

ACCESS AND STORM WATER DRAINAGE EASEMENT AGREEMENT

THIS ACCESS AND STORM WATER DRAINAGE EASEMENT AGREEMENT (“Agreement”) is made as of the ___ day of _____, 2020, between WHITE PLAINS URBAN RENEWAL AGENCY, a New York public benefit corporation, with offices at 70 Church Street, White Plains, New York 10601 (the “Agency”), and 1 WATER STREET L.L.C., a New York limited liability company, with offices at Harborside 3 - 210 Hudson Street, Suite 400, Jersey City, New Jersey 07311 (“Water Street”; Water Street and the Agency each a “party” and collectively, the “Parties”).

- RECITALS -

A. Pursuant to a certain Exchange Agreement dated _____, 2020, between Water Street and the Agency, (i) Water Street conveyed to the Agency the approximately 12,610 square foot parcel of real property in the City of White Plains (the “City”), State of New York, described in Exhibit A attached hereto, and (ii) the Agency conveyed to Water Street the approximately 12,328 square foot parcel of real property in the City described in Exhibit B attached hereto (collectively, the “Conveyances”).

B. As a consequence of the Conveyances, Water Street is the fee owner of the property in the City described in Exhibit C attached hereto (the “Water Street Property”).

C. As shown on the map titled “Proposed 1 Water Street Project Site,” dated June 28, 2019 and last revised June 8, 2020, prepared by Divney Tung Schwalbe, LLP, attached as Exhibit D hereto, the easterly boundary of the Water Street Property adjoins the westerly boundary of a portion of the real property owned by the Agency which is a paper street otherwise known as an unimproved portion of North Lexington Avenue (the “Agency Property”).

D. Pursuant to a resolution of the Common Council of the City of White Plains titled “_____,” adopted _____, 2020 (the “Site Plan Approval”), Water Street is redeveloping the Water Street Property as a mixed-use residential/commercial project containing approximately 300 dwelling units and neighborhood retail space, publicly accessible open space, and related parking and infrastructure (the “Project”).

E. The Agency desires to grant to Water Street easements on, over and across the portion of the Agency Property described in Exhibit E attached hereto (the “Easement Area”) for vehicular and pedestrian access to the Project, truck loading, and construction and operation of storm water drainage facilities.

NOW, THEREFORE, in consideration of the premises, and for TEN and 00/100 (\$10.00) DOLLARS and other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. EASEMENT

(a) The Agency hereby grants to Water Street, for the benefit of the Water Street Property: (i) (A) a non-exclusive right-of-way and easement in perpetuity for continuous and uninterrupted vehicular and pedestrian ingress and egress between Water Street and the Project, on, over, and across the Easement Area, including, without limitation, commercial vehicle access to the Project building loading dock/area, subject to temporary closures for improvement and/or maintenance by the Agency, the City, or any of their respective successors or assigns, of the Easement Area, and (B) the right of vehicles utilizing the loading dock/area to back-up into the Easement Area; and (ii) a non-exclusive easement in perpetuity for construction, installation, operation, maintenance, repair and replacement of storm water drainage conveyance pipes and appurtenances, in compliance with all applicable laws and regulations of governmental authorities having jurisdiction, and for discharge of storm water from the Water Street Property to such facilities (collectively, the “Easement”).

(b) Neither the grant of the Easement nor any provision of this Agreement shall preclude: (i) the Agency from conveying and transferring to the City subject to the Easement all of the Agency’s rights, title, and interest in and to the Easement Area; or (ii) the City from subsequently dedicating the Easement Area to public use as a City street or portion of a City street, in each case subject to this Agreement and the Easement.

(c) Notwithstanding any provision of this Agreement, except and solely to the extent it may be required by the Site Plan Approval, Water Street, its successors and assigns, shall not have any obligation of any kind or nature whatsoever to improve or maintain the Easement Area, or to maintain, repair, restore or replace any improvements made to the Easement Area by the Agency, the City, or any of their respective successors or assigns except if such maintenance, repair, restoration or replacement is required by the Site Plan Approval, including the construction or reconstruction of a street to City public street specifications.

