

Neal A. Frink  
(513) 746-5445  
neal.frink@frinklaw.com

**The Frink Law Firm LLC**  
250 East Fifth Street  
Suite 1500, Chiquita Building  
Cincinnati, OH 45202

---

June 6, 2014

Kiera Thompson  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233

RECEIVED  
JUN 14 2014  
Remedial Bureau C  
Div of Environmental Remediation

Re: Environmental Easement Package and BCA Amendment No. 1  
1-5 Holland Avenue, White Plains, NY  
BCP Site No. C360115

Dear Ms. Thompson:

Enclosed is the draft Environmental Easement Package for the 1-5 Holland Avenue Site, including the following materials.

1. Copy of current deed (final)
2. Copy of tax map (final)
3. Easement (for execution)
4. Authority to Obligate Owner (title verification included, owner authority to follow)
5. Legal description of easement area (final)
6. Survey (final)
7. Draft notice to municipality (final)
8. Attorney Checklist with certifications (draft, with notations)

Also enclosed is the draft application for an amendment to the BCA (Amendment No. 1). First, the BCA Amendment adds the new owner (1 Holland LLC) as a Volunteer under the BCA. 1 Holland LLC purchased the property in late 2013 and has redeveloped the property for use as a self-storage facility. The new owner would like to be added as a party to the BCA so that they are best positioned to take advantage of any tax credits that may become available in connection with the project. Second, the BCA Amendment corrects a mistake in the stated acreage for the property (0.65 acres) to the actual acreage (0.7221 acres) without making any change to the metes/bounds or Tax Block Lot description for the property.

I am submitting substantially complete materials for both the Environmental Easement Package and the BCA Amendment at the same time so that their review can be coordinated.

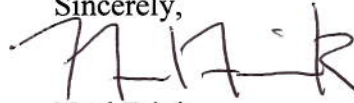
Ms. Kiera Thompson

June 6, 2014

Page 2

Please do not hesitate to contact me via email or by calling me at 513.746.5445 to discuss any changes or additional materials required to process final updates to these materials.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Frink', with a stylized flourish at the end.

Neal Frink

c: Thomas Attonito – 1 Holland LLC  
Denise Forte – attorney for 1 Holland LLC  
David Crosby - NYSDEC  
Rosalie Rusinko, Esq – NYSDEC Region 3 Office of General Counsel  
Karen Puckett – One Holland Avenue Development LLC

**1-5 Holland Avenue  
BCP Site No. C360115  
Environmental Easement Package**

Item #1 – Copy of Current Deed

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS**

**THIS INDENTURE**, made as of the 30th day of September, two thousand thirteen, between

**ONE HOLLAND AVENUE DEVELOPMENT LLC**, a New York Limited Liability Company, with an address at 11280 Cornell Park Drive, Cincinnati, Ohio 45242

party of the first part, and

**1 HOLLAND LLC**, a New York Limited Liability Company, with an address at 1 Holland Avenue, White Plains, NY 10603,

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten (\$10.00) 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** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of White Plains, County of Westchester and State of New York, located at and known as 1 Holland Avenue, White Plains, NY as more particularly described on 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.

**PARTY OF THE FIRST PART** herein is the same person as Grantee and the premises is and is intended to be the same premises in a certain Deed dated August 13, 2009 and recorded on September 14, 2009 in Control No. 492430014 in the Westchester County Clerk's Office, Division of Land Records.

**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 encumbered 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.

KJP

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

**IN PRESENCE OF:**

**ONE HOLLAND AVENUE DEVELOPMENT LLC**


By:

*Karen Puckett*  
**KAREN PUCKETT, Vice President**

State of Ohio            )  
County of Hamilton    ) ss:

On the 30<sup>th</sup> day of September in the year 2013 before me, the undersigned, personally appeared **KAREN PUCKETT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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.

