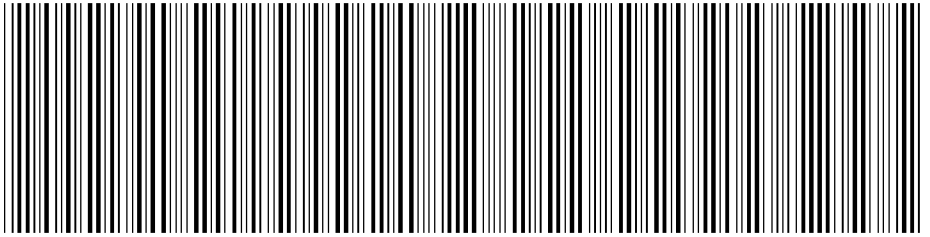


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2016051100673003001EC7CC

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 19

Document ID: 2016051100673003

Document Date: 05-09-2016

Preparation Date: 05-11-2016

Document Type: EASEMENT

Document Page Count: 17

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
3614-00090
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
VENABLE LLP
1270 AVENUE OF THE AMERICAS
NEW YORK, NY 10020

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	2529	40	Entire Lot	N/A 56TH DRIVE
Property Type: NON-RESIDENTIAL VACANT LAND Easement				

Borough	Block	Lot	Unit	Address
QUEENS	2529	42	Entire Lot	N/A 56TH DRIVE
Property Type: NON-RESIDENTIAL VACANT LAND Easement				

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

LHD VENTURES, LLC
C/O FREEPORT MCMORAN INC., 333 NORTH
CENTRAL AVE.
PHOENIX, AZ 85004

GRANTEE/BUYER:

PATRIOT (2010) LLC
C/O GALASSO TRUCKING INC., 2 GALASSO PLACE
MASPETH, NY 11378

☒ 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: \$ 134.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

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 05-18-2016 11:11

City Register File No.(CRFN):

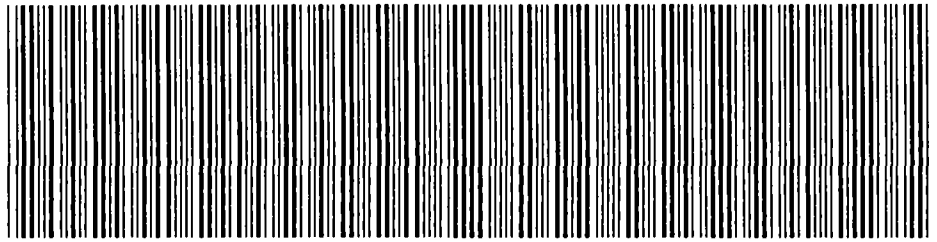
2016000170143



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2016051100673003001CC54C

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 19

Document ID: 2016051100673003

Document Date: 05-09-2016

Preparation Date: 05-11-2016

Document Type: EASEMENT

PROPERTY DATA

Borough	Block Lot	Unit	Address
QUEENS	2529 30 Entire Lot		N/A 56TH DRIVE
Property Type: NON-RESIDENTIAL VACANT LAND Easement			
Borough	Block Lot	Unit	Address
QUEENS	2529 60 Entire Lot		N/A 56TH DRIVE
Property Type: NON-RESIDENTIAL VACANT LAND Easement			
Borough	Block Lot	Unit	Address
QUEENS	2529 70 Entire Lot		N/A 56TH DRIVE
Property Type: NON-RESIDENTIAL VACANT LAND Easement			

PARTIES

GRANTOR/SELLER:

PDRC LAUREL HILL 9, LLC
C/O FREEPORT MCMORAN INC., 333 NORTH
CENTRAL AVE.
PHOENIX, AZ 85004

Record and Return to:

