



Department of
Environmental
Conservation

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

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

<input checked="" type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input checked="" type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached? Yes <input checked="" type="radio"/> No <input type="radio"/></p> <p>b. <input checked="" type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes <input checked="" type="radio"/> No <input type="radio"/> Submitted on: _____</p>
<input checked="" type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:

Crescent Manor Owner LLC, the prospective title owner of the Brownfield Cleanup Program ("BCP") Site, will be taking over the remediation costs and responsibilities at the BCP Site; therefore, Crescent Manor Owner LLC is being added to the Brownfield Cleanup Agreement ("BCA"). Crescent Manor Owner LLC has no prior relationship with any of the current or past owners or operators of the Site. Crescent Manor Owner LLC did not cause any of the contamination of the Site, therefore, Crescent Manor Owner LLC is a volunteer. 136-140 Croton Avenue Managers LLC is the Sole Member of Crescent Manor Owner LLC. Current volunteer 130-140 Croton Avenue LLC will remain a party to the BCA. Please see Exhibit A - NYS DOS Entity Filing Information, Exhibit B - Certification Statement, Exhibit C - Site Access Agreement, Exhibit D - Written Consents, and Exhibit E - Operating Agreement. Narrative continued on separate document.

SECTION I: CURRENT AGREEMENT INFORMATION*This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: Sun Valley Nursery Filling Station Site	BCP SITE CODE: C360207
NAME OF CURRENT APPLICANT(S): 136-140 Croton Avenue LLC	
INDEX NUMBER OF AGREEMENT: C360207-03-22	DATE OF ORIGINAL AGREEMENT: 03/08/2022

SECTION II: NEW REQUESTOR INFORMATION*Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME: Crescent Manor Owner LLC			
ADDRESS: 438 Fifth Avenue, Suite 100			
CITY/TOWN: Pelham, New York			ZIP CODE: 10803
PHONE: (914) 667-7227	EMAIL: r_fogliano@macquesten.com		
REQUESTOR CONTACT: Rella Fogliano			
ADDRESS: 438 Fifth Avenue, Suite 100			
CITY/TOWN: Pelham, New York			ZIP CODE: 10803
PHONE: (914) 667-7227, ext. 111	EMAIL: r_fogliano@macquesten.com		
REQUESTOR'S CONSULTANT: SESI Consulting Engineers	CONTACT: Fuad Dahan, PE, LSRP		
ADDRESS: 959 Route 46E, Floor 3, Suite 300			
CITY/TOWN: Parsippany, New Jersey			ZIP CODE: 07054
PHONE: (862) 702-5719	EMAIL: fd@sesi.org		
REQUESTOR'S ATTORNEY: Knauf Shaw LLP	CONTACT: Linda R. Shaw, Esq.		
ADDRESS: 2600 Innovation Square, 100 S. Clinton Avenue			
CITY/TOWN: Rochester, New York			ZIP CODE: 14604
PHONE: (585) 546-8430	EMAIL: lshaw@nyenvlaw.com		
		Y	N
1. Is the requestor authorized to conduct business in New York State?		<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?		<input checked="" type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?		<input checked="" type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?	N/A	<input type="radio"/>	<input checked="" type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: Affiliated Limited Liability Company			

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is: <input checked="" type="checkbox"/> Existing Applicant		<input type="checkbox"/> New Applicant		<input type="checkbox"/> Non-Applicant	
OWNER'S NAME: 136-140 Croton Avenue LLC			CONTACT: Joseph Apicella		
ADDRESS: 438 Fifth Avenue, Suite 100					
CITY/TOWN: Pelham, New York			ZIP CODE: 10803		
PHONE: (914) 667-7227		EMAIL: j_apicella@macquesten.com			
OPERATOR: Vacant			CONTACT:		
ADDRESS:					
CITY/TOWN:			ZIP CODE:		
PHONE:		EMAIL:			

