

NYCTM

Department of Finance

December 28, 2023

JON BROOKS
ABRAMSON BROOKS LLP
1051 PORT WASHINGTON BLVD. #322
PORT WASHINGTON, NY 11050

RE: Submitted Transaction Successfully Recorded

Dear JON BROOKS:

Document Identification Number 2023122700477001 which was submitted and intaken for Recording on 12/28/2023 8:31:41 AM, was successfully recorded on 12/28/2023 at 4:41 PM.

Below summarizes the status of the document(s).

Recording & Endorsement Cover Page(s) attached

2023122700477001

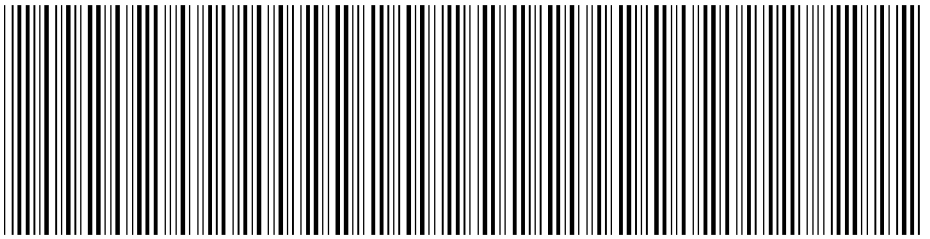
If you have questions or require further information, please send an email to acrishelp@finance.nyc.gov and someone will get back to you.

Thank you.

City Register

**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.



2023122700477001002E8C7A

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 10

Document ID: 2023122700477001

Document Date: 12-27-2023

Preparation Date: 12-27-2023

Document Type: EASEMENT

Document Page Count: 9

PRESENTER:

JON BROOKS
ABRAMSON BROOKS LLP
1051 PORT WASHINGTON BLVD. #322
PORT WASHINGTON, NY 11050
516-455-0215
JBROOKS@ABRAMSONBROOKS.COM

RETURN TO:

JON BROOKS
ABRAMSON BROOKS LLP
1051 PORT WASHINGTON BLVD. #322
PORT WASHINGTON, NY 11050
516-455-0215
JBROOKS@ABRAMSONBROOKS.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	17	1	Entire Lot	2-33 50TH AVENUE

Property Type: COMMERCIAL REAL ESTATE Easement

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

50TH & 5TH LIC LLC
C/O: THE DOMAIN COMPANIES, 120 BROADWAY,
SUITE 1340
NEW YORK, NY 10271

GRANTEE/BUYER:

NYS DEPT 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

TOTAL: \$ 0.00

Recording Fee: \$ 82.00

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 12-28-2023 16:41

City Register File No.(CRFN):

2023000336392



Collette McChia-Jacques

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 27th day of December, 2023 between Owner, 50th & 5th LIC LLC, having an office at 71 Park Place ,Suite 1705, New York, 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 2-23 50th Avenue (a/ka/ 49-20 Fifth Street) Long Island City, Queens, NY 11101 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 17 Lot 1, being the same as that property conveyed to Grantor by deed dated 9/20/2021 and recorded in the City Register of the City of New York as CRFN # 2021000387738. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.740 +/- acres, and is hereinafter more fully described in the Land Title Survey dated 05/17/2023 prepared by Saied Halviland, 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: C2412510521, 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) or 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: C241251
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.

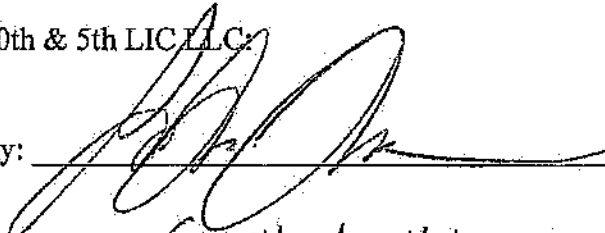
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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.

