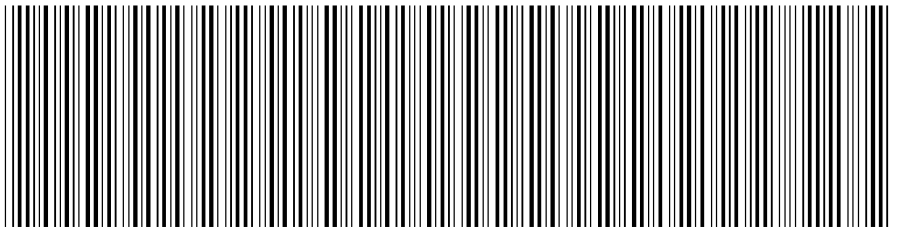


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2019111900947001002EEC7F

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 10

Document ID: 2019111900947001

Document Date: 11-15-2019

Preparation Date: 11-19-2019

Document Type: EASEMENT

Document Page Count: 9

PRESENTER:

ROYAL REGISTERED PROPERTY REPORTS
(182870)MB
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
MBASALATAN@ROYALABSTRACT.COM

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ROYAL REGISTERED PROPERTY REPORTS
(182870)MB
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
MBASALATAN@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	604	30	Entire Lot	144 BARROW STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

144 BARROW STREET LLC
177 CHRISTOPHER STREET
NEW YORK, NY 10014

GRANTEE/BUYER:

THE PEOPLE OF THE STATE OF NEW YORK
625 BROADWAY
NEW YORK, NY 12233

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:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

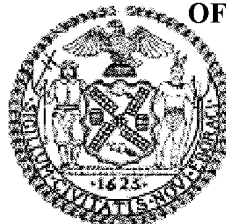
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 11-21-2019 11:59

City Register File No.(CRFN):

2019000380925



Annette McMill

City Register Official Signature

1

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

THIS INDENTURE made ^{as of} this 15th day of November, 2019, between Owner, 144 Barrow Street LLC, having an office at 177 Christopher Street, New York, New York 10014, County of New York, 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 144 Barrow Street in the City of New York, County of New York 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 604 Lot 30, being a portion of the property conveyed to Grantor by deed dated March 29, 2019 and recorded in the City Register of the City of New York as CRFN # 2019000110391, and by a confirmation deed dated March 29, 2019 and recorded in the City Register of the City of New York as CRFN # 2019000341739. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.0898 +/- acres, and is hereinafter more fully described in the Land Title Survey dated October 24, 2019 and last revised October 29, 2019 prepared by Gregory S. Galls, L.L.S. of Gallas Surveying Group, 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: C231092-05-15 as amended June 3, 2019, 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 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;

(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: C231092
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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

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

144 Barrow Street LLC

By: _____

Print Name: _____

Title: _____

Date: _____

Grantor's Acknowledgment

STATE OF NEW YORK)

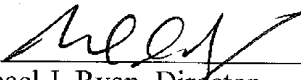
COUNTY OF New York) ss:

On the 4th day of November in the year 2019, before me, the undersigned, personally appeared Neil Bender 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.

Olena Mastov
Notary Public - State of New York



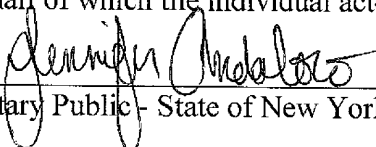
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 15th day of November, in the year 20 , before me, the undersigned, personally appeared Michael J. Ryan, 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
Commission Expires January 14, 20 20

SCHEDULE "A" PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT PARCEL
PART OF LOT 30, BLOCK 604

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF BARROW STREET (WIDTH VARIES) SAID POINT BEING DISTANT 70 FEET EASTERLY ALONG SAID LINE OF BARROW STREET FROM ITS INTERSECTION WITH THE EASTERLY SIDE OF WEST STREET (WIDTH VARIES) SAID POINT OF BEGINNING ALSO BEING AT THE INTERSECTION OF THE DIVIDING LINE BETWEEN LOT 1 AND THE HEREIN DESCRIBED PARCEL WITH THE AFOREMENTIONED NORTHERLY LINE OF BARROW STREET, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