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
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 or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input checked="" type="radio"/>
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 or contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
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?		<input type="radio"/>	<input checked="" type="radio"/>
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?		<input type="radio"/>	<input checked="" type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?		<input type="radio"/>	<input checked="" type="radio"/>
12. 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:			
<input type="checkbox"/> 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.		<input checked="" type="checkbox"/> 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 a 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 they have 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's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.	
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?		N/A <input type="radio"/>	Y <input checked="" type="radio"/> N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input checked="" type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the 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 being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?		N/A <input type="radio"/>	Y <input checked="" type="radio"/> N <input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS: 136 Croton Avenue and 138-140 Croton Avenue

CITY/TOWN Ossining, New York

ZIP CODE: 10562

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE: 0.800

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

136 Croton Avenue

16

7

79

0.5

138-140 Croton Avenue

16

7

80

0.3

2. Requested change (check appropriate boxes below):

☐

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

☒

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

136 Croton Avenue

89.16

7

79

0.5

138-140 Croton Avenue

89.16

7

80

0.3

3. TOTAL REVISED SITE ACREAGE: 0.800

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y	N
<input checked="" type="radio"/>	<input type="radio"/>

**APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT
QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. 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="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below?	<input type="radio"/>	<input type="radio"/>
<p>From ECL 27-1405(31):</p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>		
5. Is the project and affordable housing project as defined below?	<input type="radio"/>	<input type="radio"/>
<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' household's 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 homeowners 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>		

APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: Sun Valley Nursery Filling Station Site

BCP SITE CODE: C360207

NAME OF CURRENT APPLICANT(S): 136-140 Croton Avenue LLC

INDEX NUMBER OF AGREEMENT: C360207-03-22

DATE OF ORIGINAL AGREEMENT 03/08/2022

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) 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 obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the 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)

136-140 Croton Avenue Managers LLC,
the Sole Member of

I hereby affirm that I am a Manager (title) of Crescent Manor Owner LLC (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.

Rella Fogliano's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 8/19/2024 Signature: [Signature]Print Name: Rella Fogliano

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(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)

136-140 Croton Avenue Managers LLC
the Sole Member of

I hereby affirm that I am a member (title) of 136-140 Croton Avenue 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. Rella Fogliano's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 8/19/2024 Signature: RPrint Name: Rella Fogliano

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> 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.	<input checked="" type="checkbox"/> 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.
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Effective Date of the Original Agreement: 03/08/2022

Signature by the Department:

DATED: 9/26/24NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Janet E. BrownJanet E. Brown, Assistant Director
Division of Environmental Remediation

Narrative Continued:

Current Volunteer, 136-140 Croton Avenue LLC, became the title owner of the BCP Site, by deed dated June 1, 2022 and recorded with the Westchester County Clerk's Office on June 17, 2022, under Control Number 621463661. This transfer of ownership did not affect the remedial efforts at the Site, since 136-140 Croton Avenue LLC is already a party to the BCA. Please see Exhibit F – 2022 Deed.

Please note that there is a typo in the property information of the original BCA. The original BCA lists the Tax Map/Parcel Numbers of the BCP Site as 16-7-79 and 16-7-80, however, the block number for the Site is actually 89.16. Therefore, the Tax Map/Parcel Numbers of the BCP Site are as follows: 89.16-7-79 and 89.16-7-80. Please see Exhibit G – Westchester County Tax Map.

**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

I. Site Name: Sun Valley Nursery Filling Station Site **DEC Site ID No.** C360207

II. Contact Information of Person Submitting Notification:

Name: Linda R. Shaw, Esq., Knauf Shaw LLP
Address1: 2600 Innovation Square, 100 S. Clinton Avenue
Address2: Rochester, New York 14604
Phone: (585) 546-8430 E-mail: lshaw@nyenvlaw.com

III. Type of Change and Date: Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)
☐ Transfer of Certificate of Completion (CoC)
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 10/30/2024**IV. Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

Current Volunteer, 136-140 Croton Avenue LLC became the title owner of the BCP Site, by deed dated June 1, 2022 and recorded with the Westchester County Clerk's Office on June 17, 2022, under Control Number 621463661. This transfer of ownership did not affect the remedial efforts at the Site, since 136-140 Croton Avenue LLC is already a party to the BCA.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

Crescent Manor Owner LLC will become the title owner of the BCP Site on or around October 30, 2024. Crescent Manor Owner LLC is being added to the BCA at this time as a volunteer and will be taking over the remediation costs and responsibilities at the BCP Site after acquisition.

