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

**THIS INDENTURE** made this 26<sup>th</sup> day of November, 2013 between Owner(s) 39 SKILLMAN STREET LLC, having an office at 266 Broadway, Suite 301, County of Kings, 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 39 Skillman Street (a/k/a 35, 43 and 49 Skillman Street in the City of Brooklyn, County of Kings 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 7 Block 1886 Lot (s) 10,11 and 12, being the same as that property conveyed to Grantor by Bargain and Sale deed dated December 27, 2011 and Confirmatory Deeds dated October 11, 2013 and recorded in the City Register of the City of New York as CRFN No (s): 2012000061792, 2013000430464, 2013000430465 and 2013000430578. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.5739 +/- acres, and is hereinafter more fully described in the Land Title Survey dated February 20, 2013, recently updated on November 13, 2013 prepared by AAA Group Land Surveyor Services, 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 Brownfield Cleanup Agreement Index Number: C224156-03-12, 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 Kings 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

[10/12]

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  
[10/12]

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 [10/12]



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.

Grantor: 39 SKILLMAN STREET LLC

By: 

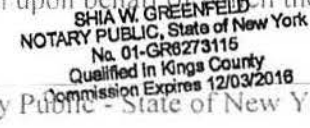
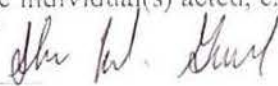
Print Name: ZELIG WEISS

Title: MEMBER Date: 11/21/13

**Grantor's Acknowledgment**

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

On the 21 day of November, in the year 20 13, before me, the undersigned, personally appeared Zelig Weiss, 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 

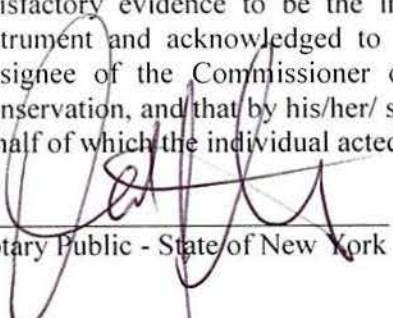
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:   
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 26<sup>th</sup> day of November, in the year 2013, 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. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2014

**SCHEDULE "A"**  
**ENVIRONMENTAL EASEMENT**  
**PROPERTY DESCRIPTION**

**AAA GROUP**

100-A Broadway

Brooklyn NY 11249

Tel: (718) 387-9800 Fax: (718) 384-5050

E-mail= [Info@aaagrouponline.com](mailto:Info@aaagrouponline.com)

**SCHEDULE 'A'**

**DESCRIPTION OF ENVIRONMENTAL EASEMENT AREA**

BLOCK 1886 LOT 10

35 SKILLMAN STREET

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

BEGINNING at a point which is distant 240.00 feet northerly formed the corner formed by the intersection of the northerly side of Park Avenue with the easterly side of Skillman Street;

THENCE easterly parallel with Park Avenue 63.83 feet;

THENCE northwesterly 38.09 feet;

THENCE northerly parallel with Skillman Street 73.54 feet;

THENCE westerly parallel with Park Avenue, 100 feet;

THENCE southerly along the easterly side of Skillman Street, 85.5 feet, to the point or place of BEGINNING.

"Being the same piece and parcel of land as described in confirmation deed dated December 27, 2011 recorded February 15, 2012 as CRFN : 2012000061792 in the office of the City Register of the City of New York"



# AAA GROUP

100-A Broadway

Brooklyn NY 11249

Tel: (718) 387-9800 Fax: (718) 384-5050

E-mail= [Info@aaagrouponline.com](mailto:Info@aaagrouponline.com)

## SCHEDULE 'A'

### DESCRIPTION OF ENVIRONMENTAL EASEMENT AREA

BLOCK 1886 LOT 11

#### 43 SKILLMAN STREET

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

BEGINNING at a point which is distant 163.33 feet northerly formed the corner formed by the intersection of the northerly side of Park Avenue with the easterly side of Skillman Street;

THENCE easterly parallel with Park Avenue 63.83 feet;

THENCE southeasterly 43.89 feet;

THENCE northerly parallel with Skillman Street 113.5 feet;

THENCE southwesterly 38.09 feet;

THENCE westerly parallel with Park Avenue, 63.83 feet;

THENCE southerly along the easterly side of Skillman Street, 76.67 feet, to the point or place of BEGINNING.

"Being the same piece and parcel of land as described in confirmation deed dated December 27, 2011 recorded February 15, 2012 as CRFN : 2012000061792 in the office of the City Register of the City of New York

# AAA GROUP

100-A Broadway

Brooklyn NY 11249

Tel: (718) 387-9800 Fax: (718) 384-5050

E-mail= [Info@aaagrouponline.com](mailto:Info@aaagrouponline.com)

## SCHEDULE 'A'

### DESCRIPTION OF ENVIRONMENTAL EASEMENT AREA

BLOCK 1886 LOT 12

49 SKILLMAN STREET

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

BEGINNING at a point which is distant 75.50 feet northerly formed the corner formed by the intersection of the northerly side of Park Avenue with the easterly side of Skillman Street;

THENCE easterly parallel with Park Avenue 100 feet;

THENCE northerly parallel with Skillman Street 62.96 feet;

THENCE northwesterly 43.89 feet;

THENCE westerly parallel with Park Avenue, 63.83 feet;

THENCE southerly along the easterly side of Skillman Street, 87.83 feet, to the point or place of BEGINNING.

