

6



430580199EAS4

Control Number	WIID Number	Instrument Type
430580199	2003058-000091	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 20 TOTAL PAGES 20

RECORDING FEES	
STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$60.00
RECORD MGT. FUND	\$19.00
RP 5217	\$0.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
TOTAL FEES PAID	\$90.00

TRANSFER TAXES	
CONSIDERATION	\$0.00
TAX PAID	\$0.00
TRANSFER TAX #	12923

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 05/14/2003
TIME 15:36:00

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:
RICHARD A KATZIVE, ESQ
DELLBELLO, WEINGARTEN, ET AL
1 NORTH LEXINGTON AVE
WHITE PLAINS, NY 10601

RECORD + RETURN TO:

RICHARD A. KATZIVE, ESQ

DELBELLO, WEINGARTEN, ETAL

1 NO. LEXINGTON AVE

DECLARATION OF EASEMENT

WHITE PLAINS, NY 10601

199

CITY-YONKERS

S - 2

B - 2600

L - 1, 2, 5

EAS

RP

TYON

THIS DECLARATION OF EASEMENT (this "Easement") is made as of the 1 day of May, 2002 by and among YONKERS COMMUNITY DEVELOPMENT AGENCY, a public benefit corporation with an address of 87 Nepperhan Avenue, Yonkers, New York 10701 ("Grantor"), CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation organized and existing under the laws of the State of New York and having its principal office at City Hall, 40 South Broadway, Yonkers, New York ("Tenant"), and HUDSON PARK INVESTORS, LLC, a limited liability company organized and existing under the laws of the State of Delaware and having its principal office at 2001 West Main Street, Suite 175, Stamford, Connecticut ("Subtenant").

BACKGROUND:

- A. Grantor is the fee owner of a certain parcel of land known and described as Parcel J and located in Yonkers, New York described in Schedule A annexed hereto and made a part hereof ("Parcel J").
- B. Grantor is the fee owner of a certain parcel of land known and described as the Main Street Square Expansion Parcel and located in Yonkers, New York described in Schedule B annexed hereto and made a part hereof (the "Main Street Square Expansion Parcel").
- C. Grantor is the fee owner of a certain parcel of land known and described as the Pierpointe Street Parcel and located in Yonkers, New York described in Schedule C annexed hereto and made a part hereof (the "Pierpointe Street Parcel").
- D. Grantor is the fee owner of a certain parcel of land known and described as the Van Der Donck Street Parcel and located in Yonkers, New York described in Schedule D-1 annexed hereto and made a part hereof (the "Van Der Donck Street Parcel").
- E. Grantor is the fee owner of a certain parcel of land known and described as Parcel E and located in Yonkers, New York described in Schedule D annexed hereto and made a part hereof ("Parcel E").
- F. Grantor is the fee owner of a certain parcel of land known and described as Parcel F and located in Yonkers, New York described in Schedule E annexed hereto and made a part hereof ("Parcel F").
- G. Grantor and Tenant, have entered into an Agreement of Lease of even date herewith (the "Lease") for lease of Parcel E and Parcel F (the "Premises").
- H. Tenant and Subtenant, have entered into a Lease Agreement of even date herewith (the "Sublease") for lease of the Premises.
- I. Grantor has agreed to place a declaration of easement for the benefit of Tenant, Subtenant, and future fee owners of Parcel E (collectively, the "Parcel E Benefitted Parties"), as an appurtenance to Parcel E, a right and easement to air space and the subsurface on a portion of Parcel J and on a portion of the Van Der Donck Street Parcel, as more particularly described below.

J. Grantor has agreed to place a declaration of easement for the benefit of Tenant, Subtenant, and future fee owners of Parcel F (collectively, the "Parcel F Benefitted Parties"), as an appurtenance to Parcel F, a right and easement to air space and the subsurface on a portion of the Main Street Square Expansion Parcel and on a portion of the Pierpointe Street Parcel, as more particularly described below.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Foundation Easements. (a) Grantor hereby creates a perpetual, exclusive and permanent right and easement to construct, use, maintain, repair and replace building foundations and footings (the "Parcel J and Van Der Donck Foundation Easement") in and under Parcel J in the locations described in Schedule F annexed hereto and made a part hereof (the "Parcel J Foundation Easement Locations") and in and under the Van Der Donck Street Parcel in the locations described in Schedule F-1 annexed hereto and made a part hereof (the "Van Der Donck Street Parcel Foundation Easement Locations") for the benefit of the Parcel E Benefitted Parties.