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: _____



(Signature)

8/19/2024

(Date)

Rella Fogliano

(Print Name)

Address1: 136-140 Croton Avenue LLC, 438 Fifth Avenue, Suite 100

Address2: Pelham, New York 10803

Phone: (914) 667-7227

E-mail: r_fogliano@macquesten.com

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ ~~Prospective~~ Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 136-140 Croton Avenue LLC, Joseph Apicella

Address1: 438 Fifth Avenue, Suite 100

Address2: Pelham, New York 10803

Phone: (914) 667-7227

E-mail: j_apicella@macquesten.com

Certifying Party Name: 136-140 Croton Avenue LLC, Joseph Apicella

Address1: 438 Fifth Avenue, Suite 100

Address2: Pelham, New York 10803

Phone: (914) 667-7227

E-mail: j_apicella@macquesten.com

VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:



(Signature)



(Date)

Rella Fogliano

(Print Name)

Address1: 438 Fifth Avenue, Suite 100

Address2: Pelham, New York 10803

Phone: (914) 667-7227

E-mail: r_fogliano@macquesten.com

Continuation Sheet

☒ Prospective Owner/Holder ☒ Prospective Remedial Party ☐ Prospective Owner Representative
Name: Crescent Manor Owner LLC, Rella Fogliano
Address1: 438 Fifth Avenue, Suite 100
Address2: Pelham, New York 10803
Phone: (914) 667-7227 E-mail: r_fogliano@macquesten.com

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

EXHIBIT A

Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: CRESCENT MANOR OWNER LLC
DOS ID: 7256585
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 02/16/2024
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 02/16/2024
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: CURRENT
COUNTY: WESTCHESTER
NEXT STATEMENT DUE DATE: 02/28/2026
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

ENTITY DISPLAY NAME HISTORY FILING HISTORY MERGER HISTORY ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O MACQUESTEN DEVELOPMENT, LLC
Address: 438 FIFTH AVENUE, SUITE 100, PELHAM, NY, UNITED STATES, 10803

Electronic Service of Process on the Secretary of State as agent: Permitted

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

EXHIBIT B

CERTIFICATION STATEMENT

Crescent Manor Owner LLC certifies it is a Volunteer, since it does not own the Site; and does not have nor has ever had a relationship with any of the past owners or operators of the Site that caused the contamination, nor did it have involvement with the Site at the time of disposal. Crescent Manor Owner LLC has performed all required environmental due diligence prior to acquiring the Site and has implemented due care of the Site.

EXHIBIT C

136-140 Croton Avenue LLC
438 Firth Avenue, Suite 100
Pelham, New York 10803

**Re: Site Access to Perform Brownfield Cleanup Program Work
136 Corton Avenue and 138-140 Croton Avenue, Ossining, New York**

To Whom It May Concern:

Crescent Manor Owner LLC is being added as a Volunteer to the Brownfield Cleanup Agreement ("BCA") for the Brownfield Cleanup Program ("BCP") Site known as Sun Valley Nursery Filling Station Site, NYS DEC Site Number C360207 ("BCP Site"). 136-140 Croton Avenue LLC owns the BCP Site. Crescent Manor Owner LLC needs written permission below to access the property for the purpose of performing environmental investigation and remediation work for acceptance into the BCP.

By signing below, 136-140 Croton Avenue LLC is granting Crescent Manor Owner LLC what is known as a "temporary license" to allow an appropriate contractor hired to enter the property to perform investigation and remediation work.

In addition, if 136-140 Croton Avenue LLC still own the BCP Site when the remediation is complete and the Certificate of Completion is about to be obtained, and a Track 1 remediation level is not achieved, 136-140 Croton Avenue LLC also agrees to impose an environmental easement on the BCP Site if required by the New York State Department of Environmental Conservation.

Thank you for your cooperation.

Sincerely,



Crescent Manor Owner LLC
Rella Fogliano, Manager of
136-140 Croton Avenue Managers LLC,
Sole Member of Crescent Manor Owner LLC

As a member of 136-140 Croton Avenue Managers LLC, the Sole Member of the owner, I am authorized to grant this temporary license and agree to allow Crescent Manor Owner LLC and its agents to enter the property to perform the BCP Investigation and/or remediation work required.



