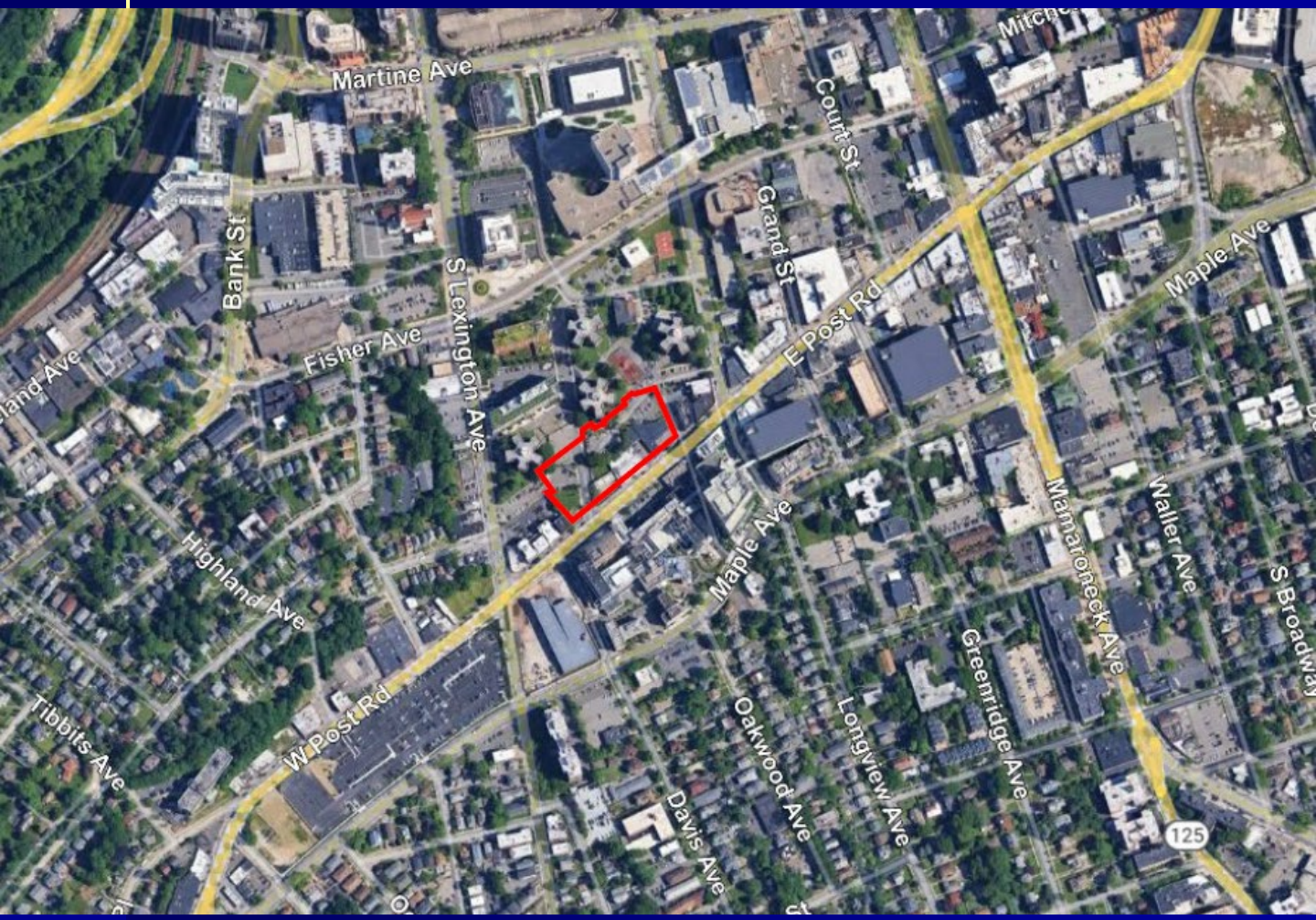
34 EPR, LLC, East Post Road LLC, LC Post Road Garage LLC and LC Post Road Garage Holdings LLC

Brownfield Cleanup Program Application

WP East Post Road Garage Petroleum Assemblage Site

p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Rd., 34 E. Post Rd., 42 E. Post Rd., and Brookfield Street (ROW)
White Plains, New York 10601



Legal & Consulting Team:
Knauf Shaw LLP & SESI Consulting Engineers.
May 2026

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NEW YORK STATE | Department of Environmental Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
    a. one file in non-fillable PDF which includes a Table of Contents, the application form, and supplemental information (excluding the previous environmental reports and work plans, if applicable);
    b. one individual file (PDF) of each previous environmental report; and,
    c. one file (PDF) of each work plan being submitted with the application, if applicable.
2. *OPTIONAL: Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via NYSDEC dropbox or ground mail, as described below.
   Please select only ONE submittal method – do NOT submit both via dropbox and ground mail.
    a. VIA SITE CONTROL DROPBOX:
        - Request an invitation to upload files to the Site Control submittal dropbox.
        - In the "Title" field, please include the following: "New BCP Application - *Proposed Site Name*".
        - After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.
        - Application packages submitted through third-party file transfer services will not be accepted.
    a. VIA GROUND MAIL:
        - Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
        - Mail the external storage device to the following address:
          Chief, Site Control Section
          Division of Environmental Remediation
          625 Broadway, 12th Floor
          Albany, NY 12233-7015

SITE NAME: East Post Road Garage Site	
Is this an application to amend an existing BCA with a major modification? Please refer to the application instructions for further guidance related to BCA amendments. If yes, provide existing site number: _____	○ **Yes** ◉ **No**
Is this a revised submission of an incomplete application? If yes, provide existing site number: C360273	◉ **Yes** ○ **No**

NEW YORK STATE | Department of Environmental Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

BCP App Rev 17 – October 2025

SECTION I: Property Information

PROPOSED SITE NAME: East Post Road Garage Site

ADDRESS/LOCATION: p/o Dr. Martin L. King, Jr. Blvd, 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, 60 E. Post Road and Brookfield Street (R.O.W.)

CITY/TOWN: White Plains | ZIP CODE: 10601

MUNICIPALITY (LIST ALL IF MORE THAN ONE): City of White Plains, County of Westchester

COUNTY: Westchester | SITE SIZE (ACRES): 2.342

LATITUDE			LONGITUDE		
41 °	1 ‘	36.7494 “	-73 °	46 ‘	11.1714 “

Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting “p/o” in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column.

ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section	Block	Lot	Acreage
p/o Dr. Martin L. King, Jr., Blvd.; Brookfield Street (R.O.W.)	125.83	7	p/o 1.1	1.059;0.202
26 E. Post Road; 34 E. Post Road	130.27	2	5;4	0.194;0.262
42 E. Post Road (f/k/a 42 and 60 E. Post Road)	130.27	2	2.1	0.625

	Y	N
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.	○	◉
2. Is the required property map, provided in electronic format, included with the application? (Application will not be processed without a map)	◉	○
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See *DEC’s website* for more information) If yes, identify census tract: _____ Percentage of property in En-zone (check one): ○ 0% ○ 1-49% ○ 50-99% ◉ 100%	◉	○
4. Is the project located within a disadvantaged community? See application instructions for additional information.	◉	○
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.	○	◉
6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications: _____	○	◉

SECTION I: Property Information (continued)	Y	N
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?	○	◉
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.	◉	○
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.	○	◉
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: small portion of C360248	◉	○
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: ___	○	◉
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information. Easement/Right-of-Way Holder — Description See Support Document for explanation as to why utility easements will not impact remediation	○	◉
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information): Type — Issuing Agency — Description N/A	○	◉
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?	◉	○

Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City.

	Y	N
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.	○	○
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?	○	○
17. If you have answered *YES* to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?	○	○

NOTE: If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.

If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions.
Initials of each Requestor:

_____ _____ _____ _____ _____ _____

SECTION II: Project Description

1. The project will be starting at: ○ Investigation ◉ Remediation

If the project is proposed to start at the remediation stage, at a minimum, a Remedial Investigation Report (RIR) must be included, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Action Work Plan (RAWP) are also included (see *DER-10, Technical Guidance for Site Investigation and Remediation* for further guidance), then a 45-day public comment period is required.

2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?

◉ Yes ○ No ○ N/A

3. Have any draft work plans been submitted with the application (select all that apply)?

☐ RIWP ☑ RAWP ☐ IRM ☐ No

4a. Please provide a short description of the overall project development, including a complete project schedule with all key BCP program milestones through issuance of the Certificate of Completion. Include DEC/DOH review times in the schedule (best efforts to review documents within 45 days pursuant to 6 NYCRR Part 375-3.6(b)).
Is this information attached? ◉ Yes ○ No

4b. Please include in the project schedule the dates of any outside public or private funding source deadlines with the associated BCP milestones, e.g., NYC HPD or NYS HCR funding deadlines, or private funding interim milestones from loan documents, that depend on a particular BCP milestone such as a work plan or report approval, decision document issuance, etc.

Is this information clearly identified in the BCP project schedule? ◉ Yes ○ No ○ N/A

Beginning January 1, 2024, all work plans and reports submitted for the BCP shall address Green and Sustainable Remediation (GSR) and DER-31 (see *DER-31, Green Remediation*). Work plans, reports and design documents will need to be certified in accordance with DER-31.

5. Please provide a description of how Green and Sustainable Remediation will be evaluated and incorporated throughout the remedial phases of the project including Remedial Investigation, Remedial Design/Remedial Action, and Site Management and reporting efforts.

Is this information attached? ◉ Yes ○ No

6. If the project is proposed to start at the remediation stage (Section 2, Item 1, above), a climate change screening or vulnerability assessment must have been completed. Is this attached?

◉ Yes ○ No

SECTION III: Ecological Concerns

	Y	N
1. Are there fish, wildlife, or ecological resources within a ½-mile radius of the site?	◉	○
2. Is there a potential path for contamination to potentially impact fish, wildlife or ecological resources?	○	◉
3. Is/are there a/any Contaminant(s) of Ecological Concern?	○	◉

If any of the conditions above exist, a Fish and Wildlife Resources Impact Analysis (FWRIA) Part I, as outlined in DER-10 Section 3.10.1, is required. The applicant may submit the FWRIA with the application or as part of the Remedial Investigation Report.

4. Is a Fish and Wildlife Resources Impact Analysis Part I included with this application? N/A ○	◉	○

SECTION IV: Land Use Factors

1. What is the property's current municipal zoning designation? B-3 (Intermediate Business) and RM-0.35 (Residential Multi-Family)

2. What uses are allowed by the property's current zoning (select all that apply)?

   Residential ☑ Commercial ☑ Industrial ☐

3. Current use (select all that apply):

   Residential ☐ Commercial ☑ Industrial ☐ Recreational ☐ Vacant ☑

	Y	N
4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant. Is this summary included with the application?	◉	○
5. Reasonably anticipated post-remediation use (check all that apply): Residential ☐ Commercial ☑ Industrial ☐ If residential, does it qualify as single-family housing? N/A ◉	○	○
6. Please provide a statement detailing the specific proposed post-remediation use. Is this summary attached?	◉	○
7. Is the proposed post-remediation use a renewable energy facility? See application instructions for additional information.	○	◉
8. Do current and/or recent development patterns support the proposed use?	◉	○
9. Is the proposed use consistent with applicable zoning laws/maps? Please provide a brief explanation. Include additional documentation if necessary.	◉	○
10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Please provide a brief explanation. Include additional documentation if necessary.	◉	○

SECTION V: Current and Historical Property Owner and Operator Information

CURRENT OWNER See Support Narrative for list of owners			
CONTACT NAME			
ADDRESS			
CITY		STATE	ZIP CODE
PHONE	EMAIL		
OWNERSHIP START DATE			
CURRENT OPERATOR See Support Narrative for list of operators			
CONTACT NAME			
ADDRESS			
CITY		STATE	ZIP CODE
PHONE	EMAIL		
OPERATION START DATE			

SECTION VI: Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following (***please submit information requested in this section in electronic format ONLY***):

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard (*ASTM E1903*). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
2. **SAMPLING DATA: Indicate (by selecting the options below) known contaminants and the media which are known to have been affected. Data summary tables should be included as an attachment, with laboratory reports referenced and included.**

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	☑	☑	☑
Chlorinated Solvents	☐	☐	☑
Other VOCs	☐	☐	☐
SVOCs	☑	☑	☐
Metals	☑	☑	☐
Pesticides	☐	☐	☐
PCBs	☐	☑	☐
PFAS	☑	☑	☐
1,4-dioxane	☐	☐	☐
Other – indicated below	☐	☐	☐

*Please describe other known contaminants and the media affected:

3. For each impacted medium above, include a site drawing indicating:
   - Sample location
   - Date of sampling event
   - Key contaminants and concentration detected
   - For soil, highlight exceedances of reasonably anticipated use
   - For groundwater, highlight exceedances of 6 NYCRR part 703.5
   - For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application? ◉ YES ○ NO

4. Indicate Past Land Uses (check all that apply):

☐ Coal Gas Manufacturing	☐ Manufacturing	☐ Agricultural Co-Op	☐ Dry Cleaner
☐ Salvage Yard	☐ Bulk Plant	☐ Pipeline	☑ Service Station
☐ Landfill	☐ Tannery	☐ Electroplating	☐ Unknown

Other: Multiple former gas stations and auto repair facilities

SECTION VII: Requestor Information			
NAME LC Post Road Garage LLC			
ADDRESS 5 Renaissance Square, 42nd Floor			
CITY/TOWN White Plains	STATE NY	ZIP CODE 10601	
PHONE (914) 769-6500	EMAIL louis@icappelli.com		

	Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?	◉	○
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the *NYS Department of State's Corporation & Business Entity Database.* A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?	◉	○
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A ○	◉	○
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of *DER-10: Technical Guidance for Site Investigation and Remediation* and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? **Documents that are not properly certified will not be approved under the BCP.**	◉	○

SECTION VIII: Requestor Contact Information		
REQUESTOR'S REPRESENTATIVE Louis R. Cappelli		
ADDRESS 5 Renaissance Square, 42nd Floor		
CITY White Plains	STATE NY	ZIP CODE 10601
PHONE (914) 769-6500	EMAIL louis@icappelli.com	
REQUESTOR'S CONSULTANT (CONTACT NAME) Andrew Schweitzer, PE		
COMPANY SESI Consulting Engineers		
ADDRESS 959 Route 46E, Floor 3, Suite 300		
CITY Parsippany	STATE NJ	ZIP CODE 07054
PHONE (973) 808-9050	EMAIL andrew.schweitzer@sesi.org	
REQUESTOR'S ATTORNEY (CONTACT NAME) Linda R. Shaw, Esq.		
COMPANY Knauf Shaw LLP		
ADDRESS 2600 Innovation Square, 100 S. Clinton Avenue		
CITY Rochester	STATE NY	ZIP CODE 14604
PHONE (585) 546-8430	EMAIL lshaw@nyenvlaw.com	

SECTION IX: Program Fee		
Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of $50,000. Requestors may apply for a fee waiver with supporting documentation.		
	Y	**N**
1. Is the requestor applying for a fee waiver?	○	◉
2. If yes, appropriate documentation must be provided with the application. See application instructions for additional information. Is the appropriate documentation included with this application? N/A ◉	○	○

SECTION X: Requestor Eligibility		
If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.		
	Y	**N**
1. Are any enforcement actions pending against the requestor regarding this site?	○	◉
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	○	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	○	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	○	◉
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	○	◉
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 of contaminants?	○	◉
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting or contaminants; or (ii) that involved 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?	○	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	○	◉
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?	○	◉
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?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

SECTION X: Requestor Eligibility (continued)

12. The requestor must certify that he/she/they is/are either a participant or volunteer in accordance with ECL 27-1405(1) by checking one of the boxes below:

PARTICIPANT ☐	VOLUNTEER ☑
A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, 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 hazardous waste or discharge of petroleum.	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 hazardous waste or discharge of petroleum. NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has 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; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor whose liability arises solely as a result of ownership, operation of, or involvement with the site, submit a statement describing why you 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?

◉ Yes ○ No ○ N/A

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

○ Previous Owner ○ Current Owner ○ Potential/Future Purchaser ◉ Other: Ground Leasee

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an environmental easement on the site.

Is this proof attached? ◉ Yes ○ No ○ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION VII: Requestor Information			
NAME LC Post Road Garage Holdings LLC			
ADDRESS 5 Renaissance Square, 42nd Floor			
CITY/TOWN White Plains	STATE NY	ZIP CODE 10601	
PHONE (914) 769-6500	EMAIL louis@icappelli.com		

	Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?	◉	○
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the *NYS Department of State's Corporation & Business Entity Database.* A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?	◉	○
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A ○	◉	○
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of *DER-10: Technical Guidance for Site Investigation and Remediation* and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? **Documents that are not properly certified will not be approved under the BCP.**	◉	○

SECTION VIII: Requestor Contact Information		
REQUESTOR'S REPRESENTATIVE Louis R. Cappelli		
ADDRESS 5 Renaissance Square, 42nd Floor		
CITY White Plains	STATE NY	ZIP CODE 10601
PHONE (914) 769-6500	EMAIL louis@icappelli.com	
REQUESTOR'S CONSULTANT (CONTACT NAME) Andrew Schweitzer, PE		
COMPANY SESI Consulting Engineers		
ADDRESS 959 Route 46E, Floor 3, Suite 300		
CITY Parsippany	STATE NJ	ZIP CODE 07054
PHONE (973) 808-9050	EMAIL andrew.schweitzer@sesi.org	
REQUESTOR'S ATTORNEY (CONTACT NAME) Linda R. Shaw, Esq.		
COMPANY Knauf Shaw LLP		
ADDRESS 2600 Innovation Square, 100 S. Clinton Avenue		
CITY Rochester	STATE NY	ZIP CODE 14604
PHONE (585) 546-8430	EMAIL lshaw@nyenvlaw.com	

SECTION IX: Program Fee		
Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of $50,000. Requestors may apply for a fee waiver with supporting documentation.		
	Y	**N**
1. Is the requestor applying for a fee waiver?	○	◉
2. If yes, appropriate documentation must be provided with the application. See application instructions for additional information. Is the appropriate documentation included with this application? N/A ◉	○	○

SECTION X: Requestor Eligibility		
If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.		
	Y	**N**
1. Are any enforcement actions pending against the requestor regarding this site?	○	◉
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	○	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	○	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	○	◉
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	○	◉
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 of contaminants?	○	◉
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting or contaminants; or (ii) that involved 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?	○	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	○	◉
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?	○	◉
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?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

SECTION X: Requestor Eligibility (continued)

12. The requestor must certify that he/she/they is/are either a participant or volunteer in accordance with ECL 27-1405(1) by checking one of the boxes below:

PARTICIPANT ☐	VOLUNTEER ☑
A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, 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 hazardous waste or discharge of petroleum.	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 hazardous waste or discharge of petroleum. NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has 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; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor whose liability arises solely as a result of ownership, operation of, or involvement with the site, submit a statement describing why you 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?

◉ Yes ○ No ○ N/A

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

○ Previous Owner ○ Current Owner ○ Potential/Future Purchaser ◉ Other: Sole member of future Ground Leasee

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an environmental easement on the site.

Is this proof attached? ◉ Yes ○ No ○ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION VII: Requestor Information			
NAME 34 EPR, LLC			
ADDRESS 41 East Post Road			
CITY/TOWN White Plains		STATE NY	ZIP CODE 10601
PHONE (914) 681-0600	EMAIL jguarracin@wphospital.org		

	Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?	◉	○
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the *NYS Department of State's Corporation & Business Entity Database.* A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?	◉	○
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A ○	◉	○
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of *DER-10: Technical Guidance for Site Investigation and Remediation* and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? **Documents that are not properly certified will not be approved under the BCP.**	◉	○

SECTION VIII: Requestor Contact Information			
REQUESTOR'S REPRESENTATIVE Joseph Guarracino			
ADDRESS 41 E. Post Road			
CITY White Plains		STATE NY	ZIP CODE 10601
PHONE (914) 769-6500	EMAIL jguarracin@wphospital.org		
REQUESTOR'S CONSULTANT (CONTACT NAME) Andrew Schweitzer, PE			
COMPANY SESI Consulting Engineers			
ADDRESS 959 Route 46E, Floor 3, Suite 300			
CITY Parsippany		STATE NJ	ZIP CODE 07054
PHONE (973) 808-9050	EMAIL andrew.schweitzer@sesi.org		
REQUESTOR'S ATTORNEY (CONTACT NAME) Linda R. Shaw, Esq.			
COMPANY Knauf Shaw LLP			
ADDRESS 2600 Innovation Square, 100 S. Clinton Avenue			
CITY Rochester		STATE NY	ZIP CODE 14604
PHONE (585) 546-8430	EMAIL lshaw@nyenvlaw.com		

SECTION IX: Program Fee		
Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of $50,000. Requestors may apply for a fee waiver with supporting documentation.		
	Y	**N**
1. Is the requestor applying for a fee waiver?	○	◉
2. If yes, appropriate documentation must be provided with the application. See application instructions for additional information. Is the appropriate documentation included with this application? N/A ◉	○	○

SECTION X: Requestor Eligibility		
If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.		
	Y	**N**
1. Are any enforcement actions pending against the requestor regarding this site?	○	◉
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	◉	○
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	○	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	○	◉
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	○	◉
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 of contaminants?	○	◉
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting or contaminants; or (ii) that involved 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?	○	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	○	◉
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?	○	◉
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?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

SECTION X: Requestor Eligibility (continued)

12. The requestor must certify that he/she/they is/are either a participant or volunteer in accordance with ECL 27-1405(1) by checking one of the boxes below:

PARTICIPANT ☑	VOLUNTEER ☐
A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, 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 hazardous waste or discharge of petroleum.	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 hazardous waste or discharge of petroleum. NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has 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; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor whose liability arises solely as a result of ownership, operation of, or involvement with the site, submit a statement describing why you 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?

○ Yes ○ No ◉ N/A

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

○ Previous Owner ○ Current Owner ○ Potential/Future Purchaser ◉ Other: Former Owner

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an environmental easement on the site.

Is this proof attached? ◉ Yes ○ No ○ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION VII: Requestor Information			
NAME East Post Road LLC			
ADDRESS 41 E. Post Road			
CITY/TOWN White Plains	STATE NY	ZIP CODE 10601	
PHONE (914) 681-0600	EMAIL jguarracin@wphospital.org		

	Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?	◉	○
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the *NYS Department of State's Corporation & Business Entity Database.* A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?	◉	○
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A ○	◉	○
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of *DER-10: Technical Guidance for Site Investigation and Remediation* and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? **Documents that are not properly certified will not be approved under the BCP.**	◉	○

SECTION VIII: Requestor Contact Information		
REQUESTOR'S REPRESENTATIVE Joseph J. Guarracino		
ADDRESS 41 E. Post Road		
CITY White Plains	STATE NY	ZIP CODE 10601
PHONE (914) 681-0600	EMAIL jguarracin@wphospital.org	
REQUESTOR'S CONSULTANT (CONTACT NAME) Andrew Schweitzer, PE		
COMPANY SESI Consulting Engineers		
ADDRESS 959 Route 46E, Floor 3, Suite 300		
CITY Parsippany	STATE NJ	ZIP CODE 07054
PHONE (973) 808-9050	EMAIL andrew.schweitzer@sesi.org	
REQUESTOR'S ATTORNEY (CONTACT NAME) Linda R. Shaw, Esq.		
COMPANY Knauf Shaw LLP		
ADDRESS 2600 Innovation Square, 100 S. Clinton Avenue		
CITY Rochester	STATE NY	ZIP CODE 14604
PHONE (585) 546-8430	EMAIL lshaw@nyenvlaw.com	

SECTION IX: Program Fee		
Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of $50,000. Requestors may apply for a fee waiver with supporting documentation.		
	Y	**N**
1. Is the requestor applying for a fee waiver?	○	◉
2. If yes, appropriate documentation must be provided with the application. See application instructions for additional information. Is the appropriate documentation included with this application? N/A ◉	○	○

SECTION X: Requestor Eligibility		
If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.		
	Y	**N**
1. Are any enforcement actions pending against the requestor regarding this site?	○	◉
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	○	◉
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	○	◉
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	○	◉
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	○	◉
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 of contaminants?	○	◉
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting or contaminants; or (ii) that involved 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?	○	◉
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	○	◉
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?	○	◉
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?	○	◉
11. Are there any unregistered bulk storage tanks on-site which require registration?	○	◉

SECTION X: Requestor Eligibility (continued)

12. The requestor must certify that he/she/they is/are either a participant or volunteer in accordance with ECL 27-1405(1) by checking one of the boxes below:

PARTICIPANT ☑	VOLUNTEER ☐
A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, 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 hazardous waste or discharge of petroleum.	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 hazardous waste or discharge of petroleum. NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has 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; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. **If a requestor whose liability arises solely as a result of ownership, operation of, or involvement with the site, submit a statement describing why you 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?

○ Yes ○ No ◉ N/A

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

○ Previous Owner ◉ Partial Current Owner ○ Potential/Future Purchaser ○ Other: _____

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an environmental easement on the site.

Is this proof attached? ◉ Yes ○ No ○ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION XI: Property Eligibility Information		
	Y	N
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information.	○	◉
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____	○	◉
3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? If yes, please provide: Permit Type: _____ EPA ID Number: _____ Date Permit Issued: _____ Permit Expiration Date: _____	○	◉
4. If the answer to question 2 or 3 above is *YES*, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. N/A ◉	○	○
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: SPILLS 16-08934.11.2018	◉	○
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information as an attachment.	◉	○

SECTION XII: Site Contact List

To be considered complete, the application must include the Brownfield Site Contact List in accordance with *DER-23: Citizen Participation Handbook for Remedial Programs*. Please attach, at a minimum, the names and mailing addresses of the following:

- The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
- Residents, owners, and occupants of the property and adjacent properties.
- Local news media from which the community typically obtains information.
- The public water supplier which services the area in which the property is located.
- Any person who has requested to be placed on the contact list.
- The administrator of any school or day care facility located on or near the property.
- The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.
- For sites located in the five counties comprising New York City, the Director of the Mayor's Office of Environmental Remediation.

SECTION XIII: Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm 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.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am the Athorized Sigantory (title) of LC Post Road Garage LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm 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.

Date: 3/25/26 Signature: Louis R Cappelli

Print Name: Louis R. Cappelli

PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.

SECTION XIII: Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm 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.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am the Owner (title) of LC Post Road Grage Holdings LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm 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.

Date: 3/25/26 Signature: Louis R Cappelli

Print Name: Louis R. Cappelli

PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.

SECTION XIII: Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm 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.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am the Authorized Signatory (title) of 34 EPR, LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm 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.

Date: 3-25-26 Signature: _____

Print Name: Joseph J. Guarracino

PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.

SECTION XIII: Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm 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.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am the Authorized Signatory (title) of East Post Road LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm 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.

Date: 3-25-26 Signature: _____

Print Name: Joseph J. Guarracino

PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY
Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.
BCP App Rev 17

Please respond to the questions below and provide additional information and/or documentation as required. *Please refer to the application instructions.*	**Y**	**N**
1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?	○	◉
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	○	○
3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)?	○	○
4. Is the property upside down or underutilized as defined below?		
Upside down	○	○
Underutilized	○	○

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.

From 6 NYCRR 375-3.2(l) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category can only be made at the time of application)**:**
375-3.2:

(l) "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.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

5. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review).
   Check appropriate box below:

   ◯ Project is an Affordable Housing Project – regulatory agreement attached

   ◯ Project is planned as Affordable Housing, but agreement is not yet available

   ◯ This is not an Affordable Housing Project

From 6 NYCRR 375-3.2(a) as of August 12, 2016:

(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.

(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.

(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.

(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.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

6. Is the site a planned renewable energy facility site as defined below?

   ◯ Yes – planned renewable energy facility site with documentation

   ◯ Pending – planned renewable energy facility awaiting documentation
   *Selecting this option will result in a "pending" status. The appropriate documentation will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

   ◯ No – not a planned renewable energy facility site

   If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

From ECL 27-1405(33) as of April 9, 2022:

"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.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(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.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and plans to meet the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

   ◯ Yes - *Selecting this option will result in a "pending" status, as a BOA conformance determination has not yet been made. Proof of conformance will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

   ◯ No

From ECL 75-0111 as of April 9, 2022:

(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.

BCP APPLICATION SUPPORT DOCUMENT

Exhibit List

Exhibit A	Site Location Map, Base Map, and Street Map
Exhibit B	Tax Map, Survey Map and City of White Plains Local Law No. 4 of 2025
Exhibit C	Brownfield Opportunity Area ("BOA") Map, Disadvantaged Communities Map ("DCM"), Environmental Justice ("EJ") Map and En-Zone Map
Exhibit D	Flood Map
Exhibit E	Zoning Map & Zoning Approvals
Exhibit F	Previous & Current Owners & Operators List
Exhibit G	Deeds and Chain of Title Report
Exhibit H	Site Access Agreements
Exhibit I	Site Drawing Spider Maps, Site Plan and Site History Map
Exhibit J	NYS DOS Entity Information
Exhibit K	Written Consents
Exhibit L	Site Contact List
Exhibit M	Repository Letter
Exhibit N	NYS DEC Spill Listings
Exhibit O	Order on Consent

ENVIRONMENTAL REPORTS:

1. July 2015 Remedial Action Summary Report prepared by Tyree Environmental Corp. for Getty Realty Corp. (Getty Station #00369/26 E. Post Road)
2. November 2016 Remedial Investigation Report (RIR") completed by First Environment, Inc. for the White Plains Housing Authority ("WPHA")
3. March 2017 Subsurface Investigation Report prepared by HydroEnvironmental Solutions, Inc ("HES") for Mariania Oil Corp. (Marianina Gas Station/34 E. Post Road)
4. January 2019 Remedial Action Work Plan ("RAWP") prepared by GZA GeoEnvironmental of New York for Papitto Construction Co., Inc. (34 E. Post Road)
5. May 2019 Expert Reports by Heather Cloud, PG for the litigation WPHA v. BP Products North American Inc., Marianina Oil Corp., and Atlantic Richfield Company
6. September 2021 RAWP prepared by HES for the Marianina Gas Station Spill approved by NYSDEC and attached to the Consent Order Marianina signed with the NYSDEC
7. June 2021 Phase I Environmental Site Assessment ("ESA") prepared by Barton & Loguidice, D.P.C. for the City of White Plains (26-28 E. Post Road, 34 E. Post Road, 42 E. Post Road, 60 E. Post Road, and the WPHA property)
8. 2022 Subsurface Investigation completed by Woodard & Curran including 34 East Post Road, and part of the WPHA property north of the Marianina Gas Station and north of the Former Getty Gas Station [NO SEPARATE REPORT – RESULTS IN THE JAN. 2025 RAWP BELOW]
9. Stipulation of Settlement and Order, WPHA v. 34 EPR, LLC, No. 17-cv-6250 (S.D.N.Y. June 23, 2023)
10. January 2025 Revised RAWP prepared by Woodard & Curran (W&C) for 34 East Post Road LLC (Marianina Gas Station/34 E. Post Road) - Replaced the September 2021 HES RAWP Consent Order Marianina signed with the NYSDEC
11. September 2025 SESI Geotechnical Report
12. September 2025 Geophysical Investigation Report prepared by Coastal Environmental Solutions, Inc. for SESI Consulting Engineering (WPHA Excess Property)
13. January 2026 SESI Phase I ESA at the BCP Site for the BCP Requestors
14. May 2026 SESI Remedial Investigation Report for the BCP Requestors
15. May 2026 SESI Remedial Action Work Plan for the BCP Requestors
16. December 2025 W&C Spill Remedial Activities at 34 EPR Property; September-November 2025 NYSDEC Spill No. 16-08934

SECTION I – PROPERTY INFORMATION

The 2.342-acre Site is located at the following addresses:

- Portion of Dr. Martin Luther King Jr. Boulevard, which is a portion of the White Plains Housing Authority's Winbrook Apartments Affordable Housing Complex, NY042000006, known and designated as Section 125.83, Block 7, p/o Lot 1.1 (1.059-acres of a larger 9.67-acre lot); hereinafter "WPHA Excess Property".
- 26 E. Post Road, White Plains, New York (f/k/a 26 and 28 East Post Road) designated as Section 130.27, Block 2, Lot 5 on the Tax Assessment Map of the City of White Plains (0.194-acres); hereinafter "Former Getty Gas Station";
- 34 E. Post Road, White Plains, New York, designated as Section 130.27, Block 2, Lot 4 on the Tax Assessment Map of the City of White Plains (0.262-acres); hereinafter "Marianina Gas Station";
- 42 East Post Road (f/k/a 42 and 60 East Post Road), White Plains, New York, recently merged and now designated Section 130.27, Block 2, Lot 2.1 on the Tax Assessment Map of the City of White Plains (f/k/a Section 130.27, Block 2, Lots 2 and 3 (0.625-acres); hereinafter the former 42 East Post road will be referred to as the "Former Medical Supply Building" and the former 60 East Post Road will be referred to as the "Former Firestone Auto Repair Site"; and
- Discontinued Portion of Brookfield Street, with no designated Tax Lot Number (0.202-acres); hereinafter "Discontinued Brookfield Street";

A summary of this information appears below:

Parcel Address	Tax Parcel Identification No.	Acreage[1]
p/o Dr. Martin L. King, Jr. Boulevard	125.83-7-1.1 (p/o)	1.059
26 E. Post Road (f/k/a 26 - 28 E. Post Road)	130.27-2-5	0.194
34 E. Post Road	130.27-2-4	0.262
42 E. Post Road (f/k/a 42 - 60 E. Post Road)	130.27-2-2.1	0.625
Discontinued Brookfield Street	Right-Of-Way; No Lot #	0.202

The Site located in the City of White Plains, New York 10601 ("Site" or "BCP Site"). The Site Location Map, Base Map and Street Map are in Exhibit A.

1. Site Boundary and Tax Parcel Information

The Site boundary does not correspond to the tax boundary with respect to the portion of the Dr. Martin L. King, Jr. Boulevard lot referred to as the WPHA Excess Property. The Discontinued Brookfield Street does not have a tax lot number as a right-of-way ("R.O.W"), but it is anticipated to immediately be merged with the remainder of the lots that make up the BCP Site. The remaining lots do correspond with their tax boundaries. See in Exhibit B -Tax Map, Survey Map reflecting the Site and the latest lot changes and Law No. 4 of 2025 approving the discontinuance of Brookfield Street. As shown on the Survey Map in Exhibit B, 26 E. Post Road, 34 E. Post Road and the recently merged 42 E. Post Road parcels do correspond to their Tax Map boundaries. The metes and bounds for the BCP Site are included on Survey Map Sheet 2 of 2 in Exhibit B.

[1] Acreages were determined using the Tax Lot Survey prepared by Central Point Associates, Inc., dated November 12, 2025. Please see Exhibit B – Survey Map.

2. Property Map

The Site Location Map, Base Map and Street Map are in Exhibit A. The Tax Map and Survey Map are in Exhibit B.

3-5. BOA, Disadvantaged Communities, EJ and En-Zone Designations

The Site BOA, Disadvantaged Communities, Environmental Justice, and En-Zone Maps are in Exhibit C. The Site is located in an En-Zone Type AB, Census Tract 93. The Site is not located in a BOA. The Site is located in a Potential Environmental Justice Area. The EPA ArcGIS map indicates that approximately 98.13% of the population surrounding this Site is a minority population and approximately 63.20% of the surrounding population is below poverty level. The Site is located in a disadvantaged community area. According to the New York State Disadvantaged Communities Map, the Site is located on Census Tract 36119009300, which has an environmental burden higher than 55 % of Census Tracts statewide and a population vulnerability higher than 80% percent of Census Tracts statewide.

6-7. Please refer to the BCP Application Form.

8. Navigation Law Spills

The Former Getty Gas Station, Marianina Gas Station, the WPHA Excess Property, the Former Medical Supply Building, and Firestone Auto Repair Site have all had a history of petroleum spills. A summary of the spills by parcel appears below. For a more detailed explanation of the Spill histories see the SESI Phase I report separately attached and the NYSDEC Spill file listings included in Exhibit N.

However, the historic reports demonstrate that some of the spills may not have been fully remediated, which is documented in the data that has been obtained and is summarized in the January 2026 Remedial Investigation Report (RIR).

Former Getty Gas Station NYSDEC Spill No. 97-13110 –The November 2016 RIR commissioned by the WPHA prepared by First Environmental Inc. (which is separately attached and summarized below) documented that this spill was not fully remediated and that off-site migration occurred both north onto the WPHA property and east under Brookfield Street. The remaining on-Site and off-site petroleum soil and groundwater plume has been documented in the December 2025 RIR.

Marianina Gas Station NYSDEC Spill No. 9406684 – The initial documented spill on this parcel related to odors and PID readings. The spill was later closed in 1999. It is unclear from the files if any subsurface contamination was documented as a result of this spill.

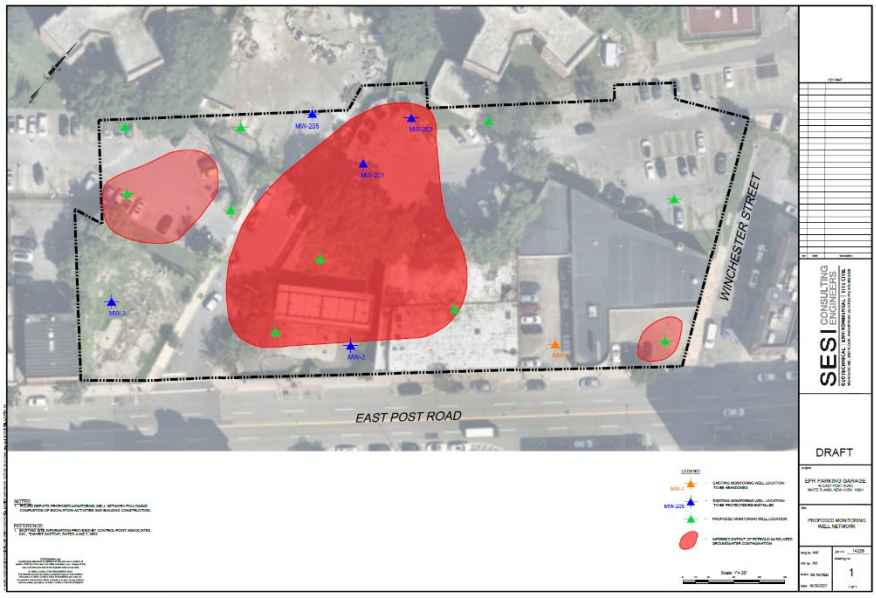
Marianina Gas Station NYSDEC Spill No. 1509193 - On December 9, 2015, when this was a BP Gas Station, there was an equipment failure that release petroleum, but this spill was closed the same day, and the spill listing states that the remediation was accomplished.

Marianina Gas Station NYSDEC Spill No. 1608934 - The November 2016 First Environment RIR identified significant soil and groundwater contamination on and downgradient of this former gas station, and this spill remains open. Underground storage tanks remain present and Site-wide contamination persists. Some preliminary site preparation and remediation work has just been

recently accomplished pursuant to the 2022 Amendment Consent Order and Court Stipulation and Order entered in *White Plains Housing Authority v. 34 EPR, LLC,* No. 17-cv-6250 (S.D.N.Y.) described below up to and including the $1.25 million that was set aside for remediation during the Marianina bankruptcy. See Amended Consent Order in Exhibit O. The remaining contamination will be remediated pursuant to the NYSDEC approved January 2025 RAWP and the February 2026 Remedial Action Work Plan (RAWP) attached to this application. See plume map below.

