

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 30<sup>th</sup> day of July, 2010, between Owner(s) The City of New York, acting through its Department of Education, having an office at 52 Chamber Street, New York, New York, 10007, County of New York, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 730 Concourse Village West in the Borough of the Bronx, City of New York, and State of New York, known and designated on the tax map of the County Clerk of Bronx as tax map parcel numbers: Section 9 Block 2443 Lot part of 78, being the same as that property conveyed to Grantor by deed dated March 12, 1968 and recorded in the City Register of the City of New York in Liber 339 at Page 859 comprising approximately 0.9180 ± acres, and hereinafter more fully described in the Land Title Survey Drawing No.: 57239-10, dated November 11, 2004, revised on March 3, 2010 and July 15, 2010 prepared by Montrose Surveying Co., LLP, City and Land Surveyors, which will be attached to the Site Management Plan. The property description (the "Controlled Property") is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of BCA Index NoNumber: W2-1074-05-08, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used 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)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP.

(4) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(7) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP.

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP.

(9) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for raising livestock or producing animal products for human consumption, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Regional Remediation Engineer  
NYSDEC - Region 2  
Division of Environmental Remediation  
One Hunter's Point Plaza, 47- 40 21st Street  
Long Island City, NY 11101-5407,  
Phone: (718) 482 - 4900

or

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against

the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C 203030  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to: Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the





**SCHEDULE "A" PROPERTY DESCRIPTION**

730 Concourse Village West  
New York, NY  
Section 9 Block 2443 Lot Part of 78

Legal Description  
MSC NO. 57239-10  
Tax Block 2443 Tax Lot 78  
Environmental Easement Area  
Acreage: 0.9180 ±

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

BEGINNING at a point on the easterly side of Concourse Village West (60 feet wide), distant 394.18 feet northerly from the corner formed by the intersection of the easterly side of Concourse Village West with the northerly side of East 153rd Street (50 feet wide), as said street is shown on the Tax Maps of New York City.

RUNNING THENCE North 83 degrees 44 minutes 07 seconds East, 125.00 feet to a point;

RUNNING THENCE North 04 degrees 57 minutes 30 seconds West, 200.00 feet to a point;

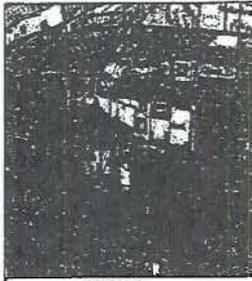
RUNNING THENCE North 83 degrees 44 minutes 07 seconds East, 25.00 feet to a point;

RUNNING THENCE North 04 degrees 57 minutes 30 seconds West, 100.00 feet to the southerly line of that parcel of land described and designated as Parcel B in deed dated December 14, 1966 from the New York Central Railroad Company to the City of New York recorded in the Office of the Register of the City of New York in Bronx County in Record Liber 180 Page 251;

RUNNING THENCE South 83 degrees 44 minutes 07 seconds West, along the southerly line of those parcels of land designated as Parcel B in the aforementioned deed, 150.00 feet to the easterly side of Concourse Village West;

RUNNING THENCE South 04 degrees 57 minutes 30 seconds East along the easterly side of Concourse Village West, 300.00 feet to the point or place of BEGINNING.

