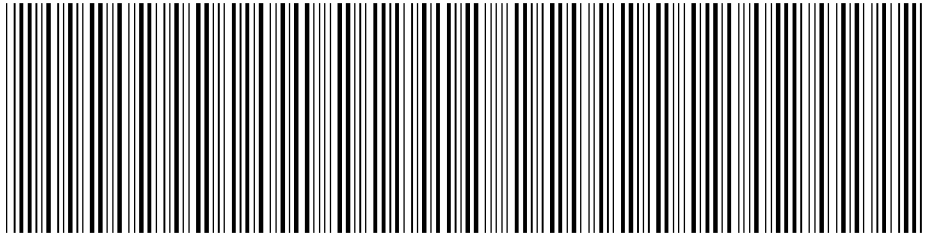


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 11

Document ID: 2021042600163001

Document Date: 09-10-2020

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PRESENTER:

FRONTIER RECORDINGS
69 CASCADE DRIVE
SUITE 101
ROCHESTER, NY 14614
585-955-6111
RECORDINGS@FRONTIERABSTRACT.COM

RETURN TO:

FRONTIER RECORDINGS
69 CASCADE DRIVE
SUITE 101
ROCHESTER, NY 14614
585-955-6111
RECORDINGS@FRONTIERABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	119	140	Entire Lot	50-45 BARNETT AVENUE

Property Type: COMMERCIAL REAL ESTATE Easement

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

CLEANERS PRODUCT SUPPLY, INC
50-45 BARRET AVENUE
SUNNYSIDE, NY 11104

GRANTEE/BUYER:

THE PEOPLE OF THE STATE OF NEW YORK, ACTING
625 BROADWAY
ALBANY, NY 12223

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 82.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

RECORDED OR FILED IN THE OFFICE

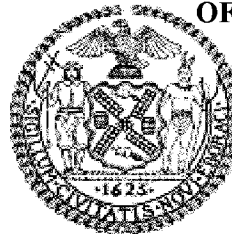
OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed 06-11-2021 12:06

City Register File No.(CRFN):

2021000220416



Annette McMill

City Register Official Signature

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 10th day of September, 2020, between Owner(s) Cleaners Products Supply, Inc., having an office at 50-45 Barrett Avenue, Sunnyside, New York 11104, County of Queens, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 50-45 Barrett Avenue in the City of New York, County of Queens and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 119 Lot 140, being the same as that property conveyed to Grantor by deed dated June 22, 2007 and recorded in the City Register of the City of New York as CRFN # 2007000376484. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.230 +/- acres, and is hereinafter more fully described in Schedule A attached hereto; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein Grantor

conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Operation, Maintenance and Monitoring Plan or future Site Management Plan (collectively "SMP"), including any and all Department approved amendments to the SMP, are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property and run with the land. To the extent there are any inconsistencies between the SMP and this Easement, the terms of the SMP shall control. The below institutional controls are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property in a manner specified below.

A. The following institutional controls shall be implemented by Grantors:

(1) The Controlled Property may be used for:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) Grantor and subsequent Site owners shall ensure that the Environmental Easement remains in place and effect.

(3) Grantor shall ensure that the use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department. Grantor shall adhere to the institutional controls required by the Environmental Easement, including the prohibition of the use of groundwater underlying the property without treatment rendering it safe for intended use; the prohibition of raising livestock or producing animal products for human consumption; and the prohibition of installation of a basement beneath on-site structures.

(4) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP.

(5) Upon the Department's written request with reasonable advance notice, Grantor and subsequent Site owners shall submit a written statement certifying that:

(1) the institutional and engineering controls at the property:

-
- (i) are in-place;
 - (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all institutional controls are in the Department-approved format; and
 - (iii) that nothing has occurred that would impair the ability of such institutional control to protect the public health and environment;
 - (iv) that Grantor has taken no action which removes, alters or disturbs the existing engineering controls at the Controlled Property.
- (2) the owner will continue to allow the Department access to such real property to evaluate institutional and engineering controls;
 - (3) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such institutional controls;
 - (4) the information presented is accurate and complete.
- (6) Grantor and subsequent Site owners shall notify the Department of changes of Site use and/or ownership.
- (7) Grantor and subsequent Site owners shall report emergencies to the Department and other appropriate authorities.
- (8) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.
- (9) The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.
- (10) Grantor shall obtain an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

- (11) Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.
- (12) Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held

by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

(13) Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

(14) Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner, at reasonable times and with reasonable notice to Grantor to assure compliance with the above-stated restrictions.

(15) Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

- (1) Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;
- (2) The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

B. All Engineering Controls shall be operated and maintained by Grantee as specified in the Site Management Plan (SMP);

(1) Grantee shall develop, install, operate, inspect, monitor and maintain the on-site and off-site engineering control(s) including any further investigations and implementation of a selected remedy. All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP by Grantee;

(2) Grantee shall annually submit to Grantor a written statement certifying that:

- (1) the engineering controls employed at such site:
 - (i) are in-place;
 - (ii) are unchanged from the previous certification, or identify any changes to the controls employed at the Site.

(3) Grantee shall prepare periodic review reports evaluating institutional and engineering controls; and

(4) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed by Grantee as defined in the SMP. Grantee shall operate, maintain, monitor, inspect, and prepare reports evaluating

mechanical or physical components of the remedy; and

(5) Grantee shall decommission Site monitoring wells at an appropriate time to be determined by the Department.

(6) Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner, at reasonable times and with reasonable notice to Grantor to assure compliance with the above-stated restrictions.

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If Grantor or its successors violates the institutional controls of this Environmental Easement, or takes any action to remove, alter or disturb any of the engineering controls placed on the Controlled Property, the Grantee may revoke any Certificate of Completion or Release that was granted with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement regarding Grantor's obligations. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 241123
Office of General Counsel

NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.


7. Recordation. Grantee shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

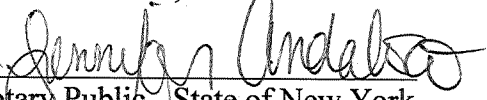
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
George W. Heitzman, Assistant Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 10th day of September in the year 2020, before me, the undersigned, personally appeared George W. Heitzman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

JENNIFER ANDALORO
Notary Public, State of New York
No. 02AN6098246
Qualified in Albany County 24
Commission Expires January 14, 2024

SCHEDULE "A" PROPERTY DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Barnett Avenue (60 feet wide) distant 435 feet westerly from the corner formed by the intersection of the northerly side of Barnett Avenue with the westerly side of Woodside Avenue (60 feet wide);

RUNNING THENCE westerly along the northerly side of Barnett Avenue, 66.50 feet;

THENCE northerly at right angles to the northerly side of Barnett Avenue, 149.50 feet to the land off the Long Island Railroad. Main Line to a point of intersection with a curve bearing to the south, the radial of said curve forming an interior angle of 2 degrees 09 minutes 48.1 seconds on its westerly side with the above course;

THENCE easterly along said curve bearing a radius of 1948.24 feet and a central angle of 01 degrees 57 minutes 22.5 seconds a distance of 66.52 feet;

THENCE southerly at right angles to the northerly side of Barnett Avenue a distance of 150.87 feet to the said northerly side of Barnett Avenue, and the point or place of BEGINNING.

Said property being approximately 0.230 acres more or less.