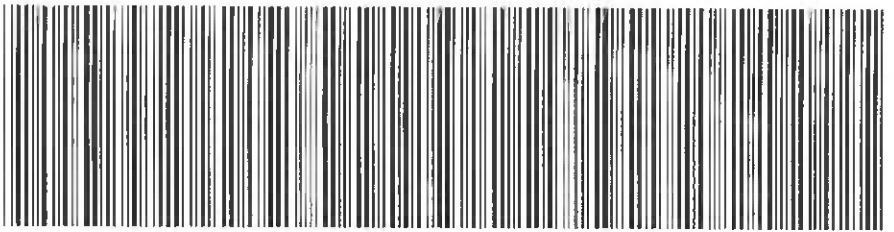


**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 7**

**Document ID: 2017102300421001**

**Document Date: 06-15-2017**

**Preparation Date: 10-25-2017**

**Document Type: SUNDRY MISCELLANEOUS**

**Document Page Count: 6**

**PRESENTER:**

TO BE PICKED UP BY COMMONWEALTH  
COMMONWEALTH LAND TITLE INSURANCE CO.  
685 THIRD AVENUE, 20TH FLOOR  
NEW YORK, NY 10017  
212-949-0100  
NY160526

**RETURN TO:**

TO BE PICKED UP BY COMMONWEALTH  
COMMONWEALTH LAND TITLE INSURANCE CO.  
685 THIRD AVENUE, 20TH FLOOR  
NEW YORK, NY 10017  
212-949-0100  
NY160526

PROPERTY DATA				
Borough	Block	Lot	Unit	Address
QUEENS	644	28	Entire Lot	36-06 34TH AVENUE
<b>Property Type: COMMERCIAL REAL ESTATE</b>				
Borough	Block	Lot	Unit	Address
QUEENS	644	43	Entire Lot	34-20 37TH STREET
<b>Property Type: COMMERCIAL REAL ESTATE</b>				

**CROSS REFERENCE DATA**

**CRFN: 2017000103238**

**PARTIES**

**PARTY 1:**  
ASTORIA ON STAGE, LLC  
34-12 36TH STREET  
ASTORIA, NY 11106

**FEES AND TAXES**

<b>Mortgage :</b>		<b>Filing Fee:</b>	
Mortgage Amount:	\$ 0.00		\$ 0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 0.00
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>\$ 0.00</b>		
Recording Fee:	\$ 70.00		
Affidavit Fee:	\$ 0.00		

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 10-26-2017 15:13

City Register File No.(CRFN):

2017000395873



*Gina M. Hill*

**City Register Official Signature**

## **DECLARATION of COVENANTS and RESTRICTIONS**

**THIS COVENANT** is made the 15th day of June, 2017, by Astoria ON Stage, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having an office for the transaction of business at 34-12 36th Street, Astoria, New York 11106.

**WHEREAS**, Former Levco Metals Finishing Property is the subject of a Voluntary Cleanup Agreement executed by Levco Woodwork Joint Venture 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 on 34-11 36th Street in the Town of Astoria, County of Queens, State of New York, which is part of lands conveyed by George S. Kaufman, as nominee for Astoria ON Stage, LLC, successor by merger to Levco Associates L.P. to Astoria ON Stage, LLC by deed dated February 28, 2017 and recorded in the Queens County Clerk's Office in Instrument No. 2017000103238, 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**, Astoria ON Stage, LLC, 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.

Astoria ON Stage, LLC

By 

Print Name: Hal G. Rosenbluth, Authorized Signatory

Title: AVM. SPS Date: 6/15/12

STATE OF NEW YORK )

) s.s.:

COUNTY OF QUEENS )

On the 15<sup>th</sup> day of June, in the year 2017, before me, the undersigned, personally appeared HAL G. Rosenbluth, 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

MARIA KAPSIS  
Notary Public, State of New York  
No. 01KA6279741  
Qualified in Queens County  
Commission Expires April 16, 2017

## APPENDIX "A"

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of 36th Street distant 340.31 feet northerly from the corner formed by the intersection of the northerly side of 35th Avenue with the easterly side of 36th Street;

RUNNING THENCE easterly at right angles to 36th Street, 200.21 feet to the westerly side of 37th Street;

THENCE northerly along the westerly side of 37th Street, 75.05 feet;

THENCE westerly at right angles to 37th Street, 100.105 feet to the center line of the block;

THENCE northerly along the center line of the block and parallel with 37th Street, 46.75 feet;

THENCE northwesterly along a line forming an interior angle of 111 degrees 56 minutes 16 seconds with the last mentioned course, 107.92 feet to the easterly side of 36th Street;

