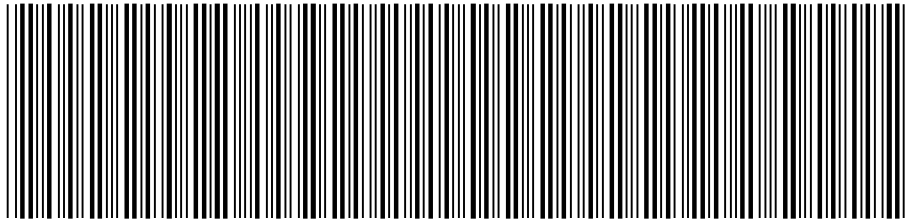


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2008032701294001001EF044

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 24

Document ID: 2008032701294001

Document Date: 03-06-2008

Preparation Date: 03-27-2008

Document Type: SUNDRY AGREEMENT

Document Page Count: 22

PRESENTER:

CHARLES S. WARREN
KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
212-715-9100
cwarren@kramerlevin.com

RETURN TO:

CHARLES S. WARREN
KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
212-715-9100
cwarren@kramerlevin.com

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	17	21	Partial Lot	N/A 50TH AVENUE

Property Type: APARTMENT BUILDING

Borough	Block	Lot	Unit	Address
QUEENS	17	28	Partial Lot	2-01 50TH AVENUE

Property Type: APARTMENT BUILDING

x Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

QUEENS WEST DEVELOPMENT CORPORATION
NEW YORK STATE URBAN DEVELOPMENT
CORPORATION D/B/A, 633 THIRD AVENUE
NEW YORK, NY 10017

FEES AND TAXES

Mortgage			Filing Fee:	
Mortgage Amount:	\$	0.00		\$ 0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	
Exemption:				\$ 0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$	0.00		\$ 0.00
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
Additional MRT:	\$	0.00		
TOTAL:	\$	0.00		
Recording Fee:	\$	153.00		
Affidavit Fee:	\$	0.00		



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 04-02-2008 11:01

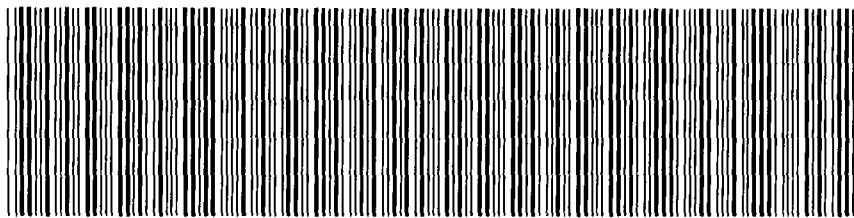
City Register File No.(CRFN):

2008000131067

Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2008032701294001001CF2C4

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 24

Document ID: 2008032701294001

Document Date: 03-06-2008

Preparation Date: 03-27-2008

Document Type: SUNDRY AGREEMENT

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	17	9021	Partial Lot	N/A 50TH AVENUE
Property Type: OTHER				

DECLARATION of COVENANTS and RESTRICTIONS

THIS DECLARATION of Covenants and Restrictions is made as of the 6th day of March, 2008, by the Queens West Development Corporation (the "Corporation"), a subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development Corporation, which is a corporate governmental agency of the State of New York constituting a public benefit corporation and a political subdivision thereof and having an office at 633 Third Avenue, New York, New York 10017.

WITNESSETH

WHEREAS, the Corporation is the owner of a parcel of property in Long Island City, New York, commonly known as a portion of Parcel 11 of the Queens West Waterfront Development Project comprised of Section 1, Block 17, part of Lots 21, 28 and 9021 on the Borough of Queens Tax Assessor's Map, as more particularly bounded and described in Appendix A annexed hereto and made a part hereof (the "Controlled Property");

WHEREAS, the Corporation has authorized the participation of Avalon Riverview I LLC (hereinafter referred to as the "Volunteer"), as the ground lessee of Block 17, part of Lots 21, 28 and 9021 in the New York State Department of Environmental Conservation's (the "Department's") Voluntary Cleanup Program with respect to Parcel 11;

WHEREAS, Parcel 11, which includes the Controlled Property, is the subject of a Voluntary Cleanup Agreement, effective May 31, 2002 (Index Number: D2-0003-00-09; Site Number V00194B), by Avalon Riverview I LLC, as the ground lessee of Parcel 11 (hereinafter referred to as the "Volunteer") and the Department (the "Voluntary Cleanup Agreement");

WHEREAS, subject to and in accordance with the Voluntary Cleanup Agreement, the Department approved the Remediation Plan for Parcel 11, dated August 1998, prepared by AKRF Engineering P.C. and attached to the Voluntary Cleanup Agreement as Exhibit B (such Plan is hereinafter referred to as the "Remediation Plan");

WHEREAS, the Remediation Plan contemplates the possibility of ongoing operation, monitoring and maintenance of engineering controls so that the selected remedy be protective of human health and the environment;

WHEREAS, the Department approved the Parcel 11 Site Management Plan dated June 2007, prepared by AKRF Engineering P.C. (said Site Management Plan, as the same may be amended and approved by the Relevant Agency, as defined below, the "Site Management Plan"); and

WHEREAS, this Declaration of Covenants and Restrictions sets forth those required restrictive covenants necessary to ensure implementation of the Site Management Plan;

NOW, THEREFORE, the Corporation, for itself and its successors and assigns, covenants and agrees as follows:

1. The Controlled Property is hereby made subject to this Declaration of Covenants and Restrictions.

2. Unless the prior written approval of the Department is first obtained or, if the Department shall no longer exist or no longer have jurisdiction with respect to the enforcement of this Declaration of Covenants and Restrictions, the prior written approval of any New York State (the "State") agency or agencies whose purpose shall be to protect the environment of the State and the health of the State's citizens (the "Relevant Agency") is first obtained:

- a. The Controlled Property may be used for restricted-residential use (as defined in 6 Codes Rules and Regulations of the State of New York ("NYCRR") Section 375-1.8(g)(2)(ii)), provided the long-term engineering and institutional controls in the Site Management Plan are employed.
- b. The Controlled Property may not be used for a less restrictive use than restricted-residential, i.e., residential or unrestricted (as such terms are defined in 6 NYCRR Section 375-1.8(g)(1)(i) and (2)(i)), without an amendment or termination of this Declaration of Covenants and Restrictions.
- c. Vegetable gardens are prohibited on the Controlled Property, with the exception of those located entirely above the composite cover system and separated from the Residuals Management Zone by a high density polyethylene (HDPE) liner or equivalent approved by the Relevant Agency.
- d. Farming is prohibited on the Controlled Property.
- e. Engineering controls must be operated and maintained as specified in the Site Management Plan and may not be discontinued or modified without an amendment of the Site Management Plan (approved by the Relevant Agency) or the termination of this Declaration of Covenants and Restrictions.
- f. A composite cover system consisting of the concrete covered sidewalks, clean fill cover in landscaped areas and concrete building slabs must be maintained, inspected and certified at a frequency and in a manner specified in the Site Management Plan.
- g. All data and information pertinent to site management for the Controlled Property must be reported at the frequency and in a manner specified in the Site Management Plan.
- h. All future activities on the Controlled Property that will disturb residual contaminated material are prohibited unless such activities are conducted in accordance with the soil management provisions in the Site Management Plan.
- i. The use of the groundwater underlying the Controlled Property is prohibited without treatment rendering it safe for the intended purpose.

3. This Declaration of Covenants and Restrictions is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Controlled Property. The Corporation, its successors and assigns consent to the enforcement by the Relevant Agency of the restrictive covenants set forth herein and hereby covenant not to contest the authority of the Relevant Agency to seek such enforcement.

4. Any deed conveying all or a portion of the Controlled Property shall recite that the said conveyance is subject to this Declaration of Covenants and Restrictions.

