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

THIS INDENTURE made this _____ day of _____, 20__, between Owner(s) One Point Street, Inc., having an office at 159 Alexander Street, Yonkers, NY 10701 c/o Ron Shemesh, County of Westchester, 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 One Point Street in the City of Yonkers, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers: Section Section 2, Block 2114 Lot 17, 20-35; Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lots 15, 17, 21 and 23; and Section 2, Block 2630, Lots 1, 2, 3 and 10, being the same as that property conveyed to Grantor by deed dated April 5, 2010 and recorded in the Westchester County Clerk's Office in Instrument No. 501483185. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 30.0654 √ acres, and is hereinafter more fully described in the Land Title Survey dated May 26, 2011 prepared by H2M Architects + Engineers, 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: W3-1063-05-03, 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 (AEnvironmental 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) if current land use is selected,
enter current use.~~**

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

(5) 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;

(6) All future activities on the property that will disturb remaining

contaminated material must be conducted in accordance with the SMP;

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

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

(9) 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, 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 annually, or such time as NYSDEC may allow, 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: C360051
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.

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

ONE POINT STREET, INC.:

By: _____

Print Name: _____

Title: _____ Date: _____

Grantor=s Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 20 __, before me, the undersigned, personally appeared _____, 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

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:

Dale A. Desnoyers, Director
Division of Remediation

Grantee=s Acknowledgment

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

On the _____ day of _____, in the year 20__, before me, the undersigned, personally appeared Dale Desnoyers, 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

SCHEDULE "A" PROPERTY DESCRIPTION

Parcel A (Section 2, Block 2114, Lots 20-35)

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

BEGINNING at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

RUNNING THENCE along the westerly side of Ravine Avenue, South 11 degrees, 58 minutes, 47 seconds West, 180.67 feet to the northerly line of land now or formerly of Clyne P. Starke;

THENCE westerly along the northerly line of said land now or formerly of Clyne P. Starke and City of Yonkers, North 72 degrees, 43 minutes, 13 seconds West, 241.76 feet to the easterly side of Glenwood Terrace;

THENCE northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.89 feet to the southerly side of Point Street;

THENCE along the southerly side of Point Street, South 72 degrees, 43 minutes, 13 seconds East, 267.60 feet to the point or place of BEGINNING.

Parcel B (Section 2, Block 2114, Lot 17)

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company, said easterly side of said lands is intersected, or would be intersected, by the prolongation westerly of the southerly side of Point Street; and

RUNNING THENCE South 72 degrees, 43 minutes, 13 seconds East, along the southerly side of, or the prolongation westerly of, the southerly side of Point Street, 25.55 feet to the westerly side of Glenwood Terrace;

THENCE southerly along the westerly line of Glenwood Terrace on a curve to left having a radius of 3,978 feet, an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

THENCE North 72 degrees, 43 minutes, 36 seconds West, along said lands now or formerly of the City of Yonkers, 25.82 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

Thence northerly, along the easterly side of lands of the New York Central Railroad Company on a curve to the right having a radius of 4,003 feet, an arc distance of 184.77 feet to the point or place of BEGINNING

Parcel C (Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lot 15, 17, 21, and 23; and Section 2, Block 2630, Lots 1, 2, 3 and 10)

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

BEGINNING at a point of intersection of the westerly side of Polychrome Place, formerly Alexander Street, with the westerly prolongation of the centerline of Babcock Place;

RUNNING THENCE along the westerly prolongation of the centerline of Babcock Place, North 81 degrees, 29 minutes, 30 seconds West, 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustein by deed dated 7/16/76 and recorded in the Westchester County Clerk's Office on 8/3/76 in Deed Liber 7342 cp 797;

RUNNING THENCE along said land conveyed,

North 10 degrees, 18 minutes, 30 seconds East, 590.98 feet;

North 81 degrees, 29 minutes, 30 seconds West, 152.79 feet; and

South 14 degrees, 40 minutes, 08 seconds West, 35.21 feet to the point on the westerly prolongations of the southerly line of Lamartine Avenue;

THENCE westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North 81 degrees, 29 minutes, 30 seconds West, 516.42 feet to the Pierhead and Bulkhead line established by the U.S. War Department on July 11, 1919;

THENCE along said Pierhead and Bulkhead line;

North 13 degrees, 02 minutes, 36 seconds East, 1,838.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water, granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by Letters Patent dated October 31, 1898 and recorded in the Office of the Secretary of State in Book of Patents No. 50 at Page 203.

THENCE along the northerly line of said Grant, South 76 degrees, 48 minutes, 38 seconds East, 611.48 feet to the westerly line of the New York Central Railroad Company (Hudson Division);

THENCE along land of the Railroad the following courses and distances:

In a southerly direction along a curve to the left having a radius of 4066.00 feet a distance of 224.47 feet;

South 18 degrees, 50 minutes, 15 seconds West, 45.65 feet;

South 81 degrees, 14 minutes, 40 seconds East, 12.85 feet;

South 10 degrees, 09 minutes, 46 seconds West, 137.98 feet;

South 10 degrees, 49 minutes, 13 seconds West, 174.04 feet;

South 17 degrees, 56 minutes, 37 seconds West, 167.48 feet;

South 01 degrees, 19 minutes, 29 seconds West, 392.15 feet;

South 09 degrees, 08 minutes, 17 seconds West, 157.55 feet;

South 03 degrees, 42 minutes, 00 seconds East, 140.01 feet; and

South 01 degrees, 48 minutes, 22 seconds West, 73.62 feet to the northeasterly corner of land described in Liber 8922 Page 54;

THENCE along said land, the following courses and distances:

South 86 degrees, 25 minutes, 30 seconds West, 93.11 feet; and

South 10 degrees, 26 minutes, 00 seconds West, 506.56 feet;

THENCE South 10 degrees, 36 minutes, 00 seconds West, along the westerly line of lands now or formerly of Babcock Place associates, a distance of 260.23 feet;

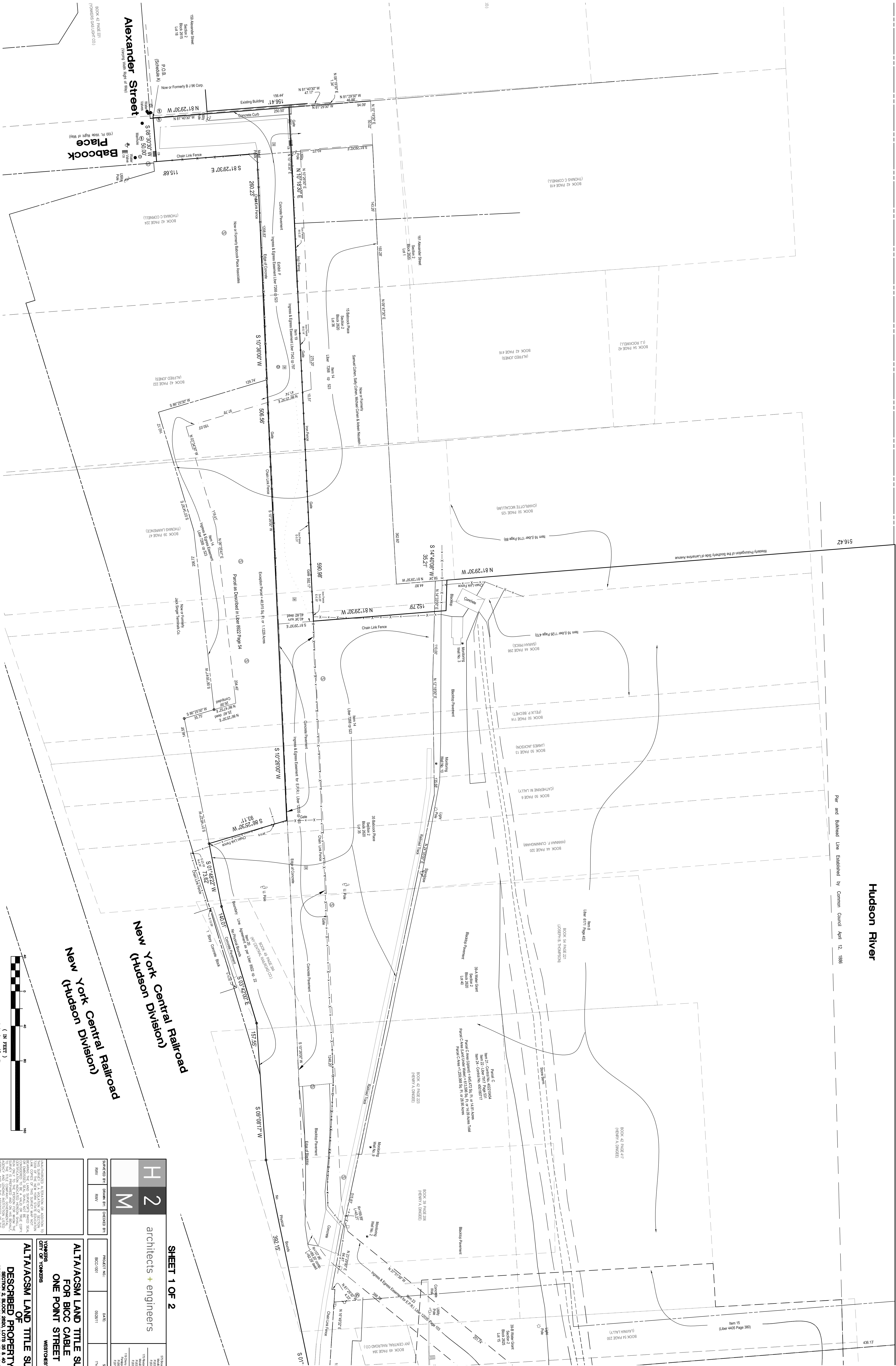
THENCE South 81 degrees, 29 minutes, 30 seconds East, along the southerly line of lands now or formerly Babcock Place Associates, a distance of 115.68 feet to the westerly side of Polychrome Place;

THENCE South 8 degrees, 30 minutes, 30 seconds West, along the westerly side of Polychrome Place, a distance of 50.00 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of the agreements between Habirshaw Wire Company and New York Central and Hudson River Railroad in Liber 1983 cp 364 and Liber 2022 cp 64, with regard to the erection and maintenance of a footbridge from Parcel "C" to Parcel "B" above described.


Hudson River

Pier and Bulkhead Line Established by Common Council April 12, 1888



SHEET 1 OF 2

H2 architects + engineers

	SUBMITTED BY: R/W	DRAWN BY: R/W	CHECKED BY:	PROJECT NO.:	DATE:	SCALE:
				BDC-101	06/26/11	1"=60' FEET

TITUS CONSULTING, INC.
 7501 13th Avenue, Suite 200
 Parkville, MO 64154
 P: 816-295-6400
 F: 816-295-6401
 E: info@titusinc.com
 W: www.titusinc.com

**ALTA/ACSM LAND TITLE SURVEY
FOR BICC CABLE
ONE POINT STREET
YONKERS
CITY OF YONKERS
WESTCHESTER COUNTY
NEW YORK**

ALTA/ACSM LAND TITLE SURVEY

**OF
DESCRIBED PROPERTY**

SECTION 2, BLOCK 2620, LOTS 35 & 40
SECTION 2, BLOCK 2625, LOTS 15, 17, 21 & 23
SECTION 2, BLOCK 2630, LOTS 1, 2, 3 & 10

SECTION 2, BLOCK 2114, LOTS 17,20,21,22,24,26,28,29,33,34 & 35

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on May 17, 2010.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

CERTIFICATE OF INCORPORATION

OF

ONE POINT STREET, INC.

The undersigned, for the purpose of incorporating a corporation under the General Corporation Law of the State of Delaware, does hereby certify as follows:

**ARTICLE I
NAME**

The name of the corporation is One Point Street, Inc. (the "Corporation").

**ARTICLE II
REGISTERED OFFICE AND AGENT**

The address of this Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

**ARTICLE III
PURPOSES AND POWERS**

The purpose of this Corporation is:

(a) to own, operate, remediate, finance, develop and dispose of that certain real and personal property located at, and known as, One Point Street, Yonkers, New York (the "Property"); and

(b) to engage in any lawful act or activity and to exercise any powers permitted to corporations organized under the General Corporation Law of the State of Delaware that are related or incidental to and necessary, convenient or advisable for the accomplishment of the above-mentioned purpose.

**ARTICLE IV
CAPITAL STOCK**

1. Authorized Shares The total number of shares of all classes of stock which the Corporation shall have authority to issue is 1,000 shares, consisting of 200 shares of common

stock, par value \$0.0001 per share ("Common Stock") and 800 shares of preferred stock, par value \$0.0001 per share ("Preferred Stock").

2. Preferred Stock. Subject to Article VI below, shares of Preferred Stock may be issued in one or more series, from time to time, with each such series to consist of such number of shares and to have such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, as shall be stated in the resolution or resolutions providing for the issuance of such series adopted by the unanimous vote of the Board of Directors of the Corporation, and the Board of Directors is hereby expressly vested with authority, to the full extent now or hereafter provided by law, to adopt any such resolution or resolutions. The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, determination of the following:

(i) The number of shares constituting that series and the distinctive designation of that series;

(ii) The dividend rate on the shares of that series, whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series;

(iii) Whether that series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;

(iv) Whether that series shall have conversion privileges, and, if so, the terms and conditions of such conversion, including provision for adjustment of the conversion rate in such events as the Board of Directors shall determine;

(v) Whether or not the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or date upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(vi) Whether that series shall have a sinking fund for the redemption or purchase of shares of that series, and, if so, the terms and amount of such sinking fund;

(vii) The rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series; and

(viii) Any other relative rights, preferences and limitations of that series.

3. Series A Preferred Stock. The Corporation hereby designates 800 of the authorized shares of Preferred Stock as "Series A Preferred Stock" (the "Series A Preferred Stock"). The rights, preferences, privileges and restrictions granted to and imposed on the Series A Preferred Stock are as set forth in this Article IV(3).

(a) Voting Rights. Except as otherwise provided herein or by law, the holders of the Series A Preferred Stock shall be entitled to vote on all matters submitted to the stockholders for a vote together with the holders of the Common Stock voting together as a single class, with such holder having the full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and with each holder of Series A Preferred Stock entitled to one vote for each share of Series A Preferred Stock held by such holder at the time the vote is taken.

(b) Dividends

(i) The holders of shares of Series A Preferred Stock shall be entitled to receive dividends, out of any assets legally available therefore, payable prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation) on the Common Stock of the Corporation, at the rate of \$1,400 per share per annum on each outstanding share of Series A Preferred Stock (as adjusted for any stock dividends, combinations or stock split), payable quarterly when, as and if declared by the Board of Directors. Dividends on shares of the Series A Preferred Stock shall be cumulative and shall be deemed to accrue, whether dividends are earned or whether there are funds legally available therefor, or whether said dividends shall have been declared by the Board of Directors of the Corporation, from the date of issuance of such shares.

(ii) The Corporation shall not declare or pay any cash dividends on shares of Common Stock until the holders of the Series A Preferred Stock then outstanding shall have first received the greater of (i) a dividend at the rate specified in paragraph (i) of this Section 3(b) and (ii) a cash dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the product of (y) the per share amount, if any, of the dividends or other distributions to be declared, paid or set aside for the Common Stock, multiplied by (z) the number of outstanding Series A Preferred Shares.

(c) Liquidation.

(i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, subject to the rights of series of Preferred Stock that may from time to time come into existence, the holders of the Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of the Corporation to the holders of Common

Stock by reason of their ownership thereof, an amount per share equal to \$17,500 per share for each share of Series A Preferred Stock then held by them, plus all accumulated dividends. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Corporation legally available for distribution shall be distributed ratably among the holders of the Series A Preferred Stock;

(ii) Upon the completion of the distribution required by Section 3(c)(i) above, and any other distribution that may be required with respect to any series of Preferred Stock that may from time to time come into existence, the remaining assets of the Corporation available for distribution to shareholders shall be distributed among the holders of Series A Preferred Stock and Common Stock pro rata based on the number of shares of Series A Preferred Stock and Common Stock held by each such holders.

(d) Protective Provisions. In addition to any other rights provided herein or by law, the Corporation shall not without first obtaining the approval (by vote or written consent) of the holders of at least 95% of the then outstanding shares of Series A Preferred Stock:

(i) alter or change the rights, preferences or privileges of the shares of Series A Preferred Stock;

(ii) increase or decrease the authorized shares of any series of capital stock of the Corporation;

(iii) authorize or issue, or obligate itself to issue, any other equity security, including any security convertible into or exercisable for any equity security, having a preference over, or being on parity with, the Series A Preferred Stock with respect to voting, dividends, conversion or upon liquidation;

(iv) change the number of directors of the Corporation;

(v) otherwise amend this Certificate of Incorporation in a manner which adversely affects the rights, preferences or privileges of the shares of Series A Preferred Stock; and

(vi) take any of the actions set forth in Article VI(5) hereof.

(e) Deemed Liquidation

(i) For purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to occur if the Corporation shall sell, convey, or otherwise dispose of or encumber all or substantially all of its property

or business or merge into or consolidate with any other corporation or effect any other transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is disposed of.

(ii) The Corporation shall give each holder of record of Series A Preferred Stock written notice of such impending transaction not later than 30 days prior to the shareholder's meeting called to approve such transaction, or 20 days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first such notice shall describe the material terms and conditions of such transaction.

(f) Redemption. The Series A Preferred Stock is not redeemable.

(g) Preemptive Rights. The Series A Preferred Stock shall have the preemptive right to subscribe for any shares of any class of capital stock of the Corporation whether now or hereafter authorized.

4. Common Stock.

(a) Voting Rights. All holders of Common Stock shall be entitled to one vote per share on all matters to be voted on by the Corporation's stockholders; provided, however, that, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation that relates solely to the terms of one or more series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation or pursuant to the General Corporation Law of the State of Delaware.

(b) Dividends. Subject to the preferential dividend rights of any class or series of Preferred Stock outstanding from time to time, holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors of the Corporation, out of any assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

(c) No Preemptive Rights. The holders of Common Stock shall have no preemptive right to subscribe for any shares of any class of capital stock of the Corporation whether now or hereafter authorized.

(d) Redemption of Common Stock. The Corporation shall be obligated to redeem all outstanding shares of Common Stock (a "Required Redemption") as follows:

(i) each issued and outstanding share of Common Stock shall, to the extent the Corporation may lawfully do so, be redeemed by the Corporation at any time after Environmental Cleanup Completion Date (as hereinafter defined) upon receipt by the Corporation of a notice from the holders of at least a majority of the then outstanding shares of Preferred Stock requesting that the Common Stock be

redeemed (a "Redemption Demand"). The Corporation shall effect such redemption by paying in cash in exchange for the shares of Common Stock to be redeemed a sum equal to \$1.00 per share of Common Stock (the "Redemption Price").

(ii) Upon receipt of the Redemption Demand, the Corporation shall send a notice (a "Redemption Notice") to all holders of Common Stock setting forth (A) the place at which such holders may obtain payment of the Redemption Price upon surrender of their share certificates and (B) the date upon which such shares will be redeemed, which date shall be no more than thirty days after receipt of the Redemption Demand (the "Redemption Date").

(iii) On or after the Redemption Date, each holder of shares of Common Stock shall surrender such holder's certificates representing such shares to the Corporation in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be canceled. From and after such Redemption Date all rights of the holders of Common Stock (except the right to receive the Redemption Price without interest upon surrender of their certificates), shall cease and terminate with respect to such shares.

"Environmental Cleanup Completion Date" means the date twenty (20) calendar days after the issuance to the Corporation by the New York State Department of Environmental Services Conservation of (i) a Certificate of Completion, under the Brownfield Cleanup Program or (ii) a No Further Action Letter, under the New York State environmental laws, certifying the Property is in compliance with all outstanding laws, rules, regulations, orders, agreement and decisions for the remediation and cleanup.

ARTICLE V INCORPORATOR

The name and the mailing address of the incorporator of the Corporation is:

<u>Name</u>	<u>Mailing Address</u>
Elisabeth Falaleev	Paul, Hastings, Janofsky & Walker LLP 1055 Washington Boulevard Stamford, CT 06901-2217

ARTICLE VI
MANAGEMENT OF THE BUSINESS OF THE CORPORATION

For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

1. The number of directors constituting the Board of Directors shall be 2 until changed by a unanimous vote or written consent of the Board of Directors.

2. So long as (i) any Common Stock remains issued and outstanding and (ii) no Preferred Stock is issued and outstanding, the holders of Common Stock, voting together as a separate class, shall be entitled to elect two (2) members of the Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors (each, a "Common Designee"). If any Common Designee has been elected, and shares of Common Stock are then outstanding, any vacancy in the office of such designee shall be filled in accordance with the preceding sentence.

3. So long as any Preferred Stock is issued and outstanding, the holders of Preferred Stock, voting together as a separate class, shall be entitled to elect two (2) members of the Board of Directors at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors (each, a "Preferred Designee"). If any Preferred Designee has been elected, and shares of Preferred Stock are then outstanding, any vacancy in the office of such designee shall be filled in accordance with the preceding sentence.

4. The name and mailing address of the persons who are to serve as the initial Board of Directors are as follows:

Paul W. Adler, 2 Brookwood Lane, New City, NY 10956; and

Martin L. Edelman, 55 Hillside Drive, Rye, NY 10580.

5. Notwithstanding any provision to the contrary in this Certificate of Incorporation or the bylaws of the Corporation, the Corporation may not without the prior affirmative, unanimous vote or written consent of the Board of Directors approve the taking of any Material Action.

"Material Action" means any action to:

(i) institute proceedings to have the Corporation be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Corporation or file a petition seeking, or consent to, reorganization or relief with respect to the Corporation under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the

Corporation or a substantial part of its property, or make any assignment for the benefit of creditors of the Corporation, or admit in writing the Corporation's inability to pay its debts generally as they become due, or take action in furtherance of any such action, or, to the fullest extent permitted by law, dissolve or liquidate the Corporation;

(ii) cause the Corporation to borrow money or otherwise enter into any financing (including, without limitation, acquisition, interim, permanent, development or construction financing), refinancing or securitization involving the Corporation or the Property, and the execution and delivery of any documents, agreements or instruments evidencing, securing or relating to any such financing, including the approval of any modification, extension, renewal or any recasting of any such financing and the execution and delivery of any documents, agreements or instruments related thereto;

(iii) institute any material legal proceedings in the name of the Corporation, settle any material legal proceedings against the Corporation or confess any judgment against the Corporation;

(iv) possess any assets of the Corporation (including any portion of the Property) for other than Corporation purposes;

(v) issue or sell any debt or equity securities or securities by their term convertible into or exchangeable for Common Stock or Preferred Stock or options to purchase or rights convertible or exchangeable securities of the Corporation or the Property;

(vi) declare or pay any dividend, stock split, subdivision or similar transaction;

(vii) change any auditor or independent accounting firm, title company or counsel of the Corporation;

(viii) determine the types of and amounts of insurance coverage on the Property, and the deductibles and underwriters with regard thereto;

(ix) obligate the Corporation as a surety, guarantor, indemnitor or accommodating party to any obligation;

(x) lend funds belonging to the Corporation or extend credit on behalf of the Corporation other than in the Ordinary Course (as defined below);

(xi) hire any employees of the Corporation;

(xii) cause the sale, transfer, assignment, conveyance, exchange or other disposition of all or substantially all of the assets of the Corporation or cause the Corporation to engage in any merger, consolidation, reorganization, restructuring or other similar business transaction involving the Corporation;

(xiii) invest in, purchase or otherwise acquire any direct or indirect beneficial ownership interest in any partnership, corporation, limited liability company or similar entity;

(xiv) approve any budget and operating plan of the Corporation and any amendments or modifications thereto;

(xv) enter into, renew, modify or terminate any agreement for the provision of services;

(xvi) lease any portion of the assets of the Corporation;

(xvii) establish reserve accounts;

(xviii) enter into or consummate any transaction or arrangement with any affiliate or any transaction involving an actual or potential conflict of interest;

(xix) amending this Certificate of Incorporation; and

(xx) enter into any agreement or incur any obligation on behalf of the Corporation or to take any action with respect to the Corporation which is not otherwise a Material Action hereunder but which would be considered by reasonably prudent persons to be out of the ordinary course of business of the Corporation or out of the normal day-to-day management of the Corporation (the "Ordinary Course").

6. Notwithstanding any provision to the contrary in this Certificate of Incorporation or the bylaws of the Corporation, the environmental remediation of the Property as required by, and consistent with, applicable New York State law and regulatory programs shall not be a Material Action and shall be considered to be in the Ordinary Course, provided, however, that said actions do not otherwise require consent under Article VI (5), (i) through (xiv), (xv) (it being understood and agreed that no consent shall be required to enter into, renew, modify or terminate any agreement for the provision of services as may be reasonably necessary to accomplish the environmental remediation of the Property as required by, and consistent with, applicable New York State law and regulatory programs, provided, however, that other matters within the purview of (xv) shall require consent) and (xvi) through (xxi).

7. The Board of Directors shall cause the Corporation to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board of Directors also shall cause the Corporation to:

- (a) maintain its own separate books and records and bank accounts;
- (b) at all times hold itself out to the public and all other Persons (as hereinafter defined) as a legal entity separate from any other Person;
- (c) have a Board of Directors separate from that of any other Person;
- (d) file its own tax returns, if any, as may be required under applicable law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes so required to be paid under applicable law;
- (e) not commingle its assets with assets of any other Person;
- (f) conduct its business in its own name and strictly comply with all organizational formalities to maintain its separate existence;
- (g) maintain separate financial statements;
- (h) pay its own liabilities only out of its own funds;
- (i) maintain an arm's length relationship with its Affiliates (defined as any Person directly or indirectly controlling, controlled by, or under common control with the Corporation. For purposes of this definition, the term "control", when used with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise);
- (j) pay the salaries of its own employees, if any;
- (k) not hold out its credit or assets as being available to satisfy the obligations of others;
- (l) allocate fairly and reasonably any overhead for shared office space;
- (m) use separate stationery, invoices and checks;
- (n) not pledge its assets for the benefit of any other Person;
- (o) correct any known misunderstanding regarding its separate identity;
- (p) cause its Board of Directors to meet at least annually or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Delaware corporation formalities; and

(q) cause the directors, officers, agents and other representatives of the Corporation to act at all times with respect to the Corporation consistently and in furtherance of the foregoing and in the best interests of the Corporation.

8. The Board of Directors shall not cause or permit the Corporation to:

(a) obligate the Corporation as a surety, guarantor, indemnitor or accommodating party to any obligation;

(b) engage, directly or indirectly, in any business other than the actions required or permitted to be performed under this Certificate of Incorporation;

(c) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person (other than pursuant to a Required Redemption);

(d) to the fullest extent permitted by law, consolidate or merge the Corporation with or into any individual, partnership, corporation, limited liability company, trust or other entity (each, a "Person"), or sell all or substantially all of the assets of the Corporation; or

(e) form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other).

9. Unless and except to the extent that the bylaws of the Corporation shall otherwise require, the election of directors of the Corporation need not be by written ballot.

10. To the fullest extent that the General Corporation Law of the State of Delaware or any other law of the State of Delaware as it exists on the date hereof or as it may hereafter be amended permits the limitation or elimination of the liability of directors, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. No amendment to, or modification or repeal of, this Article VI shall adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such amendment, modification or repeal.

11. Failure of the Corporation, or the Board of Directors on behalf of the Corporation, to comply with any covenant contained in this Certificate of Incorporation shall not affect the status of the Corporation as a separate legal entity or the limited liability of the directors.

ARTICLE VII INDEMNIFICATION

Each person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal,

administrative or investigative and whether by or in the right of the Corporation or otherwise (a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director, officer, employee, agent, attorney or Affiliate of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, partner (limited or general), agent, attorney or Affiliate of another corporation or of a partnership, joint venture, limited liability company, trust or other enterprise, including service with respect to an employee benefit plan, shall be (and shall be deemed to have a contractual right to be) indemnified and held harmless by the Corporation (and any successor to the Corporation by merger or otherwise) to the fullest extent authorized by, and subject to the conditions and (except as provided in the Corporation's bylaws) procedures set forth in the General Corporation Law of Delaware, as the same exists or may hereinafter be amended (but such amendment shall not be deemed to limit or prohibit the rights of indemnification hereunder for the past acts or omissions of any such person insofar as such amendment limits or prohibits the indemnification rights that said law permitted the Corporation to provide prior to such amendment) against all expenses, liability and losses (including attorney's fees, judgments, fines, ERISA taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith.

ARTICLE VIII COMPROMISE OR ARRANGEMENTS

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders of class of stockholders of the Corporation, as the case may be, to be summoned in such manner as said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all of the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

**ARTICLE IX
SECTION 203**

The Corporation expressly elects not to be governed by Section 203 of the Delaware General Corporation Law.

**ARTICLE X
AMENDMENT OF CERTIFICATE OF INCORPORATION**

The Corporation reserves the right, at any time and from time to time, to amend, alter, change, or repeal any provisions contained in this Certificate of Incorporation. Notwithstanding the foregoing, Articles VI and VII and this Article X may not be altered, amended or repealed except by the affirmative, unanimous vote of or written consent of the Board of Directors. All rights, preferences, and privileges of any nature conferred upon stockholders, directors, or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article X.

**ARTICLE XI
AMENDMENT OF BYLAWS**

In furtherance and not in limitation of the powers conferred by the General Corporation Law of Delaware, the Board of Directors of the Corporation is expressly authorized and empowered to adopt, amend and repeal the bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned incorporator has executed this Certificate of Incorporation this 15th day of December, 2004.

/s/ Elisabeth Falaleev
Elisabeth Falaleev
Incorporator

ARTICLES OF ORGANIZATION

OF

ALEXANDER SMITH, LLC

Under Section 203 of the Limited Liability Company Law
of the State of New York

The undersigned, being a natural person of at least eighteen (18) years of age and acting as the organizer of the limited liability company (the "Company") hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York (the "LLCL"), certifies that:

FIRST: The name of the Company is Alexander Smith, LLC.

SECOND: The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the LLCL.

THIRD: The office of the Company is to be located within Westchester County.

FOURTH: There is no date on which the Company is to dissolve.

FIFTH: The Secretary of State is designated as agent of the Company upon whom process against it may be served. The post office address within or without this State to which the Secretary of State shall mail a copy of any process against the Company served upon him or her is: c/o The Excelsior Packaging Group, 159 Alexander Street, Yonkers, New York 10701, Attn: Mr. Ron Shemesh, CEO.

SIXTH: The Company is to be managed by one or more managers.

SEVENTH: A manager shall not be personally liable to the Company or its members for damages for any breach of duty as a manager, except if there shall have been a judgment or other final adjudication adverse to such manager that establishes that such manager's acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that such manager personally gained in fact a financial profit or other advantage to which such manager was not legally entitled or that with respect to a distribution under § 508 of the LLCL, such

manager's acts were not performed in accordance with § 409 of the LLCL. Neither the amendment nor the repeal of this Article shall eliminate or reduce the effect of this Article in respect to any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision. This Article shall neither eliminate nor limit the liability of a manager for any act or omission occurring prior to the adoption of this Article.

EIGHTH: The Company shall have the power to indemnify, to the full extent permitted by the LLCL, as amended from time to time, all persons whom it is permitted to indemnify pursuant thereto.

IN WITNESS WHEREOF, I have subscribed this certificate and do hereby affirm the foregoing as true under the penalties of perjury this 17th day of May, 2010.

/s/ Miriam Blemur
Miriam Blemur, Sole Organizer
MUCHNICK, GOLIEB & GOLIEB, P.C.
200 Park Avenue South, Suite 1700
New York, New York 10003

CT-07

100517000 506

ARTICLES OF ORGANIZATION

OF

ALEXANDER SMITH, LLC

Under Section 203 of the Limited Liability Company Law
of the State of New York

lcc

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED MAY 17 2010

TAX S. _____

BY: Tru

Muchnick, Golieb & Golieb, P.C.
200 Park Avenue South, Suite 1700
New York, New York 10003

FILED
2010 MAY 17 PM 12:38

RECEIVED
2010 MAY 17 PM 12:14

Cust Ref 7842445 as

DRAWDOWN

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STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of
the Department of State, at the City of
Albany, on April 9, 2010.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

Delaware

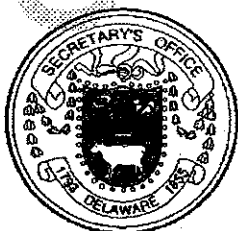
PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"YOUR CITY I, LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "ONE POINT STREET, INC." UNDER THE NAME OF "ONE POINT STREET, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE FIFTH DAY OF APRIL, A.D. 2010, AT 1:58 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.



3897485 8330

100365222

You may verify this certificate online
at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7920870

DATE: 04-08-10

NCR-26

100409000 263

CERTIFICATE OF TERMINATION OF EXISTENCE

OF

YOUR CITY I, LLC

PURSUANT TO SECTION 807 OF THE
LIMITED LIABILITY COMPANY LAW

CONFIDENTIAL

1 CC
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED APR 09 2010

TAXS _____
BY: STG

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019

110

2010 APR -9 AM 11:35

FILED

Drawdown

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NOTICE OF ENVIRONMENTAL EASEMENT

The New York State Department of Environmental Conservation (the “Grantee”), has been granted an Environmental Easement pursuant to Article 71, Section 36 affecting real property located at the following address:

Property Owner/Grantor: _____

The Tax Map Identification No.: _____

NYS Department of Environmental Conservation Site No.: _____

The Environmental Easement for the above referenced property has been filed in the _____ County Clerk’s Office on _____ month _____ day _____ year at Liber _____, Page _____ of Deeds.

The Environmental Easement contains institutional and/or engineering controls that run with the land. The Environmental Easement may restrict the use of the above referenced property to restricted _____ (residential, commercial or industrial).

NOTICE IS HEREBY GIVEN that any activity on the land which might or will prevent or interfere with the ongoing or completed remedial program, including the controls as set forth in the Environmental Easement and the Site Management Plan, must be done in accordance with the Site Management Plan which is incorporated by reference into the Environmental Easement. A copy of the Site Management Plan can be obtained by contacting the Department at derweb@gw.dec.state.ny.us. Be further advised of the notice provisions of NYCRR 375-1.11(d) relative to contemplated significant changes in use.

Failure to Comply with the terms and conditions of the Environmental Easement may subject violators to penalties of up to \$37,500 per day for violation of 6 NYCRR 375-1.11(b).

An electronic version of this environmental easement has been accepted by the New York State Department of Environmental Conservation and is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>.

LIST OF PARTIES TO RECEIVE NOTICE OF EASEMENT

Liber 121 cp 77

Dated 1847 - Sampson Simpson to The Hudson River Rail Road Company

Liber 146 cp 67

Dated 1850 - Hudson R.R. R. Co. to Sampson Simpson

Liber 642 cp 31

Dated 1867 - State of New York to Henry A. Dingee

Liber 811 cp 419

Dated 1872 - State of New York to Thomas C. Cornell

Liber 972 cp 116

Dated 1874 - State of New York to Sidney S. Blackwell

Liber 1126 cp 40

Dated 1884 - State of New York to Sarah Price

Liber 1157 cp 330

Dated 1886 - State of New York to Harman F. Cunningham

Liber 1161 cp 301

Dated 1887 - State of New York to Thomas C Cornell

Liber 1126 cp 470

Dated - 1887 - State of New York to Sarah Price

Liber 1409 cp 6

Dated 1895 - Margaretta Blatzheim to Thomas G. Poole, Thomas Linsky and others

Liber 1192 cp 11

Dated 1889 - State of New York to Palisade Boat Club

Liber 1223 cp 192

Dated – 1891 - State of New York to G. F. Feanwall

Liber 1716 cp 89

Dated 1897 - State of New York to Charlotte McCallum and Others

Liber 1650 cp 38

Dated 1903 - James G Bell, Estate to Annie J Gray

Liber 1651 cp 10

Dated 1903 - James G Bell, Estate to George Martin

Liber 1822 cp 204

Dated 1907 - India Rubber & Gutta Percha Insulating Co. to The N.Y. Central and Hudson River Railroad Company

Liber 1884 cp 275

Dated 1909 - State of New York to Joseph B Thompson

Liber 1884 cp 275

Dated 1909 - State of New York to Joseph B Thompson

Liber 1884 cp 326

Dated 1909 - State of New York to Henry A Dingee

Liber 1884 cp 327

Dated 1909 - State of New York to Henry A. Dingee

Liber 2632 cp 227

Dated -1909 - State of New York to Lavinia Lally

Liber 4405 cp 380 (1) – 1946

The New York Central Railroad Co. to Phelps Dodge Industries, Inc.

Liber 4405 cp 390 (2)

Dated 1946 - The New York Central Railroad Co to Phelps Dodge Industries, Inc.

Liber 6171 cp 452

Dated 1961 - The New York Central Railroad Co. to Phelps Dodge Cooper Products Corp.

Liber 7268 cp 523

Dated 1975 - Robert W Blanchetter, Richard C Bond and John H. McArthur trustees of Penn Central Transportation Co. to Phelps Dodge Industries, Inc.

Liber 7342 cp 797

Dated 1976 - Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen Michael Cohen and Arleen Neustein

Liber 7917 cp 531

Dated 1984 - Phelps Dodge Industries, Inc. to Cablec Corporation

Liber 8922 cp 22

Dated 1987 - The City of Yonkers Industrial Development Agency to Cablec Corporation

Liber 12035 cp 103

Dated 1998 - Electric Power Research Institute Inc. to BICC Cables Corporation

Control No. 402210454

Dated 2000 - BICC Cables Corporation to New York State Dept. of Environmental Conservation

Control No. 450180717

Dated 2005 - One Point Street, Inc. to Blackacre Partners OPS, LLC

**ENVIRONMENTAL EASEMENT
CHECKLIST/CERTIFICATION**
SITE No. C360051

The following requirements and attachments must be included as part of the submission to the Department for an Environmental Easement. Upon completion of the review, an attorney must sign the certification certifying that they have fully completed the checklist. The Department will not accept submissions which have not been signed and certified as complete by both the Remedial Party and Attorney.

1) Verification of ownership of the property

- ☐ Authorized "Person" is signatory on the Easement.
- ☒ Current Deed has been reviewed and correct name of owner has been verified.
- ☒ Ownership of the property has been matched with Title Report.
- ☒ Verification reviewed and included for authority to sign Easement.
- ☒ Updated copies of legal organizational documents have been reviewed and are included. Examples of the appropriate documentation will include, for:
 - corporations: articles of incorporation, organizational agreements, minutes of annual meetings, resolutions, authorities for signature;
 - partnerships: a copy of the partnership agreement; verification that necessary parties are participating in the Easement;
 - trusts: trust agreement, affidavit of no change in the trust; and
 - estates: estate letters, powers of attorney.

2) Verification of Property Subject to Easement

- ☒ Description of the property in the Easement and DEC Agreement/Order/SAC matches description of property in the deed, Schedule A of the Title Report and the Survey. All documents are included in submittal (Separate submittal must be included to explain to the satisfaction of the Department why there is any discrepancy).
- ☒ The Tax Map identifier (SBL) matches on all documents.

3) Survey Review

- ☒ Survey includes metes and bounds description.
- ☒ Survey includes a graphic scale.
- ☒ Survey includes Tax Map # (SBL).
- ☒ Survey includes physical Address and is consistent with Title Report and the DEC Agreement/Order/SAC.
- ☒ Survey locates any Easements already on record.
- ☒ Survey is certified to the People of the State of New York acting through its Commissioner of the Department of Environmental Conservation and to the Title Company.

4) Review of Title Commitment

- ☒ Title Commitment is no more than 6 months old.
- ☒ Title Commitment expressly identifies the correct owner of the property (see Section 1).
- ☒ Title commitment is reviewed to determine all others with an interest in the property (See Schedules A and B of the Title Commitment).
- ☒ Certification Page verifies who is in Title and it is precisely the same person/entity that will execute the Easement.
- ☒ Schedule A has been reviewed and the correct legal description has been reviewed and compared with the deed and survey to resolve any discrepancies.
- ☒ Schedule B has been reviewed:
 - for exceptions, which must be satisfied;
 - to assure that copies of all encumbrances are attached to the title report, or identified so notices can be sent;
 - to assure that any judgments, tax warrants, have been satisfied or disposed of, and documentation that they have been satisfied or disposed of is provided;
 - to assure that all proof requirements (i.e. death certificate, certificate of incorporations, estate papers, powers of attorney, etc.) have been satisfied and documentation is provided; and
 - for mortgages on the property, to assure that all have been identified.
- ☒ Proposed title insurance policy is underwritten by a NYS licensed title insurance company.
- ☒ Title Insurance is in the amount of at least \$35,000 with the State (The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation) listed as the insured.
- ☒ **Title insurance insures the specific property covered by the Easement, not necessarily all the property subject of the NYSDEC agreement, therefore the description of the surveyor is crucial and must be on the face of the survey.**
- ☐ Title Company and attorney certify that the signatures of the identified grantors on the Easement satisfy the legal requirements to provide the State with an Environmental Easement.
- ☒ Title Company letter is included that it will issue the policy upon either the time that Easement is delivered, or recorded, depending on the County requirements.

5) Review of Easement

- ☒ Attorney certifies Easement is in the form provided by the Department and that entries have been made only in those sections where authorized.
- ☒ Draft notice and list of parties required to be mailed to match those appearing under Schedule "B" exceptions. The information to be included both in the draft notice sent for review and to the actual notice sent out to parties are (a) the exception number and (b) the recorded information such as liber and page or instrument number, etc. List of parties is complete and consistent with Title report.
- ☐ Verification that proper party has signed the Easement.
- ☐ Acknowledgement is in the proper form, notary stamp is clear and has a current expiration date.

- ☒ Name, property address, SBL, engineering controls/institutional controls, SMP references and any information that was inserted into the Easement form has been verified as correct and accurate.
- ☐ Two original Easements have been signed by the proper party.
- ☒ Once recorded, the attorney certifies that the appropriate information will be put on the notices and the notices will be served on all parties identified in the title report within 60 days and the proof of service and notices will be provided to NYSDEC within 90 days. In addition a copy of the notice and certification of service on the parties will be filed in the County Clerk's office.

6) Submissions

- ☒ The Environmental Easement Package being submitted to the Department includes the applicable documents set forth in Attachment A.

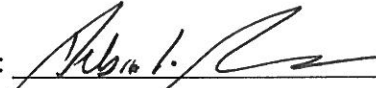
PLEASE READ THE FOLLOWING CAREFULLY

The Remedial Party and the Remedial Party's attorney understand and acknowledge that the New York State Department of Environmental Conservation will rely on each and every answer in this statement: (1) to determine whether the Easement Package can be reviewed in a timely fashion; and (2) to determine whether the Easement Package should be approved. The Remedial Party and the Remedial Party's attorney understand and acknowledge that any false statement or misrepresentation herein will constitute cause for the revocation of the Certificate of Compliance issued in reliance on this checklist and accompanying documentation.

Statement of Certification and Signatures

1) By Remedial Party:


I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief.

Date: May 31, 2011 Signature: 

Print Name: Debra L. Rothberg, Member Blackacre Partners, OPS LLC

2) By Remedial Party's attorney:

I hereby affirm that I am the attorney for Blackacre Partners OPS, Inc. (entity); that I am authorized by that entity to make this certification; that this certification was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief.

Date: 5/31/11 Signature: 

Print Name: SANDRA K. LEBER
DL Rothberg & Associates, P.C.

Attachment

Attachment A

Documents required for a complete Environmental Easement package:

- 1) Copy(ies) of current deed(s).
- 2) Copy of Tax map.
- 3) Complete title report (commitment), current within the last six months.
- 4) Title Company letter that it will issue policy/Pro forma Policy.
- 5) All documentation needed to resolve any remaining title exceptions.
- 6) Complete list of all parties that will be sent notice in lieu of subordinations, including a copy of the draft notice.
- 7) Two original easements and an electronic version submitted to both the project manager and project attorney.
- 8) Proof of authority to obligate owner of property as set forth in "Verification of ownership of property" on the Easement checklist.
- 9) Legal description of the easement area in a Department approved electronic form (i.e., Word).
- 10) Signed Survey, two full size copies; one to be attached to the SMP and one for OGC; and an electronic survey for review to both the project manager and project attorney.
- 11) Attorney Checklist with certification signed by attorney and owner.

NEW YORK
COMMITMENT FOR TITLE INSURANCE
THE SECURITY TITLE GUARANTEE CORPORATION
OF BALTIMORE

The Security Title Guarantee Corporation of Baltimore, ("Company"), for valuable consideration, does hereby certify to the proposed insured named in Schedule A that an examination of title to the land as set forth in Schedule A has been made in accordance with the Company's usual procedures and the Company commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums charges hereof; all subject to the provisions of Schedules A and B hereto and the Conditions and Stipulations, Standard Exclusions and Standard Exceptions hereof, all as set forth herein.

This Commitment shall be null and void: (1) if the fees hereof are not paid; (2) if the proposed insured, his attorney or agent, makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company and (3) upon delivery of the policy.

Any claim arising hereunder or by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of title insurance policy. If the proposed insured acquired or acquires, any interest or lien to be insured hereunder prior to the delivery hereof, the Company assumes no liability hereunder except under the policy when issued.

The use of this Commitment is intended for attorneys only. The exceptions as may be set forth herein may affect the marketability of the title to the land set forth in Schedule A hereto. You should consult your attorney before taking any action based upon the contents hereof. The Company's representative at any closing held hereunder may not and will not act as legal adviser to any of the parties to the closing or draw legal instruments for such parties. Such representative is permitted to be of assistance only to an attorney. You are advised to have your own attorney present at any closing held hereunder.

In Witness Whereof, the Company has caused its Corporate Name and Seal to be hereunto affixed; and this instrument, including the Conditions and Stipulations and Standard Exceptions hereto to become valid when Schedule A and B have been attached hereto.

Signed this ____ day of _____ 20__

Issued by

Authorized Signature



**THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE**

By Sheldon C. Rogan President

ATTEST:

By Marlene B. McBratney Secretary

Questions concerning the within Certificate should be direct to:

HUDSON ABSTRACT SERVICES PROFESSIONAL LLC
10 Schriever Lane
New City, New York 10956
Tel (845) 638-2000
Fax (845) 634-0895

CONDITIONS AND STIPULATIONS

Conditions and Stipulations

If the proposed insured has acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 2 of these Conditions and Stipulations.

Liability of the Company under this Commitment shall be only to the named proposed insured and such other parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in the reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based upon and are subject to the provisions of this Commitment.

Unless the estate or interest in real property covered by this commitment is a cooperative unit or a mortgage upon a cooperative unit, this Commitment provides no insurance for the title to personal property.

Standard Exclusions

The following matters are expressly excluded from the coverage of this Commitment as well as from the Policy and the Company will not pay any loss or damage, costs, attorneys' fees or expenses which arise by reason of:

Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part, or (iv) environmental protection or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice to the enforcement thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violations affecting the land has been recorded in the public records at the date of this Commitment or at the Date of Policy.

Any governmental police power not excluded by (1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in public records at the Commitment Date or at the Date of Policy.

Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at the Date of this Commitment or Date of Policy, but not excluding from coverage any taking which has occurred prior to the Commitment Date or Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

CONDITIONS AND STIPULATIONS

Defects, liens, encumbrances, adverse claims or other matters (a) created, suffered assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of this Commitment or Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to date of this Commitment or Date of Policy (except to the extent that this Commitment or the Policy insures the priority of the lien of an insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or other estate or interest insured by this Commitment or by the Policy.

Any claim, which arises out of the transaction vesting in the insured estate or interest insured by this Commitment or the Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on: (i) the transaction creating the estate or interest insured by this Commitment or by the Policy being deemed a fraudulent conveyance or fraudulent transfer or (ii) the transaction creating the estate or interest insured by this Commitment or the Policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer, or (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

If the estate or interest insured hereunder is a mortgage, then the following matters are expressly excluded from the coverage of this Commitment and the Policy and the Company will not pay loss, or damage costs, attorneys' fees or expenses which arise by reason of: (a) the unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at the date of this Commitment or Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated and/or (b) the invalidity or unenforceability of the lien of the insured mortgage or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

Standard Exceptions

The policy or policies will contain exceptions to the following and the Company will not pay costs, attorneys' fees or expenses which arise by reason of the following unless the same are disposed of to the Company's satisfaction prior to or at the closing:

Taxes, tax liens, tax sales, water rates, sewer and other assessments as set forth in the Policy;

Mortgages as set forth in the Policy;

Judgments, liens as set forth in the Policy;

Any state of facts which an accurate survey might show or

Rights or claims of parties, tenants or persons in possession; and

Covenants, conditions, restrictions, easements, leases, agreement, etc. of record, as more fully set forth in the Policy.

Schedule A

Underwriter No. **865-W**
Title Number: **HAS-16381**

Effective Date: **05/01/2011**

Premises (1) **One Point Street, Yonkers**
Town/Village/City **City of Yonkers**
County **Westchester**

Section 2	Block 2114	Lot 17
Section 2	Block 2114	Lot 20
Section 2	Block 2114	Lot 21
Section 2	Block 2114	Lot 22
Section 2	Block 2114	Lot 24
Section 2	Block 2114	Lot 26
Section 2	Block 2114	Lot 28
Section 2	Block 2114	Lot 29
Section 2	Block 2114	Lot 33
Section 2	Block 2114	Lot 34
Section 2	Block 2114	Lot 35
Section 2	Block 2620	Lot 35
Section 2	Block 2620	Lot 40
Section 2	Block 2625	Lot 15
Section 2	Block 2625	Lot 17
Section 2	Block 2625	Lot 21
Section 2	Block 2625	Lot 23
Section 2	Block 2630	Lot 1
Section 2	Block 2630	Lot 2
Section 2	Block 2630	Lot 3
Section 2	Block 2630	Lot 10

ALTA Owner's Policy 2006 (with Endorsement Modifications)	\$	35,000.00
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Proposed Insured **The People of the State of New York Acting Through Their Commissioner of the Department of Environmental Conservation**

ALTA Loan Policy 2006 (with Endorsement Modifications)	\$
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Proposed Insured

Schedule A

The estate or interest in the land described or referred to in this Certificate and covered herein is: **Fee Simple**

Title to said estate or interest in said land at the effective date hereof is vested in:

One Point Street, Inc.

Source of Title:

Title acquired by Deed from BICC Cables Corporation to One Point Street, Inc. dated December 30, 2004 and recorded on March 29, 2005 in the Westchester County Clerk's Office at Document Control No. 450071021; and

By Deed from One Point Street, Inc. to Your City I, LLC dated May 25, 2006 and recorded on October 5, 2006 in the Westchester County Clerk's Office at Document Control No. 464610403; and

By Confirmatory Deed from Your City I, LLC to One Point Street, Inc. dated April 5, 2010 and recorded on June 29, 2010 in the Westchester County Clerk's Office at Document Control No. 501483185.

Recertified Date: ____/____/____

Title Recertified In:

The land referred to in this Certificate is described as follows:

SCHEDULE "A" DESCRIPTION WITHIN

Schedule A Description

Underwriter No. **865-W**
Title Number **HAS-16381**

Page **1**

Parcel A (Section 2, Block 2114, Lots 20-35)

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

BEGINNING at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

RUNNING THENCE along the westerly side of Ravine Avenue, South 11 degrees, 58 minutes, 47 seconds West, 180.67 feet to the northerly line of land now or formerly of Clyne P. Starke;

THENCE westerly along the northerly line of said land now or formerly of Clyne P. Starke and City of Yonkers, North 72 degrees, 43 minutes, 13 seconds West, 241.76 feet to the easterly side of Glenwood Terrace;

THENCE northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.89 feet to the southerly side of Point Street;

THENCE along the southerly side of Point Street, South 72 degrees, 43 minutes, 13 seconds East, 267.60 feet to the point or place of BEGINNING.

Parcel B (Section 2, Block 2114, Lot 17)

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company, said easterly side of said lands is intersected, or would be intersected, by the prolongation westerly of the southerly side of Point Street; and

RUNNING THENCE South 72 degrees, 43 minutes, 13 seconds East, along the southerly side of, or the prolongation westerly of, the southerly side of Point Street, 25.55 feet to the westerly side of Glenwood Terrace;

THENCE southerly along the westerly line of Glenwood Terrace on a curve to the

Continued On Next Page

Schedule A Description - continued

Underwriter No. **865-W**
Title Number **HAS-16381**

Page **2**

left having a radius of 3,978 feet, an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

THENCE North 72 degrees, 43 minutes, 36 seconds West, along said lands now or formerly of the City of Yonkers, 25.82 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

THENCE northerly, along the easterly side of lands of the New York Central Railroad Company on a curve to the right having a radius of 4,003 feet, an arc distance of 184.77 feet to the point or place of BEGINNING

Parcel C (Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lots 15, 17, 21 and 23; and Section 2, Block 2630, Lots 1, 2, 3 and 10)

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

BEGINNING at a point of intersection of the westerly side of Polychrome Place, formerly Alexander Street, with the westerly prolongation of the centerline of Babcock Place;

RUNNING THENCE along the westerly prolongation of the centerline of Babcock Place, North 81 degrees, 29 minutes, 30 seconds West, 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustein by deed dated 7/16/76 and recorded in the Westchester County Clerk's Office on 8/3/76 in Deed Liber 7342 cp 797;

RUNNING THENCE along said land conveyed,

North 10 degrees, 18 minutes, 30 seconds East, 590.98 feet;

North 81 degrees, 29 minutes, 30 seconds West, 152.79 feet; and

South 14 degrees, 40 minutes, 08 seconds West, 35.21 feet to the point on the westerly prolongation of the southerly line of Lamartine Avenue;

THENCE westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North 81 degrees, 29 minutes, 30 seconds West, 516.42 feet

Continued On Next Page

Schedule A Description - continued

Underwriter No. **865-W**
Title Number **HAS-16381**

Page **3**

to the Pierhead and Bulkhead line established by the U.S. War Department on July 11, 1919;

THENCE along said Pierhead and Bulkhead line;
North 13 degrees, 02 minutes, 36 seconds East, 1,838.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water, granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by Letters Patent dated October 31, 1898 and recorded in the Office of the Secretary of State in Book of Patents No. 50 at Page 203;

THENCE along the northerly line of said Grant, South 76 degrees, 48 minutes, 38 seconds East, 611.48 feet to the westerly line of the New York Central Railroad Company (Hudson Division);

THENCE along land of the Railroad the following courses and distances:
In a southerly direction along a curve to the left having a radius of 4066.00 feet a distance of 224.47 feet;

South 18 degrees, 50 minutes, 15 seconds West, 45.65 feet;

South 81 degrees, 14 minutes, 40 seconds East, 12.85 feet;

South 10 degrees, 09 minutes, 46 seconds West, 137.98 feet;

South 10 degrees, 49 minutes, 13 seconds West, 174.04 feet;

South 17 degrees, 56 minutes, 37 seconds West, 167.48 feet;

South 01 degrees, 19 minutes, 29 seconds West, 392.15 feet;

South 09 degrees, 08 minutes, 17 seconds West, 157.55 feet;

South 03 degrees, 42 minutes, 00 seconds East, 140.01 feet; and

South 01 degrees, 48 minutes, 22 seconds West, 73.62 feet to the northeasterly corner of land described in Liber 8922 Page 54;

THENCE along said land, the following courses and distances:
South 86 degrees, 25 minutes, 30 seconds West, 93.11 feet; and
South 10 degrees, 26 minutes, 00 seconds West, 506.56 feet;

Continued On Next Page

Schedule A Description - continued

Underwriter No. **865-W**
Title Number **HAS-16381**

Page **4**

THENCE South 10 degrees, 36 minutes, 00 seconds West, along the westerly line of lands now or formerly of Babcock Place Associates, a distance of 260.23 feet;

THENCE South 81 degrees, 29 minutes, 30 seconds East, along the southerly line of lands now or formerly Babcock Place Associates, a distance of 115.68 feet to the westerly side of Polychrome Place;

THENCE South 8 degrees, 30 minutes, 30 seconds West, along the westerly side of Polychrome Place, a distance of 50.00 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of the agreements between Habirshaw Wire Company and New York Central and Hudson River Railroad in Liber 1983 cp 364 and Liber 2022 cp 64, with regard to the erection and maintenance of a footbridge from Parcel "C" to Parcel "B" above described.

