



**SUBMITTAL INSTRUCTIONS:**

1. Compile the application package in the following manner:
  - a. one file in non-fillable PDF of the application form plus supplemental information, excluding any previous environmental reports and work plans, if applicable
  - b. if the application requires submittal of previous environmental reports to support the addition of new property, an affordable housing agreement to support the determination for tangible property credits in New York City, or other large files, please include each as a separate PDF.
2. \*OPTIONAL: Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via NYSDEC dropbox or ground mail, as described below. **Please select only ONE submittal method – do NOT submit both via dropbox and ground mail.**
  - a. VIA SITE CONTROL DROPBOX:
    - [Request an invitation](#) to upload files to the Site Control submittal dropbox.
    - In the “Title” field, please include the following: “BCP Amendment Application - Site Name”.
    - After uploading files, an automated email will be sent to the submitter’s email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.
    - Application packages submitted through third-party file transfer services will not be accepted.
  - b. VIA GROUND MAIL:
    - Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). **DO NOT INCLUDE PAPER COPIES OF THE APPLICATION OR ATTACHMENTS.**
    - Mail the external storage device to the following address:

Chief, Site Control Section  
Division of Environmental Remediation  
625 Broadway, 12<sup>th</sup> Floor  
Albany, NY 12233-7015

<b>SITE NAME:</b>	Sun Valley Nursery Filling Station Site
<b>SITE CODE:</b>	C360207





**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 type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input 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? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>b. <input checked="" type="checkbox"/> Change in ownership <input checked="" 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? <input checked="" type="radio"/> Yes <input type="radio"/> No Submitted on: 08/20/2024</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:

In 2024, the two tax lots which made up the BCP Site (89.16-7-70 and 89.16-7-80) were merged into a single tax lot known as 89.16-7-80.1, with an address of 138-140 Croton Avenue. Please see Exhibit A - Town of Ossining Request for Combination Form, Exhibit B - Page from 2025 Town Tentative Assessment Roll and Exhibit C - Ossining Tax Map. On March 21, 2025, Crescent Manor Senior Housing Development Fund Corporation ("HDFC") became the fee title owner of the entire BCP Site via two deeds. First, 136-140 Croton Avenue LLC transferred the portion of lot 80.1, known as the residential area (entire tax lot excluding the Commercial Flex Parcel and Commercial Parcel/Please see Exhibit D - Survey) to the County of Westchester. Immediately after, the County of Westchester transferred the residential area to the HDFC. Please see Exhibit E-1 - Residential Area Deed to County and Exhibit E-2 - Residential Area Deed to HDFC. Continued on Next Page.



Narrative Continuation:

The Commercial Flex Parcel and Commercial Parcel were transferred directly to the HDfC by Quitclaim Deed. Please see Exhibit F – Commercial Parcels Deed to HDfC. On the same day, current BCP Site Volunteer, Crescent Manor Owner LLC became the beneficial owner of the entire Lot 80.1. Please see Exhibit G – Declaration of Interest and Nominee Agreement. The HDfC is not being added to the Brownfield Cleanup Agreement (“BCA”). This transfer of ownership does not affect the remedial efforts on the BCP Site because beneficial owner Crescent Manor Owner LLC is a Volunteer under the BCA and other Volunteer, 136-140 Croton Avenue LLC is the sole member of Crescent Manor Owner LLC. Please see Exhibit H – Site Access Agreement and Exhibit I – Written Consents.



**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 NUMBER: C360207
NAME OF CURRENT APPLICANT(S): 136-140 Croton Avenue LLC and Crescent Manor Owner LLC	
INDEX NUMBER OF AGREEMENT: C360207-03-22	DATE OF ORIGINAL AGREEMENT: 03/08/22
APPLICANT'S SIGNATORY: Rella Fogiano	

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

NAME:			
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
REQUESTOR CONTACT:			
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
REQUESTOR'S CONSULTANT:		CONTACT:	
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
REQUESTOR'S ATTORNEY:		CONTACT:	
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
			<b>Y</b>
			<b>N</b>
1. Is the requestor authorized to conduct business in New York State?			<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 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 type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants:			<input type="radio"/>



**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: ☐ Existing Applicant ☐ New Applicant ☒ Non-Applicant

OWNER'S NAME: Crescent Manor Senior Housing Development Fund Corporation CONTACT: Rella Fogliano

ADDRESS: (Fee Title Owner) 438 Fifth Avenue, Suite 100

CITY/TOWN: Pelham, New York

ZIP CODE: 10803

PHONE: (914) 667-7227

EMAIL: r\_fogliano@macquesten.com

OPERATOR: N/A

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 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 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 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 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 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 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 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 type="radio"/>



**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="radio"/> Existing Applicant <input type="radio"/> New Applicant <input type="radio"/> Non-Applicant	
OWNER'S NAME: Crescent Manor Owner LLC	CONTACT: Rella Fogliano
ADDRESS: (Beneficial Owner) 438 Fifth Avenue, Suite 100	
CITY/TOWN: Pelham, New York	ZIP CODE: 10803
PHONE: (914) 667-7227	EMAIL: r_fogliano@macquesten.com
OPERATOR: N/A	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 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 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 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 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 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 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 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 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 type="radio"/>	<input 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 type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input type="radio"/>	<input 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="radio"/> <b>PARTICIPANT</b> A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input type="radio"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the 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. <b>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.</b>		
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 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 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 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: 136-140 Croton Avenue and 138-140 Croton Avenue

CITY/TOWN: Ossining, New York

ZIP CODE: 10562

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE: 0.8

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

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
138-140 Croton Avenue	89.16	7	80.1	0.79

3. TOTAL REVISED SITE ACREAGE: 0.79

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"/>



**SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)**

Complete this section for any addition of property. Use additional copies of this section as necessary.

## 5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:	CONTACT NAME:			
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:	EMAIL:			
OWNERSHIP START DATE:				
CURRENT OPERATOR:	CONTACT NAME:			
PHONE:	EMAIL:			
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="checkbox"/> PREVIOUS OWNER	<input type="checkbox"/> CURRENT OWNER	<input type="checkbox"/> POTENTIAL/FUTURE PURCHASER	<input type="checkbox"/>	OTHER: _____

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ☐ YES ☐ NO ☐ N/A

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:	CONTACT NAME:			
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:	EMAIL:			
OWNERSHIP START DATE:				
CURRENT OPERATOR:	CONTACT NAME:			
PHONE:	EMAIL:			
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="checkbox"/> PREVIOUS OWNER	<input type="checkbox"/> CURRENT OWNER	<input type="checkbox"/> POTENTIAL/FUTURE PURCHASER	<input type="checkbox"/>	OTHER: _____

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ☐ YES ☐ NO ☐ N/A

## 6. Data supporting the addition of property to the site must be included. Please refer to the instructions for a list of required tables and figures.

ARE THE REQUIRED FIGURES AND TABLES ATTACHED?

☐ YES ☐ NO ☐ N/A (land being added has been merged with an existing BCP lot and the applicant is not seeking to add more than an insignificant acreage of property to the BCA)



**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? <b>From ECL 27-1405(31):</b> "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.	<input type="radio"/>	<input type="radio"/>
5. <u>For new tax parcels being added to the BCA through this amendment ONLY:</u>  Are the parcels being added underutilized as defined below? <b>From 6 NYCRR 375-3.2(I) as of August 12, 2016</b> (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application): 375-3.2: (I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures.  "Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.	<input type="radio"/>	<input type="radio"/>



<p>6. Is the project and affordable housing project as defined below?</p> <p><b>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</b></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>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the project a planned renewable energy facility site as defined below?</p> <p><b>From ECL 27-1405(33) as of April 9, 2022:</b></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><b>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</b></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>8. 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><b>From ECL 75-0111 as of April 9, 2022:</b></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 NUMBER: C360207

NAME OF CURRENT APPLICANT(S): 136-140 Croton Avenue LLC and Crescent Manor Owner LLC

INDEX NUMBER OF AGREEMENT: C360207-03-22

DATE OF ORIGINAL AGREEMENT: 03/08/22

**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)

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 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)

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: 8/17/2025 Signature: Print 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:

☐**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: 03/08/22

Signature by the Department:

DATED: \_\_\_\_\_

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

\_\_\_\_\_  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation



**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)

I hereby affirm that I am Authorized Signatory (title) of Crescent Manor Owner 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: 8/19/2025 Signature: Print 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:

☐**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: 03/08/22

Signature by the Department:

DATED: \_\_\_\_\_

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

\_\_\_\_\_  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation



**SUBMITTAL REQUIREMENTS:**

- The Department accepts both hard copy and electronic submittal of the *Application to Amend Brownfield Cleanup Agreement and Amendment* form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:
  - Chief, Site Control Section
  - New York State Department of Environmental Conservation
  - Division of Environmental Remediation
  - 625 Broadway, 12<sup>th</sup> Floor
  - Albany, NY 12233-7015
- NOTE: Electronic applications submitted in fillable format will be rejected.



