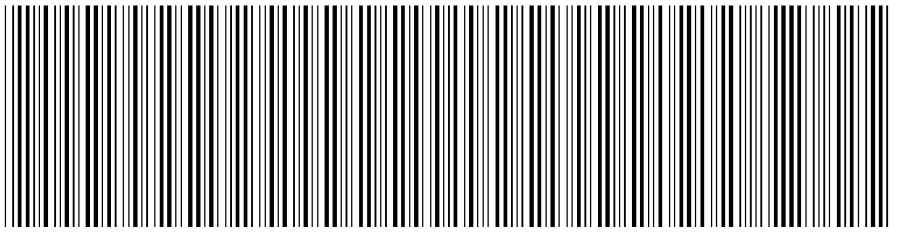


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 9

Document ID: 2017011200089001 Document Date: 12-29-2016 Preparation Date: 01-26-2017
Document Type: SUNDRY MISCELLANEOUS
Document Page Count: 8

PRESENTER:
CHASE ABSTRACT, LLC // PICK UP BY NIMA
84-86 COLUMBIA AVENUE
CHA-11215772K
CEDARHURST, NY 11516
718-484-0631
LAURENF@CHASEABSTRACT.NET

RETURN TO:
STROOCK & STROOCK & LAVIN LLP
1875 K STREET, NW, SUITE 800
WASHINGTON, D.C., DC 20006
ATTN: JEFFREY R. KEITELMAN, ESQ..

PROPERTY DATA				
Borough	Block	Lot	Unit	Address
BROOKLYN	2269	1	Entire Lot	191 HARRISON AVENUE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN: 2017000022147

PARTIES

PARTY 1:
PFIZER, INC.
235 EAST 42ND STREET
NEW YORK, NY 10017

FEES AND TAXES

Mortgage :		Filing Fee:	
Mortgage Amount:	\$ 0.00		\$ 0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 0.00
TAXES: County (Basic):	\$ 0.00		
City (Additional):	\$ 0.00		
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 77.00		
Affidavit Fee:	\$ 0.00		

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

CITY OF NEW YORK
Recorded/Filed 01-30-2017 09:39
City Register File No.(CRFN):
2017000039476



Annette McMill

City Register Official Signature

RECORDING REQUESTED BY AND)
 WHEN RECORDED MAIL TO:)
)
 Stroock & Stroock & Lavan LLP)
 1875 K Street, NW, Suite 800)
 Washington, DC 20006)
 Attention: Jeffrey R. Keitelman, Esq.)

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (“**Declaration**”) is made by Pfizer Inc., a Delaware corporation, (“**Declarant**”) effective as of December 29, 2016 and has been recorded among the land records for the Kings County Clerk and Recorder for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities at certain real property located in the Borough of Brooklyn, County of Kings, State of New York more particularly described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

NOW THEREFORE,

2269
1

1. **Declaration and Imposition of Restrictions, Covenants and Terms.** Declarant hereby imposes on the Property the restrictions, covenants and terms set forth in this Declaration. Every conveyance of title, easement, or other interest in the Property shall be subject to compliance with the terms and restrictions set forth in this Declaration. The restrictions and other requirements described in this Declaration shall run with the land and be binding upon, and inure to the benefit of Declarant and each the Owner of the Property and each Owner’s successors, assignees, heirs and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control and shall continue as a servitude running in perpetuity with the Property. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Property by any person or entity shall limit the restrictions set forth herein. This Covenant is imposed upon the entire Property. By taking title to the Property or any interest in the Property, each subsequent Owner and holder of any such interest agrees to comply with the terms and restrictions of this Declaration. Each Owner shall re-record this Declaration as necessary to ensure its continued effectiveness. For purposes of this Declaration, the term “**Owner**” means, collectively, at any given time the then current fee titleholder of the Property and all present and future tenants, occupants, and other persons or entities having any right, title, interest or estate in or to all or any part of the Property from time to time, as well as the successors, successors-in-interest and assigns of each of the foregoing, and the agents, employees, or other persons or entities acting under the direction and control of any of the foregoing. If there shall be more than one Owner at a given time, then each such Owner shall be individually and collectively referred to as Owner and shall be jointly and severally bound as Owner by and under this Declaration.

2. **Restrictions on Use of Groundwater.** All present and future Owners of all or any part of the Property from time to time shall be prohibited from using the groundwater at the Property for drinking water purposes.

