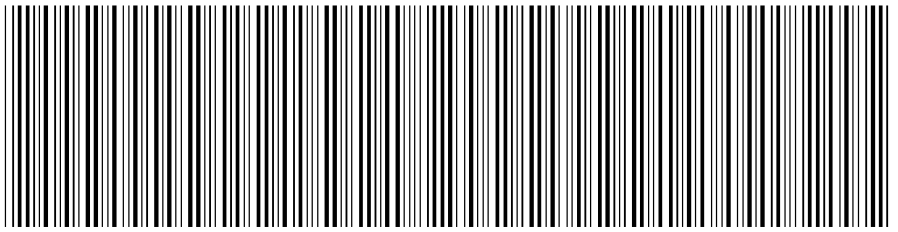


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 10**

**Document ID: 2024040900678001** Document Date: 10-12-2022 Preparation Date: 04-24-2024  
Document Type: DEED WITH RESTRICTIVE COVENANT  
Document Page Count: 9

**PRESENTER:**

MTA  
2 BROADWAY  
4 FLOOR  
NEW YORK, NY 10004  
212-878-1039  
KCARBY@MTAHQ.ORG

**RETURN TO:**

MTA  
2 BROADWAY  
4 FLOOR  
NEW YORK, NY 10004  
212-878-1039  
KCARBY@MTAHQ.ORG

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
QUEENS	12162	32	Entire Lot	N/A BRINKERHOFF AVENUE
<b>Property Type: NON-RESIDENTIAL VACANT LAND</b>				

**CROSS REFERENCE DATA**

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

**PARTIES**

**GRANTOR/SELLER:**

NY STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
ATTN: KYLE PERO, 625 BROADWAY, 14TH FLOOR  
ALBANY, NY 12233-1500

**GRANTEE/BUYER:**

LONG ISLAND RAIL ROAD  
93-02 SUTPHIN BLVD  
JAMAICA, NY 11435

**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
<b>TOTAL:</b>	<b>\$</b>	<b>0.00</b>
Recording Fee:	\$	EXEMPT
Affidavit Fee:	\$	0.00

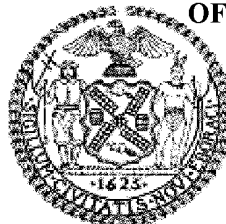
**Filing Fee:**

	\$	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 05-29-2024 11:17  
City Register File No.(CRFN):  
**2024000135546**



*Colette N. Chiu-Jacques*

**City Register Official Signature**

**DECLARATION of COVENANTS and RESTRICTIONS**

**THIS COVENANT** is made the 12<sup>th</sup> day of OCTOBER 2022 by MTA Long Island Rail Road (LIRR), a subsidiary public benefit corporation of the MTA and has its offices for the transaction of business at 93-02 Sutphin Boulevard, Jamaica, NY 11435.

**WHEREAS**, Cedar Manor Substation is the subject of a Consent Order, DEC Index No. CO 1-20180613-127, with an effective date of which is July 13, 2018 (together with exhibits, appendices-and any subsequent modifications “the July 2018 Order”). executed by the LIRR as part of the New York State Department of Environmental Conservation’s (the “Department’s) inactive hazardous waste disposal site remedial programs pursuant to Article 27, Title 13 of the Environmental Conservation Law ("ECL") and Part 375 of Title 6 of the Official Compilation of Codes Rules and Regulations ("6 NYCRR") Program, namely that parcel of real property located on 158th Street and Tracks in the Village of Jamaica in the Borough of Queens, County of Queens, State of New York, which is part of lands conveyed by William Wood and John Green, Executors to the Last Will and Testament of William Wallace to South Side Rail Road Company by deed dated August 2, 1886 and recorded in the Queens County for NYC Deeds Select Recording Office in Liber 352 and Page 415, 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**, MTA Long Island Rail Road, 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 railroad and/or transportation purposes 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 to render it safe for drinking water or for industrial purposes, as appropriate, and the user must first notify and obtain written approval 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 Consent Order 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.

MTA Long Island Rail Road:

By: [Signature]

Print Name: David Florio

Title: Chief Real Estate Transactions and Operations Officer

Date: 10/12/22

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

On the 12<sup>th</sup> day of October, in the year 2022, before me, the undersigned, personally appeared David Florio, 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.

