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.

651263537EAS0012

Westchester County Recording & Endorsement Page

Submitter Information

Name:	Benchmark Title Agency	Phone:	9144091939
Address 1:	222 Bloomingdale Road	Fax:	
Address 2:		Email:	rfragiacomo@benchmarkta.com
City/State/Zip:	White Plains NY 10605	Reference for Submitter:	BRS1212559

Document Details

Control Number: **651263537** Document Type: **Easement (EAS)**

Package ID: 2025050600254001001 Document Page Count: **15** Total Page Count: **18**

Parties

☑ Additional Parties on Continuation page

	1st PARTY		2nd PARTY	
1:	WARBURTON AVE HOUSING DEVELOPMENT FUND CO I	- Other	NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATIOI	- Other
2:	WARBURTON AVE APARTMENTS LLC	- Other		

Property

☑ Additional Properties on Continuation page

Street Address: 305 WARBURTON AVENUE Tax Designation: 2-2116-32

City/Town: YONKERS Village:

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:	$80.00
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:	**$125.00**

Transfer Taxes

Consideration:	$0.00
Transfer Tax:	$0.00
Mansion Tax:	$0.00
Transfer Tax Number:	6092

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: 11/18/2025 at 03:01 PM

Control Number: **651263537**

Witness my hand and official seal

Timothy C.Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

BENCHMARK TITLE AGENCY
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605

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Document Details

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Document Page Count: 15

Total Page Count: 18

1st PARTY Addendum	2nd PARTY Addendum
YONKERS CITY OF INDUSTRIAL DVLP AGENCY	Other

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Document Details

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Properties Addendum

309 WARBURTON AVENUE 10701	YONKERS	2 2116 28
317 WARBURTON AVENUE 10701	YONKERS	2 2116 27
319 WARBURTON AVENUE 10701	YONKERS	2 2116 26
321 WARBURTON AVENUE 10701	YONKERS	2 2116 24
32 POINT STREET 10701	YONKERS	2 2116 22
262-A WOODWORTH AVENUE 10701	YONKERS	2 2116 21
254 WOODWORTH AVENUE 10701	YONKERS	2 2116 18
250 WOODWORTH AVENUE 10701	YONKERS	2 2116 17
248 WOODWORTH AVENUE 10701	YONKERS	2 2116 16
255 WOODWORTH AVENUE 10701	YONKERS	2 2115 34
253 WOODWORTH AVENUE 10701	YONKERS	2 2115 35
247 WOODWORTH AVENUE 10701	YONKERS	2 2115 36
249 WOODWORTH AVENUE 10701	YONKERS	2 2115 37
247 WOODWORTH AVENUE 10701	YONKERS	2 2115 38

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

THIS INDENTURE made this 17th day of October, 2025 between Owner(s), Warburton Avenue Housing Development Fund Company, Inc. (the "Grantor Fee Owner and Leaseholder") having an office at 1000 University Avenue, Suite 500, Rochester, Warburton Avenue Apartments, LLC (the "Grantor Beneficial Owner and Leaseholder") having an office at 1000 University Avenue, Suite 500, Rochester, County of Monroe, and City of Yonkers Industrial Development Agency, having an office at 470 Nepperhan Avenue, Suite 200, Yonkers, State of 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 in the City of Yonkers, County of Westchester, State of New York, at the addresses of:

Address	SBL	Deed Date & Control No.	
305 Warburton Ave	2-2116-32	5/22/24	641023363
309 Warburton Ave	2-2116-28	5/22/24	641023363
317 Warburton Ave	2-2116-27	5/22/24	640603004
319 Warburton Ave	2-2116-26	5/22/24	640603004
321 Warburton Ave	2-2116-24	5/22/24	640603004
32 Point St	2-2116-22	5/22/24	640603004

262-A Woodworth Ave	2-2116-21	5/22/24	640603004
254 Woodworth Ave	2-2116-18	5/22/24	641023363
250 Woodwork Ave	2-2116-17	5/22/24	640603004
248 Woodworth Ave	2-2116-16	5/22/24	640603004
255 Woodworth Ave	2-2115-34	5/22/24	640603004
253 Woodworth Ave	2-2115-35	5/22/24	640603004
247 Woodworth Ave	2-2115-36	5/22/24	640603004
249 Woodworth Ave	2-2115-37	5/22/24	640603004
247 Woodworth Ave	2-2115-38	5/22/24	640603004

The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.1445 +/- acres, and is hereinafter more fully described in the Land Title Survey dated March 21, 2024, last revised June 6, 2025, prepared by William H. Free, Jr., 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 May 22, 2024 and recorded in County Clerk's Office on July 9, 2024, as Control No.: 641493599;

