



# BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

**Is this an application to amend an existing BCA with a major modification?** Please refer to the application instructions for further guidance related to BCA amendments.  Yes  No  
 If yes, provide existing site number: \_\_\_\_\_

**Is this a revised submission of an incomplete application?**  Yes  No  
 If yes, provide existing site number: C203164

**BCP App Rev 13**

**SECTION I: Property Information**

PROPOSED SITE NAME 608-610 East Fordham Road Site

ADDRESS/LOCATION 608-610 East Fordham Road

CITY/TOWN Bronx ZIP CODE 10458

MUNICIPALITY (LIST ALL IF MORE THAN ONE) New York City

COUNTY Bronx SITE SIZE (ACRES) 0.27

LATITUDE 40 ° 51 ' 28.9 " LONGITUDE 73 ° 53 ' 05.3 "

Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting "p/o" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column.

**ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.**

Parcel Address	Section	Block	Lot	Acreage
608-610 East Fordham Road, Bronx, NY 10458		3078	16	0.27

	Y	N
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.	<input checked="" type="radio"/>	<input type="radio"/>
2. Is the required property map provided in electronic format with the application? (Application will not be processed without a map)	<input checked="" type="radio"/>	<input type="radio"/>
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See <a href="#">DEC's website</a> for more information) If yes, identify census tract: <u>389</u> Percentage of property in En-zone (check one): 0% <input type="radio"/> 1-49% <input type="radio"/> 50-99% <input type="radio"/> 100% <input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
4. Is the project located within a disadvantaged community? See application instructions for additional information.	<input type="radio"/>	<input checked="" type="radio"/>
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.	<input type="radio"/>	<input checked="" type="radio"/>

6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications: _____	<input type="radio"/> Y	<input checked="" type="radio"/> N						
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?	<input type="radio"/> Y	<input checked="" type="radio"/> N						
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.	<input type="radio"/> Y	<input checked="" type="radio"/> N						
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.	<input type="radio"/> Y	<input checked="" type="radio"/> N						
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____	<input type="radio"/> Y	<input checked="" type="radio"/> N						
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: _____	<input type="radio"/> Y	<input checked="" type="radio"/> N						
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information.  <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><u>Easement/Right-of-Way Holder</u></td> <td style="width: 50%;"><u>Description</u></td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	<u>Easement/Right-of-Way Holder</u>	<u>Description</u>			<input type="radio"/> Y	<input checked="" type="radio"/> N		
<u>Easement/Right-of-Way Holder</u>	<u>Description</u>							
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information):  <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><u>Type</u></td> <td style="width: 30%;"><u>Issuing Agency</u></td> <td style="width: 40%;"><u>Description</u></td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	<u>Type</u>	<u>Issuing Agency</u>	<u>Description</u>				<input type="radio"/> Y	<input checked="" type="radio"/> N
<u>Type</u>	<u>Issuing Agency</u>	<u>Description</u>						
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?	<input checked="" type="radio"/> Y	<input type="radio"/> N						
<b>Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City.</b>								
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.	<input checked="" type="radio"/> Y	<input type="radio"/> N						
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?	<input type="radio"/> Y	<input checked="" type="radio"/> N						
17. If you have answered YES to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?	<input type="radio"/> Y	<input type="radio"/> N						
<b>NOTE:</b> If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.								
<b>If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions.</b>								
<b>Initials of each Requestor:</b> _____								

**SECTION II: Project Description**

1. The project will be starting at:  Investigation  Remediation

NOTE: If the project is proposed to start at the remediation stage, at a minimum, a Remedial Investigation Report (RIR) must be included, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Action Work Plan (RAWP) are also included (see [DER-10, Technical Guidance for Site Investigation and Remediation](#) for further guidance), then a 45-day public comment period is required.

2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?

Yes  No  N/A

3. Have any draft work plans been submitted with the application (select all that apply)?

RIWP  RAWP  IRM  No

4. Please provide a short description of the overall project development, including the date that the remedial program is to begin, and the date by which a Certificate of Completion is expected to be issued.

Is this information attached?  Yes  No

**SECTION III: Land Use Factors**

1. What is the property's current municipal zoning designation? C4-5D

2. What uses are allowed by the property's current zoning (select all that apply)?

Residential  Commercial  Industrial

3. Current use (select all that apply):

Residential  Commercial  Industrial  Recreational  Vacant

4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant.  
Is this summary included with the application?

Y	N
<input checked="" type="radio"/>	<input type="radio"/>

5. Reasonably anticipated post-remediation use (check all that apply):

Residential  Commercial  Industrial

If residential, does it qualify as single-family housing?  N/A

<input type="radio"/>	<input checked="" type="radio"/>
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6. Please provide a statement detailing the specific proposed post-remediation use.  
Is this summary attached?

<input checked="" type="radio"/>	<input type="radio"/>
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7. Is the proposed post-remediation use a renewable energy facility?  
See application instructions for additional information.

<input type="radio"/>	<input checked="" type="radio"/>
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8. Do current and/or recent development patterns support the proposed use?

<input checked="" type="radio"/>	<input type="radio"/>
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9. Is the proposed use consistent with applicable zoning laws/maps?  
Please provide a brief explanation and additional documentation if necessary.

<input checked="" type="radio"/>	<input type="radio"/>
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10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans?  
Please provide a brief explanation and additional documentation if necessary.

<input checked="" type="radio"/>	<input type="radio"/>
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**SECTION IV: Property's Environmental History**

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following (**please submit information requested in this section in electronic format ONLY**):

- 1. Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard ([ASTM E1903](#)). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
- 2. SAMPLING DATA: INDICATE (BY SELECTING THE OPTIONS BELOW) KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. DATA SUMMARY TABLES SHOULD BE INCLUDED AS AN ATTACHMENT, WITH LABORATORY REPORTS REFERENCED AND INCLUDED.**

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorinated Solvents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other VOCs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SVOCs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Metals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pesticides	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCBs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PFAS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1,4-dioxane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other – indicated below	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*Please describe other known contaminants and the media affected:

- For each impacted medium above, include a site drawing indicating:
  - Sample location
  - Date of sampling event
  - Key contaminants and concentration detected
  - For soil, highlight exceedances of reasonably anticipated use
  - For groundwater, highlight exceedances of 6 NYCRR part 703.5
  - For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application?  YES  NO

- Indicate Past Land Uses (check all that apply):

<input type="checkbox"/> Coal Gas Manufacturing	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Agricultural Co-Op	<input type="checkbox"/> Dry Cleaner
<input type="checkbox"/> Salvage Yard	<input type="checkbox"/> Bulk Plant	<input checked="" type="checkbox"/> Pipeline	<input type="checkbox"/> Service Station
<input type="checkbox"/> Landfill	<input type="checkbox"/> Tannery	<input type="checkbox"/> Electroplating	<input type="checkbox"/> Unknown

Other: Billiards, Car wash, detailing, oil change/quick lube services.

SECTION V: Requestor Information			
NAME GC Fordham Road Development LLC			
ADDRESS 15 Center Drive			
CITY/TOWN Roslyn		ZIP CODE 11576	
PHONE 516-426-6656		EMAIL vjgogia@gmail.com	
1. Is the requestor authorized to conduct business in New York State (NYS)?		Y <input checked="" type="radio"/>	N <input type="radio"/>
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the <a href="#">NYS Department of State's Corporation &amp; Business Entity Database</a> . A print-out of entity information from the database must be submitted with this application to document that that requestor is authorized to conduct business in NYS. Is this attached?		<input checked="" type="radio"/>	<input type="radio"/>
3. If the requestor is an LLC, the names of the members/owners need to be provided on a separate attachment. Is this attached?		<input checked="" type="radio"/>	<input type="radio"/>
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of <a href="#">DER-10: Technical Guidance for Site Investigation and Remediation</a> and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? <b>Documents that are not properly certified will not be approved under the BCP.</b>		<input checked="" type="radio"/>	<input type="radio"/>

SECTION VI: Requestor Eligibility		
If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.		
	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	<input type="radio"/>	<input checked="" type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?	<input type="radio"/>	<input checked="" type="radio"/>

**SECTION VI: Requestor Eligibility (CONTINUED)**

	Y	N
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting or contaminants; or (ii) that involved a violent felony, fraud, bribery, perjury, theft or offense against public administration (as that term is used in Article 195 of the Penal Law) under Federal law or the laws of any state?	<input type="radio"/>	<input checked="" type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	<input type="radio"/>	<input checked="" type="radio"/>
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input checked="" type="radio"/>
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input checked="" type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>
12. THE REQUESTOR MUST CERTIFY THAT HE/SHE IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:		
<p><b>PARTICIPANT</b></p> <p>A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.</p>	<input type="checkbox"/>	<p><b>VOLUNTEER</b></p> <p>A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.</p> <p>NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.</p> <p><b>If a requestor whose liability arises solely as a result of ownership, operation of, or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.</b></p>
<p>13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?</p> <p>Yes <input checked="" type="radio"/>                      No <input type="radio"/>                      N/A <input type="radio"/></p>		

**SECTION VI: Requestor Eligibility (CONTINUED)**

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

 Previous Owner   
 Current Owner   
 Potential/Future Purchaser   
 Other: Lease

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an environmental easement on the site.

Is this proof attached?

 Yes No**Note:** A purchase contract or lease agreement does not suffice as proof of site access.**SECTION VII: Requestor Contact Information****REQUESTOR'S REPRESENTATIVE**

Vijay Gogia

**ADDRESS**

15 Center Drive

**CITY**

Roslyn

**ZIP CODE**

11576

**PHONE**

516-426-6656

**EMAIL**

vjgogia@gmail.com

**REQUESTOR'S CONSULTANT (CONTACT NAME)**

Derek Ersbak

**COMPANY**

P.W. Grosser Consulting, Inc.

**ADDRESS**

630 Johnson Avenue, Suite 7

**CITY**

Bohemia

**ZIP CODE**

11716

**PHONE**

516-852-6750

**EMAIL**

dereke@pwgrosser.com

**REQUESTOR'S ATTORNEY (CONTACT NAME)**

George Duke

**COMPANY**

Connell Foley LLP

**ADDRESS**

875 Third Avenue, 21st Floor

**CITY**

New York

**ZIP CODE**

10022

**PHONE**

201-736-0948

**EMAIL**

gduke@connellfoley.com

<b>SECTION VIII: Program Fee</b>		
Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of \$50,000. Requestors may apply for a fee waiver based on demonstration of financial hardship.		
	<b>Y</b>	<b>N</b>
1. Is the requestor applying for a fee waiver based on demonstration of financial hardship?	<input type="radio"/>	<input checked="" type="radio"/>
2. If yes, appropriate documentation to demonstrate financial hardship must be provided with the application. See application instructions for additional information.	<input type="radio"/>	<input type="radio"/>
Is the appropriate documentation included with this application?		

<b>SECTION IX: Current Property Owner and Operator Information</b>		
<b>CURRENT OWNER</b> A.M.E.T.Z. Corp.		
<b>CONTACT NAME</b> Alex Weisberg		
<b>ADDRESS</b> 53 Rutledge Road		
<b>CITY</b> Scarsdale	<b>ZIP CODE</b> 10583	
<b>PHONE</b> 914-450-9647	<b>EMAIL</b> alex.weisberg@gmail.com	
<b>OWNERSHIP START DATE</b> April 27, 2018		
<b>CURRENT OPERATOR</b> GC Fordham Road Development LLC		
<b>CONTACT NAME</b> Vijay Gogia		
<b>ADDRESS</b> 15 Center Drive		
<b>CITY</b> Roslyn	<b>ZIP CODE</b> 11576	
<b>PHONE</b> 516-426-6656	<b>EMAIL</b> dereke@pwgrosser.com	
<b>OPERATION START DATE</b> April 27, 2022		

<b>SECTION X: Property Eligibility Information</b>		
	<b>Y</b>	<b>N</b>
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information.	<input type="radio"/>	<input checked="" type="radio"/>
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____	<input type="radio"/>	<input checked="" type="radio"/>



**SECTION X: Property Eligibility Information (continued)**

	Y	N
<p>3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility?                      If yes, please provide:                      Permit Type: _____ EPA ID Number: _____                       Date Permit Issued: _____ Permit Expiration Date: _____</p>	<input type="radio"/>	<input checked="" type="radio"/>
<p>4. If the answer to question 2 or 3 above is YES, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents.</p> <p style="text-align: right;">N/A <input checked="" type="radio"/></p>	<input type="radio"/>	<input type="radio"/>
<p>5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10?                      If yes, please provide the order number: _____</p>	<input type="radio"/>	<input checked="" type="radio"/>
<p>6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum?                      If yes, please provide additional information.</p>	<input type="radio"/>	<input checked="" type="radio"/>

**SECTION XI: Site Contact List**

To be considered complete, the application must include the Brownfield Site Contact List in accordance with *DER-23: Citizen Participation Handbook for Remedial Programs*. Please attach, at a minimum, the names and mailing addresses of the following:

- The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
- Residents, owners, and occupants of the property and adjacent properties.
- Local news media from which the community typically obtains information.
- The public water supplier which services the area in which the property is located.
- Any person who has requested to be placed on the contact list.
- The administrator of any school or day care facility located on or near the property.
- The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.

**SECTION XII: Statement of Certification and Signatures**

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC’s approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(By a requestor other than an individual)

I hereby affirm that I am authorized signatory (title) of GC Fordham Road Development LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC’s approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: 1/13/2023 Signature: Vijay Gogia  Digitally signed by Vijay Gogia  
Date: 2023.01.13 05:52:27 +07'00'

Print Name: Vijay Gogia

**SUBMITTAL INFORMATION**

- Two (2) copies, one unbound paper copy of the application form with original signatures and table of contents, and one complete electronic copy in final, non-fillable Portable Document Format (PDF), must be sent to:

Chief, Site Control Section  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway, 11<sup>th</sup> Floor  
Albany, NY 12233-7020

PLEASE DO NOT SUBMIT PAPER COPIES OF SUPPORTING DOCUMENTS. Please provide a hard copy of ONLY the application form and a table of contents.

**FOR DEC USE ONLY**

BCP SITE T&A CODE: \_\_\_\_\_ LEAD OFFICE: \_\_\_\_\_

**FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.

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Please respond to the questions below and provide additional information and/or documentation as required.	Y	N
1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?	<input checked="" type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input checked="" type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)?	<input checked="" type="radio"/>	<input type="radio"/>
4. Is the property upside down or underutilized as defined below?		
Upside down	<input type="radio"/>	<input checked="" type="radio"/>
Underutilized	<input type="radio"/>	<input checked="" type="radio"/>

**From ECL 27-1405(31):**

“Upside down” shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.

**From 6 NYCRR 375-3.2(I) as of August 12, 2016** (Please note: Eligibility determination for the underutilized category can only be made at the time of application):

375-3.2:

- (I) “Underutilized” means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and
  - (1) the proposed use is at least 75 percent for industrial uses; or
  - (2) at which:
    - (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;
    - (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and
    - (iii) one or more of the following conditions exists, as certified by the applicant:
      - (a) property tax payments have been in arrears for at least five years immediately prior to the application;
      - (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or
      - (c) there are no structures.

“Substantial government assistance” shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.

**FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)**

5. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review).

**Check appropriate box below:**

- Project is an Affordable Housing Project – regulatory agreement attached
- Project is planned as Affordable Housing, but agreement is not yet available\*  
\*Selecting this option will result in a “pending” status. The regulatory agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.
- This is not an Affordable Housing Project

**From 6 NYCRR 375-3.2(a) as of August 12, 2016:**

- (a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.
- (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ household’s annual gross income.
- (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.
- (3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

**FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)**

6. Is the site a planned renewable energy facility site as defined below?

- Yes – planned renewable energy facility site
- No – not a planned renewable energy facility site

If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

**From ECL 27-1405(33) as of April 9, 2022:**

"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

**From Public Service Law Article 4 Section 66-p as of April 23, 2021:**

(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

- Yes
- No

**From ECL 75-0111 as of April 9, 2022:**

(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

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BCP APPLICATION SUMMARY (FOR DEC USE ONLY)			
SITE NAME 608-610 East Fordham Road Site		SITE ADDRESS 608-610 East Fordham Road	
CITY Bronx	COUNTY Bronx	ZIP 10458	
REQUESTOR NAME GC Fordham Road Development LLC		REQUESTOR ADDRESS 15 Center Drive	
CITY Roslyn	ZIP 11576	EMAIL vjgogia@gmail.com	

PROPERTY ADDRESS	SECTION	BLOCK	LOT
608-610 East Fordham Road, Bronx, NY 10458		3078	16

REQUESTOR'S REPRESENTATIVE			
NAME Vijay Gogia		ADDRESS 15 Center Drive	
CITY Roslyn	ZIP 11576	EMAIL vjgogia@gmail.com	
REQUESTOR'S ATTORNEY			
NAME George Duke		ADDRESS 875 Third Avenue, 21st Floor	
CITY New York	ZIP 10022	EMAIL gduke@connellfoley.com	
REQUESTOR'S CONSULTANT			
NAME Derek Ersbak		ADDRESS 630 Johnson Avenue, Suite 7	
CITY Bohemia	ZIP 11716	EMAIL dereke@pwgrosser.com	

REQUESTOR'S REQUESTED STATUS	PARTICIPANT <input type="checkbox"/>	VOLUNTEER <input checked="" type="checkbox"/>
DEC DETERMINATION	AGREE	DISAGREE

APPLIED FOR FEE WAIVER	YES <input type="radio"/>	NO <input checked="" type="radio"/>
ELIGIBLE FOR FEE WAIVER	YES	NO

PERCENTAGE WITHIN AN EN-ZONE	0% <input type="radio"/>	<50% <input type="radio"/>	50-99% <input type="radio"/>	100% <input checked="" type="radio"/>
DEC DETERMINATION	AGREE		DISAGREE	

**BCP APPLICATION SUMMARY (FOR DEC USE ONLY) (CONTINUED)**

**FOR SITES IN NEW YORK CITY ONLY**

<b>IS THE REQUESTOR SEEKING TANGIBLE PROPERTY CREDITS?</b>	YES	<input checked="" type="radio"/>	NO	<input type="radio"/>
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<b>UPSIDE DOWN</b>	YES	<input type="radio"/>	NO	<input type="radio"/>
<b>DEC DETERMINATION</b>	AGREE		DISAGREE	

<b>UNDERUTILIZED</b>	YES	<input type="radio"/>	NO	<input type="radio"/>
<b>DEC DETERMINATION</b>	AGREE		DISAGREE	

<b>AFFORDABLE HOUSING STATUS</b>	PLANNED	<input type="radio"/>	YES	<input type="radio"/>	NO	<input type="radio"/>
<b>DEC DETERMINATION</b>			AGREE		DISAGREE	

<b>DISADVANTAGED COMMUNITY AND CONFORMING BOA</b>	YES	<input type="radio"/>	NO	<input checked="" type="radio"/>
<b>DEC DETERMINATION</b>	AGREE		DISAGREE	

<b>RENEWABLE ENERGY FACILITY SITE</b>	YES	<input type="radio"/>	NO	<input type="radio"/>
<b>DEC DETERMINATION</b>	AGREE		DISAGREE	

**NOTES:**



608-610 EAST FORDHAM ROAD  
BRONX, NEW YORK 10458  
BLOCK 3078, LOT 16

## BROWNFIELD CLEANUP PROGRAM APPLICATION SUPPLEMENTAL INFORMATION

**SUBMITTED TO:**



New York State Department of Environmental Conservation  
Site Control Section  
Division of Environmental Remediation  
625 Broadway, 11th Floor  
Albany, New York 12233-7020

**PREPARED FOR:**

GC Fordham Road Development LLC  
15 Center Drive  
Roslyn, New York 11576

**PREPARED BY:**



P.W. Grosser Consulting, Engineer & Hydrogeologist, P.C.  
630 Johnson Avenue, Suite 7  
Bohemia, New York 11716  
Phone: 631-589-6353  
Fax: 631-589-8705

Derek Ersbak, PG, Vice President

[dereke@pwgrosser.com](mailto:dereke@pwgrosser.com)

PWGC Project Number: BLU2201

JANUARY 2023



**BROWNFIELD CLEANUP PROGRAM APPLICATION  
 SUPPLEMENTAL INFORMATION  
 608-610 EAST FORDHAM ROAD  
 BLOCK 3078, LOT 16**

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**SECTION I: REQUESTOR INFORMATION**

This Brownfield Cleanup Program (BCP) application is being submitted by GC Fordham Road Development LLC (the "Requestor"). Rakesh Kumar and Vijay Gogia are the only members of GC Fordham Road Development LLC. The business and affairs of the company are managed by Vijay Gogia, as set forth in the Operating Agreement. In addition, Vijay Gogia is authorized to submit this BCP application and related documents on behalf of the Requestor, as shown on the attached Member Consent.

A printout of the entity information for GC Fordham Road Development LLC from the NYS Department of State's Corporation & Business Entity Database, Operating Agreement, and Member Consent are included in **Appendix A**.

All documents will be certified in accordance with Section 1.5 of DER-10.



## SECTION II: PROJECT DESCRIPTION

The project is seeking to enter the New York State Department of Environmental Conservation (NYSDEC) BCP at the investigation stage for the property located at 608-610 East Fordham Road in Bronx, New York (Site). Although some initial investigation has been completed, a Remedial Investigation (RI) will be completed to further delineate subsurface impact at the property. The RI is anticipated to include, but not be limited to, soil and groundwater sampling to further delineate subsurface contamination, and soil vapor sampling to evaluate potential soil vapor intrusion related to future development.

The proposed plan for the project is to investigate and remediate the Site as part of redevelopment.

The current conceptual redevelopment plans are anticipated to consist of demolition of the existing structure and construction of an eight-story residential building with a full cellar. The new construction would include a cellar level that encompasses the entire lot. Excavation for foundation elements would be anticipated to sixteen feet below sidewalk grade. The cellar level would include mechanical equipment, storage, and amenity space. The first floor would be utilized for off-street parking and the residential lobby. Floors two through eight would contain 59 residential units.

It is anticipated that the Site will be accepted into the BCP in February 2023, the remedial investigation would start within two to three months (May 2023) of acceptance of the project into the BCP, and planning and implementation of remediation for the site would start within 6 to 12 months following acceptance of the final Remedial Investigation Report (RIR). It is anticipated that a Certificate of Completion (COC) could be granted upon completion of the remedial program. The estimated completion is December 2024.

A Site Location Map is included as **Figure 1**. A Site Plan is included as **Figure 2**.



### SECTION III: LAND USE FACTORS

#### Current Business Operations or Uses

The Site is being utilized as follows:

- 608 East Fordham Road – The two-story portion of the building is currently vacant. It was formerly utilized as a bar/lounge and billiard hall. The former tenant (Essentials 608) was last listed in the City Directory in 2017.
- 610 East Fordham Road – The one-story portion of the building is currently vacant. It had last been occupied since at least 1999 till the end of 2022 by Fordham Car Spa which provided car washing, detailing and oil change/quick lube services. Prior to this, dating back to at least 1945, historical records indicate that this portion of the site was occupied by Firestone Tire & Rubber and utilized as an automotive fueling and repair station. These operations included the storage and use of hazardous chemicals and/or petroleum products at the site.

#### Proposed Post-Remediation Use

The proposed post-remedial use is anticipated to be restricted-residential. The current conceptual redevelopment plans are anticipated to consist of demolition of the existing structure and construction of an eight-story residential building with a full cellar. This is in line with current and/or recent development patterns in the neighborhood.

#### Zoning Laws/Maps

The Site is currently vacant and is zoned C4-5D and is surrounded by similarly zoned properties. The proposed post-remediation use is consistent with applicable zoning laws/maps as well as applicable land use plans.



#### SECTION IV: PROPERTY'S ENVIRONMENTAL HISTORY

The site's environmental history, summarized below, is based upon the following reports that have been prepared for the site:

- Phase I ESA – PWGC prepared January 2022
- 421-A Foundation Element Construction
  - Soil/Materials Management Plan for 421-A Limited Foundation Element Construction – PWGC prepared May 2022
  - Daily Status Report – PWGC prepared June 4, 2022
  - York Analytical Report – 22F0293
- Phase II ESA – PWGC prepared August 2022

##### Phase I ESA (January 2022)

PWGC prepared a Phase I ESA for the subject property. Work was conducted in accordance with the American Society for Testing and Materials (ASTM) Standard E 1527-13 (Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process), 40 Code of Federal Regulations (CFR) Part 312 (Standards and Practices for All Appropriate Inquiry; Final Rule). A copy of this report is included as **Appendix B**.

PWGC evaluated the findings associated with the subject property and identified two Recognized Environmental Conditions (RECs), no Historical RECs (HRECs), and no Controlled RECs (CRECs) with respect to the subject property. Conditions determined to be RECs included:

- The site appears to have been historically used for commercial purposes, including automotive services, and automotive supply storage, since at least 1945. Current operations at 610 East Fordham Road include the storage and use of hazardous substances and petroleum products at the site. Identified historical usages are likely to have used/stored hazardous substances and/or petroleum products at the site as well. The presence of floor drains at 608 and 610 East Fordham Road represents pathways for such substances to potentially have been released to the environment should they not be connected to the municipal sewer system. Heavy staining was observed in the basement near the floor drains at 608 East Fordham Road. A hydraulic lift was located near the floor drain at 610 East Fordham Road. Based on this information, the historical usage of the site including storage of hazardous substances, petroleum products and visible staining, in conjunction with the floor drains, represents a REC.
- The former gas station was located on the northeast portion of the property at 610 East Fordham Road. According to the Sanborn maps, the gas station operated between 1945 and 1977 with two 550-gallon gasoline USTs. The presence/absence of the former gasoline tanks at 610 East Fordham Road could not be confirmed during the Phase I inspection. Additionally, the subject property is listed as an E-designation site (E-304) for Hazmat, Air Quality, and Noise. Based on this information, the historical usage of the site as a gas station and E-Designation site, represents a REC.

Based on the identified RECs, PWGC recommended a Phase II ESA be performed at the site.

##### 421-A Foundation Element Construction (May/June 2022)

Interim construction, consisting of a single foundation element (footing), was conducted onsite as part of efforts to vest the development project in the 421-A Affordable Housing New York Program. Prior to construction, a Soil/Materials Management Plan (SMMP) for 421-A Limited Foundation Element Construction was prepared by PWGC and approved by the New York City Office of Environmental Remediation (NYCOER).



PWGC provided oversight and documentation of construction activities subject to the SMMP. A four-foot by four-foot section of the existing concrete slab was removed in the basement level. Once the slab was removed and prior to concrete work for the new footing, PWGC collected a soil sample from the center of the area. The sample was submitted to York Analytical Laboratories for analysis for NYSDEC's Part 375 lists of analytes and PFOS/PFOA. Analytical results did not exceed Unrestricted Use Soil Cleanup Objectives (UUSCOs) with the exception of Selenium and Trivalent Chromium. The detections were still below Restricted-Residential Use Soil Cleanup Objectives (RRUSCOs). The SMMP, daily field report, and laboratory analytical report are included in **Appendix C**.

#### Phase II ESA (August 2022)

PWGC prepared a Phase II ESA for the site in July of 2022. Work was conducted in accordance with the ASTM Standard E 1903-19 (Standard Practices for Environmental Site Assessment: Phase II Environmental Site Assessment Process) and in substantial conformance with NYSDEC DER-10, Technical Guidance for Site Investigation and Remediation, May 2010. Findings of the Phase II ESA are summarized below:

The Phase II ESA consisted of a geophysical survey throughout accessible portions of the site, installation of 7 soil borings throughout the property, collection of 7 soil samples, installation of one soil vapor probe throughout the property, and collection of one soil vapor sample, one indoor air sample, and one ambient air sample.

Subsurface anomalies were not identified during the geophysical survey. However, reinforced concrete limited the effectiveness of the geophysical survey and anomalies beyond the limitations of the equipment may exist.

Soil samples collected from the site were analyzed for VOCs, SVOCs, and metals. Sample results were compared to NYSDEC UUSCOs and RRUSCOs. Phase II ESA soil sample results showed SVOC and metals impact throughout the site at concentrations exceeding RRUSCOs. Impact exceeding RRUSCOs was detected in both shallow and deep soil at the site. There was a significantly elevated concentration of lead (18,900 milligrams per kilogram (mg/kg)) in SB002 at a depth of 0 to 2 feet bgs. SVOC and/or metals detected above UUSCOs are summarized on **Figure 6**.

The soil vapor, indoor air, and ambient air samples collected from the site was analyzed for VOCs. Several VOCs were detected above laboratory method detection limits. Both petroleum constituents and chlorinated solvents among others were detected above their laboratory method detection limits. Only VOCs detected above laboratory method detection limits are summarized on **Figure 7**.

An electronic copy of the Phase II ESA is included in **Appendix C**.





## SECTION IV: PROPERTY INFORMATION

### *Proposed Site Name*

The Site name for this project will be: 608-610 East Fordham Road Site.

### *Site Address and Tax Map IDs*

The site is located at 608-610 East Fordham Road in Bronx, New York. The site is located within New York City, the Borough of Bronx, and Bronx County. The site consisted of a single tax lot, Block 3078, Lot 16.

A Digital Tax Map of the site and surrounding properties is included as **Figure 3**.

### *Site Size*

The site measures 11,812-square feet over one tax lot.

### *Property Description and Environmental Assessment*

#### Location

The Site is located in an urban, mixed use (commercial/residential) area in Bronx, New York. The property is bounded by East Fordham Road to the north, Hughes Avenue to the east, a residential building to the south, and a commercial building to the west.

#### Site Features

The Site improvements are as follows:

- 608 East Fordham Road - Vacant two-story portion of the building formerly utilized as a bar/lounge and billiard. The roof has a small concrete maintenance and storage building near the southeast corner and a heating, ventilation, and air conditioning (HVAC) system towards the center of the roof. The first floor was previously utilized as a bar/lounge with a kitchen and bathrooms located near the southwest corner of the building. Additional bathrooms are located towards the eastern perimeter on the first floor. All appliances have been removed from the kitchen area. A disc jockey booth is located in the stairwell leading up the second floor. The second floor was previously utilized as a billiard room with bathrooms located towards the south of the building. The building has a full basement (approximately 20 feet below sidewalk grade) with a storage and electric utility room. An elevator is located near the southeast corner of the building which serviced the basement, first floor, and second floor.
- 610 East Fordham Road – Vacant one-story portion of the building formerly occupied by Fordham Car Spa which provides car washing, detailing and oil change/quick lube services. Two bay doors are located on the north side of the building. The car wash services were located inside on the eastern portion of the building with trenches that drain to New York City sanitary sewer. One hydraulic lift (hydraulic fluid reservoir above ground) is located near the southwest portion of the building. An enclosed office is centrally located within the building. Stairs towards the eastern perimeter lead up to a small maintenance area over the car wash that contains the plumbing, car wash and detailing supplies, and compressor. A sprinkler supply system is located on the eastern perimeter of the building.

#### Current Zoning and Land Use

The Site is currently vacant and is zoned C4-5D and is surrounded by similarly zoned properties. The surrounding area consists of a mix of commercial and residential properties. Sensitive receptors such as schools, hospitals, and day care facilities were identified within a 500-foot radius.

- 625 East Fordham Road – Medalliance Medical Health Services
- 2522 Hughes Avenue – Avicenna ASC, Inc.



- 2502 Lorillard Place – Thomas C. Giordano Middle School 45

A Zoning and Land Use Map is included as **Figure 4**.

#### Past Use of the Site

Based on review of historical sources, the subject property was first developed between 1896 and 1901. The property was used for residential purposes from approximately 1901 – 1914, residential and commercial purposes from approximately 1914 – 1927, and commercial purposes from 1927 to current. An automotive fueling and service station operated at the property between 1945 and 1977.

#### Site Geology and Hydrogeology

The stratigraphy of the Site, from the surface down, consists primarily of historical urban fill from grade ranging down to 3.5 to 8 feet below grade. The historical urban fill, including broken concrete and bricks, was underlain by weathered bedrock. Groundwater was not encountered above the bedrock.

#### Environmental Assessment

Based on recent investigations performed at the site, the primary contaminants of concern for the site are SVOCs, and metals. A Site Plan showing sample locations at the site is included as **Figure 5**.

Soil – SVOCs and metals exceeding RRUSCOs were present throughout the site. SVOCs were primarily PAHs and metals were barium, cadmium, lead, and mercury. The detections of SVOCs and Metals above their RRUSCOs are likely attributed to historic usage of the subject property. Soil sample locations and results are included on **Figure 6**.

Soil Vapor – One soil vapor sample, one indoor air sample, and one ambient air sample were collected. Several VOCs were detected above laboratory method detection limits.

- There were some minor detections of BTEX compounds (Benzene, Ethylbenzene, Toluene, and Xylene) in the sub-slab ( $58.8 \mu\text{g}/\text{m}^3$ ) and/or indoor air ( $41.74 \mu\text{g}/\text{m}^3$ ) concentrations. These compounds are also found in the outdoor air ( $4.849 \mu\text{g}/\text{m}^3$ ) sample but at much lower concentrations.
- Chlorinated solvents (1,1-dichloroethene, cis-1,2-dichloroethene, vinyl chloride, tetrachloroethene, trichloroethene, 1,1,1-trichloroethane, and carbon tetrachloride) were not detected in the soil vapor sample with the exception of tetrachloroethene at a concentration of  $65.7 \mu\text{g}/\text{m}^3$ . Tetrachloroethene was also found in the indoor ( $1.36 \mu\text{g}/\text{m}^3$ ) and outdoor air ( $1.11 \mu\text{g}/\text{m}^3$ ) samples but at much lower concentrations. Using NYSDOH's Decision Matrix B, the comparison of the soil vapor to the indoor air sample falls into the No Further Action category of the matrix.

Soil vapor results are included on **Figure 7**.

Groundwater – During the investigation, groundwater was not encountered above bedrock. As such, groundwater monitoring wells were not installed at this time.

Analytical data is summarized in **Table 1**.



**SECTION VI: CURRENT PROPERTY OWNER/OPERATOR INFORMATION**

Current Owner's Name:

- A.M.E.T.Z. Corp.