CONTINUING EASTERLY ALONG SAID LINE OF BARROW STREET, A DISTANCE OF 74' - 8 5/8" (74.72 FEET) TO A POINT, THENCE;

NORTHERLY, ALONG THE WESTERLY LINE OF LOT 8, BLOCK 604, A DISTANCE OF 59' - 7" (59.58 FEET) TO AN ANGLE POINT THEREIN, THENCE;

THROUGH LOT 30, BLOCK 604, A DISTANCE OF 46' - 8" (46.66 FEET) TO THE SOUTHEASTERLY CORNER OF LOT 3, BLOCK 604, THENCE;

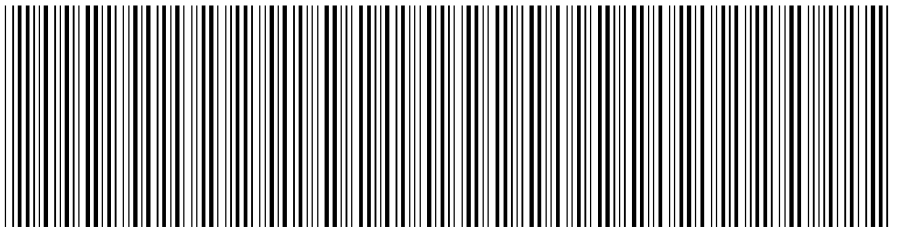
WESTERLY, ALONG THE SOUTHERLY LINE OF LOT 3, BLOCK 604, A DISTANCE OF 24' - 0 3/4" (24.06 FEET) TO A POINT, THENCE;

SOUTHERLY A DISTANCE OF 47'-11 1/2" (47.96 FEET) TO THE POINT AND PLACE OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 3,910 SQUARE FEET OR 0.0898 ACRE.

**NYC DEPARTMENT OF FINANCE
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2019111900947002002EEC3B

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PAGE 1 OF 10

Document ID: 2019111900947002 Document Date: 11-15-2019 Preparation Date: 11-19-2019
Document Type: EASEMENT
Document Page Count: 9

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NEW YORK, NY 10017
212-376-0900
MBASALATAN@ROYALABSTRACT.COM

PROPERTY DATA				
Borough	Block	Lot	Unit	Address
MANHATTAN	604	1	Entire Lot	384 WEST STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:
150 BARROW STREET LLC
177 CHRISTOPHER STREET
NEW YORK, NY 10014

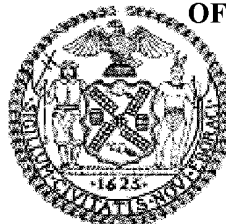
GRANTEE/BUYER:
THE PEOPLE OF THE STATE OF NEW YORK
625 BROADWAY
NEW YORK, NY 12233

FEES AND TAXES

Mortgage :		Filing Fee:	
Mortgage Amount:	\$ 0.00		\$ 0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 0.00
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		

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CITY OF NEW YORK
Recorded/Filed 11-21-2019 11:59
City Register File No.(CRFN):
2019000380926



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 ^{as of} this 15th day of November, 2019, between Owner(s), 150 Barrow Street LLC, having an office at 177 Christopher Street, New York, New York 10014, County of New York, 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 150 Barrow Street in the City of New York, County of New York 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 604 Lot 1, being the same as that property conveyed to Grantor by deed dated March 29, 2019 and recorded in the City Register of the City of New York as CRFN # 2019000110390. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.0775 +/- acres, and is hereinafter more fully described in the Land Title Survey dated October 24, 2019 and last revised October 29, 2019 prepared by Gregory S. Gallas, L.L.S. of Gallas Surveying Group, 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: C231092-05-15 as amended June 3, 2019, 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 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;

(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: C231092
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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

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

150 Barrow Street LLC:

By: 

Print Name: Neil Bender

Title: Manager Date: 11/9/19

Grantor's Acknowledgment

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

On the 4th day of November in the year 2019, before me, the undersigned, personally appeared Neil Bender, 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

OLENA MASTOV
Notary Public - State of New York
No. 01MA6317066
Qualified in Queens County
My Comm. Expires Dec. 22, 2022

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:

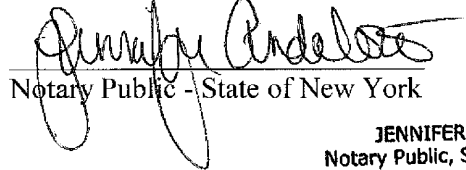


Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 15th day of November, in the year 20 , before me, the undersigned, personally appeared Michael J. Ryan, 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
Commission Expires January 14, 2020

SCHEDULE "A" PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT PARCEL
LOT 1, BLOCK 604

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF WEST STREET (WIDTH VARIES) AND THE NORTHERLY SIDE OF BARROW STREET (WIDTH VARIES) AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

EASTERLY ALONG THE NORTHERLY SIDE OF BARROW STREET, 70 FEET TO A POINT, THENCE;

NORTHERLY, 47' - 11 1/2" (47.96 FEET) TO A POINT ON A LINE PARALLEL WITH BARROW STREET, THENCE;

ALONG SAID LAST MENTIONED LINE AND PARALLEL WITH BARROW STREET, THENCE; 70' - 10 1/2" (70.875 FEET) TO THE EASTERLY SIDE OF WEST STREET, THENCE;

SOUTHERLY ALONG THE EASTERLY SIDE OF WEST STREET, 48 FEET TO THE CORNER FIRST ABOVE MENTIONED, TO THE POINT OR PLACE OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 3,377 SQUARE FEET OR 0.0775 ACRE.

NOTES:

- PROPERTY KNOWN AS LOTS 1 & 30, IN BLOCK 604 AS DESIGNATED ON THE NEW YORK CITY DIGITAL TAX MAP, HAVING AN EFFECTIVE DATE OF NOVEMBER 8, 2017.
AREA OF LOT 1: 3.377 S.F. OR 0.0775 AC.
AREA OF LOT 30: 6.412 S.F. OR 0.1472 AC.
- AREA OF ENVIRONMENTAL EASEMENT PARCEL (LOT 1): 3.377 S.F. OR 0.0775 AC.
AREA OF ENVIRONMENTAL EASEMENT PARCEL (PART OF LOT 30): 3,910 S.F. OR 0.0898 AC.
- LOCATION OF UNDERGROUND UTILITIES HAVE BEEN OMITTED FROM THIS PLAN, BEFORE ANY EXCAVATION IS TO BEGIN, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT AND IS SUBJECT TO THE COVENANTS, RESTRICTIONS AND EASEMENTS THAT MAY BE CONTAINED THEREIN.**
- BY GRAPHIC PLOTTING, PROPERTY IS LOCATED IN FLOOD HAZARD ZONE AE (BASE FLOOD ELEVATION 10 IN NAVD 29 WHICH IS ELEVATION 8.9 IN NAVD 88) AND PARTIALLY LOCATED IN FLOOD HAZARD ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) PER NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NO. 38049701B2P, MAP REVISED, SEPTEMBER 5, 2007.
BE ADVISED THAT FEMA HAS POSTED A PRELIMINARY MAP FOR THIS AREA AND SHOWS THE PROPERTY LOCATED IN FLOOD HAZARD ZONE AE (BASE FLOOD ELEVATION 11 IN NAVD 88) MAP NUMBER 30049701B2G, DATED: DECEMBER 5, 2013.
- THERE WERE NO VISIBLE STREAMS OR NATURAL WATER COURSES IN THE PROPERTY AT THE TIME OF FIELD SURVEY, NOTE THAT THE CELLAR LEVEL OF THE BUILDING CONTAINS WATER THAT APPEARS TO BE INFLUENCED BY THE TIDAL WATERS OF THE HUDSON RIVER WHICH IS WEST OF THE SITE.
- THE EXISTENCE OF UNDERGROUND TANKS HAS NOT BEEN DETERMINED AS PART OF THIS FIELD SURVEY.
- ENCROACHMENTS AND VAULTS, IF ANY, BELOW SURFACE NOT SHOWN.
- SITE WAS UNDER CONSTRUCTION AT THE TIME FIELD SURVEY WAS PERFORMED.