136-140 Croton Avenue LLC
Rella Fogliano, Member of
136-40 Croton Avenue Managers LLC,
Sole Member of 136-140 Croton Avenue LLC

EXHIBIT D

WRITTEN CONSENT

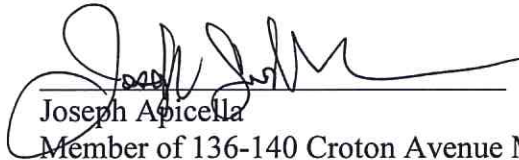
The undersigned, being a Member of 136-140 Croton Avenue Managers LLC, does hereby certify as follows:

1. 136-140 Croton Avenue LLC is the prospective owner and volunteer for the Brownfield Cleanup Program (BCP) Site located at 136 Croton Avenue, Ossining, New York 10562 (Tax Block 7, Lot 79) and 138-140 Croton Avenue, Ossining, New York 10562 (Tax Block 7, Lot 80) (collectively the "BCP Site").

2. 136-140 Croton Avenue Managers LLC is the sole member of 136-140 Croton Avenue LLC.

3. The following person, Rella Fogliano, a member of 136-140 Croton Avenue Managers LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer 136-140 Croton Avenue LLC in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 28th day of July, 2021.



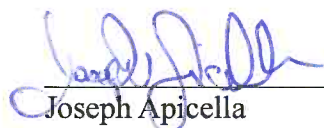
Joseph Apicella
Member of 136-140 Croton Avenue Managers LLC

WRITTEN CONSENT

The undersigned, being a Member of 136-140 Croton Avenue Managers LLC, does hereby certify as follows:

1. Crescent Manor Owner LLC is a prospective owner and volunteer for the Brownfield Cleanup Program ("BCP") Site known as Sun Valley Nursery Filling Station Site, DEC Site No.: C360207 ("BCP Site").
2. 136-140 Croton Avenue Managers LLC is the sole member of Crescent Manor Owner LLC.
3. The following person, Rella Fogliano, a manager of 136-140 Croton Avenue Managers LLC, has been authorized to execute any document required by the New York State Department of Environmental Conservation on behalf of Crescent Manor Owner LLC in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 19th day of August, 2024.



Joseph Apicella

Member of 136-140 Croton Avenue Managers LLC

EXHIBIT E

CRESCENT MANOR OWNER LLC

OPERATING AGREEMENT

This Operating Agreement (this “Agreement”) of **CRESCENT MANOR OWNER LLC** (the “Company”) is adopted, executed, and agreed to as of this 16th day of February, 2024 by **136-140 CROTON AVENUE MANAGERS LLC**, a limited liability company duly organized and validly existing under the laws of the State of New York, with an address at 438 Fifth Avenue, Suite 100, Pelham, New York 10803, as the sole member (the “Member”).

Article I

Formation and Name; Office; Purpose; Term

1.1. *Organization.* The Member is organizing a limited liability company pursuant to the New York Limited Liability Company Law, as amended from time to time (the “Law”), and pursuant to the provisions of this Agreement and, for that purpose, has caused the Articles of Organization to be prepared, executed, and filed with the New York Department of State on February 16, 2024, and such Articles of Organization remain in full force and effect.

1.2. *Name of the Company.* The name of the Company shall be Crescent Manor Owner LLC. The Company may do business under that name and under any other name or names upon which the Member decides. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a certificate as required by General Business Law §130.

1.3. *Purpose.* The Company is formed for any lawful business purpose or purposes permitted under the Law.

1.4. *Term.* The Company shall have a perpetual existence, unless its existence is sooner terminated pursuant to Article VII of this Agreement.

1.5. *Registered Agent.* The Company shall not have a registered agent.

1.6. *Members.* The name and present mailing address of the Member is as follows:

<u>Name</u>	<u>Address</u>
136-140 Croton Avenue Managers LLC	438 Fifth Avenue Suite 100 Pelham, New York 10803

1.7. *Principal Place of Business.* The principal place of business of the Company within the State of New York shall be 438 Fifth Avenue, Suite 100, Pelham, New York 10803. The Company may establish any other places of business as the Member may from time to time deem advisable.