Former Medical Supply Building NYSDEC Spill Nos. 0011871 and 0011872 -Two #2 fuel oil petroleum releases (25 gallons and 70 gallons, respectively) were reported at the 42 East Post Road parcel, both documenting the same incident involving a No. 2 fuel oil release during delivery in March 2001. However, it is unclear where the second spill No. 0011872 occurred, which is named "Apartment House" with an address of 42-44 East Post Road because there was no Apartment House at this property historically. One 1,000-gallon UST was excavated, approximately 2,055 gallons of petroleum-impacted groundwater and product were recovered, and approximately 150.19 tons of impacted soil were removed. The exact location of where this spill occurred on this parcel Site is not clear from the spill file or the on-Site inspection.

Former Firestone Auto Repair Site NYSDEC Spill No. 0804645 – In July 2008, an auto repair company called STS Tire Service, which operated this Site at this time, experienced a petroleum contamination spill associated with hydraulic lift equipment. Even though the spill case has been administratively closed, it was designated as "not meeting cleanup standards" according to the listing of this spill I the EDR report attached to the 2025 SESI Phase I, confirming that petroleum remains in the subsurface. The 2025 SESI RIR has documented remaining petroleum related soil and groundwater conditions. In addition to the documented release, a sump located in the basement of the 60 East Post Road building was observed during the 2025 Phase I investigation to contain water and oil staining of unknown origin. While the report concluded that the staining may be related to the hydraulic lift release, it could also represent a separate, unidentified source of petroleum contamination. See plume map below depicting the inferred extent of petroleum contamination remaining on the BCP Site as a result of the various spills noted above and the data contained in the January 2026 RIR.

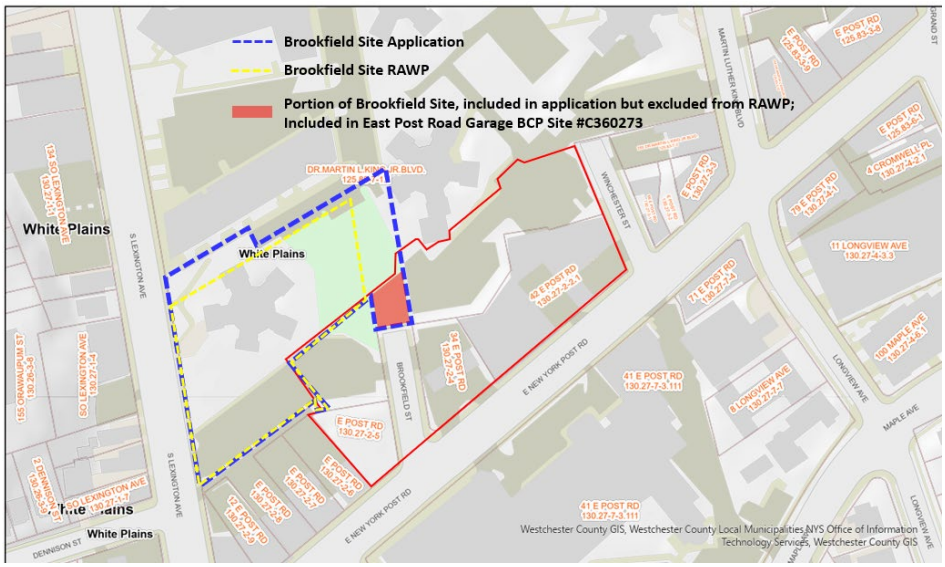


Despite the spill remedial actions, source material and groundwater plumes remain from all of the spills as illustrated by the plume map above which impacts every parcel that makes up the BCP Site. Therefore, while the answer to this question on the BCP application is "yes", the Site has not been remediated as a result of the prior Navigation Law spill remedial actions.

9. Please refer to the BCP Application Form.

10. Subject of or included in a previous BCP Application.

A small portion of the Site, located directly above the discontinued Brookfield Street (R.O.W.), historically a former portion of Brookfield Street, was included in the adjacent Brookfield Commons Phase 3 BCP Site (C360248) boundary in the original application. Please see the map below.



The indicated area was ultimately removed from the Brookfield Commons Phase 3 BCP site (C360248) boundary. It is assumed that the area was removed from the Brookfield Commons Phase 3 BCP site (C360248) boundary due to extent of the utilities which run through the area, and the possible lack of sufficient investigation conducted in the area. The area is included in this Site because the Requestors have performed extensive remedial investigation in this area, and both the soil and groundwater spider maps, included in Exhibit I, show sufficient data to include the area in this Site; moreover, the plans for the remediation and development of this Site accounts for relocating the utilities.

11. Please refer to the BCP Application Form.

12. Easements and Existing Right of Ways

Brookfield Street was a City of White Plains right-of-way until October 6, 2025, when the City of White Plains Local Law No. 4 of 2025 (Local Law Authorizing the Discontinuance of Brookfield Street and the Sale of Such Lands Associated therewith), was filed with the New York State Department of State. Please see Exhibit B – City of White Plains Local Law No. 4 of 2025.

There will be a new utility easement between the BCP Applicants and the WPHA with respect to new utilities that will be run under the Discontinued Brookfield Street accommodating the redevelopment of their Brookfield Commons Phase 3 BCP Site No. C360246 and their existing Winbrook Apartment complex, but this new easement will not affect the remediation because the existing utilities are expected to be moved during the remediation.

13. Please refer to BCP Application Form.

14. Property Description and Environmental Assessment

A. Site Location

The Site is located at the following addresses:

Parcel Address	Tax Parcel Identification No.
p/o Dr. Martin L. King, Jr. Boulevard	125.83-7-1.1 (p/o)
26 E. Post Road	130.27-2-5
34 E. Post Road	130.27-2-4
42 E. Post Road	130.27-2-2.1
Brookfield Street	Discontinued Right-Of-Way – No Lot #

The Site located in an urban area in the City of White Plains, New York 10601. The closest bodies of water to the Site are the Bronx River, which is approximately 0.409 miles northwest from the Site and Bloomingdale Pond, which is approximately 0.620 miles east from the Site. The Site is not located in a flood zone. See Exhibit D – Flood Map. The Site is located approximately 0.537 miles southeast from the White Plains Train Station, which is located at 16 Ferris Ave, White Plains, New York 10601.

B. Site Features

The 26 E. Post Road parcel does not have any structures remaining other than the slabs of the former Getty Gas Station buildings. This parcel became vacant in the 1990s, and the former buildings were demolished in the mid-2010s during the spill remedial actions. The 34 E. Post Road parcel became vacant once Marianina Oil Corporation ("Marianina") became bankrupt in 2021. The former fueling station structures, which were located at 34 E. Post Road, have just recently been demolished as part of the January 2025 Spill Remedial Action Work Plan implemented by 34 EPR, LLC as owner of the parcel. The former 42 E. Post Road parcel still has an single building known as the Medical Supply Building and the former 60 E. Post Road still has the Former Firestone Auto Repair building located thereon. Both of these buildings became vacant when the White Plains Urban Renewal Agency ("WPURA") acquired each of these parcels in December 2024 and August 2021, respectively. The Discontinued Brookfield Street R.O.W. is still present but has no surface structures. Utilities are present under this R.O.W, which are expected to be relocated during the remediation. In sum, all parcels that make up the Site are currently vacant from any tenants, with the exception of the WPHA Excess Property, on which WPHA Winbrook Apartment tenants still park. However, once the remediation commences these tenant's parking spaces will be relocated and this parcel will also become vacant.

C. Current Zoning and Land Use

The Site is currently located in a B-3 (Intermediate Business) and RM-0.35 (Residential Multi-Family) District. See Exhibit E - Zoning Map. Each of these Districts allows for the planned commercial parking garage use. However, the project still needed a special use permit and some dimensional variances for the 8 story plus one story below grade planned 9-story garage. All zoning approvals have been obtained for the garage project, and are also attached in Exhibit E. The Site is currently vacant, and the prior land uses are described above and below. The surrounding properties include: the White Plains Hospital to the south, the WPHA Winbrook Apartments residential affordable housing complex to the north, various commercial properties to the west with upper floor apartments, and Winchester Street followed by commercial properties to the east. The nearest residential area, the WPHA Winbrook residential affordable housing complex, is immediately north and adjacent to the Site.

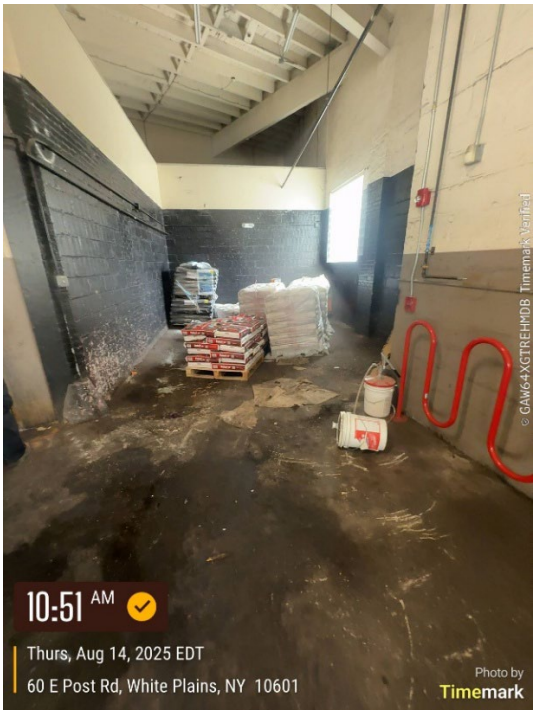
26 E. Post Road – This parcel is location of a Former Getty Gas Station that was owned by Singer Real Estate Group before the WPURA recently acquired this property for this BCP project. This property is currently a vacant lot primarily covered with grass and weeds, with small sections of the Former Getty Gas Station concrete pads and asphalt surfaces located near the southern and eastern edges along East Post Road and Brookfield Street. A six-foot chain-link security fence encloses this parcel.

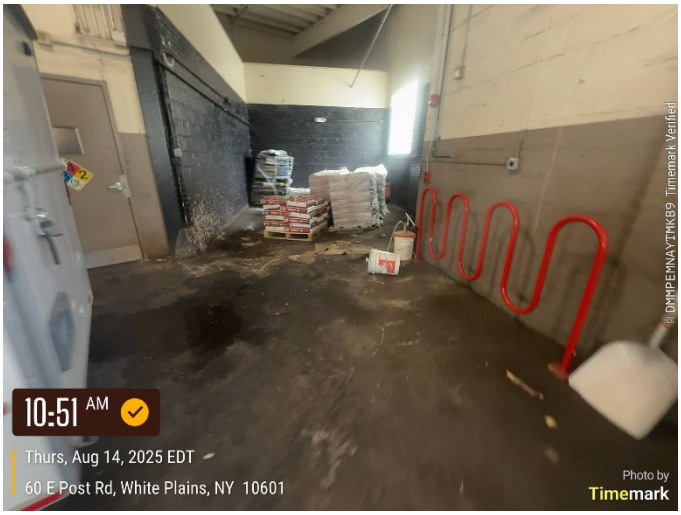
34 E. Post Road – This parcel is the location of the Former Marianina Gas Station a/k/a the BP/GasMart site, which was previously owned by Marianina Oil Corporation until 34 EPR, LLC recently acquired this property in 2022, and assumed liability for the spill remediation pursuant to terms in a September 2022 Amended Consent Order with the NYSDEC and a Bankruptcy Court Order after Marianina Oil Corporation went bankrupt. See Amended Consent Order in Exhibit O. The former gas station buildings were recently demolished by 34 EPR, LLC as part of the NYSDEC approved and January 2025 Revised RAWP prepared by Woodward & Curran. This parcel is enclosed by a six-foot chain-link fence.

Former 42 E. Post Road – This parcel is improved with a vacant single-story commercial building previously occupied by multiple tenants, but most recently known as the Medical Supply Building. The structure consists of four primary areas: loading bays, unfinished basement, laboratory, and office spaces. The loading area includes two (2) single-car bays with large garage doors and one grated floor drain. The concrete floor exhibited cracking and moderate staining during the SESI 2025 Phase I inspection. The basement contains a concrete floor in generally good condition with minor staining and chipping, as well as two (2) 275-gallon ASTs, one (1) sump, and miscellaneous storage. The former laboratory area is vacant and contains lavatories, storage cabinets, a wash sink, and a NuAire® Biological Safety Cabinet. Based on a waste storage area observed during the inspection, hazardous waste was historically transported offsite by Red Bags, a MedXwaste company. The former office spaces are vacant and include laminate flooring, lavatories, and desk areas.

Former 60 E. Post Road – The former Firestone Auto Repair property, a/k/a Firestone Complete Auto Care, features a two-story building with an auto repair shop, showroom, storage areas, break room, and partial basement. The shop historically contained hydraulic lifts, oil and chemical storage, compressors, and parts inventory, with minor floor staining noted. The basement has a

sump with minor oily residue. Please see photos below. Exterior areas include parking, sidewalks, dumpsters without leaks, and some scattered debris.





Portion of Brookfield Street – This parcel consists of a decommissioned portion of the Brookfield Street R.O.W., which will be the location of the future garage entrance even though the configuration of this former street will be moved and the utilities located thereunder are anticipated to be moved and relocated during the remediation. No structures are present.

D. Past Use of the Site

The Site's History, including the potential sources of the primarily petroleum related contamination and contaminated historic fill, is summarized below:

- The entire BCP Site appears to have been filled before development in the early 1930s.
- Past use of the 0.194 acre 26 East Post Road Former Getty Gas Station parcel (Section 130.27, Block 2, Lot 5) was a gas station from approximately 1930 to approximately the early 1990s, when it became vacant;
- The date that the 0.202-acre portion of the recently Discontinued Brookfield Street was created is not known, but likely was developed in the 1930s when the remaining and adjacent BCP Site parcels started to be developed;
- Past use of the 0.262 acre 34 East Post Road Marianina Gas Station parcel (Section 130.27, Block 2, Lot 4) was a gas station from approximately 1936 to approximately 2017, when it became vacant;
- Past uses of the former 42 East Post Road Former Medical Supply Building parcel (former Section 130.27, Block 2, Lot 3) were a large variety of commercial tenants, which are listed in the Previous and Current Owners and Operators List in Exhibit F. The first known tenant was Rice Bros. Motor Co. in 1936, and thereafter there were some auto related and medical supply tenants through end of 2024 when the WPURA acquired this parcel for this project.

- Past use of the former 60 East Post Road Former Firestone Auto Repair Site (former Section 130.27, Block 2, Lot 2) were residential houses until 1950, and then from 1950 until 2021 when the WPURA acquired this parcel, The Firestone Tire & Rubber Company, in addition to a few tire companies, operated at this parcel an auto repair and tire facility for 71 years; and
- The 1.059 acre WPHA Excess Property, which is a portion of WPHA's Winbrook Apartments, NY042000006, located at 223 Dr. Martin Luther King Jr. Boulevard (Section 125.83, Block 7, p/o/ Lot 1.1 of a larger 9.67 acre Lot) was occupied by a variety of residential property owners until 1950, when it was developed into a parking lot as part of the adjacent Winbrook Apartments affordable housing complex.

The historical owners and operators associated with the Site are further described below and in Exhibit F - Previous and Current Owners and Operators List.

E. Site Geology and Hydrogeology

The Site is relatively level with regional topography decreasing to the north. According to the United States Geological Survey (USGS) Glenville, New York, 2021 7.5-minute Series topographic map, the Site's topographic elevation is approximately 207 feet above mean sea level (msl).

According to a topographic survey, the Site is gently sloping, with grades ranging from elevation 200 to 204 in the northern half of the property, and from elevation 207 to 213 in the southern half of the property. A 5- to 6-foot-high embankment, running east - west, exists between the eastern portions of the northern and southern parts of the Site.

Based on the findings observed during previous investigations and a geotechnical investigation completed by SESI in 2025, the subsurface conditions at the Site generally consist of surficial fill, underlain by glacial till, over decomposed bedrock, over sound bedrock. The NY State Geologic Survey has mapped the Site bedrock as Inwood Marble ("Bedrock Geology of the White Plains 7.5-Minute Quadrangle," dated 2024). There are other bedrock types mapped very close-by, including Yonkers Gneiss, Manhattan Schist, and Phlogopitic Marble. The bedrock geology in this area is complicated by intense tectonic activity in the past, including contact zones and thrust faults. The following strata are described in the order of increasing depth.

Uncontrolled fills were encountered at the ground surface in most of the boring locations. The fill generally consists of a variable mixture of gravel, sand, silt, and clay, with some debris mixed in. The fill generally extends to a depth of 5 to 15 ft bgs. Glacial till is present throughout much of the Site below the uncontrolled fill. It typically exists as a wedge. It is approximately 10 to 17 feet thick at the east end of the Site and it pinches out (it is not present) at about the location of Brookfield Street. The glacial till consists of silty and gravelly sands and is in a dense to very dense condition. Where present, the glacial till directly overlies either decomposed bedrock or hard, sound bedrock.

Weathered and decomposed bedrock is present throughout much of the Site, and it is thickest towards the south. It is not present in the northern portion of the Site, where hard sound bedrock exists directly below the glacial till. The decomposed bedrock is weathered granite. It is in a very dense condition and was difficult to drill through. Samples obtained are silty and gravelly sands and are the result of the tricone bit grinding through the decomposed bedrock.

Three (3) different types of bedrock were encountered on this site during the geotechnical investigation: gneiss, schist, and granite. Inwood Marble, which is the mapped bedrock type, as not encountered. In the north and west portions of the site, competent bedrock consists of Fordham Gneiss, although in the northeast portion of the site, decomposed mica schist bedrock was encountered. In the southwest portion of the site, competent bedrock consists of Fordham Gneiss, but this changes to granite towards the east. In the east and southeast portions of the site, the competent bedrock includes granite, Fordham Gneiss, and mica schist. This tri-mixture of bedrock types in such a small area is a result of the intense tectonic activity in the past.

During the RI and previous investigations, groundwater was encountered in the overburden zone at approximately 5 to 7 ft bgs in temporary wells. Based on previous investigations, the inferred direction of groundwater flow generally follows the topography and is to the northerly direction across the Site.

F. Environmental Assessment

During the various past investigations of the BCP Site parcels, the following contaminants of concern were identified. In soil, mostly petroleum related volatile organic compounds (VOCs), PAH related semi- volatile organic compounds (SVOCs), heavy metals, and PFOS were detected in exceedance of the applicable Commercial Soil Cleanup Objective (CSCOs) and/or the Protection of Groundwater SCOs (POGWSCOs) as listed below.:

VOCs:

- 1,2,4-Trimethylbenzene was detected above the applicable SCOs in 30 samples, with a maximum concentration of 890 mg/kg in sample SB-10 (6-7.5 ft bgs)
- 1,3,5-Trimethylbenzene was detected above SCOs in 15 samples, with a maximum concentration of 190 mg/kg in sample SB-10 (6-7.5 ft bgs)
- Acetone was detected above SCOs in 11 samples, with a maximum concentration of 0.28 mg/kg in sample SB-2 (7.5-8.0 ft bgs)
- Benzene was detected above SCOs in 10 samples, with a maximum concentration of 2.4 mg/kg in sample SB-10 (6-7.5 ft bgs)
- Ethylbenzene was detected above SCOs in 17 samples, with a maximum concentration of 250 mg/kg in sample SB-10 (6-7.5 ft bgs)
- Naphthalene was detected above SCOs in 14 samples, with a maximum concentration of 110 mg/kg in sample SB-10 (6-7.5 ft bgs)[2]
- N-Butylbenzene was detected above SCOs in five (5) samples, with a maximum concentration of 37 mg/kg in sample SB-34 (10.5-11 ft bgs)
- N-Propylbenzene was detected above SCOs in 22 samples, with a maximum concentration of 150 mg/kg in sample SB-10 (6-7.5ft bgs)
- Toluene was detected above SCOs in five (5) samples, with a maximum concentration of 40 mg/kg in sample SB-04 (7-8 ft bgs)
- Total xylenes were detected above SCOs in 16 samples, with a maximum concentration of 370 mg/kg in sample SB-10 (6-7.5 ft bgs)

[2] Naphthalene can also be considered a SVOC but was discussed as a VOC in the 2025 RIR for soil and a SVOC for groundwater.

SVOC (particularly PAHs):

- Benzo(a)anthracene was detected at a maximum concentration of 10.0 mg/kg in sample SB-6 (10.5-11.0 ft bgs)
- Benzo(a)pyrene was detected at a maximum concentration of 8.5 mg/kg in sample SB-6 (10.5-11.0 ft bgs)
- Benzo(b)fluoranthene was detected at a maximum concentration of 12 mg/kg in sample SB-6 (10.5-11.0 ft bgs)
- Benzo(k)fluoranthene was detected at a maximum concentration of 2.6 mg/kg in sample SB-6 (10.5-11.0 ft bgs)
- Chrysene was detected at a maximum concentration of 8.9 mg/kg in sample SB-6 (10.5-11.0 ft bgs)
- Naphthalene was detected at a maximum concentration of 46 mg/kg in sample SB-2 (12.0-12.5 ft bgs)

Metals:

- Barium was detected at a maximum concentration of 1,100 mg/kg in sample SB-61 (1-2 ft bgs)
- Copper was detected at a maximum concentration of 348 mg/kg in sample SB-57 (1-2 ft bgs)
- Lead was detected at a maximum concentration of 2,520 mg/kg in sample SB-61 (1-2 ft bgs)
- Manganese was detected at a maximum concentration of 5,960 mg/kg in sample SB-57 (10-11 ft bgs)
- Mercury was detected at a maximum concentration of 1.8 mg/kg in sample SB-56 (1-2 ft bgs)

PFOS:

- PFOS was detected at concentrations exceeding the Protection of Groundwater Guidance Values in three (3) samples at depths ranging from 0.5 to 9.5 ft bgs in certain areas with a maximum concentration of 3.34 ppb in sample SB-21 (4.0-4.5 ft bgs).

In groundwater, petroleum related volatile organic compounds (VOCs), PAH related semi- volatile organic compounds (SVOCs), heavy metals, PCBs and PFAS compounds were detected in exceedance of the Ambient Water Quality Standards (AWQS) as follows:

VOCs:

- 1,2,4,5-Tetramethylbenzene was detected with a maximum concentration of 240 µg/l
- 1,2,4-Trimethylbenzene was detected at a maximum concentration of 5,900 µg/l
- 1,3,5-Trimethylbenzene was detected at a maximum concentration of 1,200 µg/l
- 2-Butanone (MEK) was detected at a maximum concentration of 60.7 µg/l
- Acetone was detected at a maximum concentration of 280 µg/l
- Benzene was detected at a maximum concentration of 710 µg/l
- Ethylbenzene was detected at a maximum concentration of 4,500 µg/l
- Isopropylbenzene was detected at a maximum concentration of 300 µg/l
- Naphthalene was detected at a maximum concentration of 1,300 µg/l
- n-Butylbenzene was detected at a maximum concentration of 93 µg/l
- n-Propylbenzene was detected at a maximum concentration of 530 µg/l
- o-Xylene was detected at a maximum concentration of 22,000 µg/l

- p/m-Xylene was detected at a maximum concentration of 8,900 µg/l
- Sec-Butylbenzene was detected at a maximum concentration of 52 µg/l
- Toluene was detected at a maximum concentration of 760 µg/l

SVOCs:
- Benzo(a)anthracene was detected at a maximum concentration of 6.5 µg/l
- Benzo(a)pyrene was detected at a maximum concentration of 4.8 µg/l
- Benzo(b)fluoranthene was detected at a maximum concentration of 6.4 µg/l
- Benzo(k)fluoranthene was detected at a maximum concentration of 2 µg/l
- Bis(2-ethylhexyl)phthalate was detected at a maximum concentration of 5.2 µg/l
- Chrysene was detected at a maximum concentration of 5.8 µg/l
- Diethyl phthalate was detected at a maximum concentration of 99 µg/l
- Hexachlorobenzene was detected at a maximum concentration of 0.04 µg/l
- Indeno(1,2,3-cd)pyrene was detected at a maximum concentration of 3 µg/l
- Naphthalene was detected at a maximum concentration of 1,700 µg/l
- Phenol was detected at a maximum concentration of 2 µg/l

Metals:
- Arsenic was detected at a maximum concentration of 66.56 µg/l in sample TW-3
- Barium was detected at a maximum concentration of 11,310 µg/l in sample TW-3
- Beryllium was detected at a maximum concentration of 28.7 µg/l in sample TW-14
- Cadmium was detected at a maximum concentration of 11.41 µg/l in sample TW-3
- Chromium was detected at a maximum concentration of 868.4 µg/l in sample TW-5
- Copper was detected at a maximum concentration of 10,300 µg/l in sample TW-3
- Iron was detected at a maximum concentration of 666,000 µg/l in sample TW-3
- Lead was detected at a maximum concentration of 4,517 µg/l in sample TW-5
- Magnesium was detected at a maximum concentration of 852,000 µg/l in sample TW-14
- Manganese was detected at a maximum concentration of 33,320 µg/l in sample TW-6
- Mercury was detected at a maximum concentration of 1.25 µg/l in sample TW-5
- Nickel was detected at a maximum concentration of 1,468 µg/l in sample TW-3
- Selenium was detected at a maximum concentration of 65.9 µg/l in sample TW-7
- Sodium was detected at a maximum concentration of 1,440,000 µg/l in sample TW-3
- Thallium was detected at a maximum concentration of 10.36 µg/l in sample TW-3
- Zinc was detected at a maximum concentration of 3,883 µg/l in sample TW-3

PCBs:
- One (1) PCB, Aroclor 1260, was detected at concentrations exceeding its respective AWQS of 0.9 µg/l in sample TW-7 at 0.238 µg/l

PFAS:
- PFOS was detected at a maximum concentration of 89.2 ppt
- PFOA was detected at a maximum concentration of 140 ppt

In soil vapor, the VOCs listed below were detected at concentrations exceeding their respective Decision Matrix thresholds to monitor or mitigate depending on indoor air concentration:

- 2,2,4-Trimethylpentane was detected at a maximum concentration of 1,070,000 µg/m^3 in sample SV-5
- Benzene was detected at a maximum concentration of 37,400 µg/m^3 in sample SV-5.
- Cyclohexane was detected at a maximum concentration of 447,000 µg/m^3 in sample SV 5.
- Ethylbenzene was detected at a maximum concentration of 28,900 µg/m^3 in sample SV 5.
- Heptane was detected at a maximum concentration of 852,000 µg/m^3 in sample SV-5.
- Hexane was detected at a maximum concentration of 2,490,000 µg/m^3 in sample SV-5.
- P/m-Xylene was detected at a maximum concentration of 25,300 µg/m^3 in sample SV-5.
- Tetrachloroethene was detected at a maximum concentration of 154 µg/m^3 in sample SV-2.

15-17. Regarding Questions 15-17 on the BCP Application Form:

There are no responses to question 15-17 on the BCP Application Form since this Site is not located in New York City.

SECTION II: PROJECT DESCRIPTION

1-3. Please refer to the BCP Application Form.

4. Short Project Description

The Planned redevelopment of the Site entails the construction of a 9-story garage (one story underground with an open air ramp and no heat but mechanical air ventilation system except in one small 950 square feet storage room in the basement level) and will be ground leased to developer LC Post Road Garage LLC.

Schedule – Commencement through COC

The garage project is behind schedule. As NYSDEC is aware, both the NYSDEC Amended Consent Order and a Court Stipulation and Order require 34 EPR, LLC to remediate the 34 E. Post Road parcel and a portion of the WPHA Excess Property. See Amended Consent Order in Exhibit O. Though the original deadline to complete the remediation pursuant to the Court Stipulation and Order was June 30, 2025, the parties have agreed to extend it to December 31, 2026. As a result, this BCP project must move forward at a faster than normal pace. However, there have been numerous investigations performed, and as a result, a January 2026 Remedial Investigation Report (RIR) and a February 2026 Remedial Action Work Plan (RAWP) have been submitted with this application. The team is hoping that the Letter of Completion can be issued no later than early June 2026 and that the 45-day comment period for application, RIR and RAWP can commence mid-June 2026 and concurrently run through the end of July 2026. The team would thereafter respectfully request the Brownfield Cleanup Agreement (BCA) to be sent by mid-August 2026. The goal is to commence any remaining site preparation activities via a Change of Use application and accompanying work plans, including demolition, commencement of the remaining support of excavation (SOE), and waste characterization required to commence the remediation soon after

the Site is in the BCA by late summer 2026. Any supplemental Remedial Investigation requested by the Department and edits to the RAWP would hopefully be provided during the 45-day comment period so that a revised RIR and RAWP can be submitted during the comment period and approved by the end of the comment period. The remedial work would commence as soon as the Decision Document is issued, hopefully no later than early-to-mid September 2026 and the remediation would commence immediately thereafter and run through early winter 2026 to early part of 2027. The goal would be to submit the Environmental Easement package by January 2027, and the Site Management Plan, and the Final Engineering Report by February 2027. The Certificate of Completion is anticipated to be issued on or before December 31, 2027.

5. Green and Sustainable Remediation (GSR)

Remedial Investigation (RI) /Remedial Action Work Plan (RAWP): During the course of the RI field activities and development of the RAWP, SESI considered NYSDEC DER-31 "Green Remediation" implementation objectives. The NYSDEC DER's approach to remediating sites in the context of the larger environment is a concept known as "Green Remediation". Green Remediation is defined in NYSDEC DER-31 as "the practice of considering all environmental effects of remedy implementation and incorporating options to minimize the environmental footprint of cleanup actions." The approach is intended to improve the overall sustainability of the remediation by promoting the use of more sustainable practices and technologies. Green Remediation practices and technologies are less disruptive to the environment, generate less waste, increase reuse and recycling, and emit fewer pollutants, including greenhouse gases, to the atmosphere. Green Remediation concepts and techniques considered during the remedial investigation included:

- Eliminated idling vehicles and equipment when possible; reducing emission of CO2, N2O, CH4, and other greenhouse gases contributing to climate change:
- Operation of VOC detectors to monitor and minimize VOC exposures: and
- Conducting sampling events planned simultaneously to maximize level of efforts while traveling to/from the Site (economy of scale implementing multiple sampling events) and use of mass transit to travel to the Site.

Remedial Design: A separate remedial design phase is not anticipated.

Remedial Action: Green remediation principles and techniques will be implemented to the extent feasible in the implementation of the remedy as per DER-31. The major green remediation components to be implemented are as follows:

- Consideration of the environmental impacts of treatment technologies and remedy stewardship over the long term and specify chemicals or agents, where applicable, that are not harmful or hazardous to aquatic environments and the subsurface, are readily biodegradable, and/or can help to improve site geochemical conditions;
- Reducing direct and indirect greenhouse gases and other emissions;
- Increasing energy efficiency and minimizing use of non-renewable energy;
- Conserving and efficiently managing resources and materials;
- Reducing waste, increasing recycling and increasing reuse of materials which would otherwise be considered a waste;

- Maximizing habitat value and creating habitat when possible;
- Fostering green and healthy communities and working landscapes which balance ecological, economic and social goals;
- Integrating the remedy with the end use where possible and encouraging green and sustainable re-development; and
- Additionally, to incorporate green remediation principles and techniques to the extent feasible in the future development at this site, including that any future on-site buildings shall be constructed, at a minimum, to meet the 2020 Energy Conservation Construction Code of New York (or most recent edition) to improve energy efficiency as an element of construction. (see below)

An environmental footprint analysis will be completed, which will use an accepted environmental footprint analysis calculator such as SEFA (Spreadsheets for Environmental Footprint Analysis, USEPA), SiteWiseTM (available in the Sustainable Remediation Forum [SURF] library) or similar Department accepted tool and construction considerations should reference NYSDEC standard specification 01 89 29-Green Remediation Practice and the associated Form A – Summary of Green Remediation Metrics will be used to track actual metrics for the footprint analysis. Contractors will also pay attention to the carbon emissions used in the material generation and transportation to reduce the carbon footprint and recycling applicability where possible. This extends to the use of drilling fluids that are biodegradable and chemicals that are not harmful or hazardous during site operations. Contractors will reference the ISS Factsheet provided by the NYSDEC when selecting materials, methods and general operations for this work.

Water consumption, greenhouse gas emissions, renewable and non-renewable energy use, waste reduction and material use will be estimated, and goals for the project related to these green and sustainable remediation metrics, as well as for minimizing community impacts, protecting habitats and natural and cultural resources, and promoting environmental justice, will be incorporated into the remedial design program, as appropriate. The project design specifications will include detailed requirements to achieve the green and sustainable remediation goals. Further, progress with respect to green and sustainable remediation metrics will be tracked during implementation of the remedial action and reported in the Final Engineering Report (FER), including a comparison to the goals established during the remedial design program.

Site Management: GSR will be incorporated into Site Management, to the extent required, including use of DEC's SMP template, resource and energy consumption reduction, waste minimization, and climate resiliency evaluation within Periodic Review Reports (PRRs). Further, progress with respect to green and sustainable remediation metrics will be tracked, and reported in PRRs, as part of the Site Management program, and opportunities to further reduce the environmental footprint of the project will be identified as appropriate.

Redevelopment: As a new garage project, the garage will be subject to all of the most rex\cent Building Code energy efficiency and green building requirements to the extent applicable. There will be solar panels on the roof to utilize green energy to help power the garage electricity.

6. Climate Change Screening or Vulnerability Assessment

Since the Site is entering the program at the Remediation Stage, therefore, a Climate Vulnerability Assessment has been included with the application in relation to the remediation. However, because the closest bodies of water to the Site are the Bronx River, located approximately 0.409 miles northwest from the Site and Bloomingdale Pond, which is approximately 0.620 miles east from the Site, and the Site is not located in a flood zone, the impacts from climate change should not have any significant impact on this Site. The proposed project which is an open air garage on the upper floors. The lowest underground level have floodproofing measures incorporated into the design, including sumps for the lowest level to avoid flooding. Please see Climate Vulnerability Assessment Section of the RAWP, which includes the following Assessment.

Damage from flooding or storm surge can include dislocation of soil and stockpiled materials, dislocation of site structures and construction materials and equipment, and dislocation of support of excavation structures. Damage from wind during an extreme storm event can create unsafe or unstable structures, damage safety structures and cause downed power lines creating dangerous site conditions and loss of power. In the event of emergency conditions caused by an extreme storm event, the Applicants will undertake the following steps for Site preparedness prior to the event and response after the event.

Storm Preparedness
Preparations in advance of an extreme storm event will include the following: containerized hazardous materials and fuels will be removed from the property; loose materials will be secured to prevent dislocation and blowing by wind or water; heavy equipment such as excavators and generators will be removed from excavated areas, trenches and depressions on the property to high ground or removed from the property; an inventory of the property with photographs will be performed to establish conditions for the Site and equipment prior to the event; stockpile covers for soil and fill will be secured by adding weights such as sandbags for added security and worn or ripped stockpile covers will be replaced with competent covers; stockpiled hazardous wastes will be removed from the property; stormwater management systems will be inspected and fortified, including, as necessary: clean and reposition silt fences, hay bales; clean storm sewer filters and traps; and secure and protect pumps and hosing.

Storm Response
At the conclusion of an extreme storm event, as soon as it is safe to access the Site, a complete inspection of the property will be performed. A Site inspection report will be submitted to NYSDEC at the completion of site inspection and after the site security is assessed. Site conditions will be compared to the inventory of Site conditions and material performed prior to the storm event and significant differences will be noted. Damage from storm conditions that result in acute public safety threats, such as downed power lines or imminent collapse of buildings, structures or equipment will be reported to public safety authorities via appropriate means such as calling 911. Petroleum spills will be reported to NYSDEC within 2 hours of identification and consistent with State regulations. Public safety structures, such as construction security fences will be repaired promptly to eliminate public safety threats. Debris will be collected and removed.

Dewatering will be performed in compliance with existing laws and regulations and consistent with emergency notifications, if any, from proper authorities. Eroded areas of soil including unsafe slopes will be stabilized and fortified. Dislocated materials will be collected and appropriately managed. Support of excavation structure will be inspected and fortified as necessary. Impacted stockpiles will be contained and damaged stockpile covers will be replaced. Stormwater control systems and structures will be inspected and maintained as necessary.

If soil or fill materials are discharged off site to adjacent properties, property owners and NYSDEC will be notified, and corrective measure plan designed to remove and clean dislocated material will be submitted to NYSDEC and implemented following approval by NYSDEC and granting of site access by the property owner. Impacted offsite areas may require characterization based on site conditions, at the discretion of NYSDEC.

If any new on-Site petroleum spills are identified, a qualified environmental professional will determine the nature and extent of the spill and report to NYSDEC's spill hotline at (800) 457-7362 within statutory defined timelines. If the source of the spill is ongoing and can be identified, it should be stopped if this can be done safely. Potential hazards will be addressed immediately, consistent with guidance issued by NYSDEC.

Storm Response Reporting
A Site inspection report will be submitted to NYSDEC at the completion of site inspection. An inspection report will be used for this purpose. Site conditions will be compared to the inventory of site conditions and material performed prior to the storm event and significant differences will be noted. The Site inspection report will be sent to the NYSDEC project manager and will include the site name, address, tax block and lot, site primary and alternate contact name and phone number.

Damage and soil release assessment will include: whether the project had stockpiles; whether stockpiles were damaged; photographs of damage and notice of plan for repair; report of whether soil from the site was dislocated and whether any of the soil left the site; estimates of the volume of soil that left the site, nature of impact, and photographs; description of erosion damage; description of equipment damage; description of damage to the remedial program or the construction program, such as damage to the support of excavation; presence of onsite or offsite exposure pathways caused by the storm; presence of petroleum or other spills and status of spill reporting to NYSDEC; description of corrective actions; schedule for corrective actions. This report should be completed and submitted to NYSDEC project manager with photographs within 24 hours of the time of safe entry to the property after the storm event.

SECTION III: ECOLOGICAL CONCERNS

1-3. Please refer to the BCP Application Form

4. Fish and Wildlife Resources Impact Analysis Part I (FWRIA Part I).

The RIR concluded that the Site does not contain any ecologically sensitive resources or nearby fish or wildlife receptors, and hence the Site's contamination is not expected to have any impacts

on any ecological resources. This Site is located in a highly urbanized area, which is not located near an active fish or wildlife habitat. RIR Section 6.3 Fish and Wildlife Impact Analysis Section now attaches the Fish & Wildlife Resources Impact Analysis Part 1. Even though the Bronx River is less than a ½ mile away (i.e. approximately 0.409 miles northwest from the Site), the Site is not located in a flood zone, will be connected to municipal stormwater systems to control stormwater runoff and is still too far away to have any impact on ecologically sensitive resources or fish or wildlife receptors. Hence, the Site's current contamination is not expected to have any impacts on any ecological resources and will be remediated to avoid any potential impacts.

The DEC Environmental Resource Mapper, located at the link below, does not identity any significant natural communities or rare plants or animals in the vicinity of the Site.
https://gisservices.dec.ny.gov/gis/erm/?_gl=1*faquhx*_ga*MTA0MDU5ODAxMi4xNjk2NTEwOTc0*_ga_QEDRGF4PYB*MTc0MTExNDEwMy4xNTkuMS4xNzQxMTE1MzUxLjAuMC4w

SECTION IV: LAND USE FACTORS

1. Current Zoning

The Site is within the B-3 (Intermediate Business) and RM-0.35 (Residential Multi-Family) Zoning Districts. See Exhibit E - Zoning Map. Each of these Districts allows for the planned commercial parking garage use. However, the project needed a special use permit and some dimensional variances for the 9 story (including one story below grade) planned garage. All zoning approvals have been obtained for the garage project and are also attached in Exhibit E. The Site is currently vacant with the exception of continued parking on WPHA Excess Property, and the prior land uses are described above and below.

