NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2010091300801002001EFDDF

RECORDING AND ENDORSEMENT COVER PAGE

Document ID: 2010091300801002 Document Date: 09-09-2010 Preparation Date: 09-13-2010
Document Type: EASEMENT
Document Page Count: 10

PRESENTER:	**RETURN TO:**
TITLEASSOCIATES - PICK-UP/ TA#10-02-180A AS AGENT FOR STEWART TITLE 825 THIRD AVENUE - 30TH FLOOR NEW YORK, NY 10022 212-758-0050 jfeldman@titleassociates.com	RUSSELL KIVLER, ESQ HIRSCHEN SINGER & EPSTEIN LLP 902 BROADWAY NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2407	5	Entire Lot	868 COURTLANDT AVENUE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	2407	8	Entire Lot	368 EAST 161 STREET

Property Type: OFFICE BUILDING

x Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* Document ID_____ *or* _____ Year____ Reel ___ Page ____ *or* File Number_____

PARTIES

GRANTOR/SELLER:	**GRANTEE/BUYER:**
COURTLANDT CORNERS I HOUSING DEVELOPMENT FUND CORP 902 BROADWAY, 13TH FLOOR NEW YORK, NY 10010	NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERV 625 BROADWAY ALBANY, NY 12233-1500

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage			Filing Fee:	
Mortgage Amount:	$	0.00	$	250.00
Taxable Mortgage Amount:	$	0.00	NYC Real Property Transfer Tax:	
Exemption:			$	0.00
TAXES: County (Basic):	$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	$	0.00	$	0.00
Spec (Additional):	$	0.00		
TASF:	$	0.00		
MTA:	$	0.00		
NYCTA:	$	0.00		
Additional MRT:	$	0.00		
TOTAL:	$	0.00		
Recording Fee:	$	99.00		
Affidavit Fee:	$	0.00		

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK

Recorded/Filed 09-14-2010 16:31
City Register File No.(CRFN):
2010000310268

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2010091300801002001CFF5F

Document ID: 2010091300801002 Document Date: 09-09-2010 Preparation Date: 09-13-2010
Document Type: EASEMENT

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BRONX	2407	10	Entire Lot		370 EAST 161 STREET
Property Type:	OTHER				
Borough	**Block**	**Lot**		**Unit**	**Address**
BRONX	2407	11	Entire Lot		372 EAST 161 STREET
Property Type:	OTHER				
Borough	**Block**	**Lot**		**Unit**	**Address**
BRONX	2407	12	Entire Lot		376 EAST 161 STREET
Property Type:	OTHER				

PARTIES
GRANTOR/SELLER:
COURTLAND CORNERS I ASSOCIATES,L.P.
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

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

THIS INDENTURE made this 1st day of September, 2010 between Owner(s) Courtlandt Corners I Housing Development Fund Corporation (Fee Interest) and Courtlandt Corners I Associates, L.P.(Beneficial Interest), having an office at 902 Broadway, 13th Floor, New York, New York 10010 (collectively 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 868-70 Courtlandt Avenue (Lot 5) 368 East 161st street (Lot 8); 370 East 161st Street (Lot 10); 372 East 161st Street (Lot 11) and 376 East 161st Street (Lot 12) and now known as 870 Courtlandt Avenue, 360 and 370 East 161s Street, in the Bronx, City and State of New York, known and designated on the tax map of the City Register of the City of New York as tax map parcel numbers: Section 19 Block 2407 Lot(s) 5, 8, 10, 11 and 12, being the same as that property conveyed to Grantor by deed dated June 30, 2008 and recorded July 18, 2008 in the City Register of the City of New York in City Register File Number (CRFN): 2008-000-285358, and by Declaration and Nominee Agreement dated June 30, 2008 recorded July 18, 2008 in CRFN 2008-000-285359 comprising approximately 0.32 ± acres, and hereinafter more fully described in the Land Title Survey dated June 23, 2008 and revised August 30, 2010 prepared by True North Surveyors, Inc., which will be attached to the Site Management Plan. The property description (the "Controlled Property") 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 human health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

See Within For Addresses & Block and Lot

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 BCA Index Number: A2-0592-0707, 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) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) 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;

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

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

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

(9) 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 raising livestock or producing animal products for human consumption, 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:

Regional Remediation Engineer
NYSDEC – Region 2
Division of Environmental Remediation
One Hunter's Point Plaza, 47- 40 21st Street
Long Island City, NY 11101-5407,
Phone: (718) 482 - 4900

or

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 annually, or such time as NYSDEC may allow, 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 b 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: C203040
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.

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

Courtlandt Corners I Housing Development Fund Corporation

By: _____

Print Name: Adam Weinstein

Title: President Date: _____

Courtlandt Corners I Associates, L.P.