3. **Connection to Municipal Water System.** The Property shall be, and shall remain at all times, connected to the water system of the municipality in which the Property is located.

4. **Industrial Use Restriction.** The development, use and occupancy of the Property in perpetuity shall be restricted to industrial or commercial uses and, in all events, preclude the Property in perpetuity from being developed, occupied or used, in whole or in part, for any type of residential use, daycare use, child care use, medical care use, the production of food-chain products by outdoor soil based agricultural means for animal or human consumption, a transient or other residential facility, a nursing home, an assisted living facility, a hotel, a motel, a retirement home or a restaurant facility. The restrictions and preclusions set out in this paragraph titled "Industrial Use Restriction" immediately above, may be amended or terminated only if Purchaser, at its sole cost and expense (which shall include costs and expenses to retain an independent third-party environmental consultant), petitions for and obtains any and all required governmental approvals associated with such change of use, and obtains express, written governmental approvals from all governmental authorities having jurisdiction for development, use and occupancy of the Property for a use or uses precluded in in this paragraph titled "Industrial Use Restriction"; such written governmental approvals must certify that the proposed amendment or termination of any or all of the Declaration is protective of human health and the environment without reliance upon the restrictions in the Declaration or any other institutional or engineering controls implemented under the Voluntary Cleanup Agreement executed on September 19, 2003, as amended on March 22, 2011 and by letter agreement dated September 19, 2012 among the New York State Department of Environmental Conservation, Declarant and other parties identified therein (the "VCA") (and including all "Declaration of Covenants and Restrictions" as defined in the VCA), and that such use is consistent and compliant with the VCA, and copies must be provided to Declarant. Purchaser may only amend or terminate or propose to amend or terminate any or all of the Declaration precluded uses described above in this paragraph titled "Industrial Use Restriction" pursuant to terms that absolutely ensure that Declarant and its Affiliates have no and shall have no liability arising out of such amendment or termination and shall be fully indemnified therefor by a creditworthy owner of the Property. .

5. **Enforcement and Remedies.** Each Owner acknowledges that the breach of any of the terms, covenants or restrictions contained in this Declaration will result in irreparable harm to Declarant, and that Declarant's remedy at law for any such breach or threatened breach may be inadequate. Accordingly, in the event of any such breach, each Owner agrees that any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such term, covenant or restriction by Owner. In the event that any Owner or any successor or assign or any Owner from time to time of all or any part of the Property shall breach any of the terms, covenants or restrictions set forth in this Declaration, then Owner (including, without limitation, any successors or assigns, as applicable, shall pay all of the Declarant's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.

6. **Term and Binding Nature of Restrictive Covenant.** This Restrictive Covenant shall be a permitted exception to and shall run with the title to the Property in perpetuity and shall be binding in perpetuity on the Property and on all present and future Owners of all or any part of the Property from time to time and on all present and future tenants, occupants, and other persons or entities having any right, title, interest or estate in or to all or any part of the Property from time to time, as well as the successors, successors-in-interest and assigns of each of the foregoing, and the agents, employees, or other persons or entities acting under the direction and control of any of the foregoing. In the event the Property is subdivided into two or more parcels, such subdivision shall not affect the validity of this Declaration and this Declaration shall bind all of the subdivided parcels of the Property.

7. **Severability.** If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, (a) the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect, and (b) such provision shall be modified, to the extent that it can be modified, to make such provision enforceable and valid. If and to the extent that anything in this Declaration would otherwise be unlawful or void for violation of (i) the rule restricting restraints on alienation, or (ii) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure for the maximum period of time as is permitted by applicable law or as is deemed permissible by a court of competent jurisdiction.

8. **Authority to Execute.** The undersigned person executing this Declaration is the Owner as of the date of this Restrictive Covenant, and represents and certifies that it is duly authorized and has been empowered to execute and deliver this Declaration.

9. **Amendments.** This Declaration may be amended or supplemented only by an instrument in writing executed by Declarant.

10. **Governing Law.** This Declaration shall be governed by and enforced in accordance with the laws of the State of New York.