2. Allowed Uses

The B-3 (Intermediate Business) and RM-0.35 (Residential Multi-Family) Zoning Districts each allow for the proposed garage use.

3-4. Current Use

This Site is currently vacant with the exception of continued parking on WPHA Excess Property. Each parcel, other than the WPHA Excess Property, became vacant during various points in time. The 26 E. Post Road parcel became vacant in the 1990s. The 34 E. Post Road parcel became vacant in 2017 after the last owner Marianina Oil Corporation went bankrupt. The former 42 E. Post Road parcel became vacant in December 2024 when the WPURA acquired this parcel. The former 60 E. Post Road parcel became vacant in 2021 when the WPURA acquired this parcel. The WPHA Excess Property is still being used, as it has been, since the 1950s until the present as a parking lot area. These parking spaces will be temporarily displaced during the remediation and redevelopment project and then replaced post development. At its meeting of October 6, 2025, the White Plains Common Council adopted Local Law No. 4, entitled "A Local Law Authorizing the Discontinuance of Brookfield Street and the Sale of Such Lands Associated Therewith," (the "Local Law"), which Local Law authorized the discontinuance of Brookfield Street as a right-of-way of the City of White Plains.

5. Intended Use Post Remediation

After the remediation, the Site will be used for a 9-story commercial garage use.

6. Post Remediation Use

Post remediation use of the Site entails a 9-story commercial garage use.

7. Renewable Energy Facility

The proposed post-remediation use is not a renewable energy facility.

8. Do current historical and/or recent development patterns support the proposed use?

Yes, current, historical and/or recent development patterns support the proposed use.

9. Is the proposed use consistent with applicable zoning laws/maps?

Yes, the project is consistent with the City of White Plains zoning laws and map.

10. Consistent with the Master Plan?

Yes, the project is consistent with the City of White Plains "One White Plains" Comprehensive Plan adopted in June 2024 the Master Plan, which intends to facilitate the expansion of the White Plains Hospital and the renovation of the WPHA affordable housing complex. See Exhibit E - WP Special Use Permit and Site Plan Approval Resolution, which indicates that this project is consistent with this Master Plan.

SECTION V: CURRENT AND HISTORICAL PROPERTY OWNER AND OPERATOR INFORMATION

The owners of the Site are listed in the table below:

Parcel Address	Owner and Contact Information	Ownership Start Date
Dr. Martin L. King, Jr. Blvd. 125.83-7-1.1 WPHA Excess Property	White Plains Housing Authority Attn: Denise Brook-Jones, Executive Director 223 Dr. Martin L. Kings, Jr. Blvd. White Plains, New York 10601 (914) 949-6462 dbrooks@wphany.com	05/19/1982
26 E. Post Road 130.27-2-5 Former Getty Gas Station	East Post Road LLC (same as this Requestor)	05/04/2026
34 E. Post Road 130.27-2-4 Marianina Gas Station	East Post Road LLC (same as this Requestor)	05/04/2026

42 E. Post Road (f/k/a 42 & 60 E. Post Rd) 130.27-2-2.1 Former Medical Supply Building Former Firestone Auto Repair Site	East Post Road LLC (same as this Requestor)	05/04/2026
Discontinued Brookfield Street	East Post Road LLC (same as Requestor)	05/04/2026

See Exhibit G – Deeds and Chain of Title Report for additional information.

Requestors LC Post Road Garage LLC and LC Post Road Garage Holdings LLC are not owners of the Site. Requestor 34 EPR, LLC, was the former owner of 34 E. Post Road (Lot 4), from September 9, 2022, until May 4, 2026, when the property was transferred to Requestor East Post Road LLC. As of May 4, 2026, East Post Road LLC is now the owner of 26 E. Post Road (Lot 5), 34 E. Post Road (Lot 4), 42 E. Post Road (Lot 2.1) and Brookfield Street. The White Plains Housing Authority is the current owner of the Dr. Martin L. King, Jr. Blvd. (Lot 1.1). See Exhibits G – Deeds and Chain of Title Report. The Requestors have received a temporary license from the Owners to access the property to perform investigation and remediation work required by the BCP. See Exhibit H - Site Access Agreements.

The Previous and Current Owner and Operator list is attached in Exhibit F. This Exhibit includes both current and previous property owners and operators by name, last known address, telephone number, and the Requestor's relationship to each owner and operator (all of which are "None"). Exhibit F also includes the prior operators' use of the Site.

SECTION VI: PROPERTY'S ENVIRONMENTAL HISTORY

1. List of Environmental Reports

The following is the list of environmental reports for the Site separately attached:

1. July 2015 Remedial Action Summary Report prepared by Tyree Environmental Corp. for Getty Realty Corp. (Getty Station #00369/26 E. Post Road)
2. November 2016 Remedial Investigation Report (RIR") completed by First Environment, Inc. for the White Plains Housing Authority ("WPHA")
3. March 2017 Subsurface Investigation Report prepared by HydroEnvironmental Solutions, Inc ("HES") for Mariania Oil Corp. (Marianina Gas Station/34 E. Post Road)
4. January 2019 Remedial Action Work Plan ("RAWP") prepared by GZA GeoEnvironmental of New York for Papitto Construction Co., Inc. (34 E. Post Road)
5. May 2019 Expert Reports by Heather Cloud, PG for the litigation WPHA v. BP Products North American Inc., Marianina Oil Corp., and Atlantic Richfield Company
6. September 2021 RAWP prepared by HES for the Marianina Gas Station Spill approved by NYSDEC and attached to the Consent Order Marianina signed with the NYSDEC
7. June 2021 Phase I Environmental Site Assessment ("ESA") prepared by Barton & Loguidice, D.P.C. for the City of White Plains (26-28 E. Post Road, 34 E. Post Road, 42 E. Post Road, 60 E. Post Road, and the WPHA property)

8. 2022 Subsurface Investigation completed by Woodard & Curran including 34 East Post Road, and part of the WPHA property north of the Marianina Gas Station and north of the Former Getty Gas Station [NO SEPARATE REPORT – RESULTS IN THE JAN. 2025 RAWP BELOW]
9. Stipulation of Settlement and Order, *WPHA v. 34 EPR, LLC, No. 17-cv-6250 (S.D.N.Y. June 23, 2023)*
10. January 2025 Revised RAWP prepared by Woodard & Curran (W&C) for 34 East Post Road LLC (Marianina Gas Station/34 E. Post Road) - Replaced the September 2021 HES RAWP Consent Order Marianina signed with the NYSDEC
11. September 2025 SESI Geotechnical Report
12. September 2025 Geophysical Investigation Report prepared by Coastal Environmental Solutions, Inc. for SESI Consulting Engineering (WPHA Excess Property)
13. January 2026 SESI Phase I ESA at the BCP Site for the BCP Requestors
14. May 2026 SESI Remedial Investigation Report for the BCP Requestors
15. May 2026 SESI Remedial Action Work Plan for the BCP Requestors
16. December 2025 W&C Spill Remedial Activities at 34 EPR Property; September-November 2025 NYSDEC Spill No. 16-08934

2. Sampling Data

See Exhibit I - Spider Maps which include sampling data summaries.

3. Environmental Assessment

Based on the investigations conducted to date, the primary contaminants of concern are as follows:

Petroleum-impacted soil and fill with VOCs and SVOCs at concentrations above the CCUSCOs and/or PGWSCOs were identified at depths up to 11 ft bgs. Soil and fill with non-petroleum VOCs, SVOCs, pesticides, PCBs, metals, and/or PFAS impacts at concentrations above CCUSCOs and/or PGWSCOs were identified at depths up to 11 ft bgs.

Groundwater impacted by VOCs, SVOCs, metals, PCBs, and/or PFAS with concentrations exceeding the applicable AWQSs was identified in each of the 18 wells sampled during the 2025 RI.

Soil vapor impacted by petroleum-related VOCs with concentrations exceeding their respective NYSDOH Decision Matrix thresholds to monitor or mitigate were identified in two (2) soil vapor samples. The Exhibit I Site Drawing Spider Maps include all of the exceedances summarized from the most recent 2025 RIR and prior investigations.

Soil:

Analytes > CSCOs	Detections > CSCOs	Detections > POGWSCOs	Number of Samples Collected (As displayed on Spider Map) Approx.	Maximum Detection (mg/kg)	CSCO (mg/kg)	POGW SCOs (mg/kg)	Depth (ft-bgs)	Sample ID
VOCs								
1,2,4-Trimethylbenzene	1	29	104	890	500	5.9	6-7.5	SB-10
1,3,5-Trimethylbenzene	0	17	104	190	500	3.1	6-7.5	SB-10
Acetone	0	15	104	0.28	500	0.03	7.5-8	SB-2
Benzene	0	10	104	2.4	20	0.06	6-7.5	SB-10
Ethylbenzene	0	17	104	250	390	1	6-7.5	SB-10
n-Butylbenzene	0	3	104	37	500	18	10.5-11	SB-34
n-Propylbenzene	0	22	104	150	500	5	6-7.5	SB-10
Naphthalene	0	11	104	110	500	12	6-7.5	SB-10
Toluene	0	5	104	40	500	0.7	7-8	SB-04
Xylene	0	19	104	370	500	1.2	6-7.5	SB-10
SVOCs								
Benzo(a)anthracene	0	6	104	10	37	1	10.5-11	SB-6
Benzo(a)pyrene	3	0	104	8.5	3.7	22	10.5-11	SB-6
Benzo(b)fluoranthene	0	8	104	12	37	2.1	10.5-11	SB-6
Benzo(k)fluoranthene	0	1	104	2.6	47	2	10.5-11	SB-6
Chrysene	0	11	104	8.9	47	1	10.5-11	SB-6
Naphthalene	0	6	104	46	500	12	12-12.5	SB-2
Metals								
Barium	2	1	104	1,010	410	820	2,5-3	SB-61
Copper	2	0	104	348	280	1720	1-2	SB-57
Lead	4	12	104	2,520	1,000	450	2.5-3	SB-61
Manganese	0	1	104	5,960	10,000	2,000	10-11	SB-57
Mercury	3	4	104	1.8	2.8	0.73	1-2	SB-56
PFAS								
PFOS	0	3	104	0.00334	0.44	0.001	4-4.5	SB-21

Groundwater:

Analyte > AWQS	Detections > AWQS	Number of Samples Collected (As displayed on Spider Map) Approx.	Max Detection (µg/L)	AWQS (µg/L)
VOCs				
1,2,4,5 – Tetramethylbenzene	11	34	240	5
1,2,4 – Trimethylbenzene	9	34	5,900	5
1,3,5 – Trimethylbenzene	9	34	1,200	5
2-Butanone (MEK)	1	34	60.7	50
Acetone	5	34	280	50
Benzene	8	34	710	1
Ethylbenzene	9	34	4,500	5
Isopropylbenzene	10	34	300	5
Naphthalene	12	34	1,300	10
n-Butylbenzene	10	34	93	5
n-Propylbenzene	9	34	530	5
o-Xylene	4	34	2,200	5
p/m-Xylene	6	34	8,900	5
sec-Butylbenzene	11	34	52	5
Toluene	2	34	760	5
SVOCs				
Benzo(a)anthracene	23	34	6.5	0.002
Benzo(a)pyrene	16	34	4.8	0.002
Benzo(b)fluoranthene	21	34	6.4	0.002
Benzo(k)fluoranthene	18	34	2	0.002
Bis(2-ethylhexyl)phthalate	2	34	5.2	5
Chrysene	21	34	5.8	0.002
Diethyl phthalate	1	34	99	50
Hexachlorobenzene	1	34	0.04	0.04
Indeno(1,2,3-cd)pyrene	18	34	3	0.002
Naphthalene	10	34	1,700	10
Phenol	1	34	2	1
PFAS				
PFOS	7	34	0.0892	0.0027
PFOA	8	34	0.14	0.0067
PCBs				
Aroclor 1260	1	34	0.238	0.09
Metals				
Arsenic, Total	3	34	66.56	25
Barium, Total	4	34	11,310	1,000
Beryllium, Total	10	34	28.7	3
Cadmium, Total	3	34	11.41	5
Chromium, Total	5	34	868.4	50

Copper, Total	3	34	10,300	200
Iron, Total	8	34	666,000	300
Lead, Total	8	34	4517	25
Magnesium, Total	15	34	852,000	35,000
Manganese, Total	8	34	33,320	300
Mercury, Total	1	34	1.25	0.7
Nickel, Total	3	34	1,468	100
Selenium, Total	5	34	65.9	10
Sodium, Total	8	34	1,440,000	20,000
Thallium, Total	4	34	10.36	0.5
Zinc, Total	4	34	3,883	2,000

Soil Vapor:

Analyte	Total Detections	Number of Samples Collected (As displayed on Spider Map) Approx.	Max Detections ($\mu g/m^3$)	NY-SSC-A-F ($\mu g/m^3$)	Type
VOCs					
2,2,4-Trimethylpentane	1	2	1,070,000	60	Soil Vapor
Benzene	1	2	37,400	60	Soil Vapor
Cyclohexane	1	2	447,000	60	Soil Vapor
Ethylbenzene	1	2	28,900	60	Soil Vapor
Heptane	1	2	852,000	200	Soil Vapor
n-Hexane	1	2	2,490,000	200	Soil Vapor
p/m-Xylene	1	2	25,300	200	Soil Vapor
Tetrachloroethene	1	2	154	100	Soil Vapor

4. Past Land Use

1. Past Use of the Site

The Site's History, including the potential sources of the primarily petroleum related contamination and contaminated historic fill, is summarized below:

- The entire Site appears to have been filled with contaminated before development in the early 1930s.
- Past use of the 0.194-acre 26 East Post Road Former Getty Gas Station parcel (Section 130.27, Block 2, Lot 5) was a gas station from approximately 1930 to approximately the early 1990s, when it became vacant. This use led to petroleum related contamination on and off of this parcel migrating north onto the WPHA Excess Property.
- The date that the 0.202-acre portion of the recently Discontinued Brookfield Street was created is not known, but likely was developed in the 1930s when the remaining BCP Site parcels started to be developed. The investigations reveal that contamination is present under Brookfield Street as a result of both the Former Getty Gas Station petroleum releases and the Marianina Gas Station Site petroleum releases;

- Past use of the 0.262-acre 34 East Post Road Marianina Gas Station parcel (Section 130.27, Block 2, Lot 4) was a gas station from approximately 1936 to approximately 2017, when it became vacant. This parcel has an open spill that has caused petroleum related contamination.
- Past uses of the former 42 East Post Road Former Medical Supply Building parcel (former Section 130.27, Block 2, Lot 3) were a large variety of commercial tenants, which are listed in the Previous and Current Owners and Operators List in Exhibit F. The first known tenant was Rice Bros. Motor Co. in 1936, and thereafter there were some auto related and medical supply tenants through end of 2024 when the WPURA acquired this parcel for this project. These uses led to petroleum related contamination and contaminated historic fill is also present.
- Past use of the former 60 East Post Road Former Firestone Auto Repair Site (former Section 130.27, Block 2, Lot 2) were residential houses until 1950, and then from 1950 until 2021 when the WPURA acquired this parcel, The Firestone Tire & Rubber Company, in addition to a few tire companies operated at this parcel an auto repair and tire facility for 71 years. These uses led to petroleum related contamination and contaminated historic fill is also present.
- The 1.059 acre WPHA Excess Property, which is a portion of WPHA's Winbrook Apartments, NY042000006, located at 223 Dr. Martin Luther King Jr. Boulevard (Section 125.83, Block 7, p/o/ Lot 1.1 of a larger 9.67 acre Lot) was occupied by a variety of residential property owners until 1950 when it was developed with the existing Winbrook Apartments affordable housing complex. The contamination on this parcel suggests that at least this area may have been filled with historic fill soil before it was developed into a parking lot since there are exceedances above the CSCOs and POGWSCOs. See Soil Spider Map in Exhibit I.

The historical owners and operators associated with the Site are further described below and in Exhibit F - Previous and Current Owners and Operators List.

2. <u>Past Investigations Related to Uses and Environmental Conditions that Led to the Submission of this Application.</u>

1. July 2015 Remedial Action Summary Report prepared by Tyree Environmental Corp. for Getty Realty Corp. (Getty Station #00369/26 E. Post Road) – This was the final report that was identified regarding this parcel, which documented the remaining contamination on this parcel after the spill remediation was performed. Multiple investigations and remedial activities were previously conducted at this parcel, which housed a former Getty Gas Station property, under NYSDEC Spill No. 97-13110. Initial assessments in 1998 and 2000 identified petroleum hydrocarbon impacts above regulatory standards, leading to the installation of a Dual Phase High Vacuum Extraction (DPHVE) system in 2002, which operated until 2007, and which was supplemented by Enhanced Vapor/Fluid Recovery through 2009. Subsequent investigations between 2010 and 2014, including subsurface delineations, pilot studies, and pre-excavation assessments, continued to document VOC exceedances in soil and groundwater both on-site and migrating toward the adjoining WPHA property. Under a 2013 Consent Order, remedial excavation was performed in 2015, resulting in the removal of approximately 5,490 tons of petroleum-impacted soils and treatment/disposal of more than 81,500 gallons of contaminated groundwater.

Despite the extensive spill cleanup conducted over a period of a number of years, which first used in situ remediation techniques and then some soil excavation and dewatering on both this parcel and north of the parcel on the WPHA Excess Property, VOC concentrations in excess of CP-51 SCOs were left in place in 6 shallow endpoint samples because the structural integrity of the excavation and safety concerns determined that additional material could not be removed from these six locations without risking harm to the structures and safety of the construction workers. There were also some exceedances in endpoint samples and in groundwater over the TOGS AWQS. However, the report concluded that due to the relatively thin impacted soil material identified in the 6 sidewall samples, these locations were not indicative of a large quantity of remaining impacted material and that groundwater would be monitored.

However, an RIR prepared for the WPHA (see final November 2016 RIR summarized below) on their adjacent property to the north of this Site indicated that petroleum compounds persisted in soil and groundwater emanating from the Former Getty Gas Station Site and that remediation was not completed at this location. The persistence of residual petroleum, unresolved contamination on the Former Getty Gas Station Site, and an off-site plume make this parcel eligible for the BCP, as more recently confirmed by 2025 RIR data.

2. November 2016 Remedial Investigation Report completed by First Environment, Inc. for the White Plains Housing Authority ("WPHA") – A Remedial Investigation (RI) was conducted by First Environment, Inc. on behalf of the WPHA in 2015 and 2016 at portions of WPHA property (223 Dr. Martin Luther King, Jr. Blvd) to evaluate potential contaminant migration from the Former Getty Gas Station parcel (26 East Post Road) and the Marianina Gasoline Station parcel (34 East Post Road) onto WPHA property. RI activities included soil borings, soil sampling, installation of permanent monitoring wells, and groundwater sampling of the installed wells. Analytical results identified VOCs in soil exceeding NYSDEC soil cleanup level (SCLs) for gasoline-contaminated soils. Specifically, 1,2,4-trimethylbenzene, ethylbenzene, m&p-xylenes, n-propylbenzene, o-xylene and total xylenes were detected at concentrations exceeding NYSDEC soil cleanup levels. Petroleum-related VOCs were also identified at concentrations exceeding NYSDEC Ambient Water Quality Standards (AWQS)s in multiple monitoring wells and the off-site plumes of petroleum onto the WPHA Excess Property also remain unaddressed, which make the WPHA Excess Property eligible for the BCP along with the historic fill present. This is confirmed by 2025 RIR data.

In addition, this report discusses the November - December 2014 Tyree Environmental investigation of the former Getty Gas Station, during which two temporary wells were installed in the sidewalk of Brookfield Street, immediately adjacent (approximately five feet) from the Marianina Gas Station site and groundwater samples obtained from those temporary wells showed elevated levels of gasoline related compounds in excess of the applicable NYSDEC AWQS. These investigation results make the Discontinued Brookfield Street eligible for the BCP, as more recently confirmed by 2025 RIR data.

3. March 2017 Subsurface Investigation Report prepared by HydroEnvironmental Solutions, Inc ("HES") for Mariania Oil Corp. (Marianina Gas Station/34 E. Post Road) - After the 2016 First Environment RIR was given to NYSDEC, and after the off-site investigation was performed on the Getty Gas Station in relation to their Spill No. 97-13110, which showed that

there was contamination emanating from the western side of the Marianina Gas Station Site toward the Getty Gas Station parcel under Brookfield Street, NYSDEC entered into its first Consent Order with Marianina Oil Corp. (Marianina) in 2017 ("2017 Order") in relation to Spill No. 16-08934, which Spill Number is still open. An investigation by HydroEnvironmental Solutions (HES) was performed on behalf Marianina, which confirmed petroleum-related impacts in soil and groundwater on the Site and recommended soil excavation and long-term groundwater monitoring. The results of this investigation were as follows:

- Soil screening laboratory analyses completed during SI activities at the subject property indicate that petroleum impacts exist in soil and groundwater related to gasoline and not diesel fuel.
- Concentrations of ethylbenzene (32,000 µg/kg), isopropylbenzene (4,500 µg/kg), n-propylbenzene (18,000 µg/kg), 1,2,4-trimethylbenzene (16,000 µg/kg), and xylene (11,200 µg/kg) exceeded their respective UUSCOs in soil sample GB-3 TW(4-8)
- Concentrations of n-propylbenzene (6,000 µg/kg), 1,2,4-trimethylbenzene (37,000 µg/kg), 1,3,5-trimethylbenzene (9,500 µg/kg), and xylenes (6,400 µg/kg) exceeded their respective UUSCOs in soil sample GB-7 (8-12);
- Concentrations of lead were detected in soil samples GB-3 TW (4-8) (4 µg/kg), GB-6 (4-8) 9.39 µg/kg and GB-7 (8-12) (3.96 µg/kg), which are below the UUSCO of 63 µg/kg;
- The results of the groundwater samples, specifically in temporary well GB-1, indicated significant concentrations of VOCs and SVOCs above their respective AWQS.

There was allegedly another 2018 Consent Order ("2018 Order"), likely to perform the remediation, but Marianina did not subsequently implement the HES recommended remedial work. Marianina filed bankruptcy in 2020 in the middle of the Department's enforcement action for failing to comply with the 2017 Order and 2018 Order. NYSDEC then entered into a new 2021 Order on Consent Case No. SPILLS 16-08934.11.2018 with the Marianina in August, 2021 ("2021 Order") to resolve open violations from the prior 2017 Order, in which Marianina agreed to remediate the contamination pursuant to an approved workplan attached to and incorporated into the 2021 Order (the "September 2021 HES Workplan"), which is described below, and to treat the remediation as a priority in the eventual Bankruptcy Plan.

4. January 2019 Remedial Action Work Plan ("RAWP") prepared by GZA GeoEnvironmental of New York for Papitto Construction Co., Inc. (34 E. Post Road) –
GZA prepared this Remedial Action Work Plan (GZA RAWP) on behalf of Papitto Construction Co. Inc. (referred to therein as a "Remedial Contractor"). Presumably Marianina Oil Corp. had hired both GZA and Papitto to prepare this preliminary GZA RAWP. GZA proposed to remediate the spill by removing the accessible petroleum-contaminated material (soil and groundwater) that is encountered to the extent practical. However, GZA noted that the excavation of contaminated soil had to be limited to avoid undermining the on-Site building. As part of the remedial action, the USTs, fuel lines and pump islands would be removed by the Remedial Contractor, which would permanently remediate these potential petroleum sources and to document the potential for adjacent, off-Site impacts. Groundwater was proposed to be managed in the excavation and removed, as needed, using a vacuum truck operated by a properly licensed transporter capable of evacuating and properly disposing of petroleum impacted groundwater under a manifest at a treatment facility permitted to take petroleum-impacted groundwater. This GZA RAWP was not implemented.

***5. May 2019 Expert Reports by Heather Cloud, PG for the litigation WPHA v. BP Products North American Inc., Marianina Oil Corp., and Atlantic Richfield Company,* Docket No. 17-cv-6250 (S.D.N.Y.) –** In the interim, litigation was commenced by the WPHA against Marianina, BP Products North America Inc. ("BP"), and Atlantic Richfield Company (Atlantic"). Heather Cloud, PG was hired as an expert by BP and Atlantic to evaluate the contamination that WPHA claimed was still migrating onto the WPHA property from the Former Getty Gas Station and the Marianina Gas Station. Primarily, Ms. Cloud concluded that:

- There is no evidence that Sinclair's and/or BP's operations at the Marianina Property prior to 1984 caused any environmental contamination at the WPHA Property because the data supported a post-1987 release based on the presence of MTBE and lack of sufficient evidence of a release of leaded gasoline.
- Groundwater flow direction is predominately to the northwest with some variation.
- Dissolved-phase plumes from the Marianina Property and the Getty Site have migrated to the WPHA Property and comingled, but she also noted that the 2000 spill on the WPHA property may not have been fully remediated and post remediation sampling methodologies were not consistent.
- A No Further Action can be obtained from the NYSDEC without extensive soil removal from the WPHA Property.
- Contaminants on the WPHA Property do not pose an imminent and substantial endangerment to human health or the environment.

WPHA subsequently settled with BP and Atlantic. However, on August 27, 2020, the United States District Court for the Southern District of New York granted summary judgment against Marianina on all issues, including the issue of liability, including liability under the Resource Conservation and Recovery Act, the New York Navigation Law, and negligence, private nuisance, and trespass under New York law. The Court concluded that the environmental contamination on the WPHA Property emanating from the Marianina Property does pose an imminent and substantial endangerment to human health and the environment. In September 2020, Marianina filed for bankruptcy under Chapter XI of the Bankruptcy Code. On December 16, 2022, the United States District Court for the Southern District of New York entered an order substituting 34 EPR, LLC for Marianina as the defendant.

***6. September 2021 Remedial Action Work Plan ("RAWP") prepared by HES (Marianina Gas Station/34 East Post Road) Approved by NYS Department of Environmental Conservation ("NYSDEC") and attached to the Consent Order Marianina signed with the NYSDEC* –** Pursuant to the new 2021 Consent Order, Marianina agreed to set aside a purchase price anticipated to be paid at this time by the White Plains Urban Renewal Agency (WPURA) in order to facilitate the construction of a new municipal garage needed for the WP Hospital and surrounding area to address the remediation called for in the September 2021 Remedial Action Work Plan, which became an enforceable part of the 2021 Order once it was approved by NYSDEC. This September 2021 RAWP was based on the November 2016 First Environment RIR, the HES 2017 Subsurface Investigation Report, the 2019 Heather Cloud expert reports, comments received by First Environment on the draft version of this RAWP, the Opinion and Order on Summary Judgment by Judge Nelson Román dated August 27, 2020 in the related litigation, *White Plains Housing Authority v. BP Products North America Inc., Marianina Oil Corp., and Atlantic*

Richfield Co., No. 17-cv-06250 ("Román Decision") and the Conceptual Plans prepared by the WPURA for the garage ("Garage Concept Plans"), which at that time described the basic footprint and areas of excavation of proposed parking garage to be constructed after the anticipated acquisition site by the WPURA.

Due to Marianina's bankruptcy, but also the planned garage, this Workplan presented two remedial options. Option 1 was to implement the Department's approved September 2021 RAWP without the garage sale funded by a sale in Bankruptcy to another third party, and Option 2 was a potential plan based on the fact that the WPURA may be purchasing the facility and building a parking garage. In the event that the WPURA acquired the property, this plan would enable the remediation to be performed simultaneous with the construction of the garage on not only the Marianina site, but on the other adjacent sites as well, all of which still had some remaining contamination, and which Option 2 would address all of the commingled plume issues that had been uncovered in the past investigations. If the Garage was never constructed, the Option 1 plan was to auction the property and still use the purchase price for the remediation on the site and to address the off-site plume from the Marianina site onto the WPHA Excess Property.

Under Option 1 with no garage scenario, the RAWP proposed excavating approximately 3,000 tons of soil in the source area on the 34 E. Post Road parcel down to 8-10 ft bgs within the green-colored polygon in the Figure 2 map attached thereto, and 1000 tons on the WPHA site down to 8-10 ft bgs, and to dewater the gasoline-impacted area downgradient of the former USTs and pump islands and immediately upgradient of the WPHA Property. The underground storage tanks on-site would also be removed. The excavation on the Site would continue until all soil exhibiting petroleum impacts were removed.

Under Option 2 with the garage scenario, impacted soil would be removed to 14 to 15 ft bgs as shown by the blue colored area on-site and the red colored area off-site on Figure 2 attached thereto, concurrent with the construction of the garage.

Both Options required monitoring wells and a SSDS and vapor barrier in any future occupied buildings.

7. June 2021 Phase I Environmental Site Assessment ("ESA") prepared by Barton & Loguidice, D.P.C. for the City of White Plains (26-28 E. Post Road, 34 E. Post Road, 42 E. Post Road, 60 E. Post Road, and the WPHA property) – Barton & Loguidice (B&L) prepared a Phase I Environmental Site Assessment (ESA)/EPA All-Appropriate Inquiry Report in June 2021 for the City of White Plains related to the properties located at 26-28, 34, 42, and 60 East Post Road and part of the WPHA property located at 223-225 Dr. Martin Luther King Kr. Boulevard in White Plains, NY as part of its due diligence in facilitating the planned garage project. B&L identified the following RECs in connection with the Site:

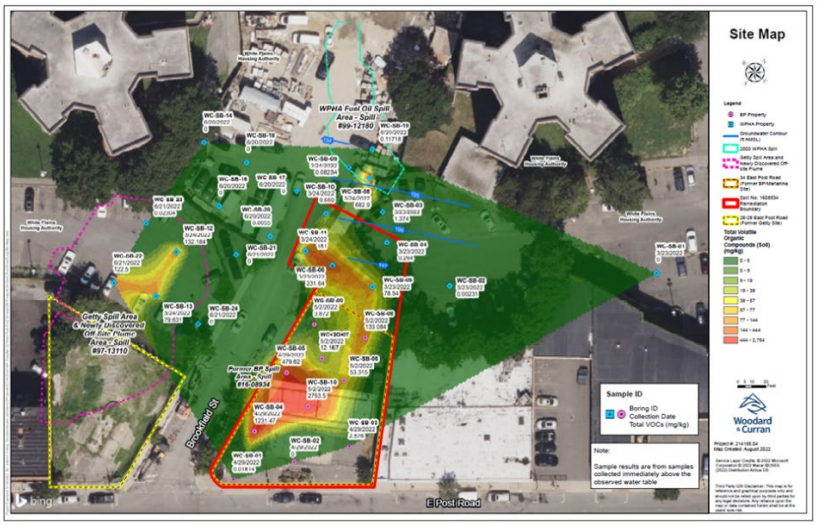
Contamination Sources	Spill History	Cleanup Status	Potential Migration Pathways
26–28 East Post Road			
Multiple petroleum releases; potential source for offsite contamination to north (22 East Post Rd)	Multiple spills; one case closed 'not meeting cleanup standards'	Residual petroleum remains in soil/groundwater	Groundwater/soil migration to adjacent parcels (north)
34 East Post Road			
Three active USTs; multiple petroleum releases; downgradient contamination affecting WPHA property	Multiple spills; one case closed 'not meeting cleanup standards'; active spill case under consent order	Residual petroleum remains; active remediation/legal action	Groundwater migration to WPHA property
42 East Post Road			
Two petroleum releases; possible residual petroleum; potential impact from 34 East Post Rd	Two spills; one case closed 'not meeting cleanup standards'	Residual petroleum possible	Groundwater migration from 34 East Post Rd
60 East Post Road			
Hydraulic lift soil contamination; sump with oil/water staining	One spill; closed 'not meeting cleanup standards'	Residual petroleum possible	Potential migration from hydraulic lift area
223–225 Dr. Martin Luther King Jr. Blvd (WPHA)			
Petroleum-impacted soil and groundwater from 34 East Post Rd (Bldg 33) and 26 East Post Rd (Bldg 159)	2016 Remedial Investigation confirmed petroleum contamination	Contamination confirmed; legal action ongoing	Migration from 34 East Post Rd and 26 East Post Rd

8. 2022 Subsurface Investigation completed by Woodard & Curran at the Site including 34 East Post Road, part of the WPHA property north of the Marianina Gas Station and north of the Former Getty Gas Station [NO SEPARATE REPORT – RESULTS IN THE JAN. 2025 RAWP BELOW] In September 2022, White Plains Hospital Medical Center ("White Plains Hospital") and affiliated entity 34 EPR, LLC decided to become more actively involved in the planned garage project to expedite the project, and hired their own consultant - Woodard & Curran - to further delineate the on- and off-site contamination, and develop a cost estimate for remediation, which would in turn become the purchase price for the 34 East Post Road site in the bankruptcy proceeding. White Plains Hospital and 34 EPR, LLC, for the sole purpose of eventually constructing a new garage facility on this property and adjacent properties, assumed Marianina's liability in the Bankruptcy Court and in an 2022 Amended Consent Order with NYSDEC, in which it agreed to purchase the 34 East Post Road parcel and use the proceeds from the $1,250,000 purchase price in accordance with the Bankruptcy Court Order to facilitate the cleanup on and off this parcel within the footprint of a supplemental map attached as Exhibit B in an Amended Consent Order, which was fully executed with the NYSDEC and Marianina on September 6, 2022. The 2022 Amended Consent Order further stated that if conditions reveal that contamination emanating from this spill goes beyond the map attached to the Order in Exhibit B, it will also have to be remediated as part of this Order with the goal of achieving the petroleum cleanup levels in the CP-51 Guidance document in all end point samples both on- and off-site. See Amended Consent Order in Exhibit O. The Amended Order further stated in Paragraph I.2 of the original 2021 original Marianina Consent Order with a new Paragraph I.2 that states in sum if the money runs out in the bankruptcy before the full Workplan can be completed, then White Plains Hospital, 34 EPR, LLC, or another entity may enter into an order or apply to the New York State Brownfield

Cleanup Program as appropriate to finish the remaining work, including any off-site work required. LC Post Road Garage LLC will be the remedial party assuming this remedial obligation and building the garage. Nothing in the 2022 Amended Consent Order with NYSDEC alters White Plains Hospital Medical Center's or 34 EPR, LLC's obligation under the Bankruptcy Court Order.

This Order also removed Paragraph I.4 in the original 2021 original Marianina Consent Order with a new paragraph I.4 that the Department can enter into a subsequent Brownfield Cleanup Agreement with a new entity to complete any remaining work, including any off-site work. LC Post Road Garage LLC will be the remedial party assuming this remedial obligation and building the garage.

The map that was included in the Amended Consent Order as Exhibit B is as follows:



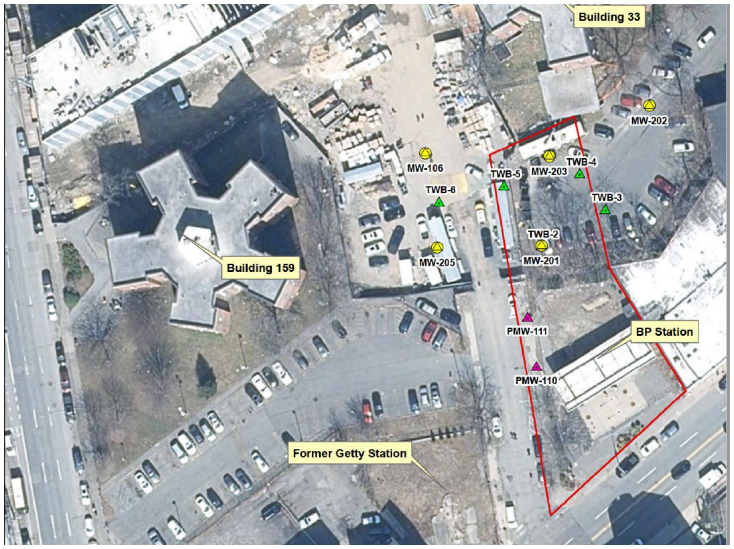
The 2022 Supplemental Investigation included soil analytical results indicating the presence of multiple VOCs and semivolatile organic compounds (SVOCs) at concentrations exceeding the applicable NYSDEC CCUSCO, RRUSCO, and/or PGWSCO. Elevated VOCs included 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, benzene, ethylbenzene, n-butylbenzene, n-propylbenzene, naphthalene, sec butylbenzene, toluene, and total xylenes in one or more soil samples. Elevated SVOCs included benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, chrysene, indeno(1,2,3-cd)pyrene, and naphthalene. Soil impacts at the WPHA part of the site were identified between 0.1 and 7.0 ft bgs and soil impacts at 34 East Post Road were identified between 0.75 and 8.5 ft bgs.

Groundwater analytical results indicate the presence of several VOCs and SVOCs in excess of the NYSDEC AWQSGV. Elevated VOCs included benzene, toluene, ethylbenzene, p/m-xylene, o-xylene, n-butylbenzene, sec-butylbenzene, isopropylbenzene, p-isopropylbenzene, n-propylbenzene, 1,2,4-trimethylbenzene, 1,2,4,5-trimethylbenzene, 1,3,5-trimethylbenzene, and naphthalene. Elevated SVOCs primarily consisted of PAHs including benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, indeno(1,2,3-cd)pyrene. Bis(2-ethylhexyl)phthalate was identified in select samples in excess of the AWQSGV. Naphthalene and hexachlorobenzene were also identified as SVOCs in select samples.

A plume was also more fully delineated north of the Getty Gas Station during this investigation.

9. Stipulation of Settlement and Order, WPHA v. 34 EPR, LLC, No. 17-cv-6250 (S.D.N.Y. June 23, 2023) – While not an environmental report, a Stipulation of Settlement and Order dated June 23, 2023, the Court ordered 34 EPR, LLC to remediate by excavation the 34 East Post Road parcel and a portion of the WPHA Excess Parcel within the boundary of Figure A thereto to the extent required to achieve the CP-51 SCOs for gasoline contaminated soils in place on the date of Court Stipulation and Order (June 23, 2023) and listed in Table 1 of the Stipulation. The original Court-ordered deadline to accomplish the remediation was June 30, 2025.

The map included in the Stipulation of Settlement and Order as Figure A is as follows:



10. January 2025 Revised Remedial Action Work Plan ("RAWP") prepared by Woodard & Curran for 34 East Post Road LLC (Marianina Gas Station/34 E. Post Road). NYSDEC Spill No. 16-08934 - Replaced the September 2021 HES RAWP Consent Order Marianina signed with the NYSDEC - Since the 2022 Investigation revealed more contamination, this led to the development of a January 2025 Revised Remedial Action Work Plan approved by the NYSDEC thereafter in an email, and which essentially replaces the 2021 HES RAWP (hereinafter referred to as the "2025 Revised RAWP"). This 2025 Revised RAWP first summarized the nature and extent of contamination as determined from data gathered during the Remedial Investigation (RI) performed between 2015 and 2017 performed by both First Environmental and HES, and the multi-phased 2022 Supplemental Remedial Investigation (SRI) conducted by Woodard & Curran on behalf of 34 EPR, LLC and the WP Hospital between 2020-2022. Table 2 in this January 2025 Revised RAWP shows the exceedances of the CP-51 SCOs for gasoline impacted soil at the Site and Figures 5 and 7 show the locations of exceedances of CP-51 SCOs for gasoline impacted soil within the vicinity of the 2022 Amended Consent Order Agreement Spill Remediation Boundary Map in Exhibit B. Table 3 shows the exceedances of the groundwater AWQS and Figures 6 and 8 show the locations of the exceedances of the groundwater AWQS within the Amended Consent Order Exhibit B Spill Remediation Boundary, which is also depicted in Figure 3. See Amended Consent Order in Exhibit O.