Article II

Member; Capital; Capital Account

2.1. *Initial Capital Contribution.* Upon the execution of this Agreement, the Member is contributing to the Company cash in the amount of \$100.00.

2.2. *No Additional Capital Contributions Required.* The Member shall not be required to contribute any additional capital to the Company. The Member shall not have any personal liability for any debt, obligation or liability of the Company.

2.3. *No Interest on Capital Contributions.* The Member shall not be paid interest on its Capital Contribution.

2.4. *Return of Capital Contributions.* Except as otherwise provided in this Agreement, the Member shall not have the right to receive any return of its Capital Contribution.

2.5. *Form of Return of Capital.* If the Member is entitled to receive a return of its Capital Contribution, the Company may distribute cash, notes, property, or a combination thereof to the Member in return of the Capital Contribution.

2.6. *Loans.* The Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms as determined by the Member.

2.7. *Capital Accounts.* A capital account shall be maintained for the Member, which capital account shall be increased by the value of each Capital Contribution made by the Member, allocations to the Member of any profit and any other allocations to the Member of income pursuant to the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute (the "Code"). The Member's capital account will be decreased by the value of each distribution made to the Member by the Company, allocations to the Member of any losses and other allocations to the Member pursuant to the Code.

2.8. *Deficit Capital Account.* Except as otherwise required by the Law, the Member shall have no liability to restore all or any portion of a deficit balance in his capital account.

Article III

Profit, Loss, and Distributions

3.1. *Distributions of Cash Flow.* The Member may, from time to time, take distributions from the Company at such times and in such amounts as determined by the Member. Such distributions shall be allocated to the Member in the same proportion as its then capital account balance.

3.2. *Accounting Period.* The Company's fiscal year shall be the calendar year with an ending date of December 31.

3.3 *Books and Records.* The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Law and such books and records shall be kept at the Company's principal place of business.

Article IV

Management: Rights, Powers, and Duties

4.3. *Management.*

4.3.1. The Company shall be managed by the Member as the managing member of the Company. The Member shall have the full and exclusive right and power to act for and bind the Company.

4.3.2. The Member may cause the Company to employ and retain such other persons as may be necessary or appropriate for the conduct of the Company's business, on such terms as the Member shall determine, including persons who may be designated as officers. The officers of the Company shall have the titles, powers and duties delegated to them by the Member. Any number of titles may be held by the same officer.

4.3.3. The Member shall have the power and authority to delegate his or her right and power to manage and control the business and affairs of the Company to one or more other persons (including one or more committees, managers and agents, employees and/or affiliates of a manager), including delegation by management agreement or other arrangement.

4.4. *Liability and Indemnification.*

4.4.1 Except as otherwise provided by law, no Member shall be liable, responsible or accountable in any way for damages or otherwise to the Company or to any of the Members for any act or failure to act pursuant to this Agreement or otherwise unless there is a judicial determination that (i) such person acted in bad faith; (ii) the conduct of such person constituted intentional misconduct or a knowing violation of law; (iii) such person gained a financial benefit to which he or she was not legally entitled; or (iv) such person failed to perform his or her duties, specifically with respect to distributions under Section 508(a) of the Law, in good faith and with that degree of care that an ordinarily prudent person in a like position would use under similar circumstances.

4.4.2. The Company shall indemnify, defend and hold harmless the Member and any delegate, employee, or officer of the Member (severally, the "Indemnatee" and collectively, the "Indemnitees"), from and against any claims, losses, liabilities, damages, fines, penalties, costs and expenses (including, without limitation, reasonable fees and disbursements of counsel and other professionals) arising out of or in connection with any act or failure to act by an Indemnatee pursuant to this Agreement, or the business and affairs of the Company, to the fullest extent permitted by law; provided, however, that an Indemnatee shall not be entitled to indemnification hereunder if there is a judicial determination that (a) such Indemnatee's actions or omissions to act were made in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated; or (b) such Indemnatee personally gained a financial benefit to which the Indemnatee was not legally entitled.

