



William J. Lundeen  
Manager, Central Region  
Risk Management & Remediation  
ConocoPhillips Company  
420 S. Keeler, 1368 Phillips Building  
Bartlesville, Oklahoma 74004  
phone 918-661-0701  
cell 281-799-8527  
Bill.J.Lundeen@ConocoPhillips.com

**VIA OVERNIGHT DELIVERY**

February 10, 2010

Mr. Brian Carr  
Assistant Regional Counsel  
New York/Caribbean Superfund Branch  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region II  
290 Broadway, 17<sup>th</sup> Floor  
New York, NY 10007-1866

**Re: Response to First Request for Information to ConocoPhillips Company  
Gowanus Canal Superfund Site  
Brooklyn, Kings County, New York**

Dear Mr. Carr:

This letter and its attachments constitute the initial response of ConocoPhillips Company, on behalf of The American Agriculture Chemical Co., to the EPA's Request for Information letter, dated November 5, 2009, concerning the Gowanus Canal Superfund Site (the "Site") in Brooklyn, Kings County, New York. The request for information was received in our office on November 9, 2009. The EPA granted two (2) extensions of time, specifically until February 15, 2010, in which to respond to its Request.

ConocoPhillips has provided information regarding employees consulted in preparation of the response and requests that any contact with these employees be made through Paul Hamada, Senior Counsel, ConocoPhillips Company, ML 2080, 600 North Dairy Ashford, Houston, TX 77079, Phone (281) 293-1036.

The request from the EPA required that ConocoPhillips' response be accompanied by a declaration from a company representative. It is ConocoPhillips' position that neither Section 104 of CERCLA nor Section 3007 of RCRA contains requirements that the information and documentation submitted in response to this request include a declaration of the type you requested. ConocoPhillips has made a diligent search of its records and conducted an investigation of its involvement with this Site, and we are confident that the responses contained herein are accurate to the extent that information is currently available.

Mr. Brian Carr  
February 10, 2010  
Page 2

ConocoPhillips will continue its efforts to locate additional information that may be responsive to this information request. Accordingly, nothing contained herein shall be interpreted or construed as an admission or waiver of any claims, rights or defenses of ConocoPhillips, and ConocoPhillips reserves any and all claims, rights and defenses relating to the matters addressed herein including the right to amend or supplement this response. Should such information or records be located or identified pursuant to these efforts, ConocoPhillips will provide supplements to this response.

Please direct any further communications regarding this matter to Willette A. DuBose, HS&E Legal Specialist, ConocoPhillips Company, ML 1126, Legal Environmental Group, 600 North Dairy Ashford, Houston, TX 77079, Phone (281) 293-6952.

Very truly yours,



William J. Lundeen  
ConocoPhillips Company  
Risk Management and Remediation  
Central Regional Manager

Enclosures

cc: Christos Tsiamis  
Remedial Project Manager  
New York Remediation Branch  
Emergency and Remedial Response Division  
U.S. Environmental Protection Agency, Region II  
290 Broadway, 20<sup>th</sup> Floor  
New York, NY 10007-1866

Ann Anderson, Claims Consultant, RM&R, ConocoPhillips  
Mark A. Aebi, Manager, Legacy Issues, RM&R, ConocoPhillips  
Paul Hamada, Senior Counsel, HS&E, ConocoPhillips  
Derrick Vallance, Outside Counsel, Pillsbury Winthrop, et al  
Willette A. DuBose, HS&E Legal Specialist, Legal, ConocoPhillips

**CONOCOPHILLIPS COMPANY ("CONOCOPHILLIPS"),  
RESPONSES TO  
NOVEMBER 5, 2009 EPA REQUEST FOR INFORMATION  
Gowanus Canal Superfund Site ("Site")  
Brooklyn, Kings County, New York**

These responses are not and should not be taken as an admission or waiver of any kind to the jurisdiction, statutory authority or regulatory authority of the United States Environmental Protection Agency (EPA) for this information request or any EPA remedial actions.

**QUESTIONS AND RESPONSES REGARDING FORMER  
AMERICAN AGRICULTURAL CHEMICAL COMPANY,  
CONTINENTAL OIL COMPANY AND CONOCO INC.**

- 1. Please provide the following information on your Company:**
  - a. Identify the state and date of incorporation of the Company and the Company's agents for service of process in the state of incorporation and in New York State.**

**Response**

ConocoPhillips Company is incorporated in the State of Delaware. The date of incorporation is June 13, 1917.

The Company's agents for service of process are:

Delaware  
Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, DE 19808

New York  
United States Corporation Company  
80 State Street  
Albany, New York 12207-2543

- b. Please identify the Chief Executive Officer or other presiding officer of the Company. Please also confirm the mailing address of that officer.**

## **Response**

The name and address of the Chairman and Chief Executive Officer of ConocoPhillips are:

James J. Mulva  
Chairman and Chief Executive Officer  
ConocoPhillips Company  
600 N. Dairy Ashford, PE 3052  
Houston, TX 77089

### **c. What is the nature of the business conducted by your Company?**

## **Response**

ConocoPhillips Company is a large, international, integrated energy company with facilities throughout the United States and the world. ConocoPhillips Company and its predecessor companies have been involved in the energy business and other endeavors for over 100 years.

### **d. If your Company is a subsidiary, division, branch or affiliate of another corporation or other entity, identify each of those other entities and those entities' Chief Executive Officers or other presiding officers. Identify the state of incorporation and agents for service of process in the state of incorporation and in New York State for each entity identified in response to this question.**

## **Response**

ConocoPhillips Company specifically objects to Question No. 1d. on the grounds that it seeks information that is irrelevant, overbroad, and unduly burdensome.

Subject to and without waiving the foregoing objection, ConocoPhillips Company is a wholly owned subsidiary of ConocoPhillips. ConocoPhillips is the ultimate parent company and owns 100% of ConocoPhillips Company. ConocoPhillips Company (hereinafter "ConocoPhillips") is the parent of most subsidiary companies. There are more than 700 entities that are directly or indirectly owned by ConocoPhillips. Providing specific information for each of those 700 entities would be unduly burdensome. Therefore, ConocoPhillips is focusing the scope of its investigation to The American Agricultural Chemical Company ("TAACC").

### **2. Is your Company a successor-in-interest to an entity, including those identified for your Company parenthetically in Definition 6, above? If your answer is no, please identify the current successor-in-interest to those companies and state the factual basis for your answer to this question.**

### **Response**

ConocoPhillips was formed in 2002 with the merger of Conoco Inc. and Phillips Petroleum Company. Conoco Inc. was successor-in-interest to Continental Oil Company. Continental Oil Company officially changed its name to Conoco Inc. in 1979. In 1963, Continental Oil Company ("Conoco") acquired the business and assets of The American Agricultural Chemical Company ("TAACC"). Subsequently, in 1965, the TAACC business was merged into Conoco and continued operations under a Conoco division by the name of Agrico Chemical Company. The Williams Company, Inc. ("Williams") acquired Agrico Chemical Company from Continental Oil Company in 1972.

3. **Please describe in detail the manufacturing processes and any other operations conducted at the Facility by your Company, and identify the years in which it conducted such operations there. If those operations were not constant, describe the nature of all changes in operations and state the year of each change.**
  - a. **During what years did your Company operate at the Facility?**
  - b. **During what years did your Company own all or any portion of the Facility?**
  - c. **Please provide a copy of documents which effectuated your Company's acquisition and, if no longer owned, sale of the Facility property.**

### **Response**

ConocoPhillips has conducted a reasonable search of its records and discovered no documentation or information linking it or its predecessor companies to this Site. In order to be as thorough and diligent as possible in responding to this Request for Information, ConocoPhillips initiated a title search of properties in the Gowanus Canal area. This title search produced information indicating that the former TAACC owned property in the area of Gowanus Canal from approximately 1895 to 1911. (Please refer to the title documents attached here to as Attachment A.) ConocoPhillips has no other information or documentation connecting it to this Site other than the title search records and the map (referenced herein as Attachment B) provided by EPA in response to its FOIA Request. ConocoPhillips also has no knowledge, information or documentation regarding the operations, the manufacturing processes, the materials, products, or by-products used, and/or the wastes generated, if any, by TAACC at this location.

4. **With respect to hazardous substances, hazardous wastes and industrial wastes at the Facility:**

- a. **List all hazardous substances, hazardous wastes and industrial wastes that were used, stored, generated, handled or received by your Company at the Facility. Be as specific as possible in identifying each chemical, and provide, among other things, the chemical name, brand name and chemical content.**
- b. **State when each hazardous substance, hazardous waste and industrial waste identified in your response to question 4a, above, was used, stored, generated, handled or received and state the volume of each hazardous substances, hazardous wastes and industrial waste used, stored, generated or handled on an annual basis.**
- c. **Describe the activity or activities in which each hazardous substance and waste identified in your response to question 4a, above, was used, stored, handled or received.**
- d. **Describe the activity or activities in which each hazardous waste and industrial waste identified in your response to question 4a, above, was generated.**
- e. **Show the location of the hazardous substances, hazardous wastes and industrial wastes identified in your response to question 4a, above through a map or diagram of the Facility ("Facility Plan").**
- f. **In addition to the Facility Plan, provide a floor plan of the Facility, both current and at the time the Facility was in operation, that includes drainage sumps and all above-ground and below-ground discharge piping.**

### **Response**

Please refer to the response to Question 3 above.

5.
  - a. **What did your Company do with the hazardous substances, hazardous wastes and industrial wastes that was used, stored, generated or otherwise handled after it was finished with them? Describe in detail how and where the hazardous substances, hazardous wastes and industrial wastes identified in your response to question 4a were disposed of on an annual basis.**
  - b. **If any hazardous substances, hazardous wastes and industrial wastes ever were removed from the Facility for disposal or treatment, state the names and addresses of the transporters and disposal facilities used and the period during which such transporter and disposal site was used. If you are unaware of the ultimate disposal location of any of the hazardous substances, hazardous wastes and industrial wastes that were removed**

**from the Facility, state the nature and quantity of the particular materials in question and the names and addresses of the companies or individuals who removed the materials from the Facility.**

- c. Were any hazardous substances, hazardous wastes and industrial wastes ever disposed of at the Facility by your Company or any of its officers, employees, agents or representatives, or anyone else, either intentionally or unintentionally (in a manner other than those already identified in your response to 5 a-b above)? Your answer to this question should address, but not be limited to, instances in which hazardous substances, hazardous wastes and industrial wastes were spilled or otherwise disposed onto or into the ground from drums, tanks or any other containers, as well as instances in which drums or other containers containing any volume whatsoever of hazardous substances, hazardous wastes and industrial wastes caught fire. For each disposal identified in your response to this question:**
- d. Identify the locations at the Facility where such disposal occurred;**
- e. State the periods during which such disposal occurred at each area identified in your response to question 5 c.i., above;**
- f. Identify each of the materials disposed of at the Facility, including the chemical content, characteristics and form (solid, liquid, sludge or gas) of the material;**
- g. Describe the method of disposal used;**
- h. Describe how the material was containerized (if at all) at the time of the disposal; and**
- i. State the quantity of each such material that was disposed of at the Facility.**

**Response**

Please refer to the response to Question 3 above.

- 6. Identify all leaks, spills or releases or threats of releases of any kind of any hazardous substances, hazardous wastes and industrial wastes into the environment that have occurred at or from the Facility, including to the Gowanus Canal, including any leaks or releases from discharge pipes as well as from storage tanks, drums and other containers. Your answer should include:**
  - a. when each release occurred;**

- b. how each release occurred;**
- c. what individuals and companies caused or contributed to the release;**
- d. what hazardous substances were released, and in what form (e.g., gas, liquid, solid or sludge);**
- e. the amount of each hazardous substances released;**
- f. where each release occurred (indicate on the Facility Plan);**
- g. the surface on or into which the material was released;**
- h. whether the release was fully contained and, if not, where the uncontained portion of the release is believed to have gone;**
- i. any and all activities undertaken in response to each release or threatened release;**
- j. any and all investigations of the circumstances, nature, extent or location of each release or threatened release including the result of any soil, water (ground or surface), or air testing that was undertaken; and**
- k. all persons with information relating to subparts a. through j. of this Question.**

### **Response**

Please refer to the response to Question 3 above.

- 7. In addition to any documents requested above, please provide the following:**
  - a. All records relating to releases of hazardous substances, hazardous wastes and industrial wastes at the Facility or to the Gowanus Canal; and**
  - b. All waste manifests, invoices or other documents relating to the disposal of the hazardous substances, hazardous wastes and industrial wastes disposed of at the Facility or otherwise handles at the Facility.**
  - c. All investigation documents relating to conditions at the Facility, including safety and environmental audits, sampling results, cleanup orders or any submissions to the environmental agencies, including but not limited to, the New York State Department of Environmental Conservation, the New York City Department of Environmental Protection and EPA.**

**Response**

Please refer to the response to Question 3 above.

8. **Did the Facility utilize barges or other vessels in its operations? If so, provide the following information:**
- a. **the period of vessel operations;**
  - b. **the location of vessel transfers;**
  - c. **the nature of materials transferred to or from vessels;**
  - d. **the nature of vessel cleaning operations, if any, including what cleaning methods were used and how cleaning waste was handled;**
  - e. **the nature of any vessel maintenance, construction or repair operations, if any;**
  - f. **what spill prevention controls were utilized; and**
  - g. **a detailed description of any vessel-related releases.**

**Response**

Please refer to the response to Question 3 above.

9. **Did the Facility utilize an on-site fleet of vehicles or otherwise generate or accept used oil? If so, describe in detail the Facility's used oil management practices during the period of the Facility's operations, including a number of vehicles services on-site, the volume of waste oil generated, how the waste oil was stored pending disposal and the method and location of waste oil disposal.**

**Response**

Please refer to the response to Question 3 above.

10. **Did the Facility store, burn or otherwise utilize coal in its operations? If so, provide the following information:**
- a. **the purpose for which coal was present at the Facility;**

- b. the location and manner of coal storage at the Facility;**
- c. the time period during which coal was present at the Facility;**
- d. the annual volume of coal handled at the Facility; and**
- e. identify all coal storage, shipment, transfer and process locations on the Facility Plan.**

**Response**

Please refer to the response to Question 3 above.

- 11. Did the Facility's operations include tank cleaning? If so, describe in detail the Facility's tank cleaning practices during the period of operations, including the number of tanks on-site, the frequency and the method of tank cleaning, the volume of tank cleaning waste generated and the method and location of tank cleaning waste disposal.**

**Response**

Please refer to the response to Question 3 above.

- 12. Identify each of your Company's Facility discharge locations, including but not limited to, pipes, drains, sumps and sewer connections, describe the discharge location's purpose and use, show the location of each discharge point on the Facility Plan, and indicate whether it discharged to the Gowanus Canal, to the ground, the sewer or other location(s).**

**Response**

Please refer to the response to Question 3 above.

- 13. Did or do any of your Company's Facilities have discharge or waste permits, including but not limited to, a National or State Pollutant Discharge Elimination System ("NPDES" or "SPDES") or RCRA permit? If so, identify the Facility and the period during which the Facility has had a discharge permit, including but not limited to, permits, notices of violations, sampling analysis which document discharges in excess of permit limits, and administrative settlement orders for violations.**

### **Response**

ConocoPhillips specifically objects to Question No. 13 on the grounds that it seeks information that is irrelevant, overbroad, and unduly burdensome. Subject to and without waiving the foregoing objection, please refer to the responses to Questions 1d. and 3 above.

- 14. Please describe the closure of the Facility, if applicable. Your answer should include, but not be limited to, when the closure of the Facility occurred; how waste material was disposed of, and whether any waste material was left on-site. In addition, describe any further closure work that was undertaken at the time any portion of any of the Facility was transferred.**

### **Response**

Please refer to the response to Question 3 above.

- 15. Does your Company have any additional information or documents which may help EPA identify other companies which conducted operations at or owned the Facility, or contributed contamination to the Gowanus Canal? If so, please provide that information and those documents; state the time period when each such company operated or owned the Facility, or contributed contamination to the Gowanus Canal, and identify the source(s) of your information.**

### **Response**

Please refer to the response to Question 3 above.

- 16. Identify the persons having knowledge of facts relating to the questions which are the subject of this inquiry. For each such person that you identify, provide the name, address and telephone number of that person, and the basis of your belief that he or she has such knowledge. For past and present employees of the Company, include their job title and description of their responsibilities.**

### **Response**

ConocoPhillips requests that any contact with the ConocoPhillips employees listed below be made through Paul Hamada, Senior Counsel.

Paul I. Hamada  
Senior Counsel  
ConocoPhillips Company  
600 N. Dairy Ashford, ML2080  
Houston, Texas 77079  
281-293-1036 – telephone  
Mr. Hamada is the attorney who is assigned to this matter.

Willette A. DuBose  
HS&E Legal Specialist  
ConocoPhillips Company  
600 N. Dairy Ashford, ML1126  
Houston, Texas 77079  
281-293-6952 – telephone  
Ms. DuBose is the Legal Specialist who is assigned to assist Mr. Hamada on all aspects of this matter.

Wanda Hines  
Contract employee  
ConocoPhillips Company  
600 N. Dairy Ashford, MA  
Houston, Texas 77079  
281-293-3896 – telephone  
Ms. Hines is currently a contract employee for ConocoPhillips who is assigned to assist Mr. Hamada on all aspects of this matter.

Derrick D. Vallance  
Outside Counsel  
Pillsbury Winthrop Shaw Pittman, LLP  
2 Houston Center  
909 Fannin Street, Suite 2000  
Houston, Texas 77010  
713-276-7617 – telephone  
Mr. Vallance is a former ConocoPhillips attorney. He is no longer an employee of ConocoPhillips, however, continues to assist in the capacity of outside counsel for ConocoPhillips. Mr. Vallance has knowledge of TAACC and its operations.

Mark A. Aebi  
Manager, Legacy Issues – RM&R  
ConocoPhillips Company  
1322 Phillips Bldg., PB-1322  
Bartlesville, Oklahoma 74004  
918-661-1574 – telephone  
Mr. Aebi is currently the Manager of ConocoPhillips' Legacy Issues and has knowledge of TAACC and its operations.

Michael E. Hansen  
Environmental Resources Management (ERM)  
15810 Park Ten Place, Suite 300  
Houston, Texas 77084  
281-600-1000 – telephone

Mr. Hansen is a former ConocoPhillips employee. He is currently an environmental consultant who has been retained by ConocoPhillips to assist in the consultation aspects of this matter. Mr. Hansen has knowledge of TAACC and its operations.

Leigh Ormonde  
Contract employee  
ConocoPhillips Company  
1232 Park Street, Suite 300  
Paso Robles, CA 93446  
805-226-2643 – telephone

Ms. Ormond is a contract employee for ConocoPhillips in the Property Tax, Real Estate, Right of Way and Claims Department who assisted in the research and gathering of the documents attached to this Response.

Colleen Hagemann  
Contracts Associate  
ConocoPhillips Company  
1232 Park Street, Suite 300  
Paso Robles, CA 93446  
805-226-2649 – telephone

Ms. Hagemann is an employee of ConocoPhillips in the Property Tax, Real Estate, Right of Way and Claims department who assisted in the research of the information necessary for this Response.

- 17. Please state the name, title and address of each individual who assisted or was consulted in the preparation of your response to this Request for Information. In addition, state whether this person has personal knowledge of the answers provided.**

**Response**

Please refer to the response to Question 16 above.