Current Operator:

- 608-610 East Fordham Road is currently vacant. GC Fordham Road Development LLC currently operates the site.

Previous Property Owners:

Based on recorded deeds in the New York City Automated City Register Information System (ACRIS) database, the following parties had title to the property:

608-610 East Fordham Road (Block 3078, Lot 16)						
Deed Date(s)	Deed Releaser	Relationship to Requestor	Deed Holder	Relationship to Requestor	Operator(s)	Relationship to Requestor
Apr 27, 2018	ART IV B Trust U/A Teddy Zarembski DTD	None	A.M.E.T.Z. Corp	Property Owner	608 E. Fordham LLC	Sub Leaser
					GC Fordham Road Development LLC	Requestor
					Fordham Auto Spa	Tenant
Dec 27, 2017	Teddy Zarembski Revocable Truct DTD	None	ART IV B Trust U/A Teddy Zarembski DTD	None	Essentials 608	Tenant
					Foul Shot Inc.	Tenant
					Fordham Auto Spa	Tenant
Jul 28, 1993	Teddy Zarembsky	None	Teddy Zarembski Revocable Trust DTD	None	Unknown	Unknown
Jun 1, 1986	Rima Salwen	None	Teddy Zarembsky	None	Unknown	Unknown
Aug 9, 1983	Rima Salwen & Barry Salwen	None	Rima Salwen and Leonard Salwen	None	Firestone Tire & Rubber Co.	Tenant
No info located before 1983						

The following information regarding prior owners/operators is known:

- Based upon information in a lease agreement dated July 17, 1972, The Firestone Tire & Rubber Company began leasing the property on January 23, 1946, from Leonard Salwen and N. Steven Salwen. The July 17, 1972, lease agreement indicates a fifteen-year extension, with two five-year renewal options, unless sooner terminated.



- N Steven Salwen passed away on January 28<sup>th</sup>, 1982. Rima Salwen and Barry Salwen were named as executor of N Steven Salwen.
- Rima Salwen and Leonard Salwen took over the deed to the property on August 9, 1983.
- Based upon information in a satisfaction of mortgage documented dated, April 12, 1983, Stevelen Realty Co., Inc. obtained a mortgage for the property in the principal sum of \$45,000.00. It indicates that a second mortgage was taken out on December 12, 1963, by Leonard Salwen and N. Steven Salwen in the principal sum of \$35,433.84.
- On June 1, 1986, the property was sold to Teddy Zarembski.
- On July 28<sup>th</sup>, 1993, the property was transferred to the Teddy Zarembski Revocable Trust.
- Based upon review of an easement agreement (February 13, 1996), Fouls Bot, Inc. was utilizing the property as a bar or restaurant.
- Based upon review of an easement agreement (August 19, 2008), the property was still being utilized as a bar/restaurant.
- On December 27, 2017, the property was transferred to Article IV B Trust U/A Teddy Zarembski REV Trust.
- On April 27, 2018, the property was sold to A.M.E.T.Z. Corp.
- On October 20, 2021, A.M.E.T.Z. Corp leased the property to 608 E. Fordham LLC. The lease term was 99 years.
- On April 27, 2022, 608 E. Fordham LLC subleased the property to GC Fordham Road Development LLC. The most recent tenants of the property included:
  - Fordham Auto Spa – 347-862-2801

The applicant performed an inquiry search into previous owners and tenants. This information, including known contact details, is summarized in **Table 2**, to the best of their ability. Deed information is included in **Appendix E**.

On August 31, 2020, A.M.E.T.Z. Corp., as landlord, and 608 E Fordham LLC, as tenant, entered in a ninety-nine (99) year ground lease (the “Ground Lease”). Per an Assignment Agreement dated April 27, 2022, 608 E Fordham LLC assigned all of its rights and interests in the property granted under the Ground Lease to GC Fordham Road Development LLC (“Requestor”). As outlined below, the Ground Lease grants sufficient legal property rights, obligations, access and ownership of any improvements to the Requestor.

Provisions in the Ground Lease provide proof of access to complete all activities that would be required under the New York State Brownfield Cleanup Program, including the ability for Requestor to place an easement on the property. Generally, a ground lease creates a leasehold estate with many characteristics of a fee ownership in the underlying land. Here, the Ground lease is for ninety-nine years. Through the Ground Lease, the Requestor is able to obtain the possession and use of the land (and all rights and obligations of property ownership) as well as the ownership of the improvements it constructs thereon.

Pursuant to Article 9 and Section 9.01 of the Ground Lease, the tenant is obligated to comply with all legal requirements, including any easements affecting the premises. Specifically, Section 9.01 provides that tenant is obligated to comply with:

- (a) every statute, law, ordinance, code, regulation, order, permit, approval, license, judgment, restriction or rule of any Federal, State, municipal or other public or quasipublic body, agency, court, department, bureau, officer or authority having jurisdiction over the Premises or Tenant, whether present or future, foreseen or unforeseen, ordinary or extraordinary, whether or not



the same are presently within the contemplation of Landlord and Tenant, whether or not the same involve any change of governmental policy, and whether or not the same require structural or extraordinary repairs, alterations or additions, which may be applicable to (i) the Premises; (ii) the use or occupation of the Premises, including any demolition, construction, alteration, structural change or addition of, in or to any Improvement; (iii) the removal of any encroachment, but only if required by order of any court, department or bureau having jurisdiction; (iv) any vault, sidewalk or other space in, under or over any street adjoining the Premises; or (v) **any easements, covenants and restrictions affecting the Premises which are Permitted Exceptions.**

Pursuant to Article 10 and Section 10.03 of the Ground Lease, the tenant has to comply with all environmental laws, including all laws applicable to the tenant, the premises, and any activities on the premises. This provision *mandates* that the tenant be in compliance with applicable environmental law, including law involving easements. Specifically, Section 10.03 states that:

Tenant shall, at its sole cost and expense, during the Term, comply (and direct the subtenants of the Premises to comply) with all Environmental Laws including any and all Environmental Laws currently or hereafter applicable to Tenant, the Premises and any activities conducted at or from the Premises including, without limitation, those which place the obligation to comply with such Environmental Laws on Landlord, it being the parties' express intent that such obligation shall be borne by Tenant.

Pursuant to Article 34 and Section 34.01(a) of the Ground Lease, the tenant has the right to **commence any and/or all improvements on the premises.** Additionally, the tenant has the right to commence and complete construction of a building on the land. This provision serves as proof of access for the tenant to complete and place any remedial structures associated with possible remedial elements on the site as an improvement.

(a) Notwithstanding any provision to the contrary herein contained, Tenant shall have the right, at Tenant's sole cost and expense, at such time as Tenant may elect in Tenant's sole discretion, to (i) commence to demolish any and/or all Improvements now existing on and under the Premises and (ii) commence and thereafter complete the construction of a building (or the modification of the existing building) on the Land (each, the "New Building"); provided, however, that in no event shall any part of the New Building or any replacement thereof be used for the sale of gasoline and motor fuels. The plans and specifications for the New Building shall be prepared by a duly qualified architect licensed in the State of New York and a copy thereof, as approved by all applicable governmental authorities, shall be furnished to Landlord (for informational purposes only) prior to the commencement of any work at the Premises. The New Building shall be of fireproof construction according to the standards and ratings of the New York Board of Fire Underwriters, Insurance Services Office, Inc. or other similar organizations, and shall be constructed in a good and workmanlike manner. It is understood that Tenant's obligations under this Lease are not contingent upon Tenant's ability to obtain a variance or building permits for improvements which exceed those available as of right.

The Requestor will have access to the property at all times throughout the BCP project. A redacted version of the Ground Lease showing proof of site access sufficient to complete remediation is included in **Appendix F.**



#### **SECTION VII: REQUESTOR ELIGIBILITY INFORMATION**

Prior to taking its property interest in the Site pursuant to the Assignment Agreement, the Requestor retained PWGC to conduct a Phase I environmental site assessment of the Property. The Requestor conducted all appropriate inquiry and qualifies as a “volunteer” as defined in ECL 27-1405(1)(b), because it established that any disposal of hazardous substances occurred prior to the time the Requestor acquired its interest in the Site and it does not have any affiliation with any responsible party.

Since acquiring its property interest, the Requestor has exercised appropriate care over the Site. As discussed in Section IV, above, it coordinated with the NYCOER prior to conducting any activities on the Site and operated consistent with the SMMP while installing a foundational element pursuant to the 421a program. Lastly, the Requestor disclosed all of the results of these voluntary investigation activities to NYSDEC as part of its efforts to apply to the BCP to address the contamination identified at the Site. As such, the Requestors qualify as Volunteers as defined in ECL 27-1405(1)(b).



**SECTION VIII: PROPERTY ELIGIBILITY INFORMATION**

Not Applicable – all responses are no.



## SECTION IX: CONTACT LIST INFORMATION

### 1. *Government Officials*

New York City Mayor  
Eric Adams  
City Hall, New York, NY 10007  
<http://www1.nyc.gov/office-of-the-mayor/mayor-contact.page>

New York City Department of City Planning  
Dan Garodnick, Director  
120 Broadway, 31st Floor, New York, NY 10271  
<http://www1.nyc.gov/site/planning/about/email-the-director.page>

Bronx Borough President  
Vanessa Gibson  
Brooklyn Borough Hall  
209 Joralemon Street  
Brooklyn, NY 11201  
<https://www.brooklyn-usa.org/>

### 2. *Adjacent Properties*

#### North:

613 -617 East Fordham Road  
Owner Name: William Adler  
Owner Address: 73 Northwoods Lane, Boynton Beach, Florida 33436

619 East Fordham Road  
Owner Name: Fordham University  
Owner Address: 441 East Fordham Road, Bronx, New York 10458

#### South:

2511 Hughes Avenue  
Owner Name: Sevdija S. Fuloska  
Owner Address: 353 East 187<sup>th</sup> Street, Bronx, New York 10458

2502 Arthur Avenue  
Owner Name: Arthur Commons LLC  
Owner Address: 2527 Hughes Avenue, Bronx, New York 10458

#### East:

620 East Fordham Road  
Owner Name: Commerce Bank, N.A.  
Owner Address: 1701 Route 70 East, Cherry Hill, New Jersey 08034

2508 Hughes Avenue  
Owner Name: Francesco Cristiano  
Owner Address: 1504 Chicago Avenue, Bayshore, New York 11706





West:

602 East Fordham Road

Owner Name: Esther Zarembski

Owner Address: 53 Rutledge Road, Scarsdale, New York 10583

**3. Local News Media**

Bronx Times

Address: 3602 East Tremont Avenue, Suite 205, Bronx, NY 10465

<https://www.bxtimes.com>

**4. Public Water Supplier**

New York City Department of Environmental Protection

Address: 59-17 Junction Boulevard Flushing, New York

[http://www.nyc.gov/html/dep/html/drinking\\_water/index.shtml](http://www.nyc.gov/html/dep/html/drinking_water/index.shtml)

**5. Requested**

None to Date

**6. School or Day Care Facilities**

(Within approximately 0.25 miles of Site)

Schools:

Thomas C. Giordano Middle School 45

2502 Lorillard Place, Bronx, New York 10458

Doreen Kendall, 718-584-1660, [dkendall@schools.nyc.gov](mailto:dkendall@schools.nyc.gov)

**7. Document Repositories**

Bronx Library Center

310 East Kingsbridge Road, Bronx, New York 10458

718-579-4244, [bronxlibrarycenter@nypl.org](mailto:bronxlibrarycenter@nypl.org)

Bronx Community Board 6

1932 Arthur Avenue, Room 403-A, Bronx, New York 10457

Chairwoman Evonne Capers

718-579-6990, [bronxcb6@bronxcb6.org](mailto:bronxcb6@bronxcb6.org)

The repository acknowledgement is included in **Appendix G**.



**SECTION X: LAND USE FACTORS**

A portion of the site is currently utilized for car washing, detailing and oil change/quick lube services. The remainder of the site is a vacant commercial building formerly utilized as a bar/lounge.

The property is zoned C4-5D and is surrounded by similarly zoned areas to the north, west and east and R6 properties to the south. Based upon the surrounding land use and current zoning, it is reasonable to assume that the future use of the property could include commercial, office space, residential, or a mixed-use development.

The proposed plan for the project is to investigate and remediate the site during construction.



### TANGIBLE PROPERTY CREDIT ADDENDUM

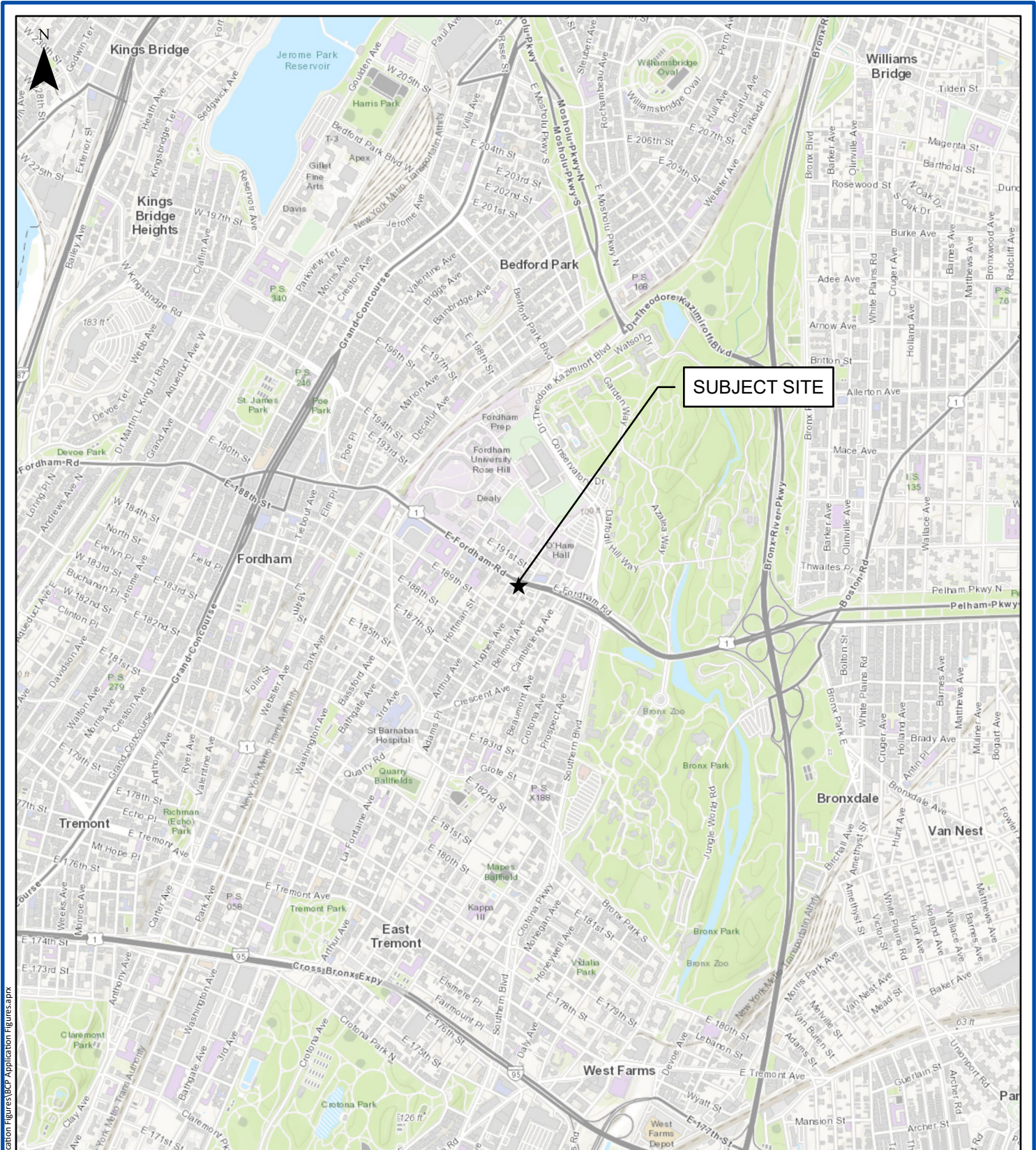
The property is located in Bronx County.

Requestor is seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.

1. Based on review of the most recent (2013) En-Zone boundaries available on the NYSDEC website, the property appears to be located within an EN-Zone.
2. The property does not appear to meet the definition of “Upside Down” in ECL 27-1405(31). The property does not appear to meet the definition of “Underutilized” in 6 NYCRR 375-3.2(l).
3. The proposed development at the site is planned to have a component of affordable housing. Regulatory agreements have not yet been completed but will be forwarded to NYSDEC when finalized.

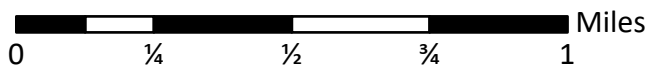


## FIGURES



## SITE LOCATION

610 E Fordham Rd  
Bronx, NY



Project:	BLU2201
Date:	10/27/2022
Designed by:	DE
Drawn by:	FT
Approved by:	DE
Figure No:	1

Document Path: W:\Projects\A-01\BLU2201\BCP\_Application Figures\BCP\_Application Figures.aprx

**P.W. GROSSER CONSULTING ENGINEER & HYDROLOGIST, P.C.**

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Bohemia, NY 11716  
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pwgc.info@pwgros.com



E Fordham Road

Hughes Avenue



**PWGC**  
CLIENT DRIVEN SOLUTIONS

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REVISION	DATE	INITIAL	COMMENTS

DRAWING INFORMATION:

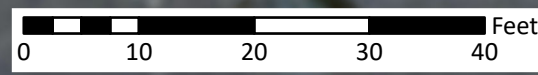
Project:	BLU2201	Designed by:	DE
Date:	10/31/2022	Drawn by:	FT
Scale:	AS SHOWN	Approved by:	DE

**SITE PLAN**

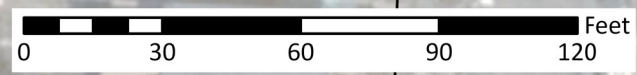
610 E Fordham Rd  
Bronx, NY

FIGURE NO:

2



Tax Lot
  Site Boundary



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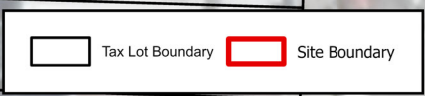
DRAWING INFORMATION:

Project:	BLU2201	Designed by:	DE
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### TAX MAP

**610 E Fordham Rd**  
 Bronx, NY

FIGURE NO:  
 3





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**ZONING AND LAND USE**

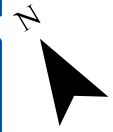
610 E Fordham Rd  
 Bronx, NY

**Legend**

- Zoning District Boundary (black line)
- Site Boundary (red line)
- Land Use**
  - C4-5D (blue)
  - R6 (purple)
  - R6B (orange)

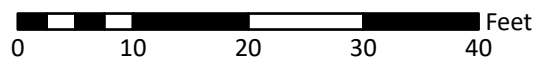
FIGURE NO:  
 4





E Fordham Road

Hughes Avenue



Tax Lot Boundary	Soil Boring
Site Boundary	Ambient Air
	Sub-Slab/Indoor Air



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Scale:	AS SHOWN	Approved by:	DE

**SAMPLE LOCATIONS**

610 E Fordham Rd  
Bronx, NY

FIGURE NO:  
5



E Fordham Road

Hughes Avenue

Analyte:	SB001
	5-7'
	7/24/2022
Method: 8270 D- SVOCs (GC/MS) - (mg/kg)	
Benzo(a)anthracene	2.54
Benzo(a)pyrene	2.42
Benzo(b)fluoranthene	2.29
Dibenzo(a,h)anthracene	0.546
Indeno(1,2,3-cd)Pyrene	1.75

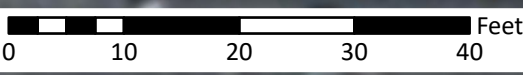
Analyte:	SB002
	0-2'
	7/24/2022
Method: 6010C- Metals (ICP) - (mg/kg)	
Barium, Total	1,120
Cadmium, Total	5.48
Lead, Total	18,900
Method: 7471B- Mercury (CVAA) - (mg/kg)	
Mercury, Total	1.21

Analyte:	SB003
	0-2'
	7/24/2022
Method: 8270 D- SVOCs (GC/MS) - (mg/kg)	
Benzo(a)anthracene	6.64
Benzo(a)pyrene	6.08
Benzo(b)fluoranthene	5.91
Benzo(k)fluoranthene	5.27
Chrysene	8.6
Dibenzo(a,h)anthracene	1.21
Indeno(1,2,3-cd)Pyrene	4.08
Method: 6010C- Metals (ICP) - (mg/kg)	
Barium, Total	1,230

Analyte:	SB004
	0-2'
	7/24/2022
No exceedances of RRUSCOs	

Analyte:	GAS Number	NYSDEC <sup>(1)</sup> Soil Cleanup Objectives Restricted-Residential Use
Method: 8270 D- SVOCs (GC/MS) - (mg/kg)		
Benzo(a)anthracene	56-55-3	1'
Benzo(a)pyrene	50-32-8	1'
Benzo(b)fluoranthene	205-99-2	1'
Benzo(k)fluoranthene	207-08-9	3.9
Chrysene	218-01-9	3.9
Dibenzo(a,h)anthracene	53-70-3	0.33*
Indeno(1,2,3-cd)Pyrene	193-39-5	0.5'
Method: 6010C- Metals (ICP) - (mg/kg)		
Barium, Total	7440-39-3	400
Cadmium, Total	7440-43-9	4.3
Lead, Total	7439-92-1	400
Method: 7471B- Mercury (CVAA) - (mg/kg)		
Mercury, Total	7439-97-6	0.81'

Notes:  
 (1) NYSDEC 6 NYCRR Environmental Remediation Programs Part 375 Restricted Use of Soil Cleanup Objective Table 375-6.8b 12/06  
 e- For constituents where the calculated SCO was lower than the CRQL, the CRQL is used as the SCO value.  
 f- For constituents where the calculated SCO was lower than the rural soil background concentration, as determined by the department and department of health rural soil survey, the rural soil background concentration is used as the Track 2 SCO value for this use of the site.  
 j- This SCO is the lower of the values for mercury (elemental) or mercury (inorganic salts).  
 Highlighted text denotes concentrations exceeding the NYSDEC Restricted-Residential Use SCO



Analyte:	SB007
	6-8'
	7/24/2022
Method: 8270 D- SVOCs (GC/MS) - (mg/kg)	
Benzo(a)anthracene	4.2
Benzo(a)pyrene	4.38
Benzo(b)fluoranthene	3.61
Benzo(k)fluoranthene	3.96
Chrysene	5.21
Dibenzo(a,h)anthracene	0.827
Indeno(1,2,3-cd)Pyrene	2.9
Method: 6010C- Metals (ICP) - (mg/kg)	
Barium, Total	880
Lead, Total	653

Analyte:	SB006
	6-8'
	7/24/2022
Method: 8270 D- SVOCs (GC/MS) - (mg/kg)	
Indeno(1,2,3-cd)Pyrene	0.574

Analyte:	SB005
	0-2'
	7/24/2022
No exceedances of RRUSCOs	



Tax Lot Boundary     Soil Boring  
 Site Boundary     Ambient Air  
▼ Sub-Slab/Indoor Air



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**SITE PLAN-  
 SOIL SAMPLE RESULTS**

610 E Fordham Rd  
 Bronx, NY

FIGURE NO:  
 6



Analyte:	SS001
	7/24/2022
<b>Volatile Organic Compounds by TO-15 ug/m3</b>	
1,3,5-Trimethylbenzene	7.48
1,4-Dioxane	19
2-Butanone	33.5
4-Methyl-2-pentanone	6.24
Acetone	1,000
Benzene	6.19
Carbon disulfide	9.05
Chloroform	17.6
Cyclohexane	6.19
Isopropanol	23.1
n-Heptane	5.67
n-Hexane	23.9
o-Xylene	8.41
p/m-Xylene	19.2
P-Ethyltoluene	12.2
Propylene	7.62
Tetrachloroethene	65.7
Toluene	25

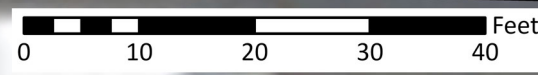
E Fordham Road



Analyte:	IA001
	7/24/2022
<b>Volatile Organic Compounds by TO-15 ug/m3</b>	
Freon 113 (1,1,2-Trichloro-1,2,2-trifluoroethane)	0.613
1,2,4-Trimethylbenzene	3.7
1,3,5-Trimethylbenzene	0.983
1,4-Dichlorobenzene	1.59
2-Butanone	5.45
2-Hexanone	0.852
4-Methyl-2-pentanone	9.21
Acetone	53
Benzene	9.38
Carbon disulfide	0.349
Carbon tetrachloride	0.302
Chloroform	1.02
Chloromethane	1.26
Cyclohexane	169
Dichlorodifluoromethane	2.33
Ethylbenzene	2.74
Isopropanol	34.7
n-Heptane	26
n-Hexane	685
o-Xylene	3.86
p/m-Xylene	9.76
P-Ethyltoluene	3.26
Propylene	30.9
Styrene	0.852
Tetrachloroethene	1.36
Toluene	16
Trichloroethene	0.344
Trichlorofluoromethane	1.57

Hughes Avenue

Analyte:	AA001
	7/24/2022
<b>Volatile Organic Compounds by TO-15 ug/m3</b>	
Freon 113 (1,1,2-Trichloro-1,2,2-trifluoroethane)	0.659
1,2,4-Trimethylbenzene	0.653
2-Butanone	1.04
4-Methyl-2-pentanone	0.384
Acetone	11.6
Benzene	0.899
Carbon tetrachloride	0.443
Chloromethane	1.5
Cyclohexane	0.269
Dichlorodifluoromethane	2.51
Ethylbenzene	0.475
Isopropanol	1.25
n-Heptane	0.481
n-Hexane	0.992
o-Xylene	0.509
p/m-Xylene	1.12
P-Ethyltoluene	0.615
Propylene	0.915
Tetrachloroethene	1.11
Toluene	1.74
Trichlorofluoromethane	1.41



Tax Lot Boundary	Soil Boring
Site Boundary	Ambient Air
	Sub-Slab/Indoor Air



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**SITE PLAN-  
 SOIL VAPOR  
 SAMPLE RESULTS**  
 610 E Fordham Rd  
 Bronx, NY

FIGURE NO:  
 7



East Fordham Road

Arthur Avenue

Hughes Avenue



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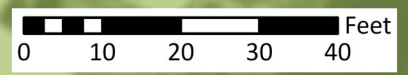
### EN-ZONE MAP

610 E Fordham Rd  
Bronx, NY

FIGURE NO:

8

Census Tract 389	
EnZone Type	A
FIPS	36005038900
County FIP	36005
County	Bronx County
UnempRate	15
NYS UR	11.5
Pov Rate	44.8
CountyPR	29.8
CountyRate	59.6
Criteria B	N
Type	YA



Source(s): 1. NYS En-Zone Boundaries (2013); Data provided by New York State Department of Environmental Conservation; <https://www.dec.ny.gov/chemical/102075.html>.

**En-Zone Type**

- A
- AB
- B
- Site Boundary



## TABLES

**Analytical Data Summary Table**  
**608-610 East Fordham Road, Bronx, NY**

<b>Soil Table - Exceedances of Restricted Residential Soil Cleanup Objectives (RRSCOs)</b>				
<b>Analytes &gt; RRSCOs</b>	<b>Detections &gt; RRSCOs</b>	<b>Maximum Detection (ppm)</b>	<b>RRSCO (ppm)</b>	<b>Depth (ft bgs)</b>
Benzo(a)anthracene	1	6.64	1	0-2'
	1	2.54		5-7'
	1	4.20		6-8'
Benzo(a)pyrene	1	6.08	1	0-2'
	1	2.42		5-7'
	1	4.38		6-8'
Benzo(b)fluoranthene	1	5.91	1	0-2'
	1	2.29		5-7'
	1	3.61		6-8'
Benzo(k)fluoranthene	1	5.27	3.9	0-2'
	1	3.96		6-8'
Chrysene	1	8.60	3.9	0-2'
	1	5.21		6-8'
Dibenzo(a,h)anthracene	1	1.21	0.33	0-2'
	1	0.546		5-7'
	1	0.827		6-8'
Indeno(1,2,3-cd)Pyrene	1	4.08	0.5	0-2'
	1	1.75		5-7'
	2	2.90		6-8'
Barium, Total	2	1,230	400	0-2'
	1	880		6-8'
Beryllium, Total	1	5.48	4.3	0-2'
Lead, Total	1	18,900	400	0-2'
	1	653		6-8'
Mercury, Total	1	1.21	0.81	0-2'

<b>Soil Gas Summary Table</b>			
<b>Analytes</b>	<b>Total Detections</b>	<b>Maximum Detection (<math>\mu\text{g}/\text{m}^3</math>)</b>	<b>Type</b>
1,3,5-Trimethylbenzene	1	7.48	Soil vapor
1,4-Dioxane	1	19	Soil vapor
2-Butanone	1	33.5	Soil vapor
4-Methyl-2-pentanone	1	6.24	Soil vapor
Acetone	1	1,000	Soil vapor
Benzene	1	6.19	Soil vapor
Carbon disulfide	1	9.05	Soil vapor
Chloroform	1	17.6	Soil vapor
Cyclohexane	1	6.19	Soil vapor
Isopropanol	1	23.1	Soil vapor
n-Heptane	1	5.67	Soil vapor
n-Hexane	1	23.9	Soil vapor
o-Xylene	1	8.41	Soil vapor
p/m-Xylene	1	19.2	Soil vapor
P-Ethyltoluene	1	12.2	Soil vapor
Propylene	1	7.62	Soil vapor
Tetrachloroethene	1	65.7	Soil vapor
Toluene	1	25	Soil vapor

Table 2  
Site Contact List

Date Range	Status	Owner/Operator	Company Name	Contact	Address	Phone	Email
Prior to 1946	Former	Owner	Individuals	Leonard Salwen	1138 East 22nd Street, Brooklyn, New York 11210	Unknown	Unknown
				Steven Salwen	2523 Avenue K, Brooklyn, New York 11210	Unknown	Unknown
1946 to at least 1983	Former	Operator	Firestone Tire & Rubber Company	H. L. Houst	403 Roslyn Avenue, Akron Ohio 44317	Unknown	Unknown
				A.J. McNair	1166 Greenvale Avenue, Akron Ohio 44317	Unknown	Unknown
1982-1986	Former	Owner	Individuals	Rima Salwen	2523 Avenue K, Brooklyn, New York 11210	Unknown	Unknown
				Leonard Salwen	2195 East 22nd Street, Brooklyn, New York 11229	Unknown	Unknown
1986-1993	Former	Owner	Individual	Alex Weisberg	53 Rutledge Road, Scarsdale, New York 10583	914-450-9647	<a href="mailto:alex.weisberg@gmail.com">alex.weisberg@gmail.com</a>
1993-Present	Active	Owner	A.M.E.T.Z. Corp	Alex Weisberg	53 Rutledge Road, Scarsdale, New York 10583	914-450-9647	<a href="mailto:alex.weisberg@gmail.com">alex.weisberg@gmail.com</a>
2021-Present	Active	Operator	608 East Fordham LLC	Ben Yunason	161-10A Union Turnpike, 2nd Floor, Flushing, New York 11361	917-309-3400	<a href="mailto:benyunason@gmail.com">benyunason@gmail.com</a>
2022-Present	Active	Operator	GC Fordham Road Development LLC	Vijay Gogia	15 Center Drive, Roslyn, New York 11576	516-426-6656	<a href="mailto:vjgogia@gmail.com">vjgogia@gmail.com</a>
2017-2022	Former	Operator	Dita Hand Car Wash Corp.	Biba Kajtazi	585 E 189th Street, Apt 3, Bronx, NY 10458	347-862-2801	Unknown



## APPENDIX A CORPORATION & BUSINESS ENTITY INFORMATION



**GC FORDHAM ROAD DEVELOPMENT LLC AUTHORIZATION  
TO COMPLETE REMEDIAL PROGRAM REQUIREMENTS UNDER  
NEW YORK STATE BROWNFIELD CLEANUP PROGRAM**

The undersigned, being all of the members of GC Fordham Road Development LLC, a New York limited liability company (the "Company") hereby certify as of December 1, 2022, as follows and adopt the following resolutions and authorize the Company to authorize and direct Vijay Gogia (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory to undertake actions necessary to redevelop 608-618 East Fordham Road, Bronx, NY 10458; Block 3078, Lot 16 (the "Property" or the "Site").

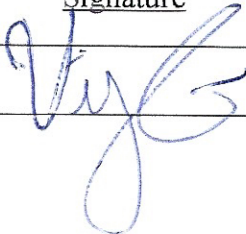
WHEREAS, in connection with the redevelopment of the Property, the Company has or will prepare and submit an application to participate in the New York State Brownfield Cleanup Program ("BCP") and, if accepted into the BCP, under a Brownfield Cleanup Agreement ("BCA"); file related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; undertake certain environmental remediation work related thereto and, if required, file and record an environmental easement, consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA and/or subsequent amendments, and make any filings required to comply with the BCA consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

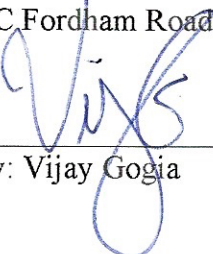
RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Vijay Gogia	

**IN WITNESS WHEREOF**, the undersigned have signed and sealed this Member Consent on December 12, 2022.

MEMBERS:

GC Fordham Road Development LLC



---

By: Vijay Gogia

**OPERATING AGREEMENT  
OF  
GC FORDHAM ROAD DEVELOPMENT LLC**

This Operating Agreement (this “Agreement”), of GC FORDHAM ROAD DEVELOPMENT LLC (the “Company”), is entered into as of February 11, 2022, by and between RAKESH KUMAR, an individual, with an address of 15 Center Drive, Roslyn, New York 11576 (“Rakesh”) and VIJAY GOGIA, an individual, with an address of 15 Center Drive, Roslyn, New York 11576 (“Vijay”) (each a “Member” and collectively the “Members”).

