



October 21, 2022

New York State Department of Environmental Conservation  
Office of the General Counsel  
625 Broadway, 14<sup>th</sup> Floor  
Albany, New York 12233-1500

Attn: Ms. Cheryl Salem  
Legal Assistant 1 – Remedial Bureau B

**Re: Environmental Easement – Notice to Municipality  
840 5th Avenue  
Brownfield Cleanup Program Site No. C224271  
Brooklyn, New York 12215**

Dear Ms. Salem:

On behalf of the New York City School Construction Authority (NYCSCA), attached please find the Environmental Easement for the abovementioned Site, which was filed with the County Clerk's office on October 5, 2022. Additionally, the Notice to Municipality and a copy of the filed Environmental Easement were delivered to the NYC Department of Finance on October 17, 2022. The delivery confirmation is attached.

If you have any questions regarding this information, please do not hesitate to contact me at [LOHara@TRCcompanies.com](mailto:LOHara@TRCcompanies.com) or at (917) 809-9372.

Sincerely,  
**TRC Engineers, Inc.**

Lindsay O'Hara, CHMM  
Senior Project Manager

CC:	A. Ramirez	NYCSCA
	J. Leung	NYCSCA
	J. Andaloro	NYSDEC
	S. Quandt	NYSDEC
	M. Sollecito	NYSDEC
	K. Boger	TRC
	J. Raup	TRC

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New York, NY 10038

OFFICIAL USE

Certified Mail Fee

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy)

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\$0.05

\$0.00

Return Receipt (electronic)

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\$0.00

Certified Mail Restricted Delivery

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\$0.00

Adult Signature Required

\$

\$0.00

Adult Signature Restricted Delivery

\$

Postage

\$1.08

\$

Total Postage and Fees

\$5.08

\$

0327

06

Postmark  
Here

10/11/2022

Sent To

New York City Department of Finance

Street and Apt. No., or PO Box No.

66 John Street, Room 104

City, State, ZIP+4®

New York, NY 10038

2022 2430 0001 4374 6160 0979 42E4 T000 0742 2202

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Feedback

### Latest Update

Your item was picked up at a postal facility at 1:42 pm on October 17, 2022 in NEW YORK, NY 10038.

#### Delivered

**Delivered, Individual Picked Up at Postal Facility**

NEW YORK, NY 10038  
October 17, 2022, 1:42 pm

#### Out for Delivery

NEW YORK, NY 10038  
October 13, 2022, 9:25 am

#### Arrived at Post Office

NEW YORK, NY 10038  
October 13, 2022, 9:14 am

#### Departed USPS Regional Facility

NEW YORK NY DISTRIBUTION CENTER  
October 12, 2022, 6:47 pm

#### In Transit to Next Facility

October 12, 2022

#### Arrived at USPS Regional Facility

NEW YORK NY DISTRIBUTION CENTER  
October 11, 2022, 10:40 pm

- **USPS in possession of item**  
BROOKLYN, NY 11225  
October 11, 2022, 12:44 pm
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**FAQs**



October 7, 2022

New York City Department of Finance  
66 John Street, Room 104  
New York, NY 10038

Re: Environmental Easement

Dear Sir or Madam:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on September 2, 2022, by the New York School Construction Authority, for property at 840 5th Avenue, Brooklyn, NY, Tax Map Block 693 Lot 39, DEC Site No: C224271.

This Environmental Easement restricts future use of the above-referenced property to restricted residential uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these

NEW YORK CITY SCHOOL  
CONSTRUCTION AUTHORITY



provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

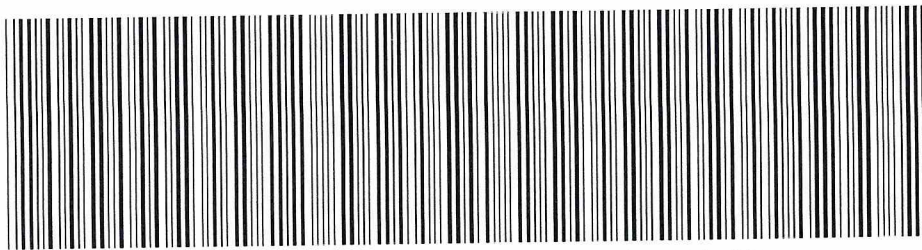
A handwritten signature in black ink that reads "Chad Ondrusek". The signature is fluid and cursive, with the first name "Chad" and last name "Ondrusek" clearly distinguishable.