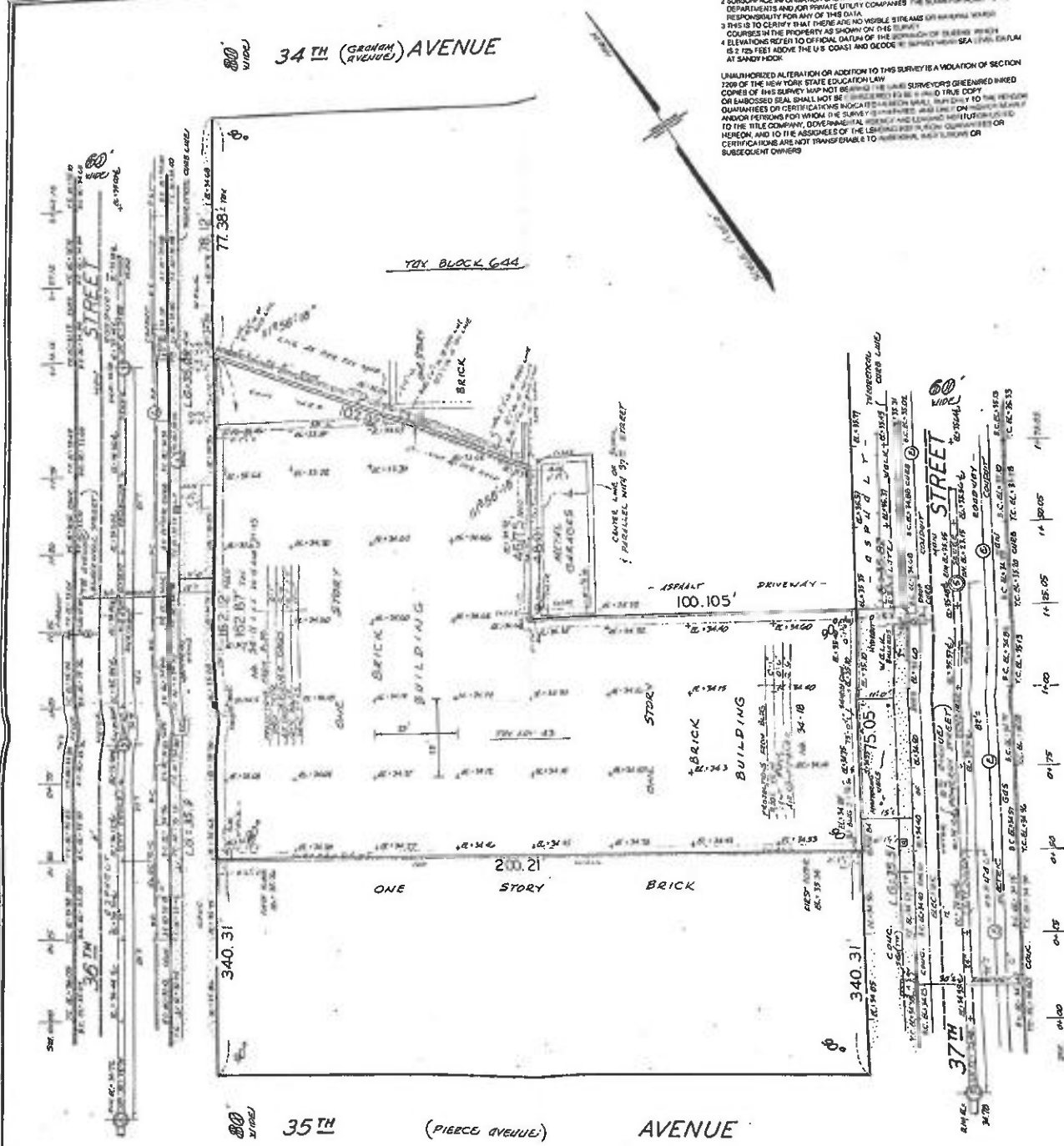
THENCE southerly along the easterly side of 36th Street, 162.12 feet to the point or place of BEGINNING.

## APPENDIX "B"

See attached.



NOTE  
1. CONSULT WITH THE HIGHWAY DEPARTMENT BEFORE INTERFERING, ALTERING, OR REMOVING ANY NEW OR EXISTING CURBS, WALKS OF ROADWAY, OR THE STREET SURVEYOR'S DEPARTMENT'S AND FOR PRIVATE UTILITY COMPANIES THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR ANY OF THIS DATA.  
2. THIS IS TO CERTIFY THAT THERE ARE NO VISIBLE STREAMS OR HARBOR WAYS COURSES IN THE PROPERTY AS SHOWN ON THIS SURVEY.  
3. ELEVATIONS REFER TO OFFICIAL DATUM OF THE SURVEYOR'S SEA LEVEL DATUM AT SANDY HOOK.  
UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 1209 OF THE NEW YORK STATE EDUCATION LAW.  
COPIES OF THIS SURVEY MAP NOT BEING THE SURVEYOR'S GREENED INKED OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TRUE COPIES.  
QUANTITIES OR CERTIFICATIONS INDICATED IN THIS MAP, MAP ONLY TO THE HEDON AND/OR PERSONS FOR WHOM THE SURVEY IS MADE, AND NOT ON WHICH MAPS TO THE TITLE COMPANY, GOVERNMENTAL AGENCY, AND LEGAL INSTRUMENTS HEREON, AND TO THE ASSIGNEES OF THE SURVEYOR, WITH COMPENSATION OR CERTIFICATIONS ARE NOT TRANSFERABLE TO ANY OTHER, SUCH SURVEYOR OR SUBSEQUENT OWNERS.



Map of Property  
made at  
Long Island City  
First Ward  
Borough Of Queens  
City of New York



Robert A. Haynes  
Professional Land & City Surveyor  
219 West Jericho Turnpike  
Huntington, N.Y. 11743  
219 Syosset-Woodbury Road  
Syosset, N.Y. 11791

Phone 718-691-7595/516-692-8728 Fax 516-692-8759  
Scale: 1"=20'-0" Surveyed: February 11, 1997