(b) Grantor hereby creates a perpetual, exclusive and permanent right and easement to construct, use, maintain, repair and replace building foundations and footings (the "Main and Pierpointe Foundation Easement") in and under the Main Street Square Expansion Parcel and the Pierpointe Street Parcel in the locations described in Schedule G annexed hereto and made a part hereof (the "Main and Pierpointe Foundation Easement Locations") for the benefit of the Parcel F Benefitted Parties.

(c) The Parcel J Foundation Easement Locations, the Van Der Donck Street Parcel Foundation Easement Locations and the Main and Pierpointe Foundation Easement Locations are collectively referred to herein as the "Foundation Easement Locations." No foundations, footings or improvements related thereto constructed or installed within any part of the Foundation Easement Locations shall be visible at or from the finished grade surface.

2. Air Rights Easement. (a) Grantor hereby creates a perpetual, exclusive and permanent right and easement to construct, use, maintain, repair and replace above-grade window bays and to occupy the air space thereof (the "Parcel J Air Rights Easement") in, across and through Parcel J in the locations described in Schedule H annexed hereto and made a part hereof (the "Parcel J Air Rights Easement Locations") for the benefit of the Parcel E Benefitted Parties.

(b) Grantor hereby creates a perpetual, exclusive and permanent right and easement to construct, use, maintain, repair and replace above-grade window bays and to occupy the air space thereof (the "Main and Pierpointe Air Rights Easement") in, across and through the Main Street Square Expansion Parcel and the Pierpointe Street Parcel in the locations described in Schedule I annexed hereto and made a part hereof (the "Main and Pierpointe Air Rights Easement Locations") for the benefit of the Parcel F Benefitted Parties.

(c) The Parcel J Air Rights Easement Locations and the Main and Pierpointe Air Rights Easement Locations are collectively referred to herein as the "Air Rights Easement Locations." The Foundation Easement Locations and the Air Rights Easement Locations are collectively referred to herein as the "Easement Locations."

(d) The Parcel J and Van Der Donck Foundation Easement, the Main and Pierpointe Foundation Easement, the Parcel J Air Rights Easement and the Main and Pierpointe Air Rights Easement are collectively referred to herein as the "Easements."

3. Access Right. Grantor further creates a perpetual, non-exclusive and permanent right to enter (the "Access Right"), for the benefit of the Parcel E Benefitted Parties and the Parcel F Benefitted Parties upon that portion of Parcel J, the Van Der Donck Street Parcel, the Main Street Square Expansion Parcel and the Pierpointe Street Parcel as may be reasonably necessary to (i) construct, maintain, repair and replace the building foundations and footings located within the Foundation Easement Locations, including the right to excavate and stage soil, and (ii) construct, maintain, repair and replace structures within the Air Rights Easement Locations.

4. Restrictions. Grantor shall not erect or allow to be erected any structures or perform any work on Parcel J, the Van Der Donck Street Parcel, the Main Street Square Expansion Parcel and the Pierpointe Street Parcel in the vicinity of the Easement Locations that would result in the interference or disruption of the use and enjoyment of the Easements and the Access Right.

5. Maintenance. The Parcel E Benefitted Parties and the Parcel F Benefitted Parties shall be responsible for all work, but only the work, conducted by each of them within the Easement Locations, and at the completion of such work shall repair and restore any disturbed areas to their condition, commensurate with the above-described use, as existed before such work was conducted, all at no cost to the other parties.

6. Indemnity. Grantor and each of the Parcel E Benefitted Parties and the Parcel F Benefitted Parties shall defend, indemnify and hold the others harmless from and against any and all claims, demands, penalties, fines, liabilities, settlements, suits, damages, losses, injuries, costs and expenses of whatever kind and nature, including reasonable attorneys' fees, sustained or incurred by any persons which are based upon, arise from, or in any manner grow out of the use, maintenance or enjoyment of the Easements by the others, its tenants, employees, agents, and contractors, unless based upon the others' negligence or intentional misconduct.

