

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

THIS INDENTURE made this 2nd day of December, 2008, between
Owner(s) **City of Yonkers Industrial Development Agency (Fee Interest)** having an office at 470 Nepperhan Avenue, Suite 200, Yonkers, NY 10701 and **Collins Yonkers II, LLC, Collins Yonkers III, LLC and Collins Yonkers IV, LLC (Tenant)** having an office at c/o Collins Enterprises, 2001 West Main Street, Suite 175, Stamford, Connecticut 06902 (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 Grantor, is the owner of real property located at the address of 75 Dock Street, Yonkers, NY 10701, 1 Alexander Street, Yonkers, NY 10701 and 11 Alexander Street, Yonkers, NY 10701 in the City of Yonkers and County of Westchester, New York known and designated on the tax map of the County Clerk of Westchester as part of tax map parcel numbers; Section 2 Block 2600 Lots 45 [Parcel "C"]; Section 2 Block 2600 Lot 67 & 77 [Northern Parcel "C"]; Section 2 Block 2605 Lots 73 [Parcel "B"] and , being the same as that property conveyed to Grantor by Deed on December 4, 2008, recorded as Control No. 370800455, being the same property described in a Deed dated March 10, 2005, recorded as Control No. 452590056 and Correction Deed dated December 7, 2005, recorded as Control No. 460410369 as to Northern Parcel "C"; conveyed by Deed dated June 30, 2006 and recorded in Control No. 463040852 [Parcel "B"] in the Land Records of the Westchester County Clerk, and acquired by virtue of condemnation proceedings under Index No. 2086-85 [Parcel "C"] filed August 7, 1985 evidenced by Acquisition Map No. 22146; and by Deed dated September 19, 2007 recorded as Control No. 482950304 filed in the Westchester County Clerk's Office, comprised of approximately 4.45 acres, and hereinafter more fully described in Schedule "A" attached hereto and made a part hereof (the " Controlled Property"); 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;

NOW THEREFORE, in consideration of the covenants and mutual promises contained herein and the terms and conditions of **Brownfield Cleanup Agreement Number W3-1065-05-05** 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 **restricted residential and commercial** use (as presently defined in 6 NYCRR Part 375-1.8 (g)) as long as the following long-term engineering controls are employed and the land use restrictions specified below are adhered to:

Description of Engineering Controls

The engineering controls installed at the Controlled Property (Hudson Park North) are as follows:

- i) a Sub-Slab Depressurization System consisting of three main components:
- A permeable aggregate bed layer, to provide a high permeability zone immediately beneath the low permeability membrane, in order to allow VOCs to migrate easily to the vapor collection system and piping, and to allow for the relatively uniform propagation of vacuum under the foundation slab if an active sub-slab depressurization system (SSDS) is required in the future.
 - A vapor collection system within the aggregate layer which utilizes a high permeability, low profile, high structural strength vent layer, designed to effectively collect and transmit gasses and vapors.
 - Low-permeability membrane above the venting layer designed to limit chlorinated solvent vapors from entering the on-site structure.

The passive SSDS is capable of being upgraded to an active system if required. If it is determined by appropriate sampling of the sub-slab soil vapor below the membrane that a potential exists to impact indoor air, an active mechanical vacuum extraction system can be installed, in an appropriate weatherproof enclosure, in order to actively depressurize the permeable aggregate bed layer beneath the first floor foundation slab.

Sub-slab soil vapor monitoring can be performed at the three vacuum and sub-slab soil vapor monitoring points to determine if contaminants are present in sub-slab soil vapor in the permeable bed layer beneath the membrane and first floor foundation, to determine if a potential for indoor air intrusion exists.

ii) Site Cover System

As part of the development of Parcels B and C, the majority of these Parcels were capped with a building, paved roadway, sidewalk or other "hardscape" or impermeable surface. In the areas that were not capped with impermeable surfaces, a minimum two-foot soil cap was constructed. A high visibility demarcation barrier fence (orange snow fence) was placed on top of the affected, native fill soil remaining in place and beneath the clean fill approximately two feet below the final grade. Maintenance of the cap would require the following:

- Landscaped areas must be maintained with a pitch away from buildings to keep water from entering the building and the pooling of water in the landscaped areas.
- The soil cap above the orange snow fence must be maintained at approximately two feet.
- The vegetation in the landscaped areas must be kept in place and maintained to retain the cover and prevent soil erosion.
- If the soil cap or hardscape is breached for any reason, any underlying soils removed from below the hardscape or below the orange snow fence must be stockpiled on and covered with a PVC liner and then returned to the same location below the demarcation barrier. The breached barrier must be repaired or replaced.
- Imported, clean fill soils from above the demarcation barrier must be segregated from the deeper soils during any excavation. The imported fill may be returned to any portion of the excavation.
- Any additional soils needed to be placed above the demarcation barrier, and imported from off-site, must be analyzed for semivolatile compounds (EPA 8270 PAH's only), volatile organic compounds (EPA 8260) and metals. The analytical results should be compared to and must not exceed the soil cleanup objectives (6NYCRR Subpart 375-6).
- If the native stockpiled soils removed below the demarcation barrier cannot be returned to their original area, these soils must be disposed of off-site at a licensed facility in accordance with applicable rules and regulations.
- Soils beneath the buildings, garages, sidewalks or other "hardscape" areas must be considered affected soil. Therefore, if any soils are excavated from beneath these areas, they must be placed back into the excavation and capped with "hardscape" or demarcation barrier and approximately two feet of clean fill. Any soil not returned to the excavation must be disposed of off-site at a licensed facility in accordance with applicable rules and regulations.
- An annual certification must be made to the NYSDEC indicating that the requirements of this Plan have been met and denote areas where deficiencies have occurred, if any. A Site Management Report, including any required inspection or sampling documentation and certifications, shall be submitted by the Owner to NYSDEC by March 1st following the calendar reporting year, along with an Annual Certification, signed and certified by the Owner, and certifying that the engineering controls (SSDS and site cover system) are in place and functioning correctly, or noting any deficiencies and including a corrective action plan for these deficiencies to be corrected. The owner will also certify that NYSDEC is allowed access to the Site to inspect the engineering controls.

The institutional controls installed at the Controlled Property are as follows:

- i) The impermeable surfaces, consisting of the asphalt in the parking areas and sidewalks/walkways and the soil cover in the landscaped areas and the building structures are maintained in accordance with the approved Site Management Plan (SMP).

ii) All future soil disturbance activities, including building renovation/expansion, subgrade utility line repair/relocation, and new construction are conducted in accordance with the approved SMP.

iii) The use of the groundwater underlying the Site is prohibited without treatment rendering it safe for intended purposes.

iv) The SSDS and site cover system will be operated and maintained as required by the approved SMP dated December 2008. Annual inspection and reporting will be performed in a manner specified in the approved SMP dated December 2008.

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.

C) 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 3
NYS DEC
21 South Putt Corners Road
New Paltz, NY 12561-1696

or

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

D. The Controlled Property may not be used for a higher level of use such as **unrestricted residential** use (as presently defined in 6 NYCRR Part 375-1.8 (g)) and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

E. 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.

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

1. 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 to the Controlled Property by operation of law, by deed, or by indenture, 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: WESTCHESTER Site No: C 360071 BCA Index No: -W3-1065-05-05

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.

Parties shall address correspondence to: Site No. C 360071
Environmental Easement Attorney
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

Such correspondence shall be delivered by hand, or 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. 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: **City of Yonkers Industrial Development Agency**

By: Melvin D. Carter

Title: Chief Financial Officer Date: 12/18/03

Grantor's Name: **Collins Yonkers II LLC**

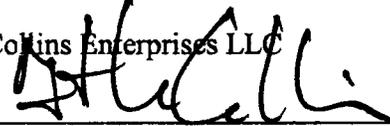
By: Hudson Park North Holding LLC
Its Managing Member

By: Collins Yonkers North, LLC
Its Managing Member

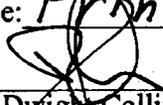
By: 
Arthur Collins II - A Manager
Title: Principal Date: 12/9/08

Collins Yonkers III LLC

By: Collins Enterprises LLC

By: 
Arthur Collins II - A Manager

Title: Principal Date: 12/9/08

By: 
Dwight Collins - A Manager

Title: Principal Date: 12/9/08

Collins Yonkers IV LLC

By: Collins Enterprises LLC

By:  12/9/08
Arthur Collins II - A Manager

Title: Principal Date: _____

By: 
Dwight Collins - A Manager

Title: Principal Date: 12/9/08

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

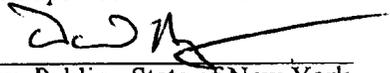
by: 
Alexander B. Grannis, Commissioner

County: WESTCHESTER Site No: C 360071 BCA Index No: -W3-1065-05-05

Grantor's Acknowledgment

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

On the 9 day of December, in the year 2008, before me, the undersigned, personally appeared Melina Ceter, 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.

