



**Department of
Environmental
Conservation**

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

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

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

<input type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	a. A copy of the recorded deed must be provided. Is this attached? <input checked="" type="radio"/> Yes <input type="radio"/> No
	b. <input checked="" type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)
	c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? <input type="radio"/> Yes <input checked="" type="radio"/> No Submitted on: <u>11/20/2024</u>
<input type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:
 1 Water Street Acquisition LLC is now the title owner of the Brownfield Cleanup Program ("BCP") Site. The closing/transfer of title of the BCP Site to 1 Water Street Acquisition LLC took place on April 29, 2025. 1 Water Street Acquisition LLC has assumed the on-Site remedial party role. 1 Water Street Acquisition LLC was added as a Volunteer to the Brownfield Cleanup Agreement ("BCA") via a BCA Amendment, effective February 14, 2025. 1 Water Street L.L.C., a Participant per the original BCA, effective October 2, 2023, will retain the off-Site remedial party role to the extent required pursuant to the terms and conditions of the original BCA. Please see Exhibit A - Deed, Exhibit B - Site Access Agreement and Exhibit C - Consents.

SECTION I: CURRENT AGREEMENT INFORMATION

This section must be completed in full. Attach additional pages as necessary.

BCP SITE NAME: One Water Street Blacksmith & Wheelwright Site	BCP SITE NUMBER: C360235
NAME OF CURRENT APPLICANT(S): 1 Water Street L.L.C. and 1 Water Street Acquisition LLC	
INDEX NUMBER OF AGREEMENT: C260235-06-23	DATE OF ORIGINAL AGREEMENT: 10/02/23
APPLICANT'S SIGNATORY: Taryn Fielder and Kavneet Sethi	

SECTION II: NEW REQUESTOR INFORMATION

Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.

NAME:				
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR CONTACT:				
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR'S CONSULTANT:	CONTACT:			
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR'S ATTORNEY:	CONTACT:			
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
			Y	N
1. Is the requestor authorized to conduct business in New York State?			<input type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?			<input type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?			<input type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			N/A <input type="radio"/>	<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants:				

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.

Owner listed below is: Existing Applicant New Applicant Non-Applicant

OWNER'S NAME: 1 Water Street Acquisition LLC

CONTACT: Kavneet Sethi

ADDRESS: 15 Wilkinson Avenue

CITY/TOWN: Jersey City, New Jersey

ZIP CODE: 07305

PHONE: (516) 319-3700

EMAIL: kavsethi@greenpropertyllc.com

OPERATOR: Vacant

CONTACT:

ADDRESS:

CITY/TOWN:

ZIP CODE:

PHONE:

EMAIL:

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

Complete this section only if adding new requestor(s). Attach additional pages if necessary.

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

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input type="radio"/>
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="radio"/>	<input type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="radio"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input type="radio"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

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

ADDRESS:

CITY/TOWN:

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

2. Requested change (check appropriate boxes below):

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

3. TOTAL REVISED SITE ACREAGE: _____

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

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

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)

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

5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:		CONTACT NAME:		
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:		EMAIL:		
OWNERSHIP START DATE:				
CURRENT OPERATOR:		CONTACT NAME:		
PHONE:		EMAIL:		
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="checkbox"/> PREVIOUS OWNER	<input type="checkbox"/> CURRENT OWNER	<input type="checkbox"/> POTENTIAL/FUTURE PURCHASER	<input type="checkbox"/> OTHER: _____	
<p><i>If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.</i></p> <p>IS PROOF OF ACCESS / OWNERSHIP ATTACHED? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A</p>				

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:		CONTACT NAME:		
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:		EMAIL:		
OWNERSHIP START DATE:				
CURRENT OPERATOR:		CONTACT NAME:		
PHONE:		EMAIL:		
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="checkbox"/> PREVIOUS OWNER	<input type="checkbox"/> CURRENT OWNER	<input type="checkbox"/> POTENTIAL/FUTURE PURCHASER	<input type="checkbox"/> OTHER: _____	
<p><i>If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.</i></p> <p>IS PROOF OF ACCESS / OWNERSHIP ATTACHED? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A</p>				

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

ARE THE REQUIRED FIGURES AND TABLES ATTACHED?