7. Binding Effect. All of the benefits and burdens hereunder shall run with Parcel E, Parcel F, Parcel J, the Van Der Donck Street Parcel, the Main Street Square Expansion Parcel and the Pierpointe Street Parcel and shall bind and inure to the benefit of the successors and assigns of Grantor, the Parcel E Benefitted Parties and the Parcel F Benefitted Parties.

8. Entire Agreement. This Agreement is intended by the parties as a final, complete and exclusive statement of the matters herein set forth, and supersedes all prior agreements between the parties hereto respecting such matters.

9. Amendment and Waiver. This Agreement may not be amended except by a writing signed by all parties nor shall observance of any term of this Agreement be waived except with the written consent of the parties benefitting from such term.

10. Severability. Any provision in this Agreement that is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining

provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law.

11. Interpretation. Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

12. Headings. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

YONKERS COMMUNITY DEVELOPMENT AGENCY

By: John D. Spencer
Name: JOHN D. SPENCER
Title: Chairman
Duly Authorized

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name: _____
Title: _____
Duly Authorized

HUDSON PARK INVESTORS, LLC

By: _____
Name: _____
Title: _____
Duly Authorized

STATE OF NEW YORK

ss:

COUNTY OF West

ms On the 3 day of May in the year 2002, before me, the undersigned, ~~a Notary Public in and for~~
~~said State~~, personally appeared John D. Spencer, 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 he executed the same in his capacity, and that by his signature on the
instrument, the individual, or the person upon behalf of which the individual acted, executed the
instrument.

William M. Mooney

(seal)

Notary Public
My Commission Expires:

WILLIAM M. MOONEY
Notary Public, State of New York
No. 02MO8083002
Qualified in Westchester County
Commission Expires August 20, 2004

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

YONKERS COMMUNITY DEVELOPMENT AGENCY

By: _____
Name:
Title:
Duly Authorized

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

By: Thomas F. Dugan
Name: THOMAS F. DUGAN
Title: VICE CHAIR
Duly Authorized

HUDSON PARK INVESTORS, LLC

By: Arthur Collins
Name: ARTHUR COLLINS
Title: MANAGER
Duly Authorized

STATE OF NEW YORK

COUNTY OF NEW YORK

ss:

On the 30TH day of APRIL in the year 2008, before me, the undersigned, a Notary Public in and for ~~said State~~, personally appeared THOMAS F. DUGAN, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ALAIN L. KLEIN
Notary Public, State of New York
No. 4947498
Qualified in Nassau County
Commission Expires Feb. 27, 2013

(seal)

My Commission Expires:

STATE OF NEW YORK

COUNTY OF NEW YORK

ss:

On the 3rd day of May in the year 2002, before me, the undersigned, a ~~Notary Public~~ in and for ~~said State~~, personally appeared ARTHUR COLLINS, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

ALAIN L. KLEIN
Notary Public, State of New York
No. 4947498
Qualified in Nassau County
Commission Expires Feb. 27, 2003

(seal)

STATE OF NEW YORK

COUNTY OF _____

ss:

On the ____ day of May in the year 2002, 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Notary Public

My Commission Expires:

(seal)

SCHEDULE A

LEGAL DESCRIPTION FOR PARCEL J

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

Beginning at a point which is distant N. $70^{\circ} 33' 29''$ W., 22.00 ft., thence on a curve to the right having a radius of 2654.00, a length of 319.31 ft., an included angle of $5^{\circ} 49' 47''$ and a radial of S. $70^{\circ} 42' 40''$ E., from a brass bolt set in the face of a concrete abutment wall, said bolt being on the westerly boundary of lands now or formerly of the New York Central Railroad, Hudson Division; said bolt having a radial of S. $70^{\circ} 42' 45''$ E. to the center of a curve of said westerly boundary line, said bolt also being approximately 14 ft. from the corner formed by the intersection of the westerly side of the concrete abutment wall and the southerly side of Main Street; thence proceed from said beginning point the following courses and distances:

N $78^{\circ} 51' 44''$ W., 255.23 ft.;

S. $13^{\circ} 09' 23''$ W., 179.69 ft.; thence on a curve to the left having a radius of 30.00 ft. and a length of 39.13 ft.; thence

S. $06^{\circ} 24' 09''$ E., 18.78 ft.;

S. $16^{\circ} 35' 55''$ E., 16.20 ft.; thence on a curve to the right having a radius of 5 feet and a length of 9.29 ft.; thence on a reverse curve to the left having a radius of 56.00 ft. and a length of 115.31 ft.; thence on a reverse curve to the right having a radius of 40.00 ft. and a length of 28.80 ft.; thence