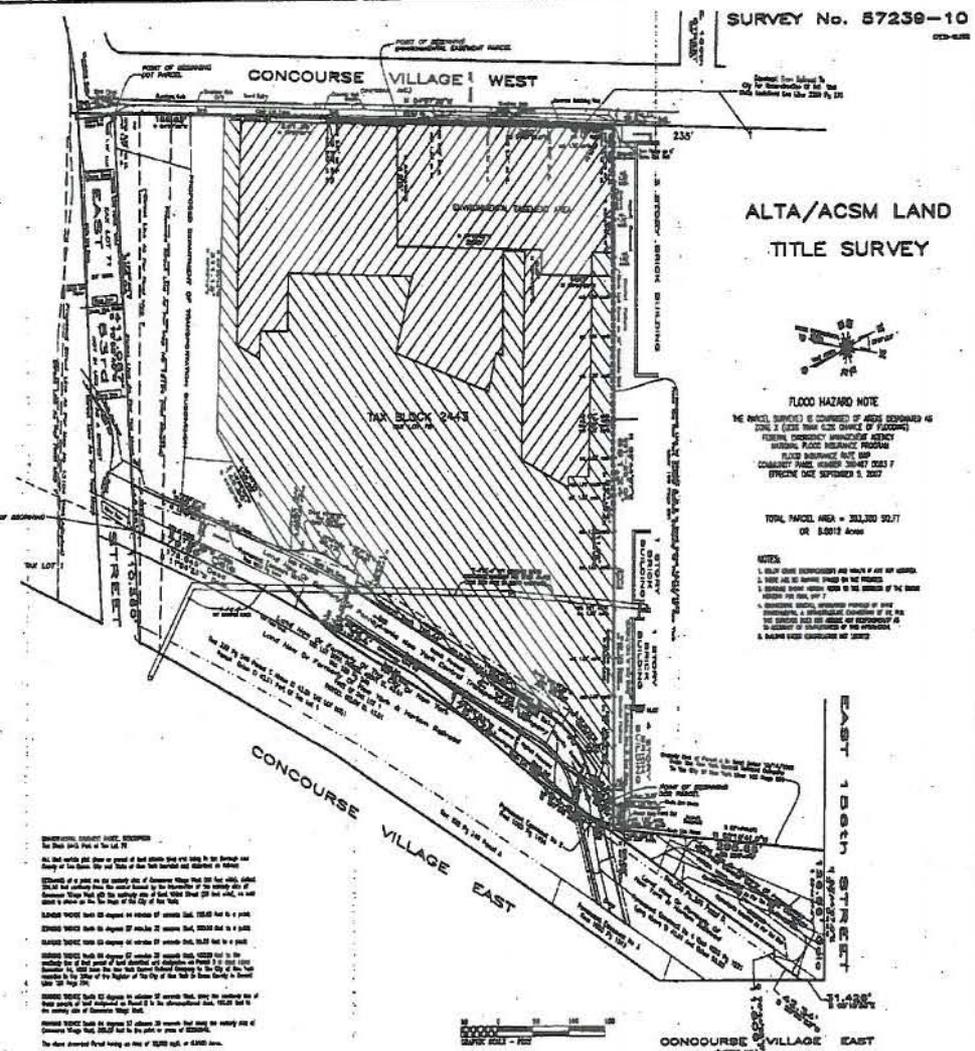
SURVEY



AIR PHOTO MAP

PARCEL DESCRIPTION

1. Block 20, Lot 20, 20.00 sq. ft.
2. Block 20, Lot 21, 20.00 sq. ft.
3. Block 20, Lot 22, 20.00 sq. ft.
4. Block 20, Lot 23, 20.00 sq. ft.
5. Block 20, Lot 24, 20.00 sq. ft.
6. Block 20, Lot 25, 20.00 sq. ft.
7. Block 20, Lot 26, 20.00 sq. ft.
8. Block 20, Lot 27, 20.00 sq. ft.
9. Block 20, Lot 28, 20.00 sq. ft.
10. Block 20, Lot 29, 20.00 sq. ft.
11. Block 20, Lot 30, 20.00 sq. ft.
12. Block 20, Lot 31, 20.00 sq. ft.
13. Block 20, Lot 32, 20.00 sq. ft.
14. Block 20, Lot 33, 20.00 sq. ft.
15. Block 20, Lot 34, 20.00 sq. ft.
16. Block 20, Lot 35, 20.00 sq. ft.
17. Block 20, Lot 36, 20.00 sq. ft.
18. Block 20, Lot 37, 20.00 sq. ft.
19. Block 20, Lot 38, 20.00 sq. ft.
20. Block 20, Lot 39, 20.00 sq. ft.
21. Block 20, Lot 40, 20.00 sq. ft.
22. Block 20, Lot 41, 20.00 sq. ft.
23. Block 20, Lot 42, 20.00 sq. ft.
24. Block 20, Lot 43, 20.00 sq. ft.
25. Block 20, Lot 44, 20.00 sq. ft.
26. Block 20, Lot 45, 20.00 sq. ft.
27. Block 20, Lot 46, 20.00 sq. ft.
28. Block 20, Lot 47, 20.00 sq. ft.
29. Block 20, Lot 48, 20.00 sq. ft.
30. Block 20, Lot 49, 20.00 sq. ft.
31. Block 20, Lot 50, 20.00 sq. ft.
32. Block 20, Lot 51, 20.00 sq. ft.
33. Block 20, Lot 52, 20.00 sq. ft.
34. Block 20, Lot 53, 20.00 sq. ft.
35. Block 20, Lot 54, 20.00 sq. ft.
36. Block 20, Lot 55, 20.00 sq. ft.
37. Block 20, Lot 56, 20.00 sq. ft.
38. Block 20, Lot 57, 20.00 sq. ft.
39. Block 20, Lot 58, 20.00 sq. ft.
40. Block 20, Lot 59, 20.00 sq. ft.
41. Block 20, Lot 60, 20.00 sq. ft.
42. Block 20, Lot 61, 20.00 sq. ft.
43. Block 20, Lot 62, 20.00 sq. ft.
44. Block 20, Lot 63, 20.00 sq. ft.
