

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

THIS INDENTURE made this 26th day of June, 2018, between Owner, City of New York, (the "Fee Owner"), a municipal corporation of the State of New York, having an address at City Hall, New York, New York 10007, and Brooklyn Navy Yard Development Corporation, (the "Tenant"), a New York State not-for-profit corporation, having an office at 63 Flushing Avenue, Unit 300, Brooklyn, New York 11205, (and together with Fee Owner, 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;

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;

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;

WHEREAS, Fee Owner, is the owner of real property located in the Brooklyn Navy Yard southwesterly from the intersection of Kent Avenue with Clymer Street in the Borough of Brooklyn, County of Kings and State of New York, known and designated on the tax map of the County Clerk of Kings as tax map parcel number: Block 2023 Lot 1, being part of that property conveyed to Grantor by deed dated June 10, 1970 and recorded in the City Register of the City of New York in Reel 417 Page 1420. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 146.7899 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 14, 2018 and last revised June 12, 2018 prepared by Gregory S. Gallas, L.L.S. of Galas Surveying Group, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A;

WHEREAS, Tenant, has a 49-year leasehold interest in a portion of the Controlled

Property by means of a Lease dated July 1, 2012, as amended, a memorandum of lease dated October 28, 2014 which was recorded in the City Register of the City of New York as CRFN # 2014000417792;

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public 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;

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Voluntary Cleanup Agreement Number: 02-0001-97-08, 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:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv), including passive recreational uses, cultural uses, and college or graduate academic and administrative facilities, all with limited potential for soil contact. Interior classroom and administrative facilities for secondary education with limited potential for soil contact shall be allowed. Rooftop gardens shall be allowed so long as they are not grown using soil from the Controlled Property.

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

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

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City

Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

(6) 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;

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

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

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

(10) 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 Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), 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:

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, at such time as NYSDEC may require, 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: V00120
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.

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

Brooklyn Navy Yard Development Corporation:

By: Paul Kelly

Print Name: Paul Kelly

Title: Secretary Date: 6/20/2018

Tenant's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 20th day of June, in the year 2018, before me, the undersigned, personally appeared Paul Kelly, 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.

Melissa H. Goldschmid
Notary Public - State of New York

Melissa H Goldschmid
Notary Public, State of New York
Reg. No. 02GO6375533
Qualified in KINGS County
Commission Expires 05/21/2022

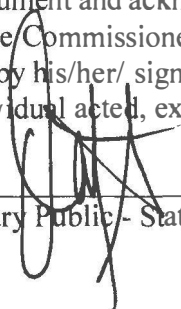
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 26th day of June, in the year 2018, before me, the undersigned, personally appeared Michael J. Ryan, 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, 2021

SCHEDULE "A" PROPERTY DESCRIPTION

**METES & BOUNDS DESCRIPTION
ENVIRONMENTAL EASEMENT
PART OF LOT 1, BLOCK 2023
BOROUGH OF BROOKLYN
KINGS COUNTY, CITY & STATE OF NEW YORK**

BEGINNING AT A POINT ON THE EASTERLY LINE OF NAVY STREET (80' WIDE) WHERE SAME IS INTERSECTED BY THE DIVIDING LINE OF LOT 1 AND LOT 50, BLOCK 2023, SAID POINT HAVING A COORDINATE VALUE OF NORTH 194,116.15, EAST 989,703.56 IN THE NEW YORK STATE PLANE COORDINATE SYSTEM (NAD 1983), SAID POINT ALSO BEING DISTANT NORTH 02 DEGREES - 50 MINUTES - 14 SECONDS EAST, A DISTANCE OF 419.50 FEET FROM A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF FLUSHING AVENUE (70' WIDE) WITH SAID EASTERLY LINE OF NAVY STREET (80' WIDE) AND FROM SAID BEGINNING POINT RUNNING, THENCE; THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERLY LINE OF NAVY STREET:

1. NORTH 02 DEGREES - 50 MINUTES - 14 SECONDS EAST, A DISTANCE OF 483.53 FEET TO A POINT, THENCE;
2. NORTH 30 DEGREES - 08 MINUTES - 03 SECONDS WEST, A DISTANCE OF 280.55 FEET TO A POINT, THENCE; THE FOLLOWING THREE (3) COURSES ALONG A LINE DIVIDING LOT 1 AND LOT 100, BLOCK 2023:
 3. NORTH 12 DEGREES - 03 MINUTES - 06 SECONDS EAST, A DISTANCE OF 170.42 FEET TO A POINT, THENCE;
 4. SOUTH 79 DEGREES - 14 MINUTES - 14 SECONDS EAST, A DISTANCE OF 131.27 FEET TO A POINT, THENCE;
 5. NORTH 36 DEGREES - 40 MINUTES - 24 SECONDS EAST, A DISTANCE OF 174.98 FEET TO A POINT, THENCE; THE FOLLOWING TWO (2) COURSES ALONG A LINE DIVIDING LOT 1 AND LOT 125, BLOCK 2023:
 6. SOUTH 77 DEGREES - 47 MINUTES - 43 SECONDS EAST, A DISTANCE OF 540.19 FEET TO A POINT, THENCE;
 7. NORTH 12 DEGREES - 12 MINUTES - 17 SECONDS EAST, A DISTANCE OF 482.29 FEET TO A POINT, THENCE; THE FOLLOWING ONE-HUNDRED (100) COURSES ALONG VARIOUS BULKHEADS ALONG THE DRY DOCKS AND WALLABOUT BAY:
 8. SOUTH 82 DEGREES - 24 MINUTES - 16 SECONDS EAST, A DISTANCE OF 5.60 FEET TO A POINT, THENCE;
 9. SOUTH 09 DEGREES - 17 MINUTES - 46 SECONDS WEST, A DISTANCE OF 5.78 FEET TO A POINT, THENCE;
 10. SOUTH 54 DEGREES - 39 MINUTES - 55 SECONDS EAST, A DISTANCE OF 123.38 FEET TO A POINT, THENCE;
 11. SOUTH 35 DEGREES - 24 MINUTES - 08 SECONDS EAST, A DISTANCE OF 99.26 FEET TO A POINT, THENCE;
 12. SOUTH 35 DEGREES - 28 MINUTES - 11 SECONDS EAST, A DISTANCE OF 122.43 FEET TO A POINT THENCE;
 13. SOUTH 47 DEGREES - 45 MINUTES - 55 SECONDS EAST, A DISTANCE OF 201.62 FEET TO A POINT, THENCE;

14. SOUTH 29 DEGREES – 10 MINUTES – 43 SECONDS EAST, A DISTANCE OF 74.73 FEET TO A POINT, THENCE;
15. SOUTH 62 DEGREES – 41 MINUTES – 10 SECONDS EAST, A DISTANCE OF 57.18 FEET TO A POINT, THENCE;
16. SOUTH 27 DEGREES – 18 MINUTES – 50 SECONDS WEST, A DISTANCE OF 92.21 FEET TO A POINT, THENCE;
17. NORTH 62 DEGREES – 41 MINUTES – 10 SECONDS WEST, A DISTANCE OF 16.05 FEET TO A POINT, THENCE;
18. SOUTH 26 DEGREES – 37 MINUTES – 32 SECONDS WEST, A DISTANCE OF 286.61 FEET TO A POINT, THENCE;
19. SOUTH 63 DEGREES – 23 MINUTES – 06 SECONDS EAST, A DISTANCE OF 97.92 FEET TO A POINT, THENCE;
20. NORTH 26 DEGREES – 46 MINUTES – 02 SECONDS EAST, A DISTANCE OF 285.89 FEET TO A POINT, THENCE;
21. NORTH 62 DEGREES – 41 MINUTES – 10 SECONDS WEST, A DISTANCE OF 15.94 FEET TO A POINT, THENCE;
22. NORTH 27 DEGREES – 18 MINUTES – 50 SECONDS EAST, A DISTANCE OF 91.73 FEET TO A POINT, THENCE;
23. SOUTH 62 DEGREES – 41 MINUTES – 10 SECONDS EAST, A DISTANCE OF 34.62 FEET TO A POINT, THENCE;
24. NORTH 25 DEGREES – 09 MINUTES – 37 SECONDS EAST, A DISTANCE OF 53.89 FEET TO A POINT, THENCE;
25. NORTH 19 DEGREES – 52 MINUTES – 46 SECONDS WEST, A DISTANCE OF 12.55 FEET TO A POINT, THENCE;
26. NORTH 73 DEGREES – 05 MINUTES – 53 SECONDS EAST, A DISTANCE OF 14.80 FEET TO A POINT, THENCE;
27. SOUTH 64 DEGREES – 12 MINUTES – 29 SECONDS EAST, A DISTANCE OF 50.20 FEET TO A POINT, THENCE;
28. SOUTH 20 DEGREES – 08 MINUTES – 21 SECONDS EAST, A DISTANCE OF 8.80 FEET TO A POINT, THENCE;
29. SOUTH 25 DEGREES – 18 MINUTES – 50 SECONDS WEST, A DISTANCE OF 11.68 FEET TO A POINT, THENCE;
30. SOUTH 64 DEGREES – 41 MINUTES – 10 SECONDS EAST, A DISTANCE OF 205.26 FEET TO A POINT, THENCE;
31. SOUTH 25 DEGREES – 39 MINUTES – 09 SECONDS WEST, A DISTANCE OF 155.47 FEET TO A POINT, THENCE;
32. NORTH 64 DEGREES – 20 MINUTES – 51 SECONDS WEST, A DISTANCE OF 11.86 FEET TO A POINT, THENCE;
33. SOUTH 26 DEGREES – 52 MINUTES – 28 SECONDS WEST, A DISTANCE OF 581.92 FEET TO A POINT OF CURVATURE, THENCE;

34. ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 218.35 FEET, A RADIUS OF 69.50 FEET, A CENTRAL ANGLE OF 180 DEGREES – 00 MINUTES – 00 SECONDS, BEARING A CHORD OF SOUTH 63 DEGREES – 07 MINUTES – 32 SECONDS EAST, A CHORD DISTANCE OF 139.00 FEET TO A POINT OF TANGENCY, THENCE;
35. NORTH 26 DEGREES – 52 MINUTES – 28 SECONDS EAST, A DISTANCE OF 575.85 FEET TO A POINT, THENCE;
36. NORTH 64 DEGREES – 28 MINUTES – 24 SECONDS WEST, A DISTANCE OF 7.31 FEET TO A POINT, THENCE;
37. NORTH 25 DEGREES – 31 MINUTES – 36 SECONDS EAST, A DISTANCE OF 64.19 FEET TO A POINT, THENCE;
38. NORTH 59 DEGREES – 45 MINUTES – 26 SECONDS EAST, A DISTANCE OF 67.43 FEET TO A POINT, THENCE;
39. SOUTH 39 DEGREES – 29 MINUTES – 48 SECONDS EAST, A DISTANCE OF 85.46 FEET TO A POINT, THENCE;
40. SOUTH 69 DEGREES – 51 MINUTES – 51 SECONDS EAST, A DISTANCE OF 43.46 FEET TO A POINT, THENCE;
41. SOUTH 40 DEGREES – 45 MINUTES -18 SECONDS EAST, A DISTANCE OF 85.18 FEET TO A POINT, THENCE;
42. SOUTH 49 DEGREES – 10 MINUTES – 03 SECONDS WEST, A DISTANCE OF 10.10 FEET TO A POINT, THENCE;
43. SOUTH 40 DEGREES – 45 MINUTES – 19 SECONDS EAST, A DISTANCE OF 292.05 FEET TO A POINT, THENCE;
44. SOUTH 52 DEGREES – 51 MINUTES – 21 SECONDS EAST, A DISTANCE OF 118.97 FEET TO A POINT, THENCE;
45. NORTH 49 DEGREES – 33 MINUTES – 43 SECONDS EAST, A DISTANCE OF 60.57 FEET TO A POINT, THENCE;
46. NORTH 28 DEGREES – 44 MINUTES – 31 SECONDS WEST, A DISTANCE OF 120.46 FEET TO A POINT, THENCE;
47. NORTH 40 DEGREES – 45 MINUTES – 18 SECONDS WEST, A DISTANCE OF 291.28 FEET TO A POINT, THENCE;
48. SOUTH 49 DEGREES – 14 MINUTES – 42 SECONDS WEST, A DISTANCE OF 11.95 FEET TO A POINT, THENCE;
49. NORTH 40 DEGREES – 45 MINUTES – 18 SECONDS WEST, A DISTANCE OF 83.89 FEET TO A POINT, THENCE;
50. NORTH 19 DEGREES – 42 MINUTES – 58 SECONDS WEST, A DISTANCE OF 51.43 FEET TO A POINT, THENCE;
51. NORTH 41 DEGREES – 03 MINUTES – 46 SECONDS WEST, A DISTANCE OF 63.25 FEET TO A POINT, THENCE;
52. NORTH 54 DEGREES – 42 MINUTES – 44 SECONDS EAST, A DISTANCE OF 50.18 FEET TO A POINT, THENCE;