S. $13^{\circ} 10' 13''$ W., 313.49 ft.; thence on a curve to the left having a radius of 36.00 ft. and a length of 26.58 ft.; thence

S. $29^{\circ} 08' 05''$ E., 42.40 ft.;

S. $12^{\circ} 08' 19''$ W., 190.74 ft.;

S. $09^{\circ} 26' 00''$ W., 91.53 ft.;

S. $13^{\circ} 10' 00''$ W., 330.09 ft.;

N. $78^{\circ} 11' 13''$ W., 122.46 ft.;

N. $01^{\circ} 01' 03''$ E., 23.27 ft.;

N. $14^{\circ} 32' 01''$ E., 70.41 ft.;

N. $09^{\circ} 29' 27''$ E., 39.90 ft.;

N. $15^{\circ} 48' 55''$ E., 39.79 ft.;

N. $54^{\circ} 28' 58''$ E., 11.39 ft.;

DPELHAM/114425v4/12243-001

(Legal Description for Parcel J continued)

S 79° 21' 38" E, 54.35 ft;

N 65° 30' 13" E., 34.39 ft.;

N 15° 43' 32" E., 114.45 ft.;

N 20° 13' 10" W., 11.06 ft.;

N. 25° 25' 21" E., 69.88 ft.,

N 12° 08' 19" E., 181.40 ft.;

N. 29° 13' 36" W., 13.07 ft.;

N. 76° 57' 50" W., 41.77 ft.;

N. 13° 10' 13" E., 340.15 ft.;

N. 76° 49' 47" W., 49.02 ft.;

N. 14° 44' 45" E., 168.14 ft.;

N 13° 07' 16" E., 60.30 ft.;

N. 13° 10' 32" E., 219.63 ft.;

S 76° 42' 42" E., 81.66 ft.;

S. 79° 43' 55" E., 151.87 ft.

S 10° 32' 58" W., 2.31 ft.;

S. 72° 57' 47" E., 86.14 ft.; thence on a curve to the left having a radius of 2564.00 ft. and having a radial of S. 63° 12' 06" E. and a length of 16.76 ft. to the point or place of BEGINNING

SCHEDULE B

LEGAL DESCRIPTION FOR THE MAIN STREET SQUARE EXPANSION PARCEL

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

BEGINNING at a point on the westerly boundary of lands now or formerly on the New York Central Railroad, Hudson Division, said point being distant from a bolt set in the face of a concrete abutment the following courses and distances:

on a curve to the left having a radius of 2542.00, a length of 18.99 ft
and a radial of S 70° 42' 45" E; thence

S 78° 45' 42" W., 85.98 ft;

said bolt being on the westerly boundary of lands now or formerly of the New York Central Railroad, Hudson Division; said bolt having a radial of S 70° 42' 45" E to the center of a curve of said westerly boundary line, said bolt also being approximately 14 ft. from the corner formed by the intersection of the westerly side of the concrete abutment and the southerly side of Main Street, thence proceed from said point of beginning the following courses and distances:

S 78° 45' 42" W., 99.93 ft.; thence

S 87° 59' 25" W., 39.37 ft.; thence

N. 13° 10' 13" E., 48.38 ft.; thence

on a curve to the left having a radius of 40.00 ft. a length of 28.80 ft.; thence

on a curve to the right having a radius of 56.00 ft. and a length of 50.29 ft.; thence

S 13° 38' 00" W., 1.03 ft.; thence

S 78° 15' 29" E., 15.11 ft.; thence

on a curve to the left having a radius of 55.00 ft. a length of 30.33 ft.; thence

on a curve to the right having a radius of 30.00 ft. a length of 23.61 ft.; thence

S 64° 43' 46" E., 54.37 ft.; thence

on a curve to the right having a radius of 30.00 ft. a length of 43.45 ft.; thence

on a curve to the left having a radius of 65.00 ft. a length of 40.63 ft. to the point or place of
BEGINNING

SCHEDULE C

LEGAL DESCRIPTION FOR THE PIERPOINTE STREET PARCEL

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

BEGINNING at a point on the westerly boundary of lands now or formerly on the New York Central Railroad, Hudson Division, said point being distant from a bolt set in the face of a concrete abutment the following courses and distances:

From said bolt on a curve to the left having a radius of 2542.00, a length of 18 99 ft. and a radial of S. 70° 42' 45" E.;

thence S. 78° 45' 42" W, 185 91 ft.;

said bolt being on the westerly boundary of lands now or formerly of the New York Central Railroad, Hudson Division; said bolt having a radial of S. 70° 42' 45" E. to the center of a curve of said westerly boundary line, said bolt also being approximately 14 ft. from the corner formed by the intersection of the westerly side of the concrete abutment and the southerly side of Main Street, thence proceed from said point of beginning the following courses and distances:

S. 13° 10' 13" W, 263 07 ft.; thence on a curve to the left having a radius of 30.00 ft. a length of 47 09 ft.; thence

S. 76° 45' 47" E, 89 77 ft.; thence on a curve to the left having a radius of 2582.00 ft. a length of 84.16 ft. and a radial of S. 79° 27' 06" E.; thence

N. 76° 45' 47" W, 124 21 ft.; thence

N. 12° 08' 19" E, 46 03 ft.; thence

N. 29° 08' 45" W, 42 40 ft.; thence on a curve to the left having a radius of 36.00 ft. a length of 26 58 ft.; thence

N. 13° 10' 13" E, 265 11 ft.; thence

N. 87° 59' 25" E, 39 37 ft. to the point or place of BEGINNING

SCHEDULE D-1

LEGAL DESCRIPTION FOR THE VAN DER DONCK STREET PARCEL

ALL that plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, situated immediately to the east and northeast of lands designated in the Yonkers Downtown Waterfront Master Plan as Parcel "E" and extending from the northerly right of way line of Main Street to the southerly side of the Saw Mill River outlet to the Hudson River, and being more particularly bounded and described as follows:

BEGINNING at a point on the westerly boundary of lands now or formerly on the New York Central Railroad, Hudson Division, said point being distant from a bolt set in the face of a concrete abutment the following courses and distances;

N. 70° 33' 29" W., 22.00 ft.; thence

on a curve to the right having a radius of 2564.00 a length of 58.43 ft. and a radial of S. 70° 42' 40" E.,

said bolt being on the westerly boundary of lands now or formerly of the New York Central Railroad, Hudson Division; said bolt having a radial of S 70° 42' 45" E to the center of a curve of said westerly boundary line, said bolt also being approximately 14 ft. from the corner formed by the intersection of the westerly side of the concrete abutment and the southerly side of Main Street, thence proceed from said point of beginning the following courses and distances:

on a curve to the right having a radius of 2564.00 ft. a length of 277.64 ft. and a radial of S. 69° 24' 20" E.; thence

N. 72° 57' 47" W. 38.31 ft.; thence

on a curve to the left having a radius of 4188.91 ft. a length of 259.33 ft. and a radial of S. 69° 39' 59" E.; thence

on a curve to the right having a radius of 20.00 ft. and a length of 18.23 ft.; thence

S. 64° 43' 46" E., 31.58 ft.; thence

N. 70° 34' 06" E., 4.75 ft. to the point or place of BEGINNING.

SCHEDULE D

LEGAL DESCRIPTION FOR PARCEL E

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

Beginning at a point which is distant N. 70° 33' 29" W., 22.00 feet and N. 22° 52' 41" W., 74.09 ft. from a brass bolt set in the face of a concrete abutment wall, said bolt being on the westerly boundary of lands now or formerly of the New York Central Railroad, Hudson Division; said bolt having a radial of S. 70° 42' 45" E. to the center of a curve of said westerly boundary line, said bolt also being approximately 14 ft. from the corner formed by the intersection of the westerly side of the concrete abutment wall and the southerly side of Main Street, thence proceed the following courses and distances:

N. 61° 34' 51" W., 140.58 ft. to a curve to the right having a radius of 30.00 ft. a length of 39.13 ft.;

N. 13° 09' 23" E., 179.69 ft.;

S. 78° 51' 44" E., 217.31 ft. to a curve to the left having a radius of 4188.91 ft., a length of 238.82 ft. and a radial of S. 66° 56' 50" E., continue on a reverse curve to the right having a radius of 20.00 ft. and a length of 34.43 ft. to the point or place of BEGINNING.