- 18. Supply any additional information or documents in your possession or available to you that may be relevant to the questions which are the subject of this inquiry or that may assist EPA in identifying potentially responsible parties under CERLA with respect to this Site.**

**Response**

Other than the documents provided herein in Attachments A and B, Respondent has no additional documentation or information.

ConocoPhillips Company ("CONOCOPHILLIPS"),  
RESPONSES TO  
NOVEMBER 5, 2009 EPA REQUEST FOR INFORMATION  
Gowanus Canal Superfund Site ("Site")  
Brooklyn, Kings County, New York

**ATTACHMENT A**



2055 East Rio Salado Parkway, Suite 201  
Tempe, Arizona 85281  
Phone: (480) 967-6752  
Fax Number: (480) 966-9422  
Web Site: [www.netronline.com](http://www.netronline.com)

## **HISTORICAL CHAIN OF TITLE REPORT**

**GOWAUS CANAL SUPERFUND SITE  
LOCATED ON THE CORNER OF SMITH AND HUNTINGTON  
BROOKLYN, NEW YORK**

**Submitted to:**

**CONOCO PHILLIPS**  
1232 Park Street  
Paso Robles, California 93446

**Attention: Leigh Ormonde**

**Project No. N10-00052**

**Tuesday, January 12, 2010**

**NETR - Real Estate Research & Information** hereby submits the following ASTM historical chain-of-title to the land described below, subject to the leases/miscellaneous shown in Section 2. Title to the estate or interest covered by this report appears to be vested in:

**7 HORIZON CORPORATION (AS TO CHAIN 1) AND VICHAR, INC. (AS TO CHAIN 2)**

The following is the current property legal description:

**Lot 1, Block 471, also commonly known as 5 Street, situated and lying in the City of Brooklyn, Kings County, State of New York**

**Lot 200, Block 471, also commonly known as 459 Smith Street, situated and lying in the City of Brooklyn, Kings County, State of New York**

**Assessor's Parcel Number(s): Block 471, Lot 1, Block 471, Lot 200**

## 1. HISTORICAL CHAIN OF TITLE

### **1. Chain 1 - Conveys Lot 1, Block 471.**

#### **1. DEED**

RECORDED: 11/06/1895  
GRANTOR: The Citizen's Gas Company  
GRANTEE: Brooklyn Union Gas Company  
INSTRUMENT: Liber 3, Page 333

#### **2. DEED**

RECORDED: 10/03/1905  
GRANTOR: Rollin H. Lynde and Elizabeth B. Lynde  
GRANTEE: John P. Carroll  
INSTRUMENT: Liber 35, Page 150

#### **3. DEED**

RECORDED: 06/25/1907  
GRANTOR: John P. Carroll  
GRANTEE: Brooklyn Union Gas Company  
INSTRUMENT: Liber 3015, Page 309

#### **4. DEED**

RECORDED: 11/13/1969  
GRANTOR: The Brooklyn Union Gas Company  
GRANTEE: Peter Galasso, Inc.  
INSTRUMENT: Book 375, Page 1135

#### **5. DEED**

RECORDED: 11/13/1969  
GRANTOR: Peter Galasso, Inc.  
GRANTEE: Peter Galasso  
INSTRUMENT: Book 375, Page 1156

#### **6. DEED**

RECORDED: 03/19/1970  
GRANTOR: Peter Galasso, Inc.  
GRANTEE: Peter Galasso  
INSTRUMENT: Book 400, Page 786

7. DEED

RECORDED: 03/05/1973  
GRANTOR: Peter Galasso  
GRANTEE: Peter Galasso, Inc.  
INSTRUMENT: Book 617, Page 1694

8. DEED

RECORDED: 03/21/1973  
GRANTOR: Peter Galasso, Inc.  
GRANTEE: Peter Galasso  
INSTRUMENT: Book 621, Page 945

9. DEED

RECORDED: 10/09/1973  
GRANTOR: Peter Galasso  
GRANTEE: 7 Horizon Corporation  
INSTRUMENT: Book 663, Page 1219

**II. Chain 2 - Conveys Lot 200, Block 471.**

10. DEED

RECORDED: 12/12/1895  
GRANTOR: Henry J. Braker and William D. Faris, et al  
GRANTEE: The American Agricultural Chemical Company  
INSTRUMENT: Liber 14, Page 367

11. DEED

RECORDED: 12/22/1911  
GRANTOR: The American Agricultural Chemical Company  
GRANTEE: Brooklyn Union Gas Company  
INSTRUMENT: Liber 3334, Page 88

12. DEED

RECORDED: 11/13/1969  
GRANTOR: The Brooklyn Union Gas Company  
GRANTEE: Peter Galasso, Inc.  
INSTRUMENT: Book 375, Page 1135

13. DEED

RECORDED: 11/13/1969  
GRANTOR: Peter Galasso, Inc.  
GRANTEE: Peter Galasso  
INSTRUMENT: Book 375, Page 1156

**14. DEED**

**RECORDED:** 03/19/1970  
**GRANTOR:** Peter Galasso, Inc.  
**GRANTEE:** Peter Galasso  
**INSTRUMENT:** Book 400, Page 786

**15. DEED**

**RECORDED:** 03/12/1971  
**GRANTOR:** Peter Galasso  
**GRANTEE:** Antarenni Industries, Inc.  
**INSTRUMENT:** Book 470, Page 348

**16. LETTERS PATENT**

**RECORDED:** 03/15/1971  
**GRANTOR:** Deputy Commissioner of General Services, State of New York  
**GRANTEE:** Peter Galasso  
**INSTRUMENT:** Book 470, Page 818

**17. DEED**

**RECORDED:** 02/04/1972  
**GRANTOR:** Peter Galasso  
**GRANTEE:** Antarenni Industries, Inc.  
**INSTRUMENT:** Book 536, Page 1261

**18. TRUSTEE'S DEED**

**RECORDED:** 03/22/1976  
**GRANTOR:** Leon C. Marcus, as Trustee in Bankruptcy of the Estate of Antarenni Industries, Inc., a domestic corporation  
**GRANTEE:** New York Job Development Authority, a public benefit corporation  
**INSTRUMENT:** Book 836, Page 973

**19. CONTRACT OF SALE AGREEMENT**

**RECORDED:** 06/15/1977  
**FIRST PARTY:** New York Job Development Authority, a public benefit corporation  
**SECOND PARTY:** Vitamaster Industries, Inc.  
**INSTRUMENT:** Book 925, Page 1607

**20. DEED**

**RECORDED:** 01/02/1985  
**GRANTOR:** Allegheny International Exercise Company, successor in  
interest to VTM Corporation  
**GRANTEE:** Irving Goldstein and Leah Goldstein  
**INSTRUMENT:** Book 1591, Page 1072

**21. DEED**

**RECORDED:** 01/02/1985  
**GRANTOR:** New York Job Development Authority, a public benefit  
corporation  
**GRANTEE:** Allegheny International Exercise Company  
**INSTRUMENT:** Book 1591, Page 1069

**22. REFEREE'S DEED**

**RECORDED:** 07/08/1998  
**GRANTOR:** Daniel J. O'Donnell Esq., duly appointed  
**GRANTEE:** Vichar, Inc.  
**INSTRUMENT:** Book 4236, Page 536  
**COMMENTS:** Foreclosed on Irving Goldstein and Leah Goldstein, et al.

## **2. LEASES AND MISCELLANEOUS**

### **1. MEMORANDUM OF LEASE:**

**RECORDED:** 01/15/1974  
**LESSOR:** 7 Horizon Corporation  
**LESSEE:** Supermarkets General Corporation  
**INSTRUMENT:** Book 684, Page 1440  
**COMMENTS:** Conveys Lot 1, Block 471.

### **2. NOTICE OF AGREEMENT:**

**RECORDED:** 10/17/2007  
**RECEIVED FROM:** Brooklyn Union Gas Company, doing business as  
KeySpan Energy Delivery New York, the "Respondent"  
**DIRECTED TO:** New York State Department of Environmental  
Conservation, the "Department"  
**INSTRUMENT:** 2007000526264  
**COMMENTS:**

Conveys Lot 1, Block 471. WHEREAS, the Respondent, by authorized signature, consented to the issuance of Department Order Index No. A2-0460-0502 (the "Order"), concerning the remediation of contamination present on the Property; and WHEREAS, in return for the remediation of the Property pursuant to the Order to the satisfaction of the New York State Department of Environmental Conservation ( the "Department"), the Department will provide the Respondent and Respondent's lessees and sub lessees and Respondent's successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suite related to the Site's further investigation or remediation, subject to certain reservations set forth in the Order; and WHEREAS, pursuant to the Order, the Respondent, agreed that it would give notice of the Order to all parties who may acquire any interest in the Property by filing this Notice with the Kings County Clerk. (see attached)

### **LIMITATION**

This report was prepared for the use of Conoco Phillips, exclusively. This report is neither a guarantee of title, a commitment to insure, or a policy of title insurance.

NETR- Real Estate Research & Information does not guarantee nor include any warranty of any kind whether expressed or implied, about the validity of all information included in this report since this information is retrieved as it is recorded from the various agencies that make it available. The total liability is limited to the fee paid for this report.



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BL 471  
LOT 100  
NEW ID. N°  
A123-E3E