# **EXHIBIT A**





**TOWN OF OSSINING**  
**Office of the Assessor**

16 Croton Avenue  
Ossining, NY 10562  
Tel: 914-762-8274  
Fax: 914-762-8634

**REQUEST FOR COMBINATION**

DATE: 1/24/2024

SCHOOL DISTRICT: Ossining

FOR TAX MAP DEPT. USE

<u>S-B-L</u>	<u>DEED</u>	<u>OWNER</u>
1. <u>89.16-7.79</u>		<u>136-140 Croton Avenue LLC</u>
2. <u>89.16-7.80</u>		<u>136-140 Croton Avenue LLC</u>
3. <u>                    </u>		<u>                                    </u>
4. <u>                    </u>		<u>                                    </u>
5. <u>                    </u>		<u>                                    </u>
6. <u>                    </u>		<u>                                    </u>

A REQUEST IS MADE TO COMBINE THE ABOVE-NAMED SECTION, BLOCK, AND LOTS INTO ONE PARCEL FOR TAX PURPOSES

**ALL THE DUE TAXES ARE PAID** ON THESE PARCELS AND THEY ARE ALL IN THE SAME SCHOOL DISTRICT

SIGNATURE: 

NAME: Joseph Apicella

DATE: 1-24-24



# **EXHIBIT B**



STATE OF NEW YORK  
COUNTY: WESTCHESTER  
TOWN OF OSSINING  
SWIS: 554203 OSSINING

2025 TOWN TENTATIVE ROLL  
WHOLLY EXEMPT SECTION OF THE ROLL - 8  
PARCEL ID ORDER  
UNIFORM PERCENT OF VALUE = 100.00

PAGE: 2,097  
ROLL PRINT DATE: 05/30/2025  
VALUATION DATE: 07/01/2024  
TAXABLE STATUS DATE: 05/01/2025

TAX MAP PARCEL ID CD	PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	COUNTY	TOWN	SCHOOL	VILLAGE
CURRENT OWNERS NAME	SCHOOL DISTRICT	---LAND---	TAX DESCRIPTION				
CURRENT OWNERS ADDRESS	PARCEL SIZE/GRID COORD	--TOTAL--	SPECIAL DISTRICTS			TAXABLE VALUE	
***** 89.16-3-89 *****							
	SHERMAN PL					ACCT:	
89.16-3-89	963 Government owned Public Parks		13650 VILL OWNED	401,200	401,200	401,200	
VILLAGE OF OSSINING	OSSINING CENTRAL	401,200	13657 VILL OWNED				401,200
16 CROTON AVE	ACREAGE .46		CNTY TAXABLE				
OSSINING NY 10562	DEED BK PG		TOWN TAXABLE				
	BANK CODE VO-0000	401,200	SCHOOL TAXABLE				
	FULL MKT VAL 401,200		VILLAGE TAXABLE				
			SD057 COUNTY SWR OSSINING			401,200 TO	
***** 89.16-6-63 *****							
	PLEASANTVILLE RD					ACCT:	
89.16-6-63	960 Public Parks		13650 VILL OWNED	119,700	119,700	119,700	
VILLAGE OF OSSINING	OSSINING CENTRAL	51,700	13657 VILL OWNED				119,700
16 CROTON AVE	ACREAGE .07		CNTY TAXABLE				
OSSINING NY 10562	DEED BK PG		TOWN TAXABLE				
	BANK CODE VO-0000	119,700	SCHOOL TAXABLE				
	FULL MKT VAL 119,700		VILLAGE TAXABLE				
			SD057 COUNTY SWR OSSINING			119,700 TO	
***** 89.16-7-80.1 *****							
	138 140 CROTON AVE					ACCT:	
89.16-7-80.1	331 Comm Vacant Land Minor Improvement		18020 INDL.DEVLP	1,592,200	1,592,200	1,592,200	
136-140 CROTON AVE LLC	OSSINING CENTRAL	1,589,700	18027 INDL.DEVLP				1,592,200
438 FIFTH AVE STE 100	ACREAGE .8		CNTY TAXABLE				
PELHAM NY 10803	DEED BK 62146 PG 3661		TOWN TAXABLE				
	BANK CODE	1,592,200	SCHOOL TAXABLE				
	FULL MKT VAL 1,592,200		VILLAGE TAXABLE				
			AD001 AMBULANCE DISTRICT			1,592,200 TO	
			CW002 COUNTY SOLID WASTE			1,592,200 TO	
			SD057 COUNTY SWR OSSINING			1,592,200 TO	
***** 89.18-1-1 *****							
	WATER ST					ACCT:	
89.18-1-1	972 Land under Water - non-residential		13650 VILL OWNED	11,300	11,300	11,300	
VILLAGE OF OSSINING	OSSINING CENTRAL	11,300	13657 VILL OWNED				11,300
16 CROTON AVE	ACREAGE 4.5		CNTY TAXABLE				
OSSINING NY 10562	DEED BK PG		TOWN TAXABLE				
	BANK CODE VO-0000	11,300	SCHOOL TAXABLE				
	FULL MKT VAL 11,300		VILLAGE TAXABLE				
			SD057 COUNTY SWR OSSINING			11,300 TO	



# **EXHIBIT C**





# Tax Map

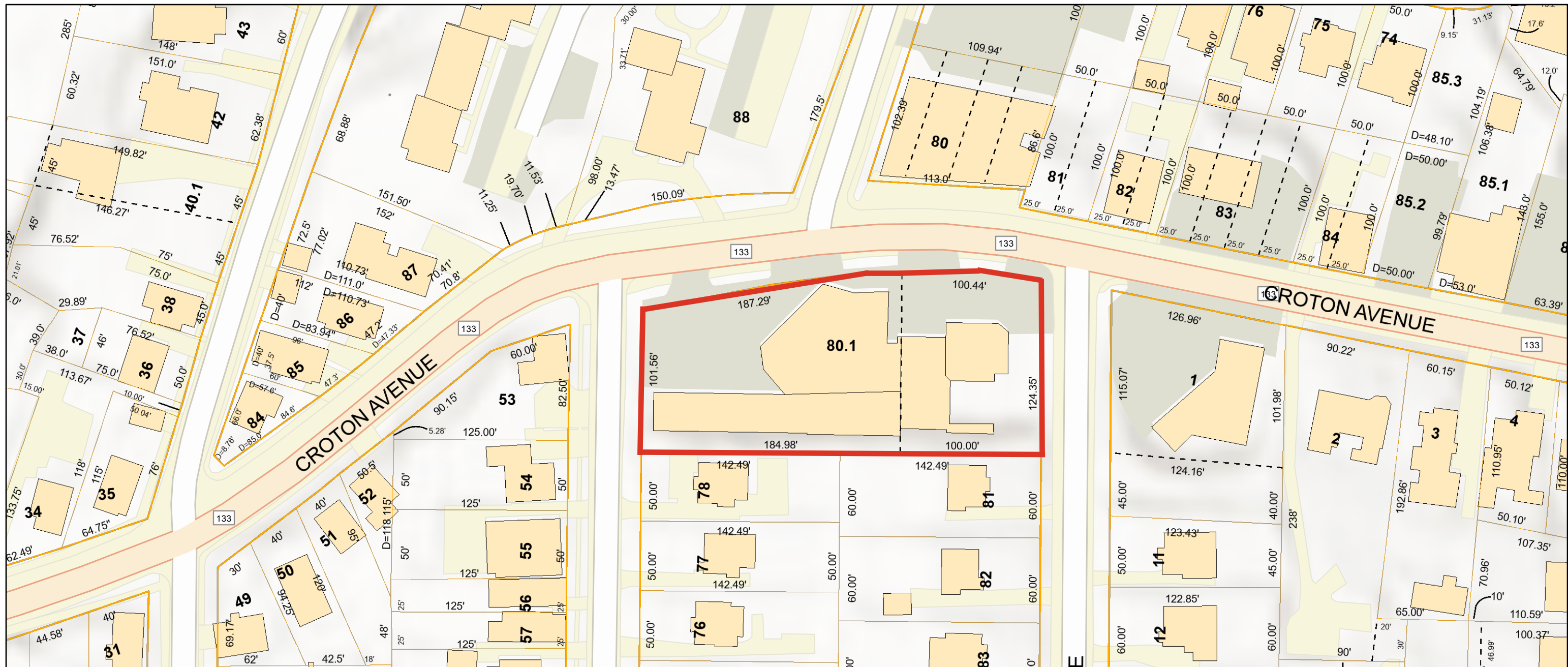
Ossining, NY

1 inch = 70 Feet



August 18, 2025

www.cai-tech.com



- CAI Town Line
- PROPERTYLINE
- ROAD
- Lotline
- Leader
- Ossining Buildings
- BCP Site Boundary

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



# **EXHIBIT D**



## Parcel I:

## SCHEDULE "A"

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:

## AMENDED 11/19/2024

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;

THENCE along the Easterly side of Prospect Avenue, North 10 degrees 23 minutes 00 seconds East, 101.56 feet 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;
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.

## EXCEPTIONS

## SCHEDULE "B"

- A) Electric and Gas Easement recorded in Liber 2838 page 312. Affects lots and streets with the right trim trees.
5. Survey exceptions as shown on survey made by Gabriel E. Senior, P.C., last dated 8/30/2024 (Job Number RO.V67P32-6):
- A) Stone wall varies and temporary plywood construction fences vary along parts of northerly line;
- B) Electric wires crosses northerly line;
- C) Irregular stone wall, railroad tie retaining wall, irregular stockade fence and row o
- D) f hedges varies and encroaches along easterly line;
- E) Macadam ramp extends east of easterly line;
- F) Stockade fence and railroad tie retaining walls varies along southerly line;
- G) Shed from the adjoining property on the south encroaches an undetermined distance north of the southerly lot line;
- H) Stone stacked retaining wall, railroad tie retaning wall and stockade fence varies and encroaches along westerly line.

## PROPERTY INFORMATION

136 & 138-140 Croton Avenue, Ossining, NY, Westchester  
SECTION: 89.16 BLOCK: 7 LOTS: 80.1

## ZONING INFORMATION:

INFORMATION PROVIDED BY THE  
STEWART TITLE INSURANCE COMPANY -  
REPORT NUMBER 71287456 DATED SEPT 1, 2024

## PARKING:

No Existing Parking Spaces

## ZONING CLASSIFICATION:

Existing Zoning Designation: NC-2 : Neighborhood Center-2  
Lot Area: 34,629 Sq. Ft. / 0.79 Acres

## DENSITY:

Maximum Building Coverage:  
Building: 50% / 17,314 Sq. Ft.  
Impervious: 80% / 27,703 Sq. Ft.

## BUILDING SIZE:

(No Existing Building)

Maximum Building Height or Stories: 36 Ft. / 3 Stories

Building Site Area Requirements: Minimum Lot Size: None

## BUILDING SET-BACK LINES:

Front Required: Build-to Line 10 ft.  
Side Required: 20 Ft. for one side  
10 Ft. for Lots Abutting Residential Districts  
Rear Required: 20 Ft.  
Variances Granted

1. A variance from Section 270.15.1E(5)(b)[2][a] for maximum building coverage percentage, 50% permitted and 67.6% proposed, variance of 17.6%.
2. A variance from Section 270-14F and 230-30A(1) and Appendix C variance for the number of off-street parking spaces, 118 required and 79 provided, variance of 39 spaces (previously requested 42 space variance).
3. A variance from Section 270.15.1E(2)(Table E(2)) for Build-To Line, 10 required and 0 provided, variance of 10 feet.
4. A variance from Section 270-15.1E(3)(a) (Table E(3)) for maximum height in stories and feet, 3 stories and 36' permitted and 3 1/2 stories and 53'3" feet provided, variance of 1/2 story and 173" feet.

## SURVEY CERTIFICATION -

Crescent Manor Owner LLC, a New York limited liability company, 136-140 Croton Avenue LLC, a New York limited liability company, its successors and/or assigns as pertains to Title No. 71287456 ONLY; CREA Crescent Manor, LLC, a Delaware limited liability company, its successors and/or assigns as pertains to Title No. 71287456 ONLY; 136-140 Croton Avenue Managers LLC; Crescent Manor Senior Housing Development Fund Corporation; CREA SLP, LLC, an Indiana limited liability company, its successors and/or assigns as pertains to Title No. 71287456 ONLY; County of Westchester County Industrial Development Agency; New York State Housing Finance Agency, its successors and/or assigns and pertains to Title No. 71287456 ONLY; County of Westchester County Industrial Development Agency; The County of Westchester, its successors and/or assigns as their interest may appear and pertains to Title No. 71287456 ONLY; U.S. Bank Trust Company, National Association, its successors and/or assigns and pertains to Title No. 71287456 ONLY; Housing Trust Fund Corporation, its successors and/or assigns and pertains to Title No. 71287456 ONLY and Stewart Title Insurance Company for Title No. 71287456 ONLY.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 6(a), 6(b), 7(a), 8, 9, 10, 11, 13, 16, 18 and 19 of Table A thereof. The fieldwork was completed on Nov 13, 2024.

Date of Survey Fieldwork: Nov 13, 2024

Date of Plat or Map: , Dec. 4, 2024

Subsequent revision dates do not constitute an update of the survey.

Eliot Senior, L.S./New York State Lic. No. 049822

Copies of the survey map not bearing the land surveyor's original blue signature and embossed seal shall not be considered to be a true and valid copy. Copyright Gabriel E. Senior, P.C., 2024. ALL RIGHTS RESERVED.

## FLOOD ZONE

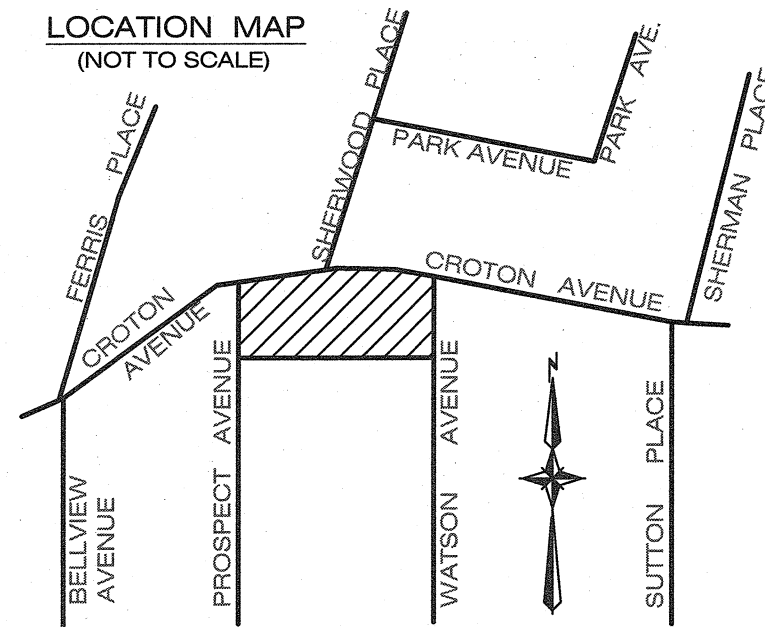
"Said described property is located within an area having a Zone Designation "X", an area of minimal flood hazard, by the Federal Emergency Management Agency, on Flood Insurance Rate Map No. 36119C0136F, with a date of identification of September 28, 2007, for Community Panel Number 136 of 362, in Westchester County, State of New York, which is the current Flood Insurance Rate map for the community in which said property is situated."

Certifications indicated are limited only to the entity for which this survey was prepared and on its behalf to the title company, governmental agency and lending institution for the policy numbers listed hereon. These certifications are not transferable.

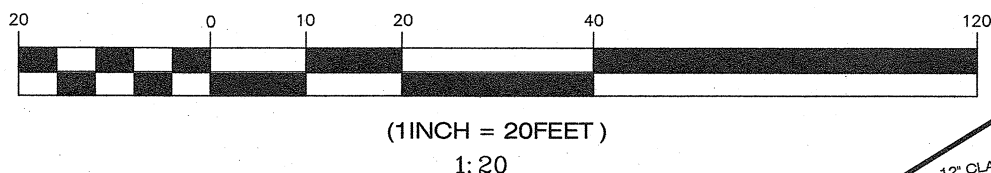
A Title report lists easements and restrictions that are recorded in the County Clerk's office, if the report was not provided these easements and or restrictions may not be shown. A copy of the title report dated Sept 1, 2024 was provided. A copy of the deed was provided. There may also be Easements and Restrictions that are not recorded. Survey may be subject to easements not shown.

Surface elevations and underground appurtenances, if any, whether or not shown are not certified. This survey shows straight lines between located points for fences or other possession along property line. This also applies to connections between located surface appurtenances of underground items. These connections or possession lines generally do not follow a straight line and therefore are schematic only. Any dimensions shown are to the surveyed point only. Labeled dimensions cannot be used for any other point along the line.

Unauthorized alteration or additions to the survey map is a violation of Section 7209 sub-section 2 of the New York State Education Law.