11. **Benefitted Parties.** This Declaration was made by Pfizer Inc., a Delaware corporation, as Declarant, in partial consideration for the agreement of Declarant as "Seller" under that certain Real Estate Purchase and Sale Agreement (as amended and assigned, the "**Purchase Agreement**") dated as of April 11, 2016 by and between Declarant and 58 Gerry St LLC, a New York limited liability company as "Purchaser" to convey the Property to such Purchaser or a grantee approved by Declarant in accordance with such Purchase Agreement at the purchase price and in accordance with the terms and provisions the Purchase Agreement and, this Declaration is for, and shall inure to, the benefit of Declarant, and each and all of Declarant's Affiliates, and any and all members, shareholders, partners, directors, officers, managers, persons, firms, brokers, agents, employees and representatives of, or acting or purporting to act on behalf of, Declarant or such Affiliates (together with Declarant, collectively, the "**Declarant Parties**"), and shall be enforceable by the Declarant Parties in accordance with its terms. The Declarant Parties, and each of them, are intended direct third party beneficiaries of this Declaration. The term "**Affiliate**" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided, that for the

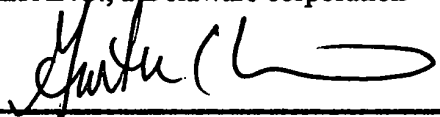
purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. The term "**Person**" means and include an individual, a partnership, a limited partnership, a limited liability partnership, a joint venture, a corporation, a limited liability company, an association, a trust, an unincorporated organization, a group and a Governmental Entity.

[Remainder of page intentionally left blank. Signature on next page.]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed on this 8th day of July, 2016.

DECLARANT:

PFIZER INC., a Delaware corporation

By: 


Name: Gareth C. Annino

Title: Senior Director Corporate Real Estate Pfizer Americas

STATE OF Connecticut)
COUNTY OF New London) ss: North Stonington

On this the 8th day of July, 2016, before me the undersigned officer, personally appeared Gareth C. Annino, who acknowledged himself to be the Senior Director Corporate Real Estate Pfizer Americas of Pfizer Inc., a Delaware corporation signer and sealer of the foregoing instrument, and that he/she as such officer, being authorized so to do, acknowledged the execution of the same to be his/her free act and deed as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.



Notary Public

My Commission Expires: 2/29/2020



JENNIFER SEUFFERLING
NOTARY PUBLIC
MY COMMISSION EXPIRES
2-29-2020

Attachment A to Declaration of Restrictive Covenant

LEGAL DESCRIPTION

PARCEL I

ALL THAT LOT, OR PARCEL OF LAND, 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 NORTHWESTERLY SIDE OF BARTLETT STREET WITH THE NORTHEASTERLY SIDE OF HARRISON AVENUE;

RUNNING THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY SIDE OF BARTLETT STREET, SEVENTY-FIVE (75) FEET;

THENCE NORTHWESTERLY PARALLEL WITH HARRISON AVENUE, ONE HUNDRED (100) FEET;

THENCE NORTHEASTERLY, PARALLEL WITH BARTLETT STREET, FIFTY (50) FEET;

THENCE AGAIN NORTHWESTERLY, PARALLEL WITH HARRISON AVENUE, ONE HUNDRED (100) FEET TO THE SOUTHEASTERLY SIDE OF GERRY STREET;

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY SIDE OF GERRY STREET, TWENTY-FIVE (25) FEET;

THENCE SOUTHEASTERLY, AGAIN PARALLEL WITH HARRISON AVENUE, FIFTY (50) FEET;

THENCE SOUTHWESTERLY, PARALLEL WITH GERRY STREET, ONE HUNDRED (100) FEET TO THE NORTHEASTERLY SIDE OF HARRISON AVENUE; AND

THENCE SOUTHEASTERLY, ALONG THE NORTHEASTERLY SIDE OF HARRISON AVENUE, ONE HUNDRED AND FIFTY (150) FEET TO THE CORNER, THE POINT OR PLACE OF BEGINNING.

PARCEL II

ALL THAT LOT OR PARCEL OF LAND, 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 SOUTHEASTERLY SIDE OF GERRY STREET WITH THE NORTHEASTERLY SIDE OF HARRISON AVENUE;

RUNNING THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY SIDE OF GERRY STREET, ONE HUNDRED (100) FEET;

THENCE SOUTHEASTERLY, PARALLEL WITH HARRISON AVENUE, FIFTY (50) FEET;

THENCE SOUTHWESTERLY, PARALLEL WITH GERRY STREET, ONE HUNDRED (100) FEET TO THE NORTHEASTERLY SIDE OF HARRISON AVENUE; AND

THENCE NORTHWESTERLY, ALONG THE NORTHEASTERLY SIDE OF HARRISON AVENUE, FIFTY(50) FEET TO THE CORNER, THE POINT OR PLACE OF BEGINNING.