WHEREAS, Grantor Leaseholder, is the holder of a 30-year lease interest in the Controlled Property, as memorialized in a Lease Agreement dated May 22, 2024, recorded in the Westchester County Clerk's Office as Control #640603005; and

WHEREAS, Grantor Fee Owner and Leaseholder and Grantor Beneficial Owner and Leaseholder, are the holders of a 30-year lease interest in the Controlled Property, as memorialized in a Leaseback Agreement dated May 22, 2024 and recorded in the Westchester County Clerk's Office as Control #640603006; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement IndexNumber: C360227-10-22, 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: C360227
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.

Warburton Ave Housing Development Fund Company, Inc.:
By: Conifer Realty, LLC its sole member

By: Lisa M. Kaseman

Print Name: LISA M. Kaseman

Title: EVP of Development Date: 9-15-2025

Grantor's Acknowledgment

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

On the 15th day of September, in the year 2025, before me, the undersigned, personally appeared Lisa M. Kaseman, 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.

Carol Montevecchio
Notary Public - State of New York

CAROL MONTEVECCHIO
Notary Public - State of New York
No. 01MO5418724
Qualified in Ontario County
My Commission Expires June 21, 2029

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

Warburton Avenue Apartments, LLC: By: Warburton Avenue Apartments Managing Member LLC its managing member
By: Conifer Realty, LLC, its sole member
By: Lisa M. Kaseman

Print Name: LISA M. Kaseman

Title: EVP of Development Date: 9-15-2025

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 15th day of September, in the year 2025 before me, the undersigned, personally appeared Lisa M. Kaseman, 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.

Carol Montevecchio
Notary Public - State of New York

CAROL MONTEVECCHIO
Notary Public - State of New York
No. 01MO6418724
Qualified in Ontario County
My Commission Expires June 21, 2029

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

City of Yonkers Industrial Development Agency:

By: _____

Print Name: Susan Gerry

Title: Secretary Date: 10/7/25

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 7 day of October, in the year 2025, before me, the undersigned, personally appeared SUSAN GERRY, 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.

_____
Notary Public - State of New York

RACHEL KRAVITZ
NOTARY PUBLIC - STATE OF NEW YORK
No. 02KR6208854
Qualified in Westchester County
Commission Expires 7/15/29

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 17th 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/ENVIRONNEMENTAL EASEMENT LEGAL DESCRIPTION

LEGAL DESCRIPTION OF BCP SITE – UPPER PARCEL

ALL that certain plot, pièce or parcel of land, situate lying and located in the City of Yonkers, County of Westchester, State of New York bounded and described as follows:

Beginning at a point formed by the northerly line of the herein described Revised BCP Site (Upper Parcel), the northwesterly side of Woodworth Avenue, said point being distant 5.00 feet from the division line between property now or formerly Adelaida Ortiz on the north and property now or formerly City of Yonkers on the south and the northwesterly side of Woodworth Avenue, said point distant 149.24 feet South from the corner formed by the intersection of the southerly side of Point Street and the westerly side of Woodworth Avenue;

THENCE along the westerly side of Woodworth Avenue the following two (2) courses and distances:

1. South 09 degrees 50 minutes 10 seconds West, a distance of 27.44 feet; and
2. South 08 degrees 09 minutes 55 seconds West, a distance of 93.34 feet to lands now or formerly of Julio Gonzalez;

THENCE along said land, North 81 degrees 50 minutes 05 seconds West, a distance of 100.49 feet to lands now or formerly Pointe and Ravine LLC;

THENCE along said lands, North 08 degrees 09 minutes 55 seconds East, a distance of 48.83 feet to lands now or formerly of Nicholas Justine Realty, Inc.

THENCE along said lands, South 81 degrees 50 minutes 05 seconds West, a distance of 10.05 feet;

thence continuing along said lands of Nicholas Justine Realty Inc. and continuing along lands now or formerly Hang Wang, North 08 degrees 09 minutes 55 seconds East, 57.36 feet;

THENCE over and across lands of the City of Yonkers, North 08 degrees 09 minutes 55 seconds East, 15.00 feet and North 73 degrees 44 minutes 47 seconds East, 8.58 feet to lands now or formerly of Jennifer A. Perry;

THENCE along said lands, North 09 degrees 50 minutes 05 seconds East, 13.52 feet to the northerly line of the herein described Revised BCP Site;

thence along the northerly line of the BCP site, South 73 degrees 09 minutes 55 seconds East, a distance of 100.49 feet to the northwesterly side of Woodworth Avenue, the point and place of BEGINNING.

