

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

THIS INDENTURE made this 27th day of July, 2010, between Owner Queens West Development Corporation, having an office at 633 Third Avenue, County of New York, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address formerly known as 47-00 5th Street, now known as 46th Avenue, 46th Road and 47th Avenue, Bed of Center Boulevard, East River Road, North Basin Road, Park A, Park C and Kendall Plaza Park; 45-60 Center Boulevard; and 45-45 Center Boulevard, in the City of New York, County of Queens and State of New York, known and designated on the tax map of the County Clerk of Queens as tax map parcel numbers: Section 1. Block 21, Lots 1, 10 and 20, being the same as that property conveyed to Grantor by deeds dated September 19, 2003 and recorded September 25, 2003 in the Queens County Clerk's Office at computerized system tracking/identification number CRFN: 2003000387871 and CRFN: 2003000387870, comprising of approximately 4.745 acres, and hereinafter more fully described in the Land Title Survey dated April 22, 2010 prepared by Perfect Point Land Surveying R.T., which will be attached to the Site Management Plan. The property description (the "Controlled Property") is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of human 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 (BCA) Number: D2-0001-1108, 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 use.

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

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

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

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

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

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

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

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

B. The Controlled Property shall not be used for raising livestock or vegetable gardens, with the exception of vegetable gardens located entirely above the Clean Fill Barrier Layer and separated from the Residual Soil by a high density polyethylene (HDPE) liner or equivalent approved by the relevant agency. The use of groundwater underlying the Controlled Property is prohibited without treatment rendering it safe for the intended purpose, 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:

Regional Remediation Engineer
NYSDEC – Region 2
Division of Environmental Remediation
1 Hunters Point Plaza, 47-40 21st Street
Long Island City, New York 11101
Phone: (718) 482-4900

or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) the information presented is accurate and complete.

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

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and

successors in interest with respect to the Property, all rights as fee owner of the Property, including:

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

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

5. Enforcement

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

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

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

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

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

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

Parties shall address correspondence to: Site Number: C241095
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

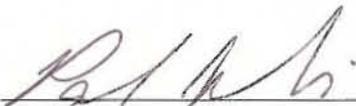
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

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

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

Queens West Development Corporation:

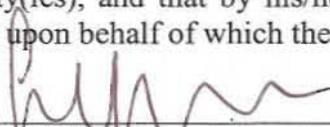
By: 
Paul Januszewski

Title: PRESIDENT Date: 6/21/10

Grantor's Acknowledgment

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

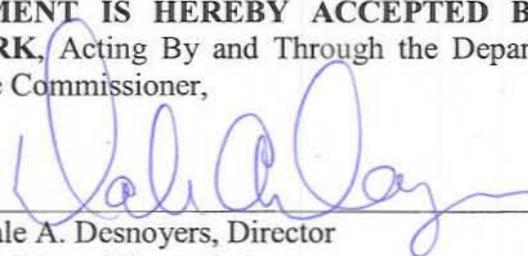
On the 21st day of JUNE, in the year 2010, before me, the undersigned, personally appeared Paul Januszewski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public - State of New York

SIMON WYNN
Notary Public, State of New York
No. 02WY4792002
Qualified in New York County
Commission Expires Aug. 31, 2013

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

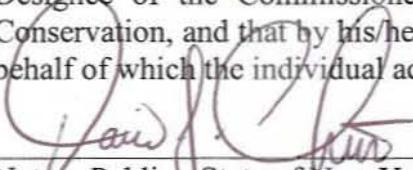
By: 

Dale A. Desnoyers, Director
Division of Remediation

Grantee's Acknowledgment

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

On the 27th day of July, in the year 2010, before me, the undersigned, personally appeared Dale Desnoyers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

SCHEDULE "A" PROPERTY DESCRIPTION

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

BEGINNING at the corner formed by the intersection of the northerly side of 46th Avenue (60 feet wide) with the westerly side of 5th Street (60 feet wide), having a state plan coordinates: N. 211 588.392'; E. 996 683.087'.