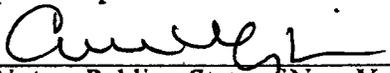

Notary Public - State of New York

DAVID ROTHMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02RO6184852
Qualified in Westchester County
My Commission Expires April 07, 2012

Grantor's Acknowledgment

Connecticut
STATE OF ~~NEW YORK~~)
COUNTY OF *Fairfield*) ss: *Stanford*

On the 9th day of December, in the year 2008, before me, the undersigned, personally appeared Arthur Collins, 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.

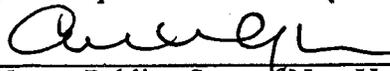

Notary Public - State of New York

CATHERINE WENDY NEIMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30. 2010

Grantor's Acknowledgment

Connecticut
STATE OF ~~NEW YORK~~)
COUNTY OF *Fairfield*) ss: *Stanford*

On the 9th day of December, in the year 2008, before me, the undersigned, personally appeared Dwight Collins, 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

CATHERINE WENDY NEIMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30. 2010

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, in the year 20 __, before me, the undersigned, personally appeared _____, 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

SCHEDULE "A"
PROPERTY DESCRIPTION

Legal Description – Operable Unit 1
Parcel C (includes Parcel D, Water St. and portion of Dock St.)

ALL that certain 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 line of land now or formerly N.Y. Central Railroad Co. (Lot 1, Block 7000 as shown on the Tax Maps of the City of Yonkers), where the same is intersected by the northerly line of Tax Lot 30, Block 2600;

RUNNING THENCE along the northerly line of Tax Lots 30 and 35, the following courses and distances:

N 73 degrees 41 minutes 20 seconds W, 138.23 feet to a point,
N 70 degrees 13 minutes 25 seconds W, 119.95 feet to a point,
N 72 degrees 02 minutes 35 seconds W, 74.00 feet to a point,
N 73 degrees 48 minutes 02 seconds W, 47.84 feet to a point,
N 18 degrees 57 minutes 10 seconds E, 13.00 feet to a point,
And N 71 degrees 02 minutes 50 seconds W, 20.44 feet to a point;

RUNNING THENCE through Tax Lots 45, 40 and 33, Block 2600, along the approximate easterly edge of water of the Hudson River, as located September 16, 2004 by Aristotle Bournazos, P.C., Land Surveyors – Planners, the following courses and distances:

N 20 degrees 28 minutes 48 seconds E, 78.14 feet to a point,
N 87 degrees 12 minutes 32 seconds E, 32.69 feet to a point,
N 80 degrees 02 minutes 13 seconds E, 57.15 feet to a point,
N 74 degrees 29 minutes 40 seconds E, 87.56 feet to a point,
And N 18 degrees 59 minutes 09 seconds E, 137.03 feet to a point;

RUNNING THENCE along the southerly line of Tax Lots 77 and 67, Block 2600, the following courses and distances:

S 71 degrees 02 minutes 50 seconds E, 16.50 feet to a point,
And S 70 degrees 13 minutes 05 seconds E, 322.63 feet to a point on the westerly line of land now or formerly N.Y. Central Railroad Co. (Tax Lot 1, Block 7000);

RUNNING THENCE along said westerly line, S 36 degrees 02 minutes 00 seconds W, 318.58 feet to the point or place of BEGINNING,

CONTAINS 2.5421 Acres.

Legal Description – Operable Unit 2
Parcel B/Northern Parcel C
(includes portion of Wells Avenue)
Consisting of the following 3 parcels:

1.Parcel B

ALL that certain 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 formed by the intersection of the westerly side of Alexander Street with the northerly side of Wells Avenue;

RUNNING THENCE along said northerly side of Wells Avenue, N 69 degrees 30 minutes 00 seconds W, 361.65 feet to a point;

RUNNING THENCE through Lot 73, Block 2605 as shown on the Tax Maps of the City of Yonkers, and along the approximate easterly edge of water of the Hudson River, as located September 16, 2004 by Aristotle Bournazos, P.C., Land Surveyors and Planners, the following courses and distances:

N 29 degrees 39 minutes 18 seconds E, 80.19 feet to a point,
And N 39 degrees 39 minutes 17 seconds E, 52.58 feet to a point on the southerly line of Tax Lot 67, Block 2605;

RUNNING THENCE along the southerly line of Tax Lot 67, block 2605, S 69 degrees 30 minutes 00 seconds E, 367.45 feet to a point on the westerly side of Alexander Street;

RUNNING THENCE along said westerly side of Alexander Street, S 36 degrees 02 minutes 00 seconds W, 133.62 feet to the point or place of BEGINNING.

