



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☐ Amendment to [check one or more boxes below]

- ☐ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☐ Yes ☒ No

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)

Please provide a brief narrative on the nature of the amendment:

The Brownfield Cleanup Agreement (BCA) for the voluntary cleanup program located at 70 Nardozzi in New Rochelle had P.V.E CO., LLC listed as the site owner when the site owners are two entities; P.V.E. CO., LLC and P.V.E II CO., LLC.

For purposes of background, P.V.E. CO., LLC and P.V.E. II CO., LLC is the site owner and 70 Nardozzi LLC as the Applicant leased the land for 99 years and entered into the Brownfield program with DEC.

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

Section I. Existing Agreement Information			
BCP SITE NAME:		BCP SITE NUMBER:	
NAME OF CURRENT APPLICANT(S):			
INDEX NUMBER OF EXISTING AGREEMENT:		DATE OF EXISTING AGREEMENT:	
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Is the requestor authorized to conduct business in New York State (NYS)? Yes No			
<ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
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	
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? Yes No			
Describe Requestor's Relationship to Existing Applicant:			

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor) P.V.E. CO., LLC and P.V.E. CO. II, LLC		
ADDRESS One Radisson Plaza, Suite 1002		
CITY/TOWN New Rochelle, NY		ZIP CODE 10801
PHONE 914-738-4200	FAX n/a	E-MAIL vincent@ruscianoassociatesinc.com
OPERATOR'S NAME (if different from requestor or owner)		
ADDRESS		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL

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

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

1. Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☐ No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☐ No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? ☐ Yes ☐ No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☐ No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. ☐ Yes ☐ No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? ☐ Yes ☐ No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☐ No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? ☐ Yes ☐ No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? ☐ Yes ☐ No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? ☐ Yes ☐ No
11. Are there any unregistered bulk storage tanks on-site which require registration? ☐ Yes ☐ No

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

☐ PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☐ VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

Requestor's Relationship to Property (check one):

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

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)

ADDRESS 70 Nardozzi Place

CITY/TOWN New Rochelle

ZIP CODE 10805

TAX BLOCK AND LOT (TBL) (in existing agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
70 Nardozzi Place		2	564	2	3.4626

Check appropriate boxes below:

☐

Changes to metes and bounds description or TBL correction

☐

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

Approximate acreage added: _____

ADDITIONAL PARCELS:

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

☐

Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

Parcel Address	Parcel No.	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.

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31): "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From 6 NYCRR 375- 3.2(a) as of August 12, 2016: (a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units. (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income. (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income. (3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 70 Nardozzi Place	BCP SITE NUMBER: C360159
NAME OF CURRENT APPLICANT(S): 70 Nardozzi LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C360159-09-17	
EFFECTIVE DATE OF EXISTING AGREEMENT: 02-12-2018	

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.

01/05/2020

Date: _____ Signature: 

Print Name: Gregg Wasser

(Entity)

I hereby affirm that I am Member (title) of 70 Nardozzi 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. Gregg Wasser signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

01/05/2020

Date: _____ Signature: 

Print Name: Gregg Wasser

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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.

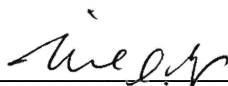
Effective Date of the Original Agreement: 02/12/18

Signature by the Department:

DATED: 02/22/21

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Michael J. Ryan, P.E., Director

Division of Environmental Remediation

SUBMITTAL INFORMATION:

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in Portable Document Format (PDF) must be sent to:

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: _____

BROWNFIELD CLEANUP PROGRAM (BCP)
INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement and/or Application. **NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.**

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

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 Corporation & Business Entity Database](#). A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address.

Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant.

Attorney Name, Address, etc.

Provide information for the requestor's attorney.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION - only include if new owner/operator or new existing owner/operator information is provided, and highlight new information in form.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property.

Operator Name, Address, etc.

Provide information for the new operator (if different from the new requestor or owner).

SECTION IV**NEW REQUESTOR ELIGIBILITY INFORMATION**

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)

NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

Property Address

Provide a street address, city/town, and zip code. For properties with multiple addresses, provide information for all.

Tax Parcel Information

Provide the tax parcel/section/block/lot information. 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, and/or acceptable site map to this application. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5 minute quad map on which the property appears.



No Transfer Tax Due
between

THIS INDENTURE made the 1st day of May, 1978

08504

PENNANT BUILDING CORP., a New York corporation,
EUGENE A. RUSCIANO and ANTHONY J. RUSCIANO II as
Executors of the Estate of PENINNAH E. RUSCIANO,
Deceased,

EUGENE A. RUSCIANO and ANTHONY J. RUSCIANO II as
Executors of the Estate of VINCENT E. RUSCIANO,
Deceased, and EUGENE A. RUSCIANO,

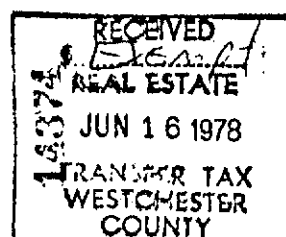
all having their principal office at 2 Penn Place, Pelham Manor,
New York and hereinafter collectively referred to as "Grantors"

and

P.V.E. Co., a New York Partnership, and P.V.E. II
Co., a New York Partnership, both having their principal office
at 2 Penn Place, Pelham Manor, New York and hereinafter jointly
referred to as "Grantees".