02.13.2015

*Jennifer A. Davidson*  
Notary Public  
  
Jennifer A. Davidson  
Notary Public, State of Ohio  
My Commission Expires 02-13-2015

**BARGAIN & SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS**

ONE HOLLAND AVENUE DEVELOPMENT LLC

TO

1 HOLLAND LLC

SECTION: 125.7  
BLOCK: 1  
LOT: 1  
COUNTY: Westchester  
PREMISES: 1 Holland Avenue  
White Plains, NY

**RECORD & RETURN TO:**

**THE JUDICIAL TITLE INSURANCE AGENCY LLC**  
800 WESTCHESTER AVENUE | SUITE S-340  
1 RYE BROOK, NY 10573  
914-381-6700

*WP*



**THE JUDICIAL TITLE INSURANCE AGENCY LLC**

**Title Number: 113135ST-W**

**SCHEDULE A**

**PARCEL I**

ALL those certain lots, pieces or parcels of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated as Lot Numbers 1, 2, 3, 4 and 13 in Block 3, on a certain map entitled, "Map of North White Plains, the Terminal City, situated in the Town and Village of White Plains and the Town of North Castle, in the County of Westchester and State of New York, surveyed for New York Suburbs Co." made by Lewis T. Haney, Civil Engineer and City Surveyor, 1907 and filed in the County Clerk's Office, Division of Land Records, formerly Register's Office of Westchester County, September 23, 1907 as Map Number 1749 and bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Holland Avenue with the easterly side of lands of New York Central Railroad;

RUNNING THENCE along the southerly side of Holland Avenue, north 88 degrees 12 minutes 40 seconds east 140 feet to a point on the westerly side of Lot No. 5;

RUNNING THENCE along the same, south 1 degrees 47 minutes 20 seconds east 150.65 feet to a point;

RUNNING THENCE south 87 degrees 58 minutes west 76.28 feet and south 88 degrees 14 minutes 00 seconds west 135.27 feet to the easterly side of land of New York Central Railroad;

RUNNING THENCE along the same, north 23 degrees 34 minutes 54 seconds east 167 feet to the point of BEGINNING.

**PARCEL II**

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

BEGINNING at the southeasterly corner of the premises described and designated as Parcel No. 1 in deed from Margaretta S. Clark to the New York Central and Hudson River Railroad Company, dated April 9, 1901 recorded in the Office of the Clerk of said

## THE JUDICIAL TITLE INSURANCE AGENCY LLC

Title Number: 113135ST-W

### SCHEDULE A (continued)

County of Westchester, now Division of Land Records in Liber 1577 of deeds at page 216; and

RUNNING THENCE westerly along the southerly line of said Parcel No. 1 described in deed dated and recorded as aforesaid south 88 degrees 10 minutes 50 seconds west 33.08 feet to the southwesterly corner thereof, said corner being distant southeasterly 41.25 feet measured at right angles from the original center line of the New York and Harlem Railroad, said center line being marked by stone monument set in the ground;

THENCE north 22 degrees 55 minutes 50 seconds east 90 feet, to a point opposite Chaining Station 125 plus 057.30 in said monumented center line;

THENCE north 29 degrees 09 minutes 05 seconds east 91.39 feet to a point distant southeasterly 51.15 feet measured at right angles from said monumented center line at Chaining Station 125 plus 148.12 feet therein;

THENCE south 67 degrees 06 minutes 12 seconds east 22.25 feet to a point in the southeasterly line of Parcel No. 1 in deed dated and recorded aforesaid where the same is intersected by the southerly line of Holland Avenue;

THENCE southwesterly along said southeasterly line of said Parcel No. 1 in deed dated and recorded aforesaid south 23 degrees 34 minutes 54 seconds west 167 feet to the point or place of BEGINNING.

FOR  
CONVEYANCING  
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party in the first part, or, in and to the land lying in the street in front of and adjoining said premises.