50th & 5th LIC LLC

By: 

Print Name: STEPHEN OHNEMUS

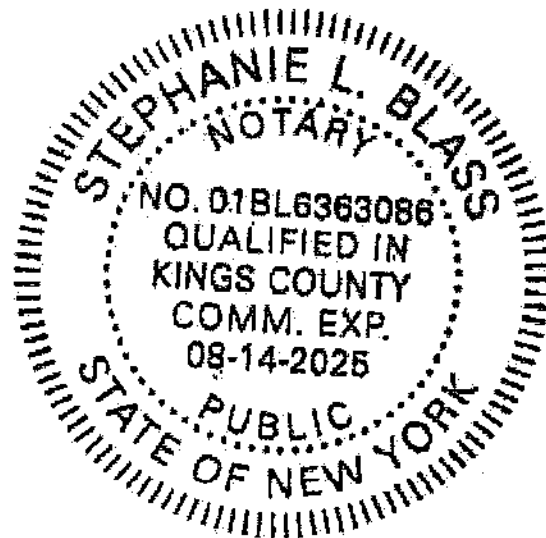
Title: AUTHORIZED SIGNATORY Date: 12/21/23

Grantor's Acknowledgment

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

On the 21st day of December, in the year 2023, before me, the undersigned, personally appeared Stephen Ohnemus, 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.

Stephanie Blass
Notary Public - State of New York



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 27th day of December, in the year 2023, 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, 2028

SCHEDULE "A" PROPERTY DESCRIPTION

Legal Description

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 the corner formed by the intersection of the northerly line of 50th Avenue, formerly known as 4th Street, with the westerly line of 5th Street, formerly known as West Avenue;

RUNNING THENCE northerly along the westerly line of 5th Street, 200 feet to the southerly side of 49th Avenue, formerly known as 5th Street;

THENCE westerly along the southerly line of 49th Avenue, 400 feet;

THENCE southerly and parallel with 5th Street, 200 feet to the northerly line of 50th Avenue;

THENCE easterly and along the northerly line of 50th Avenue, 75 feet;

THENCE northerly and again parallel with 5th Street, 100 feet;

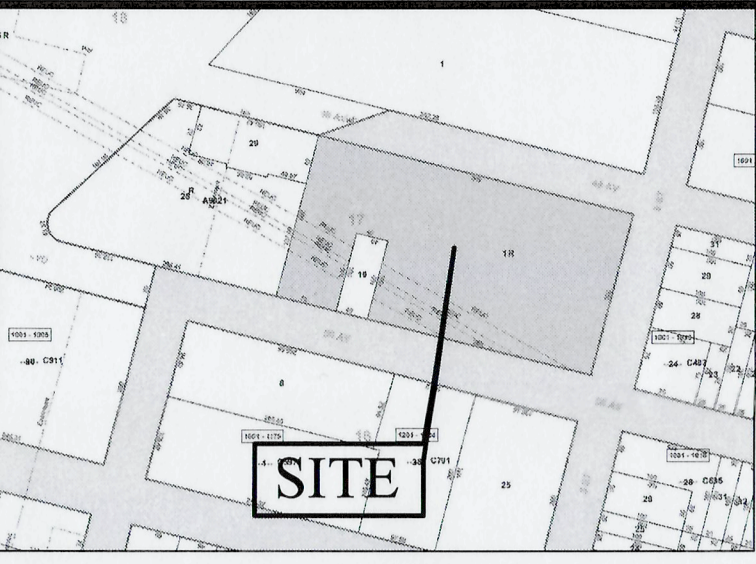
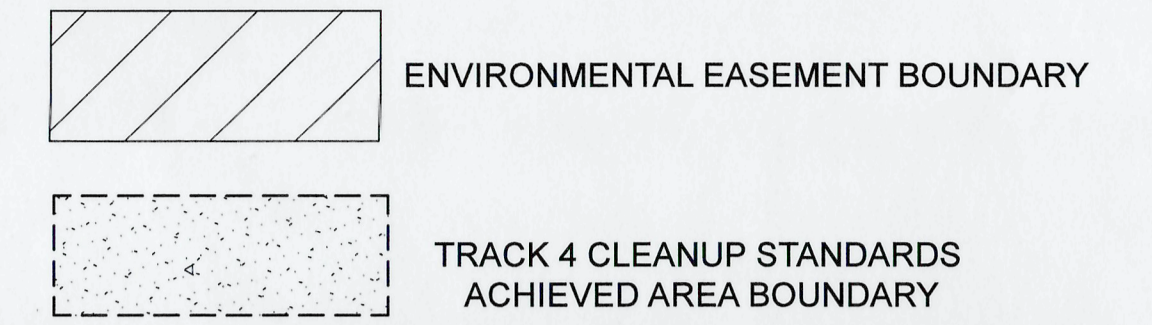
THENCE easterly and parallel with the southerly line of 49th Avenue, 40 feet;

