



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:

North Avenue L/Cal LLC acquired the Site on June 9, 2022. See attached Deed. North Avenue L/Cal LLC was added as a volunteer to the Brownfield Cleanup Agreement, by an amendment application submitted March 21, 2022 and executed by the DEC on May 13, 2022. In addition, Lot 19 that makes up the Site is now part of a larger Condominium Project. While the Lot number for this BCP Site remains the same, Lot No. 19, the survey will also reference this Lot as Condominium Unit "C". See attached Survey.

A 60-Day Advance Notification for this change of ownership was submitted to the DEC on March 21, 2022. This transfer will not affect remedial efforts at the Site.

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 and North Avenue L/Cal 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			
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-Applciant

OWNER'S NAME (if different from requestor) North Avenue L/Cal LLC (Requester/Volunteer)

ADDRESS One Penn Plaza, Suite 1801

CITY/TOWN New York, New York

ZIP CODE 10119

PHONE (646) 356-0760

FAX N/A

E-MAIL atortora@lcor.com

OPERATOR'S NAME (if different from requestor or owner) Same as Requester/Volunteer

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:

Acreage
Added by
Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be added: _____

☐

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address

Section No. Block No. Lot No.

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
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: 247 North Avenue Site	BCP SITE NUMBER: C360200
NAME OF CURRENT APPLICANT(S): 247 North Avenue Associates LLC and North Avenue L/Cal 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.

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 Sole 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. Louis Cappelli signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/12/2022 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:

☐

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: 07/07/2020

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Andrew Guglielmi, Director
Division of Environmental Remediation

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 an Officer (title) of North Avenue L/Cal 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. Anthony Tortora signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/08/2022 Signature: 

Print Name: Anthony Tortora

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: 07/07/2020

Signature by the Department:

DATED: 9/1/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Andrew Guglielmi, 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.**

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ **LEAD OFFICE:** DER, 625 Broadway _____

PROJECT MANAGER: _____ Matthew Ayers _____

EXHIBIT A

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



622023365DED001T

Westchester County Recording & Endorsement Page

Submitter Information

Name: Stewart Title Insurance Company (pick up by Ramon . Phone: 914-993-9393
Address 1: 711 Westchester Avenue, Ste 302 Fax: 914-997-1698
Address 2: Email: nymetrorecordings@stewart.com
City/State/Zip: White Plains NY 10604 Reference for Submitter: 1640176/71203421 amended declaratio

Document Details

Control Number: **622023365** Document Type: **Deed (DED)**
Package ID: 2022072100166001002 Document Page Count: **5** Total Page Count: **6**

Parties

☐ Additional Parties on Continuation page

1st PARTY

1: 247 NORTH AVE ASSOC LLC - Other
2:

2nd PARTY

1: NORTH AVE L/CAL LLC - Other
2:

Property

☐ Additional Properties on Continuation page

Street Address: 247 NORTH AVENUE Tax Designation: 1-231-19
City/Town: NEW ROCHELLE Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$30.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$250.00
TP-584 Filing Fee: \$5.00
RPL 291 Notice Fee: \$0.00
Total Recording Fees Paid: **\$325.00**

Transfer Taxes

Consideration: \$9,000,000.00
Transfer Tax: \$36,000.00
Mansion Tax: \$0.00
Transfer Tax Number: 18251

Mortgage Taxes

Document Date:
Mortgage Amount:

Basic: \$0.00
Westchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/25/2022 at 09:45 AM
Control Number: **622023365**
Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Stewart Title
711 Westchester Ave
Suite 302
White Plains, NY 10604
Attn: NYMETRO RECORDING DEPARTMENT

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

247 NORTH AVENUE ASSOCIATES LLC,
a New York limited liability company

TO

NORTH AVENUE L/CAL LLC,
a Delaware limited liability company

ADDRESS: Unit C of The North Avenue Condominium

SECTION: 1
BLOCK: 231
LOT: 0019
CITY: New Rochelle
COUNTY: Westchester
STATE: New York

RETURN BY MAIL TO:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Josh Winefsky, Esq.