[Signature]  
Notary Public - State of New York

**PAM GEARY**  
Notary Public, State of New York  
No. 01GE6036159  
Qualified in Nassau County  
Commission Expires February 28, 2026

# APPENDIX "A"

## This Indenture

made the Second day  
 of August in the year one thousand eight hundred and Sixty Six Between  
William D. Wood and John Green Executors, and John Wallace  
~~Executors~~ of the Last Will and Testament of William Wallace late of  
 the Town of Jamaica, Queens County, deceased, parties of the first part  
 and The South Side Rail Road Company of Long Island  
 parties

of the second part, **Witnesseth**, That the said partys of the first part, by virtue of the power and authority to them given in and by the said last Will and Testament, and for and in consideration of the sum of One thousand four hundred & seventy five dollars lawful money of the United States of America, to them in hand paid, at or before the ensembling and delivery of these presents, by the said partys of the second part, the receipt whereof is heroby acknowledged, and the said partys of the second part, ~~their~~ <sup>successors and assigns</sup> ~~heirs, executors and administrators,~~ for ever released and discharged from the same by these presents, hath granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said partys of the second part their ~~successors~~ <sup>heirs and assigns</sup> for ever, All that certain tract

or parcel of land situate lying and being in the County of Jamaica, Queens Co and State of New York bounded as follows beginning at a certain  
point on the east side of the property of the said Wallace distant twenty seven feet westerly at right angles from the center track line of the said  
South Side Rail Road and thence running along the west line of the property of the said Wallace south twenty two degrees east about two thousand six  
hundred and fifty two feet thence south eighty three degrees east about eighty nine feet to a point distant westerly twenty seven feet at right angles from said center track line  
thence easterly with said center track line for the arc of a circle with a radius of one thousand one hundred and forty three feet about one hundred and twenty  
one feet thence on a line parallel to and with said center track line at a distance of thirty nine feet perpendicularly therefrom south forty four and one quarter degrees east  
about eight hundred and nine feet to the south line of the property of the said Wallace thence along said south line north twenty two and a half degrees east about twenty two feet  
to a point distant north westerly thirty nine feet at right angles from said center track line thence on a line parallel with said center track line north forty four and one  
quarter degrees east about seven hundred and eighty feet thence easterly with said center track line at a distance of thirty nine feet perpendicularly therefrom  
for the arc of a circle with a radius of one thousand one hundred and seventy seven feet about seven hundred and forty four feet thence parallel with said center  
track line at a distance of thirty nine feet perpendicularly therefrom north twenty two degrees east about ninety eight feet thence south thirty three degrees west  
about sixteen feet to a point distant thence  
perpendicularly from said center track line thence on a line parallel with  
said center track line north twenty two degrees west about one thousand feet thence north sixty three degrees east about sixteen feet to a point distant  
thirty nine feet north westerly at right angles from the said center track line thence along a line parallel with said center track line north twenty two  
degrees west about one thousand two hundred and eighty four feet to the north line of the property of the said Wallace thence along said north line south sixty three  
degrees west about sixty seven feet to the point of beginning. Such tract containing about three acres and seventy one hundredths of an acre.

Together with all and singular the edifices, buildings, rights, members, privileges, advantages, hereditaments and appurtenances to the same belonging or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also, all the estate, right, title, interest, claim and demand whatsoever, both in law and equity; which the said Testator had in his lifetime, and at the time of his decease, and which the said party of the first part hath, by virtue of the said last Will and Testament or otherwise, of, in and to the same, and every part and parcel thereof, with the appurtenances. To have and to hold the said premises above mentioned and described, and hereby granted and conveyed, or intended so to be, with the appurtenances, unto the said parties of the second part, ~~their~~ <sup>heirs</sup> and assigns, to their only proper use, benefit and behoof for ever. And the said party of the first part, for ~~himself~~ <sup>his</sup> heirs, executors and administrators, doth covenant, grant, promise and agree to and with the said parties of the second part, ~~their~~ <sup>their</sup> ~~successors~~ <sup>heirs</sup> and assigns, that the said parties of the second part, ~~their~~ <sup>their</sup> ~~successors~~ <sup>heirs</sup> and assigns, shall and lawfully may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy, all and singular the said hereditaments and premises hereby granted and conveyed, or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues and profits thereof, to and for their own use and benefit without any lawful let, suit, hindrance, molestation, interruption or denial whatsoever, of, from, or by the said party of the first part, ~~their~~ <sup>their</sup> heirs or assigns; or of, from, or by any other person or persons whomsoever lawfully claiming or who shall or may lawfully claim hereafter, by, from or under them or by, from or under right, title, interest or estate; And that the same now are free and clear and freely and clearly discharged, acquitted and exonerated, or otherwise well and sufficiently saved, defended, kept harmless and indemnified by the said party of the first part, ~~their~~ <sup>their</sup> heirs and assigns of, from and against all and all manner of former and other gifts, grants, bargains, sales, mortgages, judgments, and all other charges and incumbrances whatsoever, had, made, committed, executed, or done by the said party of the first part, or by, through, or with acts, deeds, means, present, procurement or privy.