Pursuant to and in accordance with the Limited Liability Company Law of the State of New York, as amended from time to time (the “Act”), the Members hereby state as follows:

1. **Formation.** The Company has heretofore been formed as a limited liability company in accordance with and pursuant to the provisions of the Act. The Members of the Company hereby agree that the Company shall be governed by and operated pursuant to the terms and provisions of this Agreement.
2. **Office.** The principal office of the Company is 15 Center Drive, Roslyn, New York 11576, or such other place or places as the Manager shall determine.
3. **Term.** The term of the Company shall commence as of the date of filing of the Articles of Organization of the Company with the Secretary of State of the State of New York and the Company shall be dissolved and its affairs wound up as provided in said Articles of Organization, in this Agreement or as otherwise provided in the Act.
4. **Purpose.** The Company is organized for the purposes of engaging in any lawful act or activity for which limited liability companies may be formed under the Act, and engaging in any and all activities related or incidental to the foregoing, including, without limitation, the acquisition, development and ownership of the leasehold interests of 608-618 East Fordham Road (Block 3078, Lot 16), Bronx, New York.
5. **Management; Powers.** The business and affairs of the Company shall be managed by Vijay (“Manager”). The Manager shall have the right, in the name of the Company, to make all decisions concerning the business of the Company and to do all such acts as may be advisable or appropriate, in the judgment of the Manager, to carry on the activities of the Company and to further the purpose of the Company; provided, that the consent of each of the Members shall be required in connection with any act which costs in excess of \$100,000.00. No Manager shall be entitled to receive a salary or other compensation for services rendered to the Company.
6. **Capital Contributions.** The initial capital contributions by the Members to the Company shall be as set forth on Schedule A annexed hereto. The Members shall make further capital contributions to the Company in such amounts and in such form and at such times as the Manager shall determine. Unless otherwise so determined, any such capital contributions shall be made by

the Members in proportion to their respective Membership Interests (as defined in Section 10 hereof).

7. **Capital Accounts.** A separate capital account shall be maintained for each Member. No Member may withdraw any part of their capital contribution without the prior written approval of the Manager, and no Member shall be entitled to receive any distribution from the Company except as provided in Sections 12 and 16(ii) hereof.

8. **Interest on Capital.** No interest shall be paid on any capital contributed to the Company.

9. **Advances.** Any Member may in such Member's sole and absolute discretion, and not as a requirement or obligation, advance funds to the Company. Any such advances shall not be considered contributions to the capital of the Company but shall be treated as loans thereto upon such other terms and conditions and such rate of interest, if any, as the Members may determine. Unless waived by the Member making such advances, such advances shall be repaid before any distribution is made to any Member pursuant to this Agreement.

10. **Membership Interests.** The Members shall have the percentage interests in and to the Company (hereinafter individually referred to as a "Membership Interest" and collectively as the "Membership Interests") as set forth on Schedule A annexed hereto.

11. **Determinations of Profits and Losses.** The profits and losses of the Company shall be determined each year in accordance with the accounting method followed for Federal income tax purposes and shall be allocated among the Members and credited (or charged) to their capital accounts in proportion to their Membership Interests. Whenever a proportionate part of Company profit or loss is credited or charged to a Member's capital account, every item of income, gain, loss, deduction or credit entering into the computation of such profit or loss, or applicable to the period during which such profit or loss was realized, shall be credited or charged, as the case may be, to the Member's capital account in the same proportion.

12. **Distributions.** After providing for the satisfaction of the current debts and obligations of the Company and after providing a reasonable reserve for expenses expected to be incurred by the Company, funds derived from operations or otherwise may be distributed to the Members in accordance with their Membership Interests, at such times and in such amounts as the Members shall determine.

13. **Assignments or Transfer of Company Interests.**

(i) The interest of a Member, whether of record or beneficial, shall not be assigned, conveyed, sold, gifted, encumbered, pledged, hypothecated or otherwise transferred or disposed of (collectively, "Transfer") except with the prior written consent of the other Members.

(ii) Any Transfer in contravention of any of the provisions of this Article 13 and Article 14 hereof shall be void ab initio and ineffective and shall not bind or be recognized by the Company in any respect whatsoever.

(iii) The Member initiating a Transfer of all or any portion of its interest in the Company shall bear any and all costs, and expenses of any such assignments, including, without limitation, any transfer taxes and the reasonable expenses of the Company, including, without limitation, attorneys' fees and disbursements, arising out of the assignment regardless of the party designated by statute to bear such taxes or costs.

(iv) No Member may withdraw (a "Withdrawing Member") from the Company except with the approval of the Members or upon a Transfer of all of such Withdrawing Member's interest in the Company in a manner permitted under this Agreement. A Member who purports to withdraw from the Company in violation of this Article 13 shall not be entitled to any distributions from the Company with respect to its interest in the Company arising from such purported withdrawal except upon the liquidation and dissolution of the Company pursuant to Article 15 hereof.

**14. Admission of Substituted Members; Death or Incapacity; Further Conditions.**

(i) No Transfer of all or any part of the interest of a Member permitted to be made under this Agreement shall be binding upon the Company unless and until a duplicate original of such assignment or instrument of transfer, duly executed and acknowledged by the assignor and the transferee, has been delivered to the Company.

(ii) As a condition to the admission of any substituted Member (a "Substituted Member"), as provided in Article 13 hereof, the person so to be admitted shall execute and acknowledge such instruments, in form and substance reasonably satisfactory to the Members, as the Members may deem necessary or desirable to effectuate such admission and to confirm the agreement of the person to be admitted as such Substituted Member to be bound by all of the covenants, terms and conditions of this Agreement, as the same may have been amended.

(iii) Any person to be admitted as a Member pursuant to the provisions of this Agreement shall, as a condition to such admission as a Member, pay all reasonable expenses in connection with such admission as a Member, including, but not limited to, the cost of the preparation, filing and publication of any amendment to this Agreement and/or Articles of Organization of the Company which the Members deem necessary or desirable in connection with such admission.

(iv) In the event of the death, adjudication of incompetency, or bankruptcy of a Member, the executor, administrator, committee or other legal representative of such Member, or the successor in interest of such Member, shall succeed only to the right of such Member to receive allocations and distributions hereunder, and may be admitted to the Company as a Member in the place and stead of the deceased, incompetent, or bankrupt Member in accordance with this Article 14 upon the unanimous consent of the Members but shall not be deemed to be a Substituted Member unless so admitted.

(v) Notwithstanding anything to the contrary contained in this Agreement, no sale or exchange of an interest in the Company may be made if the interest sought to be sold or exchanged, when added to the total of all other interests sold or exchanged within the period of twelve (12)

consecutive months prior thereto, results in the termination of the Company under Section 708 of the Internal Revenue Code without the prior written consent of the Members.

(vi) In the event of a permitted transfer of all or part of the interest of a Member, the Company shall, if requested, file an election in accordance with Section 754 of the Internal Revenue Code or a similar provision enacted in lieu thereof, to adjust the basis of the real estate assets of the Company. The Member requesting said election shall pay all costs and expenses incurred by the Company in connection therewith.

15. **Dissolution.**

(i) The Company shall be dissolved upon the earliest of the occurrence of any of the following events: (a) the unanimous written consent of Members; (b) the sale, other disposition, or discontinuance of all or substantially all of the business and/or assets of the Company; or (c) the happening of any other event causing the dissolution of the Company under the Act.

(ii) In the event of the dissolution of the Company pursuant to Section 15(i) hereof, Members owning more than 50% of the Membership Interests may elect to continue the business of the Company, in which case this Agreement shall continue to be binding upon all of such Members until such time as a new Agreement is executed by all of such Members.

16. **Winding Up.**

(i) Upon dissolution of the Company as provided in Section 15 hereof, the affairs of the Company shall be wound up by the Members and its assets liquidated in a manner deemed by the Members most beneficial to the Company. The Company shall terminate only after its affairs have been wound up and assets distributed in liquidation as herein provided. Pending termination of the Company, this Agreement shall continue to govern the affairs of the Company and the Members shall continue to share net profits and net losses during the period of liquidation in the same proportions as before dissolution.

(ii) The proceeds, if any, from any liquidation of the assets of the Company shall be applied and distributed in the following order of priority: (a) to the payment of all liabilities owing to creditors of the Company; (b) to the establishment of such reserves as the Members may deem reasonably necessary to provide for contingent or unforeseen liabilities or obligations of the Company; (c) to the Members in an amount equal to the positive balances of their capital accounts in the proportion of such positive balances (after such capital accounts have been adjusted to reflect any profits or losses to be allocated to the Members in connection with the dissolution and liquidation of the Company); and (d) to the Members in proportion to their Membership Interests.

(iii) No Member shall have any right to demand property other than cash upon dissolution and termination of the Company. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof and, if such assets shall be property, any Member entitled to any interest in such property shall receive his interest therein as a tenant-in-common with all other Members so entitled.

(iv) Within a reasonable time following completion of the liquidation of the Company's properties, the regular accountants of the Company shall furnish to each Member a statement (which need not be audited) setting forth the assets and liabilities of the Company as of the date of complete liquidation.

(v) Upon completion of the liquidation of the Company and the distribution of all Company funds, the Company shall terminate.

17. **Books and Records and Accounting.**

(i) **Books and Records.** The Company shall maintain proper and complete records and books of account in which shall be entered all transactions relating to the Company's business. Such books shall be kept on such method of accounting as the Members shall determine.

(ii) **Bank Accounts.** All funds of the Company shall be deposited in the name of the Company in such banking account or accounts as shall be designated by the Members. All withdrawals of Company funds from such banking account or accounts shall be made only for Company purposes and upon the signature of such person or persons as may from time to time in writing be designated by the Members.

(iii) **Fiscal Year and Accountants.** The fiscal year of the Company shall be the calendar year unless the Members shall otherwise determine. The regular accountants of the Company shall be such independent firm of certified public accountants as the Members may from time to time designate.

18. **Liability of Members and Manager.** The Members and Manager shall have no liability for any of the debts, obligations or liabilities of the Company, whether arising in tort, contract or otherwise, except as may be expressly agreed by the Company in writing or expressly required by the Act. The Members and Manager shall not be liable to the Company for any breach of duty in such capacity, unless otherwise provided by law and the Company shall, to the extent of the assets of the Company, and to the fullest extent permitted under the Act, defend, indemnify and save harmless any Member and Manager from and against any and all loss, claim, damage, liability, cost or expense (including, without limitation, reasonable counsel fees and disbursements) incurred by it in connection with its activities with respect to, or otherwise in furtherance of the business of, the Company including, without limitation, any liabilities for breach of duty in any capacity.

19. **Notices.** Unless otherwise specified in this Agreement, all notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder (hereinafter referred to collectively as "Notices") shall be in writing and shall be given by mailing the same by postage prepaid certified or registered mail, return receipt requested, or by prepaid Federal Express or other reputable overnight courier (for priority overnight delivery) to the appropriate Member at the address set forth in this Agreement. Notices given in compliance with the provisions of this Article shall be deemed given and/or received, as applicable, either (i) three (3) business days after mailing as aforesaid in a repository of the United States Postal Service

or (ii) one (1) business day after deposit as aforesaid with Federal Express or other reputable overnight courier.

20. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies being governed by said laws.

21. **Counterparts.** This Agreement may be executed in counterparts and each counterpart so executed by each Member shall constitute an original, all of which when taken together shall constitute one Agreement, notwithstanding that all the parties are not signatories to the same counterpart. Facsimile or pdf signatures shall be deemed to be and shall have the same force and effect as original signatures.

22. **Miscellaneous.**

(i) This Agreement: (a) shall be binding upon, and shall inure to the benefit of the parties hereto, their successors and permitted assigns; and (b) contains the entire agreement between the parties and supersedes any prior understandings and, agreements among them pertaining to the subject matter hereof.

(ii) The headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation hereof. Throughout this Agreement wherever from the context it appears appropriate, the masculine, feminine, or neuter gender shall be deemed to include all other genders, and the singular or the plural shall be deemed to include the singular and the plural. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

(iii) No waiver, modification, or amendment of this Agreement shall be valid or effective without the prior written approval of Members holding at least fifty-one percent (51%) of the Membership Interests. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, nor shall any waiver constitute a continuing waiver unless provided in writing. Notwithstanding anything to the contrary contained in this Agreement, the Manager shall have the right, without the consent of the Members, to make any and all amendments to this Agreement necessary to (i) substitute Members in accordance with the terms of this Agreement, (ii) reflect SPE requirements of a lender or lenders or (iii) to reflect adjustments in interests, provided such substitution or adjustment is in accordance with the terms of this Agreement.

(iv) Each Member hereby irrevocably waives any right that such Member may have to maintain any action for partition with respect to any property of the Company.

(v) Each Member hereby agrees to make, execute and acknowledge such instruments, documents and certificates as from time to time may be required by law or may otherwise be necessary or convenient to effectuate the provisions of this Agreement and that if any action shall be taken pursuant to this Agreement by the required percentage of all or any of the Members, even though such Member may not have assented thereto, or may have objected thereto, the



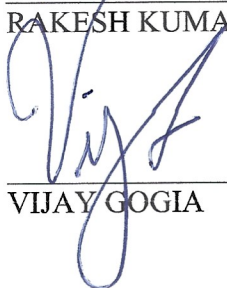
Member shall nevertheless execute any such writing or instrument as may be necessary to carry out and perfect such action, including any instrument effecting or evidencing the admission or withdrawal of a Member and any amendment or supplement to this Agreement.

[Signature Page Follows]

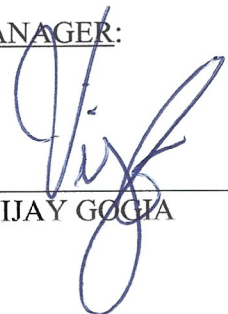
**IN WITNESS WHEREOF**, the undersigned, intending to be legally bound hereby, has duly executed this Agreement.

MEMBERS:

  
\_\_\_\_\_  
RAKESH KUMAR

  
\_\_\_\_\_  
VIJAY GOGIA

MANAGER:

  
\_\_\_\_\_  
VIJAY GOGIA

**SCHEDULE A**

**MEMBERSHIP INTERESTS AND CAPITAL CONTRIBUTIONS**

<u>Member</u>	<u>Membership Interest</u>	<u>Capital Contribution</u>
Vijay Gogia	50%	\$10.00
Rakesh Kumar	50%	\$10.00

# Department of State Division of Corporations

## Entity Information

[Return to Results](#)

[Return to Search](#)

### Entity Details ^

**ENTITY NAME:** GC FORDHAM ROAD DEVELOPMENT LLC  
**FOREIGN LEGAL NAME:**  
**ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY  
**SECTION OF LAW:** LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW  
**DATE OF INITIAL DOS FILING:** 02/11/2022  
**EFFECTIVE DATE INITIAL FILING:** 02/11/2022  
**FOREIGN FORMATION DATE:**  
**COUNTY:** NASSAU  
**JURISDICTION:** NEW YORK, UNITED STATES

**DOS ID:** 6401606  
**FICTITIOUS NAME:**  
**DURATION DATE/LATEST DATE OF DISSOLUTION:**  
**ENTITY STATUS:** ACTIVE  
**REASON FOR STATUS:**  
**INACTIVE DATE:**  
**STATEMENT STATUS:** CURRENT  
**NEXT STATEMENT DUE DATE:** 02/29/2024  
**NFP CATEGORY:**

- [ENTITY DISPLAY](#)
- [NAME HISTORY](#)
- [FILING HISTORY](#)
- [MERGER HISTORY](#)
- [ASSUMED NAME HISTORY](#)

#### Service of Process Name and Address

**Name:** THE LIMITED LIABILITY COMPANY  
**Address:** 15 CENTER DRIVE, ROSLYN, NY, UNITED STATES, 11576

#### Chief Executive Officer's Name and Address

**Name:**  
**Address:**

#### Principal Executive Office Address

**Address:**

#### Registered Agent Name and Address

**Name:**  
**Address:**

#### Entity Primary Location Name and Address

**Name:**  
**Address:**

#### Farmcorpflag

**Is The Entity A Farm Corporation: NO**

Stock Information

Share Value	Number Of Shares	Value Per Share
-------------	------------------	-----------------



APPENDIX B  
PWGC PHASE I ESA



## APPENDIX C 421-A



## APPENDIX D PHASE II ESA





## APPENDIX E DEED INFORMATION

ORIGINAL

EVIDENCE OF LEASE AGREEMENT

REEL 157 PAGE 009

THIS AGREEMENT, made and entered into this 17th day of July, 1972, by and between LEONARD SALWEN, residing at 1138 East 22nd Street, Brooklyn, New York 11210, and N. STEVEN SALWEN, residing at 2523 Avenue K, Brooklyn, New York 11210, hereinafter called LESSOR, and THE FIRESTONE TIRE & RUBBER COMPANY, an Ohio corporation with offices at 1200 Firestone Parkway, Akron, Ohio 44317, hereinafter called LESSEE, WITNESSETH THAT:

WHEREAS, LESSEE is occupying the premises at 610 E. Fordham Road, New York, New York, under lease dated January 23, 1946, recorded in Bronx County, New York on March 1, 1946, in <sup>Covered by</sup> ~~Vol.~~ Lib. 1426, Page 28, which premises are more particularly described therein;

WHEREAS, said lease has been amended and extended by supplemental agreements thereto dated November 7, 1958, December 5, 1958, and May 31, 1972;

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations by each of the parties to the other paid, receipt of which is hereby acknowledged, and in further consideration of the premises and of the covenants and agreements herein contained, to be kept and performed by the parties hereto, it is mutually agreed that:

This Evidence of Lease Agreement is entered into pursuant to the provisions of said Lease Agreement dated May 31, 1972; however, it is not intended to change any of the terms thereof.

TO HAVE AND TO HOLD said premises for a term commencing January 1, 1974, and continuing fifteen (15) years, with two five-year renewal options, unless sooner terminated as provided in said lease, as amended.

IN WITNESS WHEREOF, LESSORS have caused their names to be hereunto subscribed and LESSEE has caused its corporate name to be hereunto subscribed by its duly authorized officers as of the day and year first above written.

WITNESSES AS TO LESSOR:

*Leonard Salwen*  
Leonard Salwen

*N. Steven Salwen*  
N. Steven Salwen

LESSOR

WITNESSES AS TO LESSEE:

THE FIRESTONE TIRE & RUBBER COMPANY

By *Richard L. Hunt*  
Vice President

Attest: *[Signature]*  
Assistant Secretary

LESSEE

APPROVED AS TO FORM

br

STATE OF NEW YORK )  
COUNTY OF KINGS ) S.S.:

REEL 101 PAGE 840

On the 13th day of September, 1972, before me personally came  
LEONARD SALMEN and N. STEVEN SALMEN,  
to me known to be the individuals described in, and who executed,  
the foregoing instrument, and duly acknowledged that they executed  
the same.



*Morgan B. Potter*

MORGAN B. POTTER  
Attorney and Counselor at Law  
Notary Public in Kings County, New York  
Qualified in Kings County  
Commission Expires March 30, 1973

STATE OF OHIO )  
COUNTY OF SUMMIT )SS.

On the 3 day of OCTOBER in the year 1972  
before me personally came H. L. Houst and A. J. McNeil  
to me known, who being by me duly sworn, did depose and say that they  
reside in 403 Roslyn Ave., Akron, Ohio and 1166 Greenvale Ave., Akron, Ohio,  
respectively; that they are the Vice President and the Assistant  
Secretary, respectively, of the Firestone Tire & Rubber Company;  
the corporation described in and which executed the above instrument; that  
they know the seal of said corporation, that the seal affixed to said  
instrument is such corporate seal; that it was so affixed by order of the  
board of directors of said corporation, and that they signed their names  
thereto by like order.

Harry F. Dickos  
Notary Public, Summit County, Ohio

My commission expires:

HARRY F. DICKOS  
Notary Public - State of Ohio  
My commission has no expiration  
date. Section 147.03 R. C.

THE STATE OF OHIO  
County of Summit



I, FRANK P. YACOBUCCI, Clerk of the Court of Common Pleas of Summit County, Ohio,  
and of the Court of Appeals, the same being the courts of record of the aforesaid  
County, having by a law a seal, do hereby certify that

Harry F. Dickos

whose name is subscribed to the attached certificate of acknowledgment, proof or af-  
fiant, was at the time of making such acknowledgment, proof or affidavit, a Notary  
Public duly commissioned and sworn and residing in said county, and was as such  
an officer of said state, duly authorized by the laws thereof to take and certify the  
same, as well as to take and certify the proof and acknowledgment of deeds and other  
instruments in writing to be recorded in said state, and that full faith and credit are  
and ought to be given to his official acts; and I further certify that I am well ac-  
quainted with his handwriting, and verily believe that the signature to the attached  
certificate is his genuine signature.

The laws of the State of Ohio do not require an impression of the Notarial Seal to  
be on file in the Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal this 7th day of October, A. D. 1972

FRANK P. YACOBUCCI, Clerk of Courts  
Frank P. Jacobucci

3550 OCT 24 72

B-10

CITY REGISTER-BRONX CO  
1972 OCT 24 PM 2:37

REGES AND INT. 100	16
Examined	Adopted
	10/24/72
	ML

OFFICE OF CITY REGISTER  
Bronx County  
RECORDED  
Witness my hand  
and official seal

*Victoria M. Rivera*

CITY REGISTER  
Booked

100 #  
EUREKA TRAIL HOUSE CO.  
1155 FORTSON. PKWY  
APRIL, CALIF 94517  
ATTN: RAY FRANKS, JR.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 9th day of August, nineteen hundred and eighty three BETWEEN

REEL 519 PAGE 415

RIMA SALWEN & BARRY SALWEN, residing at 2523 Avenue K, Brooklyn, New York and LEONARD SALWEN, residing at 2195 East 22nd Street, Brooklyn

as executor of the last will and testament of N. STEVEN SALWEN, late of 2523 Avenue K, Brooklyn, New York who died on the 28th day of January, nineteen hundred and eighty two party of the first part, and

RIMA SALWEN, residing at 2523 Avenue K, Brooklyn, New York and LEONARD SALWEN, residing at 2195 East 22nd Street, Brooklyn

party of the second part,

WITNESSETH, that the party of the first part, to whom letters testamentary were issued by the Surrogate's Court, Kings County, New York on May 17, 1982 and by virtue of the power and authority given in and by said last will and testament, and/or by Article II of the Estates, Powers and Trusts Law, and in consideration of

TEN 00/00

dollars,

paid by the party of the second part, does hereby grant and release unto the party of the second part, the distributees or successors and assigns of the party of the second part (wherever,

PARCEL A:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of the Bronx, City and State of New York, bounded and described as follows: BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened, running thence southerly along the said westerly side of Hughes Avenue one hundred and twenty-eight feet, and running thence westerly and at right angles to the said westerly side of Hughes Avenue one hundred feet; running thence northerly and at right angles to the last mentioned course one hundred and eight feet and twenty-nine one-hundredths of a foot to the southerly side of Fordham Road, as legally opened, and running thence easterly along the southerly side of Fordham Road, as legally opened, one hundred and one foot and ninety-three one hundredths of a foot to the point or place of BEGINNING.

PARCEL B:

All that certain strip of land, situate, lying and being in the Borough and County of Bronx, City and State of New York, bounded and described as follows: BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue as legally opened, with the southerly side of Fordham Road, as legally opened, and running thence westerly along the said southerly side of Fordham Road, as legally opened, one hundred and one foot and ninety-three one hundredths of a foot, and running thence northerly and parallel to the said westerly side of Hughes Avenue three feet and forty-three one-hundredths of a foot (see rider attached) TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid. Subject to the trust fund provisions of section thirteen of the Lien Law, the amount of the debt. The word "party" shall be construed as if it read "parties" whenever the context of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this indenture on the day and year first above written.

IN PRESENCE OF:

*[Signature]*

*Rima Salwen*  
RIMA SALWEN

*Barry Salwen*  
BARRY SALWEN

*Leonard Salwen*  
LEONARD SALWEN

RIDER

Description Continued

REEL 519 PAGE 416

to the southerly side of Fordham Road, as on the Final Maps, one hundred and one feet and eighty-five one hundredths of a foot to the westerly side of Hughes Avenue three feet and seven one-hundredths of a foot to the aforesaid corner at the point or place of BEGINNING.

SAID PREMISES being known as 606-618 East Fordham Road, Bronx, New York.

SAID PREMISES being the same conveyed by IDA S. SALWEN and LEONARD SALWEN, as Executors under the Will of JOSEPH B. SALWEN, to LEONARD SALWEN and N. STEVEN SALWEN by Deed dated December 12, 1963 and recorded in the Office of the City Register, Bronx County on December 16, 1963 in Liber 2574 page 148.

STATE OF NEW YORK, COUNTY OF New York  
On the 9th day of August 19 83, before me personally came RIMA SALWEN and BARRY SALWEN

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

*[Signature]*

DANIEL A. COHEN  
Notary Public, State of New York  
No. 44-482040  
Qualified in Westchester County  
Commission Expires March 30, 1984

STATE OF NEW YORK, COUNTY OF  
On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF Kings  
On the 15th day of August 19 83 before me personally came LEONARD SALWEN

REEL 519 PAGE 417

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

*[Signature]*

RUTH FOSS  
Notary Public, State of New York  
No. 44-482040  
Qualified in Kings County  
Commission Expires March 30, 1984

STATE OF NEW YORK, COUNTY OF  
On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto

RECEIVED  
REAL ESTATE  
OCT 7 1983  
TRANSFER TAX  
BRONX  
COUNTY  
1115

Executor's Deed

TITLE No.  
RIMA SALWEN and BARRY SALWEN,  
EXECUTORS UW N. STEVEN SALWEN  
and LEONARD SALWEN  
TO  
RIMA SALWEN and LEONARD SALWEN

SECTION 11  
BLOCK 3078  
LOT 16  
COUNTY OR TOWN Bronx  
STREET ADDRESS 606-618 East Fordham Road

Recorded At Request of The Title Guarantee Company  
RETURN BY MAIL TO



DANIEL A. COHEN  
300 Madison Avenue  
New York, New York 10017  
Zip No.

001  
0001  
000

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE  
OFFICE OF CITY REGISTER  
Bronx County  
RECEIVED  
Witness by hand  
and official seal  
*[Signature]*  
ACTING CITY REGISTER  
70000  
05 0C-7 P 12:44  
REC. FEB 13 1984  
SST # 4409  
RPT #



THIS INSTRUMENT, made the 1st day of June, nineteen hundred and Eighty-Six  
BETWEEN

RIMA SALWEN, residing at 5915 La Jolla Hermosa Avenue,  
La Jolla, CA 92037, and LEONARD SALWEN, residing at 471 W.  
Yucca Court, Tucson, Arizona 85704,

0066720791

party of the first part, and

TEDDY ZAREMBSKI, residing at 53 Rutledge Road,  
Scarsdale, New York 10583

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN DOLLARS and other  
good and valuable consideration

lawful money of the United States,

paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever, all right, title and interest  
of the party of the first part in and to  
ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being known as follows:

MAIN PARCEL - PARCEL A

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

BEGINNING at the corner formed by the intersection of the westerly  
side of Hughes Avenue, as legally opened, with the southerly side  
of Fordham Road, as legally opened, running THENCE southerly along  
the said westerly side of Hughes Avenue, 128 feet; and running  
THENCE westerly and at right angles to the said westerly side of  
Hughes Avenue, 100 feet; THENCE northerly and at right angles to  
the last mentioned course, 108.29 feet to the southerly side of  
Fordham Road, as legally opened; THENCE easterly along the said  
southerly side of Fordham Road, as legally opened, 101.93 feet to  
the point or place of BEGINNING.

STRIP PARCEL - PARCEL B

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

BEGINNING at the corner formed by the intersection of the westerly  
side of Hughes Avenue, as legally opened, with the southerly side  
of Fordham Road, as legally opened; and running THENCE westerly  
along the said southerly side of Fordham Road, as legally opened,  
101.93 feet; THENCE northerly and parallel to the said westerly  
side of Hughes Avenue, 3.43 feet to the southerly side of Fordham  
Road, as on the Final Maps; THENCE easterly along the said southerly  
side of Fordham Road, as on the Final Maps, 101.65 feet to the  
westerly side of Hughes Avenue; THENCE southerly along the westerly  
side of Hughes Avenue, 3.07 feet to the aforesaid corner at the  
point or place of BEGINNING.

Said premises Parcel A and Parcel B being known as and by the street  
numbers 506-518 East Fordham Road.

00667 20792

Subject to:

- a.) leases and subleases, of record or otherwise;
- b.) encumbrances of record of every kind whatsoever;
- c.) Fordham Road as on final maps has not been legally opened; No building or obstruction may be erected north of the southerly line of Union (Pelham) Avenue as legally opened;
- d.) Outstanding right, title and interest of Frances Dickinson Gates Cronin in and to the westerly 25 feet more or less of the strip of land between the southerly line of Union Avenue on Cambrelling Map, and as legally opened, and the southerly line of Pelham Avenue as on the final maps;
- e.) Petition in bankruptcy Number 16906 against Benjamin Dickinson, filed in the Office of the Clerk of the United States District Court for the Southern District of New York on August 2, 1912. (Affects the westerly 25 feet of strip between the two lines of street);
- f.) All unpaid municipal taxes and charges and the liens thereon, if any;
- g.) A purchase money first mortgage in the sum of \$270,000.00 to be given by the party of the second part to the party of the first part is being recorded either immediately prior or simultaneously herewith.

00667 20793

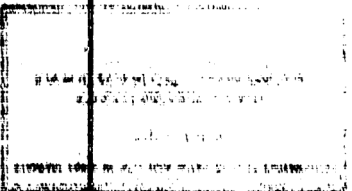
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

TO S. M. S. BY M. S. S.

TRUST



AND the party of the first part covenants that the party of the first part has not done or suffered anything, nor has the said premises been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will cause the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

THE word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

By Signature of:  
LEONARD SALWEN  
WITNESSES:  
*[Signature]*

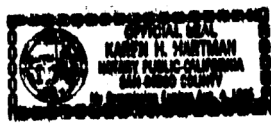
*Rina Salwen*  
RINA SALWEN  
*[Signature]*

WITNESS AS TO LEONARD SALWEN  
*[Signature]*

RECORDED  
INDEXED  
FILED  
COUNTY OF NEW YORK  
OFFICE OF THE CLERK  
JAN 10 1900

California  
STATE OF CALIFORNIA, COUNTY OF San Diego SS:  
On the 6th day of June 19 86, before me personally came

RIMA SALWEN  
to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.



00667 0794

New Jersey  
STATE OF NEW JERSEY, COUNTY OF ~~\_\_\_\_\_~~ SS:  
On the 15th day of June 19 86, before me personally came

LEONARD SALWEN  
to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

*Maureen Barnes Egel*

California  
STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_ SS:  
On the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

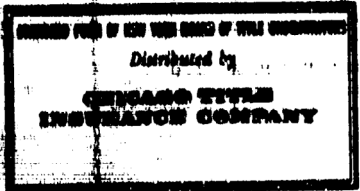
STATE OF NEW YORK, COUNTY OF \_\_\_\_\_ SS:  
On the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_

that he knows \_\_\_\_\_ to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

RECD	090783
	914.00
SST	090784
	\$1,600.00
GANT	090785
	\$1.00
07-01-86	BYPS GANT
7977	GANT
	090785
	\$1.00

**Buyer and Seller Held**  
WITH COVENANT AGAINST GRANTOR'S ACTS  
TITLE NO. 17086-340  
RIMA SALWEN, et al.  
TO  
TEDDY SAREMSKI

SECTION 11  
BLOCK 3078  
LOT 16  
COUNTY OR TOWN \_\_\_\_\_  
at Request of  
CHICAGO TITLE INSURANCE COMPANY



Return by Mail to  
Howard Spits, Esq.  
2185 Grand Concourse  
Bronx, NY  
TICOR TITLE GUARANTEE Sp No. 10453  
39 BROADWAY  
NEW YORK, N.Y. 10008

*12086-340*

RECEIVED  
OFFICE OF CITY REGISTER  
BROOKLYN COUNTY  
RECORDED  
WITNESS BY HAND  
and official seal  
*P. Adeline Ryan*  
CITY REGISTER

REC. FEE 114-51  
SST \$ 1200  
ECT \$ 4088

JUL 1 - 1986  
TRANSFER TAX  
BROOKLYN COUNTY

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY.

THIS INDENTURE, made the 28th day of July 19 93. BETWEEN TEDDY ZAREMSKI of 53 Rutledge Road, Scarsdale, New York 10583

party of the first part, and TEDDY ZAREMSKI and ESTHER ZAREMSKI, Trustees of the Teddy Zaremski Revocable Trust dated October 5, 1989 53 Rutledge Road, Scarsdale, NY 10583

party of the second part:

WITNESSETH, that the party of the first part, in consideration of ONE DOLLAR (\$1.00) dollars, paid by the party of the second part does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever, a 1/2 interest in and to the following:

ALL that certain plot, piece or parcel of land, together with the buildings and improvements thereon more particularly described in: Schedule A attached hereto and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises. TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns forever. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. This deed is subject to the trust provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

David Louis Rosen, Notary Public, State of New York, County of Westchester, Madeline Warner, Notary Public, State of New York, County of Westchester.

TEDDY ZAREMSKI L.S. TEDDY ZAREMSKI L.S.

STATE OF NEW YORK, COUNTY OF Westchester ss: On the 28th day of July 1993, before me personally came [Signature] to me known, who, being by me duly sworn, did depose and say that deponent resides at No. [Address] of the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF Westchester ss: On the 28th day of July 1993, before me personally came TEDDY ZAREMSKI [Signature] to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Madeline Warner, Notary Public, State of New York, County of Westchester, My Commission Expires May 21, 1998

REEL 192 PG 1270

SCHEDULE A

MAIN PARCEL - PARCEL A

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

BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened, running THENCE southerly along the said westerly side of Hughes Avenue, 128 feet; and running THENCE westerly and at right angles to the said westerly side of Hughes Avenue, 100 feet; THENCE northerly and at right angles to the last mentioned course, 108.29 feet to the southerly side of Fordham Road, as legally opened; THENCE easterly along the said southerly side of Fordham Road, as legally opened, 101.93 feet to the point or place of BEGINNING.

