

SIVE, PAGET & RIESEL P.C.

Adam Stolorow
(646) 378-7256
astolorow@sprlaw.com

December 8, 2017

VIA EMAIL AND MAIL

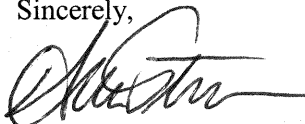
Bradford Burns, Esq.
New York State Dept. of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233-1500
(518) 402-9518

Re: **Brownfield Cleanup Program Site No. C224216
Environmental Easements – Recorded Copies and Notice**

Dear Brad:

Enclosed please find copies of the recorded easements and the municipal notice with proof of delivery. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Adam Stolorow

Encl.

Track Another Package +

Tracking Number: 7016356000063410431

Remove X

Your item was delivered to an individual at the address at 11:11 am on December 5, 2017 in NEW YORK, NY 10007.

Delivered

December 5, 2017 at 11:11 am
DELIVERED, LEFT WITH INDIVIDUAL
NEW YORK, NY 10007

Get Updates 

Text & Email Updates 

Tracking History 

Product Information 

Can't find

Go to our **FAQs** (<http://faq.usps.com>)

to your tracking

7016 3560 0000 6341 0431

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
NEW YORK, NY 10007	
OFFICIAL USE	
Certified Mail Fee	\$3.35
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.91
Total Postage and Fees	\$7.01
NEW YORK NY 10007 Postmark DEC Here 2017 12/05/2017	
Sent To Mayor Bil de Blasio Street and Apt. No., or PO Box No. NY City Hall City Hall Park City, State, ZIP+4® New York, NY 10007	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SIVE, PAGET & RIESEL P.C.

Adam Stolorow
Direct Dial: (646) 378-7256
Astolorow@sprlaw.com

December 1, 2017

Mayor Bill de Blasio
New York City Hall
City Hall Park
New York, NY 10007

Re: Environmental Easement

Dear Sir or Madam:

Attached please find a copy of environmental easements granted to the New York State Department of Environmental Conservation ("DEC") on October 27, 2017 by 123 Hope Street Owner LLC, Shuster Hope LLC, 123 Hope Street TIC 4 LLC, and Keap Retail Owner LLC, for property at 432 Rodney Street, Kings County, Brooklyn, New York, Tax Map No. Block 2374, Lots 1, 27, 28, and 31, DEC Site No: C224216.

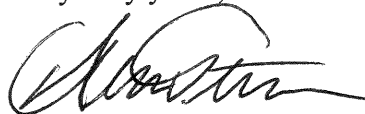
This Environmental Easements restrict future use of the above-referenced property to restricted residential uses. Any on-site activity must be done in accordance with the Environmental Easements and the Site Management Plan which is incorporated into the Environmental Easements. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by this Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

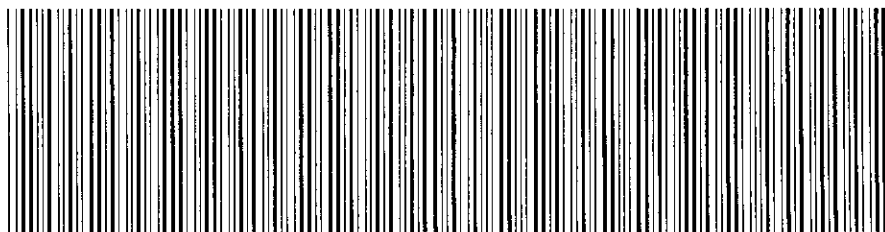
Very truly yours,

A handwritten signature in black ink, appearing to read "Adam Stolorow", written in a cursive style.

Adam Stolorow

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

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2017112701268001001ECB22

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 10

Document ID: 2017112701268001

Document Date: 10-27-2017

Preparation Date: 11-27-2017

Document Type: EASEMENT

Document Page Count: 9

PRESENTER:

FIRST AMERICAN TITLE INSURANCE COMPANY
666 THIRD AVENUE-5TH FLOOR
3020-880517-CQ
NEW YORK, NY 10017
212-850-0670
CQUARTARARO@FIRSTAM.COM

RETURN TO:

SIVE PAGET & RIESEL, P.C.
560 LEXINGTON AVENUE
15TH FLOOR
NEW YORK, NY 10022
ZACHARY KATZ, ESQ.