Underwriter No. **865-W**
Title Number: **HAS-16381**

Schedule B

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

1. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
2. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
3. Subject to any open water and sewer charges, if any.
4. ONE (1) Mortgage, as consolidated, has been returned against the subject property herein.
5. The name of the record owner, One Point Street, Inc., has been searched in the Westchester County Clerk's Office for the past ten (10) years for unpaid Liens and Judgments and One (1) Judgment with NYS Tax Commission and One (1) Declaratory Judgment were found of record (see attached)
6. Two (2) UCC-1 were found of record against the subject property, as follows:
 1. UCC-1 in favor of One Point Street, Inc. filed in the Westchester County Clerk's Office on January 31, 2004 at File No. 45031-0141.
 2. UCC-1 in favor of Satellite Fund II, L.P. filed in the Westchester County Clerk's Office on June 12, 2006 at File No. 46163-6009 which has been assigned to Elisha Otis, LLC.
7. Reverter provisions as set forth in documents recorded in the Westchester County Clerk's Office in Liber 121 at Page 77 and in Liber 146 at Page 67.
8. Terms, covenants, restrictions, reservations, easements and agreements as set forth in documents recorded in the Westchester County Clerk's Office in Liber 6171 at Page 452.
9. Terms and Conditions as set forth in documents recorded in the Westchester County Clerk's Office in Liber 972 at Page 116 (as to Parcels B and C) and Liber 811 at Page 413, Liber 1126 at Page 470, Liber 1157 at Page 330, Liber 1161 at Page 301, Liber 1192 at Page 11, Liber 1223 at Page 192, Liber 1884 at Page 275, Liber 1884 at Page 326, Liber 1884 at Page 327, Liber 642 at Page 31 and Liber 2632 at Page 227 (only as to lands now under water and not appropriated to the beneficial uses of an upland owner pursuant to said Letter Patent.
10. Rights of the People of the State of New York in those portions of the property now under the waters of the Hudson River.

Continued On Next Page

Schedule B

11. Rights of the Federal Government to enter upon and take possession without compensation of lands now or formerly lying below the high water mark of the Hudson River, but notwithstanding such rights this policy will insure that the possession of the insured in said lands will not be disturbed, by reason of the exercise of such rights and if any of said lands are taken by the United States of America by reason thereof that compensation will be paid therefore as in condemnation.
12. No title is insured to any land lying beyond solid ground.
13. Sewer Pipe Reservation recorded in the Westchester County Clerk's Office in Liber 1650 at Page 38 and Liber 1651 at Page 10.
14. Agreements recorded in the Westchester County Clerk's Office in Liber 7268 at Page 523.
15. Rights of the City of Yonkers to use, maintain and extend sewer pipes as shown on map filed in the Westchester County Clerk's Office as Filed Map No. 6108, as recited in Liber 4405 at Page 380 and Reservations, Easements and Agreements as set forth in Liber 4405 at Page 380.
16. Rights of the City of Yonkers to use, maintain and extend sewer pipes as set forth in documents recorded in the Westchester County Clerk's Office in Liber 1126 at Page 470, Liber 1716 at Page 89 and Liber 1884 at Page 275.
17. Terms, Covenants and Conditions of a Lease made by India Rubber and Gutta Perch Insulation Company to the New York Central and Hudson River Railroad recorded in the Westchester County Clerk's Office in Liber 1822 at Page 204.
18. Reservation of drainage rights recorded in the Westchester County Clerk's Office in Liber 1409 at Page 6 and reported in numerous deeds of record.
19. Easement Agreement recorded in the Westchester County Clerk's Office in Liber 7342 at Page 797.
20. Boundary Line Agreement recorded in the Westchester County Clerk's Office in Liber 8922 at Page 22.
21. Declaration of BICC Cables Corporation regarding Order and Consent with the New York State Department of Environmental Conservation recorded in the Westchester County Clerk's Office on August 17, 2000 at Document Control No. 402210454.
22. Together with and subject to an Agreement as set forth in deed from Phelps Dodge Industries, Inc. to Cablec Corporation recorded in the Westchester County Clerk's Office in Liber 7917 at Page 531.
23. Together with and subject to covenants, easements and agreements as set forth in Deed to BICC Cables Corporation recorded in the Westchester County Clerk's Office in Liber 12035 at Page 103.

Underwriter No. **865-W**
Title Number: **HAS-16381**

Schedule B

24. Easement Agreement made by and between One Point Street, Inc. and Blackacre Partners OPS, LLC dated January 7, 2005 and recorded on April 4, 2005 in the Westchester County Clerk's Office at Document Control No. 450180717 and amended by Amendment to Easement Agreements recorded in the Westchester County Clerk's Office at Document Control No. 502153510.
25. Track Lease and Operating Rights Agreement between CSX Transportation, Inc. and Blackacre Partners OPS, LLC dated as of September 12, 2007 and intended not to be recorded.
26. Terms and conditions contained in the following grants made by The People of the State of New York to the persons listed below and filed in the New York State, Department of State, as follows:
 - a. Alfred Jones dated July 1, 1872;
 - b. Thomas Lawrence dated October 14, 1858;
 - c. Charlotte McCallum dated October 16, 1897;
 - d. Feliz P. Bechet dated September 24, 1897;
 - e. James Jackson dated April 4, 1895;
 - f. Catherine M. Lally dated November 15, 1894;
 - g. New York Central Railroad Co dated August 14, 1904;
 - h. Franz Platzheim dated November 20, 1889;
 - i. Joseph Jennings dated November 17, 1853;
 - j. The India Rubber and Gutta Percha Insulation Company dated October 31, 1896.
27. Rights and interests under Section 1.2 and 1.4 of the Agreement between One Point Street, Inc. and Blackacre Partners OPS, LLC dated December, 2004.
28. Rights, restrictions and conditions contained in Section 3.7, 5.3 and 19 of the Liability Transfer Agreement between BICC Cables Corporation, Phelps Dodge Corporation, One Point Street, Inc. and Blackacre Partners OPS, LLC dated December 30, 2004.

Mortgages

Mortgage Number 1 of 3 Mortgage Type **Mortgage, Assignment of Leases and Rents** Underwriter No. **865-W**
Title Number **HAS-16381**
Mortgagor **One Point Street, Inc.**
Mortgagee **USA Commercial Mortgage Company**
Amount **\$24,000,000.00** Mortgage Tax Paid **\$ 420,000.00**
Dated **01/11/2005**
Recorded **04/04/2005**
Control No. **450320262**

Agreement

1a

Type **First Amendment to Mortgage**
Party of the First Part **One Point Street, Inc.**
Party of the Second Part **Fidelity Title Company as Trustee**
Dated **01/11/2005**
Recorded **04/05/2005**
Control No. **451300363**

This Agreement modifies the mortgage to increase the amount of \$23,500,000.00.

Assignment of Mortgage

1b

Assignor **Robin B. Graham, Trustee of the Graham Family Marital Trust dated February 13, 1997**
Assignee **Robin B. Graham and Celia Allen-Graham, Trustees of the Graham Family Trust dated October 26, 1989**
Dated **08/02/2005**
Recorded **05/02/2006**
Control No. **460540137**
Assigns 100% of \$150,000.00.

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Continued On Next Page

Mortgages - continued

Assignment of Mortgage

1c

Assignor **Pat A. Dolce**
Assignee **Pat A. Dolce and Lora Dean Dolce (husband and wife - jtwros)**
Dated **04/19/2005**
Recorded **05/02/0206**
Control No. **460540153**
Assigns 100% of \$100,000.00.

Assignment of Mortgage

1d

Assignor **George A. Roberts and Sharon D. Roberts, Trustees of the Roberts Trust dated March 11, 2003**
Assignee **Pensco Trust Company, Inc., as Custodian for Robert William Ulm, IRA**
Dated **09/15/2005**
Recorded **05/02/2006**
Control No. **460540205**
Page
Assigns 100% of \$50,000.00.

Assignment of Mortgage

1e

Assignor **George A. Roberts and Sharon D. Roberts, Trustees of the Roberts Trust dated March 11, 2003**
Assignee **James N. Deglandon and Maureen Detoy, (jtwros)**
Dated **09/15/2005**
Recorded **05/02/2006**
Control No. **460540212**
Assigns 100% of \$100,000.00.

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Continued On Next Page

Mortgages - continued

Assignment of Mortgage

1f

Assignor **James R. Bonfiglio and Donna M. Bonfiglio, as Trustees of the Bonfiglio Family Limited Partnership**

Assignee **James R. Bonfiglio and Donna M. Bonfiglio, General Partners of the Boardwalk Investments Limited Partnership**

Dated **04/05/2005**

Recorded **05/02/2006**

Control No. **460540217**

Assigns 100% of 100,000.00.

Assignment of Mortgage

1g

Assignor **Sandra O. Masters, Trustee of the Charles T. Masters and Sandra O. Masters Family Trust dated October 9, 1992**

Assignee **E. Grace Marston, as Trustee of the Marston Family Trust dated August 13, 1993**

Dated **07/26/2005**

Recorded **05/02/2006**

Control No. **460540236**

Assigns 100% of \$50,000.00.

Assignment of Mortgage

1h

Assignor **Robert Patterson-Rogers and Joyce Patterson-Rogers**

Assignee **Robert C. Patterson-Rogers and Joyce Patterson-Rogers, as Trustees of the Patterson-Rogers Family 2001 Trust dated September 5, 2001**

Dated **07/22/2005**

Recorded **05/02/2006**

Control No. **460540255**

Assigns 100% of \$50,000.00.

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Continued On Next Page

Mortgages - continued

Assignment of Mortgage

1i

Assignor **Bruce A. Zebott and Sally R. Zebott, as Trustees of the Bruce and Sally Zebott Living Trust dated September 28, 2004**

Assignee **Peter W. Capone and Deidre D. Capone (husband and wife)**

Dated **10/11/2005**

Recorded **05/02/2006**

Control No. **460540269**

Assigns 100% of \$50,000.00.

Assignment of Mortgage

1j

Assignor **William L. McQuerry, as Trustee of the McQuerry Family Partnership**

Assignee **William L. McQuerry, as Trustee of the McQuerry Family Trust dated January 25, 1980**

Dated **10/02/2005**

Recorded **05/02/2006**

Control No. **460540274**

Assigns 100% of \$100,000.00.

Assignment of Mortgage

1k

Assignor **Vickie Pieper**

Assignee **Vickie Pieper, as Trustee of the Vickie Pieper Living Trust dated September 16, 2005**

Dated **10/14/1005**

Recorded **05/02/2006**

Control No. **460540279**

Assigns 100% of \$50,000.00.

Assignment of Mortgage

1l

Assignor **Grant J. Fischer, Trustee of the G.J. Gischer Trust dated November 9, 192**

Assignee **Grant J. Fischer, Trustee of the G.J. Gischer Trust dated November 9, 192**

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Continued On Next Page

Mortgages - continued

Assignment of Mortgage

1m

Assignor **Grant J. Fischer**
Assignee **Grant J. Fischer, Trustee of the G.J. Gischer Trust dated November 9, 1992**
Dated **03/03/2005**
Recorded **05/02/2005**
Control No. **460540284**
Assigns 100% of \$50,000.00.

Assignment of Mortgage

1n

Assignor **Kay Hart**
Assignee **Kay K. Hart and Kay M. Cantrell (jtwros)**
Dated **03/02/2005**
Recorded **05/02/2006**
Control No. **460540287**
Assigns 100% of \$50,000.00.

Assignment of Mortgage

1o

Assignor **Steven M. Smith, Trustee of the Steven M. Smith 1999 Living Trust Agreement dated April 7, 1999**
Assignee **USA Investment Partners**
Dated **10/31/2005**
Recorded **06/30/2006**
Control No. **461710456**
Assigns 100% of \$50,000.00.

Assignment of Mortgage

1p

Assignor **Ernest J. Keller, Jr. Trustee of the Ernest J. Keller, Jr. Revocable Trust dated March 8, 2001**
Assignee **Ernest J. Keller, Jr. and Helen Keller, Trustees of the Keller Family Trust dated September 16, 2005**
Dated **12/01/2005**
Recorded **06/30/2006**
Control No. **461710460**
Assigns 100% of \$100,000.00.

Title Company will require a written payoff statement prior to closing.

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Continued On Next Page

Mortgages - continued

Agreement

1q

Type	Second Amendment to Mortgage
Party of the First Part	One Point Street, Inc.
Party of the Second Part	Fidelity Title Company as Trustee (Beneficiary USA Commercial Mortgage Company)
Dated	04/21/2005

This document has not been recorded but is recited in the Mortgage recorded at Control No. 463030113

Assignment of Mortgage

1r

Assignor	USA Commercial Mortgage Company on behalf of itself and as agent for all the holders of the mortgage (including the mortgages listed in the Mortgage and the assignees thereof)
Assignee	Satellie Fund II, L.P.
Dated	05/25/2006
Recorded	10/05/2006
Control No.	462610420

Reduced principal amount of \$23,500,000.00.

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Continued On Next Page

Mortgages - continued

Mortgage Number	2	of 3	Mortgage Type	Mortgage, Assignment of Leases and Rents	Underwriter No.	865-W
					Title Number	HAS-16381
Mortgagor	Your City I, LLC					
Mortgagee	Satellite Fund II, LLP					
Amount	\$41,500,000.05		Mortgage Tax Paid	\$ 747,000.00		
Dated	05/25/2006					
Recorded	12/15/2006					
Control No.	463030113					

Document consolidates Mortgage No. 1 and Mortgage No. 2 herein to form a single lien in the amount of \$65,000,000.00.

Assignment of Mortgage

2a

Assignor	Satellite Fund II, LLP
Assignee	Westchester Communities, LLC
Dated	11/20/2007
Recorded	06/25/2010
Control No.	501253033

Assigns Mortgage No. 2, as consolidated.

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Continued On Next Page

Mortgages - continued

Mortgage Number **3** of **3** Mortgage Type **Mortgage, Assignment of Leases and Rents** Underwriter No. **865-W**
Title Number **HAS-16381**

Mortgagor **Your City I, LLC**

Mortgagee **Westchester Communities, LLC**

Amount **\$32,325,000.00**
Dated **11/20/2007**
Recorded **06/25/2010**
Control No. **501253090**

Document consolidates Mortgage No. 1, Mortgage No. 2 and Mortgage No. 3 herein to form a single lien in the amount of \$97,325,000.00.

Assignment of Mortgage

3a

Assignor **Westchester Communities, LLC**
Assignee **Elisha Otis, LLC**
Dated **07/28/2010**
Recorded **09/02/2010**
Control No. **502153565**

Title Company will require a written payoff statement prior to closing.

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Survey Reading

Underwriter No. **865-W**
Title Number **HAS-16381**

Page **1**

Survey made by H2M Architects - Engineers dated May 26, 2011 shows:
As to Parcel A:

Survey made by H2M Architects - Engineers dated May 26, 2011 shows:

1. Variation between wall and chain link fence along wall, and southerly line.
2. Chain link fence varies with easterly and northerly lines.
3. 10 foot sanitary sewer easement cross westerly portion of premises. Fences and walls extend onto the easement area.

(Said survey covers premise and more).

As to Parcel B:

Survey made by H2M Architects - Engineers dated May 26, 2011 shows:

1. Variations between concrete wall (with picket fence atop) and easterly line of record title.
2. Concrete wall is not on part of the southerly line of record title.
3. Variations between concrete wall with iron fence atop and easterly line of record title.
4. Guard rail is not on the northerly line of record title.

(Said survey covers premises and more).

As to Parcel C:

Survey made by H2M Architects - Engineers dated May 26, 2011 shows:

1. Concrete paved area and ingress and egress easements in southerly portion of the land partly on the land and partly on property adjoining on the east and west.
2. Forty-eight inch brick sewer line extends through the southerly portion of the land.
3. Sewer pipe reservation located in the westerly portion of the land.
4. Walls extend up to 2.3 feet onto the property adjoining on the north.
5. Easements extend through the northerly portion of the land. Fences and walls extend on top easement areas.
6. Variations between chain link fences and portions of record lines of title. A chain link fence lies up to 4.34 feet inside the easterly line of record title.
7. Guard rail encroaches onto the land from the property adjoining on the east.
8. Variations between stone wall and portion of easterly line.
9. Concrete and metal bridge located at the easterly portion of premises. Policy excepts rights and easements of others by reason thereof.
10. Railroad track lies within the crosses portion of easterly line. Policy excepts rights of others by reason thereof.
11. Variations between concrete pavement and portion of easterly line.

Survey Reading

Underwriter No. **865-W**

Title Number **HAS-16381**

Page **2**

12. Concrete curb north of portion of southerly line.
13. Variations between bulkhead and pierhead established lines.
14. Utility poles and wires upon and across the land.

(Survey covers premises and more).

Judgments

Underwriter No. **865-W**
Title Number **HAS-16381**

1 Court **Declaratory Judgment** County **Westchester**

Amount \$ **0.00**

Docketed **10/18/2007** Perfected **/ /**

Plaintiff **Pirro Group, LLC**

Defendant **One Point Street, Inc. and
Homes for America Holdings, Inc.**

File No. **21683/07**

State Municipal Department Searches

Underwriter No. **865-W**

Title Number **HAS-16381**

Page **1**

All searches and their results are provided at the request of the mortgagee/purchaser or their respective counsels. The Company does not in any event, insure that the buildings or other improvements situate on the premises or their uses either actual or intended, comply with Federal, State or Municipal laws, regulations or ordinances and therefore assumes no liability whatsoever by reason of the ordering of such searches and does not insure their accuracy. The following results are hereby provided for informational purposes only.

CERTIFICATE OF OCCUPANCY

See Attached

HOUSING AND BUILDING

See Attached

FIRE SEARCH

See Attached

STREET REPORT

See Attached

TAX SEARCH

See Attached

ID-5807299-040

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z1

DATE: 5/12/2011

PREMISES: 76 POINT STREET, YONKERS

CITY OF YONKERS

ACREAGE: 0.11 LOT SIZE: NA

ASSESSED OWNER: ONE POINT STREET INC.

TAX CLASSIFICATION: 330

ASSESSED VALUE: CITY 1800/1800

SD: YONKERS SECTION: 2 BLOCK: 2114 LOT: 17

RETURNS

SEC: 2 BLOCK: 2114 LOT: 17

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$276.48 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$397.73 OPEN DUE BY 8/24

2 1/3 TAX \$397.72 OPEN DUE BY 10/6

3 1/3 TAX \$397.72 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

PAID
THE CITY OF YONKERS
2. CURRENT COUNTY TAX
BLOCK 0214
FIRST LOT 017
LAST LOT 000
TAX YEAR 2011
276.48
8.86
1. CURRENT CITY TAX
BLOCK 0214
FIRST LOT 017
LAST LOT 000
TAX YEAR 2011
1,193.17
154.46
1,632.97
1,632.97
CHECK
TOTAL
1-88372 1 10 12:38 PM MAY 26, 2011



www.orps.state.ny.us/cfapps/MuniPro/

NOTICE: IT IS TO BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THE RETURNS ARE GUARANTEED TO SECTION, BLOCK AND LOT. THIS SEARCH IS PREPARED EXCLUSIVELY FOR Hudson Abstract Services on 5/12/2011. 0849-HAS16381Z1

2010/2011 CITY TAX	
AC	
STUB # 3	
Block	Lots
2114	17
Property Address	
76 Point St	
Name	
One Pt St inc	
Payment Due	
12/2010	
Del Amt	1,193.17
Interest	154.46
Fees	
Amount Due	1,347.63

2011 COUNTY TAX	
AC	
Block	Lots
2114	17
Property Address	
76 Point St	
Name	
One Pt St inc	
Payment Due	
4/7/2011	
Del Amt	276.48
Interest	8.86
Fees	
Amount Due	285.34

ONE POINT STREET INC.

1007

DATE 5-25-2011

1-1357/260

CITY of Yonkers

PAY TO THE ORDER OF

\$397 ⁷²/_{xx}

DOLLARS



Security Features
Details on Back

MONOGRAM MANAGED ACCOUNT

Signature
SIGNATURE BANK
Private Client Group 167
200 Park Avenue South, 5th Floor
New York, NY 10003

FOR

⑈001007⑈ ⑆026013576⑆ 1501415967⑈

ONE POINT STREET INC.

1004

DATE 5-25-2011

1-1357/260

CITY of Yonkers

PAY TO THE ORDER OF

\$276 ⁷²/_{xx}

DOLLARS



Security Features
Details on Back

MONOGRAM MANAGED ACCOUNT

Signature
SIGNATURE BANK
Private Client Group 167
200 Park Avenue South, 5th Floor
New York, NY 10003

FOR Sec: 2 Block: 2114 Lot: 17

⑈001004⑈ ⑆026013576⑆ 1501415967⑈

ONE POINT STREET INC.

1005

DATE 5-25-2011

1-1357/260

CITY of Yonkers

PAY TO THE ORDER OF

\$397 ⁷³/_{xx}

DOLLARS



Security Features
Details on Back

MONOGRAM MANAGED ACCOUNT

Signature
SIGNATURE BANK
Private Client Group 167
200 Park Avenue South, 5th Floor
New York, NY 10003

FOR Sec: 2 Block: 2114 Lot: 17

⑈001005⑈ ⑆026013576⑆ 1501415967⑈

ONE POINT STREET INC.

1006

DATE 5-25-2011

1-1357/260

CITY of Yonkers

PAY TO THE ORDER OF

\$397 ¹³/_{xx}

DOLLARS



Security Features
Details on Back

MONOGRAM MANAGED ACCOUNT

Signature

1006

ONE POINT STREET INC.

DATE 5-25-2011

1-1357/260

PAY TO THE ORDER OF City of Yonkers \$ 397¹³/₁₀₀
Three Hundred Ninety Seven Dollars & 13/100 DOLLARS

MONOGRAM MANAGED ACCOUNT

Signature
SIGNATURE BANK
Private Client Group 107
280 Park Avenue South, 5th Floor
New York, NY 10003

FOR Sec: 2 Block: 2114 Lot: 17

Signature

⑈001006⑈+⑈026013576⑈ 1501415967⑈

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z1

DATE: 5/12/2011

PREMISES: 76 POINT STREET, YONKERS

CITY OF YONKERS

ACREAGE: 0.11 LOT SIZE: NA

ASSESSED OWNER: ONE POINT STREET INC.

TAX CLASSIFICATION: 330

ASSESSED VALUE: CITY 1800/1800

SD: YONKERS SECTION: 2 BLOCK: 2114 LOT: 17

RETURNS

SEC: 2 BLOCK: 2114 LOT: 17

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$276.48 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$397.73 OPEN DUE BY 8/24

2 1/3 TAX \$397.72 OPEN DUE BY 10/6

3 1/3 TAX \$397.72 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THE RETURNS ARE GUARANTEED TO SECTION, BLOCK AND LOT. THIS SEARCH IS PREPARED EXCLUSIVELY FOR Hudson Abstract Services on 5/12/2011. 0849-HAS16381Z1

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

TITLE NO. 0849-HAS16381Z1

DATE: 5/12/2011

YONKERS CITY
NEPPERHAN AVENUE & SOUTH
BROADWAY
YONKERS, NY 10701
(914) 377-6000

VILLAGE NONE:

THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.



Scale 1" = 60'

James H. Haffey City Engineer
Sept. 15, 1910

35

IN full or exact thirds.
INFORMATION

ID-5807313-027

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z2

DATE: 5/12/2011

PREMISES: 60 POINT STREET, YONKERS

CITY OF YONKERS

ACREAGE: 1.05 LOT SIZE: 267X180

ASSESSED OWNER: YOUR CITY I LLC

TAX CLASSIFICATION: 330

ASSESSED VALUE: CITY 20000/20000

SD: YONKERS SECTION: 2 BLOCK: 2114 LOT: SEE BELOW

RETURNS

SEC: 2 BLOCK: 2114 LOT: 20,21,22,24,26,28,29,33,34,35

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$3,072.00 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$4,378.80 OPEN DUE BY 8/24

2 1/3 TAX \$4,378.80 OPEN DUE BY 10/6

3 1/3 TAX \$4,378.80 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

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Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

TITLE NO. 0849-HAS16381Z2

DATE: 5/12/2011

YONKERS CITY

NEPPERHAN AVENUE & SOUTH

BROADWAY

YONKERS, NY 10701

(914) 377-6000

VILLAGE NONE:

**THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.**



John A. Hobb
City Engineer
Sept. 22, 1919.

Scale 1" = 80'

35



Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z3

DATE: 5/12/2011

PREMISES: BABCOCK, YONKERS

CITY OF YONKERS

ACREAGE: 3.49 LOT SIZE: NA

ASSESSED OWNER: ONE POINT STREET INC.

TAX CLASSIFICATION: 340

ASSESSED VALUE: CITY 21600/21600

SD: YONKERS SECTION: 2 BLOCK: 2620 LOT: 35

RETURNS

SEC: 2 BLOCK: 2620 LOT: 35

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$3,317.77 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$5,208.55 OPEN DUE BY 8/24

2 1/3 TAX \$5,208.53 OPEN DUE BY 10/6

3 1/3 TAX \$5,208.53 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

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Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

TITLE NO. 0849-HAS16381Z3

DATE: 5/12/2011

YONKERS CITY

NEPPERHAN AVENUE & SOUTH

BROADWAY

YONKERS, NY 10701

(914) 377-6000

VILLAGE NONE:

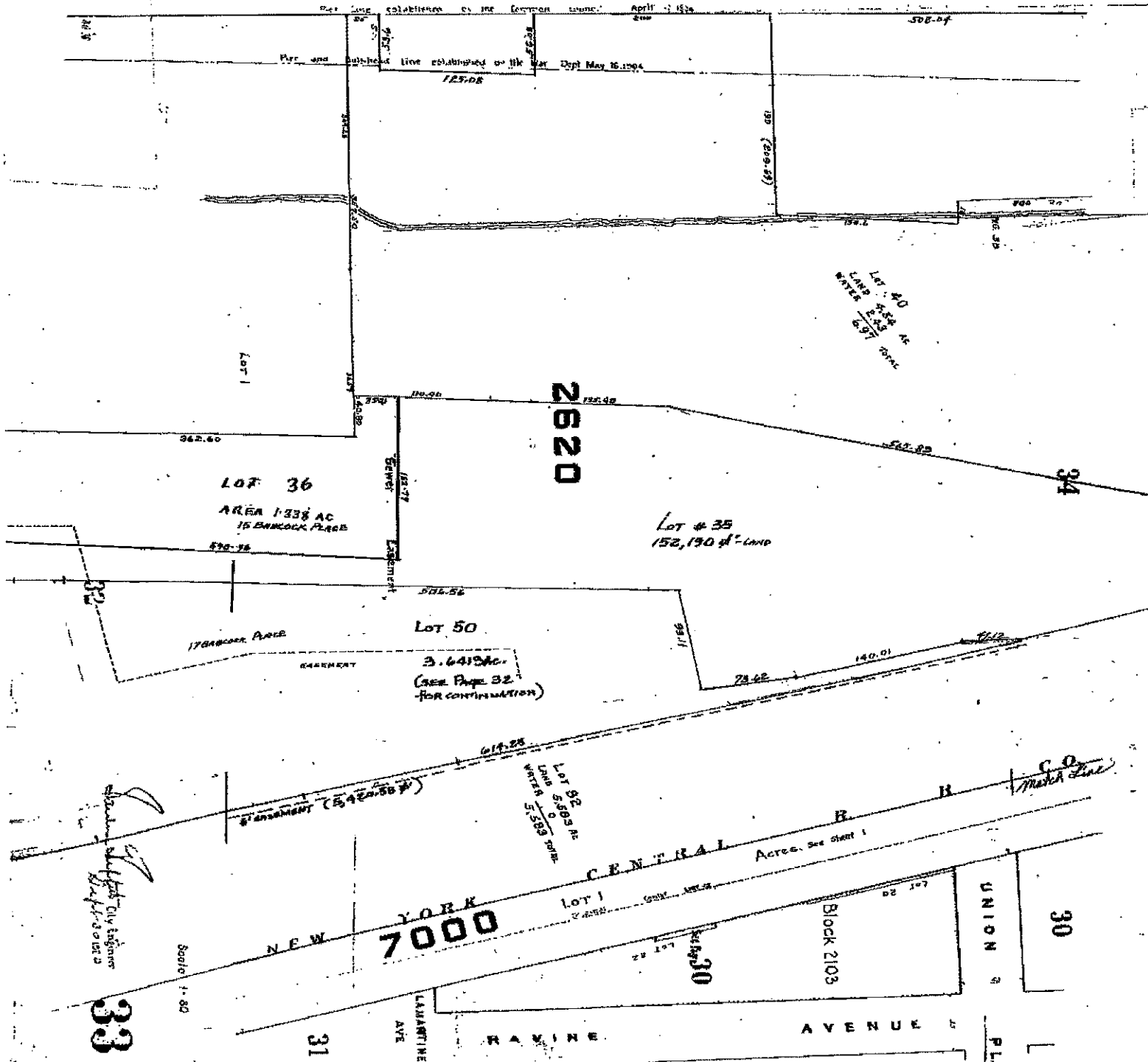
**THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.**

HUDSON

RIVER

Per and Right-of-Way line established by War Dept. July 11, 1902

Revised 1927
1927-1928



ID-5807339-035

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z4

DATE: 5/12/2011

PREMISES: 39-A WATER GRANT, YONKERS

CITY OF YONKERS

ACREAGE: 4.54 LOT SIZE: 850X200

ASSESSED OWNER: ONE POINT STREET INC.

TAX CLASSIFICATION: 340

ASSESSED VALUE: CITY 28300/28300

SD: YONKERS SECTION: 2 BLOCK: 2620 LOT: 40

RETURNS

SEC: 2 BLOCK: 2620 LOT: 40

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$4,346.88 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$6,335.05 OPEN DUE BY 8/24

2 1/3 TAX \$6,335.03 OPEN DUE BY 10/6

3 1/3 TAX \$6,335.03 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THE RETURNS ARE GUARANTEED TO SECTION, BLOCK AND LOT. THIS SEARCH IS PREPARED EXCLUSIVELY FOR Hudson Abstract Services on 5/12/2011. 0849-HAS16381Z4

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

TITLE NO. 0849-HAS16381Z4

DATE: 5/12/2011

YONKERS CITY
NEPPERHAN AVENUE & SOUTH
BROADWAY
YONKERS, NY 10701
(914) 377-6000

VILLAGE NONE:

THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.

R I V E R

~~Pre-war Budapest was destroyed by War Dept July 1945~~

2547
1547-2050

DATE: 1954 RELATIONSHIP TO THE LETTERS: April 1, 1954

Pier and Outhead line established as the War Dept May 16, 1904

125-08

50B-af

Let: 40
LAND 55.54
WATER 2.42

67.96
Total

LOF 36

AREA 1338 AC
15 BUNKER PLACE

690-76

Lot 50

3.6413Ac.
(See Page 32
for confirmation)

Lot # 35
152,190 sq. ft. Land

101 5.583 AC
LAND 5.583 701141-
WATER 5.583

5420.58

N E W

YORK
7000

LOT 1

~~CENTRAL~~

Acres. See sheet 1

UNION

30

PL

R A V I N E

A V E N U E



TO PAY IN PERSON:
CITY OF YONKERS
CITY HALL - CASHIER'S OFFICE
YONKERS, NY 10701-3873

TO PAY ON LINE:
WWW.YONKERSNY.GOV

MAILING ADDRESS:
CITY OF YONKERS
P.O. BOX 900
YONKERS, NY 10702-0900

PROPERTY TAXPAYER'S BILL OF RIGHTS

MONDAY TO FRIDAY
8:30 A.M. - 4:30 P.M.

CITY OF YONKERS

MAKE ALL CHECKS PAYABLE TO:
CITY OF YONKERS

TAX STATEMENT FOR JULY 1, 2010 TO JUNE 30, 2011

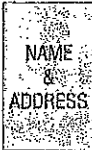
CONFIRMED
07/14/2010

BILL NUMBER
12187

The Assessor estimates the FULL MARKET VALUE of this property
As of OCTOBER 15, 2009 was 151,408

The ASSESSED VALUE of this property
AS of JULY 1, 2010 is 4,300
Based on Final Assessment Roll of April 10, 2010

The UNIFORM PERCENTAGE of VALUE used to establish
assessments is 2.84 %



YOUR CITY I LLC 2 02625
C/O SATELLITE ASSEST MANA 015 000
623 FIFTH AVE FL 21
NEW YORK NY 10022

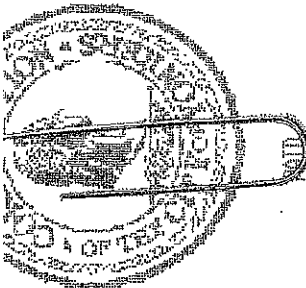
PROPERTY LOCATION • DESCRIPTION • STATE AID INFORMATION				SWIS	551800
SEC/BLK/LOT	02625 15	LOCATION	39-B WATER GRANT		
ACRES	.08	STATE CLASS	340	SCHOOL : 01 YONKERS BOE	
BANK CODE		MTGE		ROLL SEC	1
BUDGETED STATE FUNDING TO:	CITY	132,379,721		SCHOOL	250,581,578

EXEMPTION TYPE	ASSESSED VALUE	FULL VALUE	CITY EXEMPT VALUE	SCHOOL EXEMPT VALUE
----------------	----------------	------------	-------------------	---------------------

TOTAL EXEMPTION	CITY	SCHOOL
-----------------	------	--------

TAXING PURPOSE	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR	TAXABLE VALUE	TAX RATE	TAX AMOUNT
SUBJECT CITY TAX	87,850,586	10.72	4,300	181.57	780.75
SUBJECT SCHOOL	217,849,240		4,300	443.19	1,905.72
UNIT FRONTAGE			31	1.40	43.40
TAXABLE HSG UNIT					
SUNDRY/INT					
ETPA					

TOTAL TAX DUE → 2,729.87



THE CITY OF YONKERS

2. CURRENT COUNTY TAX

BLOCK 02625

FIRST LOT 015

LAST LOT 000

TAX YEAR 2011

PRINCIPAL

INTEREST

1. CURRENT CITY TAX

BLOCK 02625

FIRST LOT 015

LAST LOT 000

TAX YEAR 2011

PRINCIPAL

INTEREST

TOTAL

CHECK

CHECK

1-88336 1 10 10:53 AM May 27, 2011

that City Real Estate Taxes due in full when
hichever is later: Second - October 6, 2010
information date to payment date will be added
alties on any Real Estate Tax Payments
cancelled check is your receipt. If an
its box [].
and a returned check fee.

in full or exact thirds.
INFORMATION

377.34

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z5

DATE: 5/12/2011

PREMISES: 39-B WATER GRANT, YONKERS

CITY OF YONKERS

ACREAGE: 0.72 LOT SIZE: 50X510

ASSESSED OWNER: YOUR CITY I LLC

TAX CLASSIFICATION: 340

ASSESSED VALUE: CITY 4300/4300

SD: YONKERS SECTION: 2 BLOCK: 2625 LOT: 15

RETURNS

SEC: 2 BLOCK: 2625 LOT: 15

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$660.48 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$909.97 OPEN DUE BY 8/24

2 1/3 TAX \$909.95 OPEN DUE BY 10/6

3 1/3 TAX \$909.95 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THE RETURNS ARE GUARAANTEED TO SECTION, BLOCK AND LOT. THIS SEARCH IS PREPARED EXCLUSIVELY FOR Hudson Abstract Services on 5/12/2011. 0849-HAS16381Z5

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

TITLE NO. 0849-HAS16381Z5

DATE: 5/12/2011

YONKERS CITY

NEPPERHAN AVENUE & SOUTH

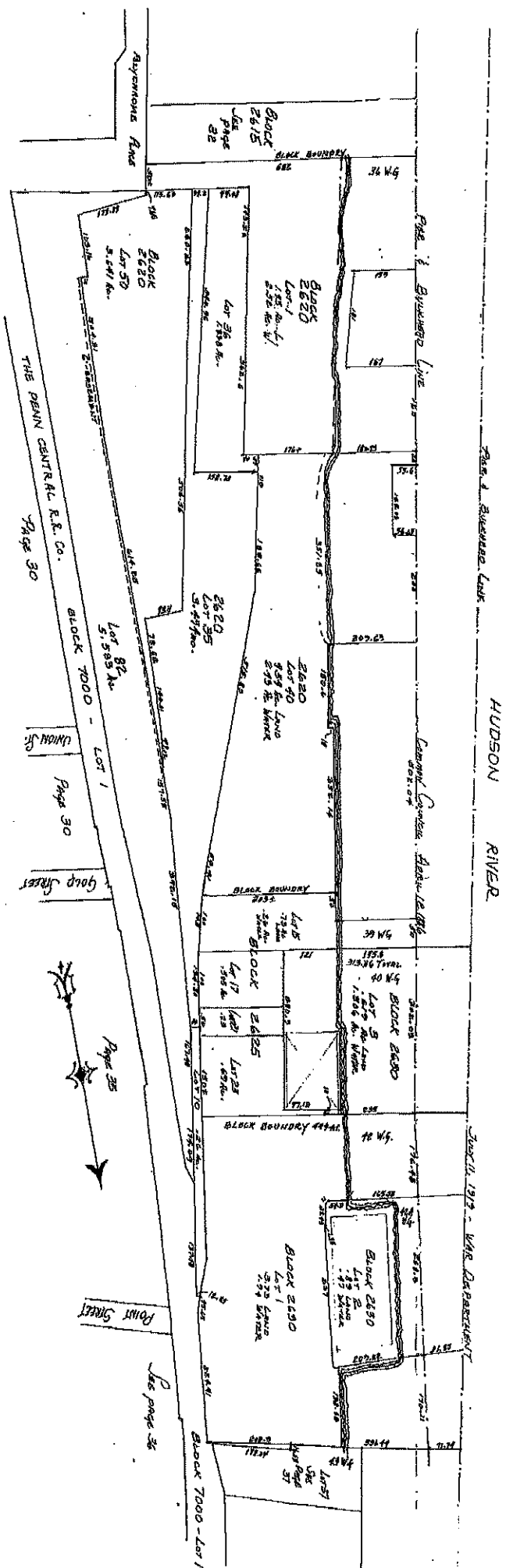
BROADWAY

YONKERS, NY 10701

(914) 377-6000

VILLAGE NONE:

**THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.**



Waples, M. 1991

303.02

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z6

DATE: 5/12/2011

PREMISES: 40 WATER GRANT, YONKERS

CITY OF YONKERS

ACREAGE: 0.5 LOT SIZE: 100X220

ASSESSED OWNER: YOUR CITY I LLC

TAX CLASSIFICATION: 340

ASSESSED VALUE: CITY 3400/3400

SD: YONKERS SECTION: 2 BLOCK: 2625 LOT: 17

RETURNS

SEC: 2 BLOCK: 2625 LOT: 17

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$522.23 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$731.41 OPEN DUE BY 8/24

2 1/3 TAX \$731.39 OPEN DUE BY 10/6

3 1/3 TAX \$731.39 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THE RETURNS ARE GUARANTEED TO SECTION, BLOCK AND LOT. THIS SEARCH IS PREPARED EXCLUSIVELY FOR Hudson Abstract Services on 5/12/2011. 0849-HAS16381Z6

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

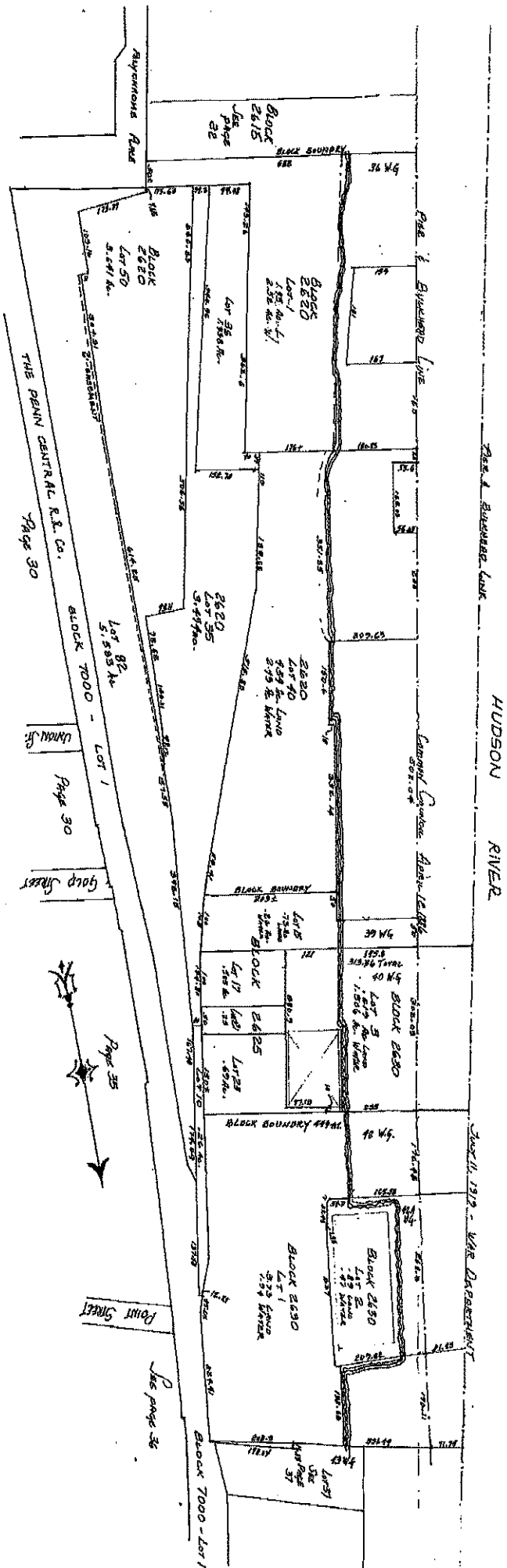
TITLE NO. 0849-HAS16381Z6

DATE: 5/12/2011

YONKERS CITY
NEPPERHAN AVENUE & SOUTH
BROADWAY
YONKERS, NY 10701
(914) 377-6000

VILLAGE NONE:

THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.



Supplement pages 35, 39, 39, 39, 37
November 1911

MAKE ALL CHECKS
PAYABLE TO:
CITY OF YONKERS

TO PAY ON LINE:
WWW.YONKERSNY.GOV

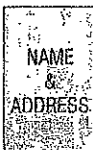
MAILING ADDRESS:
CITY OF YONKERS
P.O. BOX 900
YONKERS, NY 10702-0900

PROPERTY TAXPAYER'S BILL OF RIGHTS

The Assessor estimates the FULL MARKET VALUE of this property
As of OCTOBER 15, 2009 was 49,296

The ASSESSED VALUE of this property
AS of JULY 1, 2010 is 1,400
Based on Final Assessment Roll of April 10, 2010

The UNIFORM PERCENTAGE of VALUE used to establish assessments is 2.84 %



YOUR CITY I LLC 2 02625
C/O SATELLITE ASSEST MANA 021 000
623 FIFTH AVE FL 21
NEW YORK NY 10022

PROPERTY LOCATION • DESCRIPTION • STATE AID INFORMATION				SWIS	551800
SEC/BLK/LOT	02625 21	LOCATION	41	WATER GRANT	
ACRES	.05	STATE CLASS	340	SCHOOL : 01 YONKERS BOE	
BANK CODE		MTGE		ROLL SEC 1	
BUDGETED STATE FUNDING TO:		CITY	132,379,721	SCHOOL	250,581,578

EXEMPTION TYPE	ASSESSED VALUE	FULL VALUE	CITY EXEMPT VALUE	SCHOOL EXEMPT VALUE
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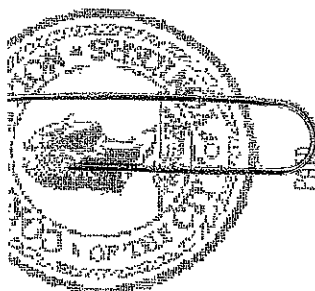
TOTAL EXEMPTION	CITY	SCHOOL
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TAXING PURPOSE	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR	TAXABLE VALUE	TAX RATE	TAX AMOUNT
SUBJECT CITY TAX	87,850,586	10.72	1,400	181.57	254.20
SUBJECT SCHOOL	217,849,240		1,400	443.19	620.47
UNIT FRONTAGE			107	1.40	149.80
TAXABLE HSG UNIT					
SUNDRY/INT					
ETPA					
	ck # 1013		\$1,239.50/xx	City County	132.46 7.07

TOTAL TAX DUE	1,024.47
---------------	----------

This statement represents the total City Tax payment due on the property described above. The City Charter requires that City Real Estate Taxes due in full when confirmed. Taxes may be paid in three installments: First - on or before July 6, 2010 or 30 days after confirmation, whichever is later; Second - October 6, 2010 or 30 days after confirmation; and Third - January 6, 2011 or 30 days after confirmation. Confirmation date to payment date will be added to any Real Estate Tax Payments cancelled on your receipt, if an s box []. A returned check fee.

INFORMATION

[illegible]

2005

BLOCK 0225
FIRST LOT 021
LAST LOT 000
TAX YEAR 2011

Figure 6

RECEIVED

BOOK 0295

2015-12-19

800-451-8272

DECEMBER 1997

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MATHEMATICS

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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01 3 447 707

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

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 3. Ship - M
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ID-5807368-037

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z7

DATE: 5/12/2011

PREMISES: 41 WATER GRANT, YONKERS

CITY OF YONKERS

ACREAGE: 0.24 LOT SIZE: 50X215

ASSESSED OWNER: YOUR CITY I LLC

TAX CLASSIFICATION: 340

ASSESSED VALUE: CITY 1400/1400

SD: YONKERS SECTION: 2 BLOCK: 2625 LOT: 21

RETURNS

SEC: 2 BLOCK: 2625 LOT: 21

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$215.03 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$341.49 OPEN DUE BY 8/24

2 1/3 TAX \$341.49 OPEN DUE BY 10/6

3 1/3 TAX \$341.49 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

SEARCH DOES NOT GUARANTEE AGAINST ITEMS NOT A LIEN UP TO THE DATE SHOWN. SOME OF THE ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED. RECEIPTS FOR SUCH ITEMS SHOULD BE PRODUCED AT CLOSING. SEARCH DOES NOT GUARANTEE AGAINST CLAIMS RESULTING FROM LEVIES OF RESTORED TAXES. SEARCH DOES NOT GUARANTEE FOR ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THE RETURNS ARE GUARANTEED TO SECTION, BLOCK AND LOT. THIS SEARCH IS PREPARED EXCLUSIVELY FOR Hudson Abstract Services on 5/12/2011. 0849-HAS16381Z7

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

TITLE NO. 0849-HAS16381Z7

DATE: 5/12/2011

YONKERS CITY

NEPPERHAN AVENUE & SOUTH

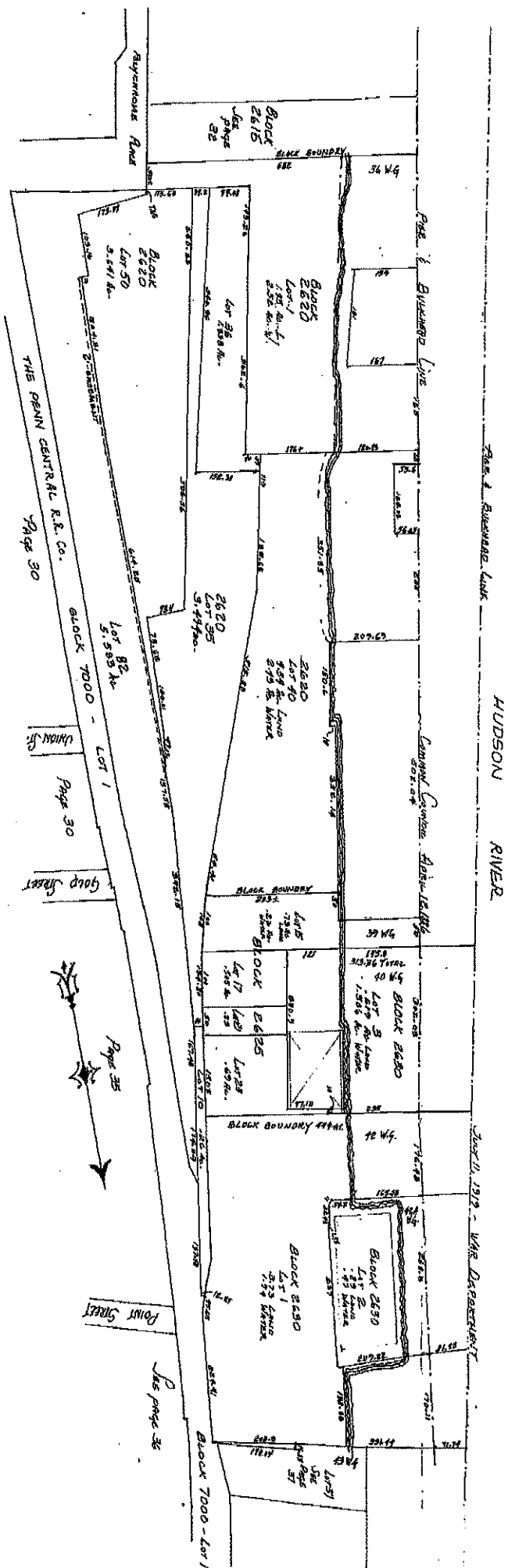
BROADWAY

YONKERS, NY 10701

(914) 377-6000

VILLAGE NONE:

**THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.**



Supplement pages 26, 29, 34, 37
 December 1991

TO PAY IN PERSON:
CITY OF YONKERS
CITY HALL - CASHIER'S OFFICE
YONKERS, NY 10701-3873

TO PAY ON LINE:
WWW.YONKERSNY.GOV

MAILING ADDRESS:
CITY OF YONKERS
P.O. BOX 900
YONKERS, NY 10702-0900

MONDAY TO FRIDAY
8:30 A.M. - 4:30 P.M.

MAKE ALL CHECKS
PAYABLE TO:
CITY OF YONKERS

TAX STATEMENT FOR JULY 1, 2010 TO JUNE 30, 2011

CITY OF YONKERS

CONFIRMED
07/14/2010

BILL NUMBER
12190

PROPERTY TAXPAYER'S BILL OF RIGHTS

The Assessor estimates the FULL MARKET VALUE of this property
As of OCTOBER 15, 2009 was 102,113

The ASSESSED VALUE of this property
AS of JULY 1, 2010 is 2,900
Based on Final Assessment Roll of April 10, 2010

The UNIFORM PERCENTAGE of VALUE used to establish
assessments is 2.84 %

NAME & ADDRESS
YOUR CITY I LLC 2'02625
C/O SATELLITE ASSEST MANA 023 000
623 FIFTH AVE FL 21
NEW YORK NY 10022

PROPERTY LOCATION • DESCRIPTION • STATE AID INFORMATION				SWIS	551800
SEC/BLK/LOT	02625 23	LOCATION	41-B WATER GRANT		
ACRES	.17	STATE CLASS	340	SCHOOL: 01 YONKERS BOE	
BANK CODE		MTGE		ROLL SEC	1
BUDGETED STATE FUNDING TO:	CITY	132,379,721		SCHOOL	250,581,578

EXEMPTION TYPE	ASSESSED VALUE	FULL VALUE	CITY EXEMPT VALUE	SCHOOL EXEMPT VALUE
----------------	----------------	------------	-------------------	---------------------

TOTAL EXEMPTION	CITY	SCHOOL
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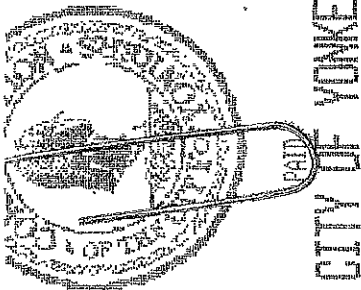
PROPERTY TAX

TAXING PURPOSE	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR	TAXABLE VALUE	TAX RATE	TAX AMOUNT
SUBJECT CITY TAX	87,850,586	10.72	2,900	181.57	526.55
SUBJECT SCHOOL	217,849,240		2,900	443.19	1,285.25
UNIT FRONTAGE			200	1.40	28.00
TAXABLE HSG UNIT					
SUNDRY/INT					
ETPA					

ck# 1012 \$2,285.24 city 239.68
county 445.44 + 14.64

TOTAL TAX DUE 1,839.80

This statement represents the total City Tax payment due on the property described above. The City Charter requires that City Real Estate Taxes due in full when confirmed. Taxes may be paid in three installments: First - on or before July 6, 2010 or 30 days after confirmation date; Second - October 6, 2010; Third - January 6, 2011. Confirmation date to payment date will be added. Penalties on any Real Estate Tax Payments cancelled check is your receipt. If an installment is not paid by the due date, a returned check fee.



PAID THE CITY OF YONKERS

1. CURRENT CITY TAX
BLOCK 02625
FIRST LOT 023
LAST LOT 000
TAX YEAR 2011
PRINCIPAL 1,839.80
INTEREST 239.68
2. CURRENT COUNTY TAX
BLOCK 02625
FIRST LOT 023
LAST LOT 000
TAX YEAR 2011
PRINCIPAL 445.44
INTEREST 14.64
TOTAL 2,539.56
CHECK 254.32
CHECK 2,285.24
1-08639 1 10 10:56 AM May 27, 2011

in full or exact thirds.
INFORMATION

ID-5807381-032

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z8

DATE: 5/12/2011

PREMISES: 41-B WATER GRANT, YONKERS

CITY OF YONKERS

ACREAGE: 0.69 LOT SIZE: 10X175

ASSESSED OWNER: YOUR CITY I LLC

TAX CLASSIFICATION: 340

ASSESSED VALUE: CITY 2900/2900

SD: YONKERS SECTION: 2 BLOCK: 2625 LOT: 23

RETURNS

SEC: 2 BLOCK: 2625 LOT: 23

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$445.44 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$613.28 OPEN DUE BY 8/24

2 1/3 TAX \$613.26 OPEN DUE BY 10/6

3 1/3 TAX \$613.26 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

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Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

TITLE NO. 0849-HAS16381Z8

DATE: 5/12/2011

YONKERS CITY

NEPPERHAN AVENUE & SOUTH

BROADWAY

YONKERS, NY 10701

(914) 377-6000

VILLAGE NONE:

**THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.**

ID-5807399-041

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z9

DATE: 5/12/2011

PREMISES: 42 WATER GRANT, YONKERS

CITY OF YONKERS

ACREAGE: 3.73 LOT SIZE: 340X400

ASSESSED OWNER: YOUR CITY I LLC

TAX CLASSIFICATION: 330

ASSESSED VALUE: CITY 23200/23200

SD: YONKERS SECTION: 2 BLOCK: 2630 LOT: 1

RETURNS

SEC: 2 BLOCK: 2630 LOT: 1

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$3,938.52 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$5,589.81 OPEN DUE BY 8/24

2 1/3 TAX \$5,589.81 OPEN DUE BY 10/6

3 1/3 TAX \$5,589.81 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

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Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

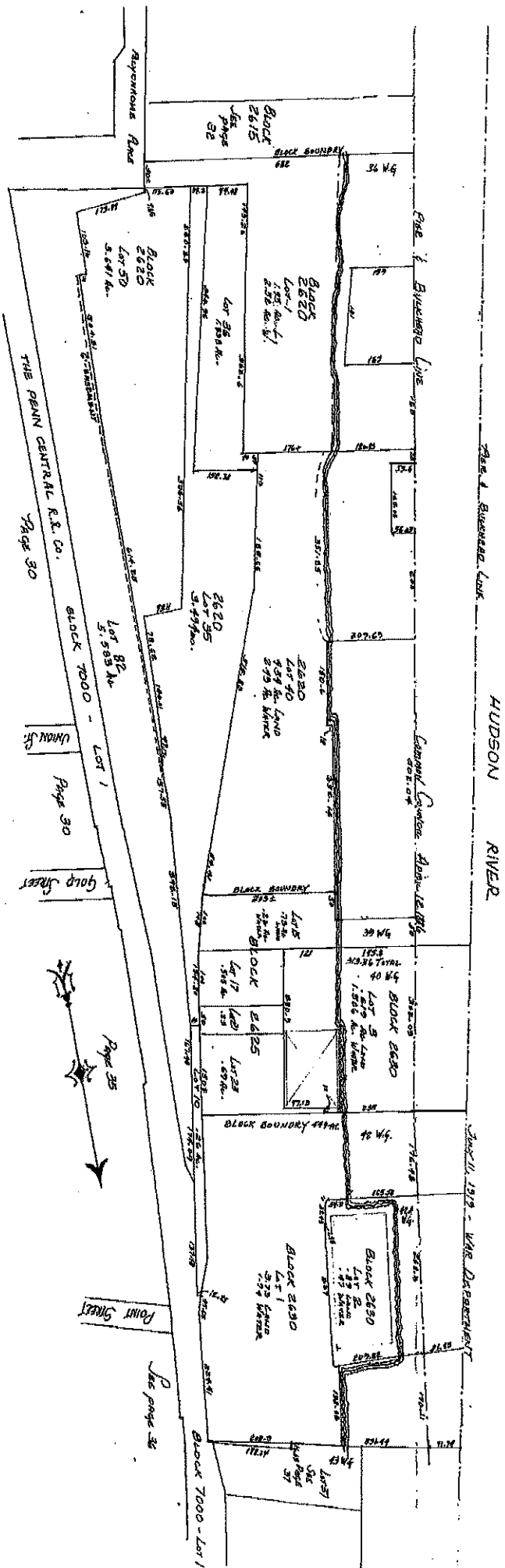
TITLE NO. 0849-HAS16381Z9

DATE: 5/12/2011

YONKERS CITY
NEPPERHAN AVENUE & SOUTH
BROADWAY
YONKERS, NY 10701
(914) 377-6000

VILLAGE NONE:

THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.



