

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

THIS INDENTURE made this 9<sup>th</sup> day of April, ~~2008~~ <sup>2009</sup>, between  
Owner(s) The City of New York (Fee Interest), having an office at City Hall, New York, New York 10007 and BTM Development Partners, LLC (Ground Lease Interest) ("BTM" as the context requires) having an office c/o The Related Companies, L.P., 60 Columbus Circle, 19<sup>th</sup> Floor, New York, New York 10023 (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 of ensuring the potential 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, The City is the owner of real property located at the address of 665 River Avenue a/k/a 15 Major Deegan Boulevard; 587-653 River Avenue a/k/a 586 Cromwell Avenue a/k/a 71 East 150<sup>th</sup> Street a/k/a 70 East 151<sup>st</sup> Street; 700 Cromwell Avenue; and 60 Major Deegan Boulevard a/k/a 535 Cromwell Avenue a/k/a 30 - 47 Bronx Terminal Market in the Borough and County of Bronx, City and State of New York known and designated on the tax map of the County Clerk of Bronx as tax map parcel numbers; Section 9 Block 2356 Lot 20; Section 9 Block 2357 Lot 1 (includes "Prison Parcel"); Section 9 Block 2357 Lot 86 and Section 9 Block 2539 Lot 32 (part of said lot south of Ramp "A"), being the same as that property conveyed to Grantor by an In Rem Deed on November 06, 1950 [Lot 32] and recorded in the Land Records of the Bronx County Clerk at Reel 1798 page 236, of Deeds, and acquired by virtue of condemnation proceedings under action No. 132/72 [Lots 1, 86 & 20], comprised of approximately 16.513 acres, and hereinafter more fully described in Schedule "A" attached hereto and made a part hereof (the "Controlled Property"); and BTM is the ground lessee thereof; and

WHEREAS, the Commissioner does hereby acknowledge that the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation established at this 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 covenants and mutual promises contained herein and the terms and conditions of Brownfield Cleanup Agreement Number W2-1032-04-11

Grantor grants, conveys and releases to Grantee a permanent Environmental Easement pursuant to Article 71, Title 36 of the ECL 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 potential restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The following controls 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. The Controlled Property may be used for commercial use as long as the following long-term engineering controls are employed and the land use restrictions specified below are adhered to:

The Engineering Controls are as follows:

- 1 All Engineering Controls must be operated and maintained as specified in the SMP (as defined in paragraph 2 B below);
2. All Engineering Controls on the Controlled Property (the Site) must be inspected and certified at a frequency and in a manner defined in the SMP;
3. Groundwater, soil vapor, and other environmental or public health monitoring must be performed as defined in the SMP;
4. Data and information pertinent to Site Management for the Controlled Property must be reported at the frequency and in a manner defined in the SMP;
5. On-Site environmental monitoring devices, including but not limited to groundwater monitoring wells and soil vapor probes must be protected and replaced as necessary to ensure continued functioning in the manner specified in the SMP;
6. Compliance with this Environmental Easement by the Grantor and the Grantor's successors and adherence to all elements of the SMP is required;
7. A composite cover system consisting of concrete building slabs, asphalt covered roads, one foot of clean soil cover, and/or concrete covered sidewalks must be inspected, certified and maintained as required in the SMP;
8. The Sub-Slab Depressurization System under Retail C, Retail E1, Retail E2 and Retail F building structures must be inspected, certified, operated and maintained as required in the SMP;
9. Positive pressure *must* be maintained in Retail A building and monitored as required in the SMP;
10. The vapor barriers beneath Retail A, Retail C, Retail E2 and Retail F building slabs must be inspected, certified and maintained as required in the SMP;

11. Engineering Controls may not be discontinued without an amendment or extinguishment of the Environmental Easement.

The Controlled Property has a series of Institutional Controls in the form of Site restrictions. Adherence to these Institutional Controls is required under the Environmental Easement. Site restrictions that apply to the Controlled Property are:

1. Vegetable gardens and farming on the Controlled Property are prohibited;
2. Use of groundwater underlying the Controlled Property is prohibited without treatment rendering it safe for the intended use. Approval by the New York State Department of Health must be obtained prior to such intended use;
3. All future activities on the Controlled Property that will disturb residual contaminated material are prohibited unless they are conducted in accordance with the soil management provisions in the SMP;
4. The Controlled Property may be used for commercial use only provided the long-term Engineering and Institutional Controls included in the SMP remain in use;
5. The Grantor and its successors and assigns must submit to NYSDEC and NYSDOH an annual report which is a written statement certified by a Professional Engineer, under penalty of **perjury**, that: (A) controls employed at the Site are unchanged from the previous certification or that any changes to the controls were approved by the NYSDEC and NYSDOH; and, (B) nothing has occurred that impairs the ability of the controls to protect public health and environment or that constitute a violation or failure to comply with the SMP.

B. Grantor shall provide all persons who acquire any interest in the Controlled Property a true and complete copy of the Site Management Plan that the Department has approved for the Controlled Property and all Department-approved amendments to that Site Management Plan.

The Grantor hereby acknowledges receipt of a copy of the NYSDEC-approved Site Management Plan, dated December, 2008 ("SMP"). 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 on the Controlled Property, 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. Upon notice of not less than thirty (30) days the Department in exercise of its discretion and consistent with applicable law may revise the SMP. The notice shall be a final agency determination. 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:

Regional Remediation Engineer:  
Region 2,  
NYSDEC  
One Hunters Point Plaza  
1<sup>st</sup> Floor  
47-4021 <sup>st</sup> Street  
L.I. City, NY 11101-5407

or

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

C. The Controlled Property may not be used for a higher level of use such as unrestricted or restricted residential use and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

D. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of 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 of Title 36 to Article 71 of the Environmental Conservation Law.**

E. 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.

F. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by a professional engineer the NYSDEC may find acceptable certifying under penalty of perjury that the controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls employed at the Controlled Property were approved by the NYSDEC, and that nothing has occurred that would impair the ability of such control to protect the public health and environment or constitute a violation or failure to comply with any Site Management Plan for such controls and giving access to such Controlled Property to evaluate continued maintenance of such controls.

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. The City reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Controlled Property, and BTM reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as ground lessee of the Controlled Property including:

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

2. The right to give, sell, assign, or otherwise transfer the underlying fee interest or the underlying ground lessee's interest to the Controlled Property by operation of law, by deed, by indenture, or by assignment, 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 intentionally violates this Environmental Easement, the Grantee may revoke the Certificate of Completion provided under ECL Article 27, Title 14, or Article 56, Title 5 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. Grantor shall then have a reasonable amount of time from receipt of such notice to cure. At the expiration of said second period, Grantee may commence any proceedings and take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement in accordance with applicable law to require compliance with the terms of this Environmental Easement.

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 its enforcement rights in the event of a subsequent breach of or noncompliance with any of the terms of this Environmental Easement.

6. Notice. Whenever notice to the State (other than the annual certification) or approval from the State 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 Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number. All notices to Grantor shall be provided to both the City and BTM.

Parties shall address correspondence to:

If to Grantee: Site Number: C 203015  
Environmental Easement Attorney  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

If to The City of New York The City of New York  
c/o New York City Economic Development Corporation  
110 William Street  
New York, New York 10038  
Attn: Lease Administrator

with copies to: New York City Law Department  
100 Church Street  
New York, New York 10007  
Attn: Chief, Economic Development Division

If to BTM: BTM Development Partners, LLC  
c/o The Related Companies, LP  
60 Columbus Circle, 19<sup>th</sup> Floor  
New York, New York 10023  
Attn: Glenn Goldstein

with copies to: Michael, Levitt & Rubenstein LLC  
60 Columbus Circle, 20<sup>th</sup> Floor  
New York, New York 10023  
Attn: Joel Maxman

with copies to: Sive, Paget & Riesel, P.C.  
460 Park Avenue, 10<sup>th</sup> Floor  
New York, New York 10022  
Attn: Mark A. Chertok, Esq.

All notices to Grantor shall be provided to both the City and BTM. Such correspondence shall be delivered by hand, or by registered mail or by Certified mail and return receipt requested or by overnight carrier. 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. This Environmental Easement may be amended only by an amendment executed by the Commissioner of the New York State Department of Environmental Conservation 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 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.