5. It shall be a condition of this Declaration of Covenants and Restrictions that any owner of the Controlled Property or Volunteer may, upon not less than thirty (30) days written notice to each of the owners of record of the Controlled Property and each of the Volunteers, petition the Relevant Agency to modify or terminate this Declaration of Covenants and Restrictions provided that such party certifies that written notice was provided to each owner of record and Volunteer and that human health and the environment will continue to be protected notwithstanding such modification or termination. If all or any portion of the Controlled Property, any improvement thereon or any interest in the Controlled Property or any improvement thereon is subjected to a condominium regime, no condominium owner may separately exercise any rights hereunder and no condominium owner shall be entitled to receive notices pursuant hereto, it being the intent of the Corporation that only the board of managers of the condominium shall be deemed an owner pursuant to the terms hereof and be entitled to notices hereunder.

6. Enforcement.


- a. This Declaration of Covenants and Restrictions is enforceable in law or equity in perpetuity by the Relevant Agency against any owner of the Controlled Property and any ground lessee, by the Corporation or any subsequent owner against any ground lessee or other owner, and by any ground lessee against any owner or other ground lessee. 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 Declaration of Covenants and Restrictions 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. In the event that the Relevant Agency, any owner or any ground lessee becomes aware of a breach or suspected breach of the terms of this Declaration of Covenants (hereinafter the "Notifying Party"), it shall notify the parties in breach or suspected breach (collectively hereinafter, the "Breaching Parties") of the nature of the breach or suspected breach. Such notice shall be in writing and except in the case of notice by the Relevant Agency shall set forth how the Breaching Parties can cure such breach or suspected breach and give the Breaching Parties 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 the Notifying Party, the Notifying Party shall notify the Breaching Parties of any failure to adequately cure the breach or suspected breach. The Breaching Parties shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, the Notifying Party may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Declaration of Covenants and Restrictions in accordance with applicable law to require compliance with the terms of this Declaration of Covenants and Restrictions. With respect to any enforcement action brought by the Relevant Agency, the cure provisions set forth herein shall not apply, and nothing contained herein shall limit or otherwise restrict enforcement of this Declaration of Covenants and Restrictions by the Relevant Agency under applicable law.

- c. The failure of the Relevant Agency, the Corporation, any subsequent owner or any ground lessee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Declaration of Covenants and Restrictions.

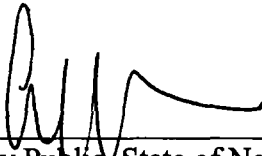
IN WITNESS WHEREOF, the Corporation has executed this instrument as of the day first set forth above.

QUEENS WEST DEVELOPMENT
CORPORATION

By: 
Name: Paul Januszewski
Title: President

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

On the 6th day of March; in the year 2008, before me, the undersigned, personally appeared Paul Januszewski, personally known to me who, being duly sworn, did depose and say that he resides at 143 Coles St., Jersey City, NJ, 07302 and that he is the President of QUEENS WEST DEVELOPMENT CORPORATION, the corporation described in and which executed the above instrument; and that he signed his name thereto by the authority of the board of directors of said corporation.



Notary Public, State of New York

SIMON WYNN
Notary Public, State of New York
No. 02WY4792002
Qualified in New York County
Commission Expires Aug. 31, 2009



Appendix A

Metes and Bounds Description of the Controlled Property

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

BEGINNING at a point on the southerly side of 49th Avenue (60 feet wide) distant 550.42 feet westerly from the corner formed by the intersection of the southerly side of 49th Avenue with the westerly side of 5th Street (60 feet wide);

RUNNING THENCE South 14 degrees 42 minutes 55 seconds East, 62.00 feet to a point;

RUNNING THENCE North 75 degrees 17 minutes 05 seconds East, 49.09 feet to a point;

RUNNING THENCE South 14 degrees 42 minutes 55 seconds East, 4.00 feet to a point;

RUNNING THENCE North 75 degrees 17 minutes 05 seconds East, 52.66 feet to a point;

RUNNING THENCE North 14 degrees 42 minutes 55 seconds West, 4.00 feet to a point;

RUNNING THENCE North 75 degrees 17 minutes 05 seconds East, 48.67 feet to a point;

RUNNING THENCE South 14 degrees 42 minutes 55 seconds East, 137.99 feet to the northerly side of 50th Avenue (60 feet wide);

RUNNING THENCE South 75 degrees 17 minutes 05 seconds West, along the northerly side of 50th Avenue, 286.41 feet to a point of curvature;

RUNNING THENCE northwesterly and northerly along a curve bearing to the right having a radius of 20.00 feet an arc length of 43.32 feet to a point of tangency;

RUNNING THENCE North 19 degrees 22 minutes 59 seconds East along the easterly side of Center Boulevard (100 feet wide), 167.06 feet to a point of curvature;

RUNNING THENCE northerly along the easterly side of Center Boulevard along a curve bearing to the left having a radius of 1650.00 feet an arc length of 36.49 feet to the southerly side of 49th Avenue;

RUNNING THENCE easterly along the southerly side of 49th Avenue North 75 degrees 17 minutes 05 seconds East, 38.78 feet to the point or place of BEGINNING.

ALL BEING the same plot, piece or parcel of land shown on the Survey dated 8-1-00 (Survey No. 55646) by Montrose Surveying Co., LLP.