45. Block 20, Lot 64, 20.00 sq. ft.
46. Block 20, Lot 65, 20.00 sq. ft.
47. Block 20, Lot 66, 20.00 sq. ft.
48. Block 20, Lot 67, 20.00 sq. ft.
49. Block 20, Lot 68, 20.00 sq. ft.
50. Block 20, Lot 69, 20.00 sq. ft.
51. Block 20, Lot 70, 20.00 sq. ft.
52. Block 20, Lot 71, 20.00 sq. ft.
53. Block 20, Lot 72, 20.00 sq. ft.
54. Block 20, Lot 73, 20.00 sq. ft.
55. Block 20, Lot 74, 20.00 sq. ft.
56. Block 20, Lot 75, 20.00 sq. ft.
57. Block 20, Lot 76, 20.00 sq. ft.
58. Block 20, Lot 77, 20.00 sq. ft.
59. Block 20, Lot 78, 20.00 sq. ft.
60. Block 20, Lot 79, 20.00 sq. ft.
61. Block 20, Lot 80, 20.00 sq. ft.
62. Block 20, Lot 81, 20.00 sq. ft.
63. Block 20, Lot 82, 20.00 sq. ft.
64. Block 20, Lot 83, 20.00 sq. ft.
65. Block 20, Lot 84, 20.00 sq. ft.
66. Block 20, Lot 85, 20.00 sq. ft.
67. Block 20, Lot 86, 20.00 sq. ft.
68. Block 20, Lot 87, 20.00 sq. ft.
69. Block 20, Lot 88, 20.00 sq. ft.
70. Block 20, Lot 89, 20.00 sq. ft.
71. Block 20, Lot 90, 20.00 sq. ft.
72. Block 20, Lot 91, 20.00 sq. ft.
73. Block 20, Lot 92, 20.00 sq. ft.
74. Block 20, Lot 93, 20.00 sq. ft.
75. Block 20, Lot 94, 20.00 sq. ft.
76. Block 20, Lot 95, 20.00 sq. ft.
77. Block 20, Lot 96, 20.00 sq. ft.
78. Block 20, Lot 97, 20.00 sq. ft.
79. Block 20, Lot 98, 20.00 sq. ft.
80. Block 20, Lot 99, 20.00 sq. ft.
81. Block 20, Lot 100, 20.00 sq. ft.



SURVEY No. 57239-10

ALTA/ACSM LAND TITLE SURVEY



FLOOD HAZARD NOTE
THE SUBJECT PROPERTY IS CONSIDERED TO BE AT RISK OF FLOODING...

TOTAL PARCEL AREA = 3,112.00 SQ. FT. OR 0.0713 ACRES

- NOTES:
1. SURVEY DONE IN ACCORDANCE WITH THE STATE ENGINEERING LAW...
2. THIS SURVEY WAS MADE FROM THE RECORDS OF THE CITY OF NEW YORK...