CONTAINS 1.0858 Acres.

2.Northern Parcel C

ALL that certain 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 line of land now or formerly N.Y. Central Railroad Co. (Lot I, Block 7000 as shown on the Tax Maps of the City of Yonkers) where the same is intersected by the northerly line of Tax Lot 57, Block 2600;

RUNNING THENCE along the northerly line of Tax lot 57, Block 2600, the northerly terminus of Water Street, and the northerly line of Tax Lot 33, Block 2600, S 70 degrees 13 minutes 05 seconds E, 304.10 feet to a point;

RUNNING THENCE through Tax Lots 67 and 77, Block 2600, and along the approximate easterly edge of water of the Hudson River, as located September 16, 2004 by Aristotle Bournazos, P.C. Land Surveyors and Planners, the following courses and distances:

N 19 degrees 46 minutes 55 seconds E, 32.52 feet to a point,
N 70 degrees 04 minutes 45 seconds W, 82.50 feet to a point,
And N 20 degrees 30 minutes 00 seconds E, 47.47 feet to a point on the southerly side of

Wells Avenue;

RUNNING THENCE along said southerly side of Wells Avenue, S 69 degrees 30 minutes 00 seconds E, 354.70 feet to a point on the westerly side of Alexander Street;

RUNNING THENCE along said westerly side of Alexander Street, S 36 degrees 02 minutes 00 seconds W, 25.23 feet to the southerly side of Alexander Street;

RUNNING THENCE along the southerly side of Alexander Street, S 69 degrees 30 minutes 00 seconds E, 53.22 feet to a point on the westerly line of land now or formerly N.Y. Central Railroad Co. (Tax Lot 1, Block 7000);

RUNNING THENCE along said westerly line, S 36 degrees 02 minutes 00 seconds W, 52.97 feet to the point or place of BEGINNING.

CONTAINES 0.6174 Acres.

3. Portion of Wells Avenue

ALL that certain 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 the corner formed by the intersection of the westerly side of Alexander Street with the northerly side of Wells Avenue;

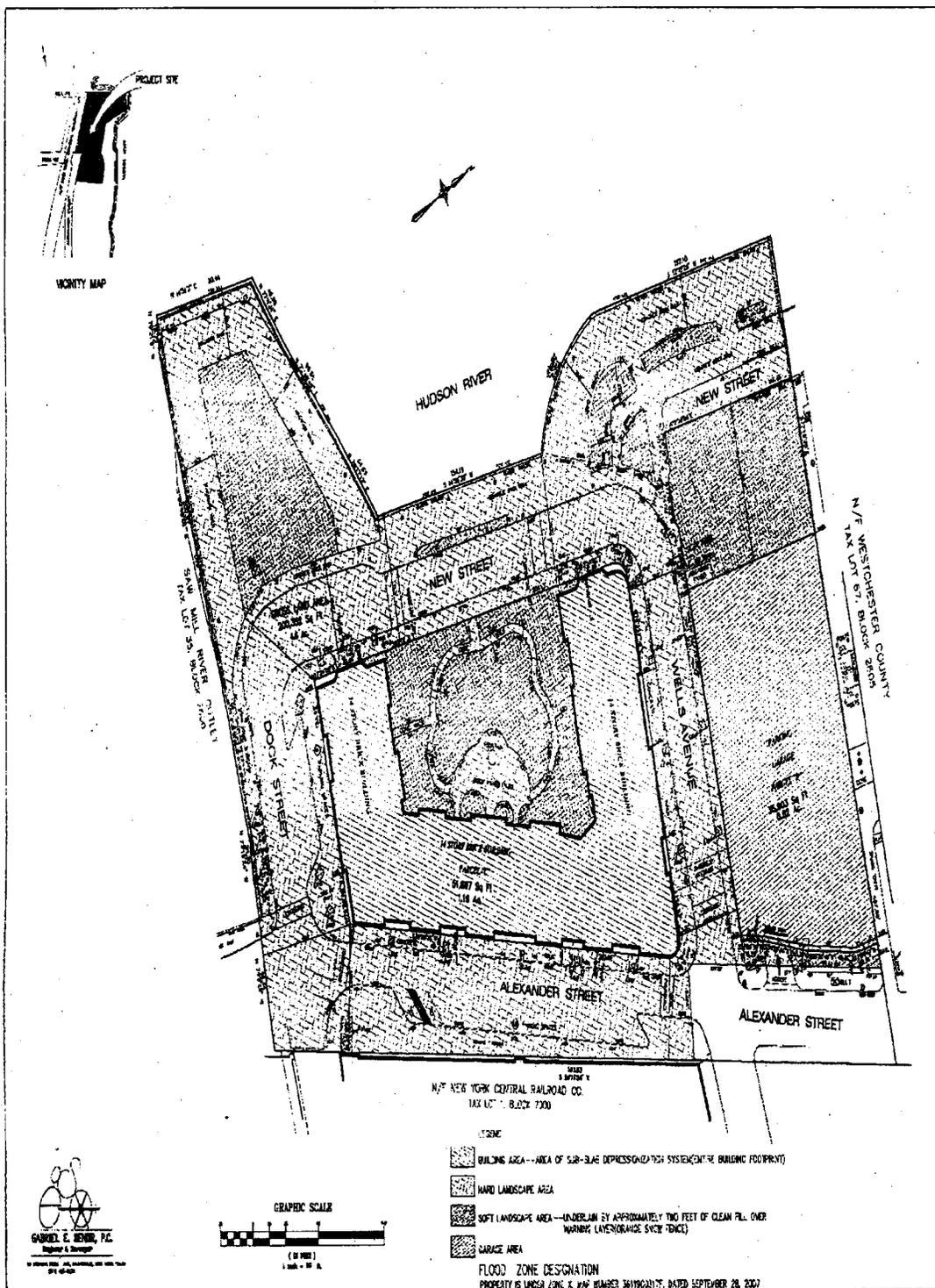
RUNNING THENCE along the westerly side of Alexander Street, S 36 degrees 02 minutes 00 seconds W, 25.95 feet through the road bed of Wells Avenue to the corner formed by said westerly side of Alexander Street with the southerly side of Wells Avenue;