N: 210244.952
E: 995633.952

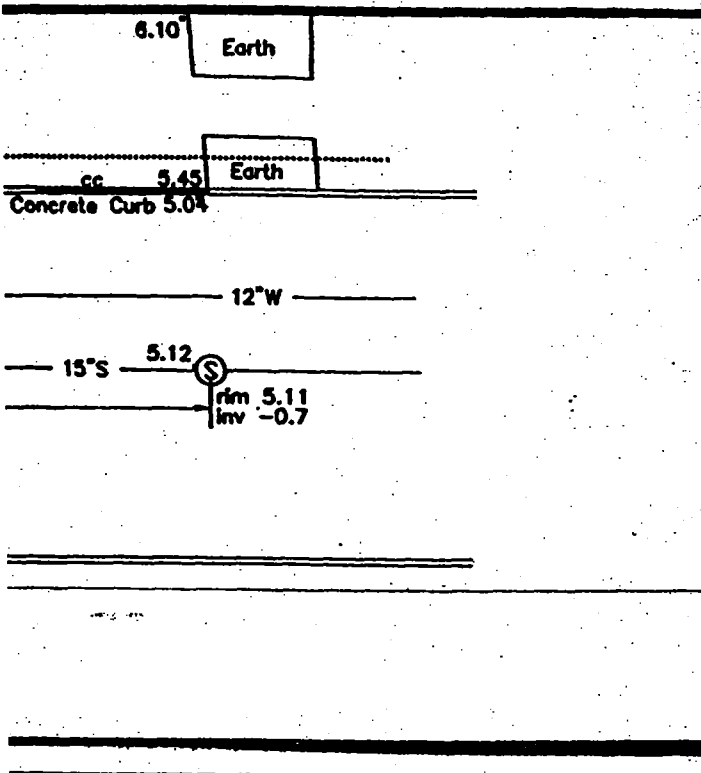
N: 210174.495
E: 995911.555

4

TOTAL PARCEL AREA = 50,962 SQ. FT.
OR 1.16993 ACRES

GENERAL NOTES

1. ELEVATIONS AND ESTABLISHED GRADES SHOWN HEREON REFER TO THE BOROUGH OF QUEENS TOPOGRAPHICAL BUREAU DATUM WHICH IS 2.725 FEET ABOVE MEAN SEA LEVEL DATUM.
2. ESTABLISHED GRADES SHOWN HEREON REFER TO TOP OF CURB. IF ESTABLISHED GRADES VARY SUBSTANTIALLY WITH EXISTING ELEVATIONS CONSULT WITH THE HIGHWAY DEPARTMENT BEFORE DESIGNING IMPROVEMENTS.
3. SIZES AND LOCATIONS OF WATER MAINS SHOWN HEREON AS SUPPLIED BY THE DEPARTMENT OF WATER SUPPLY, BOROUGH OF QUEENS. LOCATIONS OF WATER SUPPLY MANHOLES, HYDRANTS AND WATER VALVES AS OBTAINED FROM FIELD MEASUREMENT.
4. SIZES AND TYPES OF SEWERS SHOWN HEREON AS OBTAINED FROM THE BOROUGH OF QUEENS SEWER DEPARTMENT RECORDS. SEWER MANHOLE RIM AND INVERT ELEVATIONS SHOWN HEREON OBTAINED BY FIELD MEASUREMENTS UNLESS INDICATED (*) WHICH DENOTES INVERT INACCESSIBLE OR MANHOLE NOT FOUND IN FIELD. INFORMATION SHOWN IN THIS MANNER IS AS OBTAINED FROM THE BOROUGH OF QUEENS SEWER DEPARTMENT RECORDS.
5. ELECTRIC AND GAS INFORMATION SHOWN HEREON AS SUPPLIED BY THE CONSOLIDATED EDISON COMPANY OF NEW YORK.
6. TELEPHONE INFORMATION SHOWN HEREON AS SUPPLIED BY THE NEW YORK TELEPHONE COMPANY.
7. FIRE ALARM INFORMATION SHOWN HEREON AS SUPPLIED BY THE NEW YORK CITY FIRE DEPARTMENT.
8. CABLE TELEVISION INFORMATION SHOWN HEREON AS SUPPLIED BY THE CABLE VISION COMPANY OF NEW YORK.
9. LOCATIONS OF ALL UTILITIES AND SUBSTRUCTURES ARE APPROXIMATE ONLY. THE INFORMATION GIVEN ON THE SURVEY PERTAINING TO UTILITIES AND SUBSTRUCTURES IS NOT CERTIFIED AS TO ACCURACY OR COMPLETENESS. CONSULT WITH THE APPROPRIATE COMPANY OR AGENCY BEFORE DESIGNING IMPROVEMENTS.
10. THE OWNER, CONTRACTOR AND/OR HIS AGENTS MUST NOTIFY THE APPROPRIATE UTILITY COMPANIES AND/OR AGENCIES AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION IN ACCORDANCE WITH INDUSTRIAL CODE RULE 53.
11. NO EVIDENCE OF EXISTING STREAMS, CREEKS, DITCHES OR WATER COURSES ON/OR CROSSING PROPERTY SURVEYED, OTHER THAN THOSE SHOWN.
12. UTILITY INFORMATION NOT FINAL.



VG

Appendix A
Survey No. 55646 8-1-00
Page 1 of 15

DRN: VB/KM

NTROSE
YING CO., INC.
LAND SURVEYORS

RICHMOND HILL NY 11418-1090 • (718) 849-0600

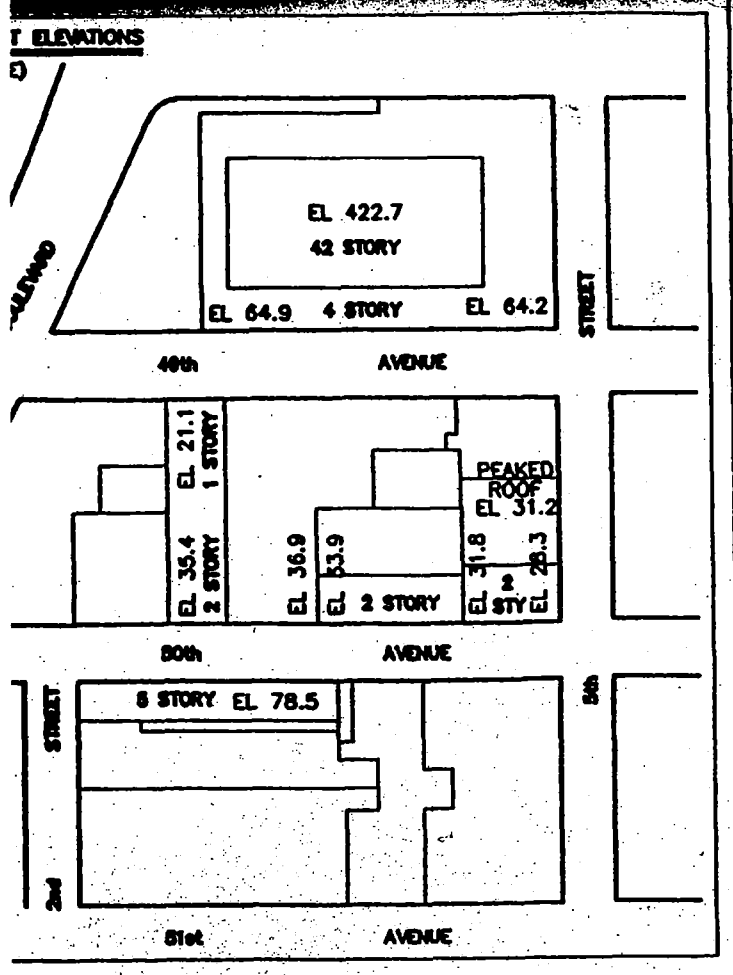
[Signature]
DIRECTOR



CITY OF NEW YORK
COUNTY OF QUEENS
TAX BLOCK 17
TAX LOTS 21,28

SCALE 1" = 16'

2



PL. EL. FLOOR ELEVATION

GP. GUARD POLE

GV. GAS VALVE

IF. IRON FENCE

INL. CATCH BASIN INLET ELEVATION

INV. SEWER INVERT ELEVATION

★ LIGHT POLE

MB. MAIL BOX

UNK. UNKNOWN MANHOLE

OF. OIL FILL

OHW. OVERHEAD WIRES

P. POLE

PAVT. PAVEMENT

PM. PARKING METER

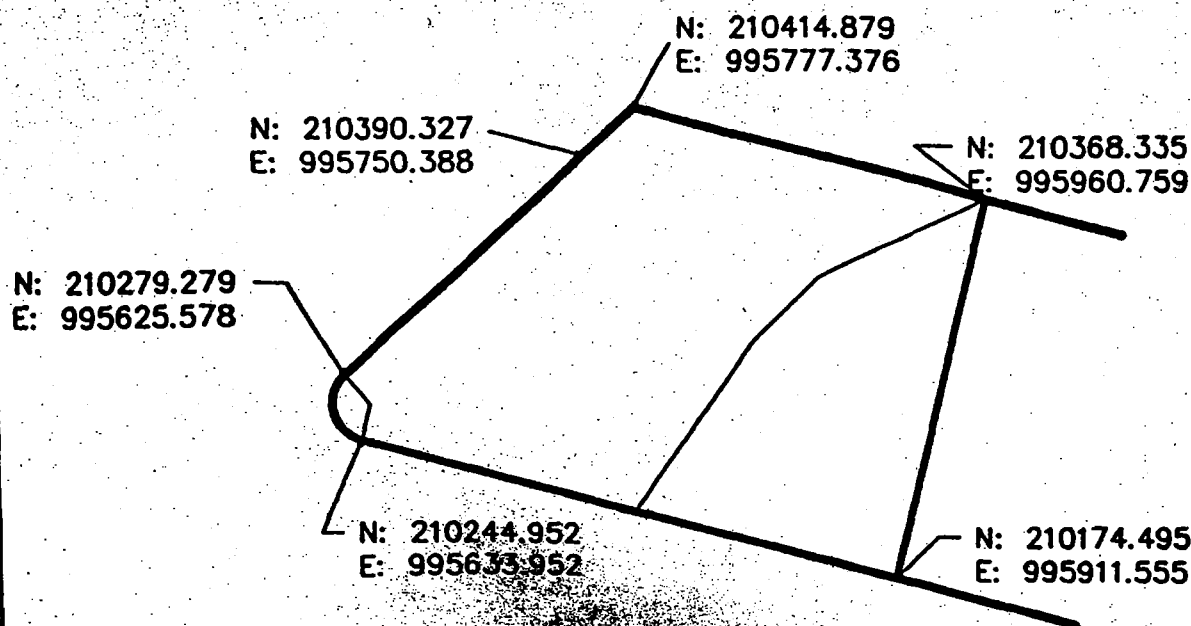
PMULT. POLE, MULTIPLE USAGE

WV.....WATER VALVE
 12"G.....GAS MAIN WITH SIZE
 12"S.....SEWER MAIN WITH SIZE (COMBINED)
 12"W.....WATER MAIN WITH SIZE
 [].....CATCH BASIN
 ① [].....ELECTRIC MANHOLE / VAULT
 ②FIRE MANHOLE
 ③GAS MANHOLE
 ④SEWER MANHOLE
 ⑤TELEPHONE MANHOLE
 ⑥WATER MANHOLE
 ⑦TRAFFIC VAULT
 [].....HYDRANT
 TB.....TREE WITH SIZE
 17.0.....ESTABLISHED GRADE

