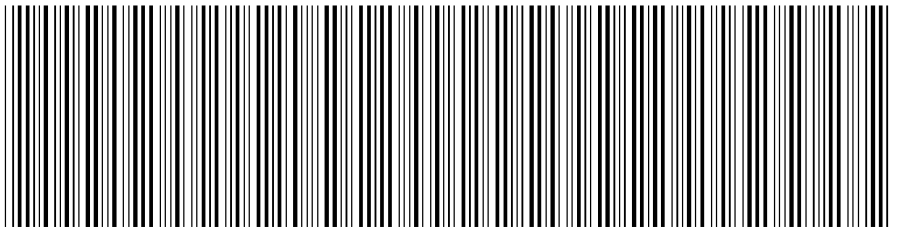


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2023120500384001003EA3CF

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 14

Document ID: 2023120500384001

Document Date: 11-17-2023

Preparation Date: 12-06-2023

Document Type: EASEMENT

Document Page Count: 12

PRESENTER:

ATLANTIC TITLE AGENCY II, LLC
31 STEWART STREET
ATLC-23-849
FLORAL PARK, NY 11001
516-358-0505
ATLANTICTITLEAGENCY@GMAIL.COM

RETURN TO:

KNAUF SHAW LLP
2600 INNOVATION SQUARE
100 SOUTH CLINTON AVENUE
ROCHESTER, NY 14604

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2756	85	Partial Lot	1001 WHITLOCK AVENUE

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

HP WHITLOCK HOUSING DEVELOPMENT FUND CO, INC.
253 WEST 35TH STREET, 3RD FLOOR
NEW YORK, NY 10001

GRANTEE/BUYER:

NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION
625 BROADWAY
ALBANY, NY 12233-1500

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 97.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

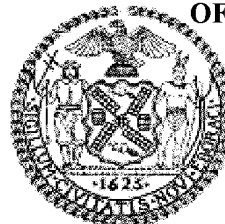
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 12-06-2023 12:39

City Register File No.(CRFN):

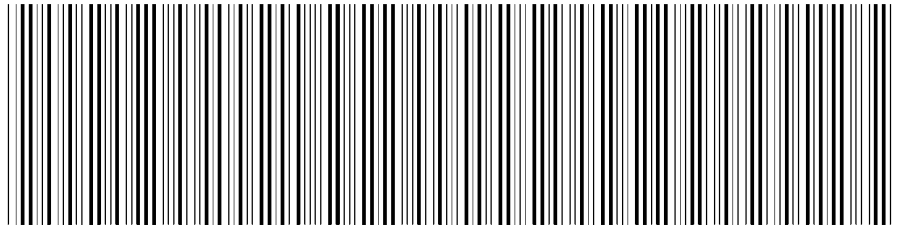
2023000319313



Colette McChia-Jacques

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2023120500384001003CA14F

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 14

Document ID: 2023120500384001
Document Type: EASEMENT

Document Date: 11-17-2023

Preparation Date: 12-06-2023

PARTIES

GRANTOR/SELLER:
WHITLOCK POINT LLC
5959 BROADWAY, SUITE 3
BRONX, NY 10463

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

P **THIS INDENTURE** made this ^{AS OF} 17th day of November, 2023, between Owner(s), HP Whitlock Housing Development Fund Company, Inc., (the "Grantor Fee Owner") having an office at c/o Housing Partnership Development Corporation, 253 West 35th Street, 3rd Floor, New York, New York 10001, County of New York, State of New York, and Whitlock Point LLC, (the "Grantor Beneficial Owner), having an office at 5959 Broadway, Suite 3, Bronx, New York 10463, County of Bronx, State of New York (collectively, the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor Fee Owner, is the owner of the fee interest in the real property located at the address of 1001 Whitlock Avenue in the City of New York, County of Bronx and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 2756 Lot 85, being the same as that property conveyed to Grantor by deed dated June 15, 2017 and recorded in the City Register of the City of New York as CRFN # 2017000237639. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.731 +/- acres, and is hereinafter more fully described in the Land Title Survey dated September 19, 2023 prepared by Vincent M. Teutonico of Statewide Land Surveying P.C., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, Grantor Beneficial Owner, is the owner of the beneficial interest in the Controlled Property being the same as a portion of that beneficial interest conveyed to Grantor Beneficial Owner by means of an Amended and Restated Declaration of Interest and Nominee Agreement dated August 31, 2020 and recorded in City Register of the City of New York as CRFN # 20200002569765; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C203148-09-21, as amended by Amendment #1 on August 2, 2023, and by Amendment #2 on October 26, 2023, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

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

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

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

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

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

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

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

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

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance

County: Bronx Site No: C203148 Brownfield Cleanup Agreement Index : C203148-09-21, as amended by Amendment #1 on August 2, 2023, and by Amendment #2 on October 26, 2023

Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C203148
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

County: Bronx Site No: C203148 Brownfield Cleanup Agreement Index : C203148-09-21, as amended by Amendment #1 on August 2, 2023, and by Amendment #2 on October 26, 2023

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor Fee Owner has caused this instrument to be signed in its name.