In Witness whereof, the said parties to these presents have herunto interchangeably set their hands and seals the day and year first above written.

Sealed and delivered in the presence of  
 S. M. [unclear] et al. Wm D Wood

Wm D Wood  
 John Green  
 and Wallace

State of New York, County of Queens. On this second day of August in the year one thousand eight hundred and sixty six before me came William D Wood to one known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as Executor of the last will and testament of William Wallace dec'd.

John H. Stephens  
 Justice of the Peace

State of New York  
City and County  
of New York

On this the twentieth day of  
September 1866 before me came John Green and Ann Wallace  
to me known to be the persons described and who executed  
the foregoing instrument and who since acknowledged  
that they represented the same, he said John Green executing the  
same as Executor of the last will and testament of William Wallace  
de<sup>d</sup>

John A. Howe  
Notary Public  
for the City & County of New York

Recorded in Tuscola County Clerk's Office in Liber  
352 of Deeds page 343<sup>418</sup> August 2, 1871 at 9 A.M.  
Examined by John H. Scribner

John H.

H 2  
William D'Wor  
Executors  
of William Wallace, dec'd  
Village of Jamaica

The South Side Road  
Broad Comp any of L &  
3800 ft. = 2800 by 6 ft wide  
and 1000 " 50 " "

EXECUTOR'S DEED. 1173

Dated July/Aug. 21, 1866

By laws of J. B. Pittman  
" " " South St.

in testimony I. by A. D. W.  
Dec. 18 map 3. S. S. 10.

L 11 A 95

Em. A.

Filed July 31 1866 p. 315  
Wm. B. Baguer  
Atty. & C. Bannister  
Jamaica

Original in  
Jamaica  
to Wm. D'Wor (Chas. S. S. Lane)  
July 1867  
with Wm. D'Wor  
W. O. D. C.



State of New York,  
City and County of New York, }

I, **CHARLES E. LOEW**, Clerk of the City and County of New York, and also Clerk of the Supreme Court for the said City and County, the same being a Court of Record, DO HEREBY CERTIFY, That

