

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.



\*652323409EAS001Y\*

## 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 - Environmental Eas

### Document Details

Control Number: **652323409** Document Type: **Easement (EAS)**  
Package ID: 2025082000205001001 Document Page Count: **14** Total Page Count: **16**

### Parties

☒ Additional Parties on Continuation page

#### 1st PARTY

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

#### 2nd PARTY

1: NEW YORK STATE DEPT OF ENVIRONMENTAL CONSERV - Other  
2: NEW YORK STATE OF - Other

### 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: \$75.00  
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: **\$120.00**

### Transfer Taxes

Consideration: \$0.00  
Transfer Tax: \$0.00  
Mansion Tax: \$0.00  
Transfer Tax Number: 5625

### 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: 11/07/2025 at 11:37 AM  
Control Number: **652323409**  
Witness my hand and official seal

*Timothy C. Idoni*

Timothy C. Idoni  
Westchester County Clerk

### Record and Return To

☐ Pick-up at County Clerk's office

Stewart Title Guaranty Company  
711 Westchester Avenue  
Suite 302  
White Plains , NY 10604

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\*652323409EAS001Y\*

Westchester County Recording & Endorsement Page

Document Details

Control Number: 652323409      Document Type: Easement (EAS)  
Package ID: 2025082000205001001      Document Page Count: 14      Total Page Count: 16

1st PARTY Addendum

2nd PARTY Addendum

WESTCHESTER COUNTY INDUSTRIAL DVLP AGCY      Other

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

**THIS INDENTURE** made <sup>AS OF</sup> this 23<sup>rd</sup> day of October, 2025 between Owner(s), Crescent Manor Senior Housing Development Fund Corporation (the "Grantor Fee Owner and Leaseholder") having an office at 428 Fifth Avenue, Suite 100, Pelham, NY, Crescent Manor Owner LLC (the "Grantor Beneficial Owner and Leaseholder") having an office at 438 Fifth Avenue, Suite 100, Pelham, NY, County of Westchester, and County of Westchester Industrial Development Agency, having an office at 148 Martine Ave, White Plains, New York (Grantor Leaseholder, together with Grantor Fee Owner and Leaseholder and Grantor Beneficial Owner and Leaseholder, collectively, the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 138-140 Croton Avenue in the Town of Ossining, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel number: Section 89.16 Block 7 Lot 80.1, being the same as that property conveyed to Grantor by deeds dated March 21, 2025 and recorded in the Westchester County Clerk's Office as Control Nos. 643623142 & 643623167. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.79 +/- acres, and is hereinafter more fully described in the Land Title Survey dated September 4, 2025 prepared by Gabriel E. Senor, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**WHEREAS**, Grantor Beneficial Owner & Leaseholder, is the owner of the beneficial interest in the Controlled Property being the same as a portion of that beneficial interest conveyed to Grantor Beneficial Owner by means of a Declaration of Interest and Nominee Agreement between Grantor Fee Owner and Grantor Beneficial Owner dated as of March 21, 2025 and recorded in County Clerk's Office on August 21, 2025, as Control No.: 643623124;

**WHEREAS**, Grantor Leaseholder, is the holder of a lease interest in the Controlled Property, as memorialized in a Memorandum of Lease Agreement dated March 1, 2025, recorded in the Westchester County Clerk's Office as Control No.: 643183314; and

**WHEREAS**, Grantor Fee Owner and Leaseholder and Grantor Beneficial Owner and Leaseholder, are the holders of a lease interest in the Controlled Property, as memorialized in a Memorandum of Sublease Agreement dated March 1, 2025 and recorded in the Westchester County Clerk's Office as Control No.: 643183331; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement IndexNumber: C360207-03-22, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Westchester County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway

Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: C360207  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7.      Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8.      Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9.      Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10.     Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11.     Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

**Remainder of Page Intentionally Left Blank**



IN WITNESS WHEREOF, Grantor Fee Owner and Leaseholder has caused this instrument to be signed in its name.

Crescent Manor Senior Housing Development Fund Corporation:

By: [Signature]

Print Name: RELLA FOGLIANO

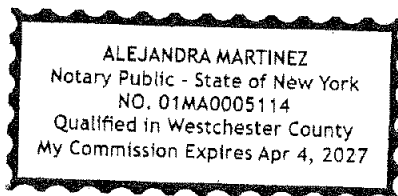
Title: PRESIDENT Date: 10/16/2025

Grantor's Acknowledgment

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Westchester

On the 16<sup>th</sup> day of October, in the year 2025, before me, the undersigned, personally appeared Bella Fogliano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) 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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]  
Notary Public - State of New York



IN WITNESS WHEREOF, Grantor Beneficial Owner and Leaseholder has caused this instrument to be signed in its name.

Crescent Manor Owner LLC:

By: R

Print Name: RELLA FOGLIANO

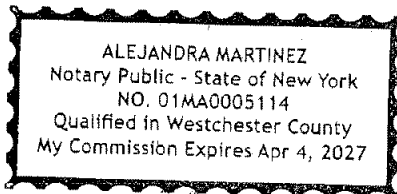
Title: OPERATING MANAGER Date: 10/16/2025

**Grantor's Acknowledgment**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Westchester

On the 16<sup>th</sup> day of October, in the year 2025, before me, the undersigned, personally appeared Rella Fogliano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) 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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Alejandra Martinez  
Notary Public - State of New York



**IN WITNESS WHEREOF**, Grantor Leaseholder has caused this instrument to be signed in its name.

County of Westchester Industrial Development Agency:

By: Joan McDonald

Print Name: JOAN McDONALD

Title: CHAIR Date: 10/16/25

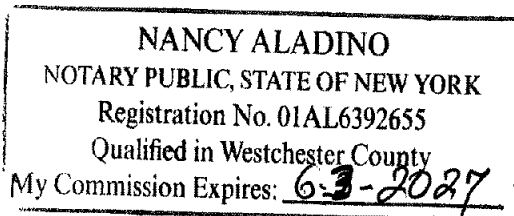
**Grantor's Acknowledgment**

STATE OF NEW YORK )

COUNTY OF Westchester ) ss:

On the 16<sup>th</sup> day of October, in the year 2025, before me, the undersigned, personally appeared Joan McDonald personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) 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 individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Nancy Aladino  
Notary Public - State of New York



**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:



Janet Brown, Assistant Director

Division of Environmental Remediation

**Grantee's Acknowledgment**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF ALBANY )

On the 23 day of October, in the year 2025, before me, the undersigned, personally appeared Janet Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/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

Cheryl A. Salem  
Notary Public State of New York  
Registration No. 01SA0002177  
Qualified In Albany County  
My Commission Expires March 3, 2027

**SCHEDULE "A" PROPERTY DESCRIPTION**

**BCP Site/ Environmental Easement Legal Description**

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

BEGINNING at the corner forming the intersection of the Southerly side of Croton Avenue with the Westerly side of Watson Avenue;

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

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

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.

34,629 Sq. Ft./ Acreage: 0.79

**Deed Descriptions**

**Residential Area**

**Bargain and Sale Deed- Control No.: 643623142**

**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 (NAND 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 (NAND 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.

**Quitclaim Deed -Control No.: 643623167**

**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 (NAND 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 (NAND 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.



## Notice to County

November 20, 2025

Bernard Thombs, Chair  
Westchester County Planning Board  
148 Martine Avenue  
White Plains, New York 10601

### **Re: Environmental Easement**

Dear Mr. Thombs:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on October 23, 2025, by Crescent Manor Senior Housing Development Fund Corporation and Crescent Manor Owner LLC, for property at 138-140 Croton Avenue, Ossining, New York 10562, Tax Map No. 89.16-7-80.1, DEC Site No: C360207.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and/or industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.)