SCHEDULE E

LEGAL DESCRIPTION FOR PARCEL F

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

Beginning at a point which is distant, on a curve to the left having a radius of 2542.00 ft and a length of 18.99 ft., from a brass bolt set in the face of a concrete abutment wall, said bolt being on the westerly boundary of lands now or formerly of the New York Central Railroad, Hudson Division; said bolt having a radial of S. 70° 42' 45" E to the center of a curve of said westerly boundary line, said bolt also being approximately 14 ft from the corner formed by the intersection of the westerly side of the concrete abutment wall and the southerly side of Main Street, thence proceed the following courses and distances:

On a compound curve to the left having a radius of 2542.00 ft and a length of 370.50 ft.;

N. 76° 45' 47" W., 129.55 ft. to a curve to the right having a radius of 30.00 ft. a length of 47.09 ft.;

N 13° 10' 13" E., 263.07 ft.;

N 78° 45' 42" E. 185.91 ft. to the point or place of BEGINNING

SCHEDULE F

PARCEL J FOUNDATION EASEMENT LOCATIONS

[All capitalized words used herein have the same meanings as in the
Declaration of Easement to which this Schedule is attached]

The Foundation Easement Locations adjacent to Parcel E consist of the area extending two and one-half (2½) feet northerly and westerly into Parcel J from and along the entire northerly and westerly property lines of Parcel E, said property lines being included and identified in the metes and bounds description of Parcel E attached to this Declaration of Easement as Schedule D thereof

SCHEDULE F-1

VAN DER DONCK STREET PARCEL FOUNDATION EASEMENT LOCATIONS

[All capitalized words used herein have the same meanings as in the
Declaration of Easement to which this Schedule is attached.]

The Foundation Easement Locations adjacent to Parcel E also include the area extending two and one-half (2½) feet easterly into the Van Der Donck Street Parcel from and along the entire easterly property line of Parcel E, said property line being included and identified in the metes and bounds description of Parcel E attached to this Declaration of Easement as Schedule D thereof

SCHEDULE G

MAIN AND PIERPOINTE FOUNDATION EASEMENT LOCATIONS

[All capitalized words used herein have the same meanings as in the
Declaration of Easement to which this Schedule is attached]

The Foundation Easement Locations adjacent to Parcel F consist of the area extending two and one-half (2½) feet in a northerly and westerly direction into the Main Street Square Expansion Parcel from and along the entire northwesterly property line of Parcel F, and in a westerly and southerly direction into the Pierpointe Street Parcel from and along the entire westerly and southerly property lines respectively, of Parcel F, said property lines being included and identified in the metes and bounds description attached to this Declaration of Easement as Schedule E thereof

SCHEDULE H

PARCEL J AIR RIGHTS EASEMENT LOCATIONS

[All capitalized words used herein have the same meanings as in the Declaration of Easement to which this Schedule is attached]

The Air Rights Easement Locations adjacent to Parcel E consist of the air rights space extending three (3) feet in a northerly and westerly direction horizontally into Parcel J from and along the entire northerly and westerly property lines of Parcel E (said property line of Parcel E being included and identified in the metes and bounds description attached to the Declaration of Easement as Schedule D thereof), above a certain plane at the elevation of twenty-three (23) feet above 0' 00" in USGS National Geodetic Vertical Datum of 1929 and below a certain plane at the elevation of ninety-one and one-half (91½) feet above 0' 00" in USGS National Geodetic Vertical Datum of 1929.

SCHEDULE I

MAIN AND PIERPOINTE AIR RIGHTS EASEMENT LOCATIONS

[All capitalized words used herein have the same meanings as in the Declaration of Easement to which this Schedule is attached]

The Air Rights Easement Locations adjacent to Parcel F consist of the air rights space extending three (3) feet in a northerly and westerly direction horizontally into the Main Street Square Expansion Parcel from and along the entire northwesterly property line property line of Parcel F, and in a westerly and southerly direction into the Pierpointe Street Parcel from and along the entire westerly and southerly property lines of Parcel F (said property lines of Parcel F being included and identified in the metes and bounds description attached to the Declaration of Easement as Schedule E thereof), above a certain plane at the elevation of twenty-three (23) feet above 0' 00" in USGS National Geodetic Vertical Datum of 1929, and below a certain plane at the elevation of ninety-one and one-half (91½) feet above 0' 00" in USGS National Geodetic Vertical Datum of 1929