By: Courtlandt Corners I Management Corp., Its General Partner

By: _____

Print Name: Adam Weinstein

Title: President Date: _____

Grantor's Acknowledgment

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

On the 30th day of August, in the year 2010, before me, the undersigned, personally appeared Adam Weinstein, 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

RUSSELL KIVLER
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KI6200054
Qualified in New York County
My Commission Expires January 26, 2013

Notary Public - State of New York

Russell Kivler
Notary Public-State of New York
No. 02K16200054, Qualified in NY County
My Commission Expires January 26, 2013

SEAL

SEAL

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 20 __, before me, the undersigned, personally appeared _____, 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/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public - State of New York

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: _____
Dale A. Desnoyers, Director
Division of Remediation

Grantee's Acknowledgment

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

On the 1st day of September, in the year 2010, before me, the undersigned, personally appeared Dale Desnoyers, 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. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

SEAL

SCHEDULE "A" ENVIRONMENTAL EASEMENT PROPERTY DESCRIPTION

868-70 Courtlandt Avenue [Lot 5]; 368 East 161st street [Lot 8]; 370 East 161st Street [Lot 10]; 372 East 161st Street [Lot 11] and 376 East 161st Street [Lot 12]
City of New York, NY, Borough of the Bronx
Block 2407 Lot(s) 5, 8, 10, 11 and 12
Acreage: 0.321 acres

Parcel 1 (Tax Lots 5, 8, 10, 11 and 12)

ALL those certain plots, pieces of parcels of land lying and being in the Borough of the Bronx, County of Bronx, City and State of New York, generally known and designated as Lots 5, 8, 10, 11, and 12, in Block 2407 on the Official Tax Map of the City of New York for the Borough of The Bronx, and being bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Courtlandt Avenue (60 feet wide) with the southerly side of East 161st Street (100 feet wide);

THENCE easterly along the southerly side of East 161st Street, 217 feet to the westerly line of lands now or formerly of Double F Realty Corp.;

THENCE southerly along said lands, and at right angles to the southerly side of East 161st Street, 65 feet;

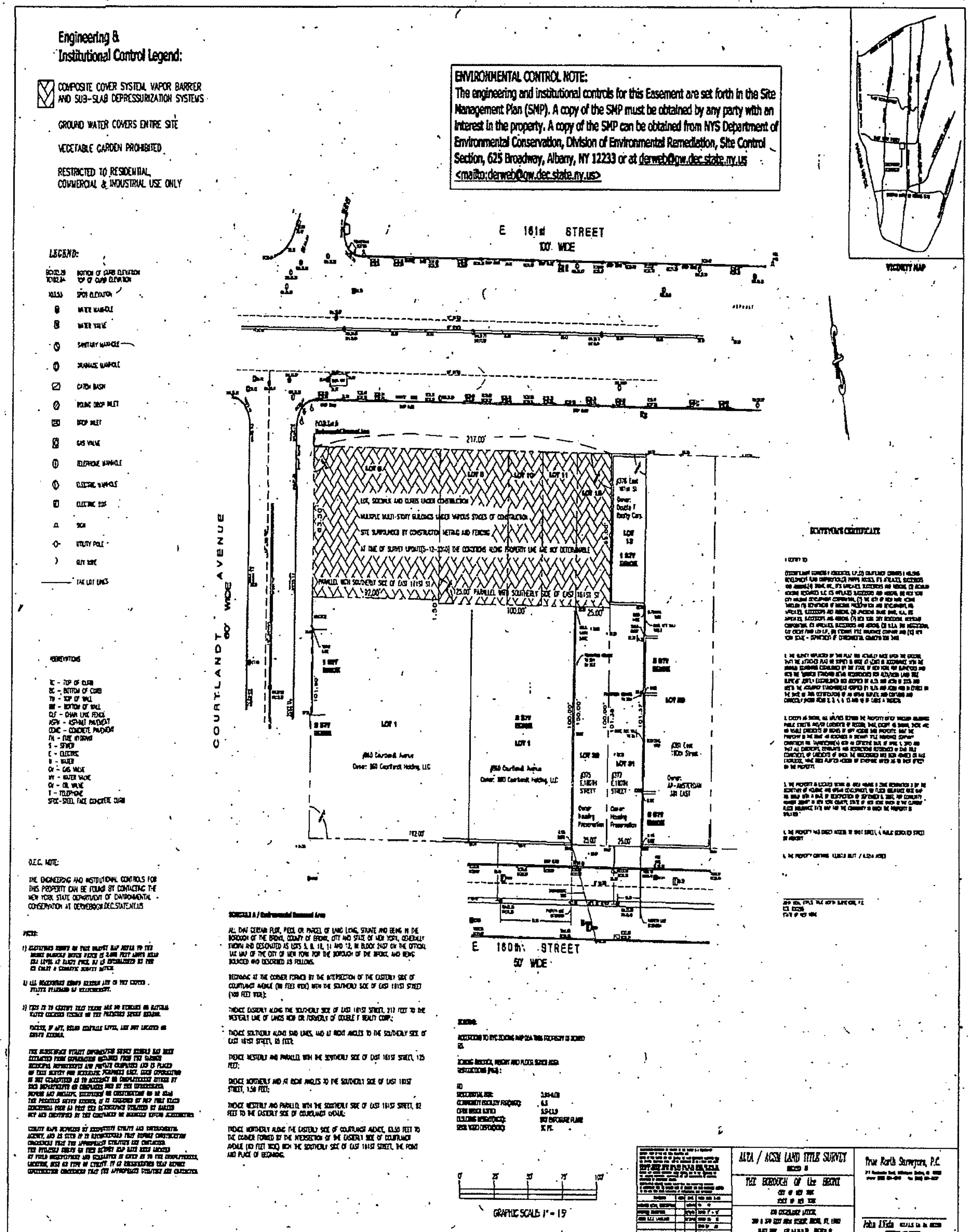
THENCE westerly and parallel with the southerly side of East 161st Street, 125 feet;

