

BY: .....

August 24, 2017

VIA FEDEX

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

**RE: Chappaqua Coal/Fuel and Humble Oil Site  
DEC Site No.: C360120  
54 Hunts Place, Chappaqua, NY 10514**

Dear Brad,

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

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

Sincerely,

**KNAUF SHAW LLP**

MELISSA M. VALLE

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

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**Chappaqua Coal/Fuel and Humble Oil Site**

DEC Site No.: C360120

Located at: 54 Hunts Place  
Chappaqua, NY 10514

Volunteer:

Chappaqua Station, LLC  
1000 University Avenue, Suite 500  
Rochester, NY 14607

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

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

1. Knauf Shaw LLP are the attorneys of record for Chappaqua Station, LLC, which is the Volunteer for the New York State Brownfield Cleanup Program Site ("BCP"), Chappaqua Coal/Fuel and Humble Oil Site, Site Number C360120.
2. On August 24, 2017, I mailed a true copy of a Notice to Municipality to Jeremiah Lynch, the Chairman of the Westchester County Department of Planning, by depositing a true copy of the same enclosed in a first-class, postpaid addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.
3. On August 24, 2017, I mailed a true copy of a Notice to Municipality to Robert Kirkwood, the Chairperson of the Town of New Castle Planning Board, by depositing a true copy of the same enclosed in a first-class, postpaid addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

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

Dated: August 24, 2017

  
**MELISSA M. VALLE**

## Notice to Municipality

Date: 8/22/17

Robert Kirkwood  
Planning Board Chairman  
Town of New Castle  
200 South Greeley Avenue  
Chappaqua, NY 10514

Re: Environmental Easement

Dear Mr. Kirkwood:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department"), recorded August 18, 2017, dated July 19, 2017, by Chappaqua Station, LLC, and Chappaqua Station Housing Development Fund Company, Inc., for property at 54 Hunts Place, Chappaqua, New York 10514, Tax Map No. Section 100.11, Block 1, Lot 5, DEC Site No: C360120.

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

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

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

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Cheryl Stulpin". The signature is fluid and cursive, with the first name "Cheryl" written in a larger, more prominent script than the last name "Stulpin".

Cheryl Stulpin

Chappaqua Station, LLC

## Notice to Municipality

Date: 8/22/17

Jeremiah Lynch, Chair  
Westchester County Department of Planning  
148 Martine Ave. Room 432  
White Plains, NY 10601

Re: Environmental Easement

Dear Mr. Lynch:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department"), recorded August 18, 2017, dated July 19, 2017, by Chappaqua Station, LLC, and Chappaqua Station Housing Development Fund Company, Inc., for property at 54 Hunts Place, Chappaqua, New York 10514, Tax Map No. Section 100.11, Block 1, Lot 5, DEC Site No: C360120.

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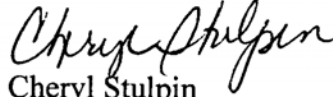
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Very truly yours,

A handwritten signature in black ink, appearing to read "Cheryl Stulpin". The signature is fluid and cursive, with the first name "Cheryl" and last name "Stulpin" clearly distinguishable.

Cheryl Stulpin

Chappaqua Station, LLC

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.



\*561443555EAS0052\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Closing USA LLC - Recording Dept  
Address 1: 903 Elmgrove Road  
Address 2:  
City/State/Zip: Rochester NY 14624

Phone: 585-454-1730  
Fax: 585-4545999  
Email: recording@closingusa.com  
Reference for Submitter: Chappaqua

### Document Details

Control Number: **561443555**  
Package ID: 2016052300263001003

Document Type: **Easement (EAS)**  
Document Page Count: **11** Total Page Count: **12**

### Parties

☐ Additional Parties on Continuation page

#### 1st PARTY

1: CHAPPAQUA STATION HOUSING DEVELOPMENT FUND ( - Other  
2: CHAPPAQUA STATION LLC - Other

#### 2nd PARTY

1: NEW YORK STATE OF - Other  
2: NEW YORK STATE DEPT OF ENVIRONMENTAL CONSERV - Other

### Property

☐ Additional Properties on Continuation page

Street Address: 54 HUNTS PLACE  
City/Town: NEW CASTLE

Tax Designation: 100.11-1-5  
Village:

### Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: TP-584

### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$60.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$0.00  
TP-584 Filing Fee: \$5.00  
Total Recording Fees Paid: **\$105.00**

### Transfer Taxes

Consideration: \$0.00  
Transfer Tax: \$0.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 1100

### 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: 08/18/2017 at 01:57 PM  
Control Number: **561443555**  
Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

### Record and Return To

☐ Pick-up at County Clerk's office

Closing USA LLC  
903 Elmgrove Road

Rochester, NY 14624  
Attn: Commercial Dept.

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

**THIS INDENTURE** made this 19<sup>th</sup> day of July, 2017, between Owner(s) Chappaqua Station Housing Development Fund Company, Inc., (the "Grantor Fee Owner") having an office at 56 Vails Lakeshore Drive, Brewster, NY 10509, County of Putnam, State of New York, and Chappaqua Station, LLC, (the "Grantor Beneficial Owner"), having an office at 1000 University Avenue, Suite 500, Rochester, New York 14607, County of Monroe, State of New York (collectively, 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 54 Hunts Place in the Town of New Castle, 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 100.11 Block 1 Lot 5, being the same as that property conveyed to Grantor by deed dated January 29, 2016 and recorded in the Westchester County Clerk's Office as Control #560263316. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.33597 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 18, 2012 and last revised May 23, 2016 prepared by Thomas M. Schmidt, LLS of JMC Planning, Engineering, Landscape, Architecture & Land Surveying, PLLC, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as



Schedule A;

**WHEREAS**, Grantor Beneficial Owner, is the owner of the beneficial interest in the Controlled Property being the same as a portion of that beneficial interest conveyed to Grantor Beneficial Owner by means of a Declaration of Interest and Nominee Agreement dated January 29, 2016 and recorded in the Westchester County Clerk's Office as Control #560263367 ; 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: C360120-01-12 as amended on June 28, 2016, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

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

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

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

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

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

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

(4) The use of groundwater underlying the property is prohibited without

necessary water quality treatment as determined by the NYSDOH or the Westchester County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

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

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

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

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

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

Parties shall address correspondence to:      Site Number: C360120  
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.

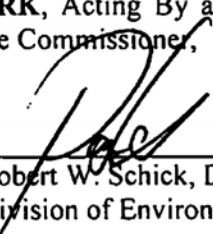
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.





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

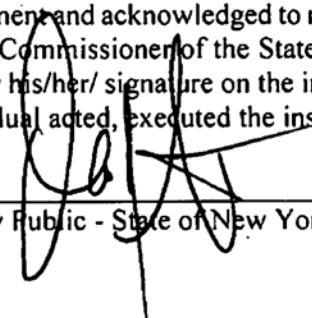
By:

  
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 19<sup>th</sup> day of July, in the year 2017, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

**David J. Chiusano**  
**Notary Public, State of New York**  
**No. 01CH5032146**  
**Qualified in Schenectady County**  
**Commission Expires August 22, 2018**



**SCHEDULE "A" PROPERTY DESCRIPTION**

**EASEMENT AREA LEGAL DESCRIPTION**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Castle, County of Westchester and State of New York and bounded and described as follows:

BEGINNING at a point of intersection of the Southwesterly line of King Street relocated, realigned and established, with the Northwesterly line of the right of way of the Harlem Division of the New York Central Railroad;

RUNNING THENCE from said point of beginning along the Northwesterly line of the right of way of the Harlem Division of the New York Central Railroad, South 35°31'0" West 242.05 feet to the point of intersection of the Northwesterly line of said Railroad right of way with the Northeasterly line of land taken for the Grade Crossing Elimination at Chappaqua as shown by map filed in Volume 70, at page 62A, in the Office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County, New York;

RUNNING THENCE along the Northeasterly line of said Grade Crossing Elimination as shown on said map, North 54°29'0" seconds West 60 feet to the land of Westchester County Park Commission, known as Parcel 2, Sheet 35, Saw Mill River Parkway;

RUNNING THENCE along land of the Westchester County Park Commission, North 35°31'0" seconds East 245.81 feet to the Southwesterly line of King Street as relocated, realigned and established;

RUNNING THENCE along said Southwesterly line of King Street, South 50°54'0" East 60.12 feet to the point or place of beginning.

Being the same premises described in a deed from County of Westchester to Chappaqua Station Housing Development Fund Company, Inc. dated January 29, 2016 and filed in the Westchester County Clerk's Office as CN. 560263316 and described below as based on a survey completed by JMC, PLLC

ALL THAT CERTAIN PARCEL OF LAND in Chappaqua, Town of New Castle, County of Westchester and State of New York and being more particularly bounded and described as follows:

BEGINNING at a point along the Southwesterly line of Hunts Place (formerly King Street) at the point of intersection with the division line between the herein described parcel on the Northwest and New York Central Railroad Harlem Division on the Southeast, said point of beginning the Northeasterly corner of the herein described parcel.

RUNNING THENCE along the Northwesterly line of said New York Central Railroad Harlem Division, South 35 degrees 31 minutes 00 seconds West, 242.05 feet to a southeasterly corner of lands of a New York state shown as Parcel 18 on Map No. 13, said map being titled "Elimination of Grade Crossings at Birdsall Rd and Main St at Chappaqua" and recorded in the Westchester County Clerk's Office Division of Land Records as Map Volume 70 at page 61-2;

THENCE RUNNING along the Northeasterly line of said Parcel 18, North 54 degrees 29 minutes 00 seconds West, 60.00 feet to the Southeasterly line of the Saw Mill River Parkway as shown on a map titled "Map of Lands to be Acquired for the Saw Mill River Parkway" prepared by Applebee & Slater Engineers & Surveyors dated October 8, 1927 and filed in the Westchester County Clerk's Office Division of Land Records on October 18, 1927 as Map No. 3141-1;

THENCE RUNNING along said Southeasterly line of the SawMill River Parkway, North 35 degrees 31 minutes 00 seconds East, 245.81 feet to the aforesaid Southwesterly line of said Hunts Place;

THENCE along said Southwesterly line of said Hunts Place, South 50 degrees 54 minutes 00 seconds East, 60.12 feet to the point of beginning.

CONTAINING 0.33597± ACRES or 14,635± SQUARE FEET.