REFERENCES:

- FINAL SECTION MAP NO. 18 PROVIDED BY THE CITY OF NEW YORK OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, TOPOGRAPHICAL BUREAU.
- BOROUGH SURVEY MAP NO. 15 PROVIDED BY THE CITY OF NEW YORK OFFICE OF THE PRESIDENT OF THE BOROUGH OF MANHATTAN, TOPOGRAPHICAL BUREAU.
- MAP ENTITLED "TOPOGRAPHIC SURVEY, CHRISTOPHER ARTS DISTRICT, BLOCK NO. 604, LOT NO. 1, 3, 6, 7, 8, 14, & 30, % BLOCK NO. 604, LOT NO. 1, 4, 5, 7, 8, 11, 13, 14, 15, 22, 33, 34, 37, 38, 39, 40, & 41, BOROUGH OF MANHATTAN, CITY OF NEW YORK, NEW YORK COUNTY, NEW YORK", PREPARED BY LANGAN, DATED, JANUARY 25, 2013, PROJECT NO. 170214601, DRAWING NO. 07.01.

ENVIRONMENTAL EASEMENT PARCEL
PART OF LOT 30, BLOCK 604

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHERLY SIDE OF BARROW STREET (WIDTH VARIES) SAID POINT BEING DISTANT 70 FEET EASTERLY ALONG SAID LINE OF BARROW STREET FROM ITS INTERSECTION WITH THE EASTERLY SIDE OF WEST STREET (WIDTH VARIES) SAID POINT OF BEGINNING ALSO BEING AT THE INTERSECTION OF THE DIVIDING LINE BETWEEN LOT 1 AND THE HEREIN DESCRIBED PARCEL WITH THE AFOREMENTIONED NORTHERLY LINE OF BARROW STREET, AND FROM SAID POINT OF BEGINNING RUNNING, THENCE:
CONTINUING EASTERLY ALONG SAID LINE OF BARROW STREET, A DISTANCE OF 74' - 8.58" (74.72 FEET) TO A POINT, THENCE;
NORTHERLY, ALONG THE WESTERLY LINE OF LOT 8, BLOCK 604, A DISTANCE OF 59' - 7" (59.58 FEET) TO AN ANGLE POINT THEREIN, THENCE;
THROUGH LOT 30, BLOCK 604, A DISTANCE OF 46' - 8" (46.86 FEET) TO THE SOUTHEASTERLY CORNER OF LOT 3, BLOCK 604, THENCE;
WESTERLY, ALONG THE SOUTHERLY LINE OF LOT 3, BLOCK 604, A DISTANCE OF 24' - 0.34" (24.06 FEET) TO A POINT, THENCE;
SOUTHERLY A DISTANCE OF 47'-11 1/2" (47.96 FEET) TO THE POINT AND PLACE OF BEGINNING.