Containing 12,170 square feet or 0.2794 acres, more or less.

LEGAL DESCRIPTION OF BCP SITE – LOWER PARCEL

ALL that certain plot, piece or parcel of land, situate, lying and located in the City of Yonkers, County of Westchester, State of New York and bounded and described as follows:

BEGINNING at a point formed by the southerly side of Point Street and the westerly side af Warburton Avenue, the point of BEGINNING;

thence from said point of beginning along the westerly side of Warburton Avenue, South 08 degrees 05 minutes 15 seconds West, a distance of 239.46 feet to the northerly side of property now or formerly Mary Gaines;

thence along said division line along the southerly side of revised BCP Site, North 81 degrees 50 minutes 08 seconds West, a distance of 48.82 feet to a point;

thence over and across property now or formerly 13 Stewart Place LLC the following three (3) courses and distances:

1. North 8 degrees 09 minutes 52 seconds East, a distance of 3.00 feet;
2. North 81 degrees 50 minutes 08 seconds West, a distance of 50.00 feet;
3. North 08 degrees 09 minutes 55 seconds East, a distance of 23.98 feet;

thence continuing along the southerly side of Revised BCP Site over and across property now or formerly 13 Stewart Place LLC and property now or formerly Yonkers Industrial Development Agency, North 81 degrees 55 minutes 16 seconds West, a distance of 101.99 feet to a point on the easterly side of Woodworth Avenue;

thence along the same, the following two (2) courses and distances:

1. North 08 degrees 09 minutes 55 seconds East, a distance of 60.81 feet;
2. North 09 degrees 50 minutes 10 seconds East, a distance of 25.22 feet to land now or formerly 308 E. 151st St. Realty Corp.;

thence along said lands, the following three (3) courses and distances:

1. South 73 degrees 04 minutes 37 seconds East, a distance of 100.68 feet;
2. North 08 degrees 43 minutes 41 seconds East, a distance of 102.06 feet;
3. North 73 degrees 16 minutes 30 seconds West, a distance of 98.64 feet to the easterly side of Woodworth Avenue;

thence along the same, North 9 degrees 50 minutes 10 seconds East, a distance of 55.00 feet to the southerly side of Point Street;

thence along the same, South 73 degrees 09 minutes 55 seconds East, a distance of 197.45 feet to the point or place of BEGINNING.

Containing 37,682 square feet or 0.8651 acres, more or less.

TOTAL ACREAGE OF BCP SITE; 49,852 sq. ft. or 1.1445 acres

Deed Descriptions
Bargain and Sale Deed-County of Westchester to
Warburton Housing Development Fund Company, Inc.

Blk 2116 Lot 32

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Warburton Avenue which point distant 182.76 feet southerly, as measured along same, from the corner formed by intersection of the southerly side of Point Street and the westerly side of Warburton Avenue;

THENCE along the same South 08 degrees 05 minutes 15 seconds West 56.70 feet to the division line between land now or formerly of Mary Gaines and the premises herein described;

THENCE along said division line North 81 degrees 50 minutes 08 seconds West 100.82 feet to the division line between land now or formerly of Adriana Globikowski and premises herein described.

THENCE along said division line and continuing along the westerly boundary line of the herein described premises North 08 degrees 09 minutes 55 seconds East 72.23 feet to the division line between land now or formerly of Center for Urban Rehabilitation and Empowerment, Inc., and premises here in described;

THENCE along said division line South 73 degrees 04 minutes 37 seconds East 101.93 feet to the point and place of BEGINNING.

Blk 2116 Tax lot 18 and 28

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Warburton Avenue which point is distant 95.92 feet southerly, as measured along same, from the corner formed by the intersection of the southerly side of Point Street and the westerly side of Warburton Avenue;

THENCE along the same South 08 degrees 05 minutes 15 seconds West 86.84 feet to the division line between lands now or formerly of Center for Urban Rehabilitation and Empowerment, Inc. and land now or formerly of 13 Stewart LLC;

THENCE along said division line North 73 degrees 04 minutes 37 seconds West 203.10 feet to the easterly side of Woodworth Avenue;

THENCE along the same North 09 degrees 50 minutes 10 seconds East 25.22 feet of land now or formerly of 308 E. 151st Realty Corp.;

THENCE along lands of 308 E. 151st Realty Corp., South 73 degrees 04 minutes 37 seconds East 100.68 feet and North 08 degrees 43 minutes 41 seconds East 45.90 feet to lands now or formerly of the City of Yonkers;

THENCE along same South 81 degrees 54 minutes 45 seconds East 99.93 feet to the westerly side of Warburton Avenue and the point and place of BEGINNING.

