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THIS INSTRUMENT, dated Sept. 21st, 1972, is a Declaration of Intent by THE COMMUNITY CHURCH (Second Congregational Unitarian Church) of the City of New York, hereafter referred to as "THE CHURCH", having its principal office at 40 East 35th Street, Borough of Manhattan, City of New York.

THE CHURCH is the owner of the following two (2) parcels, described as follows:-

1. "ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Park Avenue with the northerly side of East 34th Street; running thence northerly along the westerly side of Park Avenue 125 feet; then westerly parallel with the northerly side of 34th Street 80 feet; then southerly again parallel with the westerly side of Park Avenue 125 feet to the northerly line of 34th Street; thence easterly along the northerly side of 34th Street 80 feet to the corner at the point or place of beginning."

This property will hereafter be referred to as "10 PARK AVENUE." Title to the above property was acquired by THE

CHURCH, by deed dated August 16, 1937, which deed was recorded in September 29, 1937, in Liber 3990, at page 105, and by deed dated May 31, 1951, recorded January 31, 1952, in the Office of the Register of the City of New York, New York County, in Liber 4766, page 324 of conveyances.

2. "ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of East 35th Street, distant 63 feet westerly from the corner formed by the intersection of the southerly side of East 35th Street and the westerly side of Park Avenue; running thence SOUTHERLY, parallel with the westerly side of Park Avenue, 72 feet, 6 inches; thence WESTERLY, parallel with the northerly side of 34th Street, 17 feet; thence SOUTHWESTLY, parallel with the westerly side of Park Avenue, 30 feet; thence WESTERLY, parallel with the northerly side of 34th Street, 25 feet; thence NORTHWESTLY, parallel with Park Avenue, 3 feet 9 inches; thence WESTERLY, parallel with the northerly side of 34th Street, 50 feet; thence NORTHWESTLY, again parallel with the westerly side of Park Avenue, part of the way through a party wall, 98 feet, 9 inches to the southerly side of East 35th Street, and thence EASTERLY, along the southerly side of East 35th Street, 92 feet to the point or place of BEGINNING."

This property will hereafter be referred to as "35 ST. PROPERTY."

Title to the above property was acquired by deed dated August 18, 1937, and recorded in the Office of the Register of the City of New York, County of New York, on September 29, 1937, in liber 3970, page 105 of conveyances.

THE CHURCH, as owner in fee of the two parcels, does, by this indenture, grant the rights and easements herein-after described.

A. FOR THE BENEFIT OF THE 35 ST. PROPERTY.

1. The 35 ST. PROPERTY shall have the full and free right and authority to use the basement of the building located at and referred to as "10 PARK AVENUE", as a means of egress. The easement and means

Of egress shall consist of the right to enter the basement of 10 Park Avenue at the presently existing door near the northwest corner of the building, where the 10 PARK AVENUE building is adjacent to the rear yard of the 35 ST. building; then through the basement easterly to the place where said passageway turns southerly, then southerly to the point where said passageway turns westerly, then westerly and to the stairway leading up to Park Street, which is at the southwesterly part of the basement of 10 Park Avenue, New York.

2. The 35 ST. PROPERTY shall have the full and free right and authority to use a part of the southerly end of the basement of 10 PARK AVENUE (in what is presently called the steam room) to install and maintain a meter to measure the flow of steam supplied by the New York Steam Corp. (or successor or substitutes), and to have steam pipes attached to the present (or future) steam pipes bringing steam into 10 PARK AVENUE; which pipes may then run through the basement of 10 PARK AVENUE until they reach the 35 ST. PROPERTY. This right shall include the right to enter 10 PARK AVENUE at all reasonable times to inspect, maintain, repair and replace all meter and steam lines and appurtenances.

3. The 35 ST. PROPERTY shall have the right to maintain two signs on the north end of the street floor of the Park Avenue side of the building. Said signs are to be as presently constituted for the use of THE CHURCH and the Temple which presently uses the "House of Worship" in the 35 ST. PROPERTY.

4. At the present time, there is a storage area at the north end of the 10 PARK AVENUE building. The entrance to said area is on Park Avenue and is at the street level of the property and goes up a ramp to the second floor of the building. It is presently used for storage by 10 PARK AVENUE property and to the extent of 20% thereof is used by the 35 ST. PROPERTY for the storage of files, desks and similar items. The 35 ST. PROPERTY shall have the right to continue to use 20% of the floor area of such storage space but said use shall comply with all applicable laws, regulations and rules.

5. RIGHT OF ACCESS TO ROOF AND AIR CONDITIONING TOWER

THE 10 PARK AVENUE property shall have the full and entire right and authority to maintain on the roof of the 35 ST. PROPERTY and roof of the House of Worship, an air conditioning tower of 75-ton capacity, together with all its connections, appurtenances and all equipment needed and/or used in connection with its operation, and whenever necessary shall have the right to access for inspection, repair and replacement. Said tower may be used for air conditioning both properties to the extent presently used.