SPECIAL NOTES:

- 1) STREET LINES SHOWN HEREON AS PER CITY OF NEW YORK TOPOGRAPHICAL BUREAU ALTERATION MAP 4876
- 2) PARCEL SURVEYED LIES ENTIRELY WITHIN THE BOUNDARY OF WATER GRANT OF JONATHAN CRANE AND CHARLES ELY DATED 8-31-1853 ON BOOK 31 OF PATENT AT PAGE 229 RECORDED IN THE DEPARTMENT OF STATE, AND THE WATER GRANT TO QUEENS WEST DEVELOPMENT CORPORATION DATED 12-12-1999 ON BOOK 102 OF PATENTS AT PAGE 77 RECORDED IN THE DEPARTMENT OF STATE.

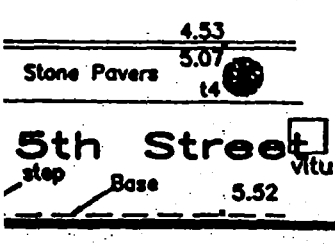
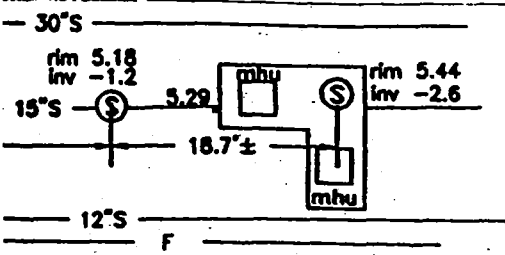
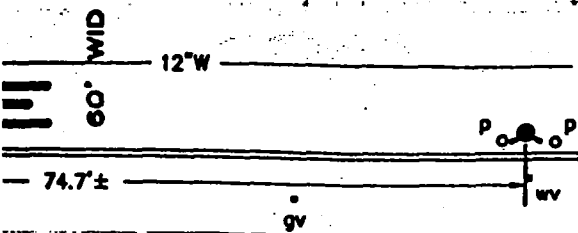
STATE PLANE COORDINATES
(NOT TO SCALE)



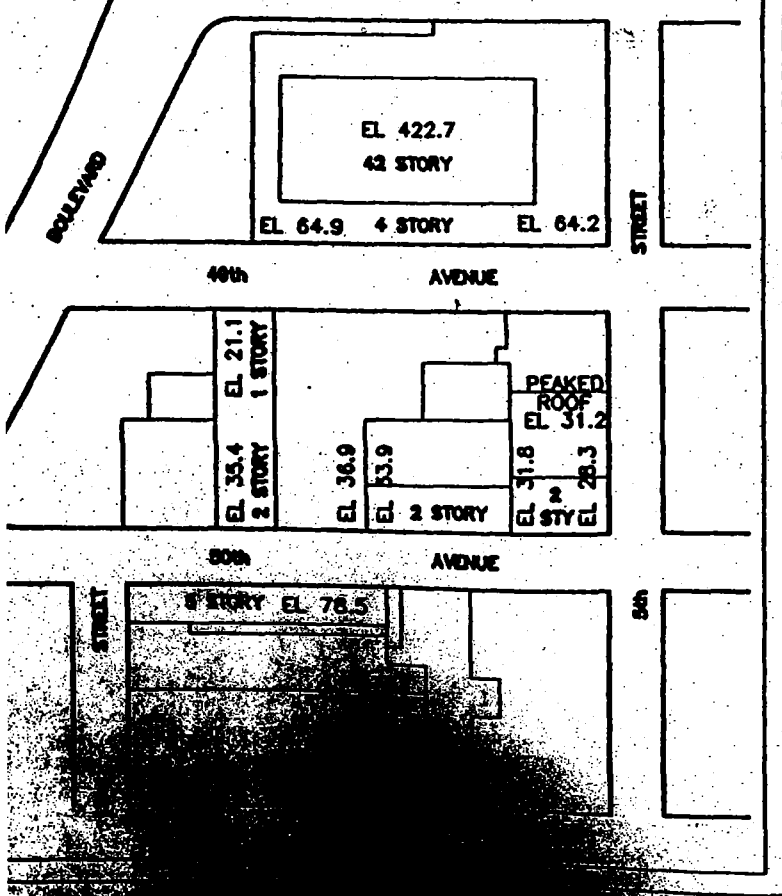
SURVEY No. 55646

55646001.CRD

55646001.DWG



ARAPET ELEVATIONS (SCALE)