CONCOURSE VILLAGE WEST
CONCOURSE VILLAGE EAST
EAST 100TH STREET

Table with columns: NO., DESCRIPTION, AREA, etc. containing survey data.

MONTROSE SURVEYING CO., LLP. CITY & LAND SURVEYORS. Includes seal and signature.

## DECLARATION of COVENANTS and RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made as of the 28<sup>th</sup> day of July, 2010, on behalf of the City of New York, a municipality existing under New York State law, by the New York City Department of Education having an office at 52 Chambers Street, New York, NY 10007.

### WITNESSETH

**WHEREAS**, the City of New York is the owner of a parcel of real property located at 730 Concourse Village West in the Borough and County of The Bronx, City of New York, Tax Map Section 9, Block 2443, Part of Lot 78 on the Bronx Borough Tax Assessor's Map, which is part of the lands conveyed by Pennsylvania New York Central Transportation Company, as successor by merger to New York Central Railroad Company, to the City of New York by deed dated March 12, 1968 and recorded in the Office of the New York City Register for The Bronx in Book 339 of Deeds at Page 859, comprising approximately 5.3± acres, hereinafter more fully described in the Land Title Survey No. 57239-10 dated November 11, 2004, revised on March 3, 2010 and July 15, 2010 prepared by Montrose Surveying Co., LLP, City and Land Surveyors; and

**WHEREAS**, the City of New York is the owner of a parcel of real property located at 750 Concourse Village West in the Borough and County of The Bronx, City of New York, Tax Map Section 9, Block 2443, Lot 79 on the Bronx Borough Tax Assessor's Map, which is part of the lands conveyed by New York Central Railroad Company to the City of New York by deed dated December 14, 1966 and recorded in the Office of the New York City Register for The Bronx in Book 180 of Deeds at Page 251 and by Pennsylvania New York Central Transportation Company, as successor by merger to New York Central Railroad Company, to the City of New York by deed dated March 12, 1968 and recorded in the Office of the New York City Register for The Bronx in Book 339 of Deeds at Page 259, comprising approximately 3.28± acres, hereinafter more fully described in the Land Title Survey No. 57239-9 dated November 11, 2004, revised on March 3, 2010 and July 15, 2010 prepared by Montrose Surveying Co., LLP, City and Land Surveyors; and

**WHEREAS**, the City of New York is the owner of a parcel of real property located at 250 East 156th Street in the Borough and County of The Bronx, City of New York, Tax Map Section 9, Block 2443, Lot 190 on the Bronx Borough Tax Assessor's Map, which is part of the lands conveyed by New York Central Railroad Company to the City of New York by deed dated December 14, 1966 and recorded in the Office of the New York City Register for The Bronx in Book 180 of Deeds at Page 251, comprising approximately 2.58± acres, and hereinafter more fully described in the Land Title Survey No. 57239-9 dated November 11, 2004, revised on March 3, 2010 and July 15, 2010 prepared by Montrose Surveying Co., LLP, City and Land Surveyors; and

**WHEREAS**, the Land Title Surveys described above will be attached to the Site Management Plan; and

**WHEREAS**, the New York City School Construction Authority (NYCSCA) remediated a portion of Lot 78 known as "**Former Metro-North Property (Mott Haven), Bronx County**"

under the Brownfield Cleanup Program ("BCP") pursuant to Brownfield Cleanup Agreement (BCA), Index # W2-1074-05-08, Site # C203030 issued on February 17, 2006 by New York State Department of Environmental Conservation (NYSDEC); and

**WHEREAS**, NYSDEC approved the *Former Metro-North Property (Mott Haven), Bronx, New York, Site Management Plan, Final* dated November 2008, prepared by Shaw Environmental, Inc. ("Site Management Plan" or "SMP"), which may be modified in accordance with the Department's statutory and regulatory authority; and

**WHEREAS**, in response to public comments, the SCA agreed to include the off-Site areas consisting of property formerly part of the Mott Haven rail-yard, part of Lot 78 ("Non-BCP Area A") and Lots 79 and 190 ("Non-BCP Area B"), defined as the "Property" in the Site Management Plan and to this Declaration of Covenants and Restrictions. The Metes and Bounds description of the Property is set forth in and attached hereto as Appendix "A"; and

**WHEREAS**, the implementation of the SMP relative to BCP Site # C203030 is governed by an Environmental Easement; and

**WHEREAS**, this Declaration of Covenants and Restrictions sets forth those required restrictive covenants necessary to ensure implementation of the Site Management Plan relative to the Property.

