

CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY

AND

EXTELL HUDSON WATERFRONT LLC

TAX AGREEMENT

Dated as of April 1, 2019

Affected Tax Jurisdictions:

Westchester County
City of Yonkers

BUILDING A

Which Is Part of the Subdivision Map Attached Hereto As Schedule "1"
and More Particularly Described on Attached Schedule "1-A"

TAX AGREEMENT

THIS TAX AGREEMENT (the "Tax Agreement"), dated as of April 1, 2019, by and between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its offices located at 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the "Agency") and **EXTELL HUDSON WATERFRONT LLC**, a Delaware limited liability company having offices at 805 Third Avenue, 7th Floor, New York, New York 10022 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 83 of the Laws of 1982 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has submitted an application dated December 13, 2017 (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of: (i) the acquisition of a leasehold interest in approximately twenty (20) acres of land located at 35 Babcock Place, 39-A Water Grant Street, 39-B Water Grant Street, 40 Water Grant Street, 41 Water Grant Street, 42 Water Grant Street, 42-A Water Grant Street, 41-B Water Grant Street, 42-B Water Grant Street, 41 Rear Water Grant Street, 159 Alexander Street, 161 Alexander Street and 15 Babcock Place, to be formally re-subdivided after the date hereof into tax parcels general as described in Schedule 1 attached hereto City of Yonkers, New York; and any lands located in the City of Yonkers, New York, and occupied by license or easement during construction or improved by third parties for the benefit of the Project (the "Land"); (ii) the construction of a continuation of the Hudson River promenade (the "Promenade Improvements"); (iii) the acquisition, construction and equipping of a seven-buildings (Buildings A, B, C, D, E, F and Tower) with approximately 1,395 dwelling-unit residential development (containing both market-rate and affordable units) consisting of approximately 48,280 square feet of commercial space and approximately 1,587 parking spaces together with certain other on- and off-site public infrastructure improvements (collectively, with the Promenade Improvements, the "Improvements"); and (iv) the acquisition and installation in and around the Improvements of certain items of equipment and other tangible personal property (the "Equipment"; and, collectively with the Land and the Improvements, inclusive of the on- and off-site public improvements described herein and all areas of temporary and permanent access to install Improvements on or off the Land, collectively the "Facility"). The Facility shall be developed in phases over a thirteen (13) year period as described in Exhibit B attached hereto (the "Facility Phasing Schedule"); and

WHEREAS, in order to induce the Company to acquire, renovate, construct, reconstruct and equip the Facility, the Agency and Yonkers Economic Development Corporation ("YEDC") is willing to take a leasehold interest in the Facility (the "Lease to Agency"), and thereafter the Agency will lease the Facility back to the Company pursuant to the terms and conditions of a

certain Leaseback Agreement, dated as of April 1, 2019, by and between the Agency and the Company (the "Leaseback Agreement"; and together with the Lease to Agency, the "Lease Agreements"); and

WHEREAS, the Company and YEDC, as mortgagor, will enter into mortgage(s) in connection with financing to be incurred by the Company associated with the Project, as the same may be amended, modified and/or restated (the "Commercial Mortgages", and together with the respective Tax Agreement Mortgages and any other mortgage required in connection with the Project, the "Mortgages"); all such mortgages to be non-recourse as to the Agency and YEDC and to be recorded by YEDC so as to be exempt from all applicable state and local mortgage recording taxes; and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special charges as defined by Section 2.1 which shall be paid by the Company outside this Tax Agreement and respective Tax Agreements as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into this Tax Agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Westchester County and the City of Yonkers, inclusive of the City of Yonkers dependent school district (collectively, the "Affected Tax Jurisdictions"); provided however, as phases of construction are commenced on Buildings A-F and the Tower the parties will establish separate and distinct Tax Agreements for each phase in substantially the form of this Tax Agreement with each respective Tax Agreement having an independent set of lease and leaseback agreements such that the Company or its controlled affiliates can separately finance the phases without cross default between the phase; and

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 Exemption Application. A.) Subject to the completion and filing by the Agency or its designee at the direction of the Agency on or before the taxable status date **October 15, 2019** (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes for the periods set forth in Section 1.3. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County and City, including Real Estate Taxes levied by the City for its dependent school district. The Company shall provide the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional

information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due, specifically including but not limited to Real Estate Taxes for years prior to and after the tax years covered by this Tax Agreement. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B.) Agreement to Make Payments. The parties agree and acknowledge that payments made under this Tax Agreement are for purposes of obtaining revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are exempt from the payment of real property taxes pursuant to Section 412-a of the Real Property Tax Law and Section 874 of the General Municipal Law. The Company shall pay to the Agency, on December 1 of each year beginning on December 1, 2020 (for the benefit of the Affected Tax Jurisdictions), as an in lieu of tax payment, an amount equal to the Tax Payments as set forth on Schedule A (the "Tax Payments") for the periods described in Section 1.3. Notwithstanding any provision to the contrary, from and after the date of this Agreement until the Facility has obtained a temporary certificate of occupancy (or certificate of occupancy if a temporary is not issued), the Company shall make real property tax payments equal to one hundred percent (100%) of the amount of real property taxes and assessments that would have been levied and/or assessed against the Land based on the assessment which existed on the date ("Pre-Development Assessment Tax Payments"). Once a temporary certificate of occupancy for the Facility has been issued (or certificate of occupancy if a temporary is not issued), the Company shall immediately commence paying Tax Payments under the contemplated 20 year schedule for the respective Building/Tower. For example, if a temporary certificate of occupancy for Building C is issued before July 1, 2021 – the Company will make payments for City fiscal years 2020-21 and 2021-22 and County fiscal years 2021 and 2022 equal to the Pre-Development Assessment Tax Payments (in part under the respective Building/Tower Tax Agreements with the balance due hereunder) then with the City fiscal year 2022-23 and County fiscal year 2023 the Company will begin the 20 year schedule for Building C (subject to election to defer for one year should the Company not reach TCO on or before July 1, 2022). Thereafter, and for the next twenty (20) City and County fiscal years, the Company will make Tax Payments with respect to Building C plus payments of the Pre-Development Assessment Tax Payments related to parcels not included in the Building B Tax Agreement or other Building/Tower Tax Agreement. Under these circumstances, this Agreement (including

without limitation the period of benefits) will terminate on December 31, 2042 (last day of the respective County tax year), with respect to Building C.

All Tax Payments shall be mailed to the Agency at: City of Yonkers Industrial Development Agency, 470 Nepperhan Avenue, Suite 200, Yonkers, New York 10701, or as otherwise directed by the Agency. The Company hereby agrees to make all such Tax Payments without further notice or invoice from the Agency or the Affected Tax Jurisdictions. All checks shall be made payable as directed by the Agency from time to time.

(i) The Company hereby waives any and all rights it may have to any refund of prior tax payments for the periods prior to the periods described in Section 1.3.

(ii) The Agency and the Company intend to establish a fixed payment schedule of Tax Payments that are in lieu of real estate taxes with respect to the Facility that, absent a default by the Company or a change in law, shall provide tax certainty for the Company and revenue certainty for the Affected Tax Jurisdictions. The parties hereto acknowledge that the Company shall have all of the rights and remedies of a taxpayer, including the right to institute a grievance with respect to Real Estate Taxes. The Company hereby agrees for the benefit of the Affected Tax Jurisdictions to not seek a refund of any taxes paid or to be paid for periods prior to the periods described in Section 1.3. Any grievance the Company institutes shall only cause an adjustment in the Special Charges (as defined in Section 2.1) and the Company shall have the right to any refunds related to grievances involving Special Charges.

(iii) Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as taxes would have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.2 Valuation of Future Additions to the Facility: If there shall be a future addition to the Facility that has not been described in Schedule B constructed or added in any manner after the date of this Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the Application for a building permit, plans and specifications, and any other relevant evidence that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Tax Payment. The Agency shall notify the Company of any proposed increase in the Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax payment until a different Tax Payment shall be established. If a lesser Tax Payment is determined in any proceeding or by subsequent agreement of the parties, the Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in

the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax payment(s).

