



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 new prospective purchaser for the Site will be North Avenue L/Cal LLC, which entity is being added to the Brownfield Cleanup Agreement at this time. The prospective purchaser will become the remedial party.

This potential transfer will not affect remedial efforts at the Site. The prospective purchaser has no prior relationship with any current or past owners or operators of the Site other than it is a prospective purchaser. The new Requestor did not cause any of the contamination of the site. Therefore, the Requestor is a volunteer.

The member in North Avenue L/Cal LLC is 247 North Avenue LLC and the members in that entity are 247 North Avenue Associates LLC (existing volunteer) and 247 North Avenue NR LLC.

**\*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: 247 North Avenue Site		BCP SITE NUMBER: C360200
NAME OF CURRENT APPLICANT(S): 247 North Avenue Associates LLC		
INDEX NUMBER OF AGREEMENT: C360200-07-20		DATE OF ORIGINAL AGREEMENT: 07/07/2020
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME North Avenue L/Cal LLC		
ADDRESS One Penn Plaza, Suite 1801		
CITY/TOWN New York, New York		ZIP CODE 10119
PHONE (646) 356 - 0760	FAX NA	E-MAIL atortora@lcor.com
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> <li>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 &amp; 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.</li> </ul>		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Anthony A. Tortora		
ADDRESS One Penn Plaza, Suite 1801		
CITY/TOWN New York, New York		ZIP CODE
PHONE (646) 356 - 0760	FAX NA	E-MAIL atortora@lcor.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) SESI Consulting Engineers, Fuad Dahan, PhD, P.E.		
ADDRESS 12A Maple Avenue		
CITY/TOWN Pine Brook, New Jersey		ZIP CODE
PHONE (973) 808 - 9050	FAX (973) 769 - 5030	E-MAIL fd@sesi.org
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Knauf Shaw LLP, Linda R. Shaw, Esq.		
ADDRESS 1400 Crossroads Building, 2 State Street		
CITY/TOWN Rochester, New York		ZIP CODE 14614
PHONE (585) 564-8430	FAX (585) 546 - 4324	E-MAIL lshaw@nyenvlaw.com
<p>2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>The requestor is a prospective purchaser of the site. The prospective purchaser has no prior relationship with any current or past owners or operators of the Site other than it is a prospective purchaser which will purchase the site from the existing applicant volunteer. The new Requestor did not cause any of the contamination of the site, and therefore is also a volunteer.</p>		

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

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

PARTICIPANT

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

VOLUNTEER

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

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

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

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

Prior Owner  Current Owner  Potential /Future Purchaser  Other \_\_\_\_\_

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

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

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: \_\_\_\_\_

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

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: \_\_\_\_\_

Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: \_\_\_\_\_

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

2c. NEW SBL INFORMATION:

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

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

**3. TOTAL REVISED SITE ACREAGE: \_\_\_\_\_**

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input checked="" 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
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> 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
<b>From ECL 27-1405(31):</b>	
<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>	

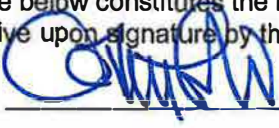
**PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**

<b>Existing Agreement Information</b>	
BCP SITE NAME: 247 North Avenue Site	BCP SITE NUMBER: C360200
NAME OF CURRENT APPLICANT(S): 247 North Avenue Associates LLC	
INDEX NUMBER OF AGREEMENT: C360200-07-20	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 07/07/2020	

**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.

<b>Statement of Certification and Signatures - New Requestor(s) (if applicable)</b>
(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 <u>Authorized Signatory</u> ) of (entity <u>North Avenue L/Cal LLC</u> ); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.  Date: <u>3/14/22</u> Signature:   Print Name: <u>Anthony Tortora</u>

**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 Sole Managing Member (title) of 247 North Avenue Associates 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. My \_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/14/22 Signature: 

Print Name: Louis Cappelli

**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:

<input type="checkbox"/> <b>PARTICIPANT</b> 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.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b> 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.
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**Effective Date of the Original Agreement:** 07/07/2020

**Signature by the Department:**

DATED: May 13, 2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Susan Edwards Acting Division Director

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 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.**

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**FOR DEPARTMENT USE ONLY**

**BCP SITE T&A CODE:** \_\_\_\_\_ **LEAD OFFICE:** Albany

**PROJECT MANAGER:** Matthew Ayers

# **EXHIBIT A**

# Department of State Division of Corporations

## Entity Information

[Return to Results](#)[Return to Search](#)

### Entity Details



<b>ENTITY NAME:</b> NORTH AVENUE L/CAL LLC	<b>DOS ID:</b> 6407362
<b>FOREIGN LEGAL NAME:</b> NORTH AVENUE L/CAL LLC	<b>FICTITIOUS NAME:</b>
<b>ENTITY TYPE:</b> FOREIGN LIMITED LIABILITY COMPANY	<b>DURATION DATE/LATEST DATE OF DISSOLUTION:</b>
<b>SECTION OF LAW:</b> LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW	<b>ENTITY STATUS:</b> ACTIVE
<b>DATE OF INITIAL DOS FILING:</b> 02/17/2022	<b>REASON FOR STATUS:</b>
<b>EFFECTIVE DATE INITIAL FILING:</b> 02/17/2022	<b>INACTIVE DATE:</b>
<b>FOREIGN FORMATION DATE:</b> 02/11/2022	<b>STATEMENT STATUS:</b> CURRENT
<b>COUNTY:</b> NEW YORK	<b>NEXT STATEMENT DUE DATE:</b> 02/29/2024
<b>JURISDICTION:</b> DELAWARE, UNITED STATES	<b>NFP CATEGORY:</b>

[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

#### Service of Process Name and Address

**Name:** C/O CORPORATION SERVICE COMPANY

**Address:** 80 STATE STREET, ALBANY, NY, UNITED STATES, 12207 - 2543

#### Chief Executive Officer's Name and Address

**Name:**

**Address:**

#### Principal Executive Office Address

**Address:**

#### Registered Agent Name and Address

**Name:**

**Address:**

#### Entity Primary Location Name and Address

**Name:**

**Address:**

#### Farmcorpflag

**Is The Entity A Farm Corporation:** NO

Stock Information

Share Value	Number Of Shares	Value Per Share
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# **EXHIBIT B**

## WRITTEN CONSENT

The undersigned, being a Member of North Avenue L/Cal LLC, does hereby certify as follows:

1. North Avenue L/Cal LLC is the prospective volunteer for the prospective Brownfield Cleanup Program (BCP) Site located at 247 North Avenue, New Rochelle, NY 10801 (Tax Lot #1-231-0019; DEC Site No. C360200) (the "BCP Site").

2. The following person, Anthony Tortora, an officer of North Avenue L/Cal LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer North Avenue L/Cal LLC in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this document on this 15th day of February, 2022.

LCOR Project Platform LLC

Member of North Avenue L/Cal LLC

By: 

Name: Seth R. Landau

Title: Authorized Signatory

## SOLE MEMBER WRITTEN CONSENT

The undersigned, being the Sole Member of 247 North Avenue Associates LLC, does hereby certify as follows:

1. 247 North Avenue Associates LLC is the owner and prospective volunteer for the 247 North Avenue Site located at 247 North Avenue, New Rochelle, New York 10801, tax parcel identification no. Section 1, Block 231, Lot 19 (the "Site").

2. The following person, Louis Cappelli, the sole member of 247 North Avenue Associates LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer 247 North Avenue Associates LLC/

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 6<sup>th</sup> day of July, 2020.



Louis Cappelli

# **EXHIBIT C**



**247 NORTH AVENUE NEW ROCHELLE NY  
BROWNFIELD CLEANUP AMENDMENT  
ACCESS AND CONSENT AGREEMENT**

ACCESS AGREEMENT made as of this 21 day of March, 2022, by and between **247 North Avenue Associates LLC (“Grantor”)**, having an address at 7 Renaissance Square, 4<sup>th</sup> Floor, White Plains, New York 10601, and **North Avenue L/Cal LLC (“Grantee”)** having an address at One Penn Plaza, Suite 1801, New York, New York 10119.

WHEREAS, Grantor owns the real property located at 247 North Avenue, New Rochelle, New York, designated Section 1 Block 231 Lot 0019 (“**Grantor’s Property**”), together with the building and improvements thereon (“**Grantor’s Building**”) (**Grantor’s Property and Grantor’s Building** shall be referred to collectively as **Grantor’s Property**) also known as NYS Brownfield Cleanup Program (“BCP”) Site No. C360200; and

WHEREAS, Grantee is submitting an application to the BCP to amend the existing Brownfield Cleanup Agreement (“BCA”), Index No. C360200-07-20 to add Grantee as an additional Volunteer under the BCP; and

WHEREAS, Grantee requires access to Grantor’s Property to perform any remaining site preparation, investigation and remediation work (hereinafter defined as “Work”) required pursuant to the BCP and BCA; 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 Grantor Building on the Grantor’s Property as may be required for the issuance of the Certificate of Completion.

2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with 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, contractors and tenants during their tenancy will have full authority to access to Grantor’s Property during the performance of the Work, until otherwise agreed by the parties in writing. The performance of the Work will not interfere unreasonably with the quiet enjoyment of Grantor’s Building by the

tenants thereof. Grantor agrees that it will use commercially reasonable efforts to avoid unreasonable interference with Grantee's exercise of its rights hereunder.

3. All of the foregoing activities shall be performed at Grantee's sole cost and expense.

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


5. 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.

6. To the extent Grantor still holds legal title to the Grantor's Property at the time the environmental  
an Environmental Easement is required to be imposed on the Grantor's Property and

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:**  
247 North Avenue Associates LLC

By:  (sign)  
Name: Louis R. Cappelli  
Title: Sole Managing Member

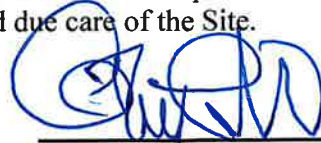
**Grantee:**  
North Avenue L/Cal LLC

By:  (sign)  
Name: Anthony Tortora  
Title: Authorized Signatory

# **EXHIBIT D**

### REQUESTOR CERTIFICATION

The Requestor certifies it is a Volunteer, since it does not have nor has ever had a relationship with any of the past owners or operators of the Site that caused the contamination other than it is purchasing the Site from a past owner. Requestor also certifies that it did not have involvement with the Site at the time of disposal. The Requestor has performed all required environmental due diligence prior to acquiring the Site and has implemented due care of the Site.



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North Avenue L/Cal LLC

By: Anthony Tortora  
Officer

