



Office of the  
Richmond County Clerk  
130 Stuyvesant Place  
Staten Island, NY 10301

Hon. Stephen J. Fiala, County Clerk



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Recording and Endorsement Cover Page

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PRESENTER:  
COMMONWEALTH/LAWYERS TITLE  
2 GRAND CENTRAL TOWER  
140 EAST 45TH STREET, 22ND FL.  
NEW YORK SS100639 NY, 10017

RETURN TO:  
COMMONWEALTH/LAWYERS TITLE  
140 EAST 45TH STREET, 22ND FL.  
ATTN: GRACE ONAGA  
NEW YORK SS100639 NY, 10017

PROPERTY DATA		# OF BLOCKS	1	# OF LOTS	1
Block	Lot	Unit	Address		
7983	100	Entire Lot	NASSAU PLACE		
Property Type:		Industrial Building			

PARTIES

GRANTOR  
NASSAU METALS CORPORATION  
600 MOUNTAIN AVENUE

MURRAY HILL NY,

GRANTEE  
NASSAU METALS CORPORATION

NY,

PAYMENT DETAIL

Make Checks Payable to:

Richmond County Clerk:

40.00 Recording Fees

**FEES PAID**

Total Payments For This Document:

40.00

EXAM RCE DATE 1/6/11

RECORDED IN RICHMOND COUNTY

JAN - 7 - 2011

LAND DOC# 365838  
27-DECL, CONT, WAIVER

01/07/2011 10:22:41 A.M.  
RECEIPT: 1106 FEE: \$40.00  
RICHMOND COUNTY CLERK

*Stephen J. Fiala*  
COUNTY CLERK

## **DECLARATION of COVENANTS and RESTRICTIONS**

**THIS COVENANT** is made the 22<sup>nd</sup> day of December 2010, by Nassau Metals Corporation, a corporation organized and existing under the laws of the State of New York and having an office for the transaction of business at 600 Mountain Avenue, Murray Hill, New Jersey 07974.

**WHEREAS**, Nassau Metals Operable Unit-3 (OU-3) is the subject of a Voluntary Cleanup Agreement executed by Nassau Metals Corporation (f/ka/ AT&T Nassau Metals Corp., f/k/a Nassau Recycle Corporation, f/k/a Nassau Smelting & Refining Company, Inc. and f/k/a The Nassau Smelting & Works Ltd. Incorporated) ("Nassau Metals Corporation") as part of the New York State Department of Environmental Conservation's (the "Department's") Voluntary Cleanup Program, namely that parcel of real property located west of Arthur Kill Road in the City of New York, County of Richmond, State of New York, which is part of lands conveyed by Tottenville Copper Company, Inc. and Mathilda Realty Corporation to Nassau Metals Corporation by deeds dated October 27, 1931 and October 29, 1931, respectively, and recorded in the Richmond County Clerk's Office in Liber 728 Page 280 (Tottenville Copper Company, Inc. Deed) and Liber 728 Page 255 (Mathilda Realty Corporation), respectively, and being more particularly described in Appendix "A," attached to this declaration and made a part hereof, and hereinafter referred to as "the Property"; and

**WHEREAS**, the Department approved a remedy to eliminate or mitigate all significant threats to the environment presented by the contamination disposed at the Property and such remedy requires that the Property be subject to restrictive covenants.

**NOW, THEREFORE**, Nassau Metals Corporation, for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions is as shown on a map attached to this declaration as Appendix "B" and made a part hereof.

Second, unless prior written approval by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, where contamination remains at the Property subject to the provisions of the Site Management Plan ("SMP"), there shall be no construction, use or occupancy of the Property that results in the disturbance or excavation of the Property which threatens the integrity of the engineering controls or which results in unacceptable human exposure to contaminated soils.

Third, the owner of the Property shall not disturb, remove, or otherwise interfere with the installation, use, operation, and maintenance of engineering controls required for the Remedy, which are described in the SMP, unless in each instance the owner first obtains a written waiver of such prohibition from the Department or Relevant Agency.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for Commercial or Industrial use without the express written waiver of such prohibition by the Department or Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department or Relevant Agency.