53. NORTH 73 DEGREES -14 MINUTES – 08 SECONDS EAST, A DISTANCE OF 109.18 FEET TO A POINT, THENCE;
54. SOUTH 41 DEGREES – 33 MINUTES – 58 SECONDS EAST, A DISTANCE OF 128.91 FEET TO A POINT, THENCE;
55. NORTH 49 DEGREES – 12 MINUTES – 52 SECONDS EAST, A DISTANCE OF 17.77 FEET TO A POINT, THENCE;
56. SOUTH 40 DEGREES – 47 MINUTES – 08 SECONDS EAST, A DISTANCE OF 728.91 FEET TO A POINT, THENCE;
57. SOUTH 68 DEGREES – 33 MINUTES – 49 SECONDS EAST, A DISTANCE OF 50.64 FEET TO A POINT, THENCE;
58. NORTH 49 DEGREES – 03 MINUTES -- 33 SECONDS EAST, A DISTANCE OF 69.55 FEET TO A POINT, THENCE;
59. NORTH 13 DEGREES – 40 MINUTES – 31 SECONDS WEST, A DISTANCE OF 49.52 FEET TO A POINT, THENCE;
60. NORTH 40 DEGREES – 47 MINUTES – 08 SECONDS WEST, A DISTANCE OF 729.44 FEET TO POINT, THENCE;
61. NORTH 49 DEGREES – 12 MINUTES – 52 SECONDS EAST, A DISTANCE OF 13.89 FEET TO A POINT, THENCE;
62. NORTH 40 DEGREES – 42 MINUTES – 19 SECONDS WEST, A DISTANCE OF 345.36 FEET TO A POINT OF CURVATURE, THENCE;
63. ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 16.96 FEET, A RADIUS OF 11.00 FEET, A CENTRAL ANGLE OF 88 DEGREES – 20 MINUTES – 10 SECONDS, BEARING A CHORD OF NORTH 03 DEGREES – 27 MINUTES – 46 SECONDS EAST, A CHORD DISTANCE OF 15.33 FEET TO A POINT OF TANGENCY, THENCE;
64. NORTH 47 DEGREES – 37 MINUTES – 51 SECONDS EAST, A DISTANCE OF 156.52 FEET TO A POINT OF CURVATURE, THENCE;
65. ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 17.27 FEET, A RADIUS OF 11.00 FEET, A CENTRAL ANGLE OF 89 DEGREES – 56 MINUTES – 56 SECONDS, BEARING A CHORD OF SOUTH 87 DEGREES – 23 MINUTES – 41 SECONDS EAST A CHORD DISTANCE OF 15.55 FEET TO A POINT OF TANGENCY, THENCE;
66. SOUTH 42 DEGREES – 25 MINUTES – 13 SECONDS EAST, A DISTANCE OF 110.42 FEET TO A POINT, THENCE;
67. SOUTH 42 DEGREES – 29 MINUTES- 59 SECONDS EAST, A DISTANCE OF 1,085.96 FEET TO A POINT, THENCE;
68. SOUTH 61 DEGREES – 22 MINUTES – 28 SECONDS EAST, A DISTANCE OF 29.01 FEET TO A POINT, THENCE;
69. NORTH 47 DEGREES – 44 MINUTES – 22 SECONDS EAST, A DISTANCE OF 130.95 FEET TO A POINT, THENCE;
70. NORTH 23 DEGREES – 21 MINUTES – 17 SECONDS WEST, A DISTANCE OF 29.71 FEET TO A POINT, THENCE;
71. NORTH 42 DEGREES – 23 MINUTES – 50 SECONDS WEST, A DISTANCE OF 1,023.78 FEET TO A POINT, THENCE;