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2374	27	Entire Lot	441 KEAP STREET
Property Type: INDUSTRIAL BUILDING				
Borough	Block	Lot	Unit	Address
BROOKLYN	2374	28	Entire Lot	129 HOPE STREET
Property Type: INDUSTRIAL BUILDING				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

KEAP RETAIL OWNER LLC
850 THIRD AVENUE , SUITE 16B
NEW YORK , NY 10022

GRANTEE/BUYER:

PEOPLE OF THE STATE OF NEW YORK CITY BY
COMMISSIONER, DEPT. OF ENVIRONMENTAL
CONSERVATION , 625 BROADWAY
ALBANY , NY 12233

FEES AND TAXES

Mortgage :		Filing Fee:	
Mortgage Amount:	\$ 0.00	\$	100.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	
Exemption:		\$	0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$ 0.00	\$	0.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 85.00		
Affidavit Fee:	\$ 0.00		

3020-880517

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

THIS INDENTURE made this 27 day of October, 2017 between Owner, Keap Retail Owner LLC, having an office at c/o Slate Property Group, 850 Third Avenue, Suite 16-B, New York, New York 10022, 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 441 Keap Street in the City of New York, County of Kings and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 2374 Lot 27, being the same as that property conveyed to Grantor by deed dated October 14, 2015 and recorded in the City Register of the City of New York as CRFN # 2015000385793. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.02 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 26, 2017 and last revised August 18, 2017 prepared by Vincent M. Tuetonico, L.L.S. of Empire State Layout, Inc., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, Grantor, is the owner of real property located at the address of 129 Hope

Street in the City of New York, County of Kings and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 2374 Lot 28, being the same as that property conveyed to Grantor by deed dated October 14, 2015 and recorded in the City Register of the City of New York as CRFN # 2015000385793. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.06 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 26, 2017 and last revised August 18, 2017 prepared by Vincent M. Tuetonico, L.L.S. of Empire State Layout, Inc., which will be attached to the Site Management Plan. The Controlled Property description 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 public 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 Brownfield Cleanup Agreement Index Number: C224216-06-15 as amended April 8, 2016, 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) 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 and Mental Hygiene 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;

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

(6) 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;

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

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

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

(10) 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 Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), 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:

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, at such time as NYSDEC may require, 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: C224216
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 recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Keap Retail Owner LLC:

By: [Signature]

Print Name: David Schwartz

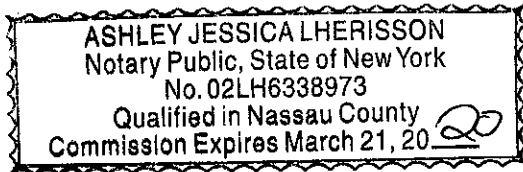
Title: Authorized Signatory Date: 10/11/17

Grantor's Acknowledgment

STATE OF NEW YORK)
COUNTY OF New York ss:

On the 11th day of October, in the year 2017, before me, the undersigned, personally appeared David Schwartz 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



THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 27 day of October, in the year 2017, before me, the undersigned, personally appeared Robert W. Schick, 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/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2018

SCHEDULE "A" PROPERTY DESCRIPTION

LEGAL DESCRIPTION

BLOCK-2374

LOT-27

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE BOROUGH OF BROOKLYN, CITY AND STATE OF NEW YORK, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF HOPE STREET AND THE WESTERLY SIDE OF KEAP STREET; RUNNING THENCE NORTHERLY ALONG THE WESTERLY SIDE OF KEAP STREET 21 FEET; RUNNING THENCE WESTERLY PARALLEL WITH HOPE STREET 55 FEET 8 INCHES; RUNNING THENCE SOUTHERLY PARALLEL WITH KEAP STREET 21 FEET TO THE NORTHERLY SIDE OF HOPE STREET; RUNNING THENCE EASTERLY ALONG THE NORTHERLY SIDE OF HOPE STREET 55 FEET 8 INCHES TO THE POINT OR PLACE OF BEGINNING. SAID LOT CONTAINS 0.02 ACRES OF LAND.