Sixth, the owner of the Property shall provide a periodic certification, prepared and submitted by a professional engineer or environmental professional acceptable to the Department or Relevant Agency, which will certify that the institutional and engineering controls put in place are unchanged from the previous certification, comply with the SMP, and have not been impaired.

Seventh, the owner of the Property shall continue in full force and effect any institutional and engineering controls required for the Remedy and maintain such controls, unless the owner first obtains permission to discontinue such controls from the Department or Relevant Agency, in compliance with the approved SMP, which is incorporated and made enforceable hereto, subject to modifications as approved by the Department or Relevant Agency.


Eighth, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner and its successors and assigns consent to enforcement by the Department or Relevant Agency of the prohibitions and restrictions that the Voluntary Cleanup Agreement requires to be recorded, and hereby covenant not to contest the authority of the Department or Relevant Agency to seek enforcement.

Ninth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Department or Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day written below.

Nassau Metals Corporation

By:

  
Patrick D. Morrison  
President



STATE OF NEW JERSEY )  
 ) s.s..  
COUNTY OF UNION )

On the 22 day of December, in the year 2010, before me, the undersigned, personally appeared, Patrick D. Morrison, 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.

Cheryl A. Jesse

Notary Public State of New Jersey  
My commission expires:

CHERYL A. JESSE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 20, 2012

NOTARY  
PUBLIC

## Appendix "A"

### Legal Description of OU-3

ALL that certain plot, piece or parcel of land, including land under water, situate, lying and being in the Fifth Ward, of the Borough and County of Richmond, (formerly Town of Westfield) City and State of New York, bounded and described as follows: BEGINNING at a point South 12 degrees 26 minutes 50 seconds West along the westerly side of Arthur Kill Road 239.00 feet south of the corner formed by the intersection of the southerly side of Richmond Valley Road with the westerly side of Arthur Kill Road to set iron pipe (coordinates of the point of beginning in NAD 83 are 917594.553, 129033.616 and the respective rotation required to get the limits into NAD 83 are North 00 degrees 05 minutes 55 seconds East); running thence along the westerly side of Arthur Kill Road South 12 degrees 26 minutes 50 seconds West 578.69 feet; thence North 87 degrees 51 minutes 10 seconds West 127.85 feet; thence North 47 degrees 12 minutes 10 seconds West 73.58 feet; thence North 28 degrees 38 minutes 10 seconds West 93.33 feet; thence North 28 degrees 59 minutes 10 seconds West 91.83 feet; thence North 2 degrees 42 minutes 10 seconds West 91.92 feet; thence South 85 degrees 30 minutes 50 seconds West 133 feet; thence South 51 degrees 18 minutes 50 seconds West 70 feet; thence South 18 degrees 00 minutes 10 East 63 feet; thence North 56 degrees 52 minutes 10 seconds West 60.25 feet; thence North 24 degrees 55 minutes 10 seconds West 54 feet; thence North 65 degrees 05 minutes 10 seconds West 51 feet; thence North 4 degrees 15 minutes 10 seconds West 273.08 feet; thence North 21 degrees 37 minutes 10 seconds West 185 feet; thence South 61 degrees 00 minutes 10 seconds East 102.83 feet; thence South 88 degrees 23 minutes 10 seconds East 132.33 feet; thence North 89 degrees 52 minutes 50 seconds East 20 feet; thence North 73 degrees 54 minutes 50 seconds East 110.17 feet; thence North 46 degrees 49 minutes 50 seconds East 176 feet to the southerly side of Richmond Valley Road; thence along the southerly side of Richmond Valley Road South 83 degrees 30 minutes 10 seconds East 124.42 feet; thence still along said road South 78 degrees 44 minutes 10 seconds East 24.28 feet; thence South 30 degrees 40 minutes 24 seconds East 297.60 feet to the point of BEGINNING.

Being known and designated on the New York City Tax Map as Section 5 Block 7983 Lot 100 and containing approximately 8.89 acres.

RECORD AND RETURN TO  
Commonwealth Land Title Insurance Co.  
140 East 45th Street, 22nd Floor  
New York, NY 10017  
ATTN: GRACE ONAGA