2. INDEMNITY AND INSURANCE

(a) Except as otherwise expressly set forth in this Agreement, Water Street shall not be liable for any damage or liability of any kind or for any injury to or death of persons, or damage to property of the Agency or any other person or entity occurring from any cause whatsoever related to the use, maintenance, improvement, occupancy or enjoyment of the Easement Area. Water Street agrees to indemnify and hold the Agency and its directors, officers, agents, employees, successors and assigns (the “Agency Indemnified Parties”), harmless (except for and to the extent of loss or damage resulting from the gross negligence or willful misconduct of the Agency Indemnified Parties) from and against any penalties, demands, damages, liabilities, actions, claims, and expenses (including reasonable attorneys’ fees and disbursements) in connection with the loss of life, personal injury and/or damage to property arising from or out of Water Street’s or its agents’, contractors’, employees’, tenants’, and/or invitees’ exercise or use of the Easement granted to it under this Agreement or occasioned wholly or in part by any act or omission of Water Street or its agents, contractors, employees, tenants, and/or invitees. The indemnity set forth in this paragraph shall expire in the event that the Agency Property is accepted by the City of White Plains as a public street.

(b) If any indemnified party is made a party to any litigation or legal or administrative proceeding commenced against such indemnified party, such indemnified party will have the right (in its sole discretion) to elect to be represented by counsel selected by the indemnifying party at the indemnifying party's cost and expense, such counsel to be subject to approval by such indemnified party, which approval will not be unreasonably withheld, conditioned, or delayed (with counsel provided by the indemnifying party's insurer being deemed approved for this purpose). If the indemnifying party fails to provide such indemnified party with counsel (upon such indemnified party's request) as required above, then the indemnifying party shall reimburse such indemnified party, promptly upon demand therefor, all actual, reasonable out-of-pocket costs and reasonable attorneys' fees and expenses incurred or paid by such indemnified party in connection with such litigation or legal or administrative proceeding. The indemnifying party will not, without the prior written consent of the indemnified parties who are named as parties to any such litigation or legal or administration proceeding, as applicable, settle or compromise any claims if the settlement or compromise (i) results in the entry of any judgment that does not include as an unconditional term the delivery by the claimant or plaintiff to the indemnified parties of a written release of those indemnified parties, reasonably satisfactory in form and substance to the applicable indemnified parties, or (ii) may adversely affect any such indemnified party, as determined by each such indemnified party in its sole discretion, or (iii) includes the admission of guilt, wrongdoing, negligence or comparable plea, the imposition of civil or criminal penalties or indictments or the entering of consent decrees or orders of any kind, by the indemnified parties. The costs of enforcing any indemnification will be included in the obligation of the indemnifying party. The indemnified party shall reasonably cooperate with the indemnifying party's defense, provided the indemnifying party reimburses the indemnified party's actual reasonable out of pocket expenses (including legal costs) of such cooperation. Promptly after receipt by the indemnified party of notice of any claim or the commencement of any action or proceeding covered by the indemnity pursuant to this Section, the indemnified party shall notify the indemnifying party in writing of such claim or the commencement of such action or proceeding. The indemnified party will not enter into any settlement of an indemnified claim without the indemnifying party's prior written consent.

(c) The provisions of this Section 2 will survive termination or expiration of this Agreement.

(d) Water Street shall obtain and maintain the insurance that is described in Exhibit F which is attached hereto and made a part hereof.

3. MISCELLANEOUS PROVISIONS

(a) Easement runs with the land. The Easement and each and all of the covenants and provisions of this Agreement (whether affirmative or negative in nature): (i) are made for the benefit of the Water Street Property (and any subdivided portion thereof); (ii) will create an equitable servitude upon the Easement Area (and any subdivided portion thereof); (iii) will bind every person having any fee, leasehold or other interest in any portion of the Water Street Property and Easement Area at any time or from time to time to the extent that such

portion is affected or bound by the easement, covenant, restriction or provision in question, or that the easement, covenant, restriction or provision is to be performed on such portion; and (iv) will inure to the benefit of Water Street, and burden the Agency, and their respective successors and assigns, as their interests may appear.

(b) Subordination of mortgages. Any mortgage or deed of trust affecting any portion of the Easement Area shall at all times be subject and subordinate to the Easement and terms of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to the Easement and all of the terms and provisions of this Agreement.