VENABLE LLP
1270 Avenue of the Americas
New York, New York 10020

County: Queens
Block: 2529
Lots: 40, 42, 30, 60 & 70

Address of Premises: 56th Drive, Queens New York, NY

EASEMENT MODIFICATION AGREEMENT

916 THIS EASEMENT MODIFICATION AGREEMENT (this "Agreement") is made as of this day of May, 2016, by and between (i) LHD VENTURES, LLC, a Delaware limited liability company, having an address c/o Freeport-McMoRan Inc., 333 North Central Avenue, Phoenix, AZ 85004-4415 ("LHD"), (ii) PDRC LAUREL HILL 9, LLC, a Delaware limited liability company, with offices c/o Freeport-McMoRan Inc., 333 North Central Avenue, Phoenix, AZ 85004 ("PDRC LH9"), (iii) PATRIOT (2010) LLC, a Delaware limited liability company, with offices c/o Galasso Trucking Inc., 2 Galasso Place, Maspeth, NY 11378 ("Patriot").

RECITALS

WHEREAS, Phelps Dodge Refining Corporation ("PDRC"), Patriot and Sagres 9, LLC ("Sagres") are party to that certain Driveway, Utility and Ground Water Treatment System Easement, dated as of August 25, 2014, recorded in the real property records of Queens County on September 12, 2014 at CRFN 2014000304103 (the "Existing Easement") affecting the following parcels of land each located in the Borough and County of Queens, City and State of New York, identified, respectively, as (i) Block 2529, Lot 40, as more particularly described on Exhibit 1 attached hereto ("Parcel 1C"); (ii) Block 2529, Lot 42, as more particularly described on Exhibit 2 attached hereto ("Lot 42"); (iii) Block 2529, Lot 30, as more particularly described on Exhibit 3 attached hereto ("Parcel 1B-1b"); (iv) Block 2529, Lot 60, as more particularly described on Exhibit 4 attached hereto ("Parcel 9"); and (v) Block 2529, Lot 70, as more particularly described on Exhibit 5 attached hereto ("Parcel 9A", and together with Parcel 1C, Lot 42, Parcel 1B-1b and Parcel 9, each a "Parcel" and collectively, the "Parcels");

WHEREAS, (i) LHD is the successor owner of Parcel 1C, having acquired fee title thereto from PDRC by Deed dated August 25, 2014, recorded on September 12, 2014 at CRFN 2014000304105; and (ii) PDRC LH9 is the successor owner of Parcel 9 and Parcel 9A by Deed dated August 26, 2014, recorded on September 12, 2014 in CRFN 2014000304110; and

WHEREAS, per the foregoing, presently the "Grantor" under the Existing Easement are LHD, PDRC LH9 and Patriot (collectively, "Grantor");

WHEREAS, the "Grantee" under the Existing Easement continues to be LHD and PDRC LH9 (collectively, "Grantee");

WHEREAS, Grantor and Grantee desire to modify and amend the Existing Easement, as provided herein.

NOW, THEREFORE, in consideration of ten (\$10) dollars in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Modifications. The Existing Easement is hereby modified and amended as follows:

(a) Exhibit F of the Existing Declaration is hereby modified to be Exhibit 6 attached to this Agreement; and

(b) Exhibit G of the Existing Declaration is hereby modified to be Exhibit 7 attached to this Agreement.

2. Miscellaneous.

(a) Amendments. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by all the parties hereto affected thereby or their respective successors in interest, as the case may be.

(b) Governing Law; Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

(c) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, taken together, shall constitute but one and the same instrument.

(e) Headings. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and should not be construed in interpreting this Agreement. Words of any gender used in this Agreement shall include any other gender and words in the singular shall include the plural, and vice versa, unless the context requires otherwise. The terms "include" and "including" when used in this Agreement shall each be construed as if followed by the phrase "without being limited to" or "without limitation". The words "herein," "hereof," "hereunder" and other similar compounds of the words "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. As used in this Agreement, the term "business day" shall be deemed to mean any day, other than a Saturday or Sunday, on which commercial banks in New York State are not required or authorized to be closed for business.

(f) Construction. This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto.

