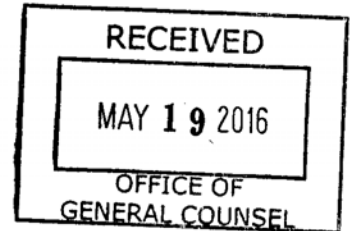




Kevin J. Klesh
Associate Counsel
Law Department

May 18, 2016



Bradford Burns, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway, 14th Floor
Albany, NY 12233-1500

Re: Environmental Easement Recordation for the Nyack MGP Site
Site Id No. 344046
Nyack, Orangetown, Rockland County

Dear Mr. Burns:

On behalf of Orange and Rockland Utilities, Inc. ("ORU"), please find enclosed copies of the following for the Nyack MGP Site:

- Recorded Environmental Easement
- Filing Receipt from the Rockland County Clerk
- Notice of Environmental Easement that I affirm was sent to the Village of Nyack
- FedEx delivery tracking showing the Notice was received by the Village of Nyack

If you have any questions or require anything else, please contact me at kleshk@coned.com or 212-460-3771.

Thank you,

Kevin J. Klesh
Associate Counsel

cc: Elizabeth Lukowski, NYSDEC (w/enclosures)
Maribeth McCormick, ORU (w/enclosures)

Enclosures

Consolidated Edison Company of New York, Inc.

4 Irving Place – Room 1850–S New York, NY 10003 Phone: 212 460 3771 Fax: 212 677-5849 KleshK@coned.com

Rockland County, NY
Paul Piperato County Clerk

1 South Main St, Ste. 100
New City, NY 10956
Phone Number : (845) 638-5070

Official Receipt : 2018-00019083

Printed On : 04/28/2016 at 11:48:20 AM

By : 112 on GRIFFINT

Customer :

MAVEN ABSTRACT CORP
252 GREENWICH AVE
GOSHEN, NY 10924

Date Recorded : April 27, 2016

Instrument ID **Amount**

File Number : 2018-00012277 \$111.00

Transaction : EASE, R-WAY, ASMT RENT-LEASE

Name(s) : ATHENEE ANNUITY & LIFE ASSURANCE CO OF NEW YORK

To : NYSDEC

Itemized Check Listing

Check Number : 2198 \$105.00

Total Due :	\$111.00
Paid by Check :	\$105.00
Amount Charged :	\$5.00
Change Tendered :	\$0.00

JOIN PROPERTY CHECK NOW!
COUNTY CLERK PAUL PIPERATO PROVIDES A FREE SERVICE TO HELP PROTECT YOU FROM IDENTITY THEFT. TO
SIGN UP GO TO OUR WEBSITE WWW.ROCKLANDCOUNTYCLERK.COM. CLICK ON THE VIEW RECORDS BUTTON

FILED

APR 27 2016

ROCKLAND COUNTY
CLERK'S OFFICE
ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

COPY

THIS INDENTURE made this 30th day of MARCH, 2016, between Owner(s) Athene Annuity & Life Assurance Company of New York f/k/a Presidential Life Insurance Company, having an office at 69 Lydecker Street, Nyack, New York 10960, County of Rockland, 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 55 Gedney Street in the Village of Nyack, Town of Orangetown, County of Rockland and State of New York, known and designated on the tax map of the County Clerk of Rockland as tax map parcel numbers: Section 66.39 Block 1 Lot 1, being the same as that property conveyed to Grantor by deed dated May 14, 1980 and recorded in the Rockland County Clerk's Office in Liber and Page 1043/405. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 3.84 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 3, 2015 and last revised January 26, 2016 prepared by Jeremy Lee Sweeney, LLS of Thew Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; 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 and the terms and conditions of Order on Consent Index Number: D3-0001-98-08 as modified August 31, 2005, 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 Site Management Plan ("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, run with the land, 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.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
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) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Rockland County Department of Health 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;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled

Property must be reported at the frequency and in a manner defined in the SMP;

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

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) 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.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining 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

D. 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.

E. 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.

F. 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.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(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 controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. 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 and at reasonable times to assure compliance with the above-stated restrictions.

4. 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:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. 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;

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 any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion 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. 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: 344046
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. Grantor 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.

Remainder of Page Intentionally Left Blank

County: Rockland Site No: 344046 Order on Consent Index : D3-0001-98-08 as modified

August 31, 2005

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Athene Annuity & Life Assurance Company of New York:

By: 

Print Name: Guy H. Smith III

Title: President Date: February 26, 2016

State of South Carolina)

Grantor's Acknowledgment

County of Greenville)

The foregoing instrument was acknowledged before me this 20th day of February, 2016 by Guy H. Smith III, President of Athene Annuity & Life Assurance Company of New York, a New York corporation, and that he executed the instrument on behalf of the corporation.



Notary Public for South Carolina

Print Name: Robert T. Coleman III

My commission expires: 4-14-2021

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: 

Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 30th day of March, in the year 2016, before me, the undersigned, personally appeared Robert W. Schick, 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

David J. Chiusano
Notary Public, State of New York
No. 010H5032146
Qualified in Schoenectady County
Commission Expires August 22, 2018

SCHEDULE "A" PROPERTY DESCRIPTION

All that tract or parcel of land situate in the Village of Nyack, County of Rockland, State of New York, and being more precisely described as follows:

Commencing at the intersection of the easterly bounds of Gedney Street with the northerly bounds of Main Street, said point being the southwesterly corner of a parcel of land conveyed by Hudson Vista Associates, Inc. to Foot of Main, LLC by deed dated October 24, 2006 and recorded in the Rockland County Clerk's Office on November 6, 2006 as File No. 2006-00058732;

thence continuing North 10 degrees 01 minutes 02 seconds East, along the easterly bounds of Gedney Street, a distance of 174.00 feet to a point, said point being the Point of Beginning;

thence North 10 degrees 01 minutes 02 seconds East, along the easterly bounds of Gedney Street, a distance of 321.88 feet to the southwesterly corner of a parcel of land conveyed by Emily Joan Donato to Nyack Boat Club, Inc. by deed dated December 6, 1968 and recorded in the Rockland County Clerk's office on December 9, 1968 in Liber 852 of Deeds at Page 771;

thence along the southerly line of Nyack Boat Club, Inc., the following four courses and distances:

1. South 75 degrees 05 minutes 38 seconds East a distance of 213.58 feet to a point in the Hudson River, said course passing over the high water line of the Hudson River at a distance of 210.21 feet;
2. South 82 degrees 35 minutes 33 seconds East, within the Hudson River, a distance of 204.23 feet;
3. South 02 degrees 24 minutes 27 seconds West, within the Hudson River, a distance of 40.00 feet;
4. South 82 degrees 35 minutes 33 seconds East, within the Hudson River, a distance of 148.00 feet;

thence continuing the Hudson River, the following two courses and distances:

1. South 13 degrees 05 minutes 52 seconds West a distance of 85.00 feet to a point;
2. South 07 degrees 11 minutes 15 seconds West a distance of 170.00 feet to a point on the northerly line of Foot of Main, LLC;

thence along the northerly line of Foot of Main, LLC, the following four courses and distances:

1. North 82 degrees 35 minutes 33 seconds West a distance of 400.00 feet to a point, said course passing over the high water line of the Hudson River at a distance of 323.75 feet ;

2. North 72 degrees 52 minutes 23 seconds West a distance of 2.05 feet to a point;
3. South 16 degrees 12 minutes 02 seconds East a distance of 34.34 feet to a point;
4. North 72 degrees 52 minutes 23 seconds West a distance of 188.79 feet to the Point of Beginning.

To contain 3.84-acres of land, more or less.

The above-described parcel is intended to be a portion of the same premises conveyed by F. W. D. Properties, Inc. by deed dated May 14, 1980 and recorded in the Rockland County Clerk's Office on May 15, 1980 in Liber 1043 of Deeds at Page 405.

The above mentioned bearings and distances were taken from a map titled "Boundary Survey for TZ VISTA LLC, Section 66.39 Block 1 Lot 1, Section 66.38 Block 2 Lot 14 & 15, Village of NYACK, Rockland County, New York State", dated September 4, 2014, prepared by Maser Consultants P.C., and is distinguished as Project No. 0003038.

Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) Athene Annuity & Life Assurance Company of New York Mailing address 69 Lydecker Street City State ZIP code Nyack NY 10960 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 13-2570714 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) New York State Department of Environmental Conservation Mailing address 625 Broadway City State ZIP code Albany NY 12233 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN 14-6013200 Single member EIN or SSN

Location and description of property conveyed

Tax map designation — Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
66.39-01-01	382403	55 Gedney Street	Nyack	Rockland

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input checked="" type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other	Date of conveyance <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 3 13 01 16 <small>month day year</small> </div> Percentage of real property conveyed which is residential real property <u>0</u> % <small>(see instructions)</small>
--	---	--

Condition of conveyance (check all that apply)

- | | | |
|--|--|--|
| a. <input type="checkbox"/> Conveyance of fee interest

b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)

c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)

d. <input type="checkbox"/> Conveyance to cooperative housing corporation

e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. <input type="checkbox"/> Conveyance of cooperative apartment(s)

i. <input type="checkbox"/> Syndication

j. <input type="checkbox"/> Conveyance of air rights or development rights

k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender

m. <input type="checkbox"/> Leasehold assignment or surrender

n. <input type="checkbox"/> Leasehold grant

o. <input checked="" type="checkbox"/> Conveyance of an easement

p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state

r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
s. <input type="checkbox"/> Other (describe) _____ |
|--|--|--|

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
------------------------------------	--	---------------	--------------------

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
I (we) certify that: (check the appropriate box)



- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-88(6)-R for more information regarding these aggregation requirements.

- Other (attach detailed explanation).
- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 Grantor signature Guy H. Smith III	Trustee Title	 Grantee signature Andrew Hughes	Attorney Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Escrow No. SS160106 Check Date: 04/21/2016 Check No. 2198

Seller/Buyer: Athens Annuity & Life Assurance Company of New York /
Property Address: 55 Goddard Street Nyack, NY

REC FEE

\$105.00

Check Total \$105.00



Kevin J. Klesh
Associate Counsel
Law Department

May 12, 2016

Honorable Jen White
Mayor of the Village of Nyack
9 North Broadway
Nyack, NY 10960

Re: Environmental Easement – 55 Gedney Street

Dear Mayor White:

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation (“Department”) on April 27, 2016, by Athene Annuity & Life Assurance Company of New York (f/k/a Presidential Life Insurance Company) for property that is located at 55 Gedney Street, Village of Nyack, New York, designated as Section 66.39, Block 1, Lot 1 on the Tax Map for the Village of Nyack, and designated by the Department as DEC Site No: 344046.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial or industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the Department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the Department and refer such application to the Department. The Department shall evaluate whether the

application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the Department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to all agencies of the Village of Nyack with jurisdiction over the development and use of the property identified above (including your building and/or planning departments, as applicable) to ensure the Village of Nyack's compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Kevin J. Klesh
Attorney for Orange & Rockland Utilities, Inc.

cc/encl. Walter Sevastian, Village Attorney
Peter Klose, Chair, Village Planning Board
Cathy Friesen, Chair, Village Zoning Board of Appeals
Donald Yacopino, Chair, Village Building Department