



COUNTY CLERK'S OFFICE
STATE OF NEW YORK
COUNTY OF SUFFOLK

I, JUDITH A. PASCALE, Clerk of the County of Suffolk and the Court of Record thereof do hereby certify that I have compared the annexed with the original

DECLARATION

recorded in my office on **04/13/2016** under Liber **D00012860** and Page **379** and, that the same is a true copy thereof, and of the whole of such original.

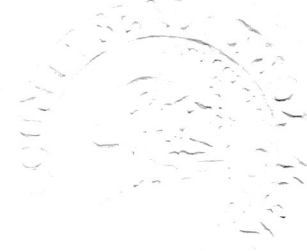
In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Court this **04/13/2016**

SUFFOLK COUNTY CLERK

Judith A. Pascale

JUDITH A. PASCALE

SEAL





SUFFOLK COUNTY CLERK
 RECORDS OFFICE
 RECORDING PAGE

Type of Instrument: DECLARATION
 Number of Pages: 7
 Receipt Number : 16-0056415

Recorded: 04/13/2016
 At: 12:11:09 PM

LIBER: D00012860
 PAGE: 379

District: 0400 Section: 267.00 Block: 02.00 Lot: 022.001

EXAMINED AND CHARGED AS FOLLOWS

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$35.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
TP-584	\$0.00	NO	Notation	\$0.00	NO
Cert.Copies	\$8.75	NO	RPT	\$1,000.00	NO
			Fees Paid	\$1,083.75	

THIS PAGE IS A PART OF THE INSTRUMENT
 THIS IS NOT A BILL

JUDITH A. PASCALE
 County Clerk, Suffolk County



Number of pages 7

RECORDED
2016 Apr 13 12:11:09 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L D00012860
P 379

This document will be public record. Please remove all Social Security Numbers prior to recording.

Deed / Mortgage Instrument Deed / Mortgage Tax Stamp Recording / Filing Stamps

3 FEES

Page / Filing Fee 35
Handling 20.00
TP-584 _____
Notation _____
EA-52 17 (County) _____
EA-5217 (State) _____
R.P.T.S.A. 1000
Comm. of Ed. 5.00
Affidavit _____
Certified Copy 8.75
NYS Surcharge 15.00
Other _____

Sub Total 55.00



Sub Total 1028.75
Grand Total 1083.75

Mortgage Amt. _____
1. Basic Tax _____
2. Additional Tax _____
Sub Total _____
Spec./Assit. _____
or _____
Spec./Add. _____
TOT. MTG. TAX _____
Dual Town _____ Dual County _____
Held for Appointment _____
Transfer Tax _____
Mansion Tax _____

The property covered by this mortgage is or will be improved by a one or two family dwelling only.

YES _____ or NO _____
If NO, see appropriate tax clause on page # _____ of this instrument.

12116

4 Dist. 04. 3136801

SEE ATTACHED

Real Property Tax Service Agency Verification



5 Community Preservation Fund

Consideration Amount \$ _____

CPF Tax Due \$ _____

6 Satisfactions/Discharges/Releases List Property Owners Mailing Address

RECORD & RETURN TO:

Zodiac Title Services LLC
Attn: Recording Department
300 Broadhollow Road, Suite 100W
Melville, NY 11747

Improved _____
Vacant Land _____
TD _____
TD _____
TD _____

Mail to: Judith A. Pascale, Suffolk County Clerk
310 Center Drive, Riverhead, NY 11901
www.suffolkcountyny.gov/clerk

7 Title Company Information

Co. Name Zodiac Title Services LLC
Title # 112883

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached Declaration of Covenants and Restrictions made by: _____ (SPECIFY TYPE OF INSTRUMENT)

Marcus Property LLC

The premises herein is situated in SUFFOLK COUNTY, NEW YORK.

TO

In the TOWN of Huntington & Babylon

New York State Department of Environmental Conservation's Voluntary Cleanup Program

In the VILLAGE _____ or HAMLET of _____

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

Stat ID: 3136801



Tax Maps

District	Secton	Block	Lot	School District
0400	26700	0200	022001	
0400	26700	0200	032000	
0100	00500	0100	002000	
0100	00500	0100	003000	
0100	00500	0100	004001	



Exhibit "1"

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT is made the 21st day of January 2016, by Marcus Property LLC, organized and existing under the laws of the State of Delaware and having an office for the transaction of business at 1209 Orange Street, Wilmington, Delaware 19801.