Supplement pages 28, 29, 30, 31
December 1991

TO PAY IN PERSON:
CITY OF YONKERS
CITY HALL - CASHIER'S OFFICE
YONKERS, NY 10701-3873
MONDAY TO FRIDAY
8:30 A.M. - 4:30 P.M.

TO PAY ON LINE:
WWW.YONKERSNY.GOV

MAILING ADDRESS:
CITY OF YONKERS
P.O. BOX 900
YONKERS, NY 10702-0900

PROPERTY TAXPAYER'S BILL OF RIGHTS

The Assessor estimates the FULL MARKET VALUE of this property
As of OCTOBER 15, 2009 was 478,873

The ASSESSED VALUE of this property
AS of JULY 1, 2010 is 13,600
Based on Final Assessment Roll of April 10, 2010

The UNIFORM PERCENTAGE of VALUE used to establish
assessments is 2.84 %

MAKE ALL CHECKS PAYABLE TO:
CITY OF YONKERS

CONFIRMED
07/14/2010

BILL NUMBER
34977

CITY OF YONKERS

YOUR CITY I LLC 2 02630
C/O SATELLITE ASSET MANAG 002 000
623 FIFTH AVE FL 21
NEW YORK NY 10022

NAME
&
ADDRESS

PROPERTY LOCATION • DESCRIPTION • STATE AID INFORMATION				SWIS	551800
SEC/BLK/LOT	02630 2	LOCATION	42-A WATER GRANT		
ACRES	.77	STATE CLASS	700	SCHOOL : 01 YONKERS BOE	
BANK CODE		MTGE		ROLL SEC	8
BUDGETED STATE FUNDING TO:		CITY	132,379,721	SCHOOL	250,581,578

EXEMPTION TYPE	ASSESSED VALUE	FULL VALUE	CITY EXEMPT VALUE	SCHOOL EXEMPT VALUE
CHARITABLE	13,600	478,873	13,600	13,600

TOTAL EXEMPTION CITY 13,600 SCHOOL 13,600

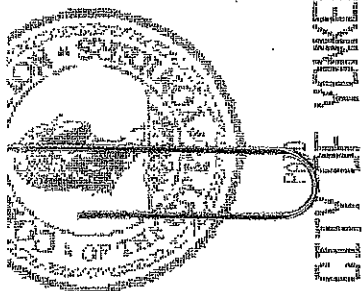
TAXING PURPOSE	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR	TAXABLE VALUE	TAX RATE	TAX AMOUNT
SUBJECT CITY TAX	87,850,586	10.72		181.57	
SUBJECT SCHOOL	217,849,240			443.19	
UNIT FRONTAGE			592	1.40	828.80
TAXABLE HSG UNIT					
SUNDRY/INT					
ETPA					

ck # 1018 \$1,122.02

city 107.97
county 293.22
9.64

TOTAL TAX DUE 828.80

PROPERTY



TELEPHONE

2. CURRENT COUNTY TAX
BLK 02630
FIRST LOT 002
LAST LOT 000
TAX YEAR 2011
PRINCIPAL
INTEREST

1. CURRENT CITY TAX
BLK 02630
FIRST LOT 002
LAST LOT 000
TAX YEAR 2011
PRINCIPAL
INTEREST

TOTAL
CHECK
CHECK

1,239.63

1-BES35 1 10 10:52 AM May 27, 2011

that City Real Estate Taxes due in full when
whichever is later: Second • October 6, 2010
confirmation date to payment date will be added
alties on any Real Estate Tax Payments
cancelled check is your receipt. If an
his box []
and a returned check fee.

in full or exact thirds.
INFORMATION

ID-5807406-030

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z10

DATE: 5/12/2011

PREMISES: 42-A WATER GRANT, YONKERS

CITY OF YONKERS

ACREAGE: 0.89 LOT SIZE: 267X250

ASSESSED OWNER: YOUR CITY I LLC

TAX CLASSIFICATION: 700

ASSESSED VALUE: CITY 8300/13600

SD: YONKERS SECTION: 2 BLOCK: 2630 LOT: 2

RETURNS

SEC: 2 BLOCK: 2630 LOT: 2

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$293.22 OPEN DUE BY 4/7

CHARITABLE EXEMPTION - 13600

BASE TAX WITHOUT EXEMPTION - \$2,153.70

ABOVE TAX BASED ON SEWER TAX ONLY

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$276.28 OPEN DUE BY 8/24

2 1/3 TAX \$276.26 OPEN DUE BY 10/6

3 1/3 TAX \$276.26 OPEN DUE BY 1/6

CHARITABLE EXEMPTION - 13600

BASE TAX WITHOUT EXEMPTION - \$8,170.20

ABOVE TAX BASED ON FRONTAGE ONLY

*** ARREARS ***

2008 COUNTY TAX LIEN SOLD TO LOUISE TIRELLI 609-607-0933

AMOUNT OF LIEN - \$311.12 OPEN + INT. (LIEN# 150553)

*** SEE NEXT PAGE ***

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

AFFIDAVIT SHOULD BE TAKEN AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SUCH NOTICES. TAX DUE DATES MAY VARY ANNUALLY. PLEASE CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY.

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TITLE 0849-HAS16381Z10

WATER DISTRICT - EXCEPT
WATER INFORMATION WAS NOT AVAILABLE AT THE TIME OF RESEARCH.

NOTE: UP-TO-DATE BILL OR RECEIPT MUST BE PRODUCED AT CLOSING.
SUBJECT TO PRIOR WATER/SEWER CHARGES NOT ENTERED AND
SUBSEQUENT WATER CHARGES SINCE DATE OF LAST READING.

SUBJECT TO CONTINUATION PRIOR TO CLOSING.

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

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Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

TITLE NO. 0849-HAS16381Z10

DATE: 5/12/2011

YONKERS CITY

NEPPERHAN AVENUE & SOUTH

BROADWAY

YONKERS, NY 10701

(914) 377-6000

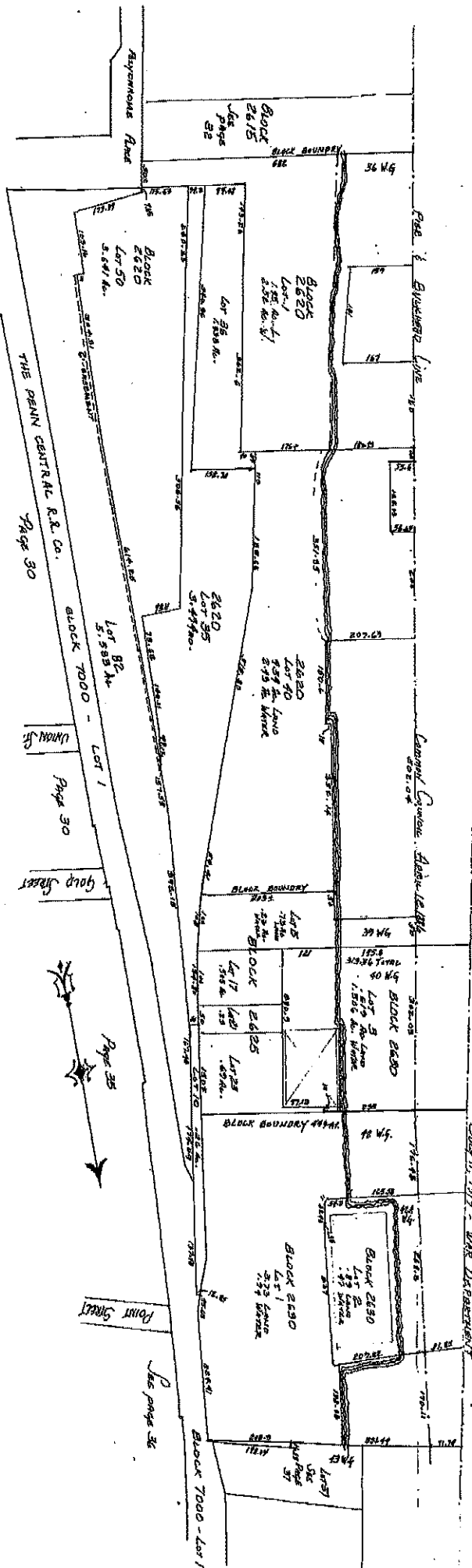
VILLAGE NONE:

**THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.**

HUDSON RIVER

Page 1. Riverbank Line

Page 11. 1912 - W.R. Department



ID-5807421-027

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z12

DATE: 5/12/2011

PREMISES: 41 WATER GRANT-REAR, YONKERS

CITY OF YONKERS

ACREAGE: 0.25 LOT SIZE: NA

ASSESSED OWNER: YOUR CITY I LLC

TAX CLASSIFICATION: 340

ASSESSED VALUE: CITY 1600/1600

SD: YONKERS SECTION: 2 BLOCK: 2630 LOT: 10

RETURNS

SEC: 2 BLOCK: 2630 LOT: 10

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$245.77 OPEN DUE BY 4/7

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$385.47 OPEN DUE BY 8/24

2 1/3 TAX \$385.47 OPEN DUE BY 10/6

3 1/3 TAX \$385.47 OPEN DUE BY 1/6

WATER - VACANT

SUBJECT TO CONTINUATION PRIOR TO CLOSING

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

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Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

TITLE NO. 0849-HAS16381Z12

DATE: 5/12/2011

YONKERS CITY

NEPPERHAN AVENUE & SOUTH

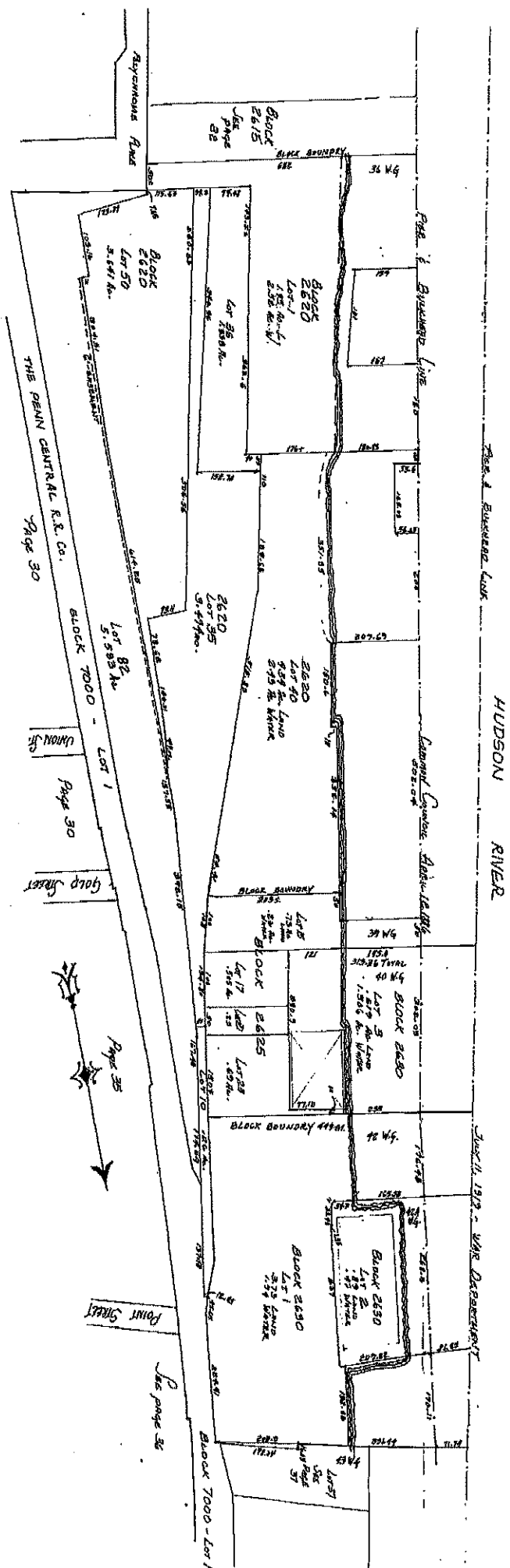
BROADWAY

YONKERS, NY 10701

(914) 377-6000

VILLAGE NONE:

**THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.**



Supplement pages 28, 29, 34, 37
 December 1991

TO PAY IN PERSON:
CITY OF YONKERS
CITY HALL - CASHIER'S OFFICE
YONKERS, NY 10701-3873

MONDAY TO FRIDAY
8:30 A.M. - 4:30 P.M.

MAKE ALL CHECKS PAYABLE TO:
CITY OF YONKERS

TO PAY ON LINE:
WWW.YONKERSNY.GOV

MAILING ADDRESS:
CITY OF YONKERS
P.O. BOX 900
YONKERS, NY 10702-0900

PROPERTY TAXPAYER'S BILL OF RIGHTS

The Assessor estimates the FULL MARKET VALUE of this property
As of OCTOBER 15, 2009 was 404,930

The ASSESSED VALUE of this property
AS of JULY 1, 2010 is 11,500
Based on Final Assessment Roll of April 10, 2010

The UNIFORM PERCENTAGE of VALUE used to establish
assessments is 2.84 %



YOUR CITY I LLC 2 02630
C/O SATELLITE ASSET MANAG 003 000
623 FIFTH AVE FL 21
NEW YORK NY 10022

PROPERTY LOCATION • DESCRIPTION • STATE AID INFORMATION				SWIS	551800
SEC/BLK/LOT	02630 - 3	LOCATION	42-B WATER GRANT		
ACRES	.38	STATE CLASS	700	SCHOOL : 01 YONKERS BOE	
BANK CODE		MTGE		ROLL SEC	8
BUDGETED STATE FUNDING TO:	CITY	132,379,721		SCHOOL	250,581,578

EXEMPTION TYPE	ASSESSED VALUE	FULL VALUE	CITY EXEMPT VALUE	SCHOOL EXEMPT VALUE
CHARITABLE	11,500	404,930	11,500	11,500
TOTAL EXEMPTION		CITY 11,500	SCHOOL 11,500	

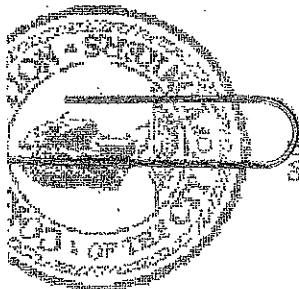
TAXING PURPOSE	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR	TAXABLE VALUE	TAX RATE	TAX AMOUNT
SUBJECT CITY TAX	87,850,586	10.72		181.57	
SUBJECT SCHOOL	217,849,240			443.19	
UNIT FRONTAGE			926	1.40	1,296.40
TAXABLE HSG UNIT					
SUNDRY/INT ETPA					

PROPERTY

ck #1019 \$1,544^{34/}xx

City
168.89
County
8.15

TOTAL TAX DUE → 1,296.40



THE CITY OF YONKERS

REPRINT 1

1. CURRENT CITY TAX
BLOCK 02630
FIRST LOT 003
LAST LOT 000
TAX YEAR 2011
PRINCIPAL 1,296.40
INTEREST 168.89
2. CURRENT COUNTY TAX
BLOCK 02630
FIRST LOT 003
LAST LOT 000
TAX YEAR 2011
PRINCIPAL 247.94
INTEREST 8.15
TOTAL 1,544.34
CHECK 1,544.34

1-88532 1 10 10:50 AM May 27, 2011

Real Estate Taxes due in full when
later: Second - October 6, 2010
date to payment date will be added
my Real Estate Tax Payments
check is your receipt. If an

1. ☐ cash
☐ check fee.
☐ exact thirds.
ATION

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER COUNTY TAX SEARCH

TITLE NO. 0849-HAS16381Z11

DATE: 5/12/2011

PREMISES: 42-B WATER GRANT, YONKERS

CITY OF YONKERS

ACREAGE: 1.5 LOT SIZE: 300X500

ASSESSED OWNER: YOUR CITY I LLC

TAX CLASSIFICATION: 700

ASSESSED VALUE: CITY 7500/11500

SD: YONKERS SECTION: 2 BLOCK: 2630 LOT: 3

RETURNS

SEC: 2 BLOCK: 2630 LOT: 3

2011 COUNTY TAX PERIOD 1/1-12/31

FULL TAX \$247.94 OPEN DUE BY 4/7

CHARITABLE EXEMPTION - 11500

BASE TAX WITHOUT EXEMPTION - \$1,821.14

ABOVE TAX BASED ON SEWER TAX ONLY

2010/2011 CITY/SCHOOL TAX PERIOD 7/1-6/30

1 1/3 TAX \$432.14 OPEN DUE BY 8/24

2 1/3 TAX \$432.13 OPEN DUE BY 10/6

3 1/3 TAX \$432.13 OPEN DUE BY 1/6

CHARITABLE EXEMPTION - 11500

BASE TAX WITHOUT EXEMPTION - \$7,184.74

ABOVE TAX BASED ON FRONTAGE ONLY

WATER DISTRICT - EXCEPT

WATER INFORMATION WAS NOT AVAILABLE AT THE TIME OF RESEARCH.

NOTE: UP-TO-DATE BILL OR RECEIPT MUST BE PRODUCED AT CLOSING.

SUBJECT TO PRIOR WATER/SEWER CHARGES NOT ENTERED AND

SUBSEQUENT WATER CHARGES SINCE DATE OF LAST READING.

SUBJECT TO CONTINUATION PRIOR TO CLOSING.

*** SEE NEXT PAGE ***

FOR TAX PAYMENT INFORMATION GO TO: <http://www.orps.state.ny.us/cfapps/MuniPro/>

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TITLE 0849-HAS16381Z11

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Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

WESTCHESTER MUNICIPAL TAX PAGE

TITLE NO. 0849-HAS16381Z11

DATE: 5/12/2011

YONKERS CITY

NEPPERHAN AVENUE & SOUTH

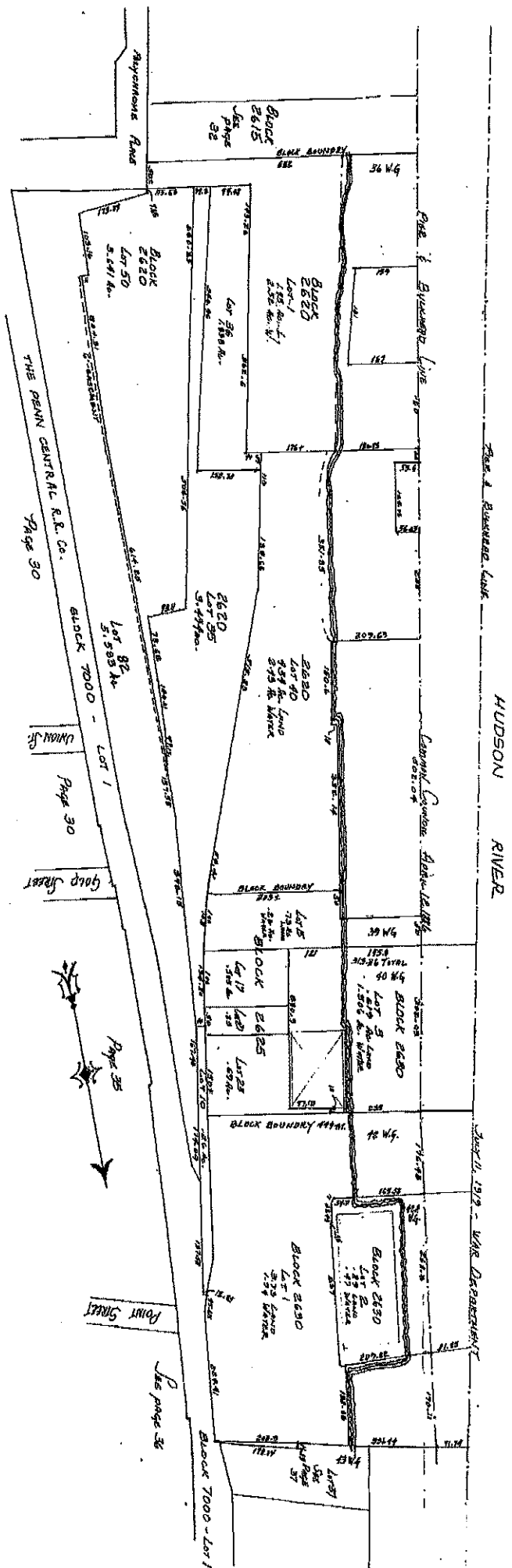
BROADWAY

YONKERS, NY 10701

(914) 377-6000

VILLAGE NONE:

**THE ABOVE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THERE IS NO LIABILITY ASSUMED.**



Amended pages 35, 36, 37, 38
December 1991

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



501483185DED002Z

Westchester County Recording & Endorsement Page

Submitter Information

Name: FIDELITY NATIONAL TITLE INSURANCE COMPAN^Y Phone: 212-471-3764
Address 1: ONE PARK AVENUE (PICK UP BY JOHN GLATTH) Fax: 212-481-5996
Address 2: SUITE 1402 Email: william.mcnair@inf.com
City/State/Zip: New York NY 10016 Reference for Submitter: 10-22118-W

Document Details

Control Number: **501483185** Document Type: **Deed (DED)**
Package ID: 2010052800076001003 Document Page Count: **10** Total Page Count: **12**

Parties

☐ Additional Parties on Continuation page
1st PARTY 2nd PARTY
1: YOUR CITY I LLC - Corporation 1: ONE POINT ST INC - Corporation
2: ONE POINT ST INC - Corporation 2:

Property

☒ Additional Properties on Continuation page
Street Address: 60 POINT STREET Tax Designation: 2-2114-20-35
City/Town: YONKERS Village:

Cross-References

☐ Additional Cross-Refs on Continuation page
1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$55.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$250.00
TP-584 Filing Fee: \$5.00
Total Recording Fees Paid: **\$350.00**

Transfer Taxes

Consideration: \$0.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 10762

Mortgage Taxes

Document Date:
Mortgage Amount:
Basic: \$0.00
Westchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 06/29/2010 at 04:44 PM
Control Number: **501483185**
Witness my hand and official seal

Timothy C. Ideni

Timothy C. Ideni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

PAUL, WEISS, RIFKIND, WHARTON & GARRISON
1285 AVENUE OF THE AMERICAS

NEW YORK, NY 10019
Attn: ATTN: ROBERT A. FISHMAN

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

501483185DED002Z

Westchester County Recording & Endorsement Page

Document Details

Control Number: **501483185**

Document Type: **Deed (DED)**

Package ID: 2010052800076001003

Document Page Count: 10

Total Page Count: 12

Properties Addendum

76 POINT STREET 10701	YONKERS	2 2114 17
NO # BABCOCK PLACE 10701	YONKERS	2 2620 35
39-A WATER GRANT 10701	YONKERS	2 2620 40
39-B WATER GRANT 10701	YONKERS	2 2625 15
41 WATER GRANT 10701	YONKERS	2 2625 17
41 WATER GRANT 10701	YONKERS	2 2625 21
41B WATER GRANT 10701	YONKERS	2 2625 23
42 WATER GRANT 10701	YONKERS	2 2630 1
NO # WATER GRANT 10701	YONKERS	2 2630 2
42B WATYER GRANT 10701	YONKERS	2 2630 3

**CONFIRMATORY BARGAIN AND SALE DEED
WITHOUT COVENANTS
AGAINST GRANTOR'S ACTS**

YOUR CITY I, LLC

- to -

ONE POINT STREET, INC.

SECTION:	2			
BLOCK:	2114	2620	2625	2630
LOT:	17, 20-35	35,40	15, 17, 21, 23	1, 2, 3, 10
COUNTY:	Westchester			

Record at the Request of the Title Co.

RETURN BY MAIL TO:

Peter Fisch, Esq.
Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, NY 10019

CONFIRMATORY BARGAIN AND SALE DEED

THIS INDENTURE, made as of the 5 day of April, 2010, between YOUR CITY I, LLC, a Delaware limited liability company, having an address c/o Satellite Asset Management, L.P., 623 Fifth Avenue, New York, New York 10022 ("Grantor") and ONE POINT STREET, INC., a Delaware Corporation, having an address c/o Satellite Asset Management, L.P., 623 Fifth Avenue, New York, New York 10022 ("Grantee").

WITNESSETH, that Grantor and Grantee, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, lawful money of the United States, paid by the Grantee, does hereby grant and release unto Grantee, their heirs or successors and assigns forever, the following described real property:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, with the building and improvements being bounded and described as more particularly set forth in Exhibit B annexed hereto and made a part hereof (the "Premises");

SAID PREMISES being known as and by the street number One Point Street;

It being the intention and desire of the Grantor and the Grantee to record this Indenture to confirm the vesting by operation of law, pursuant to the merger of Grantor with and into Grantee, with Grantee continuing as the surviving entity, evidenced by the filing of that certain certificate of merger with the Delaware Secretary of State on April 5, 2010 annexed hereto and made a part hereof as Exhibit A.

TOGETHER, with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the above-described Premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said Premises; TO HAVE AND TO HOLD the Premises herein vested by operation of law, or mentioned and intended so to be, with the appurtenances, unto Grantee, the heirs or successors and assigns of Grantee forever.

IN WITNESS WHEREOF, the Grantor has duly executed this Indenture as of the day and year first above written.

YOUR CITY I, LLC,
a Delaware limited liability company

By: One Point Street, Inc., its sole member,

By:


Name: Matthew DesChamps
Title: Director

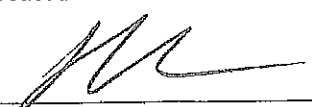
ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the 25 day of May in the year 2010 before me, the undersigned, personally appeared Matt DesChamps, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public (SEAL)

SIMON RAYKHER
NOTARY PUBLIC, State of New York
No. 02RA5062947
Qualified in Kings County
Commission Expires July 8, 2010

Exhibit A
Certificate of Merger
[see attached]

-A-

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"YOUR CITY I, LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "ONE POINT STREET, INC." UNDER THE NAME OF "ONE POINT STREET, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTH DAY OF APRIL, A.D. 2010, AT 1:58 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.



3897495 8100M

100349939

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7910832

DATE: 04-05-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:22 PM 04/05/2010
FILED 01:58 PM 04/05/2010
SRV 100349939 - 3897485 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANY
INTO A
DOMESTIC CORPORATION

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is One Point Street, Inc.
_____, a Delaware Corporation, and the name of the
limited liability company being merged into this surviving corporation is _____
Your City I, LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is One Point Street, Inc.

FOURTH: The merger is to become effective upon filing _____.

FIFTH: The Agreement of Merger is on file at 623 Fifth Avenue,
New York, NY 10022 _____, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 31 day of March, A.D., 2010.

By: _____
Authorized Officer

Name: SIMON RAYKHER

Print or Type

Title: _____

Exhibit B

Legal Description of the Premises

[see attached]

EXHIBIT B

Legal Description

Parcel A: (Section 2, Block 2114, Lots 20-35)

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

BEGINNING at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

RUNNING THENCE along the westerly side of Ravine Avenue, South 11 degrees 58 minutes 47 seconds West 180.67 feet to the northerly line of land now or formerly of Clyne P. Starke;

THENCE westerly along the northerly line of said land now or formerly of Clyne P. Starke and City of Yonkers, North 72 degrees 43 minutes 13 seconds West 241.76 feet to the easterly side of Glenwood Terrace;

THENCE northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.89 feet to the southerly side of Point Street;

THENCE along the southerly side of Point Street, South 72 degrees 43 minutes 13 seconds East 267.60 feet to the point or place of BEGINNING.

Parcel B (Section 2, Block 2114, Lot 17)

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company said easterly side of said lands is intersected or would be intersected by the prolongation westerly of the southerly side of Point Street; and

RUNNING THENCE South 72 degrees 43 minutes 13 seconds East, along the southerly side of, or the prolongation westerly of, the southerly side of Point Street 25.55 feet to the westerly side of Glenwood Terrace;

THENCE southerly along the westerly line of Glenwood Terrace on a curve to the left having a radius of 3,978 feet an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

THENCE North 72 degrees 43 minutes 36 seconds West, along said lands now or formerly of the City of Yonkers, 25.82 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

THENCE northerly, along the easterly side of lands of The New York Central Railroad Company on a curve to the right having a radius of 4,003 feet an arc distance of 184.77 feet to the point or place of BEGINNING.

Parcel C (Section 2, Block 2620. Lots 35 and 40; Section 2, Block 2625 Lots 15. 17. 21 and 23; and Section 2. Block 2630. Lots 1. 2. 3 and 10)

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

BEGINNING at a point of intersection of the westerly side of Polychrome Place formerly Alexander Street with the westerly prolongation of the centerline of Babcock Place;

RUNNING THENCE along the westerly prolongation of the center line of Babcock Place, North 81 degrees 29 minutes 30 seconds West 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustein by deed dated July 16, 1976 and recorded in the Westchester County Clerk's Office on August 3, 1976 in Deed Liber 7342 Cp. 797;

RUNNING THENCE along said land conveyed,

North 10 degrees 18 minutes 30 seconds East 590.98 feet;

North 81 degrees 29 minutes 30 seconds West 152.79 feet; and

South 14 degrees 40 minutes 08 seconds West 35.21 feet to the point on the westerly prolongation of the southerly line of Lamartine Avenue;

THENCE westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North 81 degrees 29 minutes 30 seconds West 5 16.42 feet to the Pierhead and Bulkhead line established by the U.S. War Department on July 1 1, 1919;

THENCE along said Pierhead and Bulkhead line; North 13 degrees 02 minutes 36 seconds East 1,838.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by Letters Patent dated October 31, 1898 and recorded in the Office of the Secretary of State in Book of Patent No. 50 at page 203;

THENCE along the northerly line of said grant, South 76 degrees 48 minutes 38 seconds East 61 1.48 feet to the westerly line of the New York Central Railroad (Hudson Division);

THENCE along land of the Railroad the following courses and distances:

In a southerly direction along a curve to the left having a radius of 4066.00 feet a distance of 224.47 feet;

South 18 degrees 50 minutes 15 seconds West 45.65 feet;

South 81 degrees 14 minutes 40 seconds East 12.85 feet;

South 10 degrees 09 minutes 46 seconds West 137.98 feet;

South 10 degrees 49 minutes 13 seconds West 174.04 feet;

South 17 degrees 56 minutes 37 seconds West 167.48 feet;

South 01 degree 19 minutes 29 seconds West 392.15 feet;

South 09 degrees 08 minutes 17 seconds West 157.55 feet;

South 03 degrees 42 minutes 00 seconds East 140.01 feet; and

South 01 degree 48 minutes 22 seconds West 73.62 feet to the northeasterly corner of land described in Liber 8922 page 54;

THENCE along said land the following courses and distances:

South 86 degrees 25 minutes 30 seconds West 93.11 feet and

South 10 degrees 26 minutes 00 seconds West 506.56 feet;

THENCE South 10 degrees 36 minutes 00 seconds West, along the westerly line of lands now or formerly of Babcock Place Associates, a distance of 260.23 feet;

THENCE South 81 degrees 29 minutes 30 seconds East, along the southerly line of lands now or formerly of Babcock Place Associates, a distance of 115.68 feet to the westerly side of Polychrome Place;

THENCE South 8 degrees 30 minutes 30 seconds West, along the westerly side of Polychrome Place, a distance of 50.00 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of the agreements between Habirshaw Wire Company and New York Central and Hudson River Railroad in Liber 1983 Cp. 364 and Liber 2022 Cp. 64 with regard to the erection and maintenance of a footbridge from Parcel "C" to Parcel "B" above described.



462610403DED1

Control Number
462610403

Instrument Type
DED



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)**

***** DO NOT REMOVE *****

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT: DED - DEED

FEE PAGES: 7

TOTAL PAGES: 7

RECORDING FEES

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$21.00
RECORD MGT. FUND	\$19.00
RP 5217	\$75.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
TOTAL FEES PAID	\$126.00

TRANSFER TAXES

CONSIDERATION	\$0.00
TAX PAID	\$0.00
TRANSFER TAX #	3975

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS TAX	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
TOTAL PAID	\$0.00

SERIAL NUMBER:

DWELLING:

**RECORDING DATE: 10/5/2006
TIME: 12:06:00**

**THE PROPERTY IS SITUATED IN
WESTCHESTER COUNTY, NEW YORK IN THE:
CITY OF YONKERS**

WITNESS MY HAND AND OFFICIAL SEAL

**TIMOTHY C. IDONI
WESTCHESTER COUNTY CLERK**

**Record & Return to:
JAIMEE SCHWARTZ ESQ
KMZ ROSEMAN
575 MADISON AVENUE
NEW YORK, NY 10022**

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 25 day of May, in the year 2006
BETWEEN

ONE POINT STREET, INC., a Delaware corporation
c/o Homes for America Holding, Inc.
One Odell Plaza
Yonkers, New York 10701

party of the first part, and

YOUR CITY I, LLC, a Delaware limited liability company
c/o Homes for America Holding, Inc.
One Odell Plaza
Yonkers, New York 10701

party of the second part,

WITNESSETH, that the party of the first part, in consideration of the sum of Ten and 00/100 dollars (\$10.00) in hand paid by the party of the second part, the heirs or successors and assigns of the party of the second part forever, and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part forever,

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, with the building and improvements being bounded and described as follows:

PARCEL A - (Section 2, Block 2114, Lots 20 - 35)

BEGINNING at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

RUNNING THENCE along the westerly side of Ravine Avenue, South 11 degrees 58 minutes 47 seconds West 180.67 feet to the northerly line of land now or formerly of Clyne P. Starke;

THENCE westerly along the northerly line of said land now or formerly of Clyne P. Starke and City of Yonkers, North 72 degrees 43 minutes 13 seconds West 241.76 feet to the easterly side of Glenwood Terrace;

THENCE northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.89 feet to the southerly side of Point Street;

THENCE along the southerly side of Point Street, South 72 degrees 43 minutes 13 seconds East 267.60 feet to the point and place of BEGINNING.

PARCEL B - (Section 2, Block 2114, Lot 17)

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company said easterly side of said lands is intersected or would be intersected by the prolongation westerly of the southerly side of Point Street; and

RUNNING THENCE South 72 degrees 43 minutes 13 seconds East, along the southerly side of, or the prolongation westerly of, the southerly side of Point Street 25.55 feet to the westerly side of Glenwood Terrace;

THENCE southerly along the westerly line of Glenwood Terrace on a curve to the left having a radius of 3,978 feet an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

THENCE North 72 degrees 43 minutes 36 seconds West, along said lands now or formerly of the City of Yonkers, 25.82 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

THENCE northerly, along the easterly side of lands of The New York Central Railroad Company on a curve to the right having a radius of 4,003 feet an arc distance of 184.77 feet to the point and place of BEGINNING.

PARCEL C - (Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lots 15, 17, 21 and 23; and Section 2, Block 2630, Lots 1, 2, 3 and 10)

BEGINNING at a point of intersection of the westerly side of Polychrome Place formerly Alexander Street with the westerly prolongation of the centerline of Babcock Place;

RUNNING THENCE along the westerly prolongation of the center line of Babcock Place, North 81 degrees 29 minutes 30 seconds West 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustein by deed dated July 16, 1976 and recorded in the Westchester County Clerk's Office on August 3, 1976 in Deed Liber 7342 cp 797;

RUNNING THENCE along said land conveyed.

North 10 degrees 18 minutes 30 seconds East 590.98 feet;

North 81 degrees 29 minutes 30 seconds West 152.79 feet; and

South 14 degrees 40 minutes 08 seconds West 35.21 feet to the point on the westerly prolongation of the southerly line of Lamartine Avenue;

THENCE westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North 81 degrees 29 minutes 30 seconds West 516.42 feet to the Pierhead and Bulkhead line established by the U.S. War Department on July 11, 1919;

THENCE along said Pierhead and Bulkhead line,

North 13 degrees 02 minutes 36 seconds East 1,838.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by Letters Patent dated October 31, 1898 and recorded in the Office of the Secretary of State in Book of Patents No. 50 at page 203;

THENCE along the northerly line of said grant, South 76 degrees 48 minutes 38 seconds East 611.48 feet to the westerly line of the New York Central Railroad (Hudson Division);

THENCE along land of the Railroad the following courses and distances:

In a southerly direction along a curve to the left having a radius of 4066.00 feet a distance of 224.47 feet;

South 18 degrees 50 minutes 15 seconds West 45.65 feet;

South 81 degrees 14 minutes 40 seconds East 12.85 feet;

South 10 degrees 09 minutes 46 seconds West 137.98 feet;

South 10 degrees 49 minutes 13 seconds West 174.04 feet;

South 17 degrees 56 minutes 37 seconds West 167.48 feet;

South 01 degree 19 minutes 29 seconds West 392.15 feet;

South 09 degrees 08 minutes 17 seconds West 157.55 feet;

South 03 degrees 42 minutes 00 seconds East 140.01 feet; and

South 01 degree 48 minutes 22 seconds West 73.62 feet to the northeasterly corner of land described in Liber 8922 page 54;

THENCE along said land the following courses and distances:

South 86 degrees 25 minutes 30 seconds West 93.11 feet and

South 10 degrees 26 minutes 00 seconds West 506.56 feet;

THENCE South 10 degrees 36 minutes 00 seconds West, along the westerly line of lands now or formerly of Babcock Place Associates, a distance of 260.23 feet;

THENCE South 81 degrees 29 minutes 30 seconds East, along the southerly line of lands now or formerly of Babcock Place Associates, a distance of 115.68 feet to the westerly side of Polychrome Place;

THENCE South 08 degrees 30 minutes 30 seconds West, along the westerly side of Polychrome Place, a distance of 50.00 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of the agreements between Habirshaw Wire Company and New York Central and Hudson River Railroad in Liber 1983 cp 364 and Liber 2022 cp 64 with regard to the erection and maintenance of a footbridge from Parcel "C" to Parcel "B" above described.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all

the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

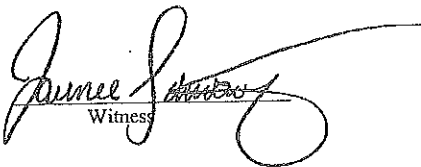
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[END OF TEXT. SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

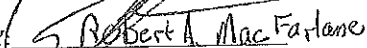

Witness

ONE POINT STREET, INC.,
a Delaware corporation

BY:

Name:

Title:



Chairman & CEO

STATE OF NEW YORK, COUNTY OF *Westchester*
On the *18th* day of *May* in the year *2006*,
before me, the undersigned, personally appeared

Robert A. MacFarlane, personally known to me or proved to me on
the basis of satisfactory evidence to be the individual(s) whose
name(s) 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 on behalf of which
the individual(s) acted, executed the instrument.

By: *Jaime Schwartz*
(Notary Public)
My commission expires: *JAMIE SCHWARTZ*
NOTARY PUBLIC, State of New York
No. 02SC8134917
Qualified in New York County
Commission Expires October 11, 2009

STATE OF _____, COUNTY OF _____
On the _____ day of _____ in the year _____,
before me, the undersigned, a Notary Public in and for said State,
personally appeared

_____, the
subscribing witness to the foregoing instrument, with whom I am
personally acquainted, who, being by me duly sworn, did depose
and say that he/she/they reside(s) in

(if the place of residence is in a city, include the street and street number if any,
thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing
instrument; that said subscribing witness was present and saw
said

execute the same; and that said witness at the same time
subscribed his/her/their name(s) as a witness thereto

(add the following if the acknowledgment is taken outside NY State)
and that said subscribing witness made such appearance before
the undersigned in the (insert the city or other political subdivision
and the State or country or other place the proof was taken).

By: _____
(Notary Public)
My commission expires:

STATE OF _____, COUNTY OF _____
On the _____ day of _____ in the year _____,
before me, the undersigned, personally appeared

_____, personally known to me or proved to me
on the basis of satisfactory evidence to be the individual(s) whose
name(s) 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 on behalf of which
the individual(s) acted, executed the instrument

(add the following if the acknowledgment is taken outside NY State)
and that said individual made such appearance before the
undersigned in the (insert the city or other political subdivision and the
State or country or other place the acknowledgment was taken).

By: _____
(Notary Public)
My commission expires:

STATE OF _____, COUNTY OF _____
On the _____ day of _____ in the year _____,
before me personally came

to me known, who, being by me duly sworn, did depose and say
that he/she resides at
that he/she is the
of

the corporation described in and which executed the foregoing
instrument; that he/she knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal; that it
was so affixed by order of the board of directors of said
corporation, and that he/she signed his/her name thereto by like
order.

By: _____
(Notary Public)
My commission expires:

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

ONE POINT STREET, INC.

TO

YOUR CITY I, LLC

SECTION 2

BLOCKS 2114 2620 2625 2630
LOTS 17, 20-35 35, 40 15, 17, 21, 23 1, 2, 3, 10
COUNTY OR TOWN WESTCHESTER

RETURN BY MAIL TO:

Jaime Schwartz Esq.
1612 Rosenman
575 Madison Ave
New York, NY 10022

WESTCHESTER COUNTY CLERK RECORDING SHEET

110 Dr. Martin Luther King, Jr. Boulevard

White Plains, NY 10601

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH DOCUMENT

This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this document.
To the best of the submitter's knowledge the information contained on this Recording Sheet is consistent with the information contained in the attached document.

SUBMITTER INFORMATION:

Title Number: 06-15331-W

Company: Fidelity National Title Insurance Co

Address: 1 Park Ave

City: New York

State: NY

Zip: 10016

Telephone: 212 471-3700

Attention: Kristin Bellomy

Document type: <u>Deed</u>	# of pages - <u>5</u>	Mortgage Amount On page ____ of document \$ _____ OR Consideration/Conveyance Amt: \$ <u>0</u>	Dwelling Type: For Mortgage Only On page ____ of document [] 1 to 2 family [] 1 to 6 family <input checked="" type="checkbox"/> Not 1 to 6 family
1st party name(s) (i.e. grantor/mortgagor) On page <u>1</u> of document <u>One Point Street, Inc.</u>	Business Entity <input checked="" type="checkbox"/>	Check if submitted: <input checked="" type="checkbox"/> RP-5217 - [] \$75 <input checked="" type="checkbox"/> \$165 <input checked="" type="checkbox"/> TP-584 - Type of property conveyed [1 through 8] <u>4</u> [] TP-584.1 [] IT-2663	
2nd party name(s) (i.e. grantee/mortgagee) On page <u>1</u> of document <u>Your City I. LLC</u>	Business Entity <input checked="" type="checkbox"/>	TAXES PAID: Amount Mortgage Tax \$ _____ Transfer Tax \$ <u>0</u> Mansion Tax \$ <u>1</u> Reference # Or Check # _____	
Tax designation (Section, Block & Lot) On page <u>5</u> of document <u>2-2114-17, 217-35/2-2620-35, 40</u> <u>2-2625-13, 21, 23/2-2630-1, 2, 3, 10</u>		RECORDING FEES PAID: Amount \$ <u>48</u> Reference # or Check # _____	
City(ies) or Town(s) for Property Description On page <u>1</u> of document <u>Yonkers</u>		MORTGAGE TAX AFFIDAVITS SUBMITTED: [] 252 [] 255 [] 280 Other: _____ [] 253 [] 260 [] 339-ee _____	
Property Description -- If required, check the one contained within the document. On page <u>188</u> of document <input checked="" type="checkbox"/> Metes & bounds [] Lot number on map filed in the Office of the County Clerk [] Refer to deed recorded in the Office of the County Clerk		Cross Reference(s): On page ____ of document _____ _____ _____	
Record and Return To: <u>Julie Schwartz</u> <u>KMZ Rosenman</u> <u>575 Madison Ave.</u> <u>New York, NY 10022</u>			

06 JUN - 9 PM 12:07

RECEIVED



450071021DED9

Control Number
450071021

WIID Number
2005007-000395

Instrument Type
DED



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)

*** DO NOT REMOVE ***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED

FEE PAGES 8

TOTAL PAGES 8

RECORDING FEES

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$24.00
RECORD MGT. FUND	\$19.00
RP 5217	\$165.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
TOTAL FEES PAID	\$219.00

TRANSFER TAXES

CONSIDERATION	\$100.00
TAX PAID	\$0.00
TRANSFER TAX #	12955

RECORDING DATE 03/29/2005
TIME 10:32:00

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
TOTAL PAID	\$0.00

SERIAL NUMBER
DWELLING

THE PROPERTY IS SITUATED IN
WESTCHESTER COUNTY, NEW YORK IN THE:
CITY OF YONKERS

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

Record & Return to:
SALAMON GRUBER NEWMAN & BLAYMC
97 POWERHOUSE RD
STE 102
ROSLYN HGTS, NY 11577

CONSULT YOUR LAWYER BEFORE SIGNING

INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LA

ONLY

7p
Yon

THIS INDENTURE, made the 30th day of December 2004

BETWEEN **BICC CABLES CORPORATION**, a Delaware corporation (successor by merger to Cablec Corporation and Brintec Systems Corporation, having an address at One Crosfield Avenue, West Nyack, New York 10994

party of the first part, and **ONE POINT STREET, INC.**, a Delaware corporation, having an address at: 1 Point Street, Yonkers, New York 10701

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and 00/100 (\$10.00) dollars and other good and valuable consideration, paid, by the party of the second part, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded as more particularly described on Schedule "A", annexed hereto, subject however to those matters more particularly described on Schedule "B", annexed hereto.

BEING AND INTENDED TO BE those same premises conveyed by deed dated April 27, 1984 from Phelps Dodge Industries, Inc. to Cablec Corporation, the predecessor in interest to the party of the first part and recorded in the Westchester County Clerk's Office on May 1, 1984 in Liber 7917, Page 531 and by deed dated May 14, 1998 from Electric Power Research Institute Inc. to BICC Cables Corporation and recorded in the Westchester County Clerk's Office on July 2, 1998 in Liber 12035, Page 103.

THIS DEED is given in the ordinary course of business actually conducted by the party of the first part and **DOES NOT** constitute all or substantially all of its assets.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

CRC-10320



Hudson Abstract Services
254 South Main Street
New City, New York 10956
(800) 334-2445 Toll Free

IN PRESENCE OF:

BICC CABLES CORPORATION

By:

David R. Holmseth
Vice President
David R. Holmseth

TO BE USED ONLY WHEN ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of New York

ss:

State of New York, County of

ss:

On the 30th day of December in the year 2004
before me, the undersigned, personally appeared

On the day of in the year
before me, the undersigned, personally appeared

DAVID R. HODNETT
personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) 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.

personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) 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 and office of individual taking acknowledgment)

CLARENCE R. CASTEL, JR.

Qualified in Rockland County

No. 01CA4649142

Term Expires March 30, 2007

(signature and office of individual taking acknowledgment)

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of

in the year

before me, the undersigned, personally appeared

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision)

in

(and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

BARGAIN AND SALE DEED

WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. CRC-10320

BICC CABLES CORPORATION, successor by merger
to Cables Corporation and Brintec Systems
Corporation

TO
ONE POINT STREET, INC.

SECTION 2
BLK 2114, LTS 20 -- 35
BLK 2114, LT 17
BLK 2620, LTS 35 & 40
BLK 2625, LTS 15, 17,
21 & 23
BLK 2630, LTS 1, 2, 3 &
10
COUNTY - Westchester

Recorded at Request of
COMMONWEALTH LAND TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

Salamon, Gruber, Newman & Blaymore, P.C.
97 Powerhouse Road, Suite 102
Roslyn Heights, NY 11577-2016

Attn: David Gruber, Esq.

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



Commonwealth

A LANDAMERICA COMPANY

COMMONWEALTH LAND TITLE INSURANCE COMPANY

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE A

PARCEL A - (Section 2, Block 2114, Lots 20 - 35)

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

BEGINNING at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

RUNNING THENCE along the westerly side of Ravine Avenue, South $11^{\circ} 58' 47''$ West 180.67 feet to the northerly line of land now or formerly of Clyne P. Starke;

THENCE westerly along the northerly line of said land now or formerly of Clyne P. Starke and City of Yonkers, North $72^{\circ} 43' 13''$ West 241.76 feet to the easterly side of Glenwood Terrace;

THENCE northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.89 feet to the southerly side of Point Street;

THENCE along the southerly side of Point Street, South $72^{\circ} 43' 13''$ East 267.60 feet to the point or place of BEGINNING.

PARCEL B - (Section 2, Block 2114, Lot 17)

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company said easterly side of said lands is intersected or would be intersected by the prolongation westerly of the southerly side of Point Street; and

RUNNING THENCE South $72^{\circ} 43' 13''$ East, along the southerly side of, or the prolongation westerly of, the southerly side of Point Street 25.55 feet to the westerly side of Glenwood Terrace;

THENCE southerly along the westerly line of Glenwood Terrace on a curve to the left having a radius of 3,978 feet an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

THENCE North $72^{\circ} 43' 36''$ West, along said lands now or formerly of the City of Yonkers, 25.82 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

THENCE northerly, along the easterly side of lands of The New York Central Railroad Company on a curve to the right having a radius of 4,003 feet an arc distance of 184.77 feet to the point or place of BEGINNING.

PARCEL C - (Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lots 15, 17, 21 and 23; and Section 2, Block 2630, Lots 1, 2, 3 and 10)

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

BEGINNING at a point of intersection of the westerly side of Polychrome Place formerly Alexander Street with the westerly prolongation of the centerline of Babcock Place;

RUNNING THENCE along the westerly prolongation of the center line of Babcock Place, North $81^{\circ} 29' 30''$ West 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustein by deed dated 7/16/76 and recorded in the Westchester County Clerk's Office on 8/3/76 in Deed Liber 7342 cp 797;

RUNNING THENCE along said land conveyed,
North $10^{\circ} 18' 30''$ East 590.98 feet;
North $81^{\circ} 29' 30''$ West 152.79 feet; and
South $14^{\circ} 40' 08''$ West 35.21 feet to the point on the westerly prolongation of the southerly line of Lamartine Avenue;

THENCE westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North $81^{\circ} 29' 30''$ West 516.42 feet to the Pierhead and Bulkhead line established by the U. S. War Department on July 11, 1919;

THENCE along said Pierhead and Bulkhead line;
North $13^{\circ} 02' 36''$ East 1,838.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by Letters Patent dated October 31, 1898 and recorded in the Office of the Secretary of State in Book of Patents No. 50 at page 203;

THENCE along the northerly line of said grant, South $76^{\circ} 48' 38''$ East 611.48 feet to the westerly line of the New York Central Railroad (Hudson Division);

THENCE along land of the Railroad the following courses and distances:

In a southerly direction along a curve to the left having a radius of 4066.00 feet a distance of 224.47 feet;

South $18^{\circ} 50' 15''$ West 45.65 feet;

South $81^{\circ} 14' 40''$ East 12.85 feet;

South $10^{\circ} 09' 46''$ West 137.98 feet;

South $10^{\circ} 49' 13''$ West 174.04 feet;

South 17° 56' 37" West 167.48 feet;
South 01° 19' 29" West 392.15 feet;
South 09° 08' 17" West 157.55 feet;
South 03° 42' 00" East 140.01 feet; and
South 01° 48' 22" West 73.62 feet to the northeasterly corner of land described in Liber 8922
page 54;

THENCE along said land the following courses and distances:

South 86° 25' 30" West 93.11 feet and

South 10° 26' 00" West 506.56 feet;

THENCE South 10° 36' 00" West, along the westerly line of lands now or formerly of Babcock
Place Associates, a distance of 260.23 feet;

THENCE South 81° 29' 30" East, along the southerly line of lands now or formerly of Babcock
Place Associates, a distance of 115.68 feet to the westerly side of Polychrome Place;

THENCE South 8° 30' 30" West, along the westerly side of Polychrome Place, a distance of
50.00 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of the agreements between Habirshaw
Wire Company and New York Central and Hudson River Railroad in Liber 1983 cp 364 and
Liber 2022 cp 64 with regard to the erection and maintenance of a footbridge from parcel "C" to
Parcel "B" above described.

SCHEDULE B

1. Reverter provisions contained in Liber 121 cp 77 and in Liber 146 cp 67 (affects northerly portion of Tax Lot 10, Block 2630). (Affects Parcel C).
2. Terms, Covenants and Restrictions contained in an instrument recorded in Liber 6171 cp 452 on 12/28/61. (Affects Parcels B and C).
3. Terms and Conditions contained in certain Letters Patent in Liber 972 cp 116 and Book 44 of Patents, at page 375 (As to Parcels B and C), and in Liber 811 cp 413, Liber 1126 cp 470, Liber 1157 cp 330, Liber 1161 cp 301, Liber 1192 cp 11, Liber 1223 cp 192, Liber 1884 cp 275, Liber 1884 cp 326, Liber 1884 cp 327, Liber 642 cp 31, Liber 2632 cp 227 and in Book 31 of Patents at page 241 only as to such land under water not appropriated to the beneficial uses of the upland owner pursuant to said Letters Patent.
4. Rights of the People of the State of New York in those portions of the premises now under the waters of the Hudson River.
5. Rights of the Federal Government to enter upon and take possession of lands now or formerly lying below the high water mark of the Hudson River.
6. Sewer Pipe Reservation in Liber 1650 cp 38, recited in Liber 1651 cp 10. (Affects Parcel A).
7. Reservations, Easements and Agreements contained in Liber 6171 cp 452 (As to Parcel B).
8. Agreements in Liber 7268 cp 523. (Affects Parcel C).
9. Rights of the City of Yonkers to use, maintain and extend sewer pipes shown on Map No. 6108, as recited in Liber 4405 cp 380 and Reservations, Easements and Agreements in said Liber 4405 cp 380. (Affects Parcel C).
10. Rights of the City of Yonkers to use, maintain and extend sewer pipes as reserved in Liber 1126 cp 470, Liber 1716 cp 89 and Liber 1884 cp 275. (Affects Parcel C).
11. Reservation of drainage rights in Liber 1409 cp 6, repeated in numerous deeds of record. (Affects Parcels A and C).
12. Easement in Liber 7342 cp 797. (Affects Parcel C).
13. Boundary Line Agreement in Liber 8922 cp 22.

14. Declaration made by BICC CABLES CORPORATION regarding Order on Consent with the New York State Department of Environmental Conservation recorded on 8/17/00, in Control #402210454.

15. Together with and Subject to Agreements set forth in deed from Phelps Dodge Industries, Inc. To Cablec Corporation in Liber 7917, Page 531.

16. Together with and subject to easements, agreements and covenants set forth in Deed from Electric Power Research Institute, Inc. To BICC Cables Corporation in Liber 12035, Page 103.

17. Survey made by Ward Carpenter Engineers, Inc. last dated November 5, 2004 shows the premises herein in three parcels labeled Parcel A, Parcel B and Parcel C.

Parcel A - shows a blacktop parking area, chain link fence shown at northerly, southerly and easterly record lines.

No encroachments or variations are shown except:

a) Iron picket fence encroaches inside westerly record line.

Parcel B - shows vacant land, railroad tie wall, concrete wall inside westerly record line, iron picket fence on top of concrete wall at easterly record line.

No encroachments or variations are shown.

Parcel C - shows 2 story brick & vinyl building, 2 story brick building, 1 story brick & block building, 1 story metal building, 1 story concrete block building, Hudson River over the westerly portion of the premises, concrete pavement, blacktop pavement, gravel area, rip rap shoreline, chain link fences, utility poles, railroad tracks and monitoring wells. Survey notes easement areas.

No encroachments or variations are shown except:

a) Fence, stone wall and railroad track encroach over easterly record line.

b) 2 story brick building encroaches over northeasterly corner of premises by up to 2.65 feet;

d) Chain link fence varies from southerly and easterly record lines.