Quitclaim Deed – City of Yonkers to Warburton Avenue Housing Development Fund Company, Inc.

Block 2116 Lots 21, 22, 24, 26 and 27

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of new York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Woodworth Avenue and the southerly side of Point Street;

THENCE along the southerly side of Point Street South 73 degrees 09 minutes 55 seconds East 197.45 feet to the westerly side of Warburton Avenue;

THENCE along the same South 08 degrees 05 minutes 15 seconds West 95.92 feet to the division line between lands now or formerly of the Center of Urban Rehabilitation and Empowerment, Inc. and lands now or formerly of the City of Yonkers;

THENCE along said division line North 81 degrees 54 minutes 45 seconds West 99.93 feet to land now or formerly of 308 E. 151 Street Realty Corp.

THENCE along said lands North 08 degrees 43 minutes 41 seconds East 56.16 feet to the division line between lands now or formerly of 308 E. 151 Street Realty Corp., on the south and lands now or formerly of the City of Yonkers on the north;

THENCE along said division line North 73 degrees 16 minutes 30 seconds West 98.54 feet to the easterly side of Woodworth Avenue;

THENCE along the same North 09 degrees 50 minutes 10 seconds East 55 Feet to the point or place of BEGINNING.

Block 2115, Lots 34, 35, 36, 37 and 38

ALL the certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Woodworth Avenue where the same is intersected by the division line between lands now or formerly of Adelaida Ortiz on the north and lands now or formerly of the City of Yonkers on the south; which point is distant 149.24 feet South from the corner formed by the intersection of the southerly side of Point Street and the westerly side of Woodworth Avenue;

THENCE along the easterly side of Woodworth Avenue, the following two (2) courses and distances;

1. South 09 degrees 50 minutes 10 seconds West, 32.44 feet; and
2. Sout 08 degrees 09 minutes 55 seconds West, 93.34 feet to lands now or formerly of Julio Conzalez;

THENCE along said land North 81 degrees 50 minutes 05 seconds West, 100.49 feet to lands now or formerly of Pointe and Ravine LLC;

THENCE along said lands North 08 degrees 09 minutes 55 seconds East, 48.83 feet to lands now or formerly of Nicholas Justine Realty inc.

THENCE along said lands, Sout 81 degrees 50 minutes 05 second East, 10.05 feet;

THENCE continuing along said lands, South 81 degrees 50 minutes 05 seconds East, 10.05 feet;

THENCE continuing along said lands of Justine Realty Inc. and continuing along lands now or formerly of Hong Wong, North 08 degrees 09 minutes 55 seconds East, 57.36 feet and North 73 degrees 44 minutes 47 seconds West, 9.02 feet to lands now or formerly of Jennifer A. Perry;

THENCE along said lands, North 09 degrees 50 minutes 05 seconds East, 33.47 feet to lands now or formerly of Adelaida Ortiz;

THENCE along the same, South 73 degrees 09 minutes 55 seconds East, 100.40 feet to the point or place of BEGINNING.

Block 2116, Lots 16 and 17

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Woodworth Avenue which point is distant 181.86 feet, as measured along the same, from the corner formed by the intersection of the easterly side of Woodworth Avenue and the southerly side of Point Street;

THENCE along the easterly side of Woodworth Avenue South 08 degrees 09 minutes 55 seconds West 62.81 feet to land now or formerly of Adriana Globikowski;

THENCE along said lands South 81 degrees 55 minutes 16 seconds East 99.99 feet to lands now or formerly of 13 Stewart LLC;

THENCE along said lands North 08 degrees 09 minutes 55 seconds East 47.25 Feet to the division line between lands now or formerly of the City of Yonkers and lands now or formerly of the Center of Urban Rehabilitation and Empowerment, Inc.;

Thence along said division line North 73 degrees 04 minutes 37 seconds West 101.17 feet to the point or place of BEGINNING.

