



Department of Environmental Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification requested:

Amendment to modify the existing BCA: [check one or more boxes below]

- Add applicant(s)
- Substitute applicant(s)
- Remove applicant(s)
- Change in Name of applicant(s)

Amendment to reflect a transfer of title to all or part of the brownfield site

1a. A copy of the recorded deed must be provided. Is this attached? Yes No

1b. Change in ownership Additional owner (such as a beneficial owner)

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [Complete Sections I and V below and Part II]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [Complete Section I and V below and Part II]

Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY: Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

2. Required: Please provide a brief narrative on the nature of the amendment:

This Application is submitted to substitute applicants by removing the existing Volunteer, Scenic Beacon Developments, LLC, and adding 555 South Edgewater, LLC as a Volunteer as the new owner of the property.

Please refer to the attached instructions for guidance on filling out this application

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves a non-insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.

Section I: Current Agreement Information		
BCP SITE NAME: Beacon Terminal		BCP SITE NUMBER: C314117
NAME OF CURRENT APPLICANT(S): Beacon Terminal Associates, L.P. (Participant) // Scenic Beacon Developments, LLC (Volunteer)		
INDEX NUMBER OF AGREEMENT: A3-0583-0307		DATE OF ORIGINAL AGREEMENT: 06/01/2007
Section II: New Requestor Information (complete only if adding new requestor or name has changed)		
NAME 555 South Edgewater, LLC		
ADDRESS 1158 North Ave, Second Floor		
CITY/TOWN Beacon, New York		ZIP CODE 12508
PHONE 845-202-7271	FAX	E-MAIL rodney@weberprojectsllc.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Rodney Weber		
ADDRESS 1158 North Ave, Second Floor		
CITY/TOWN Beacon, New York		ZIP CODE 12508
PHONE 845-202-7271	FAX	E-MAIL rodney@weberprojectsllc.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Richard Hooker		
ADDRESS 22 IBM Road, Suite 101		
CITY/TOWN Poughkeepsie, New York		ZIP CODE 10018
PHONE 845-867-4715	FAX	E-MAIL richard_hooker@gbtpa.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Taylor M. Palmer, Esq., Cuddy & Feder, LLP		
ADDRESS 445 Hamilton Avenue, 14th Floor		
CITY/TOWN White Plains, New York		ZIP CODE 10603
PHONE 914-761-1300	FAX 914-761-5372	E-MAIL tpalmer@cuddyfeder.com
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant:		
<p>The property was sold by the Applicant/Participant Beacon Terminal Associates, L.P. to the Volunteer Scenic Beacon Developments, LLC, and the Volunteer Scenic Beacon Developments, LLC transferred the property to 555 South Edgewater, LLC.</p>		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
 Owner below is: Existing Applicant New Applicant Non-Applicant

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? Yes No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? Yes No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Yes No
 Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. Yes No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. Yes No
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? Yes No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves 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? Yes No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? Yes No
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? Yes No
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? Yes No
11. Are there any unregistered bulk storage tanks on-site which require registration? Yes No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination 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 contamination.

VOLUNTEER

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.

NOTE: By checking this box, 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; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

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.

12. Requestor's Relationship to Property (check one):

Prior Owner Current Owner Potential /Future Purchaser Other _____

13. If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** 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 easement on the site Is this proof attached? Yes No

Note: a purchase contract does not suffice as proof of access.

Section V. Property description and description of changes/additions/reductions (if applicable)

1. Property information on current agreement:

ADDRESS 555 South Avenue

CITY/TOWN Beacon, New York

ZIP CODE 12508

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 10.448

Parcel Address	Section No.	Block No.	Lot No.	Acreage
555 South Avenue, Beacon, New York 12508	5954	16	751258	10.448

2. Check appropriate boxes below:

Addition of property (may require additional citizen participation depending on the nature of the expansion – see attached instructions)

2a. PARCELS ADDED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Added by Parcel

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Removed by Parcel

Total acreage to be removed: _____

Change to SBL (e.g. merge, subdivision, address change)

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

3. TOTAL REVISED SITE ACREAGE: _____

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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.	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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' households 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 home owners 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.	

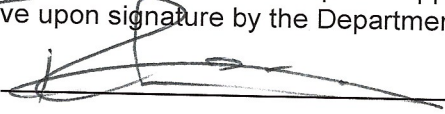
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Beacon Terminal	BCP SITE NUMBER: C314117
NAME OF CURRENT APPLICANT(S): Beacon Terminal Associates, L.P. (Participant) // Scenic Beacon Developments, LLC (Volunteer)	
INDEX NUMBER OF AGREEMENT: A3-0583-0307	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 06/01/2007	

Declaration of Amendment:

By the Requestor(s) and/or Applicant(s) signatures below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from any obligations held under the Agreement or those same laws.

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>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. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Managing Member</u>) of (entity <u>555 South Edgewater, LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and 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.</p> <p><u>Rodney Weber's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>7/30/2021</u> Signature: </p> <p>Print Name: <u>555 South Avenue, LLC, By its Managing Member, Rodney Weber</u></p>

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Managing Member (title) of Scenic Beacon Developments, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Rodney Weber's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/30/2021 Signature: _____

Print Name: Scenic Beacon Developments, LLC, by Rodney Weber, Managing Member

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination 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 contamination.

VOLUNTEER

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 contamination.


Effective Date of the Original Agreement: 06/01/2007

Signature by the Department:

DATED: 08/23/2021

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:


Michael J. Ryan, P.E., Director
Division of Environmental Remediation

Site Code: C314117

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am President (title) of Beacon Terminal Associates, L.P. (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. William S. Ehrlich's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/30/21 Signature: William S. Ehrlich

William S. Ehrlich, President, Beacon Terminal Associates, L.P.
By Beacon Terminal Corp., its general partner

Print Name: _____

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination 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 contamination.

VOLUNTEER

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 contamination.

Effective Date of the Original Agreement: 06/01/2007

Signature by the Department:

DATED: 08/23/2021

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:

Michael J. Ryan
Michael J. Ryan, P.E., Director
Division of Environmental Remediation

Site Code: C314117

SUBMITTAL INFORMATION:

- **Two (2)** copies, one hard copy with original signatures and one 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
Albany, NY 12233-7020

- **NOTE: Applications submitted in fillable format will be rejected.**

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** _____

PROJECT MANAGER: _____



445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 761 1300
F 914 761 5372
cuddyfeder.com

Taylor M. Palmer
tpalmer@cuddyfeder.com

July 30, 2021

BY E-MAIL

Kelly Lewandowski
Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, New York 12233

Re: Brownfield Cleanup Program – Agreement Amendment – New Owner
Beacon Terminal Site, Site No: C314117
Premises: 555 South Avenue, Beacon, Dutchess County, New York 12508

Dear Ms. Lewandowski:

On behalf of our client, 555 South Edgewater, LLC the owner of the above-referenced Premises, which is further identified as Parcel No. 130200-5954-16-751258-0000 and Brownfield Program Site Number: C314117 (the “Beacon Terminal Site”), we respectfully submit the enclosed fully executed original copy of the Brownfield Cleanup Program (“BCP”) Application to Amend Brownfield Cleanup Agreement (“BCA”) (collectively, “the BCP Amendment Application”).

The BCP Amendment Application is submitted in connection with the purchase and sale agreement dated September 20, 2020 between Scenic Beacon Developments, LLC and 555 South Edgewater, LLC, who is the current owner of the Beacon Terminal Site. The Amendment reflects this change in ownership by replacing Scenic Beacon Developments, LLC with 555 South Edgewater, LLC as a Volunteer to the BCA.

In furtherance of the BCP Amendment Application, we respectfully enclose the following documentation:

1. A copy of the Application Form for the Brownfield Cleanup Program Application to Amend Brownfield Cleanup Agreement and Amendment;
2. A Print-Out from the NYS Department of State’s Corporation & Business Entity Database Regarding Requestor’s Entity Information;
3. A Corporate Resolution of 555 South Edgewater, LLC Providing Proof that the Party Signing the BCP Amendment to the BCA has the Authority to Bind the Requestor; and
4. A copy of the Deed conveyed from Scenic Beacon Developments, LLC to 555 South Edgewater, LLC dated September 20, 2020.



July 30, 2021
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Thank you for your time and consideration regarding this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'T.M. Palmer', is written over a faint, light-colored signature line.

Taylor M. Palmer

Enclosures

cc: Jennifer Andaloro, Senior Attorney, Office of General Counsel;
Parag Amin, P.E., Project Manager, NYS DEC;
David Lloyds, Beacon Terminal Associates, L.P.;
William S. Ehrlich, 45 Tomkins Ave., Beacon LLC;
Gregory P. Konzelman, Esq., Lasser Hochman, L.L.C.;
Rodney Weber, 555 South Edgewater, LLC;
Richard Hooker, Gallagher Bassett Technical Services Division;
Allison M. Fausner, Esq.

Unvaccinated individuals are at greater risk of serious illness from COVID-19. Learn more about the COVID-19 vaccines.

[GET THE FACTS >](#)

Department of State Division of Corporations

Entity Information

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Entity Details

ENTITY NAME:

555 SOUTH EDGEWATER, LLC

FOREIGN LEGAL NAME:

ENTITY TYPE:

DOMESTIC LIMITED LIABILITY COMPANY

SECTION OF LAW:

203 LLC - LIMITED LIABILITY COMPANY LAW

DATE OF INITIAL DOS FILING:

10/05/2016

EFFECTIVE DATE INITIAL FILING:

10/05/2016

FOREIGN FORMATION DATE:

COUNTY:

Dutchess

JURISDICTION:

New York, United States

DOS ID:

5019177

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS:

Active

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS:

PAST DUE DATE

NEXT STATEMENT DUE DATE:

10/31/2018

NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process Name and Address

Name: THE LLC

Address: 25 EAST MAIN STREET, BEACON, NY, United States, 12508

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office or Owner Name and Address

Name:

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

CONSENT OF ALL OF THE MEMBERS

OF

555 SOUTH EDGEWATER, LLC

The undersigned, as of the 30th day of July, 2021 being the Managing Member of 555 South Edgewater, LLC, a New York limited liability company having offices at 1158 North Avenue, Second Floor, Beacon, Dutchess County, New York 12508 (the "Company"), do hereby take and adopt the following actions in writing without a meeting:

WHEREAS, the Company entered into that certain Contract of Sale (the "Contract of Sale") made as of September 20, 2020 between Scenic Beacon Developments, LLC, as Seller, and the Company, as Purchaser, in connection with the purchase and acquisition (the "Acquisition") of the property known as 555 South Avenue, Beacon, Dutchess County New York, with a Parcel Number 5954-16-751258.

NOW, THEREFORE, BE IT:

RESOLVED, that the Contract of Sale is hereby approved, confirmed and ratified; and

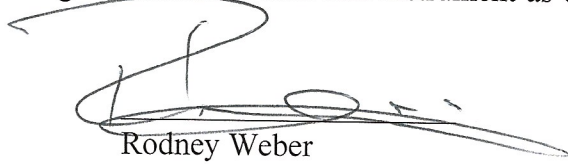
RESOLVED, that the Company is hereby authorized and directed to take all such action and to execute and deliver all such documents, instruments and agreements including, without limitation, the transfer documents, the note and the mortgage and to pay all such fees and expenses as in the Company's judgment shall be necessary, proper or advisable in order to carry out the intent as described herein and to accomplish the Acquisition and the transactions contemplated under the Contract of Sale and to comply with all terms, covenants and conditions of any such document, agreement and/or instrument on its part to be observed or performed; and

RESOLVED, that Rodney Weber, as Managing Member of the Company, acting alone, is hereby authorized and directed in the name of and on behalf of the Company to negotiate the terms and conditions of the Acquisition, and to take all such action and to execute and deliver all such documents, instruments and agreements including, without limitation, a Brownfield Cleanup Program Application to Amend Brownfield Cleanup Agreement and Amendment (the "BCP Amendment to the BCA") to the New York State Department of Environmental Conservation, as well as the transfer documents, the note and the mortgage and to cause the Company to pay all such fees and expenses with the funds of the Company as in his judgment shall be necessary, proper or advisable in order to carry out the intent as described herein and to accomplish the Acquisition, and the execution and delivery of any such document, agreement and/or instrument by Rodney Weber shall constitute conclusive evidence of his approval thereof; and

RESOLVED, that Rodney Weber, has the authority to bind the Company as the Requestor as provided in the BCP Amendment to the BCA.