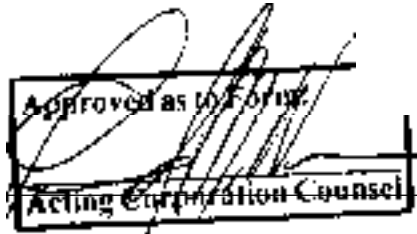
IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor's Name: The City of New York

By: [Signature]

Title: Deputy Mayor

Date: 3/19/09



Grantor's Name: BTM Development Partners, LLC

By: [Signature]  
Glenn A. Goldstein - Executive Vice President

Title: Executive Vice President

Date: March 4, 2009

830238-B  
ROYAL ABSTRACT  
500 FIFTH AVENUE SUITE 500  
NEW YORK, N.Y. 10110  
(212) 376-0900



THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and through the Department of Environmental Conservation

by: [Signature]  
Alexander B. Grannis, Commissioner



Ale A. Desnoyers - Director, Env. Remediation  
David J. Chinzano  
Notary Public, State of New York  
No. 01CH5082146  
Qualified in Schoenectady County  
Commission Expires August 22, 2012

City of New York's Acknowledgment

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

On the 18th day of MARCH, in the year 2009, before me, the undersigned, personally appeared Robert C. Lieber, 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.

Josephine Miranda
Notary Public - State of New York

JOSEPHINE MIRANDA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01M6164430
QUALIFIED IN RICHMOND COUNTY
MY COMMISSION EXPIRES APRIL 23, 2011



BTM Development Partners, LLC's Acknowledgment

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

On the 7th day of March, in the year 2009, before me, the undersigned, personally appeared Glenn Goldstein, 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 whom the individual(s) acted, executed the instrument.

Alicia Lynn Crane
Notary Public - State of New York

Alicia LYNN CRANE
Notary Public - State of New York
NO. 01CR6123237
Qualified In Queens County,
My Commission Expires 3.7.09



Grantee's Acknowledgment

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

On the 9th day of April, in the year 2009, before me, the undersigned, personally appeared Dale Desrosiers 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 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.

[Handwritten signature of David J. Chiusano]
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, 2010





SCHEDULE "A"  
PROPERTY DESCRIPTION

METES & BOUNDS DESCRIPTION  
GATEWAY CENTER AT BRONX TERMINAL MARKET  
EASTERN PARCEL  
BOROUGH & COUNTY OF BRONX  
CITY & STATE OF NEW YORK

BLANKET DESCRIPTION OF BLOCK 2356 LOT 20, BLOCK 2357 LOTS 1 AND 86, AND BLOCK 2539 LOT 32 (PART OF SAID LOT SOUTH OF RAMP "A")

ALL THOSE CERTAIN PLOTS, PIECES OR PARCELS OF LAND SITUATE, LYING AND BEING IN THE BOROUGH OF BRONX, CITY & STATE OF NEW YORK BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF EAST 14 9<sup>TH</sup> STREET WITH THE WESTERLY LINE OF RIVER AVENUE (75 FEET WIDE) AND FROM SAID POINT OF BEGINNING RUNNING, THENCE;

1. ALONG SAID NORTHERLY LINE OF EAST 149TH STREET, NORTH 89 DEGREES - 49 MINUTES - 56 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A POINT FORMED BY THE INTERSECTION OF THE AFOREMENTIONED NORTHERLY LINE OF EAST 149 TH STREET WITH THE EASTERLY LINE OF MAJOR WILUAM DEEGAN BOULEVARD (F.K.A. EXTERIOR STREET, 100 FEET WIDE), THENCE;

2. ALONG SAID EASTERLY LINE OF MAJOR WILLIAM DEEGAN BOULEVARD, NORTH 42 DEGREES - 10 MINUTES - 54 SECONDS WEST, A DISTANCE OF 285.61 FEET TO A POINT FORMED BY THE INTERSECTION OF SAID EASTERLY LINE OF MAJOR WILLIAM DEEGAN BOULEVARD WITH THE SOUTHERLY LINE OF EAST 150TH STREET, THENCE;