(g) Binding Effect; Run With Land. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and each of their respective successors and assigns.

(h) No Merger. There shall be no merger of this Agreement, or the estate or interest created by this Agreement, with any other estate or interest in the Parcels, or any part thereof, by reason of the fact that the same person, firm, partnership, limited liability company, corporation or other entity presently does, or may hereafter acquire or own or hold, directly or indirectly, (i) this Agreement or the estate created by this Agreement, or any interest in this Agreement or in any such easement estate, and (ii) any such other estate or interest in the Parcels or any part thereof; and no such merger shall occur unless and until all persons, firms, partnerships, limited liability companies, corporations or other entities having an interest (including a security interest) in (x) this Agreement or the estate created by this Agreement, and (y) any such other estate or interest in the Parcels, or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same. No conveyance, transfer or encumbrance by any of party hereto of its fee or other interest in any of the Parcels, shall be deemed to include any right or title to the interest created by this Agreement; to be effective, any conveyance, transfer or encumbrance of any interest created by this Agreement must be by written agreement by the subject party hereto expressly in its capacity as beneficiary hereunder and expressly relating to the interest created by this Agreement.

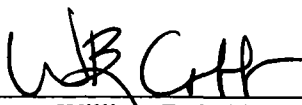
(i) Full Force and Effect. Except as expressly modified and amended herein, the Existing Easement remains unmodified and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantors and Grantees have caused this Agreement to be executed and delivered as of the date written above.

PDRC LH9:


PDRC LAUREL HILL 9, LLC,
a Delaware limited liability company

By: 
Name: William E. Cobb
Title: Vice President

LHD:

LHD VENTURES LLC,
a Delaware limited liability company

By: PDRC Laurel Hill Development, LLC,
a Delaware limited liability company,
its Managing Member

By: 
Name: William E. Cobb
Title: Vice President

PATRIOT:

PATRIOT (2010), LLC,
a Delaware limited liability company

By: _____
Name: Frank Galasso
Title: Authorized Person

IN WITNESS WHEREOF, Grantors and Grantees have caused this Agreement to be executed and delivered as of the date written above.

PDRC LH9:

PDRC LAUREL HILL 9, LLC,
a Delaware limited liability company

By: _____

Name: William E. Cobb
Title: Vice President

LHD:

LHD VENTURES LLC,
a Delaware limited liability company

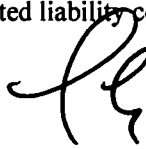
By: PDRC Laurel Hill Development, LLC,
a Delaware limited liability company,
its Managing Member

By: _____

Name: William E. Cobb
Title: Vice President

PATRIOT:

PATRIOT (2010), LLC,
a Delaware limited liability company




By: _____

Name: Frank Galasso
Title: Authorized Person

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.:

On the 2nd day of May in the year 2016, before me, the undersigned, personally appeared William E. Cobb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Phoenix, State of Arizona.


Notary Public

SEAL



STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.:

On the 2nd day of May in the year 2016, before me, the undersigned, personally appeared William E. Cobb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Phoenix, State of Arizona.


Notary Public



SEAL

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the ____ day of May in the year 2016, before me, the undersigned, personally appeared Frank Galasso, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.:

On the ____ day of May in the year 2016, before me, the undersigned, personally appeared William E. Cobb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Phoenix, State of Arizona.

Notary Public

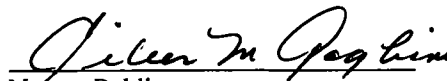
STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.:

On the ____ day of May in the year 2016, before me, the undersigned, personally appeared William E. Cobb, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Phoenix, State of Arizona.