ENVIRONMENTAL EASEMENT PARCEL
LOT 1, BLOCK 604

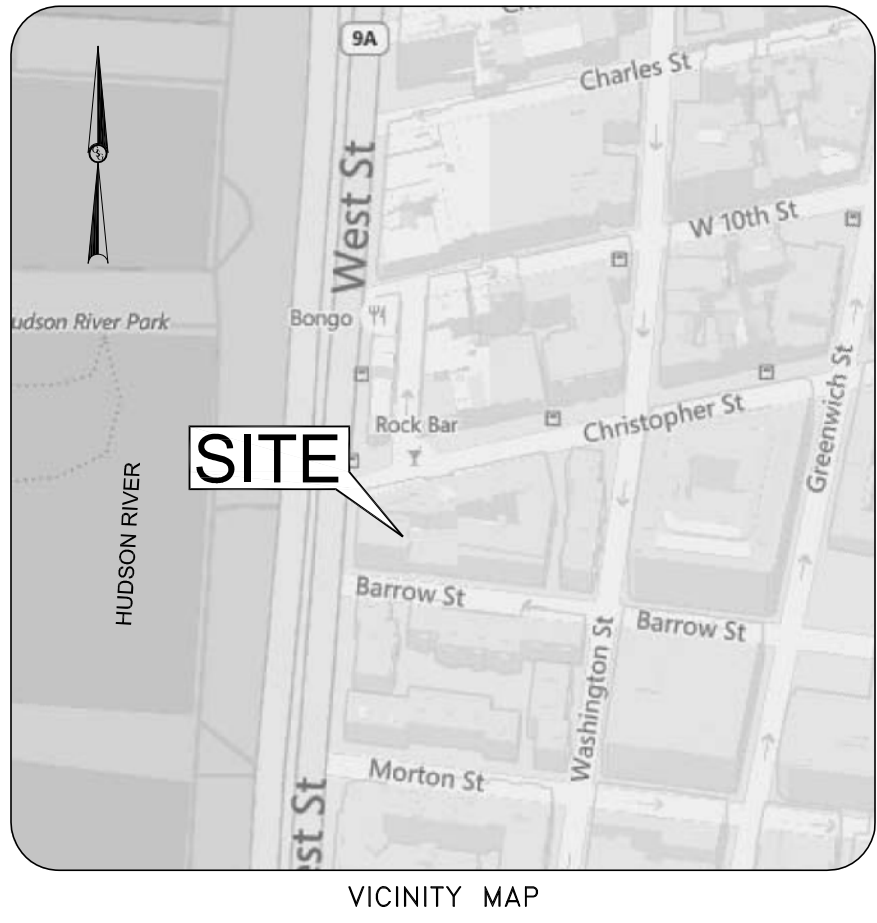
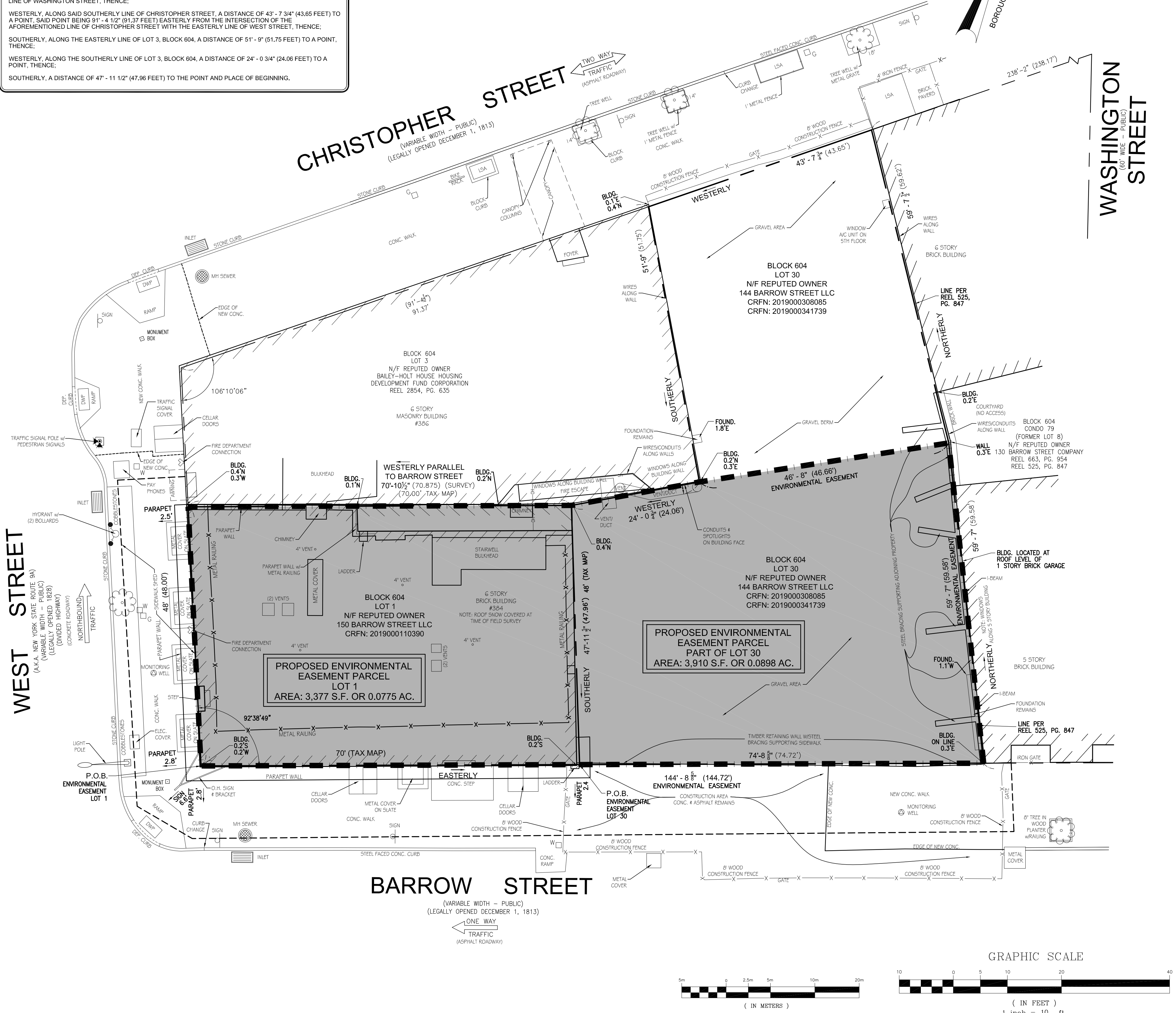
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EASTERLY ALONG THE NORTHERLY SIDE OF BARROW STREET, 70 FEET TO A POINT, THENCE;
NORTHERLY, 47' - 11 1/2" (47.96 FEET) TO A POINT ON A LINE PARALLEL WITH BARROW STREET, THENCE;
ALONG SAID LAST MENTIONED LINE AND PARALLEL WITH BARROW STREET, THENCE; 70' - 10 1/2" (70.875 FEET) TO THE EASTERLY SIDE OF WEST STREET, THENCE;
SOUTHERLY ALONG THE EASTERLY SIDE OF WEST STREET, 48 FEET TO THE CORNER FIRST ABOVE MENTIONED, TO THE POINT OR PLACE OF BEGINNING.