3. ALONG A LINE RUNNING THROUGH THE BED OF EAST 150TH STREET, NORTH 42 DEGREES - 29 MINUTES - 19 SECONDS WEST, A DISTANCE OF 59.77 FEET TO A POINT FORMED BY THE INTERSECTION OF THE EASTERLY LINE OF CROMWELL AVENUE (60 FEET WIDE) WITH THE NORTHERLY LINE OF EAST 150TH STREET, THENCE;

4. ALONG A LINE RUNNING THROUGH THE BED OF CROMWELL AVENUE, NORTH 49 DEGREES - 24 MINUTES - 42 SECONDS WEST, A DISTANCE OF 100.15 FEET TO A POINT FORMED BY THE EASTERLY LINE OF MAJOR WILLIAM DEEGAN BOULEVARD (80 FEET WIDE) WITH THE WESTERLY LINE OF CROMWELL AVENUE, THENCE; THE FOLLOWING FIVE ( 5 ) COURSES ALONG THE AFOREMENTIONED EASTERLY LINE OF MAJOR WILUAM DEEGAN BOULEVARD:

5. NORTH 32 DEGREES - 31 MINUTES - 30 SECONDS WEST, A DISTANCE 1,041.09 FEET TO A POINT, THENCE;

6. NORTH 32 DEGREES - 48 MINUTES - 20 SECONDS WEST, A DISTANCE OF 389.14 FEET TO A POINT; THENCE; ALONG A LINE THROUGH THE INTERIOR OF LOT 32, BLOCK 2539, LOT 50, BLOCK 2539 AND ALONG THE DIVIDING LINE BETWEEN LOT 32 AND LOT 50, BLOCK 2539, THE FOLLOWING THREE ( 3 ) COURSES:

7. NORTH 57 DEGREES - 25 MINUTES - 17 SECONDS EAST, A DISTANCE OF 155.56 FEET TO A POINT OF CURVATURB, THENCE;

8 . ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 873.54 FEET, A CENTRAL ANGLE OF 13 DEGREES - 42 MINUTES - 25 SECONDS, AN ARC LENGTH OF 208.98 FEET, BEARING A CHORD OF NORTH 64 DEGREES - 16 MINUTES - 30 SECONDS EAST, A CHORD DISTANCE OF 208.48 FEET TO A POINT, THENCE;

9. NORTH 57 DEGREES - 35 MINUTES - 49 SECONDS EAST, A DISTANCE OF 14.46 FEET TO A POINT ON THE DIVIDING LINE BETWEEN LOTS 32 & 71, BLOCK 2539 (LANDS NOW OR FORMERLY OF METRO-NORTHIMTA, F.K.J.A. NEW YORK CENTRAL RAILROAD), THENCE;

10. ALONG SAID DIVIDING LINE BETWEEN LOTS 32 & 71, BLOCK 2539, SOUTH 58 DEGREES - 32 MINUTES - 38 SECONDS EAST, A DISTANCE OF 64.84 FEET TO A POINT, THENCE;

11. CONTINUING ALONG THE DIVIDING LINE BETWEEN LOTS 32 & 71, BLOCK 2539, ALONG THE NORTHERLY TERMINUS OF CROMWELL AVENUE AND ALONG THE DIVIDING LINE BETWEEN LOTS 86 & 92, BLOCK 2357, SOUTH 58 DEGREES - 17 MINUTES - 19 SECONDS EAST, A DISTANCE OF 476.92 FEET TO A POINT ON THE WESTERLY LINE OF RIVER AVENUE (75 FEET WIDE); THENCE ALONG SAID WESTERLY LINE OF RIVER AVENUE, THE FOLLOWING TWO ( 2 ) COURSES:

12. SOUTH 04 DEGREES - 56 MINUTES - 47 SECONDS EAST, A DISTANCE OF 12.23 FEET TO A POINT, THENCE;

13. CONTINUING ALONG SAID WESTERLY LINE OF RIVER AVENUE AND THROUGH THE BEDS OF EAST 151ST STREET AND EAST 150TH STREET, SOUTH 12 DEGREES - 36 MINUTES - 25 SECONDS EAST, A DISTANCE OF 1,446.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 719,768 SQUARE FEET OR 16.524 ACRES