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

THIS INDENTURE, made as of the 9th day of June, 2022

BETWEEN 247 NORTH AVENUE ASSOCIATES LLC, a New York limited liability company, having an office at c/o Cappelli Organization, 7 Renaissance Square, 4th Floor, White Plains, New York 10601, party of the first part, and NORTH AVENUE L/CAL LLC, a Delaware limited liability company, having an office at One Penn Plaza, Suite 1801, New York, New York 10017, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged by the party of the first part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings, fixtures and improvements now or hereafter located or erected thereon, situate, lying and being in the City of New Rochelle, County of Westchester, State of New York, more particularly described on Exhibit A attached hereto and hereby made a part hereof.

BEING and intended to be the same premises described in a certain deed made by Planned Parenthood Hudson Peconic, Inc., to the party of the first part, dated February 24, 2020 and recorded in the Office of the Clerk of the County of Westchester on March 9, 2020 in Control Number 600443158.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;


TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

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

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.


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

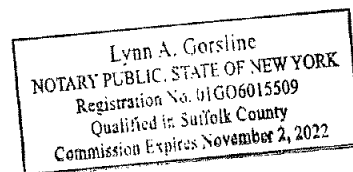
247 North Avenue Associates LLC,
a New York limited liability company

By: 
Name: Louis R. Cappelli
Title: Managing Member

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

On the 24th day of June in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared **Louis R. Cappelli** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Signature and Office of individual taking
acknowledgement



[Signature and Acknowledgment Page to Deed]

Exhibit A to Bargain and Sale Deed



Title Number: 71203421

SCHEDULE A - DESCRIPTION REVISED 4/5/2022

PARCEL I

ALL that certain plot, piece or parcel of land, being a part of a Condominium in the City of New Rochelle, County of Westchester, and State of New York, known and designated as Unit C together with a 75.9 percent undivided interest in the common elements of the Condominium hereinafter described as the same as defined in the Declaration of Condominium hereinafter referred to:

The real property above described in a unit shown on the plans of a Condominium prepared and certified by Line and Grade Surveyors, D.P.C. and filed in the Office of the Clerk of Westchester County on the 14th day of July, 2021 as Map No. 29544, defined in the Declaration of Condominium entitled the North Avenue Condominium made by 247 North Avenue Associates LLC and 251 North Associates, LLC, collectively, the Declarant, under Article 9B of the New York Real Property Law dated as of April 8, 2021, and recorded in the Office of the Clerk of Westchester on the 15th day of July, 2021, in Control No. 611953527 covering the property therein described. The Unit is also designated as Lot 19 in Block 231 Section 1 on the Tax Map of the City of New Rochelle, County of Westchester, and State of New York.

The land area of the Unit C property is described as follows:

ALL that certain plot, piece or parcel of land, with improvements thereon, lying and being in the City of New Rochelle, County of Westchester and State of New York, known as Unit C as shown on a map entitled "Lot Consolidation and Site Development Plan for the North Avenue Condominium," filed 7/14/2021 in the Westchester County Clerk's Office, Division of Land Records as Filed Map No. 29544, and being more particularly described as follows:

FROM A POINT formed by the southerly side of Huguenot Street and the westerly side of Le Count Place, thence along the westerly side of Le Count Place South 25 degrees 18 minutes 18 seconds East a distance of 124.10 feet, thence South 19 degrees 52 minutes 35 seconds East a distance of 76.89 feet to the POINT OF BEGINNING;

RUNNING THENCE continuing along the westerly side of Le Count Place, South 19 degrees 52 minutes 35 seconds East a distance of 100.16 feet to a point;

THENCE along the northerly side of lands now or formerly A&F Anderson Realty, Inc. and Anderson Development LLC, South 66 degrees 57 minutes 04 seconds West a distance of 244.20 feet to a point;

THENCE along the easterly side of North Avenue, North 26 degrees 44 minutes 00 seconds West a distance of 99.00 feet to a point;

FOR CONVEYANCING ONLY: TOGETHER with all right, title and interest of the party of the first part, of, in and to any streets and roads abutting the above described premises to the center lines thereof.

- Schedule A Description (Page 1 of 4) -

THENCE along the southerly side of Unit B and Unit A on said Map, the following two-(2) courses and distances:

1. North 65 degrees 22 minutes 40 seconds East a distance of 99.96 feet to a point;
2. North 65 degrees 57 minutes 00 seconds East a distance of 156.17 feet to the point and place of BEGINNING.

FOR CONVEYANCING ONLY: TOGETHER with all right, title and interest of the party of the first part, of, in and to any streets and roads abutting the above described premises to the center lines thereof.

- Schedule A Description (Page 2 of 4) -

EXHIBIT B

SCHEDULE A - DESCRIPTION

All that certain plot, piece of parcel of land, being a part of a Condominium in the City of New Rochelle, County of Westchester, and State of New York, known and designated as Unit C together with a 75.9 percent undivided interest in the common elements of the Condominium hereinafter described as the same as defined in the Declaration of Condominium hereinafter referred to:

The real property (here described as a unit) shown on the Plans is a Condominium proposed and owned by the Applicant, and is not a lot or parcel of land. The Condominium is not yet created and certified by Line and Grade Surveys D.P.C. and filed in the Office of the Clerk of Westchester County on the 14th day of July, 2021, as Map No. 29544, defined in the Declaration of Condominium entitled "Declaration of Condominium for the North House Condominium" and on the 14th House Condominium made by 242 North Avenue Associates, LLC, collectively, the Decedent, under Article 98 of the New York Real Property Law (hereinafter "the Law"), and recorded in the Office of the Clerk of Westchester on the 15th day of July, 2021, as Certificate No. 61952537 covering the property therein described. The Unit is also designated as Lot 19 in Block 233 Section 1 on the Tax Map of the City of New Rochelle, County of Westchester, and State of New York.

The land area of the property is described as follows:

ALL that certain plot, piece or parcel of land, with improvements therein, lying and being in the City of New Rochelle, County of Westchester, and State of New York, known as Unit C as shown on a map entitled "Lot Consolidation and Site Development Plan for North Avenue Condominium", filed 7/14/2021 in the Westchester County Clerk's Office, Division of Land Records as Filed Map No. 29544 and being more particularly described as follows:

FROM A POINT formed by the southerly side of Huguenot Street and the westerly side of Le Count Place, thence along the westerly side of Le Count Place South 25 degrees 18 minutes 18 seconds East a distance of 124.10 feet, thence South 19 degrees 52 minutes 35 seconds East a distance of 76.89 feet to the POINT OF BEGINNING;

RUNNING: HENCE continuing along the westerly side of Le Count Place, South 19 degrees 52 minutes 35 seconds East a distance of 100.16 feet to a point;

THENCE along the northerly side of lands now or formerly A&F Anderson Realty, Inc. and Anderson Development LLC, South 55 degrees 57 minutes 04 seconds West a distance of 244.20 feet to a point;

THENCE along the easterly side of North Avenue North 26 degrees 44 minutes 00 seconds West a distance of 99.00 feet to a point;

THENCE along the southerly side of Unit B and Unit A on said Map, the following two-(2) courses and distances:

1. North 65 degrees 22 minutes 40 seconds East a distance of 99.96 feet to a point;
2. North 65 degrees 57 minutes 00 seconds East a distance of 156.17 feet to the point and place of BEGINNING.

SCHEDULE B – EXCEPTIONS FROM COVERAGE

3. Light and Air Easement, Right of Way and Reservations recorded in Liber 2631 Page 374.
(Affects northeasterly part of premises) **PLOTTED**

4. Terms, provisions, covenants, restrictions, conditions and options contained in and rights and easements set forth in the Declaration of Condominium and By-Laws dated 4/8/2021 and recorded 7/15/2021 in Control No. 611953527, but policy insures against loss or damage occasioned by the premises not being part of a Condominium validly created pursuant to Article 9-B of the Real Property Law, as amended. **NOT PLOTTABLE**

PARKING SPACE SCHEDULE:

REGULAR SPACES	28
HANDI-CAP SPACES	3
TOTAL SPACES	31

CERTIFIED TO:

1. NORTH AVALON L/Co LLC, a Delaware Limited Liability Company, together with its subsidiaries and assigns.

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURETY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS (LAWD TITLE SURETIES, COUNTY ESTABLISHED AND ADOPTED BY ALTA AND NSPS) AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 9, 10, 13, 14, 16, 17, 18, AND 19. TABLE 1 THEREOF. THE FIDUCIARY WAS COMPLETED ON MARCH 28, 2022.

STEVEN J. WILLARD (LS 050064)

SUBJECT PREMISES AREA = 24,941.7 SQ. FT. (0.573 Ac.)

PREPARED HEREON KNOWN AS SECTION 1, BLOCK 231, LOT 19 AS SHOWN ON THE OFFICIAL TAX MAP OF THE CITY OF NEW ROCHELLE. REFERENCE IS MADE TO A MAP ENTITLED "LOT CONSOLIDATION AND SITE DEVELOPMENT PLAN FOR THE NORTH AVENUE CORRIDOR" PREPARED BY 372 NORTH AVENUE ASSOCIATES, AND 261 NORTH AVENUE ASSOCIATES LLC, PREPARED BY ONE AM GRADE SURVEYORS, D.P.C.

OBSERVED DURING FIELD INSPECTION AS OF THIS DATE

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.

UNDERGROUND IMPROVEMENTS, STRUCTURES, UTILITIES OR ENCROACHMENTS, AND ANY ESSENTIALS RELATED THEREOF, ARE NOT SHOWN HEREON UNLESS OTHERWISE NOTED. ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND IS NOT CERTIFIED TO ACCURACY OR COMPLETENESS.

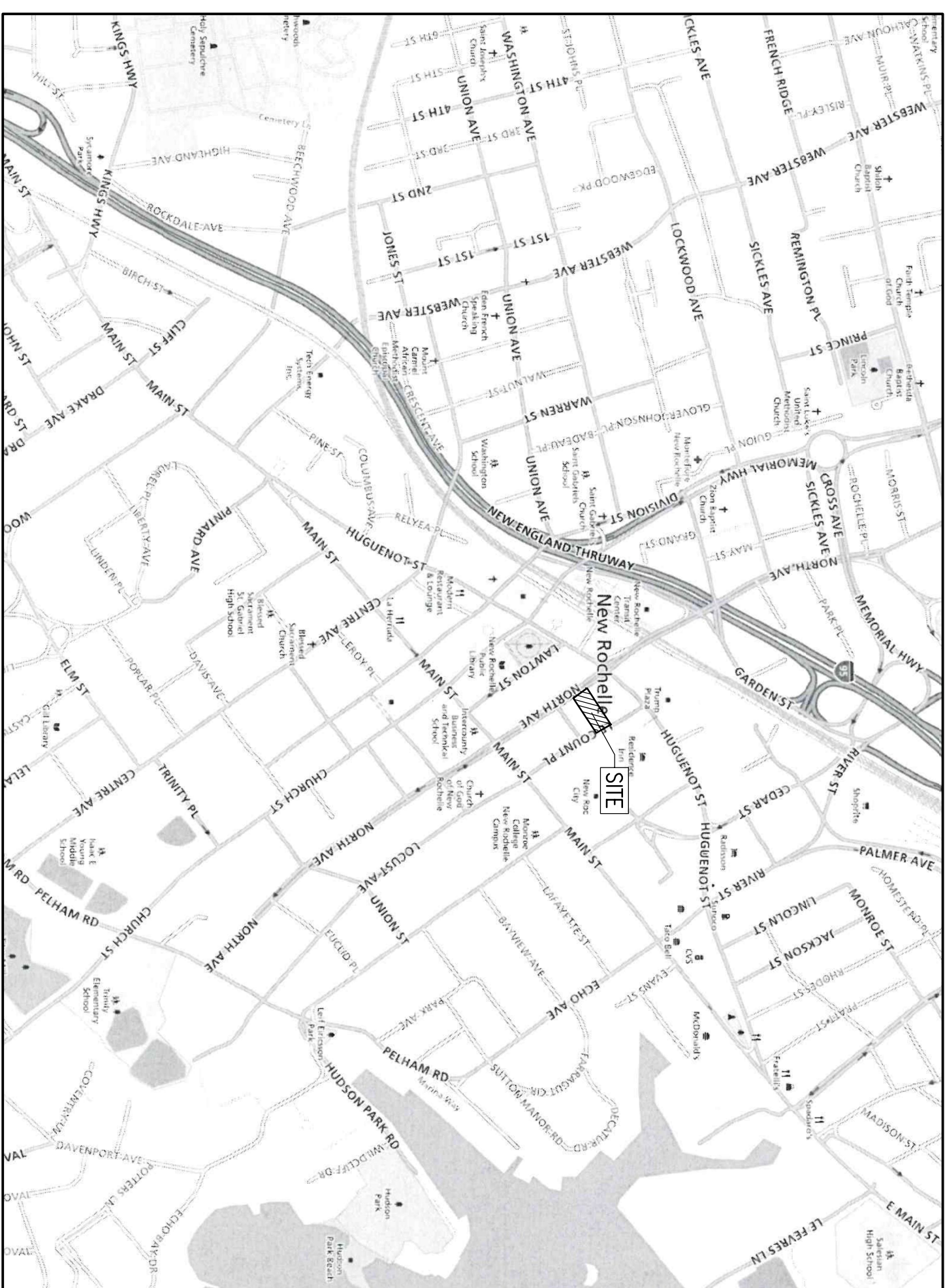
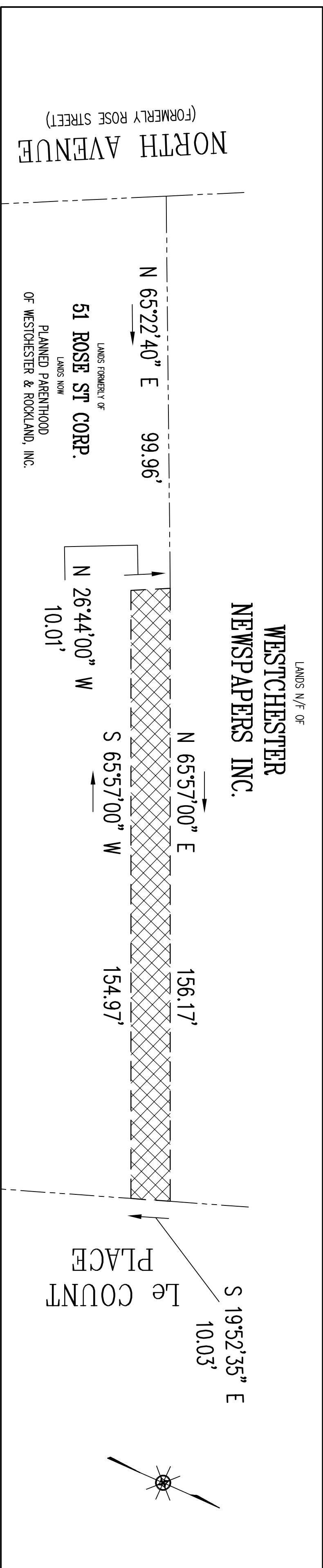
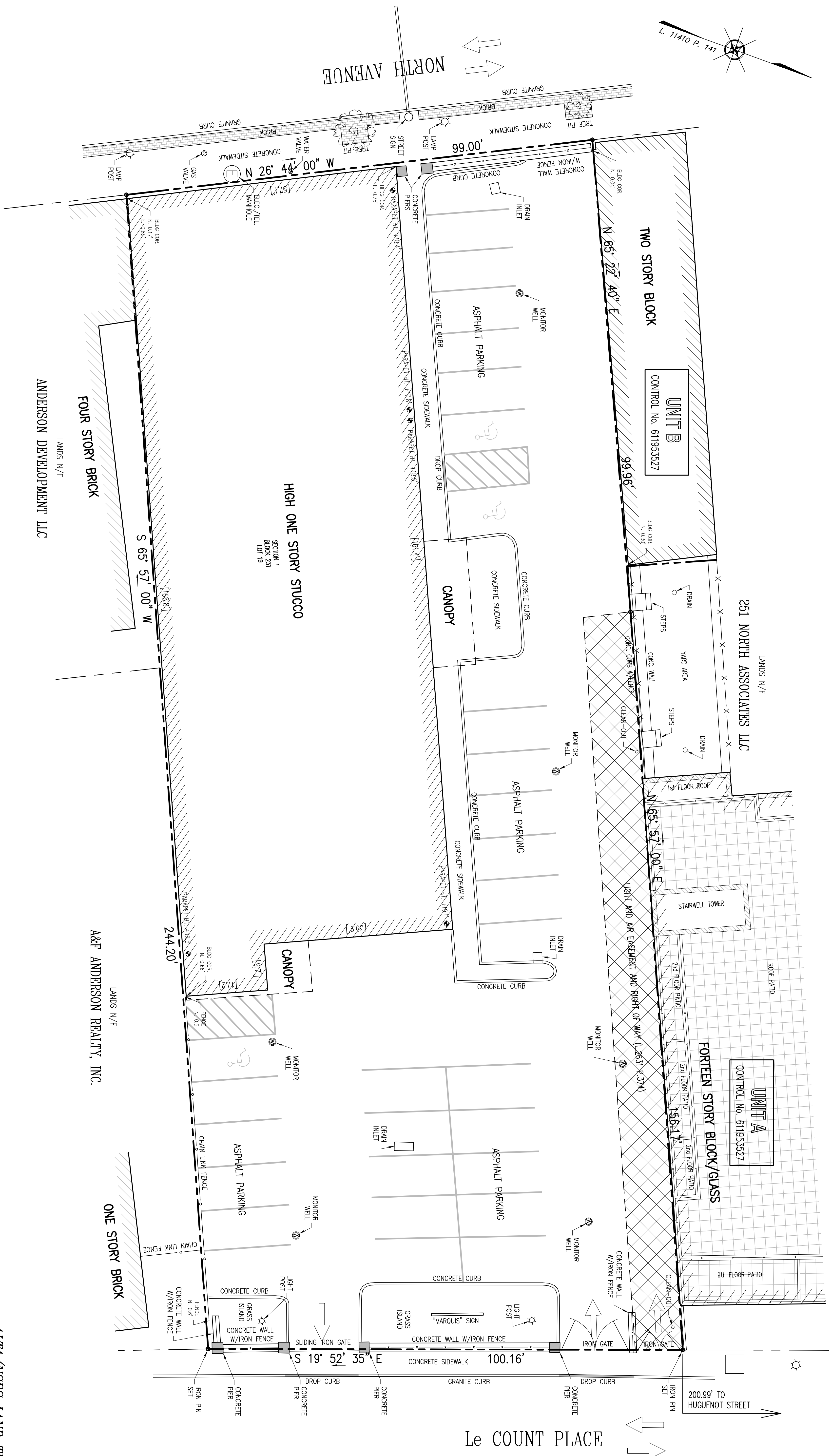
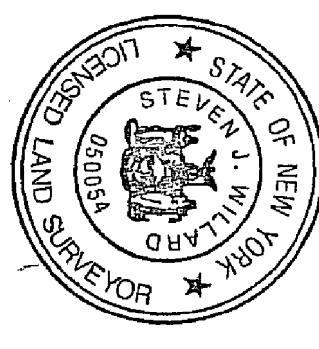
SUBJECT PARCELS LIE IN AN AREA OF MINOR FLOOD HAZARD (ZONE X) AS DESIGNATED ON FLOOD INSURANCE RATE MAP No. 36199D044E EFFECTIVE SEPTEMBER 28, 2007.

LINE AND GRADE SURVEYORS, D.P.C.

Elmsford, New York 10523

email: Office@lineAndGrade.net

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VICINITY MAP

ALTA/NSPS LAND TITLE SURVEY

PREPARED FOR

247 NORTH AVENUE

UNIT "C"

PROPERTY SITUATE IN THE
OF AN UNWRITABLE

CITY OF NEW ROCHELLE

COUNTY OF WESTCHESTER
STATE OF NEW YORK

DATE: APRIL 25, 2022

DATE: APRIL 25, 2022

/CSD/22-3848_247 NORTH AVENUE ALTA SURVEY.DWG

EXHIBIT C

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 6th day of July, 2020.



Louis Cappelli

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