PARCEL IIIA

ALL THAT CERTAIN LOT (HEREINAFTER REFERRED TO AS "PARCEL IIIA"), 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, TO WIT:

BEGINNING AT A POINT ON THE NORTHWESTERLY SIDE OF BARTLETT STREET, DISTANT ONE HUNDRED AND TWENTY-FIVE (125) FEET NORTHEASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE NORTHWESTERLY SIDE OF BARTLETT STREET WITH THE NORTHEASTERLY SIDE OF HARRISON

AVENUE;

RUNNING THENCE NORTHWESTERLY, PARALLEL WITH HARRISON AVENUE, ONE HUNDRED (100) FEET;

THENCE NORTHEASTERLY, PARALLEL WITH BARTLETT STREET TWENTY-FIVE (25) FEET;

THENCE SOUTHEASTERLY, AGAIN PARALLEL WITH HARRISON AVENUE ONE HUNDRED (100) FEET TO THE NORTHWESTERLY SIDE OF BARTLETT STREET, AND

THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY SIDE OF BARTLETT STREET, TWENTY-FIVE (25) FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL IIIB

ALL THAT CERTAIN LOT (HEREINAFTER REFERRED TO AS "PARCEL IIIB"), 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, TO WIT:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF GERRY STREET, DISTANT ONE HUNDRED AND TWENTY-FIVE (125) FEET EASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF HARRISON AVENUE, WITH THE SOUTHERLY SIDE OF GERRY STREET;

RUNNING THENCE SOUTHERLY PARALLEL WITH HARRISON AVENUE ONE HUNDRED (100) FEET;

THENCE EASTERLY PARALLEL WITH GERRY STREET TWENTY-FIVE (25) FEET;

THENCE NORTHERLY PARALLEL WITH HARRISON AVENUE ONE HUNDRED (100) FEET TO THE SOUTHERLY SIDE OF GERRY STREET; AND

THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF GERRY STREET TWENTY-FIVE (25) FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL IV

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 SOUTHERLY SIDE OF GERRY STREET DISTANT ONE HUNDRED FIFTY (150) FEET EASTERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF GERRY STREET WITH THE EASTERLY SIDE OF HARRISON AVENUE;

RUNNING THENCE SOUTHERLY PARALLEL WITH HARRISON AVENUE ONE HUNDRED (100) FEET;

THENCE EASTERLY PARALLEL WITH GERRY STREET TWENTY-FIVE (25) FEET;

THENCE NORTHERLY PARALLEL WITH HARRISON AVENUE ONE HUNDRED (100) FEET TO THE SOUTHERLY SIDE OF GERRY STREET; AND

THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF GERRY STREET TWENTY-FIVE (25) FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL V

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 SOUTHERLY SIDE OF GERRY STREET DISTANT ONE HUNDRED SEVENTY-FIVE (175) FEET EASTERLY FROM THE SOUTHEASTERLY CORNER OF GERRY STREET AND HARRISON

AVENUE;

RUNNING THENCE SOUTHERLY PARALLEL WITH HARRISON AVENUE ONE HUNDRED (100) FEET;

THENCE EASTERLY PARALLEL WITH GERRY STREET TWENTY-FIVE (25) FEET;

THENCE NORTHERLY AGAIN PARALLEL WITH HARRISON AVENUE ONE HUNDRED (100) FEET TO THE SOUTHERLY SIDE OF GERRY STREET; AND

THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF GERRY STREET TWENTY-FIVE (25) FEET TO THE POINT OR PLACE OF BEGINNING.

Being the same land conveyed to the parties by those certain deeds recorded on: April 5, 1941 in Liber 6004 Cp 98 as to Parcel I; September 12, 1944 in Liber 6585 Cp 539 as to Parcel II; July 13, 1945 in Liber 6741 Cp 17 as to Parcels IIIA & IIIB; August 28, 1959 in Liber 8755 Cp 41 as to Parcel IV; and February 25, 1965 in Liber 9357 Cp 106 as to Parcel V.