(c) No third-party beneficiaries. No person other than Water Street and the Agency, and their respective successors and assign, shall be entitled to enforce the terms and provisions hereof. Nothing in this Agreement, expressed or implied, shall confer upon any person, other than Water Street and the Agency, and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

(d) Discharge of rights and duties upon transfer. In the event of assignment, transfer or conveyance of the whole of the interest of any person in and to the Easement Area in which such person has an interest, without retaining any beneficial interest other than under the terms of a mortgage, without simultaneously acquiring a new interest by way of leasehold, life estate or other possessory interest, then the powers, rights and interest conferred on such person will be deemed assigned, transferred, or conveyed to such assignee, transferee or grantee with the interest so acquired, and the duties, obligations and rights of the person so transferring the interest shall be discharged, except liability with respect to matters that may have arisen during its period of ownership of the Easement Area (or portion thereof) so conveyed that remain unsatisfied. Any transferee of any portion of the Easement Area shall automatically be deemed, by acceptance of the title to any portion of the Easement Area, to have assumed all obligations of this Agreement relating thereto.

(e) Miscellaneous.

(i) Neither party's obligations with respect to any matter under this Agreement will be affected in any way by the absence of insurance coverage, the amount of any deductible, or by the failure or refusal of any insurance carrier to perform an obligation on its part under insurance policies procured by or on behalf of such party.

(ii) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(iii) This Agreement shall be construed in accordance with the laws of the State of New York without regard to conflict of laws provisions.

(iv) The headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(v) Whenever in this Agreement the singular number is used, the same shall include the plural whenever appropriate, and vice versa; and words of any gender in this Agreement shall include each other gender whenever appropriate.

(vi) Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render either of the Parties liable for the debts or obligations of the other.

(vii) It is expressly agreed that a breach of this Agreement shall not entitle either party to terminate this Agreement or the Easement, but this limitation shall not affect in any manner any other rights or remedies which such party may have hereunder or at law or in equity by reason of any such breach.

(viii) This Agreement may be signed in counterparts, each of which shall be an original, but all of which shall constitute but one and the same agreement.

[Nothing further on this page; signatures follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WHITE PLAINS URBAN RENEWAL AGENCY

By: _____

Name:

Title:

1 WATER STREET L.L.C.

By: Roseland Residential, L.P., sole member

By: Roseland Residential Trust, general partner

By: _____

Name: Gary T. Wagner

Title: General Counsel

[Nothing further on this page; acknowledgments follow.]

STATE OF NEW YORK)
 ss:
COUNTY OF WESTCHESTER)

On the ___ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW JERSEY)
 ss:
COUNTY OF _____)

On the ___ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____, State of New Jersey.

Notary Public

EXHIBIT A

Water Street conveyance parcel



METES AND BOUNDS DESCRIPTION

PROPOSED LOT 2, PORTION OF LOT 1 BLOCK 2
CITY OF WHITEPLAINS, WESTCHESTER COUNTY
CITY AND STATE OF NEW YORK

SHEET 1 OF 2

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE CITY OF WHITEPLAINS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BEING MORE PARTICULARLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHERLY END OF A CURVE AT THE INTERSECTION OF THE EASTERLY LINE OF FERRIS AVENUE (VARIABLE WIDTH RIGHT OF WAY) WITH THE WESTERLY LINE OF NORTH LEXINGTON AVENUE (80' WIDE RIGHT OF WAY) RUNNING THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING FOUR (4) COURSES;

1. SOUTHEASTERLY ALONG THE WESTERLY LINE OF NORTH LEXINGTON AVENUE (80 FEET WIDE RIGHT OF WAY) ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 18 DEGREES - 40 MINUTES - 26 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES - 02 MINUTES - 39 SECONDS EAST, 214.16 FEET, FOR AN ARC DISTANCE OF 215.11 FEET TO A POINT ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 1A, BLOCK 2 AND PROPOSED LOT 2, BLOCK 2, THENCE;
2. ALONG SAID DIVIDING LINE, SOUTH 75 DEGREES - 12 MINUTES - 20 SECONDS WEST, A DISTANCE OF 148.87 FEET TO A POINT ON THE EASTERLY LINE OF FERRIS AVENUE (VARIABLE WIDTH RIGHT OF WAY), THENCE;
3. NORTHERLY ALONG THE EASTERLY LINE OF FERRIS AVENUE (VARIABLE WIDTH RIGHT OF WAY) NORTH 07 DEGREES - 51 MINUTES - 22 SECONDS WEST, A DISTANCE OF 77.32 FEET TO A POINT OF CURVATURE, THENCE;
4. NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 16 DEGREES - 08 MINUTES - 53 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 15 DEGREES - 55 MINUTES - 48 SECONDS WEST, 84.27 FEET, FOR AN ARC DISTANCE OF 84.55 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 12,610 SQUARE FEET OR 0.289 ACRES