**1-5 Holland Avenue  
BCP Site No. C360115  
Environmental Easement Package**

Item #2 – Copy of Tax Map

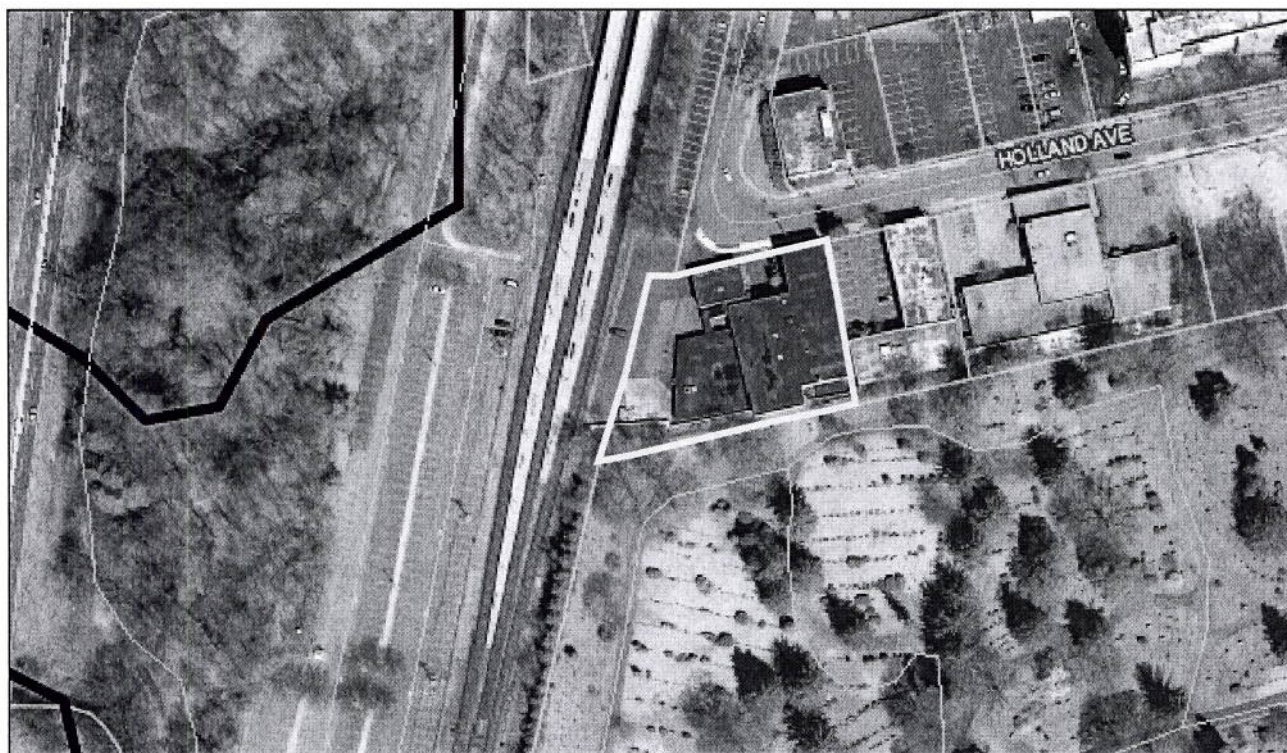


# Tax Parcel Maps

**Address:** 1 HOLLAND AVE

**Print Key:** 125.07-1-1

**SBL:** Null



## Disclaimer:

This tax parcel map is provided as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by

any person or entity. Tax parcel boundaries represent approximate property line location and should NOT be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact the assessor's office of the municipality.