METES AND BOUNDS DESCRIPTION:
LOT 30, BLOCK 604

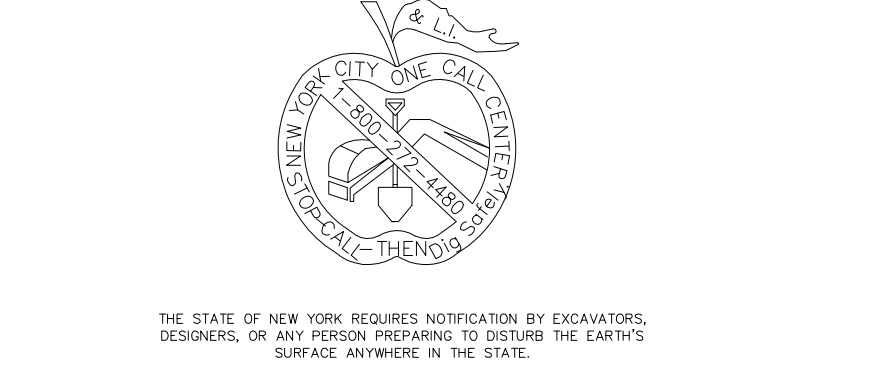
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CONTINUING EASTERLY ALONG SAID LINE OF BARROW STREET A DISTANCE OF 74' - 8.58" (74.72 FEET) TO A POINT, THENCE;
NORTHERLY, ALONG THE WESTERLY LINE OF LOT 8, BLOCK 604 A DISTANCE OF 59' - 7" (59.58 FEET) TO AN ANGLE POINT THEREIN, THENCE;
CONTINUING NORTHERLY, ALONG THE WESTERLY LINE OF LOT 8, A DISTANCE OF 59' - 7 1/2" (59.62 FEET) TO A POINT ON THE SOUTHERLY LINE OF CHRISTOPHER STREET (WIDTH VARIES), SAID POINT BEING DISTANT 238' - 2" (238.17 FEET) WESTERLY OF THE INTERSECTION OF SAID LINE OF CHRISTOPHER STREET WITH THE WESTERLY LINE OF WASHINGTON STREET, THENCE;
WESTERLY, ALONG SAID SOUTHERLY LINE OF CHRISTOPHER STREET, A DISTANCE OF 43' - 7.34" (43.65 FEET) TO A POINT, SAID POINT BEING 91' - 4 1/2" (91.37 FEET) EASTERLY FROM THE INTERSECTION OF THE AFOREMENTIONED LINE OF CHRISTOPHER STREET WITH THE EASTERLY LINE OF WEST STREET, THENCE;
SOUTHERLY, ALONG THE EASTERLY LINE OF LOT 3, BLOCK 604, A DISTANCE OF 51' - 9" (51.75 FEET) TO A POINT, THENCE;
WESTERLY, ALONG THE SOUTHERLY LINE OF LOT 3, BLOCK 604, A DISTANCE OF 24' - 0.34" (24.06 FEET) TO A POINT, THENCE;
SOUTHERLY, A DISTANCE OF 47' - 11 1/2" (47.96 FEET) TO THE POINT AND PLACE OF BEGINNING.