HP Whitlock Housing Development Fund Company, Inc.:

By: Jamie A. Smarr

Print Name: Jamie A. Smarr

Title: President Date: 11/6/23

Grantor's Acknowledgment

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

On the 6th day of November, in the year 2023, before me, the undersigned, personally appeared Jamie A. Smarr, 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 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.

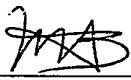
JMS

Notary Public - State of New York

MILEIKA BETHANCOURT
Notary Public, State of New York
No. 01BE6220876
Qualified in Kings County
Commission Expires April 19, 2024

IN WITNESS WHEREOF, Grantor Beneficial Owner has caused this instrument to be signed in its name.

Whitlock Point LLC:

By: 

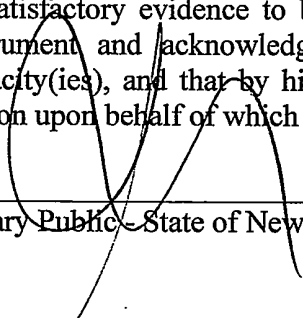
Print Name: Mark Stagg Managing Member

Title: Managing member Date: 10/27/2023

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF Westchester

On the 27 day of October, in the year 2023, before me, the undersigned, personally appeared Mark Stagg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public - State of New York

KATHLEEN R BRADSHAW
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BR6419928
Qualified in Westchester County
My Commission Expires 01-18-2026

KATHLEEN R BRADSHAW
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BR6419928
Qualified in Westchester County
My Commission Expires 01-18-2026

KATHLEEN R BRADSHAW
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BR6419928
Qualified in Westchester County
My Commission Expires 01-18-2026

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

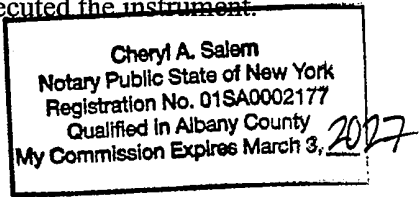
By: Andrew Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 17th day of November, in the year 2023 before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
Notary Public - State of New York



SCHEDULE "A" PROPERTY DESCRIPTION

BCP SITE LEGAL DESCRIPTION (PART OF LOT 85)

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Bronx, City and State New York which property is bounded and described as follows:

BEGINNING at a point on the northwesterly side of Whitlock Avenue distant 203.78 feet southwesterly from the corner formed by the intersection of the northwesterly side of Whitlock Avenue (80 feet wide) and the southerly side of East 165th Street (60 feet wide);

RUNNING THENCE westerly at right angles to Whitlock Avenue, 126.72 feet;

THENCE in a generally southerly direction along a line forming an interior angle of 79 degrees 24 minutes 10.3 seconds with the last mentioned course, 28.30 feet;

THENCE in a general Easterly forming an interior angle of 90 degrees 03 minutes 21 seconds with the last mentioned course, 7.48 feet;

THENCE in a general Southerly direction along a line forming an interior angle of 270 degrees 05 minutes 09 seconds with the last mentioned course, 350.96 feet;

THENCE in a general Westerly forming an interior angle of 269 degrees 51 minutes 29 seconds with the last mentioned course, 6.60 feet;

THENCE in a general Southerly direction along a line forming an interior angle of 90 degrees with the last mentioned course, 87.47 feet;

THENCE along northwesterly and southwester sides of Whitlock Avenue in a general northeasterly direction along a curve having a radius of 1150.00 feet a distance of 307.55 to a point;

THENCE along Westerly side of Whitlock Avenue 154.89 feet to the POINT OR PLACE OF BEGINNING.

Acreage: 0.731 Acre

TRACK 2 AREA LEGAL DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of the Bronx, City and State of New York which property is bounded and described as follows:

BEGINNING at a point on the northwesterly side of Whitlock Avenue distant 574.51 feet southwesterly from the corner formed by the intersection of the northwesterly side of Whitlock Avenue (80 feet wide) and the Southerly side of East 165th Street (60 feet wide);

RUNNING THENCE in a general Westerly direction, 21.7 feet;

THENCE in a general Westerly direction along a line forming an interior angle of 175 degrees 30 minutes 55 seconds with the last mentioned course, 15.11 feet;

THENCE in a general southerly direction along a line forming an interior angle of 91 degrees 12 minutes 09 seconds with the last mentioned course, 84.9 feet;

THENCE along northwesterly and southwesterly sides of Whitlock Avenue in a general northeasterly direction along a curve having a radius of 1150.00 feet a distance of 91.71 to the POINT OR PLACE OF BEGINNING.

