



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:

The Site is comprised of three parcels as follows: 150 Downing Street, Block 171, Lot 1.4 owned by the City of Yonkers; 58 Knowles Street, Block 168, Lot 1 owned by 151 Ludlow LLC; and 1 Bridge Street, Block 167, Lot 3, owned by 1-3 Pier Street LLC. The Volunteer has since purchased 58 Knowles Street. A Change of Use has been filed.

Recently the Volunteer became the contract vendee for the purchase of 55 Knowles Street which is adjacent to the Site on three sides and when added to the Site creates a rectangular as opposed to an irregular shaped development site. 55 Knowles is currently owned by Waverly Properties, Inc., which will be relocating to a new facility it will be building at 1100 Saw Mill River Road, Yonkers, NY.

Volunteer wants to add 55 Knowles Street to the Site. A Phase 1 and Phase II accompanying this application demonstrate sufficient contamination of 55 Knowles to qualify its entry in the BCP. Volunteer has never owned or operated 55 Knowles Street.

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: Former Ludlow Street Works		BCP SITE NUMBER: C360158
NAME OF CURRENT APPLICANT(S): Ludlow Point Development LLC		
INDEX NUMBER OF AGREEMENT: C360158-12-17		DATE OF ORIGINAL AGREEMENT: 11/19/2018
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No • 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		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable).		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
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 type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: 		

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) 151 Ludlow LLC

ADDRESS 100 Summit Lake Drive

CITY/TOWN Valhalla, New York

ZIP CODE 10595

PHONE 914-749 4603

FAX

E-MAIL dramsay@gdcllc.com

OPERATOR'S NAME (if different from requestor or owner) n/a vacant building

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 150 Downing Street, 58 Knowles Street and 1 Bridge Street

CITY/TOWN Yonkers

ZIP CODE 10705

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 2.89

Parcel Address	Section No.	Block No.	Lot No.	Acreage
150 Downing Street	1	171	1.4	2.26
58 Knowles Street	1	168	1	0.48
1 Bridge Street	1	167	3	0.15

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
55 Knowles Street	1	171	40	0.57

Total acreage to be added: 0.57

- ☐ Reduction of property

2b. PARCELS REMOVED:

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

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

Total acreage to be removed: _____

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: 3.46

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
<p>From ECL 27-1405(31):</p> <p>"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.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Former Ludlow Street Works	BCP SITE NUMBER: C360158
NAME OF CURRENT APPLICANT(S): Ludlow Point Development LLC	
INDEX NUMBER OF AGREEMENT: C360158-12-17	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 11/19/2018	

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)
(Individual) 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. Date: _____ Signature: _____ Print Name: _____
(Entity) I hereby affirm that I am (title _____) of (entity _____); 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. _____ 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: _____

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 CFO (title) of Ludlow Point Development 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. Douglas A. Ramsay's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 01-22-2022 Signature: 

Print Name: Douglas A. Ramsay

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: 11/19/2018

Signature by the Department:

DATED: 11/18/2022

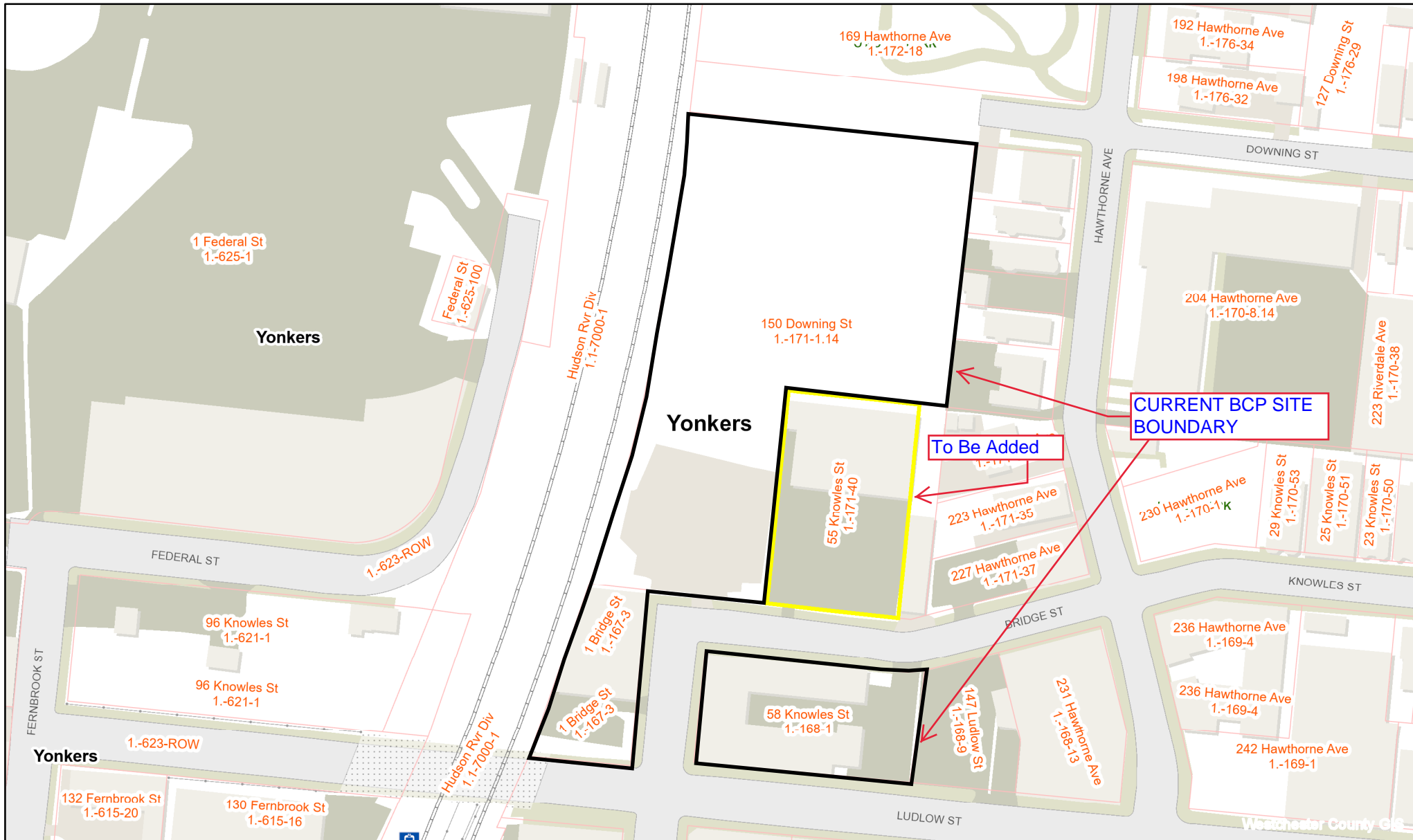
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: 