W I T N E S S E T H

Grantors, in consideration of Ten Dollars and other
valuable consideration paid by Grantees, do hereby grant and
release unto Grantees equally and to their respective heirs,
successors and assigns forever, all of Grantors' interest in
and to those certain parcels of land and any improvements
erected thereon situate in the City of New Rochelle, County of
Westchester and State of New York bounded and described as
follows:



PARCEL 1: BEGINNING at a point at the most westerly corner of the herein described premises, said point being distant 110.00 feet southeasterly of and measured at right angles from Station 560 + 67.78 of the monumented six track center line of the railroad leading from Harlem River to New Rochelle, New York; thence North 36° 34' 30" east in a line parallel with and distant 110 feet southeasterly of and measured at right angles from said center line, bounding northwesterly on remaining railroad land 36 feet to a point opposite Station 561 + 03.78 of said center line; thence South 60° 16' 01" east, bounding northeasterly on remaining railroad land 57.07 feet to a point; thence South 44° 08' 34" west, bounding southeasterly on land now or formerly of New Rochelle Warehouse Corporation, 49.64 feet to a point; thence North 46° 08' 18" west, bounding southwesterly on land now or formerly of the Pelham Leasing Corporation 50.53 feet to the point or place of beginning; containing 2,274 square feet, more or less.

PARCEL 2: BEGINNING at a point at the most westerly corner of the herein described premises, said point being distant 160.12 feet southeasterly of and measured at right angles from Station 560 + 61.37 of the monumented six track center line of the railroad leading from Harlem River to New Rochelle, New York; thence North 44° 08' 34" east, bounding northwesterly on land now or formerly of New Rochelle Warehouse Corporation 49.64 feet to a point; thence South 60° 16' 01" east, bounding northeasterly on remaining railroad land 11.93 feet to a point; thence South 69° 23' 05" east, bounding northeasterly on remaining railroad land 114 feet to a point distant 288.13 feet southeasterly of and measured at right angles from Station 561 + 43.35 of said center line; thence North 36° 34' 30" east, in a line parallel with and distant 288.13 feet southeasterly of and measured at right angles from said center line, bounding northwesterly on remaining railroad land 773 feet to a point opposite station 569 + 16.35 of said center line; thence North 37° 49' 12" east, bounding northwesterly on land now or formerly of Patrick Fox 143.84 feet to a point; thence North 58° 22' 41" east, bounding northwesterly on said land now or formerly of Patrick Fox 9.46 feet to a point; thence South 61° 23' 24" east, bounding northeasterly on land now or formerly of one Cashin, 194.95 feet to a point; thence South 7° 48' 09" west, bounding southeasterly on land now or formerly of the City of New Rochelle, 34.56 feet to a point; thence South 39° 59' 38" west, bounding southeasterly on land now or formerly of Martin J. and Katherine E. Keogh 316.69 feet to a point of curvature; thence in a general southwesterly direction by a curve to the right, having a radius of 1930.09 feet, and bounding southeasterly on said land now or formerly of Martin J. and Katherine E. Keogh 763.21 feet to a point, the chord of said curve having a length of 753.50 feet, and bearing South 51° 02' 10" West; thence North 34° 37' 39" west, bounding southwesterly on land now or formerly of the Pelham Leasing Corporation 143.69 feet to the point or place of beginning; containing 173,484 square feet, more or less.

Excepting therefrom the following described two parcels:

PARCEL "A" - BEGINNING at a point in the southeasterly side of Industrial Place distant 1005.51 feet southwesterly as measured along same from the westerly side of Weyman Avenue; thence running from said point of beginning along the southwesterly line of lands now or formerly of B. V. Kirschenbaum as Trustee and others South 65° 05' 42" east 139.11 feet to the westerly line of lands required by the City of New Rochelle for a certain incinerator Access Road; thence along same the following courses and distances:

South 14° 08' 44" east 67.59 feet to a point of tangency southerly along a curve to the right with a radius of 15 feet a distance of 13.74 feet and South 38° 21' 03" west 56.01 feet to a point on the northwesterly side of said Access Road; thence running North 65° 05' 42" west 192.87 feet to a point on the southeasterly side of Industrial Place; thence along said side of Industrial Place North 37° 19' 50" east 65.47 feet and North 32° 21' 50" east 56.48 feet to the point of beginning.