HUDSON ABSTRACT SERVICE PROFESSIONAL LLC

10 Schriever Lane
New City, New York 10956
(845) 638-2000 Telephone
(845) 634-0895 Facsimile

May 31, 2011

NYS Department of Environmental Conservation
Environmental Remediation
625 Broadway
Albany, NY 12233

Re: One Point Street, Inc.
Address: One Point Street
Yonkers, New York

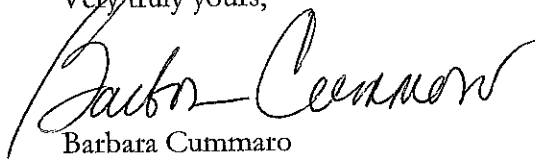
Dear Sir/Madam::

In accordance with the request of One Point Street, Inc., this is to advise that Hudson Abstract Services Professional, LLC has completed a title report as well as a "Pro Forma" Policy in connection with the property located at One Point Street, Yonkers, New York and the "proposed" Environmental Easement.

We are prepared to insure The People of the State of New York acting through their Commissioner of the Department of Environmental Conservation in an amount required by said insured after the acceptance of said Environmental Easement by the Westchester County Clerk's Office.

Thank you.

Very truly yours,



Barbara Cummaro
Director of Operations

**CONFIRMATORY BARGAIN AND SALE DEED
WITHOUT COVENANTS
AGAINST GRANTOR'S ACTS**

YOUR CITY I, LLC

- to -

ONE POINT STREET, INC.

SECTION:	2			
BLOCK:	2114	2620	2625	2630
LOT:	17, 20-35	35,40	15, 17, 21, 23	1, 2, 3, 10
COUNTY:	Westchester			

Record at the Request of the Title Co.

RETURN BY MAIL TO:

Peter Fisch, Esq.
Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, NY 10019

CONFIRMATORY BARGAIN AND SALE DEED

THIS INDENTURE, made as of the 5 day of April, 2010, between YOUR CITY I, LLC, a Delaware limited liability company, having an address c/o Satellite Asset Management, L.P., 623 Fifth Avenue, New York, New York 10022 ("Grantor") and ONE POINT STREET, INC., a Delaware Corporation, having an address c/o Satellite Asset Management, L.P., 623 Fifth Avenue, New York, New York 10022 ("Grantee").

WITNESSETH, that Grantor and Grantee, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, lawful money of the United States, paid by the Grantee, does hereby grant and release unto Grantee, their heirs or successors and assigns forever, the following described real property:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, with the building and improvements being bounded and described as more particularly set forth in Exhibit B annexed hereto and made a part hereof (the "Premises");

SAID PREMISES being known as and by the street number One Point Street;

It being the intention and desire of the Grantor and the Grantee to record this Indenture to confirm the vesting by operation of law, pursuant to the merger of Grantor with and into Grantee, with Grantee continuing as the surviving entity, evidenced by the filing of that certain certificate of merger with the Delaware Secretary of State on April 5, 2010 annexed hereto and made a part hereof as Exhibit A.


TOGETHER, with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the above-described Premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said Premises; TO HAVE AND TO HOLD the Premises herein vested by operation of law, or mentioned and intended so to be, with the appurtenances, unto Grantee, the heirs or successors and assigns of Grantee forever.

IN WITNESS WHEREOF, the Grantor has duly executed this Indenture as of the day and year first above written.

YOUR CITY I, LLC,
a Delaware limited liability company

By: One Point Street, Inc., its sole
member,

By: 
Name: Matthew Deschamps
Title: Director

ACKNOWLEDGMENT

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

On the 25 day of May in the year 2010 before me, the undersigned, personally appeared Matt Deschamps, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public (SEAL)
SIMON RAYKHER
NOTARY PUBLIC, State of New York
No. 02RA5062947
Qualified in Kings County
Commission Expires July 8, 2010

Exhibit A

Certificate of Merger

[see attached]

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

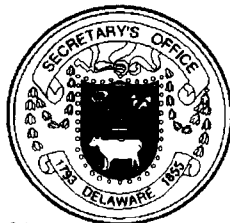
"YOUR CITY I, LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "ONE POINT STREET, INC." UNDER THE NAME OF "ONE POINT STREET, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTH DAY OF APRIL, A.D. 2010, AT 1:58 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

3897485 8100M

100349939

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7910832

DATE: 04-05-10

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANY
INTO A
DOMESTIC CORPORATION**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is One Point Street, Inc.
_____, a Delaware Corporation, and the name of the
limited liability company being merged into this surviving corporation is _____
Your City I, LLC

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is One Point Street, Inc.

FOURTH: The merger is to become effective upon filing _____

FIFTH: The Agreement of Merger is on file at 623 Fifth Avenue,
New York, NY 10022 _____, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 31 day of March, A.D., 2010.

By: _____
Authorized Officer

Name: _____ **SIMON RAYKHER**
Print or Type **DIRECTOR**

Title: _____

Exhibit B

Legal Description of the Premises

[see attached]

EXHIBIT B

Legal Description

Parcel A: (Section 2, Block 2114, Lots 20-35)

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

BEGINNING at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

RUNNING THENCE along the westerly side of Ravine Avenue, South 11 degrees 58 minutes 47 seconds West 180.67 feet to the northerly line of land now or formerly of Clyne P. Starke;

THENCE westerly along the northerly line of said land now or formerly of Clyne P. Starke and City of Yonkers, North 72 degrees 43 minutes 13 seconds West 241.76 feet to the easterly side of Glenwood Terrace;

THENCE northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.89 feet to the southerly side of Point Street;

THENCE along the southerly side of Point Street, South 72 degrees 43 minutes 13 seconds East 267.60 feet to the point or place of BEGINNING.

Parcel B (Section 2, Block 2114, Lot 17)

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company said easterly side of said lands is intersected or would be intersected by the prolongation westerly of the southerly side of Point Street; and

RUNNING THENCE South 72 degrees 43 minutes 13 seconds East, along the southerly side of, or the prolongation westerly of, the southerly side of Point Street 25.55 feet to the westerly side of Glenwood Terrace;

THENCE southerly along the westerly line of Glenwood Terrace on a curve to the left having a radius of 3,978 feet an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

THENCE North 72 degrees 43 minutes 36 seconds West, along said lands now or formerly of the City of Yonkers, 25.82 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

THENCE northerly, along the easterly side of lands of The New York Central Railroad Company on a curve to the right having a radius of 4,003 feet an arc distance of 184.77 feet to the point or place of BEGINNING.

Parcel C (Section 2, Block 2620. Lots 35 and 40; Section 2, Block 2625 Lots 15. 17. 21 and 23; and Section 2. Block 2630. Lots 1. 2. 3 and 10)

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

BEGINNING at a point of intersection of the westerly side of Polychrome Place formerly Alexander Street with the westerly prolongation of the centerline of Babcock Place;

RUNNING THENCE along the westerly prolongation of the center line of Babcock Place, North 81 degrees 29 minutes 30 seconds West 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustein by deed dated July 16, 1976 and recorded in the Westchester County Clerk's Office on August 3, 1976 in Deed Liber 7342 Cp. 797;

RUNNING THENCE along said land conveyed,

North 10 degrees 18 minutes 30 seconds East 590.98 feet;

North 81 degrees 29 minutes 30 seconds West 152.79 feet; and

South 14 degrees 40 minutes 08 seconds West 35.21 feet to the point on the westerly prolongation of the southerly line of Lamartine Avenue;

THENCE westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North 81 degrees 29 minutes 30 seconds West 516.42 feet to the Pierhead and Bulkhead line established by the U.S. War Department on July 11, 1919;

THENCE along said Pierhead and Bulkhead line; North 13 degrees 02 minutes 36 seconds East 1,838.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by Letters Patent dated October 31, 1898 and recorded in the Office of the Secretary of State in Book of Patent No. 50 at page 203;

THENCE along the northerly line of said grant, South 76 degrees 48 minutes 38 seconds East 611.48 feet to the westerly line of the New York Central Railroad (Hudson Division);

THENCE along land of the Railroad the following courses and distances:

In a southerly direction along a curve to the left having a radius of 4066.00 feet a distance of 224.47 feet;

South 18 degrees 50 minutes 15 seconds West 45.65 feet;

South 81 degrees 14 minutes 40 seconds East 12.85 feet;

South 10 degrees 09 minutes 46 seconds West 137.98 feet;

South 10 degrees 49 minutes 13 seconds West 174.04 feet;

South 17 degrees 56 minutes 37 seconds West 167.48 feet;

South 01 degree 19 minutes 29 seconds West 392.15 feet;

South 09 degrees 08 minutes 17 seconds West 157.55 feet;

South 03 degrees 42 minutes 00 seconds East 140.01 feet; and

South 01 degree 48 minutes 22 seconds West 73.62 feet to the northeasterly corner of land described in Liber 8922 page 54;

THENCE along said land the following courses and distances:

South 86 degrees 25 minutes 30 seconds West 93.11 feet and

South 10 degrees 26 minutes 00 seconds West 506.56 feet;

THENCE South 10 degrees 36 minutes 00 seconds West, along the westerly line of lands now or formerly of Babcock Place Associates, a distance of 260.23 feet;

THENCE South 81 degrees 29 minutes 30 seconds East, along the southerly line of lands now or formerly of Babcock Place Associates, a distance of 115.68 feet to the westerly side of Polychrome Place;

THENCE South 8 degrees 30 minutes 30 seconds West, along the westerly side of Polychrome Place, a distance of 50.00 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of the agreements between Habirshaw Wire Company and New York Central and Hudson River Railroad in Liber 1983 Cp. 364 and Liber 2022 Cp. 64 with regard to the erection and maintenance of a footbridge from Parcel "C" to Parcel "B" above described.

Schedule A Description

Parcel A (Section 2, Block 2114, Lots 20-35)

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

BEGINNING at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

RUNNING THENCE along the westerly side of Ravine Avenue, South 11 degrees, 58 minutes, 47 seconds West, 180.67 feet to the northerly line of land now or formerly of Clyne P. Starke;

THENCE westerly along the northerly line of said land now or formerly of Clyne P. Starke and City of Yonkers, North 72 degrees, 43 minutes, 13 seconds West, 241.76 feet to the easterly side of Glenwood Terrace;

THENCE northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.89 feet to the southerly side of Point Street;

THENCE along the southerly side of Point Street, South 72 degrees, 43 minutes, 13 seconds East, 267.60 feet to the point or place of BEGINNING.

Parcel B (Section 2, Block 2114, Lot 17)

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company, said easterly side of said lands is intersected, or would be intersected, by the prolongation westerly of the southerly side of Point Street; and

RUNNING THENCE South 72 degrees, 43 minutes, 13 seconds East, along the southerly side of, or the prolongation westerly of, the southerly side of Point Street, 25.55 feet to the westerly side of Glenwood Terrace;

THENCE southerly along the westerly line of Glenwood Terrace on a curve to left having a radius of 3,978 feet, an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

THENCE North 72 degrees, 43 minutes, 36 seconds West, along said lands now or formerly of the City of Yonkers, 25.82 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

Thence northerly, along the easterly side of lands of the New York Central Railroad Company on a curve to the right having a radius of 4,003 feet, an arc distance of 184.77 feet to the point or place of BEGINNING

Parcel C (Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lot 15, 17, 21, and 23; and Section 2, Block 2630, Lots 1, 2, 3 and 10)

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

BEGINNING at a point of intersection of the westerly side of Polychrome Place, formerly Alexander Street, with the westerly prolongation of the centerline of Babcock Place;

RUNNING THENCE along the westerly prolongation of the centerline of Babcock Place, North 81 degrees, 29 minutes, 30 seconds West, 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustein by deed dated 7/16/76 and recorded in the Westchester County Clerk's Office on 8/3/76 in Deed Liber 7342 cp 797;

RUNNING THENCE along said land conveyed,

North 10 degrees, 18 minutes, 30 seconds East, 590.98 feet;

North 81 degrees, 29 minutes, 30 seconds West, 152.79 feet; and

South 14 degrees, 40 minutes, 08 seconds West, 35.21 feet to the point on the westerly prolongations of the southerly line of Lamartine Avenue;

THENCE westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North 81 degrees, 29 minutes, 30 seconds West, 516.42 feet to the Pierhead and Bulkhead line established by the U.S. War Department on July 11, 1919;

THENCE along said Pierhead and Bulkhead line;

North 13 degrees, 02 minutes, 36 seconds East, 1,838.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water, granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by Letters Patent dated October 31, 1898 and recorded in the Office of the Secretary of State in Book of Patents No. 50 at Page 203.

THENCE along the northerly line of said Grant, South 76 degrees, 48 minutes, 38 seconds East, 611.48 feet to the westerly line of the New York Central Railroad Company (Hudson Division);

THENCE along land of the Railroad the following courses and distances:

In a southerly direction along a curve to the left having a radius of 4066.00 feet a distance of 224.47 feet;

South 18 degrees, 50 minutes, 15 seconds West, 45.65 feet;

South 81 degrees, 14 minutes, 40 seconds East, 12.85 feet;

South 10 degrees, 09 minutes, 46 seconds West, 137.98 feet;

South 10 degrees, 49 minutes, 13 seconds West, 174.04 feet;

South 17 degrees, 56 minutes, 37 seconds West, 167.48 feet;

South 01 degrees, 19 minutes, 29 seconds West, 392.15 feet;

South 09 degrees, 08 minutes, 17 seconds West, 157.55 feet;

South 03 degrees, 42 minutes, 00 seconds East, 140.01 feet; and

South 01 degrees, 48 minutes, 22 seconds West, 73.62 feet to the northeasterly corner of land described in Liber 8922 Page 54;

THENCE along said land, the following courses and distances:

South 86 degrees, 25 minutes, 30 seconds West, 93.11 feet; and

South 10 degrees, 26 minutes, 00 seconds West, 506.56 feet;

THENCE South 10 degrees, 36 minutes, 00 seconds West, along the westerly line of lands now or formerly of Babcock Place associates, a distance of 260.23 feet;

THENCE South 81 degrees, 29 minutes, 30 seconds East, along the southerly line of lands now or formerly Babcock Place Associates, a distance of 115.68 feet to the westerly side of Polychrome Place;

THENCE South 8 degrees, 30 minutes, 30 seconds West, along the westerly side of Polychrome Place, a distance of 50.00 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of the agreements between Habirshaw Wire Company and New York Central and Hudson River Railroad in Liber 1983 cp 364 and Liber 2022 cp 64, with regard to the erection and maintenance of a footbridge from Parcel "C" to Parcel "B" above described.

SCHEDULE B

EXCEPTIONS

LIBER 121 CP 77

L. 121
SAMPSON SIMPSON, :

TO :

THE HUDSON RIVER :

RAILROAD COMPANY, :

For Map forming part of this instrument
see Volume... of Maps Page 22...

THIS INDENTURE made the seventeenth

day of August in the year of our Lord one thousand eight hundred and forty seven,
BETWEEN SAMPSON SIMPSON of the town of Yonkers, in the County of Westchester and
State of New York, of the first part and THE HUDSON RIVER RAILROAD COMP'Y. of the
second part, WITNESSETH that the said party of the first part for and in considera-
tion of the sum of SEVEN HUNDRED DOLLARS, lawful money of the United States of America
to him in hand paid by the said parties of the second part or before the sealing
and delivery of these presents the receipt whereof is hereby acknowledged hath granted
bargained, sold, aliened, released conveyed and confirmed and by these presents doth
grant, bargain, sell, alien, release convey and confirm unto the said parties of the
second part and to their successors and assigns forever, ALL that certain
strip, piece or parcel of land, containing in total length as measured on the
centre line of the said Railroad seven hundred and seventy nine feet (1779)
through the lands and premises of the said Sampson Simpson situated in the Town of
Yonkers, aforesaid as now laid out and located through said premises as part of the
route of the Hudson River Railroad as the said strip is laid down on the annexed
map or diagram. Bounded on the north by the lands of E.F. Shonnard on the south
by the land of Jas. Blackwell on the east by a line running parallel with the
centre line of said Railroad as now staked out through said lands and distant there-
from thirty three feet (33) and on the west by a line running nearly parallel
with the centre line of said Railroad as now staked out and distant therefrom from
thirty three to seventy three feet (33 to 73) as laid down on said map containing
above and below high water mark of the Hudson River two acres and eight hundred
and



ten thousandths of an acre (2.810). TOGETHER with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof. AND ALSO all the estate right title interest, property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof, with the appurtenances. TO HAVE AND TO HOLD the above granted and described premises with the appurtenances unto the said parties of the second part their successors and assigns to them and their own proper use and behoof forever. THE said party of the first part however hereby reserves to himself his heirs and assigns forever, all his and their right to all lands lying below high water mark of the said Hudson River except such portion as is taken for the use and occupation of the said Road, as located opposite the lands of the said party of the first part and as is particularly described in the said map. AND the said Sampson Simpson for himself his heirs, executors and administrators doth covenant grant and agree to and with the said parties of the second part their successors and assigns that the said Sampson Simpson at the time of the sealing and delivery of these presents is lawfully seized in his own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted and described premises with the appurtenances. AND hath good right full power and lawful authority to grant, bargain, sell and convey the same in manner aforesaid. AND the said Sampson Simpson and his heirs, the said premises in the quiet and peaceable possession of the said parties of the second part their successors and assigns against the said party of the first part his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will warrant and by these presents forever defend. BUT it is expressly

understood and agreed between the parties aforesaid by these presents that the above grant is made for the purpose of a Railroad and ways according to the true intent and meaning of the act incorporating the said parties of the second part and the act amendatory thereof, for those purposes only and subject to the provisions of said acts. IN WITNESS WHEREOF the said party of the first part hath hereunto set his hand and seal the day and year first above written.

Sealed and delivered

in the presence of-

SAMUEL SIMPSON

(L.S.)

N.B. Two lines at the bottom of the first page & two lines at the top of the 2d page being previously erased in red ink.

Niel Gray.

STATE OF NEW YORK, ~~SEWER~~ COUNTY, SS. BE it known that on this seventeenth day of August, A.D. 1847, personally came before me Sampson Simpson known to me to be the person described in and who executed the foregoing conveyance and acknowledged that he executed the same for the uses and purposes therein contained.

Niel Gray, Comr. of Deeds.

STATE OF NEW YORK, CITY & COUNTY OF NEW YORK, SS. I, JAMES CONNER, Clerk of the City and County of New York, do hereby certify that NIEL GRAY, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument & thereon written was at the time of taking such proof or acknowledgment a COMMISSIONER OF DEEDS for said City & County, dwelling in the said City, commissioned & sworn & duly authorized to take the same. AND further that I am well acquainted with the handwriting of such Commissioner & verily believe that the signature to the said certificate of proof or acknowledgment is genuine. IN TESTIMONY WHEREOF I have hereunto set my hand & affixed the seal of the said County the 17th day of Aug. 1847.

James Conner, Clk.

A true copy of the original Deed and acknowledgment thereof, with Clerk's certificate annexed recorded Aug. 19th, 1847, at 6 o'clock A.M. (with map)

Mumson I. Lockwood, Clerk.

PARCEL No 29
SAMPSON SIMPSON
Length 1779ft

Acres above Water Line 0.585
do below do 2.225

Blackwell

LIBER 146 CP 67

L. 126
3

67

enally came before me JAMES D. GREGORY and acknowledged that he had executed the foregoing conveyance and I certify that I know the said James D. Gregory who made the said acknowledgment is the individual described in, and who executed the said conveyance.

Walter Keeler, Justice of the Peace.

A true copy of the original Deed and acknowledgment thereof recorded April 9th, 1890 at 11 o'clock A.M.

Rob. R. Oakley, Clerk.

HUDSON R.R. R. CO., : Agreement.

TO :

SAMPSON SIMPSON, :

X

WHEREAS SAMPSON SIMPSON, of the Town of

Yonkers, County of Westchester hath agreed to execute a deed to the HUDSON RIVER RAILROAD COMPANY for the land required and authorized by law to be taken for the said road agreeably to the map of the said road comprising in total length as measured on the centre line of said road 1779 feet and containing above and below the highwater mark of the Hudson River for permanent and temporary purposes $3 \frac{513}{1000}$ acres of land reserving to himself all rights to all lands lying below the said high water mark, except such as is taken for the use and occupation of the said road as authorized by the Charter of the said Company and hereby intended to be conveyed for the said railroad and for no other use or purpose whatever. The said road shall not interfere nor prevent the usual access to any wharf or wharves now or hereafter to be constructed and made. AND when the Company shall cease then this property thus conveyed shall revert to the said Sampson Simpson his heirs, and assigns. THEREFORE in consideration of the

said intended conveyance to the said Company and for the consideration therein mentioned to the said Sampson Simpson. IT is hereby understood and mutually agreed between the said Company and Sampson Simpson of the town of Yonkers in the County of Westchester and State of New York, that the said Company shall and will be responsible and make good to the said Sampson Simpson his heirs, and assigns all damages that shall accrue to his lands next to and adjoining the said railroad by reason of the said railroad passing through the same. AND it is further agreed between the said parties that when the said Company shall cease the land and premises so conveyed by the said Sampson Simpson to the said Company shall revert to the said Sampson Simpson his heirs, and assigns. AND ALSO it is further agreed between the aforesaid parties that the land that is now staked off east of the said road and to be used by the said Company for temporary occupation the fee thereof is shall be and remain in the said Sampson Simpson his heirs, and assigns forever. AND the said Company hereby agree that in sloping the land taken for temporary purposes the work shall be so executed as to prevent waste and gullying thereof. AND ALSO that suitable gates with locks shall be placed under the direction of the said Sampson Simpson along the said premises adjacent to the said road and it is understood by the said parties that all the trees wood and under wood of any description on the said premises thus to be conveyed is and shall be reserved to the said Sampson Simpson and to be wholly under his direction. AND it is further mutually agreed between the said parties that the said Company shall and will retain and preserve any existing boundary rocks or monument, south of his farm adjacent thereto, and west thereof, between the said Sampson Simpson and James Blackwell and also on the north of his farm and adjacent thereto and west thereof between the said Sampson Simpson and Edward F. Menard that shall or will be interfered with or covered up in

the construction of said road. IN that case the said Company shall and will furnish supply and erect such other permanent monument as the parties interested shall agree on which said agreement together with the maps describing and designating the situation of the said boundary monument shall be filed by the said Company in the Clerk's office in the County of Westchester previously to the said Company removing interfering or covering the existing boundary monument or rocks. AND that the said monuments so erected shall be preserved by the said Company during its existence under the act incorporating the said Company. IN WITNESS WHEREOF the said Company have hereunto affixed its corporate seals in due form of law and the said Sampson Simpson his hand and seal the seventeenth day of August in the year one thousand eight hundred and forty seven. X

WM. CHAMBERLIN, Prest. (L.S.)

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, SS. On the seventeenth day of August 1847 before me appeared a WILLIAM CHAMBERLIN with whom I am personally acquainted known to me to be the President of the Corporation named in the foregoing written agreement who being by me duly sworn says that he resides in the City of New York, that the seal affixed to the said agreement is the corporate seal of the said corporation, and was so affixed by their authority.

Niel Gray, Commissioner of Deeds.

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, SS. I, JAMES CORNER, Clerk of the City and County of New York, do hereby certify that NIEL GRAY whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgment a COMMISSIONER OF DEEDS for said City and County dwelling in the said City commissioned and sworn and

duly authorized to take the same. AND further that I am well acquainted with the handwriting of such Commissioner and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. IN TESTIMONY WHEREOF I have hereunto affixed the seal and set my hands of the said County the 18th day of August 1847.

(L.S.) James Conner, Clerk.

A true copy of the original Deed and acknowledgment thereof with Clerk's certificate recorded April 22nd, 1850, at 12 o'clock A.M.

Rob. R. Oakley, Clerk.

ISAAC REYNOLDS, SEN., & WIFE, :

TO :

DAVID M. BARRETT, : THIS INDENTURE made the first day of April one thousand eight hundred and fifty, BETWEEN ISAAC REYNOLDS, SEN., of the Town of Bedford, County of Westchester and State of New York, and ELIZA his wife, of the first part and DAVID M. BARRETT- of the Town, County and State aforesaid, of the second part, WITNESSETH that the said parties of the first—for and in consideration of the sum of ONE THOUSAND AND ONE HUNDRED DOLLARS, lawful money of the United States, to them in hand paid by the said party of the second part, at before the enrolling and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second part, his heirs, executors and administrators forever released and discharged from the same by these presents have granted, bargained, sold, aliened, remised,

LIBER 6171 CP 452

Form R.E. - 1

Bargain and Sale Deed, without Covenant against Grantor's Acts

THIS INDENTURE, made the 7 day of December
nineteen hundred and sixty-one.

BETWEEN - THE NEW YORK CENTRAL RAILROAD COMPANY, a - - - -

- - - - - corporation(s) organized and existing under the
laws of the State of Delaware, having offices at 466 Lexington
Avenue, in the Borough of Manhattan, City, County and State of
New York, hereinafter referred to as the Grantor, and - - - -
PHELPS DODGE COPPER PRODUCTS CORPORATION, a corporation organized
and existing under the laws of the State of Delaware, having its
principal office and place of business at No. 300 Park Avenue,
New York 22, New York - - - - -

hereinafter referred to as the Grantee,

WITNESSETH, that the Grantor, for and in consideration of
ONE DOLLAR (\$1.00) and other good and valuable consideration in
dollars, lawful money of the United States, paid by the Grantee,
the receipt whereof is hereby acknowledged, does hereby grant and
release unto the Grantee, the heirs or successors and assigns of
the Grantee forever, the premises described in Schedule "A", attached
hereto and a part hereof.

USIR STAMPS
ATTACHED 1228 DEC 28 1961

(B)

SCHEDULE "A"

PARCEL No. 1

ALL that certain piece or parcel of land and land under water situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at the northwesterly corner of lands conveyed by The New York Central Railroad Company to Ludlum-Low Realty Corp. by deed dated January 27, 1958, and recorded in Westchester County Clerk's Office, Division of Land Records, February 6, 1958, in Liber 5780 of deeds at page 237, said point of beginning being also the point of intersection of the prolongation westerly of the southerly side of Lamartine Avenue with the pier line in the Hudson River as established by the Common Council of the City of Yonkers on April 12, 1886; and running

Thence northeasterly, along said pier line 25 feet more or less, to the division line between lands under water as granted by the People of the State of New York to Charlotte McCallum and others by Letters Patent dated October 16, 1897 and recorded in Westchester County Clerk's Office, Division of Land Records, formerly Register's Office, July 18, 1905 in Liber 1716 of Deeds at page 89 and as granted by the People of the State of New York to Sarah Price by Letters Patent dated December 17, 1887, and recorded in Westchester County Clerk's Office, Division of Land Records, formerly Register's Office December 21, 1887, in Liber 1126 of Deeds at page 470;

Thence southeasterly, along said division line 53.6 feet to the pier and bulkhead line in the Hudson River as established by the Secretary of War of the United States on May 26, 1904;

Thence northeasterly, along said pier and bulkhead line and through said lands granted to Sarah Price 125 feet, more or less, to the division line between said lands granted to Sarah Price and lands under water as granted by the People of the State of New York to Felix P. Bechet by Letters Patent dated September 24, 1897 and recorded in the Westchester County Clerk's Office, Division of Land Records, formerly Register's Office October 15, 1897 in Liber 1474 of Deeds at page 209;

Thence northwesterly, along said division line 5603 feet to the pier line as established by the Common Council of the City of Yonkers on April 12, 1886 and the northwesterly line of said lands granted to Felix P. Bechet;

Thence northeasterly, along said pier line and the northwesterly line of said lands granted to Felix P. Bechet and the northwesterly line of lands under water granted by the People of the State of New York to James Jackson by Letters Patent dated April 4, 1895 and recorded in the Westchester County Clerk's Office, Division of Land Records, formerly Register's Office, April 17, 1895 in Liber 1389 of Deeds at page 379 and the northwesterly line of lands under water as granted by the People of the State of New York to Catharine M. Lally, administratrix of the Estate of James Lally by Letters Patent dated November 13, 1894 and recorded in the Westchester County Clerk's Office, Division of Land Records, formerly Register's Office, December 3, 1894 in Liber 1373 of Deeds at page 286 and the northwesterly line of lands under water as granted by the People of the State of New York to Hannah F. Cunningham by Letters Patent dated July 2, 1888 and recorded in the Westchester County Clerk's Office, Division of Land Records, formerly Register's Office, February 21, 1889 in Liber 1157 of Deeds at page 330, 200 feet, more or less, to the northeasterly line of said lands granted to Hannah F. Cunningham;

Thence southeasterly, along the northeasterly line of said lands granted to Hannah F. Cunningham 190 feet, more or less, to the pier and bulkhead line as established by the War Department of the United States on September 20, 1897 and the northwesterly line of lands under water as granted by the People of the State of New York to Joseph B. Thompson by Letters Patent dated July 23, 1909 and filed in the Westchester County Clerk's Office, Division of Land Records, formerly Register's Office, August 17, 1909 in Liber 1884 of Deeds at page 275;

Thence northeasterly, along said pier and bulkhead line and said

lands granted to Joseph B. Thompson 150.6 feet to the southwesterly line of lands under water as granted by the People of the State of New York to Henry A. Dingee by Letters Patent dated July 1, 1872 and recorded in the Westchester County Clerk's Office, Division of Land Records, formerly Register's Office August 20, 1909, in Liber 1884 of Deeds at page 327;

Thence northwesterly, along the southwesterly line of lands granted to Henry A. Dingee 18 feet, more or less, to the northwesterly line of said lands;

Thence northeasterly, along the northwesterly line of said lands granted to Henry A. Dingee 300 feet, more or less, to the point of intersection of the northwesterly line of said lands and the prolongation westerly of the northerly side of Gold Street, said point also being the southwest corner of lands conveyed by The New York Central Railroad Company to Phelps Dodge Copper Products Corporation by deed dated May 29, 1946 and recorded in Westchester County Clerk's Office, Division of Land Records, July 2, 1946 in Liber 4405 of Deeds at page 380;

Thence easterly, along the prolongation westerly of the northerly side of Gold Street and the southerly line of said lands conveyed to Phelps Dodge Copper Products Corporation and a line in prolongation easterly thereof 339.7 feet to a point distant 186.52 feet westerly as measured along the prolongation westerly of the northerly side of Gold Street from the monumented center line of the New York Central Railroad;

Thence southwesterly, on a line forming an interior angle of 75°-01' with the last described line 64.41 feet to a point;

Thence still southwesterly, on a line forming an interior angle of 178°-24' with the last described line 515.83 feet to a point;

Thence still southwesterly, on a line forming an interior angle of 192°-37' with the last described line 135.68 feet to a point;

Thence still southwesterly, on a line forming an interior angle of 177°-43' with the last described line 110 feet to the prolongation westerly of the southerly side of Lamartine Avenue and the northerly line of lands of Ludlum-Lowy Realty Corp. as above mentioned;

Thence westerly, along the prolongation westerly of the southerly side of Lamartine Avenue and the northerly line of said lands of Ludlum-Lowy Realty Corp. 357.5 feet to the pier line as established by the Common Council of the City of Yonkers on April 12, 1886 and the point and place of beginning;

CONTAINING 6.97 acres, more or less, of land and land under water.

TOGETHER with all the right, title and interest, if any, of the Grantor in and to the lands under the waters of the Hudson River adjoining said Parcel No. 1 on the west.

SUBJECT, HOWEVER, to the occupancy of said Parcel No. 1 by the 30-inch cast iron drainage pipe of the Grantor as shown on survey by John E. Warneck, dated January 24, 1961, certified April 12, 1961 and revised May 2, 1961 and October 27, 1961, and RESERVING to the Grantor, its successors and assigns, by its or their agents, employees, contractors and workmen, the right and easement to maintain, repair, replace, renew and use said drainage pipe and to enter upon said Parcel No. 1 from time to time and at all times as may be necessary or desirable for any of said purposes.

AND by the acceptance of this deed the Grantee, for itself, its successors and assigns, does hereby covenant and agree to and with the Grantor, its successors and assigns, that should the Grantee, its successors or assigns, fill in the land under water included in said Parcel No. 1, then and in that event the Grantee, its successors or assigns, shall extend said drainage pipe through and under the land so filled and if said drainage pipe is extended as aforesaid by the Grantee, its successors or assigns, such extension shall be maintained, replaced, renewed and repaired at the sole cost and expense of the Grantee, its successors and assigns, and it or they shall not do or in any manner cause, allow or permit to be done anything that may, in any manner obstruct, impede or interfere with the free flow of water through said drainage pipe or any extension thereof.

PARCEL No. 2

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company distant 33 feet easterly as measured radially from the monumented center line of the New York Central Railroad where said easterly side of said lands is intersected or would be intersected by the prolongation westerly of the southerly side of Point Street; and running

Thence easterly, along the southerly side of, or the prolongation westerly of the southerly side of Point Street 25.44 feet to the easterly side of the first parcel of land conveyed by Theodore Fitch as Administrator with the Will annexed and as substituted trustee under the Last Will and Testament of Frederick A. Coe to The New York Central and Hudson River Railroad Company by deed dated November 27, 1906 and recorded in Westchester County Clerk's Office, Division of Land Records, formerly Register's Office, December 11, 1906 in Liber 1782 of Deeds at page 207;

Thence southerly, along the easterly line of said lands on a curve to the left having a radius of 3,978 feet concentric with and always 58 feet easterly as measured radially from the monumented center line of said railroad an arc distance of 188.57 feet to the lands now or formerly of the City of Yonkers;

Thence westerly, along said lands now or formerly of the City of Yonkers, 25.61 feet to a point in the easterly side of the lands of The New York Central Railroad Company, said point being 33 feet easterly as measured radially from the monumented center line of said railroad;

Thence along the easterly side of lands of The New York Central Railroad Company on a curve to the right having a radius of 4,003 feet concentric with and always 33 feet easterly as measured radially from the monumented center line of said railroad an arc distance of 187.62 feet to the point and place of beginning;

CONTAINING 4,702 square feet of land, more or less.

TOGETHER with all right, title and interest of the Grantor in and to a certain lease agreement between the India Rubber and Gutta Percha Insulating Company and The New York Central and Hudson River Railroad Company, dated October 11, 1907 and recorded in Westchester County Clerk's Office, Division of Land Records, formerly Register's Office, October 31, 1907 in Liber 1822 of Deeds at page 204.

SUBJECT, HOWEVER, to the occupancy of said Parcel No. 2 by the retaining wall of the Grantor and the duct line of the Grantor located in said retaining wall, as shown on survey by John E. Warneck dated February 6, 1961, certified April 12, 1961 and revised July 3, 1961 and October 27, 1961, and RESERVING to the Grantor, its successors and assigns, by its or their agents, employees, contractors and workmen the right and easement to maintain, repair, replace, renew and use said retaining wall and duct line and to enter upon said Parcel No. 2 from time to time and at all times as may be necessary or desirable for any of said purposes.

AND by the acceptance of this deed the Grantee, for itself, its successors and assigns, does hereby covenant and agree to and with the Grantor, its successors and assigns, that any construction to be done by the Grantee, its successors or assigns, upon said Parcel No. 2 shall be in accordance with plans and specifications first submitted to and approved by the Chief Engineer of the Grantor, its successors or assigns, which approval will not be unreasonable withheld.

PARCEL No. 3

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

BEGINNING at the northeast corner of lands conveyed by The New York Central Railroad Company to Phelps Dodge Copper Products Corporation by deed dated May 29, 1946 and recorded in Westchester County Clerk's Office, Division of Land Records July 2, 1946 in Liber 4405 of Deeds at page 380, said point of beginning also being the southwesterly

corner of lands of The New York Central and Hudson River Railroad Company as acquired from The Yonkers Yacht Club by condemnation pursuant to an order of the Supreme Court, Westchester County, dated December 4, 1908, said point of beginning also being the southeasterly corner of lands conveyed by The Yonkers Yacht Club to Phelps Dodge Corporation by deed dated April 12, 1937 and recorded in Westchester County Clerk's Office, Division of Land Records, April 15, 1937 in Liber 3583 of Deeds at page 66; and running

Thence northerly, along the division line between said lands of The New York Central and Hudson River Railroad Company as acquired by said condemnation and the lands of Phelps Dodge Corporation as acquired by said deed recorded in Liber 3583 at page 66 and continuing along the division line between lands of The New York Central and Hudson River Railroad Company as acquired from The City of Yonkers also pursuant to the above described condemnation proceeding and the lands conveyed by The City of Yonkers to Phelps Dodge Corporation by deed dated March 6, 1937 and recorded in Westchester County Clerk's Office, Division of Land Records, March 10, 1937 in Liber 3575 of Deeds at page 32, 167.15 feet to the northwesterly corner of lands conveyed by James Blackwell to The Hudson River Railroad Company by deed dated August 18, 1847 and recorded in Westchester County Clerk's Office, Division of Land Records, formerly Register's Office, August 31, 1847 in Liber 121 of Deeds at page 16, said point also being the southwesterly corner of lands conveyed by Sampson Simpson to The Hudson River Railroad Company by deed dated August 17, 1847 and recorded in Westchester County Clerk's Office, Division of Land Records, formerly Register's Office, August 19, 1847 in Liber 121 of Deeds at page 77;

Thence along the westerly line of said lands conveyed by Sampson Simpson, being along the easterly line of lands of Phelps Dodge Copper Products Corporation, the following courses and distances:
 northwesterly on a line forming an interior angle of $194^{\circ}-41'-12''$ with the last described line, a distance of 24.00 feet;
 northeasterly on a line forming an interior angle of $169^{\circ}-06'-25''$ with the last described line, a distance of 54.30 feet;
 northeasterly on a line forming an interior angle of $159^{\circ}-08'-14''$ with the last described line, a distance of 60.77 feet; and
 northeasterly on a line forming an exterior angle of $170^{\circ}-57'-16''$ with the last described line, a distance of 102.7 feet to a point;

Thence through said lands conveyed by Sampson Simpson on a line which on its northerly side makes an angle of $179^{\circ}-54'-57''$ with the northeasterly prolongation of the last described line, a distance of 128.5 feet to a point distant 30.73 feet westerly as measured radially from the monumented center line of the New York Central Railroad;

Thence southwesterly, still through said lands conveyed by Sampson Simpson on a line forming an exterior angle of $91^{\circ}-24'-38''$ with the last described line, a distance of 138.08 feet to a point distant 45.14 feet westerly as measured radially from the monumented center line of the New York Central Railroad;

Thence southwesterly, still through said lands conveyed by Sampson Simpson and continuing through the lands as acquired by The Hudson River Railroad Company by deed from James Blackwell as above mentioned and from the City of Yonkers and Yonkers Yacht Club pursuant to the above mentioned condemnation proceeding, on a line forming an interior angle of $179^{\circ}-21'$ with the last described line, a distance of 174.18 feet to a point distant 71.82 feet westerly as measured radially from the monumented center line of the New York Central Railroad;

Thence southwesterly, through lands of The New York Central and Hudson River Railroad Company as acquired from Josephine Bogart and others by the above mentioned condemnation proceeding and from The Yonkers Canoe Club by deed dated June 7, 1907 and recorded in Westchester County Clerk's Office, Division of Land Records, formerly

Register's Office, June 12, 1907 in Liber 1805 of Deeds at page 296, on a line forming an interior angle of $172^{\circ}-52'-36''$ with the last described line, a distance of 167.48 feet to a point;

Thence westerly, on a line forming an interior angle of $91^{\circ}-19'-03''$ with the last described line 20.0 feet to the easterly line of lands of the Phelps Dodge Copper Products Corporation, as acquired by deed recorded in Liber 4405 at page 380 as above mentioned;

Thence, northerly, along said lands of Phelps Dodge Copper Products Corporation, 164.0 feet to the point and place of beginning;

CONTAINING 11,203 square feet of land, more or less;

SUBJECT, HOWEVER, to the occupancy of said Parcel No. 3 by the electric power transmission line and pole and underground sewers of the Grantor, as shown on said survey by John E. Warneck dated February 6, 1961; certified April 12, 1961 and revised July 3, 1961 and October 27, 1961; and RESERVING to the Grantor, its successors and assigns, by its or their agents, employees, contractors and workmen, the right and easement to maintain, repair, replace, renew and use said electric power transmission line and pole and sewers, and to enter upon said Parcel No. 3 from time to time and at all times as may be necessary or desirable for any of said purposes.

AND by the acceptance of this deed the Grantee, for itself, its successors and assigns, does hereby covenant and agree to and with the Grantor, its successors and assigns, that so long as the Grantor shall maintain, use and operate Sidetrack No. 62 located easterly of and adjacent to Parcel No. 1 above described, the Grantee shall not construct or maintain any building or other structure upon that portion of said Parcel No. 1 lying within the space distant westerly eight and five tenths (8.5) feet measured at right angles or radially from the center line of said Sidetrack No. 62.

PARCEL No. 1 above described is a part of Block 2620 on the tax map of the City of Yonkers; Parcel No. 2 above described is a part of Block 2114 on the tax map of the City of Yonkers; and Parcel No. 3 above described is a part of Block 2630 on the tax map of the City of Yonkers.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises, subject, however, to the reservations, covenants and agreements also set forth in said Schedule "A".

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs, or successors and assigns of the Grantee forever, subject, however, to the aforementioned reservations, covenants and agreements contained in said Schedule "A".

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that it will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements, if any, made by it upon said premises and that it will apply the same first to the payment of the cost of any such improvements before using any part of the total of the same for any other purposes.

THE words, "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors", "Grantor, its successors and assigns", "Grantors, their respective successors and assigns", and "Grantees", "Grantee, the heirs or successors and assigns of the Grantee", and "Grantees, the respective heirs or successors and assigns of the Grantees", respectively, whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

Attest:

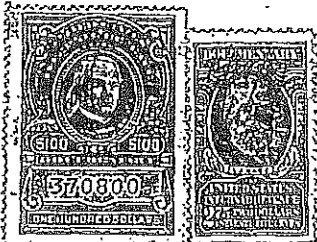
THE NEW YORK CENTRAL RAILROAD COMPANY

By

Vice President

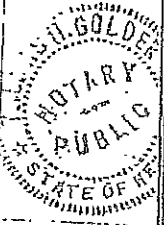
ASSISTANT

Secretary



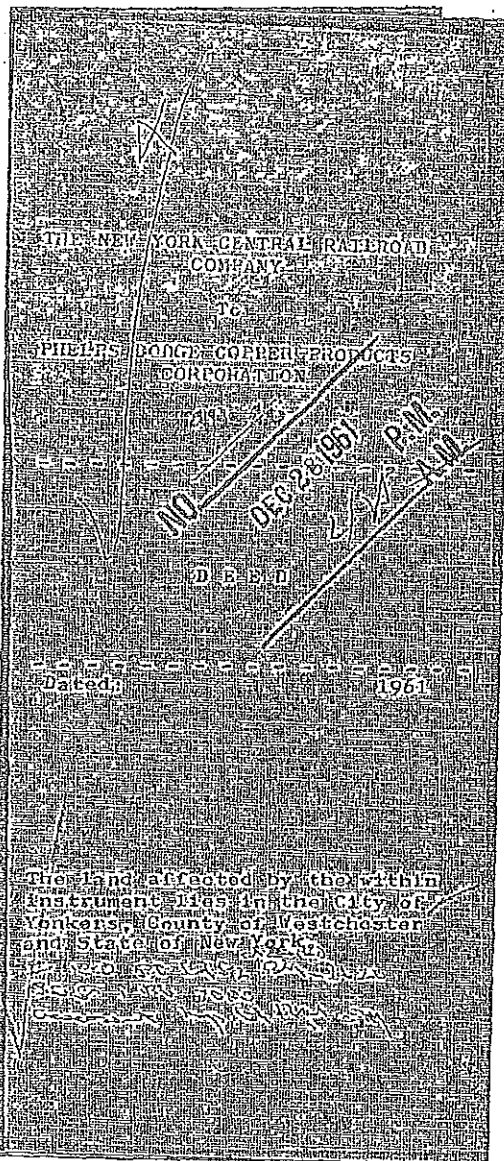
STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

SIXTY On this 7 day of December, nineteen hundred and ~~sixty~~ one, before me came J. O. BOISI to me known, who, being by me duly sworn, did depose and say that he resides at 727 OXFORD ST., WESTBURY, L.I., N.Y., that he is the Vice President of THE NEW YORK CENTRAL RAILROAD COMPANY, one of the corporations described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.



Thomas H. Golder

THOMAS H. GOLDER
Notary Public, State of New York
No. 60-6367425
Qualified in Westchester County
Certificate filed in New York County
Commission expires Mar. 30, 1962



The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF YONKERS County of Westchester, N. Y. A true copy of the original DEED

RECORDED DEC. 28, 1961 at 4:25 PM at request of THE T. G. CO.

FEE: \$ 14.60 No. 49146 EDWARD L. WARREN, County Clerk.

LIBER 972 CP 116

1.972

(C)

and conveyed to the said party of the second part his heirs and assigns to their only proper use benefit and behoof forever free clear and discharged of and from all liens and claims under and by virtue of the Indenture of Mortgage aforesaid. In Witness Whereof

Charles S. Bloomer

Abraham Storms

State of New York Westchester County } ss. On this 20th
day of May A.D. 1874, before me personally came
Abraham Storms to me known to be the individual
and described in and who executed the within instru-
ment and acknowledged that he executed the same.

Charles S. Bloomer Notary Public

A true Copy of the original Release and acknowledgment
whereof Recorded October 2nd 1879 at 9.30 A.M.

Charles S. Pauly, Esq.

State of New York

Letters Patent

To —

Sidney S. Blackwell "Exor. of" } The People of the State
of New York by the Grace of God Free and Independent
into To all to whom these presents shall come
Greeting Know ye that pursuant to a Resolution
of the Commissioners of our Land office for the pur-
pose of promoting the Commerce of our said State
or for the beneficial enjoyment by the adjacent
owner and for no other object or purpose whatsoever
and with the reservations and upon the conditions here-
after mentioned We have given and granted and by these
presents do give and grant unto Eliza A. M. Blackwell
Excutrix of Sidney S. Blackwell deceased pursuant to
a Resolution of the Commissioners of the Land office
adopted on the 7th day of December 1871 and assigns
the lands under water and between high and low water
mark described as follows to wit: All that cer-
tain piece or parcel of land under the Water of the
Hudson River in front of and adjacent to lands of
Eliza A. M. Blackwell Excutrix of Sidney S. Black-
well deceased situate in the town of Yorkville
County of Westchester described as follows to wit Be-
ginning at a point on the Eastern shore of the

Hudson River at original high water mark^{and} in the boundary line dividing the lands of said Eliza A. M. Blackwell Executrix of Sidney S. Blackwell deceased from lands now or late of J. Richards running thence along the line of original high water^{and} along the uplands of said Eliza A. M. Blackwell Executrix the following courses^{and} distances to wit South twenty four degrees twenty four minutes East two hundred^{and} twenty one feet South four degrees fifty five minutes West Two hundred feet to lands now or late of C. B. Delavan thence north twenty four degrees forty five minutes West four hundred and ninety feet thence north fifteen degrees fifteen minutes East three hundred^{and} sixty seven feet thence south seventy four degrees fifty five minutes East three hundred^{and} thirteen feet to the point of beginning containing three acres^{and} three hundred and fifty six thousandths of an acre. Exclusive of the land taken for the Hudson River Rail Road Company which is hereby excepted, all the rights^{and} privileges in^{and} to said premises or any part thereof of which "The New York Central^{and} Hudson River Railroad Company" may have acquired under the Charter of the Hudson River Rail Road Company excepting^{and} Reserving to all^{and} every the said People the full^{and} free right liberty^{and} privilege of entering upon^{and} using all^{and} any part of the above described premises in as ample a manner as they might have done had the former^{and} said right not been given until the same shall have been actually appropriated^{and} applied to the purposes of Commerce by erecting a dock or docks thereon or for the beneficial enjoyment of the same by the adjacent owner. In Testimony Whereof We have caused these our Letters to be made Patent^{and} the Great Seal of our said State to be hereunto affixed Witness John T. Hoffman Governor of our said State at our City of Albany the twentieth day of December in the year of our Lord one thousand eight hundred and seventy one.

Passed the Secretary's office.
the 12th day of December 1871

D. Wallens Jr.

Deft Secretary of State

A true Copy of the original Letters Patent Record
ed October 24th 1879 at 12 M.

Charles W. Brubaker Register

Bridget Donmahan

to

Daniel Reidon

This Indenture made the eight
eenth day of October in the year one thousand eight hun-
dred and seventy nine Between Bridget Donmahan of the
Village of Sing Sing in the County of Westchester & State
of New York widow of Cornelius Donmahan dec and party
of the first part and Daniel Reidon of the same place
party of the second part Witnesseth that the said party
of the first part for and in consideration of the sum of
Twenty five hundred Dollars lawful money of the Uni-
ted States to her in hand paid by the said party of
the second part at or before the executing & delivering
hereof presents the receipt whereof is hereby acknowl-
ged and the said party of the second part his heirs exor-
tors and administrators forever released & discharged from the
same by these presents has granted bargained sold
aliened remitted released conveyed & confirmed and by
these presents does grant bargain sell alien remitt
release convey and confirm unto the said party of the
second part and to his heirs and assigns forever All
that certain lot or parcel of land and premises situate ly-
ing and being in the town of Ossining Village of Sing
Sing and County aforesaid & is bounded as follows viz
Beginning at the lands of Richard B. Voris (now of
Michael Doyle on the New York & Albany Post
Road and on the West side of said Road & running
a westerly course along the said lands of Richard B.
Voris (now of Michael Doyle) to lands now or late of
William Dogue (now of Thomas Cullen) a straight
line thence along the said William Dogue land
(now of Thomas Cullen) as the line now stands a

LIBER 811 CP 413

of Commerce by erecting a Dock or Docks
thereon And these Presents are given upon
the Express condition that if the said
Thomas C. Cornell his heirs or assigns shall
not within five years from the date hereof
actually appropriate and apply the above
described premises to the purposes of Com-
merce by erecting a Dock or Docks
thereon then failing in the same then
these presents and every thing herein con-
tained shall cease determined and become
void Our Testimony whereof We have
caused these our Letters to be made
Patent and the Great Seal of our said
State to be hereunto affixed. Witness
John F. Hoffmann Governor of our
said State at our City of Albany the
first day of July in the year of
our fourth one thousand eight hun-
dred and seventy two

(Sd) John F. Hoffmann
Passed this Secretaries Office the first day
of July 1872

Union Wood Dep Secretary of State

A true Copy of the Original Letters Patent
Recorded September 9, 1872 at 9.45 AM

James M. Barr Secy

State of New York } Letters Patent
To

Thomas C. Cornell } The People of the State
of New York by the Grace of God Free
and Independent To all to whom these
presents shall come Greeting Know Ye
that pursuant to a resolution of the
Commissioners of our said office for the
purpose of promoting the Commerce
of our said State or for the beneficial
improvement by the adjacent waters

and for no other object or purpose whatever and with the reservations and upon the conditions hereinafter mentioned. We have given and granted and by these presents do give and grant unto Thomas C. Cornell pursuant to a Resolution of the Commissioners of the Land Office adopted on the nineteenth day of June 1842 his heirs and assigns the land under water and between high and low water mark described as follows to wit: All that certain lot piece or parcel of land under water and between high and low water mark of the Hudson River situate in front of and adjacent to the uplands of Thomas C. Cornell in the village now City of Poughkeepsie County of Westchester and bounded and described as follows viz: Beginning on the east shore of the Hudson River at the intersection of the County boundary line of land of Alfred Jones and running thence on a line continuous with said bounded line north seventy five degrees west three hundred and twenty two feet more or less to a point which is seven hundred and seventy five feet distant west only from the westerly side of Woodworth Avenue thence on a line parallel with Woodworth Avenue and always seven hundred and seventy five feet distant westerly from the westerly side of Woodworth Avenue South fifteen degrees west two hundred and fifteen and three fourths feet to a point in line continuous with the northerly line of land of the Hudson Gas Light Company thence along said last mentioned easterly line South thirty five degrees east five hundred and fifty nine feet more or less to the east shore of the Hudson River and thence

along said shore northwly two hundred
and fifteen and three fourths feet more
or less to the place of beginning Con-
taining two and three fourths Acres of
land be the same more or less Subject
to all the rights and privileges in and
to said premises or any part thereof which
"The New York Central and Hudson River
Rail Road Company" may have acquired
under the Charter of the Hudson River
Rail Road Company Excepting & Reserving
to all and among the said People the full
and free right liberty and privilege
of entering upon and using all and
every part of the above described prem-
ises in as ample a manner as they
might have done had this power and
authority not been given until the
same shall have been actually appro-
priated and applied to the purposes of
Commerce by erecting a dock or docks
thereon or for the beneficial enjoyment
of the same by the adjacent shore Our
Testimony Whereof We have caused these
our Letters to be made Patent and the
Great Seal of our said State to be here-
unto affixed Witness John T. Hoffman
Governor of our said State at our City of
Albany the First day of July in the
year of our Lord one thousand eight
hundred and ninety two

② John T. Hoffman
Passed the Secretary's Office the First day
of July 1892

Alison S. Wood Dep Secretary of State

A true Copy of the Original Letters Patent
Recorded September 19 1892 at 9.45 am

James C. Parson

LIBER 1126 CP 470

L. 1126

State of New York

Sarah Price

The People of the State of New York by the Grace of God Free and Independent do all to whom these presents shall come Granting Knowlege that pursuant to a Resolution of the Commissioners of our Land Office for the purpose of promoting the Commerce of our said State or for the beneficial enjoyment by the adjacent owner and for no other object or purpose whatsoever and with the reservations and upon the conditions hereinafter mentioned have given and granted and by these Presents do give and grant unto Sarah Price her heirs and assigns the land under water and between high and low water mark described as follows to wit all that certain piece or parcel of land under the waters of the Hudson River in front of and adjacent to a part of said Sarah Price in the City of Yonkers in our County of Westchester described as follows to wit Beginning at the northwesterly corner of the premises of said Sarah Price where the same is intersected by the easterly line of the New York Central and Hudson River Railroad property and which point is distant one hundred feet northerly from the northerly line of Lamontine Avenue measured on a line at right angles therefrom thence north seventy five degrees west eight hundred ninety two feet to the spine line as fixed by the Common Council of the City of Yonkers April 12th 1886 thence southerly along the said established spine line one hundred twenty five feet thence south seventy five degrees east nine hundred twenty six feet to the easterly line of the New York Central and Hudson River Railroad property where the same is intersected with the middle line of Lamontine Avenue thence northerly along the easterly line of the New York Central and Hudson River Railroad property one hundred twenty eight feet and six inches to the place of beginning Excepting thereout all the land and property rights of the New York Central and Hudson River Railroad Company and containing two and four hundred fourteen one thousand six acres of land under water

These Letters Patent are issued pursuant to a resolution of the Commissioners of the Land Office adopted December 15 1887 subject to the right of the City of New York to extend its existing sewer over so much of the land hereinabove granted as shall be contained within the extension in the same line as the present line of Damartin Avenue to be so extended if at all in a straight line to the outer line of the Land hereinabove granted Excepting and Reserving to all and every the said People the full and free right liberty and privilege of entering upon and using all and every part of the above described premises in as ample a manner as they might have done had this power and authority not been given until the same shall have been actually appropriated and applied to the purpose of Commerce by creating a Dock or Docks thereon or for the beneficial enjoyment of the same by the adjacent owners Witness Whereof We have caused these our Letters to be made Patent and the Great Seal of our said State to be hereunto affixed Witness David B. Hill Governor of our said State at our City of Albany the seventeenth day of December in the year of our Lord one thousand eight hundred and eighty seven

David B. Hill

Passed the Secretary's Office the 17th day of December 1887

Didrick Willers Deputy Secretary of State
State of New York Office of the Secretary of State
 I hereby certify that the foregoing Patent is issued pursuant to a resolution of the Commissioners of the Land Office passed December 15 1887 and of Record in Book No 18 at page 448 of Land Office Minutes Witness my hand and the seal of Office of the Secretary of State at the City of Albany this 17th day of December 1887

Didrick Willers Deputy Secretary of State and Clerk of Land Commrs
A true copy of the Original Grant and acknowledged
Recorded Dec. 21st 1887 at 935
Jacksonville Register

LIBER 1157 CP 330

L. 1157

year one thousand eight hundred and eighty nine before me personally came Oscar Evans to me known and known to me to be the individual described in and who executed the foregoing instrument and duly acknowledged that he executed the same

A. C. Millenbach Notary Public Westchester Co. N.Y.
a true copy of the original deed and acknowledgment thereof Recorded February 21. 1889 at 10 o'clock

Joseph Miller Registrar

The People of the State of New York

Grant

Hannah F. Cunningham

The People of the

State of New York by the Grace of God free and Independent

To all to whom these presents shall come Executing Power

We that pursuant to a resolution of the commission of our Land office for the purpose of promoting the interest of our said state or for the benefit and enjoyment by the adjacent owner and for no other object or purpose what soever and with the assent and upon the conditions hereinafter mentioned do here give and grant and by these presents do give and grant unto Hannah F. Cunningham her heirs and assigns the land under act and between high and low water marks described as follows to wit All that certain piece or parcel of land as also the estate of the Hudson river in front of and adjacent to upland of said Hannah F. Cunningham in the city of Yonkers in one survey of Waterlots described as follows to wit Beginning on the easterly line of the property of the New York Central and Hudson River rail road company at the northerly corner of lot number 23 Barre Avenue a part of the upland premises of the said Hannah F. Cunningham thence running north twenty two degrees and thirty minutes west present magnetic bearing on a line drawn so as all to Union Place eight hundred forty feet to the pier line established by the Common Council of the city of Yonkers April 12. 1886 thence running southerly along said established pier line bearing five feet thence running south twenty two degrees

1157
21.2.89

and thirty minutes east from magnetic bearing eight
 hours and thirty feet to the east; line of the property of the
 New York Central and Hudson River rail road company
 at the southeasterly corner of the upland premises of the
 said Thomas & Cunningham, thence running northward
 along said easterly line of property of the New York Central
 and Hudson River rail road company directly across just
 to the point or place of beginning and continuing each
 side of said rail road lands one acre and four hundred
 sixty three one thousandths of an acre these letters
 patent are issued pursuant to a resolution of the
 commissioners of the Land Office adopted June 28, 1888
 and are subject to the rights of any of the New York
 Central and Hudson River rail road company Or failing
and passing to and through the said lands the right and
privilege of crossing and passing over the same
and all such way, road or other means necessary
in as ample a manner as they might have done had
their power and authority not been given to the same
shall have been actually appropriated and applied to
the purposes of commerce by making a track or tracks there
on or for the beneficial enjoyment of the same by the
adjacent owner The testimony taken of us has caused
these our letters to be made patent and the grant and
of our said state to be hereto affixed Witness David
B. Hall Governor of our said state at our city of Albany
the second day of July in the year of our Lord one thou-
sand eight hundred and eighty eight

Ex 3

David B. Hall

Passed the secretary's office the second day of July 1888

Quindick Willers Deputy Secretary of State

State of New York Office of the Secretary of State &
 Albany certifying that the foregoing Letters Patent are
 issued pursuant to a resolution of the commissioners
 of the Land Office passed June 28, 1888 and
 of record in book 418 at page 573 of Land Office
 minute Witness my hand and the seal of office
of the Secretary of State at the city of Albany this
second day of July 1888

Ex 3

Quindick Willers Deputy Secretary of State

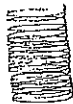
A true copy of the original Grant and acknowledgment
made this 21st day of February 21. 1889 at 1.05 PM

Leaphornville Bogata

Benjamin Oakley & W

of

William Foyatt



This Indenture made

the twenty first day of January in the year of our Lord
one thousand eight hundred and ninety three between

Benjamin Oakley of the town of Yonkers in the county
of Westchester and state of New York farmer and Han-

nah his wife of the one part and William Foyatt
the same place house carpenter of the other part -

Witnesseth that the said Benjamin Oakley and
Hannah his wife for and in consideration of the sum
of Eighty two pounds even pence money of New York to them

in hand paid by the said William Foyatt at and
before the undersigned and delivering hereof the receipt

whereof they do hereby acknowledge and themselves
to be therewith fully satisfied and contented and have

been granted bargain and sold all right, power, claim
engaged and concerned and by these presents do give

assign sell alien demise release and confirm
unto the said William Foyatt in his actual possession

to enjoy now being and to his heirs and assigns forever
all that certain piece or parcel of land situate lying

and being in the town of Yonkers formerly the manor
of Philipburgh in the county of Westchester adjoining

the farm of Jacob Flavelle on one side and is bounded
and known as follows that is to say Beginning

at a buttress tree and running from thence north
twenty five degrees and five chains and nineteen

links to a walnut tree marked with three nails
thence north one degree west five chains and six

links to a barwood tree with three marks
thence north fifty nine degrees west two chains

and ninety three links to a tree marked in the
woods thence north fifty eight degrees west seven

chains to a walnut tree thence south forty eight
degrees west two chains and sixty two links to a

LIBER 1161 CP 301

belonging or on any way appertaining and the over-
 seen and reverses, demands and remainders,
 rents issues and profits thereof and all the estate
 right title interest claim and demand whatsoever
 of the said party of the first part either in law
 or equity of or against the above bargained premises
 with the said hereditaments and appurtenances so
 have and to hold the said above described premises
 to the said parties of the second part their heirs and
 assigns to the said and only proper benefit and be-
 nefit of the said parties of the second part their heirs
 and assigns forever On Witness Whereof The first of the
 said party hath demitted seal his hand and seal this day
 hereof year first-above written
Dea. Nathaniel Nelson
 In the Presence of

Cornelia M. C. Bell

Dea. Nathaniel Nelson
 State of New York, County of Westchester SS. On this 31st
 day of February in the year one thousand eight hun-
 dred and eighty nine the undersigned personally
 appeared Cornelia M. C. Bell to me personally known
 to be the same person described in and who executed
 the within instrument and she acknowledged that she
 executed the same

Dea. Nathaniel Nelson Notary Public

A true copy of the original deed and acknowledgment
 thereof Recorded April 8th 1889 at 9 A.M.

