



**CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**

**AND**

**MIROZA T3 LLC**

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**TAX AGREEMENT**

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*Dated as of February 18, 2022*

**Affected Tax Jurisdictions:**

**Westchester County  
City of Yonkers**

**Street Address:**

**601 Ridge Hill Boulevard  
City of Yonkers  
Westchester County, New York**

**Tax Map No.:**

**Section: 4, Block 4076, Lot 9**



## TAX AGREEMENT

THIS TAX AGREEMENT (the "Agreement"), dated as of February 18, 2022, 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 170 Nepperhan Avenue, Suite 200, Yonkers, New York 10701 (the "Agency") and **MIROZA T3 LLC**, a New York limited liability company having offices PO Box 155, Lawrence, New York 11559 (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, for itself or on behalf of an entity to be formed has submitted an application (the "Application") to the Agency requesting the Agency's assistance with a certain project (the "Project") consisting of: (i) the acquisition of approximately 2.95 acres of vacant land located 601 Ridge Hill Boulevard (Section: 4, Block 4076, Lot 9), described on Exhibit A (the "Land"); (ii) the construction of a 14 story, 225,000 square foot, 184 unit residential apartment building, of which 166 units shall be "market rate" housing units and 18 units shall be income restricted "affordable" units, along with related amenities (the "Improvements"); and (iii) the acquisition and installation in and around the Improvements of certain items of equipment and other tangible personal property (the "Equipment", which together with the Land and Improvements are the "Facility"); and

WHEREAS, in order to induce the Company to develop the Facility, the Agency is willing to hold a leasehold interest in the Land, Improvements and Equipment constituting the Facility pursuant to the terms and conditions contained in that certain Lease Agreement, dated as of February 18, 2022, by and between the Agency and the Company (the "Lease Agreement"); and

WHEREAS, the Agency proposes to lease the Facility back to the Company, and the Company desires to rent the Facility from the Agency, upon the terms and conditions hereinafter set forth in that certain Leaseback Agreement, dated as of February 18, 2022, by and between the Agency and the Company (the "Leaseback Agreement"); and

WHEREAS, the Agency has determined that providing the Facility will accomplish, in part, its public purposes; and

WHEREAS, the Company has agreed with the Agency, on behalf of the Agency and as the Agency's agent, to acquire, construct and equip the Facility in accordance with the Application filed with the Agency; 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 as billed by the respective third parties; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an 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"); 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, 2022** (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 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 September 1 ("Payment Date") of each year beginning on September 1, 2023 (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.

All Tax Payments shall be mailed to the Agency at: 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 as provided below. 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.

(iii) Right to Grieve Assessed Value of the Property for Purposes of Calculating Full Taxes. Notwithstanding the foregoing, the Company shall have the right to institute a judicial or other review of the assessed value of the Facility, whether pursuant to the provisions of Article 7 of the RPTL or other applicable law, as the same may be amended from time to time; provided, however, that no such judicial or other review or settlement thereof shall have any effect on the Company's obligations under this Agreement, including, without limitation, the Company's obligation to make the Tax Payments when due. Such judicial or other review shall only be for purposes of setting the assessed value of the Facility as though the Facility was on the tax rolls of each Affected Tax Jurisdiction as taxable real property, but shall have no effect on the other terms of this Agreement or the tax-exempt status of the Facility during the term of this Agreement. Furthermore, the Company shall not seek a refund of any Tax Payments or taxes paid or to be paid and expressly waives and releases its right to seek such refund.

(iv) Right to Grieve Assessed Value of the Property for Purposes of Calculating Special Charges. At any time during the term of this Agreement, the Company shall only be entitled to institute a grievance which would cause an adjustment of the Special



Charges (as defined in Section 2.1) and the Company shall be limited to the right to refunds related to grievances involving Special Charges.

(v) Except as set forth herein, the Tax Payments as set forth in Schedule A shall not be contested, grieved or refuted during and for the term of this Agreement and the Company shall not seek a refund of any taxes paid or to be paid.

(vi) 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 the Application 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 2024 County tax year through the 2038 County tax year and (ii) the 2023-2024 City tax year through the 2037-2038 City tax year. **This Tax Agreement shall expire on December 31, 2038** (with the understanding that the Company will be making a payment hereunder for the 2039 County tax year and the 2038-2039 City tax year in the amounts as if the Agency were not in title on the tax lien date with respect to said tax years). 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.

1.4 Creation of Additional Tax Lots. The Parties hereto acknowledge and agree that the Company may seek to divide the Facility into additional tax lots. The mere division of the Facility into additional tax lots, without further improvements, shall not be deemed to add or decrease the overall assessed value of the Facility, such that the creation of said tax lots shall neither increase, nor decrease the Tax Payments set forth herein or the provision of additional "financial assistance", as such term is defined in the Act.

## 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 fees ("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 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.

## Section IV - Assessment Challenges.

4.1 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.

4.2 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 Leaseback Agreement 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 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 or delayed.



Section VIII – Miscellaneous.

8.1 This 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 Copy To: Harris Beach PLLC  
99 Garnsey Road  
Pittsford, New York 14534  
Attention: Shawn M. Griffin, Esq. and Michael V. Curti, Esq.