THENCE southerly and parallel with 5th Street, 100 feet to the northerly line of 50th Avenue;

THENCE easterly along the northerly line of 50th Avenue, 285 feet to the westerly line of 5th Street to the point or place of BEGINNING.

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 New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in the Site Management Plan ("SMP"). A copy of the SMP must be obtained by any party with an interest in the property. The SMP may be obtained from the New York State Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at derweb@dec.ny.gov.

ENVIRONMENTAL EASEMENT AREA ACCESS
THE DEC OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT.



VICINITY MAP NOT TO SCALE
DEED LEGAL DESCRIPTION
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 the corner formed by the intersection of the northerly line of 50th Avenue, formerly known as 4th Street, with the westerly line of 5th Street, formerly known as West Avenue;
RUNNING THENCE northerly along the westerly line of 5th Street, 200 feet to the southerly side of 49th Avenue, formerly known as 5th Street;
THENCE westerly along the southerly line of 49th Avenue, 400 feet;
THENCE southerly and parallel with 5th Street, 200 feet to the northerly line of 50th Avenue;
THENCE easterly and along the northerly line of 50th Avenue, 75 feet;
THENCE northerly and again parallel with 5th Street, 100 feet;
THENCE easterly and parallel with the southerly line of 49th Avenue, 40 feet;
THENCE southerly and parallel with 5th Street, 100 feet to the northerly line of 50th Avenue;
THENCE easterly along the northerly line of 50th Avenue, 285 feet to the westerly line of 5th Street to the point or place of BEGINNING.
THE ABOVE DESCRIBED TAX LOT 1 HAS AN AREA OF 75,996 SQ. FT. OR 1.7446 ACRES.

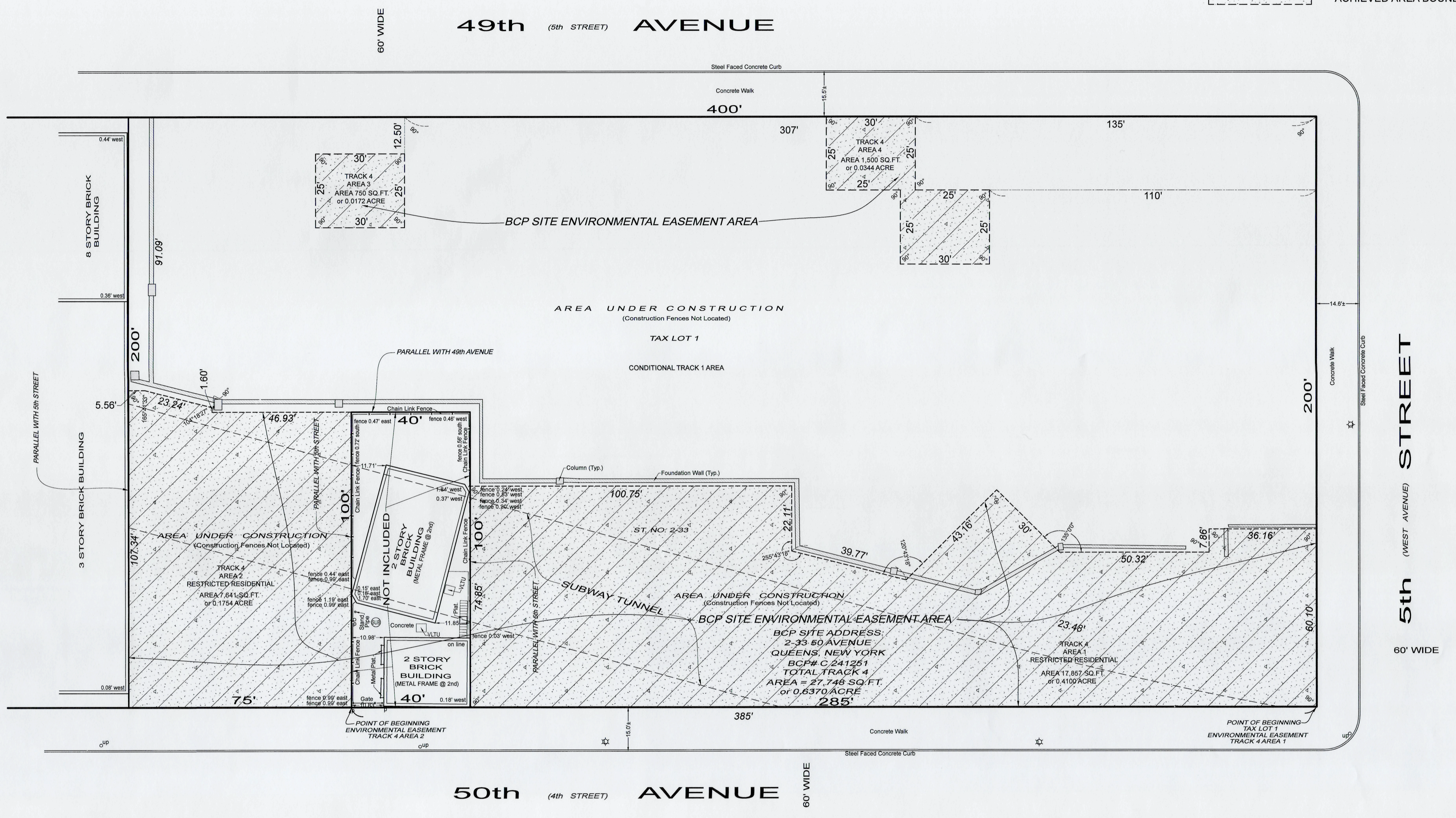
SCHEDULE B ITEMS
2. Rights, easements and rights of way to construct, reconstruct, rebuild, alter, maintain, use and operate in perpetuity an underground railroad, tunnels and appurtenances in, through or under the Land, all railways, tunnels, easements of light, air access and support, terms, covenants and conditions in connection therewith, as referenced, disclosed and assigned/consented in and by (i) indenture made between August Belmont, Andrew Frazerman, Walter Ludwig, Walter G. Oakman, John Pierce, George W. Young and William Barclay Parsons, as Surviving Trustees of the Creditors, Stockholders and Members of the New York & Long Island Railroad Company and Interborough Rapid Transit Company dated July 24, 1913 and recorded October 17, 1913 in Liber 1906 Page 431 and (ii) indentures made between Interborough Rapid Transit Company and The City of New York dated April 3, 1914 and recorded April 20, 1914 in Liber 1937 Page 253 and Liber 1937 Page 255.
With regard thereto:
a. Consents dated May 15, 1911 and recorded July 20, 1911 in Liber 1773 Page 115 and Liber 1773 Page 119.
3. Reservation and covenant set forth in Deed recorded in Liber 267 Page 51. (Not plottable)
4. Reservation and covenant set forth Deed recorded in Liber 267 Page 63. (Not plottable)
5. Reservation and covenant set forth Deed recorded in Liber 193 Page 1. (Not plottable)
6. Reservation and covenant set forth in Deed recorded in Liber 253 Page 205. (Not plottable)
7. Reservation and Covenant set forth in Deed recorded in Liber 2303 Page 359. (Not plottable)
9. REUC easements shown on the Tax Map for the City of New York and as disclosed by the Tax search as REUC #13-E3 assessed to NYC Transit re: railroad lands and improvements.
10. Terms, covenants and conditions contained in that certain Memorandum of Understanding Restrictions made by and between 50th and 5th LIC LLC (formerly known as VD 50th LLC) and Fortress New York Holdings, Inc. dated as of September 20, 2021 and recorded October 1, 2021 as CRFN 2021000387738.

ENVIRONMENTAL EASEMENT DESCRIPTION
TRACK 4 AREA 1
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 the corner formed by the intersection of the westerly side of 5th Street (60 feet wide) with the northerly side of 50th Avenue (60 feet wide);
RUNNING THENCE westerly, along the northerly side of 50th Avenue, 285 feet to a point;
RUNNING THENCE northerly, at right angles to the northerly side of 50th Avenue, 74.85 feet to a point;
RUNNING THENCE easterly, at right angles to the last mentioned course, 100.75 feet to a point;
RUNNING THENCE southerly, at right angles to the last mentioned course, 22.11 feet to a point;
RUNNING THENCE southeasterly, along a line forming an angle of 255 degrees 43 minutes 18 seconds on the southwest with the last mentioned course, 39.77 feet to a point;
RUNNING THENCE northeasterly, along a line forming an angle of 120 degrees 43 minutes 18 seconds on the north with the last mentioned course, 43.16 feet to a point;
RUNNING THENCE southeasterly, at right angles to the last mentioned course, 30.00 feet to a point;
RUNNING THENCE easterly, along a line forming an angle of 135 degrees 00 minutes 00 seconds on the northeast with the last mentioned course, 50.32 feet to a point;
RUNNING THENCE northerly, at right angles to the last mentioned course, 7.86 feet to a point;
RUNNING THENCE easterly, at right angles to the last mentioned course, 36.16 feet to the westerly side of 5th Street;
RUNNING THENCE southerly, along the westerly side of 5th Street, 60.10 feet to the northerly side of 50th Avenue, the corner the point or place of BEGINNING.
The above-described track has an area of 17,857 sq. ft. or 0.4100 acre.

TRACK 4 AREA 2
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 northerly side of 50th Avenue (60 feet wide), distance 325 feet westerly from the corner formed by the intersection of the westerly side of 5th Street (60 feet wide) with the northerly side of 50th Avenue;
RUNNING THENCE westerly, along the northerly side of 50th Avenue, 75.00 feet to a point;
RUNNING THENCE northerly, at right angles to the northerly side of 50th Avenue, 107.34 feet to a point;
RUNNING THENCE easterly, at right angles to the last mentioned course, 5.56 feet to a point;
RUNNING THENCE southeasterly, along a line forming an angle of 165 degrees 41 minutes 33 seconds on the south with the last mentioned course, 23.24 feet to a point;
RUNNING THENCE southerly, along a line forming an angle of 104 degrees 18 minutes 27 seconds on the southwest with the last mentioned course, 1.60 feet to a point;
RUNNING THENCE easterly, at right angles to the last mentioned course, 46.93 feet to a point;
RUNNING THENCE southerly, parallel with the westerly side of 5th Street, 100.00 feet to northerly side of 50th Avenue the point or place of BEGINNING.
The above-described track has an area of 7,641 sq. ft. on 0.1754 Acre.