The 2025 Revised RAWP begins by explaining the site preparation work believed to be first required on the WPHA Excess Property, including:

- Removal of approximately 8 trees between the Site and the WPHA Excess Property;
- Removal of a light pole and any other above-grade infrastructure;
- Relocation by WPHA and/or its waste disposal company of a waste dumpsters currently located in the WPHA Excess Property boundary;
- Sampling and removal of a berm of soil; and
- Removal of asphalt associated with approximately 14 parking spaces to excavate the soil below these spaces.

The RAWP also discussed the need to conduct a ground penetrating radar ("GPR") survey to the west and north of the former Marianina Gas Station to determine the actual location of the known two 20,000 underground fuel oil storage tanks ("USTs") on WPHA's property to the north and the location of underground utilities (such as sewer lines and electrical conduits) under the former Brookfield Street to the west of the Service Station. The RAWP states that excavation is not required within ten feet of the southernmost UST on WPHA's property or within five feet of underground utilities located under the former Brookfield Street to the west. It was later determined, after the GRP Surveys were conducted, that SOE was required to protect the integrity of the USTs to the north and the utilities in Brookfield Street. See No. 14. 2025 December 11 Woodward & Curran Remedial Activities at 34 East Post Road Property; September-November 2025 NYSDEC Spill No. 16-08934.

The RAWP stated that any on-site USTs and/or associated equipment encountered would be decommissioned in accordance with applicable NYSDEC tank closure requirements. An unknown UST was ultimately encountered after a GPR survey on the 34 E. Post Road parcel, and there was sufficient money from the purchase price escrow fund to remove the 990 gallons of petroleum still remaining in the tank, but not the tank itself. See No. 14. 2025 December 11 Woodward & Curran Remedial Activities at 34 East Post Road Property; September-November 2025 NYSDEC Spill No. 16-08934.

This RAWP further stated that soil excavation will occur within the boundary of Figure 3 to the extent required to achieve the applicable CP-51 SCOs for gasoline contaminated soils in place on the date of Court Stipulation and Order (June 23, 2023) and listed in Table 1 of the Stipulation, which extends across the Site and to the north onto the WPHA Excess Property. [Note: the No. 14 January 2026 RIR described below did not detect the plume extending beyond the footprint of the WPHA Excess Property that is part of the BCP Site, but confirmation that the plume has not been extended off-site will be performed as part of a separate off-site investigation or the side wall end point sampling]. The planned soil excavation as described in this RAWP for the 34 EPR parcel states that approximately 4,600 cubic yards (cu yd) of contaminated soil to a depth of approximately 8 ft bgs is expected to be removed.

Next, to the extent that Light Non-Aqueous Phase Liquid (LNAPL) is encountered in groundwater in the excavation, and to the extent that groundwater encountered in the excavation emits an odor of petroleum or has a visible sheen, the groundwater will be pumped into frac tanks for treatment and off-site disposal. Along with properly imported fill material, if required, the RAWP also called

for petroleum hydrocarbon remediation amendments (i.e., PetroFix, or equivalent) to be incorporated into the excavation bottom backfill in the saturated or capillary zone to serve as an excavation polishing step for future treatment of groundwater that may still contain residual petroleum hydrocarbons both on the 34 E. Post Road source parcel and on the WPHA Excess Property.

The PetroFix design dose is to be based on blending PetroFix in the top one to two feet and bottom one to two feet of backfill above the demarcation layer as needed based on field observations, using the excavator bucket. If needed, potable water will be added to the PetroFix before it is applied to the excavation bottom, to help with the thorough mixing of the amendment. If water is present in the excavation, additional water may not be added to the PetroFix before application. The final procedure will be field determined to ensure optimum mixing in the excavation bottom, and before backfilling of the excavation to grade is completed. The total mass of PetroFix will be determined based on the size of the excavation and will be applied at a rate of one pound of PetroFix per cubic foot of soil. This design dose was recommended by the manufacturer.

The RAWP further requires the source of soil contamination off-Site within the defined area of excavation to be excavated to achieve the CP-51 SCOs, which should reduce off-Site groundwater impacts, and as stated above, for PetroFix to be added into the bottom of the excavation planned on the WPHA portion of the Site to further reduce off-Site groundwater impacts.

The January 2025 RAWP set forth a project schedule that anticipated the RA implementation would be performed from March - April 2025, with a Spill Closure Report expected by June 2025.

11. 2025 September SESI Geotechnical Report – This investigation consisted of a review of existing soils and geologic data, and a field investigation consisting of seventeen (17) Geotechnical borings drilled during July and August 2025. The subsurface conditions at the Site generally consist of surficial fill, underlain by glacial till, over decomposed bedrock, over sound bedrock. The NY State Geologic Survey has mapped the site bedrock as Inwood Marble ("Bedrock Geology of the White Plains 7.5-Minute Quadrangle," dated 2024). There are other bedrock types mapped very close-by, including Yonkers Gneiss, Manhattan Schist, and Phlogopitic Marble. The bedrock geology in this area is complicated by intense tectonic activity in the past including contact zones and thrust faults.

The report concluded that support of excavation (SOE) system will need to be designed to support East Post Road and the surrounding properties. Groundwater, as measured in wells in August 2025, was present near elevation 195 to 197. A temporary dewatering system will need to be installed as part of the SOE system design. Also, since the lowest level of the garage will be constructed significantly below the water table, the lowest level slabs will need to be designed as pressure slabs to resist upward hydraulic forces. Three options for foundation support were then evaluated.

12. 2025 September Geophysical Investigation Report prepared by Coastal Environmental Solutions, Inc. for SESI Consulting Engineering (WPHA Excess Property - 40 E. Post Road) – A GPR survey was completed prior to each remedial investigation drilling event to pre-clear proposed drilling locations. One GRP survey was performed exclusively on the WPHA Excess Property, to which Coastal attributed the address 40 East Post Road even though that

address does not actually exist. AARCO pre-cleared all soil boring locations prior to advancement during the field mobilizations summarized above. Coastal completed a scan across accessible areas of the WPHA Excess Property to identify utilities and potential subsurface anomalies indicative of USTs or other underground structures. The WPHA's two USTs were identified right beyond the BCP Site boundary but one additional anomaly was found on the WPHA Excess Property being acquired, noted by Coastal as "not likely to be a UST."

As a result of additional geophysical survey work on the remainder of the BCP Site, another anomaly was found, and an unknown tank was identified on the northern portion of the 34 East Post Road parcel. As part of the recent 34 East Post Road Spill remediation work, 990 gallons of petroleum was removed from this tank.

13. 2025 December SESI Phase I ESA at the BCP Site for the BCP Requestors – SESI performed a Phase I environmental assessment for the Requestors of the entire BCP Site and identified the following recognized environmental conditions (RECs):

- Former Getty Gas Station 26 E. Post Road - The persistence of residual petroleum, unresolved contamination on the Former Getty Gas Station Site, and potential for offsite migration collectively constitute a REC.
- Marianina Gas Station 34 E. Post Road – The remaining open Spill No. 1608934, which identified significant soil and groundwater contamination on and downgradient of the facility, and remaining USTs at this parcel constitute a REC.
- Medical Supply Building 42 E. Post Road – The potential for unresolved petroleum contamination at 42 East Post Road related to two former Spill Nos. 0011871 and 0011872 constitute a REC.
- Firestone Auto Repair Site 60 E. Post Road – Residual petroleum contamination from Spill No. 0804645 associated with leaking hydraulic lift equipment is still present on this parcel according to the EDR report for this spill. Even though the spill case has been administratively closed, it was designated as "not meeting cleanup standards," confirming that petroleum remains in the subsurface.[3] The 2025 SESI RIR has documented remaining petroleum related soil and groundwater conditions. In addition to the documented release, a sump located in the basement of the 60 East Post Road building was observed during the 2025 Phase I investigation to contain water and oil staining of unknown origin. While the report concluded that the staining may be related to the hydraulic lift release, it could also represent a separate, unidentified source of petroleum contamination. The facility was also classified as "Not a generator" of hazardous waste but has historically operated as a Small Quantity Generator. Waste codes associated with the site include ignitable waste (D001), metals such as cadmium (D006), chromium (D007), lead (D008), selenium (D010), and tetrachloroethylene (D039), indicating potential past use or management of hazardous materials.
- WPHA 223-225 Dr. Martin Luther King Jr, Blvd. - The WPHA also had documented petroleum releases, including Spill No. 9912180 which involved the overfilling of #4 fuel oil in January 2000 during a delivery of oil to a 20,000 gallon fuel oil tanks located adjacent to Building 33, which spill file was closed in May 2000 and another Spill No. 0207150 for the

[3] This statement in the EDR report contradicts the DEC's on-line spill information which contains the generic statement about the meaning of spill closure, but the recent 2025 RIR has confirmed that remaining contamination is present and this parcel has its own groundwater plume as depicted in the plume map above.

failure of the two (2) 20,000-gallon USTs. Spill No. 0207150 was closed on November 25, 2002. There is potential that residual contamination remains that may have impacted the WPHA Excess Property as a result of these Spills which constitutes a REC since these tanks are located close to the northern Subject Property boundary.

- Underground Storage Tanks (Active and Inactive) 34 East Post Road - The NYSDEC Bulk Storage Tank database lists three active underground storage tanks (USTs) at the 34 East Post Road parcel. The presence of active USTs with incomplete regulatory information constitutes a REC. One additional previously unknown tank was just found on this parcel.
- Underground Storage Tanks (Active) WPHA Excess Property and on WPHA 223-225 Dr. Martin Luther King Jr, Blvd.): The September 2025 GPR Survey performed revealed an anomaly on the WPHA Excess Property. In addition, north of the WPHA Excess Property, the WPHA has two 20,000-gallon fuel oil tanks with a spill history that are still in active service. The suspect presence of an anomoly on the WPHA Excess Property and the presence of USTs immediately adjacent and north of the Subject Property each constitute a REC.
- Consent Orders for Marianina Gas Station Spill (34 East Post Road) – The 2021 Consent Order Case No. SPILLS 16-08934.11.2018 with the prior owner of this parcel - Marianina Oil Corp. ("Marianina") - in August, 2021 ("2021 Order") to resolve open violations from a prior Order executed in 2017 ("2017 Order"), and the most recent September 2022 Amended Consent Order in which the White Plains Hospital and affiliated 34 EPR, LLC agreed to take over ownership of the parcel and Marianina's responsibility to remediate contamination at this parcel after Marianina filed for bankruptcy using the $1,250,000 purchase price in accordance with the Bankruptcy Court Order, constitute RECs.

Brookfield Commons Phase 3 BCP Site No. C360246 – The WPHA, on another portion of their property north of the Getty Station with an address of 159 Lexington Avenue has entered a 1.284 acre property into the BCP, which has chlorinated solvent contamination resulting from prior upholstery and/or auto repair uses or off-site dry cleaner uses. The most recent on-line report information suggests that deep bedrock groundwater flow direction may be southwest potentially onto the Subject Property. The direction of overburden groundwater flow is northwest, away from the Subject Property. This type of contamination may cause vapor intrusion on the Subject Property, and therefore constitutes a REC.[4]

14. 2026 May SESI Remedial Investigation Report for the BCP Requestors – Due to the necessary fast track nature of this BCP project, SESI completed a Remedial Investigation (RI) of the entire BCP Site between July 7 and September 22, 2025, in accordance with NYSDEC DER-10 and the New York State Department of Health (NYSDOH) Guidance for Evaluating Soil Vapor Intrusion in the State of New York (October 2006 and subsequent updates). The RI included the following activities:

- A ground-penetrating radar (GPR) survey to identify subsurface utilities, anomalies indicative of underground storage tanks (USTs), and to pre-clear proposed drilling locations
- Drilling of 87 soil borings and collection of 226 soil samples utilizing direct-push methods via a Geoprobe with borings advanced to maximum depths of approximately 3 to 20 ft bgs and

[4] However, it is important to note that no chlorinated solvent contamination in soil, groundwater or soil vapor has been found to be present on the BCP Site during any of the prior investigations, including the most recent 2025 RI.

samples collected from each 5 foot interval where possible based on field screening, which included visual and olfactory observations and screening with photo-ionization detector (PID).
- Installation of 18 temporary monitoring wells and collection of 18 groundwater samples
- Installation of seven (7) soil vapor points and collection of seven (7) soil vapor samples

The sample results in exceedance of the CSCOs and the POGWSCOs are summarized above in the data summary chart and on the attached spider maps in Exhibit I. The plume map developed in conjunction with this RI is excerpted above.

15. 2026 May SESI Remedial Action Work Plan for the BCP Requestors – SESI utilized the results from past investigations and the most recent 2025 RI to develop a Site-wide Remedial Action Work Plan, which also incorporates the January 2025 Spill RAWP. The objective of the Site-wide remedy is to achieve a Track 1 cleanup, which is the most protective of human health and the environment, and that does not rely on long term Engineering or Institutional Controls (ECs or ICs). Achievement of a Track 1 equivalent remedy is already required for the 34 East Post Road parcel and off-Site migration from this parcel onto the WPHA Excess Property (thereafter described as the "Spill Area" in this 2025 RAWP) pursuant to the 2022 Consent Order and January 2025 Amended Spill Area RAWP, which is incorporated into this RAWP, and which requires achievement of the applicable CP-51 soil objectives in relation to the petroleum contamination as listed in the June 23, 2023 Stipulation. However, this objective will most likely be accomplished under a Track 1 remedy for the entire BCP Site by removing all soils that exceed the UUSCOs and dewatering and treating the groundwater. Nevertheless, to the extent this most stringent remedy cannot be achieved, the applicants shall implement a Track 2 alternative remedy Site-wide while still achieving the January 2025 RAWP requirements in the Spill Area.

Demolition and Support of Excavation (SOE), which was determined to be a required site preparation cost, has been partially performed on the 34 EPR Site to start that remediation as soon as the RAWP is approved and to avoid subsidence of adjacent properties during the deep excavation required to accomplish this remedial goal. A Change of Use with a Demolition / SOE Plan and CAMP/HASP Plan will be submitted for the remaining structures on the BCP Site and to commence the SOE work. The timing of the installation of the northern property boundary SOE will depend on confirmation of whether the plume from the 34 EPR lot has or has not moved off-Site beyond the footprint of the BCP Site. Therefore, the northern property boundary piles for the SOE have not been installed at this time but will be installed in the future before the remediation is accomplished along the property boundary of the Site to prevent off-Site migration. The northern SOE, once installed, will serve multiple purposes, including but not limited to protection of the WPHA tanks and to prevent any off-Site migration from the BCP Site to the extent any residual contamination is still present.

16. 2025 December Woodward & Curran Remedial Activities at 34 East Post Road Property; September-November 2025 NYSDEC Spill No. 16-08934 - This memorandum presents a summary of activities conducted to date pursuant to the January 2025 RAWP. When the original spill remediation budget was created, Support of Excavation (SOE) work to avoid subsidence of the utilities in Brookfield Street and of adjacent property was inadvertently not included in the budget, which was a large cost item. In addition to the SOE issue, due to significant cost increases between 2021 and 2025, $1,250,000 was insufficient to remediate the spill. The $1,250,000 plus

an extra $175,000 has already been expended to perform the site preparation work to prepare the 34 East Post Road parcel for the subsurface remediation, including removal of the above ground gas station structures, the removal of 990 gallons of petroleum from a tank not previously known to exist, grubbing and tree and berm removal due to a significant grade change between this parcel and the WPHA Excess Parcel, and piles installed for SOE to enable the extensive upcoming subsurface remediation to occur. The source of the release has not been removed.

SECTION VII: REQUESTOR INFORMATION

The Requestors are LC Post Road Garage LLC, LC Post Road Garage Holdings LLC, East Post Road LLC and 34 EPR, LLC, all of which are New York limited liability companies. LC Post Road Garage LLC and LC Post Road Garage Holdings LLC both have offices at 5 Renaissance Square, 42nd Floor, White Plains, NY 10601. East Post Road LLC and 34 EPR, LLC both have offices at 41 E. Post Road, White Plains, New York 10601. All of the Requestors are authorized to do business in the State of New York. See Exhibit J - NYSDOS Entity Information. The members are as follows:

Requestor	LC Post Road Garage LLC	LC Post Road Garage Holdings LLC	34 EPR, LLC	East Post Road LLC
Members	LC Post Road Garage Holdings LLC	Sole Member of LC Post Road Garage LLC – owned by Louis R. Cappelli	White Plains Hospital Medical Center	White Plains Hospital Medical Center

Written Consents provide Louis R. Cappelli with authority to sign all Brownfield Cleanup Program documents on behalf of the Requestors LC Post Road Garage LLC and LC Post Road Garage Holdings LLC. Written Consents provide Joseph Guarracino with authority to sign all Brownfield Cleanup Program documents on behalf of Requestors East Post Road LLC and 34 EPR, LLC. *See* Exhibit K – Written Consents.

While all of the Requestors are jointly and severally liable for the remediation of the on-Site contamination, only East Post Road LLC and 34 EPR, LLC have agreed to be responsible for off-Site contamination. LC Post Road Garage LLC and LC Post Road Garage Holdings LLC are volunteers that have not assumed any off-Site liability as between the parties.

SECTION VIII: REQUESTOR CONTACT INFORMATION

Please refer to the BCP Application Form.

SECTION IX: PROGRAM FEE

Please refer to the BCP Application Form.

SECTION X: REQUESTOR ELIGIBILITY

1. **Please refer to BCP Application Form.**

2. Consent Order Status:

The response to the following question: "Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?" has been marked "yes" but solely with respect to requestor 34 EPR, LLC. As noted above, this LLC entered into the 2022 Amended Consent Order with the NYSDEC to take over the responsibilities of Marianina Oil Corp. solely in relation to the Spill Area described in that Amended Consent Order, not the entire BCP Site. See Amended Consent Order in Exhibit O. East Post Road Garage LLC has now acquired the 34 East Post Road Garage Marianina Gas Station parcel, and has therefore, assumed the on-Site and off-Site liability requirements.

3-10. Please refer to BCP Application Form.

11. Unregistered bulk storage tanks

Several ground-penetrating radar (GPR) surveys to identify subsurface utilities, anomalies indicative of underground storage tanks (USTs), and to pre-clear proposed drilling locations was performed in September 2025. An anomaly was found on the north portion of the 34 East Post Road parcel, and an unknown tank was identified. Approximately 990 gallons of petroleum was removed from this tank as part of the 34 East Post Road Spill remediation work. Since this tank was unknown there is at least one unregistered bulk storage tank on the Site. However, this tank does not need to be registered because the goal will be to immediately remove this tank and the other previously known and registered tanks from the Site soon after the Site is in the BCP. In addition, work will be performed in and around the anomaly on the WPHA Excess Property in order to confirm if a UST is or is not present at that location, and if present remove that unregistered tank as well.

12. REQUESTOR CERTIFICATION

The reason both Participant and Volunteer are checked in relation to this application question is because there are four Requestors and two are Participants (East Post Road Garage LLC and 34 EPR, LLC), while the others (LC Post Road Garage LLC and LC Post Road Garage Holdings LLC) are Volunteers as explained below:

- 34 EPR, LLC is a Participant subject to the 2022 Amended Consent Order with NYSDEC since it stepped into the shoes of Marianina Oil Corp; however, the initial spill remedial work has used the $1,250,000 set aside from bankruptcy proceeding. 34 EPR, LLC sold 34 E. Post Road (Lot 4) to Requestor East Post Road LLC, which has assumed the responsibilities of 34 EPR, LLC. As of May 4, 2026, East Post Road LLC owns a majority of the Site and will eventually designate Requestor LC Post Road Garage LLC with the main role of implementing the remaining remediation work in the BCP.
- East Post Road LLC is a for profit volunteer as a new owner of the Site which has performed environmental due diligence before Site acquisition and is the entity which will designate LC Post Road Garage LLC for the implementation of the remaining remediation work. However, it has become a Participant by virtue of assuming the responsibilities of 34 EPR, LLC and is responsible for both on- and off-site remediation on behalf of all of the Requestors.
- LC Post Road Garage LLC is a volunteer, which has performed environmental due diligence

before becoming involved with the Site, and which will be the Ground Lease Vendee entering into a long-term Ground Lease with East Post Road LLC to lease the Site; This LLC will be the remedial party to implement the remaining remediation and will be the Ground Lease Vendee to build the garage. LC Post Road Garage LLC has not assumed any off-Site liability as between the parties, and thus respectfully requests to be named a Volunteer in the BCA fully responsible for the on-Site remediation but not responsible for off-Site remediation.

- LC Post Road Garage Holdings LLC is another volunteer which has performed environmental due diligence before becoming involved with the Site, and will be a non-remedial party but is the sole member of LC Post Road Garage LLC. LC Post Road Garage Holdings LLC has not assumed any off-Site liability as between the parties, and thus respectfully requests to be named a Volunteer in the BCA fully responsible for the on-Site remediation but not responsible for off-Site remediation.

LC Post Road Garage LLC as a prospective Ground Lease Vendee and the Ground Lessee of the garage via a 49-year ground lease, and LC Post Road Garage Holding LLC, as sole member of LC Post Road Garage LLC, are all Volunteers, since none of these LLCs have nor ever had a relationship with any of the past owners or operators of the Site, which caused the contamination nor had any involvement with the Site at the time of disposal. These Requestors have all performed the required environmental due diligence prior to acquiring or becoming involved with the Site and have implemented due care of the Site to the extent they have accessed the Site.

As noted above, 34 EPR, LLC and now East Post Road LLC are Participants subject to a Consent Order with NYSDEC but the Consent Order states that once the $1,250,000 set aside from the bankruptcy proceeding is used for remediation, 34 EPR, LLC may transfer the 34 East Post Road Marianina Gas Station Site to another party to implement the remaining work in the BCP. 34 EPR, LLC has transferred the ownership of the Marianina Gas Station Site and Consent Order on- and off-Site remediation responsibilities to East Post Road LLC. LC Post Road Garage LLC has assumed the obligation pursuant to the Court Stipulation and Order to perform the remediation work, and East Post Road LLC remains responsible for the off-site remediation work under the existing Consent Order and pursuant to this BCP Application. . See Amended Consent Order in Exhibit O.

13. Volunteer Certification Statement – The Volunteer Certification Statements for the two Volunteer parties is contained above in response to Application question X.12.

14. Requestors' relationship to the Property – Each of the four requestors' relationship to the property is as follows:

- 34 EPR, LLC is a Participant responsible to remediate the Spill Area subject to the 2022 Amended Consent Order with NYSDEC since it stepped into the shoes of Marianina Oil Corp. and is the former owner of only 34 East Post Road (Lot 4) and will designate Volunteer LC Post Road Garage LLC with the main role of implementing the on-Site remediation work in the BCP.
- East Post Road LLC is a Participant as a new owner of the Marinina Gas Station parcel and which entity will designate Volunteer LC Post Road Garage LLC with the main role of

implementing the on-Site remediation work in the BCP but which will remain responsible for any off-Site remediation work.

- LC Post Road Garage LLC is a volunteer, which has performed environmental due diligence before becoming involved with the BCP Site, and which will be the Ground Lease Vendee entering into a long-term Ground Lease with East Post Road LLC to lease the BCP Site; This LLC will be remedial party to implement the on-Site remediation and will build the garage.
- LC Post Road Garage Holdings LLC is another volunteer, which has performed environmental due diligence before becoming involved with the BCP Site, and is the sole member of LC Post Road Garage LLC.

The required site access agreements from East Post Road LLC to the other Requestors and from WPHA to all Requestors are attached hereto in Exhibit H.

SECTION XI: PROPERTY ELIGIBILITY INFORMATION

Please refer to the responses to the Questions 1-4 on the BCP Application Form, which confirms the BCP Site is eligible for the BCP.

5. Navigation Law Consent Order – As noted above, the Spill Area portion of the BCP Site is subject to a SPILLS Consent Order No. 16-08934.11.2018, which was amended thereafter and the final version is the 2022 Amended Consent Order described above. However, by its terms, which are excerpted in Section VI.4.2.8 of this Support Document in relation to the summary of the 2022 Subsurface Investigation completed by Woodard & Curran which was summarized in their 2025 DEC approved RAWP, the Spill Area is not ineligible because the initial $1.25 million set aside from the bankruptcy proceeding was used for remediation and now the Spill Area is eligible to enter the BCP.

6. State Enforcement Action Related to Petroleum – As noted above, only the Spill Area portion of the BCP Site is subject to the 2022 Amended Consent Order but this Order does not make this portion of the BCP ineligible for the BCP. To the contrary, it explicitly states that the Spill Area will become eligible once the $1.25 million set aside from the bankruptcy proceeding is used for remediation, which has now occurred.

In addition to the responses on the application form, which clarify the Site is an eligible brownfield site pursuant to ECL § 27-1405, the following information further demonstrates this Site's eligibility for the BCP.

The Site meets the definition of an eligible "brownfield site" in Environmental Conservation Law § 27-1405(2) as "any real property where a contaminant is present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by the department that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations." Environmental investigation results show evidence of impact from the Site's previous commercial and industrial uses, which can be linked to and caused Site contamination above the applicable cleanup standards. See Environmental Reports separately attached and the Spider Maps in Exhibit I, providing the data demonstrating exceedances of the cleanup standards for this Site. As a result, the Site meets the definition of a brownfield site pursuant to Environmental Conservation Law §27-1405(2).

SECTION XII: SITE CONTACT LIST

See Exhibit L - Site Contact List. See Exhibit M - Repository Letter.

EXHIBIT A

BASE MAP

East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd, 26 E. Post Road,
34 E. Post Road, 42 E. Post Road and Brookfield Street (R.O.W.)
White Plains, New York 10601

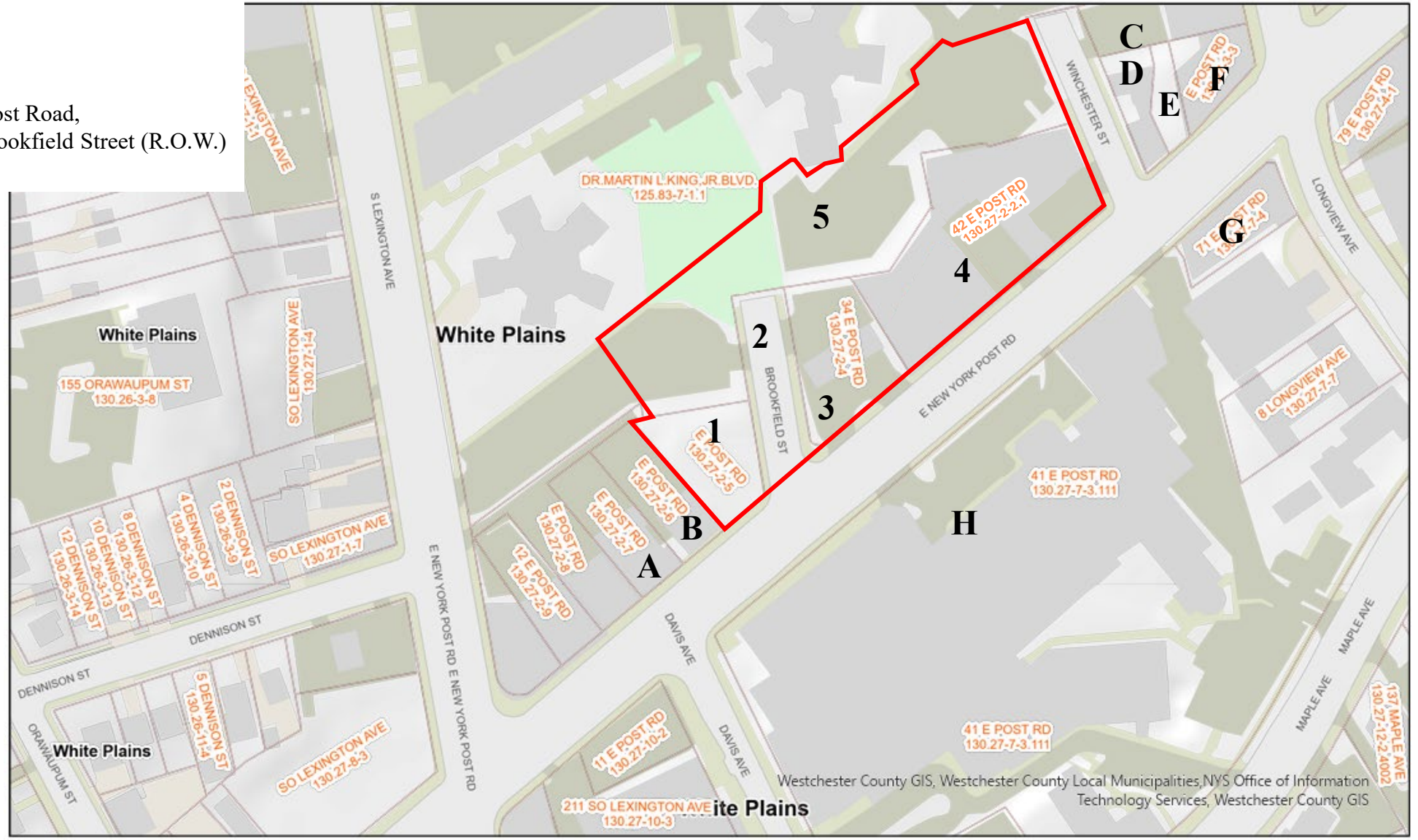
Legend:

Site Property Boundary

Corresponding page
lists adjacent property owners by
letter A – H



All feature locations are approximate. This map is intended as a schematic to be used in conjunction with associated Application and Support Information, and should not be relied upon as a survey for planning and other activities.



1:1,500

0 70 140 280 ft

N

Tax parcel data was provided by local municipality. This map is generated as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should NOT be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact local municipality assessor's office.

December 2025
Source: Westchester County GIS

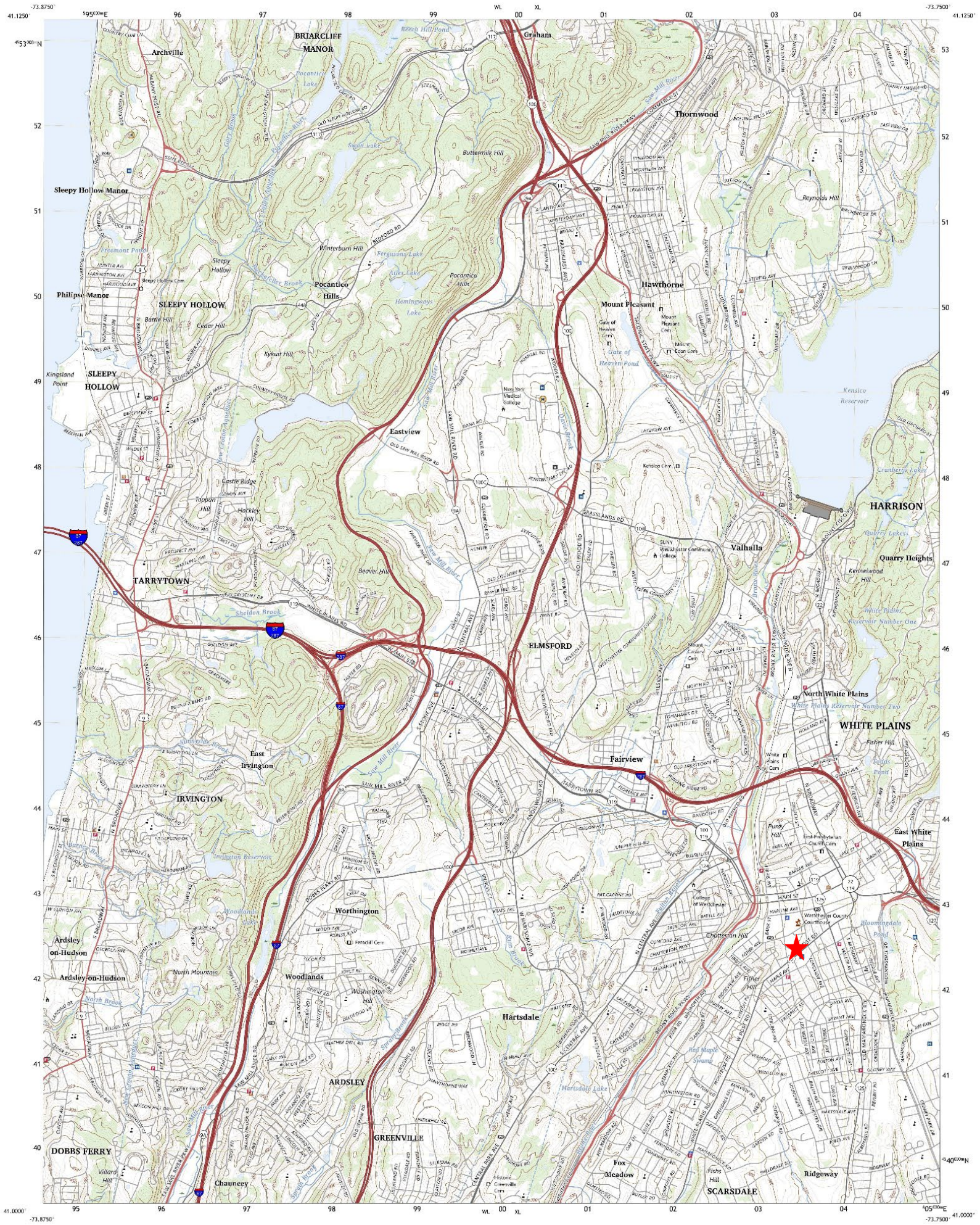
Westchester County GIS
GIS
http://giswww.westchestergov.com
Michaelian Office Building
148 Martine Avenue Rm 214
White Plains, New York 10601

Number	Property Owner(s) Name(s)	Property Address	Section-Block-Lot
1	White Plains Urban Renewal Agency	26 E. Post Road	130.27-2-5
2	City of White Plains	Brookfield Street	Right-of-Way
3	34 EPR, LLC	34 E. Post Road	130.27-2-4
4	White Plains Urban Renewal Agency	42 E. Post Road	130.27-2-2.1
5	White Plains Housing Authority	p/o Dr. Martin L. King, Jr. Blvd	125.83-7- p/o 1.1

Letter	Adjacent Property Owner(s) Name(s)	Property Address	Section-Block-Lot
A	Gabe Realty Corp.	18-20 E. Post Road	130.27-2-7
B	Adeogun Owonikoko Company LLC	22-24 E. Post Road	130.27-2-6
C	Morbiz Realty Corp.	255 Dr. Martin L. King, Jr. Blvd	125.83-7-3
D	Jackannlou Realty Corp.	66 E. Post Road	130.27-3-1
E	Jackann Realty Corp.	66 ½ E. Post Road	130.27-3-2
F	Morbiz Realty Corp.	68-74 E. Post Road	130.27-3-3
G	White Plains Hospital	79 E. Post Road	130.27-4-1
H	WP Hospital Center Inc.	41 E. Post Road	130.27-7-3.111

SITE LOCATION MAP

★ BCP Site Location



Street Map

East Post Road Garage Site

p/o Dr. Martin L. King, Jr. Blvd, 26 E. Post Road,
34 E. Post Road, 42 E. Post Road and Brookfield Street (R.O.W.)
White Plains, New York 10601



Legend:

Site Property Boundary

EXHIBIT B

NEW YORK STATE | **Department of State**
Corporations, State Records & UCC

New York State
Department of State
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
dos.ny.gov

Local Law Filing

Pursuant to Municipal Home Rule Law §27

Local Law Number ascribed by the legislative body of the local government listed below:

4 **of the year 20** 25

Local Law Title: A LOCAL LAW AUTHORIZING THE DISCONTINUANCE OF BROOKFIELD STREET AND THE SALE OF SUCH LANDS ASSOCIATED THEREWITH.

Be it enacted by the Common Council **of the**
(Name of Legislative Body)

☐ **County** ☑ **City** ☐ **Town** ☐ **Village**
(Select one)

of White Plains **as follows on the attached pages:**
(Name of Local Government)

For Office Use Only

FILED
STATE RECORDS
OCT 10 2025
DEPARTMENT OF STATE

Department of State Local Law Index Number: 4 **of the year 20** 25

(The local law number assigned by the Department of State for indexing purposes may be different from the local law number ascribed by the legislative body of the local government.)

Local Law Filing

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto ascribed as local law number 4 of 20 25 of the ~~(County)~~(City)~~(Town)~~~~(Village)~~ of White Plains was duly passed by the Common Council on October 6 20 25 in accordance with the applicable provisions of law.

(Name of Legislative Body)

~~**2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)**~~

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20_____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____ and was

(Name of Legislative Body)

(approved)(not approved)(repassed after disapproval) by the _____

(Elective Chief Executive Officer)*

on _____ 20_____ in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20_____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____ and was

(Name of Legislative Body)

(approved)(not approved)(repassed after disapproval) by the _____ on

(Elective Chief Executive Officer)*

_____ 20_____.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20_____ in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20_____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20_____ and was

(Name of Legislative Body)

(approved)(not approved)(repassed after disapproval) by the _____ on

(Elective Chief Executive Officer)*

_____ 20_____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20_____ in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

~~5. (City local law concerning Charter revision proposed by petition.)~~

I hereby certify that the local law annexed hereto, ascribed as local law number _____ of 20_____ of the City of _____ having submitted to referendum pursuant to the provisions of Section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20_____ became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed thereto, ascribed as local law number _____ of 20_____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20_____ pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in the paragraph 1 above.

Jill Iannetta

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

October 7, 2025

(Date)

(Seal)

Section 1. Background and Legislative Intent

Pursuant to a resolution adopted by the White Plains Urban Renewal Agency (the "Agency") at its meeting held on July 16, 2025, and an ordinance adopted by the Common Council of the City of White Plains (the "Common Council") at its meeting on August 4, 2025, the Agency and the Common Council have each determined that East Post Road LLC ("EPRLLC"), a limited liability company wholly controlled by White Plains Hospital Medical Center, is a qualified and eligible sponsor for the development of a parking garage of approximately 1,950 spaces chiefly for the use of Hospital employees and visitors (the "Garage") upon three (3) properties owned by the Agency (the "Agency Properties") and the White Plains Housing Authority (the "Housing Authority") and further authorized the sale of the Agency Parcels to EPRLLC to complete the construction of the Garage.

The location of Brookfield Street, a disused right-of-way owned by the City, poses an extreme hardship to the development of the Garage. While Brookfield Street also contains water, sewer, electric and gas utilities, such utilities can be relocated to the east of Brookfield Street or in surrounding rights of way. The development of the Garage will provide a public benefit to the City in alleviating traffic pressures in the downtown area, while the continued existence of Brookfield Street in its current location is unnecessary.

In order to effectuate the discontinuance of Brookfield Street to enable to the construction of the Garage, pursuant to Section 126 of the City Charter of the City of White Plains, the Common Council, on its own motion and at the request of EPRLLC, has determined that Brookfield Street be discontinued, subject to the provisions of this Local Law. Additionally, pursuant to Section 29 of the General City Law, the Common Council desires that the Official Map of the City of White Plains be amended to reflect the discontinuance of Brookfield Street, again subject to the provisions of this Local Law.

Section 2.

Pursuant to Section 152 of the City Charter of the City of White Plains, the Common Council of the City of White Plains hereby finds that Brookfield Street, described as follows:

> Being all of Brookfield Street commencing at the northerly right-of-way line of East Post Road and continuing to its terminus at property presently owned by the White Plains Housing Authority and designated on the Tax Assessment Map of the City of White Plains as Section 125.83, Block 7, Lot 1.1.

, as presently laid out, is no longer needed for public use as a dedicated street and same be and hereby is discontinued subject to the conditions listed in Section 4 of this Local Law.

Section 3.

The City of White Plains be and hereby is authorized to sell the lands underlying Brookfield Street, as described in Section 2 of this Local Law, to any entity designated as a qualified and eligible sponsor by the Common Council and the White Plains Urban Renewal Agency for the

development of the Garage (the "Purchaser") in consideration of the sum of Twenty Thousand and 00/100 Dollars ($20,000.00), which transfer of title shall be by quitclaim deed. Such deed shall be recorded in the Office of the Westchester County Clerk and all expenses related to the transfer of such lands to the Purchaser shall be borne by the Purchaser. The Mayor is hereby authorized to execute a contract of sale for such property with the Purchaser, which contract may contain conditions to the sale of such property as may be approved by the Corporation Counsel.

Section 4.

The discontinuance of Brookfield Street as described in Section 2 above shall be conditioned upon:

a. The closing of title of the transfer of the lands underlying Brookfield Street as authorized by Section 3 of this Local Law.

b. The granting of permanent easement by the Purchaser, or Purchaser causing a permanent easement to be granted, in favor of the City of White Plains encumbering an area with a width of at least fifty (50) feet, extending from the northerly right of way line of East Post Road through the Garage, and terminating at such point as Purchaser's property meets the property line of property owned by the White Plains Housing Authority for the purpose of installing relocated utilities as described in Section 5 of this Local Law. The precise location, size, length and orientation of the easement area shall be subject to the approval of the Commissioner of Public Works and the Corporation Counsel. The terms and conditions of such easement, which may include provisions requiring the City to indemnify the Purchaser, shall be subject to the approval of the Commissioner of Public Works and the Corporation Counsel. The Mayor shall be authorized to execute any such agreement necessary to effectuate such easement, which document shall be recorded in the Office of the Westchester County Clerk. All expenses related to the granting of such easement shall be borne by the Purchaser. Such easement agreement shall contain a provision requiring the Purchaser, its successors or assigns, at the written request of the City, to either (i) grant, or cause the granting of, an easement in favor of the public and to be enforced by the White Plains Housing Authority over the area encumbered by the easement as described in this paragraph for public access as a right of way, or (2) dedicate, or cause the dedication, to the City the area encumbered by the easement described in this paragraph as a City right of way pursuant to Sections 122 through 124 of the City Charter, which dedication shall be at the Purchaser's cost and expense.

Section 5.

The Purchaser shall effect the discontinuance and proper abandonment of all municipal utilities in Brookfield Street and the relocation of such utilities to within the easement described in Section 4 of this Local Law or to such other rights of way as may be determined by the Commissioner of Public Works, pursuant to plans created by the Purchaser, which plans shall be subject to the review and approval of the Commissioner of Public Works, the Westchester County Health Department and Consolidated Edison. The permanent relocation of City-owned utilities hall be coordinated with the Department of Public Works and be subject to the review and

approval of the Commissioner of Public Works and the Westchester County Department of Health, as applicable. The time to effect such discontinuance, abandonment and relocation shall be determined by the Commissioner of Public Works. The Purchaser shall obtain any necessary permits for the work described in this paragraph, such work shall be performed at the Purchaser's sole cost and expense, and the relocated utilities shall be subject to acceptance by the Commissioner of Public Works, the Westchester County Health Department and Consolidated Edison. Such relocation shall be effected prior to the Purchaser's termination of any utilities situated within Brookfield Street.

Section 6.

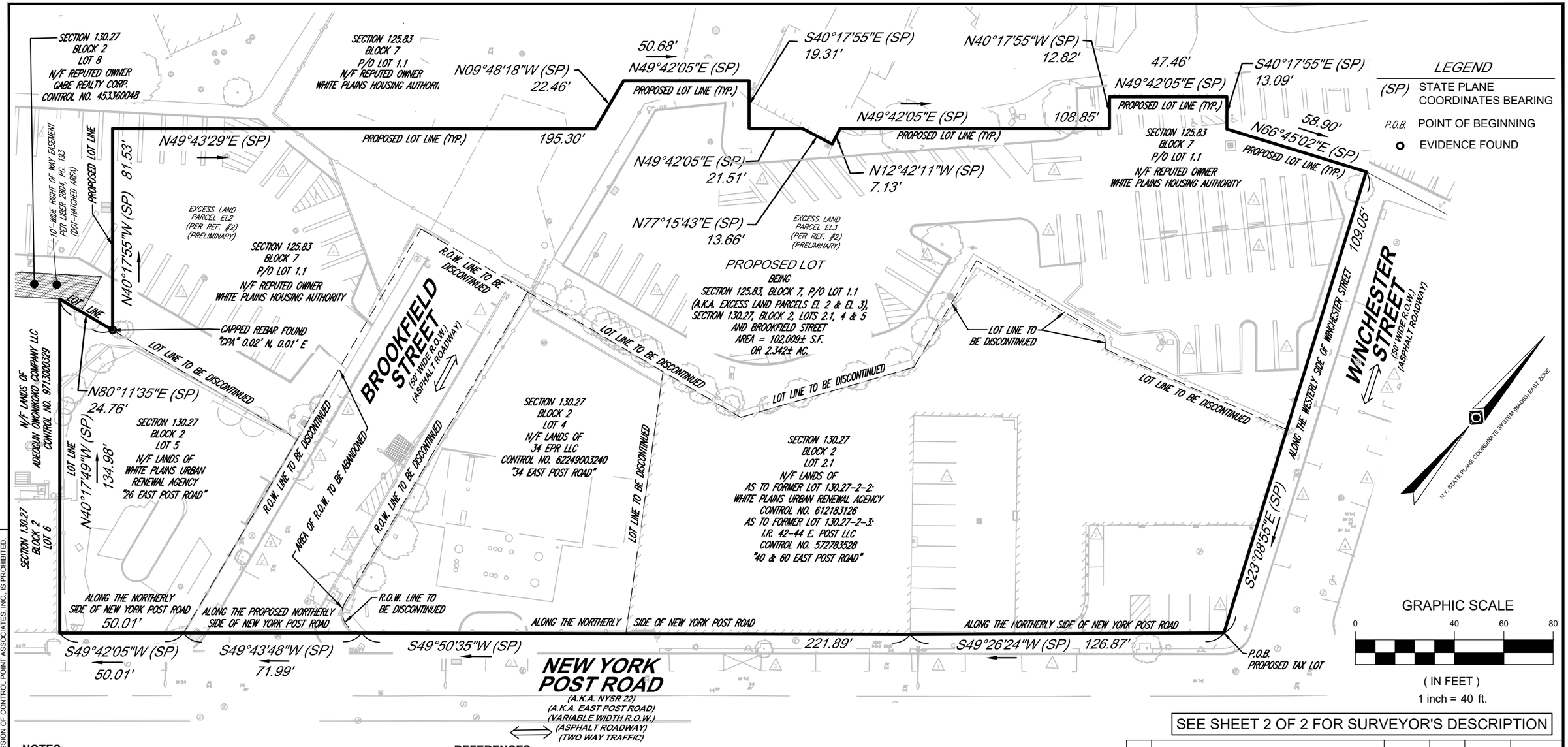
Pursuant to Section 29 of the General City Law, the Official Map of the City of White Plains shall be amended in conformance with the provisions of this Local Law upon the effectiveness of the discontinuance of Brookfield Street as described in Section 2 of this Local Law.

Section 7.

It is the intent of this Local Law that by the adoption of this Local Law, the provisions of subdivision 2, paragraph (b) of Section 23 of the General City Law and Sections 2-1-10 through 2-1-16 of the White Plains Municipal Code, as adopted by Local Law No. 8 of 1982, be superseded.

Section 8.

This Local Law shall take effect upon filing with the Secretary of State.



SEE SHEET 2 OF 2 FOR SURVEYOR'S DESCRIPTION

CONTROL POINT ASSOCIATES, INC., ALL RIGHTS RESERVED.
THE CONTENTS OF THIS DOCUMENT, OR PORTIONS THEREOF, IS FOR THE EXCLUSIVE USE OF THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC., IS PROHIBITED.

NOTES:

1. PROPERTY KNOWN AS SECTION 125.83, BLOCK 7, P/O LOT 1.1, SECTION 130.27, BLOCK 2, LOTS 2.1, 4 & 5 AND BROOKFIELD STREET, AS SHOWN ON THE DIGITAL TAX MAP OF THE CITY OF WHITE PLAINS, WESTCHESTER COUNTY, STATE OF NEW YORK.

2. AREA OF SECTION 130.27, BLOCK 2, LOT 2.1 = 27,209± S.F. OR 0.625± AC.
   AREA OF SECTION 130.27, BLOCK 2, LOT 4 = 11,433± S.F. OR 0.262± AC.
   AREA OF SECTION 130.27, BLOCK 2, LOT 5 = 8,449± S.F. OR 0.194± AC.
   AREA OF EXCESS LAND PARCEL (EL2 & EL 3) = 46,133± S.F. OR 1.059± AC.
   AREA OF BROOKFIELD STREET TO BE ABANDONED = 8,785± S.F. OR 0.202± AC.
   AREA OF PROPOSED LOT = 102,009± S.F. OR 2.342± AC.

3. THE PURPOSE OF THIS SURVEY IS TO SHOW THE PROPOSED TAX LOT COMPRISED OF TAX LOTS 130.27-2-2.1, 130.27-2-4, 130.27-2-5 ,PRELIMINARY OVERALL EXCESS LAND PARCEL (EL2 & EL 3) AND BROOKFIELD STREET, PER CLIENT REQUEST.

4. THE IMPROVEMENTS SHOWN HEREON AS SHADED BACKGROUND INFORMATION, ARE BASED ON REF. #2 AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.

REFERENCES:

1. THE NEW YORK DIGITAL TAX MAP OF THE CITY OF WHITE PLAINS, WESTCHESTER COUNTY, STATE OF NEW YORK.

2. MAP ENTITLED "BOUNDARY, TOPOGRAPHIC & UTILITY SURVEY P/O SECTION 125.83, BLOCK 7, LOT 1.1, SECTION 130.27, BLOCK 2, LOT 2, SECTION 130.27, BLOCK 2, LOT 3, SECTION 130.27, BLOCK 2, LOT 4 AND SECTION 130.27, BLOCK 2, LOT 5 26-28 EAST POST ROAD, 34 EAST POST ROAD, 42 EAST POST ROAD, 60 EAST POST ROAD CITY OF WHITE PLAINS, COUNTY OF WESTCHESTER, STATE OF NEW YORK", PREPARED BY CONTROL POINT ASSOCIATES INC PC, DATED 09-03-2025, AND REVISED 09-12-2025 (REVISION 1).

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ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S EMBOSSED OR INKED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.
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PROGRESS PRINT
Nov 13, 2025 - 1:43pm

11-12-2025
DATE

ANDREW J. FLANAGAN
NEW YORK PROFESSIONAL LAND SURVEYOR #050417

No.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN:	APPROVED:	DATE
1	ADDED PROPOSED TAX LOT		M.A.P.	A.J.F.	11-12-2025

FIELD DATE: 08-13-2025
FIELD BOOK NO.: NYC 25-06
FIELD BOOK PG.: 101
FIELD CREW: DG
DRAWN: M.A.P.
REVIEWED: G.J.S.

TAX LOT SURVEY
SECTION 125.83, BLOCK 7, P/O LOT 1.1,
SECTION 130.27, BLOCK 2, LOTS 2.1, 4 & 5
& BROOKFIELD STREET
26, 34, 42 & 60 EAST POST ROAD & DR. MARTIN L. KING, JR. BLVD.
CITY OF WHITE PLAINS, WESTCHESTER COUNTY
STATE OF NEW YORK

PREPARED BY:
CONTROL POINT ASSOCIATES, INC.
9 TIMES SQUARE, 200 WEST 41ST STREET, SUITE 1203
NEW YORK, NY 10036
646.780.0411 - 908.668.9595 FAX
WWW.CPASURVEY.COM
WARREN, NJ 908.668.0099
ALBANY, NY 518.217.5010
CHALFONT, PA 215.712.9800
MT. LAUREL, NJ 609.857.2099
LONG ISLAND, NY 631.580.2645
SOUTHBOROUGH, MA 508.948.3000
ROCHESTER, NY 585.250.1764

APPROVED: A.J.F. | DATE: 11-12-2025 | SCALE: 1"=40' | FILE NO.: 01-190014-11 TAX LOT SURVEY | SHEET: 1 OF 2

SURVEYOR'S DESCRIPTION

LOT 1.1, BLOCK 7, SECTION 125.83,
LOTS 2.1, 4 AND 5, BLOCK 2, SECTION 130.27
AND BROOKFIELD STREET
IN THE CITY OF WHITE PLAINS,
WESTCHESTER COUNTY, NEW YORK

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF NEW YORK POST ROAD (A.K.A. EAST POST ROAD, A.K.A. NEW YORK STATE ROAD 22, VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY LINE OF WINCHESTER STREET (50-FEET WIDE RIGHT OF WAY);

THENCE WESTERLY, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID NEW YORK POST ROAD, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

1. ALONG THE SOUTHERLY LINE OF LOT 2, BLOCK 2, SECTION 130.27 (LANDS NOW OR FORMERLY OF WHITE PLAINS URBAN RENEWAL AGENCY), SOUTH 49 DEGREES 26 MINUTES 24 SECONDS WEST, A DISTANCE OF 126.87 FEET TO A POINT ON THE EASTERLY LINE OF LOT 3, BLOCK 2, SECTION 130.27 (LANDS NOW OR FORMERLY OF I.R. 42-44 E. POST LLC);

2. THENCE, ALONG THE SOUTHERLY LINE OF SAID LOT 3, BLOCK 2, SECTION 130.27, IN PART, AND ALONG THE SOUTHERLY LINE OF LOT 4, BLOCK 2, SECTION 130.27 (LANDS NOW OR FORMERLY OF 34 EPR LLC) , IN PART, SOUTH 49 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 221.89 FEET THE SOUTHEASTERLY END OF A CURVE TO THE RIGHT, AT THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF BROOKFIELD STREET (50-FEET WIDE RIGHT OF WAY);

3. THENCE, ALONG THE SOUTHERLY LIMIT OF SAID BROOKFIELD STREET, SOUTH 49 DEGREES 43 MINUTES 48 SECONDS WEST, A DISTANCE OF 71.99 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF SAID BROOKFIELD STREET, SAID POINT BEING THE SOUTHEASTERLY CORNER OF LOT 5, BLOCK 2, SECTION 130.27 (LANDS NOW OR FORMERLY OF WHITE PLAINS URBAN RENEWAL AGENCY);

4. THENCE, ALONG THE SOUTHERLY LINE OF SAID LOT 5, BLOCK 2, SECTION 130.27, SOUTH 49 DEGREES 42 MINUTES 05 SECONDS WEST, A DISTANCE OF 50.01 FEET TO A POINT ON THE DIVISION LINE BETWEEN SAID LOT 5, ON THE EAST, AND LOT 6, BLOCK 2, SECTION 130.27 (LANDS NOW OR FORMERLY OF ADEOGUN OWONIKOKO COMPANY LLC), ON THE WEST;

THENCE NORTHWESTERLY, ALONG SAID DIVISION LINE, NORTH 40 DEGREES 17 MINUTES 49 SECONDS WEST, A DISTANCE OF 134.98 FEET TO A POINT ON THE DIVISION LINE BETWEEN SAID LOT 5, BLOCK 2, SECTION 130.27, ON THE SOUTH, AND LOT 8, BLOCK 2, SECTION 130.27 (LANDS NOW OR FORMERLY OF GABE REALTY CORP.), ON THE NORTH;

THENCE NORTHEASTERLY, ALONG THE DIVISION LINE BETWEEN SAID LOT 5, BLOCK 2, SECTION 130.27, ON THE SOUTH , AND, ON THE NORTH, SAID LOT 8, BLOCK 2, SECTION 130.27, IN PART, AND LOT 1.1, BLOCK 7, SECTION 125.83 (LANDS NOW OR FORMERLY OF WHITE PLAINS HOUSING AUTHORITY), IN PART, NORTH 80 DEGREES 11 MINUTES 35 SECONDS EAST, A DISTANCE OF 24.76 FEET TO A POINT DISTANT 0.02 FEET SOUTH AND 0.01 FEET WEST OF A REBAR CAPPED LABELED "CPA";

THENCE, THROUGH SAID LOT 1.1, BLOCK 7, SECTION 125.83 THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1. NORTH 40 DEGREES 17 MINUTES 55 SECONDS WEST, A DISTANCE OF 81.53 FEET O A POINT;
2. THENCE NORTH 49 DEGREES 43 MINUTES 29 SECONDS EAST, A DISTANCE OF 195.30 FEET TO A POINT;
3. THENCE NORTH 09 DEGREES 48 MINUTES 18 SECONDS WEST, A DISTANCE OF 22.46 FEET TO A POINT;
4. THENCE NORTH 49 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 50.68 FEET TO A POINT;
5. THENCE SOUTH 40 DEGREES 17 MINUTES 55 SECONDS EAST, A DISTANCE 19.31 FEET TO A POINT;
6. THENCE NORTH 49 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 21.51 FEET TO A POINT;
7. THENCE NORTH 77 DEGREES 15 MINUTES 43 SECONDS EAST, A DISTANCE OF 13.66 FEET TO A POINT;
8. THENCE NORTH 12 DEGREES 42 MINUTES 11 SECONDS WEST, A DISTANCE OF 7.13 FEET TO A POINT;
9. THENCE NORTH 49 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 108.85 FEET TO A POINT;
10. THENCE NORTH 40 DEGREES 17 MINUTES 55 SECONDS WEST, A DISTANCE OF 12.82 FEET TO A POINT;
11. THENCE NORTH 49 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 47.46 FEET TO A POINT;
12. THENCE SOUTH 40 DEGREES 17 MINUTES 55 SECONDS EAST, A DISTANCE OF 13.09 FEET TO A POINT;
13. THENCE NORTH 66 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 58.90 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID WINCHESTER STREET;

THENCE SOUTHEASTERLY, ALONG WESTERLY RIGHT OF WAY LINE OF SAID WINCHESTER STREET, SOUTH 23 DEGREES 08 MINUTES 55 SECONDS EAST, A DISTANCE OF 109.05 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 102,009 SQUARE FEET OR 2.342 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH ALL THE RIGHTS AND INTERESTS IN THE 10 FEET WIDE RIGHT OF WAY EASEMENT AS RECORDED IN LIBER 2804, PAGE 193, OF THE PUBLIC RECORDS OF WESTCHESTER COUNTY, STATE OF NEW YORK.

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THE PURPOSE ORIGINALLY INTENDED. WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC., IS PROHIBITED.

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PROGRESS PRINT
Nov 12, 2025 - 4:08pm

11-12-2025
DATE

ANDREW J. FLANAGAN
NEW YORK PROFESSIONAL LAND SURVEYOR #050417

No.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN:	APPROVED:	DATE

FIELD DATE: 08-13-2025
FIELD BOOK NO.: NYC 25-06
FIELD BOOK PG.: 101
FIELD CREW: DG
DRAWN: M.A.P.

TAX LOT SURVEY
SECTION 125.83, BLOCK 7, P/O LOT 1.1,
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& BROOKFIELD STREET
26, 34, 42 & 60 EAST POST ROAD & DR. MARTIN L. KING, JR. BLVD.
CITY OF WHITE PLAINS, WESTCHESTER COUNTY
STATE OF NEW YORK

PREPARED BY:
CONTROL POINT ASSOCIATES, INC.
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MT. LAUREL, NJ 609.857.2099
LONG ISLAND, NY 631.580.2645
SOUTHBOROUGH, MA 508.948.3000
ROCHESTER, NY 585.250.1764

REVIEWED:	APPROVED:	DATE	SCALE	FILE NO.	SHEET
G.J.S.	A.J.F.	11-12-2025	N.T.S.	01-190014-11 TAX LOT SURVEY	2 OF 2

TAX MAP



December 10, 2025

1:1,500

0 70 140 280 ft

N

Tax parcel data was provided by local municipality. This map is generated as a public service to Westchester County residents for general information and planning purposes only, and should not be relied upon as a sole informational source. The County of Westchester hereby disclaims any liability from the use of this GIS mapping system by any person or entity. Tax parcel boundaries represent approximate property line location and should NOT be interpreted as or used in lieu of a survey or property boundary description. Property descriptions must be obtained from surveys or deeds. For more information please contact local municipality assessor's office.

Westchester County GIS

GIS

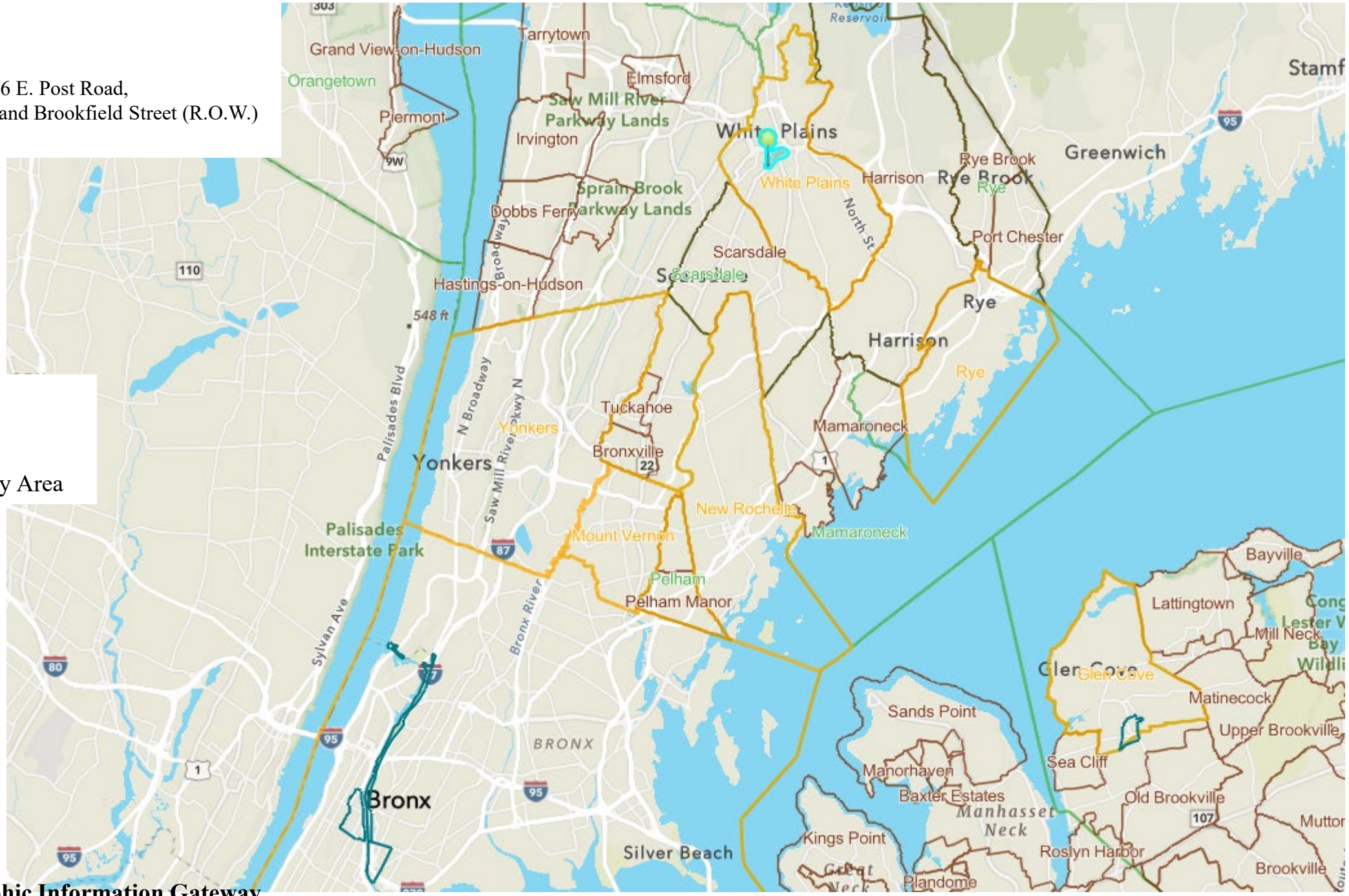
http://giswww.westchestergov.com

Michaelian Office Building
148 Martine Avenue Rm 214
White Plains, New York 10601

EXHIBIT C

BOA Map

East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd, 26 E. Post Road,
34 E. Post Road, 42 E. Post Road and Brookfield Street (R.O.W.)
White Plains, New York 10601



Legend:

- Site Location
- Brownfield Opportunity Area

December 2025
Source: NYS DOS Geographic Information Gateway

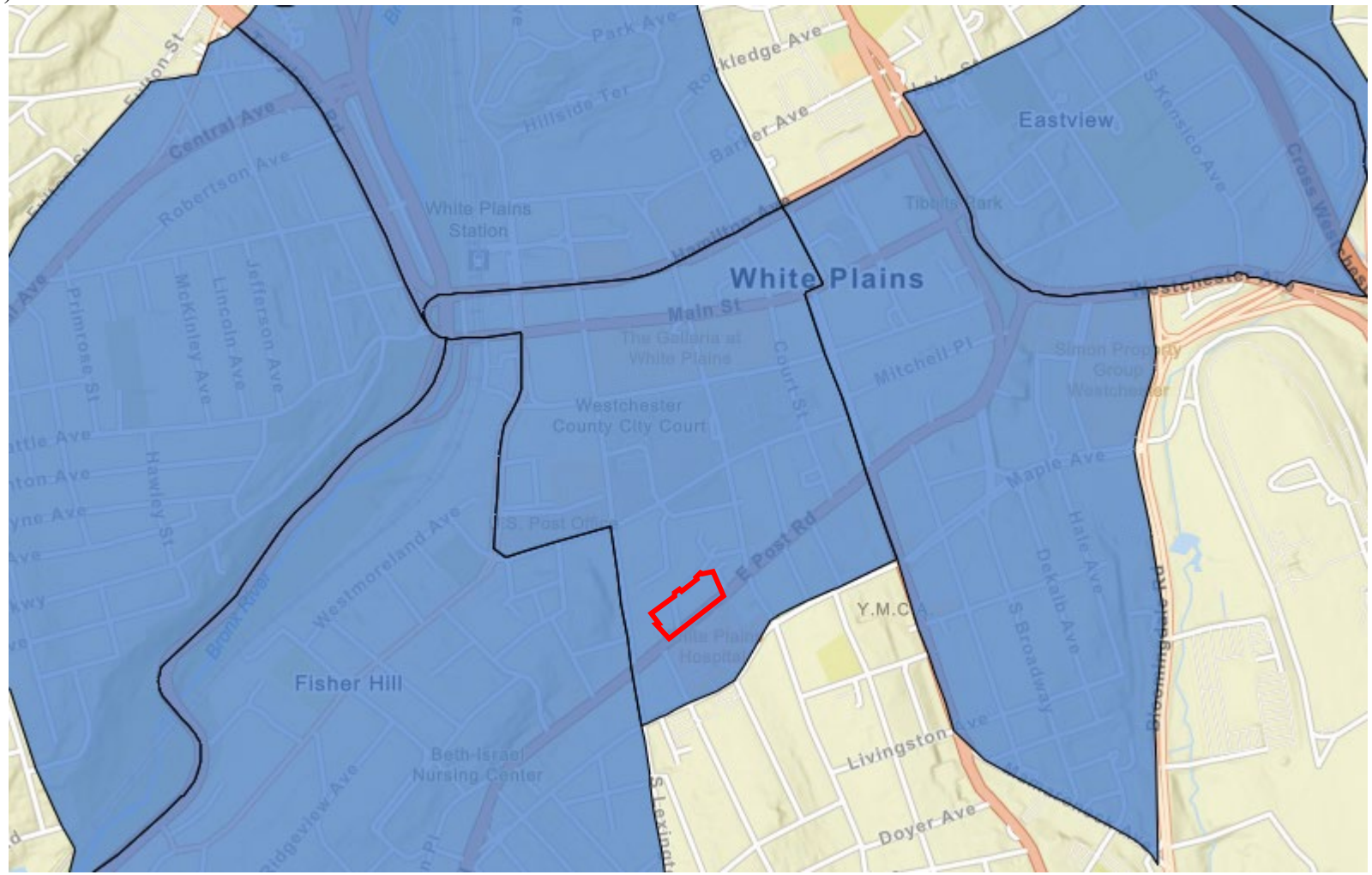
Disadvantaged Communities Map

East Post Road Garage Site

p/o Dr. Martin L. King, Jr. Blvd, 26 E. Post Road,
34 E. Post Road, 42 E. Post Road and Brookfield Street (R.O.W.)
White Plains, New York 10601

DAC

GEOID: 36119009300
Household Count: 1430
Population Count: 2968
Regional Economic Development Council: Mid-Hudson



Legend:

Site Property Boundary

Disadvantaged Community

Source: NYSERDA

Census Tract 36119009300 is **Designated a DAC**
This Tract covering **White Plains city** has a population of **2,968**

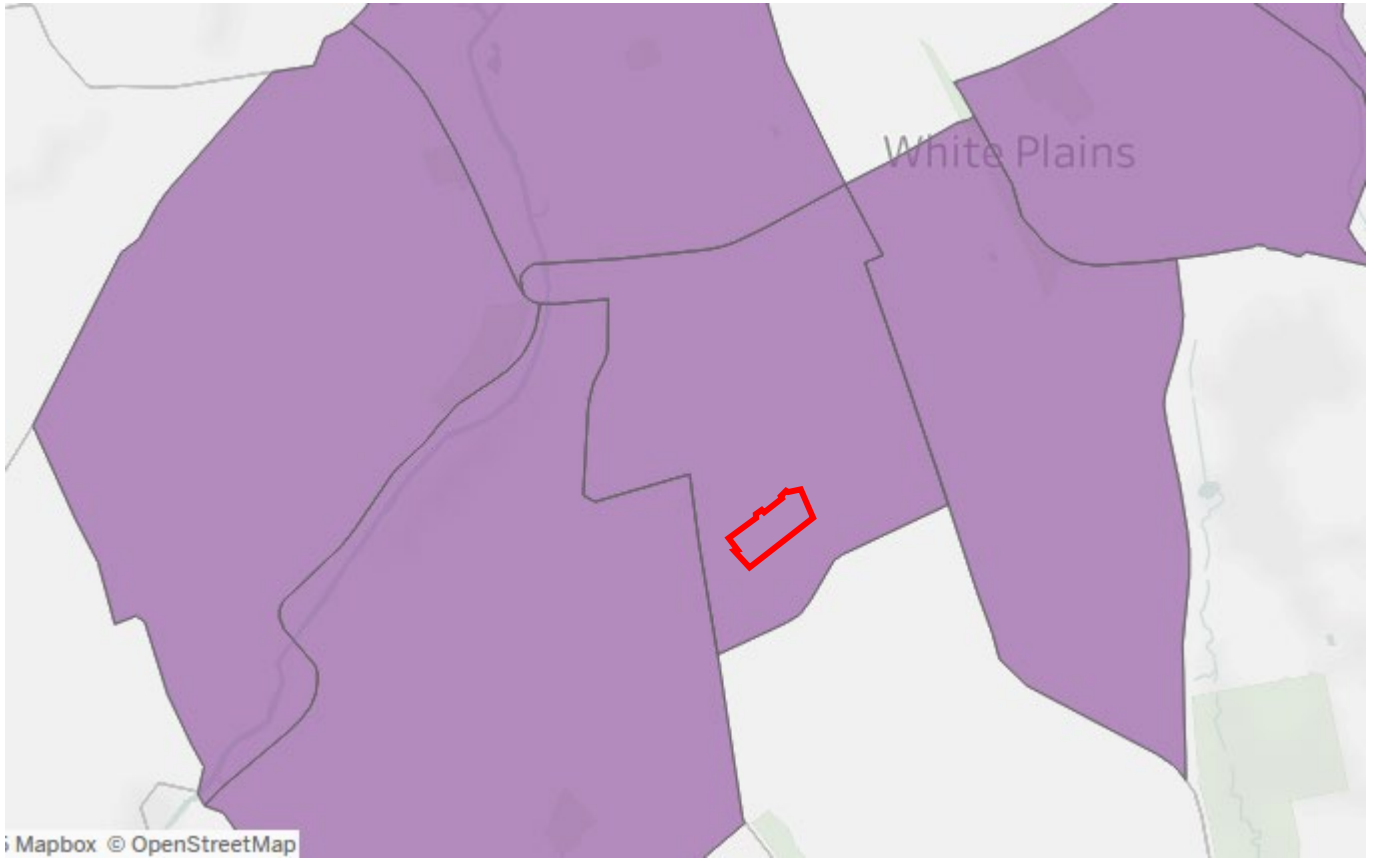
Environmental Burden is higher
than **55%** of Census Tracts statewide
Population Vulnerability is higher
than **80%** of Census Tracts statewide

Population Characteristics & Vulnerability

Health Impacts & Burdens	Asthma ED visits	77%
	COPD ED visits	72%
	Heart attack (MI) Hospitalization	7%
	Low Birthweight	50%
	Pct Adults Age 65+	93%
	Pct w/ Disabilities	75%
	Pct w/o Health Insurance	85%
	Premature Deaths	18%
Housing, Mobility, Communications	Energy Poverty / Cost Burden	6%
	Homes Built Before 1960	13%
	Housing Cost Burden (Rental C..	87%
	Manufactured Homes	0%
	Pct Renter-Occupied Homes	79%
	Pct w/o Internet (home or cellul..	44%
Income	Pct <100% of Federal Poverty ..	89%
	Pct <80% Area Median Income	86%
	Pct Single-Parent Households	89%
	Pct w/o BachelorÆs Degree	44%
	Unemployment Rate	97%
Race/Ethnicity	Limited English Proficiency	85%
	Pct Asian	79%
	Pct Black or African American	72%
	Pct Latino/a or Hispanic	88%
	Pct Native American or Indigen..	2%

Environmental Burden & Climate Change Risk

Land Use & Historic Discrimination	Active Landfills	0%
	Housing Vacancy Rate	60%
	Industrial/Manufacturing/Mining La..	0%
	Major Oil Storage Facilities	0%
	Municipal Waste Combustors	0%
	Power Generation Facilities	0%
	Regulated Management Plan (Ch..	27%
	Remediation Sites	57%
	Scrap Metal Processing	0%
Potential Climate Change Risk	Agricultural Land Use	0%
	Coastal Flooding and Storm Risk ..	0%
	Driving Time to Urgent/Critical Care	1%
	Extreme Heat Projections (>90? d..	96%
	Inland Flooding Risk Areas	7%
	Low Vegetative Land Cover	84%
Potential Pollution Exposure	Benzene Concentration (Modeled)	55%
	Particulate Matter (PM2.5)	48%
	Traffic: Diesel Trucks	65%
	Traffic: Number of Vehicles	89%
	Wastewater Discharge	13%



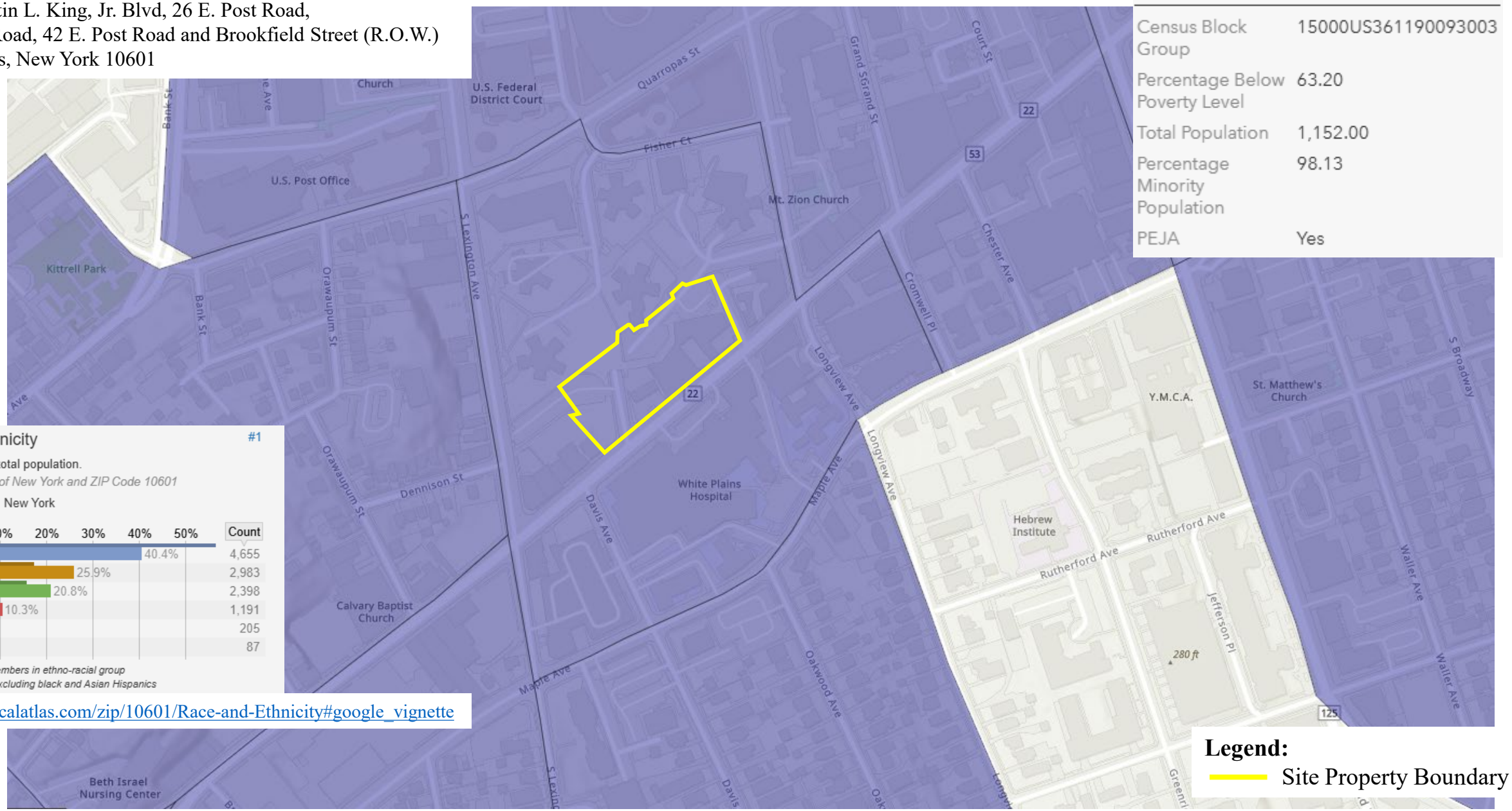
Source: NYS Climate Act

EJ MAP

East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd, 26 E. Post Road,
34 E. Post Road, 42 E. Post Road and Brookfield Street (R.O.W.)
White Plains, New York 10601

Potential Environmental Justice Area (PEJA) Communities: 15000US361190093003

Census Block Group	15000US361190093003
Percentage Below Poverty Level	63.20
Total Population	1,152.00
Percentage Minority Population	98.13
PEJA	Yes



Legend:
Site Property Boundary

Race and Ethnicity

#1

Percentage of the total population.