To the Company: Miroza T3 LLC  
P.O. Box 155  
Lawrence, New York 11559  
Attention: Chaym Hersh Friedman and Ron Avidan

With Copy To: Zarin and Steinmetz  
81 Main Street, Suite 415  
White Plains, New York 10601  
Attention: David S. Steinmetz, 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 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, Neither member of the Agency nor any person executing this Agreement on its behalf shall be liable personally under this Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder 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 Agreement.

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[Signature Page to Tax Agreement]

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

**CITY OF YONKERS INDUSTRIAL  
DEVELOPMENT AGENCY**

By:   
Name: Marlyn Anderson  
Title: Secretary

**Miroza T3 LLC  
A New York Limited Liability Company**

By: \_\_\_\_\_  
Name: Chaym Hersh Friedman  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: Ron Avidan  
Title: Authorized Signatory



[Signature Page to Tax Agreement]

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

**CITY OF YONKERS INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name: Marlyn Anderson  
Title: Secretary

**Miroza T3 LLC**  
A New York Limited Liability Company

By: \_\_\_\_\_  
Name: Chaym Hersh Friedman  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name: Ron Avidan  
Title: Authorized Signatory



2037-2038	2038	15	96% of Full Taxes	\$1,511,372
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- The Agency interest in the Facility shall expire on **December 31, 2038**. The Company shall pay the 2039 County tax bill and the 2038-2039 City tax bill and tax bills for all subsequent tax years on the dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. Tax Payments shall be no less than the Full Taxes paid prior to the Tax Agreement.
- Does NOT include Special District Charges - City will send separate bill.
- The schedule of Estimated Tax Payment sums are estimates and are provided for illustrative purposes only.
- The Project contemplates a two year construction period and thirteen years of operations. The first year of the Tax Agreement Schedule assumes the Project is assessed at 100% of the then full market value. The second year of the Tax Agreement Schedule assumes the Project is assessed at 50% of the then full market value.



**EXHIBIT A**



DESCRIPTION OF HOA-SOUTH LOCATED IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER, STATE OF NEW YORK.

ALL that certain plot, piece or parcel of land, situate, lying and being located in the City of Yonkers, County of Westchester, State of New York and designated as part of Block 4076, Lot 1, Parcel M bounded and described as follows:

Commencing at a point formed by the division line between Block 4076, Lot 1, Parcel M and Block 4077, Lot 1, Parcel P and the westerly side of Ridge Hill Boulevard as shown on a map entitled "Final Subdivision Plat Ridge Hill, New York State Thruway (Interstate 87), City of Yonkers, Westchester County, State of New York" prepared by Control Point Associates, Inc." dated May 22, 2006, last revised Oct. 20, 2006 and filed in the Westchester County Clerk's Office (Division of Land Records) on Aug. 1, 2007 as Map No. 27996, said point being identified as North 776,890.043 and East 669,403.454 in New York State Plane Coordinate System, East Zone (NAD83);

thence from said point of commencement along the westerly side of Ridge Hill Boulevard on a curve to the right of which the radius point lies South 69 degrees 12 minutes 11 seconds West, a radial distance of 1,955.00 feet; thence Southerly along the arc, through a central angle of 05 degrees 28 minutes 00 seconds, a distance of 186.53 feet to a point on the division line between (Block 4076, Lot 2, Parcel U) and (Block 4076, Lot 1, Parcel M);

thence westerly continuing along said division line, South 78 degrees 11 minutes 38 seconds West, a distance of 35.07 feet to point;

thence southerly along (Block 4076, Lot 2, Parcel U) and (Block 4076, Lot 1, Parcel M) on a curve to the right of which the radius point lies South 86 degrees 19 minutes 13 seconds West, a radial distance of 1,920.00 feet; thence Southerly, along the arc, through a central angle of 03 degrees 20 minutes 20 seconds to a point, a distance of 111.89 feet to a point;

thence South 12 degrees 03 minutes 20 seconds East, a distance of 611.27 feet to a point;

thence a distance of 1.59 feet along a tangent curve to the right having a radius of 305.00 feet and a central angle of 0 degrees 17 minutes 57 seconds to the POINT OF BEGINNING;

thence from said point of beginning around the perimeter of the herein described HOA-South and along (Block 4076, Lot 1, Parcel M):

Beginning of a curve to the right, of which the radius point lies South 78 degrees 14 minutes 37 seconds West, a radial distance of 305.00 feet; thence Southerly along the arc, through a central angle of 43 degrees 22 minutes 37 seconds, a distance of 230.91 feet;

thence South 31 degrees 37 minutes 14 seconds West, a distance of 234.54 feet to a point on the division line between (Block 4076, Lot 1, Parcel M) and (Block 4075, Lot 1, Parcel Q) property now or formerly FC Yonkers Associates, LLC;

thence along said division line, North 58 degrees 23 minutes 55 seconds West, a distance of 223.55 feet;

thence North 31 degrees 37 minutes 14 seconds East, a distance of 240.96 feet;



thence North 58 degrees 23 minutes 39 seconds West, a distance of 63.24 feet;

thence North 12 degrees 48 minutes 29 seconds West, a distance of 184.85 feet;

thence over and across (Block 4076, Lot 1, Parcel M) along the division line between HOA-North and HOA-South, North 77 degrees 54 minutes 19 seconds East, a distance of 121.48 feet to a point at the southwest corner of the Amenity Building;