Notary Public

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

On the 4th day of May in the year 2016, before me, the undersigned, personally appeared Frank Galasso, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



Notary Public

SEAL

[Notary Page to Easement Modification Agreement]

EILEEN M. GAGLIANO
Notary Public, State of New York
No. 01GA5038550
Qualified in Kings County
Commission Expires March 30, 20 19

Exhibit 1

Legal Description of Parcel 1C

ALL that certain, plot, piece or parcel of land situate, lying and being in the Borough and County of Queens, City and State of New York bounded and described as follows:

BEGINNING at a point on the southerly side of 57th Avenue the following two courses and distances from the corner formed by the intersection of the westerly side of 43rd Street (60 feet wide) with the southerly side of 57th Avenue (60 feet wide);

1. Easterly along the southerly side of 57th Avenue and along a curve to the right having a radius of 2807.62 feet an arc length of 543.99 feet, being subtended by a chord of North 85 degrees 57 minutes 54 seconds East a distances of 543.14 feet to a point of tangency;
2. Thence South 88 degrees 29 minutes 03 seconds East a distance of 175.35 feet to the point or place of BEGINNING.

THENCE South 00 degrees 00 minutes 00 seconds West a distance of 709.54 feet to a point;

THENCE South 62 degrees 02 minutes 57 seconds East a distance of 28.89 feet to a point; THENCE

South 74 degrees 51 minutes 26 seconds East a distance of 101.26 feet to a point; THENCE North 00

degrees 00 minutes 00 seconds West a distance of 34.53 feet to a point; THENCE North 90 degrees 00

minutes 00 seconds East a distance of 396.89 feet to a point; THENCE North 65 degrees 57 minutes

30 seconds East a distance of 265.88 feet to a point; THENCE North 13 degrees 18 minutes 10

seconds West a distance of 548.82 feet to a point;

THENCE North 76 degrees 41 minutes 50 seconds East a distance of 57.00 feet to the southwesterly side of 57th Avenue;

THENCE northwesterly along the southwesterly side of 57th Avenue and along a curve to the left having a radius of 447.12 feet and an arc length of 193.31 feet, being subtended by a chord of North 76 degrees 05 minutes 54 seconds West a distance of 191.81 feet to a point of tangency;

THENCE North 88 degrees 29 minutes 03 seconds West along the southerly side of 57th Avenue a distance of 506.14 feet to the point or place of BEGINNING.

Exhibit 2

Legal Description of Lot 42

ALL that certain, plot, piece or parcel of land situate, lying and being in the Borough and County of Queens, City and State of New York bounded and described as follows:

BEGINNING at a point on the southerly side of 57th Avenue the following two courses and distances from the corner formed by the intersection of the westerly side of 43rd Street (60 feet wide) with the southerly side of 57th Avenue (60 feet wide);

1. Easterly along the southerly side of 57th Avenue and along a curve to the right having a radius of 2807.62 feet an arc length of 543.99 feet, being subtended by a chord of North 85 degrees 57 minutes 54 seconds East a distances of 543.14 feet to a point of tangency;
2. Thence South 88 degrees 29 minutes 03 seconds East a distance of 157.34 feet to the point or place of BEGINNING.

THENCE South 00 degrees 00 minutes 00 seconds West a distance of 700.46 feet to a point;

THENCE South 62 degrees 02 minutes 57 seconds East a distance of 20.38 feet to a point;

THENCE North 00 degrees 00 minutes 00 seconds West a distance of 709.54 feet to the southerly side of 57th Avenue;

THENCE North 88 degrees 29 minutes 03 seconds West along the southerly side of 57th Avenue, a distance of 18.01 feet to the point or place of BEGINNING.

Exhibit 3

Legal Description of Parcel 1B-1b

ALL that certain, plot, piece or parcel of land situate, lying and being in the Borough and County of Queens, City and State of New York bounded and described as follows:

BEGINNING at a point on the southerly side of 57th Avenue and along a curve to the right having a radius of 2807.62 feet an arc length of 519.59 feet, being subtended by a chord of North 85 degrees 42 minutes 58 seconds East a distance of 518.85 feet, from the corner formed by the intersection of the westerly side of 43th Street (60 feet wide) with the southerly side of 57th Avenue (60 feet wide);

RUNNING THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 637.34 feet to a point;