**NOW, THEREFORE**, the City of New York acting through the New York City Department of Education, for itself and its successors and assigns, covenants and agrees as follows:

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

Second, unless the prior written approval of 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 as the "Relevant Agency" is first obtained, where contamination remains at the Property subject to the provisions of the 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, this Declaration of Covenants and Restrictions runs with the Property and is enforceable in perpetuity until amended or terminated. Such amendment or termination shall only be effectuated by a written amendment or release from the Department or Relevant Agency which is filed with the Office of the New York City Register for The Bronx in a manner prescribed by article nine of the real property law.

Fourth, 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 for the BCP site, which are described in the SMP, unless in each instance they the owner first obtain a written waiver of such prohibition from the Department or Relevant Agency.

Fifth, the Property may only be used for a school campus provided that the long-term engineering controls specified in the Site Management Plan are employed. These long-term

engineering controls include a cover system, vapor barrier, jet grout hydraulic barrier, Waterloo hydraulic barrier and sub-slab depressurization system. The location of the engineering controls on the Property is shown on the survey maps in Appendix "B."

Sixth, the Property may not be used for purposes other than a school campus without an amendment or the extinguishment of this Declaration of Covenants and Restrictions.

Seventh, 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.

Eighth, the engineering controls must be operated and maintained as specified in the SMP and may not be discontinued or modified without an amendment of the Site Management Plan (approved by the Relevant Agency) or the termination of this Declaration of Covenants and Restrictions. A copy of the up-to-date SMP must be kept in the custodian's office for each school located within the school campus.

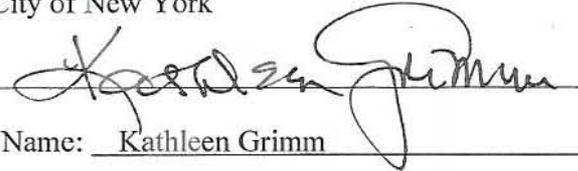
Ninth, the owner of the Property shall provide a periodic certification, prepared and submitted by a professional engineer or environmental professional acceptable to the Department or Relevant Agency, which will certify that the institutional and engineering controls put in place are unchanged from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

Tenth, the owner of the Property, for itself and its successors and assigns grant to the Department or Relevant Agency, its agents, employees, or other representatives of the State to the right to enter and inspect the Property in a reasonable manner and at reasonable times to assure compliance with the SMP and this Declaration of Covenants and Restrictions.

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

IN WITNESS WHEREOF, the City of New York acting through the New York City Department of Education has executed this instrument as of the day first set forth above.

The City of New York

By: 

Print Name: Kathleen Grimm

Title: Deputy Chancellor, Operations, NYC Dept. of Education

STATE OF NEW YORK )

COUNTY OF NY )

On the 28 day of July, in the year 2010, before me, the undersigned, personally appeared Kathleen Grimm, 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 capacit(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 and Office of Individual Taking  
Acknowledgment

SUSIE L. DRAYTON  
Notary Public, State of New York  
No. 31-4641434  
Qualified in New York County  
Commission Expires Sept. 10, 20 11

## **Appendix A**

### **Metes and Bounds Description of the Property**

Legal Description  
MSC NO. 57239-10  
Tax Block 2443 Part of Tax Lot 78  
Non-BCP Area A

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

BEGINNING at a point the following three courses and distances from the corner formed by the intersection of the southerly side of East 156<sup>th</sup> Street with the westerly side of Concourse Village East;

THENCE South 83 degrees 44 minutes 07.0 seconds West, along the southerly side of East 156<sup>th</sup> Street, 126.99 feet to a point;

THENCE South 02 degrees 14 minutes 41.0 seconds East, 295.66 feet to a point;

THENCE South 83 degrees 44 minutes 07 seconds West, 29.52 feet to the point or place of BEGINNING.

