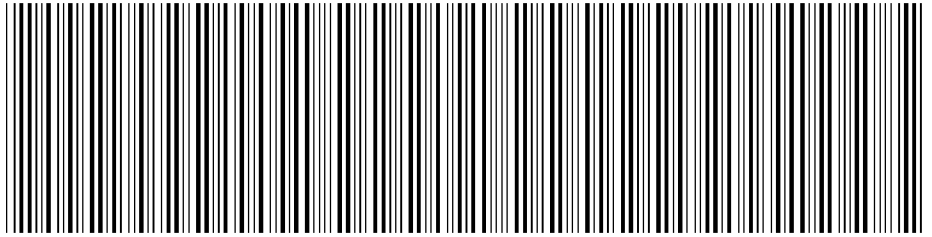


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 10**

**Document ID: 2017092600026004**

Document Date: 08-24-2017

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Document Page Count: 9

**PRESENTER:**

FIRST AMERICAN TITLE INSURANCE COMPANY  
666 THIRD AVENUE-5TH FLOOR  
3020-870924-CQ  
NEW YORK, NY 10017  
212-850-0670  
CQUARTARARO@FIRSTAM.COM

**RETURN TO:**

SIVE, PAGET & RIESEL P.C.  
560 LEXINGTON AVENUE  
NEW YORK, NY 10022  
ZACHARY KATZ

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
QUEENS	477	15	Entire Lot	42-02 VERNON BOULEVARD
<b>Property Type: COMMERCIAL REAL ESTATE</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

TERRA COTTA, LLC  
42-22 22ND STREET  
LONG ISLAND CITY , NY 11101

**GRANTEE/BUYER:**

PEOPLE OF THE STATE OF NEW YORK BY  
COMMISSIONER  
DEPT OF ENVIRONMENTAL CONSERVATION , 625  
BROADWAY  
ALBANY , 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:**

\$ 100.00

**NYC Real Property Transfer Tax:**

\$ 0.00

**NYS Real Estate Transfer Tax:**

\$ 0.00

**RECORDED OR FILED IN THE OFFICE**

**OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 10-12-2017 14:32

City Register File No.(CRFN):

2017000376572



*Annette McMill*

**City Register Official Signature**

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

**THIS INDENTURE** made this 24<sup>th</sup> day of August, 2017, between Owner(s) Terra Cotta, LLC, having an office at 42-22 22nd Street, Long Island City, New York 11101, County of Queens, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

**WHEREAS**, Grantor, is the owner of real property located at the address of 42-02 Vernon Boulevard in the City of New York, County of Queens and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 477 part of Lot 15, being a portion of the property conveyed to Grantor by deed dated September 15, 1999 and recorded in the Queens County Clerk's Office in Reel 5402, Page 2387. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.9140 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 23, 2017 prepared by Robert J. Fehringer, L.L.S. of Fehringer Surveying, P.C., 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

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**

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: C241086  
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

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

Terra Cotta, LLC:

By: \_\_\_\_\_  


Print Name: STUART M. SUNA

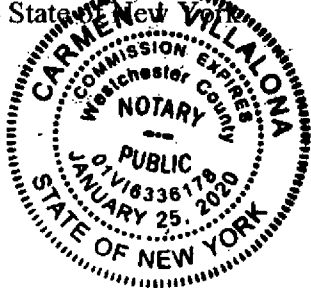
Title: MANAGING MEMBER Date: 7/20/17

**Grantor's Acknowledgment**

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

On the 20<sup>th</sup> day of July, in the year 20 17, before me, the undersigned, personally appeared Stuart M. Suna, 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.

Carmen Villalona  
Notary Public - State of New York



**SCHEDULE "A" PROPERTY DESCRIPTION**

COMMENCING at a point on the westerly side of Vernon Boulevard, distant 389.30 feet from the corner formed by the intersection of the westerly side of Vernon Boulevard and northerly side of 43rd Avenue;

THENCE westerly at right angles to the westerly side of Vernon Boulevard 55.04 feet to the point or place of BEGINNING;

THENCE southerly at right angles to the last mentioned course and parallel to Vernon Boulevard 45.00 feet to a point;

THENCE westerly at right angles to the last mentioned course 367.50 feet to a point;

THENCE northerly at right angles to the last mentioned course 115.00 feet to a point;

THENCE easterly at right angles to the last mentioned course 332.50 feet to a point;

THENCE southerly at right angles to the last mentioned course 70.00 feet to a point;

THENCE easterly at right angles to the last mentioned course 35.00 feet to the point or place of BEGINNING.

Containing 39,812.50 square feet (0.9140 acres)