THIS DESCRIPTION IS BASED UPON A SURVEY ENTITLED "PROPOSED SUBDIVISION SKETCH - 1 WATER STREET, LOT 1, BLOCK 2, CITY OF WHITE PLAINS, WESTCHESTER COUNTY, STATE OF NEW YORK" PREPARED BY CONTROL POINT ASSOCIATES, INC. PC, DATED OCTOBER 31, 2019.

EXHIBIT B

Agency conveyance parcel



METES AND BOUNDS DESCRIPTION

PROPOSED LOT 1B, PORTION OF LOT 1 BLOCK 2
CITY OF WHITEPLAINS, WESTCHESTER COUNTY
CITY AND STATE OF NEW YORK

SHEET 1 OF 2

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE CITY OF WHITEPLAINS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BEING MORE PARTICULARLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE WESTERLY END OF A CURVE AT THE INTERSECTION OF THE NORTHERLY LINE OF WATER STREET (75 FEET WIDE RIGHT OF WAY) WITH THE WESTERLY LINE OF NORTH LEXINGTON AVENUE (80 FEET WIDE RIGHT OF WAY) RUNNING THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING SIX (6) COURSES;

1. NORTHEASTERLY ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 1A, BLOCK 2, AND PROPOSED LOT 1B, BLOCK 2, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 112 DEGREES - 59 MINUTES - 45 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 27 DEGREES - 59 MINUTES - 27 SECONDS EAST, 33.35 FEET, FOR AN ARC DISTANCE OF 39.44 FEET TO A POINT OF CHANGE IN CURVATURE, THENCE;
2. CONTINUING ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 1A, BLOCK 2 AND PROPOSED LOT 1B, BLOCK 2, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 660.00 FEET, A CENTRAL ANGLE OF 18 DEGREES - 12 MINUTES - 01 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 37 DEGREES - 36 MINUTES - 26 SECONDS WEST, 208.77 FEET, FOR AN ARC DISTANCE OF 209.65 FEET TO A POINT, THENCE;
3. NORTH 75 DEGREES - 12 MINUTES - 20 SECONDS EAST, A DISTANCE OF 58.12 FEET TO A POINT OF CURVATURE, THENCE;
4. SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 710.00 FEET, A CENTRAL ANGLE OF 19 DEGREES - 48 MINUTES - 44 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 34 DEGREES - 19 MINUTES - 16 SECONDS EAST, 244.29 FEET, FOR AN ARC DISTANCE OF 245.51 FEET TO A POINT, THENCE;
5. WESTERLY ALONG THE SAID NORTHERLY LINE OF WATER STREET, SOUTH 84 DEGREES - 29 MINUTES - 20 SECONDS WEST, A DISTANCE OF 82.56 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 12,328 SQUARE FEET OR 0.283 ACRES

THIS DESCRIPTION IS BASED UPON A SURVEY ENTITLED "PROPOSED SUBDIVISION SKETCH - 1 WATER STREET, LOT 1, BLOCK 2, CITY OF WHITE PLAINS, WESTCHESTER COUNTY, STATE OF NEW YORK" PREPARED BY CONTROL POINT ASSOCIATES, INC. PC, DATED OCTOBER 31, 2019.

EXHIBIT C

The Water Street Property



METES AND BOUNDS DESCRIPTION

PROPOSED LOT 1A & LOT 1B, BLOCK 2
CITY OF WHITEPLAINS, WESTCHESTER COUNTY
CITY AND STATE OF NEW YORK

SHEET 1 OF 2

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE CITY OF WHITEPLAINS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BEING MORE PARTICULARLY AND DESCRIBED AS FOLLOWS:

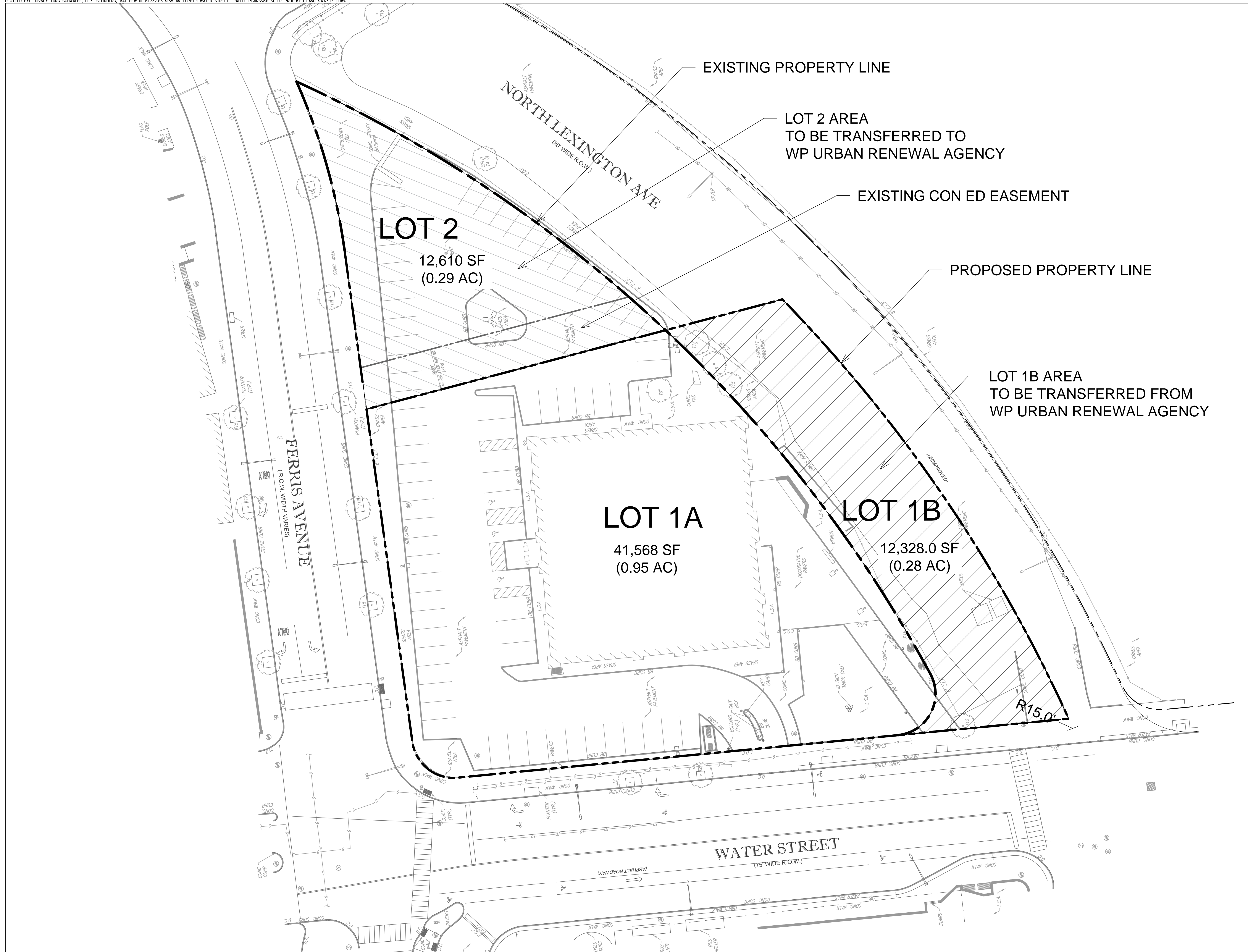
BEGINNING AT A POINT AT THE NORTHERLY END OF A CURVE AT THE INTERSECTION OF THE EASTERLY LINE OF FERRIS AVENUE (VARIABLE WIDTH RIGHT OF WAY) WITH THE NORTHERLY LINE OF WATER STREET (75 FEET WIDE RIGHT OF WAY) RUNNING THENCE FROM SAID POINT OF BEGINNING THE FIVE (5) FOLLOWING COURSES;