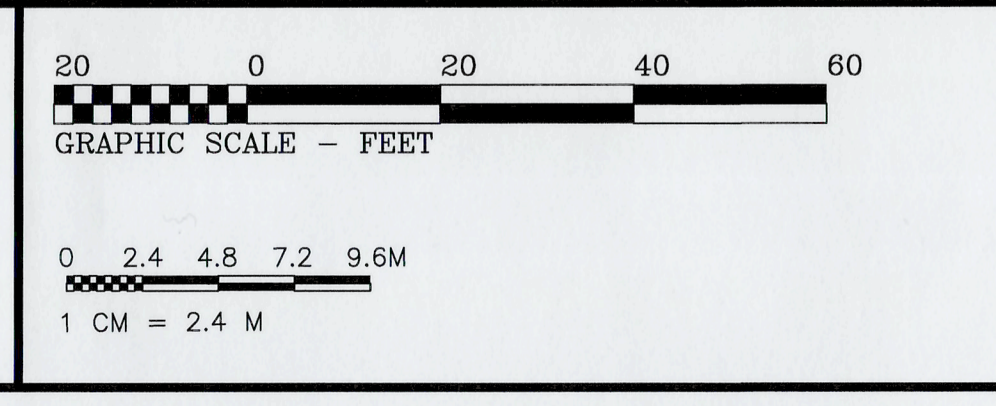
ALL that certain plot, piece or parcel of land situate lying and being in the Borough and County of Queens, City and State of New York bounded and described as follows:
BEGINNING at a point on the southerly side of 49th Avenue (60 feet wide), distance 135.00 feet westerly from the corner formed by the southerly side of 49th Avenue with the westerly side of 5th Street (60 feet wide);
RUNNING THENCE southerly at right angles to southerly side of 49th Avenue, 25.00 feet to a point;
RUNNING THENCE easterly at right angles to the last mentioned course, 25.00 feet to a point;
RUNNING THENCE southerly at right angles to the last mentioned course, 25.00 feet to a point;
RUNNING THENCE westerly at right angles to the last mentioned course, 30.00 feet to a point;
RUNNING THENCE northerly at right angles to the last mentioned course, 25.00 feet to a point;
RUNNING THENCE westerly at right angles to the last mentioned course, 25.00 feet to a point;
RUNNING THENCE northerly at right angles to the last mentioned course, 25.00 feet to the southerly side of 49th Avenue;
RUNNING THENCE easterly along the southerly side of 49th Avenue, 30.00 feet to the point or place of BEGINNING.
The above-described track has an area of 1,500 sq. ft. or 0.0344 acre.

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 the following two courses and distances from the corner formed by the southerly side of 49th Avenue with the westerly side of 5th Street (60 feet wide);
THENCE westerly along the southerly side of 49th Avenue (60 feet wide), 307.00 feet to a point;
THENCE southerly at right angles to the southerly side of 49th Avenue, 12.50 feet to the point or place of BEGINNING.
RUNNING THENCE southerly at right angles to the southerly side of 49th Avenue, 25.00 feet to a point;
RUNNING THENCE westerly at right angles to the last mentioned course, 30.00 feet to a point;
RUNNING THENCE northerly at right angles to the last mentioned course, 25.00 feet to a point;
RUNNING THENCE easterly at right angles to the last mentioned course, 30.00 feet to the point or place of BEGINNING.
The above-described track has an area of 750 sq. ft. or 0.0172 acre.



LEGEND table listing symbols for various features like ASPH, BRICK, BASEMENT, CURB CUT, CONCRETE CURB ROUND, etc.

ESTABLISHED 1876 * SUCCESSOR TO:
B.G. MENIKHEIM C.S.*C.U. POWELL C.E.,C.S.*C.L. SMITH C.S.*NATHAN CAMPBELL C.E.,C.S.*A.U. WHITSON C.E.,C.S.*
WILLIAM L. SAVACCOOL C.E.,L.S.,C.S.*A.U. WHITSON INC. C.E.,C.S.*G. WEBER L.S.,C.S.*C. STODOLPH R.A.,L.S.*WHITSON & POWELL INC. P.E.,L.S.,C.S.*KELLER & POWELL P.E.,L.S.,C.S.*LOUIS MONTROSE C.E.,L.S.,C.S.*FRED J. POWELL P.E.,L.S.,C.S.*



Revision table with columns for REV, DATE, DESCRIPTION, and ck.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7208 OF THE NEW YORK STATE EDITION LAW
ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S SEAL OR HIS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID THESE COPIES
CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND ON HIS BEHALF TO THE SURVEYOR, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS

MONTROSE SURVEYING CO., LLP. CITY & LAND SURVEYORS. 116 20 METROPOLITAN AVE. RICHMOND HILL, NY 11418-1090. (718) 849-0600. WWW.MONTROSESURVEYING.COM. Email: info@montrosesurveying.com



CITY OF NEW YORK COUNTY QUEENS TAX BLOCK 17 TAX LOT 1 SCALE: 1" = 20'