"Being the same piece and parcel of land as described in confirmation deed dated December 27, 2011 recorded February 15, 2012 as CRFN : 2012000061792 in the office of the City Register of the City of New York"

## **AAA GROUP**

**100-A Broadway**

**Brooklyn NY 11249**

**Tel: (718) 387-9800 Fax: (718) 384-5050**

**E-mail= [Info@aaagrouponline.com](mailto:Info@aaagrouponline.com)**

### **SCHEDULE 'A'**

#### **DESCRIPTION OF ENVIRONMENTAL EASEMENT AREA**

BLOCK 1886 LOT 10, 11, 12

#### **OVERALL DESCRIPTION**

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

BEGINNING at a point which is distant 75.50 feet northerly formed the corner formed by the intersection of the northerly side of Park Avenue with the easterly side of Skillman Street;

THENCE easterly parallel with Park Avenue 100 feet;

THENCE northerly parallel with Skillman Street 250 feet;

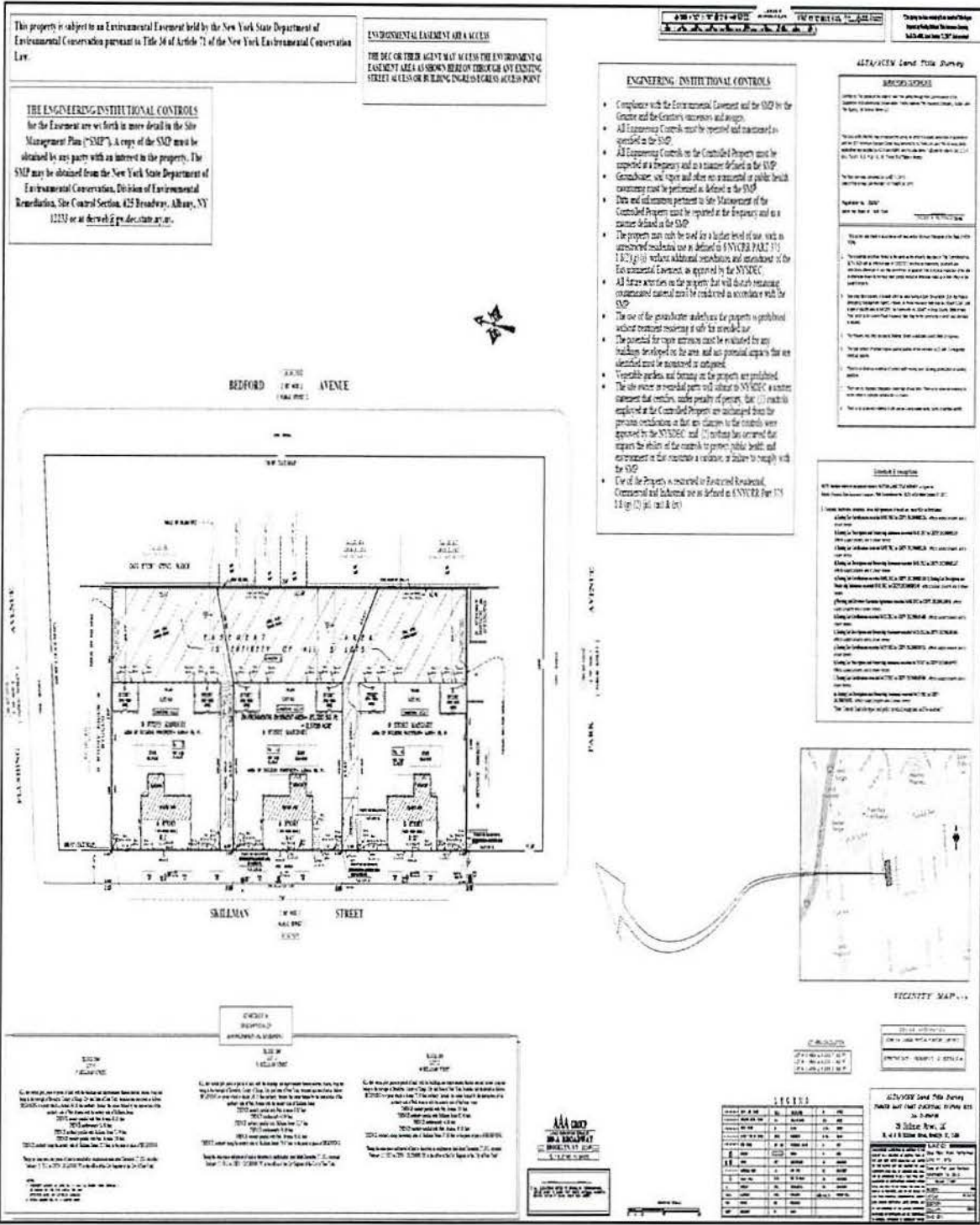
THENCE westerly parallel with Park Avenue 100 feet;

THENCE southerly along the easterly side of Skillman Street, 250 feet, to the point or place of BEGINNING.