Acreage: 0.037 Acre

CONDITIONAL TRACK 1 AREA LEGAL DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of the Bronx, City and State of New York which property is bounded and described as follows:

BEGINNING at a point on the northwesterly side of Whitlock Avenue distant 203.78 feet southwesterly from the corner formed by the intersection of the northwesterly side of Whitlock Avenue (80 feet wide) and the Southerly side of East 165th Street (60 feet wide);

RUNNING THENCE westerly at right angles to Whitlock Avenue, 126.72 feet;

THENCE in a general southerly direction along a line forming an interior angle of 79 degrees 24 minutes 10.3 seconds with the last mentioned course, 28.30 feet;

THENCE in a general Easterly direction forming an interior angle of 90 degrees 03 minutes 21 seconds with the last mentioned course, 7.48 feet;

THENCE in a general southerly direction along a line forming an interior angle of 270 degrees 05 minutes 09 seconds with the last mentioned course, 350.96 feet;

THENCE in a general Westerly direction forming an interior angle of 269 degrees 51 minutes 29 seconds with the last mentioned course, 6.60 feet;

THENCE in a general southerly direction along a line forming an interior angle of 90 degrees with the last mentioned course, 2.57 feet;

THENCE in a general Easterly direction along a line forming an interior angle of 88 degrees 47 minutes 51 seconds with the last mentioned course, 15.11 feet;

THENCE in a general Easterly direction along a line forming an interior angle of 184 degrees 29 minutes 05 seconds with the last mentioned course, 21.70 feet;

THENCE along northwesterly and southwesterly sides of Whitlock Avenue in a general northeasterly direction along a curve having a radius of 1150.00 feet a distance of 215.84 to a point;

THENCE along Westerly side of Whitlock Avenue 154.89 feet to the POINT OR PLACE OF BEGINNING.

Acreage: 0.694 Acre



2600 Innovation Square
100 South Clinton Avenue
Rochester, New York 14604
nyenvlaw.com

LINDA R. SHAW
ATTORNEY AT LAW

T 585.546.8430
C 585.414.3122
lshaw@nyenvlaw.com

December 8, 2023

VIA ELECTRONIC MAIL

Cheryl Salem
NYS Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, New York

**RE: Brownfield Cleanup Program – Environmental Easement
Sonero Metro City Auto Site
C203148**

Dear Ms. Salem:

The Environmental Easement for the above-referenced BCP Site has been recorded. Enclosed please find my affirmation in support of mailing the municipal notices, copies of the letter that have been mailed to the municipality, which included the recorded easement and your copy of the recorded easement.

Please do not hesitate to contact me with any questions. Thank you.

Sincerely,

KNAUF SHAW LLP

A handwritten signature in black ink that reads 'Linda R. Shaw'.

LINDA R. SHAW, ESQ.

Enclosure

cc: Michael Murphy
Michael MacCabe
Jane O'Connell

Notice to County

December 8, 2023

Vanessa L. Gibson
Bronx Borough President
851 Grand Concourse, 3rd Floor
Bronx, New York 10451

Re: Environmental Easement

Dear Ms. Gibson:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on November 17, 2023, by HP Whitlock Housing Development Fund Company, Inc. and Whitlock Point, LLC, for property at 1001 Whitlock Avenue (a/k/a 1125 Whitlock Avenue), Bronx, New York, Tax Map No. Bronx-2756-85, DEC Site No: C203148.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.)

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Whitlock Point LLC
Whitlock Point Services LLC

Notice to Municipality

December 8, 2023

Dan Garodnick, Chair
NYC Planning Commission
120 Broadway, 31st Floor
New York, New York 10271

Re: Environmental Easement

Dear Mr. Garodnick:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on November 17, 2023, by HP Whitlock Housing Development Fund Company, Inc. and Whitlock Point, LLC, for property at 1001 Whitlock Avenue (a/k/a 1125 Whitlock Avenue), Bronx, New York, Tax Map No. Bronx-2756-85, DEC Site No: C203148.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.)

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Whitlock Point LLC
Whitlock Point Services LLC

NEW YORK STATE DEPARTMENT ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM
ECL § 27-1401 *et seq.*

Sonero Metro City Auto Site

DEC Site No.: C203148

Located at: 1001 Whitlock Avenue
Bronx, New York 10459

Volunteer: Whitlock Point Services LLC
Whitlock Point LLC
5959 Broadway, Suite 3
Bronx, New York 10463

**AFFIRMATION OF
LINDA R. SHAW
IN SUPPORT OF MAILING
MUNICIPAL NOTICES**

I, **LINDA R. SHAW**, an attorney admitted to practice in the State of New York, affirms under penalty of perjury the following:

1. Knauf Shaw LLP are the attorneys of record for Whitlock Point Services LLC and Whitlock Point LLC, which are the Volunteers for the New York State Brownfield Cleanup Program Site (“BCP”), Sonero Metro City Auto Site, Site Number C203148.
2. On December 8, 2023, I mailed a true copy of a Notice to Municipality with a copy of the Environmental Easement to Dan Garodnick, Chair of the NYC Planning Commission, 120 Broadway, 31st Floor, New York, NY 10271, by depositing a true copy of the same enclosed in a first-class, postpaid addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.
3. On December 8, 2023, I mailed a true copy of a Notice to County with a copy of the Environmental Easement to Vanesa L. Gibson, Bronx Borough President, 851 Grand Concourse, 3rd Floor, Bronx, New York 10451, by depositing a true copy of the same enclosed in a first-class, postpaid addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

WHEREFORE, Linda Shaw respectfully requests that this affirmation is acceptable proof of mailing for the municipal notices required for the Brownfield Cleanup Program Site.

Dated: December 8, 2023


LINDA R. SHAW