**1-5 Holland Avenue  
BCP Site No. C360115  
Environmental Easement Package**

Item #3 – Environmental Easement



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

**THIS INDENTURE** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Owner(s) 1 Holland LLC, having an office at 1 Holland Avenue, White Plains, County of Westchester, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

**WHEREAS**, Grantor, is the owner of real property located at the address of 1-5 Holland Avenue in the City of White Plains, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers: Section 125.07 Block 1 Lot 1, being the same as that property conveyed to Grantor by deed dated September 30, 2013 and recorded in the Westchester County Clerk's Office in Instrument No. 532733496. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.72 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 30, 2009 and revised on May \_\_\_\_ 2014 prepared by Aristotle Bournazos, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation



established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C360115-11-10, as amended by Amendment #1, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

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

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

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

**Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)** if current land use is selected.  
~~either current use.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**This property is subject to an Environmental Easement held**



by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

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

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

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

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

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

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee

interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

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

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

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

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

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

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: C360115  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway



Albany, NY 12233

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

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

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

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

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

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

1 Holland LLC:

By: \_\_\_\_\_

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Grantor's Acknowledgment**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                     )

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public - State of New York

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

By:

\_\_\_\_\_  
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public - State of New York

\_\_\_\_\_



**SCHEDULE "A" PROPERTY DESCRIPTION**

PARCEL I

ALL those certain lots, pieces or parcels of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated as Lot Numbers 1, 2, 3, 4 and 13 in Block 3, on a certain map entitled, "Map of North White Plains, the Terminal City, situated in the Town and Village of White Plains and the Town of North Castle, in the County of Westchester and State of New York, surveyed for New York Suburbs Co." made by Lewis T. Haney, Civil Engineer and City Surveyor, 1907 and filed in the County Clerk's Office, Division of Land Records, formerly Register's Office of Westchester County, September 23, 1907 as Map Number 1749 and bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Holland Avenue and the easterly side of lands of the New York Central Railroad;

RUNNING THENCE along the southerly side of Holland Avenue, north 88 degrees 12 minutes 40 seconds east 140 feet to a point on the westerly side of Lot No. 5;

RUNNING THENCE along the same, south 1 degrees 47 minutes 20 seconds east 150.65 feet to a point;

RUNNING THENCE south 87 degrees 58 minutes west 76.28 feet and south 88 degrees 14 minutes 00 seconds west 135.27 feet to the easterly side of land of New York Central Railroad;

RUNNING THENCE along the same, north 23 degrees 34 minutes 54 seconds east 167 feet to the point of BEGINNING.

Comprising \_\_\_\_ acres.

PARCEL II

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

BEGINNING at the southeasterly corner of the premises described and designated as Parcel No 1 in deed from Margaretta S. Clark to the New York Central and Hudson River Railroad Company, dated April 9, 1901 recorded in the Office of the Clerk of said County of Westchester, now Division of Land Records in Liber 1577 of deeds at page 216; and

RUNNING THENCE westerly along the southerly line of said Parcel No. 1 described in deed dated and recorded as aforesaid south 88 degrees 10 minutes 50 seconds west 33.08 feet to the southwesterly corner thereof, said corner being distant southeasterly 41.25 feet measured at right angles from the original center line of the New York and Harlem Railroad, said center line being marked by stone monument set in the ground;

THENCE north 22 degrees 55 minutes 50 seconds east 90 feet, to a point opposite Chaining Station 125 plus 057.30 in said monumented center line;

THENCE north 29 degrees 09 minutes 05 seconds east 91.39 feet to a point distant southeasterly 51.15 feet measured at right angles from said monumented center line at chaining station 125 plus 148.12 feet therein;

THENCE south 67 degrees 06 minutes 12 seconds east 22.25 feet to a point in the



southeasterly line of Parcel No. 1 in deed dated and recorded aforesaid where the same is intersected by the southerly line of Holland Avenue;  
...SCHEDULE "A" PROPERTY DESCRIPTION (continued)

THENCE southwesterly along said southeasterly line of said Parcel No. 1 in deed dated and recorded aforesaid south 23 degrees 34 minutes 54 seconds west 167 feet to the point or place of BEGINNING.

Comprising \_\_\_\_ acres.