STRIP PARCEL - PARCEL B

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

BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened; and running THENCE westerly along the said southerly side of Fordham Road, as legally opened, 101.93 feet; THENCE northerly and parallel to the said westerly side of Hughes Avenue, 3.43 feet to the southerly side of Fordham Road, as on the Final Maps; THENCE easterly along the said southerly side of Fordham Road, as on the Final Maps, 101.85 feet to the westerly side of Hughes Avenue; THENCE southerly along the westerly side of Hughes Avenue, 3.07 feet to the aforesaid corner at the point or place of BEGINNING.

Said premises Parcel A and Parcel B being known as and by the street numbers 606+618 East Fordham Road.

**RECORDED**  
**QUITCLAIM**

TO

Deed, \_\_\_\_\_ 19\_\_\_\_

STATE OF NEW YORK

Quantity of \_\_\_\_\_ sq. ft.

Recorded on the \_\_\_\_\_ 19\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

in Liber \_\_\_\_\_ of Books \_\_\_\_\_ and Page \_\_\_\_\_ and certified

PLEASE RECORD AND RETURN TO: \_\_\_\_\_

CLERK

LAW OFFICES  
**ANDREW EMERY GARSON**  
72 ELIANT STREET  
FAIRFIELD, CONNECTICUT 06430

REEL 192 PG 1272

*Block 3078  
Lot 16*

LOC. VER.  
BY ADDRESS

*018680  
Carter*

DEED	214601	
	\$21.00	
GANFF	214602	
	\$1.00	
10-05-93	PXD1 GANFF	214602
	PAID GANFF	\$1.00

0916  
\$  
REAL ESTATE  
OCT 05 1993  
TRANSFER TAX  
BRONX COUNTY

SSN	421-11
RPT #	4136

RECORDED IN BRONX COUNTY

OFFICE OF THE CITY REGISTER

1993 OCT -5 A 9 30

WITNESS MY HAND  
AND OFFICIAL SEAL  
*J. A. Bohan*



THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

THIS INDENTURE, made the 20<sup>th</sup> day of July, 1993. BETWEEN TEDDY ZAREMSKI of 53 Rutledge Road, Scarsdale, New York 10583

party of the first part, and TEDDY ZAREMSKI and ESTHER ZAREMSKI, Trustees of the Esther Zaremski Revocable Trust dated October 5, 1989 of 53 Rutledge Road, Scarsdale, New York 10583

party of the second part:

WITNESSETH, that the party of the first part, in consideration of ONE DOLLAR (\$1.00) dollars, paid by the party of the second part does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever, a } interest in and to the following:

ALL that certain plot, piece or parcel of land, together with the buildings and improvements thereon more particularly described in Schedule A attached hereto and made a part hereof.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises. TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns forever. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. This deed is subject to the trust provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF: David Craig Re... MADY CRANE... Madeline Warner MADELINE WARNER

TEDDY ZAREMSKI I. S. TEDDY ZAREMSKI I. S.

STATE OF NEW YORK, COUNTY OF ... On the ... day of ... 19 ... before me personally came ... to me known, who, being by me duly sworn, did depose and say that deponent resides at No. ... dependent is ... of the corporation described in and which executed the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF ... On the ... day of ... 1993, before me personally came TEDDY ZAREMSKI to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Madelene Warner NOTARY PUBLIC MADELINE WARNER NOTARY PUBLIC BY COMMISSION EXPIRES MAY 31, 1998

REEL 192 PG 1273



SCHEDULE AMAIN PARCEL - PARCEL A

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

BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened, running THENCE southerly along the said westerly side of Hughes Avenue, 128 feet; and running THENCE westerly and at right angles to the said westerly side of Hughes Avenue, 100 feet; THENCE northerly and at right angles to the last mentioned course, 108.29 feet to the southerly side of Fordham Road, as legally opened; THENCE easterly along the said southerly side of Fordham Road, as legally opened, 101.93 feet to the point or place of BEGINNING.

STRIP PARCEL - PARCEL B

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

BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened; and running THENCE westerly along the said southerly side of Fordham Road, as legally opened, 101.93 feet; THENCE northerly and parallel to the said westerly side of Hughes Avenue, 3.43 feet to the southerly side of Fordham Road, as on the Final Maps; THENCE easterly along the said southerly side of Fordham Road, as on the Final Maps, 101.85 feet to the westerly side of Hughes Avenue; THENCE southerly along the westerly side of Hughes Avenue, 3.07 feet to the aforesaid corner at the point or place of BEGINNING.

Said premises Parcel A and Parcel B being known as and by the street numbers 606-618 East Fordham Road.

**RECORD**  
QUITTANCE

TO

Date, \_\_\_\_\_

19 \_\_\_\_\_

STATE OF NEW YORK

Quantity of \_\_\_\_\_ sq. ft.

RECORDED ON THE \_\_\_\_\_

Day of \_\_\_\_\_ 19 \_\_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

In Liber \_\_\_\_\_ of Deeds \_\_\_\_\_

at Page \_\_\_\_\_ and contained \_\_\_\_\_

CLERK

PLEASE RECORD AND RETURN TO:

LAW OFFICES  
**ANDREW EMERY GARSON**  
72 BLYTHE STREET  
HAERTEL, CONNECTICUT 06420

REEL 192781275

Block - 3078  
Lot 16

LOC. VER. BY ADDRESS

COMM. BY  
018881

REC. FEE	181-41
SET \$	0
SET #	4137

0819

\$.....
REAL ESTATE
LOT 05 033
TRANSFER TAX
BRONX COUNTY

10-05-93	PAYD	CONF	\$1.00
	RXD1	CONF	214597
		CONF	214597
		CONF	214596
		CONF	\$1.00
		CONF	214597
		CONF	214597

RECORDED IN BRONX COUNTY



OFFICE OF THE CITY REGISTER

1993 OCT -5 A 9 30

RECEIVED BY HAND AND OFFICIAL SEAL

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

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2018011202514001001E5541

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 5**

**Document ID: 2018011202514001**

Document Date: 12-27-2017

Preparation Date: 01-12-2018

Document Type: DEED

Document Page Count: 3

**PRESENTER:**

OESTREICHER, ENNIS, DALRYMPLE & DALRYMPLE, LLP  
235 MAMARONECK AVENUE  
WHITE PLAINS, NY 10605  
914-428-9330  
LURITHEN@OEDDLAW.COM

**RETURN TO:**

OESTREICHER, ENNIS, DALRYMPLE & DALRYMPLE, LLP  
235 MAMARONECK AVENUE  
WHITE PLAINS, NY 10605  
914-428-9330  
LURITHEN@OEDDLAW.COM

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BRONX	3078	16	Entire Lot	606-618 EAST FORDHAM ROAD
<b>Property Type: COMMERCIAL REAL ESTATE</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

TEDDY ZAREMBSKI REVOCABLE TRUST DTD  
10/05/1989  
53 RUTLEDGE RD  
SCARSDALE, NY 10583-6713

**GRANTEE/BUYER:**

ART IV B TRUST U/A TEDDY ZAREMBSKI DTD  
10/5/89  
53 RUTLEDGE ROAD  
SCARSDALE, NY 10583

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: \$ 52.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 250.00

**NYC Real Property Transfer Tax:**

\$ 0.00

**NYS Real Estate Transfer Tax:**

\$ 0.00

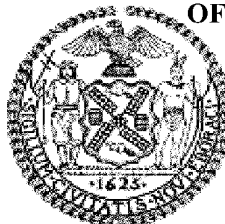
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 01-22-2018 16:48

City Register File No.(CRFN):

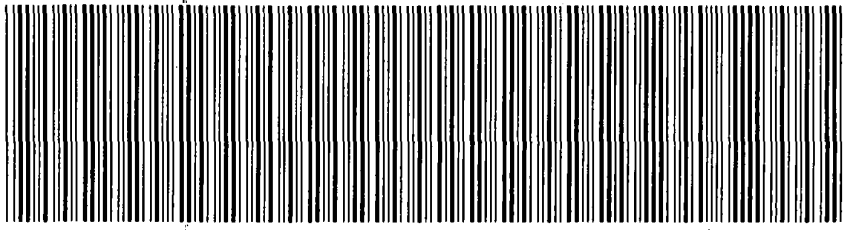
2018000025398



*Annette McMill*

City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2018011202514001001C57C1

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2018011202514001

Document Date: 12-27-2017

Preparation Date: 01-12-2018

Document Type: DEED

**PARTIES**

**GRANTOR/SELLER:**

ESTHER ZAREMBSKI (TRUSTEE)  
53 RUTLEDGE ROAD  
SCARSDALE, NY 10583

**PARTIES**

**GRANTEE/BUYER:**

ESTHER ZAREMBSKI (TRUSTEE)  
53 RUTLEDGE ROAD  
SCARSDALE, NY 10583

**GRANTEE/BUYER:**

MICHAEL ZAREMBSKI (TRUSTEE)  
53 RUTLEDGE ROAD  
SCARSDALE, NY 10583

**THIS INDENTURE**, made the 27<sup>th</sup> day of December, in the year 2017  
**BETWEEN** Esther Zaremski, as Trustee of the Teddy Zaremski Revocable Trust dated 10/5/89,

with its principal place of business located at 53 Rutledge Road, Scarsdale, NY 10583,  
party of the first part, and

Esther Zaremski and Michael Zaremski, as Trustees of the Article IV B Trust u/a Teddy Zaremski  
Revocable Trust dated 10/5/89 f/b/o Esther Zaremski,

with its principal place of business located at 53 Rutledge Road, Scarsdale, NY 10583  
party of the second part,

**WITNESSETH**, that the party of the first part, and by virtue of the power and authority given them as  
trustees and in consideration of \$0 dollars,

Paid by the party of the second part, does hereby grant and release unto the party of the second part, the  
heirs or successors and assigns of the party of the second part forever all interest in and to the following,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected,  
situate, lying and being in the Borough and County of the Bronx, City and State of New York, and more  
particularly described in SCHEDULE A

Being the same premises conveyed to said Teddy Zaremski (deceased) and Esther Zaremski as Trustees  
of the Teddy Zaremski Revocable Trust dated October 5, 1989 by deed from Teddy Zaremski  
(deceased), deed dated July 28, 1993 and recorded on October 5, 1993 at 9:30 AM on Reel 1192 Page  
1270 in Bronx County Office of the City Register.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets  
and roads abutting the above-described premises to the center lines thereof;

TOGETHER with the appurtenances, which the party of the first part has or has power to convey or  
dispose of, whether individually, or by virtue of said will or otherwise;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything  
whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of  
the first part will receive the consideration for this conveyance and will hold the right to receive such  
consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and  
will apply the same first to the payment of the cost of the improvement before using any part of the total  
of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so  
requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first  
above written.

IN PRESENCE OF:

Esther Zaremski  
ESTHER ZAREMSKI,  
AS TRUSTEE OF THE TEDDY ZAREMSKI  
REVOCABLE TRUST DATED 10/5/89

## Schedule A

### MAIN PARCEL – PARCEL A

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

BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened, running THENCE southerly along the said westerly side of Hughes Avenue, 128 feet; and running THENCE westerly and at right angles to the said westerly side of Hughes Avenue, 100 feet; THENCE northerly and at right angles to the last mentioned course, 108.29 feet to the southerly side of Fordham Road, as legally opened; THENCE easterly along the said southerly side of Fordham Road, as legally opened, 101.93 feet to the point or place of BEGINNING.

### STRIP PARCEL – PARCEL B

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

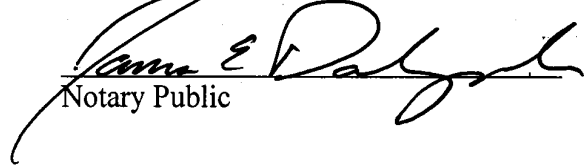
BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened; and running THENCE westerly along the said southerly side of Fordham Road, as legally opened, 101.93 feet; THENCE northerly and parallel to the said westerly side of Hughes Avenue, 3.43 feet to the southerly side of Fordham Road, as on the Final Maps; THENCE easterly along the said southerly side of Fordham Road, as on the Final Maps, 101.85 feet to the westerly side of Hughes Avenue; THENCE southerly along the westerly side of Hughes Avenue, 3.07 feet to the aforesaid corner at the point or place of BEGINNING.

Said premises Parcel A and Parcel B being known as and by the street numbers 606-618 East Fordham Road.

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

On the 27<sup>th</sup> day of December in the year 2017, before me, the undersigned, personally appeared ESTHER ZAREMBSKI, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JAMES E. DALRYMPLE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02DA6080492  
Qualified in Westchester County  
My Commission Expires September 16, 2018

  
Notary Public

**Trustee's Deed**

ESTHER ZAREMBSKI, AS TRUSTEE OF  
THE TEDDY ZAREMBSKI REVOCABLE  
TRUST DTD 10/5/89

**TO**

ESTHER ZAREMBSKI AND MICHAEL  
ZAREMBSKI, AS TRUSTEES OF THE  
ARTICLE IV SECTION B TRUST U/A  
TEDDY ZAREMBSKI REVOCABLE TRUST  
DTD 10/5/89 F/B/O ESTHER ZAREMBSKI

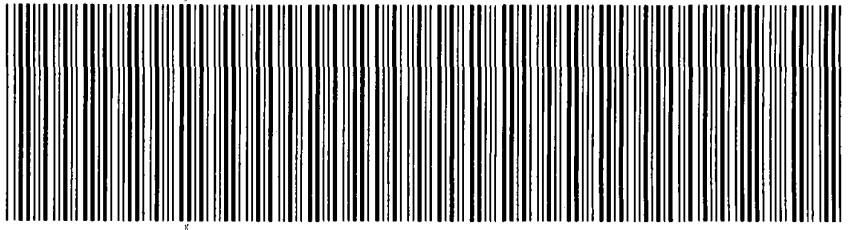
**SEAL**

Block: 3078  
Lots: 16  
Borough: Bronx  
City of New York

**RETURN BY MAIL TO:**

James E. Dalrymple, Esq.  
Oestreicher, Ennis, Dalrymple & Dalrymple, LLP  
235 Mamaroneck Avenue  
White Plains, New York 10605  
(914) 428-9330

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2018011202514001001S9BC0

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2018011202514001**

Document Date: 12-27-2017

Preparation Date: 01-12-2018

Document Type: DEED

**ASSOCIATED TAX FORM ID: 2017122000434**

**SUPPORTING DOCUMENTS SUBMITTED:**

	Page Count
DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING	1
RP - 5217 REAL PROPERTY TRANSFER REPORT	4
SMOKE DETECTOR AFFIDAVIT	1



FOR CITY USE ONLY

C1. County Code \_\_\_\_\_ C2. Date Deed Recorded \_\_\_\_\_  
 Month Day Year  
 C3. Book OR \_\_\_\_\_ C4. Page \_\_\_\_\_  
 C5. CRFN \_\_\_\_\_

**CITY REGISTER**

JAN 19 2018



**REAL PROPERTY TRANSFER REPORT**  
 STATE OF NEW YORK  
 STATE BOARD OF REAL PROPERTY SERVICES  
**RP - 5217NYC**

**PROPERTY INFORMATION**

1. Property Location: 606-618 EAST FORDHAM ROAD BRONX 10458  
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name: ART IV B TRUST U/A TEDDY ZAREMSKI DTD 10/5/89  
LAST NAME / COMPANY FIRST NAME  
 ZAREMSKI (TRUSTEE) ESTHER  
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)  
LAST NAME / COMPANY FIRST NAME  
STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR  Part of a Parcel  
 4A. Planning Board Approval - N/A for NYC  
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: 101.75 x 128 OR \_\_\_\_\_ ACRES  
FRONT FEET DEPTH  
 Check the boxes below as they apply:  
 6. Ownership Type is Condominium   
 7. New Construction on Vacant Land

8. Seller Name: TEDDY ZAREMSKI REVOCABLE TRUST DTD 10/05/1989  
LAST NAME / COMPANY FIRST NAME  
 ZAREMSKI (TRUSTEE) ESTHER  
LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:  
 A  One Family Residential C  Residential Vacant Land E  Commercial G  Entertainment / Amusement I  Industrial  
 B  2 or 3 Family Residential D  Non-Residential Vacant Land F  Apartment H  Community Service J  Public Service

**SALE INFORMATION**

10. Sale Contract Date: 12 / 27 / 2017  
Month Day Year

11. Date of Sale / Transfer: 12 / 27 / 2017  
Month Day Year

12. Full Sale Price \$ \_\_\_\_\_ 0  
( Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale: \_\_\_\_\_

14. Check one or more of these conditions as applicable to transfer:

A  Sale Between Relatives or Former Relatives  
 B  Sale Between Related Companies or Partners in Business  
 C  One of the Buyers is also a Seller  
 D  Buyer or Seller is Government Agency or Lending Institution  
 E  Deed Type not Warranty or Bargain and Sale (Specify Below)  
 F  Sale of Fractional or Less than Fee Interest ( Specify Below )  
 G  Significant Change in Property Between Taxable Status and Sale Dates  
 H  Sale of Business is Included in Sale Price  
 I  Other Unusual Factors Affecting Sale Price ( Specify Below )  
 J  None

**ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill**

15. Building Class: K, 4 16. Total Assessed Value (of all parcels in transfer): 5 4 8 1 0 0  
17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )  
 BRONX 3078 16

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

<b>BUYER</b>		<b>BUYER'S ATTORNEY</b>	
<i>Either Zarembski</i>	<i>12/27/17</i>	<i>Dalrymple</i>	<i>James</i>
<small>BUYER SIGNATURE</small>	<small>DATE</small>	<small>LAST NAME</small>	<small>FIRST NAME</small>
53 RUTLEDGE ROAD		914	428-9330
<small>STREET NUMBER</small>	<small>STREET NAME (AFTER SALE)</small>	<small>AREA CODE</small>	<small>TELEPHONE NUMBER</small>
SCARSDALE			<b>SELLER</b>
	NY	10583	<i>Either Zarembski</i>
<small>CITY OR TOWN</small>	<small>STATE</small>	<small>ZIP CODE</small>	<small>SELLER SIGNATURE</small>
			<i>12/27/17</i>
			<small>DATE</small>

Grantee (Buyer)

ZAREMSKI (TRUSTEE)

LAST NAME / COMPANY

Grantor (Seller)

MICHAEL

FIRST NAME

LAST NAME / COMPANY

Grantee (Buyer)

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

FIRST NAME

LAST NAME / COMPANY

Grantee (Buyer)

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Grantor (Seller)

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Grantee (Buyer)

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

FIRST NAME

LAST NAME / COMPANY

FIRST NAME

### CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

#### BUYERS

Ethel Jaremboski      12-27-17  
Buyer Signature      Date

[Signature]      12-27-2017  
Buyer Signature      Date

\_\_\_\_\_  
Buyer Signature      Date

\_\_\_\_\_  
Buyer Signature      Date

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Buyer Signature      Date

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Buyer Signature      Date

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Buyer Signature      Date

#### SELLERS

Ethel Jaremboski      12-27-17  
Seller Signature      Date

\_\_\_\_\_  
Seller Signature      Date

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Seller Signature      Date

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Seller Signature      Date

\_\_\_\_\_  
Seller Signature      Date

**AFFIDAVIT OF COMPLIANCE  
WITH SMOKE DETECTOR REQUIREMENT  
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }  
                          } SS.:  
County of Westchester

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at  
606-618 EAST FORDHAM ROAD

Street Address Unit/Apt. \_\_\_\_\_, \_\_\_\_\_,  
BRONX New York, 3078 16 (the "Premises");  
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Esther Zarembski  
Name of Grantor (Type or Print)

Esther Zarembski  
Name of Grantee (Type or Print)

Esther Zarembski  
Signature of Grantor

Esther Zarembski  
Signature of Grantee



Sworn to before me  
this 27<sup>th</sup> day of December 2017  
JAMES E. DALRYMPLE

Sworn to before me  
this 27<sup>th</sup> day of December 2017  
JAMES E. DALRYMPLE

NOTARY PUBLIC-STATE OF NEW YORK  
No. 02DA6080492  
Qualified in Westchester County James E Dalrymple  
My Commission Expires September 16, 2018

NOTARY PUBLIC-STATE OF NEW YORK  
No. 02DA6080492  
Qualified in Westchester County James E Dalrymple  
My Commission Expires September 16, 2018

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**



The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

## Customer Registration Form for Water and Sewer Billing

### Property and Owner Information:

- (1) Property receiving service: BOROUGH: BRONX                      BLOCK: 3078                      LOT: 16
- (2) Property Address: 606-618 EAST FORDHAM ROAD, BRONX, NY 10458
- (3) Owner's Name:        ART IV B TRUST U/A TEDDY ZAREMBSKI DTD 10/5/89
- Additional Name:     ZAREMBSKI (TRUSTEE) , ESTHER

### Affirmation:



Your water & sewer bills will be sent to the property address shown above.

### Customer Billing Information:

#### Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit [www.nyc.gov/dep](http://www.nyc.gov/dep) to provide us with the other party's information.

### Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

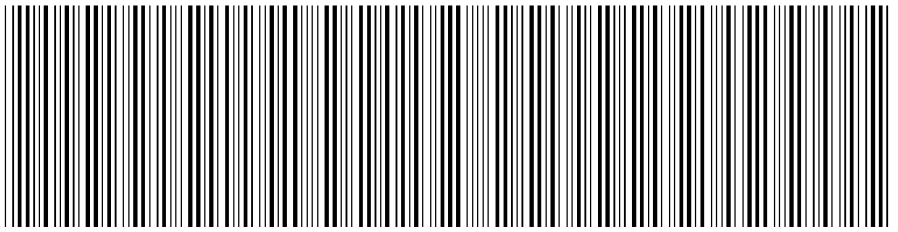
Print Name of Owner: Esther Zarembski

Signature: Esther Zarembski                      12-27-17                      Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

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

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2018051600913001001EB3C1

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 5**

**Document ID: 2018051600913001** Document Date: 04-27-2018 Preparation Date: 05-16-2018  
 Document Type: DEED  
 Document Page Count: 3 Non-Standard Form Size

**PRESENTER:**  
 OESTREICHER, ENNIS, DALRYMPLE & DALRYMPLE, LLP  
 235 MAMARONECK AVENUE  
 WHITE PLAINS, NY 10605  
 914-428-9330  
 LURITHEN@OEDDLAW.COM

**RETURN TO:**  
 OESTREICHER, ENNIS, DALRYMPLE & DALRYMPLE, LLP  
 235 MAMARONECK AVENUE  
 WHITE PLAINS, NY 10605  
 914-428-9330  
 LURITHEN@OEDDLAW.COM

**PROPERTY DATA**  

Borough	Block	Lot	Unit	Address
BRONX	3078	16	Entire Lot	608 EAST FORDHAM ROAD

**Property Type:** COMMERCIAL REAL ESTATE

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**  
 ARTICLE IV B TRUST U/A TEDDY ZAREMBSKI REV TRUST  
 53 RUTLEDGE ROAD  
 SCARSDALE, NY 10583

**GRANTEE/BUYER:**  
 A.M.E.T.Z. CORP  
 53 RUTLEDGE ROAD  
 SCARSDALE, NY 10583

Additional Parties Listed on Continuation Page

**FEES AND TAXES**

Mortgage :		Filing Fee:	
Mortgage Amount:	\$ 0.00		\$ 250.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:		NYS Real Estate Transfer Tax:	\$ 0.00
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		
<b>TOTAL:</b>	<b>\$ 0.00</b>		
Recording Fee:	\$ 79.00		
Affidavit Fee:	\$ 0.00		

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

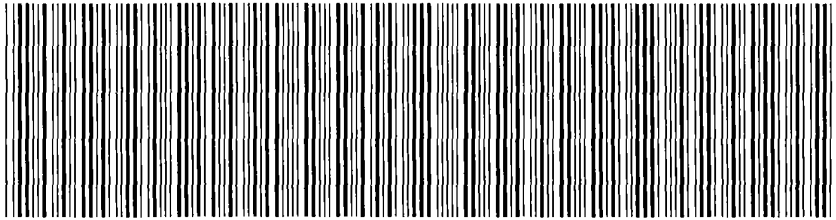
**CITY OF NEW YORK**  
 Recorded/Filed 05-18-2018 15:45  
 City Register File No.(CRFN):  
**2018000167911**



*Annette McMill*

**City Register Official Signature**

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2018051600913001001CB141

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2018051600913001

Document Date: 04-27-2018

Preparation Date: 05-16-2018

Document Type: DEED

**PARTIES**

**GRANTOR/SELLER:**

MICHAEL ZAREMBSKI, TRUSTEE  
53 RUTLEDGE ROAD  
SCARSDALE, NY 10583

**GRANTOR/SELLER:**

ESTHER ZAREMBSKI, TRUSTEE  
53 RUTLEDGE ROAD  
SCARSDALE, NY 10583

**GRANTOR/SELLER:**

ESTHER ZAREMBSKI REVOCABLE TRUST  
53 RUTLEDGE ROAD  
SCARSDALE, NY 10583

**GRANTOR/SELLER:**

ESTHER ZAREMBSKI, TRUSTEE  
53 RUTLEDGE ROAD  
SCARSDALE, NY 10583

**PARTIES**

**GRANTEE/BUYER:**

ESTHER ZAREMBSKI, PRESIDENT  
53 RUTLEDGE ROAD  
SCARSDALE, NY 10583



**THIS INDENTURE**, made the **27<sup>th</sup>** day of April, in the year 2018  
**BETWEEN** Esther Zaremski and Michael Zaremski, as Trustees of the Article IV B Trust u/a Teddy Zaremski Revocable Trust dated 10/5/89 f/b/o Esther Zaremski and Esther Zaremski, as Trustee of the Esther Zaremski Revocable Trust dated 10/5/89,

with both trusts having their principal place of business located at 53 Rutledge Road, Scarsdale, NY 10583,  
party of the first part, and

A.M.E.T.Z. Corp. by President, Esther Zaremski

with its principal place of business located at 53 Rutledge Road, Scarsdale, NY 10583  
party of the second part,

**WITNESSETH**, that the party of the first part, and by virtue of the power and authority given them as trustees and in consideration of \$0 dollars,

Paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever all interest in and to the following,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of the Bronx, City and State of New York, and more particularly described in SCHEDULE A

Being the same premises conveyed to said Michael Zaremski and Esther Zaremski as Trustees of the Article IV B Trust u/a Teddy Zaremski Revocable Trust dated 10/5/89 f/b/o Esther Zaremski by deed from Esther Zaremski, as Trustee of the Teddy Zaremski Revocable Trust dated 10/5/89 and recorded on January 22, 2018 at 16:48 filed under City Register File No. 2018000025398 in the Office of the City Register of the City of New York.

Being the same premises conveyed to said Teddy Zaremski (deceased) and Esther Zaremski as Trustees of the Esther Zaremski Revocable Trust dated 10/5/89 by deed from Teddy Zaremski (deceased), and recorded on October 5, 1989 at 9:30 AM on Reel 1192 and Page 1275 in the Office of the City Register Bronx County.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof;

TOGETHER with the appurtenances, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

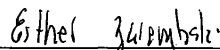
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

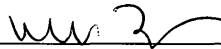
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



ESTHER ZAREMSKI,  
AS TRUSTEE ARTICLE IV B TRUST U/A TEDDY  
ZAREMSKI REVOCABLE TRUST DATED 10/5/89  
F/B/O ESTHER ZAREMSKI AND AS TRUSTEE OF  
ESTHER ZAREMSKI REVOCABLE TRUST  
DATED 10/5/89



MICHAEL ZAREMSKI,  
AS TRUSTEE ARTICLE IV B TRUST U/A TEDDY  
ZAREMSKI REVOCABLE TRUST DATED 10/5/89  
F/B/O ESTHER ZAREMSKI

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

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

On the 27<sup>th</sup> day of April in the year 2018, before me, the undersigned, personally appeared ESTHER ZAREMBSKI, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

On the 27<sup>th</sup> day of April in the year 2018, before me, the undersigned, personally appeared MICHAEL ZAREMBSKI, personally known to me or proved to me on the basis of satisfactory evidence to 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.

  
Notary Public

JAMES E. DALRYMPLE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02DA6080492  
Qualified in Westchester County  
My Commission Expires September 16, 2018

  
Notary Public



My Commission Expires September 16, 2018  
Qualified in Westchester County  
No. 02DA6080492  
NOTARY PUBLIC-STATE OF NEW YORK  
JAMES E. DALRYMPLE

**TRUSTEE'S DEED**

ESTHER ZAREMBSKI AND MICHAEL ZAREMBSKI, AS TRUSTEES OF THE ARTICLE IV B TRUST U/A TEDDY ZAREMBSKI REVOCABLE TRUST DATED 10/5/89 F/B/O ESTHER ZAREMBSKI AND ESTHER ZAREMBSKI, AS TRUSTEE OF THE ESTHER ZAREMBSKI REVOCABLE TRUST DATED 10/5/89

Block: 3078  
Lots: 16  
Borough: Bronx  
City of New York

**TO**

A.M.E.T.Z. CORP. BY PRESIDENT, ESTHER ZAREMBSKI

**RETURN BY MAIL TO:**  
James E. Dalrymple, Esq.  
Oestreicher, Ennis, Dalrymple & Dalrymple, LLP  
235 Mamaroneck Avenue, Ste. 403  
White Plains, NY 10605  
(914) 428-9330

**Schedule A**

**MAIN PARCEL – PARCEL A**

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

BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened, running THENCE southerly along the said westerly side of Hughes Avenue, 128 feet; and running THENCE westerly and at right angles to the said westerly side of Hughes Avenue, 100 feet; THENCE northerly and at right angles to the last mentioned course, 108.29 feet to the southerly side of Fordham Road, as legally opened; THENCE easterly along the said southerly side of Fordham Road, as legally opened, 101.93 feet to the point or place of BEGINNING.

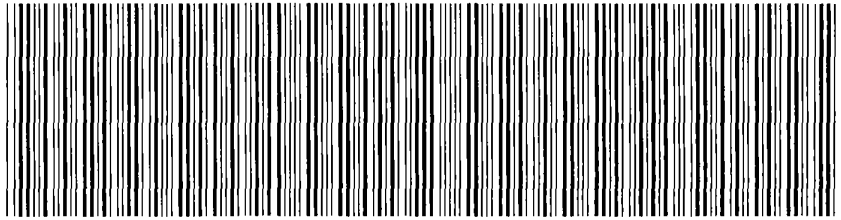
**STRIP PARCEL – PARCEL B**

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

BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened; and running THENCE westerly along the said southerly side of Fordham Road, as legally opened, 101.93 feet; THENCE northerly and parallel to the said westerly side of Hughes Avenue, 3.43 feet to the southerly side of Fordham Road, as on the Final Maps; THENCE easterly along the said southerly side of Fordham Road, as on the Final Maps, 101.85 feet to the westerly side of Hughes Avenue; THENCE southerly along the westerly side of Hughes Avenue, 3.07 feet to the aforesaid corner at the point or place of BEGINNING.

Said premises Parcel A and Parcel B being known as and by the street numbers 606-618 East Fordham Road.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2018051600913001001S7D40

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2018051600913001**

Document Date: 04-27-2018

Preparation Date: 05-16-2018

Document Type: DEED

**ASSOCIATED TAX FORM ID: 2018041100201**

**SUPPORTING DOCUMENTS SUBMITTED:**

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING  
RP - 5217 REAL PROPERTY TRANSFER REPORT  
SMOKE DETECTOR AFFIDAVIT

Page Count

1  
4  
1

FOR CITY USE ONLY

C1. County Code  C2. Date Deed Recorded  /  /   
 Month Day Year

C3. Book  OR  C4. Page

C5. CRFN



**REAL PROPERTY TRANSFER REPORT**  
 STATE OF NEW YORK  
 STATE BOARD OF REAL PROPERTY SERVICES  
**RP - 5217NYC**

**PROPERTY INFORMATION**

1. Property Location  608  EAST FORDHAM ROAD  BRONX  10458  
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  A.M.E.T.Z. CORP   
LAST NAME / COMPANY FIRST NAME

ZAMBERSKI, PRESIDENT  ESTHER  
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)  
LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed  1  # of Parcels OR  Part of a Parcel

5. Deed Property Size  FRONT FEET X  DEPTH OR  ACRES

8. Seller Name  ARTICLE IV B TRUST U/A TEDDY ZAREMSKI REV TRUST   
LAST NAME / COMPANY FIRST NAME

ZAREMSKI, TRUSTEE  MICHAEL  
LAST NAME / COMPANY FIRST NAME

4A. Planning Board Approval - N/A for NYC  
 4B. Agricultural District Notice - N/A for NYC  
 Check the boxes below as they apply:  
 6. Ownership Type is Condominium   
 7. New Construction on Vacant Land

9. Check the box below which most accurately describes the use of the property at the time of sale:

A  One Family Residential C  Residential Vacant Land E  Commercial G  Entertainment / Amusement I  Industrial  
 B  2 or 3 Family Residential D  Non-Residential Vacant Land F  Apartment H  Community Service J  Public Service

**SALE INFORMATION**

10. Sale Contract Date  4 / 27 / 2018  
Month Day Year

11. Date of Sale / Transfer  4 / 27 / 2018  
Month Day Year

12. Full Sale Price \$  \_\_\_\_\_ 0  
 ( Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A  Sale Between Relatives or Former Relatives  
 B  Sale Between Related Companies or Partners in Business  
 C  One of the Buyers is also a Seller  
 D  Buyer or Seller is Government Agency or Lending Institution  
 E  Deed Type not Warranty or Bargain and Sale (Specify Below)  
 F  Sale of Fractional or Less than Fee Interest (Specify Below)  
 G  Significant Change in Property Between Taxable Status and Sale Dates  
 H  Sale of Business is Included in Sale Price  
 I  Other Unusual Factors Affecting Sale Price (Specify Below)  
 J  None

**ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill**

15. Building Class  K, 4 16. Total Assessed Value (of all parcels in transfer)  \_\_\_\_\_ 5 4 8 1 0 0

17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )  
 BRONX 3078 16

CITY REGISTER  
 MAY 18 2018

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

<i>Esther Zurembsta</i>		<b>BUYER</b>	<i>4/27/18</i>	<b>BUYER'S ATTORNEY</b>	
BUYER SIGNATURE		DATE		FIRST NAME	
53 RUTLEDGE ROAD				Dalrymple James E.	
STREET NUMBER		STREET NAME (AFTER SALE)		LAST NAME	
SCARSDALE				914 428-9330	
CITY OR TOWN		STATE		TELEPHONE NUMBER	
NY		10583		<b>SELLER</b>	
				<i>Esther Zurembsta</i>	
				SELLER SIGNATURE	
				<i>4/27/18</i>	
				DATE	

### CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

#### BUYERS

Esther Zarembski 4/27/18  
Buyer Signature Date

~~Walter~~ mg 4/27/18  
Buyer Signature Date

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Buyer Signature Date

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Buyer Signature Date

#### SELLERS

Esther Zarembski 4/27/18  
Seller Signature Date

~~Walter~~ 4/27/18  
Seller Signature Date

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Seller Signature Date

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Grantee (Buyer)

LAST NAME / COMPANY

Grantor (Seller)

ZAREMSKI, TRUSTEE

LAST NAME / COMPANY

Grantee (Buyer)

FIRST NAME

ESTHER

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

ESTHER ZAREMSKI REVOCABLE TRUST

LAST NAME / COMPANY

Grantee (Buyer)

FIRST NAME

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

ZAREMSKI, TRUSTEE

LAST NAME / COMPANY

Grantee (Buyer)

FIRST NAME

ESTHER

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

FIRST NAME

LAST NAME / COMPANY

Grantee (Buyer)

FIRST NAME

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Grantor (Seller)

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Grantee (Buyer)

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

FIRST NAME

LAST NAME / COMPANY

Grantee (Buyer)

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

FIRST NAME

LAST NAME / COMPANY

FIRST NAME



**AFFIDAVIT OF COMPLIANCE  
WITH SMOKE DETECTOR REQUIREMENT  
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }  
County of } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at  
608 EAST FORDHAM ROAD,

Street Address Unit/Apt.