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LOT 1, BLOCK 604

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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 New York Environmental Conservation Law. 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. 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@dec.ny.gov.



UTILITIES:

THE FOLLOWING COMPANIES WERE NOTIFIED BY NEW YORK CITY AND LONG ISLAND ONE-CALL SYSTEM (1-800-277-4480) AND REQUESTED TO MARK OUT UNDERGROUND FACILITIES AFFECTING AND SERVICING THIS SITE. THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS REQUEST. SERIAL NUMBER(S): 170091945 2017 MARKOUT

UTILITY COMPANY	PHONE NUMBER
AT&T CORPORATION	(800) 241-3624
CONSOLIDATED EDISON CO. OF N.Y.	(718) 472-2304
EMPIRE CITY SUBWAY MANHATTAN	(212) 519-4934
MC3	(800) 298-3427
CROWN CASTLE	(734) 418-2973
PORT AUTHORITY OF NY & NJ	(201) 998-4839
QWEST COMMUNICATIONS	(720) 578-8090
RCR	(718) 472-2306
TIME WARNER CABLE - MANHATTAN	(800) 256-8600

NOTE: ALL UTILITY COMPANIES DID NOT RESPOND TO MARKOUT REQUEST.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7203, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

1	REVISE EASEMENTS	K.G.G.	10-29-19
No.	DESCRIPTION OF REVISION	DATE	DATE

ENVIRONMENTAL EASEMENT SURVEY
LOTS 1 & 30, BLOCK 604
144-150 BARROW STREET
(A.K.A. 176-178 CHRISTOPHER STREET)
BOROUGH OF MANHATTAN
CITY, COUNTY AND STATE OF NEW YORK

GALLAS SURVEYING GROUP

2865 U.S. ROUTE 1
NORTH BRUNSWICK, NJ 08902
TELE: 732-422-0700
FAX: 732-940-8786
www.gallasurvey.com

DATE	SCALE	DRAWN:	CHECKED:
10-24-2019	1"=10'	K.G.G./E.C.R.	D.A.H.
FIELD DATE	FIELD BOOK	PAGE	FIELD CREW
10-14-2019	125	66	D.A./G.S.