**1-5 Holland Avenue  
BCP Site No. C360115  
Environmental Easement Package**

**Item #4 – Title Verification; Last Owner Search**



June 2, 2014

Neal Frink, Esq.  
The Frink Law Firm LLC  
250 East Fifth Street Suite 1500  
Chiquita Building  
Cincinnati, OH 45202

**RE: Invoice No.: 247554**  
**Premises: 1-5 Holland Avenue, White Plains, NY**  
**County: Westchester**

Dear Mr. Frink:

Thank you for choosing the Judicial Research Corp. to assist you in the above-referenced matter. Your request for the *Last Deed of Record Search* has been received. Attached are the results as well as the copies to substantiate our findings.

Enclosed you will also find our invoice for services rendered. Payment is required regardless of a closing. Should you have any further questions, please do not hesitate to call our legal department at 914-899-3838 or 1-800-281-8485.

Very truly yours,  
Legal Department

LIABILITY FOR THIS SEARCH IS LIMITED TO THE COST OF THE SEARCH ONLY.

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800 Westchester Avenue | Suite S-340 | Rye Brook, NY 10573 | 914-381-6700 | Fax 914-381-3131  
114 West 47th Street | 19th Floor | New York, NY 10036 | 800-281-TITLE (8485) | 212-432-3272 | Fax 800-FAX-9396  
[www.judicialtitle.com](http://www.judicialtitle.com)

**JUDICIAL RESEARCH CORPORATION**

*Last Deed of Record Search*

*1 Holland LLC*

*By Deed from:* One Holland Avenue Development LLC

**Dated:** 9/30/2013

**Recorded:** 10/15/2013 **Control No.** 532733496

*Copy(s) attached*

Please contact our Legal Department with any questions that you may have regarding this search.

LIABILITY OF THIS SEARCH IS LIMITED TO THE COST OF THIS SEARCH ONLY



The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*532733496DED0016\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Judicial Title Insurance- PICK UP Phone: 914-381-6700  
Address 1: 800 Westchester Avenue Fax: 914-381-6785  
Address 2: Email: ltriglia@judicialtitle.com  
City/State/Zip: Rye Brook NY 10573 Reference for Submitter: 113135

### Document Details

Control Number: **532733496** Document Type: **Deed (DED)**  
Package ID: 2013093000271001001 Document Page Count: **4** Total Page Count: **5**

### Parties

☐ Additional Parties on Continuation page  
2nd PARTY

1st PARTY  
1: ONE HOLLAND AVE DEVELOPMENT LLC - Other 1: 1 HOLLAND LLC - Other  
2: 2: - Other

### Property

☐ Additional Properties on Continuation page

Street Address: 1-5 HOLLAND AVENUE Tax Designation: 125.07-1-1  
City/Town: WHITE PLAINS Village:

### Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: RP-5217 2: TP-584

### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$25.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$250.00  
TP-584 Filing Fee: \$5.00  
Total Recording Fees Paid: **\$320.00**

### Transfer Taxes

Consideration: \$1,825,000.00  
Transfer Tax: \$7,300.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 3566

### Mortgage Taxes

Document Date:  
Mortgage Amount:  
Basic: \$0.00  
Westchester: \$0.00  
Additional: \$0.00  
MTA: \$0.00  
Special: \$0.00  
Yonkers: \$0.00  
Total Mortgage Tax: **\$0.00**  
Dwelling Type: Exempt: ☐  
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 10/15/2013 at 04:34 PM  
Control Number: **532733496**  
Witness my hand and official seal

*Timothy C. Idoni*

Timothy C. Idoni  
Westchester County Clerk

### Record and Return To

☐ Pick-up at County Clerk's office

judicial title insurance  
800 westchester avenue

rye brook , NY 10573

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS**

**THIS INDENTURE**, made as of the 30th day of September, two thousand thirteen, between

**ONE HOLLAND AVENUE DEVELOPMENT LLC**, a New York Limited Liability Company, with an address at 11280 Cornell Park Drive, Cincinnati, Ohio 45242

party of the first part, and

**1 HOLLAND LLC**, a New York Limited Liability Company, with an address at 1 Holland Avenue, White Plains, NY 10603,

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten (\$10.00) 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** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of White Plains, County of Westchester and State of New York, located at and known as 1 Holland Avenue, White Plains, NY as more particularly described on 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.