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

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

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

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below? From ECL 27-1405(31): "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	<input type="radio"/>	<input type="radio"/>
5. <u>For new tax parcels being added to the BCA through this amendment ONLY:</u> Are the parcels being added underutilized as defined below? From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application): 375-3.2: (I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures. "Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.	<input type="radio"/>	<input type="radio"/>

<p>6. Is the project and affordable housing project as defined below?</p> <p>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>8. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT	
EXISTING AGREEMENT INFORMATION	
BCP SITE NAME: One Water Street Blacksmith & Wheelwright Site	BCP SITE NUMBER: C360235
NAME OF CURRENT APPLICANT(S): 1 Water Street L.L.C. and 1 Water Street Acquisition LLC	
INDEX NUMBER OF AGREEMENT: C260235-06-23	DATE OF ORIGINAL AGREEMENT: 10/02/23

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR
Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am _____ (title) of _____ (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

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

Date: _____ Signature: _____

Print Name: _____

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

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

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am authorized signatory (title) of 1 Water Street Acquisition LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Kavneet Sethi's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 11/13/2024 Signature: 

Print Name: Kavneet Sethi

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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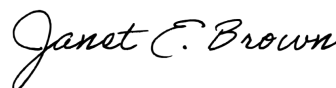
Effective Date of the Original Agreement: 10/02/2023

Signature by the Department:

DATED: 04/29/2026

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:



Janet E. Brown, Assistant Director
 Division of Environmental Remediation

STATEMENT OF IDENTIFICATION AND SIGNATURES - EXISTING APPLICANT(S)
(An authorized representative of each applicant must complete and sign the appropriate section (Individual or Entity) below. Attach additional pages as needed.)

(Individual)


I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am the authorized signatory (title) of 1 Water Street, L.L.C. (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Taryn D. Fielder's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 11/6/2024 Signature: 

Print Name: Taryn D. Fielder

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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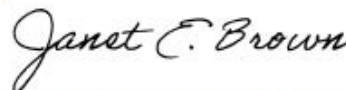
Effective Date of the Original Agreement: 10/02/2023

Signature by the Department:

DATED: 04/29/2026

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:



Janet E. Brown, Assistant Director
 Division of Environmental Remediation

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

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

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am authorized signatory (title) of 1 Water Street Acquisition LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Kavneet Sethi's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 11/13/2024 Signature: 

Print Name: Kavneet Sethi

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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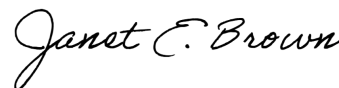
Effective Date of the Original Agreement: 10/02/2023

Signature by the Department:

DATED: 04/29/2026

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:



Janet E. Brown, Assistant Director
 Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

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

EXHIBIT A

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.



651113617DED004V

Westchester County Recording & Endorsement Page

Submitter Information

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Document Details

Control Number:	651113617	Document Type:	Deed (DED)
Package ID:	2025050100211001000	Document Page Count:	5
		Total Page Count:	6

Parties

Additional Parties on Continuation page

1st PARTY		2nd PARTY	
1:	1 WATER STREET LLC	1:	1 WATER STREET ACQUISITION LLC
2:	- Other	2:	- Other

Property

Additional Properties on Continuation page

Street Address:	1 WATER STREET	Tax Designation:	125.66-2-1.11
City/Town:	WHITE PLAINS	Village:	

Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
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Supporting Documents

1: RP-5217	2: TP-584
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Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$30.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$250.00
TP-584 Filing Fee:	\$5.00
RPL 291 Notice Fee:	\$0.00
Total Recording Fees Paid:	\$325.00

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: <input type="checkbox"/>
Serial #:	

Transfer Taxes

Consideration:	\$16,000,000.00
Transfer Tax:	\$64,000.00
Mansion Tax:	\$0.00
Transfer Tax Number:	19430

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 05/01/2025 at 03:07 PM
 Control Number: **651113617**
 Witness my hand and official seal

Timothy C. Idoni
Westchester County Clerk

Record and Return To

Pick-up at County Clerk's office

CUDDY & FEDER, LLP
445 HAMILTON AVENUE
14TH FLOOR
WHITE PLAINS, NY 10601
Attn: EON S. NICHOLS

Bargain and Sale Deed

EFFECTIVE AS OF

THIS INDENTURE, dated as of April 29th, 2025

BETWEEN

1 Water Street L.L.C., a New York limited liability company, having an address at c/o Veris Residential, Inc., Harborside 3, 210 Hudson Street, Suite 400, Jersey City, New Jersey 07311,

party of the first part, and

1 Water Street Acquisition LLC, a New York limited liability company, having an address at 613 Washington Boulevard #1243, Jersey City, New Jersey 07310,

party of the second part;