72. NORTH 41 DEGREES – 22 MINUTES – 50 SECONDS WEST, A DISTANCE OF 343.52 FEET TO A POINT OF CURVATURE, THENCE;
73. ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 14.09 FEET, A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 80 DEGREES – 45 MINUTES – 10 SECONDS, BEARING A CHORD OF NORTH 01 DEGREE – 00 MINUTES – 15 SECONDS WEST, A CHORD DISTANCE OF 12.96 FEET TO A POINT OF TANGENCY, THENCE;
74. NORTH 39 DEGREES – 22 MINUTES – 20 SECONDS EAST, A DISTANCE OF 46.96 FEET TO A POINT OF CURVATURE, THENCE;
75. ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 15.35 FEET, A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 87 DEGREES – 57 MINUTES – 10 SECONDS, BEARING A CHORD OF NORTH 83 DEGREES – 20 MINUTES – 55 SECONDS EAST, A CHORD DISTANCE OF 13.89 FEET TO A POINT OF TANGENCY, THENCE;
76. SOUTH 52 DEGREES – 40 MINUTES – 30 SECONDS EAST, A DISTANCE OF 140.24 FEET TO A POINT, THENCE;
77. SOUTH 50 DEGREES – 43 MINUTES – 00 SECONDS EAST, A DISTANCE OF 1,082.50 FEET TO A POINT, THENCE;
78. NORTH 39 DEGREES – 23 MINUTES – 35 SECONDS EAST, A DISTANCE OF 129.68 FEET TO A POINT, THENCE;
79. NORTH 27 DEGREES – 11 MINUTES – 09 SECONDS WEST, A DISTANCE OF 50.74 FEET TO A POINT, THENCE;
80. NORTH 50 DEGREES – 31 MINUTES – 56 SECONDS WEST, A DISTANCE OF 1,067.42 FEET TO A POINT, THENCE;
81. NORTH 49 DEGREES – 17 MINUTES – 25 SECONDS WEST, A DISTANCE OF 108.87 FEET TO A POINT OF CURVATURE, THENCE;
82. ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 15.54 FEET, A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 89 DEGREES – 02 MINUTES – 17 SECONDS, BEARING A CHORD OF NORTH 04 DEGREES – 46 MINUTES – 16 SECONDS WEST, A CHORD DISTANCE OF 14.02 FEET TO A POINT OF TANGENCY, THENCE;
83. NORTH 39 DEGREES – 44 MINUTES – 52 SECONDS EAST, A DISTANCE OF 40.52 FEET TO A POINT OF CURVATURE, THENCE;
84. ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 15.60 FEET, A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 89 DEGREES – 23 MINUTES – 52 SECONDS, BEARING A CHORD OF NORTH 84 DEGREES – 26 MINUTES – 48 SECONDS EAST, A CHORD DISTANCE OF 14.07 FEET TO A POINT OF TANGENCY, THENCE;
85. SOUTH 50 DEGREES – 51 MINUTES – 16 SECONDS EAST, A DISTANCE OF 252.00 FEET TO A POINT, THENCE;
86. SOUTH 80 DEGREES – 27 MINUTES – 14 SECONDS EAST, A DISTANCE OF 90.63 FEET TO A POINT, THENCE;
87. NORTH 39 DEGREES – 34 MINUTES – 18 SECONDS EAST, A DISTANCE OF 67.46 FEET TO A POINT, THENCE;
88. NORTH 20 DEGREES – 18 MINUTES – 40 SECONDS WEST, A DISTANCE OF 85.18 FEET TO A POINT, THENCE;

89. NORTH 50 DEGREES – 48 MINUTES – 18 SECONDS WEST, A DISTANCE OF 836.33 FEET TO A POINT, THENCE;
90. NORTH 03 DEGREES – 02 MINUTES – 16 SECONDS EAST, A DISTANCE OF 159.96 FEET TO A POINT, THENCE;
91. NORTH 52 DEGREES – 34 MINUTES – 06 SECONDS EAST, A DISTANCE OF 285.72 FEET TO A POINT, THENCE;
92. NORTH 46 DEGREES – 03 MINUTES – 51 SECONDS WEST, A DISTANCE OF 789.14 FEET TO A POINT, THENCE;
93. NORTH 43 DEGREES – 56 MINUTES – 09 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT, THENCE;
94. SOUTH 46 DEGREES – 03 MINUTES – 51 SECONDS EAST, A DISTANCE OF 1,164.36 FEET TO A POINT, THENCE;
95. NORTH 43 DEGREES – 59 MINUTES – 09 SECONDS EAST, A DISTANCE OF 43.82 FEET TO A POINT, THENCE;
96. NORTH 04 DEGREES – 38 MINUTES – 10 SECONDS EAST, A DISTANCE OF 344.94 FEET TO A POINT, THENCE;
97. NORTH 14 DEGREES – 37 MINUTES – 20 SECONDS WEST, A DISTANCE OF 54.20 FEET TO A POINT, THENCE;
98. NORTH 34 DEGREES – 39 MINUTES – 02 SECONDS WEST, A DISTANCE OF 830.99 FEET TO A POINT, THENCE;
99. NORTH 55 DEGREES – 20 MINUTES – 58 SECONDS EAST, A DISTANCE OF 150.30 FEET TO A POINT, THENCE;
100. SOUTH 34 DEGREES – 39 MINUTES – 02 SECONDS EAST, A DISTANCE OF 804.97 FEET TO A POINT, THENCE;
101. NORTH 55 DEGREES – 20 MINUTES – 58 SECONDS EAST, A DISTANCE OF 39.14 FEET TO A POINT, THENCE;
102. SOUTH 26 DEGREES – 24 MINUTES – 40 SECONDS EAST, A DISTANCE OF 171.88 FEET TO A POINT, THENCE;
103. SOUTH 04 DEGREES – 42 MINUTES – 39 SECONDS WEST, A DISTANCE OF 334.00 FEET TO A POINT, THENCE;
104. SOUTH 10 DEGREES – 02 MINUTES – 16 SECONDS WEST, A DISTANCE OF 223.31 FEET TO A POINT, THENCE;
105. SOUTH 85 DEGREES – 03 MINUTES – 29 SECONDS EAST, A DISTANCE OF 90.54 FEET TO A POINT, THENCE;
106. SOUTH 03 DEGREES – 53 MINUTES – 53 SECONDS WEST, A DISTANCE OF 144.14 FEET TO A POINT, THENCE;
107. ALONG A LINE RUNNING THROUGH LOT 1, BLOCK 2023, SOUTH 21 DEGREES – 41 MINUTES – 24 SECONDS WEST, A DISTANCE OF DISTANCE OF 97.85 FEET TO A POINT, THENCE; THE FOLLOWING TWO (2) COURSES ALONG A LINE COMMON TO AN EXISTING ENVIRONMENTAL EASEMENT KNOWN AS SITE NO. 224019A:

108. SOUTH 50 DEGREES – 15 MINUTES – 37 SECONDS EAST, A DISTANCE OF 637.21 FEET TO A POINT, THENCE;
109. SOUTH 49 DEGREES – 46 MINUTES – 00 SECONDS EAST, A DISTANCE OF 382.01 FEET TO A POINT, THENCE; THE FOLLOWING EIGHT (8) COURSES ALONG THE PERIMETER EXTENTS OF THE AREA KNOWN AS SUBSTATION “H” EXCEPTION AREA:
 110. SOUTH 39 DEGREES – 16 MINUTES – 57 SECONDS WEST, A DISTANCE OF 62.82 FEET TO A POINT, THENCE;
 111. SOUTH 01 DEGREE – 57 MINUTES – 28 SECONDS WEST, A DISTANCE OF 116.68 FEET TO A POINT, THENCE;
 112. SOUTH 50 DEGREES – 54 MINUTES – 57 SECONDS EAST, A DISTANCE OF 141.54 FEET TO A POINT, THENCE;
 113. SOUTH 86 DEGREES – 30 MINUTES – 56 SECONDS EAST, A DISTANCE OF 166.83 FEET TO A POINT, THENCE;
 114. SOUTH 66 DEGREES – 37 MINUTES – 34 SECONDS EAST, A DISTANCE OF 85.21 FEET TO A POINT, THENCE;
 115. NORTH 43 DEGREES – 13 MINUTES – 51 SECONDS WEST, A DISTANCE OF 102.59 FEET TO A POINT, THENCE;
 116. NORTH 15 DEGREES – 33 MINUTES – 17 SECONDS WEST, A DISTANCE OF 65.54 FEET TO A POINT, THENCE;
 117. NORTH 44 DEGREES – 09 MINUTES – 13 SECONDS WEST, A DISTANCE OF 39.77 FEET TO A POINT, THENCE;
118. ALONG A LINE COMMON TO AN EXISTING ENVIRONMENTAL EASEMENT KNOWN AS SITE NO. 224019A, NORTH 50 DEGREES – 14 MINUTES – 31 SECONDS EAST, A DISTANCE OF 303.15 FEET TO A POINT ON THE SOUTHERLY LINE OF KENT AVENUE (87’ WIDE), THENCE; CONTINUING ALONG SAID SOUTHERLY LINE OF KENT AVENUE, THE FOLLOWING TWO (2) COURSES:
 119. SOUTH 43 DEGREES – 28 MINUTES – 53 SECONDS EAST, A DISTANCE OF 1,318.14 FEET TO A POINT, THENCE;
 120. SOUTH 28 DEGREES – 07 MINUTES – 24 SECONDS EAST, A DISTANCE OF 20.26 FEET TO A POINT, THENCE; THE FOLLOWING FOURTEEN (14) COURSES ALONG A LINE DIVIDING LOT 1 AND LOT 150, BLOCK 2023:
 121. SOUTH 46 DEGREES – 34 MINUTES – 51 SECONDS WEST, A DISTANCE OF 203.20 FEET TO A POINT, THENCE;
 122. NORTH 47 DEGREES – 39 MINUTES – 18 SECONDS WEST, A DISTANCE OF 878.73 FEET TO A POINT, THENCE;
 123. SOUTH 42 DEGREES – 20 MINUTES – 42 SECONDS WEST, A DISTANCE OF 38.42 FEET TO A POINT, THENCE;
 124. SOUTH 02 DEGREES – 28 MINUTES – 42 SECONDS WEST, A DISTANCE OF 99.27 FEET TO A POINT, THENCE;
 125. NORTH 86 DEGREES – 55 MINUTES – 35 SECONDS WEST, A DISTANCE OF 117.38 FEET TO A POINT, THENCE;
 126. SOUTH 03 DEGREES – 04 MINUTES – 25 SECONDS WEST, A DISTANCE OF 238.00 FEET TO A POINT, THENCE;