BRONX New York, 3078 16 (the "Premises");  
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Esther Zaremski, Trustee  
Name of Grantor (Type or Print)

Esther Zaremski  
Signature of Grantor

Esther Zaremski, President  
Name of Grantee (Type or Print)

Esther Zaremski  
Signature of Grantee

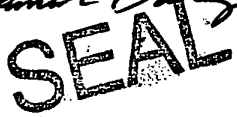


Sworn to before me  
this 27<sup>th</sup> day of April 2018

James E. Dalrymple  
JAMES E. DALRYMPLE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02DA6080492  
Qualified in Westchester County  
My Commission Expires September 16, 2018

Sworn to before me  
this 27<sup>th</sup> day of April 2018

James E. Dalrymple  
JAMES E. DALRYMPLE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02DA6080492  
Qualified in Westchester County  
My Commission Expires September 16, 2018



These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**



The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

## Customer Registration Form for Water and Sewer Billing

### Property and Owner Information:

- (1) Property receiving service: BOROUGH: BRONX                      BLOCK: 3078                      LOT: 16
- (2) Property Address: 608 EAST FORDHAM ROAD, BRONX, NY 10458
- (3) Owner's Name:            A.M.E.T.Z. CORP
- Additional Name:            ZAREMSKI, PRESIDENT , ESTHER

### Affirmation:



You have visited DOF's Mailing Address Update website and indicated that your water & sewer bill should be sent to the mailing address provided on that site. If no information was entered your water & sewer bill be sent to the property address.

### Customer Billing Information:

#### Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit [www.nyc.gov/dep](http://www.nyc.gov/dep) to provide us with the other party's information.

### Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

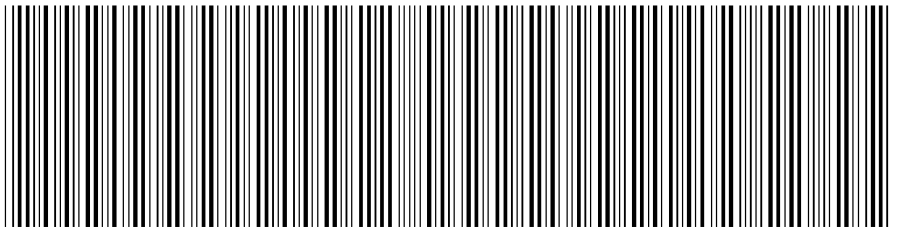
Print Name of Owner: A.M.E.T.Z. Corp. Esther Zaremski, President

Signature: Esther Zaremski                      4/27/18                      Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

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

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2021110200347001005E3030

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 4**

**Document ID: 2021110200347001** Document Date: 10-20-2021 Preparation Date: 11-16-2021  
Document Type: MEMORANDUM OF LEASE  
Document Page Count: 3

<b>PRESENTER:</b> INTRACOASTAL ABSTRACT CO., INC. 31 STEWART STREET INTRA-21-575 FLORAL PARK, NY 11001 516-358-0505 RECORDINGDEPARTMENT@INTRACOASTALABSTR	<b>RETURN TO:</b> ADAM BAYROFF P.C. 31 STEWART STREET INTRA-21-575 FLORAL PARK, NY 11001 516-358-0505 RECORDINGDEPARTMENT@INTRACOASTALABSTR
---	---

PROPERTY DATA				
Borough	Block	Lot	Unit	Address
BRONX	3078	16	Entire Lot	608-618 EAST FORDHAM ROAD
<b>Property Type:</b> COMMERCIAL REAL ESTATE				

**CROSS REFERENCE DATA**  
CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

PARTIES	
<b>LESSOR:</b> A.M.E.T.Z. CORP. 53 RUTLEDGE AVENUE SCARSDALE, NY 11523	<b>LESSEE:</b> 608 E FORDHAM LLC C/O: ADAM B. BAYROFF P.C., 585 STEWART AVENUE, SUITE 546 GARDEN CITY, NY 11530

FEES AND TAXES			
<b>Mortgage :</b>		Filing Fee:	
Mortgage Amount:	\$	0.00	\$ 250.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:
Exemption:			\$ 0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:
City (Additional):	\$	0.00	\$ 18,850.00
Spec (Additional):	\$	0.00	
TASF:	\$	0.00	
MTA:	\$	0.00	
NYCTA:	\$	0.00	
Additional MRT:	\$	0.00	
<b>TOTAL:</b>	\$	0.00	
Recording Fee:	\$	52.00	
Affidavit Fee:	\$	0.00	

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

**CITY OF NEW YORK**  
Recorded/Filed 11-22-2021 17:27  
City Register File No.(CRFN):  
**2021000461508**



*Annette McMill*

**City Register Official Signature**

**MEMORANDUM OF LEASE**

WHEN RECORDED, RETURN TO:

Adam B. Bayroff P.C.  
585 Stewart Avenue – Suite 546  
Garden City, New York 11530  
Attn: Adam B. Bayroff, Esq.

THIS MEMORANDUM OF LEASE is dated this 20<sup>th</sup> day of October, 2021, by and between A.M.E.T.Z. CORP., a New York corporation ("Landlord"), whose mailing address is: 53 Rutledge Avenue, Scarsdale, New York 11523 and 608 E Fordham LLC, a New York limited liability company ("Tenant"), whose mailing address is: 161-10A Union Turnpike, 2<sup>nd</sup> Floor, Flushing, New York 11361.

Landlord hereby grants, demises and leases the premises ("Premises") described below to Tenant upon the following terms, all of which are more particularly described in that certain lease by and between Landlord and Tenant dated as of August 31, 2020 ("Lease"):

1. **Description of Premises:** The land and improvements known as 608-618 East Fordham Road, Bronx, New York ("Property"). The legal description of the Property is attached hereto as Exhibit A.
2. **Lease Term:** Ninety-Nine (99) years commencing on the Commencement Date (as defined in the Lease).

The purpose of this Memorandum of Lease is to give notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

**LANDLORD**

A.M.E.T.Z. CORP.

By: Esther Zarembski  
Esther Zarembski, President

**TENANT**

608 E FORDHAM LLC

By: Benjamin Yunatunov  
Benjamin Yunatunov, Sole Member

STATE OF NEW YORK )

) ss.

COUNTY OF WESTCHESTER )

On December 20, 2021, before me, the undersigned, a notary public in and for said State, personally appeared ESTHER ZAREMBSKI personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] [SEAL]  
NOTARY PUBLIC

JERRY F. KEBRDLE II  
Notary Public, State of New York  
No. 02KE5018264  
Qualified in Westchester County  
Commission Expires Sept. 20, 2025

STATE OF NEW YORK )

) ss.

COUNTY OF Queens )

On October 4, 2021, before me, the undersigned, a notary public in and for said State, personally appeared BENJAMIN YUNATANOV personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] [SEAL]  
NOTARY PUBLIC

ADAM B. BAYROFF  
Notary Public, State of New York  
No. 02BA4918359  
Qualified in Nassau County  
Commission Expires Jan. 4, 2022

EXHIBIT A

DESCRIPTION OF PROPERTY

MAIN PARCEL-PARCEL A

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

BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened,

RUNNING THENCE southerly along the said westerly side of Hughes Avenue, 128 feet; and

THENCE westerly and at right angles to the said westerly side of Hughes Avenue, 100 feet;

THENCE northerly and at right angles to the last mentioned course, 108.29 feet to the southerly side of Fordham Road, as legally opened;

THENCE easterly along the said southerly side of Fordham Road, as legally opened, 101.93 feet to the point or place of BEGINNING.

STRIP PARCEL – PARCEL B

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

BEGINNING at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened; and

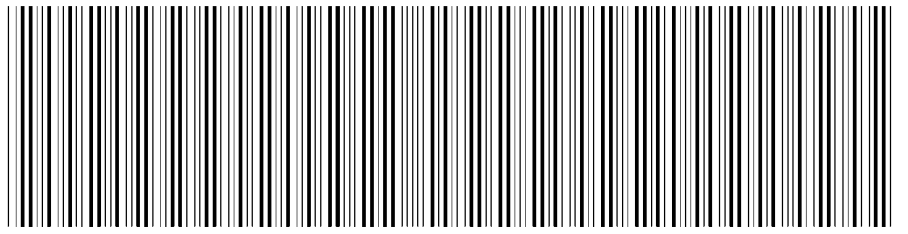
RUNNING THENCE westerly along the said southerly side of Fordham Road, as legally opened, 101.93 feet;

THENCE northerly and parallel to the said westerly side of Hughes Avenue, 3.43 feet to the southerly side of Fordham Road, as on the Final Maps;

THENCE easterly along the said southerly side of Fordham Road, as on the Final Maps, 101.85 feet to the westerly side of Hughes Avenue;

THENCE southerly along the westerly side of Hughes Avenue, 3.07 feet to the aforesaid corner at the point or place of BEGINNING.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2021110200347001005SFEB1

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2021110200347001**

Document Date: 10-20-2021

Preparation Date: 11-16-2021

Document Type: MEMORANDUM OF LEASE

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING  
SMOKE DETECTOR AFFIDAVIT

1  
1



The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

## Customer Registration Form for Water and Sewer Billing

### Property and Owner Information:

- (1) Property receiving service: BOROUGH: BRONX                      BLOCK: 3078                      LOT: 16
- (2) Property Address: 608-618 EAST FORDHAM ROAD, BRONX, NY 10458
- (3) Owner's Name:            608 E FORDHAM LLC
- Additional Name:

### Affirmation:



Your water & sewer bills will be sent to the property address shown above.

### Customer Billing Information:

#### Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit [www.nyc.gov/dep](http://www.nyc.gov/dep) to provide us with the other party's information.

### Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: Esther Zaczembsky Resident

Signature: Esther Zaczembsky                      10/20/2021                      Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:



**AFFIDAVIT OF COMPLIANCE  
WITH SMOKE DETECTOR REQUIREMENT  
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }  
County of Westchester } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at  
608-618 EAST FORDHAM ROAD

Street Address Unit/Apt.

BRONX New York, 3078 16 (the "Premises");  
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

A.M.E.T.2. Corp  
Name of Grantor (Type or Print)

Esther Zarenbski  
Signature of Grantor  
Esther Zarenbski, as President

Sworn to before me  
this 20<sup>th</sup> day of October 2021

JERRY E. KEBRDLE II  
Notary Public, State of New York  
No. 02KE5018264  
Qualified in Westchester County  
Commission Expires Sept. 20, 2022

Name of Grantee (Type or Print)

X   
Signature of Grantee  
Benjamin Yuratanov

Sworn to before me  
this 4<sup>th</sup> day of October 2021

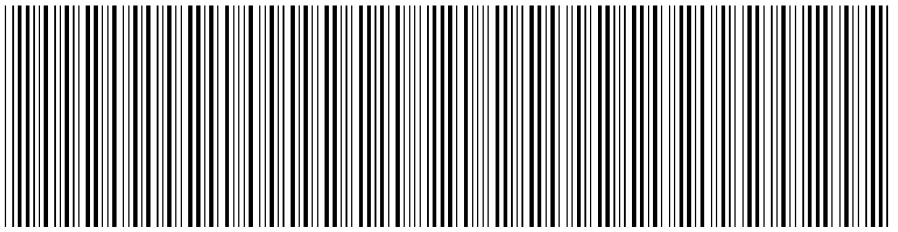
ADAM B. BAYROFF  
Notary Public, State of New York  
No. 02BA4918359  
Qualified in Nassau County  
Commission Expires Jan. 4, 2022

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**

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

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2022052400575001001EA178

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 4**

**Document ID: 2022052400575001**

Document Date: 04-27-2022

Preparation Date: 05-24-2022

Document Type: ASSIGNMENT OF LEASE

Document Page Count: 3

**PRESENTER:**

WORLD WIDE LAND TRANSFER  
8 NESHAMINY INTERPLEX DRIVE  
LT-25569-NY-S  
TREVOSE, PA 19053  
215-245-5650  
RECORDINGS@WWLANDTRANSFER.COM

**RETURN TO:**

WORLD WIDE LAND TRANSFER  
8 NESHAMINY INTERPLEX DRIVE  
LT-25569-NY-S  
TREVOSE, PA 19053  
215-245-5650  
RECORDINGS@WWLANDTRANSFER.COM

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BRONX	3078	16	Entire Lot	608 EAST FORDHAM ROAD
<b>Property Type: COMMERCIAL REAL ESTATE</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**PARTY 1:**

608 E FORDHAM LLC  
161-10A UNION TURNPIKE, 2ND FLOOR  
FLUSHING, NY 11366

**PARTY 2:**

GC FORDHAM ROAD DEVELOPMENT LLC  
15 CENTER DRIVE  
ROSLYN, NY 11576

**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: \$ 52.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 100.00

NYC Real Property Transfer Tax:

\$ 111,562.50

NYS Real Estate Transfer Tax:

\$ 27,625.00

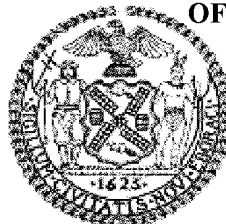
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 06-03-2022 12:44

City Register File No.(CRFN):

**2022000223172**



*Annette McMill*

**City Register Official Signature**

### ASSIGNMENT AND ASSUMPTION OF LEASE

WHEREAS, 608 E FORDHAM LLC, having an address at 161-10A Union Turnpike, 2<sup>nd</sup> Floor, Flushing, New York 11366 ("Assignor"), is the tenant under that certain Lease dated as of August 31, 2020 (as amended, the "Lease") for the real property and improvements known commonly as 608-618 East Fordham Road, Bronx, New York (Block 3078, Lot 16) (the "Premises") as more particularly described on Exhibit A attached hereto; and

WHEREAS, a Memorandum of Lease was recorded on November 22, 2021 in the office of the City Register, Bronx County as CRFN2021000461508 with respect to the Lease;

WHEREAS, Assignor desires to assign to GC FORDHAM ROAD DEVELOPMENT LLC, a New York limited liability company ("Assignee"), and Assignee desires to acquire from Assignor, Assignor's interest as Tenant in and to the Lease.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Assignor hereby assigns to Assignee and its successors and assigns, without recourse or representation whatsoever, except as set forth in that certain Assignment Agreement, dated as of February 17, 2022, by and between Assignor and Assignee, all of Assignor's rights, title and interests as the tenant under the Lease to have and to hold the same from and after the date hereof.

2. Assignee hereby assumes all the obligations on the part of the tenant under the Lease from and after the date hereof.

3. This Assignment and Assumption Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange of signature pages by facsimile or by e-mail by Portable Document Format (PDF) transmission shall constitute effective delivery of such signature pages and may be used in lieu of the original signature pages for all purposes. At either party's request, both parties hereto shall execute and deliver to each other originally-executed conforming duplicates of this Assignment and Assumption Agreement.

4. If any part of this Assignment and Assumption Agreement is held to be unenforceable or invalid for any reason, the balance of this Assignment and Assumption Agreement shall not be affected and shall remain in full force and effect. The covenants, conditions, agreements, terms and provisions of this Assignment and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereof and each of their respective permitted successors and assigns. This Assignment and Assumption Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Assignment Agreement as of this 27<sup>th</sup> day of April, 2022.

ASSIGNOR:

608 E FORDHAM LLC

By: [Signature]  
Benjamin Yunanator, Authorized Signatory

ASSIGNEE:

GC FORDHAM ROAD DEVELOPMENT LLC

By: [Signature]  
Vijay Gogia, Authorized Signatory

STATE OF NEW YORK :

COUNTY OF New York :

ss.

On the 10 day of February in the year 2022, before me, the undersigned, personally appeared Vijay Gogia, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

[Signature]  
Notary Public

STATE OF NEW YORK :

COUNTY OF NASSAU :

ss.

ERIC ORENSTEIN  
NOTARY PUBLIC, State of New York  
No. 02OR6141733  
Qualified in Nassau County  
Commission Expires February 27, 2022

On the 26<sup>th</sup> day of April in the year 2022, before me, the undersigned, personally appeared Benjamin Yunanator, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

[Signature]  
Notary Public

ADAM B. BAYROFF  
Notary Public, State of New York  
No. 02BA4918359  
Qualified in Nassau County  
Commission Expires Jan. 4, 2026

## Exhibit A

### Legal Description of Premises

#### **Main Parcel – Parcel A**

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

**BEGINNING** at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened;

**RUNNING THENCE** southerly along the said westerly side of Hughes Avenue, 128 feet;

**RUNNING THENCE** westerly and at right angles to the said westerly side of Hughes Avenue, 100 feet;

**RUNNING THENCE** northerly and at right angles to the last mentioned course, 108.29 feet to the southerly side of Fordham Road, as legally opened;

**RUNNING THENCE** easterly along the said southerly side of Fordham Road, legally opened, 101.93 feet to the point or place of **BEGINNING**.

#### **Strip Parcel – Parcel B**

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

**BEGINNING** at the corner formed by the intersection of the westerly side of Hughes Avenue, as legally opened, with the southerly side of Fordham Road, as legally opened;

**RUNNING THENCE** westerly along the southerly side of Fordham Road, as legally opened, 101.93 feet;

**RUNNING THENCE** northerly and parallel to the said westerly side of Hughes Avenue, 3.43 feet to the southerly side of Fordham Road, as on the Final Maps;

**RUNNING THENCE** easterly along the southerly side of Fordham Road, as on the Final Maps, 101.85 feet to the westerly side of Hughes Avenue;

**RUNNING THENCE** southerly along the westerly side of Hughes Avenue, 3.07 feet to the aforesaid corner at the point or place of **BEGINNING**.

#### **FOR INFORMATION ONLY:**

**SAID** premises also being known as Block 3078 Lot 16 on the Official Tax Map of the City of New York in the County of Bronx.

**SAID** premises being intended to be the same premises as conveyed in Memorandum of Lease in CRFN 2021000461508.



## APPENDIX F SITE ACCESS PROOF

LEASE

THIS LEASE ("Lease" or "lease") is made as of the 31st day of August, 2020, by and between A.M.E.T.Z. CORP. ("Landlord"), a New York corporation, having an address 53 Rutledge Avenue, Scarsdale, New York 11523 and 608 E FORDHAM LLC ("Tenant"), a New York limited liability company, having an address at 161-10a Union Turnpike, 2<sup>nd</sup> Floor, Flushing, New York 11366.

WITNESSETH:

Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the premises (the "Premises") consisting of the land (the "Land") described on Exhibit A annexed hereto, all rights, privileges and appurtenances benefiting the Land, including, without limitation, all development rights and all air rights (but only for use in development of the Premises and not for sale purposes) relating thereto, all buildings and other improvements (the "Improvements") (which term shall include all fixtures and equipment which form an integral part of the real estate) now or hereafter located on the Land and all of Landlord's right, title and interest regarding the current use and occupancy of the Land.

Tenant accepts this Lease SUBJECT TO:

(a) All liens, encumbrances and other matters set forth on Exhibit C annexed hereto and made a part hereof provided and on condition that same do not render Tenant's leasehold position unmarketable or uninsurable or impair or prevent Tenant from being able to construct the New Building (as hereinafter defined) (collectively, the "Permitted Exceptions");

(b) All Legal Requirements (as hereinafter defined) provided however, that any violations of Legal Requirements that arise or occur prior to the Commencement Date (as hereinafter defined), regardless of when posted, shall be the obligation of Landlord to cure and have removed of record at Landlord's sole cost and expense (unless same arise or result from the acts or omissions of Tenant or Tenant Parties [as hereinafter defined]); and

(c) The physical condition, including Environmental Condition, and state of repair of the Premises on the date of this Lease.

ARTICLE I

Term

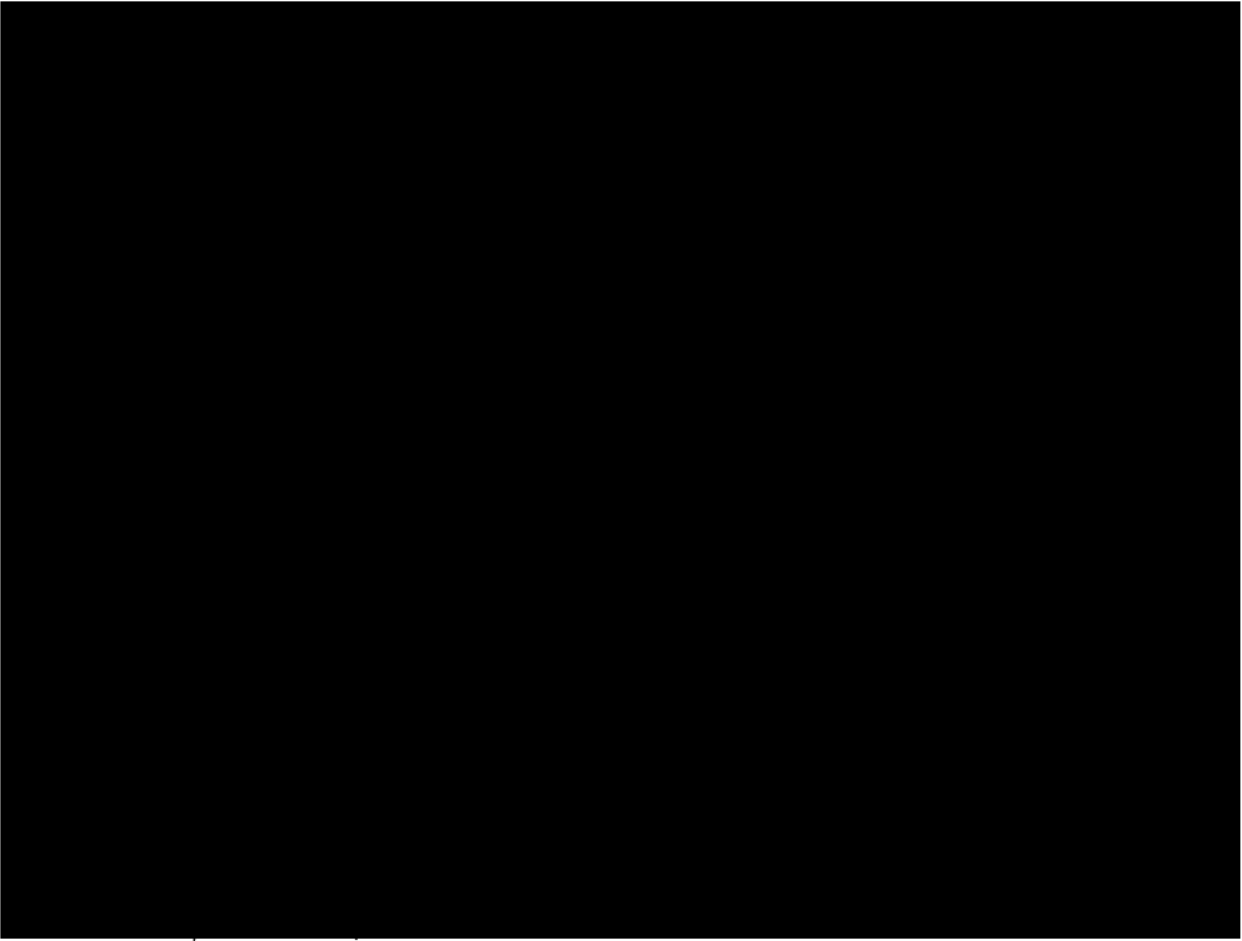
Section 1.01 The Premises are leased to Tenant for a term of ninety-nine (99) years (the "Term") commencing on the later to occur of (i) September 1, 2020 or (ii) the date possession of the Premises is delivered to Tenant vacant and free of all tenancies or rights of occupancy of any other parties (the "Commencement Date"), and expiring on the last day of the ninety-ninth (99<sup>th</sup>) Lease Year (as hereinafter defined) (the "Expiration Date"), unless sooner terminated pursuant to the terms hereof.

Section 1.02 A "Lease Year" shall mean for the first Lease Year, the period beginning on the Commencement Date and ending on the last day of the month in which the first (1<sup>st</sup>) anniversary of the Commencement Date occurs and, thereafter, each consecutive 12-month period during the Term.

ARTICLE 2

Fixed Rent

Section 2.01 Tenant shall pay to Landlord (or its designee) fixed rent ("Fixed Rent") during the Term, in the following amounts:



Section 2.02 Fixed Rent shall be paid in equal monthly installments, in advance, on the first day of each calendar month during the Term (provided, however, that the Fixed Rent for the first month of the Term shall be paid upon the expiration of the Due Diligence Period). All payments of Fixed Rent and all other amounts payable by Tenant under this Lease shall be paid without the necessity of notice or demand (except as otherwise specifically provided herein); and without deduction or setoff whatsoever, in lawful money of the United States of America, by check drawn on a bank which is a member of the New York City Clearing House, having offices in New York City, at the office of Landlord or at such other place as Landlord may designate, from time to time. If the Commencement Date is other than the first day of a calendar month, then on the Commencement Date, Tenant shall pay to Landlord prorated Fixed Rent for the first month of the Term, as applicable, and thereafter, all monthly installments of Fixed Rent shall be due and payable on the first day of each calendar month.

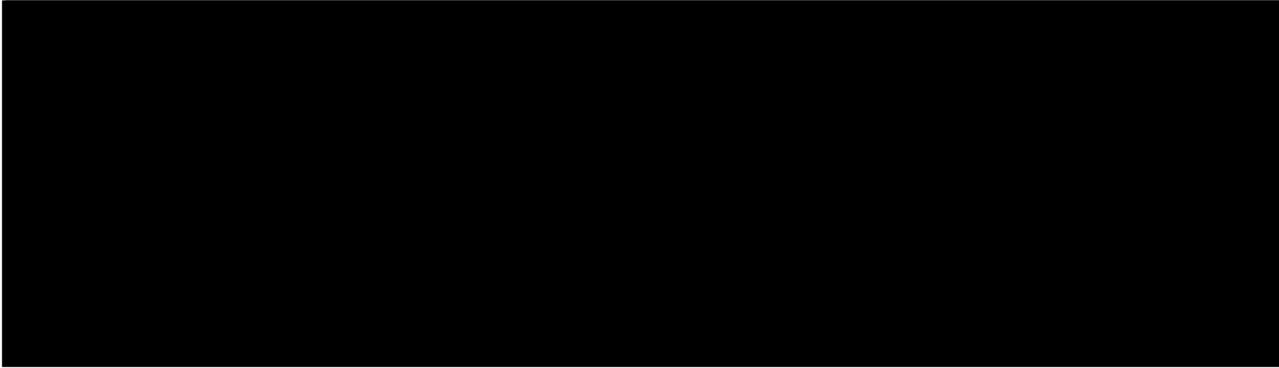
### ARTICLE 3

#### Additional Rent, Net Lease

Section 3.01 In addition to Fixed Rent, Tenant shall pay and discharge as additional rent ("Additional Rent") all costs, impositions, expenses and other sums required to be paid by Tenant to Landlord (or its designees) under the terms of this Lease, whether or not any are specifically designated as "Additional Rent". In the event of any non-payment of Additional Rent when due, Landlord shall have all the rights and remedies provided for in this Lease, or by law, for non-payment of Additional Rent as if it were the non-payment of Fixed Rent.

Section 3.02 Except as expressly provided to the contrary in this Lease, this Lease is intended to be, and shall be construed as, an absolutely "net" lease, whereby under all circumstances and conditions (whether now or hereafter existing or whether or not now within the contemplation of the parties), the Fixed Rent shall be a completely net return to Landlord; and Tenant shall pay, and shall indemnify and hold harmless Landlord from and against, any and all claims, losses, damages, expenses, costs, fines, penalties, liabilities, obligations and charges whatsoever (including reasonable attorneys' fees and disbursements) which shall arise or be incurred, shall become due, or which shall be based upon any act or omission occurring during the Term, with respect to or in connection with the Premises or the ownership, leasing, operation, management, maintenance, repair, rebuilding, use or occupation of the Premises, other than debt service payable under any Mortgage (as hereinafter defined) and income tax obligations of Landlord, if any.





In addition to the foregoing interest charges applicable to the late payment of Additional Rent, if any Fixed Rent shall not be paid when the same is due, Tenant shall pay to Landlord, as Additional Rent, an amount equal to \$.04 for each dollar overdue, in order to defray Landlord's administrative costs in connection with such late payment.

Any Additional Rent for which no due date is specified in this Lease shall be due and payable within ten (10) business days after notice thereof has been given to Tenant.

Section 3.04 No abatement, diminution or reduction in Fixed Rent or Additional Rent shall be claimed by or allowed to Tenant for any inconvenience or interruption, cessation, delay or loss of business caused directly or indirectly, by any present or future Legal Requirement, or by priorities, rationing or curtailment of labor or materials, or by war, terrorism, civil commotion, strikes or riots, or by any other cause beyond the control of Landlord or Tenant, nor shall this Lease be affected by any such events (collectively, "Force Majeure"); and, except as expressly provided in Section 13.03 hereof, no diminution in the amount of the space used by Tenant caused by legally required changes in the construction, equipment, fixtures, operation or use of the Premises shall entitle Tenant to any abatement, diminution or reduction of the Fixed Rent, Additional Rent or any other charges required to be paid by Tenant under this Lease. Notwithstanding anything to the contrary contained herein, other than with respect to the payment of Fixed Rent and Additional Rent, Tenant shall not be liable for any delays in performing Tenant's obligations hereunder as a result of Force Majeure.

#### ARTICLE 4

##### **Use and Operation**

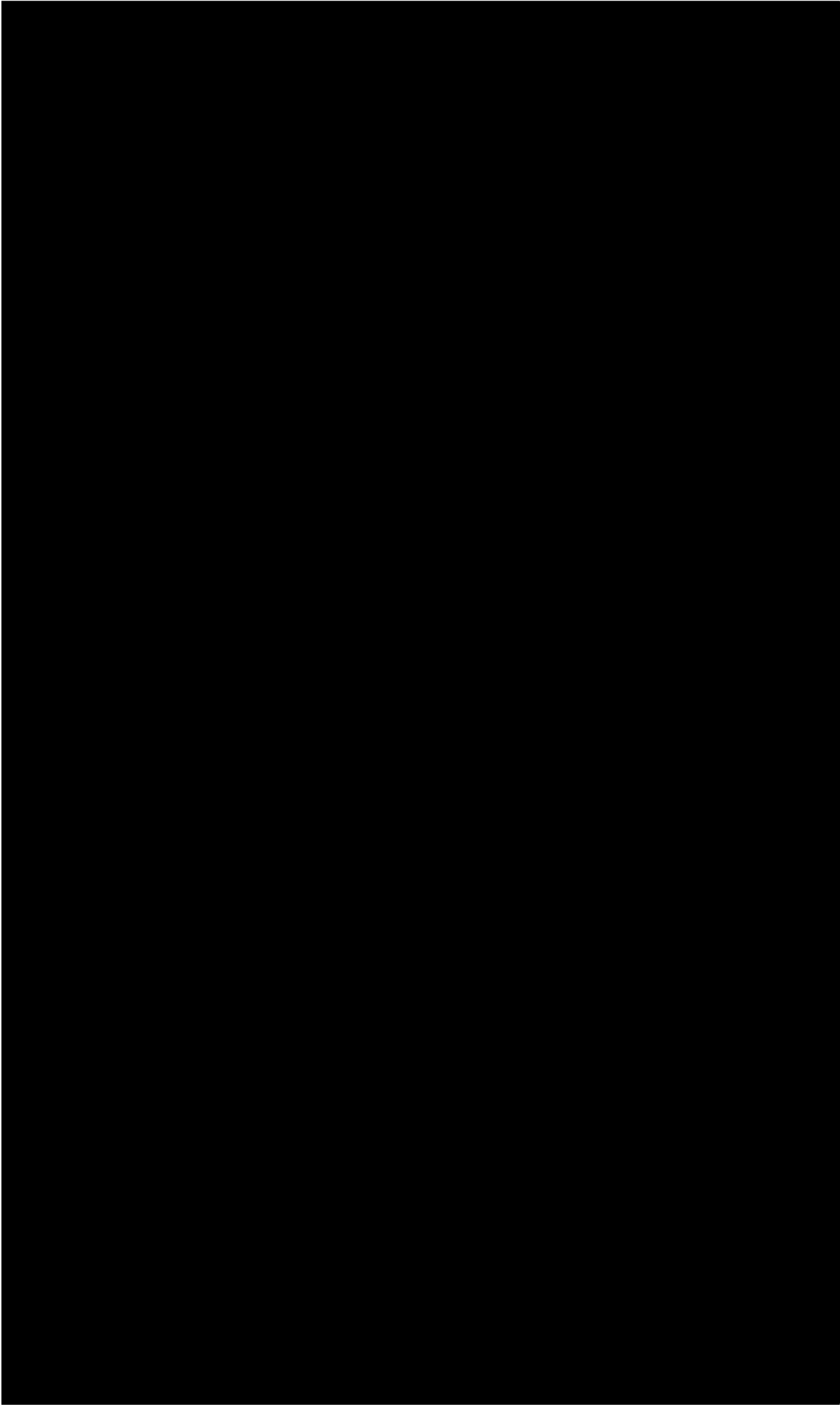
Section 4.01 Subject to the provisions of Article 34 hereof, the Premises may be used by Tenant for any lawful purpose and in accordance with all Legal Requirements and any Certificate of Occupancy affecting the Premises, as such may be amended from time to time by Tenant.