RUNNING THENCE South 72 degrees 51 minutes 50 seconds East a distance of 67.50 feet to a point;

RUNNING THENCE South 67 degrees 55 minutes 56 seconds East a distance of 122.70 feet to a point;

RUNNING THENCE South 62 degrees 02 minutes 57 seconds East a distance of 3.92 feet to a point;

RUNNING THENCE North 00 degrees 00 minutes 00 seconds East a distance of 700.46 feet to the southerly side of 57th Avenue;

RUNNING THENCE North 88 degrees 29 minutes 03 seconds West along the southerly side of 57th Avenue a distance of 157.34 feet to a point of curvature;

RUNNING THENCE westerly along the southerly side of 57th Avenue, along a curve to the left having a radius of 2807.62 feet and an arc length of 24.40 feet, being subtended by a chord of North 88 degrees 44 minutes 00 seconds West a distance of 24.40 feet to the point or place of BEGINNING.

Exhibit 4

Legal Description of Parcel 9

ALL that certain, plot, piece or parcel of land situate, lying and being in the Borough of Queens, City and State of New York being known and designated as Lot 60 in Block 2529 as shown on the Tax Map of the City of New York, Borough of Queens, as same existed on 4/1/2010, being bounded and described as follows:

BEGINNING at a point on the southerly side of 57th Avenue, the following five (5) courses and distances from the corner formed by the intersection of the westerly side of 43rd Street with the southerly side of 57th Avenue;

1. Easterly along the southerly side of 57th Avenue and along a curve to the right having a radius of 2807.62 feet, an arc length of 543.99 feet; being subtended by a cord of North 85° 57' 54" East a distance of 543.14 feet to a point of tangency;
2. THENCE, North 88° 29' 03" West 154.34 feet;
3. THENCE, South 00° 00' 00" East 700.46 feet;
4. THENCE, South 62° 02' 57" East 49.27 feet;
5. THENCE, South 74° 51' 26" East 58.51 feet to the point or place of BEGINNING.

THENCE from said beginning point, South 74° 51' 26" East 42.75 feet;

THENCE, North 00° 00' 00" East 34.53 feet;

THENCE, North 90° 00' 00" East 396.89 feet;

THENCE, North 65° 57' 30" East 265.88 feet;

THENCE, North 62° 42' 00" East 32.45 feet;

THENCE, North 73° 06' 53" East 25.57 feet;

THENCE, South 13° 18' 10" East 58.88 feet to the Newtown Creek/Maspeth Creek;

THENCE, South 63° 38' 27" West 362.52 feet;

THENCE, South 78° 17' 33" West 105.95 feet;

THENCE, North 86° 14' 28" West 203.38 feet;

THENCE, North 75° 00' 58" West 120.13 feet;

THENCE, North 00° 00' 00" East 41.56 feet to the point or place of BEGINNING.

TOGETHER with Declaration of Easement recorded 9/30/04 in CRFN 2004000613063.

Exhibit 5

Legal Description of Parcel 9A

ALL that certain, plot, piece or parcel of land situate, lying and being in the Borough and County of Queens, City and State of New York bounded and described as follows:

BEGINNING at a point on the westerly side of 43rd Street (60 feet wide) distant 45.00 feet northerly from the corner formed by the intersection of the westerly side of 43rd Street with the southerly side of 57th Avenue (60 feet wide);

THENCE westerly, along a curve to the left having a radius of 2852.62 feet and an arc length of 196.57 feet, being subtended by a chord of South 78 degrees 26 minutes 44 seconds West, a distance of 196.53 feet to a point of tangency;

THENCE South 76 degrees 28 minutes 18 seconds West, a distant of 231.69 feet to a point;

THENCE South 05 degrees 16 minutes 15 seconds West, a distance of 138.50 feet to a point;

THENCE South 76 degrees 43 minutes 41 seconds East, a distance of 26.47 feet to a point;