Scope: population of New York and ZIP Code 10601

10601 — New York

	0% 10% 20% 30% 40% 50%	Count
White[1]	40.4%	4,655
Hispanic[2]	25.9%	2,983
Black	20.8%	2,398
Asian	10.3%	1,191
Mixed[1]	1.8%	205
Other[1]	0.8%	87

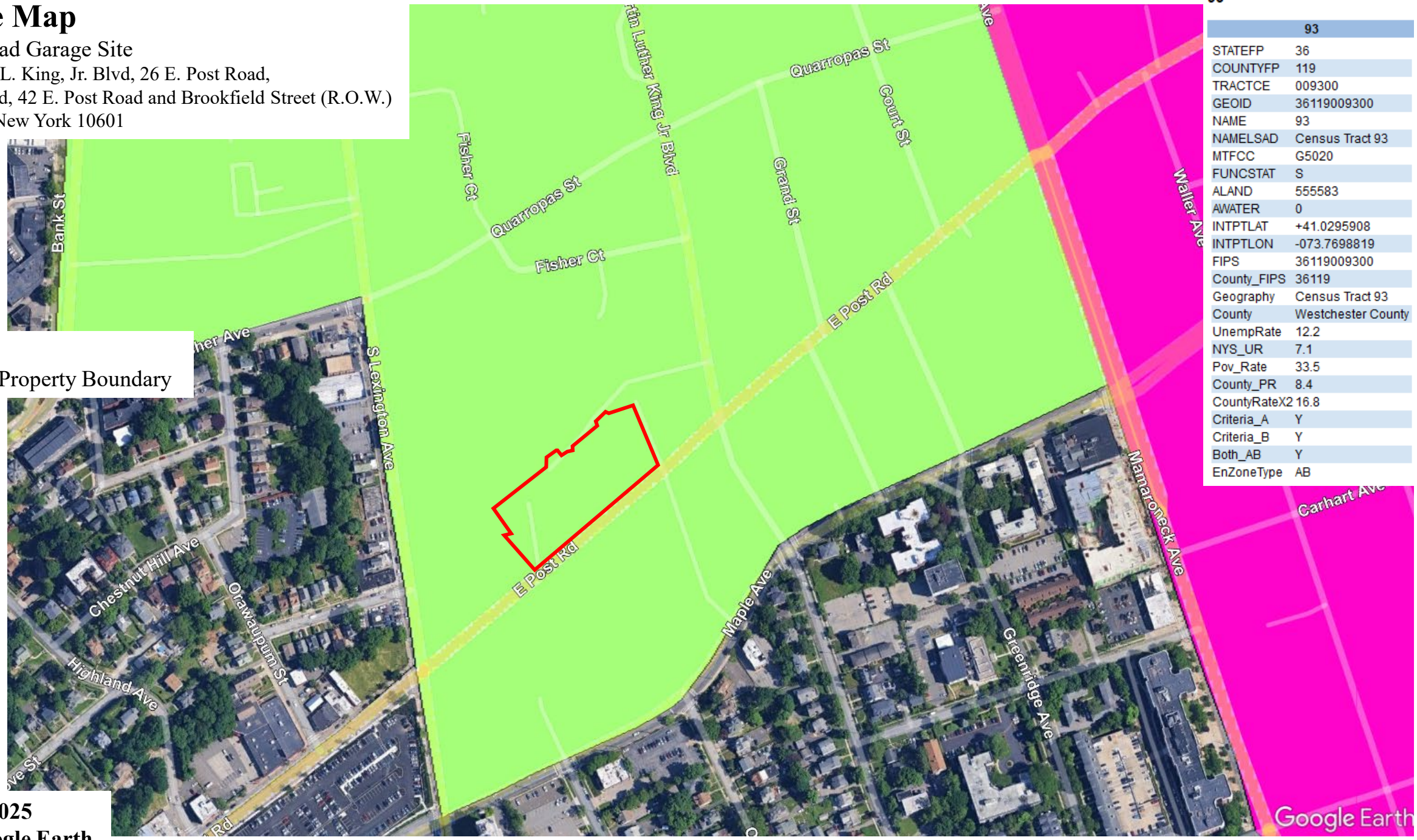
Count *number of members in ethno-racial group*

[1] *non-Hispanic* [2] *excluding black and Asian Hispanics*

https://statisticalatlas.com/zip/10601/Race-and-Ethnicity#google_vignette

En-Zone Map

East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd, 26 E. Post Road,
34 E. Post Road, 42 E. Post Road and Brookfield Street (R.O.W.)
White Plains, New York 10601



Legend:

- Site Property Boundary

December 2025
Source: Google Earth

93

	93
STATEFP	36
COUNTYFP	119
TRACTCE	009300
GEOID	36119009300
NAME	93
NAMELSAD	Census Tract 93
MTFCC	G5020
FUNCSTAT	S
ALAND	555583
AWATER	0
INTPTLAT	+41.0295908
INTPTLON	-073.7698819
FIPS	36119009300
County_FIPS	36119
Geography	Census Tract 93
County	Westchester County
UnempRate	12.2
NYS_UR	7.1
Pov_Rate	33.5
County_PR	8.4
CountyRateX2	16.8
Criteria_A	Y
Criteria_B	Y
Both_AB	Y
EnZoneType	AB

EXHIBIT D

FLOOD MAP

East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd, 26 E. Post Road,
34 E. Post Road, 42 E. Post Road and Brookfield Street (R.O.W.)
White Plains, New York 10601

Legend:

★ Site Location

All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.

December 2025
Source: FEMA Flood Map



EXHIBIT E

STATE OF NEW YORK }
COUNTY OF WESTCHESTER } ss.:
CITY OF WHITE PLAINS }

I, the undersigned, City Clerk, of the City of White Plains, NY, do hereby certify that I have compared the proceeding with the original Resolution adopted by the Common Council of the City of White Plains, NY, by a vote of the majority of the members of the Common Council at a **Regular Stated** meeting held **December 1, 2025** , and I do hereby certify the same to be a correct transcript therefrom and of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of White Plains, NY, this

December 2, 2025

Jill Iannetta
City Clerk of White Plains

CERTIFIED COPY

from the

CITY OF WHITE PLAINS
255 Main Street
White Plains, NY 10601

CERTIFIED COPY

of a(an)

RESOLUTION

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WHITE PLAINS APPROVING THE APPLICATION SUBMITTED ON BEHALF OF WHITE PLAINS HOSPITAL CENTER, 34 EPR, LLC AND EAST POST ROAD LLC FOR SITE PLAN AND SPECIAL PERMIT APPROVAL FOR THE DEVELOPMENT OF A PARKING GARAGE ON PROPERTY LOCATED ON EAST POST ROAD, WHITE PLAINS, NEW YORK

ADOPTED BY THE COMMON COUNCIL

of the

CITY OF WHITE PLAINS

on

December 1, 2025

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF WHITE PLAINS APPROVING THE APPLICATION SUBMITTED ON BEHALF OF WHITE PLAINS HOSPITAL CENTER, 34 EPR, LLC AND EAST POST ROAD LLC FOR SITE PLAN AND SPECIAL PERMIT APPROVAL FOR THE DEVELOPMENT OF A PARKING GARAGE ON PROPERTY LOCATED ON EAST POST ROAD, WHITE PLAINS, NEW YORK

WHEREAS, the Common Council of the City of White Plains, at its meeting held on November 3, 2025, received a communication from the Commissioner of Building dated October 27, 2025 forwarding an application (the "Application"), submitted on behalf of White Plains Hospital Center (the "Hospital"), East Post Road LLC ("EPRLLC") and 34 EPR, LLC ("34 EPR" and together with the Hospital and EPRLLC the "Applicants") for site plan approval pursuant to Section 7.7.2 of the Zoning Ordinance of the City of White Plains (the "Zoning Ordinance") and for approval of special permits pursuant to for the development of an approximately 1,950 space parking garage to provide parking for employees and visitors of the Hospital and for residents of the adjacent Brookfield Commons development owned by the White Plains Housing Authority (the "Authority," and such development, the "Proposed Action"); and

WHEREAS, the Proposed Action is contemplated to occur on the following properties:

1. 26-28 East Post Road (Section 130.27, Block 2, Lot 5), 42-44 East Post Road (Section 130.27, Block 2, Lot 3) and 60 East Post Road (Section 130.27, Block 2, Lot 2), currently owned by the White Plains Urban Renewal Agency (the "Agency," and such parcels, the "Agency Parcels");
2. 34 East Post Road (Section 130.27, Block 2, Lot 4), currently owned by 34 EPR (the "34 EPR Parcel");

3. The bed of Brookfield Street, a right of way owned and operated by the City of White Plains ("Brookfield Street"); and
4. An approximately 1.06 acre portion of Section 125.83, Block 7, Lot 1.1, now forming a portion of the Brookfield Commons development and adjacent to the Agency Parcels, the 34 EPR Parcel and Brookfield Street, owned by the Housing Authority (the "Housing Authority Parcel")

; with the Agency Parcels, the 34 EPR Parcel, Brookfield Street and the Housing Authority Parcel being known as the "Premises;" and

WHEREAS, the Applicants have further requested that the Common Council determine that the Premises is included within the Hospital's Development Site (as such term is defined by Section 2.4 of the Zoning Ordinance) along with the legacy hospital; and

WHEREAS, at its meeting held on July 16, 2025, the Board of the Agency designated EPRLLC as a qualified and eligible sponsor for the acquisition of the Agency Parcels and for the development of the Proposed Action in accordance with Articles 15 and 15-A of the General Municipal Law and authorized the sale of the Agency Parcels to EPRLLC; and

WHEREAS, also at its meeting of July 16, 2025, the Board of the Agency, as Lead Agency, found that the Proposed Action would not involve a significant adverse environmental impact for purposes of the State Environmental Quality Review Act, Environmental Conservation Law §8-0101 et seq. and its implementing regulations codified at Part 617 of Title 6 of the New York Codes, Rules and Regulations (altogether, "SEQRA"); and

WHEREAS, as an Involved Agency in the Agency's environmental review of the Proposed Action, the Common Council is bound by the environmental findings made by the Agency and no further environmental review of the Proposed Action is required; and

WHEREAS, at its meeting held on August 4, 2025, the Common Council of the City of White Plains (the "Common Council") approved of the designation of EPRLLC as a qualified and eligible sponsor for the acquisition of the Agency Parcels and for the development of the Proposed Action in accordance with Articles 15 and 15-A of the General Municipal Law, and further authorized the sale of the Agency Parcels to EPRLLC; and

WHEREAS, the Agency and EPRLLC have executed a purchase and sale agreement for EPRLLC's acquisition of the Agency Parcels in order to complete the Proposed Action; and

WHEREAS, EPRLLC and the Housing Authority are currently negotiating a purchase and sale agreement whereby EPRLLC will purchase the Housing Authority Parcel in connection with the development of the Proposed Action; and

WHEREAS, at its meeting of October 6, 2025, the Common Council adopted Local Law No. 4, entitled "A Local Law Authorizing the Discontinuance of Brookfield Street and the Sale of Such Lands Associated Therewith," (the "Local Law"), which Local Law authorized the discontinuance of Brookfield Street as a right-of-way of the City of White Plains, and subject to other requirements, authorized the sale of the lands underlying Brookfield Street to be sold to any entity designated as a qualified and eligible sponsor by the Common Council and the Agency, and which Local Law became effective upon its filing with the Secretary of State of the State of New York on October 10, 2025; and

WHEREAS, it is anticipated that the Proposed Action will be undertaken by EPRLLC; and

WHEREAS, in furtherance of the Application, the Applicants submitted the following documents:

1. Cover letter dated October 24, 2025 from William S. Null, Esq. of Cuddy & Feder LLP;
2. Long Form Building Permit Application;
3. Environmental Assessment Form prepared by AKRF, Inc., dated September 25, 2025;
4. Traffic Impact Evaluation Memorandum prepared by Kimley Horn, dated August 22, 2025;
5. Topographic, Boundary and Utility Survey prepared by Control Point Associates, Inc. P.C., dated September 30, 2025;
6. Site Plans and Architectural Plans prepared by AKRF, Inc., Walker Consultants, Payette Architects and Kimley Horn, dated September 30, 2025, including the following sheets:
    a. C001 – Title Sheet – AKRF
    b. C002 and C003 – Notes – AKRF
    c. C101 – Existing Conditions and Site Removals Plan – AKRF
    d. C201 – Site Layout Plan – AKRF
    e. C202 – Pavement Plan – AKRF
    f. C203 and C204 – Vehicle Turning Movement Plan – AKRF
    g. C301 – Grading and Drainage Plan – AKRF
    h. C401 – Utility Plan – AKRF

i. C501 – Right-of-Way Photometic Plan

j. C601 – Soil Erosion and Sediment Control Plan – AKRF

k. C602 – Soil Erosion and Sediment Control Notes and Drafts – AKRF

l. C701 through C705 – Construction Details – AKRF

m. L-1.0 – Landscaping Plan – Kimley Horn

n. L-2.0 – Landscaping Notes and Detail – Kimley Horn

o. A-100 – Lower Tier Plan – Walker

p. A-101 – Ground Tier Plan – Walker

q. A-102 – Second Tier Plan – Walker

r. A-103 – Third Tier Plan – Walker

s. A-104 – Fouth Tier Plan – Walker

t. A-105 – Fifth Tier Plan – Walker

u. A-106 – Sixth Tier Plan – Walker

v. A-107 – Seventh Tier Plan – Walker

w. A-108 – Eighth Tier Plan – Walker

x. S-230 – Structural Elevations – Walker

y. E-701 – Ground Tier Lighting Calculations – Walkers

z. A3-01 – Façade and Signage – Payette

aa. A3-10 – Detail Façade Key – Payette

bb. A3-11 – Façade and Signage – EPR Central Core – Payette

cc. A3-12 – Façade and Signage – EPR East Core – Payette

dd. A3-13 – Façade and Signage – EPR North Central Core – Payette

ee. A3-14 – Façade and Signage – EPR West Core – Payette

ff. A3-40 – Bridge Renderings – Payette

gg. A3-41 – Bridge Drawings – Site Plan and Section – Payette

hh. A3-70 – Enlarged Exterior Renderings – Payette

ii. AC-71 – Enlarged Exterior Renderings – Payette; and

7. Stormwater Pollution Prevention Plan (SWPPP) prepared by AKRF, Inc., dated September 30, 2025;
8. Solid Waste Management Form prepared by White Plains Medical Center, dated September 29, 2025; and
9. Utility Services MEP Calculations prepared by Walker Consultants, dated September 26, 2025; and

WHEREAS, a portion of the property, consisting of the Agency Parcels, the 34 EPR Parcel and Brookfield Street is located in the Business-3 (B-3) Zoning District, while the Housing Authority Parcel is located in the Multiple Residence 0.35 (RM-0.35) Zoning District; and

WHEREAS, the development of a parking garage in the B-3 Zoning District is a permitted accessory use in accordance with Section 5.1 of the Zoning Ordinance, and is thus permitted in the case of the Proposed Action as the Premises will be included in the Hospital's Development Site and used in connection with the legacy hospital on the same Development Site on East Post Road; and

WHEREAS, Section 5.1 of the Zoning Ordinance requires that a special permit be obtained to develop a parking garage in the RM-0.35 Zoning District in accordance with in Section 6 of the Zoning Ordinance; and

WHEREAS, Section 5.3, footnote (n) requires that a special permit be obtained to increase the number of stories of a structure in the RM-0.35 Zoning District to eight (8); and

WHEREAS, the development of the Proposed Action required that the following variances be obtained from the Board of Appeals:

	Required	Existing	Proposed	Variance
In the B-3 District				
All Bldg. Coverage	80%	-	88.2%	8.2%
Front Yard Setback	5’-0”	-	0’-0”	5’-0”
Rear Yard Setback	15’-0”	-	10.9’	4.1’
Max. Height, Stories	4 Stories	-	8 Stories	4 Stories
Max. Height, Feet	50’-0”	-	95’-0”	45’-0”
In the RM-0.35 District				
All Bldg. Coverage	60%	-	69%	9.5%
Rear Yard Setback	30’-0”	-	6.5’	23.5’

(the “Requested Variances”); and

WHEREAS, at is meeting on October 8, 2025, the Board of Appeals granted the Requested Variances; and

WHEREAS, the Application was further referred to the Westchester County Planning Board pursuant to Section 239-m of the General Municipal Law; and

WHEREAS, since the Application involves the approval of special permits, Section 6.4.2 of the Zoning Ordinance requires that a public hearing be held on the Application; and

WHEREAS, at its meeting of November 3, 2025, the Common Council set a date for a public hearing on the Application for December 1, 2025 and directed the Applicant to give notice thereof; and

WHEREAS, the Common Council has received the following communications with regard to the Application:

a. Commissioner of Building, dated November 24, 2025;

b. Commissioner of Planning, dated November 19, 2025;

c. City of White Plains Design Review Board, dated November 14, 2025;

d. Commissioner of Public Safety, dated November 12, 2025;

e. Commissioner of Public Works, dated November 25, 2025;

f. City of White Plains Planning Board, dated November 19, 2025;

g. Deputy Commissioner for Transportation Engineering, dated November 12, 2025;

h. City of White Plains Transportation Commission, dated November 18, 2025;

i. Commissioner of Parking, dated November 17, 2025; and

j. Westchester County Planning Board, dated November 26, 2025; and

WHEREAS, the Common Council heard public comment at the hearing held on December 1, 2025, which hearing was then closed on such date; and

WHEREAS, the Common Council has reviewed and considered comments from the various City departments, officers, agencies, boards and commissions, the Westchester County Planning Board, and the Environmental Officer, and has reviewed the Application with consideration of the “One White Plains” Comprehensive Plan adopted in June 2024 (the

"Comprehensive Plan"), the B-3 Zoning District, the RM-0.35 Zoning District and the standards set forth in the Zoning Ordinance, including, but not limited to, Sections 5, 6 and 7; and

NOW, THEREFORE, BE IT

RESOLVED, that Common Council determines that the Premises be and hereby is included in the Applicant Hospital's Development Site, as such term is defined in Section 2.4 of the Zoning Ordinance, in addition to the legacy Hospital on East Post Road; and

RESOLVED, that the Common Council hereby adopts, as the Common Council's findings, the Commissioner of Planning's analysis of the Application's compliance with Sections 6.5, 6.7 and 7.5 of the Zoning Ordinance, as such analysis is stated in the Commissioner's communication dated November 19, 2025; and be it further

RESOLVED, that based upon the above Findings and the approval of the Requested Variances, the Common Council determines that the applicable standards of Sections 5, 6 and 7 of the Zoning Ordinance have been satisfied and approval of the site plan and special permit for the Proposed Action be and hereby are granted, subject to the following conditions:

A. The Applicant's compliance with the comments and conditions numbered 1 through 6 set forth in the communication of the Commissioner of Planning dated November 19, 2025; and

B. The Applicant's compliance with the comments and conditions as set forth in the memorandum of Woodard & Curran Engineering and Geological Services P.A. P.C. dated November 25, 2025 as attached to the communication of the Commissioner of Public Works, dated November 25, 2025, which comments and conditions shall be satisfied to the

satisfaction of the Commissioner of Public Works prior to Building Department applications, as follows:

Stormwater Management Design & SWPPP: Conditions numbered 1 through 16

Utilities – General: Conditions numbered 1 through 8

Utilities – Domestic Water: Conditions numbered 1 through 5

Utilities – Sanitary Sewer: Conditions numbered 1 through 6

Site: Conditions numbered 1 through 10

General: Conditions numbered 1 through 4

And the further condition that a revised "Site Plan Approval Drawing Set" be resubmitted to the Department of Public Works to include all utility work shown in the additional documents provided to the City on November 19, 2025; and

C. Per the Communication of the Chair of the Design Review Board dated November 14, 2025: if the photovoltaic canopy is removed, the Applicant must return to the Design Review Board with a modified design for approval.

RESOLVED, that this Resolution shall be effective immediately.

RESOLUTION OF THE BOARD OF APPEALS OF THE CITY OF WHITE PLAINS GRANTING APPLICATION NO. Z-2025-25 SEEKING AN AREA VARIANCES FOR PROPERTY LOCATED AT 40 EAST POST ROAD.

WHEREAS, on August 25, 2025, the Deputy Commissioner of Building denied a request for a permit to Joseph Guarracino, on behalf of the White Plains Hospital Center, 34 EPR LLC and East Post Road LLC (collectively referred to as the "Applicant") to construct a parking garage at 40 East Post Road (the "Premises"), in the City of White Plains, in violation of the maximum all building coverage, maximum height in feet and stories, front yard setback and rear yard setback in the B-3 (Intermediate Business) District and the maximum permitted all building coverage and rear yard setback in the RM-0.35 (Residential Multi-Family) District; and

WHEREAS, on August 25, 2025, pursuant to the Zoning Ordinance of the City of White Plains (the "Zoning Ordinance"), the Applicant petitioned the Board of Appeals for the variances necessary to construct a parking garage in violation of dimensional standards of the B-3 and RM-0.36 Districts; and

WHEREAS, the proposed parking garage will be constructed on an approximate 2.3 acre assemblage of property designated on the Official Tax Assessment Map of the City of White Plains as follows: Section 130.27, Block 2, Lot 5 (26-28 East Post Road);Section 130.27, Block 2, Lot 4(34 East Post Road); Section 130.27, Block 2, Lot 3(42-44 East Post Road); Section 130.27, Block 2, Lot 2(60 East Post Road); and Section 125.83, Block 7, Lot 1.1; and

WHEREAS, the Applicant is seeking to construct a 9-level (8 story), approximately 1,950-space parking garage adjacent to White Plains Hospital that will primarily serve Hospital employees in addition to residents of Brookfield Commons; and

WHEREAS, the B-3 District limits the all building coverage to 80% and requires a front yard setback of 5 feet and a rear yard setback of 15 feet; and

WHEREAS, the B-3 District limits structures to a height of 50 feet and 4 stories; and

WHEREAS, the RM-0.35 District limits the all building coverage to 60% and requires a rear yard setback of 30 feet; and

WHEREAS, the proposed garage will have 8 stories with a height of 95 feet; and

WHEREAS, the proposed garaged will have a 0 foot front yard setback with an approximate 10.9 foot rear yard setback in the B-3 District and an approximate 6.5 foot setback in the RM-0.35 District; and

WHEREAS, the proposed garage will have an all building coverage of approximately 88.2% in the B-3 District and approximately 69% in the RM-0.35 District; and

WHEREAS, the proposed garage will have a massing that is greater than the nearby buildings along the north side of East Post Road, the garage will be comparable to the massing of the hospital and medical office buildings in the project vicinity and will have a lower height than the residential buildings of Brookfield Commons; and

WHEREAS, prior to submission of this Application, the White Plains Urban Renewal Agency, at its meeting on July 16, 2025, found that the proposed garage would not produce a significant adverse environmental impact for purposes of the State Environmental Quality Review Act, Environmental Conservation Law §8-0101 et seq. and its implementing regulations codified at Part 617 of Title 6 of the New York Codes, Rules and Regulations (altogether, "SEQRA"); and

WHEREAS, in support of the request for the area variances, the Applicant submitted the following:

- Letter, dated August 22, 2025 from William S. Null of Cuddy & Feder LLP;
- Board of Appeals Application dated August 21, 2025;
- Full Environmental Assessment Form with attachments, dated August 19, 2025;
- Aerial Plan;
- Site Layout and Zoning Compliance Plan, sheets ZB101and ZB102prepared by AKRF, Inc., dated August 22, 2025 ;
- Architectural drawings, sheets A-100 through A-108, A-402 and S-230 prepared by Walker Construction, dated August 25, 2025;
- Elevation, sheet A3-01, prepared by Payette, dated August 19, 2025;
- Surveys prepared by Control Point Associates, Inc. dated August 7, 2023 and June 7, 2022;
- List of properties within 200 feet of the Premises; and
- Block Diagram, sheet ZB301 prepared by AKRF Inc., dated August 22, 2025; and

WHEREAS, the application was referred by the Board of Appeals to various Boards, Departments and Officers, including the Public Safety Department, Planning Department, and the Design Review Board for comments and recommendations; and

WHEREAS, a duly noticed public hearing before the Board of Appeals for the City of White Plains was placed on the calendar for October 8, 2025; and

WHEREAS, communications have been received from various Boards, Departments and Officers, including;

1. Communication, dated September 12, 2025, from the Department of Parking stating that the Department has no objection to the requested variances;
2. Communication, dated September 12, 2025, from Kent Johnson, Chairman of the Design Review Board, stating that the Board had no comment at this time;
3. Communication, dated August 29, 2025, from David E. Chong, Commissioner of Public Safety, stating that the Department had not objection to the requested variances; and
4. Communication, dated October 7, 2025, from Eileen McClain, Senior Planner, recommending approval of the requested variances noting that "scarcity of available land proximate to the hospital, and the increasing demand for parking generated by expanding medical facilities, made the site selection for the garage the most appropriate choice, despite the limiting dimensional requirements of the B-3 and RM-0.35 districts"; and

WHEREAS, at the hearing, all parties wishing to speak in favor of, or in opposition to, the Applicant's request for the area variances were afforded the opportunity to be heard; and

WHEREAS, Section 10.3.5.2 of the Zoning Ordinance requires that the Zoning Board may grant the minimum variance necessary if the benefit to the applicant is greater than the detriment to the health, safety and welfare of the community; and

WHEREAS, after a review of the record, and after having had due deliberations thereon, now, therefore, be it

RESOLVED, that the Board of Appeals makes the following findings of fact and determinations concerning this application:

1. The instant appeal can be granted as the variances would not result in a detriment to the health, safety, morals, comfort, convenience or general welfare of the community.
2. The requested variances are reasonable as the proposed parking structure would replace deteriorated sites with a new building that provides needed parking for a vitally important City and regional hospital
3. The proposed garage would not produce an undesirable change in the character of the neighborhood as Premises is comprised of blighted and underutilized parcels.
4. The requested variances for height and stories are reasonable as the Brookfield Commons Phase III building will be located approximately 40 feet from the rear of the proposed garage and has a height of 128 feet, which is approximately 33 feet taller than the garage.
5. The requested variances for the proposed garage will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood as construction of the garage on parcels that are blighted will include an environmental clean-up of the Premises.
6. The benefit sought by the applicant cannot be achieved by some method feasible as the garage is being developed to maximize available parking for hospital employees and visitors and residents of Brookfield Commons, which

will provide relief to the Upper Highlands neighborhood by absorbing overflow parking on residential streets in the area.

7. The difficulty is t self-created but that does not justify denial of the requested variances.

BE IT FURTHER RESOLVED, that the Board of Appeals, based upon a review of the record and determinations made herein, grants the application for an approximate 8.2 percent all building coverage variance; a variance for 4 additional stories; a 45 foot height variance, a 5 foot front yard variance and an approximate 4.1 foot rear yard variance in the B-3 District as well as an approximate 9.5 percent all building coverage variance and an approximate 23.5 foot rear yard variance in the RM-0.35 District in accordance with the submitted plans, as approved by said Board on October 8, 2025, subject to being submitted to and approved by the Commissioner of Building of the City of White Plains conditioned the variances shall expire by limitation unless such building or work so authorized shall have been substantially constructed within one year from the date of the granting of these variances. Such limitation may upon application to the Board be extended for an additional period to be determined by the Board.

Dated: December 3, 2025

BOARD OF APPEALS OF THE CITY OF WHITE PLAINS

CECILIA G. BIKKAL
Chairperson

RECEIVED
DEC 05 2025
OFFICE OF THE CITY CLERK
CITY OF WHITE PLAINS

I HEREBY CERTIFY the above to be a full, true and correct copy of a resolution duly adopted by the Board of Appeals of the City of White Plains on the date above mentioned, five

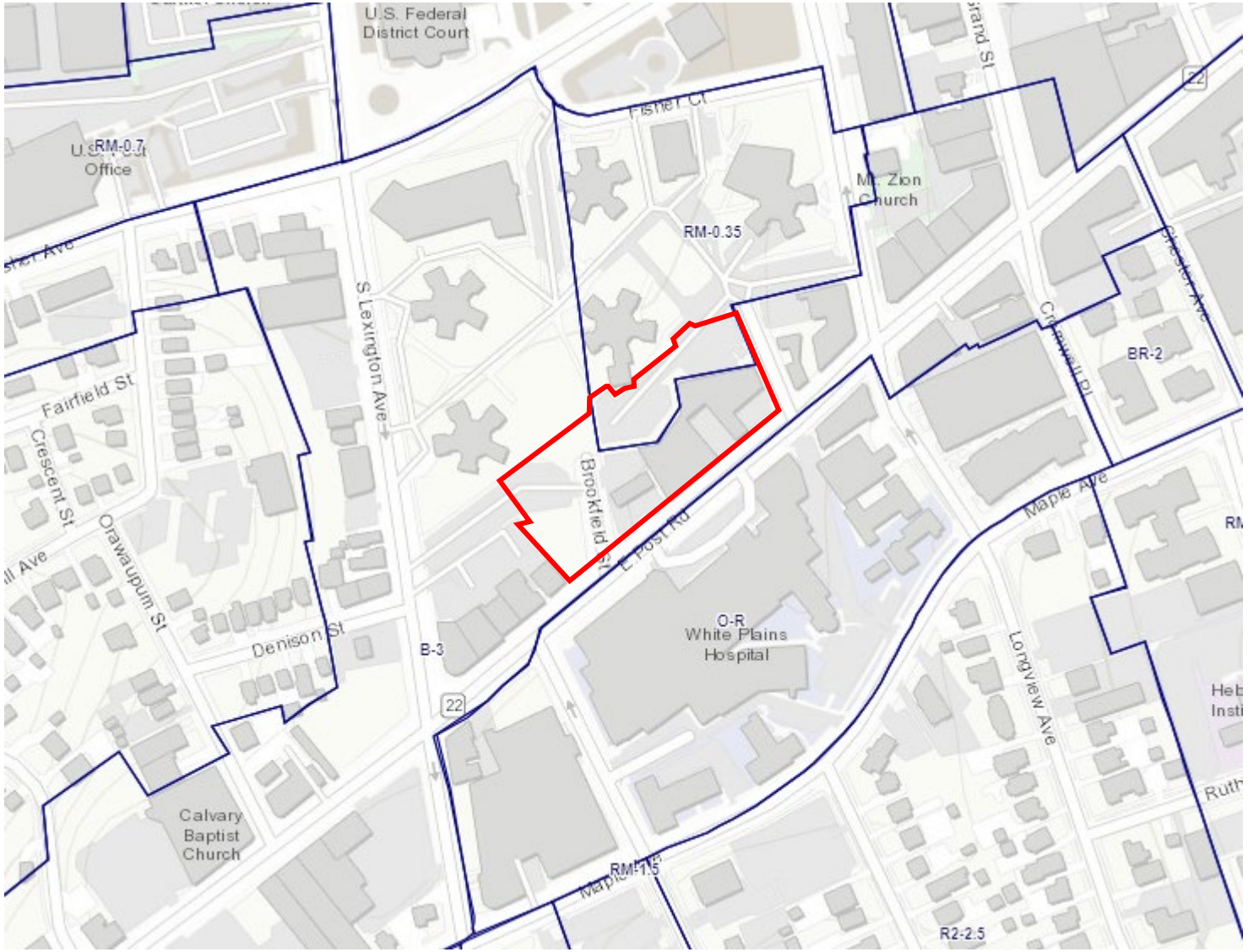
(5) members of the Board being present, four (4) concurring and one (1) recusing; said resolution being filed in the office of the Board of Appeals on the date below.

Alison Walsh
Secretary

Dated: December 5, 2025
White Plains, New York

ZONING MAP

East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd, 26 E. Post Road,
34 E. Po1st Road, 42 E. Post Road and Brookfield Street (R.O.W.)
White Plains, New York 10601



Legend:

Site property boundary

Zoning Districts: B-3 and RM-0.35

December 2025

Source: City of White Plains, Maps, Plans & Zoning

Zoning District: RM-035 (Residential Multi-Family)

https://www.cityofwhiteplains.com/DocumentCenter/View/8865/Zoning-Ordinance-City-of-White-Plains-Amended-through-December-1-2025?bidId=

District: RM-0.35

USE	TYPE
"One family dwelling"	PP
"Two family dwelling"	PP
"Multi-family dwellings"	PP
The keeping of not more than one "roomer" per "dwelling unit" in a "one family dwelling" or "two family dwelling"	PA
The keeping of "household pets"	PA
"Minor accessory buildings"	PA
Customary indoor or outdoor athletic facilities, such as playfields or stadia, as accessory to a "private school," "university," "college" or seminary	SP
Non-profit "recreation facilities"	PA
Accessory "swimming pools" as regulated by Sections 4.4.24 and 6.7.3	SP
Accessory tennis courts, paddle tennis courts or other similar courts	SP
Accessory "dish antennas" as regulated by Sections 4.4.23 and 6.7.21	SP
Churches or other places of worship	PP
Sunday schools or other similar religious schools	PA
Parish houses or rectories	PA
Convents	PP
"Transitional housing for homeless families"	SP
"Uses" of the City of White Plains	PP
"Uses" of other governments, subject to the requirements of Section 5.6	PP
"Public schools"	PP
"Private secondary or elementary schools"	SP
"Nursery schools" or "day care centers"	SP
"Nursery schools" or "day care centers" in conjunction with a permitted church, other place of worship, "membership club," or "public school" or "private secondary or elementary school"	PA
Independent, unaffiliated "nursery schools" or "day care centers" located within a permitted church, other place of worship, "membership club," or "public school" or "private secondary or elementary school"	SP
"Universities," "colleges" or seminaries	SP
Dormitories as accessory to a "private school," "university," "college," seminary or convent	PA
"Domiciliary care facilities," "community residences" or "rooming houses"	SP
Libraries, museums or art galleries not operated for profit	SP
Office in residence of a "professional person" as regulated by Section 5.4.2	PA
Office space for physicians and dentists within the lowest "story" of a "multi-family dwelling" limited to not more than 50% of the "gross floor area" of that "story" and 10% of such area of the "building"	SP
Business, administrative or headquarters offices for "philanthropic institutions"	SP
"Customary home occupations" as regulated by Section 5.4.2	PA

District: RM-0.35

USE	TYPE
"Accessory electronic games"	PA
"Public utility buildings or structures"	SP
"Solar Energy System" as regulated by Sections 4.4.21 and 6.7.35	PA
"Private garages," carports or open parking for private passenger vehicles	PA
"Parking lots" or "parking garages"	SP
Accessory parking adjoining business or industrial districts	SP
Neighborhood parking (See Section 6.7.13)	SP
"Parking lots" or "parking garages" of the City of White Plains or its Parking Department	PP
Stacked attendant parking	SP*

KEY:
PP = Permitted Principal "Use";
PA = Permitted "Accessory Use";
SP = Special Permit "Use";
(R-A), etc. = Prior District designation;
* = When in the Central Parking Area

Zoning District: B-3 (Intermediate Business)

District: B-3

USE	TYPE
"Multi-family dwellings"	PP
The keeping of "household pets"	PA
Commercial indoor "recreation facilities"	pp
"Health clubs"	SP
Theaters	PP
"Membership clubs"	SP
Accessory "swimming pools" as regulated by Sections 4.4.24 and 6.7.3	SP
Accessory tennis courts, paddle tennis courts or other similar courts	SP
Accessory "dish antennas" as regulated by Sections 4.4.23 and 6.7.21	SP
Churches or other places of worship	PP
Sunday schools or other similar religious schools	PA
Parish houses or rectories	PA
Convents	PP
"Emergency shelters"	SP*
"Overnight shelters for the homeless"	SP*
"Social service centers for homeless persons"	SP*
"Uses" of the City of White Plains	PP
"Uses" of other governments, subject to the requirements of Section 5.6	PP
"Public schools"	PP
"Private secondary or elementary schools"	SP
"Nursery schools" or "day care centers"	PP
"Nursery schools" or "day care centers" in conjunction with a permitted church or other place of worship, "membership club," or "public school" or "private secondary or elementary school"	PA
Independent, unaffiliated "nursery schools" or "day care centers" located within a permitted church, other place of worship, "membership club," or "public school" or "private secondary or elementary school"	SP
"Universities," "colleges" or seminaries	PP
"Domiciliary care facilities," "community residences" or "rooming houses"	SP
Business or professional offices	PP
Offices for group education, training or counseling in "buildings" containing no residential "uses"	PP*
Office in residence of a "professional person" as regulated by Section 5.4.2	PA
Business, administrative or headquarters offices for "philanthropic institutions"	PP
Stores for sales at retail or performance of customary personal services or services clearly incident to retails sales, including "real estate offices," but not including sales of automobile parts or accessories involving installation at point of sale	PP
"Retail laundries" or "retail dry cleaners"	PP
Banks	PP

District: B-3

USE	TYPE
"Consumer financial services establishments"	PP*
Business or trade schools	PP
Libraries, museums or art galleries	PP
"Hotels"	SP
"Extended Stay Hotels"	SP
Newsstands	PA
Radio stations	SP*
"Customary home occupations" as regulated by Section 5.4.2	PA
"Restaurants" or "cafeterias"	SP
Outdoor dining	SP
"Restaurants" or "cafeterias" for employees	PA
"Cafes"	SP
"Bars"	PP
"Accessory electronic games"	PA
Mortuaries or funeral homes	PP
Veterinary hospitals, including boarding or care of small animals	SP
Motor vehicle sales or rental, including accessory "repair shops," "service stations" or outdoor storage of motor vehicles	SP
Motor vehicle "service stations"	SP
Medical laboratories	PP
"Public utility buildings or structures"	SP
"Solar Energy System" as regulated by Sections 4.4.21 and 6.7.35	PA
"Private garages," carports or open parking for private passenger vehicles	PA
"Parking lots" or "parking garages"	PA
Commercial "parking lots" for private passenger vehicles, but not for storage of used or new motor vehicles for sale or for hire	SP
"Parking lots" or "parking garages" of the City of White Plains or its Parking Department	PP
Stacked attendant parking	SP*

KEY:
PP = Permitted Principal "Use";
PA = Permitted "Accessory Use";
SP = Special Permit "Use";
(R-A), etc. = Prior District designation;
* = When in the Central Parking Area

EXHIBIT F

PREVIOUS & CURRENT OWNERS & OPERATORS LIST
East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, Brookfield Street, White Plains, NY 10601

Year	Contact Information Portion of Dr. Martin L. King, Jr. Boulevard (125.83-7-1.1) Owners	Status	Relation to Requestor
Unknown - 1948	Kate Eisner, Lester L. Scott, Anna and Christine Rissler, John M. and Patsy C. Brown, James E. Watkins, Mary A. Levine, Grayce Willis, Isabelie Brennan, William R. and Daniel C. Holland, City of White Plains, Post Realty Corporation, Joseph C. Stukes, The Bethel Baptist Church, Nehemiah and Helen Green, St. John Church of God, Lousi Richardson, Elizabeth Fritsch, Susie Lawrence, Rosa Ercoli, Anton Yost, Hazel Jackson, Mattie R. Lee, Florence E. J. Carpenter, Harriet B. Hansen, Brigita Torres, Americo and Tessie DeBuono, Emma Sniffin, De Rio Realty Corporation, and Lucille O'Neal Gordon	Unknown	None
Unknown - 1949	Pheobe J. Brady, Harold Gordon, louis Baselice, Bernard Holding Corporation, Alberta Markumas, E.R.M. Realty Co., Inc., Harry P. Lefurgy, John A. and Willianna Gee, Frango's Inc., Howard H. Schrecke, Nellie L. Hummer, and The City of White Plains	Unknown	None
Unknown - 1950	Elizabeth F. Masterson, Ada Abramson, Lille Jennings, Nannie Winfield, Richard Dinkins, John Dinkins, Plains Realty Corp., Lousi Friedman, Zelda Friedman, Ava Cohn, Ferdinando Valenti, Catherine De Milia, Salvatore De Milia, Angelo De Milia, Michael De Milia, Rocco De Milia, Katheryn De Milia, Joseph De Milia, The Second Methodist Episcopal Church, Samuel Hustis, Harry P. Lefurgy, Margaret A. Foley, Katherine Hope Gillick, Mary Hope, Anne M. Connors, Michael J. Connors, Jennie Page, and Lackhardt Hudson Drake	Unknown	None
Unknown – 1951	The Bethel Baptist Church, Bessie Rubensky, and The City of White Plains	Unknown	None
Unknown - 1982	City of White Plains Address: 255 Main Street Phone: (914) 422-1200 White Plains, New York 10601	Active	None
1948, 1949, 1950, 1951 and 1982 - Present	White Plains Housing Authority (BK 7768 PG 00070) Address: 223 Dr. Martin Luther King Jr. Boulevard Phone: (914) 949-6462 White Plains, New York 10601	Active	Parties to Purchase and Sale Agreement
Operators			
1900	Multiple Private Dwellings/Residences	N/A	None
1900 – 1911	Multiple Private Dwellings/Residences and Apartment Buildings	N/A	None
1911 – 1950	Multiple Private Dwellings/Residences	N/A	None
1950 - Present	White Plains Housing Authority – Parking Address: 223 Dr. Martin Luther King Jr. Boulevard Phone: (914) 949-6462 White Plains, New York 10601	Active	Parties to Purchase and Sale Agreement

PREVIOUS & CURRENT OWNERS & OPERATORS LIST
East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, Brookfield Street, White Plains, NY 10601

Year	Contact Information 26 E. Post Road (130.27-2-5) Owners	Status	Relation to Requestor
Unknown – 2011	Michael C. Kenney, Ruth Hope Kenney (deceased) and Doris J. Seus (deceased) Address: 3 Keari Lane Phone: Unknown South Burlington, VT 05403	Active	None
2011 – 2018	Singer Real Estate Group, LLC Address: c/o James Striar, Esq. Phone: (914) 313-5280 2500 Westchester Avenue, Suite 109 Purchase, New York 10577	Active	None
2018 - 2021	26-28 E Post LLC Address: c/o Omrani & Taub, P.C. Phone: (212) 714-1515 488 Madison Avenue, 20th Floor New York, New York 10022	Unknown	None
2021 – 05/04/2026	White Plains Urban Renewal Agency (BK 61181 PG 3352) Address: 70 Church Street Phone: (914) 422-1300 White Plains, New York 10601	Active	None
05/04/2026 – Present	East Post Road LLC Address: 41 E. Post Road Phone: (914) 681-0600 White Plains, New York 10601	Active	Requestor
Operators			
Unknown – 1900	Vacant	N/A	None
1905 – 1950	Dwelling	N/A	None
1930 – 2004	Filing Station – Underground Tanks	N/A	None
1963	J&N Service Station Address: Unknown Phone: Unknown	Unknown	None
1975	Gulf Address: Old Connecticut Path, Suite 600 Phone: (800) 774-4853 Framingham, MA 01701	Active	None
1979	H&M Power Test, Inc. Address: N/A Phone: N/A	Inactive	None
1987	Power Test Gas Station (F/K/A Getty) – Power Test acquired all of Getty's assets in the 1980s Address: N/A Phone: N/A	Inactive	None
1990s-Present	Vacant	N/A	None

PREVIOUS & CURRENT OWNERS & OPERATORS LIST
East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, Brookfield Street, White Plains, NY 10601

Year	Contact Information 34 E. Post Road (130.27-2-4) Owners	Status	Relation to Requestor
Unknown – 1936	The County Trust Company Address: Unknown Phone: Unknown	Unknown	None
1936 – Unknown	Sinclair Refining Company Address: N/A Phone: N/A	Inactive via Merger	None
Unknown – 1970	Atlantic Richfield Company (Purchased by BP in 2000) Address: N/A Phone: N/A	Inactive	None
1970 – 1973	BP Oil Corporation Address: N/A Phone: N/A	Inactive	None
1973 – 1983	BP Oil Inc. Address: N/A Phone: N/A	Inactive	None
1983 – 1987	Northville Gasoline Corp. Address: N/A Phone: N/A	Inactive	None
1987 - 2022	Marianina Oil Corp. Address: c/o Mancy Maduri Phone: Unknown 706 Mamaroneck Avenue White Plains, New York 10605	Inactive/ Bankrupt	None
2022 – 05/06/2026	34 EPR, LLC (622493240) Address: 41 East Post Road Phone: (914) 681-0600 White Plains, New York 10601	Active	Requestor
05/06/2026 – Present	East Post Road LLC Address: 41 E. Post Road Phone: (914) 681-0600 White Plains, New York 10601	Active	Requestor
Operators			
Unknown-1911	Dwelling and Unknown Building	N/A	None
1939	Jay's Service Stations Address: Unknown Phone: Unknown	Inactive	None
1954	Sinclair Refining Company Address: N/A Phone: N/A	Inactive via Merger	None
1966 - 1977	Post Davis Service Station Address: Unknown Phone: Unknown	Inactive	None
1969 - 1983	BP Oil Corporation Address: N/A Phone: N/A	Inactive	None
1983 – 1992	Northville Gasoline Corp. – Retail gasoline service station (Contracted with Marianina after property sold) Address: N/A Phone: N/A	Inactive	None
1992 – 1995	Retail gasoline service station – Temporarily Suspended Operations	N/A	None
1995 – 2006	Barrier Oil Corporation – CITGO Address: Citgo, 1293 Eldridge Parkway Phone: (832) 486-4840 Houston, Texas 77077	Active	None
2006 – 2021	E. Post Road Gas Mart, Inc. Address: c/o Fawzi Ibrahim Phone: Unknown 13 Butler Place	Active	None

PREVIOUS & CURRENT OWNERS & OPERATORS LIST
East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road,
Brookfield Street, White Plains, NY 10601

	Yonkers, New York 10710		
2021 - Present	Vacant	N/A	None

PREVIOUS & CURRENT OWNERS & OPERATORS LIST
East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, Brookfield Street, White Plains, NY 10601

Year	Contact Information Former 42 E. Post Road (Former 130.27-2-3) n/k/a Portion to 130.27-2-2.1 Owners	Status	Relation to Requestor
Unknown – 1962	42 E. Post Road W.P. Corp. Address: Unknown Phone: Unknown	Unknown	None
1962 – 1962	Hardwicke Furniture, Inc. Address: Unknown Phone: Unknown	Unknown	None
1962 – 1968	Ely Chaikin, Maurice M. Friedman and Anne Friedman Address: Unknown Phone: Unknown	Unknown	None
1968 – 1970	Zephyr American Corp. (NY LLC) Address: N/A Phone: N/A	Inactive	None
1970 – 1974	Zephyr American Corp. (Delaware LLC) Address: N/A Phone: N/A	Inactive	None
1974 – 1974	Trans-Hattan Corp. Address: Unknown Phone: Unknown	Unknown	None
1974 – 2009 and 2017	Irving Rakoff and Ralph Marolda Address: c/o Rakoff Realty 200 Mamaroneck Avenue, Suite 405 Phone: (914) 949-1100 White Plains, New York 10601	Deceased	None
2009 - 2024	42-44 East Post Road LLC Address: c/o Direct Property Management Phone: (914) 999-3121 415 Fifth Avenue Pelham, New York 10803	Active	None
2017 – 2024	I.R. 42-44 E. Post LLC Address: c/o Steven Rakoff Phone: (914) 447-2227 64 Morris Lane Scarsdale, New York 10583	Active	None
2024 – 05/04/2026	White Plains Urban Renewal Agency (643443136) Address: 70 Church Street Phone: (914) 422-1300 White Plains, New York 10601	Active	None
05/04/2026 – Present	East Post Road LLC Address: 41 E. Post Road Phone: (914) 681-0600 White Plains, New York 10601	Active	Requestor
Operators			
Unknown – 1911	Two Dwellings	N/A	None
1930	Vacant	N/A	None
1936 - 1938	Rice Bros. Motor Co. Address: N/A Phone: N/A	Inactive	None
1939 - 1954	Big Dollar Markets (David A. Jacob and Irene Goldner) Address: Uknown Phone: Unknown	Unknown	None
1962	Plaid Stamps Redemption Store Address: Unknown Phone: Unknown	Unknown	None
1972 - 1982	S&H Uniform Corp. Address: 1125 Central Park Avenue Phone: (914) 937-6800	Active	None

PREVIOUS & CURRENT OWNERS & OPERATORS LIST
East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, Brookfield Street, White Plains, NY 10601

	Scarsdale, New York 10583		
1982	Landauer HM HT Cr Address: Unknown Phone: Unknown	Unknown	None
1982	Penn Auto & Pit Glass Address: Unknown Phone: Unknown	Unknown	None
1987 - 2000	Walker Surgical ASC/Walker Respiratory Home Care Address: Unknown Phone: Unknown	Unknown	None
1992	LHR Limousine LTD Address: c/o Lewis H. Roper Phone: Unknown 20 Harrison Place White Plains, New York 10603	Inactive	None
1992 - 1995	PRR Waxing and Detailing LTD Address: Unknown Phone: Unknown	Unknown	None
1992 - 2010	Rakoff Realty Address: 200 Mamaroneck Avenue, Suite 405 Phone: (914) 949-1100 White Plains, New York 10601	Active	None
1995	Brakes for Less Address: Unknown Phone: Unknown	Unknown	None
1995 - 2005	Union Enterprises Address: Unknown Phone: Unknown	Unknown	None
1973	Autoscope Inc. Address: Unknown Phone: Unknown	Unknown	None
1986	Autosounds Unlimited Address: Unknown Phone: Unknown	Unknown	None
2000	United States K9 Academy Address: Unknown Phone: Unknown	Unknown	None
2005	Grand Development LLC Address: Unknown Phone: Unknown	Inactive	None
2005	Cornell Construction LLC Adress: Unknown Phone: Unknown	Inactive	None
2010 - 2014	Dolex Dollar Express Address: 10777 Westheimer Road, Suite 1040 Phone: (800) 892-0210 Houston, Texas 77042	Active	None
2010 - 2024	One Source Homecare Pharmacy Address: 285 Maple Avenue Phone: (914) 287-2410 White Plains, New York 10606	Active	None
2014 – 2024	White Plains Surgical Supply Address: 72 E. Post Road Phone: (914) 206-1767 White Plains, New York 10601	Active	None
2017	Dollar Rent a Car Address: 12W45310 E 31st Street Phone: (918) 669-2219 Tulsa, Oklahoma 74135	Active	None
2024 - Present	Vacant	N/A	None

PREVIOUS & CURRENT OWNERS & OPERATORS LIST
East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, Brookfield Street, White Plains, NY 10601

Year	Contact Information Former 60 E. Post Road (Former 130.27-2-2) n/k/a Portion to 130.27-2-2.1 Owners	Status	Relation to Requestor
(at least 1958) Unknown – 1981	Morgan Trust Company, as Trustee of the Santa Fe Retirement Plan Trust per Agreement Amended and Restated as of January 1, 1977 (F/K/A Santa Fe Railway System Retirement Trust u/a with the Atchison, Topeka, and Santa Fe Railway Company made 9/22/1954) Address: 270 Park Avenue Phone: (212) 270-6000 New York, New York 10017	Active	None
1981 – 2007	JP Morgan Chase Bank, N.A. (Formerly Morgan Guaranty Trust Company of New York), as Trustee under Declaration of Trust dated December 9, 1960 for the Commingled Pension Trust Fund Address: 270 Park Avenue Phone: (212) 270-6000 New York, New York 10017	Active	None
2007 – 2010	NY Mortgage Fund Feeder LLC Address: Unknown Phone: Unknown	Active	None
2010 - 2021	Bridgestone Retail Operations, LLC Address: c/o Bridgestone Americas, Inc. Phone: (615) 937-1000 200 4th Avenue South Nashville, TN 37201	Active	None
2021 – 05/04/2026	White Plains Urban Renewal Agency (612183126) Address: 70 Church Street Phone: (914) 422-1300 White Plains, New York 10601	Active	None
05/04/2026 – Present	East Post Road LLC Address: 41 E. Post Road Phone: (914) 681-0600 White Plains, New York 10601	Active	Requestor
Operators			
1900	Two Dwellings	N/A	None
1911 - 1950	Four Dwellings	N/A	None
1950 - 2021	The Firestone Tire & Rubber Company (Lease, dated 09/04/1958 and recorded in Liber 5845, Page 12) Address: c/o Bridgestone Americas, Inc. Phone: (615) 937-1000 200 4th Avenue South Nashville, TN 37201	Active	None
1977 - 1995	Westchester Tire Co. Inc. (Merger with Rampo 1998) Address: c/o Paul Gruben Phone: Unknown 7 Post Lane Suffern, New York 10801	Inactive	None
2000	Ramapo Discount Tire Center Address: c/o Paul Gruben Phone: Unknown 7 Post Lane Suffern, New York 10801	Inactive	None
2021 - Present	Vacant	N/A	None

PREVIOUS & CURRENT OWNERS & OPERATORS LIST
East Post Road Garage Site
p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, Brookfield Street, White Plains, NY 10601

Year	Contact Information Brookfield Street Owners	Status	Relation to Requestor
Unknown – 05/04/2026	City of White Plains Address: 255 Main Street White Plains, New York 10601 Phone: (914) 422-1200	Active	None
05/04/2026 – Present	East Post Road LLC Address: 41 E. Post Road White Plains, New York 10601 Phone: (914) 681-0600	Active	Requestor
Operators			
Unknown - 1942	Street	N/A	None
1942 – 2025	City of White Plains Right-of-way	N/A	None
2025 - Present	Disused right-of-way (to be discontinued upon the sale of the right-of-way by the City of White Plains)	N/A	None

EXHIBIT G

NEW YORK METRO
800-853-4803
Stewart.com/nymetro

Title No. 71335463

Premises: White Plains, NY
Section: 125.83
Block: 7
Lot: 1.1

40 YEAR CHAIN OF TITLE

As to White Plains Housing Authority:

Source(s) of Title:

Deed from Catherine Marcotte, as executrix of the last will and testament of Pheobe J. Brady to White Plains Housing Authority, dated 3/17/1949 and recorded in Liber 4739 Page 141. (Portion of PUE - Lot 7 on Filed Map 689/1139)

Deed from Kate Eisner to White Plains Housing Authority, dated 5/3/1948 and recorded 5/3/1948 in Liber 4627 Page 429. (Portion of PUE – known as Lot 8 on Filed Map 1139)

Deed from Lester L. Scott to White Plains Housing Authority, dated 5/21/1948 and recorded 5/25/1948 in Liber 4635 Page 155. (Portion of PUE - Part of Lot 5, Filed Map 1139)

Deed from Anna Rissler and Christine Rissler to White Plains Housing Authority, dated 7/15/1948 and recorded 7/16/1948 in Liber 4653 Page 460. (Portion of PUE Northerly ½ of Lot 10, Filed Map 1139)

Deed from John M. Brown Jr. and Patsy C. Brown, his wife, to White Plains Housing Authority, dated 5/14/1948 and recorded 5/17/1948 in Liber 4632 Page 87. (Portion of PUE – Part of 17, 11A, Filed Map 1139)

Deed from James E. Watkins to White Plains Housing Authority, dated 5/10/1948 and recorded 5/11/1948 in Liber 4630 Page 445. (Portion of PUE - Lot 11, Filed Map 689/1139)

Deed from Mary A. Levine a/k/a Mary Abraham Lavine to White Plains Housing Authority, dated 6/30/1948 and recorded 7/1/1948 in Liber 4648 Page 361. (Portion of PUE -Part of Lot 11A, Filed Map 1139)

Deed from Grayce Willis to White Plains Housing Authority, dated 6/29/1948 and recorded 6/30/1948 in Liber 4648 Page 214. (Portion of PUE -Part of Lot 12, Filed Map 1139)

Deed from Mary Isabelie Brennan, Willaim E. Holland and Daniel C. Holland to White Plains Housing Authority, dated 8/17/1948 and recorded 9/24/1948 in Liber 4675 Page 394. (Portion of PUE - Part of Lots 12, 13 – Filed Map 1139)

Deed from The City of White Plains Corporation to White Plains Housing Authority, dated 10/25/1948 and recorded 12/17/1948 in Liber 4702 Page 407. (Portion of PUE - Part of Lot 12, Lots 12A, 5, 6 – Filed Map 1139)

Deed from Post Realty Corporation to White Plains Housing Authority, dated 5/6/1948 and recorded 5/6/1948 in Liber 4629 Page 222. (Portion of PUE – Part of Lots 13 and 14, Filed Map 1139)

Deed from Joseph C. Stukes to White Plains Housing Authority, dated 7/7/1948 and recorded 7/8/1948 in Liber 4651 Page 87. (Portion of PUE - Northerly part of Lot 14, Filed Map 1139)

Deed from The City of White Plains Corporation to White Plains Housing Authority, dated 10/25/1948 and recorded 12/17/1948 in Liber 4702 Page 404. (Part of Lots 15, 16, Filed Map 1139)

Deed from The Bethel Baptist Church of White Plains, New York to White Plains Housing Authority, dated 11/10/1948 and recorded 12/17/1948 in Liber 4702 Page 184. (Portion of PUE - Part of Lots 15, 16, Filed Map 1139)

Deed from The Bethel Baptist Church of White Plains, N.Y., to White Plains Housing Authority, dated 7/2/1951 and recorded 9/5/1951 in Liber 5019 Page 358. (Portion of PUE - Part of Lot 16, Filed Map 1139)

Deed from Nehemiah Green and Helen Brown Green, his wife, to White Plains Housing Authority, dated 5/3/1948 and recorded 5/3/1948 in Liber 4627 Page 459. (Portion of PUE - Northerly part of Lot 17, Filed Map 1139)

St. John Church of Church of God in Christ of the City of White Plains, Inc. to White Plains Housing Authority, dated 6/10/1948 and recorded 6/11/1948 in Liber 4641 Page 204. (Portion of PUE - Part of Lot 18, Filed Map 1139)

Deed from Louis Richardson to White Plains Housing Authority, dated 6/7/1948 and recorded 6/11/1948 in Liber 4641 Page 172) (Portion of PUE- Lot 9 on Filed Map 1089; Lot 18 on Filed Map 1139) (Rookfield Street)

Deed from Joseph A. Lichtenthal, as Committee of the person and property of Elizabeth Fritsch, an Incompetent, Paul J. Henneberg, Lydia Fietsch and Victor P. Henneberg to White Plains Housing Authority, dated 5/21/1948 and recorded 5/25/1948 in Liber 4634 Page 497. (Portion of PUE - Part of Lots 18 and 19, Filed Map 1139)

Deed from Susie Bennett Lawrence formerly Susie Bennett to White Plains Housing Authority, dated 6/7/1948 and recorded 6/11/1948 in Liber 4641 Page 136. (Portion of PUE - Northerly part of Lot 19, Filed Map 1139

Deed from Rosa Ercoli to White Plains Housing Authority, dated 6/16/1948 and recorded 6/17/1948 in Liber 4643 Page 181. (Portion of PUE - Southerly part of Lot 20, Filed Map 1139)

Deed from Anton Yost and Hazel Jackson, as descendants of Katherine Y. Braley, deceased 05/19478 to White Plains Housing Authority, dated 5/14/1948 and recorded 5/22/1948 in Liber 4634 Page 144. (Portion of PUE - Known as northerly ½ of Lot 20, Filed Map 1139)

Mattie R. Lee to White Plains Housing Authority, dated 6/17/1948 and recorded 6/23/1948 in Liber 4645 Page 284. (Portion of PUE - Lot 21, southerly ½ Lot 10, Filed Map 1139)

Deed from Elizabeth F. Masterson to White Plains Housing Authority, dated 5/1/1950 and recorded 5/8/1950 in Liber 4853 Page 286. (Lot 58, Filed Map 1139)

Deed from Ada Abramson to White Plains Housing Authority, dated 3/8/1950 and recorded 3/17/1950 in Liber 4835 Page 272. (Portion of PUE - Part of Lot 59, 60, Filed Map 1139)

Deed from Harold Gordon to White Plains Housing Authority, dated 9/1/1949 and recorded 9/30/1949 in Liber 4785 Page 245. (Portion of PUE - Southerly 30 feet of Lot 59, Filed Map 1139)

Deed from Lillie Jennings, Nannie Winfield, Richard Dinkins and John Dinkins to White Plains Housing Authority, dated 4/12/1950 and recorded 12/28/1950 in Liber 4938 Page 412. (Portion of PUE - Northerly part of Lot 60, Filed Map 1139) Note: John Dinkins did not sign this deed, see below.

Deed from John Dinkins to White Plains Housing Authority, dated 7/30/1950 and recorded 12/28/1950 in Liber 4938 Page 416. (Portion of PUE - Northerly part of Lot 60, Filed Map 1139)

Deed from Plains Realty Corp. to White Plains Housing Authority, dated 6/30/1940 and recorded 7/20/1950 in Liber 4880 Page 406. (Portion of PUE - Lot 61, Filed Map 1139)

Deed from Louis Baselice to White Plains Housing Authority, dated 1/3/1949 and recorded 2/17/1949 in Liber 4718 Page 266. (Portion of PUE - Lot 62, Filed Map 1139)

Deed from Lousi Friedman and Zelda Friedman, his wife, to White Plains Housing Authority, dated 3/21/1950 and recorded 4/14/1950 in Liber 4845 Page 149. (Portion of PUE - Lot 63 and Southerly part of Lot 64, Filed Map 1139)

Deed from Bernard Holding Corporation to White Plains Housing Authority, dated 11/14/1949 and recorded 11/28/1949 in Liber 4803 Page 206. (Portion of PUE - Northerly part of Lot 64, Filed Map 1139)

Deed from Alberta Markumas to White Plains Housing Authority, dated 9/30/1949 and recorded 9/30/1949 in Liber 4785 Page 294. (Portion of PUE - Lot 65, Filed Map 1139)

Deed from Eva Cohn to White Plains Housing Authority, dated 6/30/1950 and recorded 7/20/1950 in Liber 4880 Page 293. (Portion of PUE - Lot 66, Filed Map 1139)

Deed from Ferdinando Valenti to White Plains Housing Authority, dated 3/1/1950 and recorded 3/2/1950 in Liber 4831 Page 255. (Portion of PUE - Lot 67, Filed Map 1139)

Deed from Catherine De Milia, Salvatore De Milia, Angelo De Milia, Michael De Milia, Rocco De Milia, Katheryn De Milo and Joseph De Milo, dated 3/3/1950 and recorded 4/25/1950 in Liber 4848 Page 219. (Portion of PUE - Lot 68, Filed Map 1139)

Deed from The Second Methodist Episcopal Church of White Plains, New York to White Plains Housing Authority, dated 7/24/1950 and recorded 7/24/1950 in Liber 4882 Page 25. (Portion of PUE - Part of Lot 69, Filed Map 1139)

Deed from E.R. M. Realty Co., Inc. to White Plains Housing Authority, dated 12/15/1949 and recorded 1/4/1950 in Liber 4815 Page 191. (Portion of PUE - Part of Lot 69, Filed Map 1139)

Deed from Bessie Rubensky to White Plains Housing Authority, dated 1/10/1951 and recorded 2/2/1951 in Liber 4950 Page 288. (Portion of PUE - Westerly part Lot 69, Filed Map 1139)

Deed from Samuel Hustis to White Plains Housing Authority, dated 2/23/1950 and recorded 3/2/1950 in Liber 4831 Page 99. (Portion of PUE - Easterly part of Lot 69, Filed Map 1139)

Deed from Harry P. Lefurgy to White Plains Housing Authority, dated 7/15/1949 and recorded 7/18/1949 in Liber 4762 Page 294. (Portion of PUE - Part of Lot 69, Filed Map 1139)

Deed from Margaret A. Foley, Katharine Hope Gillick, Elizabeth Masterson, Mary Hope, Anne M. Connors and Michael J. Connors to White Plains Housing Authority, dated 5/13/1950 and recorded 5/18/1950 in Liber 4857 Page 46. (Portion of PUE - Lot 70, Filed Map 1139)

Deed from John A. Gee and Willanna Gee, his wife, to White Plains Housing Authority, dated 9/23/1949 and recorded 9/27/1949 in Liber 4783 Page 429. (Portion of PUE - Lot 71, Filed Map 1139)

Deed from Frango's Inc. to White Plains Housing Authority, dated 7/8/1949 and recorded 7/11/1949 in Liber 4760 Page 155. (Portion of PUE - Lot 72, Filed Map 1139)

Deed from Howard H. Schrecke to White Plains Hospital Authority, dated 10/20/1949 and recorded 10/27/1949 in Liber 4794 Page 35. (Portion of PUE - Lot 73, Filed Map 1139)

Deed from Jennie Page to White Plains Housing Authority, dated 2/28/1950 and recorded 3/2/1950 in Liber 4831 Page 284. (Portion of PUE - Lot 76, Filed Map 1139)

Deed from Lockhardt Hudson Drake to White Plains Housing Authority, dated 1/24/1950 and recorded 3/2/1950 in Liber 4831 Page 143. (Portion of PUE - Lot 77, Filed Map 1139)

Deed from Florence E. J. Carpenter to White Plains Housing Authority, dated 7/1/1948 and recorded 7/2/1948 in Liber 4649 Page 38. (Portion of PUE -Lot 80, Filed Map 1139)

Deed from Nellie L. Hummer to White Plains Housing Authority, dated 5/9/1949 and recorded 5/10/1949 in Liber 4739 Page 117. (Portion of PUE - Lot 81, Filed Map 1139)

Deed from The City of White Plains Corporation to White Plains Housing Authority, dated 1/29/1951 and recorded 2/6/1951 in Liber 4951 Page 349. (Portion of PUE - Portion of Brookfield Street)

Deed from The City of White Plains, a Municipal Corporation, to White Palins Housing Authority, dated 3/15/1949 and recorded 3/16/1949 in Liber 4725 Page 123. (Portion of PUE - Portion of Winchester Street)

Deed from City of White Plains, a Municipal Corporation to White Plains Housing Authority, dated 10/15/1982 and recorded 10/29/1982 in Liber 7795 Page 473. (Affects lots on westerly side of Brookfield Street, Filed Map 1139)

Deed from Harriet B. Hansen to White Plains Housing Authority, dated 11/24/1948 and recorded 11/24/1948 in Liber 4700 Page 225. (Portion of PUE - Lot 35, Filed Map 1006)

Deed from Brigita Torres to White Plains Housing Authority, dated 6/11/1948 and recorded 6/23/1948 in Liber 4645 Page 359. (Portion of PUE - Lot 36, Filed Map 1006)

Deed from Americo DeBuono and Tessie DeBuono to White Plains Housing Authority, dated 12/9/1948 and recorded 12/10/1948 in Liber 4700 Page 196. (Portion of PUE - Lot 37, Filed Map 1006)

Deed from Emma A. Sniffin to White Plains Housing Authority, dated 6/15/1948 and recorded 6/17/1948 in Liber 4643 Page 319. (Portion of PUE - Lots 38 and 39, Filed Map 1006)

Deed from De Rio Realty Corporation to White Plains Housing Authority, dated 3/30/1948 and recorded 4/2/1948 in Liber 4618 Page 498. (Portion of PUE - Lot 40, Filed Map 1006)

Deed from Lucille O'Neal Gordon to White Plains Housing Authority, dated 3/30/1948 and recorded 4/2/1948 in Liber 4619 Page 33. (Portion of PUE -Lot 41, Filed Map 1006)

Deed from City of White Plains to White Plains Housing Authority, dated 5/19/1982 and recorded 6/3/1982 in Liber 7768 Page 70. (Portion of PUE -Parcel A, Parcel C and Parcel 11, Map 20811)

As to Lot 74, Filed Map 1139 – Portion of Premises Herein – Tax Lot: Michael Conlon and Sarah J. Conlon

Source of Title:

Deed from Frederick A. Peterson and Mary Emma Peterson to Michael Conlon and Sarah J. Conlon, dated 4/13/1909 and recorded 4/30/1909 in Liber 1870 Page 357. (Portion of PUE - Lot 74, Filed Map 1139) – NOTE: NO DEED FOUND CONVEYED BY MICHAEL CONLON OR SARAH CONLON.

As to Lot 75, Filed Map 1139 – Portion of Premises Herein (Tax Lot 1.1): St. Paul's Protestant Church of White Plains, New York, f/k/a St. Paul's Methodist Protestant Church of White Plains, New York

Source of Title:

Deed from New York Annual Conference of the Methodist Church to **St. Paul's Protestant Church of White Plains, New York, f/k/a St. Paul's Methodist Protestant Church of White Plains, New York**, dated 11/25/1942 and recorded 12/7/1942 in Liber 4039 Page 451. (Portion of PUE - Lot 75, Filed Map 1139 and more)

As to Lot 78, Filed Map 1139 – Portion of Premises Herein (Tax Lot 1.1): Carl A. Rossing

Source of Title:

Deed from The City of White Plains Corporation to Carl A. Rossing, dated 5/14/1945 and recorded 5/14/1945 in Liber 4252 Page 262. (Portion of PUE - Lot 78, Filed Map 1139)

NOTE: NO DEED FOUND CONVEYED BY CARL ROSSING.

As to Lot 79, Filed Map 1139– Portion of Premises Herein (Tax Lot 1.1): Margaret Irene McCarty

Source of Title:

Deed from William J. McCarty to Margaret Irene McCarty, dated 4/29/1921 and recorded 4/29/1921 in Liber 2036 Page 111. (Portion of PUE - Lot 79, Filed Map 1139)

NOTE: NO DEED FOUND CONVEYED BY MARGARET IRENE MCCARTY.

As to Lot 82, Filed Map 1139– Portion of Premises Herein (Tax Lot 1.1): Jennie A. Stelluti

Source of Title:

Deed from Joseph Stelluti and Anna Stelluti, his wife to Jennie A. Stelluti, dated 3/4/1942 and recorded 3/29/1942 in Liber 3986 Page 319. (Portion of PUE - Lot 82, Filed Map 1139. NOTE: NO DEED FOUND CONVEYED BY JENNIE STELLUTI.

NOTE: NO DEED FOUND CONVEYED BY JENNIE STELLUTI.

me that he executed the same.

(L.S.) Herbert T. Barger, Notary Public.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the Town of CORTLANDT, in the County of Westchester, N. Y. A true copy of the original Deed and acknowledgment thereof recorded April 30, 1909, at 9 A. M.

Edward B. Kear Register.

FREDERICK A. PETERSON & WIFE)

TO)

MICHAEL CONLON & WIFE)

THIS INDENTURE, made the thirtieth day of April, in the year one thousand nine hundred and nine. BETWEEN FREDERICK A. PETERSON and MARY EMMA PETERSON, his wife, both of the Town of White Plains, County of Westchester and State of New York, parties of the first part, and MICHAEL CONLON and SARAH J. CONLON, his wife, both of the same place, parties of the second part. WITNESSETH, that the said parties of the first part, in consideration of ONE ($1.00) DOLLAR, lawful money of the United States, AND OTHER GOOD AND VALUABLE CONSIDERATION, paid by the parties of the second part, do hereby grant and release unto the said parties of the second part, their heirs and assigns forever, ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of WHITE PLAINS, County of Westchester and State of New York, known and designated as lot number seventy four (74) on map entitled "Map of Fisher Estate," White Plains, N. Y., filed in the office of the Register of the County of Westchester on the 26th day of January, 1895, being a lot fifty (50) feet in width in front and rear, and one hundred and fifty (150) feet in depth on each side. being the same premises as conveyed to Henrietta Phillips by Mary Julia Hammond, by deed dated July 30, 1906, and recorded in the office of the Register of Westchester County on August 10, 1906, in Liber 1762 of deeds, page 371. TOGETHER with the appurtenances and all the estate and rights of the said parties of the first part, in and to the said premises. TO HAVE AND TO HOLD the above granted premises unto the said parties of the second part, their heirs and assigns forever. AND the said Frederick A. Peterson and Mary Emma Peterson, parties of the first part, do covenant with said parties of the second part as follows: FIRST.- That the said Frederick A. Peterson and Mary Emma Peterson, parties of the first part, are seized of the said premises in fee simple and have good right to convey the same. SECOND. That the parties of the second part shall quietly enjoy the said premises. THIRD. That the said premises are free from encumbrances. FOURTH. That the parties of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH. That the said FREDERICK A. PETERSON and MARY EMMA PETERSON, parties of the first part will forever warrant the title to said premises. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first

above written.

In the presence of

Humphrey J. Lynch

MARY EMMA PETERSON (L.S.)

FREDERICK A. PETERSON (L.S.)

STATE OF NEW YORK, COUNTY OF WESTCHESTER. SS. On this thirtieth day of April, in the year one thousand nine hundred and nine, before me personally came FREDERICK A. PETERSON and MARY EMMA PETERSON, to me known and known to me to be the individual described in and who executed the within instrument and they severally duly acknowledged to me that they have executed the same.

Humphrey J. Lynch, Notary Public, Westchester County.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the Town of WHITE PLAINS, in County of Westchester, N. Y. A true copy of the original Deed and acknowledgment thereof recorded April 30, 1909, at 3.55 P. M.

Edward D. Kear Register.

EBEN H. P. SQUIRE, REFEREE)

TO)

MARY L. TANNER)

THIS INDENTURE, made the twenty ninth day of April, in the year one thousand nine hundred and nine. BETWEEN EBEN H. P. SQUIRE, a REFEREE duly appointed as hereinafter mentioned, of the first part, and MARY L. TANNER, of the Town of White Plains, County of Westchester and State of New York, party of the second part. WHEREAS, at a Special Term of the New York Supreme Court, held in and for the County of Westchester, at the County Court House, in the Town of White Plains, on the eighth day of February, one thousand nine hundred and nine, it was, among other things, ordered, adjudged and decreed by the said Court, in a certain action then pending in the said Court between Mary L. Tanner, Plaintiff, against Frank G. Higgins, Flora M. Higgins, his wife, Elizabeth M. Higgins and Edward P. Barrett, Defendants. THAT all and singular the mortgaged premises mentioned in the complaint in said action, and described in the judgment therein, or such part thereof as might be sufficient to discharge the mortgage debt, the expenses of the sale and the costs of the action as provided by sections 1626 and 1676 of the Code of Civil Procedure, and which may be sold separately, without material injuryto the parties interested, be sold at public auction according to the course and practice of said Court, by or under the direction of the said party of the first part as Referee thereby duly appointed for that purpose; that the said sale be made at the front door of the County Court House, in the Town of White Plains, Westchester County, New York; that the said Referee give public notice of the time and place of such sale, according to the course and practice of said Court, and that any of the parties in said action might become a purchaser or purchasers on such sale; that the said Referee execute to the purchaser or purchasers of the said mortgaged premises, or such part or parts thereof as should be sold, a

The foregoinginstrument was endorsed for record as follows: The land affected by the within instrument lies in the Town of MOUNT PLEASANT, County of Westchester, State of New York. Attrue copy of the original DEED and acknowledgment thereof recorded Apr. 29, 1921, at 12 M.

James Kilpyan Register.

WILLIAM J. MC CARTY :

TO :

MARGARET IRENE MCACARTY, : THIS INDENTURE, made the twenty-ninth day of April, in the year nineteen hundred and twenty-one, BETWEEN WILLIAM J. MC CARTY, of No. 133 South Lexington Avenue, in the City of White Plains, County of Westchester, and State of New York, party of the first part, and MARGARET IRENE MC CARTY, of the same place, (wife of said William J. Mc Carty), party of the second part, WITNESSETH, that the said party of the first part, in consideration of LOVE AND AFFECTION AND OTHER CONSIDERATION, AND TEN DOLLARS, lawful money of the United States, paid by the party of the secondpart, doth hereby grant and release unto the said partyof the second part, her heirs andassigns forever. ALL that certain lot, piece or parcel of land situate, lying and being in the City of WHITE PLAINS, County of Westchester and State of New York, which on a certain map entitled "Map of the Fisher Estate, White Plains, N.Y." and filed in the Westchester Co. Register's office as Map No. 689, is known and designated by the lot number seventy-nine (79), and bounded and described as follows: BEGINNING at a point on the easterly side of Lexington Avenue distant one hundred and fifty-one feet southerly from the southerly side of Fisher Avenue where the same forms a corner with said Lexington Avenue; thence from said point of beginning running southerly by and along said Lexington Avenue fifty (50) feet to a lot number seventy-eight as same is laid down on said map; thence running easterly by and along the northerly side of said lot number seventy-eight, one hundred and fifty (150) feet to lot number sixty-six on said map; thence running northerly along said lot numbered sixty-six, fifty (50), feet to lot number eighty on said map; thence running westerly along the southerly side of said lot number eighty, one hundred and fifty (150) feet to the point and place of beginning. Containing all the land within said bounds, and being a lot of land fifty feet in width in front and rear and one hundred and fifty feet in depth on each side. BEING the same premises conveyed by Mary Mc Carty and others to William J. Mc Carty, party of the first part hereto, by deed dated August 21", 1902, and duly recorded in Westchester County Register's office in Liber 1628 of deeds, page 4, on August 26th, 1902. TOGETHER with all the right, title and interest of the party of the first part, of in and to that portion of Lexington Avenue, aforesaid,

lying in front of and adjacent to the above described premises. TOGETHER with the appurtenances and all the estate and rights of the said party of the first part, in and to the said premises; TO HAVE AND TO HOLD the above described premises unto the said party of the second part, her heirs and assigns forever. SUBJECT to the mortgage of $3000. and interest thereon, covering said premises now held by Carrie T. Carpenter, which the party of the second part, hereby assumes and agrees to pay as part of the consideration of this conveyance. And the said party of the first part, party of the first part, doth covenants with said party of the second part as follows: FIRST.- That the said cpartyof the first part is seized of the said premises in fee simple, and hath good right to convey the same. SECOND.- That the party of the second part shall quietly enjoy the said premises. THIRD.- That the said premises are free from incumbrances, EXCEPT the above mentioned mortgage. FOURTH.- That the party of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH.- That the said party of the first part will forever warrant the title to said premises. IN WITNESS WHEREOF, the said party of the first part hath hereunto set his hand and seal the day and year first above written.

In presence of

R. C. O'NEIL WILLIAM J. MC CARTY, (L.S.)

THREE U.S.I.R. STAMPS one for five dollars, one for two dollars, one for one dollar attached & canceled.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS: On this 29th day of April, in the year one thousand nine hundred and twenty-one, before me the subscriber, personally appeared, WILLIAM J. MC CARTY, to me personally known to be the same person described in and who executed the within instrument and he duly acknowledged that he executed the same.

(L.S.) R. C. O'NEIL, Notary Public.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the City of WHITE PLAINS, in the County of Westchester, New York. A true copy of the original DEED and acknowledgment thereof recorded Apr. 29, 1921, at 12:08 P.M.

James H. Ryan Register.

WILLIAM J. MC CARTY,

TO

MARGARET IRENE MC CARTY, THIS INDENTURE, made the twenty ninth day of April, in the year one thousand nine hundred and twenty-one, BETWEEN WILLIAM J. MC CARTY, of No. 133 South Lexington Avenue, in the City of White Plains, County of Westchester and State of New York, party of the

291—STATUTORY FORM O.
Bargain and Sale Deed. With Covenant against Grantor—Individual.
V.C.S. P.C.P.
JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

LIBER 3985 PAGE 319

This Indenture,

Made the 4th *day of* March *, nineteen hundred and* forty-two

Between JOSEPH STELLUTI and ANNA STELLUTI, his wife, of 279 South Broadway, in the City of Yonkers, County of Westchester and State of New York,

, parties of the first part,

and JENNIE A. STELLUTI, of 37 Maple Street in said City, County and State,

, party of the second part,

Witnesseth, *that the party of the first part, in consideration of* One ($1.00)- *Dollars, lawful money of the United States,* and other good and valuable consideration - - - - - - - - - - - - - - - - *paid by the party of the second part, do hereby grant and release unto the party of the second part,* her heirs, legal representatives

and assigns forever,

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situated and lying and being, in the City of White Plains, Westchester County, State of New York, known and designated as lot Number 82, located on a map entitled "Map of Fisher Estate i in the Village of White Plains, Westchester Co., N. Y., surveyed by Charles M. Harris and filed in the Register's Office of Westchester County, July 19th, 1881," this lot is situated on the Southeast corner of Lexington Ave. and Fisher Ave. BEGINNING at the corner of Lexington Ave. and Fisher Avenue, and running Easterly along Fisher Ave. one hundred fifty one (151) feet; thence Southerly sixty-eight (68) feet; thence Westerly one hundred fifty (150) feet to Lexington Avenue; thence northerly along Lexington Avenue, fifty-one (51) feet to the place of beginning.