THE TERM OF THE EASEMENTS GRANTED HEREBIN AND THE CONDITIONS THEREOF ARE AS FOLLOWS:-

1. Easement A1 and A2, for the benefit of the 35 ST. PROPERTY shall remain in full force and effect so long as the 35 ST. PROPERTY shall be owned by "THE CHURCH" and be used as a House of Worship. The 35 ST. PROPERTY shall (1) not permit the easement right A1 to be used for any purpose except "means of egress" purposes, as required by law; (2) shall, at all times, at its expense, repair and maintain all machinery and equipment of

all kinds permitted under easement A2, and shall indemnify the 10 PARK AVENUE property of any and all claims and damages suffered by the 10 PARK AVENUE property as a result of the use of 10 PARK AVENUE property for said easement, and (3) shall not make any claims against 10 PARK AVENUE for loss or destruction of any of the property of the 35 ST. PROPERTY left or placed in 10 PARK AVENUE as a result of easement A4.

II. Easement rights A3 and A4 for the benefit of the 35 ST. PROPERTY shall terminate if title to the 10 PARK AVENUE property shall be transferred by "THE CHURCH", and thereafter the grantee enters into a lease for occupancy by a tenant for commercial purposes and which lease provides for the alteration of the storage space for such use.

III. (1) The Easement right B, for the benefit of 10 PARK AVENUE shall be in full force and effect to September 30, 1989, and thereafter so long as said building stands. In the event that the 35 ST. PROPERTY is demolished prior to September 30, 1989, then the 35 ST. PROPERTY shall, at its expense, provide another location for said tower, and shall, at its expense, reinstall said tower to its former operating condition.

(2) The 35 ST. PROPERTY shall have the right to move the location of the tower to another location on the roof of its property, but the work, labor and services and materials used to do so shall be at the sole expense of the 35 ST. PROPERTY.

(3) If the 35 ST. PROPERTY is to be demolished after September 30, 1989, it shall give at least three (3) months notice thereof to 10 PARK AVENUE, and 10 PARK AVENUE property shall relocate the tower to another location other than the 35 ST. PROPERTY, at its expense, but the tower and all its appurtenances shall become the property of the 10 PARK AVENUE property.

C. The cost of maintaining, repairing, or replacement of the tower, if damaged or destroyed, or if it fails to function, shall be borne as follows:- 62.9% by 10 PARK AVENUE, and 37.1% by the 35 ST. PROPERTY.

D. The amount of electric use is recorded on an electric meter of 10 PARK AVENUE, New York and 10 PARK AVENUE shall pay and continue to pay the cost of electricity for the use of Basement B to September 30, 1969, and thereafter, so long as said tower shall exist.

E. The use of water for the tower is and will be recorded on water meters of 10 PARK AVENUE, New York, and 10 PARK AVENUE shall pay and continue to pay the cost of the water and all related charges, so long as said tower shall exist.

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F. The 35 ST. PROPERTY shall pay to 10 PARK AVENUE the sum of \$300.00 to cover the cost of water used by the tower, as provided for in the preceding paragraph, and this sum, when paid, shall cover its share of the cost of water and electricity consumed by the tower.

5. This instrument supersedes instrument dated October 30th, 1939 between COMMURCH HOLDING CORPORATION and THE COMMUNITY CHURCH, and recorded November 11, 1939, in liber 4031, page 296, indexed against Block 864, Lots 35, 44 to 47.

IN WITNESS WHEREOF, THE COMMUNITY CHURCH (Second Congregational Unitarian Church) of the City of New York, has

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caused this Indenture to be executed by its duly authorized officer, the day and year first above-mentioned.

THE COMMUNITY CHURCH (Second Congrega-
tional Unitarian Church) of the City
of New York

BY: Cornelia M. Donaghy
Chairman of the Board

Ch

CITY, COUNTY & STATE OF NEW YORK

SS:

On the 17 day of Sept 1972, before me personally came CORNELIA M. DONAGHY, to me known, who, being by me duly sworn, did depose and say that he resides at No. 451 Convent Avenue, New York, N.Y.; that he is the Chairman of the Board of Trustees of THE COMMUNITY CHURCH (Second Congregational Unitarian Church) of the City of New York, the corporation described in the 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 Trustees of said corporation, and that he signed his name thereto by like order.

GEORGE POPKIN
Notary Public, State of New York
No. 81-8182808
Qualified in New York County
Commission Expires March 28, 1973

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DECLARATION OF EASEMENT

by

THE COMMUNITY CHURCH (Second
Congregational Unitarian
Church) OF THE CITY OF NEW
YORK

Section 3
Block 864
Lot 35, 47
County New York

Record and Return to:
George Popkin
Attorney-at-law
15 East 48 Street
New York, N.Y. 10017

GEORGE POPKIN
COUNSELLOR AT LAW
15 EAST 48TH STREET
NEW YORK, N.Y. 10017

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Victor M. Kivina
CITY CLERK