THENCE South 67 degrees 47 minutes 40 seconds East, a distance of 183.38 feet to a point;

THENCE South 63 degrees 38 minutes 00 seconds East, a distance of 267.41 feet to a point;

THENCE South 59 degrees 02 minutes 24 seconds East, a distance of 34.90 feet to a point;

THENCE South 72 degrees 40 minutes 35 seconds East, a distance of 16.92 feet to a point;

THENCE South 69 degrees 30 minutes 10 seconds East, a distance of 90.49 feet to a point;

THENCE South 67 degrees 03 minutes 40 seconds East, a distance of 11.09 feet to a point of curvature;

THENCE easterly along a curve to the right having a radius of 40.00 feet and an arc length of 22.29 feet, being subtended by a chord of South 51 degrees 05 minutes 55 seconds East, a distance of 22.00 feet to a point of intersection;

THENCE South 71 degrees 11 minutes 57 seconds East, a distance of 42.95 feet to a point;

THENCE South 66 degrees 51 minutes 44 seconds East, a distance of 180.22 feet to a point;

THENCE South 67 degrees 43 minutes 24 seconds East, a distance of 127.60 feet to a point;

THENCE South 72 degrees 51 minutes 50 seconds East, a distance of 106.64 feet to a point;

THENCE South 67 degrees 55 minutes 56 seconds East, a distance of 122.70 feet to a point;

THENCE South 62 degrees 02 minutes 57 seconds East, a distance of 53.19 feet to a point;

THENCE South 74 degrees 51 minutes 26 seconds East, a distance of 58.51 feet to a point;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 41.56 feet to the United States Pierhead and Bulkhead line;

THENCE North 75 degrees 06 minutes 58 seconds West, along the United States Pierhead and Bulkhead Line a distance of 437.48 feet to a point;

THENCE North 63 degrees 40 minutes 39 seconds West, along the United States Pierhead and Bulkhead Line a distance of 224.78 feet to a point;

THENCE North 59 degrees 02 minutes 24 seconds West, along the United States Pierhead and Bulkhead Line a distance of 229.33 feet to a point;

THENCE North 63 degrees 38 minutes 00 seconds West, along the United States Pierhead and Bulkhead Line a distance of 264.35 feet to a point;

THENCE North 67 degrees 47 minutes 39 seconds West, along the United States Pierhead and Bulkhead Line a distance of 178.80 feet to a point;

THENCE North 76 degrees 43 minutes 41 seconds West, along the United States Pierhead and Bulkhead Line a distance of 32.87 feet to a point;

THENCE North 05 degrees 16 minutes 15 seconds East, a distance of 187.52 feet to southerly line of land now or formerly of the Long Island Railroad;

THENCE North 76 degrees 28 minutes 18 seconds East, along the land now or formerly of the Long Island Railroad, a distance of 242.43 feet to a point of curvature;

THENCE easterly along the land now or formerly of the Long Island Railroad and along a curve to the right having a radius of 2867.62 feet and an arc length of 197.70 feet, being subtended by a chord of

North 78 degrees 26 minutes 48 seconds East, a distance of 197.66 feet to the westerly side of 43rd Street;

THENCE South 09 degrees 14 minutes 31 seconds East, along the westerly side of 43rd Street a distance 15.00 feet to the point or place of BEGINNING.

Exhibit 6

Driveway Easement Area

ALL that certain, plot, piece or parcel of land situate, lying and being in the Borough and County of Queens, City and State of New York bounded and described as follows:

BEGINNING at a point on the southerly side of 57th Avenue the following two courses and distances from the corner formed by the intersection of the westerly side of 43rd Street (60 feet wide) with the southerly side of 57th Avenue (60 feet wide);

1. Easterly along the southerly side of 57th Avenue and along a curve to the right having a radius of 2807.62 feet an arc length of 543.99 feet, being subtended by a chord of North 85 degrees 57 minutes 54 seconds East a distances of 543.14 feet to a point of tangency;
2. Thence South 88 degrees 29 minutes 03 seconds East, along the southerly side of 57th Avenue, a distance of 139.33 feet to the point or place of BEGINNING.