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

136-140 Croton Avenue LLC  
Crescent Manor Owner LLC

## Notice to Municipality

November 20, 2025

Carolyn Stevens, Chair  
Town of Ossining Planning Board  
101 Route 9A  
PO Box 1166  
Ossining, New York 10562

**Re: Environmental Easement**

Dear Ms. Stevens

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on October 23, 2025, by Crescent Manor Senior Housing Development Fund Corporation and Crescent Manor Owner LLC, for property at 138-140 Croton Avenue, Ossining, New York 10562, Tax Map No. 89.16-7-80.1, DEC Site No: C360207.

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Very truly yours,

136-140 Croton Avenue LLC  
Crescent Manor Owner LLC

NEW YORK STATE DEPARTMENT ENVIRONMENTAL CONSERVATION  
BROWNFIELD CLEANUP PROGRAM  
ECL § 27-1401 *et seq.*

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**Sunn Valley Nursery Filling Station Site**

DEC Site No.: C360207

Located at: 138-140 Croton Avenue  
Ossining, New York 10562

Volunteers: 136-140 Croton Avenue LLC  
Crescent Manor Owner LLC

**AFFIRMATION OF  
LINDA R. SHAW  
IN SUPPORT OF MAILING  
MUNICIPAL NOTICES**

I, **LINDA R. SHAW**, an attorney admitted to practice in the State of New York, affirms under penalty of perjury the following:

1. Knauf Shaw LLP are the attorneys of record for the Volunteer for the New York State Brownfield Cleanup Program Site (“BCP”) Sun Valley Nursery Filling Station Site, Site No. C360207.
2. On November 20, 2025, I caused a true copy of a Notice to Municipality with a copy of the recorded Environmental Easement to be mailed to Carolyn Stevens, Chair, Town of Ossining Planning Board, 101 Route 9A, PO Box 1166, Ossining, New York 10562, by depositing a true copy of the same enclosed in a Certified Mail, Return Receipt Requested, postpaid, addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.
3. On November 20, 2025, I caused a true copy of a Notice to County with a copy of the recorded Environmental Easement to be mailed to Bernard Thombs, Chair, Westchester County Planning Board, 148 Martine Avenue, White Plains, New York 10601, by depositing a true copy of the same enclosed in a Certified Mail, Return Receipt Requested, postpaid, addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

**WHEREFORE**, Linda Shaw respectfully requests that this affirmation is acceptable proof of mailing for the municipal notices required for the Brownfield Cleanup Program Site.

Dated: November 20, 2025



\_\_\_\_\_  
**LINDA R. SHAW**

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 Westchester County Planning Board  
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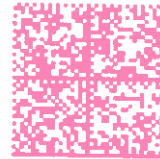
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Bernard Thombs, Chair  
 Westchester County Planning Board  
 148 Martine Avenue  
 White Plains, New York 10601

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 Town of Ossining Planning Board  
 101 Route 9A, PO Box 1166  
 Ossining, New York 10562  
 Sun Valley Nursery – Croton – C360207

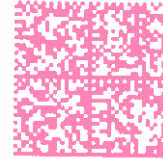
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2600 Innovation Square  
 100 South Clinton Avenue  
 Rochester, New York 14604

Carolyn Stevens, Chair  
 Town of Ossining Planning Board  
 101 Route 9A, PO Box 1166  
 Ossining, New York 10562

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Carolyn Stevens, Chair  
Town of Ossining Planning Board  
101 Route 9A, PO Box 1166  
Ossining, New York 10562



9590 9402 9667 5199 7079 69

2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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D. Is delivery address different from item 1? ☐ Yes ☐ No  
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- Complete items 1, 2, and 3.
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1. Article Addressed to:

Bernard Thombs, Chair  
Westchester County Planning Board  
148 Martine Avenue  
White Plains, New York 10601



9590 9402 9667 5199 7079 76

2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (300)

Domestic Return Receipt