Article V
Transfers of Interest

5.1. *Transfers.* The Member may transfer in whole or in part its interest in the Company.

Article VI
Admission of Additional Members

6.1. *Admission of Additional Members.* The Member may admit one or more additional members to the Company.

Article VII
Dissolution, Liquidation, and Termination of the Company

7.1. *Events of Dissolution.* The Company shall be dissolved upon the happening of any of the following events:

7.1.1. upon the consent of the Member;

7.1.2. upon the dissolution of the Member; or

7.1.3. upon the entry of a decree of judicial dissolution under Section 702 of the Law.

7.2. *Winding up.* Upon the dissolution of the Company, the Member may, in the name of and for and on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute the Member any remaining assets of the Company.

7.3. *Articles of Dissolution.* Within ninety (90) days following the dissolution and the commencement of winding up of the Company, or at any other time that there are no members, articles of dissolution shall be filed with the New York Secretary of State pursuant to the Law.

7.4. *Termination.* Upon completion of the dissolution, winding up, liquidation and distribution of the assets of the Company, the Company shall be deemed terminated.

Article VIII
Taxes

8.1. *Tax Returns.* The Member shall cause to be prepared and filed all necessary federal and state income tax returns for the Company.

8.2. *Partnership Representative.* The Member shall constitute the "Partnership Representative" under Section 6223 of Chapter 63 of the Code, and shall take any and all action

required under the Code or any treasury regulations promulgated under the Code, as in effect from time to time, to designate itself the Partnership Representative. The Company may engage accountants and legal counsel to assist the Partnership Representative in discharging his duties hereunder.

Article IX

General Provisions

9.1. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of New York.

9.2. *Article and Section Titles.* The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.3. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.4. *Headings.* The headings in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.

9.5. *Binding.* Subject to Section 5.1 and any other provisions of this Agreement relating to transferability, this Agreement shall be binding upon and inure to the benefit of all Members, and their respective successors and assigns.

9.6. *Execution.* This Agreement may be executed by electronic signature or PDF, which for all purposes is to be deemed an original.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Member has executed, or caused this Agreement to be executed as of the date set forth hereinabove.

136-140 CROTON AVENUE MANAGERS LLC

By: 
Name: Rella Fogliano
Title: Manager

EXHIBIT F

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.



621463661DED001Z

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: 1494000/71187626

Document Details

Control Number: **621463661** Document Type: **Deed (DED)**
Package ID: 2022052600281001002 Document Page Count: **4** Total Page Count: **6**

Parties

☐ Additional Parties on Continuation page

1st PARTY

1: AMAK DEVELOPMENT LLC - Other
2:

2nd PARTY

1: 136-140 CROTON AVE LLC - Other
2:

Property

☒ Additional Properties on Continuation page

Street Address: 136 CROTON AVENUE Tax Designation: 89.16-7-79
City/Town: OSSINING TOWN Village: OSSINING

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: \$25.00
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: **\$320.00**

Transfer Taxes

Consideration: \$3,012,500.00
Transfer Tax: \$12,050.00
Mansion Tax: \$0.00
Transfer Tax Number: 16309

Mortgage Taxes

Document Date:
Mortgage Amount:

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

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 06/17/2022 at 02:51 PM
Control Number: **621463661**
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

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.

621463661DED001Z

Westchester County Recording & Endorsement Page

Document Details

Control Number: **621463661**

Document Type: **Deed (DED)**

Package ID: 2022052600281001002

Document Page Count: 4

Total Page Count: 6

Properties Addendum

138-140 CROTON AVENUE 10562

OSSINING TOWN

OSSINING

89.16 7 80

7118 7626
STEWART TITLE INSURANCE
711 WESTCHESTER AVENUE
SUITE 302
WHITE PLAINS, NY 10604

THIS INDENTURE, made as of the 1st day of June, in the year 2022
BETWEEN,

AMAK DEVELOPMENT LLC, having an address of 136 Croton Ave, Ossining, NY 10562, party of the first part, and

136-140 CROTON AVENUE LLC, having an address c/o Macquesten Development, LLC, 438 Fifth Avenue, Suite 100, Pelham, NY 10803, party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten (\$10.00) dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village and Town of Ossining, County of Westchester and State of New York, bounded and described as follows:

See Schedule "A" attached hereto as

This property is also known as 136 Croton Avenue and 138-140 Croton Avenue

Being and intended to be part of the same property as conveyed to the grantor herein by deed from Vincenzo Bomba and Antonietta Bomba, as husband and wife, by deed dated 3/30/2018, recorded 4/16/2018 in Control No. 580853037, in the Westchester County Clerk's Office.