Joseph W. Miller Register

The People of the State
 of New York

"Water Grant"

Thomas C. Cornell The People of the State of New
 York by their Grace of God free and independent to all
 to whom these presents shall come giving knowledge
 that in pursuance to a resolution of the Commissioners
 of our said State for the purpose of promoting the Com-
 merce of our said State and for the beneficial im-
 provement by the adjacent owner and for no other
 object or purpose what ever and with the intention

and upon the conditions hereinafter mentioned We have given and granted unto Es. Thos. Cornell do give and grant unto Thomas C. Cornell his heirs and assigns, the land under water and between high and low water mark described as follows to wit All that certain piece or parcel of land under the water of the Hudson River in front of and adjacent to upland of said Thomas C. Cornell in the City of Yonkers in our County of Westchester described as follows: to wit, Beginning on the East shore of the Hudson River on the north line of lands of the Yonkers Gas Light Company at a point in the line coincident with the middle line of Hobcock Place at the Southwest corner of land which was granted to said Thomas C. Cornell by Patent dated the first day of July 1872, said place of Beginning being described in said Patent as seven hundred and thirty feet distant West from the West side of Woodworth Avenue and running thence along the land as granted to said Thomas C. Cornell on a line parallel with Woodworth Avenue north fifteen degrees and two hundred fifteen and three fourth feet more or less to land of Alfred Jones thence on a line at right angles with Woodworth Avenue north East forty four degrees West four hundred and thirty feet more or less to the exterior pier line as now fixed by the City of Yonkers under authority of the Charter of said City thence along said exterior pier line South sixteen degrees and forty minutes West two hundred and thirty and three fourth feet more or less to said land of the Yonkers Gas Light Company on a line coincident with the middle line of Hobcock Place thence along said land of the Yonkers Gas Light Company South Sixty four degrees East four hundred and thirty nine feet to the place of Beginning containing about two and two tenths acres of land under water. These latter Patent are issued pursuant to a resolution of the Commissioners of the Land Office adopted December 15th 1887. Granted and Reserved to all and every the said People the full and free right liberty and privilege of navigating upon and using all and every part of the above described premises in as ample a

manner as they might have done. Had this power and authority not been given until the same shall have been actually appropriated and applied to the purposes of commerce by erecting a clock or clocks thereon or for the official enjoyment of the same by the adjacent owner. In testimony whereof we have caused these our letters to be made Patent and the great seal of our said State to be hereunto affixed. Witness David B. Hill Governor of our said State at our City of Albany the fourth day of December in the year of our Lord one thousand eight hundred and eighty seven.

David B. Hill

Passed the Secretary's Office the 17th day of December.

1887
Dedrick Miller, Deputy Secretary of State of State of New York, Office of the Secretary of State, I hereby certify that the foregoing Patent is issued pursuant to a resolution of the Commissioners of the Land Office passed December 15th 1887 and of record in Book No 18 pl. page 447 of said office minutes. Witness my hand and the seal of office of the Secretary of State at the City of Albany the 17th day of December 1887.

Dedrick Miller, Deputy Secretary of State and Clerk of Land Office.

A true copy of the original grant and acknowledgment thereof Recorded April 21/1889 at 11 05. a.m.
Joseph Morison Register

Alonzo J. Paine Jr.

Ellen Broderick This Indenture made the Twenty ninth day of March in the year one thousand eight hundred and eighty nine Between Alonzo J. Paine of the City of Boston Northchester County Mass. and Agnes F. his wife Part of the First Part and Ellen Broderick of the County of Essex Part of the Second Part Notwithstanding that the said Part of the First Part for and in consideration of the sum of Five

LIBER 1192 CP 11

Court at Albuquerque this eleventh day of January, A.D. 1890.

(L.S.) H. V. Harris, Clerk

A true copy of the original deed with acknowledgment thereof
with the Clerk's certificate. Recorded January 20-1890-2220 p.m.

John S. Brown Register

State of New York (Grant)

To

Palisade Boat Club. The People of the State of New York
By the Grace of God Free and Independent To all to whom these
presents shall come Greeting. Know ye That pursuant to
a resolution of the Commissioners of our Land Office for the
purpose of promoting the Commerce of our said State or for the
beneficial enjoyment by the adjacent owner and for our other
object or purpose whatsoever and with the reservation and
upon the conditions hereinafter mentioned. We have given and
granted and by these presents do give and grant unto
Palisade Boat Club and assigning the land under water
and between high and low water mark described as follows
to wit: All that certain piece or parcel of land under
the water of the Hudson River in front of and adjacent
to upland of said Palisade Boat Club in the City in
the City of Yonkers in our County of Westchester described
as follows to-wit: Beginning at the Southeastly corner
of the premises of said Palisade Boat Club where the
same is intersected by the Easterly line of the New York
Central and Hudson River Railroad and which point
is distant One Hundred feet Northwly from the Northwly
line of Gold street measured on a line at right angles
Northwly therefrom thence on a line parallel with Gold street
North twenty five degrees west six hundred ninety seven
feet to the pier line as fixed by the common council of the
City of Yonkers April 12-1856. thence Northwly along
the said established pier line fifty feet thence South
twenty-five degrees east on a line parallel with the
first described line six hundred eighty five feet to the
Easterly line of the New York Central and Hudson River
Railroad thence Southwly along the Easterly line of the
New York Central and Hudson River Railroad fifty feet
or more to the place of beginning excepting therefrom

all the land and property rights of the New York Central and Hudson River Railroad Company and containing seven hundred sixteen one thousandths of an acre of land under water. These Letters Patents are issued pursuant to a Resolution of the Commissioners of the Land Office adopted December 14-1889. Excepting and Reserving to all and every the said people the full and free right liberty and privilege of entering upon and using all and every part of the above described premises in as ample a manner as they might have done had this power and authority not been given until the same shall have been actually appropriated and applied to the purpose of Commerce by erecting a Dock or Wharfe thereon or for the beneficial enjoyment of the same by the adjacent crew. In testimony whereof We have caused these our Letters to be made Patent and the Great Seal of our said State to be hereunto affixed. Witness David B. Hill Governor of our said State at our City of Albany the Twentieth day of December in the year of our Lord One thousand eight hundred and eighty nine.

David B. Hill

(S.S.) Passed the Secretary's office the twentieth day of December 1889.

Wedrich Willers Deputy Secretary of State
State of New York Office of the Secretary of the State S.S.
I hereby certify that the foregoing Letters Patent are issued pursuant to a resolution of the Commissioners of the Land Office passed December 14 1889. and of record in Book No. 12. at page 161 of Land Office Minutes. Witness my hand and the seal of Office of the Secretary of State at the City of Albany this 17th day of December 1889.

(S.S.) Wedrich Willers Deputy Secretary of State and Clerk of Land Board
A true copy of the original grant with acknowledgments thereof Recorded January 20-1890-9:00. A.M.

John S. L. Register

Peter F. Pine & Co

Sarah E. Marshall

This Indenture made the Eighteenth day of December in the year One thousand eight hundred and eighty nine Between Peter F. Pine (unmarried) and Sarah E. Marshall

LIBER 1223 CP 192

L. 1223

parts of the second hair two living specimens, submitted to
the following analysis. The coal above mentioned had
as per analysis and sold to William Barker from which
the following contracts in said coal contained as per
analysis and sold to this agreement and as far as they
may be necessary to give force and effect hereto. In witness
whereof the parties either of the parties of the first part have
set their hands and seals the day and year first
above written

[illegible]

B. G. Hudson

Levitt M. Lindgren

State of New York County of Westchester. SS. On this 17th day of May one thousand eight hundred and ninety before me personally appeared the Champion of Jackson and for me and for me personally known and known to me to be the individuals described in and who executed the within instrument and personally acknowledged that they executed the same.

Charles & Thomas Ingham the Peace
 from copy of the original Ingham and acknowledged them
 recorded Jan. 6. th 1891 at 9 am

John S. Harrison Registrar

The People of the State of New York

Stavro C. Caracci

The People of the State of New

By the Grace of God, Love and Independence, &c. all
I shew these presents shall come. Greeting Know Ye
that in accordance to a resolution of the Commissioners of our
said office for the purpose of promoting the commerce of
our said state or for the beneficial enjoyment by the adven-
turers and for no other object or purpose what so ever and with
the reservations and upon the conditions hereinafter mentioned
we have given and granted and by these presents do give
and grant unto Charles E Pearson his heirs and assigns
the land under water and between high and low water
marks described as follows to wit all that certain piece or
parcel of land under the waters of the Hudson River
in front of and adjacent to, called a said Charles Pearson
his heirs and assigns in our town of Catskill &c.

corner of the township of a line running north and south
 intersected by the center line of the river. The
 north central width of Hudson River Railroad land
 which has not yet divided was bounded fifty feet
 from the north side line of said state land and
 in at right angles northward therefrom thence
 in a straight line along the north side line of land
 which was granted to the Hudson River Railroad
 dated December 17, 1889, six hundred eighty five feet to
 said line as fixed by the Common Council of the City of
 New York April 12, 1890. Thence northward along the said state
 line fifty feet thence south seventy five degrees east on
 a line parallel with the first described side six hundred
 and seventy two feet to the eastern line of the property of
 the New York Central and Hudson River Railroad Company
 thence southward along the eastern line of the property
 of the New York Central and Hudson River Railroad
 Company fifty feet more or less to the point or place of
 beginning. Excepting therefrom all the land and property rights
 of the New York Central and Hudson River Railroad Company
 and containing seven tenths of an acre of land under
 water. These Letters Patent are issued pursuant to a res-
 olution of the Commissioners of the Land Office adopted
 December 23, 1890. Excepting and Reserving to all and every
 the said people their full and free right liberty and pri-
 vilege of sailing upon and using all land and every part of
 the above described premises as ample as manner
 as they might have done had this power and authority
 not been granted. The same shall have been actually
 appropriated and applied to the purposes aforesaid
 by erecting a Dock or Docks thereon or for the beneficial
 enjoyment of the same by the adjacent owners. Except
 as by and as we have caused these our Letters to be
 made Patent and the great Seal of our said State to be
 hereunto affixed. Witness David B. Hill Governor of our
 said State at our City of Albany the thirty first day of December
 in the year of our Lord one thousand eight hundred and
 ninety.

(25) David B. Hill

Attest: Geo. J. Tamm Esq. the 31st day of December 1890

Thos. E. B. Esq. County Clerk at Albany

State of New York Office of the Secretary of State, N. Y.
 I hereby certify that the foregoing Letter Patent was issued
 in accordance with the provisions of the Law
 relating to the same, viz. 23, 1891 and of record in Book
 11, at page 1 of Land Office Minute Minutes and
 the seal of office of the Secretary of State at the
 City of Albany this 31st day of December 1891.

E. Benedict Deputy Secretary of State and Clerk
 of the Senate

Given, Copy as the original Letter Patent and acknowledged
 thereof Recorded Case 6th 1891 at p 9 and

John S. Thompson Register

Charles Quackinbush Adm'r

— August Mohr — This Indenture made the 1st day of January in the year eighteen hundred and ninety one between Charles Quackinbush of the City, County and State of New York and Emma his wife parties of the first part and August Mohr of the Village and Town of New Rochelle County of Westchester and State of New York parties of the second part (Witnesseth) that the said parties of the first part in consideration of the sum of five hundred and fifty (\$525.00) Dollars to them in money of the United States paid by the party of the second part do hereby grant and release unto the said party of the second part his heirs and assigns forever all that certain lot, piece or parcel of land situated upon and lying in the Village and Town of New Rochelle County of Westchester and State of New York bounded and received as follows beginning at the corner of main and Madison Streets in the said Village of New Rochelle going in the continuation of the north easterly line of Main Street past the north easterly line of Madison Street running thence northwesterly along the north easterly side of Broadway Street a distance and sixty two (62) feet to the land corner or path of Edwin Thurston thence north easterly along said path a distance and one hundred and twenty (120) feet more

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That the party of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH. That the said party of the first part will forever warrant the title to said premises. IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, the day and year first above written.

In the presence of

Leah H. Fraade CATHERINE MACLEAN

Interlineations and erased opposite to which I have set the initials of my name in the margin were made before execution.

W. H. Fraade

STATE OF NEW YORK, COUNTY OF WESTCHESTER. SS.: On the 21st day of July, in the year one thousand nine hundred and nine, before me personally came CATHERINE MACLEAN to me known and known to me to be the individual described in and who executed the foregoing instrument and she thereupon duly acknowledged that she executed the same.

Leah H. Fraade, Notary Public, Cert. filed Westchester Co.

The foregoing instrument was endorsed for record as follows: The land affected by the within instrument lies in the Town of GREENBURGH, West. Co., N. Y. A true copy of the original Deed and acknowledgment thereof, recorded August 17, 1909, at 1.25 P. M.

Edmund D. Fraade
Register.

STATE OF NEW YORK

TO

JOSEPH B. THOMPSON.) THE PEOPLE OF THE STATE OF NEW YORK; BY THE GRACE OF GOD FREE AND INDEPENDENT. TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, that, pursuant to a resolution of the Commissioners of our land office, dated the thirtieth day of June, 1909, and for the purposes of granting and conveying a restricted beneficial enjoyment in and to the lands under waters and between high and low water mark hereinafter described, to JOSEPH B. THOMPSON the owner of the adjacent uplands, and for no other object or purpose whatsoever, and with the reservations and upon the conditions hereinafter expressed, we have given and granted, and by these presents do give and grant unto Joseph B. Thompson, his heirs and assigns the land under water, and between high and low water mark, described as follows, to wit: VIZ. that certain piece or parcel of land under waters of the Hudson River in front of and adjacent to upland of the grantee herein in the City of YONKERS, in our County of Westchester, described as follows: BEGINNING at a point on the southerly line of land under water granted by the People of the State of New York to Henry A. Dingee, by letters patent dated July 1, 1872, and in the westerly line of that parcel of land under water granted by the people of the State of New York to the New York Central and Hudson River Railroad Company, by letters patent dated December 14, 1904, recorded in the office of the Secretary

of State in Book of Patents No. 49 at page 384, being the first described parcel in said letters patent, said point of beginning being distant westerly one hundred and fifty eight feet at right angles from the center line of original location of the Hudson River Railroad as said center line is now marked by stone monuments set in the ground; and running thence north seventy five degrees west along the southerly line of land under water granted to Henry A. Dingee as aforesaid, three hundred ninety nine feet more or less, to the bulkhead and pier line established by the war department of the United States, September 20, 1897; thence along the said pier and bulkhead line south ten degrees west, one hundred fifty feet and six inches, more or less, to land under water granted by the State of New York to Hannah F. Cunningham, July 2, 1888; thence along the same south, seventy five degrees east, four hundred forty nine feet, more or less, to the westerly line of said parcel of land under water granted to said Railroad Company as aforesaid; thence northerly along the westerly line of said parcel of land under water granted to said Railroad Company as aforesaid, parallel with said center line, one hundred sixty feet, more or less, to the place of beginning. Containing one and forty six one-hundredths acres. These letters patent are issued pursuant to a resolution of the Commissioners of the land office for the following purposes: To fill in the lands under water herein granted and to erect thereon docks of a substantial character. These letters patent are issued, however, subject to such right, title and interest as the City of Yonkers has to lands under water in front of projected streets, if any such there be, and such right, title and interest, if any, are excepted from this grant and reserved to said City. EXCEPTING and reserving to all and every the said people, the full and free right, liberty and privilege of entering upon and using all and every part of the above described premises in as ample a manner as they might have done has this power and authority not been given, always excepting such parts thereof as are actually occupied and covered by structures, docks or buildings of a substantial character, and such parts of said premises as have been actually filled in and reclaimed from low or marsh land; provided that unless the improvements above named are completed within five years from the date of these presents this grant shall cease and determine and become null and void. IN WITNESS WHEREOF, We have caused these our Letters to be made Patent, and the Great Seal of our said State to be hereunto affixed. WITNESS Horace White, Lieutenant Governor of our said state, at our City of Albany, the twenty third day of July, in the year of our Lord one thousand nine hundred nine.

HORACE WHITE.

Passed, the Secretary's Office the 23rd day of July, 1909.

(L.S.) Thomas E. Fennell, Deputy Secretary of State.

STATE OF NEW YORK, OFFICE OF THE SECRETARY OF STATE. SS. I hereby certify that the foregoing patent is issued pursuant to a resolution of the Commissioners of the

Land Office, adopted June 30, 1909. Witness my hand and the seal of office of the Secretary of State, at the City of Albany, this twenty third day of July, 1909.

(L.S.) Thomas F. Fennell, Deputy Secretary of State.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the City of YONKERS, in the County of Westchester, New York. A true copy of the original Letters Patent and acknowledgment thereon recorded August 17, 1909, at 12.20 P. M.

Edward P. Kear
Register.

GLADYS OAKLEY & OR. GDN. OF)

TO)

THOMAS OAKLEY) THIS INDENTURE, made the 18th day of June, in the year one thousand nine hundred and nine: BETWEEN GLADYS OAKLEY and MARY A. OAKLEY, both of the City of Mount Vernon, County of Westchester and State of New York, infants under the age of fourteen years, by JEREMIAH D. TOOMEY, their Special Guardian, of the first part, and THOMAS OAKLEY, of the same place; party of the second part. WITNESSETH: WHEREAS, the above named infants, by their mother and next friend, Eugene Oakley, heretofore presented to the County Court of Westchester County a petition praying for a sale of the right, title, interest and share of the said infants in the real estate and premises in said petition mentioned and hereinafter described. Upon which petition an order of the said court was made, at a term thereof, held at the Judge's Chambers, in the County Court House, in the Village of White Plains, County of Westchester, bearing date the fifteenth day of May, 1909, appointing Jeremiah D. Toomey above named the Special Guardian of such infants for the purposes of the said application, upon his filing the bond therein required, and said bond having been duly filed, and said Court having on the fifteenth day of May, 1909, made a further order on said proceeding, directing that it be referred to Adam Pearson, a Referee, to inquire into the merits of the application; and whereas, said Referee did on the twenty fifth day of May, 1909, report his opinion thereupon, together with the testimony by him taken therein; AND WHEREAS, upon the filing of the Referee's Report, and after an examination of the matter, an order of the County Court was made at a term thereof, held at the Judge's Chambers, in the Court House, in the Village of White Plains, Westchester County, bearing date the twenty sixth day of May, in the year 1909, wherein it was among other things and substance ordered, that the above named Jeremiah D. Toomey as Special Guardian of such infants be authorized and empowered to contract for the sale and conveyance of the right, title, interest and share of the said infants in and to such real estate and premises at a price not less than that specified in the Referee's report in said order mentioned, upon the terms and conditions therein mentioned, and that such sale, with the name of the purchaser and the terms thereof be reported to the said court before the conveyance of such premises should be executed. AND WHEREAS, in pursuance of the last mentioned order, the said

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In the presence of I. Cohen, Notary Public, #73, New York County. Certificate filed in Westchester & Nassau Counties.

I, Cohen, Notary Public, #73, New York County. Certificate filed in Westchester & Nassau Counties.

STATE OF NEW YORK, COUNTY OF NEW YORK. SS. On this 17th day of August, in the year one thousand nine hundred and nine, before me personally came FLORA MILLER, to me known and known to me to be the individual described in and who executed the foregoing instrument and she thereupon duly acknowledged to me that she executed the same.

The foregoing instrument was endorsed for record as follows: The property affected by the within instrument is situate in the Town of MAMARONECK, Westchester County, State of New York. A true copy of the original Deed and acknowledgment thereof recorded August 20, 1909, at 11:45 A.M.

STATE OF NEW YORK)

Register.

TO

HENRY A. DINGEE THE PEOPLE OF THE STATE OF NEW YORK, By the Grace of God, Free and Independent: TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING. KNOW YE, That pursuant to a resolution of the Commissioners of our Land Office, for the purpose of promoting the Commerce of our said State, or for the beneficial enjoyment by the adjacent owner, and for no other object or purpose whatsoever, and with the reservations and upon the conditions hereinafter mentioned, WE have given and granted, and by these presents do give and grant unto HENRY A. DINGEE, pursuant to a Resolution of the Commissioners of the Land Office adopted on the nineteenth day of June, 1872, his heirs and assigns, the land under water, and between high and low water mark, described as follows, to wit: ALL that certain lot, piece or parcel of land under water situated lying and being in the Village now City of YONKERS, County of Westchester, in front of and adjacent to the uplands of Henry A. Dingee and bounded and described as follows, viz: BEGINNING on the east shore of the Hudson River at the middle of Union Place, and running thence on a line continuous with the centre line of Union Place, north seventy five degrees west, three hundred and thirty five feet more or less to a point which is five hundred and thirty feet distant westerly from the westerly side of Ravine Avenue; thence on a line parallel with the westerly side of Ravine Avenue, and always five hundred and thirty feet distant westerly from the westerly side thereof, north fifteen degrees east, three hundred and fifty feet to a point on a line continuous with the northerly boundary line of the upland of Henry A. Dingee; thence along said last mentioned continuous line south seventy five degrees, east, two hundred and fifty three feet more or less to the east shore of the Hudson River, and thence along said shore southerly three hundred and fifty feet or more to the place of beginning. Including within the above boundaries part of a parcel of land of about

one acre of land heretofore granted to said Henry A. Dingee, and containing exclusively of the land heretofore granted about one and four tenths of an acre of land, be the same more or less. - SUBJECT to all the rights and privileges in and to said premises or any part thereof which "The New York Central and Hudson River Rail Road Company" may have acquired under the Charter of the Hudson River Rail Road Company. - EXCEPTING AND RESERVING to all and every the said People, the full and free right, liberty and privilege of entering upon and using all and every part of the above described premises, in as ample a manner as they might have done had this power and authority not been given, until the same shall have been actually appropriated and applied to the purposes of Commerce, by erecting a dock or docks thereon, or for the beneficial enjoyment of the same by the adjacent owner.

IN TESTIMONY WHEREOF, we have caused these our Letters to be made Patent, and the Great Seal of our said State to be hereunto affixed. WITNESS JOHN T. HOFFMAN Governor of our said State, at our City of Albany, the first day of July, in the year of our Lord one thousand eight hundred and seventy two.

(L.S.) JOHN T. HOFFMAN.

Passed the Secretary's Office, the first day of July, 1872.

Anson S. Wood, Dep. Secretary of State.

The foregoing instrument was endorsed for record as follows: Premises situate in City of YONKERS, West. CO. N. Y. A true copy of the original Letters Patent recorded August 20, 1909, at 2.40 P. M.

STATE OF NEW YORK.)

TO)

HENRY A. DINGEE)

THE PEOPLE OF THE STATE OF NEW YORK, by the Grace of God, Free and Independent: TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING: KNOW YE, That, pursuant to a resolution of the Commissioners of our Land Office, for the purpose of promoting the Commerce of our said State, and for no other object or purpose whatsoever, and with the reservations and upon the conditions hereinafter mentioned, we have given and granted, and by these presents do give and grant unto HENRY A. DINGEE, pursuant to a Resolution of the Commissioners of the Land Office adopted on the nineteenth day of June, 1872, his heirs and assigns the land under water, and between high and low water mark, described as follows, to wit: ALL that certain lot, piece or parcel of land, under water between high and low water mark situated in front of and adjacent to the uplands of Henry A. Dingee in the Village, now City of YONKERS, and described as follows, viz: BEGINNING near the east shore of the Hudson River on a line continuous with the centre line of Union Place at a point five hundred and thirty feet distant westerly from the westerly side of Ravine Avenue, and running thence along said continuous line north seventy five degrees west two hundred and twenty five feet to a point which is seven hundred and fifty five feet distant westerly from the westerly side

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L. 1884
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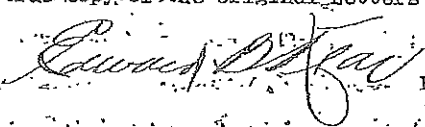
one acre of land heretofore granted to said Henry A. Dinges and containing exclusive of the land heretofore granted about one and four tenths of an acre of land, be the same more or less. - SUBJECT to all the rights and privileges in and to said premises or any part thereof which "The New York Central and Hudson River Rail Road Company" may have acquired under the Charter of the Hudson River Rail Road Company. - EXCEPTING AND RESERVING to all and every the said People, the full and free right, liberty and privilege of entering upon and using all and every part of the above described premises, in as ample a manner as they might have done had this power and authority not been given, until the same shall have been actually appropriated and applied to the purposes of Commerce, by erecting a dock or docks thereon, or for the beneficial enjoyment of the same by the adjacent owner. IN TESTIMONY WHEREOF, we have caused these our Letters to be made Patent, and the Great Seal of our said State to be hereunto affixed. - WITNESS JOHN T. HOFFMAN Governor of our said State, at our City of Albany, the first day of July, in the year of our Lord one thousand eight hundred and seventy two.

(L.S.) JOHN T. HOFFMAN.

Passed the Secretary's Office, the first day of July, 1872.

Amos S. Wood, Dep. Secretary of State.

The foregoing instrument was endorsed for record as follows: Premises situate in City of YONKERS, West Co. N. Y. A true copy of the original Letters Patent recorded August 20, 1909, at 2.40 P. M.



Register.

STATE OF NEW YORK.)

TO)

HENRY A. DINGEE)

THE PEOPLE OF THE STATE OF NEW YORK, by the Grace of God, Free and Independent: TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING: - KNOW YE, That, pursuant to a resolution of the Commissioners of our Land Office, for the purpose of promoting the Commerce of our said State, and for no other object or purpose whatsoever, and with the reservations and upon the conditions hereinafter mentioned, we have given and granted, and by these presents do give and grant unto HENRY A. DINGEE, pursuant to a Resolution of the Commissioners of the Land Office adopted on the nineteenth day of June, 1872, his heirs and assigns the land under water, and between high and low water mark, described as follows, to wit: - ALL that certain lot, piece or parcel of land, under water between high and low water mark situated in front of and adjacent to the uplands of Henry A. Dinges in the Village, now City of YONKERS, and described as follows, viz: BEGINNING near the east shore of the Hudson River on a line continuous with the centre line of Union Place at a point five hundred and thirty feet distant westerly from the westerly side of Ravine Avenue, and running thence along said continuous line north seventy five degrees west two hundred and twenty five feet to a point which is seven hundred and fifty five feet distant westerly from the westerly side

of Ravine Avenue; thence on a line parallel with Ravine Avenue and always seven hundred and fifty five feet distant westerly from the westerly side thereof north fifteen degrees east; three hundred and fifty feet more or less to a point in line continuous with the northerly boundary line of the uplands of Henry A. Dingee; thence along said last mentioned continuous line south seventy five degrees east, two hundred and twenty five feet; and then south fifteen degrees west, three hundred and fifty feet to the place of beginning. Including within the above boundaries part of a parcel of land of about one acre of land heretofore granted to Henry A. Dingee and containing exclusive of said land heretofore granted to Henry A. Dingee about one and six tenths acres of land be the same more or less. EXCEPTING AND RESERVING to all and every the said People, the full and free right, liberty and privilege of entering upon and using all and every part of the above described premises, in as ample a manner as they might have done had this power and authority not been given, until the same shall have been actually appropriated and applied to the purposes of Commerce, by erecting a dock or docks thereon: AND these presents are upon the express condition that if the said Henry A. Dingee his heirs or assigns, shall not, within five years from the date hereof, actually appropriate and apply the above described premises to the purposes of Commerce, by erecting a dock or docks thereon and filling in the same, then these presents and everything herein contained shall cease, determine and become void. IN TESTIMONY WHEREOF, we have caused these our Letters to be made Patent, and the Great Seal of our said State to be hereunto affixed. WITNESS JOHN T. HOFFMAN Governor of our said State at our City of Albany, the first day of July, in the year of our Lord one thousand eight hundred and seventy two.

(L.S.) JOHN T. HOFFMAN.

Passed the Secretary's Office, the first day of July, 1872.

Anson S. Wood, Dep. Secretary of State.

The foregoing instrument was endorsed for record as follows: Premises situate in City of YONKERS, West Co., N.Y. A true copy of the original Letters Patent recorded August 29, 1909, at 2:40 P. M.

Register.

IRA NODINE & WIFE.

TO

UNION FREE SCHOOL DIST. #9.

THIS INDENTURE, made the eighteenth day of August, in the year one thousand nine hundred nine. BETWEEN IRA NODINE and SARAH ADALINE NODINE, his wife, of the Village of Pleasantville, County of Westchester and State of New York; parties of the first part, and the Board of EDUCATION OF UNION FREE SCHOOL, DISTRICT No. 9, of the Town of Mount Pleasant, County and State aforesaid, parties of the second part. WITNESSETH, that the said parties of the first part, in consideration of the sum of FIVE THOUSAND (\$5,000) DOLLARS, lawful money of the United States, paid by the parties of the second part,

LIBER 642 CP 31

The People of the
State of New York

to
Henry A. Dinger

The People of the
State of New York By the Power of Said
Two Joint Legislatures To All Members
Their Successors Their Heirs Executors
The Their Jurisdiction to a resolution of the
Commissioners of our Land Office for the
purpose of forming the Counties of
our said State is for the acceptance
-payment by the adjacent States and
for no other object, in pursuance whereof
and with the reservations and upon the
Conditions hereinafter mentioned We have
given and granted and by these presents
do give and grant unto Henry A. Dinger
his heirs and assigns the land under
water and between high and low water
mark enclosed in folios two in the
East River of the Hudson River in the
Town of Oriskany County of Westchester
State of New York situate in front of and
adjacent to lands now belonging to said
Dinger Beginning in the Western line
of the land of the Hudson River Road Co.
space at a point in a line continuous
with the Centre line of said street and
running thence in said continuous line
North Seventy five Degrees west Three hun-
dred and fifteen feet thence North
thirteen Degrees thirty minutes west one
hundred and twenty five feet thence
South East line continuous with the Eastern
line of said lands now of said Dinger
thence along said last mentioned line
thence line South Seventy five Degrees
west three hundred and fifty feet
to said lands of the Hudson River Road Co.

thence along said Rail Road company
 Company, thence, one hundred and thirty
 feet more or less to the place of beginning
 containing ninety three hundredths of an
 acre of land under Water. Excepting and
 Reserving to all and Every the said Person
 the full and free right Liberty and privi-
 lege of Entering upon and using all
 and Every part of the above described prem-
 =ises in as ample a manner as they
 might have done had this power and au-
 =thority not been given, until the same
 shall have been actually appropriated
 and applied to the purpose of Commerce
 or for the beneficial Employment of the same
 by the adjacent owner by Erecting a Dock
 or Docks thereon. And these presents are
 upon this Express Condition that if the said
 Being it Directed his heirs or assigns shall
 not within five years from the date here-
 =of actually appropriate and apply the
 above described premises to the purposes
 of Commerce or for the beneficial Employ-
 ment of the same by the adjacent owner by
 Erecting a Dock or Docks thereon and filling
 in the same then these presents and Every
 =thing herein contained shall cease and
 =terminate and become void.

In Testimony Whereof We have caused these
 our Letters to be signed Patented and the Great
 Seal of our said State to be hereunto of-
 =ficed. Witness Robert E. Paulin Governor of
 our said State at our City of Albany
 the fourteen day of May in the year of
 our Lord one thousand eight hundred and
 fifty seven.

Ed

R. E. Paulin

Passed the Secretary Office the 14.th day
 of May 1857

Erastus Clark Dep Sec of State

A True Copy of the Original Grant Records
 June 6, 1877, and received 22, 1891, by
 Alfred S. Marshall Esq.

Cornelia R. Huntington to
 her son W. Plagg.

This Indenture

made the first day of April in the year
 of our Lord one thousand eight hundred
 and ninety seven Between Cornelia R. Hutto-
 ington (of the City of New York and former
 wife of William H. Hutton) of the said County
 of New York, party of the first part and
 her son W. Plagg of the Village of Furber Cove
 in the County of Westchester State of New York party of the
 second part Witnesses that the said party
 of the first part for and in consid-
 eration of the sum of Five thousand Dollars
 lawful money of the United States of
 America to them in hand paid by the
 said party of the second part at or be-
 fore the executing and delivery of these
 presents the receipt whereof is hereby ac-
 knowledged and the said party of the
 second part has here expressed and ex-
 -press is hereby forever released and conveyed
 from the same by these presents. Have
 granted bargained sold aliened released re-
 -leased conveyed and confirmed and by these
 presents do grant bargain sell alien
 release release convey and confirm unto
 the said party of the second part and
 to his heirs and assigns forever All that
 certain lot piece or parcel of land situate
 lying and being in the Village of Furber
 of Westchester in the County of Westchester
 and State of New York. To have and

LIBER 2632 CP 227

part, their heirs and assigns forever.

SUBJECT to the lien of a mortgage now of record on said premises for FIFTEEN HUNDRED (\$1500) DOLLARS and ANOTHER of TWO THOUSAND (\$2000) DOLLARS, now of record and reduced to one thousand. (\$1000) dollars which mortgages the party of the second part assumes and agrees to pay.

SUBJECT also to any state of facts an accurate survey would show and to existing tenancies, restrictions and zoning ordinances affecting premises.

AND said parties of the first part covenant as follows: FIRST.-- That said parties of the first part are seized of the said premises in fee simple, and have good right to convey the same.

SECOND.-- That the parties of the second part shall quietly enjoy the said premises. THIRD.-- That the said premises are free from encumbrances, EXCEPT

as mentioned above. FOURTH.-- That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.-- That said parties of the first part will forever warrant the title to the said premises.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In presence of:

F. X. Fallon.

SAMUEL LOMBARDI (L. S.)

TILLIE LOMBARDI (L. S.)

TWO U.S.I.R. STAMPS for two dollars each, attached and canceled.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS: On the 4th. day of January, nineteen hundred and twenty-six, before me came SAMUEL LOMBARDI and TILLIE LOMBARDI, to me known to be the individuals described in, and who executed, the foregoing instrument, and acknowledged that they executed the same.

FRANCIS X. FALLON, Notary Public,
Westchester County.

The foregoing instrument was endorsed for record as follows: The land affected by the within instrument lies in the City of MOUNT VERNON, Westchester County, New York.

A true copy of the original DEED and acknowledgment thereof recorded Jan. 5th., 1926, at 3:00 p.m.

Lawyers Title and Guaranty Co.

At request of:

Lawyers Title and Guaranty Co.

Register.

THE PEOPLE OF THE STATE
OF NEW YORK.

: LETTERS PATENT.

TO

:

:

LAVINIA LALLY.

:

THE PEOPLE OF THE STATE

OF NEW YORK, BY THE GRACE OF GOD FREE AND INDEPENDENT, TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, that pursuant to a resolution of the Commissioners of our Land office, dated the eighteenth day of November, 1909, and for the purpose of granting and conveying a restricted beneficial enjoyment in and to the lands under water and between high and low water mark hereinafter described, to LAVINIA LALLY the owner of the adjacent uplands, and for no other object or purpose whatsoever, and with the reservations and upon the conditions hereinafter expressed, we have given and granted, and by these presents, do give and grant unto LAVINIA LALLY, her heirs and assigns the land under water, and between high and low water mark, described as follows, to wit:— ALL that certain piece or parcel of land under waters of the Hudson River in front of and adjacent to upland of said Lavinia Lally, in the City of YONKERS, in our County of Westchester, described as follows:— BEGINNING on a line drawn westerly on the same straight course in prolongation of the southerly boundary line of upland belonging to the grantee herein, at a point in said prolongation of said boundary line which is distant one hundred fifty-eight feet westerly at right angles from the original center line of the New York Central and Hudson River railroad, said center line being marked by stone monuments in the ground, said point of beginning being also on the northerly boundary line of land under water granted by the State of New York to Henry A. Dingee, by letters-patent dated July 1, 1872, and running thence along the northerly line of said land under water granted to Dingee and on a line drawn in prolongation thereof north, seventy-five degrees, west five hundred fifteen feet more or less to the pier line in the Hudson River established by the common council of the City of Yonkers, April 12, 1886. Thence along said pier line northerly fifty feet to the southwesterly corner of land under water granted by the people of the State of New York to the Palisades Boat Club, by letters-patent dated December 17, 1889. Thence along said land under water granted to the Palisades Boat Club south, seventy-five degrees east five hundred four feet more or less to a point distant one hundred fifty-eight feet westerly at right angles from the original center line of the New York Central and Hudson River railroad aforesaid, thence on a line drawn parallel with and always distant one hundred fifty-eight feet westerly at right angles from said center line of said railroad, southerly fifty-one feet more or less to the point or place of beginning and containing fifty-eight one-hundredths of an acre, be the same more or less. These letters-patent are issued for the following purposes: To fill in the lands under water herein granted and to erect thereon docks and other structures of a substantial character. These letters-patent are issued, however, subject to such right, title and

interest as the City of Yonkers has to lands under water in front of projected streets, if any such there be, and such right, title and interest, if any, are excepted from this grant and reserved to said city. EXCEPTING AND RESERVING to all and every the said people, the full and free right, liberty and privilege of entering upon and using all and every part of the above described premises in as ample a manner as they might have done had this power and authority not been given always excepting such parts thereof as are actually occupied and covered by structures, docks or buildings of a substantial character and such parts of said premises as have been actually filled in and reclaimed from low or marsh land; provided that unless the improvements above named are completed within five years from the date of these presents this grant shall cease and determine and become null and void.

IN WITNESS WHEREOF, we have caused these our Letters to be made Patent, and the Great Seal of our said State to be hereunto affixed, WITNESS, HORACE WHITE, Lieutenant Governor of our said State at our City of Albany, the fourth day of December in the year of our Lord one thousand nine hundred nine.

(L.S.) HORACE WHITE ---

PASSED the Secretary's office the 4th. day of December, 1909.

THOMAS F. FENNELL, Deputy Secretary
of State.

STATE OF NEW YORK, OFFICE OF THE SECRETARY OF STATE, SS: I hereby certify that the foregoing patent is issued pursuant to a resolution of the Commissioners of the Land office, adopted November 18, 1909, WITNESS my hand and the Seal of Office of the Secretary of State, at the City of Albany, this fourth day of December, 1909.

(L. S.) THOMAS F. FENNELL, Deputy Secretary of
State.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the City of YONKERS, in the County of Westchester, New York.

A true copy of the original LETTERS PATENT and acknowledgment thereof recorded January 5, 1926, at 12 M.

Westchester Title & Trust Co.

A t request of:

James M. Minton

Register.

CATHERINE MORRISON.

TO.

ELIZA BETH T. ELLSWORTH.

THIS INDENTURE, made the 17th.

day of December, nineteen hundred and twenty five, between CATHERINE MORRISON,

LIBER 1650 CP 38

L. 1650

office as. But remembered that on the 28th day of August 1893, at a Surrogate's Court, held in and for the County of Oneida, the within last will of Frederick A. Wesscott, late of the city of Utica in said County, deceased, was, upon due proof admitted to probate, as a will, valid to pass, real and personal property. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at the City of Utica on this 28th day of August A.D. 1893.

ES William H. Bright, Surrogate State of New York County of Oneida, Surrogate's Office, as. Alfred G. Dutcher Clerk of the Surrogate's Court of the County of Oneida; Do hereby certify, that I have compared the annexed copy of last will and Testament and Certificate of probate with the original Last Will and Testament of Frederick A. Wesscott of Utica in said County, deceased, and Certificate of the probate thereof annexed thereto, now remaining in said Surrogate's Office; and that the same is a correct transcript therefrom, and of the whole of such original last will and Testament and Certificate of probate. In Witness Whereof I have hereunto subscribed my name and affixed the seal of said Court at Utica this 2nd day of February in the year 1903.

ES A. G. Dutcher Clerk

A true copy of the amplified copy of will with Certificate of probate. Recorded Apr 27th 1905 at Utica
 Myra B. Bower Register

James C. Bell Esq.

Anna J. Gray

This Indenture made the twenty first day of March, in the year one thousand nine hundred and three, between Philip J. Bell, John W. Bell, James C. Bell, and J. Harvey Bell, as executors of the last will

and testament of James B. Bell late of Columbia County, New York decedent of the first part, and Annie J. Swaney, wife of Henry B. Swaney of Essex Worcester County, New York of the second part Witnesseth that the said parties of the first part by virtue of the power and authority to them given in and by the said last will and testament and in consideration of One (1) Dollar lawful money of the United States, and other good and valuable considerations paid by the party of the second part, do hereby grant and release unto the said party of the second part her heirs and assigns forever All that certain lot piece or parcel of land, with the buildings and improvements thereon situated lying and being in the third ward of the City of Worcester County, righteaster and state of New York bounded and described as follows: Beginning at a point on the south side of Point Street one hundred and twenty two (22) feet and six (6) inches westerly from the southwest corner of Point Street and Ravine Avenue the said point of beginning being at the northwest corner of premises recently conveyed by the parties of the first part to Jennie M. Lyall thence running southerly parallel to Ravine Avenue and along said land of Lyall thirty seven (37) feet thence westerly parallel with Point Street one hundred and forty one (41) feet to a right of way or street fifty feet wide known as Glenwood Terrace thence northerly along said Glenwood Terrace thirty seven (37) feet eleven (11) inches more or less to the southeast corner of said Glenwood Terrace and Point Street thence easterly along Point Street one hundred and forty nine (49) feet and six (6) inches to the point or place of beginning be the said dimensions more or less together with all the right title or interest of the parties of the first part of in and to said Point Street and Glenwood

Terrace lying opposite and adjacent to the above
 described premises. The parties of the first part
 reserve for themselves, as the owners of the prem-
 ises adjoining on the south the above describ-
 ed premises and for such persons as
 may become the owners of said last mentioned
 premises, the right to use and repair the sewer
 pipe now running from the building now
 erected on said southerly premises through
 said first described premises to the sewer in
 Point Street, and the right to use and repair
 the water pipe now running from Point Street
 through said first described premises to said
 house on said southerly premises, and to enter
 upon the premises above described for the pur-
 pose of making such repairs. This reserva-
 tion shall cease determine and be void
 when the said first above described prem-
 ises shall be so improved with substan-
 tial buildings as to interfere with the use
 of said pipes, provided however that the
 owner or owners of said southerly premises
 in such event shall have sixty days written
 notice before the said pipes or either of
 them shall be discontinued, or the use
 of them stopped. Together with the appur-
 tenances and also all the estate which the
 said testator had at the time of his decease
 in said premises, and also the estate therein
 which the said parties of the first part have
 or had power to dispose of whether individ-
 ually, or by virtue of said will or otherwise.
 To have and to hold the above granted pre-
 mises unto said party of the second part
 her heirs and assigns forever. It being un-
 derstood that as to so much of the above
 described land as was formerly comprised
 within the lines of Glenwood Terrace only
 the right title and interest of the parties
 of the first part heretofore intended to be

conveyed. And the said parties of the first part
covenant with the said party of the second part that
the parties of the first part have not done or suf-
fered anything whereby the said premises have
been incumbered in any way what ever. In Witness
Whereof the said parties of the first part have hereunto
set hands and seals the day and year first above
written.

In presence of:

C. M. Brelsford

Chas. C. Knight

Mary S. Alexander

as to Jas. C. Bell Jr. &

J. Harvey Bell

Philip J. Bell

John W. Bell

Jas. C. Bell Jr.

J. Harvey Bell

as Executors &c.

State of New York County of Westchester. On this
19th day of April in the year of our Lord One thousand
and eight hundred and three, before me
the undersigned personally came and appear-
ed James C. Bell Jr. and J. Harvey Bell to
me personally known, and known to me to be two
of the individuals described in and who executed
the within conveyance, and generally acknowledged
to me that they executed the same.

② Mary S. Alexander Notary Public in & for West-
chester Co. N.Y.

State of Florida County of ———— ss. On this
30th day of March in the year of our Lord One
thousand nine hundred and three, before me
the undersigned personally came and appear-
ed Philip J. Bell and John W. Bell to me per-
sonally known, and known to me to be two of
the individuals described in and who executed
the within conveyance, and generally acknowl-
edged to me that they executed the same.

② C. M. Brelsford Notary Public State of Florida
at large.

State of Florida Office of Clerk of Circuit Court
for Wade County ss. D. E. C. Deanbarns Clerk
Of the Circuit Court for the County of Wade in
said state of Florida, being a Court of Record.

Read therein, do hereby certify that E. M. Brinkford whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such proof or acknowledgment a Notary Public in and for the Court, of and said, dwelling in said County, and commissioned and sworn in, and duly authorized to take the same. And further that I am well acquainted with the handwriting of said Notary Public, and do hereby believe that the signature to the said certificate or proof of acknowledgment is genuine.

Indorsing Whereof I have Received at my hand and affixed the seal of said Court and County at Miami in said County and State this 6th day of April A.D. 1903.

E. C. Dearborn Clerk of said Circuit Court by J. O. Stettin, S.C.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the City of Guntersville in the County of Westchester New York.

A true copy of the original deed and acknowledgment thereof with certificate, passed May 1st 1903 at 9 AM.

Deputy Register

James C. Bell Esq.

Mary E. Bell

This Indenture made the twenty first day of March in the year nineteen hundred and three, Between Philip T. Bell, John W. Bell, Janes C. Bell Jr and J. Harbey Bell, as Executors of the last Will and Testament of James C. Bell late of Columbia County, New York deceased of the first part and Mary E. Bell of the City of Guntersville Westchester County New York of the second part. Witnesseth that the said parties of the first part, by virtue of the power and authority to them given in and by

LIBER 1651 CP 10

L. 1651
2

with certificate deposited. Page 80-1003-10:05 am
James C. Bell - Register

James C. Bell, Esq.

No.

George Martin

Trustee of the same

Twenty four days of March in the year 1887
 hundred and three. Between Philip H. Bell

John W. Bell, James C. Bell, Jr. and Harvey Hill

as parties of record and testimony of

James C. Bell, late of Columbia County, New

York deceased, of the first part and George Martin

of Warren County, late of the same County, second part, of the

assessors of the same County, third part, of the

assessors of the same County, fourth part, of the

assessors of the same County, fifth part, of the

assessors of the same County, sixth part, of the

assessors of the same County, seventh part, of the

assessors of the same County, eighth part, of the

assessors of the same County, ninth part, of the

assessors of the same County, tenth part, of the

assessors of the same County, eleventh part, of the

assessors of the same County, twelfth part, of the

assessors of the same County, thirteenth part, of the

assessors of the same County, fourteenth part, of the

assessors of the same County, fifteenth part, of the

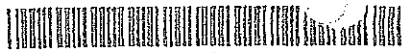
assessors of the same County, sixteenth part, of the

assessors of the same County, seventeenth part, of the

assessors of the same County, eighteenth part, of the

assessors of the same County, nineteenth part, of the

LIBER 7268 CP 523



006175170

Bargain & Sale Deed - New York

(F)

THIS INDENTURE, made the 4TH day of JUNE
nineteen hundred and seventy-five (1975),

BETWEEN ROBERT W. BLANCHETTE, RICHARD G. BOND and JOHN H. McARTHUR,
Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, having
an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19104,

LNK 7258 REC 523

596.75
County of
New York
JUN 19 1975

103683 REAL ESTATE STATE OF *
TRANSFER TAX NEW YORK *
Dept. of 696.75 *
Revenue JUN 19 1975 *
P. 10957 *

80120

FALL STAMPS
ATTACHED \$

hereinafter referred to as the Grantor, and PHELPS DODGE INDUSTRIES, INC., a
Corporation of the State of Delaware, whose Post Office address is 300 Park Avenue,
New York, New York, 10022,

hereinafter referred to as the Grantee;

WITNESSETH, that the Grantor, for and in consideration of
the sum of \$554,127.23
lawful money of the United States, paid by the Grantee, the receipt
whereof is hereby acknowledged, does hereby grant and release unto
the Grantee, the heirs or successors and assigns of the Grantee,
forever, the premises described in Schedule "A" attached hereto and
made a part hereof.

SCHEDULE "A"

ALL THAT parcel of land, with the building and improvements thereon erected, situate in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows, viz:

BEGINNING at a point where the prolongation Northwardly of the center line of Babcock Place meets the Westerly line of Polychrome Place (formerly Alexander Street);

EXTENDING from said beginning point the following twenty-three courses and distances: (1) N. 81° 29' 30" W., along said prolongation of the center line of Babcock Place, 250.50 feet to a corner of land now or formerly of Cohen; thence the following three courses and distances by the last mentioned land: (2) N. 10° 19' 30" E., 193.28 feet to an angle point; (3) N. 9° 47' 30" E., 362.60 feet to a corner in the prolongation Westwardly of the Southerly line of Lamartine Avenue; and (4) N. 81° 29' 30" W., along the last mentioned prolonged line 44.80 feet to a corner of land of Phelps Dodge Corp.; thence the following eight courses and distances by the last mentioned land: (5) N. 14° 33' 00" E., 110.00 feet to an angle point; (6) N. 12° 18' 00" E., 135.68 feet to an angle point; (7) N. 24° 55' 00" E., 515.83 feet to an angle point; (8) N. 23° 29' 30" E., 64.41 feet to a corner in the prolongation Westwardly of the Northerly line of Gold Street; (9) N. 81° 29' 30" W., along the last mentioned prolonged line, 4.33 feet to a corner; (10) N. 16° 49' 32" E., 105.08 feet to an angle point; (11) N. 1° 19' 29" W., 134.80 feet to a corner; and (12) S. 73° 22' 22" E., 20.00 feet to a corner; thence the following four courses and distances by remaining land of Penn Central Transportation Company: (13) S. 1° 19' 29" W., 392.15 feet to a point; (14) S. 9° 08' 17" W., 157.55 feet to a point; (15) S. 3° 42' 00" E., 140.01 feet to a point; and (16) S. 1° 48' 22" W., 220.20 feet to a P.K. nail in railroad tie at the Northeastly corner of land now or formerly of Jack Singer Terminals Co.; thence the following six courses and distances by the last mentioned land: (17) S. 86° 25' 30" W., 35.75 feet to a corner; (18) S. 6° 35' 41" W., 206.72 feet to an angle point; (19) S. 3° 34' 30" E., 142.12 feet to a corner; (20) S. 86° 25' 30" W., 129.74 feet to a corner; (21) S. 10° 26' 00" W., 260.23 feet to a corner; and (22) S. 81° 29' 30" E., 115.63 feet to said Northerly line of Polychrome Place; and thence (23) S. 8° 30' 30" W., along said line of Polychrome Place, 50.00 feet to the place of beginning.

CONTAINING 5.97 acres, ±. (259,831.29 square feet ±).

TOGETHER with one turnout, 900 lineal feet of track and appurtenances thereto located on the above described premises.

SUBJECT, however, to (A) the rights of Ludlum-Low Realty Corp. and Yonkers Distribution Center & Warehouse, Inc., their respective successors and assigns, to use a portion of the parcel of land hereinbefore described for ingress and egress purposes from and to Alexander Street (now Polychrome Place), said portion being more particularly bounded and described as follows, viz:

BEGINNING at the same point of beginning as established in said parcel of land hereinbefore described, said beginning point being in the Westerly line of Polychrome Place (formerly Alexander Street);

EXTENDING from said beginning point the following fourteen courses and distances: (1) N. 81° 29' 30" W., along the prolongation of the center line of Babcock Place, 250.50 feet to a corner of land now or formerly of Cohen (formerly Ludlum-Low Realty Corp.); thence (2) N. 10° 19' 30" E., by the last mentioned land, 50.02 feet; thence the following six courses and distances through said parcel of land hereinbefore described: (3) S. 81° 29' 30" E., parallel with and 50 feet Northwardly, at right angles, from course number one herein, 83.27 feet to a point distant 50 feet Westwardly, at right angles, from a Westerly line of land now or formerly of Jack Singer Terminals Co. (formerly Yonkers Distribution Center & Warehouse Inc.); (4) N. 10° 26' 00" E., parallel with said last mentioned Westerly line, 275.20 feet; (5) N. 86° 25' 30" W., parallel with and 25 feet Northwardly, at right angles, from a Northerly line of the last mentioned land, 150.03 feet to a point distant 25 feet Westwardly, at right angles, from another Westerly line of the last mentioned land; the following two courses and distances being parallel with Westerly lines of the last mentioned land: (6) N. 3° 34' 30" W., 119.36 feet; (7) N. 6° 35' 41" E., 204.40 feet to the prolongation Westwardly of the northern-

SCHEDULE "A" (continued)

most line of said land now or formerly of Jack Singer Terminals Co.; and (8) N. 86° 25' 30" E., along the last mentioned prolonged line, 25.40 feet to a corner of the last mentioned land; thence the following five courses and distances along lines of the last mentioned land: (9) S. 6° 35' 41" W., 206.72 feet to an angle point; (10) S. 3° 34' 30" E., 142.12 feet to a corner; (11) S. 86° 25' 30" W., 129.74 feet to a corner; (12) S. 10° 26' 00" W., 260.23 feet to a corner distant 50 feet Northwardly, at right angles, from course number one herein; and (13) S. 81° 29' 30" E., parallel with said course number one herein, 115.63 feet to said Westerly line of Polychrome Place; and thence (14) S. 8° 30' 30" W., along said line of Polychrome Place, 50.00 feet to the place of beginning.

CONTAINING 0.87 of an acre, ± (37,774.74 square feet, ±);

(B) easements for existing sewerlines, intake lines and pipelines, with appurtenant manholes, affecting and crossing the parcel of land hereinbefore described; and

(C) conditions, exceptions, reservations, restrictions and easements of record affecting the parcel of land hereinbefore described.

WILLARD WIRTZ HAVING RESIGNED AS A TRUSTEE OF THE PROPERTY OF PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, EFFECTIVE DECEMBER 31, 1972, THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA IN PROCEEDINGS FOR THE REORGANIZATION OF A RAILROAD, CAUSE NO. 70-347, ENTITLED "IN THE MATTER OF PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR," BY ITS ORDER NO. 1065, DATED DECEMBER 29, 1972, AUTHORIZED THE REMAINING TRUSTEES, GEORGE P. BAKER, RICHARD C. BOND AND JERVIS LANGDON, JR., TO CONTINUE TO ACT AS TRUSTEES OF THE PROPERTY OF THE DEBTOR.

JERVIS LANGDON, JR., HAVING RESIGNED AS A TRUSTEE OF THE PROPERTY OF PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, EFFECTIVE MARCH 28, 1974, THE SAID COURT BY ORDER NO. 1435, DATED JANUARY 11, 1974, APPOINTED ROBERT W. BLANCHETTE AS SUCCESSOR TRUSTEE EFFECTIVE UPON RATIFICATION THEREOF BY THE INTERSTATE COMMERCE COMMISSION, WHICH APPOINTMENT WAS RATIFIED ON MARCH 28, 1974, AND AUTHORIZED GEORGE P. BAKER, ROBERT W. BLANCHETTE AND RICHARD C. BOND TO ACT AS TRUSTEES OF THE PROPERTY OF THE DEBTOR.

GEORGE P. BAKER HAVING RESIGNED AS A TRUSTEE OF THE PROPERTY OF PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, EFFECTIVE JULY 22, 1974, THE SAID COURT, BY ORDER NO. 1603, DATED JULY 3, 1974, APPOINTED JOHN H. McARTHUR AS SUCCESSOR TRUSTEE EFFECTIVE UPON RATIFICATION THEREOF BY THE INTERSTATE COMMERCE COMMISSION, WHICH APPOINTMENT WAS RATIFIED ON JULY 22, 1974, AND AUTHORIZED ROBERT W. BLANCHETTE, RICHARD C. BOND AND JOHN H. McARTHUR TO ACT AS TRUSTEES OF THE PROPERTY OF THE DEBTOR.

THIS INSTRUMENT is executed, delivered and accepted upon the understanding and agreement:

(a) that the said Grantor shall not be liable or obligated to construct or maintain any fence between the land hereinbefore described and land of the said Grantor adjoining the same; or be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for any compensation for any damage that may result by reason of the non-existence of such a fence;

(b) that the said Grantee shall not have or assert to have any claim or demand whatsoever for compensation for damages, whether said damages be direct or consequential, to the land hereinbefore described or to any buildings or improvements now or hereafter erected thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair or renewal of Grantor's railroad or which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and the said Grantee hereby expressly releases the said Grantor from liability for any such damages;

~~that the said Grantee shall not at any time hereafter ask, demand, recover or receive any compensation whatever for any damage which may be caused by the sliding of any part of the adjoining railroad embankment of the said Grantor, or by the draining or seeping of water therefrom upon or into the land hereinbefore described or upon or into anything which may be erected or placed thereon;~~

that the said Grantor shall not be liable or obligated to provide lateral support for the surface of the land hereinbefore described or any part thereof; and that the said Grantee shall not, at any time hereafter, ask, demand, recover or receive any compensation whatever for any damage that may be caused by the sliding of any part of the slope or embankment supporting the surface of the land hereinbefore described on the ~~and shall use due diligence to prevent the drainage or seepage of water or the precipitation of snow or ice or anything whatever from the land hereinbefore described on to or upon the remaining land of the said Grantor or on to or upon any part thereof;~~

(c) that in the event the tracks of the railroad of the Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over the said railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any grade crossing is vacated and closed, the said Grantee, as owner of the land hereinbefore described, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenues, roads, lanes, highways or alleys or out of the vacation and closing of any grade crossing;

~~that a right or means of ingress, egress or passageway to or from the land hereinbefore described is not hereby granted, specifically or by implication, and that the said Grantor shall not and will not be liable or obliged to obtain for the said Grantee such means of ingress, egress or passageway and also that the said Grantee will obtain a means of access to and from the said land at his or its own cost and expense.~~

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises, SUBJECT as aforesaid.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever, SUBJECT as aforesaid.

AND the Grantor, in compliance with Section 13 of the Lien Law, covenants that it will receive the consideration for this conveyance or an equal sum and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements, if any, made by it upon said premises and that it will apply the same first to the payment of the cost of any such improvements before using any part of the total of the same for any other purposes.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the Grantor has caused this Indenture to be executed the day and year first above written.

SEALED and DELIVERED
in the presence of us:

Through: [Signature]

[Signature]

Robert W. Blanchette (SEAL)
ROBERT W. BLANCHETTE

Richard C. Bond (SEAL)
RICHARD C. BOND

John H. McArthur (SEAL)
JOHN H. MCARTHUR

TRUSTEES OF THE PROPERTY OF
PENN CENTRAL TRANSPORTATION COMPANY,
DEBTOR

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)

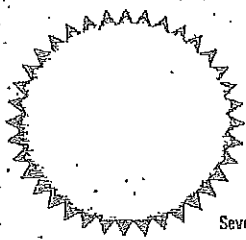
On the 4th day of June nineteen hundred and
seventy-five (1975), before me, personally came ROBERT W. BLANCHETTE, RICHARD
C. BOND and JOHN H. McARTHUR, Trustees as aforesaid; to me known, and known to me to be
the individuals described in and who executed the foregoing Instrument, and acknowledged
that they executed the same as such Trustees as aforesaid.

Francis J. Cortese
Notary Public

FRANCIS J. CORTESI
Notary Public, Phila. Co., Pa.
By Comm. on Expir. September 6, 1978

In the Court of Common Pleas of Philadelphia County
Commonwealth
of Pennsylvania
County of Philadelphia, ss.

23930



I, AMERICO V. CORTESE, Prothonotary of the Court of Common Pleas of
said county, which is a Court of Record having an official seal, being the officer
authorized by the laws of the Commonwealth of Pennsylvania to make the
following Certificate:
do Certify, That *Francis J. Cortese* Esquire,
before whom the annexed affidavit was made, was at the time of so doing a NOTARY
PUBLIC for the Commonwealth of Pennsylvania residing in the County of Philadelphia
duly commissioned and qualified to administer oaths and affirmations and to take
acknowledgments and proofs of Deeds or Conveyances for lands, tenements and heredita-
ments to be recorded in said Commonwealth of Pennsylvania, and to all whose acts, as
such, full faith and credit are and ought to be given, as well in Courts of Judicature as
elsewhere, and that I am well acquainted with the handwriting of the said NOTARY
PUBLIC and verily believe the signature therein is genuine, and that said oath or affirm-
ation purposes to be taken in all respects as required by the laws of the Commonwealth of
Pennsylvania.

The impression of the seal of the Notary Public is not required by law to be filed in
this office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said
Court, this 3rd day of JUNE in the year of our Lord
one thousand nine hundred and Seventy-Five (1975).

By *Americo V. Cortese* Deputy Prothonotary
Homer Cook Gruberger 488

75W3072 6421885

Q.L.R. 115-20
2-00 PRINTED IN U.S.A.

RECEIVED

ROBERT W. BLANCHETTE et al,
Trustees

to

PHILIPS DEERE INDUSTRIES, INC.

362

PREMISES SHOWN ON TAX MAP
OF CITY OF YONKERS AS
SECTION 2 BLOCK 262A
PART OF LOTS 30 AND 32

INDEX IN THE CITY OF YONKERS

Premises situate in the City of
Yonkers, Westchester Co., N.Y.
Records, and RETURN TO
DEEDHOUSE, HUNTERDON AND GATES ST.
709 PARK AVENUE
NEW YORK, N.Y. 10017
ATTN: WILLIAM H. CLARK, ESQ.

LIBER 7268-529

13.00 B - CPa 00148 6-19-75

RECEIVED
HUNTERDON AND GATES ST.
NEW YORK, N.Y.

RECEIVED	
DATE	22-11-75
TIME	11:51 AM
BY	CLERK

Desc. 115-20
Compd. 115-20
Map
PKG.
BOX

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate
in the CITY OF YONKERS
County of Westchester, N. Y. A true copy of the original DEED
recorded JUNE 19, 1975 at 11:51 AM
GEORGE R. MORROW, County Clerk.

LIBER 4405 CP 380

THIS INDENTURE, made this 29th day of May
one thousand, nine hundred and forty-five,

BETWEEN - THE NEW YORK CENTRAL RAILROAD COMPANY, a corporation organized and existing pursuant to the Laws of the State of New York, having its principal office at No. 575 Broadway, in the City and County of Albany and State of New York, party of the first part, and PHELPS DODGE COPPER PRODUCTS CORPORATION, a corporation organized and existing pursuant to the Laws of the State of Delaware, having its principal place of business at No. 40 Wall Street, in the Borough of Manhattan, City, County and State of New York, party of the second part,

WITNESSETH, that the party of the first part, for and in consideration of the sum of ONE HUNDRED (\$100.00) DOLLARS and other good and valuable consideration in dollars, lawful money of the United States, to it paid by the party of the second part; the receipt whereof is hereby acknowledged, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that certain piece or parcel of land and land under the waters of the Hudson River, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point in the prolongation westerly of the northerly line of Gold Street distant westerly, measured along said prolongation westerly of the northerly line of Gold Street, one hundred ninety and eighty-five hundredths (190.85) feet from the center line of original location of the Hudson River Railroad, said center line being marked by stone monuments set in the ground; and running

Thence westerly, along said prolongation westerly of the northerly line of Gold Street, three hundred thirty-five and four tenths (335.4) feet, more or less, to a point in the westerly line of that parcel of land described as No. 1 in deed by New York State Realty and Terminal Company to said party of the first part dated November 27, 1917, recorded in the Office of the Clerk of Westchester County, Division of Land Records (formerly Register's Office) in Liber 2161 of Deeds, at Page 118;

Thence northerly, along said westerly line of said par-

For Map Forming Part of this Instrument
See 6108 of Maps

Revenue stamps attached to 118

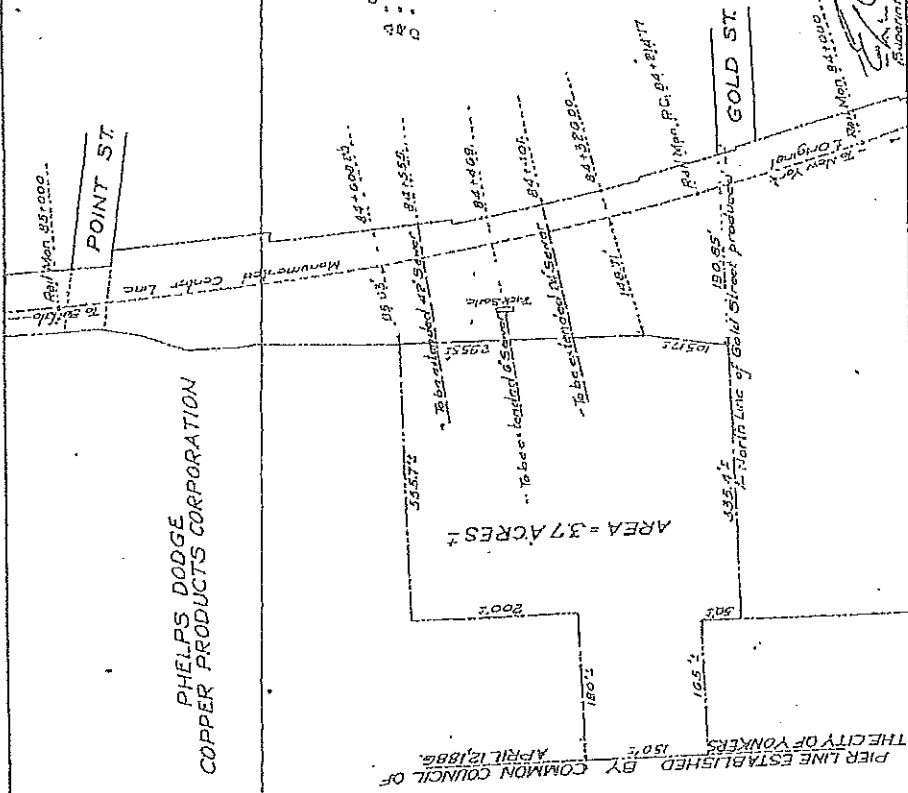
(6)

City of Yonkers,
County of Westchester,
State of New York.

H U D S O N R I V E R

PHELPS DODGE
COPPER PRODUCTS CORPORATION

Plot Co. Sheet #21
Filed No. 2222
118-13



N. Y. C. R. R.
BUFFALO AND EAST
ELECTRIC DIVISION
MAIN LINE
LANDS PROPOSED TO BE CONVEYED TO
PHELPS DODGE COPPER PRODUCTS CORPORATION
4000 feet North of
YONKERS

Office of Division Engineer
N.Y. May 16, 1945
Scale 1"=100'

E. J. Caglon
Superintendent
H. H. Kelly
Division Engineer

LIBER 4405 CP 380

3807
B

445

Libei 440.5
cp 380

cel of land described as No. 1 in deed by New York State Realty and Terminal Company to said party of the first part dated November 27, 1917 as aforesaid, being along the westerly line of that parcel of land under water granted by The People of the State of New York to Henry A. Dingee by Letters Patent dated July 1, 1872, recorded in the Office of the Secretary of State in Book of Patents No. 42 at Page 417 fifty (50) feet, more or less, to the southerly line of that parcel of land conveyed by New York State Realty and Terminal Company to said party of the first part by deed dated June 22, 1927, recorded in the Office of the Clerk of Westchester County, Division of Land Records (formerly Register's Office) in Liber 2774 of Deeds, at Page 395;

Thence westerly, along said southerly line of said parcel of land conveyed by New York State Realty and Terminal Company to said party of the first part by deed dated June 22, 1927 as aforesaid, being along the southerly line of that parcel of land under water granted by The People of the State of New York to Lavinia Lally by Letters Patent dated December 4, 1909, recorded in the Office of the Secretary of State in Book of Patents No. 54 at Page 230, one hundred sixty-five (165) feet, more or less, to the Pier line in the Hudson River established by the Common Council of the City of Yonkers on April 12, 1886;

Thence northerly, along said Pier line in the Hudson River established by the Common Council of the City of Yonkers on April 12, 1886, being along the westerly line of said parcel of land conveyed by New York State Realty and Terminal Company to said party of the first part by deed dated June 22, 1927 as aforesaid, being in part along the westerly line of that parcel of land under water granted to said Lavinia Lally by Letters Patent as aforesaid, in part along the westerly line of that parcel of land under water granted by The People of the State of New York to Palisade Boat Club by Letters Patent dated December 17, 1889, recorded in the Office of the Secretary of State in Book of Patents No. 44 at Page 379, and in part along the westerly line of that parcel of land under water granted by The People of the State of New York to Charles A. Pearsall by Letters Patent dated December 31, 1890, recorded in the Office of the Secretary of State in Book of Patents No. 44 at Page 446, one hundred fifty (150) feet, more or less, to a corner or angle in said westerly line of said parcel of land conveyed by New York State Realty and Terminal Company to said party of the first part by deed dated June 22, 1927, as aforesaid;

Thence easterly, along a jog or offset in said westerly line of said parcel of land conveyed by New York State Realty and Terminal Company to said party of the first part by deed dated June 22, 1927 as aforesaid, being along the northerly line of that parcel of land under water granted by The People of the State of New York to Charles A. Pearsall by Letters Patent as aforesaid, one hundred eighty (180) feet, more or less, to the westerly line of that parcel of land under water granted by The People of the State of New York to Eliza A. M. Blackwell, Executrix of Sidney S. Blackwell, deceased, by Letters Patent dated December 12, 1871, recorded in the Office of the Secretary of State in Book of Patents No. 42, at Page 172;

Thence northerly, along said westerly line of that parcel of land under water granted by The People of the State of New York to Eliza A. M. Blackwell, Executrix of Sidney S. Blackwell, deceased, by Letters Patent as aforesaid, two hundred (200) feet, more or less, to the northerly line of

that parcel of land conveyed by New York State Realty and Terminal Company to said party of the first part by deed dated June 22, 1927 as aforesaid;

Thence easterly, along said northerly line of that parcel of land conveyed by New York State Realty and Terminal Company to said party of the first part by deed dated June 22, 1927 as aforesaid, being along the southerly line of lands of said party of the second part, formerly of the Yonkers Yacht Club, three hundred thirty-five and seven tenths (335.7) feet, more or less, to the southeasterly corner of lands of said party of the second part, said corner being the southwesterly corner of that parcel of land described as No. 2 in a certain Order of the Supreme Court dated December 4, 1908, Confirming Report of the Commissioners in the Matter of The New York Central and Hudson River Railroad Company against The City of Yonkers, Yonkers Yacht Club, Charles W. Swapp and Others, filed in the Office of the Clerk of said County of Westchester on December 5, 1908, said corner being distant westerly ninety-five and sixty-three hundredths (95.63) feet measured radially from said center line of original location of the Hudson River Railroad at Chaining Station 84 plus 608.20 of the New York Central Railroad;

Thence southerly, two hundred ninety-five and five tenths (295.5) feet, more or less, to a point distant westerly one hundred forty-eight and seventy-one hundredths (148.71) feet measured radially from said center line of original location of the Hudson River Railroad at Chaining Station 84 plus 326.00 of the New York Central Railroad;

Thence southwesterly, one hundred five and seventeen hundredths (105.17) feet, more or less, to the point and place of beginning;

CONTAINING three and seven tenths (3.7) acres of land and lands under water, more or less.

TOGETHER with all the right, title and interest, if any, of the party of the first part in and to the land under the waters of the Hudson River lying westerly of the above described premises.

The above described premises are shown on plan entitled "N.Y.C.R.R., Buffalo and East, Electric Division, Main Line, Lands Proposed to be Conveyed to Phelps Dodge Copper Products Corporation, 4000 feet north of Yonkers", dated May 18th, 1945, which is hereto attached and hereby made a part hereof.

#6108
SUBJECT to the covenants, conditions, exceptions, reservations and agreements now of record affecting said premises, including the covenants, conditions, exceptions and reservations contained in the Letters patent hereinabove mentioned and in Letters Patent from The People of the State of New York to Henry A. Dingee dated July 1, 1872, recorded in the Office of the Secretary of State in Book of Patents No. 42 at Page 223.

SUBJECT, also, to the occupancy of said premises by the sewerage and drainage pipes and culverts now located thereon and discharging into the waters of the Hudson River, as shown on said attached plan, and to the rights of the City of

Yonkers to connect with and use the most northerly pipe or culvert on said premises as part of its sewerage and drainage systems.

RESERVING to the party of the first part, its successors and assigns, the permanent right and easement to connect with and use said pipes and culverts on said premises as part of the sewerage and drainage systems of the party of the first part on its adjoining lands.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises, subject, however, as aforesaid.

TO HAVE AND TO HOLD the said premises herein granted unto the party of the second part, its successors and assigns forever, subject, however, as aforesaid.

As a part of the consideration for this conveyance, the party of the second part, for itself, its successors and assigns, does hereby covenant and agree to and with the party of the first part, its successors and assigns:

(a) That the party of the second part shall maintain, repair and renew, at its sole cost and expense, the said pipes and culverts now located on said premises in such manner as to permit and allow at all times a free and uninterrupted flow through and from said pipes and culverts into the waters of the Hudson River and that in the event said premises shall at any time be so used or occupied as to obstruct or interfere with such free and uninterrupted flow through and from said pipes and culverts into the waters of the Hudson River, then the party of the second part shall, at its sole cost and expense, construct and thereafter maintain, repair and renew such extensions to said pipes and culverts as may be necessary to permit and allow a free and uninterrupted flow through and from said pipes and culverts and the extensions thereof into the waters of the Hudson River; and

(b) That the party of the second part shall not make or cause to be made at any future time any application, de-

mand or claim for any crossing or right-of-way through, over, under or across the lands of the party of the first part adjoining said premises on the east and south, for the purpose of access to said premises, or otherwise, and shall and hereby does release, exonerate and discharge the party of the first part, its successors and assigns, of and from all and every obligation, if any, whether imposed by statute now existing or hereafter enacted, or otherwise, to construct, maintain, allow or permit any crossing or right of way whatsoever through, over, under or across the said lands of the party of the first part adjoining said premises on the east and south, as aforesaid, hereby releasing and discharging the party of the first part, its successors and assigns forever, of and from any and all demands and claims by reason of the failure of the party of the first part, its successors or assigns, to construct, maintain, allow or permit any such crossing or right-of-way.

AND it is further understood and agreed by and between the parties hereto that the covenants and agreements herein contained by and on the part of the party of the second part shall be and shall be deemed to be covenants running with the land and binding upon the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

THE NEW YORK CENTRAL RAILROAD COMPANY
By

Attest

By

J. E. Dugherthy
VICE President.



Approved as to form

General Counsel

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

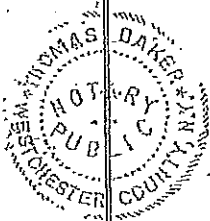
On this 31 day of May, one thousand
nine hundred and forty-five, before me came R.E. COUGHERTY
to me known, who, being by me duly

sworn, did depose and say; that he resides at
2 MURCHISON PLACE WHITE PLAINS, N. Y.

that he is VICE President of THE NEW YORK CENTRAL
RAILROAD COMPANY, the corporation described in, and which
executed the foregoing instrument; that he knows the seal
of said corporation; that the seal affixed to said instru-
ment is such corporate seal; that it was so affixed by
authority of the Board of Directors of said corporation; and
that he signed his name thereto by like authority.

Thomas Baker

THOMAS BAKER
NOTARY PUBLIC, Westchester County, N. Y.
Certificate filed in N. Y. Co. Clerk's No. 1553
New York County Register's No. 1136-2-7
Commission expires March 30, 1947



The foregoing instrument was endorsed for record as follows: The property affected by this instrument is
situate in the CITY OF YONKERS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED July 2, 1946 at 12:24 P.M. at request of T. G. & T. CO.

FEE: \$ 6.25

No. 30145

ROBERT J. FIELD, County Clerk.

LIBER 1126 CP 470

State of New York

Sarah Price

The People of the State of New York by the Grace of God Free and Independent to all to whom these presents shall come Having Knowledge that pursuant to a Resolution of the Commissioners of our Land Office for the purpose of promoting the Commerce of our said State or for the beneficial enjoyment by the adjacent owner and for no other object or purpose whatsoever and with the reservations and upon the Conditions hereinafter mentioned have given and granted and by These Presents do give and grant unto Sarah Price her heirs and assigns the land under water and between high and low water mark described as follows to wit

That certain piece or parcel of land under the waters of the Hudson River in front of and adjacent to a part of said Sarah Price in the City of Yonkers in the County of Westchester described as follows to wit

Beginning at the northwesterly corner of the premises of said Sarah Price where the same is intersected by the easterly line of the New York Central and Hudson River Railroad property and which point is distant one hundred feet northerly from the northerly line of Lamartine Avenue measured on a line at right angles therefrom thence north seventy five Degrees west eight hundred ninety two feet to the pier line as fixed by the Common Council of the City of Yonkers April 12th 1886 thence southerly along the said established pier line one hundred twenty five feet thence south seventy five Degrees east nine hundred twenty six feet to the easterly line of the New York Central and Hudson River Railroad property where the same is intersected with the middle line of Lamartine Avenue thence northerly along the easterly line of the New York Central and Hudson River Railroad property one hundred twenty six feet and six inches to the place of beginning

Excepting thereout all the land and property rights of the New York Central and Hudson River Railroad Company and containing two and four hundred fourteen one thousand six acres of land under water

These Letters Patent are issued pursuant to a resolution of the Commissioners of the Land Office adopted December 15th 1887 Subject to the right of the City of Montreal to extend its existing sewer over so much of the land hereinabove granted as shall be contained within the extension in the same line as the present line of Lamartine Avenue to be so extended if at all in a straight line to the outer line of the land hereinabove granted Excepting and Reserving to all and every the said People the full and free right liberty and privilege of entering upon and using all and every part of the above described premises in as simple a manner as they might have done had this power and authority not been given until the same shall have been actually appropriated and applied to the purposes of Commerce by creating a Dock or Docks thereon or for the beneficial enjoyment of the same by the adjacent owners And Testimony Whereof We have caused these our Letters to be made Patent and the Great Seal of our said State to be hereunto affixed Witness David B. Hill Governor of our said State at our City of Albany the seventeenth day of December in the year of our Lord one thousand eight hundred and eighty-seven

David B. Hill

Passed the Secretary's Office the 17th day of December 1887

Didrick Willers Deputy Secretary of State
State of New York Office of the Secretary of State
 I hereby certify that the foregoing Patent is issued pursuant to a resolution of the Commissioners of the Land Office passed December 15th 1887 and of Record in Book No 18 at page 1448 of Land Office minutes. Witness my hand and the seal of Office of the Secretary of State at the City of Albany this 17th day of December 1887

Didrick Willers Deputy Secretary of State and Clerk of Land Commrs
True copy of the Original Grant and acknowledged
Recorded Dec 21st 1887 at 935
Jacksonville Register

LIBER 1716 CP 89

1716
2

said premises in fee simple and has good right to convey the same. SECOND.- That the party of the second part shall quietly enjoy the said premises. THIRD.- That the said premises are free from incumbrances. FOURTH.- That the parties of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH.- That the said parties of the first part will forever warrant the title to said premises. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In presence of: MICHAEL NORMILE. (L.S.)

HANNAH M. NORMILE. (L.S.)

STATE OF NEW YORK COUNTY OF WESTCHESTER, S. S.: On the 14th day of July in the year nineteen hundred and five, before me personally came MICHAEL NORMILE, & HANNAH M. NORMILE, to me known and known to me to be the individuals described in and who executed the foregoing instrument and they duly & severally acknowledged that they executed the same.

E. P. Barrett Notary Public;

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the Town of BEDFORD, in the County of Westchester, New York, A true copy of the original deed and acknowledgment thereof recorded July 18th 1905, 8 A. M.

Register

STATE OF NEW YORK.

Letters Patent.

TO

CHARLOTTE McCALLUM AND OTHERS.

THE PEOPLE OF THE STATE OF NEW YORK, By the

Grace of God Free and Independent, To all to whom these presents shall come, Greeting, of the Commissioners

Know Ye, that pursuant to a resolution of Our Land Office dated the thirtieth day of September 1897, we have given and granted and by these presents do give and grant unto CHARLOTTE McCALLUM, ANNIE L. VAN NESS and LAURA G. RICHARDSON, their heirs and assigns the land under water and between high and low water mark described as follows to wit: ALL that certain piece or parcel of land under waters of the Hudson River in front of and adjacent to upland of the above named grantees in the City of YONKERS, in Our County of Westchester, described as follows, to wit: BEGINNING at the southwesterly corner of the premises of the grantees herein, where the same is intersected by the easterly line of the New York Central and Hudson River Railroad property and which point is distant one hundred sixty feet southerly from the southerly line of Lamartine Avenue, measured on a line at right angles therefrom; thence north seventy five degrees west along the northerly line of land under water granted to Alfred Jones; and in line of continuation thereof, nine hundred seventy eight feet to the pier line, as fixed by the common council of the City of Yonkers, April 12, 1886, thence northerly along the said established pier line one hundred eighty five feet to the southerly line of land under water granted and patented to Sarah Price, dated December 17, 1887; thence south seventy five degrees east along

the said southerly line of said land under water granted to Sarah Price, nine hundred twenty six feet to the easterly line of the New York Central and Hudson River Railroad property where the same is intersected with the middle line of Lamartine Avenue; thence southerly along the easterly line of the New York Central and Hudson River Railroad property one hundred ninety feet to the place of beginning, Excepting thereout all the land and property rights of the New York Central and Hudson River Railroad Company, and containing three and seventy five one hundredths acres of land under water, This grant is made subject to the right of the City of Yonkers to extend its existing sewer and maintain it over so much of the land hereby granted as shall be included between the centre and southerly lines of Lamartine Avenue extended westerly to the Pierhead line. IN TESTIMONY WHEREOF, we have caused these our Letters be made Patent and the Great Seal of our said State to be hereunto affixed, Witness:

Frank S. Black, Governor of our said State at our City of Albany the sixteenth day of October in the year of our Lord one thousand eight hundred and ninety seven,

(L.S.) FRANK S. BLACK,

Passed the Secretary's Office the 16th day of October 1897.

ANDREW DAVIDSON, Deputy Secretary of State.

STATE OF NEW YORK OFFICE OF THE SECRETARY OF STATE, S. S. I HEREBY certify that the foregoing patent is issued pursuant to a resolution of the Commissioners of our Land Office adopted Sept. 30, 1897. Witness my hand and the Seal of Office of the Secretary of State at the City of Albany, this sixteenth day of October 1897.

(L.S.) Andrew Davidson, Deputy Secretary of State.

and Clerk of Land Com'rs.

This foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the City of YONKERS, in the County of Westchester, New York. A true copy of the original Letters Patent recorded July 18th 1905. S. A. M. Register.

MARIA PALMER:

TO:

HENRY W. SACKETT, THIS INDENTURE, made the 16th day of June, in the year nineteen hundred five, BETWEEN MARIA PALMER, of the Town of Mamaroneck, County of Westchester and State of New York, who with Philip Palmer is the only heir and next of kin of Aaron Palmer, Jrs, Sands Palmer and Emma Palmer, deceased, party of the first part and HENRY W. SACKETT, of the same place party of the second part, WITNESSETH, that the said party of the first part for and in consideration of the sum of FIFTY DOLLARS, lawful money of the United States paid by the said party of the second part does hereby remise release and forever quit claim unto the said party of the second part his heirs and assigns forever, ALL those two certain parcels of land situate in the Town of MAMARONECK, County of Westchester and State of New York,

LIBER 1884 CP 275

1884 CP 275

STATE OF NEW YORK

TO

JOSEPH B. THOMPSON

THE PEOPLE OF THE STATE OF NEW YORK, BY THE GRACE OF GOD FREE AND INDEPENDENT, TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING: KNOW YE, that pursuant to a resolution of the Commissioners of our Land Office, dated the thirtieth day of June, 1909, and for the purposes of granting and conveying a restricted beneficial enjoyment in and to the lands under waters and between high and low water mark hereinafter described, to JOSEPH B. THOMPSON the owner of the adjacent uplands, and for no other object or purpose whatsoever, and with the reservations and upon the conditions hereinafter expressed, we have given and granted, and by these presents do give and grant unto Joseph B. Thompson, his heirs and assigns the land under water, and between high and low water mark, described as follows, to wit: ALL that certain piece or parcel of land under waters of the Hudson River in front of and adjacent to upland of the grantee herein in the City of YONKERS, in our County of Westchester, described as follows: BEGINNING at a point in the southerly line of land under water granted by the People of the State of New York to Henry A. Dingee, by letters patent dated July 1, 1872, and in the westerly line of that parcel of land under water granted by the people of the State of New York to the New York Central and Hudson River Railroad Company, by letters patent dated December 14, 1904, recorded in the office of the Secretary

of state in Book of Patents No. 49 at page 384, being the first described parcel in said letters patent, said point of beginning being distant westerly one hundred and fifty eight feet at right angles from the center line of original location of the Hudson River Railroad as said center line is now marked by stone monuments set in the ground; and running thence north seventy five degrees west along the southerly line of land under water granted to Henry A. Dingee as aforesaid, three hundred ninety nine feet more or less, to the bulkhead and pier line established by the war department of the United States, September 20, 1897; thence along the said pier and bulkhead line south ten degrees west, one hundred fifty feet and six inches, more or less, to land under water granted by the State of New York to Hannah F. Cunningham, July 2, 1888; thence along the same south, seventy five degrees east, four hundred forty nine feet, more or less, to the westerly line of said parcel of land under water granted to said Railroad Company as aforesaid; thence northerly along the westerly line of said parcel of land under water granted to said Railroad Company as aforesaid, parallel with said center line, one hundred sixty feet, more or less, to the place of beginning. Containing one and forty six one-hundredths acres. These letters patent are issued pursuant to a resolution of the Commissioners of the land office for the following purposes: To fill in the lands under water herein granted and to erect thereon docks of a substantial character. These letters patent are issued, however, subject to such right, title and interest as the City of Yonkers has to lands under water in front of projected streets, if any such there be, and such right, title and interest, if any, are excepted from this grant and reserved to said City. EXCEPTING and reserving to all and every the said people, the full and free right, liberty and privilege of entering upon and using all and every part of the above described premises in as ample a manner as they might have done has this power and authority not been given, always excepting such parts thereof as are actually occupied and covered by structures, docks or buildings of a substantial character, and such parts of said premises as have been actually filled in and reclaimed from low or marsh land; provided that unless the improvements above named are completed within five years from the date of these presents this grant shall cease and determine and become null and void. IN WITNESS WHEREOF, We have caused these our Letters to be made Patent, and the Great Seal of our said state to be hereunto affixed. WITNESS Horace White, Lieutenant Governor of our said state, at our City of Albany, the twenty third day of July, in the year of our Lord one thousand nine hundred nine.

HORACE WHITE.

Passed, the Secretary's Office the 23rd day of July, 1909.

(L.S.) Thomas E. Fennell, Deputy Secretary of State.

STATE OF NEW YORK, OFFICE OF THE SECRETARY OF STATE. SS. I hereby certify that the foregoing patent is issued pursuant to a resolution of the Commissioners of the

Land Office, adopted June 30, 1909. -- Witness my hand, and the seal of office of the Secretary of State, at the City of Albany, this twenty third day of July, 1909.

(L.S.) Thomas F. Fennell, Deputy Secretary of State.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the City of YONKERS, in the County of Westchester, New York. A true copy of the original Letters Patent and acknowledgment thereof recorded August 17, 1909, at 12.20 P. M.

Edward D. Keen
Register.

GLADYS OAKLEY & OR. GDN. OF)

TO)

THOMAS OAKLEY)

THIS INDENTURE, made the 18th day of June, in the year one thousand nine hundred and nine, BETWEEN GLADYS OAKLEY and MARY A. OAKLEY, both of the City of Mount Vernon, County of Westchester and State of New York, infants under the age of fourteen years, by JEREMIAH D. TOOMEY, their Special Guardian, of the first part, and THOMAS OAKLEY, of the same place, party of the second part. WITNESSETH: WHEREAS, the above named infants, by their mother and next friend, Eugene Oakley, heretofore presented to the County Court of Westchester County a petition praying for a sale of the right, title, interest and share of the said infants in the real estate and premises in said petition mentioned and hereinafter described. Upon which petition an order of the said Court was made, at a term thereof, held at the Judge's Chambers, in the County Court House, in the Village of White Plains, County of Westchester, bearing date the fifteenth day of May, 1909, appointing Jeremiah D. Toomey above named the Special Guardian of such infants for the purposes of the said application, upon his filing the bond therein required, and said bond having been duly filed, and said Court having on the fifteenth day of May, 1909, made a further order on said proceeding, directing that it be referred to Adam Pearson, a Referee, to inquire into the merits of the application; and whereas, said Referee did on the twenty fifth day of May, 1909, report his opinion thereupon, together with the testimony by him taken therein; AND WHEREAS, upon the filing of the Referee's Report, and after an examination of the matter, an order of the County Court was made at a term thereof, held at the Judge's Chambers, in the Court House, in the Village of White Plains, Westchester County, bearing date the twenty sixth day of May, in the year 1909, wherein it was among other things and substance ordered, that the above named Jeremiah D. Toomey as Special Guardian of such infants be authorized and empowered to contract for the sale and conveyance of the right, title, interest and share of the said infants in and to such real estate and premises at a price not less than that specified in the Referee's report in said order mentioned, upon the terms and conditions therein mentioned, and that such sale, with the name of the purchaser and the terms thereof be reported to the said Court before the conveyance of such premises should be executed. AND WHEREAS, in pursuance of the last mentioned order, the said

LIBER 1822 CP 204

with the handwriting of such NOTARY, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the said Court and County the 30 day of Oct., 1907.

(L.S.) PETER J. DOOLING, Clerk.

The foregoing instrument was endorsed for record as follows:- The property effected by this instrument is situate in the City of MOUNT VERNON, in the County of Westchester, New York. A True Copy of the original DEED and acknowledgment thereof with certificate recorded October 31, 1907, at 9 A. M.

Register.

INDIA RUBBER & GUTTA PERCHA INSULATING CO.: AGREEMENT.

TO

THE N. Y. C. & H. R. R. CO.

*For diagram forming part of this
Record see Vol 26 p 47*

THIS INDENTURE made the 11th day of

October 1907, between the INDIA RUBBER AND GUTTA PERCHA INSULATING COMPANY a corporation organized and existing under the laws of the State of New York, party of the first part, and THE NEW YORK CENTRAL AND HUDSON RIVER RAILROAD COMPANY, a corporation organized and existing under the laws of the State of New York, party of the second part, WITNESSETH, WHEREAS the party of the first part is the owner of a right of way from Paint Street, in the City of Yonkers, through North River Street, across the tracks and right of way of the party of the second part to the premises of the party of the first part on the westerly side of the said tracks, and marked "A" on the annexed diagram, and WHEREAS the party of the first part is also the owner of a strip of land one foot in width along the easterly side of the said tracks, and has some right or easement in certain other property on the easterly side of the said tracks, which said strip of land is colored blue and said other property is colored yellow and marked "B" on the said annexed diagram; and WHEREAS the party of the first part is also entitled to the use of so much of the lands and lands under water, water grant, right and privilege as lies next north of and adjacent to the north line of the dock or wharf now existing on the said premises of the party of the first part on the westerly side of the tracks of the party of the second part and the water front appertaining thereto and between the said northerly line of said dock or wharf and a line always distant 25 feet northerly therefrom; and WHEREAS the party of the second part has acquired by condemnation proceedings from James B. Colgate and others the use for its right of way of two parcels of land on the westerly side of its said tracks adjoining the said north line of the dock or wharf now existing on the premises of the party of the first part, which parcels are marked "C" on the said annexed diagram; and WHEREAS the party of the first part desires to facilitate the party of the second part in making its improvements on its right of way adjacent to and near the said property of the party of the first part, so far as it can do so without interfering with the use of its own property and rights as now enjoyed; NOW, THEREFORE, in con-

sideration of the premises and of ONE DOLLAR by each party to the other in hand paid, the receipt whereof is hereby acknowledged, THIS INDENTURE WITNESSETH:-

I. THE party of the first part does hereby remise and let to the party of the second part and the party of the second part does hereby hire and take from the party of the first part, the following described premises:- ALL its right, title and interest in and to that certain piece or parcel of land situated in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:- BEGINNING at a stake marked "G" on said diagram, and in the division line between land now or formerly of Julius A. Sanger, and land now or formerly of the City of Yonkers, distant easterly thirty-four (34) feet radially from the original center line of the New York Central and Hudson River Railroad, said center line being marked by stone monuments set in the ground, and running thence northwesterly along the westerly extension of said division line, one (1) foot to the easterly exterior line of the New York Central and Hudson River Railroad; thence northerly along said easterly exterior line by a curve to the right with a radius of 4,003 feet concentric with and distant thirty-three (33) feet radially from said center line three hundred, ninety-four and eighty-one hundredths (394.81) feet more or less, to a stake marked "S" opposite station 861 + 40, chaining of 1900, of said center line; thence easterly at right angles to said center line one (1) foot to a stake marked "A" shown on the map hereto attached; thence southerly by a curve to the left with a radius of 4,002 feet, concentric with and distant thirty-four (34) feet radially from said center line, three hundred and ninety-five (395) feet, more or less, to the point or place of beginning; CONTAINING three hundred and ninety-five (395) square feet of land more or less; ALSO all the right, title and interest of the party of the first part in and to all the remainder of the parcel of land on the easterly side of tracks of the party of the second part on the plot colored yellow and marked "B" on said diagram, which is hereby made a part of this description, for the term of nine hundred and ninety-nine (999) years from the 15th day of February, 1907, at and for the rent or sum of ONE HUNDRED DOLLARS (\$100.00) paid by the party of the second part to the party of the first part at the time of the execution and delivery of this instrument, the receipt of which by the party of the first part is hereby acknowledged. THE premises above-described are let and are to be used for railroad purposes only. THE party of the second part further covenants and agrees, at its own proper costs and charges to bear, pay and discharge all taxes, duties and assessments which may during the term hereby granted, be charged and assessed or imposed upon the said demised premises. THE party of the second part further covenants and agrees not to assign this lease or under-let said premises or any part thereof without the consent of the party of the first part and further covenants that the said premises shall be used only for the purposes hereinbefore specified. THE party of the second part further covenants and agrees to surrender the premises hereby remise at the expiration of the said term, in as

good state and condition as they are now in. II. THE party of the first part released to the party of the second part so much of its right, title and interest in the strip of land twenty-five (25) feet wide, immediately adjoining the north line of the dock or wharf now existing on its premises as shall be necessary to enable the party of the second part to widen its roadbed, with the necessary slope as set forth in the condemnation proceedings above referred to. III. NOTHING contained herein or in the said condemnation proceedings, shall be construed as in any way cutting off, limiting or abridging the right of way of the party of the first part from Point Street, through a private right of way not dedicated or used as a public street, formerly called North River Street, across the tracks and right of way of the party of the second part to the property of the party of the first part, as now laid out and now enjoyed and marked "A" on the said diagram. THE covenants and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, respectively. - IN WITNESS WHEREOF the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

(L.S.) INDIA RUBBER AND GUTTA PERCHA

Attest,

INSULATING COMPANY.

R. S. Satterlee, Secretary.

By, HERBERT L. SATTERLEE, President

(L.S.) THE NEW YORK CENTRAL AND HUDSON

Attest,

RIVER RAILROAD COMPANY.

D. W. Pardee, Secretary.

By, W. H. NEWMAN, President.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS. On this 14th day of October 1907, before me personally came HERBERT L. SATTERLEE who being by me duly sworn did depose and say; that he resided in the City of New York (Manhattan) that he is the President of the India Rubber and Gutta Percha Insulating Company one of the corporations described in and which executed the foregoing instrument; that he knew the seal of the said corporation; that the seal affixed to the said instrument was such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto with like authority.

(L.S.) J. LANGDON WARD, Notary Public, N. Y. Co.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS. I, PETER J. DOOLING, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County the same being a Court of record, DO HEREBY CERTIFY that J. LANGDON WARD whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written, was, at the time of taking such proof or acknowledgment a NOTARY PUBLIC in and for the County of New York, dwelling in the said County commissioned and sworn and duly authorized to take the same. AND further that I am well acquainted with the handwriting of such NOTARY and verily believe that the signature to the said certificate of proof or acknowledgment is genuine. IN TESTIMONY WHERE-

OF I have hereunto set my hand and affixed the seal of the said Court and County the 29 day of Oct., 1907.

(L.S.) PETER J. DOOLING, Clerk.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS. On this 17th day of October 1907, before me personally came WILLIAM H. NEWMAN, who, being by me duly sworn did depose and say; that he resided in the City of New York, N.Y., that he is the President of The New York-Central and Hudson River Railroad Company, one of the corporations described in and which executed the foregoing instrument; that he knew the seal of the said corporation; that the seal affixed to the said instrument was such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto with like authority.

(L.S.) WILLIAM HUTCHINSON, Notary Public, Westchester Co., N. Y., Certificate filed in New York County.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS. I, PETER J. DOOLING, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County the same being a Court of record DO HEREBY CERTIFY that WILLIAM HUTCHINSON has filed in the Clerk's office of the County of New York, a certified copy of his appointment and qualification as NOTARY PUBLIC for the County of Westchester with his autograph signature, and was at the time of taking the proof or acknowledgment of the annexed instrument duly authorized to take the same. AND further that I am well acquainted with the handwriting of such NOTARY and believe the signature to the said certificate of proof or acknowledgment to be genuine. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the said Court and County the 29 day of Oct., 1907.

(L.S.) PETER J. DOOLING, Clerk.

The foregoing instrument was endorsed for record as follows: - The property affected by this instrument is situate in the City of YONKERS, in the County of Westchester, New York. A True Copy of the original AGREEMENT and acknowledgment thereof with certificates recorded October 31, 1907, at 9 A. M.

Register.

SICKLES ESTATE IMPROVEMENT CO.;

TO

M. ALICE HARMER. THIS INDENTURE made this 23rd day of September in the year one thousand nine hundred and seven; BETWEEN, SICKLES ESTATE IMPROVEMENT COMPANY of New Rochelle, New York, a corporation organized and existing under the laws of the State of New York, party of the first part, and M. ALICE HARMER of the City of New Rochelle, in the County of Westchester in the State of New York, party of the second part; WITNESSETH, that the said party of the first part in consideration of ONE HUNDRED DOLLARS (\$100.) lawful money of the United States, paid by the party of the second part, doth hereby grant and release unto the said party of the second part her heirs and assigns forever. ALL that certain piece

LIBER 1409 CP 6

L. 1409
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will execute or procure any further necessary assurance of the title to said premises Fifth that the parties of the first part will forever warrant the title to said premises the Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written in the presence of

words are here written & } George W. Bard (es)
being as follows were added } Wadja Mai Bard (es)
Eight signatures were hundred feet (100) & (66 2/3)
W. H. Bard

State of New York County of Westchester ss On the Seventh day of September in the year eighteen hundred and ninety five before me personally came George W. Bard and Wadja Mai Bard his wife to me known and known to me to be the individuals described in and who executed the foregoing instrument and they thereupon severally acknowledged to me that they executed the same

William H. Bard Notary Public Westchester County, N.Y.

(1) true copy of the Original Deed & acknowledgment thereof Recorded Sept 21 1895 at 9 AM
Wm. H. Bard Register

Margaretta (Glatzhorn)

To }
Thomas C. Poole & Sons } This Indenture made the eleventh day of September in the year eighteen hundred and ninety five Between Margaretta Glatzhorn of Yorkers Westchester County New York of the first part and Thomas C. Poole Thomas Luckey & Albert H. Shipman of the same place of the second part Witnesseth that the said party of the first part in consideration of the sum of One thousand (\$1000) dollars lawful money of the United States paid by the parties of the second part does hereby grant bargain sell and release unto the said party of the second part their heirs and assigns forever All the right title and interest of the party of the first part of in and to all that certain piece or parcel

of land and land under water situated being and being
in the City of Yonkers in the County of Westchester
State of New York and bounded and described as fol-
lows to wit Beginning at a point formed by the
intersection of the easterly boundary line of the lands
of the New York Central and Hudson River Rail
Road Company with the boundary line dividing the
land now or formerly of William Hooker and Eugene
C. Bogert from the land and land under water
heretofore conveyed and running thence along a course
north seventy four degrees forty five minutes west
four hundred and eighty two feet more or less to a
point in the westerly line of the Original grant
or letters patent to land under the waters of the
Hudson River made to Eliza A M Blackwell
Executrix of Sidney S Blackwell deceased thence con-
tinuing still along the same course one hundred
and sixty eight feet to the pier line fixed by the
Common Council of the City of Yonkers April 12 1886
thence along said pier line north fifteen degrees fif-
teen minutes east twenty five feet thence southeasterly
on a line parallel with the first described boundary
line and distant everywhere twenty five feet north-
westerly therefrom four hundred and eighty two feet more
or less to the aforesaid easterly boundary line of the
lands of the New York Central and Hudson River
Rail Road Company and thence southerly along said
last mentioned land twenty five feet or more to the
point or place of beginning Together with a right
of way over the strip of land known as Glennwood
Terrace from the above described premises to Port
Street. Subject to all the rights and privileges in and
to said premises or any part thereof which the New
York Central and Hudson River Rail Road Company
may have acquired under the charter of the Hudson
River Rail Road Company and by virtue of a deed
from James Blackwell and wife dated the 18th
day of August 1847. Subject also to the rights
reservations and exceptions specified in the grants or
letters patent of lands under water including the

lands under water heretofore described Subject also
 to the right of the party of the first part her heirs
 and assigns to run a drain or sewer pipe through
 the above described premises or under the waters
 of the water of the Hudson River over said land
 from the uplands of the said party of the first
 part Subject also to all taxes and assessments
 which may have or shall be levied against the
 said premises from and after the 9th day of Aug
 ust 1894. Together with all the right title and
interest of the party of the first part in and to
a strip of land abutting on the above described land
on the East being twenty five feet in width and
extending easterly one foot. Together with the appur
tenances and all the estate and rights of the said
party of the first part in and to said premises.
To have and to hold the above granted premises unto
the said parties of the second part their heirs
and assigns forever In Witness Whereof the said
party of the first part hath hereunto set her hand
and seal the day and year first above written

In the presence of
John W. Alexander } Margaretta Blagheim @
State of New York County of Westchester ss on the
12th day of September in the year eighteen hundred
and ninety five before me personally came Margare
tha Blagheim to me known and known to me to be
the individual described in and who executed the
 foregoing foregoing and she thereupon acknowledged
 to me that she executed the same
 John W. Alexander Notary Public in & for Westchester
 Co. N.Y.

A true copy of the Original Deed acknowledged
 therefor Recorded Sept 24th 1894 at 9 o'clock
 Wm. H. Gray Register

James G. Bell } Also see mort lib 768 p 479
So } This Indenture made the first
 day of August in the year one thousand eight

LIBER 7342 CP 797

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 16th day of July, nineteen hundred and seventy-six BETWEEN PHELPS DODGE INDUSTRIES, INC., a Delaware corporation, with offices at 300 Park Avenue, New York, New York 10022

party of the first part, and SAMUEL COHEN, SALLY COHEN, MICHAEL COHEN and ARLEEN NEUSTEIN, with offices at 945 Nepperhan Avenue, Yonkers, New York



000476216

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00)

dollars

lawful money of the United States, and other good and valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, bounded and described as follows:

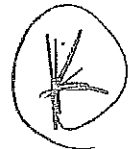
BEGINNING at a point distant the following courses and distances from the westerly prolongation of the center line of Ashburton Avenue, North 8 degrees 30 minutes 30 seconds East, 416.40 feet and North 81 degrees 40 minutes 30 seconds West, 156.45 feet; RUNNING THENCE North 81 degrees 40 minutes 30 seconds West, 47.16 feet to a point; THENCE North 8 degrees 19 minutes 30 seconds East, 1.34 feet to a point in the westerly prolongation of the center line of Babcock Place; THENCE northwesterly, along the aforementioned westerly prolongation of the center line of Babcock Place, North 81 degrees 29 minutes 30 seconds West, 46.88 feet to a point in the easterly line of lands now of Samuel Cohen; THENCE northerly, along the easterly lines of lands now of Samuel Cohen, the following courses and distances: North 10 degrees 19 minutes 30 seconds East, 193.28 feet and North 9 degrees 47 minutes 30 seconds East, 362.60 feet to the northerly line of lands now of Samuel Cohen; THENCE northwesterly, along said northerly line, North 81 degrees 29 minutes 30 seconds West, 58.24 feet to a point; THENCE northerly, through the lands now of Phelps Dodge Industries, Inc., and along a chain link wire fence, North 14 degrees 48 minutes 08 seconds East, 35.21 feet to a point; THENCE easterly, through lands now of Phelps Dodge Industries, Inc., South 81 degrees 29 minutes 30 seconds East, 152.79 feet to the westerly edge of an existing concrete pavement approximately 40 feet wide used for ingress and egress, and THENCE southerly and generally along the westerly edge of said concrete pavement, South 10 degrees 18 minutes 30 seconds West, 592.17 feet to the point of beginning.

THE ABOVE DESCRIBED PARCEL CONTAINS 58,347.54 sq. ft. or 1.338 acres.

10082

544
143

TAX STAMPS
ATTACHED \$143 - AUG - 3 1976



LIBER 7342 PAGE 798

TOGETHER with a non-exclusive easement in and to a parcel of land bounded and described as follows:

BEGINNING at a point formed by the intersection of the westerly side of Polychrome Place, formerly Alexander Street, with the southerly line of easement "A", as shown on Survey by Donald R. Calabrese Assoc. Inc., dated April 15, 1976, said point also being distant 417.09 feet northerly of the intersection of the westerly prolongation of the center line of Ashburton Avenue, with the westerly line of Polychrome Place, formerly Alexander Street;

RUNNING THENCE along the southerly line of easement "A", North 81 degrees 29 minutes 30 second West, 156.41 feet;

THENCE along the westerly edge of an existing concrete pavement and through easement "B", as shown on Survey by Donald R. Calabrese Assoc. Inc., dated April 15, 1976, North 10 degrees 18 minutes 30 seconds East, 592.17 feet to a point; thence across aforementioned concrete pavement, South 81 degrees 29 minutes 30 seconds East, 40.40 feet to the easterly edge of aforementioned pavement;

THENCE along the easterly edge of aforementioned concrete pavement and along the easterly line of aforementioned easement "B", South 10 degrees 26 minutes 00 seconds West, 541 feet to the northerly side of easement "A"; thence South 81 degrees 29 minutes 30 seconds East, 115.63 feet to the westerly side of Polychrome Place, formerly Alexander Street, and

THENCE along the westerly side of Polychrome Place, formerly Alexander Street, South 08 degrees 30 minutes 30 seconds West, 50 feet to the point of beginning.

SAID area to be used for purposes of ingress and egress of motor vehicles and/or pedestrians, and shall be kept open and unobstructed at all times.

LOT 7342 NE 799

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

FOR INFORMATION ONLY:

PREMISES ARE KNOWN AS PART OF LOTS 35⁺⁴⁰ IN BLOCK 2620, PART OF LOT 10 IN BLOCK 2615, AND PART OF WHAT APPEARS TO BE A STREET, IN SECTION 2 OF THE TAX MAP FOR WESTHESTER COUNTY.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.


The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

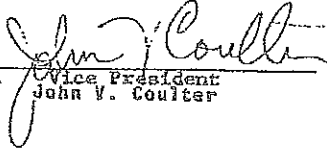
IN PRESENCE OF:

Attest:

PHELPS DODGE INDUSTRIES, INC.


R. W. Pendleton Jr.
Assistant Secretary

By


Vice President
John V. Coulter

(Corporate Seal)



2025-2026

Bargain and Sale Deed
 WITH COVENANT AGAINST GRANIOR'S ACES
 TRIM NO. 105 V 0342

YQ



1940-1941, 1942-1943, 1944-1945, 1946-1947, 1948-1949, 1950-1951, 1952-1953, 1954-1955, 1956-1957, 1958-1959, 1960-1961, 1962-1963, 1964-1965, 1966-1967, 1968-1969, 1970-1971, 1972-1973, 1974-1975, 1976-1977, 1978-1979, 1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 2676-2677, 2678-2679, 2680-2681, 2682-2683, 26

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed its name thereto by like order.

SECTION	2				
BLOCK	2620		2615	PART OF	STREET
LOT	P/O 35	P/O 40	P/O 18	ON TAX	MAP
COUNTY OR TOWN	Yonkers				
	Westchester County				

Leon Heller, Esq
101 Park Ave
New York, NY

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Sally Cig.	
Race's Cig.	
Filing Cig.	
Cross Ref'd	
Cat./Receipt	
Total	7
Toward	Empty
#	31372
Returned	

GEORGE R. MORROW, County Clerk.

LIBER 8922 CP 22



W02987224

LIBER 8922 PAGE 22

✓ BLOCK 2620

✓ LOT 35

✓ YONKERS

BOUNDARY LINE AGREEMENT

This Agreement, made the 11th day of August nineteen hundred and eighty seven

BETWEEN

THE CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY
Having its principal place of business at the office of the Mayor, City
Hall, Yonkers, New York 10701

party of the first part, and

CABLEC CORPORATION
Having its principal place of business at
17 SQUARE ROAD BAYVIEW NEW CITY NY

party of the second part;

✓ WHEREAS the Parties of the First Part are the owners of premises described in certain Indentures recorded in the Westchester County Clerk's Office in Liber 8691 page 241 and Liber 8691 page 238;

✓ WHEREAS the Parties of the Second Part are the owners of premises described in a certain Indenture recorded in the Westchester County Clerk's Office in Liber 7917 page 531;

WHEREAS the Parties desire to establish the exact location of the boundary line between their respective premises;

NOW THEREFORE the Parties agree that the boundary line shall be located as follows:

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

COMMENCING at a point on the westerly side of Polychrome Place distant 467.09 feet northerly from the center line of Ashburton Avenue, said point being the southerly line of lands now or formerly of Berardino;

RUNNING thence along said lands of Berardino North 81° 29' 30" West 115.63 feet to the easterly side of an easement as shown in Liber 7342 page 797;

THENCE continuing along lands of Berardino and the easterly side of said easement North 10° 25' 00" East 766.79 feet to a point;

RUNNING thence through lands now or formerly of Cablec North 86° 25' 30" East 93.11 feet to the true point or place of beginning;

RUNNING thence along the boundary line to be established, the following courses and distances:

North 1° 48' 22" East 73.62 feet,
North 3° 42' 00" West 140.01 feet, and
North 69° 08' 17" East 49.12 feet.

Page 2

BOUNDARY LINE AGREEMENT

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quit claim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, lying west of said boundary line, and

THE party of the second part, does hereby remise, release and quit claim unto the party of the first part, the heirs or successors and assigns of the party of the first part forever,

ALL that certain plot, piece or parcel of land, lying east of said boundary line.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

In presence of:

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

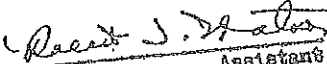
By: 

CABEC CORPORATION

By: 

and 

THIS INSTRUMENT IS EXEMPT FROM
RECORDING OR FILING FEES PURSUANT
TO LAW.


Assistant
County Attorney

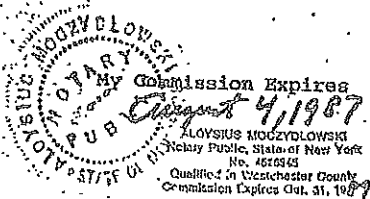


STATE OF NEW YORK
COUNTY OF NEW YORK

ss.:

On the 4 day of August, 1987, before me personally came JOHN R. SAKIAN to me known, who, being by me duly sworn, did depose and say that he resides at 754 Bronx River Road, Bronxville, New York; that he is the Executive Director of the City of Yonkers Industrial Development Agency, the public benefit corporation described in and which executed the foregoing instrument; and that he signed his name thereto by like order.

Aloysius Moczydlowski
Notary Public



STATE OF NEW YORK
COUNTY OF

On the 11th day of August, 1987, before me personally came CHARLES L. KILLEN to me known, who, being by me duly sworn, did depose and say that he resides at No. 12 BASCAYNE DR. RAMSEY, NY that he is the VICE PRESIDENT of CABLEC CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Gordon B. Pikel
Notary Public

My Commission Expires

GORDON B. PIKEL
Notary Public, State of New York
No. 4520481
Qualified in Westchester County
Expires March 24, 1988
56pt

RECORD AND RETURN TO

MCGOVERN CONNELLY DAVIDSON
849 HUGUENOT ST
NEW ROCHELLE NY 10801



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT FEE
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DAC

RECORDED IN THE BOOK OF DEEDS ☒ MORTGAGE ☐ MISC. ☐

LIBER 8922

PAGE 22

DATE AUG 12 1987

TIME 10:20AM

STATUTORY CHARGE 5

RECORDING CHARGE 9

FILED CHARGE Barry

CROSS REFERENCE 1-15

CERT/RECEIPT _____

EXAMINER TOTAL

C 15

CONSIDERATION

RECEIVED
\$ _____
REAL ESTATE

TRANSFER TAX
WESTCHESTER
COUNTY

DATE _____

MORTGAGE AMOUNT _____

EXEMPT YES ☐ NO ☐

REC'D TAX ON ABOVE MTGE:

BASIC \$ _____

ADDTL \$ _____

SUBTOTAL \$ _____

SPECIAL \$ _____

TOTAL \$ _____

SERIAL No. _____

DWELLING:

☐ 1-6 UNITS

☐ OVER 6 UNITS

THE PROPERTY IS SITUATED IN
WESTCHESTER, N.Y. IN THE
TOWN OF ☐ CITY OF ☐

82 BEDFORD
86 CORTLANDT
89 EASTCHESTER
11 GREENBURGH
12 HARRISON
16 LEWISBORO
17 MAMARONECK
19 MT. KISCO
20 MT. PLEASANT
21 MT. VERNON
22 NEW CASTLE
23 NEW ROCHELLE
24 NORTH CASTLE
26 NORTH SALEM
28 OSSINING
30 PEERSKILL
31 PELHAM
35 POUND RIDGE
36 RYE CITY
37 RYE TOWN
38 SCARSDALE
39 SOMERS
42 WHITE PLAINS
43 YONKERS
44 YORRTOWN

ALBERT J. SPANO
WESTCHESTER COUNTY CLERK

ADDITIONAL COMMENTS

TERMINAL No. DATE RETURNED

87224029

WITNESSED BY HAND AND OFFICIAL SEAL

Albert J. Spano
ALBERT J. SPANO
WESTCHESTER COUNTY CLERK

800931000 08/12/87 EXEMPT 0.00
10:27

RECORDING DATE OF THIS INSTRUMENT AS
INDICATED ABOVE IS THE OFFICIAL DATE
ON WHICH THE WESTCHESTER COUNTY CLERK
RECEIVED THIS INSTRUMENT FOR RECORDING
QUESTIONS REGARDING DELAYS PRIOR TO
THIS DATE SHOULD BE ADDRESSED TO YOUR
REPRESENTATIVE OR ATTORNEY.

CONTROL NO. 402210454



402210454DLRW

Control Number
402210454

WIID Number
2000221-000220

Instrument Type
DLR



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)
*** DO NOT REMOVE ***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DLR - DECLARATION

FEE PAGES 7

TOTAL PAGES 7

RECORDING FEES

STATUTORY CHARGE	\$5.25
RECORDING CHARGE	\$21.00
RECORD MGT. FUND	\$4.75
RP 5217	\$0.00
TP-584	\$0.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
TOTAL FEES PAID	\$31.00

TRANSFER TAXES

CONSIDERATION	\$0.00
TAX PAID	\$0.00
TRANSFER TAX #	

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
TOTAL PAID	\$0.00

SERIAL NUMBER
DWELLING

RECORDING DATE 08/17/2000
TIME 12:08:00

THE PROPERTY IS SITUATED IN
WESTCHESTER COUNTY, NEW YORK IN THE:
CITY OF YONKERS

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

Record & Return to:
DL ROTHBERG AND ASSOC
1350 BWAY
NY, NY 10018

Record and return to:

DL Rothberg & Associates, P.C.
Attention: Debra L. Rothberg, Esq.
1350 Broadway, Suite 1711
New York, NY 10018

DLR
P-6
T-43

DECLARATION

Declaration made this 18th day of July 2000, by BICC Cables Corporation ("BICC"), a corporation organized under the laws of the State of Delaware with offices at 254 South Main Street, New City, New York 10956;

WHEREAS, BICC currently owns land and buildings situated at One Point Street, City of Yonkers, encompassing approximately 28.9 acres, as described more particularly on Schedule A hereto (hereinafter referred to as "the Site"); and

WHEREAS, BICC has entered into an Order on Consent with the New York State Department of Environmental Conservation, which Order on Consent is entitled:

In the Matter of the
Development and Implementation
of a Remedial Investigation/Feasibility
Study for an Inactive Hazardous Waste
Disposal Site, Under Article 27, Title 13,
and Article 71, Title 27 of the
of the Environmental Conservation Law
of the State of New York by

BICC Cables Corporation,
Respondent.

Index No. D-3-0001-00-03 Site Code No. 360051

Section:	2	2	2	2
Block:	2114	2620	2625	2630
Lots:	17, 20-35	35, 40	15, 17, 21, 23	1, 10

A copy of said Order on Consent is on file with the New York State Department of Environmental Conservation; and

WHEREAS, such Order on Consent provides for the conduct of a remedial investigation/feasibility study at the Site.

NOW, THEREFORE, it is covenanted and agreed by BICC, its successors and assigns as follows:

1. That this covenant provides notice of the Order on Consent referenced above to all parties who may acquire any interest in the Site.

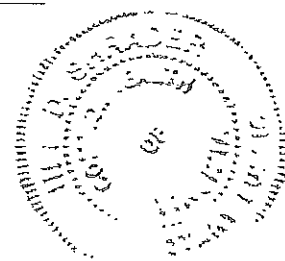
BICC Cables Corporation

By: Robert L. Morgan
Dr. Robert L. Morgan
Director of Environmental Management

STATE OF VIRGINIA)
) ss.:
COUNTY OF FRANKLIN)

On this 19th day of July, 2000, before me personally came Robert L. Morgan, to me known, who being duly sworn, did depose and say that he is the Director of Environmental Management for BICC Cables Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as the act and deed of such corporation.

Bill D. Shrader
NOTARY PUBLIC



Section:	2	2	2	2
Block:	2114	2620	2625	2630
Lots:	17, 20-35	35, 40	15, 17, 21, 23	1, 10

SCHEDULE "A"

The premises in which the insured has the estate or interest covered by this policy

Parcel A

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

Beginning at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

running thence along the westerly side of Ravine Avenue South $11^{\circ}58'47''$ West 180.67 feet to the northerly line of land now or formerly of S. S. Blackwell;

thence westerly along the northerly line of said land now or formerly of Blackwell North $72^{\circ}43'13''$ West 241.76 feet to the easterly side of Glenwood Terrace;

thence northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.90 feet to the southerly side of Point Street;

thence along the southerly side of Point Street South $72^{\circ}43'13''$ East 267.69 feet to the point or place of beginning.

SCHEDULE "A"

The premises in which the Insured has the estate or interest covered by this policy

PARCEL "B"

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company said easterly side of said lands is intersected or would be intersected by the prolongation westerly of the southerly side of Point Street; and

running thence easterly, along the southerly side of, or the prolongation westerly of the southerly side of Point Street 25.55 feet to the westerly side of Glenwood Terrace;

thence southerly, along the westerly line of Glenwood Terrace on a curve to the left having a radius of 3,978 feet an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

thence westerly, along said lands now or formerly of the City of Yonkers, 25.84 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

thence along the easterly side of lands of The New York Central Railroad Company on a curve to the right having a radius of 4,003 feet an arc distance of 184.78 feet to the point or place of beginning.

SCHEDULE "A"

PARCEL "C"

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

BEGINNING at a point of intersection of the westerly side of Polychrome Place formerly Alexander Street with the westerly prolongation of the centerline of Babcock Place;

running thence along the westerly prolongation of the center line of Babcock Place, North $81^{\circ} 29' 30''$ West 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustein by deed dated 7/16/76 and recorded in the Westchester County Clerk's Office on 8/3/76 in Deed Liber 7342 cp 797;

running thence along said land conveyed, North $10^{\circ} 18' 30''$ East 590.98 feet, North $81^{\circ} 29' 30''$ West 152.79 feet, and South $14^{\circ} 48' 08''$ West 35.21 feet to a point on the westerly prolongation of the southerly line of Lamartine Avenue;

thence westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North $81^{\circ} 29' 30''$ West 518.42 feet to the Pierhead and Bulkhead line established by the U.S. War Department on July 11, 1919;

thence along said Pierhead and Bulkhead line, North $13^{\circ} 02' 35.8''$ East 1,838.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by letters Patent dated October 31, 1896 and recorded in the Office of the Secretary of State in Book of Patents No. 50 at page 203;

thence along northerly line of said grant, South $76^{\circ} 48' 38''$ East 611.48 feet to the westerly line of the New York Central Railroad-Hudson Division;

continued....

PARCEL "C" Continued

thence along land of the Railroad the following courses and distances:
in a southerly direction along a curve to the left having a radius
of 4066.00 feet a central angle of $3^{\circ} 09' 46''$, a distance of 224.41 feet;

South $18^{\circ} 50' 15''$ West 45.65 feet;
South $81^{\circ} 14' 48''$ East 12.85 feet;
South $10^{\circ} 09' 46''$ West 137.98 feet;
South $10^{\circ} 49' 13''$ West 174.04 feet;
South $17^{\circ} 56' 37''$ West 167.48 feet;
South $1^{\circ} 19' 29''$ West 392.15 feet;
South $9^{\circ} 08' 17''$ West 157.55 feet;
South $3^{\circ} 42' 00''$ East 140.01 feet; and
South $1^{\circ} 48' 22''$ West 220.20 feet to the Northeasterly corner of land
now or formerly of Jack Singer Terminals Co.;

thence along said land the following courses and distances:
South $86^{\circ} 25' 30''$ West 35.75 feet;
South $6^{\circ} 35' 41''$ West 206.72 feet;
South $3^{\circ} 34' 30''$ East 142.12 feet;
South $86^{\circ} 25' 30''$ West 129.74 feet;
South $10^{\circ} 26' 00''$ West 260.23 feet; and
South $81^{\circ} 29' 30''$ East 115.63 feet to the westerly side of Polychrome
Place;

thence along the westerly side of Polychrome Place,
South $8^{\circ} 30' 30''$ West 50.00 feet to the point and place of beginning.

Together with the benefits and subject to the burdens of the Agreements
between Habirshaw Wire Company and New York Central and Hudson River Rail-
road in Liber 1983 cp 364 and Liber 2022 cp 64 with regard to the erection
and maintenance of a footbridge from Parcel "C" to Parcel "B" above describ

LIBER 7917 CP 531

Revised

Q02784122

6517917 Page 531

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT -- THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 27th day of April, nineteen hundred and eighty-four
BETWEEN Phelps Dodge Industries, Inc., a Delaware corporation

party of the first part, and Cable Corporation, a Delaware corporation

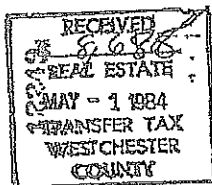
party of the second part,

WITNESSETH, that the party of the first part, in consideration of
Ten (10)

lawful money of the United States, and for other good and valuable consideration in dollars,
by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, hand
the heirs or successors and assigns of the party of the second part forever, paid

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the City of Yonkers, County of Westchester, and State of New York, being bounded and described as follows:

See legal description attached as Exhibit A.



MAY - 1 1984

TAX STAMPS
ATTACHED &

8688.00

SEE REVERSE LIBER 8422 CP 712

ATTACHMENT A
LOCATION OF PROPERTY TO BE TRANSFERRED

All property is located at the foot of Point Street in
Yonkers, NY - Westchester County.

<u>Block #</u>	<u>Lot #</u>
2114	17
2114	20/35
2620	40
2625	15
2625	17
2625	21
2625	23
2630	1
2630	10
2620	35

EXHIBIT A

Parcel A

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

Beginning at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

running thence along the westerly side of Ravine Avenue South $11^{\circ} 58' 47''$ West 180.67 feet to the northerly line of land now or formerly of S. S. Blackwell;

thence westerly along the northerly line of said land now or formerly of Blackwell North $72^{\circ} 43' 13''$ West 241.76 feet to the easterly side of Glenwood Terrace;

thence northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.90 feet to the southerly side of Point Street;

thence along the southerly side of Point Street South $72^{\circ} 43' 13''$ East 267.69 feet to the point or place of beginning.

PARCEL "B"

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company said easterly side of said lands is intersected or would be intersected by the prolongation westerly of the southerly side of Point Street; and

running thence easterly, along the southerly side of, or the prolongation westerly of the southerly side of Point Street 25.55 feet to the westerly side of Glenwood Terrace;

thence southerly, along the westerly line of Glenwood Terrace on a curve to the left having a radius of 3,978 feet an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

thence westerly, along said lands now or formerly of the City of Yonkers, 25.84 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

thence along the easterly side of lands of The New York Central Railroad Company on a curve to the right having a radius of 4,003 feet an arc distance of 184.78 feet to the point or place of beginning.

PARCEL "C"

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

BEGINNING at a point of intersection of the westerly side of Polychrome Place formerly Alexander Street with the westerly prolongation of the centerline of Babcock Place;

running thence along the westerly prolongation of the center line of Babcock Place, North $81^{\circ} 29' 30''$ West 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustain by deed dated 7/16/76 and recorded in the Westchester County Clerk's Office on 8/3/76 in Deed Liber 7342 cp 797;

running thence along said land conveyed,
North $19^{\circ} 13' 39''$ East 590.98 feet;
North $81^{\circ} 29' 30''$ West 152.79 feet; and
South $14^{\circ} 48' 08''$ West 35.21 feet to a point on the westerly prolongation of the southerly line of Lamartine Avenue;

thence westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North $81^{\circ} 29' 30''$ West 518.42 feet to the Pierhead and Bulkhead line established by the U.S. War Department on July 11, 1919;

thence along said Pierhead and Bulkhead line,
North $13^{\circ} 32' 35.8''$ East 1,832.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by letters Patent dated October 31, 1898 and recorded in the Office of the Secretary of State in Book of Patents No. 50 at page 203;

thence along northerly line of said grant,
South $76^{\circ} 48' 38''$ East 611.48 feet to the westerly line of the New York Central Railroad-Hudson Division;

continued....

thence along land of the Railroad the following courses and distances:
in a southerly direction along a curve to the left having a radius
of 4066.00 feet a central angle of $3^{\circ} 09' 46''$, a distance of 224.41 feet;

South $18^{\circ} 50' 15''$ West 45.65 feet;
South $81^{\circ} 14' 48''$ East 12.85 feet;
South $10^{\circ} 09' 46''$ West 137.98 feet;
South $10^{\circ} 49' 13''$ West 174.04 feet;
South $17^{\circ} 56' 37''$ West 167.48 feet;
South $1^{\circ} 19' 29''$ West 392.15 feet;
South $9^{\circ} 08' 17''$ West 157.55 feet;
South $3^{\circ} 42' 00''$ East 140.01 feet; and
South $1^{\circ} 48' 22''$ West 220.20 feet to the Northeastly corner of land
now or formerly of Jack Singer Terminals Co.;

thence along said land the following courses and distances:
South $86^{\circ} 25' 30''$ West 35.75 feet;
South $6^{\circ} 35' 41''$ West 206.72 feet;
South $3^{\circ} 34' 30''$ East 142.12 feet;
South $86^{\circ} 25' 30''$ West 129.74 feet;
South $10^{\circ} 26' 00''$ West 260.23 feet; and
South $81^{\circ} 29' 30''$ East 115.63 feet to the westerly side of Polychrome
Place;

thence along the westerly side of Polychrome Place,
South $8^{\circ} 30' 30''$ West 50.00 feet to the point and place of beginning.

Together with the benefits and subject to the burdens of the Agreements
between Habirshaw Wire Company and New York Central and Hudson River Rail-
road in Liber 1983 cp 364 and Liber 2022 cp 64 with regard to the erection
and maintenance of a footbridge from Parcel "C" to Parcel "B" above described.

2017-11-15

LIBER 7917 PAGE 537

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

THIS DEED WAS RECORDED IN THE
OFFICE OF THE CLERK OF THE
COURT OF THE COUNTY OF
SANTA FE, NEW MEXICO, ON
NOVEMBER 15, 2017.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Charles J. [Signature]

PEEL'S DODGE INDUSTRIES, INC.

By: *[Signature]*
Its AUTHORIZED AGENT
President

FILED
NOV 15 2017
LIBER
CLERK
SANTA FE

2017-11-15
238
SANTA FE

LIBER 12035 CP 103



K03798183



DED2

43



*** DO NOT REMOVE ***

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 10 TOTAL PAGES 10
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE 5.25
REC'ING CHARGE 30.00
RECMT FUND 4.75
EA 5217 25.00
TP-584 5.00
CROSS-REF. 0.00
MISC. _____

TOTAL PAID
70.00

MORTGE. DATE _____
MORTGE. AMT _____
EXEMPT YES _____ NO _____

REC'D TAX ON ABOVE MTGE:
YONKERS \$ _____
BASIC \$ _____
ADDITIONAL \$ _____
SUBTOTAL \$ _____
MTA \$ _____
SPECIAL \$ _____
TOTAL PAID \$ _____

THE PROPERTY IS SITUATED
IN WESTCHESTER COUNTY,
NEW YORK IN THE:
CITY OF YONKERS

LIBER: 12035
PAGE: 103

\$ 465000.00
CONSIDERATION

SERIAL NO. _____
DWELLING 1-6 OVER

RECEIVED:
TAX AMOUNT \$ 1860.00
TRANSFER TAX# 0017333

☐ DUAL TOWN
☐ DUAL COUNTY/STATE

☐ HELD
☐ NOT HELD

TITLE COMPANY NUMBER: 01

EXAMINED BY LLH6 RECORDING DATE 07/02/98

TERMINAL CTRL# 98183K037 TIME 09:20

DATE RETURNED _____

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

BARGAIN AND SALE DEED

9710-25828

K037

F-10

T-43

THIS DEED, made as of the 14 day of May 1998, by and between Electric Power Research Institute, Inc., a District of Columbia non-profit corporation, having an office at 3412 Hillview Avenue, Palo Alto, California 94313 party of the first part; and BICC Cables Corporation, a Delaware corporation having an address One Crossfield Avenue, West Nyack, New York 10994, party of the second part.

WITNESSETH, that the party of the first part, in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does grant, release, bargain, sell and convey covenants to the party of the second part, its successors and assigns, in fee simple, all that lot, piece or parcel of land, with the buildings and improvements thereon erected, situate and lying, known as 42A and 42B Water Grant, Yonkers, New York, described more particularly in Exhibit A attached hereto, subject, however, to those matters described in Exhibit B attached hereto.

TOGETHER with all of the party of the first part's right, title and interest in and to the buildings and improvements thereupon erected, made or being; and all of the party of the first part's right, title and interest in and to any streets and roads abutting the above described premises to the center lines thereof; and all of the party of the first part's right, title and interest in and to every and all alleys, ways, waters, privileges, appurtenances and advantages to the same belonging and in any wise appertaining.

TO HAVE AND TO HOLD the said lot of land and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part its successors and assigns in fee simple forever.

And the said party of the first part covenants that the party of the first part has not done or suffered anything whereby said premises have been encumbered in any way whatever, except as stated herein.

AND, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed on the day and year first above written.

SELLER:

ELECTRIC POWER RESEARCH INSTITUTE, INC.

By:

R. L. Rodman

Name: *R. L. Rodman*

Title: *Chief Operating Officer*

[Three large, curved, handwritten lines, likely representing a signature or initials.]

CALIFORNIA

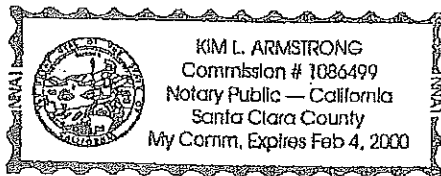
STATE OF NEW-YORK)

) ss.:

COUNTY OF NEW-YORK)

SANTA CLARA

On the 14th day of May 1998, before me, the undersigned, a notary public in and for said State, personally appeared Richard L. Rudman personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed this instrument.



Kim L. Armstrong
Notary Public
My Commission Expires:

EXHIBIT A

PARCEL I

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

BEGINNING at a point in the lands now or formerly of Phelps Dodge Corporation, said point being distant the following courses and distances as measured from the monumented center line of the New York Central Railroad Station 84+455.91,

South 88° 40' 24" West 140.31 feet (Radial), and

North 73° 55' 20" West 204.11 feet to the point of beginning.

RUNNING THENCE southerly,

South 07° 36' 28" West 150.00 feet to a point;

THENCE westerly,

North 81° 29' 30" west 436.70 feet (per Deed), 436.15 feet (per survey) to a point on the pierhead and Bulkhead line established by the U. S. War Department on July 11, 1919;

RUNNING THENCE northerly along the aforementioned line,

North 09° 50' 30" East 301.21 feet (per Deed) to a point;

North 13° 02' 36" East 295.19 feet (per survey);

THENCE easterly,

South 82° 23' 32" East 310.98 feet to a point on the northeasterly corner of Easement V;

THENCE South 07° 36' 28" West 10.07 feet to a point on the northerly side of Building 6;

THENCE easterly and southerly along Building 6 the following two courses and distances:

South 82° 23' 32" East 97.13 feet; and

South 07° 36' 28" West 140.65 feet to the point or place of beginning.

CINLECAL

PARCEL II

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

BEGINNING at a point in the lands now or formerly of Phelps Dodge Corporation, said point being distant the following courses and distances from the northeasterly corner of said lands,

South 06° 29' 23" West 138.66 feet; and
South 86° 30' 07" West 20.99 feet to the point of beginning.

RUNNING THENCE in a westerly direction,
North 83° 57' 56" West 291.21 feet to the Pierhead and Bulkhead line established by the U. S. War Department on July 11, 1919;

THENCE southerly along the aforementioned line,
South 13° 02' 35.8" West 267.05 (per Deed),
South 13° 02' 36" West (per survey) to a point;

RUNNING THENCE in an easterly direction,
South 82° 23' 32" East 316.95 feet to a point on the westerly side of Easement Area 1;

RUNNING THENCE easterly and northerly the following courses and distances:

North 53° 10' 28" East 12.17 feet;
North 06° 02' 04" East 28.48 feet;
North 83° 57' 56" West 1.95 feet; and
North 06° 02' 04" East 237.00 feet to the point or place of beginning.

TOGETHER with the two following easements granted in a certain Easement Agreement between Cablec Corporation and Electric Power, Research Institute, Inc., dated 11/14/84 recorded 11/21/84 in Liber 7984 cp 386, being bounded and described as follows:

EASEMENT A

BEGINNING at a point in the lands now or formerly of Phelps Dodge Corporation, said point being distant the following courses and distances from the northeasterly corner of said lands,

North 76° 43' 38" West 318.14 feet along the northerly line of aforementioned lands,

South 06° 29' 23" West 138.66 feet; and

South 86° 30' 07" West 20.99 feet to the point of beginning.

RUNNING THENCE in a southerly and westerly direction the following courses and distances:

South 06° 02' 04" West 237.00 feet;

South 83° 57' 56" East 1.95 feet;

South 06° 02' 04" West 28.48 feet;

South 53° 0' 28" West 12.17 feet;

North 82° 23' 32" West 54.71 feet;

South 07° 16' 52" West 176.35 feet;

RUNNING THENCE in a easterly and northerly direction the following courses and distances:

South 82° 23' 32" East 18.95 feet;

North 07° 31' 55" East 166.00 feet;

South 82° 23' 32" East 55.86 feet;

North 06° 29' 23" East 115.35 feet;

South 83° 30' 37" East 4.70 feet; and

North 06° 29' 23" East 172.85 feet to a point on the northwest corner of Easement Area III:

RUNNING THENCE South 86° 30' 07" West 20.99 feet to the point or place of beginning.

EASEMENT B

BEGINNING at a point in the lands now or formerly of Phelps Dodge Corporation said point being distant the following courses and distances from the northeasterly corner of said lands,

North 75° 48' 38" West 318.14 feet along the northerly line of aforementioned lands; and

South 06° 29' 23" West 138.66 feet to the point of beginning.

THENCE South 83° 30' 37" East 31.50 feet to a point;

THENCE South 06° 29' 23" West 12.50 feet to a point;

THENCE North 83° 30' 37" West 31.50 feet to a point; and

North 06° 29' 23" East 12.50 feet to the point or place of beginning

ALSO TOGETHER with the Utilities and other Easements generally described in a certain Easement Agreement between Cablec Corporation and Electric Power Research Institute, Inc., dated 11/14/84 recorded 11/21/84 in Liber 7984 cp 386.

SUBJECT, however, to the rights of others to use Easement Areas designated Easements II, IV, and V pursuant to aforesaid Easement Agreement.

TOGETHER with covenants running with the land as set forth in a certain Service Agreement between Cablec Corporation and Electric Power Research Institute Inc., dated 11/14/84 recorded 11/21/84 in Liber 7984 cp 436, but policy does not insure collectibility or the amount to be recovered in the event of breach thereof.

EASEMENT OF ACCESS

TOGETHER with an easement of ingress and egress to nearest public street being bounded and described as follows:

BEGINNING at the intersection of the westerly side of Polychrome Place (formerly Alexander Street), and the prolongation westerly, of the centerline of Babcock Place.

RUNNING THENCE in a westerly and northerly direction the following courses and distances:

North $81^{\circ} 29' 30''$ West 156.41 feet;

North $10^{\circ} 18' 30''$ East 1248.20 feet to a point of curvature;

RUNNING THENCE in a northwesterly direction, on a curve to the left having a radius of 169.89 feet, an arc length of 45.21 feet to a point;

CONTINUING in a north Westerly direction,

North $37^{\circ} 51' 39''$ West 251.74 feet to a point on the southeasterly corner of Macadam Parking Area;

THENCE northerly,

North $07^{\circ} 36' 28''$ East 56.32 feet to a point;

THENCE South $37^{\circ} 51' 39''$ East 268.79 feet to a point on a curve (not tangent);

RUNNING THENCE in a southeasterly direction, on a curve to the right having a radius of 107.96 feet, an arc length of 92.29 feet to a point of tangency;

RUNNING THENCE in a southerly and easterly direction, the following courses and distances:

South $10^{\circ} 26' 00''$ West 1208.83 feet;

South $81^{\circ} 29' 30''$ East 115.63 feet;

South $08^{\circ} 30' 30''$ West 50.00 feet to the point or place of BEGINNING.

Sect-2

Blk-2630

Lot 2+3

EXHIBIT B

1. Term, Covenants and Restrictions contained in an instrument recorded in Liber 972 cp 116 and Book 44 of Patents, at page 375 (Affects Parcel I and Easements I and V), in Liber 1192 cp 11 and Liber 1223 cp 192 (Affects Parcel I) and in Book 31 of Patents at page 241.
2. Rights of the City of Yonkers to use, maintain and extend sewer pipes shown on Map No. 6108, as recited in Liber 4405 cp 380 and reservations, easements and agreements in said Liber 4405 cp 380. (Affects Parcel I and Easements I and V).
3. Reservations of drainage rights in Liber 1409 cp 6, repeated in numerous deed of record. (Affects Parcel I and Easements I and V).
4. Rights of the People of the State of New York in those portions of the premises now under the waters of the Hudson River.
5. Rights of the Federal government to enter upon and take possession without compensation of lands now or formerly lying below the high water mark of the Hudson River.
6. Any state of facts which an accurate survey might show provided such state of facts do not render title unmarketable.
7. Taxes or special assessments not yet due and payable.

CONTROL NO. 450180717



450180717EASY

Q

Control Number
450180717

WIID Number
2005018-000303

Instrument Type
EAS



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)
*** DO NOT REMOVE ***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT EAS - EASEMENT

FEE PAGES 8

TOTAL PAGES 8

RECORDING FEES

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$24.00
RECORD MGT. FUND	\$19.00
RP 5217	\$0.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
TOTAL FEES PAID	\$54.00

TRANSFER TAXES

CONSIDERATION	\$0.00
TAX PAID	\$0.00
TRANSFER TAX #	13445

RECORDING DATE 04/04/2005
TIME 11:42:00

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
TOTAL PAID	\$0.00

SERIAL NUMBER
DWELLING

THE PROPERTY IS SITUATED IN
WESTCHESTER COUNTY, NEW YORK IN THE:
CITY OF YONKERS

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

Record & Return to:
DEBRA L ROTHBERG ESQ
1350 BWAY
SUITE 1711
NEW YORK, NY 10018

7P
YON

EASEMENT

This Easement Agreement, made as of the 7th day of January, 2005, by and between One Point Street, Inc. of 1 Point Street, Yonkers, NY 10701 (Grantor") and Blackacre Partners OPS, LLC of Suite 1711, 1350 Broadway, New York, NY 10018 ("Grantee").

Recitals

Grantor owns certain real property located on the Hudson River at 1 Point Street, Yonkers, New York consisting of approximately 15.7 acres and as outlined on Exhibit A attached hereto ("Property").

Grantee will be responsible for performing remediation work on the Property in compliance with the requirements of a Liability Transfer Agreement by and between the Grantor and Grantee dated December 30, 2004 ("Remediation").

Grantor must grant Grantee certain easements giving Grantee ingress and egress on, over and across, and control of, the Grantor Property until the Cleanup is completed;

Agreements

Incorporating the foregoing recital of facts and in consideration of the mutual promises contained herein, One Dollar (\$1) in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged by the parties hereto, the parties have covenanted and agreed and do hereby covenant and agree with each other as follows:

1. Grant of Easement. Grantor hereby grants, bargains, sells and conveys unto Grantee, its agents successors and assigns, for the benefit of and as an appurtenance to the Grantee Property, an exclusive easement for the Property to perform and conduct all, activities necessary or appropriate for the Remediation of the Property. The easement created hereby shall be an easement, for the period of time commencing with the date hereof and ending thirty (30) days after completion of the Cleanup, and this easement shall run with the land, for the benefit of the Property and burdening the Property.
2. Rights of Agents, Invitees and Licensees of Grantee. Grantor hereby agrees to allow licensees, agents or invitees of Grantee to utilize and enjoy the easement granted herein. However, no independent right shall be created by this Easement Agreement as to any such licensee, agent or invitee of Grantee.
3. Governing Law. This Easement Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of New York.
4. Binding Effect. This Easement Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective successors and assigns.

In Witness Whereof, the parties have executed this Easement Agreement under seal on the day and year first above written.

Grantor

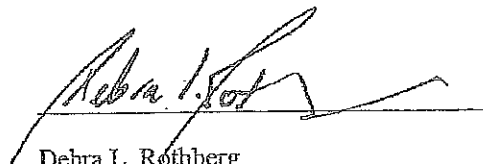
ONE POINT STREET, INC.



Paul W. Adler
Vice President

Grantee

BLACKACRE PARTNERS OPS, LLC



Debra L. Rothberg
Member

CR-10320



Hudson Abstract Services
254 South Main Street
New City, New York 10956
(800) 834-2445 Toll Free

Read and Refer to:
Debra L. ROTHBERG, ESS.
1350 Broadway, Suite 1711
NY, NY 10018

Uniform Form of Acknowledgment

(Within New York State)

Effective 9/1/1999

State of New York

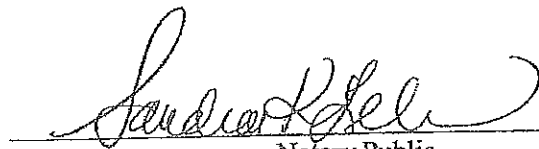
:

SS:

County of New York :

On the 16th day of January, in the year 2004⁵ before me, the undersigned,
personally appeared Debra L. Rothberg

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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

(signature and office of individual taking acknowledgment)

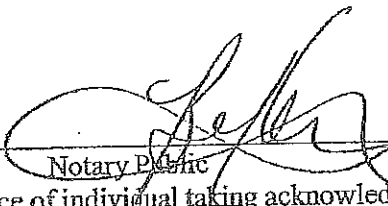
SANDRA K. LEBER
NOTARY PUBLIC, State Of New York
#02LE6060088
Qualified In County Of New York
Expires June 11, 20 07

Uniform Form of Acknowledgment
(Within New York State)
Effective 9/1/1999

State of New York :
County of WESTCHESTER :
SS:

On the 7th day of JANUARY, in the year 2005 before me, the undersigned,
personally appeared PAUL W. ADLER

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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
(signature and office of individual taking acknowledgment)

Bo Yong Kim
Notary Public State of New York
No. 01K15970668
Qualified in Queens County
Commission Exp. 12/31/05



SCHEDULE A

PARCEL A - (Section 2, Block 2114, Lots 20 - 35)

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

BEGINNING at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

RUNNING THENCE along the westerly side of Ravine Avenue, South $11^{\circ} 58' 47''$ West 180.67 feet to the northerly line of land now or formerly of Clyne P. Starke;

THENCE westerly along the northerly line of said land now or formerly of Clyne P. Starke and City of Yonkers, North $72^{\circ} 43' 13''$ West 241.76 feet to the easterly side of Glenwood Terrace;

THENCE northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.89 feet to the southerly side of Point Street;

THENCE along the southerly side of Point Street, South $72^{\circ} 43' 13''$ East 267.60 feet to the point or place of BEGINNING.

PARCEL B - (Section 2, Block 2114, Lot 17)

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company said easterly side of said lands is intersected or would be intersected by the prolongation westerly of the southerly side of Point Street; and

RUNNING THENCE South $72^{\circ} 43' 13''$ East, along the southerly side of, or the prolongation westerly of, the southerly side of Point Street 25.55 feet to the westerly side of Glenwood Terrace;

THENCE southerly along the westerly line of Glenwood Terrace on a curve to the left having a radius of 3,978 feet an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

THENCE North $72^{\circ} 43' 36''$ West, along said lands now or formerly of the City of Yonkers, 25.82 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

THENCE northerly, along the easterly side of lands of The New York Central Railroad Company on a curve to the right having a radius of 4,003 feet an arc distance of 184.77 feet to the point or place of BEGINNING.

PARCEL C - (Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lots 15, 17, 21 and 23; and Section 2, Block 2630, Lots 1, 2, 3 and 10)

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

BEGINNING at a point of intersection of the westerly side of Polychrome Place formerly Alexander Street with the westerly prolongation of the centerline of Babcock Place;

RUNNING THENCE along the westerly prolongation of the center line of Babcock Place, North $81^{\circ} 29' 30''$ West 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustein by deed dated 7/16/76 and recorded in the Westchester County Clerk's Office on 8/3/76 in Deed Liber 7342 cp. 797;

RUNNING THENCE along said land conveyed,
North $10^{\circ} 18' 30''$ East 590.98 feet;
North $81^{\circ} 29' 30''$ West 152.79 feet; and
South $14^{\circ} 40' 08''$ West 35.21 feet to the point on the westerly prolongation of the southerly line of Lamartine Avenue;

THENCE westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North $81^{\circ} 29' 30''$ West 516.42 feet to the Pierhead and Bulkhead line established by the U. S. War Department on July 11, 1919;

THENCE along said Pierhead and Bulkhead line;
North $13^{\circ} 02' 36''$ East 1,838.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by Letters Patent dated October 31, 1898 and recorded in the Office of the Secretary of State in Book of Patents No. 50 at page 203;

THENCE along the northerly line of said grant, South $76^{\circ} 48' 38''$ East 611.48 feet to the westerly line of the New York Central Railroad (Hudson Division);

THENCE along land of the Railroad the following courses and distances:

In a southerly direction along a curve to the left having a radius of 4066.00 feet a distance of 224.47 feet;

South 18° 50' 15" West 45.65 feet;
South 81° 14' 40" East 12.85 feet;
South 10° 09' 46" West 137.98 feet;
South 10° 49' 13" West 174.04 feet;
South 17° 56' 37" West 167.48 feet;
South 01° 19' 29" West 392.15 feet;
South 09° 08' 17" West 157.55 feet;
South 03° 42' 00" East 140.01 feet; and
South 01° 48' 22" West 73.62 feet to the northeasterly corner of land described in Liber
8922 page 54;

THENCE along said land the following courses and distances:

South 86° 25' 30" West 93.11 feet and

South 10° 26' 00" West 506.56 feet;

THENCE South 10° 36' 00" West, along the westerly line of lands now or formerly of
Babcock Place Associates, a distance of 260.23 feet;

THENCE South 81° 29' 30" East, along the southerly line of lands now or formerly of
Babcock Place Associates, a distance of 115.68 feet to the westerly side of Polychrome
Place;

THENCE South 8° 30' 30" West, along the westerly side of Polychrome Place, a distance
of 50.00 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of the agreements between
Habirshaw Wire Company and New York Central and Hudson River Railroad in Liber
1983 cp 364 and Liber 2022 cp 64 with regard to the erection and maintenance of a
footbridge from parcel "C" to Parcel "B" above described.

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



502153510EAS002M

Westchester County Recording & Endorsement Page

Submitter Information

Name: FIDELITY NATIONAL TITLE INSURANCE COMPANY Phone: 212-471-3764
Address 1: ONE PARK AVENUE (PICK UP BY JOHN GLATTH) Fax: 212-481-5996
Address 2: SUITE 1402 Email: william.mcnaire@fnf.com
City/State/Zip: New York NY 10016 Reference for Submitter: 10-22118-W

Document Details

Control Number: **502153510** Document Type: **Easement (EAS)**
Package ID: 2010080300194001003 Document Page Count: **6** Total Page Count: **8**

Parties

☐ Additional Parties on Continuation page

1st PARTY

1: ONE POINT ST INC
2:

- Corporation

2nd PARTY

1: BLACKACRE PARTNERS OPS LLC
2:

- Corporation

Property

☒ Additional Properties on Continuation page

Street Address: 60 POINT STREET
City/Town: YONKERS

Tax Designation: 2-2114-20-35
Village:

Cross-References

☐ Additional Cross-Refs on Continuation page

1: 450180717 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$35.00
Cross-Reference Fee: \$0.50
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$0.00
TP-584 Filing Fee: \$5.00
Total Recording Fees Paid: **\$80.50**

Transfer Taxes

Consideration: \$0.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 7561

Mortgage Taxes

Document Date:
Mortgage Amount:

Basic: \$0.00
Westchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: **\$0.00**

Dwelling Type:
Serial #:

Exempt: ☐

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 09/02/2010 at 05:40 PM
Control Number: **502153510**
Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

PAUL WEISS RIFKIND WHARTON & GARRISON
1285 AVENUE OF THE AMERICAS

NEW YORK, NY 10019
Attn: ROBERT FISHMAN

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

502153510EAS002M

Westchester County Recording & Endorsement Page

Document Details

Control Number: **502153510**

Document Type: **Easement (EAS)**

Package ID: 2010080300194001003

Document Page Count: 6

Total Page Count: 8

Properties Addendum

76 POINT STREET 10601	YONKERS	2 2114 17
NO # BABCOCK PLACE 10701	YONKERS	2 2620 35
39A WATER GRANT 10701	YONKERS	2 2620 40
39B WATER GRANT 10701	YONKERS	2 2625 15
40 WATER GRANT 10701	YONKERS	2 2625 17
41 WATER GRANT 10701	YONKERS	2 2625 21
41B WATER GRANT 10701	YONKERS	2 2625 23
42 WATER GRANT 10701	YONKERS	2 2630 1
42A WATER GRANT 10701	YONKERS	2 2630 2
42B WATER GRANT 10701	YONKERS	2 2630 3
41 WATER GRANT - REAR 10701	YONKERS	2 2630 10

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO AN EASEMENT AGREEMENT (this "Amendment") dated ~~January 7, 2005~~ ^{7/1} ~~(the "Original Easement")~~ by and between **ONE POINT STREET, INC.**, a Delaware corporation with a notice address at 1 Point Street, Yonkers, New York 10701 (the "Grantor"), and **BLACKACRE PARTNERS OPS, LLC**, a Delaware limited liability company with a notice address of 1065 Avenue of the Americas, 19th Floor, New York, New York 10018 (the "Grantee"), is made this 21st day of July, 2010 by and between Grantor and Grantee.

Recitals

R.1. The Original Easement ^{*} was granted and delivered by Grantor pursuant to its obligations under that certain Liability Transfer Agreement dated December 30, 2004 (the "LTA"), by and between BICC Cables Corporation, Phelps Dodge Corporation, Grantor, and Grantee, relating to the described Remediation of the Grantor Property at 1 Point Street, Yonkers, New York, consisting of approximately 15.7 acres of upland property. ** Added January 7, 2005 made by and between One Point Street Inc and Blackacre Partners OPS LLC recorded April 15, 2005 in Control # 450120717*

R.2. An updated ALTA survey has been prepared, dated July 1, 2010, which defines the site subject to Remediation as 15.9792 upland acres and 14.0862 underwater acres as outlined on Exhibit A attached hereto, and hereby incorporated (the "Property").

R.3. The parties have executed this Amendment to reflect new terms and conditions of the Settlement of Service Agreement Termination dated July 21st, 2010.

Amendments

Incorporating the foregoing recital of facts and in consideration of the mutual promises contained herein, One Dollar (\$ 1) in hand paid by Grantor to Grantee, and other good and valuable consideration, the receipt, adequacy, and sufficiency whereof are hereby acknowledged by the parties hereto, the parties have covenanted and agreed and do hereby covenant and agree with each other as follows:

The exclusive grant of access to the upland acreage by Grantor to Grantee in Paragraph 1 of the Original Easement is hereby amended to allow Grantor's use of said upland portion of the Property at such time that the remaining physical remediation work, consisting of physical dredging operations in the underwater portions of the Property and beyond the Property boundaries, are fully completed, but before a Certificate of Completion ("COC") is issued by the New York State Department of Environmental Conservation ("NYSDEC"); provided however, such use shall be limited to parking of trucks and trailers, and temporary structures (e.g. tent structures), which shall not disturb or damage the existing surface cover. Any use of the Property is subject to the prior approval of the NYSDEC and Grantee agrees to assist Grantor in seeking such approvals. To the extent any local approvals are required, Grantor shall be solely responsible for securing same, and Grantee agrees to cooperate in assisting Grantor in its applications.

In Witness Whereof, the parties have executed this Amendment under seal on the day and year first above first above written.

ONE POINT STREET, INC.

By: 

Its: Simon Raycher
Director

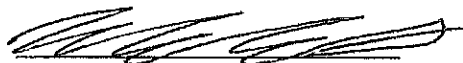
BLACKACRE PARTNERS OPS, LLC

By: 

Its: Paul Adler
MEMBER

State of New York)
)ss.:
County of New York)

On the 28 day of July in the year 2010 before me, the undersigned, a notary public in and for said state, personally appeared Simon Raykher personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.



MICHAEL J. ROBERTS
Notary Public, State of New York
No. 02908161442
Qualified in Kings County
Commission Expires August 11, 2012

Notary Public

State of _____)
)ss.:
County of _____)

On the ____ day of _____ in the year ____ before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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



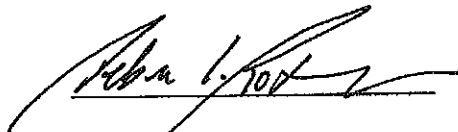
State of _____)
)ss.:
County of _____)

On the ____ day of _____ in the year ____ before me, the undersigned, a notary public in and for said state, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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)
)ss.:
County of New York)

On the 27 day of July in the year 2020 before me, the undersigned, a notary public in and for said state, personally appeared PAUL ADLER personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

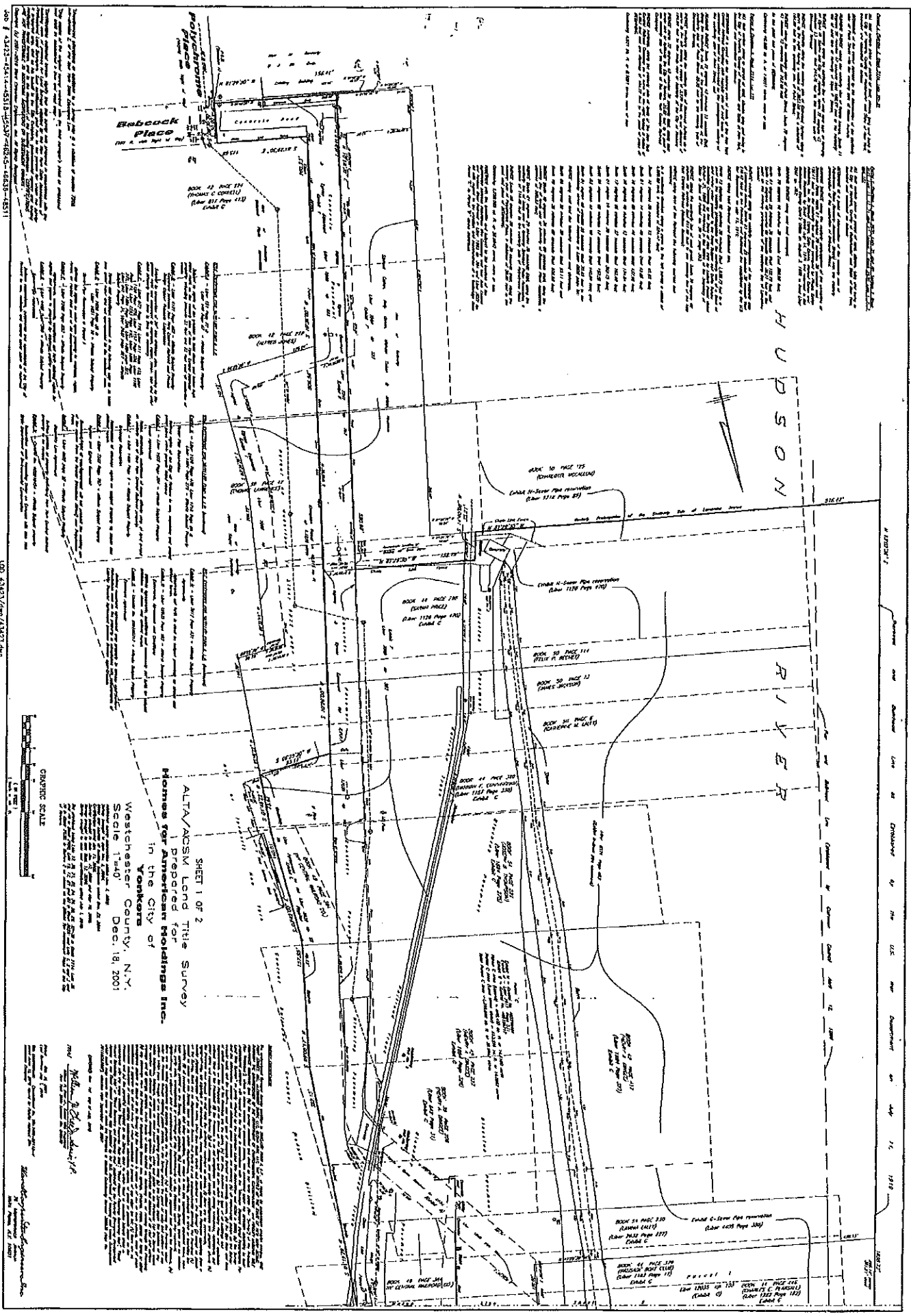

Notary Public

DEBRA L. ROTHBERG
Notary Public, State of New York
No. 02RO5013590
Qualified in NEW YORK County
Commission Expires JULY 16, 2021

✓

EXHIBIT "A"

JULY 1, 2010 ALTA SURVEY



Job # 13423-0413-0513-0527-0528-0529-0530-0531

LOD 13423/0413/0527-0528-0529-0530-0531

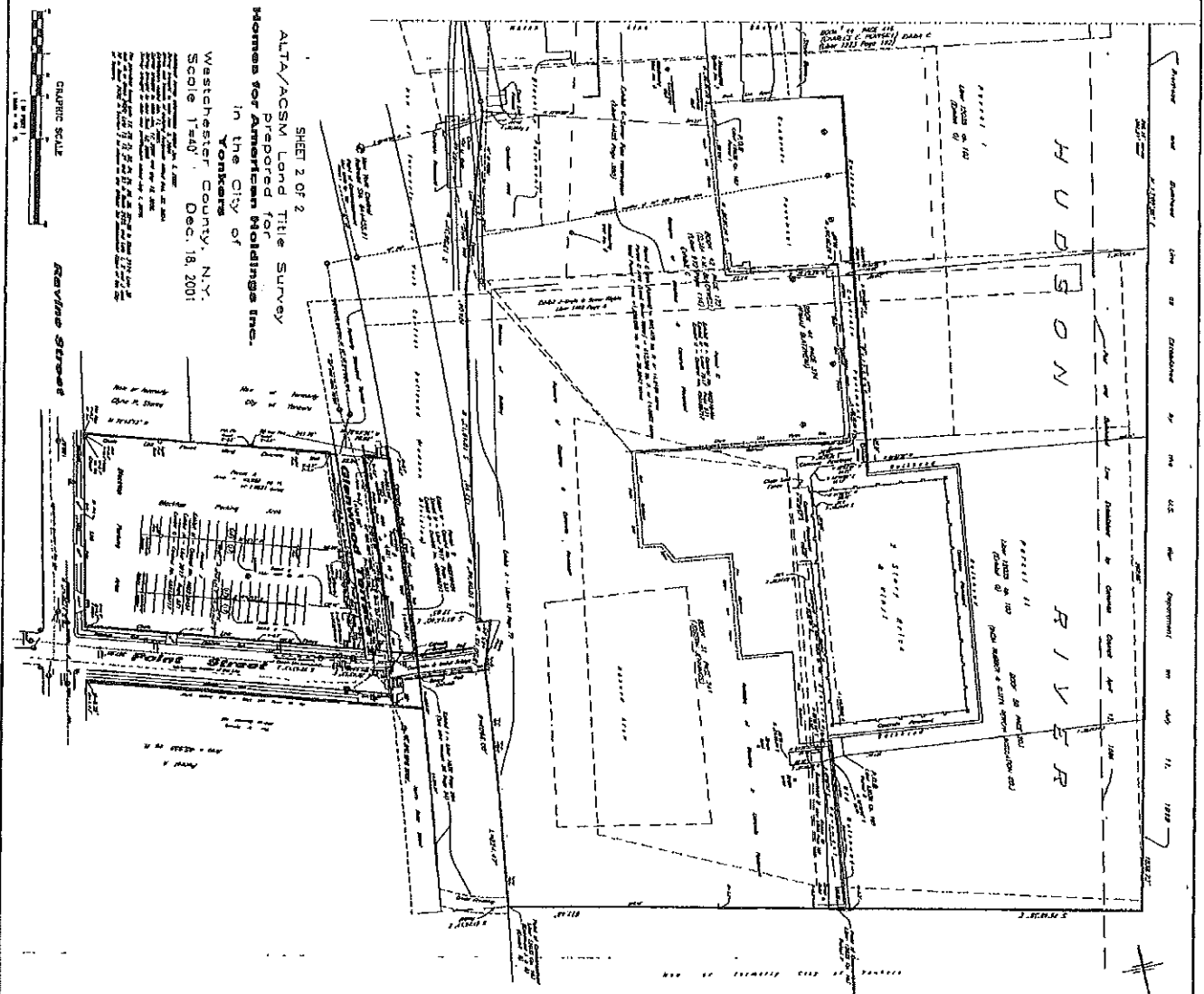
GRAPHIC SCALE
1" = 100'

SHEET 1 OF 2
ALTA/ACSM Land Title Survey
Prepared for
Homes for American Holdings Inc.
in the City of
Yonkers
Westchester County, N.Y.
Scale 1"=40'
Dec. 18, 2001

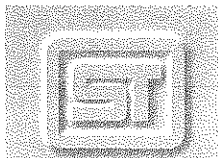
Surveyed by: [Signature]
Reviewed by: [Signature]
Date: [Date]

ALTA/ACSM Land Title Survey
Prepared for
Homon for American Holdings Inc.
in the City of
Yonkers
Westchester County, N.Y.
Scale 1"=40' Dec. 18, 2001

ALTA/ACSM Land Title Survey
Prepared for
Homon for American Holdings Inc.
in the City of
Yonkers
Westchester County, N.Y.
Scale 1"=40' Dec. 18, 2001



ALTA/ACSM Land Title Survey
Prepared for
Homon for American Holdings Inc.
in the City of
Yonkers
Westchester County, N.Y.
Scale 1"=40' Dec. 18, 2001



POLICY NO: B06 040655

**OWNER'S
POLICY OF TITLE INSURANCE
ISSUED BY
THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE
BALTIMORE, MARYLAND**

Specimen Policy

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE, a Maryland corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes

**COVERED RISKS CONTINUED ON BACK OF POLICY JACKET
EXCLUSIONS AND CONDITIONS ON INSIDE OF POLICY JACKET**

Policy valid only when countersigned by an authorized officer or Agent of the Company.

