

November 4, 2016

VIA FEDEX

Bradford Burns, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233

**RE: Executed Easement
G & M Realty L.P.
Former Neptune Meter Site #C241138
22-34 Jackson Avenue, Long Island City, New York 11101**

Dear Brad,

Enclosed please find my affirmation in support of mailing the municipal notices, copies of the letters that have been sent to the municipalities, which included the recorded easement, and your copy of the recorded easement.

Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,

KNAUF SHAW LLP

MELISSA M. VALLE

NEW YORK STATE DEPARTMENT ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL § 27-1401 *et seq.*

Former Neptune Meter Site

DEC Site No.: C241138

Located at: 22-34 Jackson Avenue
Long Island City, New York

Volunteer:

G & M Realty L.P.
1 Executive Drive
Edgewood, New York 11717

**AFFIRMATION OF
MELISSA M. VALLE
IN SUPPORT OF MAILING
MUNICIPAL NOTICES**

I, Melissa M. Valle, an attorney admitted to practice in the State of New York, affirms under penalty of perjury the following:

1. Knauf Shaw LLP are the attorneys of record for G & M Realty L.P., which is the Volunteer for the New York State Brownfield Cleanup Program Site ("BCP"), Former Neptune Meter Site, Site Number C241138.
2. On November 4, 2016, I mailed a true copy of a Notice to Municipality to Carl Weisbrod, the Chairman of the City of New York Planning Commission, by depositing a true copy of the same enclosed in a first-class, postpaid addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.
3. On November 4, 2016, I mailed a true copy of a Notice to Municipality to Irving Poy, the Director of Planning and Development for the Borough of Queens, by depositing a true copy of the same enclosed in a first-class, postpaid addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

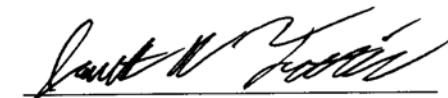
WHEREFORE, Melissa Valle respectfully requests that this affirmation is acceptable proof of mailing for the municipal notices required for the Brownfield Cleanup Program Site.

Dated: November 4, 2016



MELISSA M. VALLE

Sworn to before me this
4 day of November, 2016.



Notary Public

JONATHAN R. TANTILLO
NOTARY PUBLIC, State of New York
Registration No. 02TA6318754
Qualified in Monroe County
Commission Expires February 2, 2019

Notice to Municipality

Date 11/3/16

Carl Weisbrod, Commissioner Chair
NYC Department of City Planning
22 Reade St
New York, NY 10007

Re: Environmental Easement

Dear Carl Weisbrod:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on 8/26/16 recorded on 10/20/16
by G & M Realty L.P.,
for property at 22-34 Jackson Ave, Long Island City, New York, 11101,
Tax Map No.: Block 86, Lot 1,
DEC Site No: C241138.

This Environmental Easement restricts future use of the above-referenced property to residential, restricted residential, commercial or industrial 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 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, appearing to read 'David Wolkoff', written over a horizontal line.

David Wolkoff
G & M Realty L.P.

Notice to Municipality

Date 11/3/16

Irving Poy, Director
Borough of Queens, Department of Planning and Development
120-55 Queens Boulevard
Kew Gardens, New York 11424

Re: Environmental Easement

Dear Irving Poy:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on 8/26/16 recorded on 10/20/16
by G & M Realty L.P.,
for property at 22-34 Jackson Ave, Long Island City, New York, 11101,
Tax Map No.: Block 86, Lot 1,
DEC Site No: C241138.

This Environmental Easement restricts future use of the above-referenced property to residential, restricted residential, commercial or industrial 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.

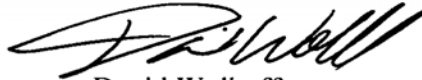
Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

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 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.