RESOLVED, that executed photocopies or facsimiles of this consent shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date written above.

A handwritten signature in black ink, appearing to read 'Rodney Weber', with a large, sweeping flourish extending to the right.

Rodney Weber
555 South Edgewater, LLC
Managing Member

QUITCLAIM DEED

THIS INDENTURE, made the 20th day of September 2020, between Scenic Beacon Developments, LLC, a New York limited liability company, having an address at 25 East Main Street, Beacon, New York 12508, (the "party of the first part") and 555 South Edgewater, LLC, a New York limited liability company, having an address at 25 East Main Street, Beacon, New York 12508 (the "party of the second part").

W I T N E S S E T H:

That the party of the first part, in consideration of Ten (\$10.00) Dollars and other valuable consideration 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,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Beacon, County of Dutchess and State of New York being more particularly bounded and described in Schedule "A" attached hereto.

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.

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.


[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

Signature page to Quitclaim Deed

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

SCENIC BEACON DEVELOPMENTS, LLC

By:

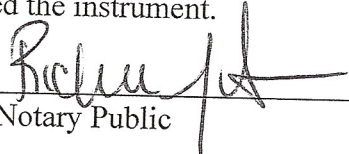

Name: Rodney Weber

Title: *MANAGING member*

ACKNOWLEDGEMENT

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

On the day 20th day of September in the year 2020 before me, the undersigned, personally appeared Rodney Weber, 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.



Notary Public

RICHARD J SANDOR
Notary Public, State of New York
Qualified in Dutchess County
Reg. No. 02SA6332008
Commission Expires October 19, 2023

County: Dutchess
Section: 5954
Block: 16
Lot: 751258

RECORD AND RETURN TO:

Richard Sandor, Esq.
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 1060

SCHEDULE "A"
DESCRIPTION OF PROPERTY

Legal Description

All that certain plot, piece or parcel of land situate, lying and being in the City of Beacon, County of Dutchess, and State of New York, bounded and described as follows:

Beginning at a point on the southerly side of Metro North Commuter RR Co. (Document 02-2007-986), where the same is intersected by the westerly line of South Avenue, Thence along South Avenue South 33°03'40" East a distance of 194.00 feet to a point, South 36°50'40" East a distance of 160.00 feet to a point in the Fishkill Creek, and South 50°00'09" East a distance of 109.43 feet to a point on the southerly side of the Fishkill Creek;

Thence along lands now or formerly of DiBrita (Document 02-2004-3019) South 59°12'30" West a distance of 181.43 feet to a point, South 64°00'55" West a distance of 59.59 feet to a point, and South 54°30'52" West a distance of 27.75 feet to a point;

Thence crossing the Fishkill Creek and following the northerly side of said creek, North 33°25'03" West a distance of 113.96 feet to a point, South 59°07'23" West a distance of 115.16 feet to a point, South 48°43'53" West a distance of 65.19 feet to a point, South 50°14'31" West a distance of 154.80 feet to a point, South 42°50'07" West a distance of 205.92 feet to a point, and South 58°04'45" West a distance of 64.00 feet to a point;

Thence leaving said creek and along lands now or formerly of Scenic Hudson Land Trust, Inc. (Liber 1977 Page 531), North 36°49'30" West a distance of 546.82 feet to a point and North 03°25'03" East a distance of 229.13 feet to a point on the southerly side of lands now or formerly of Metro North Commuter RR Co. (Document 02-2007-986);

Thence along said railroad on a curve to the left with a radius of 1004.87 feet, an arc length of 493.62 feet, and with a chord bearing of North 79°15'13" East to a point; thence North 65°10'52" East a distance of 98.64 feet to a point; thence on a curve to the right with a radius of 909.64 feet, with an arc length of 154.00 feet, and with a chord bearing of North 70°01'53" East to a point;

Continuing along lands now or formerly of Metro North Commuter RR Co. South 49°13'02" East a distance of 23.02 feet to a point, South 32°43'40" East a distance of 75.00 feet to a point, and North 42°09'20" East a distance of 18.25 feet to the Point of Beginning.

Containing 11.077 acres of land.