Section 4.02 Tenant shall not use or occupy, or permit the Premises to be used or occupied, in any manner that would violate any covenants or restrictions that are Permitted Exceptions.

#### ARTICLE 5

##### **Taxes and Other Charges**





## ARTICLE 6

### **Utilities and Maintenance Contracts**

Section 6.01 Tenant shall pay, or cause to be paid, all charges for gas, electricity, light, heat, water, sewerage, steam, air-conditioning and power, for telephone, protective and other communication services, and for all other public or private utility services (collectively, “Services”) which shall be used, rendered or supplied to or in connection with the Premises. Tenant shall comply (or cause any tenants or other occupants to comply) with all contracts relating to the Services and will do (or cause any tenants or other occupants to do) all other things required for the maintenance and continuance of all such Services as are necessary for the proper maintenance and operation of the Premises, including obtaining any required permits, licenses, approvals or authorizations. Landlord shall have no obligation to provide any Services whatsoever.

## ARTICLE 7

### **No Representations by Landlord**

Section 7.01 Tenant represents and acknowledges that Tenant has examined (or shall, during the Due Diligence Period examine) the title to and the physical condition of the Premises and agrees that, except as otherwise specifically set forth herein, to accept the Premises in its “as-is”, and without any representations or warranties of any kind or nature by Landlord as to the condition, profit or income potential, expenses of operation, state of title or permitted or potential use or occupancy or the zoning or other laws, regulations, rules and orders or taxes applicable to the Premises.

Section 7.02 Landlord represents, covenants and warrants to Tenant as follows:

- (i) There are no leases, tenancies, occupancies of any space in the Premises or any portion thereof; and
- (ii) No party has an option to purchase or lease or occupy in any manner the Premises or any portion thereof (including, without limitation, any air or development rights) or a right of first refusal or first offer with respect to a sale of the Premises (including, without limitation, any air or development rights).

## ARTICLE 8

### Repairs

Section 8.01 Tenant shall, at its sole cost and expense, take good care of the Premises and keep the Premises and all buildings, Improvements and their components (whether now existing or hereafter placed upon the Premises), including, without limitation, the roof, foundations and internal systems, the sidewalks, curbs and curb-cuts, in good and safe order, condition and repair. Tenant shall neither commit nor permit any waste or injury to the Premises. All repairs, restorations and replacements to the Premises shall be of good quality, sufficient for the proper maintenance and operation of the Premises and shall be constructed and installed in compliance with all Legal Requirements, at Tenant's sole cost and expense. Notwithstanding the foregoing, Tenant shall be entitled to raze or remove any structures erected on the Premises, provided same is conducted in compliance with the requirements of the Lease in regard thereto.

Section 8.02 Tenant assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance (and except as otherwise set forth herein, compliance with Legal Requirements) of the Premises, its buildings and improvements, the equipment and fixtures used in connection therewith, as well as the sidewalks, curbs and curb-cuts in front of and adjacent to same, and waives its right under any laws or other governmental authority to make the same at the expense of or liability to Landlord.

## ARTICLE 9

### Compliance with Laws

Section 9.01 Tenant shall, at Tenant's sole cost and expense, comply with the following (collectively, "Legal Requirements"):

(a) every statute, law, ordinance, code, regulation, order, permit, approval, license, judgment, restriction or rule of any Federal, State, municipal or other public or quasi-public body, agency, court, department, bureau, officer or authority having jurisdiction over the Premises or Tenant, whether present or future, foreseen or unforeseen, ordinary or extraordinary, whether or not the same are presently within the contemplation of Landlord and Tenant, whether or not the same involve any change of governmental policy, and whether or not the same require structural or extraordinary repairs, alterations or additions, which may be applicable to (i) the Premises; (ii) the use or occupation of the Premises, including any demolition, construction, alteration, structural change or addition of, in or to any Improvement; (iii) the removal of any encroachment, but only if required by order of any court, department or bureau having jurisdiction; (iv) any vault, sidewalk or other space in, under or over any street adjoining the Premises; or (v) any easements, covenants and restrictions affecting the Premises which are Permitted Exceptions; and

(b) every applicable regulation or order of any Board of Fire Underwriters, Insurance Services Office, Inc., Fire Insurance Rating Organization, or other body having similar functions, or of any liability or fire insurance company insuring the Premises, whether or not such compliance involves structural repairs or changes to be required on account of any

particular use to which the Premises may be put, and whether or not any such regulation or order be of a kind not now within the contemplation of Landlord and Tenant.

Section 9.02 Tenant may contest by due legal proceedings the validity of any Legal Requirement, and may postpone compliance during the contest, provided that: (i) such noncompliance shall not subject Landlord to any fine or penalty or to prosecution for a crime, or offense, or cause the Premises to be condemned, vacated, sold or foreclosed; (ii) such non-compliance will not result in any lien, charge, penalty, fine, or other liability of any kind against the Premises or against Landlord's or Tenant's interest in this Lease; (iii) Tenant shall prosecute the contest with due diligence, continuity, and in good faith to a final determination by a court, governmental department or authority or body having final jurisdiction, and (iv) Tenant shall indemnify and hold harmless the Indemnified Parties (as hereinafter defined) from and against any and all loss, cost, liability, claim, damage, and expense (including reasonable attorneys' fees and disbursements) incurred by any of the Indemnified Parties as a result of such non-compliance. Tenant shall keep Landlord informed as to the progress and outcome of any such contest and shall promptly furnish to Landlord such documentation in regard thereto as Landlord shall reasonably request. The provisions of Section 5.06 hereof shall be applicable to any contest conducted pursuant to this Section 9.02.

## ARTICLE 10

### **Hazardous Substances**

Section 10.01 For the purposes of this Lease, the following terms shall have the following definitions:

(a) "Hazardous Substances" shall mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant; (ii) radon gas, asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent to the extent such Environmental Condition emanates from the Premises; (iii) any substance, gas, material or chemical which is now or hereafter defined as or included in the definition of "hazardous substances", "toxic substances", "hazardous materials", "hazardous wastes" or words of similar import under any Environmental Laws; and (iv) any other chemical, material, gas or substance, the exposure to or release of which is or shall be hereafter prohibited, limited or regulated by any Environmental Law or any governmental authority entity having jurisdiction over Tenant, the Premises or the operations or activity at the Premises.

(b) "Environmental Laws" shall mean all Legal Requirements, currently enacted or hereafter enacted or in effect, relating to the protection of human health or the Environment, including, without limitation: (i) all Legal Requirements relating to reporting, licensing, permitting, investigation and redemption of emissions, discharges, Releases or Threat of Release of Hazardous Substances, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances; and (ii) all Legal Requirements pertaining to the protection of the health and safety of employees or the public.

(c) "Environment" shall mean soil, surface waters, groundwater, land, stream sediments, surface or subsurface strata and ambient air.

(d) "Environmental Condition" shall mean any condition with respect to the Environment on or at the Premises, whether or not yet discovered, which could reasonably be expected to or does actually result in any Environmental Damages, including any condition resulting from the operation of Tenant's business or the operation of the business of any subtenant, user or occupant of, or any other person at, the Premises or any activity or operation formerly conducted by any person or entity on or at the Premises.

(e) "Environmental Damages" shall mean all claims, judgments, damages (including punitive damages), losses, penalties, fines, liabilities (including strict liability),

encumbrances, liens, costs and expenses of investigation and defense of any Environmental Complaint, proceeding, investigation or claim, whether or not such is ultimately defeated, and of any settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, any of which are actually incurred at any time as a result of, or arising from: (i) any violation, alleged violation or threatened violation of any Environmental Law on or at the Premises made by any government entity having jurisdiction over any of the Environmental Laws, (ii) any Environmental Condition on, under, at or off the Premises to the extent such Environmental Condition emanates from the Premises, (iii) the existence of Hazardous Substances on, about or beneath the Premises or migrating to or from the Premises, or (iv) the Release or Threat of Release of Hazardous Substances into the Environment, occurring after the Commencement Date, and including: (A) damages for personal injury, disease or death or injury to property or natural resources occurring on or off the Premises, including lost profits, consequential damages, and the cost of demolition and rebuilding of any improvements; (B) diminution in the value of the Premises, and damages for the loss of or restriction on the use of the Premises; (C) fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with investigation, cleanup and remediation of any Environmental Condition, including the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal, abatement, containment, closure, restoration or monitoring work, or the investigation or defense of any Environmental Complaint, claim or proceeding; and (D) liability to any person or entity to indemnify such person or entity for costs expended in connection with the items referred to in this Subsection 10.01 (e).

(f) “Permit” shall mean any environmental permit, license, approval, consent or authorization required or issued pursuant to any Environmental Law.

(g) “Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping into the Environment.

(h) “Threat of Release” shall mean a substantial likelihood of a Release that requires action to prevent or mitigate damage to the Environment that may result from such Release.

Section 10.02 Tenant shall not cause any Hazardous Substances to be brought on, kept or used in or about the Premises except to the extent that such Hazardous Substances is necessary or customary in connection with Tenant’s business at or from the Premises and provided that the same is used, kept, stored and disposed of in a manner that complies with all Environmental Laws and Legal Requirements. Additionally, subsequent to the Commencement Date, Tenant shall in its subleases, restrict each subtenant or other occupant or any other party from bringing on, keeping or using in and above the Premises any Hazardous Substances except to the extent that such Hazardous Substances is necessary or customary in connection with the business of any subtenant or other occupant of the Premises and provided that the same is used, kept, stored and disposed of in a manner that complies with all Environmental Laws and Legal Requirements.

Section 10.03 Tenant shall, at its sole cost and expense, during the Term, comply (and direct the subtenants of the Premises to comply) with all Environmental Laws including any and all Environmental Laws currently or hereafter applicable to Tenant, the Premises and any activities conducted at or from the Premises including, without limitation, those which place the obligation to comply with such Environmental Laws on Landlord, it being the parties’ express intent that such obligation shall be borne by Tenant.

Section 10.04 If Tenant receives any written notice from any governmental entity having jurisdiction over Tenant, the Premises or any person conducting any activity at or from the Premises of a violation of Environmental Laws (an “Environmental Complaint”), Tenant shall give prompt oral and written notice of same to Landlord detailing all relevant facts and circumstances known to Tenant, and shall forward copies of any written notices it receives. If a violation of Environmental Laws occurs, Tenant shall promptly undertake and complete or cause its subtenant to undertake and complete with due diligence and continuity the remediation of such condition and the restoration of the Premises in conformance with all Legal Requirements and Environmental Laws, to the satisfaction of that governmental agency exercising jurisdiction

over the violation or Release, and upon conclusion of such remediation and restoration activities, Tenant shall obtain or cause its subtenant to obtain from the applicable governmental authority asserting jurisdiction, a "Closure" Letter or "No Further Action" letter, or their then customary equivalent, with respect to any such Environmental Complaint, violation, order or directive, and shall take whatever actions may be reasonably necessary in order to obtain either of such letters and bring such Environmental Complaint, violation, order or directive to final resolution.

Section 10.05 Tenant hereby releases and indemnifies and holds harmless Landlord, and its members, managers, directors, officers, shareholders, employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, affiliates, mortgagees, trustees, partners and principals (collectively, the "Indemnified Parties") from and against any and all Environmental Damages including, without limitation, Environmental Damages resulting from a breach of Section 10.02 hereof. This obligation shall include the burden and expense of defending all claims, suits, investigations and administrative proceedings (with counsel reasonably satisfactory to Landlord and chosen by Tenant), even if such claims, suits, investigations or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties, interest, administrative costs, fines or other sums due against the Indemnified Parties. Without limiting the foregoing, if the presence or Release of any Hazardous Material on or from the Premises results in any contamination of the Premises, Tenant shall promptly take all actions at its sole cost and expense as are necessary to return the Premises to the condition existing prior to the introduction of such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, the terms of this Section 10.05 shall not apply in the event that the Environmental Damages arise from or are the result of the acts or omission of any of the Indemnified Parties during the Term (each, an "Indemnified Party Environmental Event")

Section 10.06 In the event that Tenant shall default in its obligations under this Article 10 beyond any applicable notice or cure period (except in the event of an emergency, in which event the expiration of such notice or cure period shall be inapplicable), Landlord shall have the right, but not the obligation, to exercise any of its rights as provided in Article 15 hereof to enter onto the Premises or to take such actions as it deems reasonably necessary or reasonably advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with any Environmental Condition, Hazardous Substances, Release, Threatened Release or Environmental Complaint upon its obtaining knowledge of such matters independently or by receipt of any notice from any person or entity, including any governmental authority having jurisdiction over Tenant or the Premises or Landlord as owner of the Premises.

Section 10.07 Landlord and Tenant each reserve all available rights and remedies against any third parties in connection with any Environmental Complaint.

Section 10.08 The provisions of the foregoing sections of this Article 10 shall survive the Expiration Date or sooner termination of this Lease.







## ARTICLE 12

### **Damage and Destruction**

Section 12.01 If any Improvements shall be destroyed or damaged by any cause whatsoever, Tenant shall promptly so notify Landlord. Tenant shall, at its sole cost and expense, and whether or not the net amount of any insurance proceeds (the "Insurance Proceeds") shall be available or sufficient for the purpose, restore, repair, replace or rebuild the same to substantially the value and rentable square footage as existed immediately prior to the damage or destruction. Such restoration, repairs, replacements or rebuilding (collectively, "Casualty Restoration") shall be commenced promptly and prosecuted to completion with reasonable diligence and continuity. All Casualty Restoration shall be performed in accordance with Article 20 hereof. The Insurance Proceeds shall be made available for the payment of the cost of the Casualty Restoration only as provided in Article 14 hereof.

Section 12.02 No destruction of or damage to the Premises, or to any Improvement, furniture, furnishings, fixtures, equipment or other property, shall permit Tenant to surrender this Lease or shall relieve Tenant from its liability to pay the full Fixed Rent and Additional Rent payable under this Lease, or from any of its other obligations under this Lease, or shall entitle Landlord to cancel or terminate the Lease, or accept the surrender thereof, without the prior written consent of the Leasehold Mortgagee. Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Premises, or to any suspension, abatement or reduction of any rent on account of any such destruction or damage.

## ARTICLE 13

### **Condemnation**

Section 13.01 If all of the Premises shall be taken for any public or quasi-public use under any statute, or by right of eminent domain, or if it be acquired by or under the sponsorship of governmental authority under threat of condemnation, or if any substantial part of the Premises shall be so taken whereby the remaining part not so taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design and construction as existed immediately prior to the taking, as reasonably determined by Tenant (either, a "Total Taking"), then, in either of such events, when possession of the Premises shall have been taken (or is otherwise required) by the condemning authority, the Term, and all rights of Tenant under this Lease, shall immediately terminate, and the Fixed Rent and any Additional Rent shall be apportioned and paid to the date of such termination.

Section 13.02 If a part of the Premises shall be taken but shall not constitute a Total Taking (a "Partial Taking"), then this Lease shall terminate ONLY as to that portion of the Premises so taken, and shall continue in full force and effect in regard to the remaining portion of the Premises not so taken, and Tenant shall, at its sole cost and expense, and whether or not the net amount of any condemnation award for the Improvements so taken, after payment to Landlord out of the Condemnation Award for the fair market value of the land so taken (the condemnation award as to either a Total Taking or a Partial Taking is referred to herein as the "Condemnation Award") shall be available or sufficient for the purpose, restore, repair, replace or rebuild the same as nearly as possible to the condition existing prior to the Partial Taking in consultation with the Leasehold Mortgagee and in accordance with the requirements of the Leasehold Mortgage. Such restoration, repairs, replacements or rebuilding (collectively, "Condemnation Restoration") shall be commenced promptly and prosecuted to completion with reasonable due diligence and continuity. All Condemnation Restorations shall be performed in accordance with Article 20 hereof. The Condemnation Award shall be made available for the payment of the cost of the Condemnation Restoration only as provided in Article 14 hereof.

Section 13.03 In the event of a Partial Taking, the annual Fixed Rent payable by Tenant hereunder shall, from and after the date on which the condemning authority takes possession, be reduced pro-rata in accordance with the rentable square foot area of that portion of the Improvements so taken, subject to subsequent increases as provided in Section 2.01 hereof, as pro-rated based upon such reduction. The amount of such reduction in Fixed Rent is referred to herein as the "Rent Reduction".

Section 13.04 If all or any portion of the Premises shall be so taken (or an easement placed thereon by governmental authority) for temporary use or temporary occupancy (a "Temporary Taking"), the foregoing provisions of this Article shall not apply and Tenant shall continue to pay the full amounts of the Fixed Rent and all Additional Rents, and except only to the extent that Tenant may be prevented from so doing pursuant to the terms of the order of the condemning authority, Tenant shall perform and observe all of the other terms, covenants, conditions and obligations of this Lease as though the Temporary Taking had not occurred. In the event of a Temporary Taking, Tenant shall be entitled to receive the entire amount of the condemnation award made for such taking (the "Temporary Taking Award"), whether paid by way of damages, rent, occupancy or easement payment or otherwise, subject to the rights of any Leasehold Mortgagee and the Leasehold Mortgage shall govern and prevail, unless the period of temporary use or occupancy shall extend beyond the Expiration Date in which case the Temporary Taking Award shall be apportioned between Landlord and Tenant as of the Expiration Date.

Section 13.05 In the event the Lease is terminated pursuant to Section 13.01 hereof, then Landlord and Tenant (subject to rights of any Leasehold Mortgagee) shall claim and participate in the Condemnation Award and related compensation (and effect advances and settlements, as the case may be) in the manner and priority as follows (the "Total Taking Award"):

(a) To pay any and all reasonable fees and expenses incurred in collecting the award for settlement; and

(b) To Landlord and Tenant with Landlord receiving Landlord's Percentage of the Aggregate Premises Award and Tenant receiving Tenant's Percentage of the Aggregate Premises Award.

(c) For purposes of this lease, the following terms shall have the following meanings:

(i) "Taking" shall mean either a Total Taking, a Partial Taking or a Temporary Taking, as applicable.

(ii) "Aggregate Premises Award," paid in connection with any Taking, shall mean the aggregate award(s) payable on the basis of, or attributable to, the Taking of the whole or any portion of the Land, the Improvements and/or any estate in any thereof (including, without limitation, the Leasehold Estate created by this Lease); and, in the case of a Taking which is less than a Total Taking, such "Aggregate Premises Award" shall include any award (or portion thereof) payable on the basis of restoration or other work necessitated by, or arising out of, such Taking.

(iii) "Value of the Leasehold Estate" shall mean the Market Value of Tenant's Leasehold Estate determined as if such Leasehold Estate is unencumbered by any lien representing a monetary obligation (such as a Leasehold Mortgage) but inclusive of (i) all rights of Tenant under this Lease and (ii) the value of Tenant's interest in the Improvements then in existence as of the date of such determination; provided the Value of the Leasehold Estate shall exclude the value of Landlord's reversionary interest as of such date in the Land and the Improvements upon the expiration of the Term.

(iv) "Value of the Fee Estate" shall mean the Market Value of Landlord's Fee Estate determined as if such Fee Estate was unencumbered by any lien representing a monetary obligation (such as a Mortgage), inclusive of (i) all rights of Landlord under this Lease, and (ii) the value of Landlord's reversionary interest as of such date in the Land and the Improvements upon the expiration of the Term.

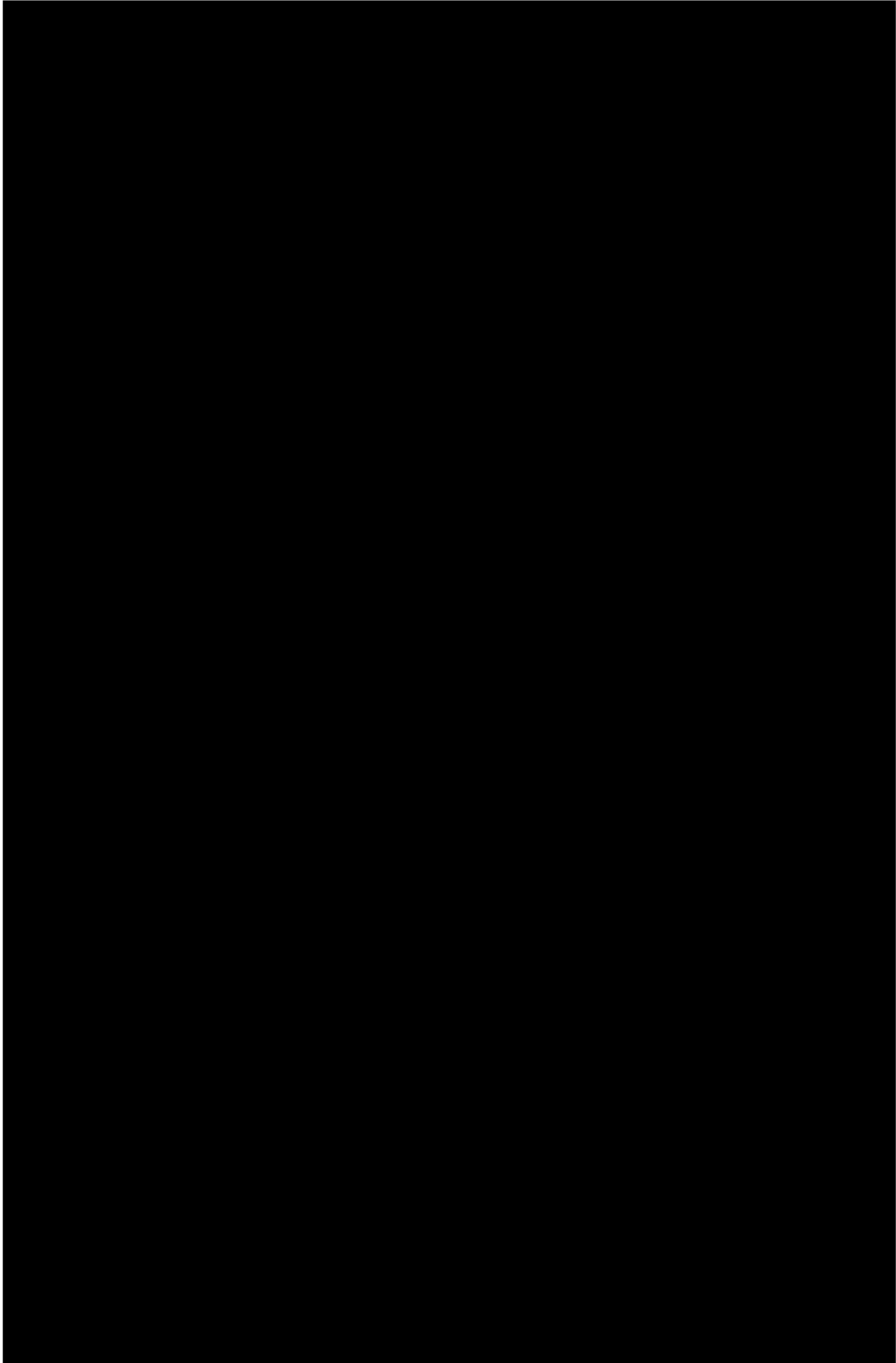
(v) "Landlord's Percentage" shall mean the percentage represented by a fraction, the numerator of which is the Value of the Fee Estate and the denominator of which is the sum of the Value of the Fee Estate plus the Value of the Leasehold Estate.

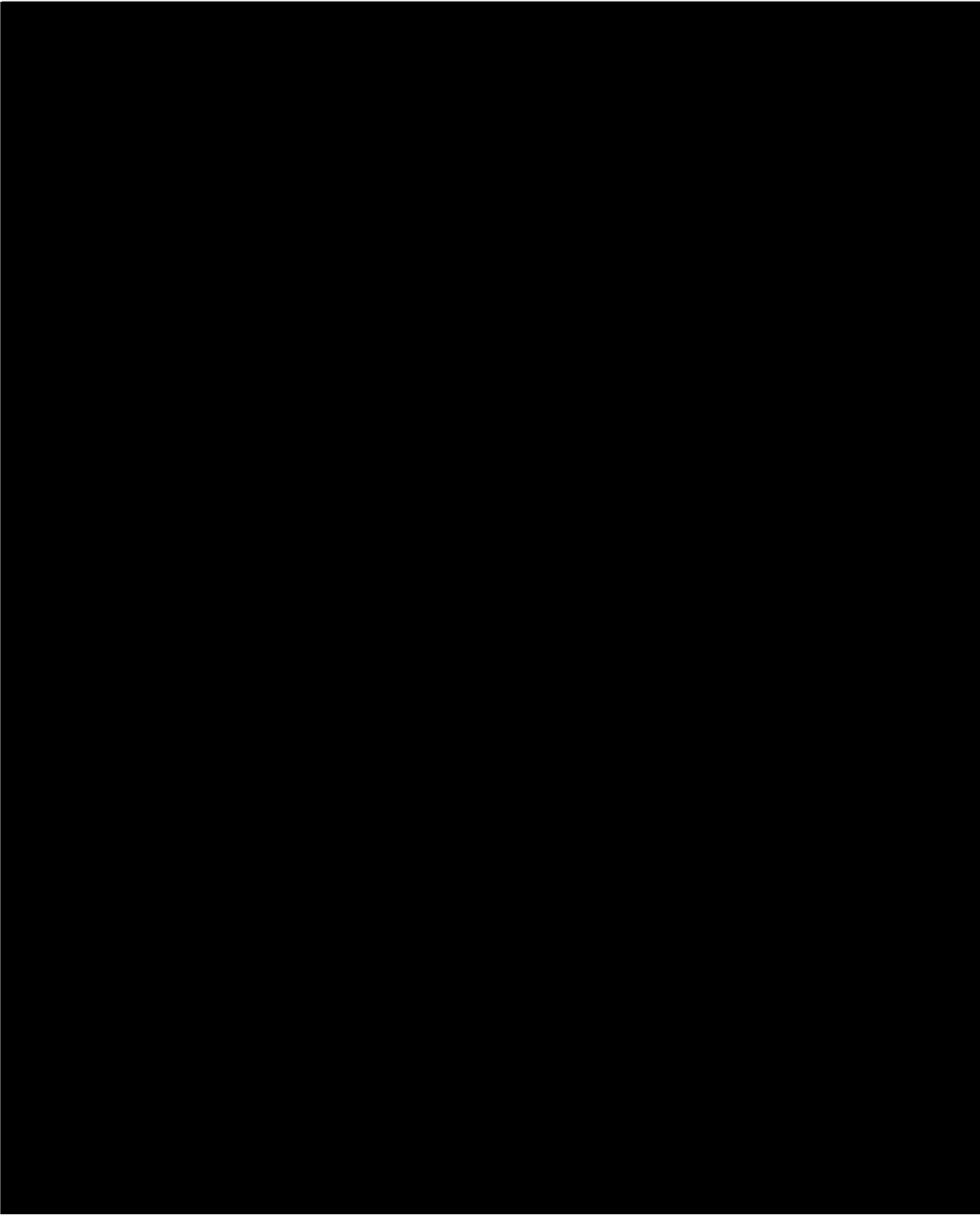
(vi) "Tenant's Percentage" shall mean the percentage represented by a fraction, the numerator of which is the Value of the Leasehold Estate and the denominator of which is the sum of the Value of the Fee Estate plus the Value of the Leasehold Estate.

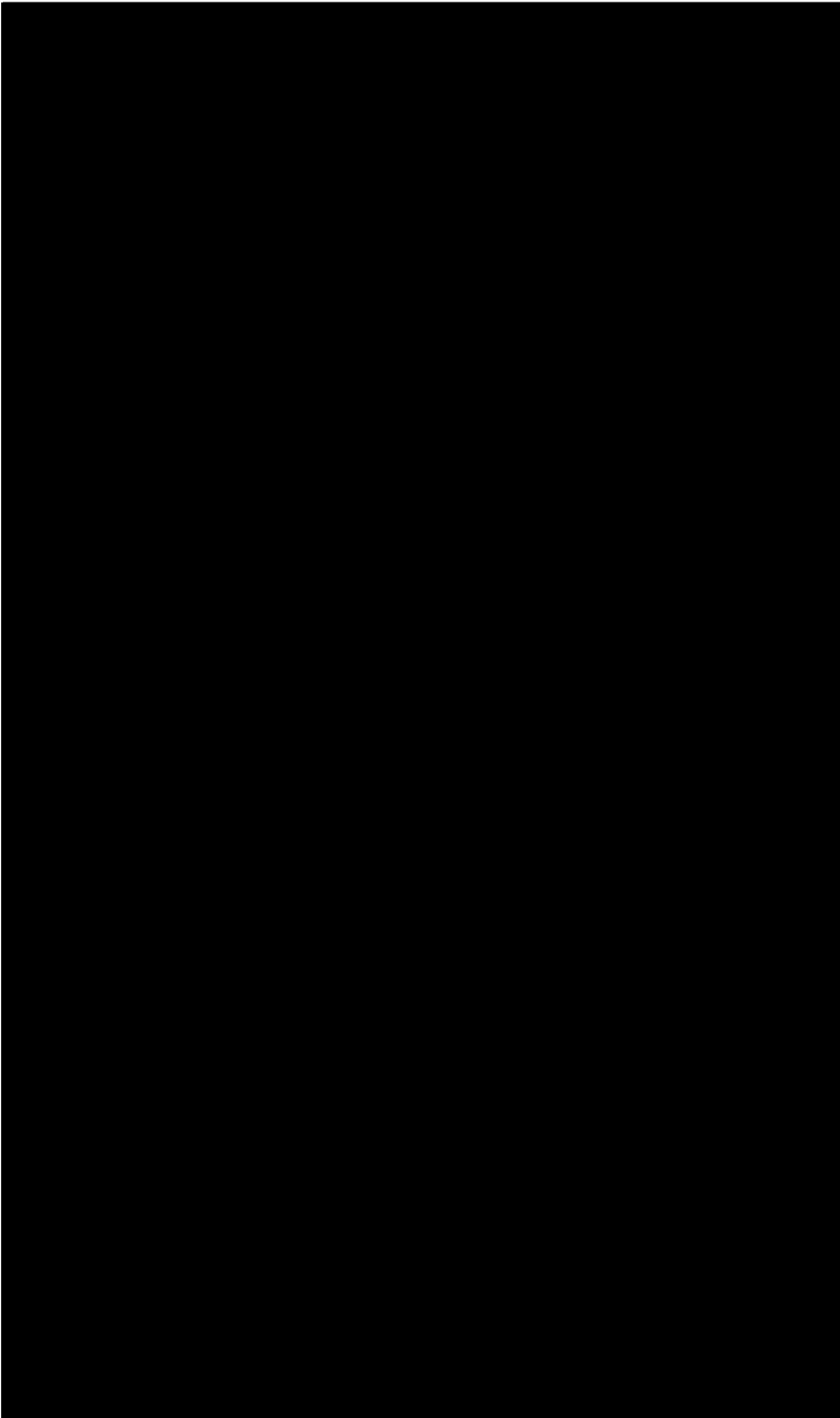
(vii) "Market Value" means the price which a particular interest in real property (whether the Fee Estate or the Leasehold Estate, as the case may be) should bring in an open market, the buyer and seller (or assignee and assignor in the case of the sale of the Leasehold Estate) each acting prudently and knowledgeably, which amount shall be determined by mutual agreement of Landlord and Tenant; provided, however, that if such mutual agreement shall not timely occur, then by appraisal in accordance with the provisions of Exhibit F annexed hereto and made a part hereof (provided that in such event, all references in Exhibit F to Value of the Premises shall be deemed to be Market Value).

Section 13.06 While the parties shall cooperate with each other's claims in condemnation, no agreement with any condemning authority in settlement or under threat of any condemnation shall not be made by Tenant without the prior written approval of the Qualified Leasehold Mortgagee and the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Each shall have the right to accept independently advances of its portion of the Condemnation Award as provided above.

Section 13.07 Any interest paid on any Condemnation Award shall be paid to the party or parties receiving such award, pro-rata.