RUNNING THENCE South 24 degrees 55 minutes 32 seconds West, 32.65 feet to a point;

RUNNING THENCE North 69 degrees 26 minutes 22 seconds West, 11.95 feet to a point;

RUNNING THENCE South 37 degrees 37 minutes 23 seconds West, 45.67 feet to a point of intersection;

RUNNING THENCE southerly, along a curve bearing to the left having a radius of 110.56 feet subtended by a chord of South 28 degrees 49 minutes 22 seconds West, an arc length 40.32 feet to a point of tangency;

RUNNING THENCE South 18 degrees 22 minutes 33 seconds West, 159.07 feet to a point;

RUNNING THENCE South 18 degrees 29 minutes 50 seconds West, 140.44 feet to a point;

RUNNING THENCE North 71 degrees 30 minutes 10 seconds West, 14.93 feet to a point;

RUNNING THENCE South 18 degrees 27 minutes 46 seconds West, 15.42 feet to a point;

RUNNING THENCE South 15 degrees 55 minutes 44 seconds West, 36.17 feet to a point of intersection;

RUNNING THENCE southeasterly, along a curve bearing to the left having a radius of 83.83 feet subtended by a chord of South 02 degrees 29 minutes 02 seconds West, an arc length of 30.82 feet to a point of reverse curvature;

RUNNING THENCE southeasterly, along a curve bearing to the right having a radius of 133.77 feet subtended by a chord of South 00 degrees 58 minutes 20 seconds East, an arc length of 33.04 feet to a point;

RUNNING THENCE South 46 degrees 35 minutes 09 seconds West, 143.40 feet to a point;

RUNNING THENCE South 85 degrees 35 minutes 46 seconds West, 311.13 feet to the easterly side of Concourse Village West;

RUNNING THENCE along the easterly side of Concourse Village West, North 04 degrees 57 minutes 30 seconds West, 241.35 feet to a point;

RUNNING THENCE North 83 degrees 44 minutes 07 seconds East, 125.00 feet to a point;

RUNNING THENCE North 04 degrees 57 minutes 30 seconds West, 200.00 feet to a point;

RUNNING THENCE North 83 degrees 44 minutes 07 seconds East, 25.00 feet to a point;

RUNNING THENCE North 04 degrees 57 minutes 30 seconds West, 100.00 feet to a point;

RUNNING THENCE North 83 degrees 44 minutes 07 seconds East, 511.72 feet to the point or place of BEGINNING.

The above described Parcel having an Area of 231,776 sq. ft. or 5.3208 Acres.

Legal Description  
MSC NO. 57239-9  
Tax Block 2443 Tax Lots 79 & 190  
Non-BCP Area B

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

BEGINNING at a point on the easterly side of Concourse Village West, distant 694.177 feet northerly from the corner formed by the intersection of the northerly side of East 153<sup>rd</sup> Street as shown on the tax map with the easterly side of Concourse Village West;

RUNNING THENCE North 04 degrees 57 minutes 30 seconds West, along the easterly side of Concourse Village West, 355.02 feet to the northerly line of East 156<sup>th</sup> Street, as shown on the City Plan;

RUNNING THENCE North 83 degrees 44 minutes 07 seconds East, along the northerly line of East 156<sup>th</sup> Street and along the southerly line of property conveyed by the New York Central Railroad Company to Concourse Village Inc., by deed dated 11/14/1962, Liber 2508 page 414, 830.86 feet to the westerly side of Concourse Village East;

RUNNING THENCE southerly along the westerly side of Concourse Village East, 60 feet to the southerly line of East 156<sup>th</sup> Street as shown on the City Plan;

RUNNING THENCE South 83 degrees 44 minutes 07 seconds West along the southerly side of East 156<sup>th</sup> Street, 126.99 feet (calculated, 127 feet description) to a point;