PARCEL "B" - BEGINNING at a point, said point being located South 65° 05' 42" east a distance of 139.11 feet along the southwesterly boundary line of land now or formerly owned by B. V. Kirschenbaum, Trustee and others, and from the point formed by the intersection of the southwesterly boundary line of land now or formerly owned by B. V. Kirschenbaum, Trustee and others, described in deed Liber 5820, Page 174 and the southeasterly boundary line of Industrial Place, a public street; thence through land now or formerly owned by A. J. Rusciano and others, described in deed Liber 6295, Page 190. south 14° 08' 44" east a distance of 67.59 feet to a point of curvature; thence along a curve to the right having a radius of 15.00 feet and a length of 13.74 feet to a point of tangency on the southwesterly boundary line of said land of Rusciano; thence along said southwesterly boundary line North 38° 21' 08" east a distance of 33.74 feet to a point on the northeasterly line of said land of Rusciano; thence along said northeasterly line North 65° 05' 42" west a distance of 41.86 feet to the point or place of beginning.

The property affected by this instrument lies in Section 2, Block 564, Lots 2 and 50 of the Tax Map of the City of New Rochelle.

The above parcels are conveyed subject to existing drainage and sewer conditions.

TOGETHER with and subject to all the covenants, easements, restrictions, rights privileges, duties and obligations created and described by a certain deed dated the 17th day of April, 1959, between the NEW YORK, NEW HAVEN and HARTFORD RAILROAD COMPANY and NEW ROCHELLE WAREHOUSE CORPORATION.

TOGETHER with all the right, title and interest, if any, of the grantors 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 grantors in and to said premises;

TO HAVE AND TO HOLD the premises herein granted
unto Grantees, their successors and assigns forever.

AND the Grantors, in compliance with Section 13 of
the Lien Law, covenant that Grantors will receive the consideration
for this conveyance and will hold the right to receive such con-
sideration 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.

AND Grantors covenant that they have not done or
suffered anything whereby said premises have been encumbered in
any way whatever.

IN WITNESS WHEREOF, Grantors have duly executed
this deed the day and year first above written.

PENNANT BUILDING CORP.

by

Anthony J. Rusciano

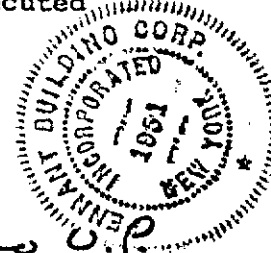
ESTATE OF PENINNAH E. RUSCIANO,
DECEASED

by

Anthony J. Rusciano
Executor

by

George A. Rusciano
Executor



ESTATE OF VINCENT E. RUSCIANO,
DECEASED

by Anthony Rusciano
Executor

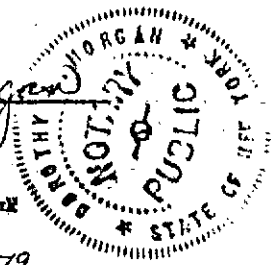
by Eugene A. Rusciano
Executor

Eugene A. Rusciano
Eugene A. Rusciano

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

On the 1st day of May 1978, before me personally came Anthony J. Rusciano to me known, who, being by me duly sworn, did depose and say that he resides at No. 51 Echo Bay Drive, New Rochelle, New York, that he is the Vice-President of Pennant Building Corp., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

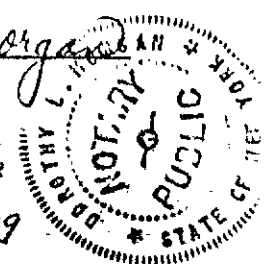
Dorothy L. Morgan
 Notary Public
 Dorothy L. Morgan
 NOTARY PUBLIC, State of New York
 No. 4515903
 Qualified in Westchester County
 Commission Expires March 30, 1979



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

On the 1st day of May 1978, before me personally came EUGENE A. RUSCIANO and ANTHONY J. RUSCIANO to me known, and known to me to be the individuals described in and who executed the foregoing instrument. Said Eugene A. Rusciano has acknowledged to me that he duly executed the foregoing instrument individually, and as a co-executor of the estate of Vincent E. Rusciano, deceased and of the estate of Penninah E. Rusciano, deceased. Said Anthony J. Rusciano has acknowledged to me that he duly executed the foregoing instrument as a co-executor of the estate of Vincent E. Rusciano, deceased and of Peninnah E. Rusciano, deceased.

Dorothy L. Morgan
 Notary Public
 Dorothy L. Morgan
 NOTARY PUBLIC, State of New York
 No. 4515903
 Qualified in Westchester County
 Commission Expires March 30, 1979



PENNANT BUILDING CORP., et al

-and-

P.V.E. Co., and P.V.E. II Co.

Section 2
Block 564
Lots 2 and 50
City of New Rochelle

RETURN TO:

BERMAN, PALEY, GOLDSTEIN & BERMAN
COUNSELLORS AT LAW
500 FIFTH AVENUE
NEW YORK, N.Y. 10036
(212) 354-9600

22.00 B —CPa

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The foregoing instrument was endorsed for record as follows:
The property affected by this instrument is situate in the
CITY OF NEW ROCHELLE
County of Westchester, N. Y. A true copy of the original
DEED
recorded in the Division of Land Records of the County Clerk's
Office of Westchester County on JUNE 16, 1978
at 11:05 A. M. in Liber 7476 Page 72 of Book
Witness my hand and Official Seal *George R. Morrow*

George R. Morrow
County Clerk