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.

651743251EAS002Y

Westchester County Recording & Endorsement Page

Submitter Information

Name:	Sive Paget & Riesel, P.C.	Phone:	7187445196
Address 1:	560 Lexington Ave., 15th floor	Fax:	2124211891
Address 2:		Email:	nduncan@sprlaw.com
City/State/Zip:	NEW YORK NY 10022	Reference for Submitter:	95 3rd Street, Pelham, NY 10803 (merg

Document Details

Control Number: **651743251** Document Type: **Easement (EAS)**

Package ID: 2025062300110001001 Document Page Count: **10** Total Page Count: **11**

Parties

☐ Additional Parties on Continuation page

1st PARTY		2nd PARTY	
1: PELHAM GREEN 2 LLC	- Other	1: PEOPLE OF THE STATE OF NEW YORK	- Other
2:		2: DEPT ENVIRONMENTAL CONSERVATION	- Other

Property

☐ Additional Properties on Continuation page

Street Address: 95 3RD STREET Tax Designation: 163.36-2-19.1

City/Town: PELHAM Village: PELHAM

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

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

Transfer Taxes

Consideration:	$0.00
Transfer Tax:	$0.00
Mansion Tax:	$0.00
Transfer Tax Number:	3841

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: 10/19/2026 at 12:05 PM

Control Number: **651743251**

Witness my hand and official seal

Thomas M. Roach
Westchester County Clerk

I, THOMAS M. ROACH, COUNTY CLERK AND CLERK OF THE SUPREME AND COUNTY COURTS, WESTCHESTER COUNTY DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL THEREOF RECORDED IN MY OFFICE ON 10/19/26 AND THAT THE SAME IS A CORRECT TRANSCRIPT THEREFROM AND OF THE WHOLE OF SUCH ORIGINAL.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.
CERTIFIED ON 10/20/26 11 TOTAL FEE

COUNTY CLERK AND CLERK OF THE SUPREME AND COUNTY COURTS, WESTCHESTER COUNTY
FEE PAID

Record and Return To

☑ Pick-up at County Clerk's office

Sive Paget & Riesel, P.C.
560 Lexington Ave., 15th floor
New York, NY 10022
Attn: Natoya Duncan

THIS INSTRUMENT IS EXEMPT FROM RECORDING OR FILING FEES PURSUANT TO LAW
Paul F. Quinn
ASSISTANT TO THE COUNTY CLERK

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

THIS INDENTURE made this 2nd day of October, 2026, between Owner, Pelham Green 2 LLC, having an office at 826 Broadway, 11 Fl, New York, County and State of New York (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 220 4th Avenue, 219 5th Avenue, and 217 5th Avenue in the Town of Pelham, 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 163.36 Block 2 Lot 19.1 (f/k/a Lots 19, 23, 24), being the same as that property conveyed to Grantor by deed dated February 12, 2025 and recorded in the Westchester County Clerk's Office in Instrument No. 650413166. The property subject to this Environmental Easement (the "Controlled Property") comprises a portion of Lot 19.1 of approximately 0.268 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 9, 2025, last revised May 29, 2026, prepared by Dominick T. Santini, IV, 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

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement IndexNumber: C360233-02-23, 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: C360233
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 has caused this instrument to be signed in its name.

Pelham Green 2 LLC:

By: _____

Print Name: David Kramer

Title: Manager Date: 9/24/26

Grantor's Acknowledgment

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

On the 24th day of September, in the year 2026, before me, the undersigned, personally appeared David Kramer, 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

LORRAINE TITUS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TI0024199
Qualified in Queens County
My Commission Expires 05-01-2028

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: _____
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 2 day of October, in the year 2026 before me, the undersigned, personally appeared Andrew O. Guglielmi, 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

Easement Description – Track 2:
ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE VILLAGE OF PELHAM, TOWN OF PELHAM, COUNTY OF WESTCHESTER ANO STATE OF NEW YORK, BOUNDED ANO DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY SIDELINE OF FOURTH AVENUE AND THE CORNER OF THE LANDS NOW OR FORMERLY KARL BROSTERMAN;

THENCE SOUTH 70 DEGREES 29 MINUTES 05 SECONDS EAST, 100.20 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 25.11 FEET TO A POINT;

THENCE SOUTH 70 DEGREES 29 MINUTES 10 SECONDS EAST, 100.20 FEET TO THE WESTERLY SIDE OF FIFTH AVENUE;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE, SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 99.49 FEET TO A POINT;

THENCE NORTH 70 DEGREES 29 MINUTES 05 SECONDS WEST, 100.22 FEET TO A POINT;

THENCE THROUGH THE LANDS NOW OR FORMERLY TAX MAP SECTION 163.36, BLOCK 2, LOT 19.1, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 20 DEGREES 26 MINUTES 55 SECONDS EAST, 8.45 FEET TO A POINT;
2. THENCE NORTH 70 DEGREES 29 MINUTES 05 SECONDS WEST, 50.10 FEET
3. THENCE NORTH 20 DEGREES 26 MINUTES 55 SECONDS EAST, 82.82 FEET TO A POINT;
4. THENCE NORTH 70 DEGREES 29 MINUTES 05 SECONDS WEST, 50.10 FEET TO THE EASTERLY SIDELINE OF FOURTH AVENUE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE, NORTH 20'26'55" EAST FOR A DISTANCE OF 33.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,439 SQUARE FEET

Deed Description:
ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE VILLAGE OF PELHAM, TOWN OF PELHAM, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF FIFTH AVENUE AND THE NORTHERLY SIDE OF THIRD STREET;

THENCE WESTERLY ALONG THE NORTHERLY SIDE OF THIRD AVENUE, NORTH 70 DEGREES 29 MINUTES 05 SECONDS WEST, 200.40 FEET TO THE EASTERLY SIDE OF FOURTH AVENUE:

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF FOURTH AVENUE, NORTH 20 DEGREES 26 MINUTES 55 SECONDS EAST, 325.46 FEET TO A POINT; THENCE SOUTH 70 DEGREES 29 MINUTES 05 SECONDS EAST, 100.20 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 25.11 FEET TO A POINT;

THENCE SOUTH 70 DEGREES 29 MINUTES 10 SECONDS EAST, 100.20 FEET TO THE WESTERLY SIDE OF FIFTH AVENUE;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE, SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 99.49 FEET TO A POINT;

THENCE NORTH 70 DEGREES 29 MINUTES 03 SECONDS WEST, 100.22 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 100.86 FEET TO A POINT;

THENCE SOUTH 70 DEGREES 29 MINUTES 03 SECONDS EAST, 100.20 FEET TO THE WESTERLY SIDE OF Fifth AVENUE:

THENCE ALONG THE SAME SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 100.00 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 1.207± ACRES.

7019 2280 0001 0227 1815

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage
$

Total Postage and Fees
$ 11.89

Postmark Here

Sent To
Mayor Chance Mullen; Village of Pelham
Street and Apt. No., or PO Box No.
Village Hall; 200 Fifth Avenue
City, State, ZIP+4®
Pelham, NY. 10803

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

ADAM STOLOROW
DIRECT DIAL: 646.378.7256
ASTOLOROW@SPRLAW.COM

October 21, 2026

VIA EMAIL AND FEDEX

Cheryl Salem
New York State Dept. of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233-1500

Re: Brownfield Cleanup Program, Pelham House, Site C360233
Proof of Recording and Mailing of Municipal Notice of Easement

Dear Ms. Salem,

Enclosed please find the following documents that are being submitted to the Department as proofs that the environmental easement for the above-referenced BCP Site have been recorded with the County Clerk of Westchester County and that the Municipal Notice of Environmental Easement has been mailed to the affected local government:

1) Environmental Easement dated October 2, 2026, and recorded with the Westchester County Clerk on October 19, 2026, as Control Number 651743251;
2) Copy of the Municipal Notice of Environmental Easements that was sent via United States Postal Service ("USPS") certified mail, return receipt requested, to Village of Pelham Mayor Chance Mullen on October 21, 2026;
3) Scanned copy of the USPS certified mailing slip for the Municipal Notice of Environmental Easement sent to Mayor Mullen.

Electronic (PDF) copies of the enclosed documents have also been emailed to you, Brian Rashkow, Esq., and the project attorney, Michael Murphy, Esq. of the Office of General Counsel.

Please do not hesitate to contact me if there are any questions or concerns. Thank you for your assistance in this matter.

Sincerely,



Adam Stolorow

Encl.

ADAM STOLOROW
DIRECT DIAL: 646.378.7256
ASTOLOROW@SPRLAW.COM

October 21, 2026

Mayor Chance Mullen
Village of Pelham
Village Hall
200 Fifth Avenue
Pelham, NY 10803

Re: Notice of Environmental Easement: Pelham House (Site No. C360233)

Dear Mayor Mullen,

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department") on October 2, 2026 by Pelham Green 2 LLC for property located in the Village of Pelham at 95 3rd Street, Section 163.36, Block 2, Lot 19.1 (f/k/a 220 Fourth Avenue, Section 163.36, Block 2, Lot 19; 219 Fifth Avenue, Section 163.36, Block 2, Lot 23; and 217 Fifth Avenue, Section 163.36, Block 2, Lot 24), DEC Site No. C360233.

This Environmental Easement restricts future use of the above referenced property to restricted residential, commercial, and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and 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 formal 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 the provisions of the New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,

Adam Stolorow

Enclosures

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.

651743251EAS002Y

Westchester County Recording & Endorsement Page

Submitter Information

Name:	Sive Paget & Riesel, P.C.	Phone:	7187445196
Address 1:	560 Lexington Ave., 15th floor	Fax:	2124211891
Address 2:		Email:	nduncan@sprlaw.com
City/State/Zip:	NEW YORK NY 10022	Reference for Submitter:	95 3rd Street, Pelham, NY 10803 (merg

Document Details

Control Number: **651743251** Document Type: **Easement (EAS)**

Package ID: 2025062300110001001 Document Page Count: **10** Total Page Count: **11**

Parties

☐ Additional Parties on Continuation page

1st PARTY		2nd PARTY	
1: PELHAM GREEN 2 LLC	- Other	1: PEOPLE OF THE STATE OF NEW YORK	- Other
2:		2: DEPT ENVIRONMENTAL CONSERVATION	- Other

Property

☐ Additional Properties on Continuation page

Street Address: 95 3RD STREET Tax Designation: 163.36-2-19.1

City/Town: PELHAM Village: PELHAM

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: TP-584

Recording Fees

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

Transfer Taxes

Consideration:	$0.00
Transfer Tax:	$0.00
Mansion Tax:	$0.00
Transfer Tax Number:	3841

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: 10/19/2026 at 12:05 PM

Control Number: **651743251**

Witness my hand and official seal

Thomas M. Roach
Westchester County Clerk

I, THOMAS M. ROACH, COUNTY CLERK AND CLERK OF THE SUPREME AND COUNTY COURTS, WESTCHESTER COUNTY DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL THEREOF RECORDED IN MY OFFICE ON 10/19/26 AND THAT THE SAME IS A CORRECT TRANSCRIPT THEREFROM AND OF THE WHOLE OF SUCH ORIGINAL.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL.
CERTIFIED ON 10/20/26 11 TOTAL FEE

COUNTY CLERK AND CLERK OF THE SUPREME AND COUNTY COURTS, WESTCHESTER COUNTY
FEE PAID

Record and Return To

☑ Pick-up at County Clerk's office

Sive Paget & Riesel, P.C.
560 Lexington Ave., 15th floor
New York, NY 10022
Attn: Natoya Duncan

THIS INSTRUMENT IS EXEMPT FROM RECORDING OR FILING FEES PURSUANT TO LAW
Paul F. Quinn
ASSISTANT TO THE COUNTY CLERK

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

THIS INDENTURE made this 2nd day of October, 2026, between Owner, Pelham Green 2 LLC, having an office at 826 Broadway, 11 Fl, New York, County and State of New York (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 220 4th Avenue, 219 5th Avenue, and 217 5th Avenue in the Town of Pelham, 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 163.36 Block 2 Lot 19.1 (f/k/a Lots 19, 23, 24), being the same as that property conveyed to Grantor by deed dated February 12, 2025 and recorded in the Westchester County Clerk's Office in Instrument No. 650413166. The property subject to this Environmental Easement (the "Controlled Property") comprises a portion of Lot 19.1 of approximately 0.268 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 9, 2025, last revised May 29, 2026, prepared by Dominick T. Santini, IV, 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

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement IndexNumber: C360233-02-23, 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: C360233
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 has caused this instrument to be signed in its name.

Pelham Green 2 LLC:

By: _____

Print Name: David Kramer

Title: Manager Date: 9/24/26

Grantor's Acknowledgment

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

On the 24th day of September, in the year 2026, before me, the undersigned, personally appeared David Kramer, 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

LORRAINE TITUS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TI0024199
Qualified in Queens County
My Commission Expires 05-01-2028

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: _____
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 2 day of October, in the year 2026 before me, the undersigned, personally appeared Andrew O. Guglielmi, 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

Easement Description – Track 2:
ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE VILLAGE OF PELHAM, TOWN OF PELHAM, COUNTY OF WESTCHESTER ANO STATE OF NEW YORK, BOUNDED ANO DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY SIDELINE OF FOURTH AVENUE AND THE CORNER OF THE LANDS NOW OR FORMERLY KARL BROSTERMAN;

THENCE SOUTH 70 DEGREES 29 MINUTES 05 SECONDS EAST, 100.20 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 25.11 FEET TO A POINT;

THENCE SOUTH 70 DEGREES 29 MINUTES 10 SECONDS EAST, 100.20 FEET TO THE WESTERLY SIDE OF FIFTH AVENUE;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE, SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 99.49 FEET TO A POINT;

THENCE NORTH 70 DEGREES 29 MINUTES 05 SECONDS WEST, 100.22 FEET TO A POINT;

THENCE THROUGH THE LANDS NOW OR FORMERLY TAX MAP SECTION 163.36, BLOCK 2, LOT 19.1, THE FOLLOWING FOUR (4) COURSES:

1. NORTH 20 DEGREES 26 MINUTES 55 SECONDS EAST, 8.45 FEET TO A POINT;
2. THENCE NORTH 70 DEGREES 29 MINUTES 05 SECONDS WEST, 50.10 FEET
3. THENCE NORTH 20 DEGREES 26 MINUTES 55 SECONDS EAST, 82.82 FEET TO A POINT;
4. THENCE NORTH 70 DEGREES 29 MINUTES 05 SECONDS WEST, 50.10 FEET TO THE EASTERLY SIDELINE OF FOURTH AVENUE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE, NORTH 20'26'55" EAST FOR A DISTANCE OF 33.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,439 SQUARE FEET

Deed Description:
ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE VILLAGE OF PELHAM, TOWN OF PELHAM, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF FIFTH AVENUE AND THE NORTHERLY SIDE OF THIRD STREET;

THENCE WESTERLY ALONG THE NORTHERLY SIDE OF THIRD AVENUE, NORTH 70 DEGREES 29 MINUTES 05 SECONDS WEST, 200.40 FEET TO THE EASTERLY SIDE OF FOURTH AVENUE:

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF FOURTH AVENUE, NORTH 20 DEGREES 26 MINUTES 55 SECONDS EAST, 325.46 FEET TO A POINT; THENCE SOUTH 70 DEGREES 29 MINUTES 05 SECONDS EAST, 100.20 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 25.11 FEET TO A POINT;

THENCE SOUTH 70 DEGREES 29 MINUTES 10 SECONDS EAST, 100.20 FEET TO THE WESTERLY SIDE OF FIFTH AVENUE;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE, SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 99.49 FEET TO A POINT;

THENCE NORTH 70 DEGREES 29 MINUTES 03 SECONDS WEST, 100.22 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 100.86 FEET TO A POINT;

THENCE SOUTH 70 DEGREES 29 MINUTES 03 SECONDS EAST, 100.20 FEET TO THE WESTERLY SIDE OF Fifth AVENUE:

THENCE ALONG THE SAME SOUTH 20 DEGREES 26 MINUTES 55 SECONDS WEST, 100.00 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 1.207± ACRES.