SEE  
PAGE 17

SEE PAGE 16

SEE  
PAGE 19

SEE PAGE 15

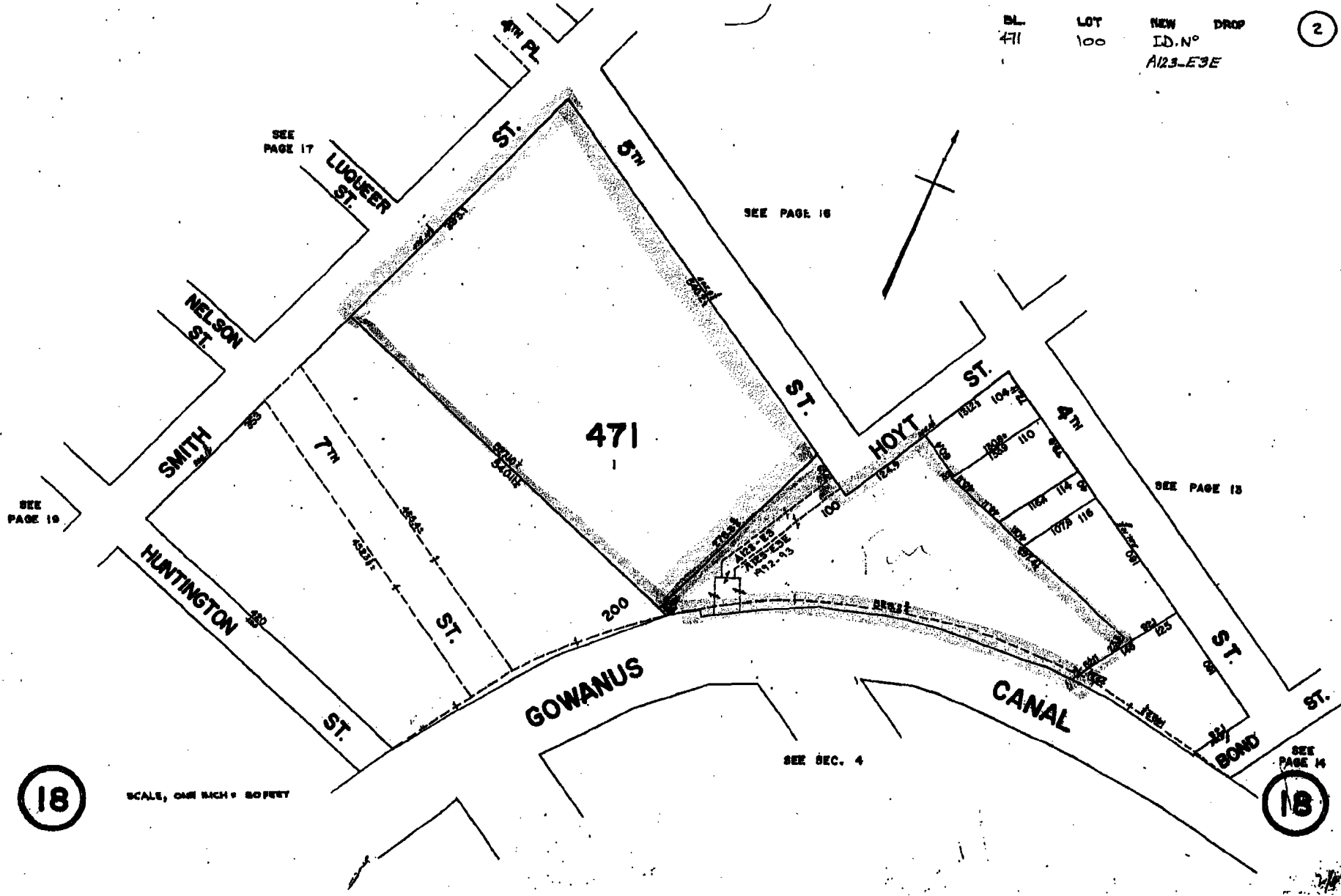
SEE SEC. 4

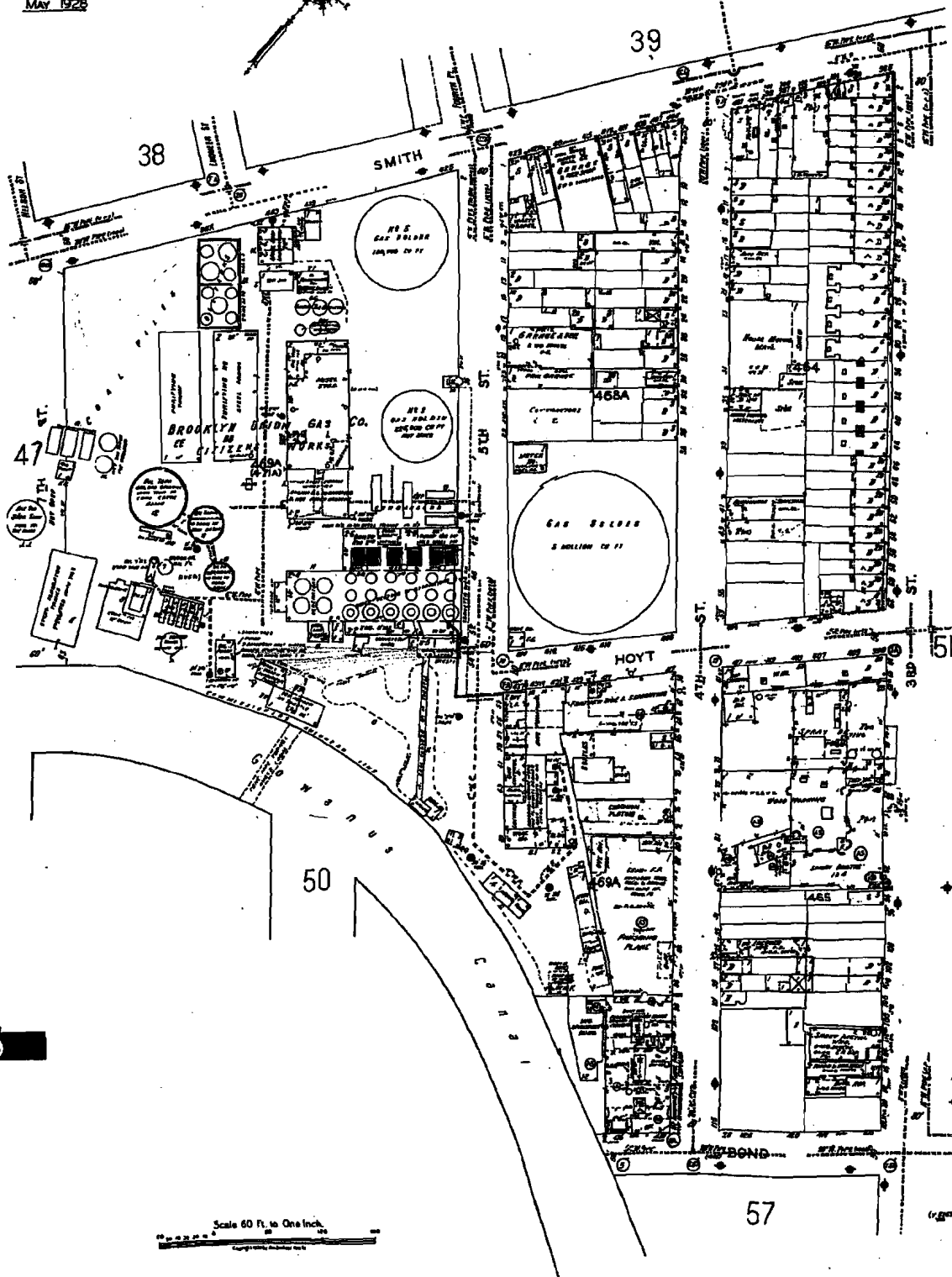
SEE  
PAGE 14

18

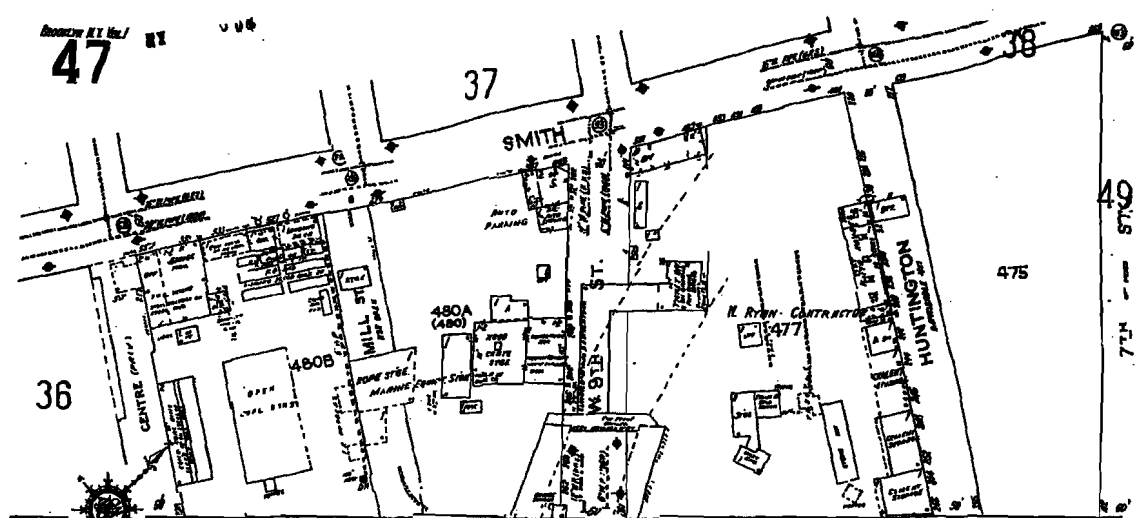
SCALE, ONE INCH = 50 FEET

18

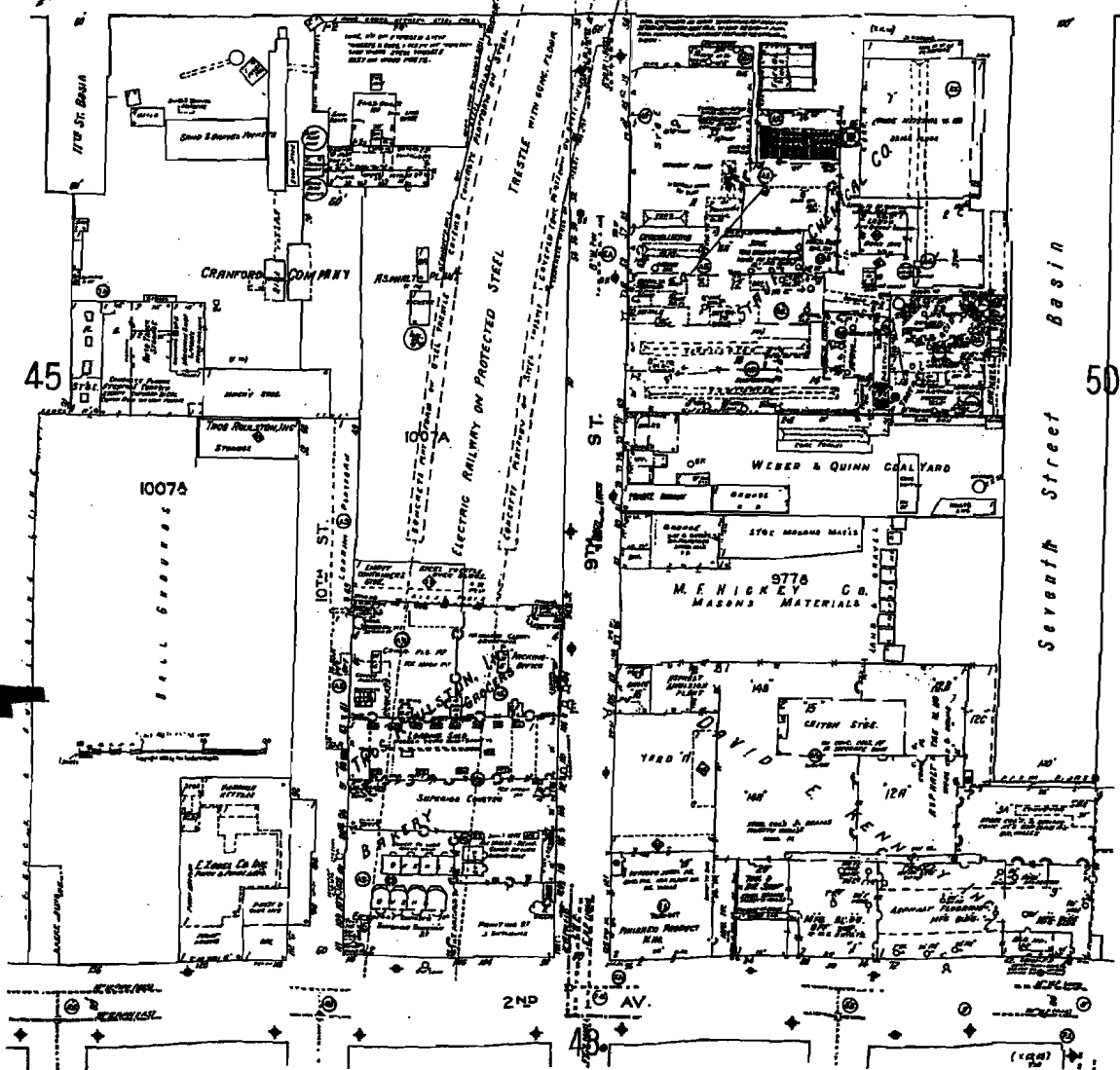




47



G O W A N C a n a l



HNT:kp  
102273

Smith Street  
Brooklyn,  
New York

NO 1 OF 6  
DUPLICATE ORIGINALS

REEL 684 PAGE 1440

MEMORANDUM OF LEASE

471  
LOT 1

MEMORANDUM OF LEASE, dated as of September 24, 1973 between  
Horizon Corp., a New York corporation having a mailing address  
at 4105 Church Avenue, Brooklyn, New York 11203 (hereinafter  
called "Landlord") and Supermarkets General Corporation, a  
Delaware corporation, having a mailing address at 301 Blair  
Road, Woodbridge, New Jersey 07095 (hereinafter called "Tenant").

W I T N E S S E T H :

1. Landlord and Tenant have entered into a certain lease  
(hereinafter called the "Lease") dated as of September 24, 1973,  
in respect of certain premises bounded and described in Exhibit  
"A" annexed hereto and made a part hereof together with all  
improvements now or hereafter erected thereon and any and all  
rights, easements or appurtenances thereto belonging.

2. The Lease sets forth the names and addresses of the  
parties thereto as hereinabove set forth.

3. The term of the Lease shall commence on the date ("Commence-  
ment Date") upon which is the earlier of (i) the date on  
which Tenant opens the Demised Premises to the public for  
business, or (ii) the date which is 60 days after the Delivery  
of Possession (as said term is defined in the Lease).

4. The term of the Lease is for a period of twenty-five  
(25) years from the day before the Commencement Date if the

Commencement Date is the first day of a month, or twenty-five (25) years from the last day of the month in which the Commencement Date occurs if the Commencement Date is not the first day of the month.

5. Tenant has six (6) successive options to renew the term of the Lease from the dates upon which it would otherwise expire for six (6) separate renewal periods of five (5) years each.

6. The Lease contains the following provision:

Right of  
First Refusal  
to Purchase

612. A. Upon condition that this Lease shall at the time be in full force and effect, Landlord shall not sell or contract to sell Landlord's estate in the Demised Premises to any person whatsoever other than the Tenant except upon the following conditions:

"(1) If the Landlord shall receive a bona fide offer for the purchase of Landlord's estate in the Demised Premises which the Landlord desires to accept, Landlord will notify Tenant in writing of such bona fide offer, setting forth the price, terms and conditions of said offer.

"(2) Landlord agrees that Tenant shall thereafter have the prior right to purchase Landlord's estate in the Demised Premises at the same price and upon the same terms and conditions as are contained in such offer except as herein otherwise set forth. Said right may be exercised at any time within thirty (30) days after Tenant's receipt of such written notice of said offer.

"(3) Tenant's aforementioned right may be exercised by mailing written notice of such exercise to Landlord; and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually received by Landlord.

"(4) Upon the exercise of Tenant's rights hereunder, Tenant shall have a period of thirty (30) days thereafter before being obliged to make payment or accept title to Landlord's estate in the Demised Premises unless by the terms and conditions of said offer a period of more than thirty (30) days is specified for the closing, in which event Tenant shall have such longer period.

"(5) If Tenant fails to exercise its said right to purchase, and for any reason Landlord shall not thereafter sell or convey the same to the party or parties making the offer which was communicated to Tenant, the foregoing conditioned prohibition against Landlord's sale or other disposition of Landlord's estate in the Demised Premises shall continue in full force and effect and Tenant's said prior right of purchase shall apply with respect to any new offers received by Landlord, as provided in this Article.

"B. At the closing, Landlord shall deliver to Tenant a good and valid Bargain and Sale Deed, with Covenants against Grantor's Acts, with all revenue stamps or transfer taxes affixed and/or paid by Landlord, conveying a good and marketable title to the Demised Premises, free and clear of all liens and encumbrances except the

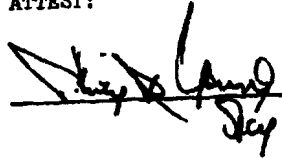
Permitted Encumbrances (and insurable as such by a reputable title company of Tenant's choice) against payment of the purchase price and/or such other other document(s) (such as an assignment of lease in the event Landlord's estate in the Demised Premises is a leasehold estate) as Tenant requires for the conveyance of Landlord's estate in the Demised Premises. If Landlord shall have failed to satisfy or remove any lien or encumbrance (other than the Permitted Encumbrances) at or prior to closing of title, Tenant shall have the right to cause the same to be satisfied or removed and to deduct the cost thereof from the purchase price, and/or may cause portions of the purchase price, sufficient for such satisfaction or removal to be held in escrow after the closing of title. Any balance remaining in said escrow after such satisfaction and removal shall be paid over to Landlord. However, if the Demised Premises shall be encumbered by any mortgage or mortgages (whether or not the same is a Permitted Encumbrance) Tenant shall have the right to elect to purchase Landlord's estate in the Demised Premises subject to such mortgage or mortgages, in which event Tenant shall receive a credit against the purchase price in an amount equal to the unpaid principal balance of such mortgage or mortgages at the time of the closing of title and any accrued or prepaid interest thereon shall be apportioned between the parties as of the closing date."

REF 684-1444

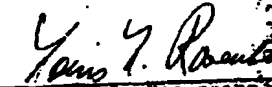
7. Nothing herein contained shall be deemed to amend, modify, alter or change any of the provisions in the Lease contained, and reference is hereby made to all of the terms, covenants and conditions in the Lease contained.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written for the purpose of providing an instrument for recording pursuant to Section 291-C of the real property law of the State of New York.

ATTEST:


  
Notary Public

7 HORIZON CORP.


By   
Louis L. Rosenberg  
President

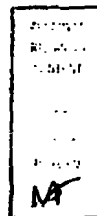


ATTEST:

  
Melvin S. Kenduck  
Assistant Secretary  
(SEAL)

SUPERMARKETS GENERAL CORPORATION

By   
George F. McPhillips  
Vice President



REL 684 PAGE 1445

STATE OF NEW YORK }  
COUNTY OF KINGS }

On the 11th day of December, 1973, before me came .....  
Louis L. Rosenbergs, to me known, who, being by me duly sworn, did depose  
and say that he resides at 1520 Atlantic Ave. Fl. 2, Bklyn., that he is  
President of 7 HORIZON CORP., the corporation  
described in and which executed the foregoing instrument as Landlord; that he knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by  
authority of the board of directors of said corporation; and that he signed his name thereto by like  
authority.

Notary Public

SIDNEY D. YOUNG  
NOTARY PUBLIC, State of New York  
No. 30-4372525 Qual. in Kings Co.  
Exp. 12/31/76

STATE OF NEW YORK }  
COUNTY OF NEW YORK }

On the 1st day of January, 1973, before me came .....  
GERTIE F. McPhillips, to me known, who, being by me duly sworn, did depose  
and say that he resides at 218 N. Monroe St., Ridgewood, N.Y., that he is a Vice  
President of Supermarkets General Corporation, the corporation described in and which executed the  
foregoing instrument as Tenant; that he knows the seal of said corporation; that the seal affixed to said  
instrument is such corporate seal; that it was so affixed by authority of the board of directors of said  
corporation; and that he signed his name thereto by like authority.

Notary Public

EDWARD S. RADZELY  
NOTARY PUBLIC, State of New York  
No. 24-6479880 Qual. in Kings Co.  
Commission Expires March 30, 1974

EXHIBIT "A"

NEEL 084 PAGE 1446

Annexed to Memorandum of Lease dated  
as of September 24, 1973, between 7  
Horizon Corp., Landlord, and Supermarkets  
General Corporation, Tenant.  
Premises: Smith Street  
Brooklyn, New York

ALL that certain lot, 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 Southwesterly side of 5th Street, distant 340  
feet 2-1/2 inches Southeasterly from the corner formed by the intersection  
of the Southwesterly side of 5th Street with the Southeasterly side of  
Smith Street; running thence Southwesterly forming an interior angle of  
102 degrees 16 minutes and 05 seconds with the Southerly side of 5th  
Street 278 feet 3-5/8 inches; thence westerly at right angles to the  
preceding course 527 feet 10 1/8 inches to the southeasterly side of Smith  
Street; thence northerly along the southeasterly side of Smith Street  
393 feet 1 inch to the southwesterly side of 5th Street; thence South-  
easterly along the Southwesterly side of 5th Street 340 feet 2-1/2  
inches to the point or place of BEGINNING.

PLEASE INITIAL
Landlord: <i>Y.R.</i>
Tenant: <i>S.A.</i>

*11/*  
*PV*

1974 JUN 15 AM 10:20

1524

*1314*

*Primary Instrument*

7 HORIZON CORP.,  
Landlord

AND

SUPERMARKETS GENERAL CORPORATION,  
Tenant

*[Signature]*

MEMORANDUM OF LEASE

*EX. 100*

Dated As Of: September 24, 1973

Premises: Smith Street,  
Brooklyn, New York

RECORD AND RETURN

Melvin I. Menduck, Sec.  
Supermarkets General Corporation  
301 Blair Road  
Woodbridge, New Jersey 07095

CITY OF CITY REGISTER  
Kings County  
RECORDED  
Witnessed by bank  
and official seal

*[Signature]*  
CITY REGISTER

684 MAR 14 1974

*SE: 1*  
*44*

*Mr. P.V.*

6-151

05340

1574

1974 JAN 15 AM 10:20

CITY OF CITY REGISTERS  
Kings County  
RECORDED  
Witness my hand  
and official seal

*Alexander J. Harris*  
CITY REGISTERS

1447 084 1447

1524

*1974*

*Property Improvement Corporation*

7 HORIZON CORP.,

Lessor

AND

SUPERMARKETS GENERAL CORPORATION

Tenant

MEMORANDUM OF LEASE

Dated As Of: September 24, 1973

Premises: Smith Street,  
Brooklyn, New York

SIGNED AND RETURNED TO:

Walter F. Kehduck, Esq.  
Supermarkets General Corporation  
201 Chair Road  
Woodbridge, New Jersey 07095

*Handwritten initials and marks*



[illegible]

of which of whatever and to keep of said  
 first part in reference to the said premises, and  
 to or connected with the said premises, and  
 it to include in the foregoing description the  
 property and rights conveyed to the said party of  
 part by the following deed or by any other deed  
 or rights within the boundaries of said  
 estate or appurtenances to said property or said  
 premises, to wit: the deed of William C. Cyren, dated  
 October 22, 1870 in Liber 96 of the  
 William C. Cyren, and wife dated May 22, 1870  
 recorded June 1, 1870 in Liber 5 of page 277, and  
 dated June 21, 1870 and recorded June 22, 1870  
 of page 57, deed of Norman C. Cyren, and wife  
 dated and recorded August 10, 1870 in Liber 96 of  
 of William C. Cyren, and others dated  
 1870 and recorded August 30, 1870 in Liber 96 of  
 45, and also that certain piece or parcel  
 containing 100 ft. of Brooklyn, which is bounded  
 described as follows: Beginning at the foot  
 of a certain lot of land lying between and between  
 running southerly and easterly along said lot for  
 two hundred and twenty (220) feet and six (6) inches  
 measured along the easterly side of said lot  
 (change easterly and parallel with Liberty (or  
 Pacific) Street one hundred and eighty (180) feet  
 or less to Brooklyn Street thence southerly  
 said pleasant street three hundred and eighteen (318)  
 and four (4) inches more or less measured along  
 westerly side of said street to Atlantic Avenue  
 thence westerly along Atlantic Avenue one hundred  
 and eighty-two (182) feet and two and a half (2 1/2)  
 inches more or less measured along the westerly  
 side of said Atlantic Avenue to the first  
 place of beginning together with all the rights  
 and interest of the party of the first part to  
 in the land in said avenue and streets in front of  
 adjacent to said premises, it being intended to include  
 in the foregoing description all property conveyed  
 by the following deeds or by any other deeds  
 part of the first part or to the adjacent  
 boundaries of property within the foregoing  
 aforesaid or adjacent streets, and of said  
 change and wife to the Plaintiff, and to the  
 date of the 22nd of May 1870 and to the date of the  
 22nd of May 1870.

...of the first part will execute or procure any further necessary and proper documents. FIFTH.- That the said Millie A. Keator will forever discontinue and release the said premises, IN WITNESS WHEREOF, the said party of the first part hath hereunto set her hand and seal the day and year first above written. Millie A. Keator (Seal)

CITY AND STATE OF NEW YORK, BOROUGH OF BROOKLYN, COUNTY OF KINGS, SS.  
I, George E. Nease, Commissioner of Deeds for the City of New York, do hereby certify that on the 1st day of September in the year nineteen hundred and five, before me personally appeared the said Millie A. Keator, and known to me to be the individual described in and to the foregoing instrument, and she thereupon duly acknowledged to me that she executed the foregoing instrument.

Witness my hand and seal this 1st day of September, 1905, at 20 min. past 11 A. M.

George E. Nease, Commissioner of Deeds for the City of New York.  
215 Montague St., Brooklyn, N. Y.

35/150

...day of September in the year nineteen hundred and five, before me personally appeared the said Millie A. Keator, and known to me to be the individual described in and to the foregoing instrument, and she thereupon duly acknowledged to me that she executed the foregoing instrument. That the said parties of the first part, in consideration of the valuable considerations, legal money of the said parties of the first part, do hereby grant and release unto the said parties of the second part, and assigns forever, all that certain tract of land situated in the Borough of Brooklyn, County of Kings, City and State of New York, and known to the said parties of the first part by the name of ...

of New York, and the said Rollin H. Lynde of the County of Kings, in the County of Kings, in the State of New York, the Estate of Jordan Cohen deceased, and the said Rollin H. Lynde, from the corner formed by the intersection of said Smith Street, and running from said corner, along the line of said Smith Street, Two hundred and fifty feet to the corner of said Smith Street and said Avenue C, and thence Easterly along said centre line of said Avenue C, one and one half inches, to the line of land formerly belonging to the said Rollin H. Lynde, and thence Easterly along said last mentioned land Thirty four feet and nine inches to the corner of said Smith Street, and thence Southerly and parallel with said Smith Street, One hundred feet, eleven and one half inches to a point in the centre line of said Avenue C, and thence Southerly along said centre line of said Avenue C, One hundred feet to the place of beginning. Be said several distances and dimensions here or less, And also all the right, title and interest of the parties of the first part, in and to said Avenue C, said Smith Street, said Smith Street and said Avenue C, in front of, and adjoining said premises. TOGETHER with the appurtenances, and all the estate and rights of the parties of the first part in and to said premises. TO HAVE AND TO HOLD the above granted premises unto the said party of the first part, his heirs and assigns forever. AND the said Rollin H. Lynde of the first part, doth covenant that he has not done or suffered anything whereby the said premises have been incumbered in any way whatever. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written. Rollin H. Lynde (LS), Elizabeth B. Lynde (LS),  
STATE OF New York, County of New York, SS. On the 27th day of September in the year nineteen hundred and five, before me personally came Rollin H. Lynde and Elizabeth B. Lynde to me known and known to me to be the individuals described in and who executed the foregoing instrument and to me duly acknowledged that they executed the same. David Scott, Notary Public, Kings Co., filed in N. Y. Co. State of New York, County of New York, SS. I, THOMAS L. HAMILTON, Clerk of the County of New York and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That David Scott has filed in the Clerk's office of the County of New York, a certified copy of his appointment and qualifications as Notary Public for the County of Kings, with his autograph signature, and was at the time of taking the proof or acknowledgment of the annexed instrument, duly authorized to take the same. And further that I am well acquainted with the handwriting of such Notary, and believe that the said certificate of proof or acknowledgment to be genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 27 day of Sept. 1905. Thos. L. Hamilton, Clerk. [LS] 473,475

The land affected by this instrument lies in section 2, in block 471 on the land map of the County of Kings.

Recorded October 3rd, 1905, at 37 min. past 11 A. M.

Returned to Dykeman & Carr, Box 38, Reg. office.

THIS INDENTURE, made the Second day of October one thousand nine hundred and five, BETWEEN MARY A.

DB  
3015/309

John P.  
Carroll

Brooklyn  
Union  
Gas Co.

