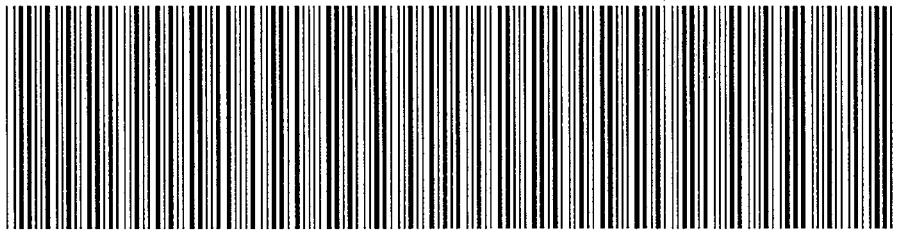


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

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Document ID: 2014062501142001

Document Date: 06-11-2014

Preparation Date: 06-25-2014

Document Type: SUNDRY AGREEMENT

Document Page Count: 6

PRESENTER:

FRONTIER RECORDINGS
30 WEST BROAD STREET
SUITE 100
ROCHESTER, NY 14614
585-955-6111
RECORDINGS@FRONTIERABSTRACT.COM

RETURN TO:

FRONTIER RECORDINGS
30 WEST BROAD STREET
SUITE 100
ROCHESTER, NY 14614
585-955-6111
RECORDINGS@FRONTIERABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2266	1	Partial Lot	N/A HARRISON AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN: 2013000243646

PARTIES

PARTY 1:

BAIS RUCHEL HIGH SCHOOL INC
174 RODNEY STREET
BROOKLYN, NY 11211

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: \$ 67.00

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 06-30-2014 11:10

City Register File No.(CRFN):

2014000220216



Gina M. Hill

City Register Official Signature

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 14 day of JUNE 2014, by Bais Ruchel High School, Inc., a corporation organized and existing under the laws of the State of New York and having an office for the transaction of business at 174 Rodney Street, Brooklyn, NY 11211.

WHEREAS, "Pfizer Sites B and D" (Site #V00350) is the subject of a Voluntary Cleanup Agreement executed by Pfizer, Inc. (to which Oholei Shloma and YGS, Inc. f/k/a Congregation YGS were added as Volunteers by amendment dated September 19, 2012, VCA Index #D2-0010-0703, Amendment #2) 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 the address of 177 Harrison Avenue in the City of New York, County of Kings, State of New York, being the same as (or part of) that property conveyed to Bais Ruchel High School, Inc. by YGS, Inc. f/k/a/ Congregation YGS by deed(s) dated January 17, 2013 and recorded on June 20, 2013 in the City Register of the City of New York in Instrument No. 2013000243646, and being more particularly described in Schedule "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, Bais Ruchel High School, Inc., 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 Schedule "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. 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 12233.

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 **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)** without the express written waiver of such prohibition by the Department or Relevant Agency.

Fifth, 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 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.

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.

By: Leopold Teitelbaum

Print Name: Leopold Teitelbaum

Title: President Date: 6/11/14

Grantor's Acknowledgment

STATE OF NEW YORK)

) s.s.:

COUNTY OF Kings)

On the 11TH day of JUNE, in the year 2014, before me, the undersigned, personally appeared LEOPOLD TEITELBAUM, 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.

ARON MANDEL

Notary Public State of New York

ARON MANDEL
NOTARY PUBLIC, State of New York
No. 01MA6269662
Qualified in Kings County
Commission Expires October 01, 2016

Date 6-11-14

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, 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 the corner formed by the northerly side of Harrison Avenue and the westerly side of Gerry Street;

RUNNING THENCE westerly along the northerly side of Harrison Avenue, 100 feet;

Thence northerly parallel with Gerry Street, 150 feet;

Thence easterly parallel with Harrison Avenue, 100 feet, to the westerly side of Gerry Street;

Thence southerly along the westerly side of Gerry Street 150 feet to the point or place of BEGINNING.

SCHEDULE "B"

(See Map Attached)