RUNNING THENCE westerly along a prolongation line of northerly side of 46th Avenue north 75 degrees 45 minutes 17.2 seconds west and the distance of 731.000' feet to a point being on the land side of new sheeting wall;

RUNNING THENCE northerly along the new sheeting wall north 30 degrees 31 minutes 00.2 seconds east, and distance of 339.517 feet to a point;

RUNNING THENCE still along the new sheeting wall three courses and distances:

1. South 58 degrees 38 minutes 42.4 seconds east, 13.017 feet,
2. North 75 degrees 03 minutes 44.6 seconds east, 35.156 feet,
3. North 30 degrees 29 minutes 03.1 seconds east, 30.746 feet to the southerly side of 11th Street basin;

RUNNING THENCE easterly along the southerly side of 11th Street basin, having a direction south 62 degrees 06 minutes 16.7 seconds east and a distance of 581.430 feet to an angle point;

RUNNING THENCE easterly along a line forming an angle of 166 degrees 20 minutes 59.5 seconds on the left side, and a distance of 19.132 feet to the westerly side of 5th Street;

RUNNING THENCE southerly along the westerly side of 5th Street, a distance of 231.534 feet to the point or place of BEGINNING.

The above mentioned streets being as shown on New York City Alteration Map No. 4876.

JOB NO. Q 21-10-20

LOTS 1, 10, 20

The undersigned hereby certifies to:

1. The People of the State of New York acting through its Commissioner of the Department of Environmental Conservation
2. Royal Abstract of New York LLC
3. Stewart Title Insurance Company
4. Queens West Development Corporation

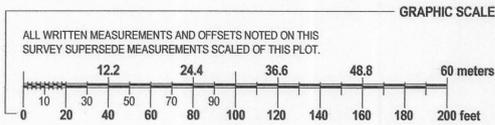
that as of the date of preparation of this survey, and as of the latest revision date prior to the execution of this document, if any, shown on this survey that: (i) I am a duly registered land surveyor in the State of New York; (ii) this survey was made on the ground by me or under my direct supervision; (iii) this map or plat and the survey on which it is based were made in accordance with the most recent "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA and NSPS, and includes optional items 2, 3, 4, and 17 of Table A thereof; (iv) in my professional opinion, pursuant to the Accuracy Standards as adopted by ALTA, NSPS, and ACSM and in effect on the date of this certification, the Relative Positional Accuracy of this survey does not exceed that which is specified therein; (v) I have received and examined a copy of the *Legal Description* and the subject land and each tract or parcel thereof described in this survey is the same land as described in the *Legal Description*, and; (vi) except as shown on this survey, no part of the subject land is located in a 100-year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, as reflected by Flood Insurance Rate Map Panel #360 497 0202 F dated 9-5-2007, which such map panel covers the area in which the subject land is situated.

Professional Land Surveyor
RICHARD TOM
Signature: 
Registration No.: 049844-1

Date: April 22, 2010

STATE PLAN (S.P.) DIMENSIONS APPLY TO BOUNDARIES
AS INDICATED AREAS ARE DESCRIBED

TOTAL AREA=206693.57 SQ.FT.=4.745 ACRES (QUEENS DATUM)
1 FOOT (QUEENS DATUM) = 1.000103978 FEET (STATE PLAN COORDINATE)



SYMBOLS AND ABBREVIATIONS

NORTH OF PROPERTY LINE	N
SOUTH OF PROPERTY LINE	S
EAST OF PROPERTY LINE	E
WEST OF PROPERTY LINE	W
OVERHEAD SERVICE	O.H.S.W.
UTILITY POLE	U.P.
FIRE HYDRANT	H.F.
FENCE	C.H.I.F.E. WOOD F.C.
PROPOSED STREET LINE	
BCP BOUNDARY LINE	
TAX LOT LINE	
EASEMENT LINE	

FLOOD ZONE NOTE
BY GRAPHIC PLOTTING ONLY, SUBJECT PROPERTY IS LOCATED IN ZONE X (AREA OF NO FLOODING) AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR COMMUNITY PANEL NUMBER 360 497 0202 F WHICH BEARS AN EFFECTIVE DATE OF 9-5-2007

ENVIRONMENTAL EASEMENT DESCRIPTION:

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233.