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

Site Code: C360158

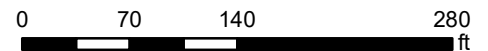
55 Knowles St. ID: 1.-171-40 (Yonkers)



September 6, 2022

Tax parcel data was provided by local municipality. This map is generated 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 local municipality assessor's office.

1:1,500



Westchester County GIS

GIS
Geographic Information System
<http://giswww.westchestergov.com>
Michaelian Office Building
148 Martine Avenue Rm 214
White Plains, New York 10601

Former Ludlow Street Works Site - Site #C360158

BCP APPLICATION TO AMEND BCA AND AMENDMENT APPLICATION SUPPORT DOCUMENTS

Part I. Section 1. Transfer of Title to Volunteer. Attached is the deed reflecting the purchase by Volunteer of 58 Knowles which is part of the Site and for which Volunteer was previously contract vendee. The deed is attached as Exhibit A.

Part I. Section IV. Volunteer relationship to Owner. The Volunteer, Ludlow Point Development LLC, proposes to amend the BCA by adding 55 Knowles, Yonkers, NY ("55 Knowles") to the BCA Site. The current Owner of 55 Knowles is Waverly Properties, Inc. The Volunteer has entered a Purchase and Sale Agreement for the purchase of 55 Knowles. The Owner of 55 Knowles has executed an Access and Consent Agreement providing consent and access to the Volunteer for the purposes of investigation and remediation of 55 Knowles under the BCP. A copy of the Owner Consent and Access Agreement is attached as Exhibit B. Also see the deed for 55 Knowles attached as Exhibit C.

Part I. Section V. Property Description. Attached as Exhibit B is the deed, mete and bounds description and survey of 55 Knowles.

Part II. Certification of Authority. The designation by Volunteer for Douglas A. Ramsay to execute this Amendment is attached as Exhibit D.

Supplemental Property Information. The Volunteer conducted a Phase I and Phase II of 55 Knowles. The Phase I and Phase II accompany this BCA Amendment Application. 55 Knowles is sufficiently contaminated to qualify for the BCP. Attached as Exhibit E are spider maps for 55 Knowles. Attached as Exhibit F is a Map of the current Site with the addition of 55 Knowles.

Supplemental Volunteer Information. The Volunteer has no prior relationship with the current owner and operator of 55 Knowles nor any past owners or operators of 55 Knowles. Upon information and belief, neither the owner nor current operator, Westchester Metal Works, or other operator have been identified as responsible for or obligated to remediate, contamination at 55 Knowles.

EXHIBIT LIST

- Exhibit A** - 58 Knowles Deed to Volunteer
- Exhibit B** - 55 Knowles Owner Consent and Access Agreement
- Exhibit C** - 55 Knowles Deed, Property Description, and Survey
- Exhibit D** - Volunteer Corporate Consent
- Exhibit E** - 55 Knowles Spider Maps (Also included in Phase II)

Exhibit F - Site Map (Proposed)

REPORTS

- 1. Phase I**
- 2. Phase II**

EXHIBIT A

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.



611463506DED001W

Westchester County Recording & Endorsement Page

Submitter Information

Name: Benchmark Title Agency LLC Phone: 914-250-2400
Address 1: Benchmark Title Agency LLC Fax: 914-422-1550
Address 2: 222 Bloomingdale Road, Suite 102 Email: evanbomel@benchmarkta.com
City/State/Zip: White Plains NY 10605 Reference for Submitter: BTA 75051

Document Details

Control Number: **611463506** Document Type: **Deed (DED)**
Package ID: 2021052600269001001 Document Page Count: **3** Total Page Count: **4**

Parties

☐ Additional Parties on Continuation page
2nd PARTY

1st PARTY
1: 151 LUDLOW ST LLC - Other 1: 151 LUDLOW LLC - Other
2: 2:

Property

☐ Additional Properties on Continuation page

Street Address: 151 LUDLOW STREET Tax Designation: 1.-168-1
City/Town: YONKERS 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: \$20.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$250.00
TP-584 Filing Fee: \$5.00
RPL 291 Notice Fee: \$0.00
Total Recording Fees Paid: **\$315.00**

Transfer Taxes

Consideration: \$3,200,000.00
Transfer Tax: \$12,800.00
Mansion Tax: \$0.00
Transfer Tax Number: 30742