RUNNING THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 693.21 feet to a point;

RUNNING THENCE South 67 degrees 55 minutes 56 seconds East, a distance of 15.69 feet to a point;

RUNNING THENCE South 62 degrees 02 minutes 57 seconds East, a distance of 53.19 feet to a point;

RUNNING THENCE South 74 degrees 51 minutes 26 seconds East, a distance of 101.26 feet to a point;

RUNNING THENCE North 00 degrees 00 minutes 00 seconds East, a distance of 34.53 feet to a point;

RUNNING THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 10.21 feet to a point;

RUNNING THENCE North 74 degrees 51 minutes 26 seconds West, a distance of 98.05 feet to a point;

RUNNING THENCE North 62 degrees 02 minutes 57 seconds West, a distance of 43.96 feet to a point;

RUNNING THENCE North 00 degrees 00 minutes 00 seconds East, a distance of 668.78 feet to a point;

RUNNING THENCE North 88 degrees 29 minutes 03 seconds West, a distance of 36.01 feet to a point or place of BEGINNING.

Exhibit 7

Utility Easement Area

Revised Utility Easement Area

ALL that certain, plot, piece or parcel of land situate, lying and being in the Borough and County of Queens, City and State of New York bounded and described as follows:

BEGINNING at a point on the southerly side of 57th Avenue the following two courses and distances from the corner formed by the intersection of the westerly side of 43rd Street (60 feet wide) with the southerly side of 57th Avenue (60 feet wide);

1. Easterly along the southerly side of 57th Avenue and along a curve to the right having a radius of 2807.62 feet an arc length of 543.99 feet, being subtended by a chord of North 85 degrees 57 minutes 54 seconds East a distances of 543.14 feet to a point of tangency;
2. Thence South 88 degrees 29 minutes 03 seconds East, along the southerly side of 57th Avenue, a distance of 139.33 feet to the point or place of BEGINNING.

RUNNING THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 693.21 feet to a point;

RUNNING THENCE South 67 degrees 55 minutes 56 seconds East, a distance of 15.69 feet to a point;

RUNNING THENCE South 62 degrees 02 minutes 57 seconds East, a distance of 53.19 feet to a point;

RUNNING THENCE South 74 degrees 51 minutes 26 seconds East, a distance of 101.26 feet to a point;

RUNNING THENCE North 00 degrees 00 minutes 00 seconds East, a distance of 34.53 feet to a point;

RUNNING THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 10.21 feet to a point;

RUNNING THENCE North 74 degrees 51 minutes 26 seconds West, a distance of 98.05 feet to a point;

RUNNING THENCE North 62 degrees 02 minutes 57 seconds West, a distance of 43.95 feet to a point;

RUNNING THENCE North 00 degrees 00 minutes 00 seconds East, a distance of 643.77 feet to a point;

RUNNING THENCE South 88 degrees 29 minutes 03 seconds East, a distance of 505.48 feet to the point;

RUNNING THENCE Southwesterly along a curve parallel and 25 feet south of the southwesterly side of 57th Avenue and along a curve to the right having a radius of 422.12 feet and an arc length of 150.80 feet, being subtended by a chord of South 78 degrees 14 minutes 59 seconds West a distance of 150.00 feet to a point;

RUNNING THENCE North 76 degrees 41 minutes 50 seconds East a distance of 41.10 feet to the southwesterly side of 57th Avenue;

RUNNING THENCE northwesterly along the southwesterly side of Lot 45 and along a curve to the left having a radius of 447.12 feet and an arc length of 193.31 feet, being subtended by a chord of North 76 degrees 05 minutes 54 seconds West a distance of 191.81 feet to a point of tangency;

RUNNING THENCE North 88 degrees 29 minutes 03 seconds West, a distance of 542.15 feet to a point or place of BEGINNING.