...part,  
...the Borough of Brooklyn, County of Kings, and ...  
...on the Easterly side of Smith Street, in the center line ...  
...was laid down on the map of the Estate of JORDAN OULSH, ...  
...five feet and one-half inch Southerly from the center ...  
...Street, with the Easterly side of Smith Street, and running ...  
...point Northerly along the Easterly side of Smith Street, to the ...  
...Centre line of Inquirer Street, which Street is now closed; thence ...  
...line of said Inquirer Street, now closed, Seventy-three feet, one and one-half inches, to ...  
...the line of land formerly belonging to Jacob Bergen; thence Southeasterly along ...  
...mentioned land, Thirty-four feet and nine inches to a point distant One hundred feet from ...  
...Smith Street; thence Southerly and parallel with Smith Street, Two hundred and twenty-seven ...  
...feet, eleven and one-half inches to a point in the centre line of said Lynch Street, distant ...  
...One hundred feet from Smith Street, thence Westerly along the centre line of said Lynch Street ...  
...and which Street is now closed, or was never opened, One hundred feet to the point or place ...  
...of BEGINNING. BE the distances and dimensions of Smith Street, Inquirer Street, land of Jacob ...  
...Bergen, and on the line back to the centre of Lynch Street, more or less. TOGETHER with ...  
...ALL the right, title and interest of the said party of the first part of, in and to said ...  
...Lynch Street, said Seventh Street, said Smith Street and said Inquirer Street, in front of and ...  
...adjoining said premises to the centre lines of said Streets. TOGETHER with the appurtenances ...  
...and all the Estate and rights of the party of the first part in and to said premises. TO HAVE ...  
...AND TO HOLD the above granted premises unto the said party of the second part, its successors ...  
...and assigns forever. AND the said party of the first part does covenant that he has not done ...  
...or suffered anything whereby the said premises have been incumbered in any way whatever. IN ...  
...WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day ...  
...and year first above written. JOHN P. CARROLL, [Signature], IN PRESENCE OF HENRY HIRSCHBERG, STATE ...  
...of New York, County of Kings, SS: On this 2nd day of October, in the year One thousand nine ...  
...hundred and five, before me personally came JOHN P. CARROLL, to me known and known to me to be ...  
...the individual described in and who executed the foregoing instrument, and he duly acknowledged ...  
...to me that he executed the same. HARRY HIRSCHBERG, Notary Public, Grange Co. Certificate ...  
...filed in Kings Co.

The LAND affected by this instrument lies in Section 2 in Blocks 471, 473 & 475 on the land ...  
map of the County of Kings. RECORDED June 27, 1907, at 70 Min. past 11 A. M. RETURN to ...  
Lybman & Kuhn, 177 Montague Street, Brooklyn, N.Y.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 5th day of November, nineteen hundred and sixty-nine  
BETWEEN

THE BROOKLYN UNION GAS COMPANY, a New York corporation  
having its office and principal place of business at 195  
Montague Street, Brooklyn, New York,

party of the first part, and

PETER GALASSO, INC., a New York corporation having its principal  
place of business at 57-57 47th Street, Maspeth, New  
York,

party of the second part.

WITNESSETH, that the party of the first part, in consideration of TEN and 00/100- - -

----- (\$10.00) dollars,

lawful money of the United States, and other valuable consideration, paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever.

PARCEL I

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 Easterly  
side of Smith Street and the Southerly side of 5th Street; running  
thence Easterly along the Southerly side of 5th Street 605 feet 8  
and 1/2 inches to the Easterly side of Hoyt Street extended;

thence Northerly along the Easterly side of said Hoyt Street 124  
feet 9 and 1/2 inches;

thence Easterly parallel with 5th Street 60 feet 4 inches;

thence Southerly at right angles to 5th Street 3 feet 2 inches to  
the center line of Coles Street as laid out on Map of Property  
belonging to the Estate of Jordan Doles, filed in the Office of  
the Register of Kings County as Map #123;

thence Easterly along said Center line of Coles Street, 297 feet  
4 and 1/2 inches to the Land formerly of Balchen, Secor and Camp;

thence Southerly along said last mentioned Land 23 feet 3 inches;

thence Southwesterly parallel with Bond Street 52 feet 11 inches  
to the Northerly side of Gowanus Canal;

thence Westerly along the Northerly side of Gowanus Canal, as it  
curves left on an arc whose radius is 700 feet 0 inches a distance  
of 724 feet 2 inches to a point;

thence continuing Southwesterly along said Gowanus Canal 175 feet  
3 inches to the Northerly side of Huntington Street (if extended);

thence Westerly along the Northerly side of Huntington Street 420  
feet to the Easterly side of Smith Street; and

thence Northerly along the Easterly side of Smith Street 746 feet  
4 and 1/2 inches to the point or place of BEGINNING.

REEL 375-1135

REAL ESTATE, NEW YORK  
STATE OF NEW YORK  
RECORDS  
68 650

REAL ESTATE, NEW YORK  
STATE OF NEW YORK  
RECORDS  
99 000

REC- 375-1136

PARCEL II

ALL that certain lot, 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 formed by the intersection of the westerly side of Hoyt Street and the northerly side of Fifth Street; running thence Northerly along the westerly side of Hoyt Street, 200 feet 9 inches to the southerly side of 4th Street; thence Westerly along the southerly side of 4th Street, 220 feet 5 inches; thence Southerly at right angles to said southerly side of 4th Street, 200 feet to the northerly side of 5th Street; thence Easterly along the northerly side of 5th Street, 238 feet 6 inches to the westerly side of Hoyt Street, the point or place of BEGINNING.

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**SUBJECT TO:**

1. Any covenants, restrictions and easements of record affecting such premises.
2. Any state of facts which an accurate survey would show.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

**IN PRESENCE OF:**

**THE BROOKLYN UNION GAS COMPANY**

By

*J. E. McArthur*

REC 375-1137

STATE OF NEW YORK, COUNTY OF

on

STATE OF NEW YORK, COUNTY OF

on

On the day of 19 , before me  
personally came

On the day of 19 , before me  
personally came

to me known to be the individual described in and who  
executed the foregoing instrument, and acknowledged that  
executed the same.

to me known to be the individual described in and who  
executed the foregoing instrument, and acknowledged that  
executed the same.

REK 375-1138

STATE OF NEW YORK, COUNTY OF KINGS

on

STATE OF NEW YORK, COUNTY OF

on

On the 5<sup>th</sup> day of November, 1969, before me  
personally came J. E. MacCann  
to me known, who, being by me duly sworn, did depose and  
say that he resides at No. 211 East 11th Street  
Brooklyn, New York;  
that he is the Secretary  
of THE BROOKLYN UNION GAS COMPANY

On the day of 19 , before me  
personally came  
the subscribing witness to the foregoing instrument, with  
whom I am personally acquainted, who, being by me duly  
sworn, did depose and say that he resides at No. \_\_\_\_\_;  
that he knows

the corporation described  
in and which executed the foregoing instrument; that he  
knows the seal of said corporation; that the seal affixed  
to said instrument is such corporate seal; that it was so  
affixed by order of the board of directors of said corpora-  
tion, and that he signed his name thereto by like order.

to be the individual  
described in and who executed the foregoing instrument;  
that he, said subscribing witness, was present and saw  
execute the same; and that he, said witness,  
at the same time subscribed his name as witness thereto.

*George D. Friedman*  
GEORGE D. FRIEDMAN, JR.  
Notary Public in and for the State of New York  
No. 000000000  
Qualified in Kings County  
Certificate filed in Kings County  
Commission Expires March 10, 1970

Bargain and Sale Deed  
WITHOUT COVENANT AGAINST GRANTOR'S ACTS  
TITLE No. 148-107/108

SECTION 2  
BLOCK 468 Lot 25 Block 471 Lot 1  
LOT

COUNTY OR TOWN Kings

THE BROOKLYN UNION GAS COMPANY

TO

PETER GALASSO, INC.

48749



Recorded At Request of The Title Guarantee Company  
RETURN BY MAIL TO:

POWSNER, KATZ & POWSNER & Co.  
66 COURT ST.  
BROOKLYN, N.Y.

Zip No. 11201

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

996061-60-ET-10  
1655-23  
REC. FEE 190967  
SST \$ 23.00  
RPT #

OFFICE OF CITY REGISTER  
Kings County  
RECORDED  
Witness by hand  
of official seal

*Victor*  
THE TITLE GUARANTEE COMPANY  
200 NASSAU STREET, BROOKLYN, N.Y. 11201

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT--THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

REC 375 MAR 11 51

BOX 462  
LOT 25

49

dollars.

**PARCEL 1**

thence Northerly along the Easterly side of Smith Street 746 feet  
4 and 1/2 inches to the point or place of BEGINNING.

**PARCEL II**

ALL that certain lot, 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 formed by the intersection of the westerly side of Hoyt Street and the northerly side of Fifth Street; running thence Northerly along the westerly side of Hoyt Street, 200 feet 9 inches to the southerly side of 4th Street;

thence Westerly along the southerly side of 4th Street, 220 feet 5 inches;

thence Southerly at right angles to said southerly side of 4th Street, 200 feet to the northerly side of 5th Street;

thence Easterly along the northerly side of 5th Street, 238 feet 6 inches to the westerly side of Hoyt Street, the point or place of **BEGINNING**.

375-1157

PARCEL 11

ALL that certain lot, 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 formed by the intersection of the westerly side of Hoyt Street and the northerly side of Fifth Street; running

thence Northerly along the westerly side of Hoyt Street, 200 feet 9 inches to the southerly side of 4th Street;

thence Westerly along the southerly side of 4th Street, 220 feet 5 inches;

thence Southerly at right angles to said southerly side of 4th Street, 200 feet to the northerly side of 5th Street;

thence Easterly along the northerly side of 5th Street, 238 feet 6 inches to the westerly side of Hoyt Street, the point or place of BEGINNING.

275-1157

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT to all covenants, restrictions, easements and encumbrances of record affecting such premises.

THIS CONVEYANCE is made in the regular course of business actually conducted by the party of the first part.

REC 37541158

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

PETER GALASSO, INC.

BY Peter Galasso  
PRESIDENT



STATE OF NEW YORK, COUNTY OF

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

REAL ESTATE STATE OF  
TRANSFER TAX NEW YORK

Dept. of  
Treas. & Finance  
NO 1971

375-1159

STATE OF NEW YORK, COUNTY OF KINGS,

STATE OF NEW YORK, COUNTY OF

On the 12th day of November, 1969, before me personally came **PETER GALASSO**, to me known, who, being by me duly sworn, did depose and say that he resides at **114 Post Drive (no street number), Kew-Forest, N.Y.**; that he is the **President** of **PETER GALASSO, INC.**

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

PHILIP SCHNEIDER  
Notary Public, State of New York  
No. 41-3532100  
Qualified in Queens County  
Commission Expires March 30, 1971

13/ Mortgage and Debt Word  
WITH COVENANT AGAINST GRANTOR'S A/LIS  
TITLE NO. 1487107/108

PETER GALASSO, INC.,

TO

PETER GALASSO.

SECTION 2  
BLOCK 468 Lot 85 and Lot 86  
COUNTY KINGS

Recorded At Office of the City Recorder  
RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE INSURANCE  
Distributed by  
**THE TITLE GUARANTEE COMPANY**  
IN NEW YORK

POWNER, KATZ & POWNER, ESQS.  
66 Court Street  
Brooklyn, New York Zip No. 11201

RECEIVED FOR USE OF RECORDING OFFICE

69-57-40

REC. FEE 1.90 66

CST 3 67-57-40

EPT 4 23473

OFFICE OF CITY RECORDER  
Kings County  
RECORDED  
Filing in hand  
and official seal

Victor M. Pinner

CITY RECORDER  
THE TITLE GUARANTEE COMPANY  
RECORDED 11/13/69 11:13 AM

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 13th day of March, nineteen hundred and seventy,  
BETWEEN PETER GALASSO, INC., a New York corporation having its  
principal place of business at 57-57 47th Street, Maspeth, Queens,  
New York,

party of the first part, and PETER GALASSO, residing at Guys Lane (no street  
number), Old Westbury, Long Island, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN AND 00/100 (\$10.00)

dollars,

lawful money of the United States, and other good and valuable consideration paid  
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever,

PARCEL I

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 Easterly  
side of Smith Street and the Southerly side of 5th Street; running

thence Easterly along the Southerly side of 5th Street 603 feet 8  
and 1/2 inches to the Easterly side of Hoyt Street extended;

thence Northerly along the Easterly side of said Hoyt Street 124  
feet 9 and 1/2 inches;

thence Easterly parallel with 5th Street 60 feet 4 inches;

thence Southerly at right angles to 5th Street 3 feet 2 inches to  
the center line of Coles Street as laid out on Map of Property  
belonging to the Estate of Jordan Doles, filed in the Office of  
the Register of Kings County as Map #123;

thence Easterly along said Center line of Coles Street, 297 feet  
4 and 1/2 inches to the Land formerly of Balchen, Secor and Camp;

thence Southerly along said last mentioned Land 23 feet 3 inches;

thence Southwesterly parallel with Bond Street 52 feet 11 inches  
to the Northerly side of Gowanus Canal;

thence Westerly along the Northerly side of Gowanus Canal, as it  
curves left on an arc whose radius is 700 feet 0 inches a distance  
of 724 feet 2 inches to a point;

thence continuing Southwesterly along said Gowanus Canal 175 feet  
3 inches to the Northerly side of Huntington Street (if extended);

thence Westerly along the Northerly side of Huntington Street 420  
feet to the Easterly side of Smith Street; and

thence Northerly along the Easterly side of Smith Street 746 feet  
4 and 1/2 inches to the point or place of BEGINNING.

RECORDED  
400ME  
786

71

42

468

25

Mc  
C...  
471

471

06471

601

PARCEL II:

REEL 400 PAGE 787

BL 468  
LOT 25

ALL that certain lot, 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 formed by the intersection of the westerly side of Hoyt Street and the northerly side of Fifth Street; running thence Northerly along the westerly side of Hoyt Street, 200 feet 9 inches to the southerly side of 4th Street; thence Westerly along the southerly side of 4th Street, 220 feet 5 inches; thence Southerly at right angles to said southerly side of 4th Street, 200 feet to the northerly side of 5th Street; thence Easterly along the northerly side of 5th Street, 238 feet 6 inches to the westerly side of Hoyt Street, the point or place of BEGINNING.

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**SUBJECT** to all covenants, restrictions, easements and encumbrances of record affecting such premises.

**THIS CONVEYANCE** is made in the regular course of business actually conducted by the party of the first part.

**THIS DEED** is intended to confirm the Deed previously executed by the same parties, dated the 12th day of November, 1969, and recorded in the Office of the Register of the City of New York, Kings County, in ~~Book~~ Reel 375 Page 1156 on 11/13/69.

REEL 400 PAGE 788

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

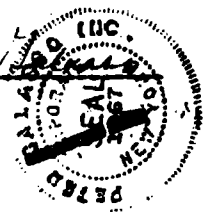
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

PETER GALASSO, INC.

By Eleanor H. K...  
Secretary



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

48

1970 MAR 19 AM 10.28

REC. 22

SST 9

RPT 11

N. Y. STATE  
TAX EXEMPT

5191

OFFICE OF CITY REGISTER  
Kings County  
RECORDED  
Witness my hand  
and official seal

*Victor M. Rivera*  
CITY REGISTER

TITLE No. 1483610

PETER GALASSO, INC.

NOT SUBJECT  
TO NYER TAX

TO

10149

PETER GALASSO.

**Bargain and Sale Deed**

WITHOUT COVENANT AGAINST GRANTOR'S ACTS

The land affected by the within instrument  
lies in Section 7 of Block 468 of the  
Block Map of the County of KINGS  
TAX LOT 25  
RECORDED AT REQUEST OF Block 468  
25  
POMMER, KATZ & POMMER, ESQS.  
66 Court Street, Suite 800  
Brooklyn, New York 11201

STANDARD FORM OF  
NEW YORK BOARD OF TITLE UNDERWRITERS  
Distributed by  
**THE TITLE GUARANTEE  
COMPANY**

INCORPORATED 1922 IN NEW YORK

STATE OF NEW YORK, COUNTY OF QUEENS,  
On the 13 day of March, 1970, before me  
personally came ELIZABETH JEAN GALASSO,  
to me known, who, being by me duly sworn, did depose and  
say that she resides at 10149 45th Lane (Old State  
number) Old Westbury, L.I., New York;  
that she is the SECRETARY  
of PETER GALASSO, INC.,  
the corporation described  
in and which executed the foregoing instrument; that  
he knows the seal of said corporation; that the seal affixed  
to said instrument is such corporate seal; that it was so  
affixed by order of the board of directors of said corpora-  
tion, and that she signed her name thereto by the order.

STATE OF NEW YORK, COUNTY OF  
On the day of 19, before me  
personally came  
the subscribing witness to the foregoing instrument, with  
whom I am personally acquainted, who, being by me duly  
sworn, did depose and say that he resides at No.  
that he knows  
to be the individual  
described in and who executed the foregoing instrument;  
that he, said subscribing witness, was present and saw  
execute the same; and that he, said witness,  
at the same time subscribed his name as witness thereto.

*Nusser*

KINGS  
COUNTY

REAL ESTATE STATE OF  
TRANSFER TAX NEW YORK  
\$0.00  
\$0.00

STATE OF NEW YORK, COUNTY OF  
On the day of 19, before me  
personally came  
to me known to be the individual described in and who  
executed the foregoing instrument, and acknowledged that  
executed the same.

STATE OF NEW YORK, COUNTY OF  
On the day of 19, before me  
personally came  
to me known to be the individual described in and who  
executed the foregoing instrument, and acknowledged that  
executed the same.

REEL 400 ME 789

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT. THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 23rd day of February nineteen hundred and seventy-three  
BETWEEN PETER GALASSO, residing at 79 Westley Road, Old Westbury,  
Long Island, New York,

PETER GALASSO, INC., a New York corporation having  
its principal place of business at 57-57 47th Street, Maspeth,  
Queens, New York,

parties of the second part,

WITNESSETH, that the party of the first part, in consideration of **TEN AND 00/100 (\$10.00)**

dollars,

lawful money of the United States, and other good and valuable consideration paid  
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever,

**PARCEL 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 easterly  
side of Smith Street and the southerly side of 5th Street; running  
thence easterly along the southerly side of 5th Street 605 feet  
8 1/4 inches to the easterly side of Hoyt Street extended; thence  
northerly along the easterly side of said Hoyt Street 124 feet 9 1/4  
inches; thence easterly parallel with 5th Street 60 feet 4 inches;  
thence southerly at right angles to 5th Street 3 feet 2 inches to  
the center line of Coles Street as laid out on Map of property  
belonging to the Estate of Jordan Coles, filed in the Office of the  
Register of Kings County as Map No. 123; thence easterly along  
said center line of Coles Street 297 feet 4 1/4 inches to the land  
formerly of Balchen, Secor and Camp; thence southerly along said  
last mentioned land 23 feet 3 inches; thence southeasterly parallel  
with Bond Street 52 feet 11 inches to the northerly side of Gowanus  
Canal; thence westerly along the northerly side of Gowanus Canal,  
as it curves left on an arc whose radius is 700 feet 0 inches a  
distance of 523 feet 4-3/4 inches to a point; thence westerly at  
right angles to Smith Street 340 feet 11 inches to the westerly  
side of Smith Street; thence northerly along the westerly side of  
Smith Street 393 feet 1 inch to the point or place of **BEGINNING**.