**PARTY OF THE FIRST PART** herein is the same person as Grantee and the premises is and is intended to be the same premises in a certain Deed dated August 13, 2009 and recorded on September 14, 2009 in Control No. 492430014 in the Westchester County Clerk's Office, Division of Land Records.

**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 encumbered 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.

KJP

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

**IN PRESENCE OF:**

**ONE HOLLAND AVENUE DEVELOPMENT LLC**


By:

*Karen Puckett*  
**KAREN PUCKETT, Vice President**

State of Ohio           )  
County of Hamilton    ) ss:

On the 30<sup>th</sup> day of September in the year 2013 before me, the undersigned, personally appeared **KAREN PUCKETT**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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.

09.13.2013

*Jennifer A. Davidson*  
Notary Public  
  
Jennifer A. Davidson  
Notary Public, State of Ohio  
My Commission Expires 02-13-2015

**BARGAIN & SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACTS**

ONE HOLLAND AVENUE DEVELOPMENT LLC

TO

1 HOLLAND LLC

SECTION: 125.7  
BLOCK: 1  
LOT: 1  
COUNTY: Westchester  
PREMISES: 1 Holland Avenue  
White Plains, NY

**RECORD & RETURN TO:**

**THE JUDICIAL TITLE INSURANCE AGENCY LLC**  
800 WESTCHESTER AVENUE | SUITE S-340  
1- RYE BROOK, NY 10573  
914-381-6700

WP



## THE JUDICIAL TITLE INSURANCE AGENCY LLC

Title Number: 113135ST-W

### SCHEDULE A

#### PARCEL I

ALL those certain lots, pieces or parcels of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated as Lot Numbers 1, 2, 3, 4 and 13 in Block 3, on a certain map entitled, "Map of North White Plains, the Terminal City, situated in the Town and Village of White Plains and the Town of North Castle, in the County of Westchester and State of New York, surveyed for New York Suburbs Co." made by Lewis T. Haney, Civil Engineer and City Surveyor, 1907 and filed in the County Clerk's Office, Division of Land Records, formerly Register's Office of Westchester County, September 23, 1907 as Map Number 1749 and bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Holland Avenue with the easterly side of lands of New York Central Railroad;

RUNNING THENCE along the southerly side of Holland Avenue, north 88 degrees 12 minutes 40 seconds east 140 feet to a point on the westerly side of Lot No. 5;

RUNNING THENCE along the same, south 1 degrees 47 minutes 20 seconds east 150.65 feet to a point;

RUNNING THENCE south 87 degrees 58 minutes west 76.28 feet and south 88 degrees 14 minutes 00 seconds west 135.27 feet to the easterly side of land of New York Central Railroad;

RUNNING THENCE along the same, north 23 degrees 34 minutes 54 seconds east 167 feet to the point of BEGINNING.

#### PARCEL II

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

BEGINNING at the southeasterly corner of the premises described and designated as Parcel No. 1 in deed from Margaretta S. Clark to the New York Central and Hudson River Railroad Company, dated April 9, 1901 recorded in the Office of the Clerk of said

**THE JUDICIAL TITLE INSURANCE AGENCY LLC**

**Title Number: 113135ST-W**

**SCHEDULE A (continued)**

County of Westchester, now Division of Land Records in Liber 1577 of deeds at page 216; and

RUNNING THENCE westerly along the southerly line of said Parcel No. 1 described in deed dated and recorded as aforesaid south 88 degrees 10 minutes 50 seconds west 33.08 feet to the southwesterly corner thereof, said corner being distant southeasterly 41.25 feet measured at right angles from the original center line of the New York and Harlem Railroad, said center line being marked by stone monument set in the ground;

THENCE north 22 degrees 55 minutes 50 seconds east 90 feet, to a point opposite Chaining Station 125 plus 057.30 in said monumented center line;

THENCE north 29 degrees 09 minutes 05 seconds east 91.39 feet to a point distant southeasterly 51.15 feet measured at right angles from said monumented center line at Chaining Station 125 plus 148.12 feet therein;

THENCE south 67 degrees 06 minutes 12 seconds east 22.25 feet to a point in the southeasterly line of Parcel No. 1 in deed dated and recorded aforesaid where the same is intersected by the southerly line of Holland Avenue;

THENCE southwesterly along said southeasterly line of said Parcel No. 1 in deed dated and recorded aforesaid south 23 degrees 34 minutes 54 seconds west 167 feet to the point or place of BEGINNING.

**FOR  
CONVEYANCING  
ONLY**

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party in the first part, or, in and to the land lying in the street in front of and adjoining said premises.

**1-5 Holland Avenue  
BCP Site No. C360115  
Environmental Easement Package**

Item #5 – Legal Description of Easement Area



Legal Description  
Environmental Easement Area  
1-5 Holland Avenue  
BCP Site #C360115

PARCEL I

ALL those certain lots, pieces or parcels of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated as Lot Numbers 1, 2, 3, 4 and 13 in Block 3, on a certain map entitled, "Map of North White Plains, the Terminal City, situated in the Town and Village of White Plains and the Town of North Castle, in the County of Westchester and State of New York, surveyed for New York Suburbs Co." made by Lewis T. Haney, Civil Engineer and City Surveyor, 1907 and filed in the County Clerk's Office, Division of Land Records, formerly Register's Office of Westchester County, September 23, 1907 as Map Number 1749 and bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Holland Avenue and the easterly side of lands of the New York Central Railroad;

RUNNING THENCE along the southerly side of Holland Avenue, north 88 degrees 12 minutes 40 seconds east 140 feet to a point on the westerly side of Lot No. 5;

RUNNING THENCE along the same, south 1 degrees 47 minutes 20 seconds east 150.65 feet to a point;

RUNNING THENCE south 87 degrees 58 minutes west 76.28 feet and south 88 degrees 14 minutes 00 seconds west 135.27 feet to the easterly side of land of New York Central Railroad;

RUNNING THENCE along the same, north 23 degrees 34 minutes 54 seconds east 167 feet to the point of BEGINNING.

Comprising 0.6089 acres.

PARCEL II

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

BEGINNING at the southeasterly corner of the premises described and designated as Parcel No 1 in deed from Margaretta S. Clark to the New York Central and Hudson River Railroad Company, dated April 9, 1901 recorded in the Office of the Clerk of said County of Westchester, now Division of Land Records in Liber 1577 of deeds at page 216; and

RUNNING THENCE westerly along the southerly line of said Parcel No. 1 described in deed dated and recorded as aforesaid south 88 degrees 10 minutes 50 seconds west 33.08 feet to the southwesterly corner thereof, said corner being distant southeasterly 41.25 feet measured at right angles from the original center line of the New York and Harlem Railroad, said center line being marked by stone monument set in the ground;

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THENCE southwesterly along said southeasterly line of said Parcel No. 1 in deed dated and recorded aforesaid south 23 degrees 34 minutes 54 seconds west 167 feet to the point or place of BEGINNING.

Comprising 0.1132 acres

**1-5 Holland Avenue  
BCP Site No. C360115  
Environmental Easement Package**

Item #6 – Survey

(Separate File)



**1-5 Holland Avenue  
BCP Site No. C360115  
Environmental Easement Package**

Item #6 – Survey

(Separate File)