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

ALL that certain plot, piece of, or parcel of land, with the buildings and improvements thereon erected, situate, lying, and being in the City of White Plains, County of Westchester, State of New York, and more particularly described in **Exhibit A** attached hereto,

TOGETHER with all right, title, and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, subject to all covenants, conditions, restrictions, easements, liens, and encumbrances of record as of the date hereof,

BEING (i) a portion of those premises conveyed to the party of the first part by Deed from Mack-Cali WP Realty Associates L.L.C. dated March 1, 2017 and recorded in the office of the Westchester County Clerk on April 20, 2017 as Control No. 570613108 (as previously conveyed to Cali WP Realty Associates L.P. by Deed from Robert Martin Company, LLC dated January 31, 1997 and recorded in the office of the Westchester County Clerk on February 6, 1997 in Liber 11653, Page 343); and (ii) those premises conveyed to the party of the first part by Quitclaim Deed from White Plains Urban Renewal Agency dated May 21, 2021 and recorded in the office of the Westchester County Clerk on July 8, 2021 as Control No. 610973884.

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

cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose,

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[Signature page to follow]

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE CITY OF WHITE PLAINS, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BEING MORE PARTICULARLY AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHERLY END OF A CURVE AT THE INTERSECTION OF THE EASTERLY LINE OF FERRIS AVENUE (VARIABLE WIDTH RIGHT OF WAY) WITH THE NORTHERLY LINE OF WATER STREET (75 FEET WIDE RIGHT OF WAY) RUNNING THENCE FROM SAID POINT OF BEGINNING THE FIVE (5) FOLLOWING COURSES;

1. NORTHERLY ALONG SAID EASTERLY LINE OF FERRIS AVENUE) NORTH 07 DEGREES - 51 MINUTES - 22 SECONDS WEST, A DISTANCE OF 161.61 FEET TO A POINT ALONG THE DIVIDING LINE BETWEEN PROPOSED LOT 1A, BLOCK 2 AND PROPOSED LOT 2, BLOCK 2, THENCE;

2. ALONG SAID DIVIDING LINE NORTH 75 DEGREES – 12 MINUTES – 20 SECONDS EAST, A DISTANCE OF 206.99 FEET TO A POINT OF CURVATURE IN NORTH LEXINGTON AVENUE, THENCE;

3. SOUTHEASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 710.00 FEET, A CENTRAL ANGLE OF 19 DEGREES – 48 MINUTES – 44 SECONDS, A CHORD BEARING AND DISTANCE OF SOUTH 34 DEGREES – 19 MINUTES – 16 SECONDS EAST, 244.29 FEET, FOR AN ARC DISTANCE OF 245.51, THENCE;

4. WESTERLY ALONG THE NORTHERLY LINE OF WATER STREET SOUTH 84 DEGREES – 29 MINUTES – 20 SECONDS WEST, A DISTANCE OF 295.40 FEET TO A POINT OF CHANGE IN CURVATURE THENCE;

5. NORTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 87 DEGREES – 39 MINUTES – 14 SECONDS, HAVING A CHORD BEARING AND DISTANCE OF NORTH 51 DEGREES – 41 MINUTES – 03 SECONDS WEST, 27.70 FEET, FOR AN ARC DISTANCE OF 30.60 FEET TO THE POINT OR PLACE OF BEGINNING.

BARGAIN AND SALE DEED

SECTION: 125.66

BLOCK: 2

LOT: 1.11

CITY: White Plains

COUNTY: Westchester

1 WATER STREET L.L.C.,
a New York limited liability company

TO:

1 WATER STREET ACQUISITION LLC,
a New York limited liability company

RECORD AND RETURN BY MAIL TO:

CUDDY & FEDER LLP
445 HAMILTON AVE
14TH FLOOR
WHITE PLAINS, NY 10601
ATTN: ISABELLA PISANI

EXHIBIT B

**1 Water Street, L.L.C.
Harborside 3
210 Hudson Street, Suite 400
Jersey City, New Jersey 07311**

1 Water Street Acquisition LLC
Attn: Kavneet Sethi
15 Wilkinson Avenue
Jersey City, NJ 07304

**Re: Site Access to Perform Brownfield Cleanup Program Work
1 Water Street, White Plains, New York 10601**

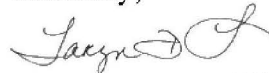
Dear Mr. Sethi,

As you know, 1 Water Street, L.L.C. remains a Participant under the Brownfield Cleanup Agreement (“BCA”) for the Brownfield Cleanup Program Site known as One Water Street Blacksmith & Wheelwright Site, NYS DEC Site No.: C360235, located at p/o 1 Water Street (Tax Parcel No. p/o 125.66-2-1.11 (the “BCP Site”), however, no longer owns the BCP Site. Since 1 Water Street L.L.C. now needs to perform investigation and remediation work, 1 Water Street L.L.C. needs the BCP Site owner’s written permission below to access the BCP Site for the purpose of performing any required investigation and remediation work.

If you agree to sign below, you are granting 1 Water Street L.L.C. what is known as a “temporary license” to allow an appropriate contractor we hire to enter the BCP Site to perform investigation and remediation work. 1 Water Street L.L.C. promises to provide you with copies of any information we generate about the BCP Site, and if we do accidentally damage the BCP Site in any way, 1 Water Street L.L.C. agrees to repair the damages to restore the BCP Site to the way it was before entry. Our contractor will also maintain insurance that would cover any accidents on the job. We promise to minimize any and all inconvenience to you in connection with this work, and will give you one week notice before the work begins.

Thank you for your cooperation.

Sincerely,



Veris Residential Trust,
General Partner of Veris Residential
Partners, L.P.,
Sole Member of One Water Street, L.L.C.
By. Taryn D. Fielder
Executive Vice President & General
Counsel

As an authorized signatory of the site owner 1 Water Street Acquisition LLC, I am authorized to grant this temporary license and agree to allow 1 Water Street, L.L.C. and its agents to enter my property to perform the BCP investigation and/or remediation work required.

Kavneet Sethi

Kavneet Sethi

Authorized Signatory

1 Waster Street Acquisition LLC

EXHIBIT C

CORPORATE CONSENT

The undersigned, being the sole Member of 1 Water Street L.L.C., does hereby certify as follows:

1. 1 Water Street L.L.C. is the prospective volunteer for the prospective Brownfield Cleanup Program (BCP) Site located at 1 Water Street, White Plains, New York 10601 (Tax Block 2, Lot 1.11) (collectively the "BCP Site").

2. The following person, Taryn Fielder, the Executive Vice President & General Counsel of Veris Residential Trust, the sole general partner of Veris Residential Partners, L.P., the sole member of 1 Water Street L.L.C., has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of 1 Water Street L.L.C., Brownfield Site Volunteer in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 20th day of October, 2022.

Veris Residential Partners, L.P.

By: Veris Residential Trust, general partner

By: 

Name: Taryn Fielder

Title: Executive Vice President & General Counsel

**1 WATER STREET ACQUISITION LLC AUTHORIZATION
TO COMPLETE REMEDIAL REQUIREMENTS AND GRANT
ENVIRONMENTAL EASEMENTS**

The undersigned, being the members of 1 Water Street Acquisition LLC, a New York limited liability company (the "Company"), hereby certifies as of October 28, 2024, as follows, adopts the following resolutions and authorizes the Company to authorize and direct Kavneet Sethi (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company desires to authorize the Authorized Signatory, set forth below, to undertake actions necessary to redevelop 1 Water Street, White Plains, NY 10601 (the "Property" or the "Site").

WHEREAS, in connection with the redevelopment of the Property, the Company has prepared and submitted an application to participate in the New York State Brownfield Cleanup Program ("BCP") and has entered into the BCP, and a Brownfield Cleanup Agreement ("BCA"); filed related documents with the New York State Department of Environmental Conservation ("DEC") to participate in the BCP; and has undertaken certain environmental remediation work related thereto consistent with applicable laws, regulations and guidance under the BCP (collectively referred to as the "Remedial Program Requirements");

NOW THEREFORE, BE IT

RESOLVED, the Authorized Signatory be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the BCA (including execution of the BCA), grant an environmental easement, and make any filings required to comply with the BCA consistent with the Remedial Program Requirements; and be it further;

RESOLVED, that this Authorization may be signed in any number of counterparts, including but not limited to electronic, and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and

RESOLVED, The Authorized Signatory is authorized to bind the Company as an Authorized Signatory for the purposes set forth in this Authorization, the signature set forth opposite his name below is his actual signature:

<u>Authorized Signatory</u>	<u>Signature</u>
Kavneet Sethi	<i>Kavneet Sethi</i>


IN WITNESS WHEREOF, the undersigned have signed and sealed this Member Consent on October 28, 2024.

MEMBERS:

Asteriskos LLC


By: Kavneet Sethi

Bijou Development, LLC


By: David Gaber