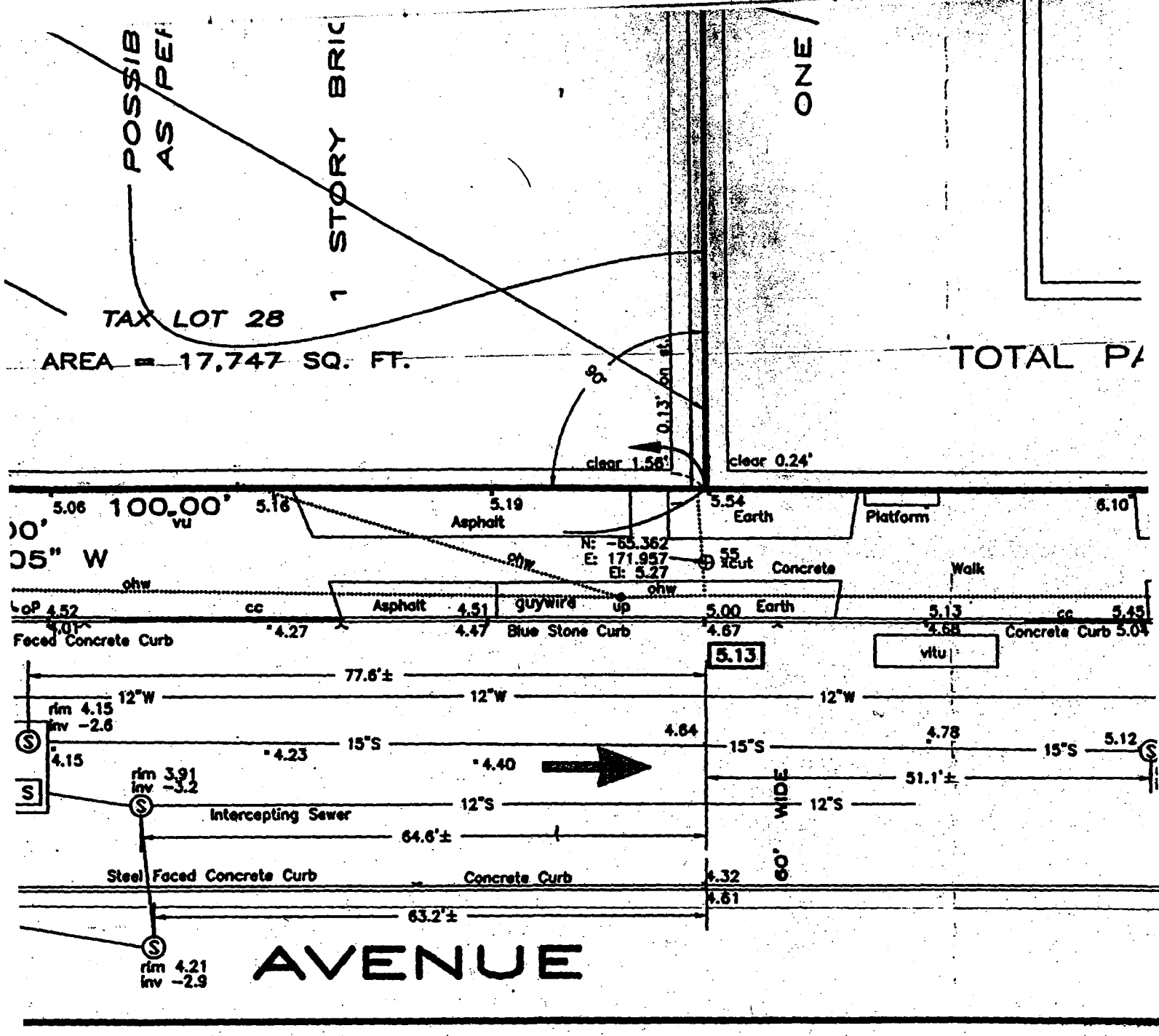


LEGEND

ASPH.....ASPHALT	PR.....PEDESTRIAN RAMP
BK.....BRICK	RET.....RETAINING
BSMT.....BASEMENT	RM.....RIM ELEVATION SEWER MANHOLE
CC.....CURB CUT	SFCR.....STEEL FACED CURB ROUND
CCR.....CONCRETE CURB ROUND	STY.....STORY
CD.....CELLAR DOOR	TB.....TOP OF BANK ELEVATION
CLF.....CHAIN LINK FENCE	TL.....TRAFFIC LIGHT
CO.....CATCH BASIN CLEAN OUT	TEL.....TELEPHONE
CONC.....CONCRETE	TP.....TREE PIT
CRF.....CHAIN ROPE FENCE	q.....TRAFFIC SIGN
CWA.....CELLAR WINDOW AREA	TW.....ELEVATION AT TOP OF WALL
DR.....DRAIN	UP.....UTILITY POLE
EL.....ELEVATION	VU.....VALVE UNKNOWN
FAB.....FIRE ALARM BOX	VLTU.....VAULT UNKNOWN
FC.....FILL CAP	VP.....VENT PIPE
FL EL.....FLOOR ELEVATION	WV.....WATER VALVE
GP.....GUARD POLE	12" G.....GAS MAIN WITH SIZE
GV.....GAS VALVE	12" S.....SEWER MAIN WITH SIZE (COMBINED)
IF.....IRON FENCE	12" W.....WATER MAIN WITH SIZE
IN.....CATCH BASIN INLET ELEVATION	CB.....CATCH BASIN
INV.....SEWER INVERT ELEVATION	① E.....ELECTRIC MANHOLE / VAULT
LP.....LIGHT POLE	②.....FIRE MANHOLE
MB.....MAIL BOX	③.....GAS MANHOLE
MHU.....UNKNOWN MANHOLE	④.....SEWER MANHOLE
OF.....OR, FILL	⑤.....TELEPHONE MANHOLE
OHW.....OVERHEAD WIRES	⑥.....WATER MANHOLE
P.....POLE	TV.....TRAFFIC VAULT
PAVT.....PAVEMENT	HY.....HYDRANT
PM.....PARKING METER	TB.....TREE WITH SIZE
PAULT.....POLE, MULTIPLE USAGE	17.0.....ESTABLISHED GRADE

SPECIAL NOTES:

- 1) STREET LINES SHOWN HEREON AS PER CITY OF NEW YORK TOPOGRAPHICAL BUREAU ALTERATION MAP 4876
- 2) PARCEL SURVEYED LIES ENTIRELY WITHIN THE BOUNDARY OF WATER GRANT OF JONATHAN CRANE AND CHARLES ELY DATED 8-31-1853 ON BOOK 31 OF PATENT AT PAGE 229 RECORDED IN THE DEPARTMENT OF STATE, AND THE WATER GRANT TO QUEENS WEST DEVELOPMENT CORPORATION DATED 12-12-1999 ON BOOK 102 OF PATENTS AT PAGE 77 RECORDED IN THE DEPARTMENT OF STATE.



5 STORY BRICK AND STONE BUILDING

Appendix A
Survey No. 55646 8-1-00
Page 4 of 15

DESCRIPTION	ck	dm
GRAPHICAL SURVEY	M2	
REVISED		
VISION ADDED		
ENDED (SUB-PARCEL "B" ADDED)		
ENDED (SUB-PARCEL "C" ADDED)		
ASED (SUB-PARCELS "A & B")		
ION DIMENSIONS ADDED		

UNAUTHORIZED ALTERATION OR ADDITION
TO THIS SURVEY IS A VIOLATION OF
SECTION 7309 OF THE NEW YORK STATE
EDUCATION LAW

ONLY COPIES FROM THE ORIGINAL OF
THIS SURVEY MARKED WITH AN ORIGINAL
OF THE LAND SURVEYOR'S BRASS SEAL
OR HIS BRASS SEAL SHALL BE
CONSIDERED TO BE VALID TRUE COPIES

CERTIFICATIONS INDICATED HEREON SHALL
RUN ONLY TO THE PERSON FOR WHOM THE
SURVEY IS PREPARED AND ON HIS BEHALF
TO THE TITLE COMPANY, GOVERNMENTAL
AGENCY AND LENDING INSTITUTION USED
HEREON, AND TO THE AGENTS OF THE
LENDING INSTITUTION. CERTIFICATIONS
ARE NOT TRANSFERABLE TO ADDITIONAL
INSTITUTIONS OR SUBSEQUENT OWNERS.