thence continue along the face of the Amenity Building and along the northerly side of HOA-South, North 77 degrees 54 minutes 19 seconds East, a distance of 24.21 feet;

thence North 12 degrees 05 minutes 41 seconds West, a distance of 0.64 feet;

thence North 77 degrees 54 minutes 19 seconds East, a distance of 38.79 feet;

thence North 12 degrees 05 minutes 41 seconds West, a distance of 0.44 feet;

thence North 77 degrees 39 minutes 39 seconds East, a distance of 48.46 feet;

thence along the easterly side of HOA-South, South 12 degrees 04 minutes 28 seconds East, a distance of 179.91 feet;

thence North 77 degrees 54 minutes 21 seconds East, a distance of 56.89 feet to the division line between (Block 4076, Lot 1, Parcel M) and (Block 4076, Lot 2, Parcel U) as shown on the aforesaid filed Map No. 27996, the point and place of BEGINNING.

Containing 128,368 square feet or 2.9469 acres, more or less.

The premises is also designated as Section 4, Block 4076, Lot 9 as shown on the official Tax Assessment Maps of the City of Yonkers.

55995-HOA-South.doc

February 8, 2022

**MIROZA T3 LLC**  
**TOWER 1 - PARKING LEVEL 1**  
**YONKERS, NY**



**DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE CITY OF YONKERS, COUNTY**  
**OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain piece or parcel of land situate, lying and being located in the City of Yonkers, County of Westchester, State of New York and being more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776461.3907 and East 669470.0722 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled, "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed Aug. 1, 2007 in the Westchester County Clerk's Office (Division of Land Records) as County Clerk Map No. 27996, the point of BEGINNING;

thence from said point of beginning along the northerly expansion joint, S. 77°53'53 W., a distance of 119.95 feet;

thence generally along the east face of the wall located on the west side of the parking structure the following courses and distances:

N. 12°02'31" W., a distance of 62.47 feet;  
N. 77°54'21" E., a distance of 10.14 feet;  
N. 12°23'30" W., a distance of 18.51 feet;  
N. 77°35'56" E. a distance of 7.40 feet;  
N. 12°09'04" W., a distance of 10.04 feet;  
N. 76°53'39" E., a distance of 1.55 feet;  
N. 12°09'04" W., a distance of 0.45 feet;  
N. 77°35'37" E, a distance of 36.86 feet;  
N. 12°07'00" W., a distance of 40.64 feet;  
N. 77°53'00" E., a distance of 0.99 feet;  
N. 12°00'23" W., a distance of 10.67 feet;  
S. 77°03'53" W., a distance of 0.95 feet;  
N. 13°15'43" W., a distance of 3.13 feet;  
S. 77°53'00" W., a distance of 23.14 feet;  
N. 12°04'21" W., a distance of 39.70 feet;  
N. 77°34'26" E., a distance of 8.16 feet;  
N. 12°04'21" W., a distance of 4.12 feet;  
N. 77°55'39" E., a distance of 15.00 feet;  
N. 11°50'25" W., a distance of 47.38 feet;  
N. 77°45'31" E., a distance of 2.24 feet;  
and N. 10°48'19" W., a distance of 3.60 feet to the northerly face of wall of the parking structure;

Thence along the northerly and easterly face of said parking structure the following courses and distances:

N. 77°40'06" E., a distance of 61.66 feet;  
S. 12°03'19" E., a distance of 241.25 feet to a point, the point and place of BEGINNING.



Page 2 of 2

BEING AND INTENDED TO BE the first floor parking area between elevation 233.35 feet and elevation 275.35 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. Also being between elevation 234.88 feet and elevation 245.13 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.

Containing 21,166 square feet or 0.4859 acres.

February 24, 2017  
Rev. Oct. 5, 2019

HORH-P-1-NYEv.doc



**MIROZA T3 LLC**  
**TOWER 1 - PARKING LEVEL 2**  
**YONKERS, NY**



**DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE CITY OF YONKERS, COUNTY**  
**OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain piece or parcel of land situate, lying and being located in the City of Yonkers, County of Westchester, State of New York and being more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776461.3907 and East 669470.0722 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled, "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed Aug. 1, 2007 in the Westchester County Clerk's Office (Division of Land Records) as County Clerk Map No. 27996, the point of BEGINNING;

thence from said point of beginning along the northerly expansion joint, S. 77°53'53" W., a distance of 81.17 feet;

thence generally along the east face of the wall located on the west side of the parking structure the following courses and distances:

N. 12°08'18" W., a distance of 91.21 feet;  
N. 76°56'27" E., a distance of 1.10 feet;  
N. 12°07'17" W., a distance of 52.46 feet;  
N. 77°52'43" E. a distance of 3.08 feet;  
N. 12°07'17" W., a distance of 11.98 feet;  
S. 78°21'38" W., a distance of 9.99 feet;  
N. 11°59'30" W., a distance of 30.05 feet;  
N. 76°26'36" E., a distance of 8.07 feet;  
N. 08°53'35" W., a distance of 1.47 feet;  
N. 80°10'29" E., a distance of 2.14 feet;  
N. 11°20'46" W., a distance of 2.52 feet;  
N. 78°04'32" E., a distance of 12.77 feet;  
N. 11°53'41" W., a distance of 47.51 feet;  
N. 76°56'53" E., a distance of 1.87 feet;  
and N. 12°01'25" W., a distance of 3.61 feet to the northerly face of wall of the parking structure;

Thence along the northerly and easterly face of said parking structure the following courses and distances:

N. 77°40'06" E., a distance of 62.08 feet;  
S. 12°03'19" E., a distance of 241.25 feet to a point, the point and place of BEGINNING.