"Being the same piece and parcel of land as described in confirmation deed dated December 27, 2011 recorded February 15, 2012 as CRFN : 2012000061792 in the office of the City Register of the City of New York"

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# SURVEY



This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 26 of Article 71 of the New York Environmental Conservation Law.

**ENVIRONMENTAL EASEMENT AREA ACCESS**  
THE DEED OR OTHER INSTRUMENT CREATING THE ENVIRONMENTAL EASEMENT AREA IS SHOWN HEREON THROUGH AN EXISTING STREET ACCESS OR BUILDING INGRESS ACCESS POINT

**THE ENGINEERING INSTITUTIONAL CONTROLS** for the Easement are set forth in more detail in the Site Management Plan ("SMP"). A copy of the SMP must be obtained by any party with an interest in the property. The SMP may be obtained from the New York State Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12242 or at [deweb.doe.state.ny.us](http://deweb.doe.state.ny.us).

- ENGINEERING INSTITUTIONAL CONTROLS**
- Compliance with the Environmental Easement and the 4702 by the Owner and the Owner's successors and assigns.
  - All Engineering Controls must be operated and maintained as specified in the SMP.
  - All Engineering Controls on the Controlled Property must be supported as a temporary and not a permanent feature in the SMP.
  - Construction, soil repair and other environmental or public health necessary must be performed as defined in the SMP.
  - Data and information pertinent to Site Management of the Controlled Property must be reported in the temporary and as a manner defined in the SMP.
  - The property may only be used for a higher level of use, such as agricultural or residential use as defined in ENVCLER PARC 713.1.6.2(g)(3) without additional conditions and endorsement of the Environmental Easement, as approved by the NYSDDEC.
  - All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP.
  - The use of the groundwater underlying the property is prohibited without treatment systems as only for remedial use.
  - The potential for future activities must be evaluated by any building developed on the area and any potential impacts that are identified must be assessed or mitigated.
  - Vegetable gardens and farming on the property are prohibited.
  - The site owner or remedial party will obtain NYSDDEC a written statement that certifies, under penalty of perjury, that (1) results reported of the Controlled Property are not included from the previous investigations at their site classes to the results were approved by the NYSDDEC and (2) nothing has occurred that impairs the ability of the controls to protect public health and environment in that constitute a violation of failure to comply with the 4702.
  - Use of the Property is restricted to Residential, Commercial and Industrial use as defined in ENVCLER PARC 713.1.6.2(g)(4), (5), (6) and (7).

**477A/475E Land Title Survey**

**BEARINGS AND DISTANCES**

1. From the intersection of the centerline of Bedford Avenue and the centerline of Skillman Street, bearing S 89° 58' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

2. From the center of the curve of the 100.00 foot radius curve, bearing S 00° 00' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

3. From the center of the curve of the 100.00 foot radius curve, bearing S 89° 58' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

4. From the center of the curve of the 100.00 foot radius curve, bearing S 00° 00' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

5. From the center of the curve of the 100.00 foot radius curve, bearing S 89° 58' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

6. From the center of the curve of the 100.00 foot radius curve, bearing S 00° 00' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

**SECURITY MAP**

1. From the intersection of the centerline of Bedford Avenue and the centerline of Skillman Street, bearing S 89° 58' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

2. From the center of the curve of the 100.00 foot radius curve, bearing S 00° 00' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

3. From the center of the curve of the 100.00 foot radius curve, bearing S 89° 58' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

4. From the center of the curve of the 100.00 foot radius curve, bearing S 00° 00' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

5. From the center of the curve of the 100.00 foot radius curve, bearing S 89° 58' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

6. From the center of the curve of the 100.00 foot radius curve, bearing S 00° 00' 00" W, distance 100.00 feet to the center of the curve of the 100.00 foot radius curve.

**EASEMENTS**

NO.	DESCRIPTION	DATE
1	Right of Way Easement	1/1/2000
2	Utility Easement	1/1/2000
3	Access Easement	1/1/2000
4	Drainage Easement	1/1/2000
5	Support Easement	1/1/2000
6	Other Easement	1/1/2000



**477A/475E Land Title Survey**

NO.	BEARING	DISTANCE	AREA
1	S 89° 58' 00" W	100.00	100.00
2	S 00° 00' 00" W	100.00	100.00
3	S 89° 58' 00" W	100.00	100.00
4	S 00° 00' 00" W	100.00	100.00
5	S 89° 58' 00" W	100.00	100.00
6	S 00° 00' 00" W	100.00	100.00

**477A/475E Land Title Survey**

NO.	BEARING	DISTANCE	AREA
1	S 89° 58' 00" W	100.00	100.00
2	S 00° 00' 00" W	100.00	100.00
3	S 89° 58' 00" W	100.00	100.00
4	S 00° 00' 00" W	100.00	100.00
5	S 89° 58' 00" W	100.00	100.00
6	S 00° 00' 00" W	100.00	100.00