Chad Ondrusek

Senior Director  
NYC School Construction Authority  
Industrial & Environmental Hygiene  
Division

**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.



2022100300805001002E8DC3

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 10**

**Document ID: 2022100300805001**

Document Date: 09-02-2022

Preparation Date: 10-04-2022

Document Type: EASEMENT

Document Page Count: 9

**PRESENTER:**

LT SERVICE/PICKUP/ELTON (LT15020)  
521 FIFTH AVENUE, 23RD FLOOR  
NEW YORK, NY 10175  
212-599-1300  
NYCID@LEXTERRAE.COM

**RETURN TO:**

GAYLE MANDARO ESQ.  
30-30 THOMASON AVENUE  
LONG ISLAND CITY, NY 11101

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BROOKLYN	693	39	Entire Lot	840 FIFTH AVENUE
<b>Property Type: OTHER</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

NYC SCHOOL CONSTRUCTION AUTHORITY  
30-30 THOMSON AVENUE  
LONG ISLAND CITY, NY 11101-3045

**GRANTEE/BUYER:**

COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, 625 BROADWAY  
ALBANY, NY 12233

**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
<b>TOTAL:</b>	<b>\$</b>	<b>0.00</b>
Recording Fee:	\$	82.00
Affidavit Fee:	\$	0.00

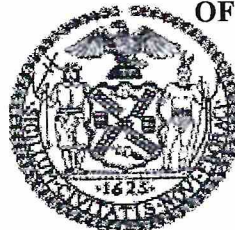
**Filing Fee:**

Filing Fee:	\$	250.00
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 10-05-2022 10:27  
City Register File No.(CRFN):  
2022000381450



*Annette M Hill*

**City Register Official Signature**

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

**THIS INDENTURE** made this 2nd day of September, 2022 between Owner, The New York City School Construction Authority, having an office at 30-30 Thomson Ave, Long Island City, NY 11101 (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 840 5th Avenue in the City of New York, County of Kings and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 693 Lot 39, being the same as that property conveyed to Grantor by deed dated February 16, 2018 and recorded in the City Register of the City of New York as CRFN #2018000083878 . The property subject to this Environmental Easement (the "Controlled Property") comprises approximately .45 +/- acres, and is hereinafter more fully described in the Land Title Survey dated February 9, 2022 prepared by Richard Tom, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and



**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C224271-05-18, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a

defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C224271  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to: Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

**Remainder of Page Intentionally Left Blank**

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Enter Grantor's Name:

By: 

Print Name: Gayle Mandler

Title: Senior Attorney  
Senior Director Date: 8/30/2022

**Grantor's Acknowledgment**

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

On the 30<sup>th</sup> day of August, in the year 2022, before me, the undersigned, personally appeared Gayle Mandler, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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 signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public - State of New York

SHERLINE VICTOR  
Notary Public, State of New York  
No. 01VI6357469  
Qualified in Nassau County 5  
Commission Expires April 17, 2024

**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: Andrew Guglielmi  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 2nd day of September in the year 2022 before me, the undersigned, personally appeared Andrew O. Guglielmi personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer Andaloro  
Notary Public - State of New York

JENNIFER ANDALORO  
Notary Public, State of New York  
No. 02AN6098246  
Qualified in Albany County  
Commission Expires January 14, 2024

**SCHEDULE "A" PROPERTY DESCRIPTION**

ALL THAT CERTAIN PLACE OR PARCEL OF LAND, 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 NORTHEASTERLY SIDE OF 36TH STREET (60 FEET WIDE) AND THE NORTHWESTERLY SIDE OF 5TH AVENUE (80 FEET WIDE), ALSO KNOWN AS THE SOUTHEASTERLY CORNER OF NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY PUBLIC SCHOOL NUMBER K671;

RUNNING THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY SIDE OF 36TH STREET A DISTANCE OF 128.00 FEET TO A POINT;

THENCE NORTHEASTERLY ALONG A LINE FORMING AT RIGHT ANGLE WITH THE NORTHEASTERLY SIDE OF 36TH STREET A DISTANCE OF 100.17 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF GREENWOOD CEMETERY;

THENCE ALONG THE SOUTHWESTERLY, NORTHWESTERLY AND AGAIN SOUTHWESTERLY LINES OF LANDS NOW OR FORMERLY OF GREENWOOD CEMETERY THE FOLLOWING COURSES AND DISTANCES:

1. SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST MENTIONED COURSE, 28.00 FEET
2. NORTHEASTERLY AT RIGHT ANGLES TO THE LAST MENTIONED COURSE, 67.83 FEET
3. SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST MENTIONED COURSE 100.00 FEET TO A POINT ON THE NORTHWESTERLY SIDE OF 5TH AVENUE;

THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY SIDE OF 5TH AVENUE AND AT RIGHT ANGLES TO THE LAST MENTIONED COURSE A DISTANCE OF 168.00 FEET TO THE CORNER FORMED BY THE INTERSECTION OF THE NORTHEASTERLY SIDE OF 36TH STREET AND THE NORTHWESTERLY SIDE OF 5TH AVENUE, THE POINT OR PLACE OF BEGINNING.

CONTAINING: 19,604.67 SQUARE FEET OR 0.45 ACRES OF LAND MORE OR LESS.