Page 2 of 2

BEING AND INTENDED TO BE the second floor parking area between elevation 243.60 feet, and elevation 254.58 feet more or less based on the North American Vertical Datum of 1988, known as NAVD 88. Also being between elevation 245.13 feet and elevation 256.11 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.



Containing 18,763 square feet or 0.4307 acres.

HORH-P-2-NY Erev.doc

February 24, 2017  
Rev. Jan. 11, 2022

**MIROZA T3 LLC**  
**TOWER 1- PARKING LEVEL 3**  
**YONKERS, NY**



**DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE CITY OF YONKERS, COUNTY**  
**OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain piece or parcel of land situate, lying and being located in the City of Yonkers, County of Westchester, State of New York and being more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776461.3907 and East 669470.0722 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled, "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed Aug. 1, 2007 in the Westchester County Clerk's Office (Division of Land Records) as County Clerk Map No. 27996, the point of BEGINNING;

thence from said point of beginning along the northerly expansion joint, S. 77°53'53" W., a distance of 81.08 feet;

thence generally along the east face of the wall located on the west side of the parking structure the following courses and distances:

N. 12°17'27" W., a distance of 91.48 feet;  
N. 78°02'29" E., a distance of 1.25 feet;  
N. 11°57'31" W., a distance of 37.63 feet;  
S. 78°06'45" W., a distance of 5.89 feet;  
N. 12°10'55" W., a distance of 5.90 feet;  
S. 77°28'40" W., a distance of 1.21 feet;  
N. 12°06'38" W., a distance of 50.87 feet;  
N. 78°21'14" E., a distance of 8.08 feet;  
N. 11°31'36" W., a distance of 4.25 feet;  
N. 77°45'26" E., a distance of 15.01 feet;  
N. 11°48'29" W., a distance of 47.20 feet;  
N. 78°12'48" E., a distance of 1.36 feet;  
and N. 11°47'12" W., a distance of 3.69 feet to the northerly face of wall of the parking structure;

Thence along the northerly and easterly face of said parking structure the following courses and distances:

N. 77°40'06" E., a distance of 62.61 feet;  
S. 12°03'19" E., a distance of 241.25 feet to a point, the point and place of BEGINNING.



Page 2 of 2

BEING AND INTENDED TO BE the third floor parking area between elevation 254.58 feet and elevation 263.93 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. Also being between elevation 256.11 feet and elevation 265.46 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.

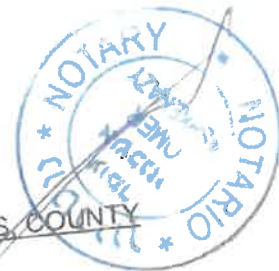


Containing 18,998 square feet or 0.4361 acres.

HORH-P-3-NYEvrev.doc

February 24, 2017  
Rev. Jan. 11, 2022

**MIROZA T3 LLC**  
**TOWER 1 - PARKING LEVEL 4**  
**YONKERS, NY**



**DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE CITY OF YONKERS, COUNTY**  
**OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain piece or parcel of land situate, lying and being located in the City of Yonkers, County of Westchester, State of New York and being more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776461.3907 and East 669470.0722 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled, "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed Aug. 1, 2007 in the Westchester County Clerk's Office (Division of Land Records) as County Clerk Map No. 27996, the point of BEGINNING;

thence from said point of beginning along the northerly expansion joint, S. 77°53'53" W., a distance of 68.02 feet;

thence generally along the east face of the wall located on the west side of the parking structure the following courses and distances:

N. 11°59'19" W., a distance of 14.33 feet;  
S. 78°08'42" W., a distance of 5.36 feet;  
N. 12°05'33" W., a distance of 66.12 feet;  
N. 77°47'38" E., a distance of 9.62 feet;  
N. 12°07'32" W., a distance of 157.11 feet;  
N. 77°36'31" E., a distance of 0.99 feet;  
and N. 12°23'29" W., a distance of 3.40 feet to the northerly face of wall of the parking structure;

Thence along the northerly and easterly face of said parking structure the following courses and distances:

N. 77°40'06" E., a distance of 63.01 feet;  
and S. 12°03'19" E., a distance of 241.25 feet to a point, the point and place of BEGINNING.

BEING AND INTENDED TO BE the fourth floor parking area between elevation 263.93 feet and elevation 275.35 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. Also being between elevation 265.46 feet and elevation 276.88 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.

Containing 16,088 square feet or 0.3693 acres.