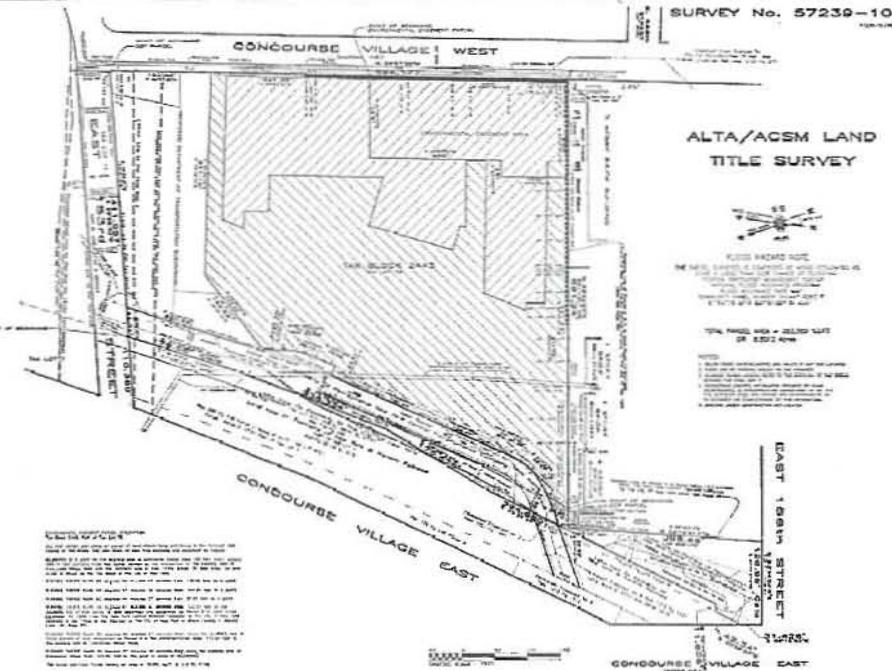
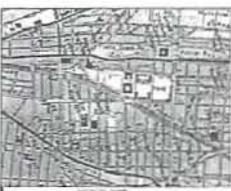
RUNNING THENCE South 02 degrees 14 minutes 41 seconds East, 295.66 feet to the southerly line of Parcels A & B in deed dated 12/14/1966 from the New York Central Railroad Company to the City of New York in Liber 180 Page 251;

RUNNING THENCE South 83 degrees 44 minutes 07 seconds West along the aforementioned southerly line of Parcels A & B, 691.24 feet to the easterly side of Concourse Village West, the point or place of BEGINNING.

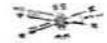
The above described Parcel having an Area of 255,827 sq. ft. or 5.77297 Acres.

**Appendix "B"**

Survey Maps of the Property



ALTA/ACSM LAND TITLE SURVEY



THIS MAP WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF MONTROSE, COLORADO, ON THE 15th DAY OF APRIL, 2010.

LEGAL DESCRIPTION: The land shown on this map is situated in the City of Montrose, Colorado, and is more particularly described as follows: ...

CONCOURSE VILLAGE WEST: This block contains lots 1 through 12, each measuring approximately 100 feet by 100 feet, with specific dimensions and bearings for each lot boundary.

CONCOURSE VILLAGE EAST: This block contains lots 1 through 12, with detailed descriptions of lot boundaries, including bearings and distances.

ADDITIONAL NOTES: This survey was conducted in accordance with the standards and practices of the American College of Surveyors and Engineers (ACSM) and the National Society of Professional Surveyors (NSPS).

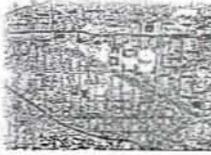
SIGNATURE: [Handwritten signature of the surveyor]

DATE: 4/15/2010

BY: [Signature]

Table with columns for Lot No., Area, and other survey data.

Professional seal and logo for MONTROSE SURVEYING CO., L.P. and the County of Montrose, Colorado.