*Sept 11 187*

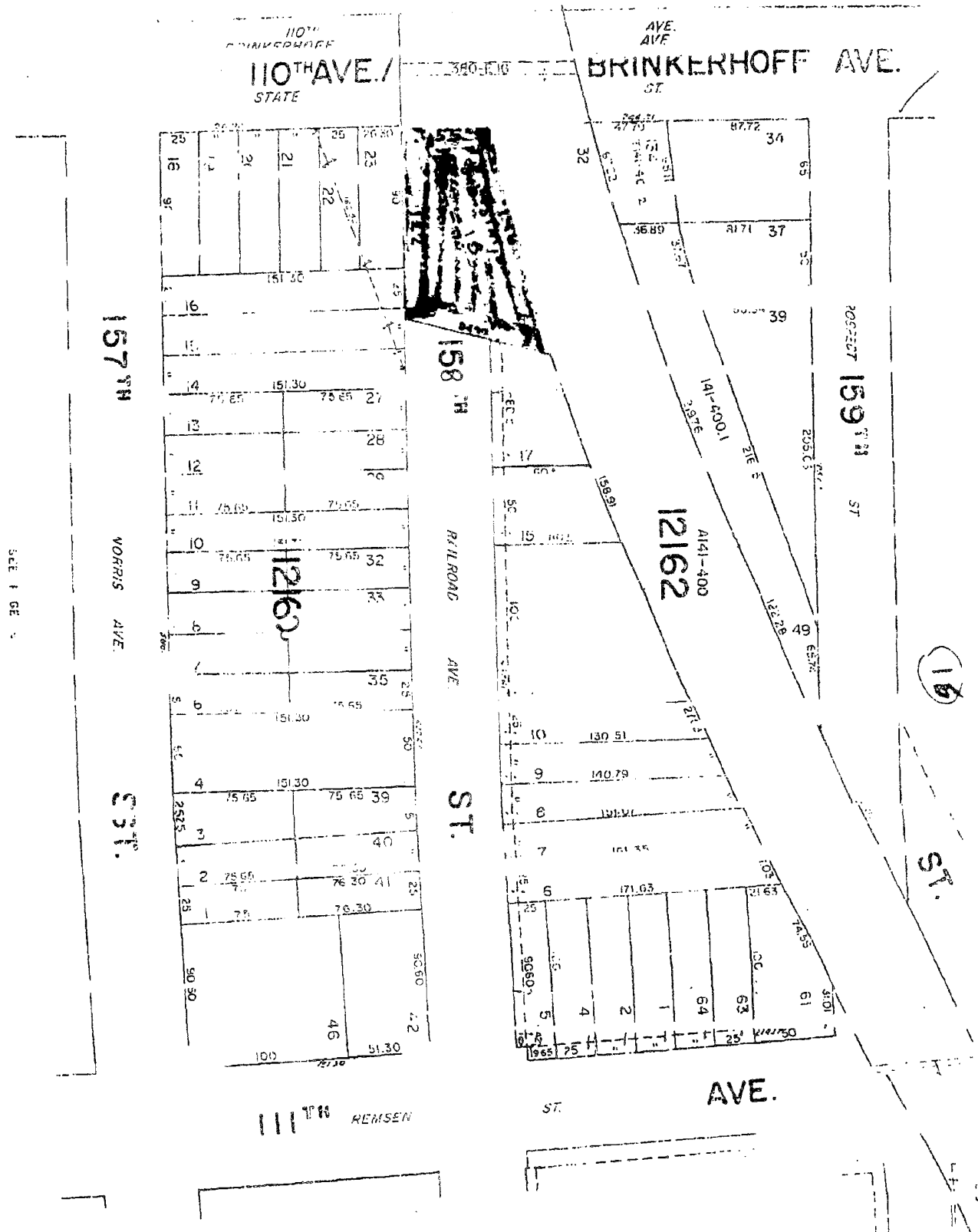
whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledgment, a Notary Public in and for the City and County of New York, dwelling in the said City, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. I further Certify that said Instrument is executed and acknowledged according to the law of the State of New York.



In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the said Court and County, the

day of *Aug* 187  
*Chas E Loew*  
Clerk.

# APPENDIX "B"



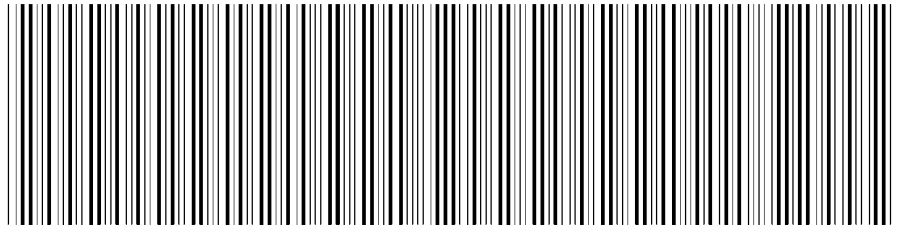
SEE PAGE 2

(16)

AVE.

REMPEN ST.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2024040900678001006SE7F8

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2024040900678001**

Document Date: 10-12-2022

Preparation Date: 04-24-2024

Document Type: DEED WITH RESTRICTIVE COVENANT

**ASSOCIATED TAX FORM ID:** 2024040500131

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

3



## Metropolitan Transportation Authority

State of New York

April 9, 2024

Queens County City Register  
Queens Business Center  
144-06 94th Avenue  
Jamaica, New York 11435

Re: Tax and Fee Exemption – Declaration of Covenants and Restrictions  
Cedar Manor Substation

To Whom It May Concern:

Please take note that pursuant to Public Authorities Law § 1275, the Metropolitan Transportation Authority and its agencies are exempt from recording fees:

“...Without limiting the generality of the following provisions of this section, property owned by the authority ...shall be exempt from taxation and special ad valorem levies. The authority shall be required to pay no fees, taxes or assessments, whether state or local, including but not limited to fees, taxes or assessments on real estate, franchise taxes, sales or other excise taxes, upon any of its property or the use thereof...”

Please contact me if there are any questions concerning the foregoing.

Very truly yours,

A handwritten signature in cursive script that reads "Kimlyn Carby".

Kimlyn Carby  
Paralegal  
(212) 878-1038  
kcarby@mtahq.org

Encl.

*The agencies of the MTA*

MTA New York City Transit  
MTA Long Island Rail Road

MTA Metro-North Railroad  
MTA Bridges and Tunnels

MTA Capital Construction  
MTA Bus Company