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552223073DLR001T

Westchester County Recording & Endorsement Page

Submitter Information

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Document Details

Control Number: **552223073** Document Type: **Declaration (DLR)**
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Parties

Additional Parties on Continuation page
 1st PARTY 2nd PARTY
 1: UB SOMERS INC - Other 1: NEW YORK STATE DEPT OF ENVIRONMENTAL CONSERV - Other
 2: 2:

Property

Additional Properties on Continuation page
 Street Address: 80 ROUTE 6 6 Tax Designation: 4.20-1-11.42
 City/Town: SOMERS Village:

Cross-References

Additional Cross-Refs on Continuation page
 1: 2: 3: 4:

Supporting Documents

Recording Fees

Statutory Recording Fee: \$40.00
 Page Fee: \$40.00
 Cross-Reference Fee: \$0.00
 Mortgage Affidavit Filing Fee: \$0.00
 RP-5217 Filing Fee: \$0.00
 TP-584 Filing Fee: \$0.00
 Total Recording Fees Paid: **\$80.00**

Transfer Taxes

Consideration: \$0.00
 Transfer Tax: \$0.00
 Mansion Tax: \$0.00
 Transfer Tax Number:

Mortgage Taxes

Document Date:
 Mortgage Amount:
 Basic: \$0.00
 Westchester: \$0.00
 Additional: \$0.00
 MTA: \$0.00
 Special: \$0.00
 Yonkers: \$0.00
 Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt:
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 08/10/2015 at 02:00 PM
 Control Number: **552223073**
 Witness my hand and official seal

Timothy C. Idoni
 Westchester County Clerk

Record and Return To

Pick-up at County Clerk's office

Frontier Abstract & Research Services, Inc.
 30 West Broad Street
 Suite 100
 Rochester, NY 14614
 Attn: Recording Team

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 15th day of June 2015, by UB Somers, 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 321 Railroad Avenue, Greenwich, Connecticut 06830.

WHEREAS, a portion of the Baldwin Place Shopping Center now known as Somers Commons is the subject of a remedial program performed by the New York State Department of Environmental Conservation (the "Department"), namely that parcel of real property located on 80 Route 6, Unit 6 in the Town of Somers, County of Westchester, State of New York, which is part of lands conveyed by Columbia Somers, L.L.C. to UB Somers, Inc. by deed dated 06/13/2003 and recorded in the Westchester County Clerk's Office in Instrument No. 441751085, 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, UB Somers, 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 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 prevent access by the Department or its agents to the property nor 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, 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, upon request, shall provide a periodic certification, to the Department or Relevant Agency, which will certify that: the institutional controls put in place are unchanged from the previous certification, that the owner has complied with the provisions of this restrictive covenant, including compliance with the SMP, that there has been no change in use of the property, unless the Department has been properly notified, and that the engineering controls have not been impaired.

Seventh, the owner of the Property shall continue in full force and effect any institutional 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 by reference herein and made enforceable hereby, 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 set forth in this Declaration, and the owner and its successors and assigns hereby covenant not to contest the authority of the Department or Relevant Agency to seek such 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: Willing L. Biddle

Print Name: WILLING L. BIDDLE

Title: President Date: 6-18-15

STATE OF CONNECTICUT)

) s.s.: Greenwich

COUNTY OF Fairfield)

On the 15 day of June, in the year 2015, before me, the undersigned, personally appeared William L. Biddle, 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.

Ellen P. Hanrahan

Notary Public State of Connecticut

Ellen P. Hanrahan
NOTARY PUBLIC
State of Connecticut
My Commission Expires 5/21/18

Appendix A

Description of the Property

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Appendix A

Property Description for Unit 6

All that certain lot, piece or parcel of land situate in the Town of Somers, County of Westchester, State of New York and being more accurately bounded and described as follows:

Beginning at a point inside lands of the Baldwin Place Mall, said point of beginning being located, north $51^{\circ}-55'-52''$ West 265.30' from the southeasterly corner of the 28.514+/- acre parcel of the Baldwin Place Mall; thence from said point of beginning and through lands of the Baldwin Place Mall on the following courses and distances; North $85^{\circ}-58'-46''$ West 222.00'; thence North $4^{\circ}-01'-14''$ East 320.00'; thence South $85^{\circ}-58'-46''$ East 222.00'; thence South $4^{\circ}-01'-14''$ West 320.00' to the point of beginning.

Containing 71,040 square feet or 1.631+/- acres.

Appendix B

Map of the Property