WHEREAS, 333 Smith Street, Farmingdale (a.k.a. 50 Marcus Drive, Melville) is the subject of a Voluntary Agreement executed by Reckson Operating Partnership, L.P. as part of the New York State Department of Environmental Conservation's (the "Department's") Voluntary Cleanup Program, namely that parcel of real property located in part at 333 Smith Street, Farmingdale, in the Town of Babylon (Tax Map No.: Dist. 0100, Section 5.00, Block 1.00, and Lots 2, 3 and 4.1), and in part at 50 and 60 Marcus Drive, Melville, in the Town of Huntington (Tax Map No.: Dist. 0400, Section 267.00, Block 02.00, Lots 22.1 and 32.0), County of Suffolk, State of New York, which is part of lands conveyed by BRE/Melville 50 Marcus Drive LLC to Marcus Property LLC by deed dated August 19, 2015 and recorded in the Suffolk County Clerk's Office on September 3, 2015 in Book D00012830 of Deeds at Page 784 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, Marcus Property, LLC, for itself and its successors and/or assigns, covenants that:

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

Second, unless prior written approval by the Department or, if the Department shall no longer exist, any New York State agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as "the Relevant Agency," is first obtained, where contamination remains at the Property subject to the provisions of the Site Management Plan ("SMP"), there shall be no construction, use or occupancy of the Property that results in the disturbance or

excavation of the Property which threatens the integrity of the engineering controls or which results in unacceptable human exposure to contaminated soils.

Third, the owner of the Property shall not disturb, remove, or otherwise interfere with the installation, use, operation, and maintenance of engineering controls required for the Remedy, which are described in the SMP, unless in each instance they first obtain a written waiver of such prohibition from the Department or Relevant Agency.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for commercial or industrial use without the express written waiver of such prohibition by the Department or Relevant Agency.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the user first obtains permission to do so from the Department or Relevant Agency.

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

Seventh, the owner of the Property shall continue in full force and effect any institutional and engineering controls required for the Remedy and maintain such controls, unless the owner first obtains permission to discontinue such controls from the Department or Relevant Agency, in compliance with the approved SMP, which is incorporated and made enforceable hereto, subject to modifications as approved by the Department or Relevant Agency.

Eighth, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property, and shall provide that the owner and its successors and assigns consent to enforcement by the Department or Relevant Agency of the prohibitions and restrictions that Voluntary Cleanup Agreement, as amended, requires to be recorded, and hereby covenant not to contest the authority of the Department or Relevant Agency to seek enforcement.

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

Appendix "A"

ALL that certain plot, piece or parcel of land, situated, lying and being at Melville, Town of Huntington, County of Suffolk, State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Marcus Drive where the same is intersected by the division line between Lots 4 and 5 on said Map #4993, said point of beginning being distant 542.03 feet easterly from the easterly end of the curve connecting the new easterly side of Republic Road (New Highway) as widened and the southerly side of Marcus Drive;

RUNNING THENCE South 86 degrees, 16 minutes, 45 seconds East, along the southerly side of Marcus Drive 446.91 feet to land now or formerly of Adam Klein;

THENCE South 02 degrees, 28 minutes, 40 seconds West, along said land 373.37 feet to the division line between the Town of Huntington and Babylon;

THENCE along said division line, South 82 degrees, 03 minutes, 07 seconds West along said line, 656.71 feet;

THENCE North 4 degrees, 54 minutes, 30 seconds West, 40.44 feet;

THENCE South 85 degrees, 59 minutes, 00 seconds East, 187.29 feet

THENCE North 03 degrees, 43 minutes, 15 seconds East, 466.64 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY: Premises: 50 and 66 Marcus Drive - District: 0400 Section: 267.00 Block: 02.00 Lots: 022.001 and 32

Also parcel 0400-267-2-32 AS conveyed by
Liber 10585-76 recorded 4/19/88

ALL that certain plot, piece or parcel of land, situate, lying and being in the Towns of Babylon and Huntington, County of Suffolk and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point which is the northwesterly corner of the premises described herein, said point of beginning also being and the following four courses and distances from the easterly end of a curve which connects the easterly side of Republic Road (a/k/a New highway) with the southerly side of Marcus Drive:

- (1) Easterly along the southerly side of Marcus Drive, 542.03 feet;
- (2) South 03 degrees, 43 minutes, 15 seconds West, 466.64 feet
- (3) North 85 degrees, 59 minutes, 00 seconds West, 187.29 feet
- (4) South 04 degrees, 54 minutes, 30 seconds West, 40.44 feet to the point or place of BEGINNING;

RUNNING THENCE along the division line between the Town of Huntington and the Town of Babylon, North 82 degrees, 03 minutes, 07 seconds East, 997.51 feet;

THENCE South 04 degrees, 01 minutes, 00 seconds West, 166.35 feet;

THENCE North 85 degrees, 59 minutes, 00 West, 197.53 feet;

THENCE South 04 degrees, 54 minutes, 30 seconds West, 364.06 feet, to a point on the northerly side of the Smith Street Extension;

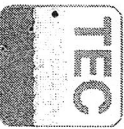
THENCE along the northerly and northwesterly sides of the Smith Street Extension, the following two courses and distances:

- (1) North 85 degrees, 05 minutes, 30 seconds West, 307.59 feet;
- (2) Southwesterly along the arc of a curve bearing to the left, having a radius of 110.00 feet and an arc length of 128.39 feet;

THENCE North 85 degrees, 05 minutes, 30 seconds West, 368.84 feet;

THENCE North 04 degrees, 54 minutes, 30 seconds East, 378.31 feet, to the point or place of BEGINNING.