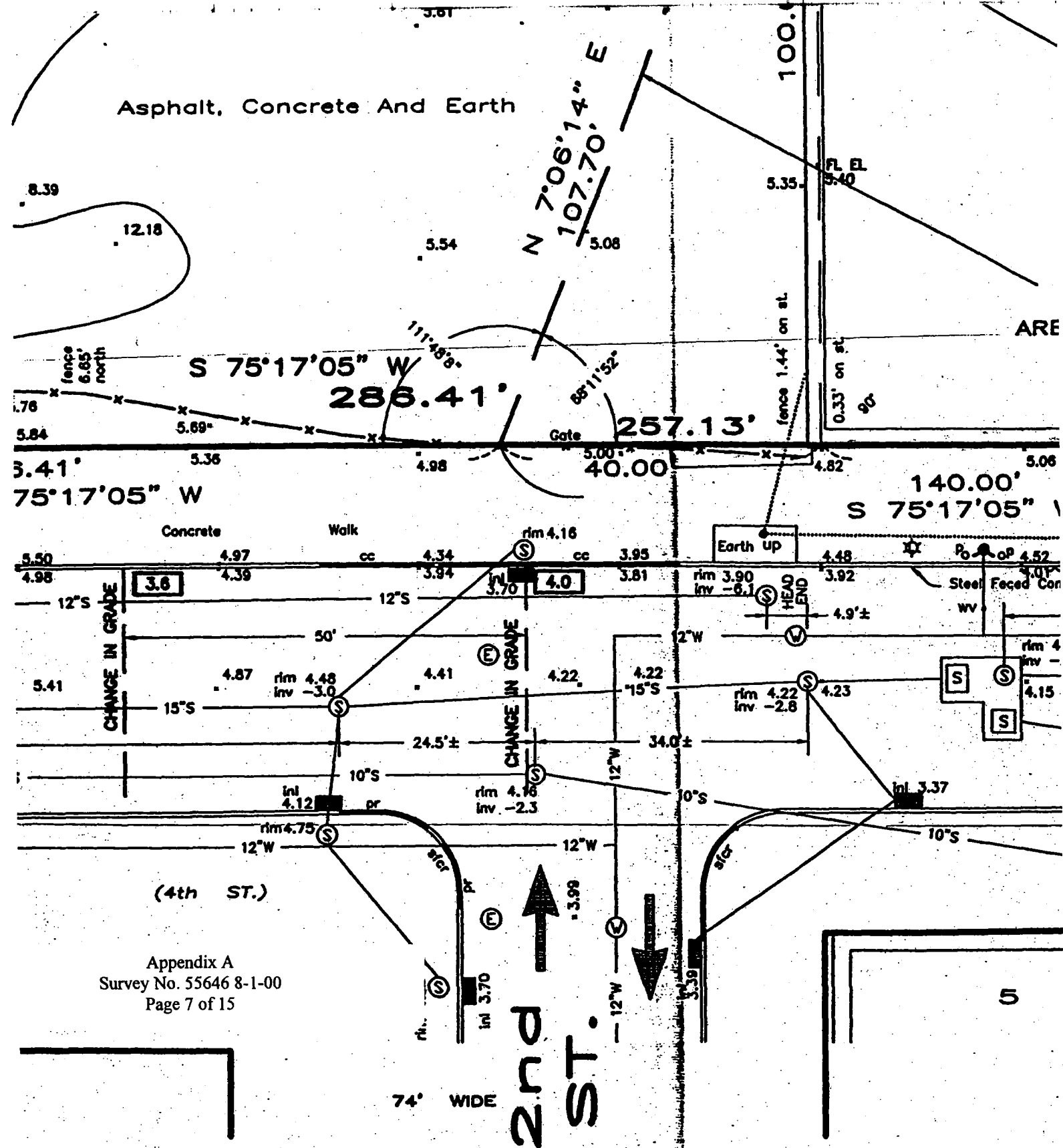
MONTR
SURVEYING CO
CITY & LAND SURV

116 20 METROPOLITAN AVE • RICHMOND HILL NY 11411

Samuel J. [Signature]

[illegible]

Asphalt, Concrete And Earth



REV	DATE	DESCRIPTION	ck	dm	REV	DATE	DESCRIPTION
G	---	LOCAL COORDINATES FOR CROSS CUTS ADDED				9-18-99	TOPOGRAPHIC/
H	---	BEARINGS AND WATER GRANT REFERENCE ADDED			A	---	REVIS
I	---	ADDITIONAL WATER GRANT REFERENCE ADDED			B	---	SUBDIVISION
J	---	CERTIFICATION AND LIMITING PLANE ADDED			C	---	SUBDIVISION AMENDED
K	---	TENTATIVE TAX LOTS ADDED			D	---	SUBDIVISION AMENDED
L	8-1-00	SURVEY UPDATED			E	---	SUBDIVISION REVISED
M	---	CERTIFICATIONS ADDED			F	---	SUBDIVISION D

109.20
N 75°17'05" E

5.77 5.98
TENTATIVE TAX LOT 29
SUB-PARCEL "A"
AREA 9,537 SQ. FT

62' 7.15 5.95
TAX LOT 21
AREA = 33,215 SQ. FT.

8.17 8.03 29.75 8.29 90°0' 78.84 49.09' 5.54 96°
LONG ISLAND RAILROAD
METROPOLITAN TRANSIT AUTHORITY
NO. 7 (STEINWAY TUNNEL) LINE
(SUBSURFACE EASEMENT)
VE ELEVATIONS -29.0 ON THE EAST AND -40.0 ON THE WEST
BOVE RAILS AS SURVEYED BY GEOD ON 4/19/00

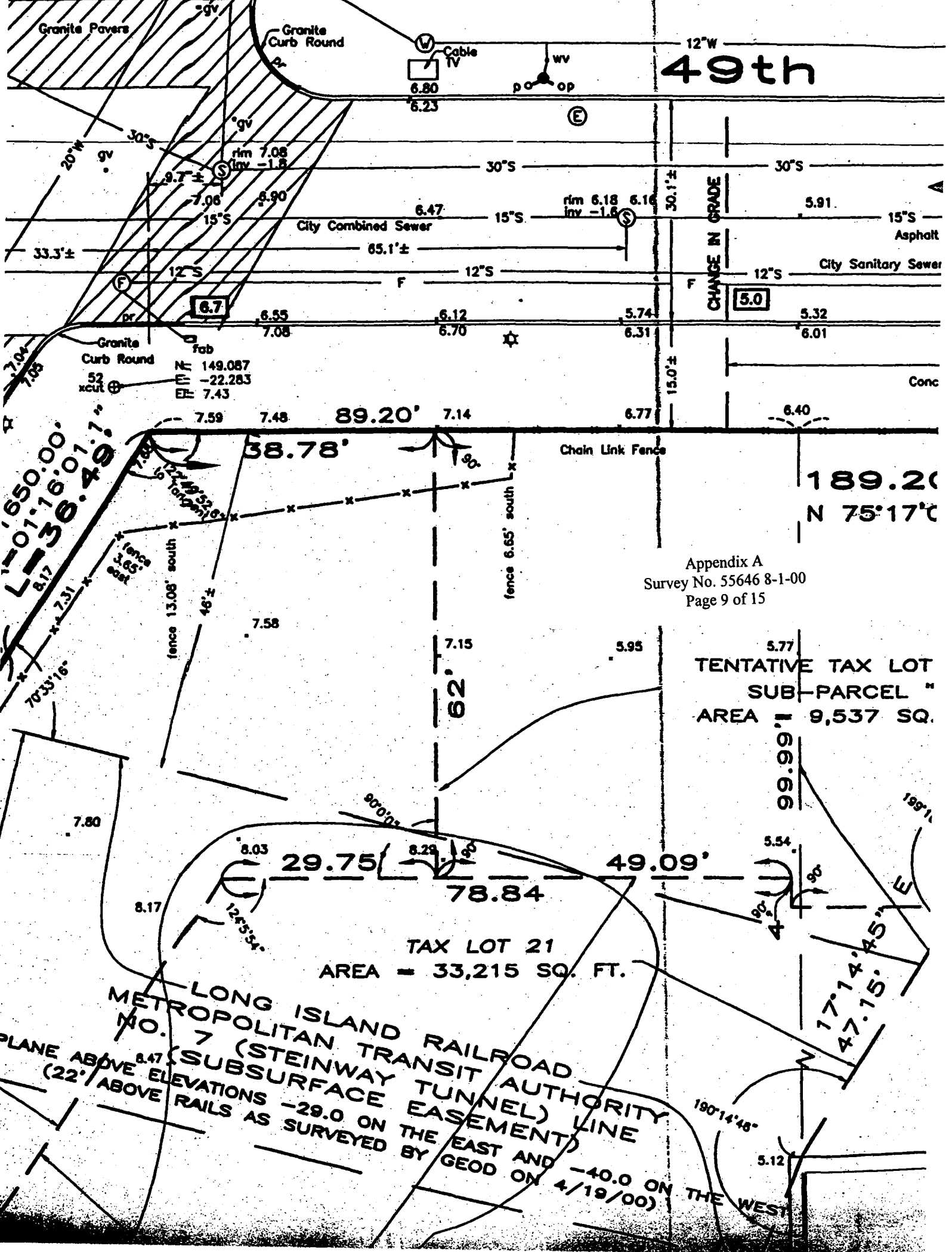
12°53'4" 17°14'45" 47°15'45" 199°16'16" 5.44 5.50 5.32 40°22' 5.17 190°14'48" 5.12 27°18'8" 199.99' 100.20' 100.00' 5.31 5.35 FL EL 5.40
And Debris
TENTATIVE TAX LOT 28
SUB-PARCEL "C"
AREA = 30,898 SQ. FT

Appendix A
Survey No. 55646 8-1-00
Page 8 of 15

15.18 5.43 5.47 5.26 5.61 5.54
Asphalt, Concrete And Earth

N 7°06'14" E
107°70' E 5.08

POSSIBLE EASEMENT



12"W
49th

CHANGE IN GRADE

Appendix A
Survey No. 55646 8-1-00
Page 9 of 15

TENTATIVE TAX LOT
SUB-PARCEL "
AREA 9,537 SQ.