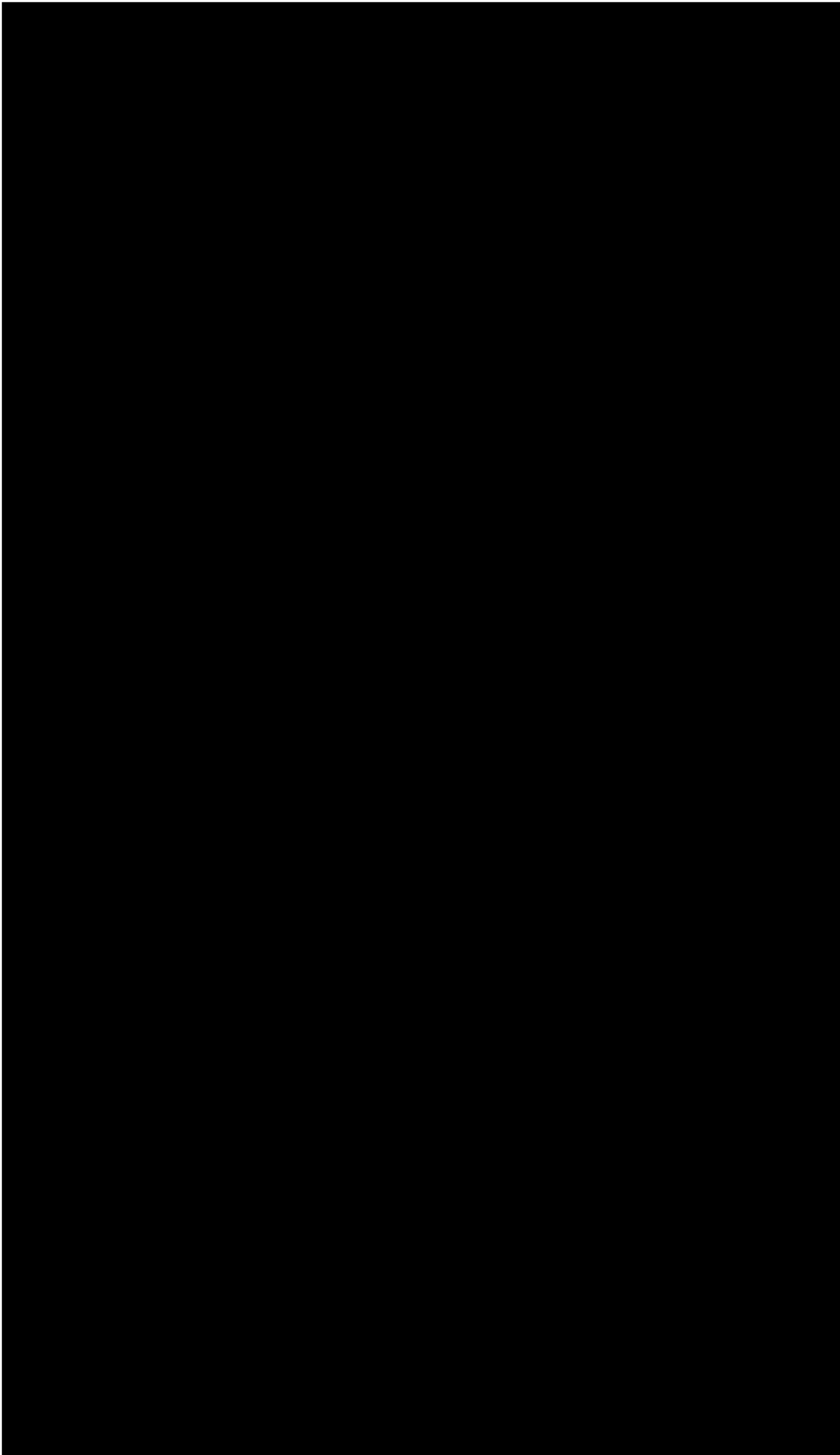






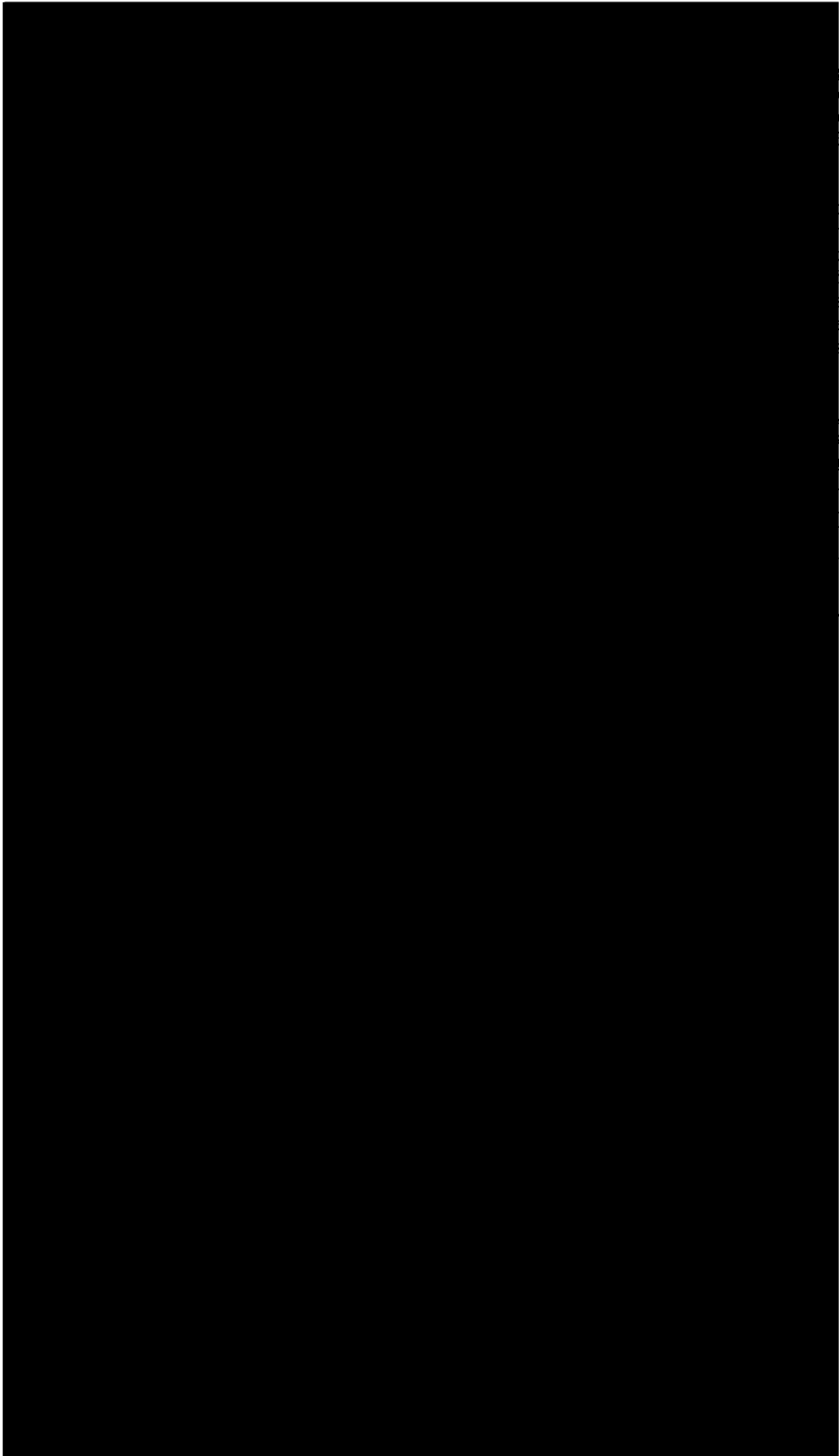












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## ARTICLE 19

### Access to Premises

Section 19.01 Tenant shall permit Landlord and any Mortgagee or prospective mortgagee of Landlord or prospective purchaser (and the authorized representatives of each) to enter the Premises at all reasonable times, during normal business hours, with reasonable notice (which may be oral), or without notice in the case of an emergency, for the purpose of inspecting, surveying and/or appraising the Premises and for the purpose of permitting Landlord or any such Mortgagee (or their authorized representatives) to exercise any right or remedy provided in Article 15 or Article 16 of this Lease, provided and on condition that such access can and shall be conducted without unreasonable interference to Tenant and the subtenants and other occupants of the Premises.

## ARTICLE 20

### Alterations

Section 20.01 Except as expressly provided in this Lease, Tenant shall not remove, demolish, improve, alter or change the Improvements, New Building or any replacement thereof.

Section 20.02 Subject to the terms and conditions of this Article 20, Tenant may, at any time and from time to time, at its sole cost and expense, make alterations, additional installations, substitutions, improvements and decorations (collectively, "Alterations") in and to the New Building or any replacement thereof provided that:

(a) The cost of any Alteration performed by Tenant shall be paid promptly so that the New Building or any replacements thereof shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the New Building or any replacements thereof.

(b) No Alteration shall be undertaken until Tenant shall have delivered to Landlord insurance policies or certificates therefor issued by responsible insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence reasonably satisfactory to Landlord of such payments, for worker's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the New Building or any replacement thereof, and, unless the liability insurance then in effect with respect to the New Building or any replacement thereof shall cover the risk, owner's protective liability insurance expressly covering the additional hazards resulting from the Alteration and work thereon with limits not less than those, and otherwise subject to the same conditions and requirements, set forth in Article 11 hereof with respect to the liability insurance required thereunder. If under the provisions of any fire, liability or other insurance policy or policies then covering the New Building or any replacement thereof or any part thereof any consent to such Alteration by said insurance company or companies issuing such policy or policies shall be required to continue and keep such policy or policies in full force and effect, Tenant shall obtain such consents and pay any additional premiums or charges therefor that may be imposed by said insurance company or companies.

(c) No Alterations estimated by Tenant's architect or engineer to cost \$1,000,000 or more (as such amount shall be increased from time to time by an amount equal to the product of \$1,000,000 and the percentage of increase, if any, in the CPI in effect on the date in question over the CPI in effect on the Commencement Date) shall be undertaken except under the supervision of a licensed architect or licensed professional engineer.

(d) No Alterations estimated by Tenant's architect or engineer to cost \$1,000,000 or more (as such amount shall be increased from time to time by an amount equal to the product of \$1,000,000 and the percentage of increase, if any, in the CPI in effect on the date

in question over the CPI in effect on the Commencement Date) shall be undertaken prior to Tenant delivering to Landlord either (i) a performance bond and a labor and materials payment bond (issued by a surety company reasonably satisfactory to Landlord and licensed to do business in New York State), each in an amount equal to 100% of the estimated cost and otherwise in the form customarily used in the industry at such time, from any contractor or subcontractor whose contract price equals or exceeds \$1,000,000.00, or (ii) a guaranty of completion from Tenant's principal in form and substance reasonably satisfactory to Landlord, or (iii) such other security for the completion of the Alterations reasonably satisfactory to Landlord, or (iv) evidence reasonably satisfactory to Landlord that Tenant has the ability to complete and pay for in full the Alterations (provided, however, that the requirement of this Subsection 20.02(d) shall not apply to any tenant improvement work performed by any subtenant).

(e) Intentionally Omitted.

(f) The Alterations shall not weaken (except to a de minimus extent) or materially impair the structure, materially reduce the size or materially lessen the value of, the New Building or any replacement thereof, as evidenced by a certificate of a reputable architect or engineer licensed by the State of New York.

(g) After the completion of such Alterations, the air conditioning, elevator, plumbing, electrical, sanitary, mechanical and other service or utility systems of the New Building or any replacement thereof shall be adequate to service the New Building or any replacement thereof and meet the requirements of subtenants under their subleases.

(h) Before proceeding with any Alterations, Tenant shall give notice thereof to Landlord and shall submit to Landlord (for informational purposes only) three (3) copies of all plans and specifications required by the New York City Department of Buildings or other governmental authority having jurisdiction thereover.

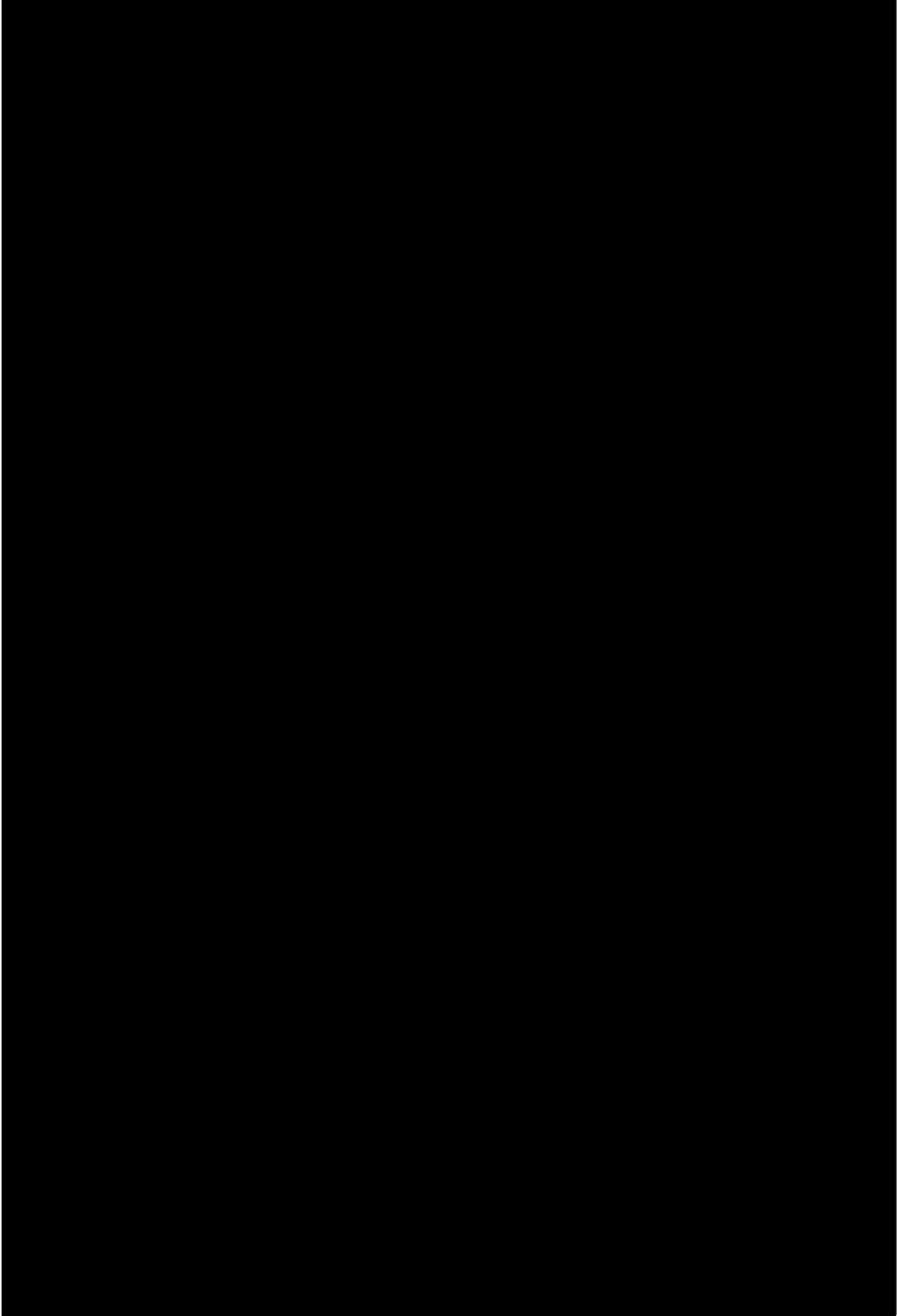
(i) Within six (6) months after the completion of such Alterations, Tenant shall provide Landlord with a set of "as built" plans reflecting such Alterations.

Section 20.03 Any Alterations made in compliance herewith shall be performed substantially in accordance with approved plans and specifications from the New York City Building Department (to the extent required), and no material amendments or material additions to the plans and specifications shall be made without compliance with the terms of this Article 20.

Section 20.04 Tenant, at its expense, shall (a) obtain all necessary governmental permits and authorizations for the commencement and prosecution of any Alterations and for final governmental approval (as evidenced by Certificate of Occupancy or like certification, if legally required) upon completion, and (b) cause the Alterations to be performed with all due diligence, in a good and workmanlike manner and in compliance with all applicable Legal Requirements and requirements of insurers of the New Building or any replacement thereof. Landlord shall not unreasonably refuse to join in the application for any such permit or authorization and shall reasonably cooperate with Tenant, without charge except to the extent Landlord's participation required is more than de minimis, in which case Tenant agrees to pay to Landlord, within ten (10) days after demand therefor, and as Additional Rent hereunder, all reasonable out-of-pocket third party expenses paid or incurred by Landlord in connection therewith, including the reasonable fees and expenses of any architect or engineer employed to review any such application. Landlord shall not be subject to any liability for the payment of any costs or expenses in connection with any such applications and Tenant hereby indemnifies and agrees to defend and hold Landlord harmless from and against any and all such costs and expenses. Copies of all required permits and authorizations shall be delivered to Landlord (for informational purposes only) prior to the commencement of any Alteration. Except in connection with demolition of the existing Improvements, no Alterations shall involve the removal of any fixtures, equipment or other property on the New Building or any replacement thereof if the same would result in a material diminution in value of the New Building or any replacement thereof.



Section 20.05 Except for any property belonging to subtenants at the New Building or any replacement thereof, all fixtures, equipment, improvements, Alterations and appurtenances attached to, or built into, the New Building by Tenant or any replacement thereof at the Commencement Date or during the Term, whether or not at the expense of Tenant, shall be and remain a part of the New Building or any replacement thereof, shall not be removed by Tenant except as expressly provided in this Lease and shall upon the expiration or termination of this Lease become the property of Landlord.





**ARTICLE 23**

**Quiet Enjoyment**

Section 23.01 If and so long as Tenant is not in default (after the expiration of any applicable notice and cure periods) under the terms and provisions of this Lease, Tenant shall quietly enjoy the Premises, subject, however, to the terms of this Lease.

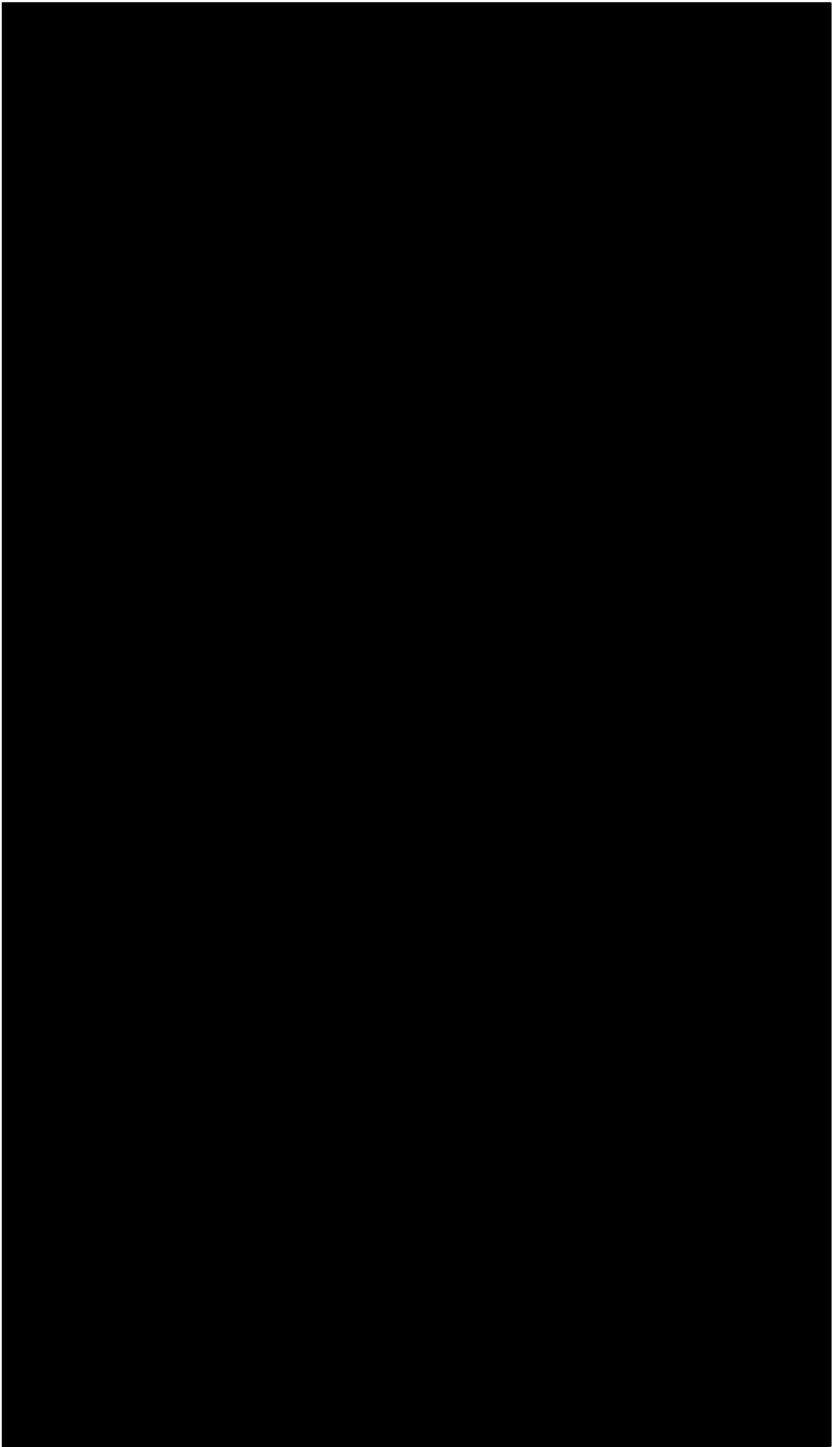
**ARTICLE 24**

**Memorandum of Lease; Transfer Taxes**

Section 24.01 This Lease shall not be recorded; however, at the request of either party, Landlord and Tenant shall execute, acknowledge and deliver a Memorandum of Lease in form suitable for recording with the New York City Register's Office in the form of Exhibit D

annexed hereto and made a part hereof. Tenant shall pay all recording charges in connection with such memorandum. The Tenant shall execute and deposit in escrow with the Landlord's attorneys, a Termination of Memorandum of Lease in the form of Exhibit E annexed hereto and made a part hereof, which may be released for recording upon the Expiration Date or sooner termination of this Lease in accordance with the provisions hereof, provided Tenant is no longer in possession.

Section 24.02 Tenant shall be responsible for the timely payment of all New York State and New York City Real Property Transfer Taxes (or equivalent impositions) payable in connection with the execution and delivery of this Lease (based upon a leasehold estate for an aggregate period having a maximum term of 99 years). In addition to the foregoing, the Tenant shall be responsible for the timely payment of any taxes imposed by reason of the Tenant's payment of transfer taxes which, were it not for this provision, might otherwise be imposed upon the Landlord by the various State and City authorities ("tax on tax"). Landlord shall not be liable for, and Tenant hereby indemnifies and holds the Indemnified Parties (as elsewhere herein defined) harmless from and against all transfer taxes, tax on tax, and any related liabilities, claims, damages, expenses, interest, fines or penalties, costs and reasonable counsel fees which relate to or arise out of the Tenant's breach of its responsibilities under this Section. Landlord and Tenant shall cooperate in the execution of such tax returns, affidavits and other documentation which may be required in connection with implementation of this Section. The responsibilities and obligations of Tenant under this Section are covenants of Tenant which shall survive the expiration or sooner termination of this Lease.



## ARTICLE 30

### **End of Term**

Section 30.01 Tenant shall, on or before the Expiration Date or on the sooner termination of this Lease, peaceably and quietly leave and surrender to Landlord the Premises, in good condition, reasonable wear and tear excepted, together with all Improvements which may have been made or placed upon the Premises, except movable furniture, movable personal property or movable trade fixtures put in at the expense of Tenant or subtenants. All property removable by Tenant pursuant to this Article 30 which shall not be removed by Tenant on or before the date when Tenant shall vacate and surrender the Premises shall be deemed abandoned by Tenant. On the Expiration Date or the sooner termination of this Lease, Tenant shall be obligated to surrender the Premises with there existing thereon (i) the Existing Building, if it has not been demolished, (ii) the New Building, if it has been constructed and no consent for its demolition or the construction of a building to replace the New Building has been granted by Landlord, or (iii) any building which replaces, with the consent of Landlord, the New Building, with a valid permanent certificate of occupancy for the building referred to in (i), (ii), (iii) or (iv) and all improvements at the Premises as exist as of such date.

Section 30.02 If Tenant remains in possession of the Premises after the Expiration Date, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a Tenant from month to month, at a monthly rental equal to one and one-half (1½) times the monthly installment of Fixed Rent payable during the last month of the Term and subject to all the other conditions, provisions and obligations of this Lease.

## ARTICLE 31

### **Landlord; Premises**

Section 31.01 As used in this Lease, the term "Landlord" means only the owner in fee of the Premises, so that, in the event of any transfer of the ownership interest in the Premises, the transferor shall, upon written assumption by the transferee of the obligations of Landlord hereunder, be entirely relieved of all covenants and obligations of Landlord under this Lease, except any such obligations which accrued prior to the date of transfer, and it shall be deemed and construed, without further agreement between the parties hereto, that such transferee has


assumed and agreed to carry out any and all covenants and obligations of Landlord under this Lease, subject to the provisions of Section 17.07 hereof.

Section 31.02 As used in this Lease, the term "Premises" shall mean and refer to the entire Premises and any part of the Premises.

## ARTICLE 32

### **No Termination**

Section 32.01 Except as otherwise specifically provided elsewhere herein, this Lease shall not terminate nor shall Tenant have any right to terminate this Lease; nor shall Tenant be entitled to any abatement, deduction, deferment, suspension or reduction of, or setoff, defense or counterclaim against, any rentals, charges, or other sums payable by Tenant under this Lease; nor shall the respective obligations of Landlord and Tenant be otherwise affected by reason of damage to or destruction of the Premises from whatever cause, any taking by condemnation, eminent domain (except as otherwise specifically provided elsewhere in this Lease) or by agreement between Landlord and those authorized to exercise such rights, the lawful or unlawful prohibition of Tenant's use of the Premises, the interference with such use by any persons or any eviction by paramount title, or for any other cause whether similar or dissimilar to the foregoing, any laws or other governmental authority to the contrary notwithstanding; it being the intention that the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and that the Fixed Rent and Additional Rent and all other charges and sums payable by Tenant under this Lease shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Lease. Tenant covenants and agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate, cancel, rescind or void this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceedings affecting Landlord or any assignee of, or successor to, Landlord, and notwithstanding any action with respect to this Lease that may be taken by a trustee, custodian or receiver of Landlord or any assignee of, or successor to, Landlord or by any court in any such proceeding.





## ARTICLE 34

### Construction of New Building

Section 34.01 (a) Notwithstanding any provision to the contrary herein contained, Tenant shall have the right, at Tenant's sole cost and expense, at such time as Tenant may elect in Tenant's sole discretion, to (i) commence to demolish any and/or all Improvements now existing on and under the Premises and (ii) commence and thereafter complete the construction of a building (or the modification of the existing building) on the Land (each, the "New Building"); provided, however, that in no event shall any part of the New Building or any replacement thereof be used for the sale of gasoline and motor fuels. The plans and specifications for the New Building shall be prepared by a duly qualified architect licensed in the State of New York and a copy thereof, as approved by all applicable governmental authorities, shall be furnished to Landlord (for informational purposes only) prior to the commencement of any work at the Premises. The New Building shall be of fireproof construction according to the standards and ratings of the New York Board of Fire Underwriters, Insurance Services Office, Inc. or other similar organizations, and shall be constructed in a good and workmanlike manner. It is understood that Tenant's obligations under this Lease are not contingent upon Tenant's ability to obtain a variance or building permits for improvements which exceed those available as of right.

(b) No excavation of the Premises, construction of the New Building or demolition of the existing Improvements shall be commenced until Tenant shall have obtained all required permits and approvals for such excavation, construction, or demolition, as applicable. Landlord agrees to cooperate with Tenant, as Tenant may reasonably request and at no cost to Tenant in connection with Tenant obtaining all required permits, approvals, certificates of occupancy and similar documents (including, without limitation, any application for zoning variances) (unless Landlord shall be required to attend hearings or take any actions other than the execution of documents, in which event Tenant shall reimburse Landlord for Landlord's reasonable costs and expenses in connection therewith) and, if required by the applicable governmental authority, Landlord shall execute in its name any applications required to obtain any of the foregoing. Tenant agrees to provide to Landlord, upon written request therefor, copies of all such required permits and approvals. All excavation, construction and demolition undertaken in accordance with the terms of this Lease shall be in conformity with all applicable Legal Requirements and the provisions of this Lease.

(c) The New Building (and any replacement thereof thereafter constructed) shall be a complete, independent building erected wholly within the boundary lines of the Land. Upon Completion (as hereinafter defined), upon written request therefor, Tenant shall furnish Landlord with an "as built" survey of the Premises, certified to Landlord, showing the location of the New Building in relation to the perimeter of the Land.

(d) Intentionally Omitted.

(e) No excavation, construction or demolition shall be commenced unless worker's compensation and employer's liability insurance has been procured to cover all persons employed by all contractors, subcontractors and operatives involved in connection with such excavation, construction, or demolition. Upon written request therefor, Tenant shall furnish Landlord with reasonably satisfactory evidence of same.

(f) The New Building shall remain the property of Tenant during the Term and shall revert to and become the absolute property of Landlord upon the expiration of the Term or its sooner termination in accordance with the provisions hereof. Tenant shall not demolish the New Building (in whole or in part) without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, provided that Tenant furnishes Landlord with such security or personal guarantees for the completion of the building replacing the New Building as may be reasonably satisfactory to Landlord.

(g) To secure its obligations to construct and pay for the New Building as herein provided, Tenant shall deliver to Landlord at least twenty (20) days prior to the commencement of any construction at the Premises, in Tenant's sole and absolute discretion, either (i) a Completion, Performance and Labor and Materials Payment Bond or Bonds (issued

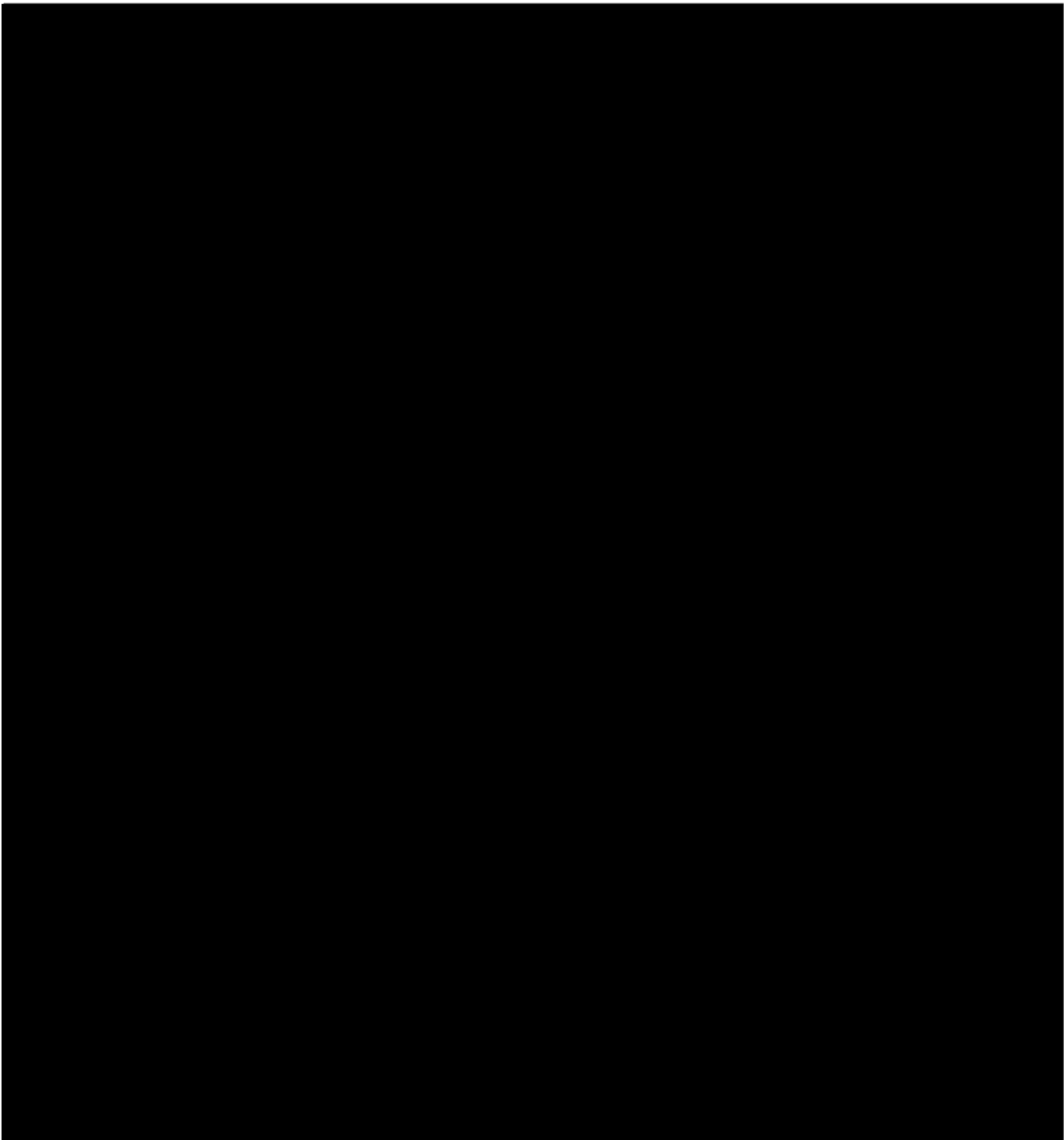
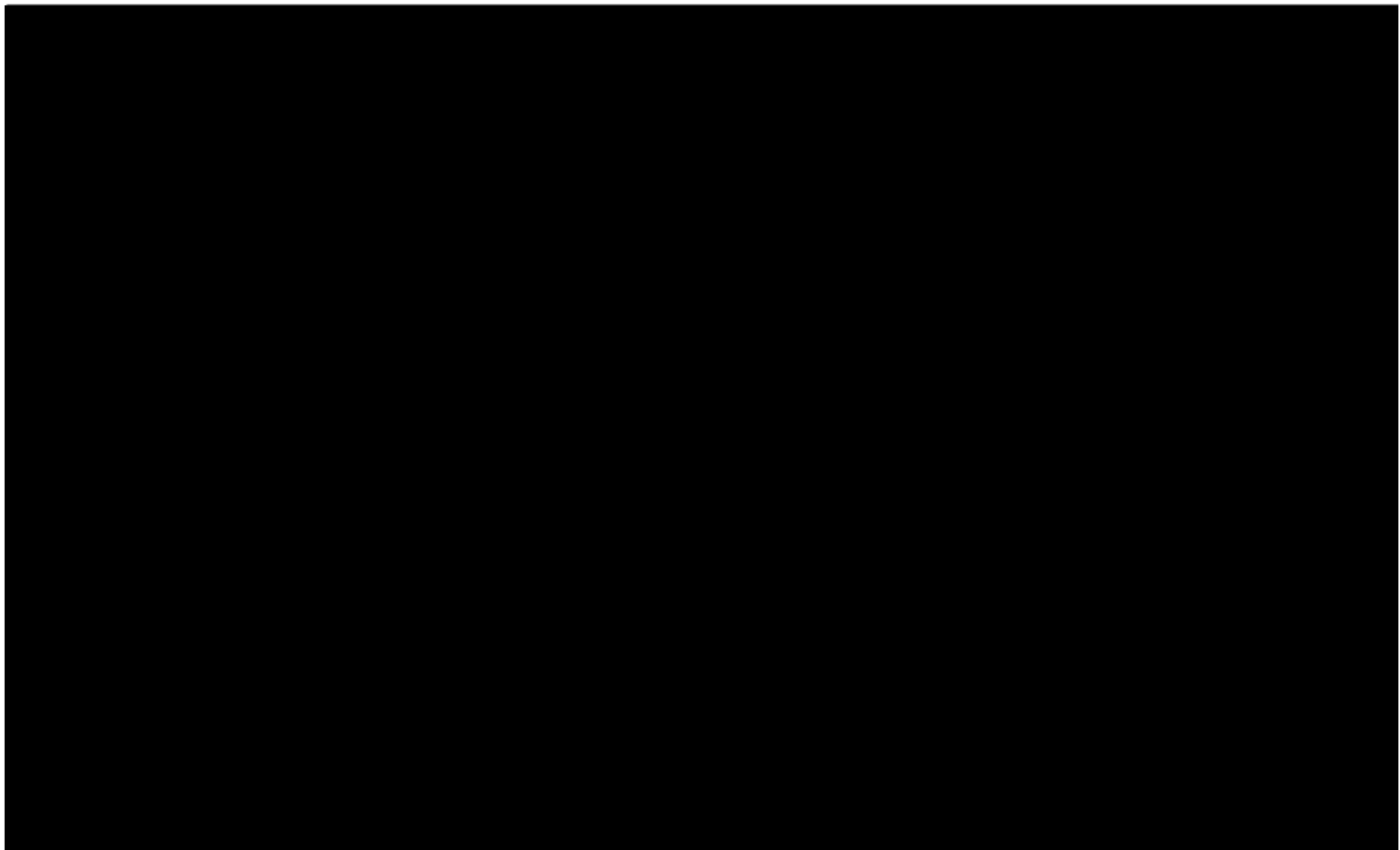