HORH-P-4-NY Erev.doc

February 24, 2017  
Rev. Jan. 11, 2022

**MIROZA T3 LLC  
TOWER 2 - PARKING LEVEL 1  
YONKERS, NEW YORK**



**DESCRIPTION OF A PARCEL OF PROPERTY LOCATED IN THE CITY OF YONKERS,  
COUNTY OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain plot, piece or parcel of land situate, lying and located in the City of Yonkers, County of Westchester, State of New York and more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776461.3907 and East 669470.0722 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed in the Westchester County Clerk's Office (Division of Land Records) on Aug. 1, 2007 as Map No. 27996, the POINT OF BEGINNING;

thence from said point of beginning along the east face of parking structure, S.12°05'53"E., a distance of 297.42 feet to an expansion joint in the garage floor;

thence along said expansion joint in garage floor, S.77°54'07"W., a distance of 93.83 feet;

thence along the east face of wall located on the west side of the parking structure the following courses and distances:

N.11°58'47"W., a distance of 19.14 feet;  
S.78°01'13"W., a distance of 7.24 feet;  
N.11°58'47"W., a distance of 53.92 feet;  
N.78°01'13"E., a distance of 13.57 feet;  
N.11°58'47"W., a distance of 50.29 feet;  
N.78°01'13"E., a distance of 8.21 feet;  
N.11°58'47"W., a distance of 12.96 feet;  
N.78°01'13"E., a distance of 9.83 feet;  
S.11°58'47"E., a distance of 11.67 feet;  
N.78°01'13"E., a distance of 4.75 feet;  
N.11°58'47"W., a distance of 17.00 feet;  
S.78°01'13"W., a distance of 3.50 feet;  
N.11°58'47"W., a distance of 73.87 feet;  
N.78°01'13"E., a distance of 3.50 feet;  
N.11°58'47"W., a distance of 29.37 feet;  
N.78°01'13"E., a distance of 0.75 feet;  
N.11°58'47"W., a distance of 52.59 feet;

thence along the expansion joint in garage floor, N.77°53'53"E., a distance of 63.34 feet to the point and place of BEGINNING.

Page 2 of 2

BEING AND INTENDED TO BE the first floor parking area between elevation 233.35 feet and 243.60 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. Also being between elevation 234.88 feet and elevation 245.13 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.

Containing 23,169 square feet or 0.5319 acres, more or less.

January 8, 2022

55995-Tower2-Level1.doc





**MIROZA T3 LLC**  
**TOWER 2 – PARKING LEVEL 2**  
**YONKERS, NEW YORK**



**DESCRIPTION OF A PARCEL OF PROPERTY LOCATED IN THE CITY OF YONKERS,**  
**COUNTY OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain plot, piece or parcel of land situate, lying and located in the City of Yonkers, County of Westchester, State of New York and more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776461.3907 and East 669470.0722 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed in the Westchester County Clerk's Office (Division of Land Records) on Aug. 1, 2007 as Map No. 27996, the POINT OF BEGINNING;

thence from said point of beginning along the east face of parking structure, S.12°05'53"E., a distance of 297.42 feet to an expansion joint in the garage floor;

thence along said expansion joint in garage floor, S.77°54'07"W., a distance of 93.51 feet;

thence along the east face of wall located on the west side of the parking structure the following courses and distances:

N.12°07'47"W., a distance of 18.74 feet;  
S.77°52'13"W., a distance of 6.95 feet;  
N.12°07'47"W., a distance of 54.21 feet;  
N.77°52'13"E., a distance of 13.71 feet;  
N.12°07'47"W., a distance of 50.29 feet;  
N.77°52'13"E., a distance of 8.50 feet;  
N.12°07'47"W., a distance of 17.96 feet;  
S.77°52'13"W., a distance of 8.50 feet;  
N.12°07'47"W., a distance of 56.79 feet;  
N.77°52'13"E., a distance of 7.00 feet;  
N.12°07'47"W., a distance of 37.92 feet;  
S.77°52'13"W., a distance of 1.00 feet;  
N.12°07'47"W., a distance of 51.29 feet;  
S.77°52'13"W., a distance of 2.29 feet;  
N.12°07'47"W., a distance of 9.79 feet;  
N.77°52'13"E., a distance of 2.75 feet;  
N.12°07'47"W., a distance of 0.41 feet to the expansion joint in the garage floor;

thence along the expansion joint in the garage floor, N.77°53'53"E., a distance of 80.45 feet to the point and place of BEGINNING.

Page 2 of 2

BEING AND INTENDED TO BE the second floor parking area between elevation 243.69 feet and 254.58 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. also being between elevation 245.13 feet and elevation 256.11 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29

Containing 25,930 square feet or 0.5953 acres, more or less.

January 8, 2022

55995-Tower2-Level2.doc



**MIROZA T3 LLC  
TOWER 2 – PARKING LEVEL 3  
YONKERS, NEW YORK**



**DESCRIPTION OF A PARCEL OF PROPERTY LOCATED IN THE CITY OF  
YONKERS, COUNTY OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain plot, piece or parcel of land situate, lying and located in the City of Yonkers, County of Westchester, State of New York and more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776461.3907 and East 669470.0722 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed in the Westchester County Clerk's Office (Division of Land Records) on Aug. 1, 2007 as Map No. 27996, the POINT OF BEGINNING;

thence from said point of beginning along the east face of parking structure, S.12°05'53"E., a distance of 297.42 feet to an expansion joint in the garage floor;

thence along said expansion joint in garage floor, S.77°54'07"W., a distance of 93.79 feet;

thence along the east face of wall located on the west side of the parking structure the following courses and distances:

N.11°58'47"W., a distance of 19.14 feet;  
S.78°01'13"W., a distance of 7.25 feet;  
N.11°58'47"W., a distance of 53.92 feet;  
N.78°01'13"E., a distance of 13.71 feet;  
N.11°58'47"W., a distance of 50.50 feet;  
N.78°01'13"E., a distance of 8.21 feet;  
N.11°58'47"W., a distance of 17.92 feet;  
S.78°01'13"W., a distance of 8.21 feet;  
N.11°58'47"W., a distance of 45.16 feet;  
N.78°01'13"E., a distance of 6.96 feet;  
N.11°58'47"W., a distance of 49.42 feet;  
S.78°01'13"W., a distance of 1.00 feet;  
N.11°58'47"W., a distance of 51.12 feet;  
S.78°01'13"W., a distance of 2.00 feet;  
N.11°58'47"W., a distance of 10.17 feet;  
N.78°01'13"E., a distance of 2.00 feet;  
N.11°58'47"W., a distance of 0.09 feet to the expansion joint in the garage floor;

thence along the expansion joint in the garage floor, N.77°53'53"E., a distance of 80.75 feet to the point and place of BEGINNING.

Page 2 of 2

BEING AND INTENDED TO BE the third floor parking area between elevation 254.58 feet and 263.93 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. Also being between elevation 256.11 feet and elevation 265.46 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.

Containing 25,907 square feet or 0.5947 acres, more or less.

January 8, 2022

55995-Tower2-Level3.doc



**MIROZA T3 LLC  
TOWER 2 – PARKING LEVEL 4  
YONKERS, NEW YORK**



**DESCRIPTION OF A PARCEL OF PROPERTY LOCATED IN THE CITY OF YONKERS,  
COUNTY OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain plot, piece or parcel of land situate, lying and located in the City of Yonkers, County of Westchester, State of New York and more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776461.3907 and East 669470.0722 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed in the Westchester County Clerk's Office (Division of Land Records) on Aug. 1, 2007 as Map No. 27996, the POINT OF BEGINNING;

thence from said point of beginning along the east face of parking structure, S.12°05'53"E., a distance of 297.42 feet to an expansion joint in the garage floor;

thence along said expansion joint in garage floor, S.77°54'07"W., a distance of 93.79 feet;

thence along the east face of wall located on the west side of the parking structure the following courses and distances:

N.11°58'47"W., a distance of 19.14 feet;  
S.78°01'13"W., a distance of 7.25 feet;  
N.11°58'47"W., a distance of 53.92 feet;  
N.78°01'13"E., a distance of 13.70 feet;  
N.11°58'47"W., a distance of 51.04 feet;  
N.78°01'13"E., a distance of 8.21 feet;  
N.11°58'47"W., a distance of 17.96 feet;  
S.78°01'13"W., a distance of 8.21 feet;  
N.11°58'47"W., a distance of 45.00 feet;  
N.78°01'13"E., a distance of 23.12 feet;  
N.11°58'47"W., a distance of 49.08 feet;  
S.78°01'13"W., a distance of 44.25 feet;  
N.11°58'47"W., a distance of 5.81 feet;  
S.78°01'13"W., a distance of 7.21 feet;  
N.11°58'47"W., a distance of 17.44 feet;  
S.78°01'13"W., a distance of 10.17 feet;  
N.11°58'47"W., a distance of 37.95 feet to the expansion joint in the garage floor;

thence along the expansion joint in the garage floor, N.77°53'53"E., a distance of 125.23 feet to the point and place of BEGINNING.



Page 2 of 2

BEING AND INTENDED TO BE the fourth floor parking area between elevation 263.93 feet and 275.35 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. Also being between elevation 265.46 feet and elevation 276.88 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.



Containing 27,544 square feet or 0.6323 acres, more or less.

55995-Tower2-Level4.doc

January 8, 2022

**MIROZA T3 LLC  
TOWER 3 - PARKING LEVEL 1  
YONKERS, NY**



**DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain piece or parcel of land situate, lying and being located in the City of Yonkers, County of Westchester, State of New York and being more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776170.15 and East 669532.27 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled, "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed Aug. 1, 2007 in the Westchester County Clerk's Office (Division of Land Records) as County Clerk Map No. 27996, the point of BEGINNING;

thence from said point of beginning along the easterly and southerly face of parking structure the following courses and distances:

S.12°07'52"E., a distance of 239.66 feet;  
S.09°52'03"W., a distance of 92.34 feet;  
S.31°36'27"W., a distance of 40.47 feet; and  
N.58°26'44"W., a distance of 86.88 feet to a point on the east face of proposed Tower 3;

Thence generally along the east face of wall of proposed Tower 3 located on the west side of parking structure the following courses and distances:

N.32°23'56"E., a distance of 21.55 feet;  
N.09°38'56"E., a distance of 59.13 feet;  
N.77°52'08"E., a distance of 7.17 feet;  
N.12°07'52"W., a distance of 17.95 feet;  
N.77°52'08"E., a distance of 8.72 feet;  
N.12°07'52"W., a distance of 58.35 feet;  
N.77°52'08"E., a distance of 1.87 feet;  
N.12°07'52"W., a distance of 8.83 feet;  
S.77°52'08"W., a distance of 1.87 feet;  
N.12°07'52"W., a distance of 83.89 feet;  
N.77°52'08"E., a distance of 0.10 feet;  
N.12°07'52"W., a distance of 8.34 feet;  
N.77°52'08"E., a distance of 8.75 feet;  
N.12°07'52"W., a distance of 19.30 feet;  
S.77°52'08"W., a distance of 0.94 feet;  
N.12°07'52"W., a distance of 27.58 feet;

Thence generally along the expansion joint, N.77°52'08"E., a distance of 64.55 feet to the POINT OF BEGINNING.