ISSUED BY:



**THE SECURITY TITLE GUARANTEE
CORPORATION OF BALTIMORE**

By

Theodore C. Hogan

President

ATTEST:

By

Marlene B. McBrat

Secretary

Authorized Signatory

The Security Title Guarantee Corporation of Baltimore

Schedule A

Underwriter No. **865-W**

Alta Owner Policy

Title Number: **HAS-16381**

Policy Number

B06-040655

Policy Date **06/01/2011**

Policy Amount

\$ 35,000.00

1. Name of Insured

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested in:

Environmental Easement made by One Point Street, Inc. to The People of the State of New York Acting Through Their Commissioner of the Department of Environmental Conservation dated June __, 2011 and intended to be recorded in the Westchester County Clerk's Office.

4. The land referred to in this policy is described as follows:

PREMISES KNOWN AS:

1. Address **One Point Street, Yonkers**

Section 2	Block 2114	Lot 17
Section 2	Block 2114	Lot 20
Section 2	Block 2114	Lot 21
Section 2	Block 2114	Lot 22
Section 2	Block 2114	Lot 24
Section 2	Block 2114	Lot 26
Section 2	Block 2114	Lot 28
Section 2	Block 2114	Lot 29
Section 2	Block 2114	Lot 33
Section 2	Block 2114	Lot 34
Section 2	Block 2114	Lot 35
Section 2	Block 2620	Lot 35
Section 2	Block 2620	Lot 40
Section 2	Block 2625	Lot 15
Section 2	Block 2625	Lot 17
Section 2	Block 2625	Lot 21
Section 2	Block 2625	Lot 23
Section 2	Block 2630	Lot 1
Section 2	Block 2630	Lot 2
Section 2	Block 2630	Lot 3
Section 2	Block 2630	Lot 10

Hudson Abstract Services Professional LLC
10 Schriever Lane
New City, New York 10956

Countersigned: _____

Authorized Officer or Agent

Schedule A Description

Underwriter No. **865-W**

Title Number **HAS-16381**

Policy Number: **B06-040655**

Page **1**

Parcel A (Section 2, Block 2114, Lots 20-35)

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

BEGINNING at the corner formed by the intersection of the southerly side of Point Street with the westerly side of Ravine Avenue;

RUNNING THENCE along the westerly side of Ravine Avenue, South 11 degrees, 58 minutes, 47 seconds West, 180.67 feet to the northerly line of land now or formerly of Clyne P. Starke;

THENCE westerly along the northerly line of said land now or formerly of Clyne P. Starke and City of Yonkers, North 72 degrees, 43 minutes, 13 seconds West, 241.76 feet to the easterly side of Glenwood Terrace;

THENCE northerly along the easterly side of Glenwood Terrace along a curve to the right having a radius of 3953.00 feet, a distance of 184.89 feet to the southerly side of Point Street;

THENCE along the southerly side of Point Street, South 72 degrees, 43 minutes, 13 seconds East, 267.60 feet to the point or place of BEGINNING.

Parcel B (Section 2, Block 2114, Lot 17)

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

BEGINNING at a point on the easterly side of lands of The New York Central Railroad Company, said easterly side of said lands is intersected, or would be intersected, by the prolongation westerly of the southerly side of Point Street; and

RUNNING THENCE South 72 degrees, 43 minutes, 13 seconds East, along the southerly side of, or the prolongation westerly of, the southerly side of Point Street, 25.55 feet to the westerly side of Glenwood Terrace;

THENCE southerly along the westerly line of Glenwood Terrace on a curve to the

Schedule A Description - continued

Underwriter No. **865-W**

Title Number **HAS-16381**

Policy Number: **B06-040655**

Page **2**

left having a radius of 3,978 feet, an arc distance of 184.84 feet to the lands now or formerly of the City of Yonkers;

THENCE North 72 degrees, 43 minutes, 36 seconds West, along said lands now or formerly of the City of Yonkers, 25.82 feet to a point in the easterly side of the lands of The New York Central Railroad Company;

THENCE northerly, along the easterly side of lands of the New York Central Railroad Company on a curve to the right having a radius of 4,003 feet, an arc distance of 184.77 feet to the point or place of BEGINNING

Parcel C (Section 2, Block 2620, Lots 35 and 40; Section 2, Block 2625, Lots 15, 17, 21 and 23; and Section 2, Block 2630, Lots 1, 2, 3 and 10)

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

BEGINNING at a point of intersection of the westerly side of Polychrome Place, formerly Alexander Street, with the westerly prolongation of the centerline of Babcock Place;

RUNNING THENCE along the westerly prolongation of the centerline of Babcock Place, North 81 degrees, 29 minutes, 30 seconds West, 156.41 feet to the easterly line of land conveyed by Phelps Dodge Industries, Inc. to Samuel Cohen, Sally Cohen, Michael Cohen and Arleen Neustein by deed dated 7/16/76 and recorded in the Westchester County Clerk's Office on 8/3/76 in Deed Liber 7342 cp 797;

RUNNING THENCE along said land conveyed,

North 10 degrees, 18 minutes, 30 seconds East, 590.98 feet;

North 81 degrees, 29 minutes, 30 seconds West, 152.79 feet; and

South 14 degrees, 40 minutes, 08 seconds West, 35.21 feet to the point on the westerly prolongation of the southerly line of Lamartine Avenue;

THENCE westerly along the westerly prolongation of the southerly side of Lamartine Avenue, North 81 degrees, 29 minutes, 30 seconds West, 516.42 feet

Schedule A Description - continued

Underwriter No. **865-W**

Title Number **HAS-16381**

Policy Number: **B06-040655**

Page **3**

to the Pierhead and Bulkhead line established by the U.S. War Department on July 11, 1919;

THENCE along said Pierhead and Bulkhead line;

North 13 degrees, 02 minutes, 36 seconds East, 1,838.73 feet to a point on the westerly prolongation of the northerly line of a Grant of land under water, granted to the India Rubber and Gutta Percha Insulating Company by the State of New York by Letters Patent dated October 31, 1898 and recorded in the Office of the Secretary of State in Book of Patents No. 50 at Page 203;

THENCE along the northerly line of said Grant, South 76 degrees, 48 minutes, 38 seconds East, 611.48 feet to the westerly line of the New York Central Railroad Company (Hudson Division);

THENCE along land of the Railroad the following courses and distances:

In a southerly direction along a curve to the left having a radius of 4066.00 feet a distance of 224.47 feet;

South 18 degrees, 50 minutes, 15 seconds West, 45.65 feet;

South 81 degrees, 14 minutes, 40 seconds East, 12.85 feet;

South 10 degrees, 09 minutes, 46 seconds West, 137.98 feet;

South 10 degrees, 49 minutes, 13 seconds West, 174.04 feet;

South 17 degrees, 56 minutes, 37 seconds West, 167.48 feet;

South 01 degrees, 19 minutes, 29 seconds West, 392.15 feet;

South 09 degrees, 08 minutes, 17 seconds West, 157.55 feet;

South 03 degrees, 42 minutes, 00 seconds East, 140.01 feet; and

South 01 degrees, 48 minutes, 22 seconds West, 73.62 feet to the northeasterly corner of land described in Liber 8922 Page 54;

THENCE along said land, the following courses and distances:

South 86 degrees, 25 minutes, 30 seconds West, 93.11 feet; and

South 10 degrees, 26 minutes, 00 seconds West, 506.56 feet;

Schedule A Description - continued

Underwriter No. **865-W**

Title Number **HAS-16381**

Policy Number: **B06-040655**

Page **4**

THENCE South 10 degrees, 36 minutes, 00 seconds West, along the westerly line of lands now or formerly of Babcock Place Associates, a distance of 260.23 feet;

THENCE South 81 degrees, 29 minutes, 30 seconds East, along the southerly line of lands now or formerly Babcock Place Associates, a distance of 115.68 feet to the westerly side of Polychrome Place;

THENCE South 8 degrees, 30 minutes, 30 seconds West, along the westerly side of Polychrome Place, a distance of 50.00 feet to the point and place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of the agreements between Habirshaw Wire Company and New York Central and Hudson River Railroad in Liber 1983 cp 364 and Liber 2022 cp 64, with regard to the erection and maintenance of a footbridge from Parcel "C" to Parcel "B" above described.

Owner's Policy

Schedule B

Underwriter No. **865-W**

Title Number: **HAS-16381**

Policy Number: **B06-040655**

The following are expressly excluded from coverage of Policy, and the Company will not pay loss or damage costs, attorneys' fees, or expenses which arise by reason of:

1. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
2. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
3. ONE (1) Mortgage, as consolidated, has been returned against the subject property herein.
4. Two (2) UCC-1 were found of record against the subject property, as follows:
 1. UCC-1 in favor of One Point Street, Inc. filed in the Westchester County Clerk's Office on January 31, 2004 at File No. 45031-0141.
 2. UCC-1 in favor of Satellite Fund II, L.P. filed in the Westchester County Clerk's Office on June 12, 2006 at File No. 46163-6009 which has been assigned to Elisha Otis, LLC.
5. Reverter provisions as set forth in documents recorded in the Westchester County Clerk's Office in Liber 121 at Page 77 and in Liber 146 at Page 67.
6. Terms, covenants, restrictions, reservations, easements and agreements as set forth in documents recorded in the Westchester County Clerk's Office in Liber 6171 at Page 452.
7. Terms and Conditions as set forth in documents recorded in the Westchester County Clerk's Office in Liber 972 at Page 116 (as to Parcels B and C) and Liber 811 at Page 413, Liber 1126 at Page 470, Liber 1157 at Page 330, Liber 1161 at Page 301, Liber 1192 at Page 11, Liber 1223 at Page 192, Liber 1884 at Page 275, Liber 1884 at Page 326, Liber 1884 at Page 327, Liber 642 at Page 31 and Liber 2632 at Page 227 (only as to lands now under water and not appropriated to the beneficial uses of an upland owner pursuant to said Letter Patent.
8. Rights of the People of the State of New York in those portions of the property now under the waters of the Hudson River.
9. Rights of the Federal Government to enter upon and take possession without compensation of lands now or formerly lying below the high water mark of the Hudson River, but notwithstanding such rights this policy will insure that the possession of the insured in said lands will not be disturbed, by reason of the exercise of such rights and if any of said lands are taken by the United States of America by reason thereof that compensation will be paid therefore as in condemnation.
10. No title is insured to any land lying beyond solid ground.

Continued On Next Page

Owner's Policy

Schedule B

Underwriter No. **865-W**

Title Number: **HAS-16381**

Policy Number: **B06-040655**

11. Sewer Pipe Reservation recorded in the Westchester County Clerk's Office in Liber 1650 at Page 38 and Liber 1651 at Page 10.
12. Agreements recorded in the Westchester County Clerk's Office in Liber 7268 at Page 523.
13. Rights of the City of Yonkers to use, maintain and extend sewer pipes as shown on map filed in the Westchester County Clerk's Office as Filed Map No. 6108, as recited in Liber 4405 at Page 380 and Reservations, Easements and Agreements as set forth in Liber 4405 at Page 380.
14. Rights of the City of Yonkers to use, maintain and extend sewer pipes as set forth in documents recorded in the Westchester County Clerk's Office in Liber 1126 at Page 470, Liber 1716 at Page 89 and Liber 1884 at Page 275.
15. Terms, Covenants and Conditions of a Lease made by India Rubber and Gutta Perch Insulation Company to the New York Central and Hudson River Railroad recorded in the Westchester County Clerk's Office in Liber 1822 at Page 204.
16. Reservation of drainage rights recorded in the Westchester County Clerk's Office in Liber 1409 at Page 6 and reported in numerous deeds of record.
17. Easement Agreement recorded in the Westchester County Clerk's Office in Liber 7342 at Page 797.
18. Boundary Line Agreement recorded in the Westchester County Clerk's Office in Liber 8922 at Page 22.
19. Declaration of BICC Cables Corporation regarding Order and Consent with the New York State Department of Environmental Conservation recorded in the Westchester County Clerk's Office on August 17, 2000 at Document Control No. 402210454.
20. Together with and subject to an Agreement as set forth in deed from Phelps Dodge Industries, Inc. to Cablec Corporation recorded in the Westchester County Clerk's Office in Liber 7917 at Page 531.
21. Together with and subject to covenants, easements and agreements as set forth in Deed to BICC Cables Corporation recorded in the Westchester County Clerk's Office in Liber 12035 at Page 103.
22. Easement Agreement made by and between One Point Street, Inc. and Blackacre Partners OPS, LLC dated January 7, 2005 and recorded on April 4, 2005 in the Westchester County Clerk's Office at Document Control No. 450180717 and amended by Amendment to Easement Agreements recorded in the Westchester County Clerk's Office at Document Control No. 502153510.
23. Rights and interests under Section 1.2 and 1.4 of the Agreement between One Point Street, Inc. and Blackacre Partners OPS, LLC dated December, 2004.

Continued On Next Page

Owner's Policy

Schedule B

Underwriter No. **865-W**

Title Number: **HAS-16381**

Policy Number: **B06-040655**

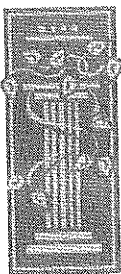
24. Rights, restrictions and conditions contained in Section 3.7, 5.3 and 19 of the Liability Transfer Agreement between BICC Cables Corporation, Phelps Dodge Corporation, One Point Street, Inc. and Blackacre Partners OPS, LLC dated December 30, 2004.
25. Declaratory Judgment in favor of Pirro Group, LLC, Plaintiff against One Point Street, Inc. and Homes for America Holdings, Inc., Defendants, filed in the Supreme Court of the State of New York, County of Westchester on October 18, 2007 under Index No. 21683/2007.

Attorney for Plaintiff: Scott M. Salant, Esq., Collier, Halpern, Newberg, Nolletti & Block, LLP, One Lexington Avenue, White Plains, New York 10601.

Attorney for Defendant - One Point Street, Inc. - Wilson, Elsner, Moskowitz, Edelman & Dicker, LLP, Three Gannett Drive, White Plains, NY 10604.

Attorney for Defendant - Homes for America Holdings, Inc., 520 White Plains Road, Tarrytown, NY 10591.

See attached explanation and status of action.



K N A U F

S H A W

L L P

May 31, 2011

Barbara Cummaro
Director of Operations
Hudson Abstract Services Professional LLC
10 Schriever Lane
New City, NY 10956

VIA EMAIL barbara.cummaro@hudsonabstract.com

**Re: Pirro Group, LLC vs. One Point Street, Inc. and
Homes For America Holdings, Inc.,
Index No. 21683/07**

Dear Ms. Cummaro:

Pursuant to a request by Hudson Abstract for a brief summary of the aforementioned litigation matter, please accept this letter in response to this request.

Mr. Albert Pirro of the Pirro Group, LLC, the plaintiff in this action, was a paid consultant to a prior group of developers who were interested in redeveloping the BICC Site located at One Point Street, Yonkers, New York, which is the site described in Hudson's draft title commitment policy ("BICC Site"), a copy of which we received earlier this month. In or about late 2004, this transaction fell through, and these developers never purchased the BICC Site for their project. A new development firm by the name of Homes for America Holdings, Inc. became the site developer and One Point Street, Inc., which is our firm's client, became the entity that purchased the BICC Site after it was sold by BICC Cables Corporation as shown in the draft title commitment to have occurred on December 30, 2004.

Even though there is evidence produced in discovery to date that plaintiff the Pirro Group, LLC was paid in full for the services provided to their former developer clients in relation to activities performed in relation to the BICC Site, Mr. Pirro and his firm attempted to get retained by new developer Homes for America Holdings, Inc. and new site owner One Point Street, Inc. (collectively Defendants), after his clients' initial transaction fell through beginning in early 2005. While retainer agreements were exchanged between the parties, no agreement was ever signed as evidence by the lack of any signed agreement produced by the plaintiffs in discovery, and in or about March 2005, the plaintiffs were asked to stop working on this matter by the new developer's representatives. Nevertheless, the plaintiffs claim they are still entitled to the payment terms included within the unsigned retainer agreement, which is in the form of a percentage of the future brownfield tax credits. The claim is not related to a claim for title to the real estate, but for a

monetary settlement in relation to the future tax credits that may be paid in relation to the remediation and future redevelopment of the site, and payment for time spent securing entry of the BICC Site into the Brownfield Cleanup Program, which provides these tax credits.

Due to the speculative nature of the tax credits, which currently have not been paid and may never be paid, the Court has narrowed the claim in the case to the value the of the work allegedly performed by Pirro Group, LLC has, if any, in the year 2005. Plaintiffs admit they ceased performing any work on this matter by the end of 2005. See attached Decision by Judge Nicolai dated March 26, 2011. The procedural posture of this litigation is such that it has already been determined that the plaintiffs are entitled to some compensation. The remaining litigation will focus on the amount of compensation relative to the work performed, and the benefit that may have been gained by the defendants from this work.

For this analysis, defendant One Point Street, Inc., which is being represented by Wilson Elser Moskowitz Edelman & Dicker LLP rather than our firm, has retained a brownfield cleanup program expert to consider what the reasonable amount of time would be that would be spent in developing and delivering the work shown to have been performed by plaintiffs as described in their own documentary and oral testimony. Since the plaintiffs kept little if any time records, this testimony will be based on this expert's detailed knowledge of the brownfield cleanup program. The expert will also prepare a *quantum meruit* calculation including a cause and effect analysis of whether the work performed was a precipitating cause of the achieved Brownfield Cleanup Agreement and benefits.

The trial is expected to proceed before the end of this year. The plaintiffs did appeal Judge Nicolai's March 2011 Decision and Order on the motion in limine, but the Appellate Division's Order and Decision decided on December 8, 2010, dismissed the plaintiffs appeal on the ground that there is no appeal from an Order determining a motion in limine. See attached decision.

Please note neither our firm, nor Wilson Elser, represents Homes for America Holdings, Inc. Therefore this litigation summary represents only a summary of the litigation in relation to defendant One Point Street, Inc. Thank you.

Very truly yours,

KNAUF SHAW LLP



LINDA R. SHAW

cc: Sandra K. Leber, Esq.
VIA EMAIL skl@rothbergllaw.com

Pirro Group, LLC v One Point Street, Inc.
Motion No: 2010-04632
Slip Opinion No: 2010 NY Slip Op 90063(U)
Decided on December 8, 2010
Appellate Division, Second Department, Motion Decision
Published by <u>New York State Law Reporting Bureau</u> pursuant to Judiciary Law § 431.
This motion is uncorrected and is not subject to publication in the Official Reports.

Supreme Court of the State of New York

Appellate Division: Second Judicial Department

M112185

E/sl

WILLIAM F. MASTRO, J.P.

JOSEPH COVELLO

SHERI S. ROMAN

SANDRA L. SGROI, JJ.

2010-04632

Pirro Group, LLC, appellant,

v One Point Street, Inc., et al.,
respondents.

DECISION & ORDER ON MOTION

(Index No. 07-21683)

Motion by the respondent One Point Street, Inc., to strike stated portions of the appellant's brief on an appeal from an order of the Supreme Court, Westchester County, entered March 29, 2010, on the ground that they refer to matter dehors the record, and to enlarge the time to serve and file a brief.

Upon the papers filed in support of the motion and the papers filed in opposition thereto, it is

ORDERED that on the Court's own motion, the appeal is dismissed, without costs or disbursements, on the ground that no appeal lies from an order determining a motion in limine (see *Cotgreave v Public Adm'r of Imperial County*, 91 AD2d 600); and it is further,

ORDERED that the motion is denied as academic.

MASTRO, J.P., COVELLO, ROMAN and SGROI, JJ., concur.

ENTER:

Matthew G. Kiernan

Clerk of the Court

PIRRO GROUP LLC,
Plaintiff,
vs.
ONE POINT STREET, INC., and HOMES
FOR AMERICA HOLDINGS, INC.,
Defendants.

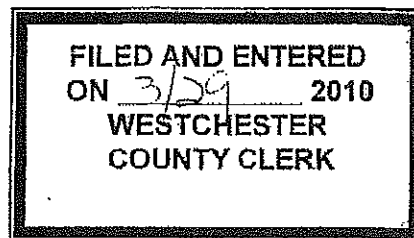
Index No. 21683/07

By _____

John M. Flannery, Esq.
Wilson, Elsner, Moskowitz,
Edelman & Dicker LLP
Attorneys for Defendant Appellant
One Point Street Inc.
Three Gannett Drive, 4th Floor
White Plains, NY 10604
New York, NY 10019
(914) 323-7000

SUPREME COURT - STATE OF NEW YORK
WESTCHESTER COUNTY

To commence the statutory time period of appeals as of right (CPLR 5513[a]), you are advised to serve a copy of this order, with notice of entry, upon all parties.



PRESENT: HON. FRANCIS A. NICOLAI

Justice

-----X
PIRRO GROUP, LLC,

Plaintiff,

-against-

ONE POINT STREET, INC. and
HOMES FOR AMERICA HOLDINGS, INC.,

Defendants.
-----X

Index No.: 21683/07
Motion Date: 3/12/10

DECISION

The following papers numbered 1 to 23 read on this motion.

PAPERS NUMBERED

Notice of Motion/Affidavit/Exhibits 1-3/Affidavit/Memorandum of Law	1-6
Notice of Cross Motion/Affirmation/Exhibits A-H	7-15
Affidavit in Opposition to Motion/Memorandum of Law, Plaintiff	16-17
Affidavit in Opposition to Cross Motion/Exhibits A-B, Plaintiff	18-20
Reply Affirmation, Homes	21
Reply Affidavit/Memorandum of Law, OPS	22-23

Upon the foregoing papers, it is ORDERED that the motion in limine of defendant, Homes for America Holdings, Inc., ("Homes") for an order precluding certain testimony at the inquest on damages herein and the cross motion in limine of defendant, One Point Street, Inc. ("OPS") for an order precluding plaintiff from offering any evidence of plaintiff's damages herein, are decided as follows.

Plaintiff brings this action to recover damages under the theories of quantum meruit and unjust enrichment for consulting fees furnished by plaintiff to defendants in connection with the development of real property located in Yonkers, New York.

A default judgment having been entered against defendants with respect to liability, the action is presently before this Court for the scheduling of an assessment of damages. The instant motions have been made in limine, prefatory to the damages trial.

Homes' Motion

Homes' motion seeks to bar plaintiff from seeking to recover, and offering proof related thereto, "damages" based on speculative, future and contingent or incentive fees that are being prematurely sought by plaintiff, notwithstanding that such future contingent fees could only arise as, if and when several unsatisfied conditions precedent (the receipt of a Certificate of Completion and actual tax credits) are first achieved at some indeterminate time in the future. Homes additionally seeks to preclude plaintiff from recovering consulting fees for the period after December 2006, when, as conceded in paragraph 16 of plaintiff's complaint, plaintiff's purported monthly services ceased, or at the very minimum after October 18, 2007, the date that the summons and complaint were filed, as no services were obviously performed thereafter.

Plaintiff opposes contending that in the absence of a contract subject to conditions precedent, the Court should determine the reasonable value of the services provided by plaintiff and determine the portion of the benefit provided to the defendants, which is being unjustly withheld from plaintiff. The value of services are best judged by the amount defendants were willing to pay plaintiff as set forth in proposed but unexecuted draft agreements, and a reasonable estimate of tax credits could determine future compensation. Plaintiff's efforts facilitated defendants' project's entry into New York's Brownfield Cleaning Program, making defendants eligible for substantial tax credits.

Homes' attorney replies reiterating that determination of plaintiff's claim to monies based on tax credits is premature, based on conditions which have not occurred.

Homes motion is granted as follows: plaintiff's proofs of outstanding damages against defendant Homes shall be restricted to the period covering the commencement of the plaintiff's and Homes' business relationship up through December 31, 2006. The Court hereby precludes evidence of plaintiff's claims for damages arising out of completion of the project and tax credits emanating thereafter; such determination is without prejudice to a renewal application by plaintiff, when, as and if the appropriate time and circumstances arise.

OPS Cross Motion

OPS' motion in limine, seeks an order precluding the plaintiff from offering any evidence of any purported "damages" based upon plaintiff's insufficient interrogatory responses; or precluding the plaintiff from offering any evidence of plaintiff's "damages", and more particularly the plaintiff's contingency compensations, as such fees are speculative and prematurely sought by the plaintiff, since the contingency fees only arise, if and when several unsatisfied conditions precedent occur, at a future date and time that is currently unknown; and precluding the plaintiff from offering any evidence of plaintiff's purported "damages", particularly, the plaintiff's monthly consulting fees, for any period after March 4, 2005, when OPS requested the plaintiff cease and desist from having further contact with the New York State Department of Environmental Conservation, or alternatively, after December 2006, when, as conceded by the plaintiff, purported monthly services ceased.

Plaintiff opposes, contending initially that after plaintiff asserted its timely objections and responses to OPS' interrogatories, OPS, astoundingly, did nothing further and never took issue with plaintiff's objections and responses. Defendants neither conferred with plaintiff nor moved to compel or preclude prior to the filing of the note of issue. Plaintiff's extensive document production, exceeding 386 pages, advised defendant of the nature and value of the services rendered to defendants by plaintiff.

The branch of OPS' motion seeking to preclude plaintiff from offering any evidence of damages based upon plaintiff's interrogatory responses, is denied.

The branch of OPS' motion seeking preclusion of plaintiff's contingency compensation is granted, without prejudice, in accord with the determination, *supra*, of defendant, Homes' application for said relief.

The branch of OPS' motion seeking to preclude evidence of plaintiff's damages in the nature of consulting fees after December, 2006, is granted in accord with the Court's determination of Homes' similar application, *supra*.

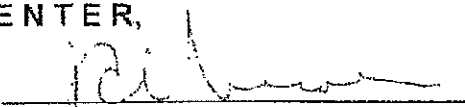
The assessment of damages trial shall be scheduled in due course.

The foregoing constitutes the Decision and Order of this Court.

DATED: White Plains, New York
2010

March 11,

ENTER,


HON. FRANCIS A. NICOLAI
J.S.C.

TO: COLLIER, HALPERN, NEWBERG, NOLLETTI & BOCK LLP
Attorney for Plaintiff
One North Lexington Avenue, 15th Floor
White Plains, New York 10601

WILSON, ELSE, MOSKOWITZ, EDELMAN & DICKER LLP
Attorneys for Defendant, OPS
3 Gannett Drive
White Plains, New York 10604

THE LAW OFFICE OF DAVID PARKER LLC
Attorney for Defendant, Homes
520 Tarrytown Road, Suite 500
Tarrytown, New York 10591

Settlement Conference Part

Index No. 21683/07 Year

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

PIRRO GROUP LLC

Plaintiff,

- against -

ONE POINT STREET, INC and HOMES FOR AMERICA HOLDINGS, INC.

Defendant.

NOTICE OF ENTRY

The Law Office of David Parker, PLLC.
Attorneys for DEFENDANTS
520 White Plains Road, Suite 500
Tarrytown, New York 10591
(914) 862-0580 (Phone) (914)-297-6806 (Fax)

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed documents are not frivolous.

Dated:

Signature.....

Print Signer=s Name

Service of a copy of the within is hereby admitted.

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

[] that the within is a true copy of a
NOTICE OF ENTRY entered in the office of the clerk of the within named Court on

[] that an Order of which the within is a true copy will be presented for settlement to the Hon.
NOTICE OF SETTLEMENT one of the judges of the within named Court,
at
on 200, at M.

Dated:

THE LAW OFFICE OF DAVID PARKER, PLLC.
Attorneys for
520 White Plains Road, Suite 500
Tarrytown, New York 10591

To: Attorney(s) for

Law Office of David Parker PLLC
520 White Plains Road, Suite 500
Tarrytown, NY 10591

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Scott M. Salant, Esq.
Collier Halpern Newberg, Nolletti & Block LLP
One Lexington Avenue
White Plains, New York 10601

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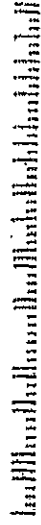


Exhibit "B"

Supreme Court of the State of New York
Appellate Division : Second Judicial Department

Form A - Request for Appellate Division Intervention - Civil

See § 670.3 of the rules of this court for directions on the use of this form (22 NYCRR 670.3).

Case Title: Set forth the title of the case as it appears on the summons, notice of petition or order to show cause by which the matter was or is to be commenced, or as amended.		For Court of Original Instance	
PIRRO GROUP, LLC, <div style="text-align: center;">-against-</div> ONE POINT STREET, INC. and HOMES FOR AMERICA HOLDING, INC., <div style="text-align: center;">Plaintiff, Defendants.</div>		<div style="text-align: center; height: 40px;">Date Notice of Appeal Filed</div>	
Nature of Suit: Check up to five of the following categories which best reflect the nature of the case.		Filing Type:	
<input checked="" type="checkbox"/> Civil Action <input type="checkbox"/> CPLR article 75 Arbitration		<input checked="" type="checkbox"/> Appeal <input type="checkbox"/> Original Proceeding	
<input type="checkbox"/> CPLR article 78 Proceeding <input type="checkbox"/> Special Proceeding Other <input type="checkbox"/> Habeas Corpus Proceeding		<input type="checkbox"/> Transferred Proceeding <input type="checkbox"/> CPLR 5704 Review	
A. Administrative Review <input type="checkbox"/> 1 Freedom of Information Law <input checked="" type="checkbox"/> 2 Human Rights <input type="checkbox"/> 3 Licenses <input type="checkbox"/> 4 Public Employment <input type="checkbox"/> 5 Social Services <input type="checkbox"/> 6 Other	D. Domestic Relations <input type="checkbox"/> 1 Adoption <input type="checkbox"/> 2 Attorney's Fees <input type="checkbox"/> 3 Children - Support <input type="checkbox"/> 4 Children - Custody/Visitation <input type="checkbox"/> 5 Children - Terminate Parental Rights <input type="checkbox"/> 6 Children - Abuse/Neglect <input type="checkbox"/> 7 Children - JD/PINS <input type="checkbox"/> 8 Equitable Distribution <input type="checkbox"/> 9 Exclusive Occupancy of Residence <input type="checkbox"/> 10 Expert's Fees <input type="checkbox"/> 11 Maintenance/Alimony <input type="checkbox"/> 12 Marital Status <input type="checkbox"/> 13 Paternity <input type="checkbox"/> 14 Spousal Support <input type="checkbox"/> 15 Other	F. Prisoners <input type="checkbox"/> 1 Discipline <input type="checkbox"/> 2 Jail Time Calculation <input type="checkbox"/> 3 Parole <input type="checkbox"/> 4 Other G. Real Property <input type="checkbox"/> 1 Condemnation <input type="checkbox"/> 2 Determine Title <input type="checkbox"/> 3 Easements <input type="checkbox"/> 4 Environmental <input type="checkbox"/> 5 Liens <input type="checkbox"/> 6 Mortgages <input type="checkbox"/> 7 Partition <input type="checkbox"/> 8 Rent <input type="checkbox"/> 9 Taxation <input type="checkbox"/> 10 Zoning <input type="checkbox"/> 11 Other	I. Torts <input type="checkbox"/> 1 Assault, Battery, False Imprisonment <input type="checkbox"/> 2 Conversion <input type="checkbox"/> 3 Defamation <input type="checkbox"/> 4 Fraud <input type="checkbox"/> 5 Intentional Infliction of Emotional Distress <input type="checkbox"/> 6 Interference with Contract <input type="checkbox"/> 7 Malicious Prosecution/Abuse of Process <input type="checkbox"/> 8 Malpractice <input type="checkbox"/> 9 Negligence <input type="checkbox"/> 10 Nuisance <input type="checkbox"/> 11 Products Liability <input type="checkbox"/> 12 Strict Liability <input type="checkbox"/> 13 Trespass and/or Waste <input checked="" type="checkbox"/> 14 Other
B. Business & Other Relationships <input type="checkbox"/> 1 Partnership/Joint Venture <input checked="" type="checkbox"/> 2 Business <input type="checkbox"/> 3 Religious <input type="checkbox"/> 4 Not-For-Profit <input type="checkbox"/> 6 Other	E. Miscellaneous <input type="checkbox"/> 1 Constructive Trust <input type="checkbox"/> 2 Debtor & Creditor <input type="checkbox"/> 3 Declaratory Judgment <input type="checkbox"/> 4 Election Law <input type="checkbox"/> 5 Notice of Claim <input type="checkbox"/> 6 Other	H. Statutory <input type="checkbox"/> 1 City of Mount Vernon Charter §§ 120, 127-f, or 129 <input type="checkbox"/> 2 Eminent Domain Procedure Law § 207 <input type="checkbox"/> 3 General Municipal Law § 712 <input type="checkbox"/> 4 Labor Law § 220 <input type="checkbox"/> 5 Public Service Law §§ 128 or 170 <input type="checkbox"/> 6 Other	J. Wills & Estates <input type="checkbox"/> 1 Accounting <input type="checkbox"/> 2 Discovery <input type="checkbox"/> 3 Probate/Administration <input type="checkbox"/> 4 Trusts <input type="checkbox"/> 5 Other
C. Contracts <input type="checkbox"/> 1 Brokerage <input type="checkbox"/> 2 Commercial Paper <input type="checkbox"/> 3 Construction <input type="checkbox"/> 4 Employment <input type="checkbox"/> 5 Insurance <input type="checkbox"/> 6 Real Property <input type="checkbox"/> 7 Sales <input type="checkbox"/> 8 Secured <input checked="" type="checkbox"/> 9 Other			

Appeal

Paper Appealed From (check one only):

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Amended Decree | <input type="checkbox"/> Determination | <input checked="" type="checkbox"/> Order | <input type="checkbox"/> Resettled Order |
| <input type="checkbox"/> Amended Judgment | <input type="checkbox"/> Finding | <input type="checkbox"/> Order & Judgment | <input type="checkbox"/> Ruling |
| <input type="checkbox"/> Amended Order | <input type="checkbox"/> Interlocutory Decree | <input type="checkbox"/> Partial Decree | <input type="checkbox"/> Other (specify): |
| <input type="checkbox"/> Decision | <input type="checkbox"/> Interlocutory Judgment | <input type="checkbox"/> Resettled Decree | |
| <input type="checkbox"/> Decree | <input type="checkbox"/> Judgment | <input type="checkbox"/> Resettled Judgment | |

Court: **Supreme Court**County: **Westchester**Dated: **March 26, 2010**Entered: **March 29, 2010**

Judge (name in full):

Index No.: **21683/07**Stage: ☒ Interlocutory ☐ Final ☐ Post-FinalTrial: ☐ Yes ☐ No If Yes: ☐ Jury ☐ Non-Jury**Prior Unperfected Appeal Information**

Are any unperfected appeals pending in this case? ☐ Yes ☒ No. If yes, do you intend to perfect the appeal or appeals covered by the annexed notice of appeal with the prior appeals? ☐ Yes ☐ No. Set forth the Appellate Division Cause Number(s) of any prior, pending, unperfected appeals:

Original ProceedingCommenced by: ☐ Order to Show Cause ☐ Notice of Petition ☐ Writ of Habeas Corpus Date Filed:

Statute authorizing commencement of proceeding in the Appellate Division:

Proceeding Transferred Pursuant to CPLR 7804(g)

Court:

County:

Judge (name in full):

Order of Transfer Date:

CPLR 5704 Review of Ex Parte Order

Court:

County:

Judge (name in full):

Dated:

Description of Appeal, Proceeding or Application and Statement of Issues

Description: If an appeal, briefly describe the paper appealed from. If the appeal is from an order, specify the relief requested and whether the motion was granted or denied. If an original proceeding commenced in this court or transferred pursuant to CPLR 7804(g), briefly describe the object of the proceeding. If an application under CPLR 5704, briefly describe the nature of the ex parte order to be reviewed.

This is an appeal from a Decision and Order of the Court entered on March 29, 2010, which granted in part motions in limine brought by the defendants such that the plaintiff is precluded from presenting virtually all of its quantum meruit and unjust enrichment evidence at a damages inquest. The motions in limine were the functional equivalents of motions for summary judgment as to damages, and the Decision and Order has severely limited the scope of issues to be tried at inquest.

Amount: If an appeal is from a money judgment, specify the amount awarded.

Issues: Specify the issues proposed to be raised on the appeal, proceeding, or application for CPLR 5704 review.

Whether the Court abused its discretion in improperly precluding the plaintiff from presenting at a damages inquest virtually all evidence pertaining to the reasonable value of the plaintiff's services on its quantum meruit and unjust enrichment causes of actions and thereby, in effect, improperly granted summary judgment on partial summary judgment in favor of the defendants as regards damages.

Issues Continued:

Use Form B for Additional Appeal Information

Party Information

Instructions: Fill in the name of each party to the action or proceeding, one name per line. If this form is to be filed for an appeal, indicate the status of the party in the court of original instance and his, her, or its status in this court, if any. If this form is to be filed for a proceeding commenced in this court, fill in only the party's name and his, her, or its status in this court.

Examples of a party's original status include: plaintiff, defendant, petitioner, respondent, claimant, defendant third-party plaintiff, third-party defendant, and intervenor. Examples of a party's Appellate Division status include: appellant, respondent, appellant-respondent, respondent appellant, petitioner, and intervenor.

No.	Party Name	Original Status	Appellate Division Status
1	Pirro Group, LLC	Plaintiff	Appellant
2	One Point Street, Inc.	Defendant	Respondent
3	Homes for America Holdings, Inc.	Defendant	Respondent
4			
5			
6			
7			
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9			
10			
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18			
19			
20			

Attorney Information

Instructions: Fill in the names of the attorneys or firms of attorneys for the respective parties. If this form is to be filed with the notice of petition or order to show cause by which a special proceeding is to be commenced in the Appellate Division, only the name of the attorney for the petitioner need be

provided.

In the event that a litigant represents herself or himself, the box marked "Pro Se" must be checked and the appropriate information for that litigant must be supplied in the spaces provided.

Attorney/Firm Name: **Philip M. Halpern, Esq., Collier, Halpern, Newberg, Nolletti et. al.**

Address: **One North Lexington Avenue, 15th Floor**

City: **White Plains** State: **NY** Zip: **10601** Telephone No.: **914-684-6800**

Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number(s) from table above or from Form CI):

1

Attorney/Firm Name: **John M. Flannery, Esq., Wilson Elser Moskowitz Edelman & Dicker LLP**

Address: **Three Gannett Drive, 4th Floor**

City: **White Plains** State: **NY** Zip: **10604** Telephone No.: **914-323-7000**

Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number(s) from table above or from Form CI):

2

Attorney/Firm Name: **David Parker, Esq.**

Address: **520 White Plains Road, Suite 500**

City: **Tarrytown** State: **NY** Zip: **10591** Telephone No.: **914-862-0580**

Attorney Type: ☒ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number(s) from table above or from Form CI):

3

Attorney/Firm Name:

Address:

City: State: Zip: Telephone No.:

Attorney Type: ☐ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number(s) from table above or from Form CI):

Attorney/Firm Name:

Address:

City: State: Zip: Telephone No.:

Attorney Type: ☐ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number(s) from table above or from Form CI):

Attorney/Firm Name:

Address:

City: State: Zip: Telephone No.:

Attorney Type: ☐ Retained ☐ Assigned ☐ Government ☐ Pro Se ☐ Pro Hac Vice

Party or Parties Represented (set forth party number(s) from table above or from Form CI):

Use Form C for Additional Party and/or Attorney Information

The use of this form is explained in § 670.3 of the rules of the Appellate Division, Second Department (22 NYCRR 670.3). If this form is to be filed for an appeal, place the required papers in the following order: (1) the Request for Appellate Division Intervention (Form A) in this document; (2) any required Additional Appeal Information Forms (Form B); (3) any required Additional Party and Attorney Information Forms (Form C); (4) the notice of appeal or order granting leave to appeal; (5) a copy of the paper or papers from which the appeal or appeals covered in the notice of appeal or order granting leave to appeal is or are taken; and (6) a copy of the decision or decisions of the court of original instance, if any.

STATE OF NEW YORK, COUNTY OF

ss:

I, the undersigned, am an attorney admitted to practice in the courts of New York State, and

☐ certify that the annexed
has been compared by me with the original and found to be a true and complete copy thereof.

Check Applicable Box
Attorney's
Certification

say that: I am the attorney of record, or of counsel with the attorney(s) of record, for

☐

Check Applicable Box
Attorney's
Verification
by
Affirmation

I have read the annexed

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following:

The reason I make this affirmation instead of

is

I affirm that the foregoing statements are true under penalties of perjury.

Dated:

.....
(Print signer's name below signature)

STATE OF NEW YORK, COUNTY OF

ss:

being sworn says: I am

in the action herein; I have read the annexed

☐
Individual
Verification

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

the of

☐
Corporate
Verification

a corporation, one of the parties to the action; I have read the annexed

know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

My belief, as to those matters therein not stated upon knowledge, is based upon the following:

Sworn to before me on

, 20

.....
(Print signer's name below signature)

STATE OF NEW YORK, COUNTY OF

ss:

being sworn says: I am not a party to the action, am over 18 years of

age and reside at

On

, 20

, I served a true copy of the annexed

in the following manner:

☐
Service
by
Mail

by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee(s) as indicated below:

☐
Personal
Service

by delivering the same personally to the persons and at the addresses indicated below:

Sworn to before me on

20

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER**

PIRRO GROUP, LLC,

Plaintiff,

-against-

**ONE POINT STREET, INC. and,
HOMES FOR AMERICA HOLDINGS, INC.**

Defendant.

NOTICE OF APPEAL

COLLIER, HALPERN, NEWBERG, NOLLETTI & BOCK, LLP

Attorney(s) for **Plaintiff**

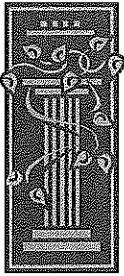
ONE NORTH LEXINGTON AVENUE
WHITE PLAINS, N.Y. 10601
(914) 684-6800

To

Service of a copy of the within is hereby admitted.

Dated: _____ 20 ____

Attorney(s) for



K N A U F

S H A W

L L P

May 31, 2011

Barbara Cummaro
Director of Operations
Hudson Abstract Services Professional LLC
10 Schriever Lane
New City, NY 10956

VIA EMAIL barbara.cummaro@hudsonabstract.com

**Re: Pirro Group, LLC vs. One Point Street, Inc. and
Homes For America Holdings, Inc.,
Index No. 21683/07**

Dear Ms. Cummaro:

Pursuant to a request by Hudson Abstract for a brief summary of the aforementioned litigation matter, please accept this letter in response to this request.

Mr. Albert Pirro of the Pirro Group, LLC, the plaintiff in this action, was a paid consultant to a prior group of developers who were interested in redeveloping the BICC Site located at One Point Street, Yonkers, New York, which is the site described in Hudson's draft title commitment policy ("BICC Site"), a copy of which we received earlier this month. In or about late 2004, this transaction fell through, and these developers never purchased the BICC Site for their project. A new development firm by the name of Homes for America Holdings, Inc. became the site developer and One Point Street, Inc., which is our firm's client, became the entity that purchased the BICC Site after it was sold by BICC Cables Corporation as shown in the draft title commitment to have occurred on December 30, 2004.

Even though there is evidence produced in discovery to date that plaintiff the Pirro Group, LLC was paid in full for the services provided to their former developer clients in relation to activities performed in relation to the BICC Site, Mr. Pirro and his firm attempted to get retained by new developer Homes for America Holdings, Inc. and new site owner One Point Street, Inc. (collectively Defendants), after his clients' initial transaction fell through beginning in early 2005. While retainer agreements were exchanged between the parties, no agreement was ever signed as evidence by the lack of any signed agreement produced by the plaintiffs in discovery, and in or about March 2005, the plaintiffs were asked to stop working on this matter by the new developer's representatives. Nevertheless, the plaintiffs claim they are still entitled to the payment terms included within the unsigned retainer agreement, which is in the form of a percentage of the future brownfield tax credits. The claim is not related to a claim for title to the real estate, but for a

monetary settlement in relation to the future tax credits that may be paid in relation to the remediation and future redevelopment of the site, and payment for time spent securing entry of the BICC Site into the Brownfield Cleanup Program, which provides these tax credits.

Due to the speculative nature of the tax credits, which currently have not been paid and may never be paid, the Court has narrowed the claim in the case to the value of the work allegedly performed by Pirro Group, LLC has, if any, in the year 2005. Plaintiffs admit they ceased performing any work on this matter by the end of 2005. See attached Decision by Judge Nicolai dated March 26, 2011. The procedural posture of this litigation is such that it has already been determined that the plaintiffs are entitled to some compensation. The remaining litigation will focus on the amount of compensation relative to the work performed, and the benefit that may have been gained by the defendants from this work.

For this analysis, defendant One Point Street, Inc., which is being represented by Wilson Elser Moskowitz Edelman & Dicker LLP rather than our firm, has retained a brownfield cleanup program expert to consider what the reasonable amount of time would be that would be spent in developing and delivering the work shown to have been performed by plaintiffs as described in their own documentary and oral testimony. Since the plaintiffs kept little if any time records, this testimony will be based on this expert's detailed knowledge of the brownfield cleanup program. The expert will also prepare a *quantum meruit* calculation including a cause and effect analysis of whether the work performed was a precipitating cause of the achieved Brownfield Cleanup Agreement and benefits.

The trial is expected to proceed before the end of this year. The plaintiffs did appeal Judge Nicolai's March 2011 Decision and Order on the motion in limine, but the Appellate Division's Order and Decision decided on December 8, 2010, dismissed the plaintiff's appeal on the ground that there is no appeal from an Order determining a motion in limine. See attached decision.

Please note neither our firm, nor Wilson Elser, represents Homes for America Holdings, Inc. Therefore this litigation summary represents only a summary of the litigation in relation to defendant One Point Street, Inc. Thank you.

Very truly yours,

KNAUF SHAW LLP



LINDA R. SHAW

cc: Sandra K. Leber, Esq.
VIA EMAIL skl@rothberglaw.com

Survey Reading

Survey made by H2M Architects - Engineers dated May 26, 2011 shows:
As to Parcel A:

Survey made by H2M Architects - Engineers dated May 26, 2011 shows:

1. Variation between wall and chain link fence along wall, and southerly line.
2. Chain link fence varies with easterly and northerly lines.
3. 10 foot sanitary sewer easement cross westerly portion of premises. Fences and walls extend onto the easement area.

(Said survey covers premise and more).

As to Parcel B:

Survey made by H2M Architects - Engineers dated May 26, 2011 shows:

1. Variations between concrete wall (with picket fence atop) and easterly line of record title.
2. Concrete wall is not on part of the southerly line of record title.
3. Variations between concrete wall with iron fence atop and easterly line of record title.
4. Guard rail is not on the northerly line of record title.

(Said survey covers premises and more).

As to Parcel C:

Survey made by H2M Architects - Engineers dated May 26, 2011 shows:

1. Concrete paved area and ingress and egress easements in southerly portion of the land partly on the land and partly on property adjoining on the east and west.
2. Forty-eight inch brick sewer line extends through the southerly portion of the land.
3. Sewer pipe reservation located in the westerly portion of the land.
4. Walls extend up to 2.3 feet onto the property adjoining on the north.
5. Easements extend through the northerly portion of the land. Fences and walls extend on top easement areas.
6. Variations between chain link fences and portions of record lines of title. A chain link fence lies up to 4.34 feet inside the easterly line of record title.
7. Guard rail encroaches onto the land from the property adjoining on the east.
8. Variations between stone wall and portion of easterly line.
9. Concrete and metal bridge located at the easterly portion of premises. Policy excepts rights and easements of others by reason thereof.
10. Railroad track lies within the crosses portion of easterly line. Policy excepts rights of others by reason thereof.
11. Variations between concrete pavement and portion of easterly line.

Underwriter No. **865-W**

Survey Reading

Title Number **HAS-16381**

Policy Number: **B06-040655**

Page **2**

12. Concrete curb north of portion of southerly line.
13. Variations between bulkhead and pierhead established lines.
14. Utility poles and wires upon and across the land.

(Survey covers premises and more).

4190278

Based and Surveyed by the Standard by the U.S. Department of the Army, 1909

Hudson River

The line between the Hudson River and the Hudson River is the line between the Hudson River and the Hudson River

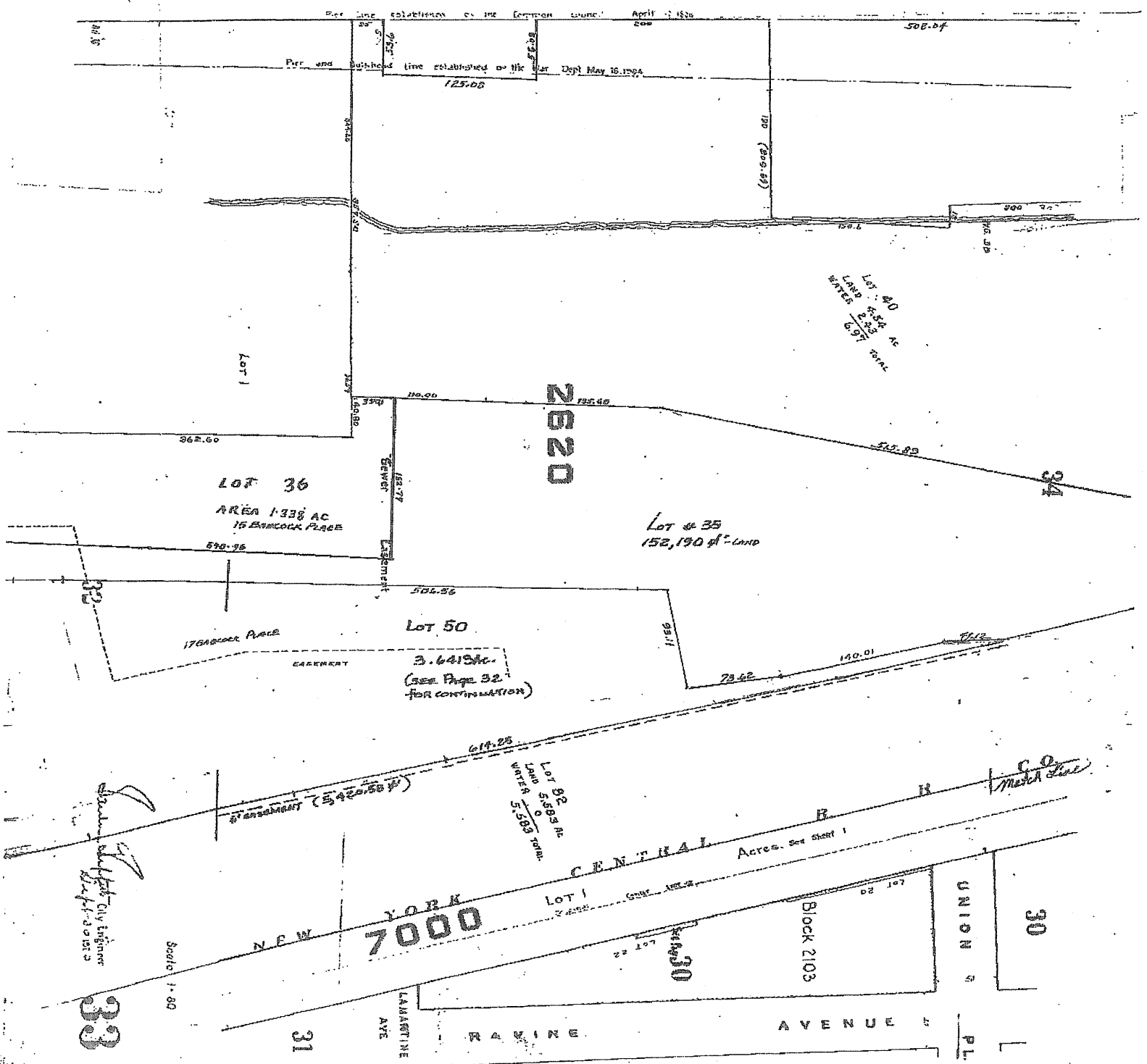
Alexander Street
Babcock Place

New York Central Railroad
New York Central Railroad
New York Central Railroad



SHEET 1 OF 2	
architects + engineers	
ALTAIASH LAND TITLE SURVEY FOR BICC CABLE ONE POINT STREET	
DESCRIBED PROPERTY ALTAIASH LAND TITLE SURVEY ONE POINT STREET	

Revised 1947
1987-1988



James H. H. City Engineer
1947-1988

33

Scale 1" = 80'

31

LANARK AVE

RAVINE

AVENUE

UNION S PL

30

C.O. Metch Line

Block 2103

430

LOT 1

Lot 92
Land 5.553 AC
Water 5.553 AC
Total 11.106 AC

Boundary (5,420.50 ft)

170th Avenue

Lot 50

3.6413 AC
(See Page 32
for continuation)

Lot 35
152,190 sq ft Land

Lot 36
Area 1.338 AC
15 BARNACK PLACE

Lot 40
Land 1.554 AC
Water 0.000 AC
Total 1.554 AC

2620

Lot 1

Per and Subhead line established on the Common Survey April 12, 1820

Per and Subhead line established on the 1st Dept May 16, 1894

125.00

506.04

120 (505.65)

110.00

195.40

515.82

34

93.11

73.42

140.01

71.12

614.25

NEW YORK

7000

CENTRAL

Acres. See Sheet 1

Center Ave

Lot 22

Lot 20

OFFICER'S CERTIFICATE

The undersigned, being the Chief Operating Officer and President of One Point Street, Inc. (OPSI), does hereby certify as follows:

1. Attached hereto as Exhibit A is the unanimous written consent of all of the directors of OPSI, obtained in lieu of a meeting. The authorizations contained in the attached Unanimous Written Consent have not been amended and remain in force full and effect.

2. The following person has been authorized to execute documents on behalf of OPSI, including an environmental easement required by the New York State Department of Environmental Conservation in relation to a Brownfield Cleanup Agreement for the Site, is a duly elected or appointed, qualified and acting officer, holding the offices in One Point Street, Inc. indicated opposite his respective name:

Officer

Office

Ronnie Shemesh

Chief Operating Officer and President

26th IN WITNESS WHEREOF, the undersigned has executed this Certificate on this day of May, 2011.


Howard W. Muchnick, Treasurer

Unanimous Written Consent of
the Directors of One Point Street, Inc.
in Lieu of a Special Meeting

The undersigned, being all of the directors of One Point Street, Inc., a Delaware corporation doing business in New York, ("Owner"), hereby consents to the adoption of the following resolution taking or authorizing the actions specified therein without a meeting:

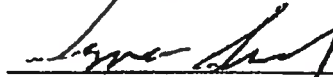
RESOLVED: The undersigned being all of the directors of Owner, hereby authorize the Owner's Chief Operating Officer and President, Ronnie Shemesh, to execute an environmental easement and any documents relatd thereto, which may be required by the New York State Department of Environmental Conservation in relation to a Brownfield Cleanup Agreement for the Site.

IN WITNESS WHEREOF, we hereunto set our hand intending this consent to become effective as of the date specified below.

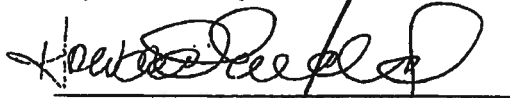
Dated: As of 26th May, 2010.



Ronnie Shemesh



Seymour Svirsky



Howard Muchnick