TAX LOT 21
AREA = 33,215 SQ. FT.

LONG ISLAND RAILROAD
METROPOLITAN TRANSIT AUTHORITY
NO. 7 (STEINWAY TUNNEL) EASEMENT
PLANE ABOVE ELEVATIONS -29.0 ON THE EAST AND -40.0 ON THE WEST
(22' ABOVE RAILS AS SURVEYED BY GEOD ON 4/19/00)

36° Storm

8.32

1

2

is /

1

4.

1

9.

—

1

/

7

1

1

7.92
TENTATIVE TAX LOT 20
SUB-PARCEL "B"
AREA = 10.527 SQ. FT
7.69
8.27
1.37

~~LIMITING PL~~
41.82

N: -19.538
E: -136.133
E: 8.74

R=20.00° 6:35
A=124°06'53.7"
L=43.32'

24.35

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6.54 5.98 9
5.96 Concrete Curb 5.44

12" S

Appendix A
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BOULEVARD

MAP NO. 4876

36" Storm Sewer

12" Sanitary Sewer

Pavement

CHANGE IN GRADE

Granite Curb

Concrete

Walk

Stone Pavers

Granite Pavers

Granite Curb Round

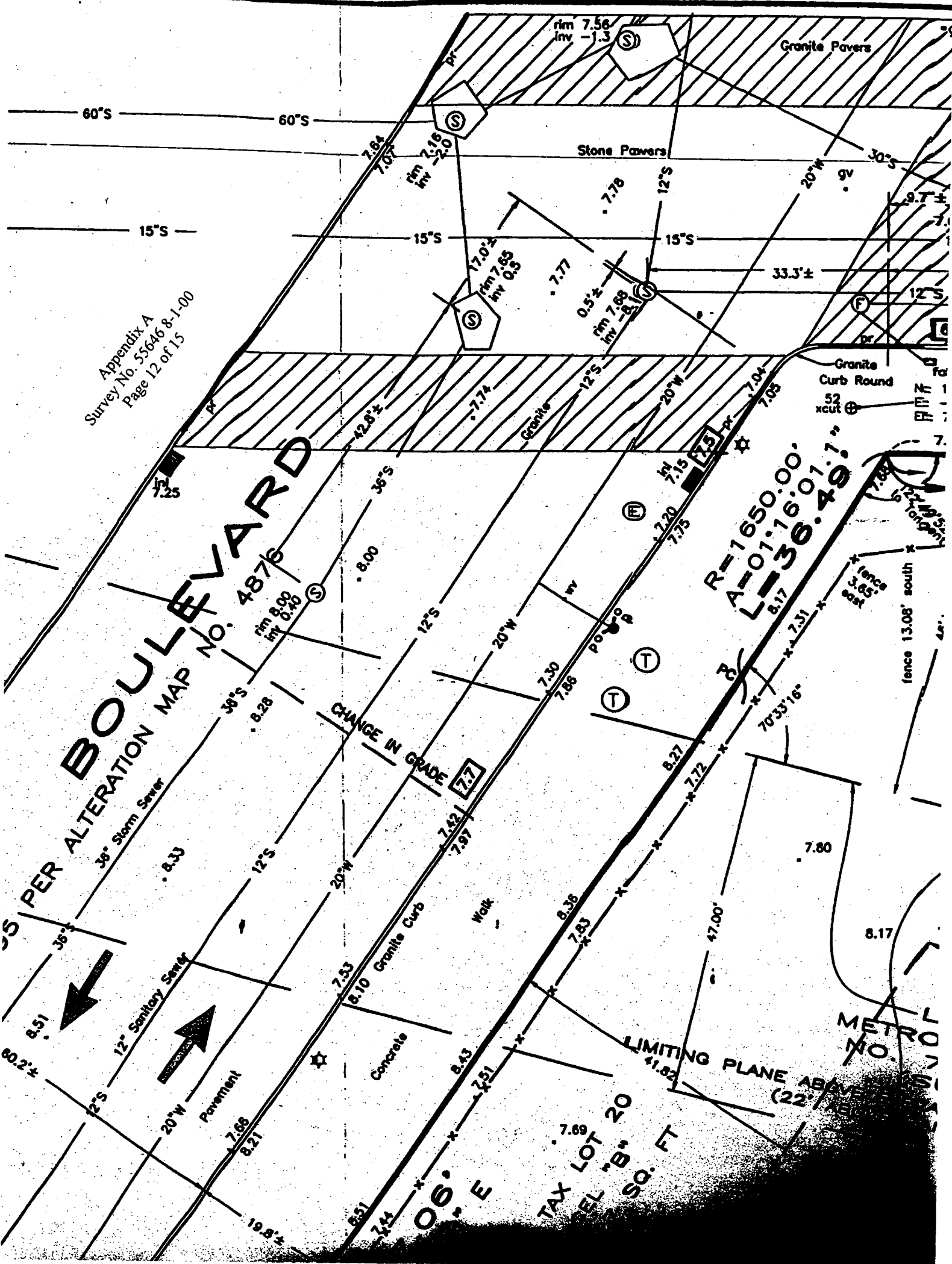
52 xcut

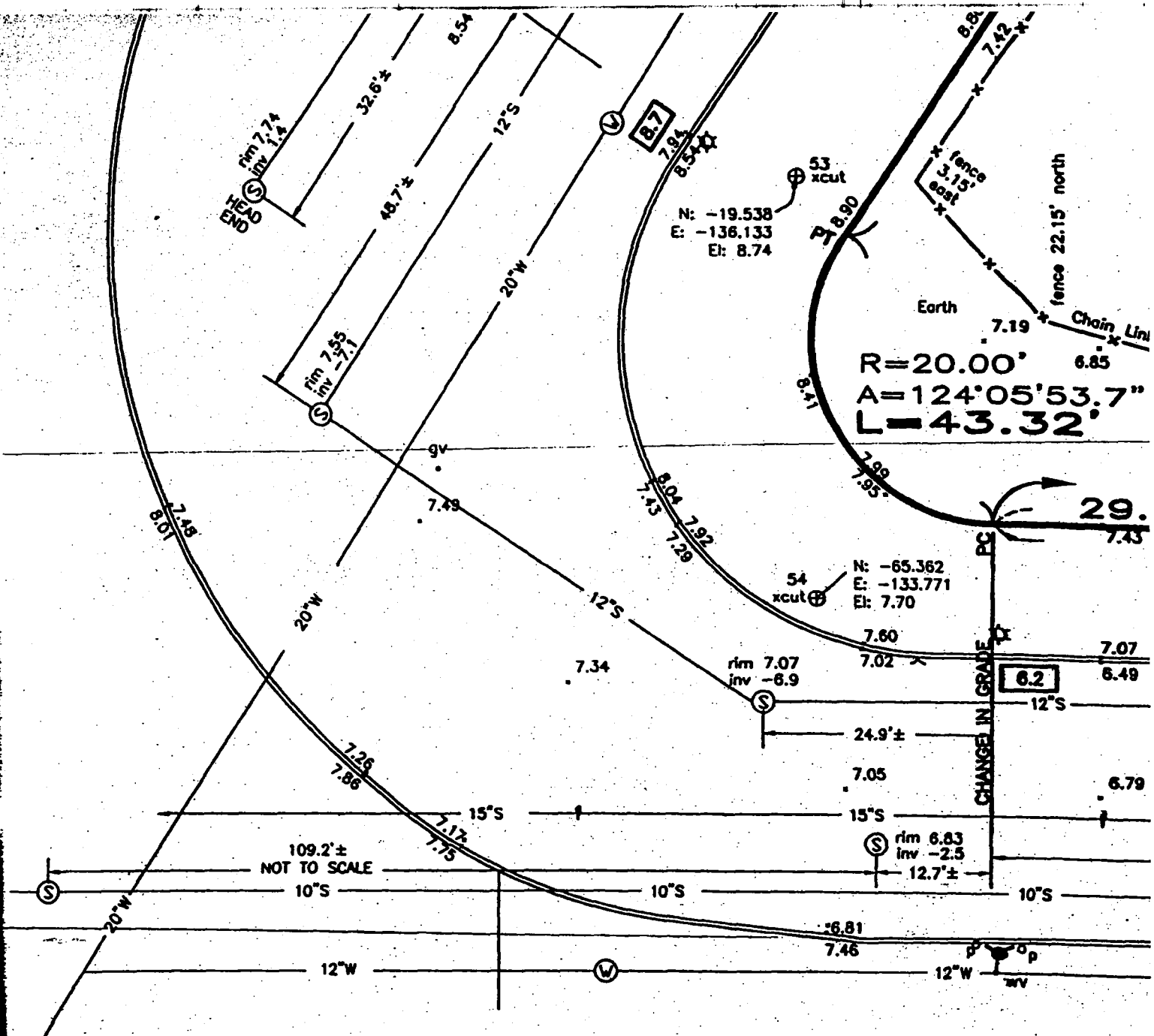
$R=1650.00'$
 $A=01.16.00"$
 $L=36.49.7"$