DESCRIPTION OF BCP C241095 (S.P.):

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF QUEENS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF 46TH AVENUE (60 FEET WIDE) WITH THE WESTERLY SIDE OF 5TH STREET (60 FEET WIDE), HAVING A STATE PLAN COORDINATE: N 211 588.392'; E 996 683.087';

RUNNING THENCE WESTERLY ALONG A PROLONGATION LINE OF NORTHERLY SIDE OF 46TH AVENUE NORTH 75 DEGREES 45 MINUTES 17.2 SECONDS WEST AND THE DISTANCE OF 731.000 FEET TO A POINT BEING ON THE LAND SIDE OF NEW SHEETING WALL;

RUNNING THENCE NORTHERLY ALONG THE NEW SHEETING WALL NORTH 30 DEGREES 31 MINUTES 00.2 SECONDS EAST, AND DISTANCE OF 339.517 FEET TO A POINT;

RUNNING THENCE STILL ALONG THE NEW SHEETING WALL THREE COURSES AND DISTANCES:

1. SOUTH 58 DEGREES 38 MINUTES 42.4 SECONDS EAST, 13.017 FEET,
2. NORTH 75 DEGREES 03 MINUTES 44.6 SECONDS EAST, 35.156 FEET,
3. NORTH 30 DEGREES 29 MINUTES 03.1 SECONDS EAST, 30.746 FEET TO THE SOUTHERLY SIDE OF 11TH STREET BASIN;

RUNNING THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF 11TH STREET BASIN, HAVING A DIRECTION SOUTH 62 DEGREES 08 MINUTES 16.7 SECONDS EAST AND A DISTANCE OF 581.430 FEET TO AN ANGLE POINT;

RUNNING THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 168 DEGREES 20 MINUTES 59.5 SECONDS ON THE LEFT SIDE, AND A DISTANCE OF 19.132 FEET TO THE WESTERLY SIDE OF 5TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF 5TH STREET, A DISTANCE OF 231.534 FEET TO THE POINT OR PLACE OF BEGINNING.

THE ABOVE MENTIONED STREETS BEING AS SHOWN ON NEW YORK CITY ALTERATION MAP NO. 4676.

AREA OF BCP C241095 IS 4.745 ACRES.

NOTES:

UNDERGROUND UTILITIES NOTES:

UNDERGROUND, OVERHEAD AND GROUND LEVEL UTILITIES ARE NOT GUARANTEED AS TO ACCURACY, EXACT LOCATION, TYPE OR USE, ACTIVE OR INACTIVE. VERIFICATION IS MANDATORY WITH MUNICIPAL AGENCIES, PUBLIC AND PRIVATE UTILITY COMPANIES PRIOR TO TAKING TITLE AND OR DESIGN WORK. BOUNDARIES ARE NOT GUARANTEED UNLESS SO NOTED.

ALL OPERATIONS OF UNDERGROUND FACILITIES AND ALL EXCAVATORS ARE OBLIGATED TO COMPLY WITH ARTICLE 36 OF THE GENERAL BUSINESS LAW AND WITH PROVISIONS OF INDUSTRIAL CODE PART (RULE NO. 35) BEFORE ANY EXCAVATION OR DEMOLITION IS COMMENCED. EVERY EXCAVATOR IS REQUIRED BY THESE LAWS TO GIVE ADVANCE NOTICE TO EVERY OPERATOR OF UNDERGROUND FACILITIES OF HIS INTENT TO PERFORM EXCAVATION OR DEMOLITION WORK IN THE SPECIFIED AREA.

GENERAL NOTES:

SUBSURFACE UTILITIES ARE NOT GUARANTEED BY SURVEYOR. HIGH CAUTION RECOMMENDED AND VERIFICATION WITH PROPER CITY AGENCIES IS MANDATORY BEFORE COMMENCING ALL NEW WORK.

ALL SUBSURFACE AND OVERHEAD UTILITIES (AS TO SIZE, TYPE AND DEPTH) SHOWN ON THIS SURVEY ARE TAKEN FROM RECORDS OF GOVERNMENTAL AGENCIES AND UTILITY COMPANIES, UNLESS OTHERWISE NOTED AND SHOWN.

COVER OR DEPTH OF UTILITIES WHICH DERIVED FROM FIELD MEASUREMENTS SHOWN ON THIS SURVEY SHOULD BE VERIFIED WITH PROPER AGENCY PRIOR TO CONSTRUCTION OF PROJECT. INVERT ELEVATIONS ARE DERIVED FROM CITY AGENCY RECORDS WHEN NOT AVAILABLE BY FIELD SURVEY AND NOTED AS "SEE RECORD" ON THE SURVEY.

ALL SUBSURFACE UTILITY AS TO LOCATION AND DEPTH, SHOULD BE RECHECKED AND LEGAL GRADINGS SHOULD BE VERIFIED WITH THE TOPOGRAPHICAL BUREAU, PREFERABLY IN WRITING BEFORE COMMENCING CONSTRUCTION.

THIS IS TO CERTIFY THAT THERE ARE NO STREAMS OR NATURAL WATER COURSES ON THE SURVEYED PROPERTY EXCEPT AS SHOWN AND/OR DESCRIBED ON THIS SURVEY.

ALL OPERATIONS OF UNDERGROUND FACILITIES AND ALL EXCAVATORS ARE OBLIGATED TO COMPLY WITH ARTICLE 36 OF THE GENERAL BUSINESS LAW AND WITH PROVISIONS OF INDUSTRIAL CODE PART (RULE NO. 35) BEFORE ANY EXCAVATION OR DEMOLITION IS COMMENCED. EVERY EXCAVATOR IS REQUIRED BY THESE LAWS TO GIVE ADVANCE NOTICE TO EVERY OPERATOR OF UNDERGROUND FACILITIES OF HIS INTENT TO PERFORM EXCAVATION OR DEMOLITION WORK IN THE SPECIFIED AREA.

ALL ELEVATIONS SHOWN REFER TO THE QUEENS DATUM WHICH IS 2.725' ABOVE MEAN SEA LEVEL AT SANDY HOOK AS ESTABLISHED THE U.S. COAST AND GEODETIC SURVEY.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID COPY. GUARANTEES OR 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 LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. GUARANTEES OR CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

SURVEYED FOR: EAST COAST 1, LLC, EAST COAST 2, LLC

GUARANTEED TO: ABOVE,

COUNTY: QUEENS CITY: LONG ISLAND CITY

SECTION: 1 BLOCK: 21 LOT(S): 1, 10, 20

FILED MAP INFO: FORMERLY KNOWN AS 47-00 5TH STREET, CURRENTLY KNOWN AS 46TH AVENUE, 46TH ROAD AND 47TH AVENUE BED OF CENTER BOULEVARD, EAST RIVER ROAD, NORTH BASIN ROAD, PARK A, PARK C AND KENDALL PLAZA PARK (LOT 1) AS DESCRIBED IN DEED DATED 9-19-03 AND RECORDED 9-25-03 AS CRFN 2003000387870; 45-60 CENTER BOULEVARD (LOT 10) AS DESCRIBED IN DEED DATED 9-19-03 AND RECORDED 9-25-03 AS CRFN 2003000387871; AND 45-45 CENTER BOULEVARD (LOT 20) AS DESCRIBED IN DEED DATED 9-19-03 AND RECORDED 9-25-03 AS CRFN 2003000387871

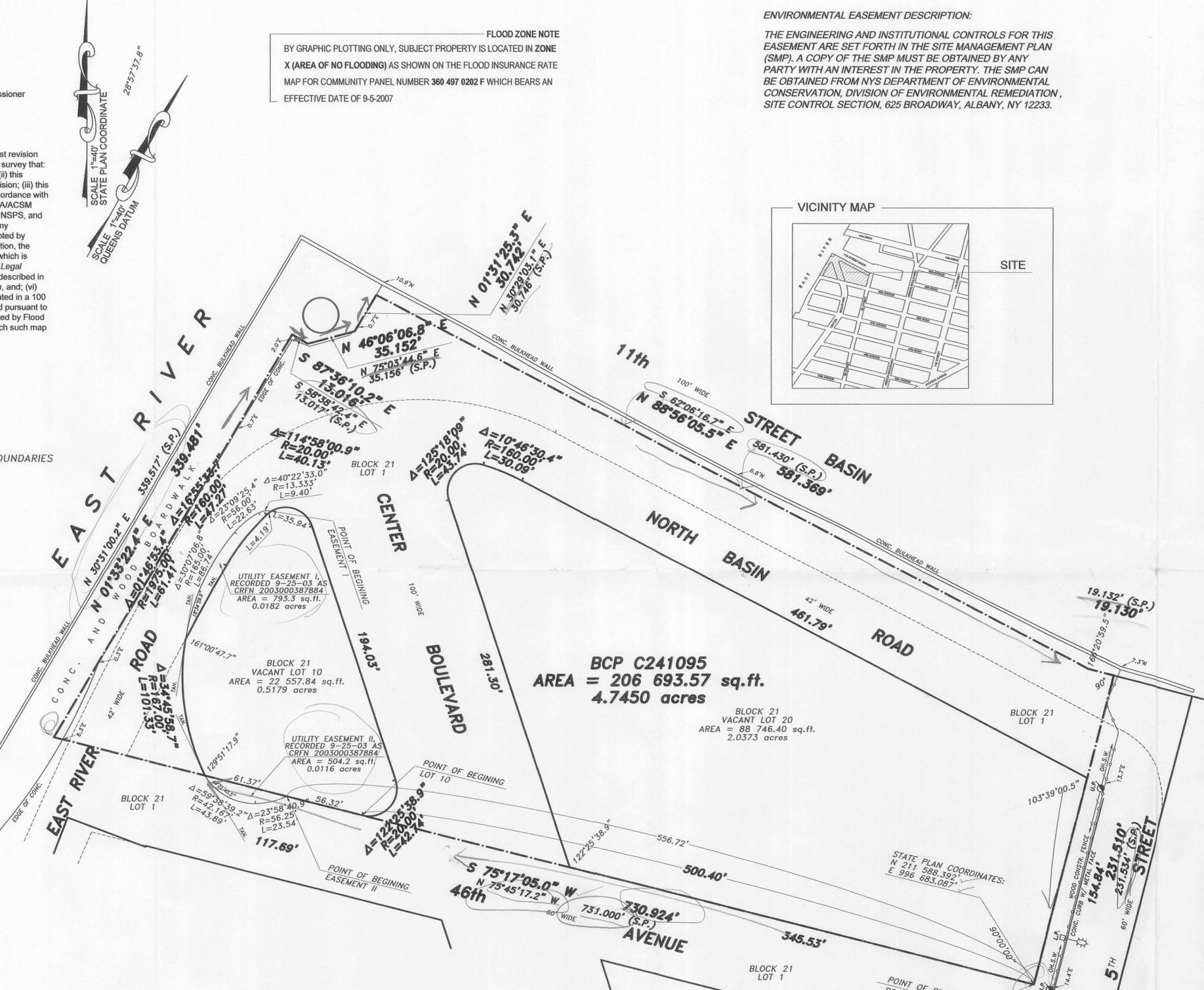
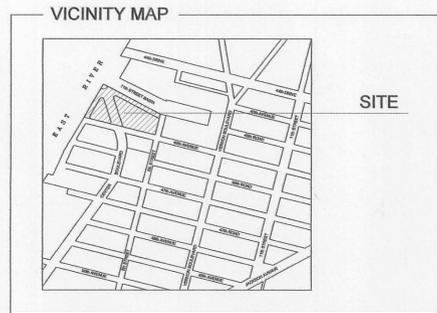
ALTA/ACSM LAND TITLE SURVEY

PREPARED BY

PERFECT POINT
LAND SURVEYING RT.
brooklyn - queens - manhattan - bronx
staten island - nassau

phone: (718) 474-7700
fax: (718) 872-9699
perfectpointcorp@gmail.com
www.ppsurveying.com


N.Y.S. L.L.S. 049844



BCP C241095
AREA = 206 693.57 sq.ft.
4.7450 acres

BLOCK 21
VACANT LOT 20
AREA = 88 746.40 sq.ft.
2.0373 acres

BLOCK 21
VACANT LOT 10
AREA = 22 557.84 sq.ft.
0.5179 acres

UTILITY EASEMENT II,
RECORDED 9-25-03 AS
CRFN 2003000387884
AREA = 504.2 sq.ft.
0.0116 acres

UTILITY EASEMENT I,
RECORDED 9-25-03 AS
CRFN 2003000387884
AREA = 793.3 sq.ft.
0.0182 acres

STATE PLAN COORDINATES:
N 211 588.392'
E 996 683.087'