# ALTA/ACSM LAND TITLE SURVEY

**GENERAL NOTES**

1. THIS SURVEY IS A RECONSTRUCTION OF THE ORIGINAL SURVEY.
2. THE ORIGINAL SURVEY WAS MADE BY JOHN J. MONTROSE, CIVIL ENGINEER, IN 1887.
3. THE ORIGINAL SURVEY WAS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MONTGOMERY, ALABAMA, IN 1887.
4. THE ORIGINAL SURVEY WAS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MONTGOMERY, ALABAMA, IN 1887.
5. THE ORIGINAL SURVEY WAS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF MONTGOMERY, ALABAMA, IN 1887.

**REVISIONS**

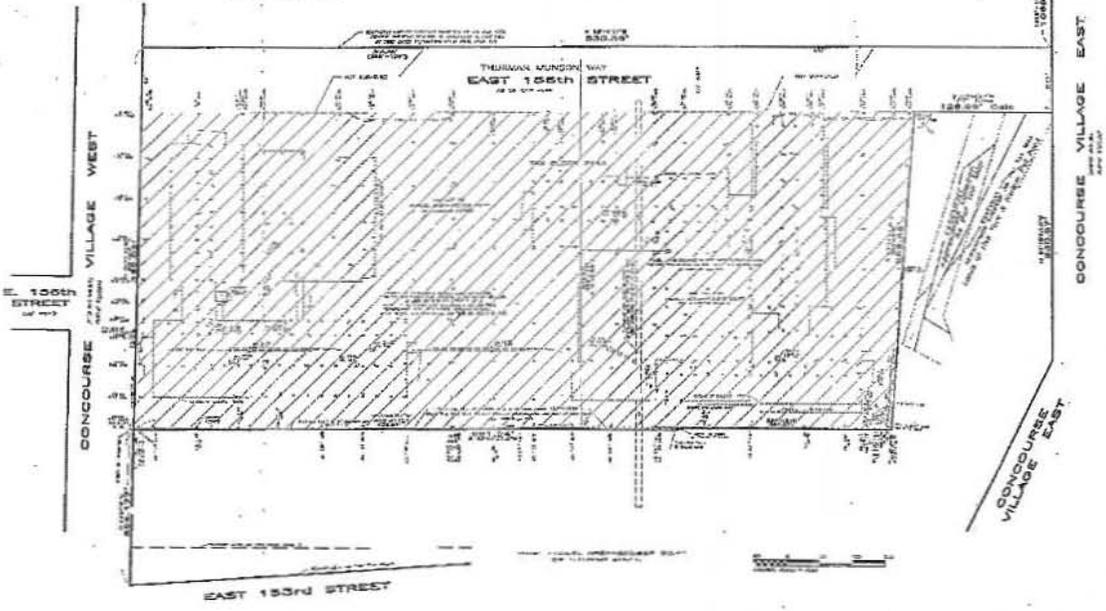
1. REVISION NO. 1: CORRECTED THE ERROR IN THE WIDTH OF THE STRIP OF LAND BETWEEN EAST 153RD STREET AND EAST 154RD STREET.
2. REVISION NO. 2: CORRECTED THE ERROR IN THE WIDTH OF THE STRIP OF LAND BETWEEN EAST 153RD STREET AND EAST 154RD STREET.
3. REVISION NO. 3: CORRECTED THE ERROR IN THE WIDTH OF THE STRIP OF LAND BETWEEN EAST 153RD STREET AND EAST 154RD STREET.

**ADDITIONAL NOTES**

THE SURVEYOR HAS BEEN ADVISED THAT THE ORIGINAL SURVEY WAS MADE BY JOHN J. MONTROSE, CIVIL ENGINEER, IN 1887.

**NOTES**

THE SURVEYOR HAS BEEN ADVISED THAT THE ORIGINAL SURVEY WAS MADE BY JOHN J. MONTROSE, CIVIL ENGINEER, IN 1887.



<p>1887, 1887 &amp; 22 1774 212</p> <p>SCA</p>	<p>Montrose &amp; Reynolds</p> <p>1774 212</p>	<p><b>MONTROSE</b></p> <p>CIVIL ENGINEER</p>	<p>1774 212</p>				
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