1.3 Period of Benefits. The tax benefits provided for herein shall be deemed to include: (i) the 2021 County tax year through the twenty-year tax period described on Schedule A attached hereto for the respective phase of the Facility as established in the respective Tax Agreement for such phase; and (ii) the 2020-2021 City tax year through the twenty-year tax period described on Schedule A attached hereto for the respective phase of the Facility as established in the respective Tax Agreement for such phase.

This Tax Agreement shall expire as set out in the respective Tax Agreement for such phase; provided in all events the Company will be making a payment under the respective Tax Agreements for County tax year and the City tax year in the amounts as if the Agency were not in title on the tax lien date with respect to the tax years immediately following the 20th tax year of the respective tax years described in each respective Tax Agreement. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of lease years elapsed), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"); provided, the foregoing shall not be interpreted to limit the Company and Agency from subsequently agreeing to additional benefits based upon commitments to make additional improvements or changes in use from time to time between the Agency and the Company. It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 *Special District Charges and other payments:* Special district charges, special assessments, special ad valorem levies specifically including but not limited to charges imposed by the City of Yonkers for frontage feet ("CC001"); Housing Units ("CC002"); ETPA Charge ("CC003"); and a Safety Inspection Fee ("CC004") and district charges including but not limited to pure water charges and Westchester County sewer district charges (collectively the "Special Charges"), are not included in the amount of the Tax Payment and are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event this Tax Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been

classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

3.2 Public Improvements. The Company shall develop as part of the Facility approximately 203 public parking spaces, approximately 3,300 linear feet of publicly accessible esplanade, approximately 4,000 linear feet of public roadways, approximately one (1) acre of public parks and/or any land occupied by license or easement during construction or improved by third parties for the benefit of the Project, and public lighting and other public infrastructure ("Public Improvements"). It is contemplated that all or portions of the Public Improvements may be dedicated to the City or otherwise transferred to a public entity from time to time. The payments due hereunder shall not be reduced as the Public Improvements are transferred to public parties and until such transfer the Company shall pay Special Charges as assessed, if any, as this Agreement does not exempt the Special Charges.

3.3 Separate Financing. The Company shall have the right from time to time, on notice to the Agency, to bifurcate the obligations contained herein and in previously-bifurcated agreements, and to assign its rights and obligations to one or more entities affiliated with the Company for purposes of financing one or more portions of the Facility. Upon so notifying the Agency, the parties will prepare bifurcated agreements to reflect the allocation of the obligations to the various portions of the Facility which are the subject of the respective bifurcated agreements and related lease and leaseback agreements. Other than the bifurcation to assign to affiliates for separate financings, or as otherwise permitted by the Lease Agreements, no other portion of any interest in this Tax Agreement may be assigned by the Company (excepting assignments and subleases in the ordinary course authorized by the Lease Agreements), nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld, delayed or conditioned.

Section IV - Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any Special Charges as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers and provide information to the Agency as requested from time to time.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Lease Agreements after the expiration of any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I herein are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I herein, if said payment is not received by the Delinquency Date defined in Section 6.1 herein, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

6.3 Prior to exercising any remedy hereunder, any Mortgagee, as defined in the Leaseback Agreement dated the date hereof, between the Agency and the Company, shall be afforded notice and the cure rights set forth in such section, as if such section were set forth in full herein.

Section VII - Assignment.

7.1 No portion of any interest in this Tax Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld, delayed or conditioned. The Company intends to develop the Facility in phases with one or two buildings first constructed with infrastructure for potentially all the phases with subsequent phases constructed as economic conditions permit. This Tax Agreement is subject to amendment and bifurcation from time to time to accommodate separate financing if necessary of the portions of the Facility. A separate Tax Agreement shall be established based on the terms contained herein for each Building A-F and Tower. NOTWITHSTANDING ANY OTHER TERM OR CONDITION CONTAINED HEREIN OR THE OTHER AGREEMENTS BETWEEN THE PARTIES, IF THE COMPANY ASSIGNS AN INTEREST IN ALL OR PART OF THE PROJECT TO AN ENTITY OR TRANSFERS DIRECT OR INDIRECT EQUITY INTERESTS WHEREBY THE CURRENT OWNERSHIP OF THE COMPANY CHANGES BY GREATER THAN FIFTY PERCENT (50%), THE COMPANY SHALL EITHER USE A DEED AND PAY THE YONKERS TRANSFER TAX OR PAY AN IN-LIEU-OF YONKERS TRANSFER TAX PAYMENT EQUAL TO THE AMOUNT THAT WOULD HAVE BEEN PAID HAD A DEED BEEN USED IN THE TRANSFER.

Section VIII – Miscellaneous.

8.1 This Tax Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency:

City of Yonkers Industrial Development Agency
470 Nepperhan Avenue, Suite 200
Yonkers, New York 10701
Attention: President/CEO

With Copies To:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attention: Shawn M. Griffin, Esq.

To the Company:

Extell Hudson Waterfront LLC
805 Third Avenue, 7th Floor
New York, New York 10022
Attn: Jack Mandelbaum

With a Copy To:

DelBello Donnellan Weingarten Wise & Wiederkehr, LLP
One North Lexington Avenue, 11th Floor
White Plains, New York 10601
Attn: Janet Giris, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

8.3 This Tax Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Westchester County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. No member, employee or agent of the Agency nor any person executing this Tax Agreement on its behalf shall be liable personally under this Tax Agreement. The Agency may assign the rights to payments to be received hereunder related to PILOT Increment Financing ("PIF") for one or more PIF funded projects identified from time to time by the Agency. The Company agrees to make payments through one or more trustees as directed by the Agency related to any PIF. No recourse shall be had for the payment of the principal or interest related to the PIF or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Tax Agreement.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

Building A

IN WITNESS WHEREOF, the parties hereto have executed this Tax Agreement as of the day and year first above written.

CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY

By: Wilson Kimball
Wilson Kimball, Secretary

EXTELL HUDSON WATERFRONT LLC

By: _____
Gary Barnett, Manager


Building A

IN WITNESS WHEREOF, the parties hereto have executed this Tax Agreement as of the day and year first above written.

CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Wilson Kimball, Secretary

EXTELL HUDSON WATERFRONT LLC

By:  _____
Gary Barnett, Manager

SCHEDULE A

to

Tax Agreement

dated as of April 1, 2019,

by and between

City of Yonkers Industrial Development Agency
and Extell Hudson Waterfront LLC

Pursuant to the terms of Section 1.1 of this Tax Agreement, "Tax Payments" shall mean an amount per annum equal to the following amounts for the period designated. "Pre YIDA" means payments based on then current tax rates multiplied by the respective assessed value of all 22 Tax Parcels described below and in the aggregate are defined as Pre-Development Assessment Tax Payments. If one or more the 22 Proposed Tax Parcels is not identified under the separate lease, leaseback, tax agreement, tax agreement mortgage for the respective Buildings/Tower, the amounts will be payable hereunder unless and until the parcels are added to said agreements or the respective land and improvements are accepted for dedication. If a Building/Tower has not received a temporary certificate of occupancy (or certificate of occupancy if a temporary is not issued) by the first day of the first City Tax Year described below for a dollar amount to be paid in excess of "Pre YIDA", provided the Company is pursuing development in the ordinary course and in good faith, the Company can by written notice elect to continue Pre YIDA payments only for the respective Building/Tower for up to One Year for Buildings C and D; up to two years for Buildings E, F, B, A; and up to three years for the Tower; in said event the respective 20 year schedule would transition and begin as described below for the later year identified by the Company. If TCO has not been attained by the first day of the City Tax Year described in the extension notice the Company will be required to begin making payments to preserve the Schedule or the respective parcels will be put on the tax rolls.