Notice to County

November 21, 2025

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

Re: Environmental Easement

Dear Mr. Hyman:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on October 17, 2025, by Warburton Avenue Housing Development Fund Company, Inc. and Warburton Avenue Apartments, LLC, for property located at 305 Warburton Ave (2-2116-32), 309 Warburton Ave (2-2116-28), 317 Warburton Ave)2-2116-27), 319 Warburton Ave (2-2116-26), 321 Warburton Ave (2-2116-24), 32 Point St (2-2116-22), 262-A Woodworth Ave (2-2116-21), 254 Woodworth Ave (2-2116-18), 250 Woodworth Ave (2-2116-17), 248 Woodworth Ave (2-2116-16), 255 Woodworth Ave (2-2115-34), 253 Woodworth Ave (2-2115-35), 247 Woodworth Ave (2-2115-36), 249 Woodworth Ave (2-2115-37) and 247 Woodworth Ave (2-2115-28), Yonkers, New York 1070, DEC Site No: C360227.

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,

Warburton Avenue Apartments, LLC
Warburton Avenue Housing Development Fund Company, Inc.

Notice to Municipality

November 21, 2025

Charlene Indelicato, Commissioner
City of Yonkers Planning & Development Department
20 South Broadway, 9th Floor
Yonkers, New York 10701

Re: Environmental Easement

Dear Ms. Indelicato:

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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,

Warburton Avenue Apartments, LLC
Warburton Avenue Housing Development Fund Company, Inc.

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

Warburton Dry Cleaners Site
DEC Site No.: C360227
Located at: 305-321 Warburton Ave., 32 Point St., and 247-262A Woodworth Ave., Yonkers, New York 10701
Volunteers: Warburton Avenue Apartments, 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:

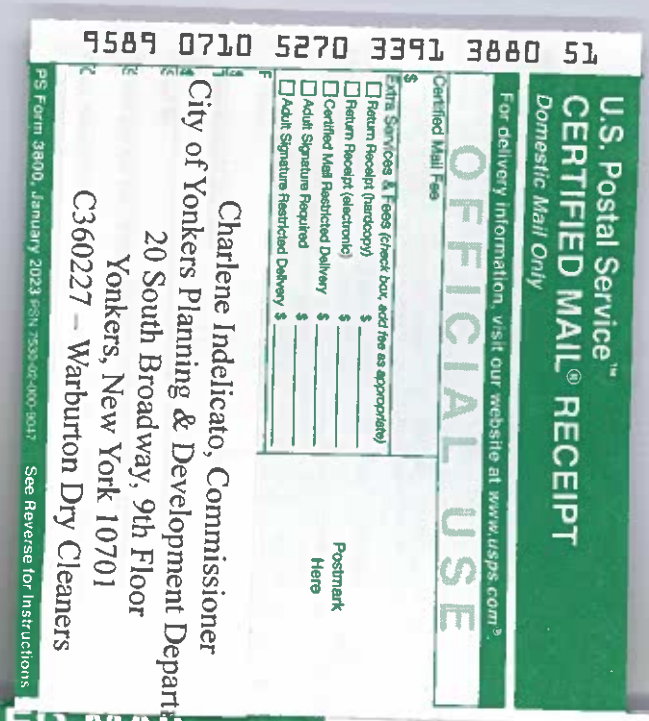
1. Knauf Shaw LLP are the attorneys of record for the Volunteer for the New York State Brownfield Cleanup Program Site ("BCP") Warburton Dry Cleaners Site, Site No. C360227.
2. On November 21, 2025, I caused a true copy of a Notice to Municipality with a copy of the recorded Environmental Easement to be mailed to Charlene Indelicato, Commissioner, City of Yonkers Planning & Development Department, 20 South Broadway, 9th Floor, Yonkers, New York 10701, 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 21, 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 21, 2025



LINDA R. SHAW



CERTIFIED MAIL

9589 0710 5270 3391 3880 51

FIRST-CLASS

US POSTAGE PITNEY BOWES

ZIP 14614
02 7H
0001357067

$ 011.02⁰

NOV 21 2025

KNAUF SHAW LLP

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

Charlene Indelicato, Commissioner
City of Yonkers Planning & Development Department
20 South Broadway, 9th Floor
Yonkers, New York 10701



KNAUF SHAW LLP

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

9589 0710 5270 3391 3880 44

FIRST-CLASS

US POSTAGE PITNEY BOWES

ZIP 14614
02 7H
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NOV 21 2025

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

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

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

9590 9402 9667 5199 7079 52

2. Article Number *(Transfer from service label)*

9589 0710 5270 3391 3880 44

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ ed Mail
- ☐ ed Mail Restricted Delivery $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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1. Article Addressed to:

Charlene Indelicato, Commissioner
City of Yonkers Planning & Development Department
20 South Broadway, 9th Floor
Yonkers, New York 10701

9590 9402 9667 5199 7079 45

2. Article Number *(Transfer from service label)*

9589 0710 5270 3391 3880 51

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

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A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery 500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery