

**Richmond NY**  
Record 1 of 1

Document #	Recorded Date	Recorded Time	Document Type	Consideration	Image
0380764	5/3/2011	11:24 AM	DECLARATION	\$.00	<u>8</u>

Volume	Book	Page

Property Information		
Block	Low Lot	High Lot
0000007971	0000000250	0000000250
0000007971	0000000260	0000000260
0000007971	0000000270	0000000270
0000007971	0000000280	0000000280

Sequence	Party	Name	Correction
1	GRANTOR	BEST EQUITIES LLC	N
2	GRANTOR	TOTTENVILLE EQUITIES, LLC	N
3	GRANTEE	CHARLESTON EQUITIES, LLC	N
4	GRANTEE	RICHMOND VALLEY REALTY LLC	N

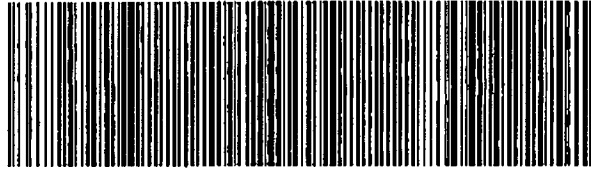
References					
Document #	Year	Type	Volume	Book	Page

Record & Return
ALCATEL LUCENT 600 MOUNTAIN AVENUE RM 6E-238, ATTN: L.LEFKOWITZ MURRAY HILL NJ 07974



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

Hon. Stephen J. Fiala, County Clerk



ACS-000000000295453-000000000393883-008

Recording and Endorsement Cover Page

Document Id: 000000000393883 Document Date: 03/23/2011 Preparation Date: 04/18/2011  
Document Type: DECLARATION  
Document Page Count: 00008

PRESENTER:

COMMONWEALTH/LAWYERS TITLE  
2 GRAND CENTRAL TOWER  
140 EAST 45TH STREET, 22ND FL.  
NEW YORK /SS110160 R NY, 10017

RETURN TO:

ALCATEL LUCENT  
600 MOUNTAIN AVENUE  
RM 6E-238, ATTN: L.LEFKOWITZ  
MURRAY HILL NJ, 07974

PROPERTY DATA # OF BLOCKS 1 # OF LOTS 4

Block Lot Unit Address  
7971 250 Entire Lot 236 RICHMOND VALLEY ROAD  
Property Type: Office Building  
"And Addl Blocks and/or Lots"

PARTIES

GRANTOR  
BEST EQUITIES LLC

GRANTEE  
CHARLESTON EQUITIES LLC

NY,

NY,

"And Others"

"And Others"

PAYMENT DETAIL

Make Checks Payable to:

Richmond County Clerk: 55.00 Recording Fees

Total Payments For This Document: 55.00

**FEES PAID**

EXAM LL DATE 5/2/11

RECORDED IN RICHMOND COUNTY

LAND DOC# 380764  
27-DECL,CONT,WAIVER

05/03/2011 11:24:19 A.M.  
RECEIPT: 20254 FEE: \$55.00  
RICHMOND COUNTY CLERK

MAY - 3 2011

*[Signature]*  
COUNTY CLERK

## DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 23<sup>rd</sup> day of MARCH, 2011, by the undersigned, each a limited liability company organized and existing under the laws of the State of New York and having an office for the transaction of business at 1165 East 24<sup>th</sup> Street, Brooklyn, New York, 11210.

WHEREAS, Nassau Metals Operable Unit-2 (OU-2) 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 at 236-286 Richmond Valley 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 Property was conveyed to Best Equities LLC by deed from Nassau Metals Corporation dated June 29, 2004 and recorded in the Richmond County Register's Office in Reel/Liber 19194 Page 329; and

WHEREAS, each of the undersigned is the current owner of a portion of 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, each of the undersigned, 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

Block 7971  
Lots 250, 260  
270 & 280

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.

**[BALANCE OF PAGE IS BLANK AND SIGNATURES ARE ON NEXT PAGE]**

**IN WITNESS WHEREOF**, each of the undersigned has executed this instrument the day written above.

**Best Equities LLC**

(Owner of Block 7971 Lot 250)

By: 

Print Name & Title: Marvin Beinhorn, Manager

**Tottenville Equities LLC**

(Owner of Block 7971 Lot 260)

By: 

Print Name & Title: Marvin Beinhorn, Manager

**Charleston Equities LLC**

(Owner of Block 7971 Lot 270)

By: 

Print Name & Title: Marvin Beinhorn, Manager

**Richmond Valley Realty LLC**

(Owner of Block 7971 Lot 280)

By: 

Print Name & Title: Marvin Beinhorn, Manager

STATE OF NEW YORK )  
COUNTY OF Kings ) s.s..

On the 23<sup>rd</sup> day of MARCH, in the year 2011, before me, the undersigned, personally appeared, Marvin Beinhorn, 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

STATE OF NEW YORK )  
COUNTY OF Kings ) s.s..

YOEL A. ZAGELBAUM  
Notary Public State of New York  
No. 02ZA6114289  
Qualified in Kings County 2012  
Commission Expires August 9, 2012

On the 23<sup>rd</sup> day of MARCH, in the year 2011, before me, the undersigned, personally appeared, Marvin Beinhorn, 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.

  
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\_\_\_\_\_  
Notary Public State of New York

YOEL A. ZAGELBAUM  
Notary Public State of New York  
No. 02ZA6114289  
Qualified in Kings County  
Commission Expires August 8, 2014  
2014

## APPENDIX A

### Description of the Property

All those certain lot(s) or parcel(s) of land, with the buildings and improvements thereon erected, situated, lying and being in the Fifth Ward of the Borough and County of Richmond, City and State of New York, and being known and designated on the New York City Tax Map for the County of Richmond as Lots 250, 260, 270 and 280 in Block 7971, being more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Richmond Valley Road and the easterly side of Arthur Kill Road from set iron pipe (coordinates of the point of beginning in NAD 83 are 917696.948, 129266.654 and the respective rotation required to get the limits into NAD 83 are North 00 degrees 05 minutes 55 seconds East); running thence South 12 degrees 26 minutes 50 seconds West along the easterly side of Arthur Kill Road 56.09 feet to set iron pipe; thence in a general southeasterly direction along the arc of a curve bearing to the left with a radius of 880.29 feet and arc length of 833.23 feet to a point; thence South 88 degrees 51 minutes 00 seconds East a distance of 487.61 feet to the point of intersection with the westerly side of Page Avenue to set iron pipe; thence North 9 degrees 28 minutes 14 seconds West along the westerly side of Page Avenue 324.71 feet to the point of intersection with the southerly side of Richmond Valley Road; thence westerly along the southerly side of Richmond Valley Road North 77 degrees 45 minutes 00 seconds West 146.54 feet; thence still along said road North 82 degrees 43 minutes 00 seconds West 366.69 feet; thence still along said road North 85 degrees 16 minutes 00 seconds West 254.40 feet; thence still along said road North 86 degrees 08 minutes 00 seconds West 183.00 feet; thence still along said road North 85 degrees 15 minutes 40 seconds West 100.06 feet; thence still along said road North 86 degrees 34 minutes 30 seconds West 86.23 feet to the corner first mentioned the point of BEGINNING.