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

BEGINNING AT A POINT ON THE DIVIDING LINE BETWEEN LOTS 32 & 50, BLOCK 2539, SAID POINT BEING mSTANT 17.91 FEET ALONG A COURSE OF NORTH 57 DEGREES - 25 MINUTES - 17 SECONDS EAST FROM A POINT ON THE EASTERLY LINE OF MAJOR WILLIAM DEEGAN BOULEVARD, SAID POINT BEING THE NORTHERLY TERMINUS OF COURSE #6 OF THE ABOVE DESCRIBED EASTERLY PORTION OF THE AREA EAST OF EXTERIOR STREET AND FROM SAID POINT OF BEGINNING, RUNNING, THENCE;

1. ALONG A LINE THROUGH THE INTERIOR OF LOT 50, BLOCK 2539, NORTH 57 DEGREES - 25 MINUTES - 17 SECONDS EAST, A DISTANCE OF 45.66 FEET TO A POINT, THENCE; ALONG THE DIVIDING LINE BETWEEN LOTS 32 & 50, BLOCK 2539, THE FOLLOWING FOUR (4) COURSES:

2. SOUTH 38 DEGREES - 29 MINUTES - 56 S.ECONDS WEST, A DISTANCE OF 23.26 FEET TO A POINT, THENCE;

3. SOUTII 57 DEGREES - 25 MINUTES - 17 SECONDS WEST, A DISTANCE OF 18.00 FEET TO A POINT OF NON-TANGENT CURVATURB, THENCE;

4. ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1,768.54 FEET, A CENTRAL ANGLE OF 02 DEGREES - 59 MINUTES - 22 SECONDS, AN ARC LENGTH OF 92.27 FEET, BEARING A CHORD OF SOUTH 29 DEGREES - 19 MINUTES - 51 SECONDS EAST, A CHORD DISTANCE OF 92.26 FEET TO A POINT, THENCE;

5. NORTH 32 DEGREES - 49 MINUTES - 25 SECONDS WEST, A mSTANCE OF 99.66 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 483 SQUARE FEET OR 0.011 ACRE

CONTAINING A NET AREA OF 719,285 SQUARE FEET OR 16.513 ACRES

THESE DESCRIPTIONS ARE SUBJECT TO AERIAL EASEMENTS FOR THE WESTERLY AND EASTERLY OVERHANG OF THE ELEVATED PORTION OF THE MAJOR DEEGAN EXPRESSWAY PER PLANS ON FILE IN THE CITY OF NEW YORK OFFICE OF THE PRESIDENT, BOROUGH OF BRONX TOPOGRAPHICAL DMSION.

THESE DESCRIPTIONS ARE SUBJECT TO ADDmONAL EASEMENTS, COVENANTS AND RESTRICTIONS PER TITLE REPORTS PREPARED BY ROYAL ABSTRACT OF NEW YORK, LLC, AGENTS FOR cmCAGO TITLE INSURANCE COMPANY, TITLE NO. 819830 (3203-10300367) AND COMMONWEALTH LAND mLE INSURANCE COMPANY, TITLE NO. 819830 (1A59257), WITH AN EFFECTIVE DATE OF DECEMBER 1,2003.

THESE DESCRIPTIONS ARE PREPARED WITH REFERENCE TO A MAP ENTITLED, "ALTAIACSM LAND TITLE SURVEY, RELATED RETAIL CORPORATION, LOTS 2 & 20, BLOCK 2356, LOT 32 & PART OF LOTS 2 & 60, BLOCK 2539 AND LOT 86 & LOT 1, BLOCK 2357, BOROUGH & COUNTY OF BRONX, CITY & STATE OF NEW YORK", PREPARED BY CONTROL POINT ASSOCIATES, INC. DATED OCTOBER 27, 2003, LAST REVISED APRIL 6,2005 AS REVISION NUMBER 7.

(THE ABOVE IS A DESCRIPTION PREPARED BY CONTROL POINT ASSOCIATES, INC., ON 09/29/04 AS FURTHER REVISED BY SAID CONTROL POINT ASSOCIATES, INC. ON 4/5/05, 5/11/05 AND 9/12/05 [C03276])



SURVEY