THENCE northerly and at right angles to the southerly side of East 161st Street, 1.50 feet;

THENCE westerly and parallel with the southerly side of East 161st Street, 92 feet to the easterly side of Courtlandt Avenue;

THENCE northerly along the easterly side of Courtlandt Avenue, 63.50 feet to the corner formed by the intersection of the easterly side of Courtlandt Avenue (60 feet wide) with the southerly side of East 161st Street, the point and place of **BEGINNING**.

SURVEY


Engineering & Institutional Control Legend:
COMPOSITE COVER SYSTEM, VAPOR BARRIER AND SUB-SLAB DEPRESSURIZATION SYSTEMS
GROUND WATER COVERS ENTIRE SITE
VEGETABLE GARDEN PROHIBITED
RESTRICTED TO RESIDENTIAL, COMMERCIAL & INDUSTRIAL USE ONLY
ENVIRONMENTAL CONTROL NOTE:
The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. A copy of the SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at derweb@gw.dec.state.ny.us <mailto:derweb@gw.dec.state.ny.us>
VICINITY MAP
E 161st STREET
100' WIDE
E 160th STREET
50' WIDE
COURTLANDT AVENUE
60' WIDE
217.00'
100.00'
25.00'
LOT 1
LOT 8
LOT 10
LOT 11
LOT 12
LOT 13
LOT 30
LOT 31
SURVEYOR'S CERTIFICATE
O.E.C. NOTE:
THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS PROPERTY CAN BE FOUND BY CONTACTING THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AT DERWEB@GW.DEC.STATE.NY.US
ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND LYING, SITUATE AND BEING IN THE BOROUGH OF THE BRONX, COUNTY OF BRONX, CITY AND STATE OF NEW YORK, GENERALLY KNOWN AND DESIGNATED AS LOTS 5, 8, 10, 11 AND 12, IN BLOCK 2407 ON THE OFFICIAL TAX MAP OF THE CITY OF NEW YORK FOR THE BOROUGH OF THE BRONX, AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF COURTLANDT AVENUE (60 FEET WIDE) WITH THE SOUTHERLY SIDE OF EAST 161ST STREET (100 FEET WIDE);
THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 161ST STREET, 217 FEET TO THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF DOUBLE F REALTY CORP.;
THENCE SOUTHERLY ALONG SAID LINES, AND AT RIGHT ANGLES TO THE SOUTHERLY SIDE OF EAST 161ST STREET, 65 FEET;
THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY SIDE OF EAST 161ST STREET, 125 FEET;
THENCE SOUTHERLY AND AT RIGHT ANGLES TO THE SOUTHERLY SIDE OF EAST 161ST STREET, 1.50 FEET;
THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY SIDE OF EAST 161ST STREET, 92 FEET TO THE EASTERLY SIDE OF COURTLANDT AVENUE;
THENCE NORTHERLY ALONG THE EASTERLY SIDE OF COURTLANDT AVENUE, 63.50 FEET TO THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF COURTLANDT AVENUE (60 FEET WIDE) WITH THE SOUTHERLY SIDE OF EAST 161ST STREET, THE POINT AND PLACE OF BEGINNING.
GRAPHIC SCALE 1" = 15'
ALTA / ACSM LAND TITLE SURVEY
THE BOROUGH OF the BRONX
True North Surveyors, P.C.