BLDG A 121			
City Tax Year	County Tax Year	ANNUAL PILOT PAYMENT	PER UNIT
2020-21	2021	Pre YIDA	Pre YIDA
2021-22	2022	Pre YIDA	Pre YIDA
2022-23	2023	Pre YIDA	Pre YIDA
2023-24	2024	Pre YIDA	Pre YIDA
2024-25	2025	Pre YIDA	Pre YIDA
2025-26	2026	Pre YIDA	Pre YIDA
2026-27	2027	Pre YIDA	Pre YIDA
2027-28	2028	Pre YIDA	Pre YIDA
2028-29	2029	Pre YIDA	Pre YIDA
2029-30	2030	\$217,729	\$1,117
2030-31	2031	\$222,124	\$1,139
2031-32	2032	\$226,607	\$1,162
2032-33	2033	\$231,181	\$1,186
2033-34	2034	\$235,847	\$1,209
2034-35	2035	\$240,608	\$1,234
2035-36	2036	\$245,464	\$1,259
2036-37	2037	\$250,419	\$1,284
2037-38	2038	\$255,473	\$1,310
2038-39	2039	\$260,630	\$1,337
2039-40	2040	\$322,230	\$1,652
2040-41	2041	\$357,740	\$1,835
2041-42	2042	\$397,165	\$2,037
2042-43	2043	\$440,933	\$2,261
2043-44	2044	\$489,526	\$2,510
2044-45	2045	\$644,172	\$3,303
2045-46	2046	\$694,181	\$3,560
2046-47	2047	\$748,072	\$3,836
2047-48	2048	\$806,147	\$4,134
2048-49	2049	\$868,730	\$4,455
2049-50	2050	Full Tax	Full Tax
2050-51	2051	Full Tax	Full Tax
2051-52	2052	Full Tax	Full Tax

Under the terms of this Tax Agreement, the Company shall continue to pay full taxes based on the applicable tax rate and the assessed value of the Land with respect to the Pre YIDA years described above as may be extended by Company election described above. Following the issuance of a TCO for a particular building/tower or phase, the Company shall make payments in accordance with the schedule for the subsequent tax years on the dates and in the amounts as contained in the above schedule but under the separate tax agreement applicable to the respective Building/Tower. As Building A-F and Tower receive a TCO and commence payments the portion of the Pre YIDA payments that related to the Land upon which the respective Building/Tower is constructed shall no longer be payable but the balance of the Land shall continue to make payments related to Pre YIDA.

SCHEDULE B

to

Tax Agreement

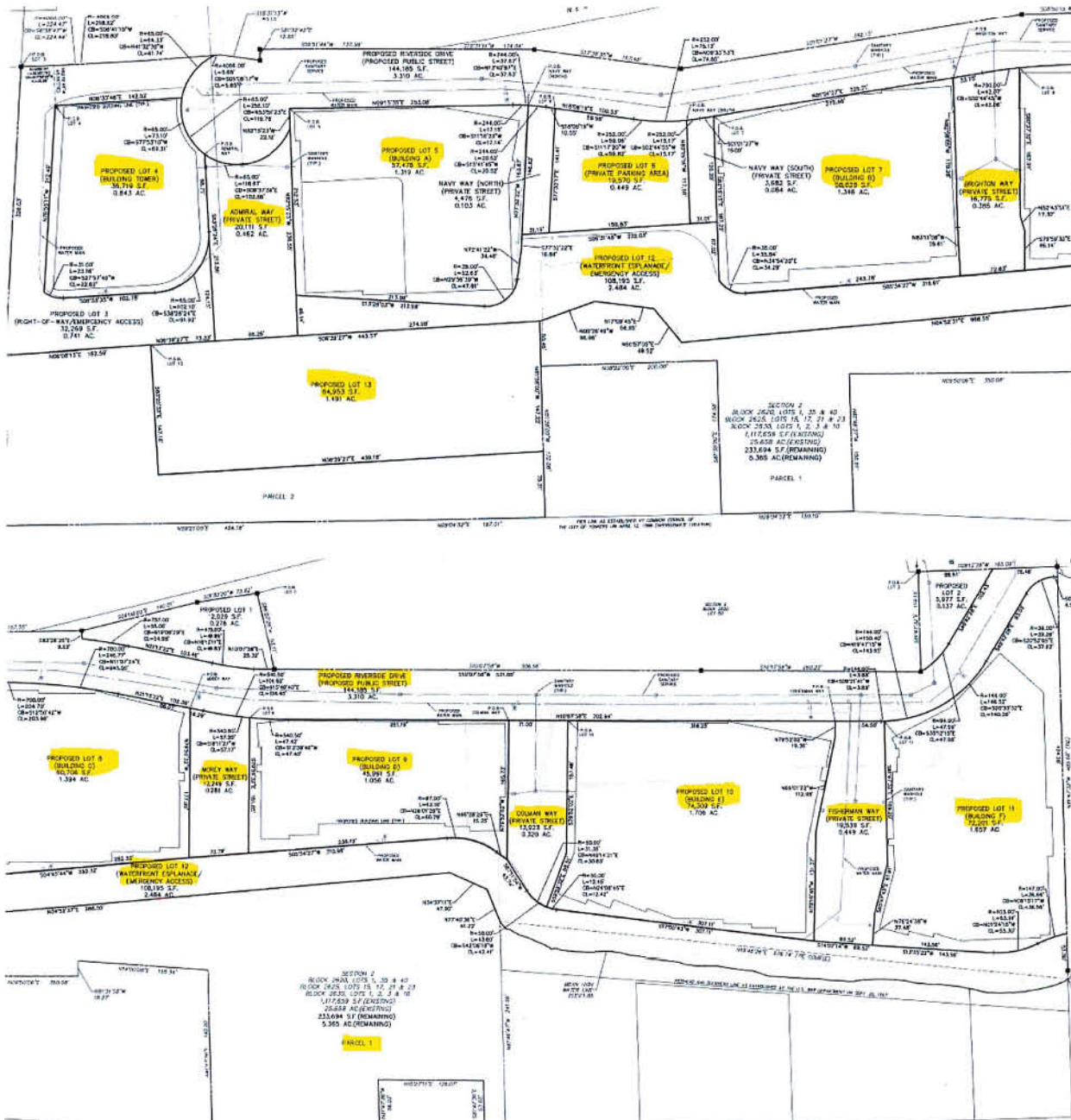
dated as of April 1, 2019,

by and between

City of Yonkers Industrial Development Agency
and Extell Hudson Waterfront LLC

FACILITY PHASING SCHEDULE

PHASE	TAX LOTS IMPROVED	IMPROVEMENTS
5	Lot 8	Building A





PROPOSED FISHERMAN WAY
PRIVATE STREET
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Lot 10 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South $10^{\circ}07'58''$ West a distance of 58.28 feet to a point of curvature, thence;
2. North $81^{\circ}47'32''$ West a distance of 172.15 feet to a point, thence;
3. North $65^{\circ}47'43''$ West a distance of 61.91 feet to a point, thence;
4. North $76^{\circ}24'38''$ West a distance of 37.48 feet to a point, thence;
5. North $14^{\circ}07'14''$ East a distance of 69.52 feet to a point, thence;
6. South $79^{\circ}16'46''$ East a distance of 131.37 feet to a point, thence;
7. South $69^{\circ}01'22''$ East a distance of 112.98 feet to a point, thence;
8. South $79^{\circ}52'02''$ East a distance of 22.36 feet to the **POINT OF BEGINNING**.

Containing an area of 19,713 square feet or 0.452 acres more or less.

Subject to a 10 foot wide Waterline Easement.

Subject to a 20 foot wide Drainage Easement.



Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

1. 732.560.9700



PROPOSED MOREY WAY
PRIVATE STREET
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

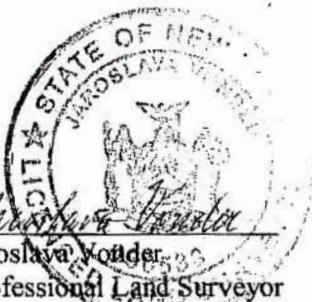
BEGINNING at a point, said point being the southeasterly corner of Proposed Lot 8 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South $21^{\circ}13'22''$ West a distance of 16.89 feet to a point of curvature, thence;
2. On a curve to the left having a radius of 537.50 feet, an arc length of 56.61 feet, a central angle of $06^{\circ}02'05''$, whose chord bears South $18^{\circ}12'19''$ West a chord distance of 56.59 feet to a point of cusp, thence;
3. North $79^{\circ}59'32''$ West a distance of 164.07 feet to a point, thence;
4. North $05^{\circ}34'27''$ East a distance of 72.79 feet to a point, thence;
5. South $79^{\circ}59'32''$ East a distance of 181.05 feet to the **POINT OF BEGINNING**.

Containing an area of 12,470 square feet or 0.286 acres more or less.

Subject to a 10 foot wide Waterline Easement.

Subject to a 20 foot wide Drainage Easement.


Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 18, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.pss-ny.com

P:\05697\0003\Draws\CAD\Survey\Descriptions\PROPOSED MOREY WAY.Doc



PROPOSED COLMAN WAY
PRIVATE STREET
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Lot 9 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South $10^{\circ}07'58''$ West a distance of 71.00 feet to a point, thence;
2. North $79^{\circ}52'02''$ West a distance of 160.46 feet to a point, thence;
3. North $59^{\circ}59'32''$ West a distance of 68.51 feet to a point of cusp, thence;
4. On a curve to the right having a radius of 50.00 feet, an arc length of 31.35 feet, a central angle of $35^{\circ}55'06''$, whose chord bears North $49^{\circ}14'21''$ East a chord distance of 30.83 feet to a point of tangency, thence;
5. North $67^{\circ}11'54''$ East a distance of 43.74 feet to a point, thence;
6. South $79^{\circ}52'02''$ East a distance of 168.73 feet to the **POINT OF BEGINNING**.

Containing an area of 14,135 square feet or 0.324 acres more or less.

Subject to a 10 foot wide Waterline Easement.

Subject to a variable width Drainage Easement.



Jaroslava Vonder
Professional Land Surveyor
NY License No. 030533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

100% (1/1/19)

P:\05697\0003\Draws\CAD\V-Survey\Descriptions\PROPOSED COLMAN WAY.Doc



PROPOSED BRIGHTON WAY
PRIVATE STREET
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Lot 7 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South $01^{\circ}01'27''$ West a distance of 33.39 feet to a point of curvature, thence;
2. On a curve to the right having a radius of 703.00 feet, an arc length of 42.51 feet, a central angle of $03^{\circ}37'51''$, whose chord bears South $02^{\circ}45'23''$ West a chord distance of 42.50 feet to a point of cusp, thence;
3. North $80^{\circ}37'32''$ West a distance of 170.93 feet to a point, thence;
4. South $82^{\circ}43'51''$ West a distance of 17.37 feet to a point, thence;
5. North $79^{\circ}59'32''$ West a distance of 46.14 feet to a point, thence;
6. North $05^{\circ}34'27''$ East a distance of 72.83 feet to a point, thence;
7. South $83^{\circ}11'08''$ East a distance of 55.61 feet to a point, thence;
8. South $82^{\circ}08'05''$ East a distance of 173.30 feet to the **POINT OF BEGINNING**.

Containing an area of 17,002 square feet or 0.390 acres



Jaroslav Vonder, P.E.
Professional Engineer
NY License No. 050533
March 29, 2018
Revised April 18, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.pss.com

P:\05697\0003\Drawings\Survey\Descriptions\PROPOSED BRIGHTON WAY.Doc




PROPOSED ADMIRAL WAY
PRIVATE STREET
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Lot 4 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. On a curve to the left having a radius of 65.00 feet, an arc length of 118.67 feet, a central angle of $104^{\circ}35'57''$, whose chord bears South $06^{\circ}37'56''$ East a chord distance of 102.86 feet to a point of cusp, thence;
2. North $82^{\circ}15'23''$ West a distance of 236.55 feet to a point, thence;
3. North $06^{\circ}39'27''$ East a distance of 95.26 feet to a point, thence;
4. South $83^{\circ}26'24''$ East a distance of 212.86 feet to the **POINT OF BEGINNING**.

Containing an area of 20,111 square feet or 0.462 acres more or less.


Jasoslava Vonder
Professional Land Surveyor
NY License No. 103033
March 29, 2018
Revised April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

P:\05697\0003\Draws\CAD\IV-Survey\Descriptions\PROPOSED ADMIRAL WAY.Doc



PROPOSED LOT 1
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the northwesterly corner of Section 2, Block 2620, Lot 50, said corner also being on the easterly right-of-way line of Proposed Riverside Drive as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. North $10^{\circ}07'58''$ East a distance of 25.32 feet to a point of cusp, thence;
2. On curve to the right having a radius of 473.00 feet, an arc length of 49.86 feet, a central angle of $06^{\circ}02'22''$, whose chord bears North $18^{\circ}12'11''$ East a chord distance of 49.83 feet thence;
3. North $21^{\circ}13'22''$ East a distance of 103.46 feet to a point of curvature, thence;
4. On a curve to the left having a radius of 757.00 feet, an arc length of 55.00 feet, a central angle of $04^{\circ}09'45''$, whose chord bears North $19^{\circ}08'29''$ East a chord distance of 54.98 feet to a point of cusp, thence;
5. South $83^{\circ}26'25''$ East a distance of 9.62 feet to a point, thence;
6. South $04^{\circ}00'02''$ East a distance of 140.01 feet to a point, thence;
7. South $01^{\circ}30'20''$ West a distance of 73.62 feet to a point thence;
8. South $86^{\circ}07'28''$ West a distance of 93.11 feet to the **POINT OF BEGINNING**.

Containing an area of 12,030 square feet or 0.276 acres more or less.



Jaroslav Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 18, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

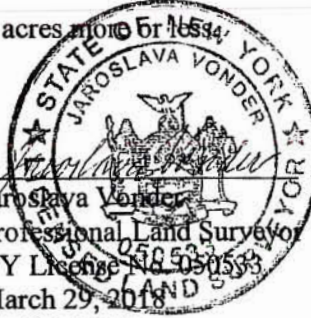


PROPOSED LOT 2
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the intersection of the northerly right-of-way of Babcock Place (145 foot wide right-of-way) with the westerly right-of-way of Alexander Street (variable width right-of-way) as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South $08^{\circ}12'28''$ West a distance of 88.61 feet to a point, thence;
2. North $48^{\circ}52'47''$ West a distance of 115.49 feet to a point of curvature, thence;
3. On a curve to the right having a radius of 60.00 feet, an arc length of 34.61 feet, a central angle of $33^{\circ}03'05''$, whose chord bears North $32^{\circ}21'15''$ West a chord distance of 34.13 feet to a point of cusp, thence;
4. South $81^{\circ}47'32''$ East a distance of 119.15 feet to the **POINT OF BEGINNING**.

Containing an area of 5,900 square feet or 0.135 acres, more or less.


Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.pasand.com

P:\05697\0003\Drawgs\CAD\Survey\Descriptions\PROPOSED LOT 2.Doc



PROPOSED LOT 3
RIGHT-OF-WAY/EMERGENCY ACCESS
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the northeasterly corner of Section 2, Block 2630, Lot 37 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. On a curve to the left having a radius of 4066.00 feet, an arc length of 218.82 feet, a central angle of 03°05'01", whose chord bears South 06°41'10" West a chord distance of 218.80 feet to a point of cusp, thence;
2. On a curve to the left having a radius of 65.00 feet, an arc length of 64.33 feet, a central angle of 56°42'23", whose chord bears North 41°32'30" West a chord distance of 61.74 feet, thence;
3. North 06°33'48" East a distance of 142.52 feet to a point, thence;
4. North 76°55'11" West a distance of 212.49 feet to a point of cusp, thence;
5. On a curve to the left having a radius of 31.00 feet, an arc length of 23.16 feet, a central angle of 42°48'18", whose chord bears South 27°57'45" West a chord distance of 22.62 feet to a point of tangency thence;
6. South 06°33'35" West a distance of 102.78 feet to a point of curvature, thence;
7. On a curve to the left having a radius of 65.00 feet, an arc length of 102.10 feet, a central angle of 89°59'59", whose chord bears South 38°26'24" East a chord distance of 91.92 feet to a point of cusp, thence;
8. North 83°26'24" West a distance of 124.15 feet to a point, thence;
9. North 06°39'27" East a distance of 73.33 feet to a point, thence;
10. North 06°08'13" East a distance of 162.59 feet to a point, thence;
11. South 77°06'40" East a distance of 328.03 feet to the **POINT OF BEGINNING**.

Containing an area of 32,269 square feet or 0.741 acres more or less.

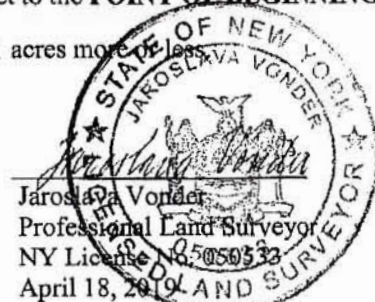
Subject to a 10 foot wide Waterline Easement.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

T. 732.560.9700

www.ptands.com

P:\05697\0003\Draws\CAD\V-Survey\Descriptions\PROPOSED LOT 3.Doc





PROPOSED LOT 4
BUILDING TOWER
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the following two (2) courses from the northeasterly corner of Section 2, Block 2630, Lot 37 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019.

- a. On a curve to the left having a radius of 4066.00 feet, an arc length of 35.98 feet, whose chord bears South 07°58'28" West a chord distance of 35.98 feet to a point of cusp, thence;
- b. North 82°16'45" West a distance of 45.55 feet to the Point of Beginning, and running, thence;
1. South 06°33'48" West a distance of 142.52 feet to a point of cusp, thence;
2. On a curve to the left having a radius of 65.00 feet, an arc length of 73.10 feet, a central angle of 64°26'16", whose chord bears South 77°53'10" West a chord distance of 69.31 feet to a point of cusp, thence;
3. North 83°26'24" West a distance of 88.71 feet to a point of curvature, thence;
4. On a curve to the right having a radius of 65.00 feet, an arc length of 102.10 feet, a central angle of 89°59'59", whose chord bears North 38°26'24" West a chord distance of 91.92 feet to a point of tangency, thence;
5. North 06°33'35" East a distance of 102.78 feet to a point of curvature, thence;
6. On a curve to the right having a radius of 31.00 feet, an arc length of 23.16 feet, a central angle of 42°48'18", whose chord bears North 27°57'45" East a chord distance of 22.62 feet to a point of cusp, thence;
7. South 76°55'11" East a distance of 212.49 feet to the **POINT OF BEGINNING.**

Containing an area of 36,719 square feet or 0.843 acres more or less.

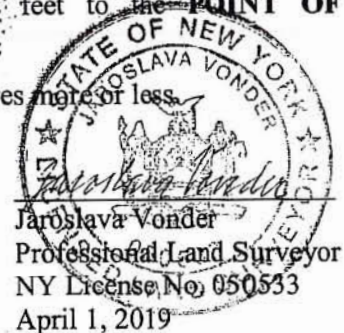
Subject to a 10 foot wide Waterline Easement.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psaes.com

P:\05697\0003\Draws\CAD\Survey\Descriptions\PROPOSED LOT 4.Doc





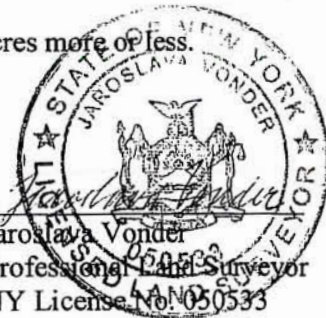
PROPOSED LOT 5
BUILDING A
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being South 82°15'23" West a distance of 25.12 feet from the southeasterly corner of Proposed Admiral Way as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South 09°15'35" West a distance of 253.16 feet to a point of curvature, thence;
2. On a curve to the right having a radius of 247.00 feet, an arc length of 17.32 feet, a central angle of 04°01'00", whose chord bears South 11°16'05" West a chord distance of 17.31 feet to a point of cusp, thence;
3. North 77°32'22" West a distance of 166.67 feet to a point, thence;
4. North 72°41'22" West a distance of 34.48 feet to a point of curvature, thence;
5. On a curve to the right having a radius of 35.00 feet, an arc length of 52.63 feet, a central angle of 86°09'24", whose chord bears North 29°36'39" West a chord distance of 47.81 feet to a point of tangency, thence;
6. North 13°28'03" East a distance of 213.98 feet to a point, thence;
7. South 82°15'23" East a distance of 215.53 feet to the **POINT OF BEGINNING**.

Containing an area of 58,289 square feet or 1.338 acres more or less.

Subject to a 10 foot wide Waterline Easement.



Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.pss-ny.com

P:\05697\0003\Draws\CAD\Survey\Descriptions\PROPOSED LOT 5.Doc



PROPOSED LOT 6
PRIVATE PARKING AREA
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Navy Way North as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South $18^{\circ}06'19''$ West a distance of 90.27 feet to a point of curvature, thence;
2. On a curve to the left having a radius of 249.00 feet, an arc length of 59.42 feet, a central angle of $13^{\circ}40'19''$, whose chord bears South $11^{\circ}16'09''$ West a chord distance of 59.28 feet to a point of cusp, thence;
3. North $82^{\circ}15'16''$ West a distance of 120.67 feet to a point, thence;
4. North $06^{\circ}31'48''$ East a distance of 159.83 feet to a point, thence;
5. South $77^{\circ}33'17''$ East a distance of 144.42 feet to the **POINT OF BEGINNING**.

Containing an area of 20,019 square feet or 0.459 acres more or less.

Subject to a 10 foot wide Waterline Easement.


Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.pssurvey.com

P:\05697\0003\Draws\CAD\Survey\Descriptions\PROPOSED LOT 6.Doc



PROPOSED LOT 7
BUILDING B
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Navy Way South as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South $01^{\circ}01'27''$ West a distance of 275.46 feet to a point, thence;
2. North $82^{\circ}08'05''$ West a distance of 173.30 feet to a point, thence;
3. North $83^{\circ}11'08''$ West a distance of 55.61 feet to a point, thence;
4. North $05^{\circ}34'27''$ East a distance of 243.78 feet to a point of curvature, thence;
5. On a curve to the right having a radius of 35.00 feet, an arc length of 35.84 feet, a central angle of $58^{\circ}39'46''$, whose chord bears North $34^{\circ}54'20''$ East a chord distance of 34.29 feet to a point of cusp, thence;
6. South $82^{\circ}15'15''$ East a distance of 190.24 feet to the **POINT OF BEGINNING**.

Containing an area of 59,455 square feet or 1.365 acres more or less.

Subject to a 10 foot wide Waterline Easement.



Jaroslava Vonder
Professional Land Surveyor
NY License No. 059583
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

T. 732.560.9700

www.pssandj.com

P:\05697\0003\Draws\CAD\Survey\Descriptions\PROPOSED LOT 7.Doc



PROPOSED LOT 8
BUILDING C
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Brighton Way as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. On a curve to the right having a radius of 703.00 feet, an arc length of 205.32 feet, a central angle of 16°44'03", whose chord bears South 12°51'20" West a chord distance of 204.60 feet to a point of tangency, thence;
2. South 21°13'22" West a distance of 85.47 feet to a point, thence;
3. North 79°59'32" West a distance of 181.05 feet to a point, thence;
4. North 04°45'44" East a distance of 282.32 feet to a point, thence;
5. South 79°59'32" East a distance of 46.14 feet to a point, thence;
6. North 82°43'51" East a distance of 17.37 feet to a point, thence;
7. South 80°37'32" East a distance of 170.93 feet to the **POINT OF BEGINNING**.

Containing an area of 61,578 square feet or 1.414 acres more or less.

Subject to a 10 foot wide Waterline Easement.



Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



PROPOSED LOT 9
BUILDING D
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Morey Way as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. On a curve to the left having a radius of 537.50 feet, an arc length of 47.42 feet, a central angle of $05^{\circ}03'19''$, whose chord bears South $12^{\circ}39'37''$ West a chord distance of 47.41 feet to a point of tangency, thence;
2. South $10^{\circ}07'58''$ West a distance of 261.19 feet to a point, thence;
3. North $79^{\circ}52'02''$ West a distance of 168.73 feet to a point, thence;
4. North $46^{\circ}28'29''$ East a distance of 15.25 feet to a point of curvature, thence;
5. On a curve to the left having a radius of 87.00 feet, an arc length of 62.10 feet, a central angle of $40^{\circ}54'02''$, whose chord bears North $26^{\circ}01'28''$ East a chord distance of 60.79 feet to a point of tangency, thence;
6. North $05^{\circ}34'27''$ East a distance of 238.19 feet to a point, thence;
7. South $79^{\circ}59'32''$ East a distance of 164.07 feet to the **POINT OF BEGINNING**.

Containing an area of 46,917 square feet or 1.077 acres more or less.

Subject to a 10 foot wide Waterline Easement.

Subject to a 20 foot wide Drainage Easement and a variable width Drainage Easement.



Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com



PROPOSED LOT 10
BUILDING E
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Colman Way as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South 10°07'58" West a distance of 316.25 feet to a point, thence;
2. North 79°52'02" West a distance of 22.36 feet to a point, thence;
3. North 69°01'22" West a distance of 112.98 feet to a point, thence;
4. North 79°16'46" West a distance of 131.37 feet to a point, thence;
5. North 17°00'43" East a distance of 307.11 feet to a point curvature, thence;
6. On a curve to the right having a radius of 50.00 feet, an arc length of 12.45 feet, a central angle of 14°16'05", whose chord bears North 24°08'45" East a chord distance of 12.42 feet to a point of cusp, thence;
7. South 59°59'32" East a distance of 68.51 feet to a point, thence;
8. South 79°52'02" East a distance of 160.46 feet to the **POINT OF BEGINNING**.

Containing an area of 75,258 square feet or 1.728 acres more or less.

Subject to a 10 foot wide Waterline Easement.



Jaroslava Vonder
Professional Land Surveyor
NY License No. 030533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059
t. 732.560.9700



PROPOSED LOT 11
BUILDING F
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Fisherman Way as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

Education

Energy

General

Healthcare

Hospitality

Infrastructure

Real Estate

Science & Technology

1. South 10°07'58" West a distance of 16.56 feet to a point, thence;
2. On a curve to the left having a radius of 110.00 feet, an arc length of 113.30 feet, a central angle of 59°00'45", whose chord bears South 19°22'25" East a chord distance of 108.35 feet to a point of tangency, thence;
3. South 48°52'47" East a distance of 112.27 feet to a point, thence;
4. On a curve to the right having a radius of 39.00 feet, an arc length of 38.70 feet, a central angle of 56°51'10", whose chord bears South 20°27'15" East a chord distance of 37.13 feet to a point of tangency, thence;
5. South 07°58'17" West a distance of 3.60 feet to a point, thence;
6. North 81°47'32" West a distance of 424.26 feet to a point of cusp, thence;
7. On a curve to the left having a radius of 147.00 feet, an arc length of 36.66 feet, a central angle of 14°17'15", whose chord bears North 09°15'17" West a chord distance of 36.56 feet to a point of reverse curvature, thence;
8. On a curve to the right having a radius of 103.00 feet, an arc length of 53.91 feet, a central angle of 29°59'16", whose chord bears North 01°24'16" West a chord distance of 53.30 feet thence;
9. North 13°35'22" East a distance of 143.56 feet to a point, thence;
10. South 76°24'38" East a distance of 37.48 feet to a point, thence;
11. South 65°47'43" East a distance of 61.91 feet to a point, thence;
12. South 81°47'32" East a distance of 172.15 feet to the **POINT OF BEGINNING**.

Containing an area of 72,021 square feet or 1.653 acres more or less.

Subject to a 10 foot wide Waterline Easement.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.pssandc.com

P:\05697\0003\Draws\CAD\Survey\Descriptions\PROPOSED LOT 11.Doc





PROPOSED LOT 12
WATERFRONT ESPLANADE/EMERGENCY ACCESS
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point in the northerly line of Section 2, Block 2615, Lot 23, said point being North 81°47'32" West a distance of 489.66 feet from the intersection of said northerly line with the westerly right-of-way of Alexander Street as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. Along the mean high water line a distance of 692 feet +/-, having a tie course of North 15°46'26" East a distance of 676.74 feet to a point, thence;
2. North 77°40'36" East a distance of 41.22 feet to a point, thence;
3. North 34°37'11" East a distance of 47.90 feet to a point, thence;
4. North 04°52'37" East a distance of 988.55 feet to a point, thence;
5. North 60°57'05" East a distance of 49.52 feet to a point, thence;
6. North 17°09'45" East a distance of 66.95 feet to a point, thence;
7. North 09°26'49" West a distance of 66.66 feet to a point, thence;
8. North 06°39'27" East a distance of 274.98 feet to a point, thence;
9. South 82°15'23" East a distance of 46.14 feet to a point, thence;
10. South 13°28'03" West a distance of 213.98 feet to a point of curvature, thence;
11. On a curve to the left having a radius of 35.00 feet, an arc length of 52.63 feet, a central angle of 86°09'24", whose chord bears South 29°36'39" East a chord distance of 47.81 feet to a point of tangency thence;
12. South 72°41'22" East a distance of 34.48 feet to a point, thence;
13. South 77°32'22" East a distance of 16.84 feet to a point, thence;

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.paulus.com

P:\05697\0003\Draws\CAD\Survey\Descriptions\PROPOSED LOT 12.Doc



14. South $06^{\circ}31'48''$ West a distance of 222.03 feet to a point, thence;
15. North $82^{\circ}15'15''$ West a distance of 67.02 feet to a point of cusp, thence;
16. On a curve to the left having a radius of 35.00 feet, an arc length of 35.84 feet, a central angle of $58^{\circ}39'46''$, whose chord bears South $34^{\circ}54'20''$ West a chord distance of 34.29 feet to a point of tangency, thence;
17. South $05^{\circ}34'27''$ West a distance of 316.61 feet to a point, thence;
18. South $04^{\circ}45'44''$ West a distance of 282.32 feet to a point, thence;
19. South $05^{\circ}34'27''$ West a distance of 310.98 feet to a point of curvature, thence;
20. On a curve to the right having a radius of 87.00 feet, an arc length of 62.10 feet, a central angle of $40^{\circ}54'02''$, whose chord bears South $26^{\circ}01'28''$ West a chord distance of 60.79 feet to a point of tangency, thence;
21. South $46^{\circ}28'29''$ West a distance of 15.25 feet to a point, thence;
22. South $67^{\circ}11'54''$ West a distance of 43.74 feet to a point of curvature, thence;
23. On a curve to the left having a radius of 50.00 feet, an arc length of 43.80 feet, a central angle of $50^{\circ}11'11''$, whose chord bears South $42^{\circ}06'18''$ West a chord distance of 42.41 feet to a point of tangency, thence;
24. South $17^{\circ}00'43''$ West a distance of 307.11 feet to a point, thence;
25. South $14^{\circ}07'14''$ West a distance of 69.52 feet to a point, thence;
26. South $13^{\circ}35'22''$ West a distance of 143.56 feet to a point of curvature, thence;
27. On a curve to the left having a radius of 103.00 feet, an arc length of 53.91 feet, a central angle of $29^{\circ}59'16''$, whose chord bears South $01^{\circ}24'16''$ East a chord distance of 53.30 feet to a point of reverse curvature, thence;
28. On a curve to the right having a radius of 147.00 feet, an arc length of 36.66 feet, a central angle of $14^{\circ}17'15''$, whose chord bears South $09^{\circ}15'17''$ East a chord distance of 36.56 feet to a point of cusp, thence;

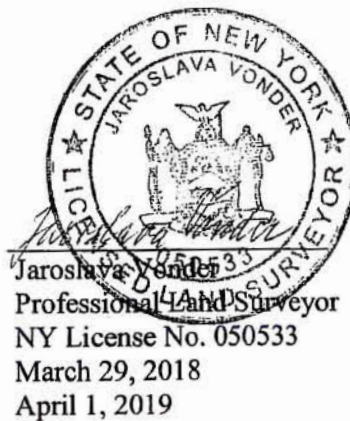


29. North $81^{\circ}47'32''$ West a distance of 53.36 feet to the **POINT OF BEGINNING.**

Containing an area of 108,195 square feet or 2.484 acres more or less.

Subject to a 10 foot wide Waterline Easement.

Subject to 20 foot wide Drainage Easements.





PROPOSED LOT 13
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point in the westerly line of Proposed Lot 3, said point being South 06°08'13" West a distance of 162.59 feet from the northwesterly corner of said Lot 3 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South 06°39'27" West a distance of 443.57 feet to a point, thence;
2. North 81°38'00" West a distance of 147.22 feet to a point, thence;
3. North 06°39'27" East a distance of 439.18 feet to a point, thence;
4. South 83°20'33" East a distance of 147.16 feet to the **POINT OF BEGINNING**.

Containing an area of 64,953 square feet or 1.491 acres more or less.



Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



PROPOSED NAVY WAY NORTH
PRIVATE STREET
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Lot 5 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. On a curve to the right having a radius of 247.00 feet, an arc length of 20.82 feet, a central angle of 04°49'44", whose chord bears South 15°41'27" West a chord distance of 20.81 feet to a point of tangency, thence;
2. South 18°06'19" West a distance of 10.26 feet to a point, thence;
3. North 77°33'17" West a distance of 144.42 feet to a point, thence;
4. North 06°31'48" East a distance of 31.19 feet to a point, thence;
5. South 77°32'22" East a distance of 149.83 feet to the **POINT OF BEGINNING**.

Containing an area of 4,569 square feet or 0.105 acres more or less.

Subject to a 10 foot wide Waterline Easement.

Subject to a 20 foot wide Drainage Easement



Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psaandse.com

P:\05697\0003\Drawgs\CAD\Survey\Descriptions\PROPOSED NAVY WAY NORTH.Doc



PROPOSED NAVY WAY NORTH
PRIVATE STREET
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Lot 5 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. On a curve to the right having a radius of 247.00 feet, an arc length of 20.82 feet, a central angle of $04^{\circ}49'44''$, whose chord bears South $15^{\circ}41'27''$ West a chord distance of 20.81 feet to a point of tangency, thence;
2. South $18^{\circ}06'19''$ West a distance of 10.26 feet to a point, thence;
3. North $77^{\circ}33'17''$ West a distance of 144.42 feet to a point, thence;
4. North $06^{\circ}31'48''$ East a distance of 31.19 feet to a point, thence;
5. South $77^{\circ}32'22''$ East a distance of 149.83 feet to the **POINT OF BEGINNING**.

Containing an area of 4,569 square feet or 0.105 acres more or less.

Subject to a 10 foot wide Waterline Easement.

Subject to a 20 foot wide Drainage Easement



Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



PROPOSED NAVY WAY SOUTH
PRIVATE STREET
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being the southeasterly corner of Proposed Lot 6 as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. On a curve to the left having a radius of 249.00 feet, an arc length of 14.82 feet, a central angle of 03°24'33", whose chord bears South 02°43'44" West a chord distance of 14.81 feet to a point of tangency, thence;
2. South 01°01'27" West a distance of 16.36 feet to a point, thence;
3. North 82°15'15" West a distance of 123.22 feet to a point, thence;
4. North 06°31'48" East a distance of 31.01 feet to a point, thence;
5. South 82°15'16" East a distance of 120.67 feet to the **POINT OF BEGINNING**.

Containing an area of 3,776 square feet or 0.087 acres more or less.

Subject to a 10 foot wide Waterline Easement.


Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700



PROPOSED RIVERSIDE DRIVE
PUBLIC STREET
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point in the westerly right-of-way of Alexander Street, said point being the intersection of the northerly line of Section 2, Block 2615, Lot 23 with said westerly right-of-way as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. North $81^{\circ}47'32''$ West a distance of 12.05 feet to a point, thence;
2. North $07^{\circ}58'17''$ East a distance of 3.60 feet to a point of curvature, thence;
3. On a curve to the left having a radius of 39.00 feet, an arc length of 38.70 feet, a central angle of $56^{\circ}51'10''$, whose chord bears North $20^{\circ}27'15''$ West a chord distance of 37.13 feet to a point of tangency, thence;
4. North $48^{\circ}52'47''$ West a distance of 112.27 feet to a point of curvature, thence;
5. On a curve to the right having a radius of 110.00 feet, an arc length of 113.30 feet, a central angle of $59^{\circ}00'45''$, whose chord bears North $19^{\circ}22'25''$ West a chord distance of 108.35 feet to a point of tangency, thence;
6. North $10^{\circ}07'58''$ East a distance of 723.28 feet to a point of curvature, thence;
7. On a curve to the right having a radius of 537.50 feet, an arc length of 104.04 feet, a central angle of $11^{\circ}05'24''$, whose chord bears North $15^{\circ}40'40''$ East a chord distance of 103.87 feet to a point of tangency, thence;
8. North $21^{\circ}13'22''$ East a distance of 102.36 feet to a point of curvature, thence;
9. On a curve to the left having a radius of 703.00 feet, an arc length of 247.83 feet, a central angle of $20^{\circ}11'55''$, whose chord bears North $11^{\circ}07'24''$ East a chord distance of 246.55 feet to a point of tangency, thence;
10. North $01^{\circ}01'27''$ East a distance of 325.21 feet to a point of curvature, thence;
11. On a curve to the right having a radius of 249.00 feet, an arc length of 74.23 feet, a central angle of $17^{\circ}04'52''$, whose chord bears North $09^{\circ}33'53''$ East a chord distance of 73.96 feet to a point of tangency, thence;