1. NORTHERLY ALONG SAID EASTERLY LINE OF FERRIS AVENUE) NORTH 07 DEGREES - 51 MINUTES - 22 SECONDS WEST, A DISTANCE OF 161.61 FEET TO A POINT ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 1A, BLOCK 2 AND PROPOSED LOT 2, BLOCK 2, THENCE;
2. ALONG SAID DIVIDING LINE NORTH 75 DEGREES - 12 MINUTES - 20 SECONDS EAST, A DISTANCE OF 206.99 FEET TO A POINT OF CURVATURE IN NORTH, THENCE;
3. SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 710.00 FEET, A CENTRAL ANGLE OF 19 DEGREES - 48 MINUTES - 44 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 34 DEGREES - 19 MINUTES - 16 SECONDS EAST, 244.29 FEET, FOR AN ARC DISTANCE OF 245.51), THENCE;
4. WESTERLY ALONG THE NORTHERLY LINE OF WATER STREET SOUTH 84 DEGREES - 29 MINUTES - 20 SECONDS WEST, A DISTANCE OF 295.40 FEET TO A POINT OF CHANGE IN CURVATURE THENCE;
5. NORTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 87 DEGREES - 39 MINUTES - 14 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 51 DEGREES - 41 MINUTES - 03 SECONDS WEST, 27.70 FEET, FOR AN ARC DISTANCE OF 30.60 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 53,896 SQUARE FEET OR 1.237 ACRES

THIS DESCRIPTION IS BASED UPON A SURVEY ENTITLED "PROPOSED SUBDIVISION SKETCH - 1 WATER STREET, LOT 1, BLOCK 2, CITY OF WHITE PLAINS, WESTCHESTER COUNTY, STATE OF NEW YORK" PREPARED BY CONTROL POINT ASSOCIATES, INC. PC, DATED OCTOBER 31, 2019.

EXHIBIT D
The Agency Property



ONE WATER STREET
White Plains, New York

OWNER / APPLICANT
1 Water Street L.L.C.
Harborside 3, 210 Hudson Street, Suite 400
Jersey City, NJ 07311

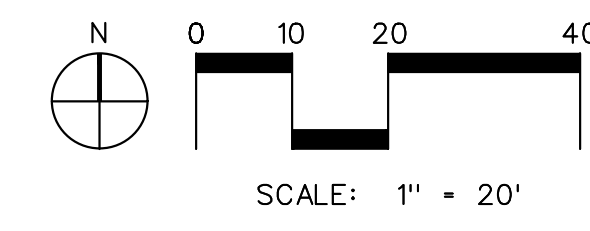
PLANNER, CIVIL ENGINEER, LANDSCAPE ARCHITECT

DIVNEY • TUNG • SCHWALBE
Intelligent Land Use

Divney Tung Schwalbe, LLP
One North Broadway
White Plains, NY 10601
P: 914.428.0010
F: 914.428.0017

ARCHITECT
Lessard Design, Inc. PC
8521 Leesburg Pike, Suite 700
Vienna, VA 22182

SURVEYOR
Control Point Associates, Inc. PC
14 Penn Plaza
225 West 34th Street
New York, NY 10122



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| NO. | DATE | ISSUE |
|-----|----------|--------------------------------------|
| 1 | 08/16/19 | REVISED PER BUILDING COMMISSIONER |
| 2 | 01/29/20 | REVISED PER DPW ENGINEERING COMMENTS |
| 3 | 06/08/20 | REVISED PER DPW ENGINEERING COMMENTS |

DRAWING TITLE:
PROPOSED 1 WATER STREET PROJECT SITE

| | |
|----------------------|--------------------|
| DRAWN BY: MDG/TMM | CHECKED BY: MSG |
| PROJECT NO. 811 | DATE: 6/28/19 |
| DRAWING NO. | |

SP-0.1

EXHIBIT E
The Easement Area



METES AND BOUNDS DESCRIPTION

PROPOSED EASEMENT

FORMERLY KNOWN AS AN UNIMPROVED PORTION OF NORTH LEXINGTON AVENUE PUBLIC RIGHT OF WAY,
CITY OF WHITE PLAINS, WESTCHESTER COUNTY
CITY AND STATE OF NEW YORK

