



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

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

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

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

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

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

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

☐ Other (explain in detail below)

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

This BCA Amendment is being submitted to reduce the boundaries of the BCP Site located at 10 Commerce Drive because support of excavation (SOE) walls could not be placed on the property boundary but slightly within the BCP Site boundary. As a result, the small area sliver of land around the perimeter of the property outside the SOE could not be remediated and is being excluded from the BCP Site boundary. Exhibit A depicts the 0.03459 acre portion of the Site that is being removed from the Site. Exhibit B depicts the new boundaries of the BCP Site. The BCP Site acreage is now 0.965 acres and is now a portion of tax lot 1-238-0005.

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: 10 Commerce Drive Rail Yard		BCP SITE NUMBER: C360192
NAME OF CURRENT APPLICANT(S): BRP 10 Commerce LLC		
INDEX NUMBER OF AGREEMENT: C360192-01-02		DATE OF ORIGINAL AGREEMENT: 02/05/2020
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)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

☐ PARTICIPANT

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

☐ VOLUNTEER

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

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

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

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

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

13. If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? ☐ Yes ☐ No

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

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

1. Property information on current agreement:

ADDRESS 10 Commerce Drive

CITY/TOWN New Rochelle, New York

ZIP CODE 10017

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 0.99959

Parcel Address	Section No.	Block No.	Lot No.	Acreage
10 Commerce Drive	1	238	0005	0.99959

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: _____

☒ Reduction of property

2b. PARCELS REMOVED:

Parcel Address	Section No.	Block No.	Lot No.	Acreage Removed by Parcel
p/o 10 Commerce Drive	1	283	0005	0.03459

Total acreage to be removed: 0.03459

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

2c. NEW SBL INFORMATION:

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

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

3. TOTAL REVISED SITE ACREAGE: 0.965 _____

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: 10 Commerce Drive Rail Yard	BCP SITE NUMBER: C360192
NAME OF CURRENT APPLICANT(S): BRP 10 Commerce LLC	
INDEX NUMBER OF AGREEMENT: C360192-01-02	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 02/05/2020	

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 a member (title) of BRP 10 Commerce 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. Steven Smith's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 8/27/21 Signature: Stc

Print Name: Steven Smith

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: 02/05/2020

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

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

Site Code: C360192

SUBMITTAL INFORMATION:

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

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

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

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER:_____



August 31, 2021

VIA FEDERAL EXPRESS

Kelly A. Lewandowski, P.E. &
Leonard Zinoman
Chief Site Control Section
New York State Division of Environmental Conservation
Site Control Section
625 Broadway, 11th Floor
Albany, NY 12233

RE: BCA Amendment Application
Parties: BRP 10 Commerce LLC
Site Name: 10 Commerce Drive Rail Yard
BCP Site No.: C360192
Site Address: 10 Commerce Drive
New Rochelle, New York 10801

Dear Ms. Lewandowski:

Enclosed please find the BCA Amendment Application reducing the boundaries of the BCP Site because support of excavation (SOE) walls could not be placed on the property boundary but slightly within the BCP Site boundary. As a result, the sliver of land around the perimeter of the property outside the SOE could not be remediated and is being excluded from the BCP Site boundary.

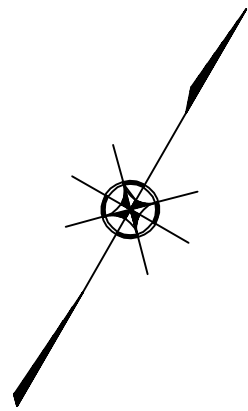
Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,

KNAUF SHAW LLP

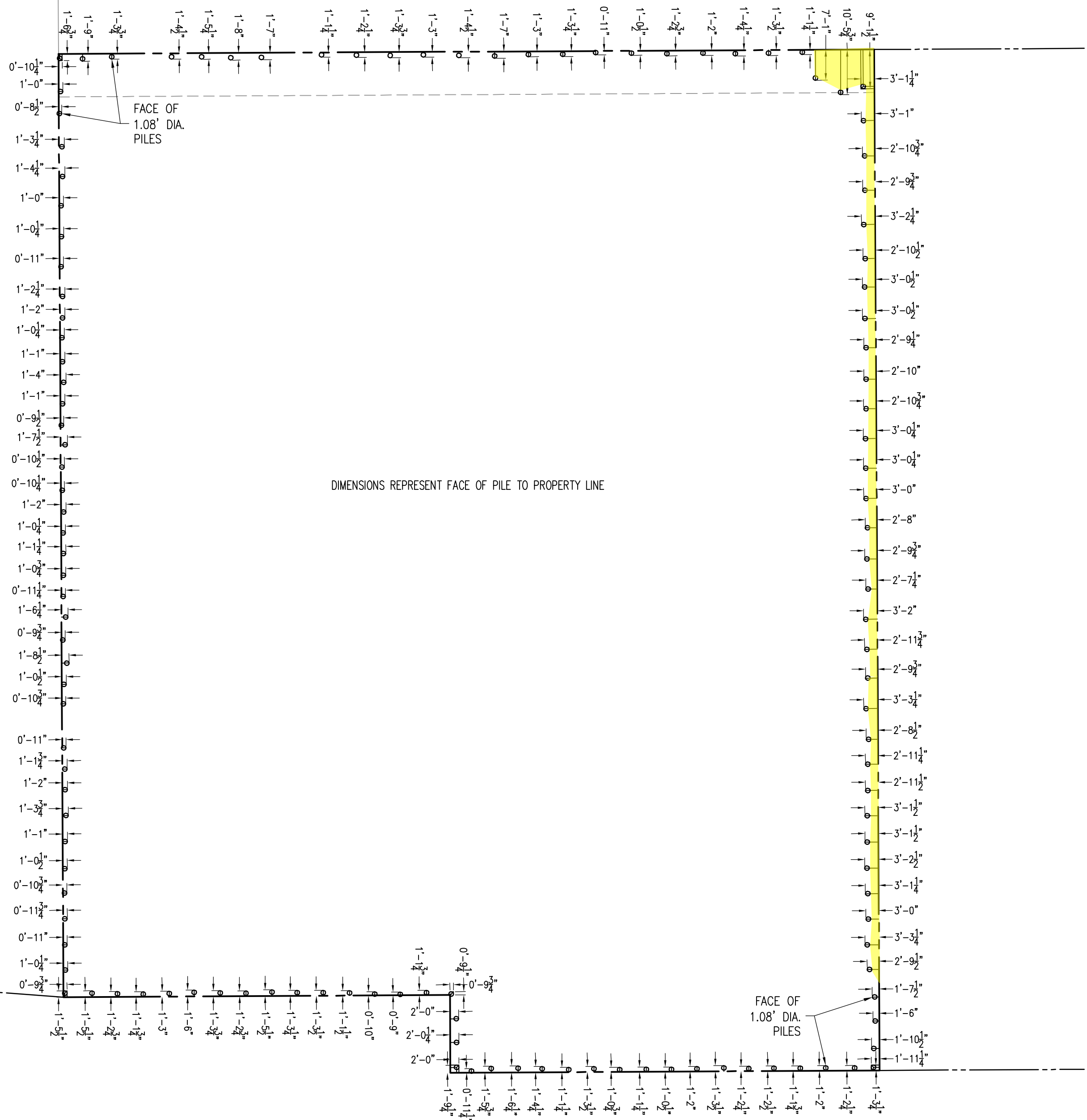
LINDA R. SHAW

Encl.



COMMERCE DRIVE

RENEWAL PLACE/COMMERCE DRIVE



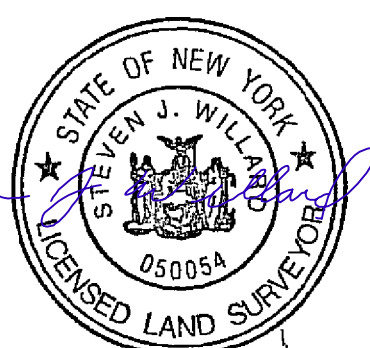
BOUNDARY INFORMATION PROVIDED BY LANGAN ENGINEERS.

THE SURVEYOR'S SEAL, SIGNATURE AND ANY CERTIFICATION APPEARING HEREON SIGNIFY THAT, TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR LAND SURVEYS AS SET FORTH IN THE CODE OF PRACTICE ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, INC.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

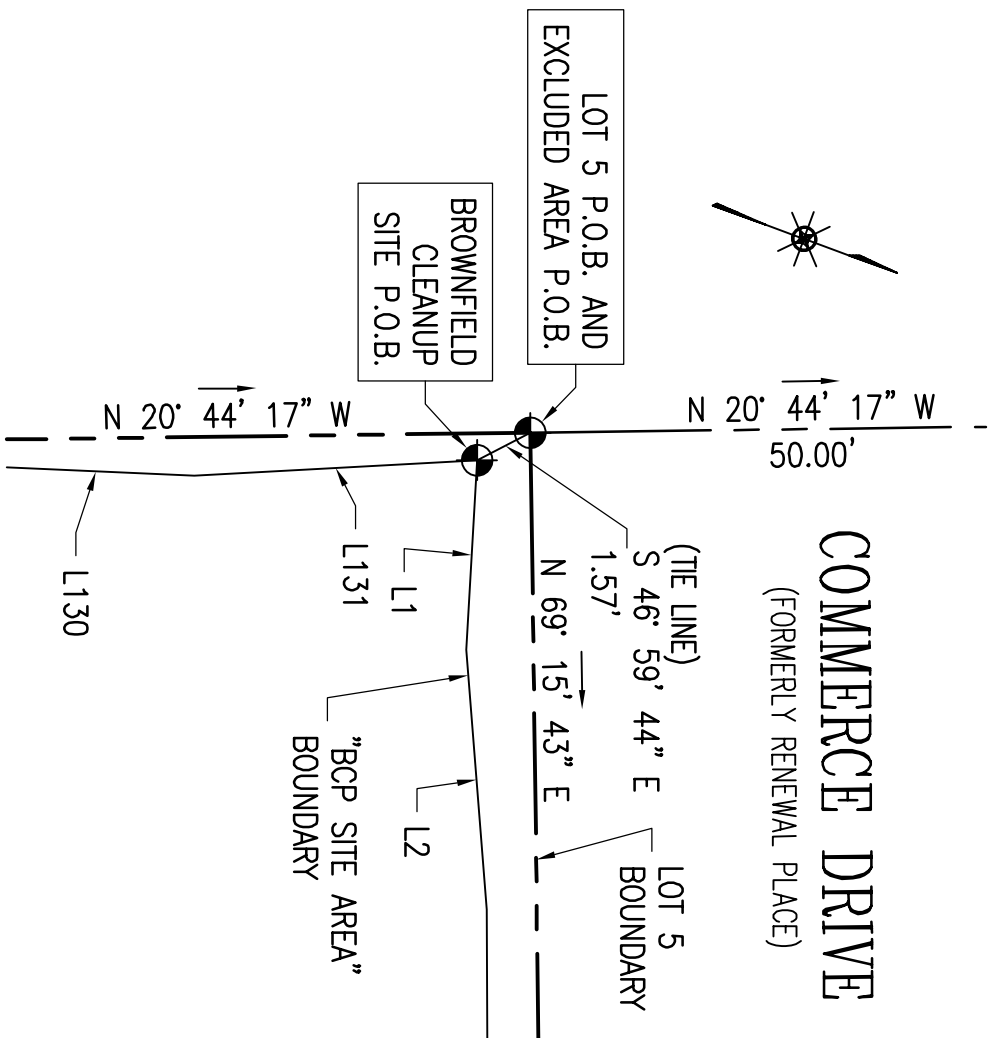
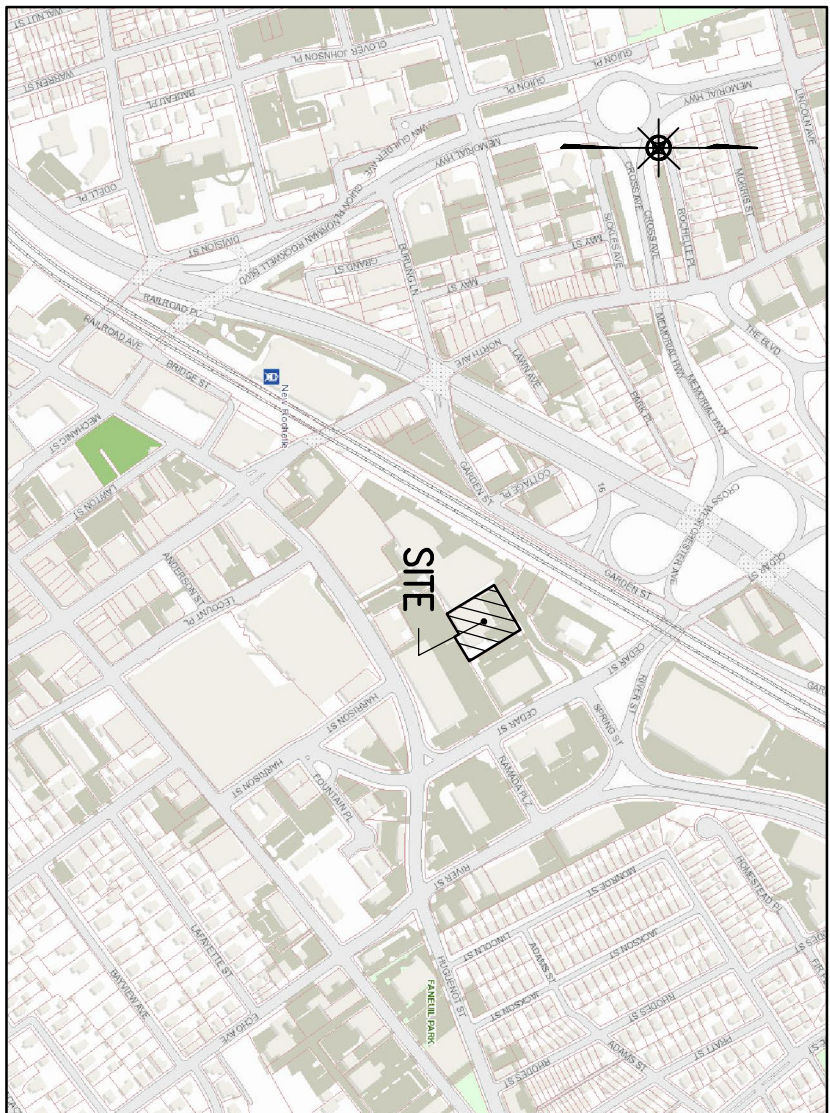
LINE & GRADE SURVEYORS D.P.C.

23 Nepperhan Avenue
Elmsford, New York 10523
Phone: (914) 347-3141 Fax: (914) 347-3120
email: Office@LineAndGrade.net



PILE AS-BUILT
PREPARED FOR
10 COMMERCE DRIVE
PROPERTY SITUATE IN
CITY OF NEW ROCHELLE
COUNTY OF WESTCHESTER
STATE OF NEW YORK
SCALE: 1" = 20'

Date: DECEMBER 21, 2020



Parcel Line Table		
Line #	Length	Direction
L121	5.61'	N 21° 17' 11" W
L122	4.80'	N 18° 59' 54" W
L123	4.97'	N 20° 36' 04" W
L124	6.97'	N 22° 53' 10" W
L125	7.00'	N 19° 50' 52" W
L126	6.89'	N 21° 32' 02" W
L127	7.16'	N 21° 00' 24" W
L128	7.60'	N 17° 39' 53" W
L129	7.16'	N 24° 48' 51" W
L130	5.14'	N 17° 29' 27" W
L131	7.36'	N 23° 11' 25" W

Parcel Line Table		
Line #	Length	Direction
L101	6.04'	N 22° 10' 16" W
L102	4.80'	N 20° 56' 29" W
L103	4.97'	N 23° 28' 15" W
L104	10.26'	N 20° 53' 55" W
L105	4.55'	N 18° 47' 48" W
L106	5.07'	N 13° 12' 21" W
L107	5.45'	N 30° 04' 16" W
L108	5.36'	N 13° 15' 40" W
L109	4.81'	N 27° 29' 16" W
L110	4.99'	N 19° 27' 35" W
L111	5.03'	N 20° 15' 26" W
L112	4.82'	N 21° 40' 36" W
L113	4.90'	N 18° 56' 55" W
L114	5.07'	N 24° 22' 16" W
L115	5.43'	N 20° 29' 11" W
L116	5.22'	N 12° 28' 24" W
L117	4.67'	N 31° 04' 55" W
L118	4.96'	N 17° 18' 10" W
L119	5.01'	N 18° 00' 56" W
L120	4.83'	N 23° 35' 27" W

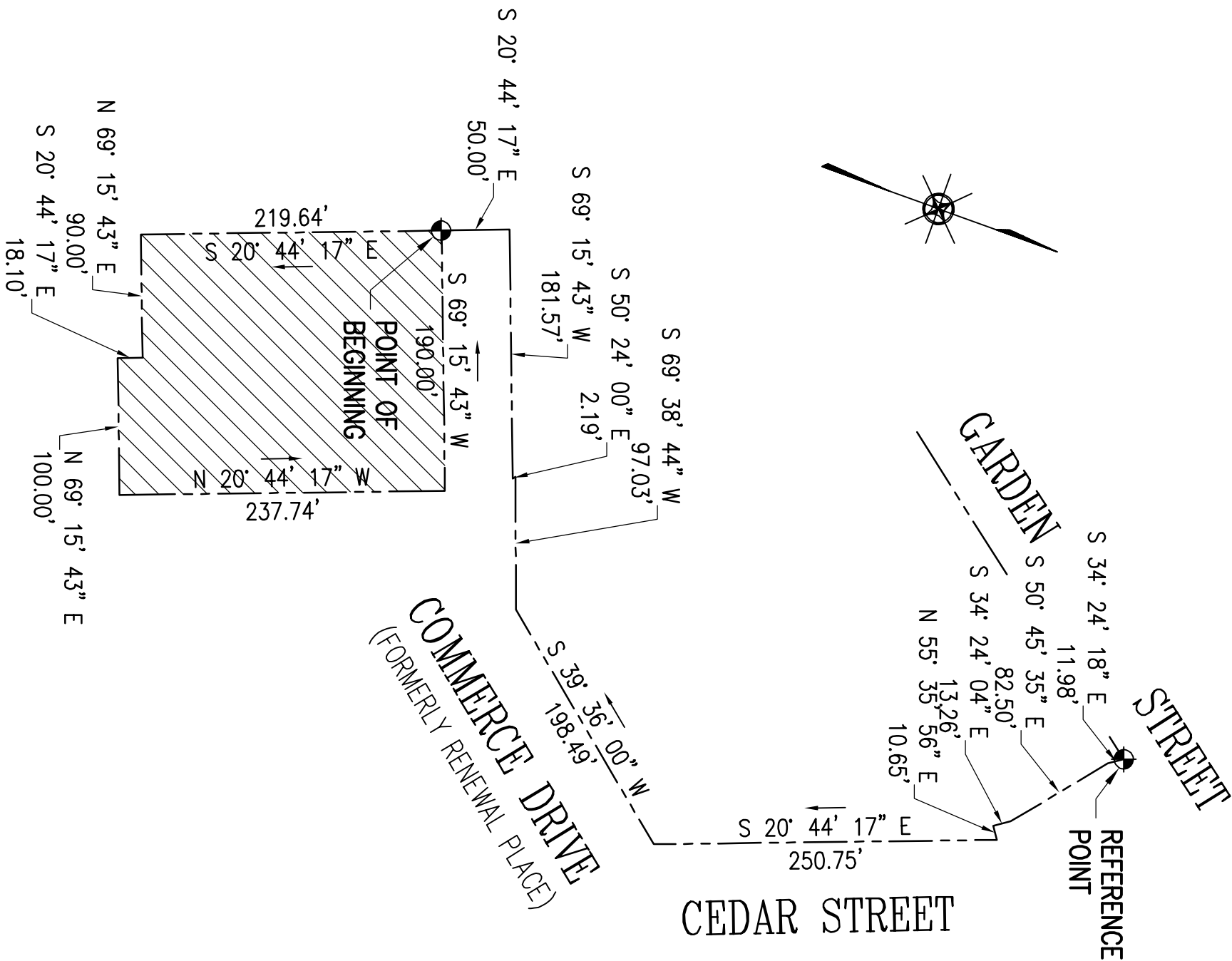
Parcel Line Table		
Line #	Length	Direction
L81	5.91'	S 69° 56' 19" W
L82	5.88'	S 72° 13' 21" W
L83	6.12'	S 70° 39' 48" W
L84	6.10'	S 69° 13' 17" W
L85	5.90'	S 77° 00' 31" W
L86	6.04'	S 67° 06' 42" W
L87	5.86'	S 69° 55' 21" W
L88	6.09'	S 77° 09' 26" W
L89	5.80'	S 66° 48' 48" W
L90	6.04'	S 68° 15' 03" W
L91	6.00'	S 70° 01' 02" W
L92	5.92'	S 71° 21' 46" W
L93	6.07'	S 67° 46' 42" W
L94	5.05'	N 16° 38' 39" W
L95	5.82'	N 21° 39' 40" W
L96	6.07'	N 20° 17' 22" W
L97	6.05'	N 21° 29' 20" W
L98	5.64'	N 19° 15' 54" W
L99	6.32'	N 20° 14' 24" W
L100	6.06'	N 16° 36' 01" W

Parcel Line Table		
Line #	Length	Direction
L61	5.97'	S 69° 56' 15" W
L62	6.14'	S 69° 55' 12" W
L63	5.86'	S 69° 58' 41" W
L64	5.79'	S 70° 26' 28" W
L65	6.26'	S 68° 06' 30" W
L66	5.92'	S 67° 56' 40" W
L67	5.86'	S 69° 52' 35" W
L68	6.14'	S 68° 46' 58" W
L69	6.06'	S 71° 23' 59" W
L70	5.83'	S 67° 27' 47" W
L71	6.20'	S 71° 41' 05" W
L72	5.61'	S 70° 46' 55" W
L73	6.29'	S 69° 00' 53" W
L74	4.64'	S 62° 27' 20" W
L75	3.12'	S 81° 35' 46" W
L76	5.46'	N 16° 50' 03" W
L77	5.51'	N 20° 56' 55" W
L78	6.31'	N 32° 59' 03" W
L79	6.10'	S 74° 10' 18" W
L80	6.17'	S 65° 46' 35" W

Parcel Line Table		
Line #	Length	Direction
L41	7.08'	S 16° 11' 49" E
L42	7.00'	S 22° 20' 46" E
L43	6.73'	S 22° 10' 46" E
L44	7.09'	S 17° 03' 53" E
L45	4.06'	S 26° 11' 00" E
L46	5.65'	S 18° 34' 09" E
L47	6.08'	S 27° 11' 11" E
L48	5.92'	S 19° 04' 06" E
L49	6.12'	S 20° 50' 44" E
L50	6.06'	S 19° 52' 02" E
L51	5.85'	S 21° 41' 26" E
L52	5.90'	S 21° 41' 26" E
L53	6.04'	S 21° 41' 26" E
L54	5.71'	S 23° 27' 08" E
L55	6.55'	S 30° 58' 19" E
L56	5.56'	S 22° 07' 44" E
L57	6.40'	S 17° 23' 36" E
L58	4.00'	S 21° 51' 09" E
L59	4.03'	S 20° 15' 40" W
L60	6.71'	S 69° 06' 25" W

Parcel Line Table		
Line #	Length	Direction
L21	7.69'	N 67° 56' 11" E
L22	6.38'	S 45° 02' 29" E
L23	7.20'	S 81° 00' 33" E
L24	5.11'	N 52° 05' 09" E
L25	7.56'	S 19° 46' 37" E
L26	8.24'	S 22° 02' 06" E
L27	8.01'	S 21° 13' 10" E
L28	7.95'	S 18° 09' 04" E
L29	7.94'	S 22° 52' 36" E
L30	6.65'	N 68° 42' 18" E
L31	7.34'	S 20° 41' 43" E
L32	6.79'	S 23° 02' 28" E
L33	7.34'	S 20° 20' 48" E
L34	8.84'	S 20° 12' 30" E
L35	6.97'	S 19° 38' 31" E
L36	6.88'	S 20° 47' 30" E
L37	7.08'	S 20° 55' 04" E
L38	6.84'	S 23° 22' 27" E
L39	7.26'	S 19° 36' 17" E
L40	6.96'	S 22° 25' 56" E

Parcel Line Table		
Line #	Length	Direction
L1	4.94'	N 73° 15' 35" E
L2	6.78'	N 65° 30' 28" E
L3	13.97'	N 69° 32' 57" E
L4	6.95'	N 69° 43' 07" E
L5	6.83'	N 71° 15' 05" E
L6	7.15'	N 68° 36' 12" E
L7	13.97'	N 67° 17' 45" E
L8	8.16'	N 69° 45' 16" E
L9	7.85'	N 70° 16' 14" E
L10	7.76'	N 68° 42' 18" E
L11	8.24'	N 70° 14' 23" E
L12	8.34'	N 70° 37' 34" E
L13	7.89'	N 66° 53' 23" E
L14	7.98'	N 69° 20' 49" E
L15	7.67'	N 66° 42' 42" E
L16	8.34'	N 70° 07' 03" E
L17	8.31'	N 70° 28' 40" E
L18	8.39'	N 68° 54' 47" E
L19	7.25'	N 70° 33' 44" E
L20	7.70'	N 68° 46' 46" E



DEED PLOT
SECT. 1, BLOCK 238, LOT 1 n/k/a LOT 5
CONTROL No. 5804633382

"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 New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at denweb@dec.ny.gov."

THE PURPOSE OF THIS MAP IS TO INDICATE THE AREA (BOUNDED BY THE METES AND BOUNDS SHOWN ON THIS MAP) INCLUDED FOR A BROWNFELD SUBMISSION. THE METES AND BOUNDS OF THE BOUNDARY SHOWN IN THIS MAP DOES NOT INDICATE OWNERSHIP FOR WHOM THIS MAP IS PREPARED AND IS INADMISSIBLE FOR USE IN TRANSFER OF TITLE.

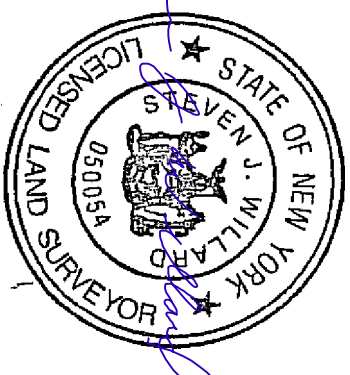
THE SURVEYOR'S SEAL, SIGNATURE AND ANY CERTIFICATION APPEARING HEREON SIGNIFY THAT, TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR LAND SURVEYS AS SET FORTH IN THE CODE OF PRACTICE ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, INC.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7208, SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

LINE & GRADE SURVEYORS D.P.C.

23 Nepehan Avenue
Elmsford, New York 10523
Phone: (914) 347-3141 Fax : (914) 347-3120
email: Office@lineandgrade.net

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ACREAGE SCHEDULE:

PARCEL	SQ. FT.	ACRES
LOT 5	43,542 ±	0.996 Ac.
"BCP SITE"	42,035 ±	0.960 Ac.

SHEET 1 OF 2
BROWNFELD CLEANUP PROGRAM
PREPARED FOR
10 COMMERCE DRIVE
RAIL YARD SITE No. C360192
TAX ID: 1-238-5
BCP SITE AREA: 42,035 S.F. (0.965 Ac.)
PROPERTY SITUATE IN THE
CITY OF NEW ROCHELLE
COUNTY OF WESTCHESTER
STATE OF NEW YORK

DATE: AUGUST 12, 2021

CADD FILE: /C360192-35238 10 COMMERCE BROWNFELD-2.DWG

Schedule A
Legal Description for Lot 1-238-5

All that certain plot, piece or parcel of land, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, being known and designated as the westerly portion of Block 238, Lot 1 n/k/a Lot 5 as shown on the official Tax Assessment Map of the City of New Rochelle, N.Y., more particularly bounded and described as follows:

BEGINNING at a point on the southerly boundary line of nor Renewal Place, said point being distant the following courses and distances from the point formed by the intersection of the southwesterly boundary line of Cedar Street with the southeasterly boundary line of Garden Street shown on a map of land taken by the People of the State of New York for the Cedar Street Arterial filed in the Westchester County Clerk's Office, Division of Land Records in November 20, 1967 as Map No. 15653.

South 34 degrees 24 minutes 18 seconds East 11.98 feet;
South 50 degrees 45 minutes 35 seconds East 82.50 feet;
South 34 degrees 24 minutes 04 seconds East 13.26 feet;
North 55 degrees 35 minutes 56 seconds East 10.65 feet;
South 20 degrees 44 minutes 17 seconds East 250.75 feet to a point of intersection with the westerly boundary line of Cedar Street with the northerly boundary line of Renewal Place;

THENCE along said northerly boundary line;

South 39 degrees 36 minutes 00 seconds West 198.49 feet;
South 69 degrees 38 minutes 44 seconds West 97.03 feet;
South 50 degrees 24 minutes 00 seconds East 2.19 feet;
South 69 degrees 15 minutes 43 seconds West 181.57 feet to the westerly boundary line of Renewal Place;

THENCE South 50 degrees 44 minutes 17 seconds East 50.00 feet to the point of intersection of the westerly and southerly boundary line of Renewal Place and the point or place of BEGINNING.

THENCE South 20 degrees 44 minutes 17 seconds East 219.64 feet;
North 69 degrees 15 minutes 43 seconds East 90.00 feet;
South 20 degrees 44 minutes 17 seconds East 18.10 feet;
North 69 degrees 15 minutes 43 seconds East 100.00 feet;
North 20 degrees 44 minutes 17 seconds West 237.74 feet to a point on the southerly boundary line of Renewal Place;

THENCE along said southerly boundary line South 69 degrees 15 minutes 43 seconds West 190.00 feet to the point or place of BEGINNING.

Containing within said bounds 43,542 ± sq. ft. (0.9996 Ac.) of land.

THE PURPOSE OF THIS MAP IS TO INDICATE THE AREA BOUNDED BY THE METES AND BOUNDS SHOWN ON THIS MAP INCURRED FOR A BROWNFIELDED SUBMISSION. THE METES AND BOUNDS OF THE BOUNDARY SHOWN IN THIS MAP DOES NOT INDICATE OWNERSHIP FOR WHOM THIS MAP IS PREPARED AND IS UNLAWFUL FOR USE IN TRANSFER OF TITLE.

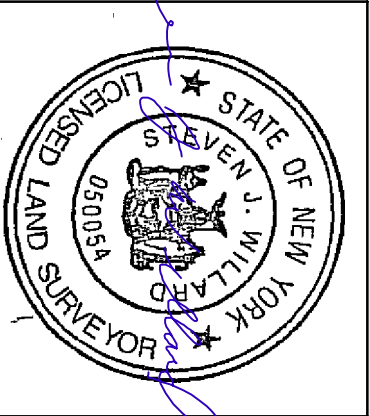
THE SURVEYOR'S SEAL, SIGNATURE AND ANY CERTIFICATION APPEARING HEREON SIGNIFY THAT, TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR LAND SURVEYS AS SET FORTH IN THE CODE OF PRACTICE ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, INC.

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7208, SUB-DIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

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Schedule A
Legal Description for BCP Site Area

All that certain plot, piece or parcel of land, situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, being a portion of Block 238, Lot 1 n/k/a Lot 5 as shown on the official Tax Assessment Maps of the City of New Rochelle, N.Y., more particularly bounded and described as follows:

BEGINNING at a point located within aforesaid Lot 5, said point being distant South 46 degrees 59 minutes 44 seconds East a distance of 1.57 feet from the point formed by the intersection of the westerly and southerly boundary line of Renewal Place (now Commerce Drive), also known as the Point of Beginning of said Lot 5 as described in Control No. 580463382 and filed in the Westchester County Clerk's Office, Division of Land Records on March 9, 2018,;

THENCE through the lands of Lot 5 the following one hundred thirty one-(131) courses and distances:

1. North 73 degrees 15 minutes 35 seconds East a distance of 4.94
2. North 65 degrees 30 minutes 28 seconds East a distance of 6.78
3. North 69 degrees 32 minutes 57 seconds East a distance of 13.97
4. North 69 degrees 43 minutes 02 seconds East a distance of 6.95
5. North 71 degrees 15 minutes 05 seconds East a distance of 6.83
6. North 68 degrees 36 minutes 12 seconds East a distance of 7.15
7. North 67 degrees 17 minutes 45 seconds East a distance of 13.97
8. North 69 degrees 45 minutes 16 seconds East a distance of 8.16
9. North 70 degrees 16 minutes 14 seconds East a distance of 7.83
10. North 68 degrees 42 minutes 18 seconds East a distance of 7.76
11. North 70 degrees 14 minutes 23 seconds East a distance of 8.24
12. North 70 degrees 37 minutes 34 seconds East a distance of 8.34
13. North 66 degrees 53 minutes 23 seconds East a distance of 7.89
14. North 69 degrees 20 minutes 49 seconds East a distance of 7.99
15. North 66 degrees 42 minutes 42 seconds East a distance of 7.67
16. North 70 degrees 07 minutes 03 seconds East a distance of 8.34
17. North 70 degrees 28 minutes 40 seconds East a distance of 8.31
18. North 68 degrees 54 minutes 47 seconds East a distance of 8.39
19. North 70 degrees 33 minutes 44 seconds East a distance of 7.55
20. North 68 degrees 48 minutes 46 seconds East a distance of 7.70
21. North 67 degrees 56 minutes 11 seconds East a distance of 7.89
22. South 45 degrees 02 minutes 29 seconds East a distance of 6.38
23. South 81 degrees 00 minutes 33 seconds East a distance of 7.20
24. North 52 degrees 05 minutes 09 seconds East a distance of 5.11
25. South 19 degrees 48 minutes 37 seconds East a distance of 7.56
26. South 22 degrees 02 minutes 06 seconds East a distance of 8.24
27. South 21 degrees 13 minutes 10 seconds East a distance of 8.01
28. South 18 degrees 09 minutes 09 seconds East a distance of 7.95
29. South 22 degrees 52 minutes 36 seconds East a distance of 7.94
30. South 19 degrees 22 minutes 54 seconds East a distance of 6.65
31. South 20 degrees 41 minutes 43 seconds East a distance of 7.34
32. South 23 degrees 02 minutes 28 seconds East a distance of 6.79
33. South 20 degrees 20 minutes 48 seconds East a distance of 7.34
34. South 20 degrees 12 minutes 50 seconds East a distance of 6.84
35. South 19 degrees 38 minutes 31 seconds East a distance of 6.97
36. South 20 degrees 47 minutes 30 seconds East a distance of 6.88
37. South 20 degrees 55 minutes 04 seconds East a distance of 7.06
38. South 23 degrees 22 minutes 27 seconds East a distance of 6.84
39. South 19 degrees 36 minutes 17 seconds East a distance of 7.26
40. South 22 degrees 25 minutes 58 seconds East a distance of 6.98
41. South 16 degrees 11 minutes 49 seconds East a distance of 7.08
42. South 22 degrees 20 minutes 46 seconds East a distance of 7.00
43. South 22 degrees 10 minutes 48 seconds East a distance of 6.73
44. South 17 degrees 03 minutes 53 seconds East a distance of 7.09
45. South 25 degrees 11 minutes 00 seconds East a distance of 7.16

46. South 18 degrees 34 minutes 09 seconds East a distance of 5.85
47. South 20 degrees 27 minutes 11 seconds East a distance of 6.08
48. South 19 degrees 04 minutes 08 seconds East a distance of 5.92
49. South 20 degrees 50 minutes 44 seconds East a distance of 6.12
50. South 19 degrees 52 minutes 03 seconds East a distance of 6.06
51. South 21 degrees 49 minutes 14 seconds East a distance of 5.95
52. South 21 degrees 41 minutes 28 seconds East a distance of 5.90
53. South 18 degrees 15 minutes 56 seconds East a distance of 6.04
54. South 25 degrees 27 minutes 09 seconds East a distance of 5.71
55. South 30 degrees 58 minutes 19 seconds East a distance of 6.55
56. South 22 degrees 07 minutes 44 seconds East a distance of 5.59
57. South 17 degrees 23 minutes 36 seconds East a distance of 6.40
58. South 21 degrees 51 minutes 09 seconds East a distance of 4.00
59. South 70 degrees 15 minutes 40 seconds West a distance of 4.03
60. South 69 degrees 06 minutes 25 seconds West a distance of 6.71
61. South 68 degrees 58 minutes 12 seconds West a distance of 5.97
62. South 69 degrees 55 minutes 15 seconds West a distance of 6.14
63. South 68 degrees 58 minutes 41 seconds West a distance of 5.86
64. South 70 degrees 26 minutes 28 seconds West a distance of 5.79
65. South 68 degrees 06 minutes 30 seconds West a distance of 6.28
66. South 67 degrees 58 minutes 40 seconds West a distance of 5.92
67. South 69 degrees 52 minutes 33 seconds West a distance of 5.89
68. South 68 degrees 49 minutes 58 seconds West a distance of 6.14
69. South 71 degrees 23 minutes 59 seconds West a distance of 6.06
70. South 67 degrees 27 minutes 47 seconds West a distance of 5.83
71. South 71 degrees 41 minutes 05 seconds West a distance of 6.20
72. South 70 degrees 48 minutes 55 seconds West a distance of 5.61
73. South 69 degrees 00 minutes 53 seconds West a distance of 6.29
74. South 62 degrees 27 minutes 20 seconds West a distance of 4.64
75. South 81 degrees 35 minutes 46 seconds West a distance of 3.12
76. North 18 degrees 50 minutes 03 seconds West a distance of 5.45
77. North 20 degrees 59 minutes 55 seconds West a distance of 5.51
78. North 32 degrees 59 minutes 03 seconds West a distance of 6.31
79. South 74 degrees 10 minutes 19 seconds West a distance of 6.10
80. South 65 degrees 40 minutes 35 seconds West a distance of 6.17
81. South 69 degrees 58 minutes 19 seconds West a distance of 5.91
82. South 72 degrees 13 minutes 21 seconds West a distance of 5.88
83. South 70 degrees 39 minutes 48 seconds West a distance of 6.12
84. South 69 degrees 13 minutes 17 second West a distance of 6.10
85. South 71 degrees 00 minutes 31 seconds West a distance of 5.90
86. South 67 degrees 08 minutes 42 seconds West a distance of 6.04
87. South 69 degrees 55 minutes 21 seconds West a distance of 5.98
88. South 71 degrees 09 minutes 26 seconds West a distance of 6.09
89. South 66 degrees 48 minutes 49 seconds West a distance of 5.80
90. South 68 degrees 15 minutes 03 seconds West a distance of 6.04
91. South 70 degrees 01 minutes 02 seconds West a distance of 6.00
92. South 71 degrees 21 minutes 48 seconds West a distance of 5.92
93. South 67 degrees 48 minutes 42 seconds West a distance of 6.01
94. North 16 degrees 38 minutes 39 seconds West a distance of 5.05
95. North 21 degrees 39 minutes 40 seconds West a distance of 5.82
96. North 20 degrees 17 minutes 22 seconds West a distance of 6.07
97. North 21 degrees 29 minutes 20 seconds West a distance of 6.05
98. North 19 degrees 15 minutes 54 seconds West a distance of 5.64
99. North 20 degrees 14 minutes 24 seconds West a distance of 6.32
100. North 18 degrees 36 minutes 01 seconds West a distance of 6.06
101. North 22 degrees 10 minutes 18 seconds West a distance of 6.04
102. North 20 degrees 56 minutes 29 seconds West a distance of 4.81
103. North 23 degrees 28 minutes 15 seconds West a distance of 4.91
104. North 20 degrees 53 minutes 35 seconds West a distance of 10.26
105. North 18 degrees 47 minutes 48 seconds West a distance of 4.55
106. North 13 degrees 12 minutes 21 seconds West a distance of 5.01
107. North 30 degrees 04 minutes 18 seconds West a distance of 5.45
108. North 13 degrees 15 minutes 40 seconds West a distance of 5.36
109. North 27 degrees 29 minutes 16 seconds West a distance of 4.81

110. North 19 degrees 27 minutes 35 seconds West a distance of 4.99
111. North 20 degrees 15 minutes 26 seconds West a distance of 5.03
112. North 21 degrees 40 minutes 36 seconds West a distance of 4.82
113. North 18 degrees 58 minutes 55 seconds West a distance of 4.90
114. North 24 degrees 22 minutes 16 seconds West a distance of 5.01
115. North 20 degrees 29 minutes 11 seconds West a distance of 5.43
116. North 12 degrees 08 minutes 24 seconds West a distance of 5.22
117. North 31 degrees 04 minutes 55 seconds West a distance of 4.67
118. North 17 degrees 18 minutes 18 seconds West a distance of 4.96
119. North 18 degrees 00 minutes 56 seconds West a distance of 5.01
120. North 23 degrees 35 minutes 27 seconds West a distance of 4.83
121. North 21 degrees 17 minutes 11 seconds West a distance of 5.61
122. North 18 degrees 59 minutes 54 seconds West a distance of 4.60
123. North 20 degrees 36 minutes 04 seconds West a distance of 4.97
124. North 22 degrees 53 minutes 10 seconds West a distance of 6.97
125. North 19 degrees 50 minutes 52 seconds West a distance of 7.00
126. North 21 degrees 00 minutes 24 seconds West a distance of 7.16
127. North 17 degrees 39 minutes 53 seconds West a distance of 6.86
128. North 21 degrees 32 minutes 02 seconds West a distance of 6.89
129. North 24 degrees 48 minutes 51 seconds West a distance of 7.76
130. North 17 degrees 29 minutes 27 seconds West a distance of 5.14
131. North 23 degrees 11 minutes 25 seconds West a distance of 7.36 to the point and place of BEGINNING.

Containing within said bounds 42,035± sq. ft. (0.9650 Ac.) of land.

SHEET 2 OF 2
BROWNFIELD CLEANUP PROGRAM
PREPARED FOR
10 COMMERCE DRIVE
RAIL YARD SITE No. C360192

TAX ID: 1-238-5
BCP SITE AREA: 42,035 S.F. (0.965 Ac.)
PROPERTY SITUATE IN THE
CITY OF NEW ROCHELLE
COUNTY OF WESTCHESTER
STATE OF NEW YORK

DATE: AUGUST 12, 2021

CDL FILE: /C30-20-35239 10 COMMERCE BROWNFELD-2.DWG

WRITTEN CONSENT

The undersigned, being a Member of BRP 10 Commerce LLC, does hereby certify as follows:

1. BRP 10 Commerce LLC is the owner and prospective volunteer for the 10 Commerce Drive Rail Yard located at 10 Commerce Drive, New Rochelle, New York 10801, tax parcel identification no. 1-238-0005 (the "Brownfield Site").

2. The following person, Steven C. Smith, a member of BRP 10 Commerce LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site volunteer BRP 10 Commerce LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 29th day of May 2019.



Steven Smith
Member, BRP 10 Commerce LLC