RUNNING THENCE along the southerly side of Wells Avenue, N 69 degrees 30 minutes 00 seconds W, 354.70 feet to the approximate easterly edge of water of the Hudson River, as located September 16, 2004 by Aristotle Bournazos, P.C., Land Surveyors and Planners;

RUNNING THENCE along said easterly edge of water, N 20 degrees 30 minutes 00 seconds E, 25.00 feet to a point on the northerly side of Wells Avenue;

RUNNING THENCE along said northerly side of Wells Avenue, S 69 degrees 30 minutes 00 seconds E, 361.65 feet to the point or place of BEGINNING.

CONTAINS 0.206 Acres.



Notation: The owner certifies that this is a true and correct copy of the original survey as shown on the attached map and that the same is a true and correct copy of the original survey as shown on the attached map and that the same is a true and correct copy of the original survey as shown on the attached map.

Order of the survey was not bearing the true survey's reference and that the conditions to be in the said copy. Copyright © 2000, P.C. 2000, ALL RIGHTS RESERVED.

For information intended for public use, the person for whom the survey was prepared and on his behalf for the city, county, governmental agency and hereby certifies that the survey was prepared in accordance with the professional standards and ethics of the profession.

Prepared by Gabriel E. Senger, P.C., 1000 West 13th Street, Suite 200, New York, New York 10019. The survey was prepared and on his behalf for the city, county, governmental agency and hereby certifies that the survey was prepared in accordance with the professional standards and ethics of the profession.

NO.	DATE	BY	BY

ALTA SURVEY OF
PARCEL "B" & "C"
YONKERS WATERFRONT
LOCALITY:
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

GABRIEL E. SENGER, P.C.
Professional Engineer
1000 West 13th Street, Suite 200
New York, New York 10019
Tel: 212-692-1234

FIELD NO.	DATE	BY	BY



- BUILDING AREA -- AREA OF SUB-SLAB DEPRESSION SYSTEM (UNDER BUILDING FOOTPRINT)
- HARD LANDSCAPE AREA
- SOFT LANDSCAPE AREA -- UNDERLAIN BY APPROXIMATELY TWO FEET OF CLEAN FILL OVER WORKING LAYER (ORANGE SINK FENCE)
- GARAGE AREA

FLOOD ZONE DESIGNATION
PROPERTY IS UNDER LOCAL ZONING AND ZONING BOARD'S JURISDICTION, DATED SEPTEMBER 28, 2007

EDMS # 321898