SHEET 1 OF 2

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE CITY OF WHITEPLAINS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BEING MORE PARTICULARLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE SOUTHERLY END OF A CURVE AT THE INTERSECTION OF THE EASTERLY LINE OF NORTH LEXINGTON AVENUE (80 FEET WIDE RIGHT OF WAY) WITH THE NORTHERLY LINE OF WATER STREET (75 FEET WIDE RIGHT OF WAY) RUNNING THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 84 DEGREES - 29 MINUTES - 20 SECONDS WEST, 45.99 FEET, TO EASTERLY LINE OF PROPOSED LOT 1B, THENCE;
2. NORTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 710.00 FEET, A CENTRAL ANGLE OF 19 DEGREES - 48 MINUTES - 44 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 34 DEGREES - 19 MINUTES - 16 SECONDS WEST, 244.29 FEET, FOR AN ARC DISTANCE OF 245.51 FEET TO A POINT, THENCE;
3. NORTH 75 DEGREES - 12 MINUTES - 20 SECONDS EAST, A DISTANCE OF 34.23 FEET TO A POINT ALONG THE EASTERLY LINE OF SAID NORTH LEXINGTON AVENUE, THENCE;
4. SOUTHEASTERLY ALONG SAID EASTERLY LINE OF NORTH LEXINGTON AVENUE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 18 DEGREES - 12 MINUTES - 24 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 33 DEGREES - 49 MINUTES - 18 SECONDS EAST, 234.16 FEET, FOR AN ARC DISTANCE OF 235.15 FEET TO A POINT OF REVERSE CURVATURE, THENCE;
5. SOUTHEASTERLY ALONG SAID EASTERLY LINE OF NORTH LEXINGTON AVENUE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 70 DEGREES - 47 MINUTES - 34 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 60 DEGREES - 06 MINUTES - 53 SECONDS EAST, 23.17 FEET, FOR AN ARC DISTANCE OF 24.71 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 7,460 SQUARE FEET OR 0.17 ACRES

THIS DESCRIPTION IS BASED UPON A SURVEY ENTITLED "PROPOSED SUBDIVISION SKETCH - 1 WATER STREET, LOT 1, BLOCK 2, CITY OF WHITE PLAINS, WESTCHESTER COUNTY, STATE OF NEW YORK" PREPARED BY CONTROL POINT ASSOCIATES, INC. PC, DATED OCTOBER 31, 2019.

THIS PROPERTY MAY BE SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

(CONTINUED ON NEXT PAGE)

Corporate Headquarters
35 Technology Drive, Warren, NJ 07059
Tel: 908.668.0099 Fax: 908.668.9595

Professional Land Surveying, Geospatial and Consulting Services



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

SHEET 2 OF 2

CONTROL POINT ASSOCIATES, INC.



9-2-2020

WILLIAM T. WHIMPLE

DATE

NEW YORK PROFESSIONAL LAND SURVEYOR # 50526

EXHIBIT F

Insurance

Water Street shall obtain and maintain, at its own cost and expense, the following types and amounts of insurance with insurers licensed in the State of New York and rated “A – VII” or better by A. M. Best and reasonably satisfactory to the City:

1. Comprehensive Commercial General Liability Insurance written on an occurrence basis including, but not limited to, coverage for bodily injury, personal injury, broad form property damage, products and completed operations, and contractual liability with liability limits not less than \$5,000,000, which can be met with a \$1,000,000.00 primary and a \$4,000,000.00 umbrella coverage policy, combined single limit for each occurrence, or such greater commercially reasonable amount as may be determined by the Agency;
2. New York State Workers’ Compensation and Employers Liability insurance with minimum limits of liability in accordance with applicable state law in the case of Workers’ Compensation and with minimum limits of \$1,000,000 in the case of Employers Liability insurance, or such greater commercially reasonable amount as may be determined by the Agency; and
3. New York State Disability Benefits coverage in accordance with statutory requirements.
4. On or before the date that Water Street first utilizes the Easement, Water Street shall furnish to the Agency certificates of insurance evidencing the aforesaid insurance coverage, including naming the Agency, as additional insured on Water Street’s comprehensive general liability policy. The comprehensive general liability policy shall include contractual liability. Renewal certificates must be furnished to the Agency at least thirty (30) days prior to the expiration date of such insurance policies showing the above coverage to be in full force and effect.
5. All such insurance shall provide that it cannot be canceled except upon thirty (30) days prior written notice to the Agency. Water Street shall comply with all rules and directives of any insurance board, company or agency determining rates of hazard coverage for the Easement, including but not limited to the installation of any equipment and/or the correction of any condition necessary to prevent any increase in such rates.
6. The Agency, in its exercise of reasonable business judgment, may from time to time during the term of this Agreement reasonably increase and/or modify the nature and limits of insurance required under this Agreement.