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.

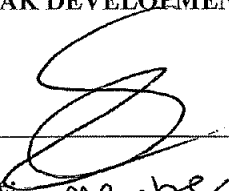
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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

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

WITNESS:

AMAK DEVELOPMENT LLC

By: 
Title: member
Susana Genov

SCHEDULE A – DESCRIPTION**Parcel I:**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village and Town of Ossining, County of Westchester and State of New York, known and designated as Lots Nos. 10, 11, 12, 13, 14, 15 and 16 on a certain map entitled, "Subdivision of Butler Ridge, Village of Ossining, Town of Ossining, Westchester Co., N.Y.", made by Applebee & Slater, Engineers and Surveyors, and filed in the Office of the Westchester County Clerk's Office, Division of Land Records on February 9, 1928 in Volume 67 of Maps at Page 32.

Parcel II:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village and Town of Ossining, County of Westchester and State of New York, known and designated as Lots Nos. 6, 7, 8 and 9 on a certain map entitled "Subdivision of Butler Ridge, Village of Ossining, Town of Ossining, Westchester Co., N.Y.", made by Applebee & Slater, Engineers and Surveyors, and filed in the Westchester County Clerk's Office, Division of Land Records on February 9, 1928 in Volume 67 of Maps at Page 32.

OVERALL DESCRIPTION:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village and Town of Ossining, County of Westchester and State of New York, known and designated as Lots Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 on a certain map entitled, "Subdivision of Butler Ridge, Village of Ossining, Town of Ossining, Westchester Co., N.Y.", made by Applebee & Slater, Engineers and Surveyors, and filed in the Office of the Westchester County Clerk's Office, Division of Land Records on February 9, 1928 in Volume 67 of Maps at Page 32;

BEGINNING at the corner forming the intersection of the southerly side of Croton Avenue with the westerly side of Watson Avenue;

RUNNING THENCE along the westerly side of Watson Avenue, South 10 degrees 23 minutes 00 seconds West, 124.35 feet;

THENCE North 79 degrees 37 minutes 00 seconds West 284.98 feet to the easterly side of Prospect Avenue;

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.

THENCE along the easterly side of Prospect Avenue, North 10 degrees 23 minutes 00 seconds East, 101.56 feet (actual) (129.12 feet deed) to the southerly side of Croton Avenue;

THENCE along the southerly side of Croton Avenue, the following five (5) courses and distances:

1. North 89 degrees 56 minutes 30 seconds East, 94.03 feet (actual) (94.83 feet deed);
2. South 88 degrees 16 minutes 50 seconds East, 66.61 feet;
3. South 80 degrees 38 minutes 50 seconds East, 83.69 feet;
4. South 74 degrees 45 minutes 50 seconds East 12.63 feet;
5. South 70 degrees 48 minutes 10 seconds East, 30.77 feet to the westerly side of Watson Avenue and the point or 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.

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Greenwich

On the 1st day of June, in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Susana Gerou, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the individual(s) or the entity upon behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Helene D. Salerno

My Commission Expires: 12-31-26

Commission Number: _____



Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

AMAK DEVELOPMENT LLC

TO

136-140 CROTON AVENUE LLC

DISTRICT

SECTION

89.16

BLOCK

7

LOT

79 & 80

COUNTY

WESTCHESTER



Distributed By

TitleVest[®]

A First American Company

©2017 First American Financial Corporation and/or its affiliates. All rights reserved. NYSE: FAP

RETURN BY MAIL TO:

136-140 CROTON AVENUE LLC

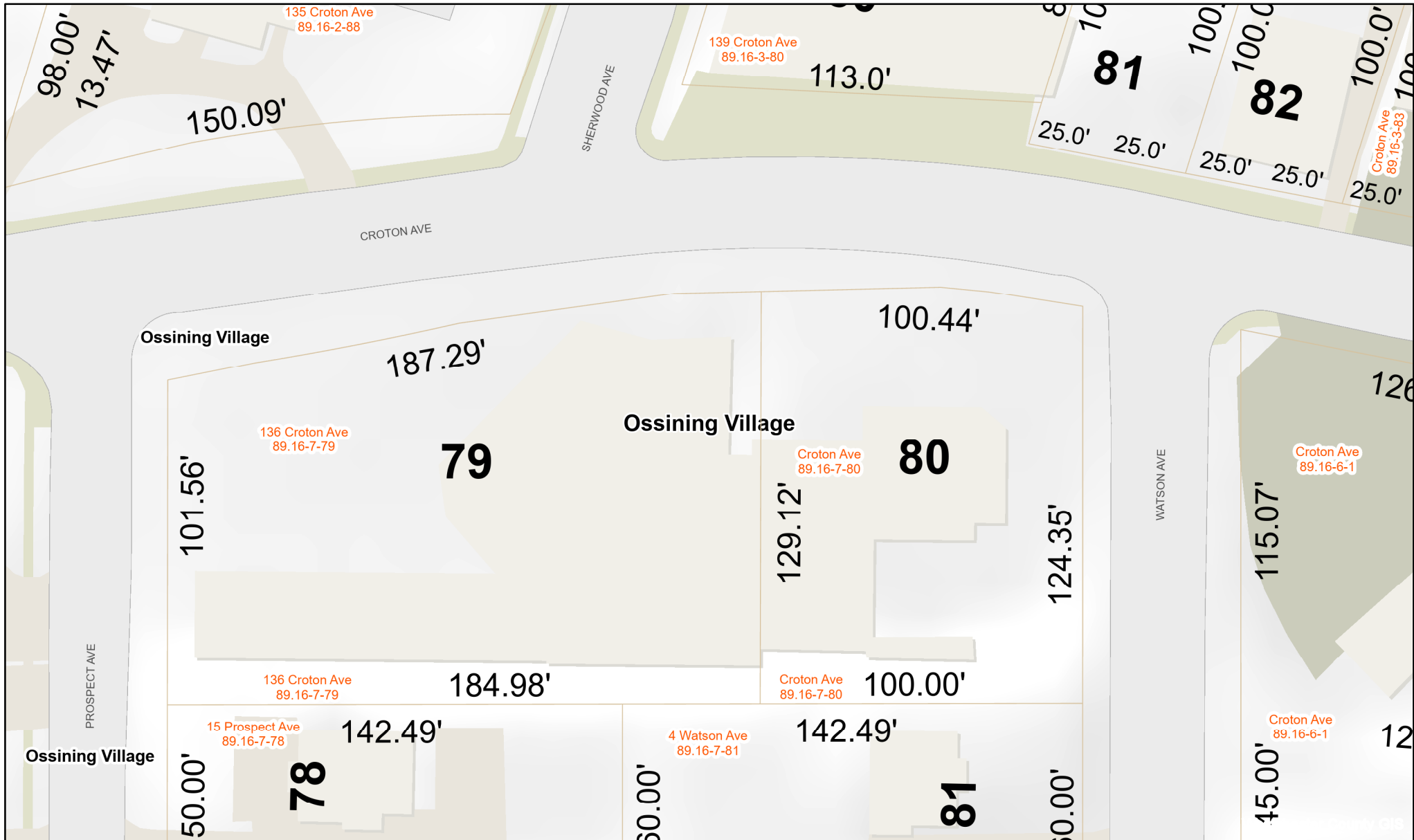
c/o Macquesten Development, LLC

438 Fifth Avenue, Suite 100

Pelham, NY 10803

EXHIBIT G

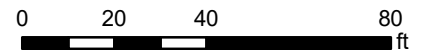
(Ossining Village)



June 25, 2024

Tax parcel data was provided by local municipality. This map is generated as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should NOT be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact local municipality assessor's office.

1:500



Westchester County GIS

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