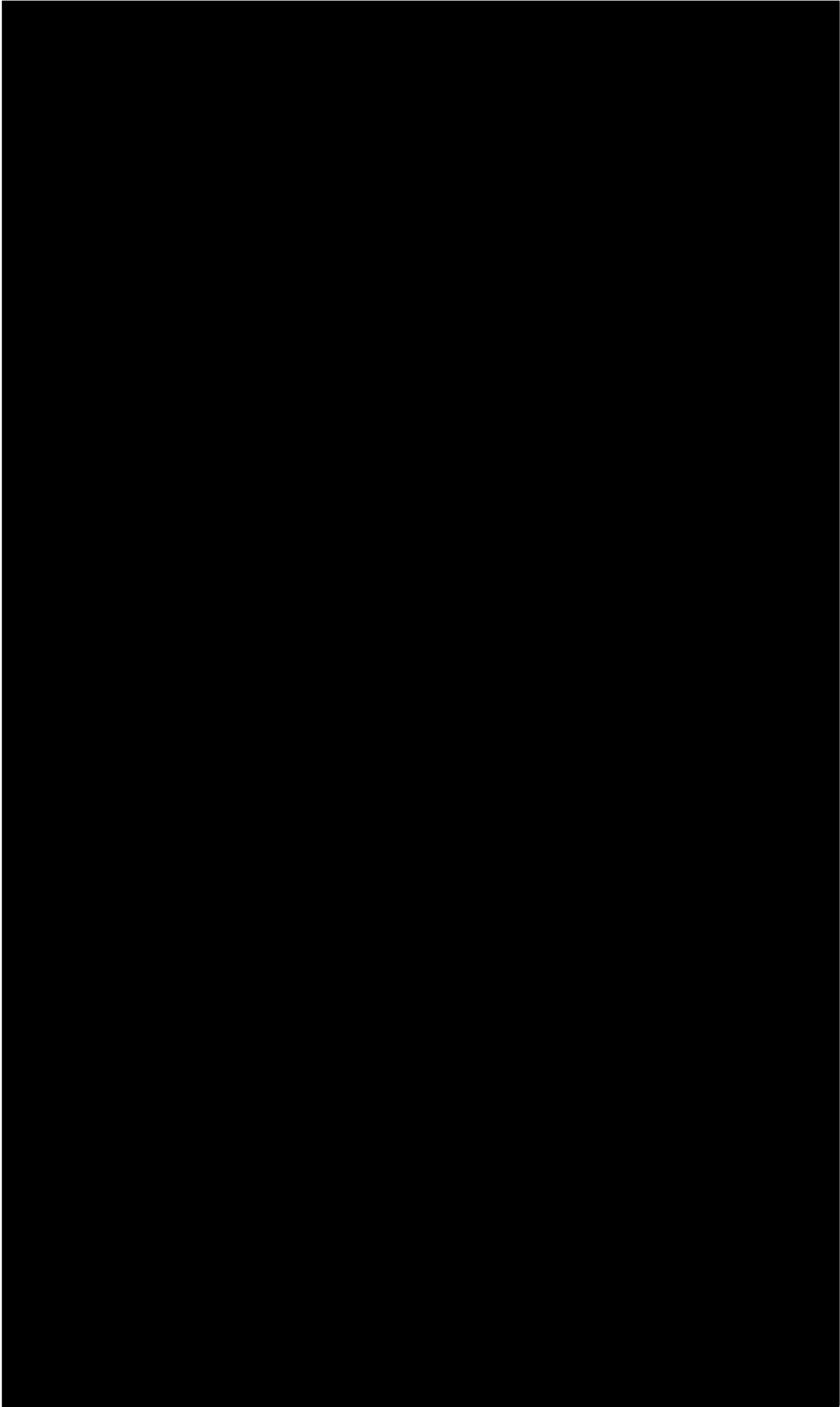
by a surety company reasonably satisfactory to Landlord and licensed to do business in New York State) ("Completion Bond"), (ii) a personal guaranty of completion from Tenant's principal (each of said Bond(s) or guaranty to be in form reasonably satisfactory to Landlord and in an amount as certified by Tenant's Architect or Professional Engineer who is the architect or engineer of record for the construction) or (iii) an amount equal to one (1) year's additional security (provided said amount shall be returned to Tenant upon the issuance of a Temporary Certificate of Occupancy). Notwithstanding anything to the contrary contained herein, Landlord shall have the right to require a Completion Bond in the event Tenant totally demolishes the existing Building prior to constructing the New Building (provided, however, that if the demolition is limited to just the existing car wash, in no event shall a Completion Bond be required).

(h) As used herein, "Completion" shall mean the occurrence of all of the following: (i) construction of the New Building shall be substantially completed in accordance with the plans and specifications therefor previously delivered to Landlord and in accordance with all Legal Requirements and Tenant's architect or engineer shall have certified to such effect to Landlord; (ii) a Temporary Certificate of Occupancy for the New Building and all other applicable permits necessary for the lawful use and occupancy of the New Building shall have been obtained; (iii) all conditions to completion as set forth in Tenant's construction loan shall have been substantially completed in all material respects; (iv) a final "as built" survey certified to Landlord shall have been delivered to Landlord; and (v) all costs relating to the construction of the New Building shall have been paid in full and final lien waivers from all contractors or other reasonably satisfactory evidence of lien free completion shall be delivered to Landlord. As used herein, "Completion Date" shall mean the date on which Completion shall have occurred.

Section 34.02 Within six (6) months after the Completion Date, Tenant shall provide Landlord with a set of "as built" plans for the New Building. Additionally, Tenant shall renew each temporary Certificate of Occupancy prior to its expiration date and shall use commercially reasonable good faith efforts to obtain a permanent Certificate of Occupancy subsequent to the completion of subtenant improvements to all or substantially all of the New Building.

Section 34.03 Landlord and Tenant expressly agree that Tenant will be treated as the owner of the New Building for tax purposes and that Landlord will not take advantage of any tax benefits available to the owner of the New Building.





IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Lease as of the date and year first set forth above.

A.M.E.T.Z. CORP., Landlord

By: Esther Zarembski  
Esther Zarembski, President

608 E FORDHAM LLC, Tenant

By: [Signature]  
Ben Yunason, Member

Esther Zarembski, Adjacent Lot Owner  
ESTHER ZAREMBSKI

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

OF ANY, AND THE INTEREST OF THE PROPERTY, BEING THE SAME;

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Bronx, City and State of New York, being more particularly bounded and described as follows;

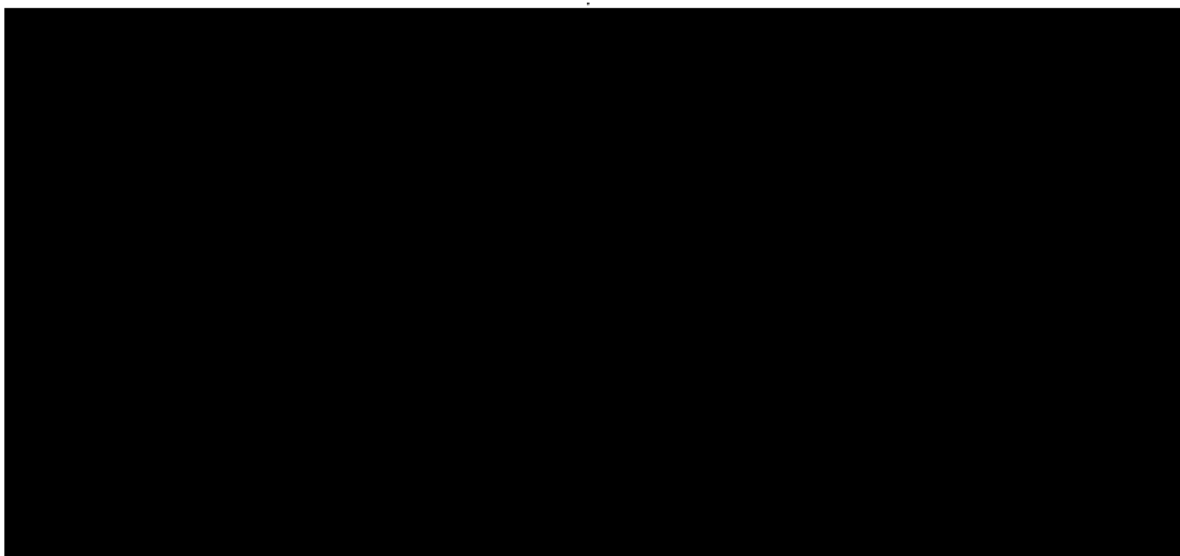
BEGINNING at a point on the southerly side of Fordham Road (formerly Palham Avenue) as the same presently laid out, distant 16.32 feet easterly from the corner formed by the intersection of the said southerly side of Fordham Road with the easterly side of Arthur Avenue as the same is now laid out;

RUNNING THENCE southerly on a line forming an interior angle with the southerly side of Fordham Road of 101 degrees 09 minutes 10 seconds 98.43 feet to a point;

RUNNING THENCE Easterly on a line forming a right angle with the last mentioned line 50 feet to a point;

RUNNING THENCE Northerly on a line forming a right angle with the last mentioned line 108.29 feet to a point on the southerly side of Fordham Road;

RUNNING THENCE Westerly along the southerly side of Fordham Road, 50.96 feet to the point or place of beginning.



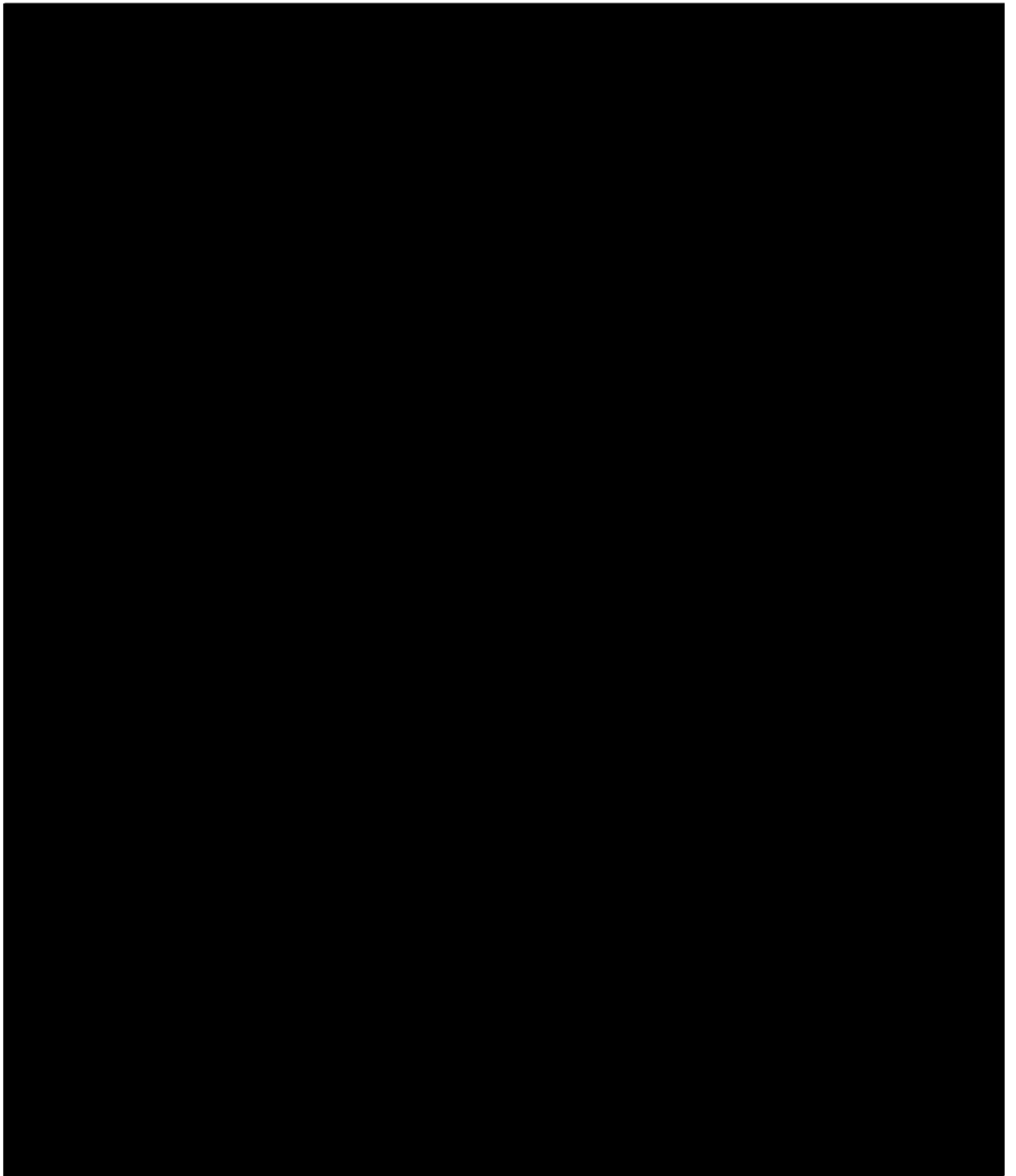


EXHIBIT D

MEMORANDUM OF LEASE

WHEN RECORDED, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

THIS MEMORANDUM OF LEASE is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, a \_\_\_\_\_ ("Landlord"), whose mailing address is: \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_ ("Tenant"), whose mailing address is: \_\_\_\_\_.

Landlord hereby grants, demises and leases the premises ("**Premises**") described below to Tenant upon the following terms, all of which are more particularly described in that certain lease by and between Landlord and Tenant dated as of \_\_\_\_\_, 20\_\_ ("**Lease**");

1. **Description of Premises:** The ground floor premises within the building known as \_\_\_\_\_ ("**Property**"). The legal description of the Property is attached hereto as Exhibit A.
2. **Initial Lease Term:** \_\_\_\_ ( ) years commencing on the Commencement Date (as defined in the **Lease**).
3. **Renewal Options:** Provided that Tenant is not in default (beyond applicable notice and cure periods) of its obligations under the Lease, Tenant shall have the option to extend the term of the Lease for \_\_ ( ) additional periods of \_\_ ( ) years each.

The purpose of this Memorandum of Lease is to give notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

IN WITNESS WHEREOF the parties have executed this Memorandum of Lease as of the dates set forth in their respective acknowledgments.

Witnesses:

"LANDLORD"

\_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_



Witnesses:

"TENANT" \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF NEW YORK )

) ss.

COUNTY OF NEW YORK )

On \_\_\_\_\_, 20\_\_, 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 person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_, 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 person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

[SEAL]

EXHIBIT E

TERMINATION OF MEMORANDUM OF LEASE

\_\_\_\_\_ After recording return to: \_\_\_\_\_  
\_\_\_\_\_  
Block \_\_\_\_\_ Lot \_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_

TERMINATION OF MEMORANDUM OF LEASE

This Termination of Memorandum of Lease (the "**Termination**") is dated \_\_\_\_\_, between \_\_\_\_\_, having an address at \_\_\_\_\_ ("Landlord") and \_\_\_\_\_, having an address at \_\_\_\_\_ ("Tenant").

Landlord and Tenant entered into that certain \_\_\_\_\_ Lease dated \_\_\_\_\_, 20\_\_\_\_ (the "**Lease**"), whereby Landlord has leased to Tenant that certain property with improvements and appurtenant easements, if any located at \_\_\_\_\_ New York, \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_ ( the "**Property**") as more fully described on Exhibit "A" attached hereto. The Lease is evidenced by a Memorandum of Lease dated \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, in the City Register of the City of New York in City Register File No. (CRFN \_\_\_\_\_) (the "**Memorandum**").

In the event that the Lease expires or is otherwise property terminated, landlord shall have the right to record this Termination to delete the Memorandum from the public record.

To indicate their agreement to the above, the parties or their authorized representatives or officers have duly executed this document. This Termination may may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

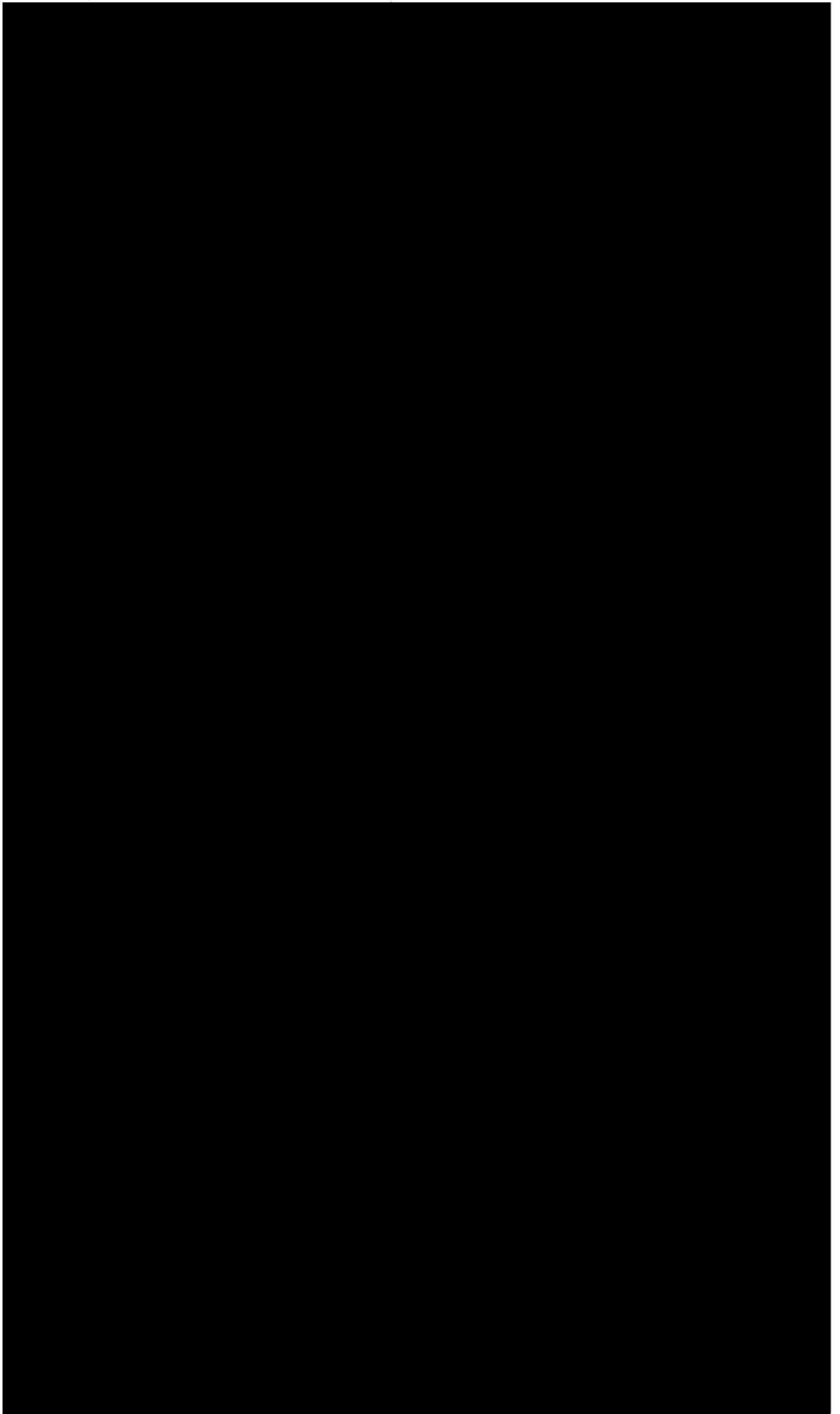
Landlord and Tenant covenant and agree to promptly execute such further instrument(s) and promptly take such further action(s) as may be required to fully effectuate the terms and provisions of this Termination. If either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Termination, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses for attorneys' fees paralegal fees and disbursements incurred therein y the successful party. Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post-judgment proceedings.

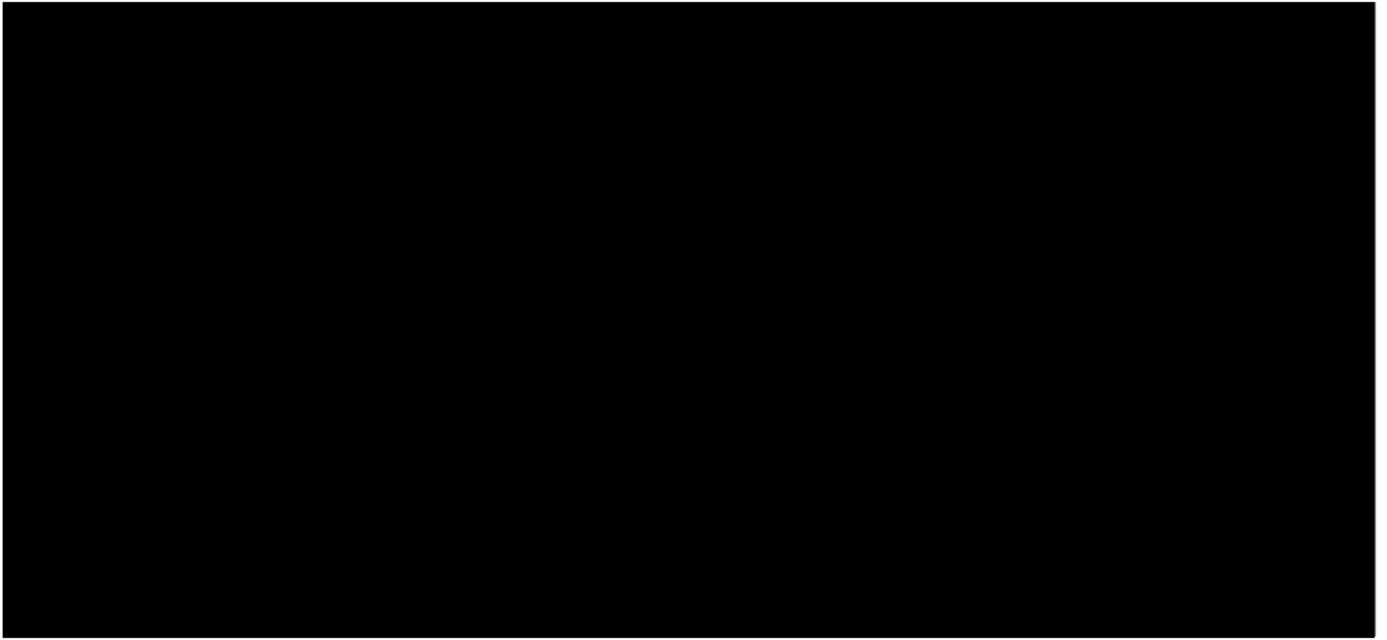
\_\_\_\_\_, Landlord

By: \_\_\_\_\_

\_\_\_\_\_, Tenant

By: \_\_\_\_\_







## APPENDIX G

### REPOSITORY ACKNOWLEDGEMENT



Derek Ersbak &lt;dereke@pwgrosser.com&gt;

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**Re: [EXTERNAL] NYSDEC Brownfield Cleanup Program - Document Repository Request (608-610 East Fordham Road Site)**

1 message

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**Moure-Punnett, Rafael (CB)** <rmourepunnett@cb.nyc.gov>  
To: Derek Ersbak <dereke@pwgrosser.com>

Tue, Nov 1, 2022 at 10:48 AM

Hello,

Yes, you can use the Community Board office to host these documents for the public.

Regards,

Rafael Moure-Punnett

District Manager

Bronx Community Board #6

[1932 Arthur Avenue, Room 403-A](#)[Bronx, New York 10457](#)

Telephone: 718-579-6993

Email: [rmourepunnett@cb.nyc.gov](mailto:rmourepunnett@cb.nyc.gov)Website: [www.bronxcb6.org](http://www.bronxcb6.org)

---

**From:** Derek Ersbak <dereke@pwgrosser.com>**Date:** Friday, October 28, 2022 at 12:22 PM**To:** [BRONXCB6-BRONXCB6.ORG](mailto:BRONXCB6-BRONXCB6.ORG) <[BRONXCB6@BRONXCB6.ORG](mailto:BRONXCB6@BRONXCB6.ORG)>**Subject:** [EXTERNAL] NYSDEC Brownfield Cleanup Program - Document Repository Request (608-610 East Fordham Road Site)You don't often get email from [dereke@pwgrosser.com](mailto:dereke@pwgrosser.com). [Learn why this is important](#)**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Forward suspect email to [phish@oti.nyc.gov](mailto:phish@oti.nyc.gov) as an attachment (Click

the More button, then forward as attachment).

To whom it may concern,

PWGC is formally requesting permission to utilize your facilities as a document repository during the investigation and remediation of a property located at [608-610 East Fordham Road, Bronx](#). It is anticipated that over the course of the next 2-4 years, several documents (hard copies or electronic versions) related to the environmental investigation and remediation will be done in coordination with the NYSDEC input and comment under the Brownfield Program.

Upon delivery, it is requested that these documents be stored and be made available for public review if requested. We will provide these documents in electronic format for space saving measures, unless you would prefer hard copies.

Please respond if your facility can be utilized as a document repository for this matter.

Thanks for your understanding and please contact me with any questions.

--

**Derek Ersbak, PG** | Vice President



w. 631.589.6353

f. 631.589.8705



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Please consider the environment - think before you print!



November 28, 2022

Pam Cora  
Managing Librarian  
Bronx Library Center  
The New York Public Library  
310 East Kingsbridge Road  
Bronx, New York 10458

RE: Request for Digital Repository  
608-610 East Fordham Road, Bronx, New York 10458

Dear Ms. Cora:

P.W. Grosser Consulting, Inc. (PWGC) is formally requesting permission to utilize the Bronx Library Center as a digital document repository during the investigation and remediation of a property located at 608-610 East Fordham Road in the Bronx, New York. It is anticipated that over the course of the next 2-4 years, several documents related to the environmental investigation and remediation will need to be made available to the public for review and comment. PWGC shall create and manage an online repository at the link provided below. We request that Bronx Library Center post a link to the documents on the branches' page of their website and keep the link active until completion of the project which is anticipated in spring of 2026.

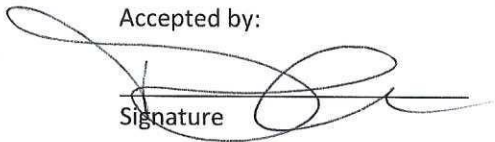
608-610 East Fordham Road - BCP Document Repository

Please call if you have any questions or would like to discuss your project further. I look forward to hearing from you.

Very truly yours,  
P.W. Grosser Consulting

Derek Ersbak, PG  
Vice President

Accepted by:

  
Signature

Pam Cora  
Name

12/2/22  
Date





Derek Ersbak &lt;dereke@pwgrosser.com&gt;

---

**Re: NYSDEC Brownfield Cleanup Program - Document Repository Request (608-610 East Fordham Road Site)**

1 message

---

**Pamela Cora** <pamelacora@nypl.org>  
To: Derek Ersbak <dereke@pwgrosser.com>

Wed, Dec 7, 2022 at 10:55 AM

Thank you, Derek. This is now included on our site so that patrons can engage with any updates provided.

Best,

**Pam Cora**  
Managing Librarian

**Bronx Library Center**  
**The New York Public Library**  
[310 East Kingsbridge Road, Bronx, NY 10458](#)  
718.579-4244

On Sat, Dec 3, 2022 at 8:24 AM Derek Ersbak <dereke@pwgrosser.com> wrote:

Thanks Pam, Below is the link. It is currently empty. Once we upload a document, we'll provide you with an email update.

[608-610 East Fordham Road - BCP Document Repository](#)

On Fri, Dec 2, 2022 at 6:45 PM Pamela Cora <pamelacora@nypl.org> wrote:

Hello Derek,

I have signed the letter and will post it to our site as soon as you can share the link. I will return to the office on Monday and will post it Monday morning if shared by then.

Best,  
**Pam Cora**  
Managing Librarian

**Bronx Library Center**  
**The New York Public Library**  
[310 East Kingsbridge Road, Bronx, NY 10458](#)  
718.579-4244

On Thu, Dec 1, 2022 at 8:32 AM Derek Ersbak <dereke@pwgrosser.com> wrote:

Just following up on this letter.

On Mon, Nov 28, 2022 at 8:31 AM Derek Ersbak <dereke@pwgrosser.com> wrote:

Please find attached the requested letter for signature. Please let me know if you need any modifications.

Derek

On Mon, Nov 28, 2022 at 7:44 AM Derek Ersbak <dereke@pwgrosser.com> wrote:

Thanks. I'll prepare this letter today.

On Wed, Nov 23, 2022 at 12:23 PM Rose Bodenstein <[rosebodenstein@nypl.org](mailto:rosebodenstein@nypl.org)> wrote:

Hi Derek -

Your request has been forwarded to our Legal Department for review. Please be advised that the Library generally does not agree to act as a physical document repository (CDs, binders, etc). The Library would agree, however, to serve as a digital document repository by posting a link to the documents on the branch's page on our website.

Please, therefore, send to Pamela a formal letter of request, on your letterhead, explaining the project and noting the Bronx Library Center as the branch where the link should be posted. The letter should include the link, as well as the date by which the link can be taken down; if you are not sure of the date, please give us an anticipated date.

Please, of course, include a signature line of agreement for Pamela Cora to indicate agreement to this request, and she will return that to you.

Once she has agreed to the request, she will post the link to the website and you may forward electronic documents to her to store electronically.

Please feel free to let me know if you have any questions.

Regards - Rose

**Rose Bodenstein**  
Legal Assistant  
Legal Department

**The New York Public Library**  
Stephen A. Schwarzman Building  
476 Fifth Avenue, New York, NY 10018  
212.930.0552 | x20552  
[nypl.org](http://nypl.org)

----- Forwarded message -----

From: **Derek Ersbak** <[dereke@pwgrosser.com](mailto:dereke@pwgrosser.com)>

Date: Tue, Nov 15, 2022 at 4:32 PM

Subject: Fwd: NYSDEC Brownfield Cleanup Program - Document Repository Request ([608-610 East Fordham Road Site](#))

To: [pamelacora@nypl.org](mailto:pamelacora@nypl.org) <[pamelacora@nypl.org](mailto:pamelacora@nypl.org)>

Pamela,

Would you be able to review this request. We would like to use the library as a document repository for an upcoming project.

----- Forwarded message -----

From: **Derek Ersbak** <[dereke@pwgrosser.com](mailto:dereke@pwgrosser.com)>

Date: Fri, Oct 28, 2022 at 12:19 PM

Subject: NYSDEC Brownfield Cleanup Program - Document Repository Request ([608-610 East Fordham Road Site](#))

To: [bronxlibrarycenter@nypl.org](mailto:bronxlibrarycenter@nypl.org) <[bronxlibrarycenter@nypl.org](mailto:bronxlibrarycenter@nypl.org)>

To whom it may concern,

PWGC is formally requesting permission to utilize the Bronx Library Center as a document repository during the investigation and remediation of a property located at [608-610 East Fordham Road, Bronx](#). It is anticipated that over the course of the next 2-4 years, several documents (hard copies or electronic

versions) related to the environmental investigation and remediation will be done in coordination with the NYSDEC input and comment under the Brownfield Program.

Upon delivery, it is requested that these documents be stored in the reference section of the library and be made available for public review if requested. We will provide these documents in electronic format for space saving measures, unless you would prefer hard copies.

Please respond if the Bronx Library Center can be utilized as a document repository for this matter.

Thanks for your understanding and please contact me with any questions.

--  
**Derek Ersbak, PG | Vice President**



w. 631.589.6353

f. 631.589.8705



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Please consider the environment - think before you print!

--  
**Derek Ersbak, PG | Vice President**



w. 631.589.6353

f. 631.589.8705



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**Derek Ersbak, PG** | Vice President

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