Page 2 of 2

BEING AND INTENDED TO BE the first floor parking area between elevation 233.35 feet and elevation 243.60 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. Also being between elevation 234.88 feet and elevation 245.13 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.

Containing 26,001 square feet or 0.5969 acres, more or less.

January 5, 2022

55995-Level1-Tower3.doc



**MIROZA T3 LLC  
TOWER 3 - PARKING LEVEL 2  
YONKERS, NY**



**DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain piece or parcel of land situate, lying and being located in the City of Yonkers, County of Westchester, State of New York and being more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776170.15 and East 669532.27 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled, "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed Aug. 1, 2007 in the Westchester County Clerk's Office (Division of Land Records) as County Clerk Map No. 27996, the point of BEGINNING;

thence from said point of beginning along easterly and southerly face of parking structure the following courses and distances:

S.12°07'52"E., a distance of 239.66 feet;  
S.09°52'03"W., a distance of 92.34 feet;  
S.31°36'27"W., a distance of 40.47 feet; and  
N.58°11'24"W., a distance of 89.04 feet;

Thence generally along the east face of wall of proposed Tower 3 located on the west side of parking structure the following courses and distances:

N.31°39'36"E., a distance of 30.39 feet;  
N.09°38'24"E., a distance of 35.16 feet;  
N.12°07'52"W., a distance of 14.19 feet;  
N.77°52'08"E., a distance of 20.15 feet;  
N.12°07'52"W., a distance of 50.17 feet;  
N.77°52'08"E., a distance of 1.87 feet;  
N.12°07'52"W., a distance of 8.83 feet;  
S.77°52'08"W., a distance of 1.87 feet;  
N.12°07'52"W., a distance of 110.31 feet;  
N.77°52'08"E., a distance of 0.10 feet;  
N.12°07'52"W., a distance of 8.34 feet;  
N.77°52'08"E., a distance of 8.75 feet;  
N.12°07'52"W., a distance of 19.65 feet;  
S.77°52'08"W., a distance of 0.94 feet;  
N.12°07'52"W., a distance of 26.66 feet;

thence generally along the expansion joint, N.77°52'08"E., a distance of 64.55 feet to the point and place of BEGINNING.

Page 2 of 2

BEING AND INTENDED TO BE the second floor parking area between elevation 248.60 feet and elevation 254.58 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. Also being between elevation 245.13 feet and elevation 256.11 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.

Containing 25,870 square feet or 0.5939 acres, more or less.

January 4, 2022

55995-Level2-Tower3.doc





**MIROZA T3 LLC  
TOWER 3- PARKING LEVEL 3  
YONKERS, NY**



**DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE CITY OF YONKERS, COUNTY OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain piece or parcel of land situate, lying and being located in the City of Yonkers, County of Westchester, State of New York and being more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776170.15 and East 669532.27 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled, "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed Aug. 1, 2007 in the Westchester County Clerk's Office (Division of Land Records) as County Clerk Map No. 27996, the point of BEGINNING;

thence from said point of beginning along the easterly and southerly face of parking structure the following courses and distances:

S.12°07'52"E., a distance of 239.66 feet;  
S.09°52'03"W., a distance of 92.34 feet;  
S.31°36'27"W., a distance of 40.47 feet; and  
N.58°11'48"W., a distance of 84.62 feet;

Thence generally along the east face of wall of proposed Tower 3 located on the west side of parking structure the following courses and distances:

N.30°20'34"E., a distance of 20.92 feet;  
N.09°38'48"E., a distance of 44.64 feet;  
N.12°07'52"W., a distance of 14.38 feet;  
N.77°52'08"E., a distance of 22.10 feet;  
N.12°07'52"W., a distance of 14.45 feet;  
S.77°52'08"W., a distance of 2.25 feet;  
N.12°07'52"W., a distance of 36.41 feet;  
N.77°52'08"E., a distance of 2.25 feet;  
N.12°07'52"W., a distance of 8.83 feet;  
S.77°52'08"W., a distance of 2.25 feet;  
N.12°07'52"W., a distance of 17.73 feet;  
N.77°52'08"E., a distance of 0.50 feet;  
N.12°07'52"W., a distance of 91.90 feet;  
N.77°52'08"E., a distance of 0.10 feet;  
N.12°07'52"W., a distance of 8.34 feet;  
N.77°52'08"E., a distance of 8.75 feet;  
N.12°07'52"W., a distance of 19.65 feet;  
S.77°52'08"W., a distance of 0.94 feet;  
N.12°07'52"W., a distance of 27.24 feet;

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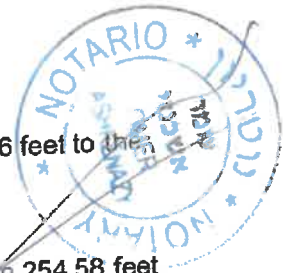
thence generally along the expansion joint, N.77°52'08"E., a distance of 64.56 feet to the point and place of BEGINNING.