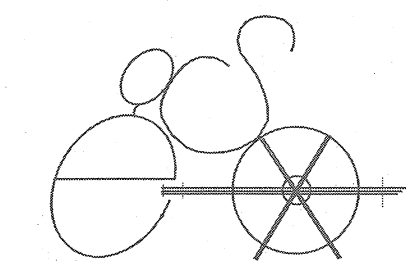
LOCATION MAP  
(NOT TO SCALE)

## GRAPHIC SCALE



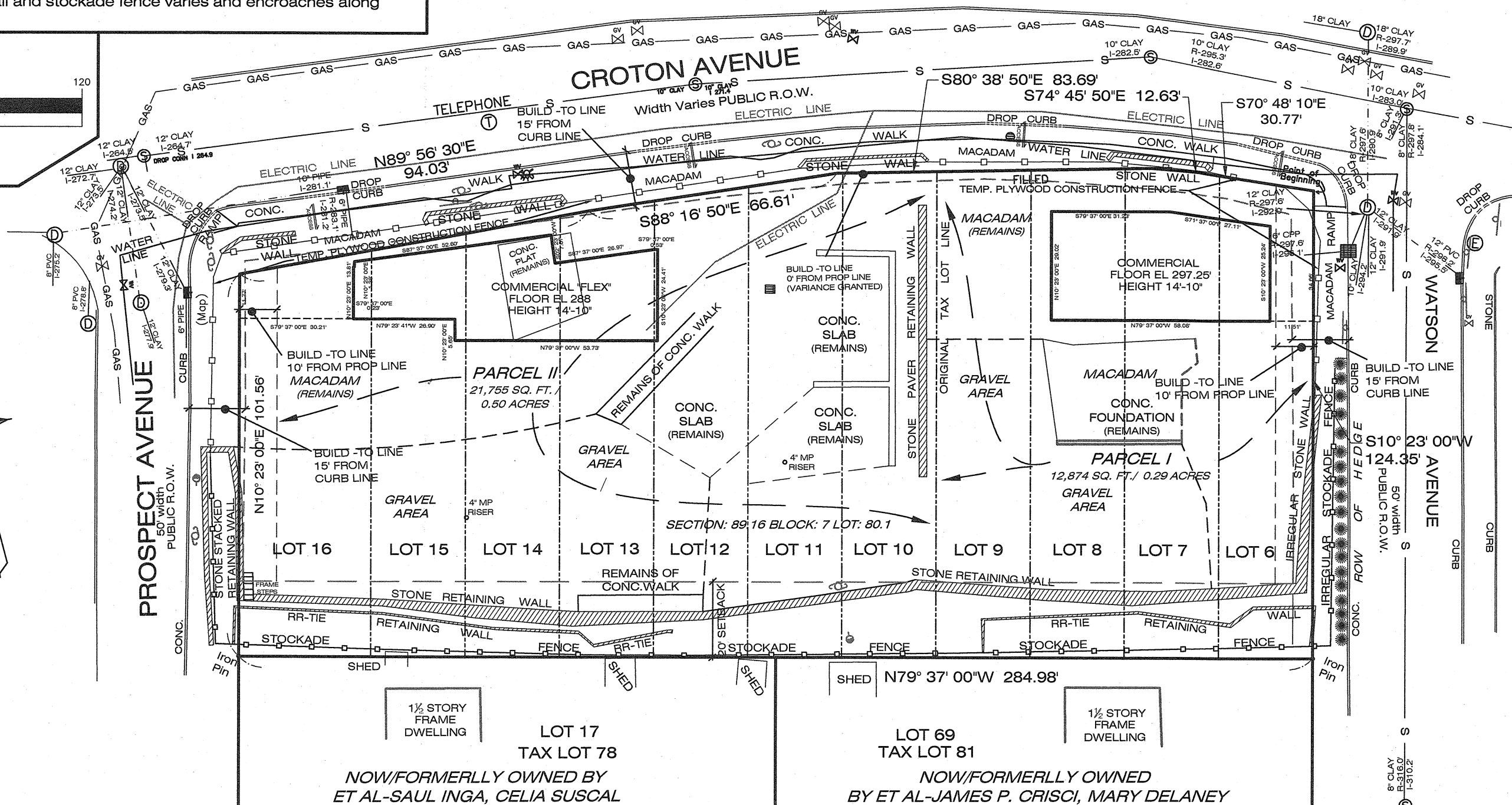
## LEGEND

- CATCH BASIN  
□ DRAIN INLET  
○ UTILITY POLE  
○ SIGN POST  
○ HYDRANT  
○ WATER VALVE  
○ GAS VALVE  
○ LIGHT POLE  
○ VALVE
- TRAFFIC POLE  
① TELE. MANHOLE  
⊠ ELECTRIC BOX  
○ SEWER MANHOLE  
○ WATER MANHOLE  
○ ELECTRIC MANHOLE  
○ DRAIN MANHOLE  
○ MANHOLE  
■ MONITORING WELL



GABRIEL E. SENOR, P.C.  
Engineer & Surveyor

30 NORTH CENTRAL AVE., HARTSDALE, NEW YORK 10530  
(914) 422-0070

ALTA/SURVEY OF  
LOTS 6 - 16, BLOCK 7  
AS SHOWN ON SUBDIVISION OF  
BUTLER RIDGE

BY APPLEBEE & SLATER  
LOCATED IN THE  
TOWN & VILLAGE OF OSSINING  
WESTCHESTER COUNTY, NEW YORK

ADDRESS: 136 CROTON AVENUE, OSSINING, NY 10562  
SECTION: 89.16 BLOCK: 7 LOT: 80.1

Said "Map" is filed in the Westchester County Clerk's office, Division of Land Records, on February 9, 1928 as R.O. Map number Volume 67, Page 32.

COPYRIGHT GABRIEL E. SENOR, P.C. 2024

## GABRIEL E. SENOR, P.C.

CONSULTING ENGINEER LAND SURVEYORS  
30 NORTH CENTRAL AVE., HARTSDALE, NEW YORK, 10530  
(914) 422-0070 FAX 422-3009

SCALE: 1" = 30'

DATE: AUG 30, 2024

OCT 17, 2024 REV

NOV 18, 2024 REV

DEC 4, 2024 REV

DRAWN BY:  
EJC.

CHECKED BY:  
ES.



# **EXHIBIT E-1**



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.



\*643623159DED0013\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Stewart Title Guaranty Company 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: 2295685/71287456 WIDA

### Document Details

Control Number: **643623159** Document Type: **Deed (DED)**  
Package ID: 2024122700065001002 Document Page Count: **5** Total Page Count: **6**

### Parties

☐ Additional Parties on Continuation page

#### 1st PARTY

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

#### 2nd PARTY

1: WESTCHESTER COUNTY OF - Other  
2:

### Property

☐ Additional Properties on Continuation page

Street Address: 138-140 CROTON AVENUE Tax Designation: 89.16-7-p/o 80.1  
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: \$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  
Local Tax Receipt Filing Fee: \$0.00  
Total Recording Fees Paid: **\$325.00**

### Transfer Taxes

Consideration: \$3,000,000.00  
Transfer Tax: \$0.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 1007

### 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: 08/21/2025 at 09:54 AM  
Control Number: **643623159**  
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

Cannon Heyman & Weiss, LLP  
54 State Street, 5th Floor

Albany, NY 12207  
Attn: Sarah Hetzer



**BARGAIN AND SALE DEED**

**THIS INDENTURE** is made as of the ~~18<sup>th</sup>~~<sup>21<sup>st</sup></sup> day of March 2025, between **136-140 CROTON AVENUE LLC**, a New York limited liability company having its offices at 438 Fifth Avenue, Suite 100, Pelham, New York 10803 ("**Grantor**"), and **THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York having its offices at 148 Martine Avenue, White Plains, New York 10601 ("**Grantee**").

**W I T N E S S E T H:**

That Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, lawful money of the United States, paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby covenant, grant and release unto Grantee, its heirs and successors and assigns, forever, all right, title and interest of Grantor in and to the following:

All that certain plot, piece, or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Town and Village of Ossining, County of Westchester, State of New York, as more particularly described on Schedule "A" attached hereto and incorporated herein for all purposes.

BEING a portion of the same premises conveyed to the Grantor from AMAK Development, LLC dated June 1, 2022, recoded June 17, 2022, in Control No.: 621463661. Said premises are known and designated as Section 89.16, Block 7, part of Lot 80.1.

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

SUBJECT to all matters of public record including but not limited to all covenants, restrictions, easements and rights of way; and subject to all laws, statutes, codes, rules, regulations and ordinances.

TO HAVE AND TO HOLD the premises herein granted unto Grantee, its heirs and successors and assigns, forever.

AND Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.


AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor 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.