**FOR INFORMATION ONLY: Premises: 333 Smith Street - District: 0100 Section: 005.00
Block: 01.00 Lots: 002.000, 003.000 and 004.001**



TYLL ENGINEERING & CONSULTING PC
 169 Commack Road, Suite H173, Commack, NY 11725
 PHONE: (631) 625-5373 | me@tyllengineering.com

PREPARED BY:

TITLE:

SITE PLAN

333 SMITH STREET, FARMINGDALE, NY
 (A.K.A. 50 MARCUS DRIVE, MELVILLE, NY)

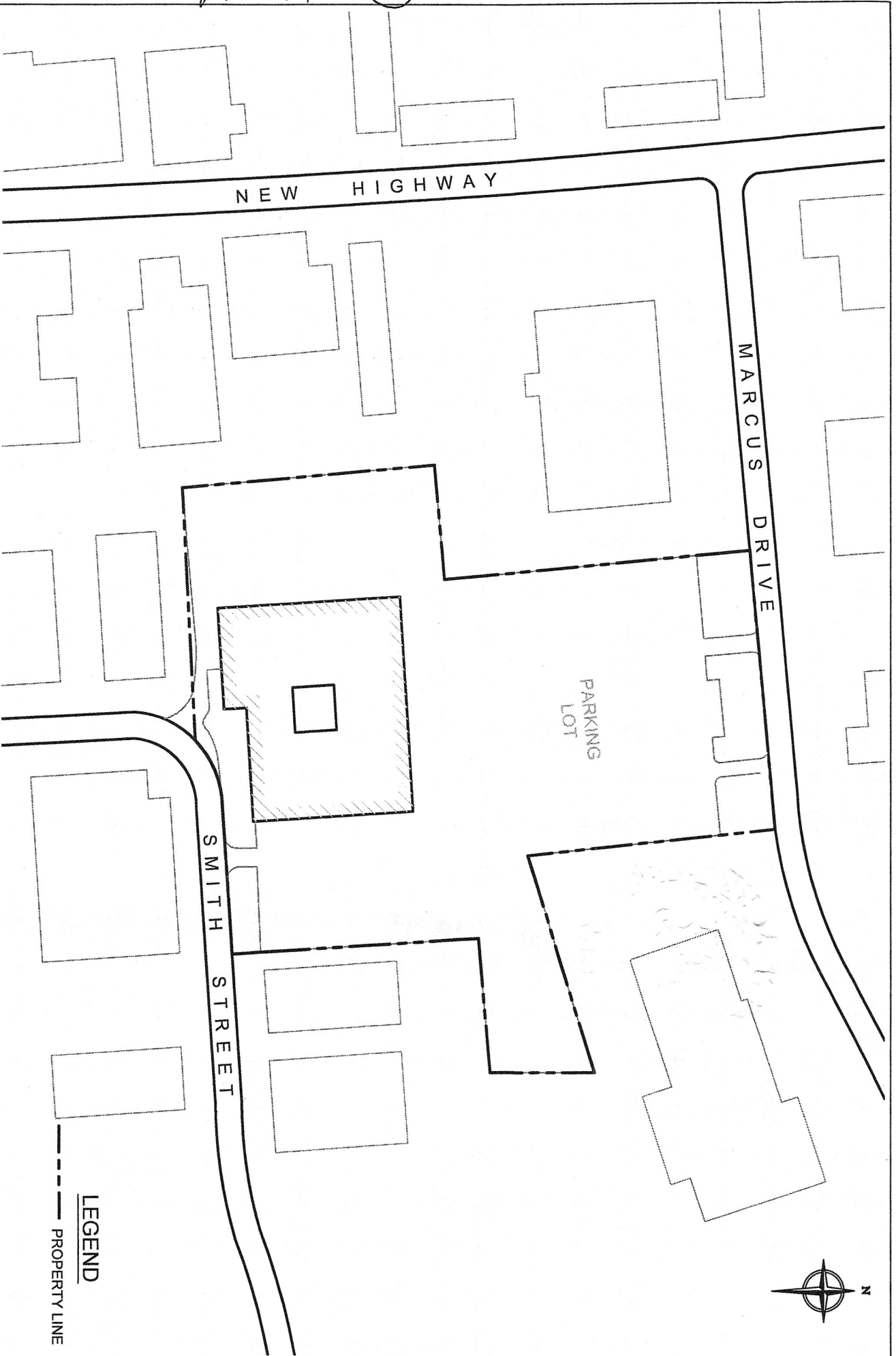
DRAWN: SCALE: DATE: PROJECT NO.:

- NTS 1-21-2016 IVY1601

CHECKED: APPROVED: REVISION: NOTES:

KT KT - -

FIGURE NO.: 1



LEGEND

--- PROPERTY LINE