BEING AND INTENDED TO BE the third floor parking area between elevation 254.58 feet and elevation 263.93 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. Also being between elevation 256.11 feet and elevation 265.46 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.

Containing 25,752 square feet or 0.5912 acres, more or less.

January 4, 2022

55995-Level3-Tower3.doc



**MIROZA T3 LLC**  
**TOWER 3 - PARKING LEVEL 4**  
**YONKERS, NY**



**DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE CITY OF YONKERS, COUNTY**  
**OF WESTCHESTER, STATE OF NEW YORK.**

ALL that certain piece or parcel of land situate, lying and being located in the City of Yonkers, County of Westchester, State of New York and being more particularly bounded and described as follows:

Beginning at a point on the easterly side of the herein described parcel identified as North 776170.15 and East 669532.27 in New York State Plane Coordinate System, East Zone (NAD83-US Survey Foot), also being the easterly face of the parking structure at the northerly expansion joint in the garage floor, said parking structure is located on Parcel M, Lot 1, Block 4076 as shown on a map entitled, "Final Subdivision Plat, Ridge Hill" dated May 22, 2006, last revised Oct. 20, 2006 and filed Aug. 1, 2007 in the Westchester County Clerk's Office (Division of Land Records) as County Clerk Map No. 27996, the point of BEGINNING;

thence from said point of beginning along the easterly and southerly face of parking structure the following courses and distances:

S.12°07'52"E., a distance of 239.66 feet;  
S.09°52'03"W., a distance of 92.34 feet;  
S.31°36'27"W., a distance of 40.47 feet; and  
N.58°11'36"W., a distance of 67.31 feet;

Thence generally along the east face of wall of proposed Tower 3 located on the west side of parking structure the following courses and distances:

N.31°40'08"E., a distance of 11.22 feet;  
N.09°56'20"E., a distance of 77.01 feet;  
N.12°07'52"W., a distance of 24.94 feet;  
N.77°52'08"E., a distance of 10.73 feet;  
N.12°07'52"W., a distance of 88.08 feet;  
S.77°52'08"W., a distance of 8.94 feet;  
N.12°07'52"W., a distance of 60.10 feet;  
N.77°52'08"E., a distance of 0.19 feet;  
N.12°07'52"W., a distance of 8.34 feet;  
N.77°52'08"E., a distance of 8.75 feet;  
N.12°07'52"W., a distance of 19.65 feet;  
S.77°52'08"W., a distance of 0.94 feet;  
N.12°07'52"W., a distance of 27.24 feet;

thence generally along the expansion joint, N.77°52'08"E., a distance of 64.55 feet to the point and place of BEGINNING.

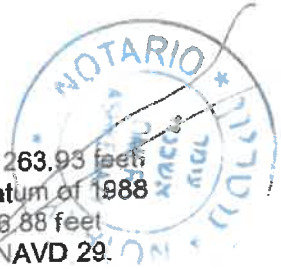
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BEING AND INTENDED TO BE the fourth floor parking area between elevation 263.93 feet and elevation 275.35 feet more or less based on the North American Vertical Datum of 1988 known as NAVD 88. Also being between elevation 265.46 feet and elevation 276.88 feet more or less based on the National Geodetic Vertical Datum of 1929 known as NAVD 29.

Containing 23,787 square feet or 0.5461 acres, more or less

January 4, 2022

55995-Level4-Tower3.doc



**SCHEDULE A**  
to  
Tax Agreement  
Dated as of February 18, 2022  
by and between  
City of Yonkers Industrial Development Agency  
And Miroza T3 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:

City Tax Year	County Tax Year	Tax Agreement Year	Tax Agreement Payment *	Estimated Tax Payments
2023-2024	2024	1	100% of Full Taxes <sup>1</sup>	\$310,380
2024-2025	2025	2	100% of Full Taxes	\$620,760
2025-2026	2026	3	50% of Full Taxes	\$620,760
2026-2027	2027	4	50% of Full Taxes	\$633,176
2027-2028	2028	5	50% of Full Taxes	\$645,839
2028-2029	2029	6	60% of Full Taxes	\$790,507
2029-2030	2030	7	60% of Full Taxes	\$806,317
2030-2031	2031	8	60% of Full Taxes	\$822,443
2031-2032	2032	9	70% of Full Taxes	\$978,708
2032-2033	2033	10	70% of Full Taxes	\$998,282
2033-2034	2034	11	70% of Full Taxes	\$1,018,247
2034-2035	2035	12	70% of Full Taxes	\$1,038,612
2035-2036	2036	13	75% of Full Taxes	\$1,135,055
2036-2037	2037	14	90% of Full Taxes	\$1,389,307

<sup>1</sup> Full Taxes shall mean all property taxes, not including Special District Charges, payable with respect to the Facility calculated in an amount equal to the amounts that would have been paid if the Agency were not in title and no exemption was available.