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

**GRANTOR:**

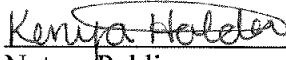
136-140 CROTON AVENUE LLC

By:   
Name: Rella Fogliano  
Title: Manager

STATE OF NEW YORK )

COUNTY OF WESTCHESTER )

On the 6th day of December, in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Rella Fogliano personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

  
Notary Public

KENYA M J HOLDER  
Notary Public, State of New York  
No. 01HO6401588  
Qualified in Bronx County  
Commission Expires 12/9/27

**RECORD & RETURN TO:**

Westchester County Attorney's Office  
148 Martine Avenue - Room 600  
White Plains, NY 10601

*Signature page to Deed (LLC to County)*



## **SCHEDULE "A"**

### **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:**

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### **OVERALL DESCRIPTION - AMENDED 11/19/2024:**

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;

THENCE along the Easterly side of Prospect Avenue, North 10 degrees 23 minutes 00 seconds East, 101.56 feet 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.;
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.

**EXCEPTING THEREFROM - COMMERCIAL FLEX PARCEL DESCRIPTION:**

ALL that certain volume of space, lying and being in the Village and Town of Ossining, County of Westchester and State of New York lying between a horizontal limiting plane having an elevation of 288 feet and a horizontal limiting plane of 302.83 feet which elevations are in reference to the North American Vertical Datum of 1988 (NAVD 88) also known and designated as a volume portion of Lots Nos. 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 a point the following courses from the corner forming the intersection of the Southerly side of Croton Avenue with the Easterly side of Watson Avenue;

1. South 10 degrees 23 minutes 00 seconds West, 11.77 feet;
2. South 79 degrees 37 minutes 00 seconds East, 30.21 feet;

RUNNING THENCE from said point the following (11) courses and distances;

1. North 10 degrees 23 minutes 00 seconds East, 13.81 feet;
2. South 79 degrees 37 minutes 00 East, 0.23 feet;
3. North 10 degrees 23 minutes 00 seconds East, 1.38 feet;
4. South 87 degrees 37 minutes 00 East, 52.60 feet;
5. South 02 degrees 23 minutes 00 West, 7.67 feet;
6. South 87 degrees 37 minutes 00 East, 26.97 feet;
7. South 79 degrees 37 minutes 00 East, 0.53 feet;
8. South 10 degrees 23 minutes 00 West, 24.41 feet;
9. North 79 degrees 37 minutes 00 West, 53.73 feet;
10. North 10 degrees 23 minutes 00 East, 5.65 feet,
11. North 79 degrees 23 minutes 41 West, 26.90 feet the point or place of BEGINNING.

**ALSO EXCEPTING THEREFROM - COMMERCIAL PARCEL DESCRIPTION:**

ALL that certain volume of space, lying and being in the Village and Town of Ossining, County of Westchester and State of New York lying between a horizontal limiting plane having an elevation of 297.25 feet and a horizontal limiting plane of 312.08 feet which elevations are in reference to the North American Vertical Datum of 1988 (NAVD 88) also known and designated as a volume portion of Lots Nos. 6, 7 and 8 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 a point the following courses from the corner forming the intersection of the Southerly side of Croton Avenue with the Westerly side of Watson Avenue;

South 10 degrees 23 minutes 00 seconds West, 34.66 feet;



North 79 degrees 37 minutes 00 seconds West, 11.51 feet;

RUNNING THENCE from said point the following (5) courses and distances;

1. North 79 degrees 37 minutes 00 seconds West, 58.08 feet;
2. North 10 degrees 23 minutes 00 East, 29.02 feet;
3. South 79 degrees 37 minutes 00 East, 31.23 feet;
4. South 71 degrees 37 minutes 00 East, 27.11 feet
5. South 10 degrees 23 minutes 00 West, 25.24 feet the point or place of BEGINNING.



# **EXHIBIT E-2**



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.



\*643623142DED001V\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Stewart Title Guaranty Company 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: 2295685/71287456 WIDA

### Document Details

Control Number: **643623142** Document Type: **Deed (DED)**  
Package ID: 2024122700065001002 Document Page Count: **5** Total Page Count: **6**

### Parties

☐ Additional Parties on Continuation page

#### 1st PARTY

1: WESTCHESTER COUNTY OF - Other  
2:

#### 2nd PARTY

1: CRESCENT MANOR SENIOR HOUSING DEVELOPMENT FL - Other  
2:

### Property

☐ Additional Properties on Continuation page

Street Address: 138-140 CROTON AVENUE Tax Designation: 89.16-7-p/o 80.1  
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: \$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  
Local Tax Receipt Filing Fee: \$0.00  
Total Recording Fees Paid: **\$325.00**

### Transfer Taxes

Consideration: \$0.00  
Transfer Tax: \$0.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 1008

### 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: 08/21/2025 at 09:54 AM  
Control Number: **643623142**  
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

Cannon Heyman & Weiss, LLP  
54 State Street, 5th Floor

Albany, NY 12207  
Attn: Sarah Hetzer



**BARGAIN AND SALE DEED**

**THIS INDENTURE** is made as of the <sup>21<sup>st</sup></sup>~~18<sup>th</sup>~~ day of March, 2025, between **THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York having its offices at 148 Martine Avenue, White Plains, New York 10601 ("**Grantor**"), and **CRESCENT MANOR SENIOR HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit-corporation having its offices at 438 Fifth Avenue, Suite 100, Pelham, New York 10803 ("**Grantee**").

**W I T N E S S E T H:**

That Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, lawful money of the United States, paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby covenant, grant and release unto Grantee, its heirs and successors and assigns, forever, all right, title and interest of Grantor in and to the following:

All that certain plot, piece, or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the Town and Village of Ossining, County of Westchester, State of New York, as more particularly described on Schedule "A" attached hereto and incorporated herein for all purposes.

BEING a portion of the same premises conveyed to the Grantor from 136-140 Croton Avenue LLC by deed dated as of the date hereof, to be recorded immediately prior to this deed. Said premises are known and designated as Section 89.16, Block 7, part of Lot 80.1.

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

SUBJECT to all matters of public record including but not limited to all covenants, restrictions, easements and rights of way; and subject to all laws, statutes, codes, rules, regulations and ordinances.

TO HAVE AND TO HOLD the premises herein granted unto Grantee, its heirs and successors and assigns, forever.

AND Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor 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.



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

GRANTOR:

THE COUNTY OF WESTCHESTER

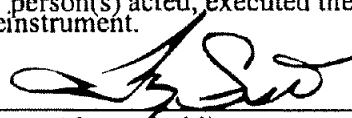
By: 

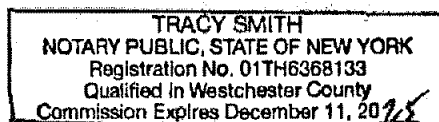
Name: George Latimer  
Title: County Executive

STATE OF NEW YORK )

COUNTY OF WESTCHESTER )

On the 30th day of December, in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared George Latimer personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the instrument was executed, executed the instrument.

  
Notary Public



RECORD & RETURN TO:  
Cannon Heyman & Weiss, LLP  
54 State Street, 5<sup>th</sup> Floor  
Albany, New York 12207  
Attn: Sarah Hetzer

*Signature page to Deed (County to HDFC)*



## **SCHEDULE "A"**

### **Legal 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 - AMENDED 11/19/2024:**

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;

THENCE along the Easterly side of Prospect Avenue, North 10 degrees 23 minutes 00 seconds East, 101.56 feet 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.;
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.

**EXCEPTING THEREFROM - COMMERCIAL FLEX PARCEL DESCRIPTION:**

ALL that certain volume of space, lying and being in the Village and Town of Ossining, County of Westchester and State of New York lying between a horizontal limiting plane having an elevation of 288 feet and a horizontal limiting plane of 302.83 feet which elevations are in reference to the North American Vertical Datum of 1988 (NAVD 88) also known and designated as a volume portion of Lots Nos. 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 a point the following courses from the corner forming the intersection of the Southerly side of Croton Avenue with the Easterly side of Watson Avenue;

1. South 10 degrees 23 minutes 00 seconds West, 11.77 feet;
2. South 79 degrees 37 minutes 00 seconds East, 30.21 feet;

RUNNING THENCE from said point the following (11) courses and distances;

1. North 10 degrees 23 minutes 00 seconds East, 13.81 feet;
2. South 79 degrees 37 minutes 00 East, 0.23 feet;
3. North 10 degrees 23 minutes 00 seconds East, 1.38 feet;
4. South 87 degrees 37 minutes 00 East, 52.60 feet;
5. South 02 degrees 23 minutes 00 West, 7.67 feet;
6. South 87 degrees 37 minutes 00 East, 26.97 feet;
7. South 79 degrees 37 minutes 00 East, 0.53 feet;
8. South 10 degrees 23 minutes 00 West, 24.41 feet;
9. North 79 degrees 37 minutes 00 West, 53.73 feet;
10. North 10 degrees 23 minutes 00 East, 5.65 feet,
11. North 79 degrees 23 minutes 41 West, 26.90 feet the point or place of BEGINNING.

**ALSO EXCEPTING THEREFROM - COMMERCIAL PARCEL DESCRIPTION:**

ALL that certain volume of space, lying and being in the Village and Town of Ossining, County of Westchester and State of New York lying between a horizontal limiting plane having an elevation of 297.25 feet and a horizontal limiting plane of 312.08 feet which elevations are in reference to the North American Vertical Datum of 1988 (NAVD 88) also known and designated as a volume portion of Lots Nos. 6, 7 and 8 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 a point the following courses from the corner forming the intersection of the Southerly side of Croton Avenue with the Westerly side of Watson Avenue;

South 10 degrees 23 minutes 00 seconds West, 34.66 feet;



North 79 degrees 37 minutes 00 seconds West, 11.51 feet;

RUNNING THENCE from said point the following (5) courses and distances;

1. North 79 degrees 37 minutes 00 seconds West, 58.08 feet;
2. North 10 degrees 23 minutes 00 East, 29.02 feet;
3. South 79 degrees 37 minutes 00 East, 31.23 feet;
4. South 71 degrees 37 minutes 00 East, 27.11 feet
5. South 10 degrees 23 minutes 00 West, 25.24 feet the point or place of BEGINNING.



# **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.



\*643623167DED0012\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Stewart Title Guaranty Company 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: 2295685/71287456 WIDA

### Document Details

Control Number: **643623167** Document Type: **Deed (DED)**  
Package ID: 2024122700065001002 Document Page Count: **4** Total Page Count: **5**

### Parties

☐ Additional Parties on Continuation page

#### 1st PARTY

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

#### 2nd PARTY

1: CRESCENT MANOR SENIOR HOUSING DEVELOPMENT FL - Other  
2:

### Property

☐ Additional Properties on Continuation page

Street Address: 138-140 CROTON AVENUE Tax Designation: 89.16-7-p/o 80.1  
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  
Local Tax Receipt Filing Fee: \$0.00  
Total Recording Fees Paid: **\$320.00**

### Transfer Taxes

Consideration: \$0.00  
Transfer Tax: \$0.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 1009

### 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: 08/21/2025 at 09:54 AM  
Control Number: **643623167**  
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

Cannon Heyman & Weiss, LLP  
54 State Street, 5th Floor

Albany, NY 12207  
Attn: Sarah Hetzer



Quitclaim Deed- Individual or Corporation  
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT – THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made <sup>AS OF</sup> the 21st day of March, 2025

BETWEEN

**136-140 CROTON AVENUE LLC**, a New York limited liability company having its offices at 438 Fifth Avenue, Suite 100, Pelham, New York 10803 (“Grantor”), and

**CRESCENT MANOR SENIOR HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit-corporation having its offices at 438 Fifth Avenue, Suite 100, Pelham, New York 10803 (“Grantee”),

**WITNESSETH**, that Grantor, in consideration of ten dollars (\$10.00) and other valuable consideration paid by Grantee, does hereby remise, release and quitclaim unto Grantee, the heirs or successors and assigns of Grantee forever, all of its right, title and interest in and to:

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town and Village of Ossining, County of Westchester, State of New York, more particularly described on **Schedule A** attached hereto and made part hereof.

**BEING** a portion of the same premises conveyed to the Grantor from AMAK Development, LLC dated June 1, 2022, recorded June 17, 2022, in Control No.: 621463661. Said premises are known and designated as Section 89.16, Block 7, part of Lot 80.1.

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

**TOGETHER** with the appurtenances and all the estate and rights of Grantor in and to said premises.

**TO HAVE AND TO HOLD** the premises herein granted unto Grantee, the heirs or successors and assigns of Grantee forever.

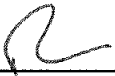
**AND** Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply 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.



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

**GRANTOR:**

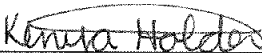
136-140 CROTON AVENUE LLC

By:   
Name: Rella Fogliano  
Title: Manager

STATE OF NEW YORK )

COUNTY OF Westchester )

On the 6th day of December, in the year 2024, before me, the undersigned, a Notary Public in and for said state, personally appeared Rella Fogliano personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

  
Notary Public

KENYA M J HOLDER  
Notary Public, State of New York  
No. 01HO6401688  
Qualified in Bronx County  
Commission Expires 12/9/27

RECORD & RETURN TO:  
Cannon Heyman & Weiss, LLP  
54 State Street, 5<sup>th</sup> Floor  
Albany, New York 12207  
Attn: Sarah Hetzer

*Signature page to Quit Claim Deed (LLC to HDFC) - Retail*



## **SCHEDULE "A"**

### **Legal Description**

#### **Commercial Parcel "Flex"**

ALL that certain volume of space, lying and being in the Village and Town of Ossining, County of Westchester and State of New York lying between a horizontal limiting plane having an elevation of 288 feet and a horizontal limiting plane of 302.83 feet which elevations are in reference to the North American Vertical Datum of 1988 (NAVD 88) also known and designated as a volume portion of Lots Nos. 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 a point the following courses from the corner forming the intersection of the Southerly side of Croton Avenue with the Easterly side of Watson Avenue;

South 10 degrees 23 minutes 00 seconds West, 11.77 feet;  
South 79 degrees 37 minutes 00 seconds East, 30.21 feet;

RUNNING THENCE from said point the following (11) courses and distances;

1. North 10 degrees 23 minutes 00 seconds East, 13.81 feet;
2. South 79 degrees 37 minutes 00 East, 0.23 feet;
3. North 10 degrees 23 minutes 00 seconds East, 1.38 feet;
4. South 87 degrees 37 minutes 00 East, 52.60 feet;
5. South 02 degrees 23 minutes 00 West, 7.67 feet;
6. South 87 degrees 37 minutes 00 East, 26.97 feet;
7. South 79 degrees 37 minutes 00 East, 0.53 feet;
8. South 10 degrees 23 minutes 00 West, 24.41 feet;
9. North 79 degrees 37 minutes 00 West, 53.73 feet;
10. North 10 degrees 23 minutes 00 East, 5.65 feet,
11. North 79 degrees 23 minutes 41 West, 26.90 feet the point or place of BEGINNING.

#### **Commercial Parcel**

ALL that certain volume of space, lying and being in the Village and Town of Ossining, County of Westchester and State of New York lying between a horizontal limiting plane having an elevation of 297.25 feet and a horizontal limiting plane of 312.08 feet which elevations are in reference to the North American Vertical Datum of 1988 (NAVD 88) also known and designated as a volume portion of Lots Nos. 6, 7 and 8 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 a point the following courses from the corner forming the intersection of the Southerly side of Croton Avenue with the Westerly side of Watson Avenue;

South 10 degrees 23 minutes 00 seconds West, 34.66 feet;

North 79 degrees 37 minutes 00 seconds West, 11.51 feet;

RUNNING THENCE from said point the following (5) courses and distances;

1. North 79 degrees 37 minutes 00 seconds West, 58.08 feet;
2. North 10 degrees 23 minutes 00 East, 29.02 feet;
3. South 79 degrees 37 minutes 00 East, 31.23 feet;
4. South 71 degrees 37 minutes 00 East, 27.11 feet;
5. South 10 degrees 23 minutes 00 West, 25.24 feet the point or place of BEGINNING.



# **EXHIBIT G**



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.



\*643623124DAG001V\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Stewart Title Guaranty Company 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: 2295685/71287456 WIDA

### Document Details

Control Number: **643623124** Document Type: **Deed Agreement (DAG)**  
Package ID: 2024122700065001002 Document Page Count: **9** Total Page Count: **10**

### Parties

☐ Additional Parties on Continuation page

#### 1st PARTY

1: CRESCENT MANOR SENIOR HOUSING DEVELOPMENT F - Other  
2:

#### 2nd PARTY

1: CRESCENT MANOR OWNER LLC - Other  
2:

### Property

☐ Additional Properties on Continuation page

Street Address: 138-140 CROTON AVENUE Tax Designation: 89.16-7-80.1  
City/Town: OSSINING TOWN Village: OSSINING

### Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: TP-584

### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$50.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$0.00  
TP-584 Filing Fee: \$5.00  
RPL 291 Notice Fee: \$0.00  
Local Tax Receipt Filing Fee: \$0.00  
Total Recording Fees Paid: **\$95.00**

### Transfer Taxes

Consideration: \$0.00  
Transfer Tax: \$0.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 1010

### 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: 08/21/2025 at 09:54 AM  
Control Number: **643623124**  
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

Cannon Heyman & Weiss, LLP  
54 State Street, 5th Floor

Albany, NY 12207  
Attn: Sarah Hetzer



## **DECLARATION OF INTEREST AND NOMINEE AGREEMENT**

**THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT** ("Agreement") is made as of March 21, 2025, by and between **CRESCENT MANOR SENIOR HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation and entity organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI"), having its principal offices at 438 Fifth Avenue, Suite 100, Pelham, New York 10803 (the "HDFC") and **CRESCENT MANOR OWNER LLC**, a New York limited liability company, having its principal office at 438 Fifth Avenue, Suite 100, Pelham, New York 10803 (the "Beneficial Owner").

### **WITNESSETH:**

**WHEREAS**, the premises located at 136 and 138-140 Crescent Avenue, Town and Village of Ossining, County of Westchester, State of New York, Section 89.16, Block 7, Lot 80.1, and more particularly described in Exhibit A annexed hereto and made a part hereof (the "Property") is being acquired this day by the HDFC, solely as nominee legal or record title holder on behalf of the Beneficial Owner, for the development thereon of a residential rental project for families of low-income to be known as Crescent Manor Apartments (the "Project") in accordance with Article XI; and

**WHEREAS**, a portion of the development of the Project will be financed by certain loans made or to be made to the Beneficial Owner (the "Loans") from County of Westchester Industrial Development Agency ("WIDA") and The County of Westchester ("County" and together with WIDA and their successors and/or assigns, collectively, the "Lenders"); and

**WHEREAS**, the Beneficial Owner and the HDFC desire that the HDFC hold legal or record title to the Property solely as nominee on behalf of the Beneficial Owner, with the Beneficial Owner retaining all of the equitable and beneficial ownership of the Property and the Project; and

**WHEREAS**, on or before the date hereof, the HDFC was authorized by its Board of Directors and by the Beneficial Owner to acquire and hold record ownership to the Property and the Project on behalf of the Beneficial Owner, which shall possess the entire equitable and beneficial ownership interest in the Property and the Project; and

**WHEREAS**, on the date of this Agreement, pursuant to deeds from the County and 136-140 Croton Avenue LLC, the HDFC became the record title owner in fee of the Property; and

**WHEREAS**, from the date hereof, the Company and the HDFC desire that the HDFC hold legal and record fee title to the Property solely as nominee on behalf of the Company, with the Company retaining all of the equitable and beneficial ownership of the fee interest in the entire Property and the Project; and

**WHEREAS**, the parties desire to set forth their agreement and understanding concerning all of the foregoing.



**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The HDFC's acceptance of the deed to the Property and its acquisition and holding of legal or record ownership of the Property were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of, the Beneficial Owner. Although the HDFC will hold legal or record ownership of the Property, such ownership shall only be as nominee legal or record titleholder on behalf of the Beneficial Owner. As a result, the parties hereby acknowledge and agree that the Beneficial Owner has all of the equitable and beneficial ownership and other interests in the Property, and will have all the equitable and beneficial ownership and other interests in the Project, such that the Beneficial Owner, and not the HDFC, shall have an:

(a) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Project due to obsolescence or exhaustion, and shall bear the risk of loss if the Project is destroyed or damaged;

(b) unconditional obligation to keep the Project in good condition and repair;

(c) unconditional and exclusive right to the possession of the Project;

(d) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Project as may be required by the members or partners of the Beneficial Owner and/or any mortgage lenders with respect to the Project, and to include the HDFC as an additional insured on such insurance;

(e) unconditional obligation to pay all taxes levied on, including any tax due pursuant to a payment in lieu of tax agreement, and assessments made with respect to, the Project;

(f) unconditional and exclusive right to receive rental and any other income from the operation of the Project;

(g) unconditional obligation to pay for all of the capital investment in the Project;

(h) unconditional obligation to pay for all maintenance and operating costs in connection with the Project;

(i) unconditional and exclusive right to include all income earned from the operation of the Project and claim all deductions and credits generated with respect to the Project on its annual federal, state and local tax returns;

(j) unconditional obligation to make any payment due, bear the economic risk of loss under and to comply with all terms, conditions and/or restrictions set forth in the Project Documents. For the purposes of this Agreement, "Project Documents" shall mean the documents relating to the acquisition, financing, construction, development and operation of the Project, and any other document relating to the Project by which the Beneficial Owner is bound, as amended or supplemented from time to time;



(k) unconditional right to receive all economic benefits associated with the Property and the Project (i.e. appreciation and increase in value) including the right to retain all of the net proceeds from any sale or the refinancing of the Property and the Project;

(l) unconditional right to develop residential units in the Project and to operate and manage the Property and the Project in accordance with the Project Documents; and

2. The HDFC agrees at the direction of the Beneficial Owner to execute any and all documents necessary to grant to the financial institution or institutions making Loans to the Beneficial Owner a mortgage or mortgages and any similar security interests on the Project.

3. The HDFC irrevocably and unconditionally agrees, promptly upon the request of the Beneficial Owner, to execute and deliver to the Beneficial Owner a deed in proper recordable form transferring and conveying to the Beneficial Owner all of the HDFC's right, title and interest in and to the Project. The parties agree that HDFC's failure to comply with the provisions of this Paragraph 3 shall cause irreparable harm to the Beneficial Owner for which no adequate remedy at law will be available and, in addition to any other available remedies, the Beneficial Owner shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Paragraph 3.

4. The HDFC agrees that the Beneficial Owner shall have all management authority and control over the Property and the Project with respect to, but not by way of limitation, performance and enforcement of all leases and agreements with regard to the assignment, sale, transfer, conveyance, subletting, encumbrance or other disposition of the Property or any interest therein or otherwise, and any covenants concerning the Property.

5. The HDFC covenants and agrees to perform all acts reasonably requested by the Beneficial Owner in regard to or arising from the ownership, management and operation of the Property.

6. The HDFC and the Beneficial Owner, on behalf of themselves and their respective successors and assigns, hereby jointly and severally represent, warrant, acknowledge, covenant and agree as follows:

(a) So long as the HDFC shall hold legal title to the Property, the Beneficial Owner shall have complete and exclusive possession and control of the Project, and the HDFC shall not have any right to possess or control the Project;

(b) The Beneficial Owner is the "owner", as such term is defined in Section 2 of the New York Lien Law, of the Property and the HDFC is not in any respect an "owner" of the Property for federal tax purposes or under the New York Lien Law, and the Beneficial Owner is the "owner" of the Property for federal tax purposes and is entitled to tax benefits, including depreciation and low-income housing tax credits;

(c) The HDFC is not, and shall not be, entitled to receive any proceeds of any Loans made to the Beneficial Owner and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any documents executed in connection with the Loans;



(d) Unless specifically authorized in writing by the Beneficial Owner, the HDFC shall have no power, right and/or authority to sell, encumber, lien, and/or create or grant any rights and/or interests in or to the Property or Project and/or any part or parts thereof, and any sale, encumbrance, lien, right and/or interest purported to be undertaken, created, granted, permitted and/or resulting from any action or inaction of the HDFC in connection with the Property or Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Beneficial Owner;

(e) The HDFC shall not have any power, right and/or authority to employ, and or agree to employ, any persons and/or entities in connection with and/or with respect to the Property or the Project or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with, the Property or the Project or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon the Beneficial Owner;

(f) The HDFC shall have no rights, powers and/or authority over, with respect to and/or in connection with the Property or any part or parts thereof in any bankruptcy or other proceeding in which the Beneficial Owner may hereafter be a party, and no shareholder, officer, trustee, receiver, administrator, legal representative, regulator or creditor of the HDFC shall have any right, power and/or authority over, with respect to and/or in connection with the Property or any part or parts thereof;

(g) No actions may be taken by the HDFC nor may the HDFC permit any other person to take any actions which relate to or will impact or affect the Property or Project or any part or parts thereof or any interest therein, except with the prior written consent of the Beneficial Owner, which may be withheld in its sole discretion. Further, any and all actions taken by the HDFC with respect to the Property or Project or any part or parts thereof shall be taken solely in its capacity as nominee for the Beneficial Owner and not for its own ends or purposes;

(h) The HDFC shall hold any policy of insurance with respect to the Property or Project and/or any parts thereof that may be issued to it, and all claims and payments to be received thereunder, solely for the benefit of the Beneficial Owner and will take such action under such policy or policies as the Beneficial Owner may direct, but at the expense of the Beneficial Owner. In the event there is an action in eminent domain, any award in respect thereof shall be received by the HDFC as agent for the Beneficial Owner, and all proceeds in respect thereof shall be paid to the Beneficial Owner directly by the governmental authority upon issuance of a letter of direction by the HDFC;

(i) The HDFC may make no settlement in respect of casualty or taken in the nature of eminent domain without the express written authorization of the Beneficial Owner;

(j) The HDFC and the Beneficial Owner each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement; and

(k) Neither the execution, delivery or recording of this Agreement, nor the fulfillment of or compliance with the terms, conditions or provisions of this Agreement, conflicts with,



violates or results in a breach of the terms, conditions or provisions of any agreement, instrument, law, rule or regulation of which the HDFC and/or the Beneficial Owner is now a party or by which either or both may be bound or affected or results in the creation of any lien, charge or encumbrance upon the Property, the Project and/or any part or parts thereof.