**PARCEL 2**

ALL that certain lot, 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 formed by the intersection of the westerly side  
of Hoyt Street and the northerly side of 5th Street; running thence  
northerly along the westerly side of Hoyt Street, 200 feet 9 inches  
to the southerly side of 4th Street; thence westerly along the  
southerly side of 4th Street, 220 feet 5 inches; thence southerly  
at right angles to said southerly side of 4th Street 200 feet to  
the northerly side of 5th Street; thence easterly along the  
northerly side of 5th Street, 238 feet 6 inches to the westerly  
side of Hoyt Street, the point or place of **Beginning**.

**SUBJECT TO ALL ENCUMBRANCES OF RECORD.**

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

RECORDED  
617 MAR 1 1935

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Peter Galasso  
Peter Galasso



No  
Consideration  
600

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT. THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 23rd day of February, nineteen hundred and seventy-three,  
BETWEEN PETER GALASSO, INC., a New York corporation having its  
principal place of business at 57-57 47th Street, Maspeth, Queens,  
New York,

468  
25

PETER GALASSO, residing at 79 Wheatley Road,  
Old Westbury, New York,

471  
1

WITNESSETH, that the party of the first part, for and in consideration of **TEN AND 00/100 (\$10.00)**

lawful money of the United States, and other good and valuable consideration paid,  
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever,

PARCEL 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 easterly  
side of Smith Street and the southerly side of 5th Street; running  
thence easterly along the southerly side of 5th Street 605 feet  
8 1/2 inches to the easterly side of Hoyt Street extended; thence  
northerly along the easterly side of said Hoyt Street 124 feet 9 1/2  
inches; thence easterly parallel with 5th Street 60 feet 4 inches;  
thence southerly at right angles to 5th Street 3 feet 2 inches to  
the center line of Coles Street as laid out on Map of property  
belonging to the Estate of Jordan Coles, filed in the Office of the  
Register of Kings County as Map No. 123; thence easterly along  
said center line of Coles Street 297 feet 4 1/2 inches to the land  
formerly of Balchan, Secor and Camp; thence southerly along said  
last mentioned land 23 feet 3 inches; thence southeasterly parallel  
with Bond Street 52 feet 11 inches to the northerly side of Gowanus  
Canal; thence westerly along the northerly side of Gowanus Canal,  
as it curves left on an arc whose radius is 700 feet 0 inches a  
distance of 523 feet 4-3/4 inches to a point; thence westerly at  
right angles to Smith Street 540 feet 11 inches to the westerly  
side of Smith Street; thence northerly along the westerly side of  
Smith Street 393 feet 1 inches to the point or place of **BEGINNING**.

PARCEL 2

ALL that certain lot, 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 formed by the intersection of the westerly side  
of Hoyt Street and the northerly side of 5th Street; running thence  
northerly along the westerly side of Hoyt Street, 200 feet 9 inches  
to the southerly side of 4th Street; thence westerly along the  
southerly side of 4th Street, 220 feet 5 inches; thence southerly  
at right angles to said southerly side of 4th Street 200 feet to  
the northerly side of 5th Street; thence easterly along the  
northerly side of 5th Street, 238 feet 6 inches to the westerly  
side of Hoyt Street, the point or place of Beginning.

SUBJECT TO ALL ENCUMBRANCES OF RECORD.

This conveyance is made in the regular course of business actually  
conducted by the party of the first part.

9F6 129 631

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

REEL 621 MC 347

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

**PETER GALASSO, INC.**

By Peter Galasso  
President

STATE OF NEW YORK, COUNTY OF

SS: STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 before me personally came

On the day of 19 before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same

STATE OF NEW YORK, COUNTY OF NEW YORK,

SS: STATE OF NEW YORK, COUNTY OF

SS:

On the 23rd day of February, 1973, before me personally came **PETER GALASSO**, to me known, who, being by me duly sworn, did depose and say that he resides at No. 79 Westley Road, Old Westbury, New York that he is the President of **PETER GALASSO, INC.**,

On the day of 19 before me personally came

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

*Amic*  
was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

*Paul D. Powsner*

PAUL D. POWSNER  
BROOKLYN, N.Y.  
JAN 10 1973  
COUNTY OF NEW YORK

### Bargain and Sale Deed

WITH COVENANT AGAINST GRANTORS' HEIR

FILE NO. 4-554-23

PETER GALASSO, INC.

TO

PETER GALASSO.

SECTION 2

BLOCK 471 - Lot 1 and Blocks

NO. 468 - Lot 25

COUNTY NASSAU KINGS.

Recorded at Request of  
CHICAGO TITLE INSURANCE COMPANY  
Home Title Division  
Return by Mail to

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

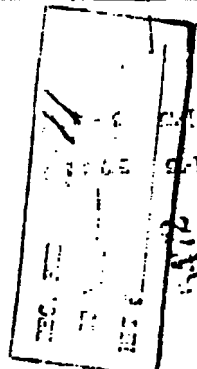
Distributed by  
**CHICAGO TITLE  
INSURANCE COMPANY  
HOME TITLE DIVISION**

PAUL D. POWSNER, ESQ.

120 West Park Avenue

Long Beach, N.Y. Zip No. 11561

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE



OFFICE OF THE CLERK  
COUNTY OF NASSAU  
KINGS  
RECEIVED  
JAN 10 1973  
RECORDS

*Victor M. Powsner*  
CITY RECORDER

471

55. 11

**003-1219**

24

..... dollars.

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 Southwesterly side of 5th Street, distant 340 feet 2-1/2 inches southeasterly from the corner formed by the intersection of the Southwesterly side of 5th Street with the Southeasterly side of Smith Street; running thence Southwesterly forming an interior angle of 102 degrees 16 minutes and 03 seconds with the Southerly side of 5th Street 278 feet 3-5/8 inches; thence westerly at right angles to the preceding course 227 feet 10-1/2 inches to the southeasterly side of Smith Street; thence northerly along the southeasterly side of Smith Street 393 feet 1 inch to the southwesterly side of 5th Street; thence Southwesterly along the Southwesterly side of 5th Street 340 feet 2-1/2 inches to the point or place of BEGINNING.

**PARCEL 2**

ALL that certain lot, 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 formed by the intersection of the westerly side of Hoyt Street and the northerly side of 3rd Street; running thence northerly along the westerly side of Hoyt Street, 200 feet 9 inches to the southerly side of 4th Street; thence westerly along

150

the southerly side of 4th Street, 220 feet 5 inches; thence southerly at right angles to said southerly side of 4th Street 200 feet to the northerly side of 5th Street; thence easterly along the northerly side of 5th Street, 236 feet 6 inches to the westerly side of Hoyt Street, the point or place of BEGINNING.

REEL 663-1220

As a part of the consideration herein expressed, the party of the second part has executed and delivered to the party of the first part a Purchase Money Mortgage in the amount of \$250,000.00 and interest, bearing even date herewith, and intended to be recorded simultaneously herewith.

~~TOGETHER with and SUBJECT to the rights and burdens set forth in the Escrow Agreement between IRVIN GILBERT and ROSE F. GILBERT, dated September 1, 1973.~~ (Pb)

021-1001-03

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

RECORDED  
668-1221

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this instrument so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:

  
PETER SALAS

STATE OF NEW YORK, COUNTY OF KINGS,

vs.

STATE OF NEW YORK, COUNTY OF

vs.

On the 2nd day of October, 1973, before me personally came PETER GALASSO,

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

*[Signature]*

PAUL D. POWNER  
Notary Public, State of New York  
My Comm. Expires March 30, 1975

STATE OF NEW YORK, COUNTY OF

vs.

STATE OF NEW YORK, COUNTY OF

vs.

On the day of 19, before me personally came  
to me known, who, being by me duly sworn, did depose and say that he resides at No.

On the day of 19, before me personally came  
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he is the  
of

that he knows

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed it same thereto by the order.

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed it same as witness thereto.

**Bargain and Sale Deed**  
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

1491597

PETER GALASSO,

TO

7 HORIZON CORP.

SECTION 2

BLOCK 471 LOT 1 and

SEE BLOCK 468 - LOT 25.

COUNTY OF KINGS.

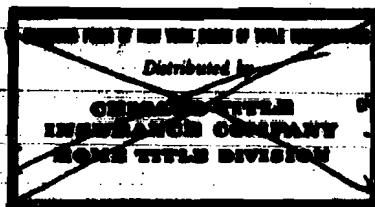
Recorded at Request of

~~XXXXXXXXXXXXXXXXXXXX~~

Return by Mail to

SIDNEY D. YOUNG, ESQ.  
LIFENBERG & YOUNG, ESQS.  
16 Court Street  
Brooklyn, New York

By No. 11261



OFFICE OF CITY REGISTER  
Kings County  
RECORDED  
Witness my hand  
and official seal

*[Signature]*

CITY REGISTER

THE GUARANTY COMPANY  
140 WALL STREET, BROOKLYN, N.Y.

REC. FILE  
SST & 511-26  
LOT # 13431  
NEW YORK

107807-3 244:30

107807-3 244:30

107807-3 244:30

107807-3 244:30

acknowledgment a Notary Public in and for the  
New York dwelling in the said County of Kings  
sworn and duly authorized to take the same  
that I am well acquainted with the hand of  
Notary and verily believe that the signature on  
certificate of proof or acknowledgment is  
testimony whereof I have hereto set my hand and  
the seal of the said Court and County the 12 day  
1899 Wm Schuer clerk

The land affected by this instrument lies in  
in block 393 on Land Map of the County of Kings

Recorded December 12, 1899 at 45 cents per line

LD 14 PS 367

U. S. D. R. S. } This Indenture made the eighth  
100 Hall and of December in the year eighteen hundred  
and ninety nine Between Henry J. Braker Commissioner  
of the Borough of Manhattan City of New York the  
William D. Faris and Harry B. Faris wife of  
William D. Faris both of the Borough of Brooklyn  
City of New York parties of the first part and the  
American Agricultural Chemical Company a corporate  
organized under the laws of the State of Connecticut  
party of the second part Witnesseth that the said party  
of the first part in consideration of One Dollar and  
other valuable considerations lawful money of the  
United States paid by the party of the second part  
do hereby grant and release unto the said party  
of the second part its successors and assigns forever  
all that certain plot piece or parcel of land  
situate lying and being in the Borough of Brooklyn  
of the City of New York County of Kings and State of  
New York bounded and described as follows to wit  
beginning at the corner formed by the intersection  
of the northerly side of Huntington street with the  
easterly side of Smith street running thence easterly  
along the northerly side of Huntington street four  
hundred and twenty feet to Gowanus Canal thence  
northerly along Gowanus Canal two hundred and thirty  
two feet six and one half inches to the centre  
line of Lynch street as the same is laid down on  
a certain map intitled Property belonging to the  
estate of Jordan Boles deceased situate in the City  
of Brooklyn survey June 1836 R. Name and filed  
in the office of the Register of the County of Kings

in April 1837 thence westerly along said centre line of  
Lynch street four hundred and seventy five feet nine  
inches to the Easterly side of Smith street and thence  
southerly along the Easterly side of Smith street two  
hundred and twenty five feet six and one quarter  
inches to the corner the point or place of beginning  
Also all the right title and interest of the parties  
of the first part of in and to Smith and Hunt-  
ington streets lying in front of and adjoining said  
premises to the centre lines thereof respectively together  
with the all the right title and interest of the  
parties of the first part of in and to Governor Canal  
and the land under the waters thereof lying in front  
of and adjacent to said premises Being the same prem-  
ises conveyed by Eugene R. Durkee and wife to Conrad  
Brooker Junior by deed dated September 15 1885 and  
recorded in the Office of the Register of Long County  
on September 18th 1867 in Liber 1626 of Conveyances  
page 550 together with the unwritten and all the  
estate and rights of the parties of the first part in  
and to said premises and to have and to hold the above  
granted premises unto the said parties of the second  
part its successors and assigns forever Subject however  
to the right of the said City of New York to open Seventh  
street through said property as laid down on the maps  
now on file and the said Henry J. Brooker and William  
J. Harris parties of the first part do covenant with the  
said parties of the second part as follows that that  
they two of the parties of the first part are seized of  
the said premises in fee simple and have good right  
to convey the same second that the parties of the second  
part shall quietly enjoy the said premises third that  
the said premises are free from all encumbrances ex-  
cept as aforesaid fourth that the parties of the first  
part will execute or procure any further necessary  
assurance of the title to said premises fifth that  
these two of the parties of the first part will by  
warrant the title to said premises In Witness Whereof  
of the said parties of the first part have hereunto  
set their hands and seals the day and year first  
above written Henry J. Brooker & William J. Harris  
Samuel Bell Harris &c in presence of State of New  
York County of New York on this ninth day of  
December in the year of Our Lord one thousand  
eight hundred and ninety nine before me the under-  
signed personally came and appeared Henry J. Brooker

known and known to me to be the same  
and who executed the foregoing instrument  
acknowledged to me that they executed the same  
Ezra Notary Public Kings Co. Dec 12 1844  
I R. D. 10 Lents 12.47 State of New York  
as I William Schaner clerk of the Court  
and also clerk of the Supreme Court  
the said being a Court of Record and  
that Martin P. Farin has filed in the  
of the County of New York a certified copy  
of the instrument as Notary Public for the County  
with his autograph signature and with  
of taking the proof or acknowledgment of the  
instrument duly authorized to take the same  
that I am well acquainted with the handwriting  
such Notary and verily believe that the signature  
the said certificate of proof or acknowledgment  
genuine In testimony whereof I have hereunto  
my hand and affixed the seal of the said County  
Subscribed the 11 day of Dec 1844 Wm Schaner clerk  
The land affected in this instrument lies in  
2 in blocks 473 and 475 on Land Map of the County  
of Kings

Recorded December 12, 1844 at 45 mins past 12

N. S. D. R. D. } This Indenture made the Tenth day  
P. M. in Dollow) July in the year Eighteen hundred  
and twenty nine Between Maria M. Byrne and John  
J. Byrne of the Borough of Brooklyn City of New  
York County of Kings State of New York for and  
the first part and Charles Combs and Charles  
Combs of the same place parties of the second  
part Witnesses that the said parties of the first  
part in consideration of the sum of Twenty three  
hundred (\$2300) Dollars lawful money of the United  
States paid by the parties of the second part  
to hereby grant and release unto the said parties  
of the second part their heirs and assigns forever  
All that certain lot piece or parcel of land sit-  
uate lying and being in the South West Borough  
of Brooklyn City of New York County of Kings State  
of New York bounded and described as follows to wit  
Beginning at a point in the westerly line of  
Smith street distant fifty nine (59) feet eight (8) in

of Kings, was on this day

the parties hereto, and the said

in and to the said

that he executed the said

of Kings, was on this day

by the said instrument filed in section 2 in the land

County of Kings, New York, on the 25th day of

1. Inc. Co. Blyn

3334/88

made the nineteenth day of December, in the

THE AMERICAN AGRICULTURAL CHEMICAL COMPANY, a corporation

under the laws of the State of Connecticut

which was company, with an office at No. 125 Nassau Street, in the Borough of

part of the second part. WHEREBY, that the said party of the first part,

consideration of one dollar (\$1.) and other valuable considerations

United States, paid by the party of the second part, does hereby grant, sell and release unto

the said party of the second part, its successors and assigns forever, that certain

lot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn of the

City of New York, County of Kings and State of New York, bounded and described as

follows, to wit: BEGINNING at the corner formed by the intersection of the northerly side

of Huntington Street with the easterly side of Smith Street; running thence easterly along

the northerly side of Huntington Street, four hundred and twenty feet to Gowanus Canal; thence

northerly along Gowanus Canal, two hundred and thirty two feet, six and one half inches to

the centre line of Lynch Street, as the same is laid down on a certain map entitled

"Tract belonging to the estate of Jordan Cole, deceased, situate in the City of Brooklyn

divided June 1836, N. Graves" and filed in the office of the Register of the County of

Kings in April, 1837; thence westerly, along said centre line of Lynch Street, four hundred

and seventy five feet, nine inches to the easterly side of Smith Street, and thence southerly

along the easterly side of Smith Street, two hundred and twenty five feet, six and one

quarter inches to the corner, the point or place of beginning. ALSO all the right, title

and interest of the party of the first part of, in and to Smith and Huntington Streets,

lying in front of and adjoining said premises to the centre lines thereof, respectively.

TO HAVE AND TO HOLD the above granted premises unto the said party of the first part of, in and to

Gowanus Canal, and the land under the waters thereof, lying in front of and adjacent to.

premises. BEING the same premises covered by deed recorded in the Register's Office

County, in Liber 14, page 347 of Conveyances in Section 2, Block 473 December 1836.

except the right of the City of New York to open Seventh Street. TO HAVE with the

premises and all the estate and rights of the party of the first part in and to said

TO HAVE AND TO HOLD the above granted premises unto the said party of the second

successors and assigns forever. AND the said THE AMERICAN AGRICULTURAL CHEMICAL

first part will execute or procure the further necessary documents  
promised. Fifth, That the parties to the first part have  
title to said premises. IN WITNESS WHEREOF, the said party of the first part  
these presents to be executed in its behalf by its Vice President, and  
to be affixed, attested by its Secretary. THE AMERICAN AGRICULTURAL CHEMICAL COMPANY  
Prescott, Vice President. Attest Horace Brooky, Secretary. (Corp. Seal)  
State of New York, County of New York, ss: On this 19th day of December, 1911, at  
thousand nine hundred and eleven, before me, personally appeared WM. F. SCHNEIDER, to me  
and known to me to be the Vice President of The American Agricultural Chemical Company, a  
within corporation, who being by me duly sworn deposes and says that he resides in the  
City of Cleveland, State of Ohio, that he is Vice President of The American Agricultural  
Chemical Company, the corporation described in and which executed the foregoing instrument  
that he knew the seal of said corporation, and that the seal affixed to said instrument  
was such corporate seal, and that it was affixed thereto by order of the Board of Directors  
of said corporation, and that he signed his name thereto by like order. FRANCIS A. HOOK,  
Notary Public, Registers No. 1290, Kings County. State of New York, County of New York, ss:  
I, William F. Schneider, Clerk of the County of New York, and also Clerk of the Supreme  
Court for the said County, the same being a Court of Record, do hereby certify, that Francis  
A. Hook, whose name is subscribed to the Certificate of the proof or acknowledgement of the  
annexed instrument, and thereon written, was, at the time of taking such proof or acknow-  
ledgement of the annexed instrument, and thereon written, was, at the time of taking such  
proof or acknowledgement, a Notary Public in and for the County of New York, dwelling in the  
said County, commissioned and sworn, and duly authorized to take the same. And further that  
I am well acquainted with the handwriting of such Notary, and verily believe that the  
signature to the said certificate of proof or acknowledgement is genuine. IN WITNESS WHEREOF,  
I have hereunto set my hand and affixed the seal of the said Court and County, the 22  
day of Dec., 1911. Wm. F. Schneider, Clerk (L.S.)

THE LAND AFFECTED by the within instrument lies in section 2 in block 471A and 475 on the  
land map of the County of Kings. Recorded Dec. 22, 1911 at 10 min. past 2 P. M. Returned  
to T. G. & T. Co., Bklyn.

*Wm. F. Schneider*

THIS INSTRUMENT, made the first day of December, in the year One thousand nine hundred and  
eleven, BETWEEN GEORGE L. MERRICK AND EMILIE J. MERRICK, his wife, of the City of Phila-  
delphia, County of Philadelphia and State of Pennsylvania, parties of the first part, and  
GASTAF BARILE, residing at No. 475 Sackett Street, Borough of Brooklyn, City of New York,  
County of Kings and State of New York, party of the second part; WITNESSETH, that the said

**The People of the State of New York, by the Grace of God,  
Free and Independent,**

**TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:**

Know ye, That, pursuant to subdivision 11 of Section 75 of the Public Lands Law and Findings of the Deputy Commissioner of General Services dated February 18, 1971, and in consideration of the sum of Seven Hundred Twenty-one Dollars and Eighty-eight Cents (\$721.88), lawful money of the United States of America paid by Peter Galasso, 57-57 47th Street, Maspeth, in the Borough and County of Queens, City and State of New York, we have given and granted and by these presents do give and grant unto the said PETER GALASSO, the owner of the land adjacent to the land hereinafter described, his grantees or successors in interest, the remaining right, title and interest of The People of the State of New York in and to:

All that piece or parcel of land, now or formerly under the waters of Gowanus Creek, in the County of Kings, City and State of New York, bounded and described as follows:

Beginning at the intersection of the northerly line of Huntington Street with the westerly line of a grant of land under water to Elizabeth R. Bowne, dated June 18, 1869, said point being south sixty-two degrees, forty-five minutes, zero seconds east, three hundred fourteen and eighty-six hundredths feet from the intersection of the northerly line of Huntington Street with the easterly line of Smith Street; thence along the westerly line of said grant north forty-six degrees, thirty minutes, zero seconds east, two hundred thirty-eight and eighty-seven hundredths feet to the division line between the aforesaid grant of lands under water to Elizabeth R. Bowne on the south and the lands of The People of the State of New York on the north; thence along said division line south sixty-two degrees, forty-five minutes, zero seconds east, eighty-two and twenty-five hundredths feet to the westerly line of Gowanus Canal as it was established by an Act of the Legislature of the State of New York, March 6, 1869; thence along said westerly line south forty-five degrees, thirty minutes, zero

643

58

seconds west, fifty-seven and twenty-nine hundredths feet, and south thirty-nine degrees, forty-five minutes, zero seconds west, one hundred seventy-five and twenty-five hundredths feet to the prolongation of the northerly line of Huntington Street; thence along said prolongation north sixty-two degrees, forty-five minutes, zero seconds west, one hundred five and fourteen hundredths feet to the point of beginning, containing twenty thousand, six hundred twenty-five square feet, more or less.

The entire area is completely filled in.

All bearings are referred to the True North.

EX-470-820

158-1071

IN WITNESS WHEREOF, our Deputy Commissioner of General Services has executed these letters patent in our name this 18th day of February, 1971

THE PEOPLE OF THE STATE OF NEW YORK

By Walter C. Shaw

Walter C. Shaw

DEPUTY COMMISSIONER OF GENERAL SERVICES

STATE OF NEW YORK

DEPARTMENT OF STATE } ss.:

I hereby certify that the Great Seal of the State of New York was hereto affixed on the 23rd day of

February, 1971

John J. Gibzi, Assistant Deputy Secretary of State

Witnessed as to form this 1st day of March, 1971

Attest this 1st day of February, 1971

ARTHUR LEVITT  
State Comptroller

By Arthur Levitt

LOUIS J. LEPKOWITZ  
Attorney General

By Edward R. Quinn

Assistant Attorney General

H.L.B.

60

1983570-  
8995

The People of the State of New York  
TO

PETER CALASSO

## LETTERS PATENT

STATE OF NEW YORK  
Department of State

March 2, 1971  
Recorded in Book of Patents

No. 81 at page 58

JOHN P. LORENZO  
Secretary of State

By Sara E. Horner

Mrs. Sara E. Horner, Principal Clerk  
Miscellaneous Records

FORM 620-12 12-68 620-1102

Sec. 2 Block 471 Lot  
Kings County TRM

STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES  
ALBANY, N. Y.

RE-RE MAIL TO

ROTH, BREMER & WALZER  
99 PARK AVE  
NEW YORK, N.Y.  
(A.A.H.)

10.00

LB

0.00

APR 15 1971

APR 15 1971

APR 15 1971

REC. FILE  
SST &  
RPT # 4642

SEAL OF CITY OF NEW YORK  
Kings County  
RECORDED  
Witness my hand  
and official seal

Victor M. Burke  
CITY CLERK

THE TITLE GUARANTEE COMPANY  
186 REMSEN STREET, BROOKLYN, N.Y. 11201  
SECT 15111001 8151

128 470 128

Deed  
JUL  
\$324

Standard N.Y. S. 1. 1. Form 500 (1-1-73) (M. Page) and take first look to insure against any and all deficiencies in regard to legal description.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

NY 536 1261

THIS INDENTURE, made the 26<sup>th</sup> day of January, nineteen hundred and seventy-two,  
BETWEEN TITEL GALASSO, of 57-57 47th Street, Maspeth, Queens, New York,

party of the first part, and ANTARENNI INDUSTRIES, INC., a domestic corporation  
having its principal place of business at 76 Rochester Avenue,  
Brooklyn, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration  
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs  
or successors and assigns of the party of the second part forever,

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 easterly side of Smith Street distant  
328 feet northerly from the corner formed by the intersection of the  
easterly side of Smith Street and the northerly side of Huntington  
Street; running thence easterly and parallel with the northerly side  
of Huntington Street 525 feet 5-1/2 inches to the northwesterly side  
of Gowanus Canal; thence northeasterly along the northwesterly side  
of Gowanus Canal on a curve to the right having a radius of 700 feet  
a distance of 29 feet 4-3/4 inches; thence westerly and parallel  
with the northerly side of Huntington Street 540 feet 11-1/4 inches  
to the easterly side of Smith Street; thence southerly along the  
easterly side of Smith Street 23 feet to the point or place of  
beginning.

TOGETHER with all right, title and interest, if any, of the party  
of the first part in and to the land now or formerly lying in the  
bed of or under waters of Gowanus Creek or under any creek, stream  
or waterway flowing through or adjacent to the premises, and in the  
bed of any street or road to the center line thereof, in front of  
the premises, and all right, title and interest, if any, of the  
party of the first part in and to any award to be made for damages  
by reason of change of grade of any street.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and  
roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances  
and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO  
HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of  
the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything  
whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of  
the first part will receive the consideration for this conveyance and will hold the right to receive such consid-  
eration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply  
the same first to the payment of the cost of the improvement before using any part of the total of the same for  
any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above  
written.

IN PRESENCE OF:

Peter Galasso  
Peter Galasso

Erroneous designation corrected to

Dec. 26, 1972 as 2/16/73  
J.P. C. 22

536 1261

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT--THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

REFL 536 FALI 1261

THIS INDENTURE, made the 26<sup>th</sup> day of January, nineteen hundred and seventy-two,  
BETWEEN PETER GALASSO, of 57-57 47th Street, Maspeth, Queens, New York,

party of the first part, and ANTARENNI INDUSTRIES, INC., a domestic corporation  
having its principal place of business at 76 Rochester Avenue,  
Brooklyn, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration  
paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs  
or successors and assigns of the party of the second part forever,

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 easterly side of Smith Street distant  
328 feet northerly from the corner formed by the intersection of the  
easterly side of Smith Street and the northerly side of Huntington  
Street; running thence easterly and parallel with the northerly side  
of Huntington Street 525 feet 5-1/2 inches to the northwesterly side  
of Gowanus Canal; thence northeasterly along the northwesterly side  
of Gowanus Canal on a curve to the right having a radius of 700 feet  
a distance of 29 feet 4-3/4 inches; thence westerly and parallel  
with the northerly side of Huntington Street 540 feet 11-1/4 inches  
to the easterly side of Smith Street; thence southerly along the  
easterly side of Smith Street 25 feet to the point or place of  
beginning.

TOGETHER with all right, title and interest, if any, of the party  
of the first part in and to the land now or formerly lying in the  
bed of or under waters of Gowanus Creek or under any creek, stream  
or waterway flowing through or adjacent to the premises, and in the  
bed of any street or road to the center line thereof, in front of  
the premises, and all right, title and interest, if any, of the  
party of the first part in and to any award to be made for damages  
by reason of change of grade of any street.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and  
roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances  
and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO  
HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of  
the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything  
whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of  
the first part will receive the consideration for this conveyance and will hold the right to receive such consid-  
eration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply  
the same first to the payment of the cost of the improvement before using any part of the total of the same for  
any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above  
written.

IN PRESENCE OF:

Peter Galasso  
Peter Galasso

200-1261

Deed  
Jan-  
73

471  
1  
LOT

STATE OF NEW YORK, COUNTY OF

On the day of \_\_\_\_\_ 19\_\_\_\_, the \_\_\_\_\_  
personality came \_\_\_\_\_

WILL 536-1262

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that executed the same

Notary Public for the State of New York

REAL ESTATE STATE OF  
TRANSFER TAX NEW YORK  
Dept of  
Taxes 730-672  
& Finance 73.70

Am 10

STATE OF NEW YORK, COUNTY OF

On the            day of            19            , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that            he resides at No.            .

that he knows

described in and who executed the foregoing instrument;  
that he, said subscribing witness, was present and saw  
execute the same; and that he, said witness,  
at the same time subscribed his name as witness thereto.

**Bargain and Sale Deed**  
WITH COVENANT AGAINST FUTURE ACTS  
TITLE NO. 1487447 135

10

**ANTALENNI INDUSTRIES, INC.**

SECTION 2  
BLOCK 471  
LOT 1  
COUNTY OF KINGS

Lot 200  
LES

Recording of Request of The Title Guaranty Company  
 ) RETURN BY MAIL TO

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS  
Distributed by  
**THE TITLE GUARANTEE COMPANY**

Edith Beale, Baltimore, Maryland  
 & Walter, Esq  
 99 Park Avenue  
 New York, N.Y.

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STATE OF NEW YORK, COUNTY OF QUEENS,

On the 26<sup>th</sup> day of January, 19 72, before me personally came PETER GALASSO,

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

EMANUEL KATZ  
Notary Public, State of New York  
No. 24173800  
Qualified in Queens County  
Commission Expires March 30, 1972

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

REEL 536 PAGE 1262

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

REAL ESTATE STATE OF  
TRANSFER TAX NEW YORK  
Dept. of Taxation FEB-472 = 73.70  
RECEIVED FEB 1972

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Mortgage and Sale Deed  
WITH COVENANT AGAINST FUTURE ACTS  
TITLE NO. 1487447 197

PETER GALASSO,

TO

ANTARENNI INDUSTRIES, INC.

SECTION 2  
BLOCK 471  
LOT 1  
COUNTY ORANGE KINGS

R.S. Sue Bok

2/3/72  
COC. VER. A

Recorded At Request of The Title Guarantee Company  
RETURN BY MAIL TO:



Roth, Boala, Faltman, Shalmon  
Hulger, Esq.  
99 Park Avenue  
New York, NY  
Zip No. 10016

REMOVES THIS SPACE FOR USE OF RECORDING OFFICE

1972 FEB 4 PM 10:53

17650

17649

REC. FEB 13 1972

SST A 7320

RPT 1

2313

OFFICE OF CITY REGISTER  
Kings County  
RECORDED

Witness my hand  
and official seal

Victor M. Liron

CITY REGISTER

THE TITLE GUARANTEE COMPANY  
186 NASSAU STREET, SECOND FLOOR, N.Y. 10038

TRUSTEE'S DEED

NEL 8362x 973

This indenture made as of the 17th day of March, 1976,  
between LEON C. MARCUS, of 60 East 56th Street, New York, New York,  
as Trustee in Bankruptcy of the estate of Antarenni Industries,  
Inc., a domestic corporation, party of the first part, and NEW  
YORK JOB DEVELOPMENT AUTHORITY, a public benefit corporation  
created under Article 8, Title 8 of the New York Public Authorities  
Law, having its principal office and place of business at 99  
Washington Avenue, Albany, New York, party of the second part.

W I T N E S S E T H :

That the party of the first part, in consideration of the  
sum of One Dollar (\$1.00) and other good and valuable consideration  
paid by the party of the second part, receipt whereof is hereby  
acknowledged,

DOES HEREBY GRANT, CONVEY, AND RELEASE unto the party of the  
second part, its successors and assigns forever

All that certain lot, 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 the corner formed by the intersection of the  
easterly side of Smith Street and the northerly line of  
Huntington Street, if extended running thence northerly  
along the easterly side of Smith Street 353 feet; thence  
easterly at right angles to the said easterly side of  
Smith Street 540 feet 11-1/4 inches to the westerly side  
of Gowanus Canal; thence southerly along the said westerly  
side of Gowanus Canal 375 feet 11-1/4 inches to the  
northerly line of Huntington Street, if extended, and  
thence westerly along the said northerly line of Huntington  
Street if extended 420 feet to the point or place of  
Beginning.

This conveyance is made by the party of the first part  
pursuant to the terms of an Order dated the 17th day of December  
1975 of the Hon. John J. Galgay, Bankruptcy Judge, in the United  
States District Court for the Southern District of New York,


"In the Matter of Antarenni Industries, Inc., Bankrupt", Bankruptcy No. 75 B 1168, excepting that it is made by the party of the first part and accepted by the party of the second part expressly subject to:

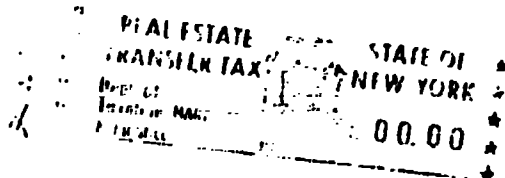
- (1) a certain mortgage made to Chemical Bank in the face amount of \$1,100,000, recorded May 19, 1971, in the Office of the City Register, Kings County, in Reel 482 of Mortgages at page 1957, and which said mortgage was assigned to the Mutual Life Insurance Company of New York as modified, spread and extended by an agreement recorded July 17, 1972, in said office, in Reel 569 at page 618, which mortgage has been assigned by Mutual Life Insurance Company of New York to the party of the second part and intended to be recorded in said Register's Office;
- (2) a certain other mortgage made to the party of the second part in the face amount of \$660,000 recorded August 24, 1972, in said Register's Office in Reel 577 at page 1409.

It is the intention of the parties and it is expressly stipulated and agreed that the lien of each of the said mortgages set forth at (1) and (2) above is to remain and is not to merge with the fee.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal as of the day and year first above written.

  
LEON C. MARCUS, Trustee in  
Bankruptcy of  
ANTARENNI INDUSTRIES,  
INC.



REC-836-974

STATE OF NEW YORK     )  
                              ) SS:  
COUNTY OF NEW YORK    )

REEL 836 PAGE 1975

On the 17th day of March, 1976, before me  
person came LEON C. MARCUS, to me known, who, being by me  
duly sworn, did depose and say that he resides at No. *United*  
*Hill Farm, Orient, L.I., N.Y.*; that he is the Trustee in Bankruptcy  
of Antarenni Industries, Inc., and as such Trustee is the party  
described in and which executed the foregoing instrument; that he  
was authorized to execute said instrument by Order dated December  
17, 1975, of the Hon. John J. Galgay, Bankruptcy Judge in the U.S.  
District Court for the Southern District of New York, "In the  
Matter of Antarenni Industries, Inc., Bankrupt", Bankruptcy No.  
75 B 1168, and that he signed his name thereto by like order.

*Cynthia Francesca Damrosch*  
Notary Public

CYNTHIA FRANCESCA DAMROSCH  
Notary Public, State of New York  
No. 24-4620504  
Qualified in Kings County  
Certificate filed in Kings County  
Commission Expires March 30, 1978

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1975 MAR 22 PM 12:44

LEON C. MARCUS, Trustee in Bankruptcy  
of Antarenni Industries, Inc.

-and-

NEW YORK JOB DEVELOPMENT AUTHORITY

TRUSTEE'S DEED

SECTION: 2  
BLOCK : 471  
LOT : 200  
COUNTY : Kings

REC. FEE

SST \$

NPT \$

4208

No

OFFICE OF CITY REGISTER  
Kings County  
RECORD  
Withhold 1/2 of  
and off

*Stanton*  
CITY REGISTER

BRESLER KALLMAN HACKMYER & WALZER  
80 PARK AVENUE, NEW YORK, N.Y. 10018

MTI 836-44 976

471  
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**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

**NOTE: FIRE LOSSER.** This form of contract contains no express provision as to risk of loss by fire or other casualty before delivery of the deed. Unless express provision is made, the provisions of Section 5-1311 of the General Obligations Law will apply. This section also places risk of loss upon purchaser if title or possession is transferred prior to closing.

925-1607

**THIS AGREEMENT**, made the 16th day of March, nineteen hundred and seventy-seven **BETWEEN** NEW YORK JOB DEVELOPMENT AUTHORITY, a public benefit corporation created under Article 8, Title 8 of the New York Public Authorities Law, having its principal office and place of business at 99 Washington Avenue, Albany, New York,

hereinafter described as the seller, and

**VITAMASTER INDUSTRIES, INC.**, a domestic corporation having its principal office and place of business at 164 Wallabout Street, Brooklyn, New York,

hereinafter described as the purchaser.

**WITNESSETH**, that the seller agrees to sell and convey, and the purchaser agrees to purchase, 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 and State of New York, bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the Easterly side of Smith Street and the Northerly line of Huntington Street, if extended running thence Northerly along the Easterly side of Smith Street 353 feet; thence Easterly at right angles to the said Easterly side of Smith Street 540 feet 11 1/4 inches to the Westerly side of Gowanus Canal; thence Southerly along the said Westerly side of Gowanus Canal 375 feet 11 1/4 inches to the Northerly line of Huntington Street, if extended, and thence Westerly along the said northerly line of Huntington Street if extended 420 feet to the point or place of **BEGINNING**, which property is one and the same as that shown and described on the survey of Louis Montrose dated June 13, 1972 Survey No. 30861, known on the City Tax map as Section 2, Block 471, Lot 200, County of Kings

**THIS IS AN INSTALLMENT PURCHASE CONTRACT.**

1. This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

2. The price is  
One Million Six Hundred Fifty Thousand (\$1,650,000.00)  
Fifty Thousand Dollars (\$50,000.00)

Dollars, payable as follows:  
Dollars,

on the signing of this contract, by check subject to collection, the receipt of which is hereby acknowledged;

in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided:

by taking title subject to a ~~first~~ mortgage now a lien on said premises in that amount, bearing interest at the  
~~rate of~~ ~~per cent per annum, the principal being due and payable~~

One Million Six Hundred Thousand (\$1,600,000.00)

Dollars,

by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a  
note secured by a purchase money mortgage on the above premises, in that amount, payable monthly,  
beginning 120 days after occupancy,

together with interest at the rate of  $6 \frac{1}{4}$  per cent  
per annum payable in a sum sufficient to amortize said \$1,600,000 by December, 1997  
but terminating and the balance due and outstanding plus interest payable by  
December 31, 1992. In the event that the monthly payments of principal and interest  
provided for herein are not paid within ten (10) days after said payments are due,  
after written notice the interest rate on the entire unpaid principal may, at the option  
of Lender, be increased to Ten percent (10%), increasing to that extent the total  
monthly payments of principal and interest hereinbefore provided until such payments  
are again made current.

3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title  
Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser,  
who shall also pay the mortgage recording tax and recording fees.

4. If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject  
and subordinate to the lien of the existing mortgage of \$ ~~any extensions~~  
thereof and to any mortgage or consolidated mortgage which may be placed on the premises in lieu thereof, and to any  
extensions thereof provided (a) that the interest rate thereof shall not be greater than ~~per cent per annum~~ and (b)  
that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage at  
the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money  
mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the  
holder thereof shall not affect the regular installments, if any, of principal payable thereunder and shall further  
provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agree-  
ment or agreements further to effectuate such subordination.

5. If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper  
certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount  
of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the  
fees for recording such certificate. Should the mortgage be a bank or other institution as defined in Section 274-a, Real  
Property Law, the mortgagee may, in lieu of the said certificate, furnish a letter signed by a duly authorized officer, or em-  
ployer, or agent, containing the information required to be set forth in said certificate. Seller represents that such mortgage  
will not be in default at or as a result of the delivery of the deed hereunder and that neither said mortgage, nor any modification  
thereof contains any provision to accelerate payment, or to change any of the other terms or provisions thereof by reason of the  
delivery of the deed hereunder.

6. Said premises are sold and are to be conveyed subject to:

a. Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by  
existing structures.

b. ~~Consents by the seller or any former owner of premises for the erection of any structure or structures on, under~~  
~~or above any street or streets on which said premises may abut.~~ ~~if any of record~~

c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

d. Any state of facts an accurate survey would show, providing same does not  
render title unmarketable.

e. An existing easement or easement to be granted as shown and delineated on plans  
of these premises. The Authority will attempt to obtain a letter from the  
City concerning its sewer easement under the premises wherein the City will  
acknowledge its willingness to restore the premises to its present condition in  
the event any damage is done thereto as a result of said easement.

7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Depart-  
ments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against  
or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of  
the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser  
with an authorization to make the necessary searches therefor.

8. All obligations affecting the premises incurred under the Emergency Repairs provisions of the Administrative Code of  
the City of New York (Sections 364-18.0, etc.) prior to the delivery of the deed shall be paid and discharged by the seller  
upon the delivery of the deed. This provision shall survive the delivery of the deed.

9. If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assess-  
ment or assessments which are or may become payable in annual installments, of which the first installment is then a charge  
or lien, or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including  
those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and  
to be lien upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed.  
purchaser

10. The following are to be apportioned:

(a) Rent and other collected. (b) Interest on mortgages. (c) Premiums on existing insurable insurance policies  
or removal of them existing prior to the closing. (d) Taxes and cover costs, if any, on the basis of the fiscal year for  
which assessed. (e) Water charges on the basis of the calendar year. (f) Fuel, if any.

Quest  
Clause 8 of  
the property  
is not in  
the City of  
New York.  
Clause 9 is  
usually  
included if  
the property  
is not in  
the City of  
New York.

923-1711

27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

A circular seal with the text "AMERICAN MASTER INDUSTRIAL UNION OF AMERICA" around the top edge and "LOCAL 1963 NEW YORK" around the bottom edge. In the center, it says "SEAL 1963".

**TRANSFER INDUSTRIES, INC.**

Wm. A. Kennedy Pres.

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY**

THIS INDENTURE, made the 27 day of December, nineteen hundred and eighty-four  
BETWEEN Allegheny International Exercise Co., a Delaware corporation with  
an address of and offices at Two Oliver Plaza, P. O. Box 456, Pittsburgh  
Pennsylvania 15230, successor in interest to VTN Corp. of Maryland, Inc.

party of the first part, and

IRVING GOLDSTEIN AND LEAH GOLDSTEIN,  
HIS WIFE, BOTH residing at 1420-55 ST  
BROOKLYN NY

party of the second part.

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

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 and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Smith Street with the northerly line of Huntington Street; RUNNING THENCE northerly along the easterly side of Smith Street, 353 feet; THENCE easterly at right angles to the said easterly side of Smith Street, 540 feet 11-1/4 inches to the westerly side of Gowanus Canal; THENCE southerly along the westerly side of Gowanus Canal, 200 feet 9-3/4 inches to a point; THENCE still southerly along the westerly side of Gowanus Canal, 175 feet 3 inches to the northerly side of Huntington Street; THENCE westerly along the northerly side of Huntington Street, 420 feet to the corner, the point or place of BEGINNING, party of the first part intending to convey to party of the second part the same premises conveyed by New York Job Development Authority to party of the first part by deed, dated December 27, 1984, also known as 455 Smith Street, Brooklyn, New York.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

And the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "parties" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above

**Allegheny International Exercise Co.**

by: Howard V. G.  
HCG: SA 1.

STATE OF NEW YORK, COUNTY OF

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

*State of New York*

COMMONWEALTH OF NEW YORK  
COUNTY OF ALLEGHENY

STATE OF NEW YORK, COUNTY OF

On the 27 day of December 19 84 before me personally came *HOWARD VOGAN* to me known, who, being by me duly sworn, did depose and say that he resides at No. 3 & 9 *FRANKLIN DR.* *ASTORIA* *ORE.* that he is the *ASST. SECY* of Allegheny International Exercise Co., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

PHILIP O'HARA  
Notary Public, State of New York  
No. 9702940-Qual. in Nassau Co.  
Term Expires March 30, 19 86

Morgan and Dale Mech  
With Covenant Against Grantor's Acts  
Title No. *811169*

SECTION  
BLOCK *471*  
LOT *200*  
COUNTY OR TOWN

Allegheny International Exercise Co.  
TO

RETURN BY MAIL TO:

Robert Groman  
Groman & Wolf, P.C.  
153 Jefferson Avenue  
Mineola, New York

Zip No. 11501

042016 157.770.00  
PAID 8-01 88-20-10  
042016 11.00  
PAID 8-01 88-20-10

RECORDED BY  
PHILIP O'HARA ASSOC., INC.  
140 RIVER STREET  
BROOKLYN, N.Y.

OFFICE OF CITY REGISTER  
Kings County  
111 Nassau Street  
New York, N.Y.

CITY REGISTER

JAN 02 1985  
RECEIVED  
KINGS COUNTY

REC. FILE *A12*  
EST. # *15770*  
EST. # *000050*

*Y21 142*

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 27 day of Dec, nineteen hundred and Eighty Four  
 BETWEEN NEW YORK JOB DEVELOPMENT AUTHORITY, a public benefit corporation  
 created under Article 8, Title 8 of the New York Public Authorities Law,  
 having an office and place of business at:  
 3 Park Avenue - 34th Floor  
 New York, New York 10016

party of the first part, and ALLEGHENY INTERNATIONAL EXERCISE CO., a Delaware  
 Corporation with an address at:

Two Oliver Plaza  
 P.O. Box 456  
 Pittsburgh, PA 15230

party of the second part,

WITNESSETH, that the party of the first part, in consideration of (\$10.00) TEN and 00/100

dollars,

lawful money of the United States, and other good and valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
 successors and assigns of the party of the second part forever,

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 and State of New York,  
 bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Easterly side of  
 Smith Street and the Northerly line of Huntington Street, if extended running  
 thence Northerly along the Easterly side of Smith Street 353 feet;  
 thence Easterly at right angles to the said Easterly side of Smith Street  
 540 feet 11 1/4 inches to the Westerly side of Gowanus Canal;  
 thence Southerly along the said Westerly side of Gowanus Canal 375 feet 11 1/4  
 inches to the Northerly line of Huntington Street, if extended, and  
 thence Westerly along the said northerly line of Huntington Street if extended  
 420 feet to the point or place of BEGINNING, known on the City Tax map as  
 Section 2, Block 471, Lot 200, County of Kings

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Peter A. Prandi

NEW YORK JOB DEVELOPMENT AUTHORITY

*Kenneth E. McLaughlin*  
Kenneth E. McLaughlin

Senior Vice President/General Counsel



REF: 1591 PAGE 1070

On the day of 19 , before me  
personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF SS:

On the                    day of                    19                    , before me personally came to me known, who, being by me duly sworn, did depose and say that                    he resides at No.                    ; that                    he is the                    of                    , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

RECORDED BY  
PHILIP CHARA ASSOC. INC.  
140 BROADWAY  
BROOKLYN, N. Y. 11201  
875-7506

SECTION 2  
BLOCK 471  
LOT 200  
COUNTY OR TOWN KINGS, BROOKLYN

LOC. VER. 2

**RETURN BY MAIL TO:**

HOWARD VOIGT, ESQ.  
ALLEGHENY INTERNATIONAL, INC.  
TWO OLIVER PLAZA  
P.O. BOX 456  
Pittsburgh, PA Zip No. 15230

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# 30450 -

REEL 4 236 M 05 36

REEL 4808

## Referee's Deed

**THIS DEED**, made this 28th day of January, 1998, by and between Daniel J. O'Donnell, Esq., Referee, duly appointed in the action hereinafter mentioned, grantor, and **Vichar, Inc.**, a New York Corporation with principal place of business at 10 W. 33<sup>rd</sup> Street, New York, New York, grantee:

**WITNESSETH**, that the grantor, the Referee appointed in an action between Vichar, Inc., plaintiff, and Irving Goldstein and Leah Goldstein, et al., defendants, <sup>\* see Rider A</sup> foreclosing mortgage(s) recorded in the Kings County Clerk's Office in Reel 1591, Page 1074, on the 22nd day of January, 1985; in Reel 1965, Page 2239, on the 4<sup>th</sup> day of February, 1987; said mortgages being consolidated and the consolidation being recorded, in Reel 1993, page 1158 on March 23, 1987, in pursuance of a Judgment entered at a Term, Part 4 of the Supreme Court of the State of New York, held in and for the County of Kings under Index Number 14790/96, on the 15<sup>th</sup> day of December, 1997, and in consideration of the sum of FOUR MILLION and no dollars (\$ 4,000,000.00), paid by the grantee, being the highest sum bid at the sale under such Judgment, does hereby grant and convey unto the grantee,

All that certain lot, 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 the corner formed by the intersection of the easterly side of Smith Street with the northerly side of Huntington Street:

Running thence northerly along the easterly side of Smith Street, 353 feet:

Thence easterly at right angles to the easterly side of Smith Street, 540 feet 11 1/4 inches to the westerly side of Gowanus Canal;

Thence southerly along the westerly side of Gowanus Canal, 200 feet 9 1/4 inches to a point:

Thence still southerly along the westerly side of Gowanus Canal 175 feet 3 inches to the northerly side of Huntington Street:

Thence westerly along the northerly side of Huntington Street 420 feet to the corner, the point or place of beginning.

BLOCK 471 LOT 200

TO HAVE AND TO HOLD the premises herein granted unto the grantee and assigns forever.

IN WITNESS WHEREOF, the grantor has hereunto set his hand and seal.

Daniel J. O'Donnell  
Daniel J. O'Donnell, Referee

RR 4236M0537

STATE OF NEW YORK

COUNTY OF KINGS

ss.:

On this 28th day of January, 1998, before me personally appeared Daniel J. O'Donnell, Referee, an attorney with offices at 2109 Broadway, New York, New York, to me known to be the same person described in and who executed the within instrument and acknowledged to me that he executed the same as Referee as aforesaid.

  
Notary Public

STUART J. MOSKOVITZ  
Notary Public, State of New York  
No. 31-4796883  
Qualified in New York County  
Expires March 30, 1999

REL 4236 P0538

Addresses of the Defendants

Irving Goldstein, 1420 55<sup>th</sup> Street, Brooklyn, NY

Leah Goldstein, 1420 55<sup>th</sup> Street, Brooklyn, NY

James J. McKeon, 50 21<sup>st</sup> Street, Brooklyn, NY

Amav Industries, Inc., 31 West 27<sup>th</sup> Street, New York, NY

Michael Mendelovic, 1660 52<sup>nd</sup> Street, Brooklyn, NY

As Mid-America, Inc., 3700 N.W. 12<sup>th</sup> Street, Lincoln, Nebraska

Prompt Apparel, Inc. and Prompt Services, Inc., 455 Smith Street, Brooklyn, NY

The City of New York having an address at 100 Church Street, New York, NY

New York State Department of Taxation and Finance, Building 9WA, Harriman Campus  
Albany, NY 12227

The People of the State of New York, Attorney General of the State of New York, 120  
Broadway, NY

The United States of America,

REL 4236 N0539

### Referee's Deed

---

TO VICHAR, INC.

DATED: January 28, 1998

Attorney's Name & Address:

Stuart J. Moskowitz, Esq.  
Stadtmauer Bailkin LLP  
850 Third Avenue  
New York, NY 10022

FIRST AMERICAN TITLE INSURANCE COMPANY

OF NEW YORK  
228 EAST 45TH STREET  
NEW YORK, NY 10017  
TEL: (212) 922-0700  
FAX: (212) 922-0880

CITY REGISTER RECORDING AND ENDORSEMENT PAGE

- KINGS COUNTY -

REEL 4236 PG 0540

(This page forms part of the instrument)

Block(s) 471  
Lot(s) 200  
459 Smith Street

Record & Return to: Stadtmauer Bailkin LLP, 850 Third Ave  
NY, NY 10022 Attn: Stuart Moskowitz  
Title/Agent Company name: First American  
Title Company number: REG 4808

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (s): P

Mtge Tax Serial No. \_\_\_\_\_  
Mtge Amount \$ \_\_\_\_\_  
Taxable Amount \$ \_\_\_\_\_

Exemption (✓) \_\_\_\_\_ YES ☐ NO ☐

Type: [33EE] [255] [OTHER \_\_\_\_\_]

Dwelling Type: [1 or 2] [3] [4 or 5] [OVER 5]

TAX RECEIVED ON ABOVE MORTGAGE ▼

County (basic) \$ \_\_\_\_\_  
City (Add'l) \$ \_\_\_\_\_  
Spec Add'l \$ \_\_\_\_\_  
TASF \$ \_\_\_\_\_  
MTA \$ \_\_\_\_\_  
NYCTA \$ \_\_\_\_\_  
TOTAL TAX \$ \_\_\_\_\_

Apportionment Mortgage (✓) YES ☐ NO ☐

Joy A. Bobrow, City Register

City Register Serial Number **043834**

Indexed By (s): D.S. Verified By (s): \_\_\_\_\_

Block(s) and Lot(s) verified by (✓):  
Address ☒ Tax Map ☐  
Extra Block(s) \_\_\_\_\_ Lot(s) \_\_\_\_\_

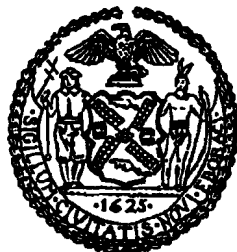
Recording Fee 1 \$ 42  
Affidavit Fee (C) \$ \_\_\_\_\_  
TP-584/582 Fee (Y) \$ \_\_\_\_\_  
RPTT Fee (R) \$ 95  
HPD-A ☐ HPD-C ☐

New York State Real Estate Transfer Tax ▼  
\$ 30,450

Serial Number **021083**

New York City Real Property Transfer Tax  
Serial Number **11565**

New York State Gains Tax  
Serial Number \_\_\_\_\_



RECORDED IN KINGS COUNTY  
OFFICE OF THE CITY REGISTER

1998 JUL -8 A 10:19

Witness My Hand and Official Seal

*Joy A. Bobrow*

City Register

CRGM69K.BPG 1/23

HNT:kp  
102273

Smith Street  
Brooklyn,  
New York

NO. 1 OF 6  
DUPLICATE ORIGINALS

REEL 684 PAGE 1440

MEMORANDUM OF LEASE

471  
SL 1  
MEMORANDUM OF LEASE, dated as of September 24, 1973 between  
7 Horizon Corp., a New York corporation having a mailing address  
at 4105 Church Avenue, Brooklyn, New York 11203 (hereinafter  
called "Landlord") and Supermarkets General Corporation, a  
Delaware corporation, having a mailing address at 301 Blair  
Road, Woodbridge, New Jersey 07095 (hereinafter called "Tenant").

W I T N E S S E T H :

1. Landlord and Tenant have entered into a certain lease  
(hereinafter called the "Lease") dated as of September 24, 1973,  
in respect of certain premises bounded and described in Exhibit  
"A" annexed hereto and made a part hereof together with all  
improvements now or hereafter erected thereon and any and all  
rights, easements or appurtenances thereto belonging.

2. The Lease sets forth the names and addresses of the  
parties thereto as hereinabove set forth.

3. The term of the Lease shall commence on the date ("Commence-  
ment Date") upon which is the earlier of (i) the date on  
which Tenant opens the Demised Premises to the public for  
business, or (ii) the date which is 60 days after the Delivery  
of Possession (as said term is defined in the Lease).

4. The term of the Lease is for a period of twenty-five  
(25) years from the day before the Commencement Date if the

Commencement Date is the first day of a month, or twenty-five (25) years from the last day of the month in which the Commencement Date occurs if the Commencement Date is not the first day of the month.

5. Tenant has six (6) successive options to renew the term of the Lease from the dates upon which it would otherwise expire for six (6) separate renewal periods of five (5) years each.

6. The Lease contains the following provision:

Right of  
First Refusal  
to Purchase

612. A. Upon condition that this Lease shall at the time be in full force and effect, Landlord shall not sell or contract to sell Landlord's estate in the Demised Premises to any person whatsoever other than the Tenant except upon the following conditions:

"(1) If the Landlord shall receive a bona fide offer for the purchase of Landlord's estate in the Demised Premises which the Landlord desires to accept, Landlord will notify Tenant in writing of such bona fide offer, setting forth the price, terms and conditions of said offer.

"(2) Landlord agrees that Tenant shall thereafter have the prior right to purchase Landlord's estate in the Demised Premises at the same price and upon the same terms and conditions as are contained in such offer except as herein otherwise set forth. Said right may be exercised at any time within thirty (30) days after Tenant's receipt of such written notice of said offer.

"(3) Tenant's aforementioned right may be exercised by mailing written notice of such exercise to Landlord; and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually received by Landlord.

"(4) Upon the exercise of Tenant's rights hereunder, Tenant shall have a period of thirty (30) days thereafter before being obliged to make payment or accept title to Landlord's estate in the Demised Premises unless by the terms and conditions of said offer a period of more than thirty (30) days is specified for the closing, in which event Tenant shall have such longer period.

"(5) If Tenant fails to exercise its said right to purchase, and for any reason Landlord shall not thereafter sell or convey the same to the party or parties making the offer which was communicated to Tenant, the foregoing conditioned prohibition \_\_\_\_\_ against Landlord's sale or other disposition of Landlord's estate in the Demised Premises shall continue in full force and effect and Tenant's said prior right of purchase shall apply with respect to any new offers received by Landlord, as provided in this Article.

"B. At the closing, Landlord shall deliver to Tenant a good and valid Bargain and Sale Deed, with Covenants against Grantor's Acts, with all revenue stamps or transfer taxes affixed and/or paid by Landlord, conveying a good and marketable title to the Demised Premises, free and clear of all liens and encumbrances except the

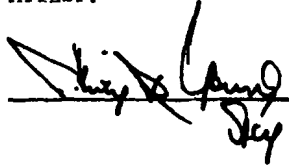
Permitted Encumbrances (and insurable as such by a reputable title company of Tenant's choice) against payment of the purchase price and/or such other other document(s) (such as an assignment of lease in the event Landlord's estate in the Demised Premises is a leasehold estate) as Tenant requires for the conveyance of Landlord's estate in the Demised Premises. If Landlord shall have failed to satisfy or remove any lien or encumbrance (other than the Permitted Encumbrances) at or prior to closing of title, Tenant shall have the right to cause the same to be satisfied or removed and to deduct the cost thereof from the purchase price, and/or may cause portions of the purchase price, sufficient for such satisfaction or removal to be held in escrow after the closing of title. Any balance remaining in said escrow after such satisfaction and removal shall be paid over to Landlord. However, if the Demised Premises shall be encumbered by any mortgage or mortgages (whether or not the same is a Permitted Encumbrance) Tenant shall have the right to elect to purchase Landlord's estate in the Demised Premises subject to such mortgage or mortgages, in which event Tenant shall receive a credit against the purchase price in an amount equal to the unpaid principal balance of such mortgage or mortgages at the time of the closing of title and any accrued or prepaid interest thereon shall be apportioned between the parties as of the closing date."

REEL 684 PAGE 1444

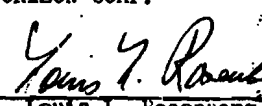
7. Nothing herein contained shall be deemed to amend, modify, alter or change any of the provisions in the Lease contained, and reference is hereby made to all of the terms, covenants and conditions in the Lease contained.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written for the purpose of providing an instrument for recording pursuant to Section 291-C of the real property law of the State of New York.

ATTEST:


  
Louis L. Rosenberg,  
President

7 HORIZON CORP.

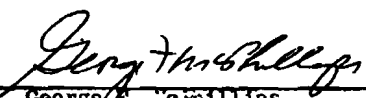
By   
Louis L. Rosenberg,  
President

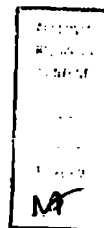


ATTEST:

  
Melvin E. Kendrick  
Assistant Secretary  
(SEAL)

SUPERMARKETS GENERAL CORPORATION

By   
George F. McPhillips,  
Vice President



REEL 684 PAGE 1445

STATE OF NEW YORK } ss:  
COUNTY OF KINGS }

On the 11<sup>th</sup> day of December, 1973, before me came  
Louis L. ROSENBERG, to me known, who, being by me duly sworn, did depose  
and say that he resides at 1520 Valasar Ave. Fl. No. 10, that he is  
President of 7 HORIZON CORP., the corporation  
described in and which executed the foregoing instrument as Landlord; that he knows the seal of said  
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by  
authority of the board of directors of said corporation; and that he signed his name thereto by like  
authority.

*[Signature]*  
Notary Public

SIDNEY D. YOUNG  
NOTARY PUBLIC, State of New York  
No. 30-4372328 Qual. in Kings Co.  
Comm. Expires March 30, 1976

STATE OF NEW YORK } ss:  
COUNTY OF NEW YORK }

On the 1<sup>st</sup> day of January, 1973, before me came  
George P. McPhillips, to me known, who, being by me duly sworn, did depose  
and say that he resides at 218 W. Monroe St., Midwood, N.Y., that he is a Vice  
President of Supermarkets General Corporation, the corporation described in and which executed the  
foregoing instrument as Tenant; that he knows the seal of said corporation; that the seal affixed to said  
instrument is such corporate seal; that it was so affixed by authority of the board of directors of said  
corporation; and that he signed his name thereto by like authority.

*[Signature]*  
Notary Public

EDWARD S. RADZELY  
NOTARY PUBLIC, State of New York  
No. 24-8478880 Qual. in Kings Co.  
Commission Expires March 30, 1975

EXHIBIT "A"

NEEL 084 PAGE 1446

Annexed to Memorandum of Lease dated  
as of September 24, 1973, between 7  
Horizon Corp., Landlord, and Supermarkets  
General Corporation, Tenant.  
Premises: Smith Street  
Brooklyn, New York

---

ALL that certain lot, 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 Southwesterly side of 5th Street, distant 540  
feet 2-1/2 inches Southeasterly from the corner formed by the intersection  
of the Southwesterly side of 5th Street with the Southeasterly side of  
Smith Street; running thence Southwesterly forming an interior angle of  
102 degrees 16 minutes and 05 seconds with the Southerly side of 5th  
Street 278 feet 3-5/8 inches; thence westerly at right angles to the  
preceding course 527 feet 10 1/8 inches to the southeasterly side of Smith  
Street; thence northerly along the southeasterly side of Smith Street  
393 feet 1 inch to the southwesterly side of 5th Street; thence South-  
easterly along the Southwesterly side of 5th Street 540 feet 2-1/2  
inches to the point or place of BEGINNING.

-1/2 PLEASE INITIAL	
Landlord	Y.R.
Tenant	S.M.

*VR*  
*PV*

1974 JUN 15 AM 10:20

1524

*1314*

*PROPERTY Instrument Extended*

7 HORIZON CORP.,  
Landlord

AND

SUPERMARKETS GENERAL CORPORATION,  
Tenant

*[Signature]*  
*W.A. VEM*

MEMORANDUM OF LEASE

Dated As Of: September 24, 1973

Premises: Smith Street,  
Brooklyn, New York

RECORD AND RETURN :

Melvin I. Menduck, Inc.  
Supermarkets General Corporation  
301 Blair Road  
Woodbridge, New Jersey 07095

*Se: 1*  
*84-47*  
*100*

CITY OF NEW YORK  
COUNTY OF KINGS  
RECORDED  
Witness my hand  
and official seal

*[Signature]*

CITY REGISTER

7471 684 1447

00000000

15-74

03340

15-74

1974 JAN 15 AM 10:20

CITY OF CITY REGISTER  
Kings County  
RECORDED  
Witness my hand  
and official seal

*Alexander J. Morris*  
CITY REGISTER

0841447

1524

*B*  
Primary Instrument Number

7 HORIZON CORP.

Lessor

AND

SUPERMARKETS GENERAL CORPORATION

Tenant

MEMORANDUM OF LEASE

Dated As Of: September 24, 1973

Premises: Smith Street,  
Brooklyn, New York

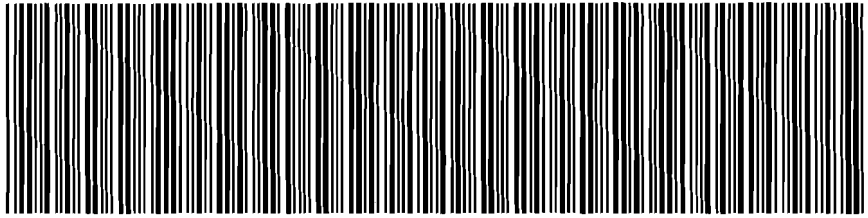
SIGNED AND RETURNED:

Walter S. Menduck, Esq.  
Supermarkets General Corporation  
41 Blair Road  
Woodbridge, New Jersey 07095

*JEH*  
*10/1/73*  
*JEH*

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

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2007101500899001001E9612

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 4**

**Document ID: 2007101500899001**

**Document Date: 08-20-2007**

**Preparation Date: 10-15-2007**

**Document Type: AGREEMENT**

**Document Page Count: 2**

**PRESENTER:**

STEWART TITLE INSURANCE COMPANY  
125 BAYLIS ROAD  
SUITE 201  
MELVILLE, NY 11747  
631-501-9615  
STK9727csty

**RETURN TO:**

STEWART TITLE  
125 BAYLIS ROAD  
SUITE 201  
MELVILLE, NY 11747

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	471	1	Entire Lot	N/A 4 STREET
<b>Property Type: OTHER</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or Document ID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**PARTY 1:**

THE BROOKLYN UNION GAS COMPANY  
ONE METROTECH CENTER  
BROOKLYN, NY 11201

**PARTY 2:**

NYS DEPT. OF ENVIRONMENTAL CONSERVATION  
47-20 21ST STREET  
LONG ISLAND CITY, NY 11101

x 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

Recording Fee: \$ 47.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 50.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE**

**OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 10-17-2007 15:20

City Register File No.(CRFN):

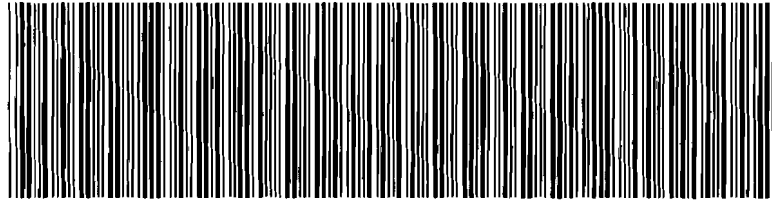
**2007000526264**



*Annette McMill*

**City Register Official Signature**

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



**2007101500899001001C9492**

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 4**

**Document ID: 2007101500899001**

**Document Date: 08-20-2007**

**Preparation Date: 10-15-2007**

**Document Type: AGREEMENT**

**PARTIES**

**PARTY 1:**

**D/B/A KEYSpan ENERGY DELIVERY NEW YORK  
ONE METROTECH CENTER  
BROOKLYN, NY 11201**

**NOTICE OF AGREEMENT**

This Notice (this "Notice") is made as of the 20<sup>th</sup> day of August, 2007, by The Brooklyn Union Gas Company d/b/a KeySpan Energy Delivery New York, with offices at One MetroTech Center, Brooklyn, New York 11201 (the "Respondent"), with responsibility at the property located on the west shore of the Gowanus Canal at the corner of Smith Street and 5<sup>th</sup> Street, having as its tax map identifier as Block 471, Lot 1, located in Brooklyn, County of Kings, State of New York (the "Property"); and

WHEREAS, the Respondent, by authorized signature, consented to the issuance of Department Order Index No. A2-0460-0502 (the "Order"), concerning the remediation of contamination present on the Property; and

WHEREAS, in return for the remediation of the Property pursuant to the Order to the satisfaction of the New York State Department of Environmental Conservation (the "Department"), the Department will provide the Respondent and Respondent's lessees and sub lessees and Respondent's successors and assigns, including their respective secured creditors, with a release, covenant not to sue, and forbearance from bringing any action, proceeding, or suite related to the Site's further investigation or remediation, subject to certain reservations set forth in the Order; and

WHEREAS, pursuant to the Order, the Respondent, agreed that it would give notice of the Order to all parties who may acquire any interest in the Property by filing this Notice with the Kings County Clerk; and

NOW, THEREFORE, The Respondent, for itself and for its successors and assigns, declares that:

1. This Notice of the Order is hereby given to all parties who may acquire any interest in the Property; and that
2. This Notice shall terminate upon the filing by the Respondent, or its successors and assigns, of a termination of notice of Order after having first received approval to do so from the Department.

IN WITNESS WHEREOF, the Respondent has executed this Notice of Order by its duly authorized representative.

The Brooklyn Union Gas Company d/b/a  
KeySpan Energy Delivery New York

Dated: 8-20-07

Ronald J. Macklin

By: Ronald J. Macklin

Its: Assistant Secretary

::ODMA\PCDOCS\DOCS\240557\16

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

On the 20<sup>th</sup> day of August in the year 2007, before me, the undersigned, personally appeared Ronald J. Macklin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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 signatures(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

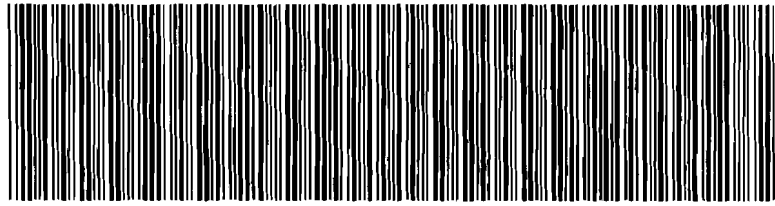
Mary C. Wessel  
Notary Signature

Notary Stamp & Expiration Date:

MARY C. WESSEL  
Notary Public, State of New York  
Qualified in Suffolk County  
No. 01WE4723569  
Commission Expires: 11/30/10

SEAL

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



**2007101500899001001S5893**

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2007101500899001**

**Document Date: 08-20-2007**

**Preparation Date: 10-15-2007**

**Document Type: AGREEMENT**

**SUPPORTING DOCUMENTS SUBMITTED:**

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING  
SMOKE DETECTOR AFFIDAVIT

**Page Count**

1

1

ST-K-9727esty

**AFFIDAVIT OF COMPLIANCE  
WITH SMOKE DETECTOR REQUIREMENT  
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York       )  
                                      ) SS.:  
County of                    )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

N/A 4 STREET

<u>Street Address</u>		<u>Unit/Apt.</u>	
<u>BROOKLYN</u>	<u>New York,</u>	<u>471</u>	<u>1</u>
<u>Borough</u>	<u>Block</u>	<u>Lot</u>	<u>(the "Premises");</u>

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

THE BROOKLYN UNION GAS COMPANY  
Name of Grantor (Type or Print)

Ronald J. Macklin  
Signature of Grantor

Mary C. Wesel  
Signature of Grantee

Sworn to before me  
this 11th date of October 19 2007

MARY C. WESSEL  
Notary Public, State of New York  
Qualified in Suffolk County  
No. 01WE4723569

Commission Expires: 11/30/10

S E A L

Name of Grantee (Type or Print)

Signature of Grantee

Sworn to before me  
this \_\_\_\_\_ date of \_\_\_\_\_ 19 \_\_\_\_\_

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**



The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

### Customer Registration Form for Water and Sewer Billing

#### Property and Owner Information:

- (1) Property receiving service is located in the Borough of **BROOKLYN**  
Block: **471** Lot: **1**
- (2) Account Number (if applicable):  
Meter Number (if available—include the letter):
- (3) Street Address of Property Receiving Service:  
Street **N/A 4 STREET** City **NY** State **NY** Zip **11231**
- (4) Full name, mailing address, home phone and business phone numbers of owner of property receiving service:  
(please provide information on owner ONLY; do NOT give information on property manager or tenant):  
Owner's Name Business: **NYS DEPT. OF ENVIRONMENTAL CONSERVATION**  
or Individual:  
(Last Name) (First Name) (MI)  
Street **47-20 21ST STREET** City **LONG ISLAND CITY** State **NY** Zip **11101**  
Home Phone(Numbers only): Business Phone(Numbers only):

#### Customer Billing Information:

##### PLEASE NOTE:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges.
- B. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City.
- C. Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges.
- (5) If you would like a duplicate copy of bills sent to another party, please check here ☐ and fill out the following information:  
Name of Party to Receive Duplicate Copies of Bills:
- (6) Mailing Address: Street City State Zip
- (7) Relationship to Owner (check one): Managing Agent ☐ Mortgagee ☐  
Tenant ☐ Other (please explain):

#### Owner's Approval

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

(8) E-mail:

(9) Name of Owner:

(10) Signature: \_\_\_\_\_

Name and Title of Person Signing for Owner, if applicable:

Date(mm/dd/yyyy):      /      /

ConocoPhillips Company ("CONOCOPHILLIPS"),  
RESPONSES TO  
NOVEMBER 5, 2009 EPA REQUEST FOR INFORMATION  
Gowanus Canal Superfund Site ("Site")  
Brooklyn, Kings County, New York

**ATTACHMENT B**



0 250 500 1,000 1,500 2,000 2,500 3,000 Feet

Aerial Photo Source: USDA- 2006

#### GOWANUS INDUSTRIES #1-25

1. United States of America
2. Ira Bushey & Sons/Amereda Hess Co.
3. American Can/Rio Tinto
4. Burns Brothers/Rapid American
5. Greason Son & Dazell Inc./Pittson Company/The Brink's Co.
6. Koppers Company Inc./Beazer Materials
7. New York Tarter, Standard Brands/Nabisco
8. Pure Oil/Unocal/ChevronTexaco
9. Standard Oil of New Jersey/ExxonMobil
10. Stauffer Chemical, Cheesbrough/Unilever Ltd.
11. Barrett Company, Allied Chemical & Dye/Honeywell
12. Texaco/ChevronTexaco
13. Debevoise Company/Seagrave Corporation.
14. Bayside Fuel Oil Corp./Bayside Fuel Oil Depot Corp.
15. Cirillo Brothers/Cibro Petroleum
16. Metropolitan Petroleum
17. American Agriculture Chemical Co./DuPont
18. American Nickel Alloy Mfg. Co./Algrun Metals & Minerals Corp.
19. Doehler Die Casting/NL Industries, Inc.
20. Atlantic Oil Works, American Oil Co./BP
21. State of New York
22. City of New York
23. Brooklyn Union Gas/National Grid
24. Woolsey Marine Industries, Inc.
25. Ferrara Brothers Building Materials Corp.

15	Cirillo Brothers	Centre/Smith	Circa 1940-1970	Fuel oil and coal storage	Benzene, toluene, xylene, phenol, methyl isobutyl ketone, methyl chloroform, ethylene dichloride, methylene chloride, methanol, creosote, lead, mercury, copper, and PAHs	Cirillo Brothers • 1944 - Incorporated • 1976 - changed name to Cibro Petroleum/Brooklyn, Inc.	Cibro Petroleum/Brooklyn, Inc. 1327 - 38 <sup>th</sup> Street Brooklyn, NY 11218
16	Metropolitan Petroleum	South side of 6 <sup>th</sup> St. Basin	Circa 1970-1990	Petroleum terminal	Benzene, toluene, xylene, phenol, methyl isobutyl ketone, zinc and lead compounds	Metropolitan Petroleum Company • 1965 - Pittston Chemicals, Inc. • 1980 - changed name to Pittston Petroleum, Inc. • 1980 - changed name to Metropolitan Petroleum, Inc. • 1989 - merged with Atlantic Fuels Marketing Corporation • 1989 - sold to Castle Coal & Oil Company • 1989 - name changed to Castle Oil Corporation	Castle Oil Corporation Michael M. Meadvin Senior Vice President, General Counsel, Corporate Secretary 500 Mamaroneck Avenue Harrison, NY 10528
17	American Agriculture Chemical Company	Huntington/Smith	Circa 1890-1915	Chemical fertilizer manufacturer	Metals including zinc, copper, lead, manganese, nickel, chromium, cadmium, and cobalt compounds. Nitrate compounds, ethylene glycol, methyl isobutyl ketone, methanol, formaldehyde, acids	American Agriculture Chemical Company • 1963 - acquired by Continental Oil Company • 1963 - name changed to Conoco, Inc. • 1981 - Conoco acquired by E.I. DuPont De Nemours Company	E.I. DuPont De Nemours and Company Thomas L. Sager Senior Vice President and General Counsel 1007 Market Street Wilmington, DE 19898
18	American Nickel Alloy Manufacturing Company	1 <sup>st</sup> St. Basin	Circa 1935-1945	Nickel alloy manufacturing	Metals including nickel, zinc, lead, and copper. Various chlorinated and organic solvents	American Nickel Alloy Manufacturing Company • 1933 - Anglo-American Metals & Ferro Alloy Corporation formed • 1941 - name changed to American Nickel Alloy Manufacturing Company • 1988 - name changed to Algrun Metals & Minerals Corporation	Algrun Metals & Minerals Corporation Ruth G. Sondheimer, CEO 30 Vesay Street New York, NY 10007
19	Doehler Die Casting	9 <sup>th</sup> and Huntington Street near Court Street.	1922-1933	Die casting and manufacture	Zinc, chromium, lead, copper, manganese, methanol, PAHs, sulfuric and other acids, phenol, xylene, and various chlorinated solvents	Doehler Die Casting • 1946 - merged with Jarvis Body Manufacturing and formed Doehler Jarvis Company • 1953 - National Lead acquired Doehler Jarvis • 1971 - changed name to NL Industries, Inc.	NL Industries, Inc. Robert Graham Vice President and General Counsel 5430 LBJ Freeway Suite 1700 Dallas, TX 75240-2697