127. NORTH 86 DEGREES – 55 MINUTES – 35 SECONDS WEST, A DISTANCE OF 2.00 FEET TO A POINT, THENCE;
128. SOUTH 01 DEGREE – 03 MINUTES – 20 SECONDS EAST, A DISTANCE OF 303.67 FEET TO A POINT, THENCE;
129. SOUTH 82 DEGREES – 50 MINUTES – 55 SECONDS EAST, A DISTANCE OF 28.92 FEET TO A POINT, THENCE;
130. SOUTH 05 DEGREES – 16 MINUTES – 30 SECONDS EAST, A DISTANCE OF 229.45 FEET TO A POINT, THENCE;
131. NORTH 87 DEGREES – 28 MINUTES – 35 SECONDS WEST, A DISTANCE OF 419.05 FEET TO A POINT, THENCE;
132. SOUTH 02 DEGREES – 26 MINUTES – 28 SECONDS WEST, A DISTANCE OF 35.78 FEET TO A POINT, THENCE;
133. NORTH 87 DEGREES – 28 MINUTES – 41 SECONDS WEST, A DISTANCE OF 560.79 FEET TO A POINT, THENCE;
134. SOUTH 03 DEGREES – 02 MINUTES – 50 SECONDS WEST, A DISTANCE OF 484.07 FEET TO A POINT IN THE AFOREMENTIONED NORTHERLY LINE OF FLUSHING AVENUE (70' WIDE), THENCE;
135. ALONG SAID NORTHERLY LINE OF FLUSHING AVENUE, NORTH 86 DEGREES – 57 MINUTES – 10 SECONDS WEST, A DISTANCE OF 2,323.21 FEET TO A POINT, THENCE; THE FOLLOWING EIGHT (8) COURSES ALONG A LINE DIVIDING LOT 1 AND LOT 50, BLOCK 2023:
136. NORTH 02 DEGREES – 45 MINUTES – 20 SECONDS EAST, A DISTANCE OF 172.42 FEET TO A POINT, THENCE;
137. NORTH 19 DEGREES – 24 MINUTES – 07 SECONDS WEST, A DISTANCE OF 168.10 FEET TO A POINT, THENCE;
138. NORTH 39 DEGREES – 18 MINUTES – 55 SECONDS WEST, A DISTANCE OF 27.97 FEET TO A POINT, THENCE;
139. SOUTH 84 DEGREES – 59 MINUTES – 35 SECONDS WEST, A DISTANCE OF 173.74 FEET TO A POINT, THENCE;
140. NORTH 39 DEGREES – 21 MINUTES – 30 SECONDS WEST, A DISTANCE OF 194.54 FEET TO A POINT, THENCE;
141. NORTH 87 DEGREES – 14 MINUTES – 30 SECONDS WEST, A DISTANCE OF 165.20 FEET TO A POINT, THENCE;
142. SOUTH 02 DEGREES – 39 MINUTES – 20 SECONDS WEST, A DISTANCE OF 46.68 FEET TO A POINT, THENCE;
143. NORTH 87 DEGREES – 16 MINUTES – 25 SECONDS WEST, A DISTANCE OF 132.77 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 6,520,927 SQUARE FEET OR 149.6999 ACRES

EXCEPTING OUT AND THEREFROM THE FOLLOWING TWO (2) PARCELS:

BUILDING NO. 77

BEGINNING AT A POINT, SAID POINT BEING THE SOUTHEASTERLY MOST CORNER OF BUILDING 77 WITHIN THE INTERIOR OF LOT 1, BLOCK 2023, SAID POINT ALSO BEING DISTANT THE FOLLOWING TWO (2) COURSES FROM THE TERMINUS OF THE ABOVE DESCRIBED COURSE NO. 134 OF THE OVERALL EASEMENT WHICH IS IN THE NORTHERLY LINE OF FLUSHING AVENUE (70' WIDE) WHICH IS AT THE LINE DIVIDING LOT 1 AND LOT 150, BLOCK 2023:

- A) ALONG THE AFOREMENTIONED NORTHERLY LINE OF FLUSHING AVENUE, NORTH 86 DEGREES – 57 MINUTES – 10 SECONDS WEST, A DISTANCE OF 358.10 FEET TO A POINT, THENCE;
- B) ALONG A LINE RUNNING THROUGH LOT 1, BLOCK 2023, NORTH 03 DEGREES – 02 MINUTES – 50 SECONDS EAST, A DISTANCE OF 51.26 FEET TO THE POINT AND PLACE OF BEGINNING AND FROM SAID BEGINNING POINT RUNNING, THENCE; THE FOLLOWING FOUR (4) COURSES THROUGH SAID LOT 1, BLOCK 2023 WHICH IS GENERALLY THE PERIMETER EXTENTS OF BUILDING NO. 77:
 - 1. NORTH 86 DEGREES – 46 MINUTES – 07 SECONDS WEST, A DISTANCE OF 182.32 FEET TO A POINT, THENCE;
 - 2. NORTH 03 DEGREES – 09 MINUTES – 53 SECONDS EAST, A DISTANCE OF 342.34 FEET TO A POINT, THENCE;
 - 3. SOUTH 86 DEGREES – 55 MINUTES – 30 SECONDS EAST, A DISTANCE OF 182.61 FEET TO A POINT, THENCE;
 - 4. SOUTH 03 DEGREES – 12 MINUTES – 53 SECONDS WEST, A DISTANCE OF 342.84 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 62,510 SQUARE FEET OR 1.4350 ACRES

SUBLEASE PARCEL TO BNY TOWER ASSOCIATES, LLC

BEGINNING AT A POINT, SAID POINT BEING THE SOUTHERLY MOST CORNER OF THE SUBLEASE PARCEL TO BNY TOWER ASSOCIATES, LLC EXCEPTION AREA WITHIN THE INTERIOR OF LOT 1, BLOCK 2023, SAID POINT ALSO BEING DISTANT THE FOLLOWING THREE (3) COURSES FROM THE TERMINUS OF THE ABOVE DESCRIBED COURSE NO. 134 OF THE OVERALL EASEMENT WHICH IS IN THE NORTHERLY LINE OF FLUSHING AVENUE (70' WIDE) WHICH IS AT THE LINE DIVIDING LOT 1 AND LOT 150, BLOCK 2023:

- A) ALONG THE AFOREMENTIONED NORTHERLY LINE OF FLUSHING AVENUE, NORTH 86 DEGREES – 57 MINUTES – 10 SECONDS WEST, A DISTANCE OF 588.02 FEET TO A POINT, THENCE;
- B) ALONG A LINE RUNNING THROUGH LOT 1, BLOCK 2023, NORTH 03 DEGREES – 02 MINUTES – 50 SECONDS EAST, A DISTANCE OF 722.02 FEET TO A POINT, THENCE;
- C) NORTH 86 DEGREES – 57 MINUTES – 10 SECONDS WEST, A DISTANCE OF 88.28 FEET TO THE POINT AND PLACE OF BEGINNING AND FROM SAID BEGINNING POINT RUNNING, THENCE; THE FOLLOWING FIVE (5) COURSES ALONG THE PERIMETER EXTENTS OF THE BNY TOWER ASSOCIATES, LLC LEASE PARCEL:
 - 1. NORTH 41 DEGREES – 03 MINUTES – 54 SECONDS WEST, A DISTANCE OF 609.70 FEET TO A POINT, THENCE;

2. NORTH 48 DEGREES – 56 MINUTES – 06 SECONDS EAST, A DISTANCE OF 102.92 FEET TO A POINT, THENCE;
3. SOUTH 41 DEGREES – 03 MINUTES – 54 SECONDS EAST, A DISTANCE OF 626.59 FEET TO A POINT, THENCE;
4. SOUTH 48 DEGREES – 56 MINUTES – 06 SECONDS WEST, A DISTANCE OF 74.91 FEET TO A POINT, THENCE;
5. SOUTH 80 DEGREES – 01 MINUTE – 25 SECONDS WEST, A DISTANCE OF 32.71 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 64,250 SQUARE FEET OR 1.4750 ACRES

THE ABOVE DESCRIBED ENVIRONMENTAL EASEMENT CONTAINS
A NET AREA OF 6,394,167 SQUARE FEET OR 146.7899 ACRES