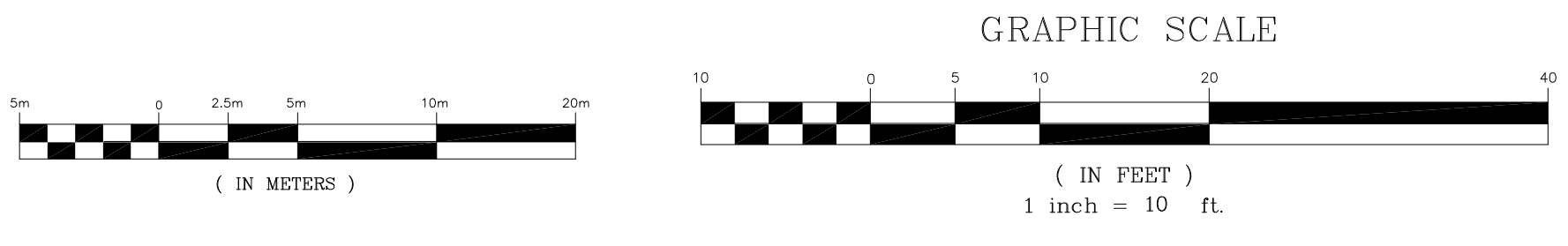
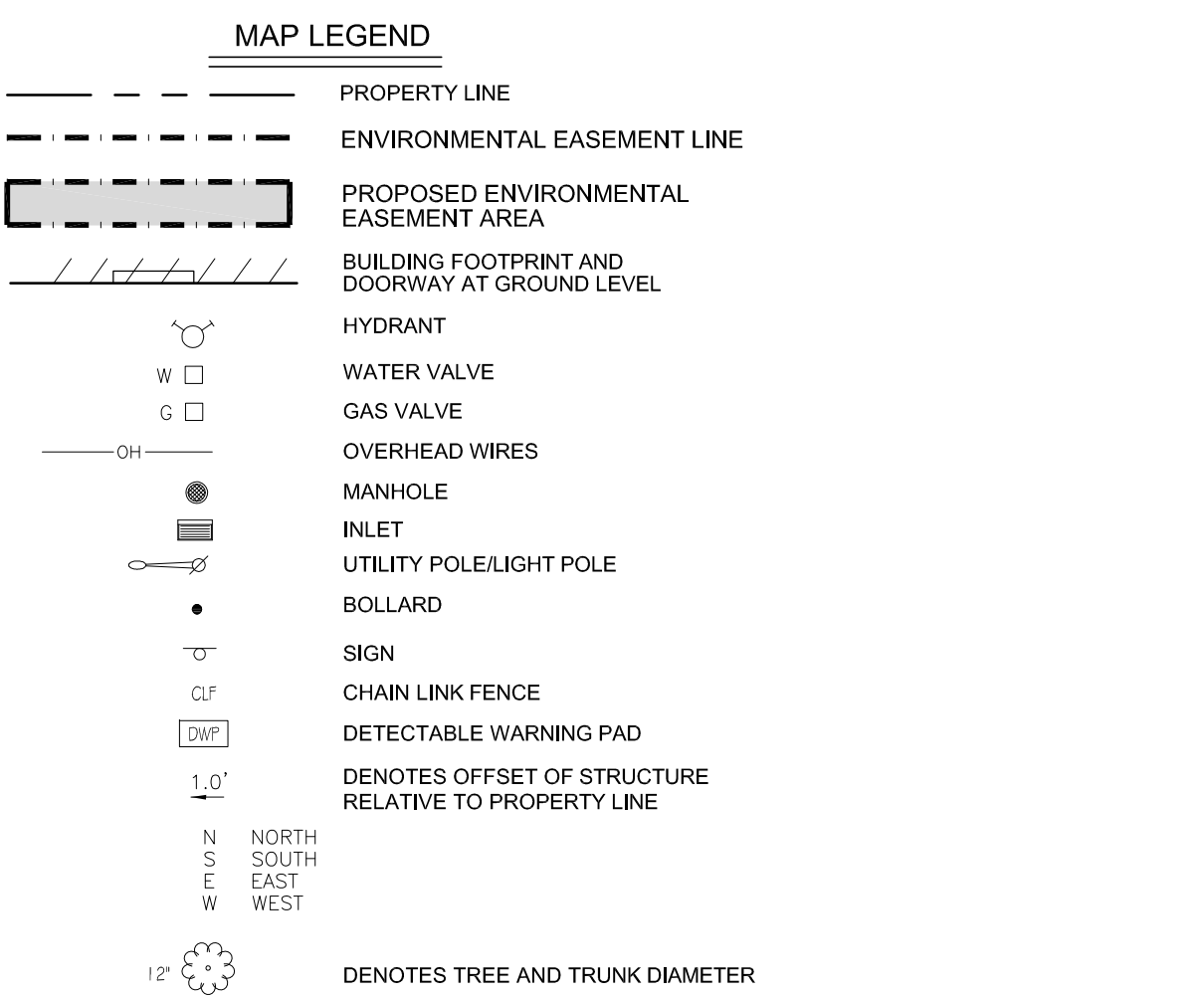
FILE NO.: **G16019**
DRAWING NAME/SHEET NO.: **G16019-ENV ESMT.DWG 1 OF 1**

GREGORY S. GALLAND
NEW YORK PROFESSIONAL LAND SURVEYOR #20724

NOT VALID UNLESS EMPLOYED BY GREGORY S. GALLAND SURVEYING GROUP, INC. INK SEAL

10-29-2019

DATE





2865 US Route 1
North Brunswick, NJ 08902
Tele: 732-422-6700
Fax: 732-940-8786
www.gallassurvey.com

OCTOBER 29, 2019
GSG PROJECT #G16019

ENVIRONMENTAL EASEMENT PARCEL
LOT 1, BLOCK 604

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

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OCTOBER 29, 2019
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