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psaandson.com

P:\05697\0003\Draws\CAD\V-Survey\Descriptions\PROPOSED RIVERSIDE DRIVE.Doc



12. North $18^{\circ}06'19''$ East a distance of 100.53 feet to a point of curvature, thence;
13. On a curve to the left having a radius of 247.00 feet, an arc length of 38.13 feet, a central angle of $08^{\circ}50'44''$, whose chord bears North $13^{\circ}40'57''$ East a chord distance of 38.09 feet to a point of tangency, thence;
14. North $09^{\circ}15'35''$ East a distance of 253.16 feet to a point, thence;
15. North $82^{\circ}15'23''$ West a distance of 25.12 feet to a point of cusp, thence;
16. On a curve to the right having a radius of 65.00 feet, an arc length of 256.10 feet, a central angle of $225^{\circ}44'36''$, whose chord bears North $53^{\circ}56'23''$ East a chord distance of 119.78 feet to a point of cusp, thence;
17. On a curve to the left having a radius of 4066.00 feet, an arc length of 5.65 feet, a central angle of $00^{\circ}04'46''$, whose chord bears South $05^{\circ}06'17''$ West a chord distance of 5.65 feet to a point of cusp, thence;
18. South $18^{\circ}32'13''$ West a distance of 45.65 feet to a point, thence;
19. South $81^{\circ}32'42''$ East a distance of 12.85 feet to a point, thence;
20. South $09^{\circ}51'44''$ West a distance of 137.98 feet to a point, thence;
21. South $10^{\circ}31'11''$ West a distance of 174.04 feet to a point, thence;
22. South $17^{\circ}38'35''$ West a distance of 167.48 feet to a point, thence;
23. South $01^{\circ}01'27''$ West a distance of 392.15 feet to a point, thence;
24. South $08^{\circ}50'15''$ West a distance of 157.55 feet to a point, thence;
25. North $83^{\circ}26'25''$ West a distance of 9.62 feet to a point of cusp, thence;
26. On a curve to the right having a radius of 757.00 feet, an arc length of 55.00 feet, a central angle of $04^{\circ}09'45''$, whose chord bears South $19^{\circ}08'29''$ West a chord distance of 54.98 feet to a point of tangency, thence;
27. South $21^{\circ}13'22''$ West a distance of 103.46 feet to a point of curvature, thence;
28. On a curve to the left having a radius of 473.00 feet, an arc length of 49.86 feet, a central angle of $06^{\circ}02'22''$, whose chord bears South $18^{\circ}12'11''$ West a chord distance of 49.83 feet to a point of cusp, thence;

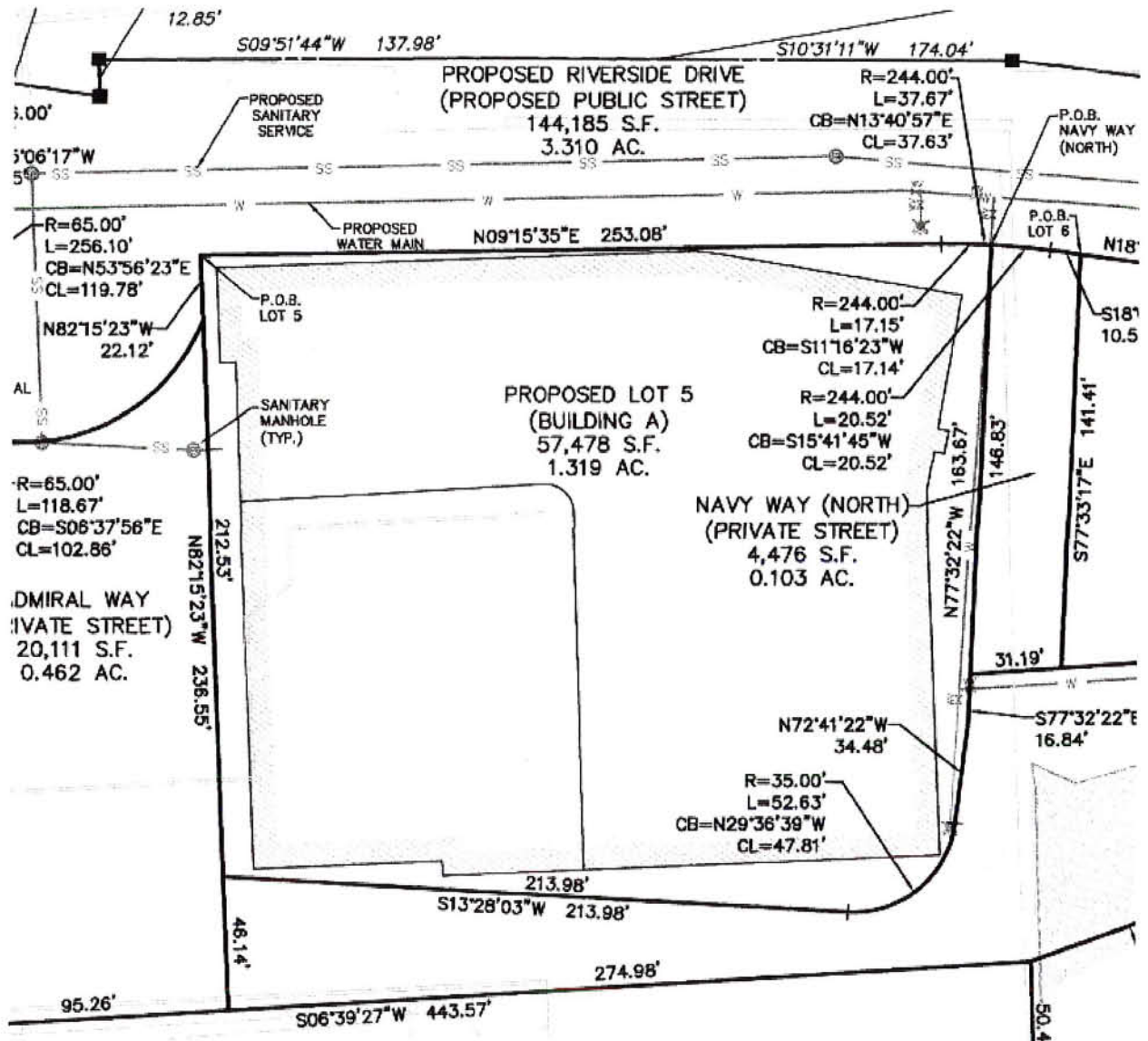


29. South $10^{\circ}07'58''$ West a distance of 531.88 feet to a point, thence;
30. South $10^{\circ}17'58''$ West a distance of 260.23 feet to a point of cusp, thence;
31. On a curve to the left having a radius of 60.00 feet, an arc length of 34.61 feet, a central angle of $33^{\circ}03'05''$, whose chord bears South $32^{\circ}12'15''$ East a chord distance of 34.13 feet to a point of tangency, thence;
32. South $48^{\circ}52'47''$ East a distance of 115.49 feet to a point, thence;
33. South $08^{\circ}12'28''$ West a distance of 76.41 feet to the **POINT OF BEGINNING**.

Containing an area of 138,586 square feet or 3.181 acres more or less.



SCHEDULE 1-A





PROPOSED LOT 5
BUILDING A
CITY OF YONKERS
WESTCHESTER COUNTY, NEW YORK

BEGINNING at a point, said point being South 82°15'23" West a distance of 25.12 feet from the southeasterly corner of Proposed Admiral Way as shown on a map entitled "Subdivision Map, Point Street Landing, Section 2, Block 2620, Lots 1, 35 & 40, Block 2625, Lots 15, 17, 21 & 23, Block 2630, Lots 1, 2, 3 & 10, City of Yonkers, Westchester County, New York" prepared by Paulus, Sokolowski and Sartor Architecture & Engineering, P.C. dated November 17, 2017 and last revised March 8, 2019, and running, thence;

1. South 09°15'35" West a distance of 253.16 feet to a point of curvature, thence;
2. On a curve to the right having a radius of 247.00 feet, an arc length of 17.32 feet, a central angle of 04°01'00", whose chord bears South 11°16'05" West a chord distance of 17.31 feet to a point of cusp, thence;
3. North 77°32'22" West a distance of 166.67 feet to a point, thence;
4. North 72°41'22" West a distance of 34.48 feet to a point of curvature, thence;
5. On a curve to the right having a radius of 35.00 feet, an arc length of 52.63 feet, a central angle of 86°09'24", whose chord bears North 29°36'39" West a chord distance of 47.81 feet to a point of tangency, thence;
6. North 13°28'03" East a distance of 213.98 feet to a point, thence;
7. South 82°15'23" East a distance of 215.53 feet to the **POINT OF BEGINNING**.

Containing an area of 58,289 square feet or 1.338 acres more or less.

Subject to a 10 foot wide Waterline Easement.



Jaroslava Vonder
Professional Land Surveyor
NY License No. 050533
March 29, 2018
April 1, 2019

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

P:\05697\0003\Draws\CAD\W-Survey\Descriptions\PROPOSED LOT 5.Doc