LIMITING PLANE ABOVE (22' AB)

TAX LOT 20
REL "B" 20
SQ. FT

METROL
NO.





Appendix A
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ESTABLISHED 1878 • INCORPORATED 1989 • SUCCESSOR TO:

B.G. MEMPHIS C.S. & C.U. POWELL C.E., C.S. & L.C.L. SMITH C.S. & NATHAN CAMPBELL C.E., C.S. & A.U. WHITSON C.E., C.S. & WILLIAM L. SAVAGE C.E., C.S. & A.U. WHITSON INC. C.E., C.S. & G. WEBER L.S., C.S. & C. STRODLPH R.A., L.S. & WHITSON & POWELL INC. P.E., L.S., C.S. & KELLER & POWELL P.E., L.S., C.S. & LOUIS MONTROSE C.E., L.S., C.S. & FRED J. POWELL P.E., L.S., C.S. &

CERT
COM
SMA
ANAL
ANAL
PLAN
ELEV

[illegible]

CENTER
ESTABLISHED 1855

100- WIDE

**Steel Faced
Concrete Curb**

Granite Curb

36" Storm Sewer

12" Sanitary Sewer

10-W Payment

Asphalt

7.88

3.

7

A

3.

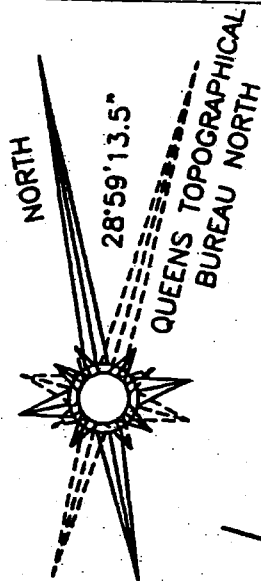
R=20.00' 6.85
A=124°05'53.7
L=43.32'

A=124°05'53.7

$L = 43.32'$

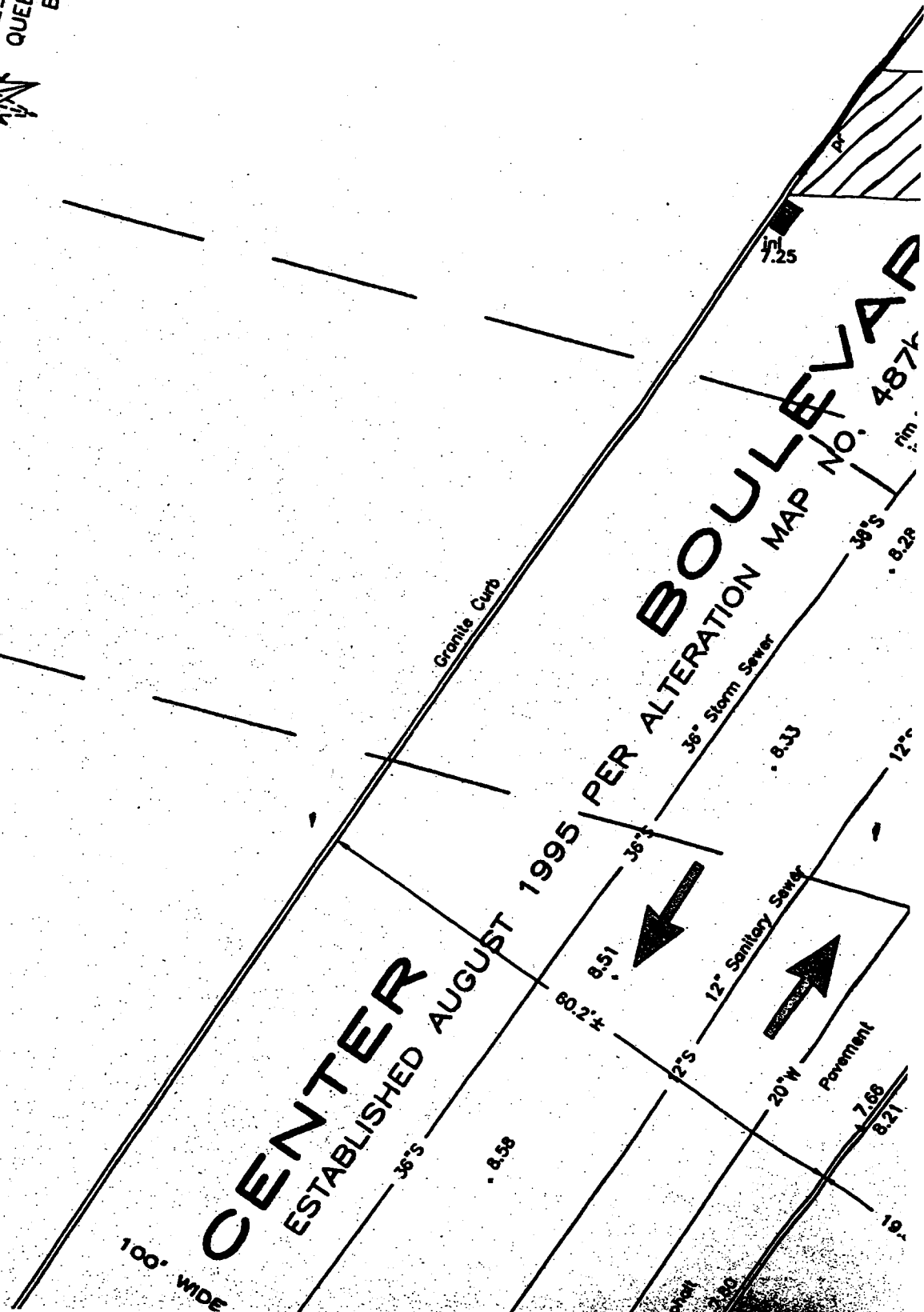
1.99

3



60°S

15°S



DECLARATION OF COVENANTS AND RESTRICTIONS

Section 1
Block 17
Part of Lots 21, 28 and 9021

County of Queens
State of New York

Record and Return to:

Simon Wynn, Esq.
Empire State Development Corporation
633 Third Avenue
New York, NY 10017