(l) The Beneficial Owner shall fully protect, indemnify, and hold the HDFC, its members, officers, directors, agents and employees (each an "Indemnified Party") harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with third parties arising out of or in any way relating to its ownership of the Property from and after the date of transfer of title to the HDFC, including, but not limited to (a) the Project, (b) the use or occupancy of the Project or Property, or (c) the enforcement of any obligation under any policy of insurance or any obligation or indemnity provision provided in the Project Documents, except if arising from the willful misconduct, fraud or gross negligence of the HDFC (collectively, "Claims"). The forgoing indemnification shall include, but shall not be limited to Beneficial Owner's primary obligation to defend all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or Project or any part thereof, or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) use, nonuse or condition in, on or about the Property or Project or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the Beneficial Owner to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause.

(m) The Beneficial Owner shall, to the fullest extent permitted by law, protect, defend, indemnify and save HDFC harmless from all liabilities, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses, whether incurred in litigation with the Beneficial Owner or with any third party), imposed upon or incurred by or asserted against HDFC by reason of: (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials (as hereinafter defined) on, from, about or affecting the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses. The Beneficial Owner's obligations and liabilities under this section shall survive (x) completion of the Project; and (y) any foreclosure involving the Property, or any part thereof, or HDFC's delivery of a deed in lieu of foreclosure. Hazardous Materials means, including by example but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule



or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.) and the rules and regulations promulgated pursuant thereto.

(n) In the event that any action or proceeding is brought against an Indemnified Party with respect to which indemnity may be sought under this Section, the Beneficial Owner, upon written notice from such Indemnified Party, shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the Beneficial Owner, but reasonably acceptable to the Indemnified Party, and shall assume the payment of all expenses related thereto. Each Indemnified Party shall have the right, if such indemnified party shall conclude in good faith that a conflict of interest exists, to employ separate counsel at such Indemnified Party's sole cost and expense, in any such action or proceeding and to participate in the investigation and defense thereof.

(o) This paragraph 6 shall survive the termination of this Agreement.

7. Notwithstanding anything to the contrary herein, the HDFC shall be under no obligation to execute and/or deliver any deeds or other documents which violate the Project Documents, Article XI, the Not-for-Profit Corporation Law of the State of New York, and/or the HDFC's Certificate of Incorporation.

8. The parties hereto agree that if less than two-thirds of the rental units in the Project are affordable to persons and families with household incomes not to exceed 165% of area median income for the New York metropolitan statistical area, it shall be considered an Event of Default under this Agreement.

9. Notwithstanding anything contained herein to the contrary, if there is an event of default past any applicable cure periods (an "Event of Default") that is continuing under any Government Financing Document, as defined herein, the HDFC shall have the right to enter the Property to cure the default as agent for and on behalf of the Beneficial Owner, provided that Beneficial Owner is not diligently acting to cure such default. For purposes of this provision, "Government Financing Document" shall mean all City, State or Federal loan documents, including but not limited to mortgages, regulatory agreements and financing commitments.

10. Miscellaneous Provisions.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) If any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto.



(d) No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties. Any such assignment made without such express written consent shall be void *ab initio*.

(e) The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

(f) Unless otherwise specified, notices or consents required to be given by any party to the others under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice served as prescribed by this Section. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered. Notwithstanding anything else contained in this Agreement, copies of all notices shall also be provided to the investor, CREA 1510 Broadway, LLC and CREA SLP LLP, 30 South Meridian Street, Suite 400, Indianapolis, Indiana 46204 Attention: Asset Manager, with a copy to Barnes & Thornburg, LLP, 41 South High Street, Suite 3300, Columbus, Ohio 43215 Attention: Jordan R. Carr, Esq.; with copies to County of Westchester Industrial Development Agency, 148 Martine Avenue, White Plains, New York 10601, Attention: Joan McDonald, and The County of Westchester, 148 Martine Avenue, White Plains, New York 10601, Attention: County Attorney.

(g) No party is authorized to act as agent for the other or to incur any liability or dispose of any assets in the name of or on behalf of the others unless provided in this Agreement or specifically authorized by the party which will be responsible for the obligation.

(h) Any third party may rely on this Agreement with respect to the rights and obligations of the Company and the HDFC hereunder.


(i) This Agreement shall automatically terminate and be of no further force or effect upon transfer of the Property and Project by foreclosure or otherwise.

THE NEXT PAGE IS THE SIGNATURE PAGE.




IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Interest and Nominee Agreement as of the date and year first written above.

**CRESCENT MANOR SENIOR HOUSING  
DEVELOPMENT FUND CORPORATION**

By:   
Name: Rella Fogliano  
Title: President

**CRESCENT MANOR OWNER LLC**

By: 136-140 Croton Avenue Managers LLC,  
its managing member

By:   
Name: Rella Fogliano  
Title: Manager

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

On the 6<sup>th</sup> day of December, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Rella Fogliano, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public – State of New York

**Record & Return:**  
Cannon Heyman & Weiss, LLP  
54 State Street, 5<sup>th</sup> Floor  
Albany, New York 12207  
Attn: Sarah Hetzer

KENYA M J HOLDER  
Notary Public, State of New York  
No. 01HO6401588  
Qualified in Bronx County  
Commission Expires 12/9/27

*Signature page to Nominee Agreement.*



EXHIBIT "A"  
LEGAL DESCRIPTION OF THE LAND

**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 - AMENDED 11/19/2024:**

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;

THENCE along the Easterly side of Prospect Avenue, North 10 degrees 23 minutes 00 seconds East, 101.56 feet 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.;
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.



# **EXHIBIT H**



**136-140 Croton Avenue LLC and Crescent Manor Owner LLC**

438 Fifth Avenue, Suite 100  
Pelham, New York 10803

Crescent Manor Senior Housing Development Fund Corporation  
438 Fifth Avenue, Suite 100  
Pelham, New York 10803

**Re: Site Access to Perform Brownfield Cleanup Program Work  
Sun Valley Nursery Filling Station Site  
C360207**

To Whom It May Concern:

136-140 Croton Avenue LLC and Crescent Manor Owner LLC (the "Volunteers") are parties to a Brownfield Cleanup Agreement ("BCA") with the NYS Department of Environmental Conservation to voluntarily investigate and remediate the property located 138-140 Croton Avenue, Ossining, New York 10562 (89.16-7-80.1), known as the Brownfield Cleanup Program Site, Sun Valley Nursery Filling Station, Site No. C360207 (the "BCP Site"). Crescent Manor Senior Housing Development Fund Corporation ("HDFC") is the current owner of the aforementioned parcel that makes up the BCP Site. The Volunteers require written permission below to access the BCP Site for the purpose of performing environmental investigation and remediation work pursuant to the BCA.

By signing below the HDFC is granting the Volunteers what is known as a "temporary license" to allow an appropriate contractor hired to enter the BCP Site to perform investigation and remediation work.

If the HDFC 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, the HDFC hereby agree 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,



---

136-140 Croton Avenue LLC and Crescent Manor Owner LLC  
Rella Fogliano, Authorized Signatory



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



---

Crescent Mannor Senior Housing Development Fund Corporation  
Rella Fogliano, President



# **Exhibit I**



## WRITTEN CONSENT

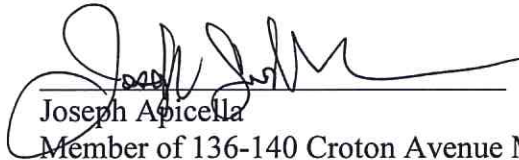
The undersigned, being a Member of 136-140 Croton Avenue Managers LLC, does hereby certify as follows:

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 28<sup>th</sup> day of July, 2021.

  
\_\_\_\_\_  
Joseph Apicella  
Member of 136-140 Croton Avenue Managers LLC

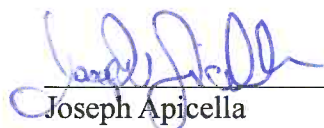


## WRITTEN CONSENT

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 19<sup>th</sup> day of August, 2024.



Joseph Apicella

Member of 136-140 Croton Avenue Managers LLC