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: 06/11/2021 at 10:31 AM
Control Number: **611463506**
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

benchmark title agency llc
222 bloomingdale road
suite 102
white plains , NY 10605

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)

STANDARD NYBTU FORM 8007

CAUTION: CONSULT YOUR ATTORNEY BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY ATTORNEYS ONLY

THIS INDENTURE, made the 3rd day of June, two thousand twenty-one, between

151 LUDLOW STREET, LLC
149 Kimball Terrace, Yonkers, New York 10704

party of the first part, and

151 LUDLOW LLC
100 Summit Lake Drive, Valhalla, New York 10595

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 Yonkers, County of New York, and State of New York, located at and known as 151 Ludlow Street, a/k/a 58 Knowles Street, and 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 6/27/2007, and recorded on 8/22/2007, in Control number 472260124, in the Westchester County Clerk's Office, Division of Land Records. This Indenture is made with the unanimous consent of the Grantor's members.

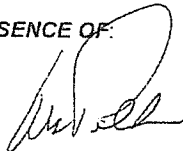
AND the party of the first part covenants that the party of the first has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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.

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

IN PRESENCE OF:

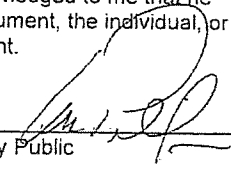


151 Ludlow Street, LLC


JAMES GLEESON, Managing Member

State of New York)
County of Westchester) ss.:

On the 3rd day of June in the year 2021 before me, the undersigned, personally appeared **JAMES GLEESON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ALAN C. PILLA
Notary Public, State of New York
No. 03-4923835
Qualified in Westchester County
Term Expires February 22, 2022

State of New York)
County of) ss.:

On the day of in the year, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and 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.

Notary Public

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

151 LUDLOW STREET, LLC

TO

151 LUDLOW LLC

SECTION: 1.
BLOCK: 168
LOT: 1
COUNTY: Westchester

RECORD & RETURN TO:

Benchmark Title Agency
223 Bloomingdale Road, Ste 102
White Plains, NY 10605

EXHIBIT A

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

BEGINNING at a point at the corner formed by the intersection of the easterly side of Bridge Street with the northerly side of Ludlow Street;

THENCE RUNNING easterly along said northerly side of Ludlow Street and at right angles to said easterly side of Bridge Street, a distance of 202.50 feet to a point which is distant as measured along said northerly side of Ludlow Street 200 feet westerly from the westerly side of Hawthorne Avenue which point is at the southwest corner of land heretofore conveyed by Mary E. Deane and Caroline C. Deane to Leon Eisen by deed dated May 27, 1927, recorded May 28, 1927 in Liber 2768 of Deeds at page 5;

THENCE RUNNING northerly along the westerly side of said land conveyed to Eisen by deed as aforesaid and at right angles to said northerly side of Ludlow Street, a distance of 105.48 feet to the southerly side of Knowles Street, formerly Fernbrook Street;

THENCE RUNNING along said southerly side of Knowles Street, formerly Fernbrook Street, in a westerly direction on a line forming an exterior angle with the last described line of 109 degrees 13 minutes 30 seconds a distance of 6.71 feet;

THENCE RUNNING still along said southerly side of Knowles Street westerly on a line forming an interior angle of 199 degrees 43 minutes 30 seconds with the last described line a distance of 196.17 feet to the easterly side of Bridge Street;

THENCE RUNNING southerly along said easterly side of Bridge Street on a line forming an interior angle of 89 degrees 30 minutes 00 seconds with the said southerly side of Knowles Street, a distance of 104.98 feet to the point or place of **BEGINNING**.

EXHIBIT B

151 LUDLOW LLC
c/o Ginsburg Development Companies, LLC
100 Summit Lake Drive, 2nd Floor
Valhalla, New York 10595

August 17, 2022

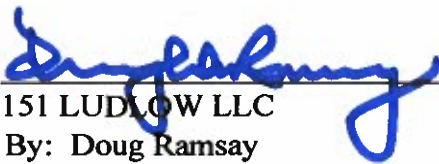
Ludlow Point Development, LLC
c/o Ginsburg Development Companies, LLC
100 Summit Lake Drive, 2nd Floor
Valhalla, New York 10705

Re: Former Ludlow Street Works BCP Site C360158
Access for Brownfield Cleanup Program Work
58 Knowles Street, Section 1, Block 168 Lot 1
Yonkers, New York 10595

Dear Mr. Ginsburg:

As you are aware Ludlow Point Development LLC, the Volunteer for the Former Ludlow Street Works BCP Site C360158 (Ludlow BCP Site), previously obtained the consent of the prior owner of 58 Knowles Street (aka 151 Ludlow Street) to access the property for the Ludlow BCP Site remedial program. However, now that the Site has been acquired by 151 Ludlow LLC another consent for the Volunteer to access 58 Knowles Street is required even though 151 Ludlow LLC is a related entity of the Volunteer.

Accordingly, this letter shall serve to confirm that 151 Ludlow LLC, as the purchaser of 58 Knowles Street, hereby grants to Volunteer access to enter 58 Knowles Street to perform investigation and remediation work required under the BCP to effectuate the remedial program for the property including the recording of an environmental easement, should one be required by the BCP remedial program.


151 LUDLOW LLC
By: Doug Ramsay
Authorized Representative

**FORMER LUDLOW STREET WORKS BCP SITR C360158
LUDLOW POINT DEVELOPMENT, LLC - VOLUNTEER
BROWNFIELD CLEANUP AMENDMENT
ACCESS AND CONSENT AGREEMENT**

ACCESS AND CONSENT AGREEMENT (Agreement) made as of this 3 day of December 2021, by and between **Waverly Properties, Inc. (Grantor)**, having an address at 55 Knowles Street, Yonkers, New York, 10705, and **Ludlow Point Development, LLC (Grantee)** having an address at c/o Ginsburg Development Companies, LLC, 100 Summit Lake Drive, Valhalla, New York 10595.

WHEREAS, Grantor owns the real property located at 55 Knowles Street, Yonkers, New York (Section 1, Block 171, Lot 40), together with the building and improvements thereon ("Grantor's Property"), and Grantee is the contract vendee for the purchase of Grantor's Property pursuant to a Purchase and Sale Agreement (PSA) dated January 15, 2021; and

WHEREAS, Grantee is a Volunteer in the New York State Department of Environmental Conservation (NYSDEC) Brownfields Cleanup Program (BCP) for the adjacent property(ies) known as the Former Ludlow Street Works BCP Site C360158 (Ludlow BCP Site); and

WHEREAS, Grantee intends to file a BCP amendment application for the purpose of including the Grantor's Property in the BCP and/or Ludlow BCP Site, which application requires the Grantor's consent for Grantee to access, investigate and remediate Grantor's Property for the purpose of obtaining a Certificate of Completion under the BCP for the Grantor's Property and the entire Ludlow BCP Site (the "Work"); and

WHEREAS, Grantor has agreed to grant access to Grantor's Property and permit the performance of the Work, subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants access and a license upon, into, under and through Grantor's Property for the purpose of the entry thereon by Grantee, its agents, employees, architects, engineers, contractors and consultants, successors or assigns (collectively, the "Grantee Related Parties" and each a "Grantee Related Party"), vehicles, equipment and materials required by Grantee in order to perform all tasks reasonable and necessary in connection with the Work, including the demolition of the building and consent of the Grantor to the filing by the Grantee of an Environmental Easement on the Grantor's Property as may be required for the issuance of the Certificate of Completion. No demolition of the building shall occur until the Grantor has vacated Grantor's Property.
-

2. Grantee Related Parties shall perform the Work in a professional manner and in accordance with industry standards and applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor, its agents, employees, workers, and contractors will have full authority to access to Grantor's Property during the performance of the Work, until otherwise agreed by the parties in writing.

3. Grantee will perform the Work using all commercially reasonable methodologies and processes to avoid interference with Grantor's business operations pending the Closing of the Grantor's Property as defined by Article 3 of the PSA.

4. Grantee shall provide reasonable notice to Grantor prior to Grantee's need for access to Grantor's Property to perform the Work.

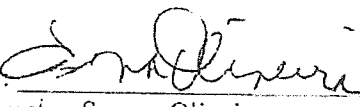
5. Work shall be performed at Grantee's sole cost and expense. Grantee shall also provide an electronic copy of all approved work plans for investigation and remediation to Grantor prior to initiation of the Work.

6. Grantee shall be responsible for obtaining all federal, state or local governmental approvals in relation to the Work. Grantor agrees to execute all reasonable, necessary and customary documents, including an Environmental Easement if required, and provide any permission required, during the course of performing the Work to obtain any federal, state and/or local governmental or other approval required to perform the Work.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any proceedings initiated by either party to enforce the terms of or otherwise related to this Agreement shall be brought in the state or federal court in Westchester County, New York.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantee and is effective as of the date set forth above.

Grantor:
Waverly Properties, Inc.

By:  (sign)
Name: Susana Oliveira
Title: Managing Member
Date: 12/3/21

Grantee:
Ludlow Point Development, LLC

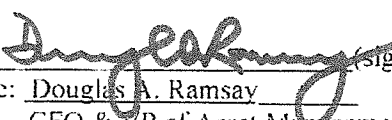
By:  (sign)
Name: Douglas A. Ramsay
Title: CFO & VP of Asset Management
Date: 01-22-2022

EXHIBIT C



421280770DEDK

Control Number
421280770

WIID Number
2002128-000370

Instrument Type
DED



WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)

*** DO NOT REMOVE ***

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED - DEED

FEE PAGES 4

TOTAL PAGES 4

RECORDING FEES

STATUTORY CHARGE	\$5.25
RECORDING CHARGE	\$12.00
RECORD MGT. FUND	\$4.75
RP 5217	\$25.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
TOTAL FEES PAID	\$52.00

TRANSFER TAXES

CONSIDERATION	\$570,000.00
TAX PAID	\$2,280.00
TRANSFER TAX #	16738

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
TOTAL PAID	\$0.00

SERIAL NUMBER
DWELLING

RECORDING DATE 05/14/2002
TIME 11:54:00

THE PROPERTY IS SITUATED IN
WESTCHESTER COUNTY, NEW YORK IN THE:
CITY OF YONKERS

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

Record & Return to:
WILLIAM BOTTIGLIERI
9 WEST PROSPECT AVE

MT VERNON, NY 00000

Bargain and Sale Deed, with Covenant against Grantor's Acts - Individual or Corporation (Single Sheet)
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE
USED BY LAWYERS ONLY

THIS INDENTURE, made the 7 day of March, two thousand two

BETWEEN
PARK LINCOLN-MERCURY, INC.

270 Rt 6
Poughkeepsie N.Y. 10541
Party of the first part, and

WAVERLY PROPERTIES, INC.

55 Knowles St.
Yonkers N.Y. 10705
Party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten 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 that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

Said Premises designated as Section 1; Block 171; Lot 40 in the City of Yonkers, Westchester County, being the same premises described in a certain Deed from FORD LEASING DEVELOPMENT COMPANY, a Delaware corporation, dated November 16, 1983 and recorded on December 2, 1983 in Liber 7882 page 536 in the Westchester County Clerk's Office. Said premises also known as 55 Knowles Street, Yonkers, NY.

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 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.

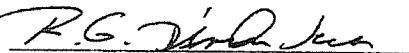
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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 propose 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 the presence of:


Richard G. D'Andrea
Secretary, Park Lincoln-Mercury, Inc.





0770

P-3

T-43

State of New York
County of Westchester

On the 5th day of March in the year 2002 before me, the undersigned, a Notary Public
in and for the State, personally appeared

Richard G. D'Andrea

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

PETER M. DORAN
Notary Public, State of New York
No. 01005028315
Qualified in Westchester County
Commission Expires May 31, 2002

Bargain and Sale Deed With Covenants
Against Grantor's Acts

TITLE NO. WTP013728

Park Lincoln Mercury Ltd.

TO

Waverly Properties

TitlePro Agency, LLC
2975 Westchester Avenue
Suite 415
Purchase, New York 10577

Section: 1
Block: 171
Lot 46
County or Town West.

Recorded at the Request of

Return by Mail to:

William Bottiglieri
9 West Prospect Avenue
Mount Vernon NY

For use by recording office



SCHEDULE A

TITLE NUMBER: W-TP013778
POLICY NUMBER: 5312-979135

ALL that certain plot, piece, or parcel of land situate, lying and being on the northerly side of Knowles Street (formerly Fern Brook Street) west of Hawthorne Avenue in the First Ward of the City of Yonkers, County of Westchester, New York, bounded and described as follows, to wit:

BEGINNING at a point in the northerly line of Knowles Street (formerly Fern Brook Street) distant 185.31 feet measured along said northerly line of Knowles Street from the corner formed by the intersection of the westerly line of Hawthorne Avenue and the northerly line of Knowles Street as the said two streets were monumented June 30, 1924 which point of beginning is the southeast corner of the premises herein described and is also the southwest corner of land conveyed by Louisa Geary Ludlow, etal to Max Engle by deed dated December 29, 1923 and recorded in the Office of the Register of Westchester County;

RUNNING THENCE in a northerly direction at right angles to the northerly side of Knowles Street in a straight line and along the westerly boundary line of said land conveyed to Engle as aforesaid, 200 feet to a point in the southerly boundary line of land now or formerly of William W. Scrugham which point is the northeast corner of the premises herein described and also the northwest corner of said land conveyed to Engle as aforesaid;

THENCE in a westerly direction parallel to the northerly side of Knowles Street in a straight line along the southerly boundary line of said land now or formerly of Scrugham, 125 feet to a point which is distant 250 feet measured westerly along the said southerly boundary line of land now or formerly of Scrugham from the westerly line of Hawthorne Avenue as the same was originally laid out as a public street of the City of Yonkers, which point is the northwest corner of the premises herein described and the northeast corner of land now or formerly of Westchester Lighting Company;

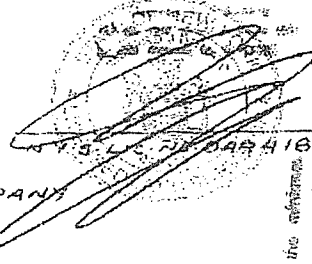
THENCE in a southerly direction at right angles to the last mentioned course and along the easterly boundary line of said land now or formerly of Westchester Lighting Company, 200 feet to the northerly line of Knowles Street;

THENCE in a general easterly direction along said northerly line of Knowles Street, 125 feet to the point or place of BEGINNING.

EXHIBIT B

R-19-73 TITLE NO: 3020-988671 R-02-10
**SURVEY OF TAX LOT 40,
 BLOCK 171, SECTION 1,
 CITY OF YONKERS,
 WESTCHESTER COUNTY,
 NEW YORK.**
 DATED NOV. 26, 2019 SCALE: 1"=30'

EDWARD J. DONAID
 LAND SURVEYOR



CERTIFIED TO:-
 FIRST AMERICAN TITLE INSURANCE COMPANY
 HANCOCK BANK, ISAQA
 HAWTHORNE PROPERTIES, INC.

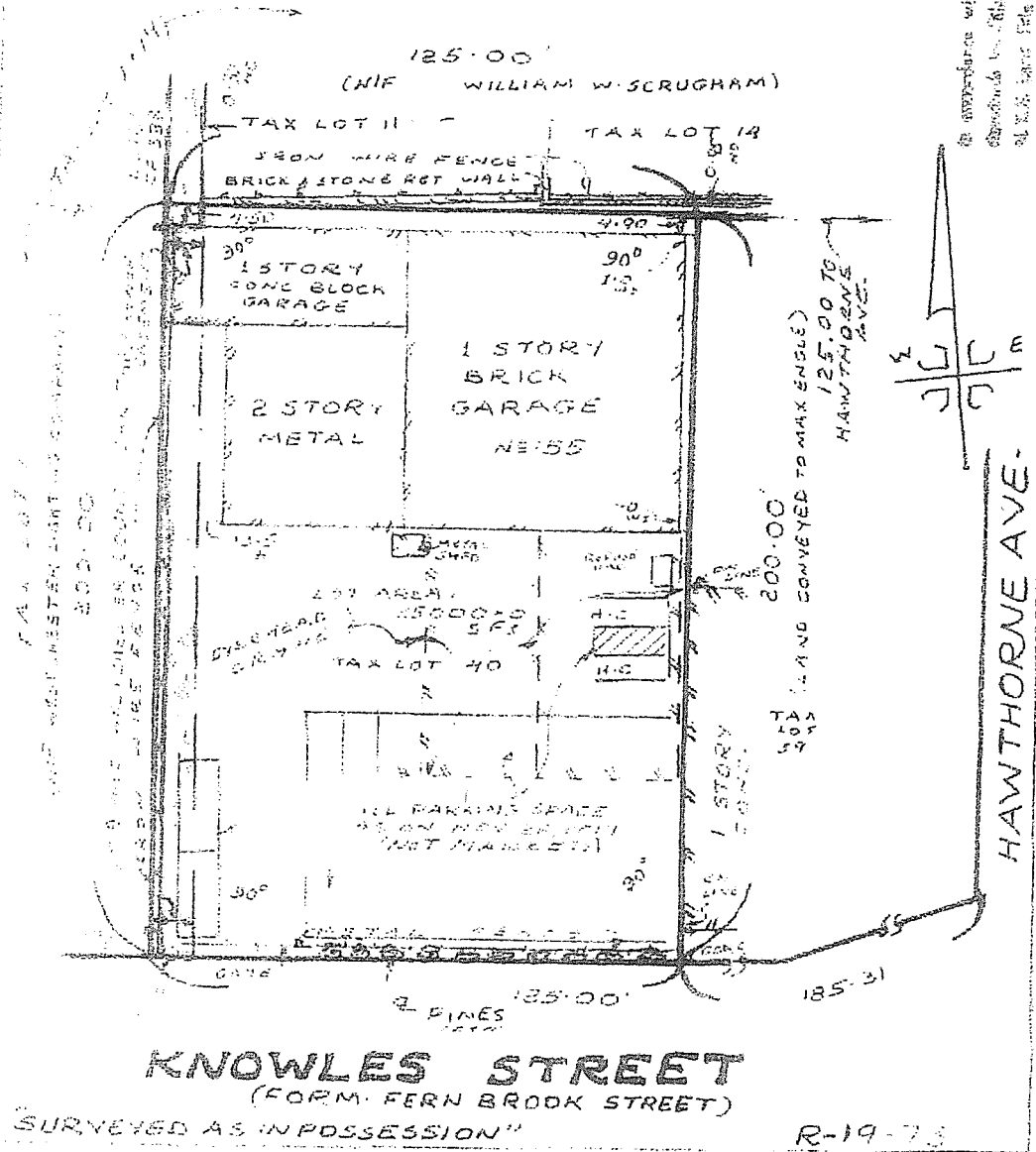


EXHIBIT D

DESIGNATION AND CERTIFICATION OF AUTHORITY

The undersigned, MARTIN GINSBURG, the Managing Member of Ginsburg Development Companies, LLC, Ludlow Point Development, LLC, 151 Ludlow LLC, and 1-3 Pier Street LLC, hereby certifies on this 19th day of October 2021 as follows:

1. Ludlow Point Development, LLC is the Volunteer for the Former Ludlow Street Works Brownfield Cleanup Program Site C360158. ("BCP Site"). Ludlow Point Development, LLC is an affiliated entity of Ginsburg Development Companies, LLC.

2. The BCP Site is comprised of three parcels owned as follows: 150 Downing Street owned by the City of Yonkers for which Ludlow Point Development, LLC is the contract vendee; 58 Knowles Street (aka 151 Downing Street) owned by 151 Ludlow LLC; and 1 Bridge Street owned by 1-3 Pier Street LLC.

3. Ludlow Point Development LLC is the contract vendee for the purchase of 55 Knowles Street.

4. Douglas A. Ramsay, Chief Financial Officer & Vice President of Asset Management, of Ginsburg Development Companies, LLC, is designated and authorized on behalf of Ginsburg Development Companies, LLC and the Volunteer Ludlow Point Development LLC to execute all documents on behalf of the Volunteer Ludlow Point Development LLC and the entity owners of the properties which comprise the BCP Site, specifically Ludlow Point Development, LLC, 151 Ludlow LLC and 1-3 Pier Street LLC as may be necessary to facilitate the BCP Site remedial program, including but not limited to an environmental easement as may be required, BCA Amendments and/ or any new applications as determined by the NYSDEC to be required for the properties comprising the BCP and for 55 Knowles Street.

GINSBURG DEVELOPMENT COMPANIES, LLC
LUDLOW POINT DEVELOPMENT, LLC
151 LUDLOW LLC
1-3 PIER STREET LLC

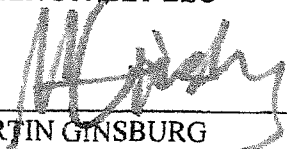
By: 
MARTIN GINSBURG
Managing Member

EXHIBIT E

NOTE:
THIS PLAN IS FOR LOCATING BORINGS ONLY.
OTHER SITE WORK SHOWN HERE IS NOT INTENDED FOR CONSTRUCTION.

UNSATURATED EXPANSION OF MATERIALS TO THIS PLAN AND A VARIATION OF
SECTION 1208 (2) OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS
REPORT MUST BE KEPT BY THE ENGINEER AND THE OWNER.

C. SESI CONSULTING ENGINEERS D.P.C. 2020
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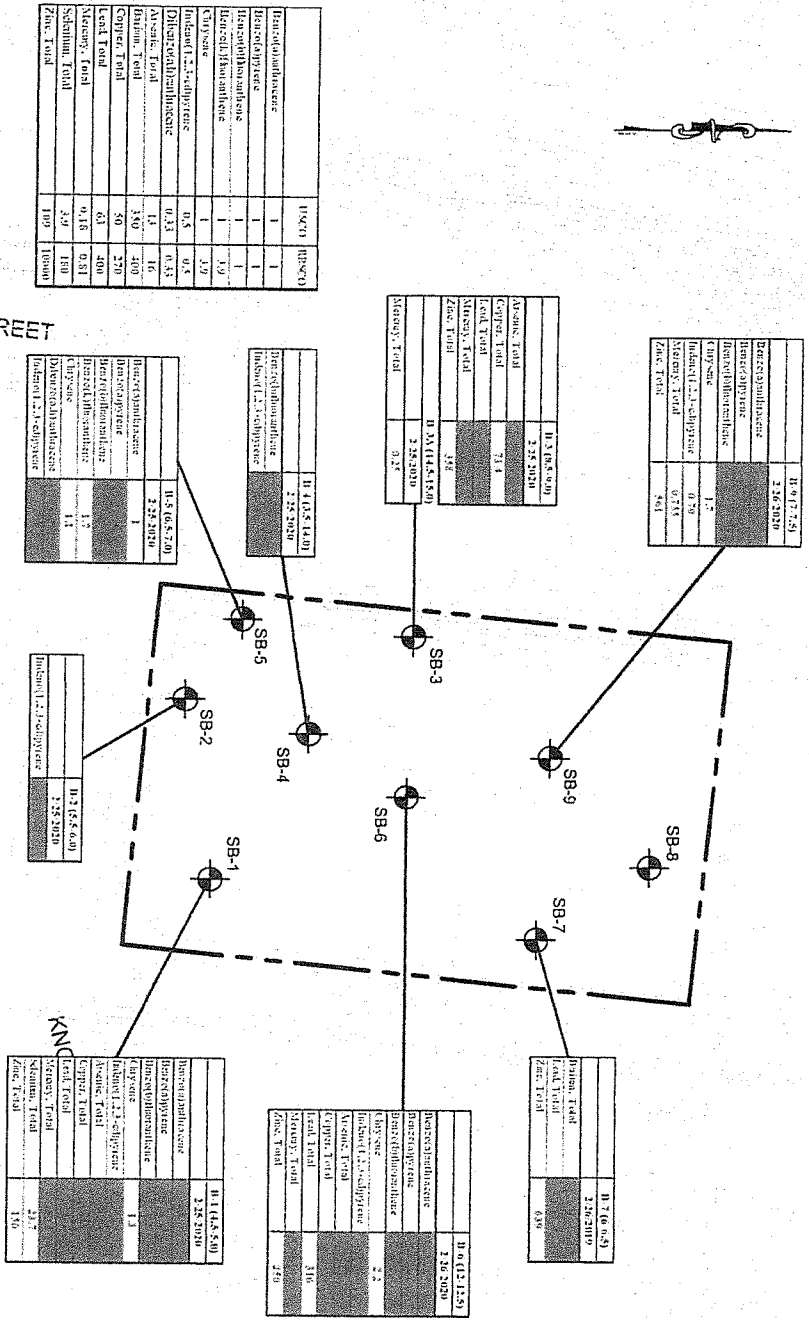
REFERENCE
SITE INFORMATION TAKEN FROM "TOPOGRAPHIC SURVEY OF PROPERTY"
PREPARED BY CONTRACTORS LINE & GRADE SOUTH LLC, DATED JULY 27, 2017.



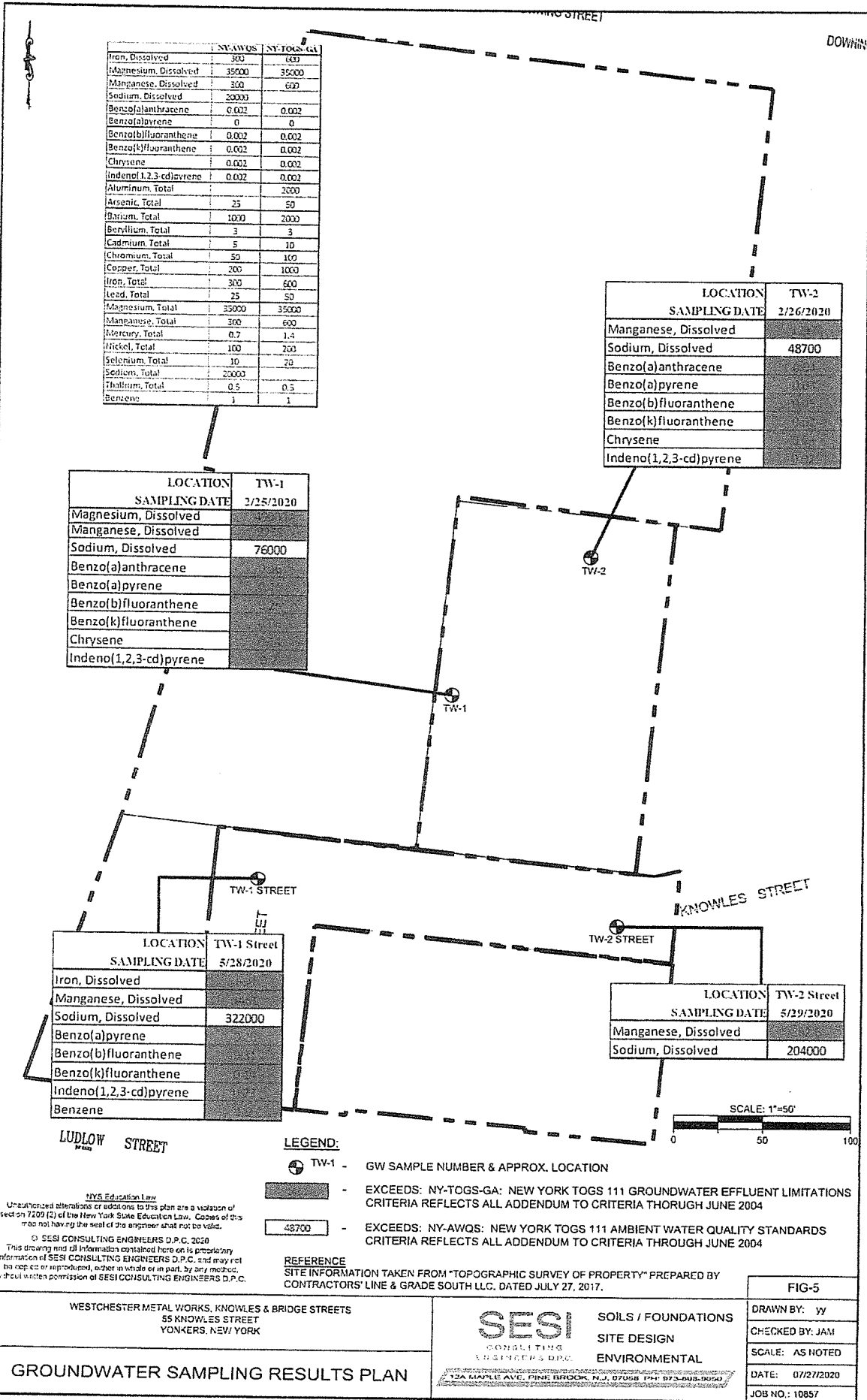
NY-RRSCO
NY-USGO
NYCRR PART 375 RESTRICTED-RESIDENTIAL SOIL
CRITERIA, DECEMBER 14, 2006
NYCRR PART 375 NEW YORK UNRESTRICTED USE
CRITERIA, EFFECTIVE DECEMBER 14, 2008

LEGEND:
PROPERTY LINE
BORING NUMBER & APPROX. LOCATION
EXCEEDS NY-RRSCO
EXCEEDS NY-USGO

STREET



<p>FIG-3</p> <p>1 of 1</p>	<p>WESTCHESTER METAL WORKS 55 KNOWLES STREET YONKERS, NEW YORK</p>	<p>SESI CONSULTING ENGINEERS D.P.C.</p>	<p>SOILS / FOUNDATIONS SITE DESIGN ENVIRONMENTAL</p>	<p>dwg by: ees chk by: DA scale: AS NOTED date: 07/27/2020</p>
	<p>WESTCHESTER METAL WORKS SOIL SAMPLE RESULTS PLAN</p>			



Unauthorized alterations or additions to this plan are a violation of section 7209 (2) of the New York State Education Law. Copies of this plan not having the seal of the engineer shall not be valid.

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NYS EDUCATION LAW

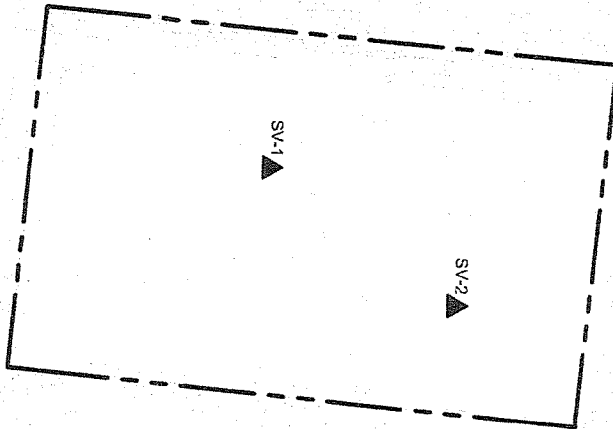
Section 2201 (2) of the New York State Education Law, Chapter of this
 map not having the seal of the engineer shall not be valid.

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NOTE:
 THIS PLAN IS FOR LOCATING SOIL VAPOR POINTS ONLY.
 OTHER SITE WORK SHOWN HERE IS NOT INTENDED FOR CONSTRUCTION.

STREET



KNOWLES STREET

LEGEND:

PROPERTY LINE

SV-1 SOIL VAPOR NUMBER & APPROX. LOCATION

REFERENCE
 SITE INFORMATION TAKEN FROM "TOPOGRAPHIC SURVEY OF PROPERTY"
 PREPARED BY CONTRACTORS' LINE & GRADE SOUTH LLC, DATED JULY 27, 2017.



<p>FIG-6 1 of 1</p>	<p>WESTCHESTER METAL WORKS 55 KNOWLES STREET YONKERS, NEW YORK</p>	<p>SESI CONSULTING ENGINEERS P.C. SOILS / FOUNDATIONS SITE DESIGN ENVIRONMENTAL 12A MAPLE AVE. PINE BROOK, N.J. 07658 PH: 973-608-0050</p>	<p>dwg by: ees chk by: JAM scale: AS NOTED date: 08/17/2021</p>
	<p>SOIL VAPOR SAMPLE LOCATION PLAN</p>		

EXHIBIT F