LEGAL DESCRIPTION

BLOCK-2374

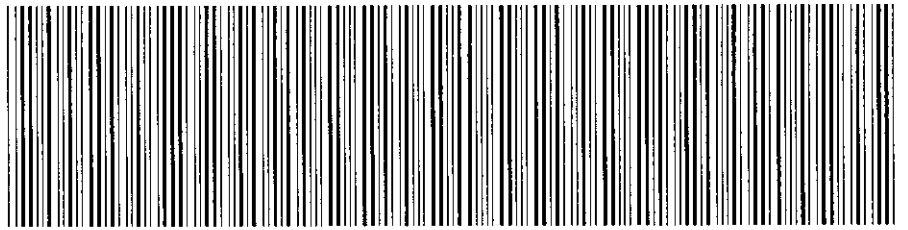
LOT- 28

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 A POINT ON THE NORTHERLY SIDE OF HOPE STREET DISTANT 55 FEET 8 INCHES WESTERLY FROM THE NORTHWESTERLY CORNER OF HOPE STREET AND KEAP STREET; RUNNING THENCE NORTHERLY AND PARALLEL WITH KEAP STREET 63 FEET; RUNNING THENCE WESTERLY PARALLEL WITH HOPE STREET, 44 FEET 4 INCHES MORE OR LESS TO THE EASTERLY SIDE OF LAND CONVEYED TO M.H.G. REALTY CORPORATION BY DEED RECORDED IN THE OFFICE OF THE REGISTER OF THE COUNTY OF KINGS IN LIBER 4703 OF CONVEYANCES, PAGE 47; RUNNING THENCE SOUTHERLY ALONG THE EASTERLY SIDE OF SAID LAND 63 FEET TO THE NORTHERLY SIDE OF HOPE STREET; RUNNING THENCE EASTERLY ALONG THE NORTHERLY SIDE OF HOPE STREET, 44 FEET 4 INCHES, MORE OR LESS, TO THE POINT OR PLACE OF BEGINNING. SAID LOT CONTAINS 0.06 ACRES OF LAND.

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

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2017112900806001001EB5BA

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 14

Document ID: 2017112900806001
Document Type: EASEMENT
Document Page Count: 12

Document Date: 10-27-2017

Preparation Date: 11-29-2017

PRESENTER:

FIRST AMERICAN TITLE INSURANCE COMPANY
666 THIRD AVENUE-5TH FLOOR
3020-880517-CQ-2
NEW YORK, NY 10017
212-850-0670
CQUARTARARO@FIRSTAM.COM

RETURN TO:

SIVE PAGET & RIESEL, P.C.
560 LEXINGTON AVENUE
15TH FLOOR
NEW YORK, NY 10022
ZACHARY KATZ, ESQ.

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2374	1	Entire Lot	432 RODNEY STREET
Property Type: APARTMENT BUILDING				
Borough	Block	Lot	Unit	Address
BROOKLYN	2374	31	Entire Lot	123 HOPE STREET
Property Type: APARTMENT BUILDING				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

123 HOPE STREET OWNER LLC
4332 RODNEY STREET
BROOKLYN, NY 11211

GRANTEE/BUYER:

PEOPLE OF STATE OF NEW YORK CITY BY
COMMISSIONER,
DEPT. OF ENVIRONMENTAL CONSERVATION, 625
BROADWAY
ALBANY, NY 12233

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

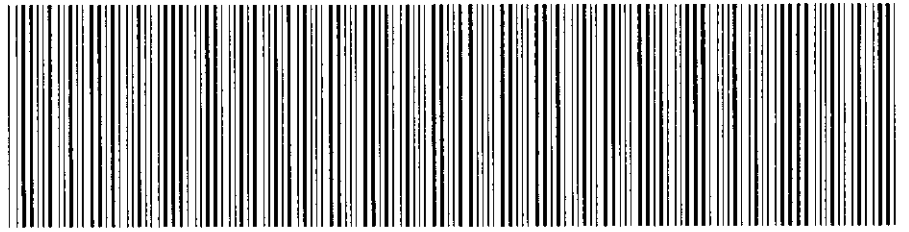
Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
TOTAL:	\$	0.00

Filing Fee:

Filing Fee:	\$	100.00
NYC Real Property Transfer Tax:	\$	0.00
NYS Real Estate Transfer Tax:	\$	0.00

Recording Fee:	\$	100.00
Affidavit Fee:	\$	0.00

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2017112900806001001CB73A

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 14

Document ID: 2017112900806001

Document Date: 10-27-2017

Preparation Date: 11-29-2017

Document Type: EASEMENT

PARTIES

GRANTOR/SELLER:

123 HOPE STREET OWNER TIC 4 LLC
850 THIRD AVENUE , SUITE 13D
NEW YORK , NY 10022

GRANTOR/SELLER:

SCHUSTER HOPE LLC
850 THIRD AVENUE, SUITE 13D
NEW YORK , NY 10022

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

THIS INDENTURE made this 27 day of October, 2017, between Owner(s), 123 Hope Street Owner LLC, having an office at c/o Adam America Real Estate, 850 Third Avenue, Suite 13D, New York, New York 10022, County of New York, State of New York; Shuster Hope LLC, having an office at c/o Naveh Shuster, S.A.P. Building, 3 Hayetzira Street, Ramat Gan, Israel 52521, District of Tel Aviv, Israel; and 123 Hope Street TIC 4 LLC, having an office at 850 Third Avenue, Suite 13D, New York, New York 10022, County of New York, State of New York (collectively 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 432 Rodney Street in the City of New York, County of Kings and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 2374 Lot 1, being the same as that property conveyed to Grantor by deed dated June 30, 2016 and recorded in the City Register of the City of New York as CRFN # 2016000274949. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.36 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 26, 2017 and last revised August 18, 2017 prepared by Vincent M. Tuetonico, L.L.S. of Empire State Layout, Inc., which will be attached to the Site Management Plan. The Controlled Property description is

set forth in and attached hereto as Schedule A; and

WHEREAS, Grantor, is the owner of real property located at the address of 123 Hope Street in the City of New York, County of Kings and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 2374 Lot 31, being the same as that property conveyed to Grantor by deed dated June 30, 2016 and recorded in the City Register of the City of New York as CRFN # 2016000274949. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.18 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 26, 2017 and last revised August 18, 2017 prepared by Vincent M. Tuetonico, L.L.S. of Empire State Layout, Inc., which will be attached to the Site Management Plan. The Controlled Property description 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 public 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 Brownfield Cleanup Agreement Index Number: C224216-06-15 as amended April 8, 2016, 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) 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 and Mental Hygiene 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;

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

(6) 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;

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

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

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

(10) 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 Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), 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:

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, at such time as NYSDEC may require, 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.

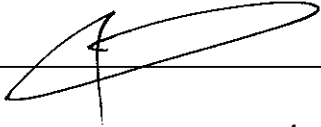
C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the 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

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Shuster Hope LLC:

By: 

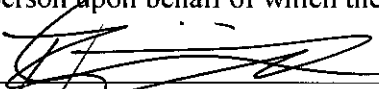
Print Name: Dvir Cohen Hasken

Title: Authorized Signatory Date: 10.18.17

Grantor's Acknowledgment

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

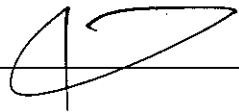
On the 18 day of October, in the year 20 17 before me, the undersigned, personally appeared Dvir Cohen Hasken, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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

BENJAMIN Y. MOVTADY
Notary Public, State of New York
Registration No. 02MO6269163
Qualified in Nassau County
Commission Expires 9/24/2020

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

123 Hope Street TIC 4 LLC:

By: 

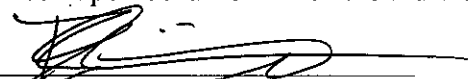
Print Name: Dvir Cohen Hosten

Title: Authorized Signatory Date: 10.18.17

Grantor's Acknowledgment

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

On the 18 day of October, in the year 2017, before me, the undersigned, personally appeared Dvir Cohen Hosten, 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

BENJAMIN Y. MOVTADY
Notary Public, State of New York
Registration No. 02MO6269163
Qualified in Nassau County
Commission Expires 7/24/2020

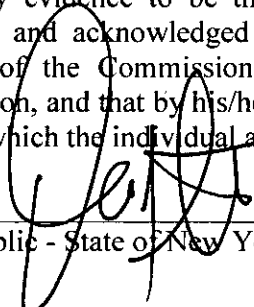
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 27 day of October, in the year 2017 before me, the undersigned, personally appeared Robert W. Schick, 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/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York
David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2018

SCHEDULE "A" PROPERTY DESCRIPTION

**LEGAL DESCRIPTION
BLOCK-2374
LOT-1**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, 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 INTERSECTION OF THE NORTHERLY SIDE OF HOPE STREET WITH THE EASTERLY SIDE OF RODNEY STREET; RUNNING THENCE NORTHERLY ALONG THE EASTERLY SIDE OF RODNEY STREET, 120 FEET; RUNNING THENCE EASTERLY PARALLEL WITH HOPE STREET, 169 FEET 11 1/2 INCHES (169 FEET 5 1/2 INCHES PER TAX MAP) TO THE SOUTHEASTERLY SIDE OF LAND CONVEYED TO JOSEPH H. TUCK, BY DEED RECORDED IN THE OFFICE OF THE REGISTER OF THE COUNTY OF KINGS IN LIBER 662 OF CONVEYANCES, PAGE 287; RUNNING THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY SIDE OF SAID LAND 55 FEET 1/2 INCH; RUNNING THENCE SOUTHERLY PARALLEL WITH RODNEY STREET, 88 FEET 1 1/2 INCH TO THE NORTHERLY SIDE OF HOPE STREET, AND RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF HOPE STREET, 125 FEET TO THE POINT OR PLACE OF BEGINNING.

SAID LOT CONTAINS 0.36 ACRES OF LAND.

**LEGAL DESCRIPTION
BLOCK-2374
LOT-31**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, 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 A POINT ON THE NORTHEASTERLY SIDE OF HOPE STREET, DISTANT 125 FEET SOUTHEASTERLY FROM THE EASTERLY CORNER OF HOPE STREET AND RODNEY STREET; RUNNING THENCE NORTHEASTERLY PARALLEL WITH RODNEY STREET 88 FEET 1 and 1/2 INCHES TO THE SOUTHERLY LINE OF LAND OF ELIZA WITHINGTON, DECEASED; RUNNING THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LAND 61 FEET 3 AND ¼ INCHES; RUNNING THENCE SOUTHEASTERLY 29 FEET, 6 INCHES TO A POINT DISTANT 193 FEET AND 5 AND 1/2 INCHES EASTERLY FROM THE EASTERLY SIDE OF RODNEY STREET ON A LINE DRAWN PARALLEL WITH HOPE STREET AND DISTANT NORTHERLY AT RIGHT ANGLES THEREFROM 100 FEET 7 INCHES FROM THE NORTHERLY SIDE OF HOPE STREET; RUNNING THENCE SOUTHEASTERLY PARALLEL WITH HOPE STREET 2 FEET 7 INCHES; RUNNING THENCE SOUTHERLY 30 FEET 10 INCHES TO A POINT DISTANT NORTHERLY AT RIGHT ANGLES FROM HOPE STREET 70 FEET; RUNNING THENCE SOUTHWESTERLY AT RIGHT ANGLES TO HOPE STREET 70 FEET TO THE NORTHEASTERLY SIDE OF HOPE STREET; AND RUNNING THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY SIDE OF HOPE STREET 75 FEET TO THE POINT OR PLACE OF BEGINNING.

SAID LOT CONTAINS 0.18 ACRES OF LAND.