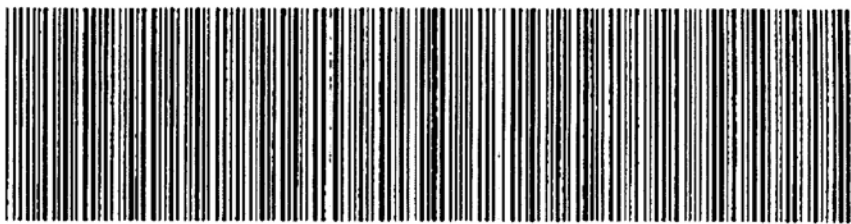
Very truly yours,

A handwritten signature in black ink, appearing to read 'David Wolkoff', with a stylized flourish at the end.

David Wolkoff
G & M Realty L.P.

**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.



2016101401083001002E7218

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 11

Document ID: 2016101401083001

Document Date: 08-26-2016

Preparation Date: 10-19-2016

Document Type: EASEMENT

Document Page Count: 10

PRESENTER:

EAM LAND SERVICES, INC. (PICK UP - IRA)
6901 JERICHO TURNPIKE
(EAMCR114006Q)
SYOSSET, NY 11791
516-677-9757
DMCCORMICK@EAMLAN.COM

RETURN TO:

LINDA R. SHAW
1400 CROSSROADS BUILDING
2 STATE STREET
ROCHESTER, NY 14614

| Borough | Block | Lot | Unit | Address |
|---------|-------|-----|------------|----------------------|
| QUEENS | 86 | 1 | Entire Lot | 22-34 JACKSON AVENUE |

Property Type: NON-RESIDENTIAL VACANT LAND Easement

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

G & M REALTY L.P.
1 EXECUTIVE DRIVE
EDGEWOOD, NY 11717

GRANTEE/BUYER:

THE PEOPLE OF THE STATE OF NEW YORK
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

TOTAL: \$ 0.00

Recording Fee: \$ 87.00

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 10-20-2016 15:59

City Register File No.(CRFN):
2016000370465

Gianette McMill

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 26th day of August, 2016, between Owner(s) G & M Realty L.P., having an office at 1 Executive Drive, Edgewood, New York 11717, County of Suffolk, State of New York (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 22-34 Jackson Avenue in the City of New York, County of Queens 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 86 Lot 1 (f/k/a Block 86, Lots 1, 6, 7, 8 and 22 and Block 72, Lot 80), being the same as that property conveyed to Grantor by deeds dated May 1, 1999, March 5, 2014 and March 5, 2014 and recorded in the City Register of the City of New York in Liber and Page 5470/638 and as CFRN #'s 2014000091160 and 201400009166, respectively. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 2.919 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 24, 2000 and last revised May 29, 2015 prepared by James C. Weed, P.L.S. of Control Point Associates, Inc., 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: C241138-04-12 as amended by Amendment #1 on September 4, 2015, 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:

Residential as described in 6 NYCRR Part 375-1.8(g)(2)(i), 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 raising livestock or producing animal products for human consumption, 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: C241138
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.

Remainder of Page Intentionally Left Blank

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

G & M Realty L.P.;
By: GW Holding Corp., its general partner

By: [Signature]

Print Name: David Wolkoff

Title: Vice President Date: 8/10/16

Grantor's Acknowledgment

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

On the 10th day of August, in the year 20 16, before me, the undersigned, personally appeared David Wolkoff, 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.

[Signature]
Notary Public - State of New York

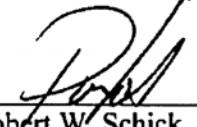
HOWARD VINGAN
Notary Public, State of New York
4837503
Qualified in Suffolk County
Commission Expires March 30, 2017

~~HOWARD VINGAN~~
~~Notary Public, State of New York~~
~~4837503~~
~~Qualified in Suffolk County~~
~~Commission Expires March 30, 20~~

[Signature]

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: _____


Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 26th day of August, in the year 2014 before me, the undersigned, personally appeared Robert W. Schick, 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.



Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5082146
Qualified in Schoenectady County
Commission Expires August 22, 2016

SCHEDULE "A" PROPERTY DESCRIPTION

EASEMENT AREA

THE SUBJECT TRACT OF LAND WITH RESPECT TO WHICH THE FOREGOING PARTIES ARE THE PARTIES IN INTEREST AS AFORESAID IS KNOWN AS TAX LOT NUMBERS 1, 6, 7, 8 AND 22 IN BLOCK 86 AND LOT 80 IN BLOCK 72 AS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, QUEENS COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN LONG ISLAND CITY, COUNTY OF QUEENS AND STATE OF NEW YORK MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF JACKSON AVENUE AND THE EASTERLY SIDE OF CRANE STREET;

RUNNING THENCE FROM SAID POINT OR PLACE OF BEGINNING ALONG THE SOUTHERLY SIDE OF JACKSON AVENUE IN AN EASTERLY DIRECTION 200.00 FEET TO THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF JACKSON AVENUE WITH THE WESTERLY SIDE OF DAVIS STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF DAVIS STREET 640.00 FEET TO THE LAND OF THE LONG ISLAND RAILROAD;

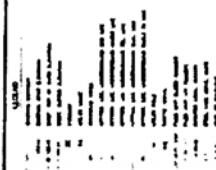
THENCE ALONG THE LAND OF THE LONG ISLAND RAILROAD IN A WESTERLY DIRECTION 85.00;

THENCE CONTINUING ALONG SAID LAST MENTIONED LAND ALONG THE EASTERLY SIDE OF CRANE STREET ALONG THE ARC OF A CURVE BEARING TO THE RIGHT A DISTANCE OF 212.86 (213.0 FEET PER DEED) TO LAND OF OTHERS;

THENCE EASTERLY ALONG SAID LAST MENTIONED LAND 60.00 FEET TO THE EASTERLY SIDE OF CRANE STREET; AND,

THENCE ALONG THE EASTERLY SIDE OF CRANE STREET IN A NORTHERLY DIRECTION 525.00 FEET TO THE CORNER FIRST ABOVE MENTIONED AT THE POINT OR PLACE OF BEGINNING.

CONTAINING 127,156 SQUARE FEET OR 2.919 ACRES



BCA Sales • Former Nepture Motor Sales (212) 411-26
 Telex (212) 411-26
 Address 22-34 Jackson Ave., Long Island City, New York, 11101
 BCP Sales Environmental Sciences Area

| ADDRESS | LOT | ADDRESS |
|-------------------------|-----|-------------------------|
| 22-42 JACKSON AVENUE | 1 | 22-42 JACKSON AVENUE |
| 22-48 JACKSON AVE BLK | 6 | 22-48 JACKSON AVE BLK |
| 41-50 JACKSON AVE BLK | 8 | 41-50 JACKSON AVE BLK |
| 41-50-2 JACKSON AVE BLK | 8 | 41-50-2 JACKSON AVE BLK |
| 41-50-2 JACKSON AVE BLK | 22 | 41-50-2 JACKSON AVE BLK |
| 46-55 CHAMBERS STREET | 73 | 46-55 CHAMBERS STREET |

CRANE STREET

This priority is based on an environmental emergency filed by the New York State Department of Environmental Conservation under Article 27, Title 24 of Article 17 of the New York Environmental Conservation Law. The engineering and institutional controls for this easement are set forth in more detail in the site management plan ("SMP"). A copy of the SMP must be obtained by anyone with an interest in the property. The SMP may be reviewed at the New York State Department of Environmental Conservation, 60 Broadway, Albany, NY 12240 or at its regional office in Buffalo, section

CHAPTER SCALE

© 1999 by John Wiley & Sons, Inc.


1

[illegible]

RESEARCH • **THE EFFECTS OF A 12-WEEK, 100-KCAL-DAILY DIETARY RESTRICTION ON METABOLIC AND HORMONAL ADAPTATION TO ENERGY DEFICIENCY IN HEALTHY, OVERWEIGHT, AND OBESE WOMEN**

[illegible][illegible]

**BOUNDARY AND TOPOGRAPHIC SURVEY
G & M REALTY, L.P.**



CONTROL POINT
ASSOCIATES, INC.
a subsidiary of

[illegible]

James C. Weed
JAMES C. WEED