Together with all the interests of said party of the first part in the street or Avenues adjoining said lot.

BEING the same premises conveyed to Carrie K. Warren, by HENRY I. HARRIS, and CHARLES M. HARRIS, executors of the Last Will and Testament of ROBERT W. HARRIS, deceased, by deed December 7th, eighteen hundred

and ninety-two and recorded in Liber 1297 of Deeds, page 221 in the Office of the Register of Westchester County, Dec. 8th, 1892 at 10:30 A. M.

Together *with the appurtenances and all the estate and rights of the part* ies *of the first part in and to said premises.*

To have and to hold *the premises herein granted unto the part* y *of the second part,* her heirs, administrators *and assigns forever.*

And *the said covenant that* they *have not done or suffered anything whereby the said premises have been incumbered in any way whatever.*

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, *the part* ies *of the first part have hereunto set* their *hands and seal* s *the day and year first above written.*

In presence of:

Joseph Stellato L. S.

Anna Stellato L. S.

L. S.

L. S.

State of NEW YORK
County of WESTCHESTER } ss:

LIBER 3985 PAGE 321

On the 4th *day of* March *, nineteen hundred and* forty-two
before me came JOSEPH STELLUTI and ANNA STELLUTI, his wife

to me known and known to me to be the individual s described in, and who executed, the foregoing instrument, and acknowledged to me that they *executed the same.*

Notary Public, Westchester County

87 Saratoga Ave. - Yonkers, N. Y.
Attorney and Counsellor at Law

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate
in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Mar. 5, 1942 at 9 AM at request of ALBERT L. FIORILLO
FEE: $ 2.40 No. 4825 HAROLD MERCER, County Clerk.

594

JOSEPH STELLUTI and ANNA STELLUTI, his wife

to

JENNIE A. STELLUTI

MAR 5 1942 4825

Acct. 9 A.M.

Dated, March 4, 19 42

The land affected by the within instrument lies in the City of White Plains, ~~Yonkers~~, County of Westchester, and State of New York.

RECORD AND RETURN TO

ALBERT L. FIORILLO
30 South Broadway
Yonkers, New York

2.40 A — CPa 00617 3-5-42

Reserve this space for use of Recording Office

Recording Fee
County Tax
Filing Chge.
Cross Refe
Certif.
Postage
Total

Examined
Returned

QUIT CLAIM DEED No. 178 — John H. Smith Press, Inc., 30-38 Ferry St., N. Y.

LIBER 4039 PAGE 451

This Indenture, made the 25th day of November, in the year nineteen hundred and forty-two

Between NEW YORK ANNUAL CONFERENCE OF THE METHODIST CHURCH, a religious corporation, organized under the laws of the State of New York, having its principal offices at #150 Fifth Avenue, in the City, County and State of New York, party of the first part and

ST. PAUL'S PROTESTANT CHURCH OF WHITE PLAINS, NEW YORK, formerly known as St. Paul's Methodist Protestant Church of White Plains, New York, having its principal office at No. 151 South Lexington Avenue, White Plains, New York, sometimes designated as "White Plains Methodist Protestant Church",

party of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of One Dollar ($1.00) lawful money of the United States, and other good, valuable and sufficient consideration,

paid by the said party of the second part, does hereby remise, release and forever quit-claim unto the said party of the second part, its successors and assigns forever, All those two certain plots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being in the City of White Plains, County of Westchester and State of New York, described as follows:

PARCEL NUMBER ONE

ALL that certain lot, piece or parcel of land situate, lying and being in the City of White Plains, formerly Village and Town of White Plains, County of Westchester and State of New York, and known and designated as a part of lot "B" on a certain map entitled, "Map of lots belonging to W. J. Stewart, in the Village of White Plains, Westchester Co., N. Y.", made by John M. Farley, C. E. White Plains, N.Y. November 1904, and filed or to be filed in the Office of the Register of the County of Westchester, which said lot is bounded and described from said map as follows, viz:

BEGINNING at a point on the northerly side of Elm Place (now called Dennison Street), as laid down on said map, distant one hundred forty-one and fourteen one-hundredths (141.14) feet easterly from the intersection of the northerly line of Elm Place (now called Dennison Street) with the easterly line of Orawaupum Street; running thence North 8 degrees 59 minutes West parallel with the easterly line of lot "C" and always three (3) feet distant therefrom one hundred and twenty (120) feet to land of Mrs. K. C. Ferris; thence North 81 degrees 1 minute East along land of Mrs. K. C. Ferris twenty-seven (27) feet to the westerly line of lot "A" on said map; thence South 8 degrees 59 minutes East along the westerly line of lot "A" one hundred and twenty (120) feet to the northerly line of Elm Place (now called Dennison Street) aforesaid; thence South 81 degrees 1 minute West along the northerly line of Elm Place (now called Dennison Street) twenty-seven (27) feet to the point or place of beginning.

Together with all the right, title and interest of the party of the first part of, in and to Elm Place (now called Dennison Street) where the same is adjacent to said premises to the middle line thereof.

Being the same premises conveyed by David W. DeForest, widower, to St. Paul's Methodist Protestant Church of White Plains, New York, by deed bearing date the 18th day of July, 1908, and recorded in the office of the Register of the County of Westchester, (now the office of the Clerk of the County of Westchester, Division of Land Records) in Liber 1847 of Deeds, at page 113, on the 21st day of July, 1908.

PARCEL NUMBER TWO

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of White Plains, formerly the Village and Town of White Plains, County of Westchester and State of New York, which on a certain Map entitled "Map of the Fisher Estate, White Plains, N. Y.", made by Charles M. Harris, and filed in the office of the Register of Westchester County, July 19, 1881 and designated by the number 75, and which said lot is bounded and described as follows:

BEGINNING at a point on the easterly line of Lexington Avenue, distant four hundred eighty five, (485) feet northerly from the corner formed by the intersection of the easterly line of Lexington Avenue with the northerly line of the New York Post Road, and at the northwesterly corner of lot No. 74, as shown on said Map and running, thence easterly along the northerly line of Lot No. 74, one hundred fifty (150) feet to the westerly line of lot No. 62, running thence northerly along the westerly line of lot No. 62 fifty (50) feet to the southerly line of lot No. 76, running thence westerly along the southerly line of lot No. 76, one hundred fifty (150) feet to the easterly line of Lexington Avenue, running thence southerly along the easterly line of Lexington Avenue fifty (50) feet to the point and place of beginning, containing all the land within the above boundaries.

Being the same premises conveyed by Frederick V. Fisher and Alice Fisher, his wife to St. Paul's Evangelical Church of White Plains, New York, by deed bearing date the 17th day of May, 1905, recorded in the office of the Register of the County of Westchester, now the office of the Clerk of the County of Westchester, Division of Land Records, on the 11th day of May, 1906, in Liber 709 of Deeds, at page 317.

Together with the appurtenances and all the estate and rights of the said party of the first part, in and to the said premises, TO HAVE AND TO HOLD the above granted, bargained and described premises unto the party of the second part, its successors and assigns forever.

Subject to covenants, conditions and restrictions now of record, affecting said premises, to mortgage liens and other encumbrances of record, and to building restrictions and regulations contained in resolution or ordinance adopted June 17, 1920 by the Common Council of the City of White Plains, New York, and all amendments and additions thereto.

In Witness Whereof, the said party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the day and year first above written.

IN THE PRESENCE OF

Chester A Smith

NEW YORK ANNUAL CONFERENCE OF THE METHODIST CHURCH

BY Frederick Coons

President, Board of Trustees.

NEW YORK ANNUAL CONFERENCE OF THE METHODIST CHURCH INCORPORATED 1869

LIBER 4039 PAGE 453

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

On this 25th day of November, , nineteen hundred and forty-two , before me personally appeared, H. WESTLAKE COONS,

to me known, who being by me duly sworn, did depose and say; that he resides in Ellenville, New York; that he is the President of the Board of Trustees of NEW YORK ANNUAL CONFERENCE OF THE METHODIST CHURCH, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; and that he signed his name thereto by like order.

Chester A Smith
Notary Public,

NOTARY PUBLIC WESTCHESTER CO. N.Y.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Dec. 7, 1942 at 3:08 PM at request of CHAUNCEY T. S. FISH

FEE: $ 2.80 No. 26294 HAROLD MERCER, County Clerk.

3023

No.

NEW YORK ANNUAL CONFERENCE OF THE METHODIST CHURCH

to

ST. PAUL'S PROTESTANT CHURCH OF WHITE PLAINS, NEW YORK

DEC 7 1942 3 05 P.M.

QUIT CLAIM DEED.

The property affected by this instrument is situate in the City of White Plains, in the County of Westchester, New York.

CHAUNCEY T. S. FISH, Esq.
175 Main Street,
White Plains, N.Y.

2.80 A — CPa 00073 12-7-42

STATE OF NEW YORK, COUNTY OF , ss.:

On this day of in the year nineteen hundred and twenty-

before me personally came subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say, that he resided at the time of the execution of said instrument, and still resides in ; that he is and then was acquainted with and knew

to be the individual described in, and who executed the foregoing instrument; and that he, said subscribing witness, was present and saw execute the same; and that he said witness, at the same time subscribed h name as witness thereto.

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS
Recording: 1.00
Stat'y Chg.
Folio Chg.
Filing Chg. 2.80
Postage
Total
Exam'd
Retn'd
Town

LIBER 4252 PAGE 262

THIS DEED

Made the 14th day of May, 1945

between THE CITY OF WHITE PLAINS, a municipal corporation located in the County of Westchester and state of New York, party of the first part, and CARL A. ROSSING, residing at 39 Hazelton Drive, White Plains, N.Y.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Forty-five hundred and 00/100 ($4,500.00) dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs and assigns forever,

ALL that certain lot, piece or parcel of land situate, lying and being in The City of White Plains, county of Westchester and state of New York, known as lot No. 78 on a certain map entitled, "Map of the Fisher Estate, White Plains, N.Y.", surveyed by Charles M. Harris and filed in the register's office of Westchester County (now county clerk's office of Westchester County, division of land records) July 19, 1881 as map No. 689.

Said premises are also known and designated as lot 14, block 20, ward 3 on the assessment map of The City of White Plains.

EXCEPTING therefrom, however, any and all right, title and interest of the party of the first part of, in and to any land lying in the bed of any street, road or avenue, opened or proposed, or private, in front of or adjoining said premises.

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,

his heirs and assigns forever,

Subject, however, to the following:

1. Any state of facts; including changes in street lines or grades, which an accurate survey would show.
2. Zoning restrictions and ordinances adopted by the common council of The City of White Plains.
3. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
4. Consents by the party of the first part or any former owner of said premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.
5. Covenants and restrictions of record, more particularly set forth in liber 2439 cp 331.
6. Month to month lease with William Frango.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of:

THE CITY OF WHITE PLAINS

By Gustav E. Plain

Commissioner of Finance

LIBER 4252 PAGE 264

STATE OF NEW YORK
COUNTY OF WESTCHESTER } SS.:

On this 14th day of May, in the year one thousand nine hundred and forty- five, before me personally came GUSTAV E. OLSON to me known, who, being by me duly sworn, did depose and say that he resides at No. 4 Chestnut Hill Ave., in the city of White Plains, county of Westchester and state of New York; that he is the commissioner of finance of THE CITY OF WHITE PLAINS, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the common council of said corporation; and that he signed his name thereto by like order.

John V. Shetura
Notary Public — Westchester County

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED May 14, 1945 at 2.19 P. M. **at request of** LAWYERS TITLE CORP. OF N.Y.
FEE: $ 2.20 **No.** 13271 **ROBERT J. FIELD, County Clerk.**

50899

THE CITY OF WHITE PLAINS
To
CARL A. ROSSING

NO 13271
MAY 14 1945
DEED 2:19 P.M. A.M.

Dated, May, 1945.

The land affected by the within instrument lies in The City of White Plains, in the County of Westchester, New York.

RECORD AND RETURN TO:

Record and Return to
LAWYERS TITLE CORPORATION
of NEW YORK
235 MAIN STREET
WHITE PLAINS, NEW YORK

2.20 B — CPa 0 6 1 0 4 5-14-45

Recording:
Stat'y Chg. 1.00
Folio Chg.
Filing Chg.
Cross Refe.
Certfi.
Postage
Total 2.20

Towns 1

Examined

Returned

Reserved this space for use of Recording Office
DIVISION OF LAND RECORDS

40 - 1006

216 L. T. 6-44-10M—Warranty Deed With Full Covenants—Individual or Corporation.

LIBER 4618 PAGE 498

THIS INDENTURE, made the 30th day of March,

nineteen hundred and forty-eight **BETWEEN** DEL RIO REALTY CORPORATION, a domestic corporation having a place for the transaction of business at 158 Winthrop Avenue, Village of Elmsford, County of Westchester and State of New York,

935

Revenue Stamps Attached

party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law and having its principal place of business at No. 11 William Street in the City of White Plains, County of Westchester and State of New York,

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE HUNDRED and 00/100 ($100.00) Dollars, lawful money of the United States, and other good and valuable consideration

paid by the party of the second part, do es hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated as Lot No. 40, on a certain map entitled: "Map of Subdivision of Property belonging to William H. Albro, situated at White Plains, Westchester Co., N. Y." made by J. Henry Carpenter, Civil Engineer, August 8, 1889, and filed in the Office of the Clerk of Westchester County, Division of Land Records (formerly Register's Office) November 25, 1891, as Map No. 1006.

The said premises being designated Parcel No. 2. on the Parcel Map of the White Plains Housing Authority and being also designated as Block 18, Lot 4 on the tax map of the City of White Plains, New York.

Reserving an easement to the City of White Plains ten feet in width over the southerly ten feet of said premises running from Grove Street to Winchester Street for a sanitary sewer or storm water drain purposes.

SUBJECT to the possible failure of title to a triangular gore of land bounded southerly by the southerly line of Lot No. 40; said gore being 4.44 feet in width on the westerly side and running to a point at the division line between Lots 39 and 40.

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises.

Subject to any state of facts which an accurate survey might show.

~~Subject to covenants, conditions and agreements of record.~~

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, its successors and assigns forever,

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND said party or the first part covenants as follows:

FIRST.—That said party or the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That said party or the first part will forever warrant the title to the said premises.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of:

DEL RIO REALTY CORPORATION,
By G. Lorne Gordon (L.S.)
President.

Attest
Florence Brown
Secretary

DEL RIO REALTY CORPORATION
CORPORATE SEAL
1943
NEW YORK



LIBER 4618 PAGE 500

STATE OF NEW YORK, COUNTY OF Westchester ss.:

On this 30th day of March, , in the year one thousand nine hundred and forty-eight , before me personally came G. LOUIS GORDON,

to me known, who, being by me duly sworn, did depose and say that he resides at No. 158 Winthrop Ave. Elmsford, N. Y. ; that he is the President of DEL RIO REALTY CORPORATION,

the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed h 1 s name thereto by like order.

Lillian L. Bugg

LILLIAN L. BUGG
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Apr. 2, 1948 at 4:10 P. M. at request of JOHN J. DILLON

FEE: $ 2.85 No. 9802 ROBERT J. FIELD, County Clerk.

11798

1054 LEAF 1006

216 L. T. 11-44-10M—Warranty Deed With Full Covenants—Individual or Corporation.

THIS INDENTURE, made the 30th day of March, nineteen hundred and forty-eight **BETWEEN** LUCILLE O'NEAL GORDON, residing at 158 Winthrop Avenue, Village of Elmsford, County of Westchester and State of New York,

party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, City of White Plains, County of Westchester and State of New York,

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE HUNDRED and 00/100 ($100.00) Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do es hereby grant and release unto the party of the second part, its successors and assigns forever,

PARCEL NO. 1

ALL that certain lot, piece or parcel of land with the buildings thereon erected, situate, lying and being in the City of White Plains, Westchester County and State of New York being part of Lot No. 41 on a certain map entitled "Map of Subdivision of Property belonging to William H. Albro, situated at White Plains, Westchester County, N. Y." made by J. Henry Carpenter, C. E. dated August 8, 1889 and filed in the Register's Office of Westchester County, Division of Land Records November 25, 1891 as Map No. 1006, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Fisher Avenue (as extended) and the Easterly side of Winchester Street; thence along the said southerly side of Fisher Avenue (as extended) North 86 degrees 42 minutes East 59.47 feet to a point; thence leaving the said southerly side of Fisher Avenue (as extended) and running through Lot 41, South 2 degrees 11 minutes East 45 feet to a point and Lot No. 40 on said map; thence running along Lot No. 40 on said map, South 86 degrees 42 minutes West 62.63 feet to a point in the aforesaid Easterly side of Winchester Street; thence running along the said Easterly side of Winchester Street, North 1 degree 50 minutes East 45.17 feet to the point or place of beginning.

PARCEL No. 2.

ALL that lot or parcel of land, with the buildings thereon situate in the City of White Plains, County of Westchester and State of New York, shown and designated as portion of Lot No. 41 on a map entitled, "Map of Subdivision of property belonging to William H. Albro, situated in White Plains, Westchester Co., N. Y.," made by J. Henry Carpenter, dated August 8, 1891, and filed in the Westchester County Register's Office, now County Clerk's Office of Westchester County, Division of Land Records on November 25th, 1891 as Map No. 1006, which part of

Revenue Stamps Attached 3.75

20.24

said Lot is more particularly bounded and described as follows, according to said map:-

BEGINNING at a point on the Westerly side of Grove Street at the Northeasterly corner of Lot No. 40 on said map; thence running Westerly forming an interior angle of 91 degrees 07', a distance of 100 feet to a point; thence running Northerly through Lot No. 41 forming an interior angle of 88 degrees 53', a distance of 45 feet to the Southerly side of Lot No. 42 on the said map; thence running Easterly along the Southerly side of said Lot No. 42, forming an interior angle of 91 degrees 07', a distance of 100 feet to the Westerly side of Grove Street; thence running Southerly along the Westerly side of Grove Street, a distance of 45 feet to the point and place of beginning.

The said premises being designated Parcel No. One, on the Parcel Map of the White Plains Housing Authority and being also designated as Block 18, Lot 3, 3a and 3b on the tax map of the City of White Plains, New York.

As to Both Parcels

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises.

Subject to any state of facts which an accurate survey might show.

~~Subject to covenants, conditions and agreements of record.~~



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, its successors and assigns forever,

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND said party of the first part covenant s as follows:

FIRST.—That said party of the first part is seized of the said premises in fee simple, and ha s good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That said party of the first part will forever warrant the title to the said premises.

IN WITNESS WHEREOF, the party of the first part ha s duly executed this deed.

In presence of:

Lucille O'neal Gordon (L. S.)

STATE OF NEW YORK, COUNTY OF WESTCHESTER **ss.:**

On this 30th day of March, , in the year one thousand nine hundred and forty-eight , before me personally came LUCILLE O'NEAL GORDON

to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that She executed the same.

GEORGE B. WILSON
Notary Public for the State of New York
In Westchester County
Commission Expires March 30, 1949

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Apr. 2, 1948 at 4:10 P. M. at request of JOHN J. DILLON

FEE: $ 3.00 No. 9801 ROBERT J. FIELD, County Clerk.

11795

STATUTORY FORM A-(CHAPTER 681, LAWS 1917)—No. 220
DEED WITH FULL COVENANTS—INDIVIDUAL

THE CHISHOLM PRINTING COMPANY, 409 PEARL ST., N. Y. 2387T

LIBER 4627 PAGE 429

Revenue Stamps Attached $ 20

This Indenture,

Made the Third *day of* May *, nineteen hundred and* forty-eight,

Between KATE EISNER, residing at
Star Route
Richfield Springs, N.Y.

part y of the first part, and

WHITE PLAINS HOUSING AUTHORITY, a public corporation, established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

part y of the second part:

Witnesseth, *that the part y of the first part, in consideration of*

Seven Thousand Five Hundred and 00/100, ($7,500.00) *Dollars, lawful money of the United States,*

paid by the part y of the second part, does hereby grant and release unto the part y of the second part,

its successors *and assigns forever,*

All that certain lot, piece or parcel of land, with the buildings and improvements thereon situate, lying and being in the City of White Plains, County of Westchester and State of New York bounded and described on "Map of Fisher Estate" as follows, viz: Lot number 8 measuring from the monument on the east side of Brookfield Street, next south of Fisher Avenue, South 1 degree East along Brookfield Street 200 feet; thence North 89 degrees East 150 feet; thence South 1 degree East 50 feet; thence South 89 degrees West 150 feet; thence North 1 degree West 50 feet to the point or place of BEGINNING.

SUBJECT to building restrictions and regulations of the City of White Plains and amendments and additions thereto now in force.

SUBJECT to any state of facts an accurate survey might show, provided the same does not render the title unmarketable.

SUBJECT to notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction against or affecting the premises at the date hereof.

Together *with the appurtenances and all the estate and rights of the party of the first part in and to the said premises.*

To have and to hold *the premises herein granted unto the party of the second part,* its successors *and assigns forever.*

And *said* party of the first part *covenants as follows:*

First. *That said* party of the first part is *seized of the said premises in fee simple, and has good right to convey the same;*

Second. *That the party of the second part shall quietly enjoy the said premises;*

Third. *That the said premises are free from incumbrances;* except as aforesaid.

Fourth. *That the party of the first part will execute or procure any further necessary assurance of the title to said premises;*

Fifth. *That said* party of the first part *will forever* **warrant** *the title to said premises.*

Sixth. *The grantor , in compliance with Section 13 of the Lien Law, covenant as follows: That* she *will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that* she *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.*

and will hold the right to receive such consideration

In Witness Whereof, *the party of the first part has hereunto set* her *hand and seal the day and year first above written*

In the Presence of.



Katie Eisner (L.S.)

_____ (L.S.)

_____ (L.S.)

_____ (L.S.)

285--STATUTORY FORM A.
Warranty Deed with Full Covenants, Individual.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

LIBER 4627 PAGE 459

Revenue Stamps Attached

This Indenture,

Made the Third *day of* May, *nineteen hundred and* forty-eight,

Between NEHEMIAH GREEN and HELEN BROWN GREEN, his wife, both residing at 227 Brookfield Street, White Plains, New York,

parties of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation, established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

party of the second part,

Witnesseth, *that the parties of the first part, in consideration of*

Six Thousand Five Hundred ($6,500)

Dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors *and assigns forever,*

All that lot or parcel of land, with the buildings and improvements thereon situate, lying and being on the easterly side of Brookfield Street, in the City of White Plains, County of Westchester and State of New York, and being the northerly 40 feet of lot #17 as shown on a certain map entitled "Map of Fisher Estate, White Plains, N.Y." surveyed by Charles M. Harris, and filed in the Register's Office of Westchester County on July 19, 1881 by the Map #689, and more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Brookfield Street, 10 feet northerly from a stone monument set in the ground at the southwesterly corner of said lot #17 and Brookfield Street as shown on said map; and thence from said place of beginning, northerly by and along the easterly side of Brookfield Street 40 feet to the southwesterly corner of Lot #18 on said map; and thence easterly by and along the southerly side of said lot #18 on said map 125 feet to lot #12 on said map; thence southerly by and along the westerly side of said lot #12 on said map 40 feet; and thence running westerly on a straight line 125 feet to the easterly side of Brookfield Street, at the point or place of BEGINNING, and containing all the lands and buildings within said bounds.

Being a lot 40 feet in width and 125 feet in depth.

TOGETHER with all the right, title and interest of the parties of the first part in and to any land lying in the bed of any street, road or avenue opened or proposed in front of or adjoining the said premises, to the center line thereof.

BEING the same premises conveyed to the parties of the first part by Mattie R. Lee by deed dated June 1st, 1946, recorded June 3rd, 1946, in Liber 4391 of Deeds, Page 67.

The above described premises are designated as Parcel Number 23 on the Parcel Map of the White Plains Housing Authority, and are also designated as Block 19, Lot 8, on the tax map of the City of White Plains.

SUBJECT to building restrictions and regulations of the City of White Plains and amendments and additions thereto now in force.

SUBJECT to any state of facts an accurate survey might show, provided the same does not render the title unmarketable.

SUBJECT to notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction against or affecting the premises at the date hereof.

Together *with the appurtenances and all the estate and rights of the parties 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,*

its successors *and assigns forever.*

And *the said parties of the first part covenant as follows:*

First.—*That the parties of the first part* **are** *seized of the said premises in fee simple, and have good right to convey the same,*

Second.—*That the party of the second part shall quietly enjoy the said premises;*

Third.—*That the said premises are free from incumbrances;* **except as aforesaid.**

Fourth.—*That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;*

Fifth.—*That the parties of the first part will forever warrant the title to said premises.*

Sixth.—*That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantors 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 that the grantors will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.*

In Witness Whereof, *the parties of the first part have hereunto set* **their** *hands and seals the day and year first above written*

In presence of:

Neil Davis 2d

Nehemiah Green L. S.

Helen Brown Green L. S.

L. S.

L. S.

State of NEW YORK
County of WESTCHESTER } ss.:

On the Third *day of* May *nineteen hundred and* forty-eight, *before me came* NEHEMIAH GREEN and HELEN BROWN GREEN, his wife,

to me known and known to me to be the individuals described in, and who executed, the foregoing instrument, and acknowledged to me that they executed the the same.



G. Frederic Smyth

G. FREDERIC SMYTH
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED May 3, 1948 at 3:43 P. M. at request of CLARK & GAGLIARDI

FEE: $ 2.30 No. 13295

ROBERT J. FIELD, County Clerk.

215 L. T. 8-46-10M—Bargain and Sale Deed, with Covenant Against Grantor's Acts—Individual or Corporation.

LIBER 4629 PAGE 222

THIS INDENTURE, made the 6th day of May

nineteen hundred and forty-eight **BETWEEN**

POST REALTY CORP., a domestic corporation, organized and existing by and under the laws of the State of New York, with its principal place of business at 151 East Post Road, White Plains, New York,

party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation, established pursuant to the laws of the State of New York and having its principal place of business at No. 11 William Street, White Plains, New York,

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of

FIVE THOUSAND ($5,000) Dollars, lawful money of the United States,

paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon, situated in the City of White Plains, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Winchester Street 130 feet southerly from Fisher Avenue and running thence southerly along Winchester Street 36 feet 8 inches; thence westerly along the northerly line of land of Charles E. Holland 121 feet to the easterly line of Lot #18 represented on Fisher Map; thence northerly along the easterly line of Lots #18 and #19 36 feet 8 inches; thence easterly 122 feet to the point or place of beginning.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to Winchester Street where the same is adjacent to the above described premises to the middle line thereof.

SUBJECT to drainage agreement made by Mary A. Wilkerson and the Village of White Plains, dated April 11, 1904, and recorded April 11, 1904 in Liber 1678 of Deeds, at page 92.

SUBJECT also to covenants and restrictions of record affecting the above described premises.

SUBJECT also to any state of fact which an accurate survey would show.

SUBJECT also to the Building and Zoning Ordinances of the City of White Plains, New York.

LIBER 4629 PAGE 223



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, its successors and assigns forever,

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND the said party of the first part it covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of:

Dorothy Schnecke

POST REALTY CORP.

By Anton DiMarco

President

LIBER 4629 PAGE 224

STATE OF NEW YORK,
COUNTY OF WESTCHESTER } ss.:

On this 6th day of May, in the year one thousand nine hundred and forty-eight, before me personally came ANTONIO DI MARCO to me known, who, being by me duly sworn, did depose and say that he resides at No. 2 North Broadway, White Plains, N.Y.; that he is the President of POST REALTY CORP., the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed h is name thereto by like order.

Dorothy Schnecke
DOROTHY SCHNECKE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED May 6, 1948 at 4:25 P. M. at request of CLARK & GAGLIARDI
FEE: $ 2.65 No. 13851 ROBERT J. FIELD, County Clerk.

11798

TITLE No.

TO POST REALTY CORP.

WHITE PLAINS HOUSING AUTHORITY

MAY - 6 1948 13851 P.M.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
INDIVIDUAL OR CORPORATION

The land affected by the within instrument lies in the City of White Plains, County of Westchester and State of New York

Clark Gagliardi & Bove

LAWYERS TITLE CORPORATION
OF NEW YORK
MAIN OFFICE 141 BROADWAY, NEW YORK CITY
BROOKLYN OFFICE 188 MONTAGUE STREET
LONG ISLAND OFFICE 90-04-161ST STREET
WHITE PLAINS, N.Y. OFFICE 235 MAIN STREET

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

2.65-B — CP3 — 0 C 1 9 7 5 6 48

Recording
State Charge
Folio Charge
Filing Charge
Cross Reference
Certificate
Postage
Total

Examined

Returned

215 L.T.-5-47—10M—Bargain and Sale Deed, with Covenant Against Grantor's Acts—Individual or Corporation.

THIS INDENTURE, made the 10th day of May

nineteen hundred and forty-eight **BETWEEN** James E. Watkins

of 249 Brookfield Street, White Plains, New York,

party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No.11 William Street, White Plains, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Hundred and no/100 ($100.00) Dollars, lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, do es hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that lot or parcel of land, with the buildings and improvements thereon situate in the City of White Plains, County of Westchester and State of New York, and described on a certain map entitled, "Map of the Fisher Estate", White Plains, N.Y. surveyed by Charles M. Harris, and filed in the office of the Register of the County of Westchester on July 19th, 1881, as Map Number 689, as lot number eleven (11) and bounded and described as follows:

BEGINNING at a point fifty (50) feet southerly from a stone monument set in the ground on the easterly side of Brookfield Street, and running easterly along the southerly side of the lands now or formerly of Edward McGrath and Jacob W. Smith and Joshua Berry, one hundred fifty (150) feet; thence southerly on a line parallel with Brookfield Street fifty (50) feet; thence westerly along the northerly side of lot number ten (10) one hundred fifty (150) feet to the easterly side of Brookfield Street; thence northerly along the easterly side of Brookfield Street fifty (50) feet to the place of beginning. Said premises being known by the street number 249 Brookfield Street.

TOGETHER with all the right, title and interest of the party of the first part of, in and to the land lying in the bed of any street, road or avenue, opened or proposed in front of or adjoining said premises to the center line thereof.

SUBJECT to building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force; any state of facts an accurate survey might show providing the same does not render the title unmarketable; notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

LIBER 4630 PAGE 446

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, its successors and assigns forever,

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND the said party of the first part covenants that he has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of:

James E. Watkins



STATE OF NEW YORK,
COUNTY OF Westchester } ss.:

On this 10th day of May, in the year one thousand nine hundred and forty-eight, before me personally came JAMES E. WATKINS to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the same.

William M. Kinley

WILLIAM McKINLEY
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949

I hereby request that this deed be recorded without the payment of recording fees, pursuant to the provisions of Section 52 of the Public Housing Law.

John J. Dillon

Counsel, White Plains Housing Authority

This instrument is exempt from recording fee. MAY 1 8 1948

County Attorney

BY

John A. Krug

SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED May 11, 1948 at 11:08 A. M. at request of JOHN J. DILLON

FEE $ EXEMPT No. 14279 ROBERT J. FIELD, County Clerk.

11798

STATUTORY FORM C
3529—Bargain and Sale Deed. With Covenant against Grantor.—(Individual)
Title Guarantee and Trust Company

G47

LIBER 4632 PAGE 87

THIS INDENTURE,

made the 14th day of May, one thousand nine hundred and forty-eight, between JOHN M. BROWN, JR., and PATSY C. BROWN, his wife, both residing at No. 233 Brookfield Street, in the City of White Plains, County of Westchester and State of New York

, parties of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

, party of the second part:

WITNESSETH, that the parties of the first part, in consideration of One ($1.00) dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL that lot or parcel of land with the buildings and improvements thereon, in the City of White Plains, in the County of Westchester and State of New York, more particularly bounded and described as follows:

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being on the easterly side of Brookfield St., in the City of White Plains (formerly Town of White Plains), County of Westchester and State of New York, bounded and described as follows:- Beginning at a point on the easterly side of Brookfield St. aforesaid, distant Two Hundred forty (240) feet southerly from the corner formed by the intersection of the southerly side of Fisher Avenue with the easterly side of Brookfield St., which point is the northwesterly corner of the premises herein described; running thence easterly at right angles with said Brookfield St., One Hundred twenty (120) feet to the northeasterly corner of the premises herein described; thence southerly and parallel with Brookfield St., Thirty (30) feet to other land formerly of William Thorn; running thence westerly along land formerly of William Thorn, One Hundred and twenty (120) feet to the easterly side of Brookfield Street; thence northerly along said easterly side of Brookfield St., Thirty (30) feet to the point and place of beginning: - Together with all the right, title and interest of the party of the first part in and to Brookfield St., lying in front of and adjacent to the above described premises to the center line thereof.

TOGETHER with all the right, title and interest of the sellers in and to the land adjacent to the above described premises.

SUBJECT, however, to a right of way mentioned in deed to Harry Levine recorded in liber 2073 of deeds page 98 in the County Clerk's office, Division of Land Records of Westchester County, New York.

SUBJECT to building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

SUBJECT to any state of facts an accurate survey might show providing the same does not render the title unmarketable.

SUBJECT to notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

LIBER 4632 PAGE 88

It being understood and agreed that the heating plant, oil burner, old and new gas stoves, bathtub and kitchen sink are not included in this sale and title thereto remains in the parties of the first part who shall remove the same from the premises at their own expense.

together with the appurtenances and all the estate and rights of the part ies of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the part y of the second part, its successors and assigns forever.

AND the parties of the first part covenant as follows:

FIRST.—That the parties of the first part have not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, the parties 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 that the parties of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hand s and seals the day and year first above written.

IN PRESENCE OF:

Benjamin Brustin

John M. Brown Jr. L.S.

Patsy C. Brown L.S.



STATE OF NEW YORK, }
COUNTY OF WESTCHESTER } ss.:

On the 14th day of May, one thousand nine hundred and forty-eight, before me came JOHN M. BROWN, JR., and PATSY C. BROWN

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Dorothy Schuecke

DOROTHY SCHUECKE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

The White Plains Housing Authority hereby requests that you record this instrument without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Gleeson
Counsel

This instrument is exempt from recording fee. MAY 17 1948

County Attorney

BY John C. Bray

COMPARED

LIBER

PAGE

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED May 17, 1948 at 3.15 P. M. at request of JOHN J. DILLON

FEE: $ EXEMPT No. 15023 ROBERT J. FIELD, County Clerk.

11798

285—STATUTORY FORM A.
Warranty Deed with Full Covenants, Individual.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

LIBER 4634 PAGE 144

This Indenture,

Made the 14th *day of* May *nineteen hundred and* forty-eight

Between ANTON YOST of the Village and Town of Southampton, County of Suffolk and State of New York, and HAZEL JACKSON of East Quogue, Suffolk County, New York, being all the persons entitled to share in the Estate of Katherine Y. Braley, deceased, who died a resident of Westchester County on the 2nd day of May, 1947 and the only persons interested in said decedent's estate and property, real or personal,

parties of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

party of the second part,

Witnesseth, *that the parties of the first part, in consideration of*

TEN AND NO/100 ($10.00) - - - - - - - - - *Dollars, lawful money of the United States,* and other good and valuable considerations

paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors *and assigns forever,*

All THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon, erected, situate, lying and being in the City of White Plains, County of Westchester and State of New York, and more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Brookfield Street distant 59 feet southerly from the corner formed by the intersection of the easterly side of Brookfield Street with the southerly side of Fisher Avenue; thence South 0 degrees 13' 18" West along the easterly side of Brookfield Street 25 feet; thence on a line parallel with the southerly side of Fisher Avenue South 89° 49' 12" East 100 feet; thence on a line parallel with the easterly side of Brookfield Street North 0° 13' 18" East 25 feet; thence on a line parallel with the southerly side of Fisher Avenue North 89° 49' 12" West 100 feet to the point or place of beginning.

TOGETHER with all the right, title and interest of the parties of the first part in and to Brookfield Street in front of and adjoining the premises above described.

SUBJECT to building restrictions and regulations of the City of White Plains and amendments and additions thereto now in force.

SUBJECT to any state of facts which an accurate survey might show providing the same does not render the title unmarketable.

SUBJECT to notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or

or other state or municipal department having jurisdiction against or affecting the premises at the date hereof.

BEING and intended to be the same premises designated as Parcel No. 18 on the Parcel Map of the White Plains Housing Authority and being also designated as Block 19, Lot 10C on the tax map of the City of White Plains, New York.

Together *with the appurtenances and all the estate and rights of the part* ies *of the first part in and to said premises.*

To have and to hold *the premises herein granted unto the part* y *of the second part,* its successors *and assigns forever.*

And the said parties of the first part covenant as follows:

First.—That the parties of the first part are seized of the said premises in fee simple, and have good right to convey the same,

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances; except as herein stated.

Fourth.—That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the parties of the first part will forever warrant the title to said premises.

Sixth.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written

In presence of:



Anton Yost L. S.
ANTON YOST

Hazel Jackson L. S.
HAZEL JACKSON

L. S.

being all the persons entitled to share in the Estate of Katherine Y. Braley, who died a resident of L. S. Westchester County 5/2/47 and the only persons interested in said decedent's property, real and personal.

State of NEW YORK
County of Suffolk } ss.:

On the 14th *day of* May *nineteen hundred and* forty-eight *before me came* ANTON YOST and HAZEL JACKSON, both

to me known and known to me to be the individuals described in, and who executed, the foregoing instrument, and acknowledged to me that they executed the same.

Harold M. Platt

HAROLD M. PLATT
Notary Public, State of New York
Residing in Suffolk Co.-Official No. 15[illegible]
Commission Expires March 30, 19[illegible]

STATE OF NEW YORK }
County of Suffolk } ss:

Form No. 115

I, R. FORD HUGHES, Clerk of the County of Suffolk, and also Clerk of the Supreme Court for said County, the same being a Court of Record, DO HEREBY CERTIFY that

Harold M. Platt

whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such deposition or proof or acknowledgment a NOTARY PUBLIC in and for such County, duly commissioned and sworn, and authorized by the laws of said State to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds of conveyances for land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such NOTARY PUBLIC and verily believe that the signature of said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said Court and County the 19 day of May, 1949

R. Ford Hughes
Clerk.

The White Plains Housing Authority hereby requests that you record this instrument without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel

This instrument is exempt from recording fee. MAY 17 1948

County Attorney

By John A. Krug
Sr. Asst. Co. Atty.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED MAY 22, 1948, at 9:44 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 15699

ROBERT J. FIELD, County Clerk.

11708

Revenue Stamps Affixed $5.50

THIS INDENTURE, made the 21st day of May, 1948, between JOSEPH A. LICHTENTHAL, residing at 7 Park Avenue, White Plains, N.Y.; as Committee of the person and property of ELIZABETH FRITSCH, an Incompetent, PAUL J. HENNEBERG, LYDIA B. PIETSCH and VICTOR PAUL HENNEBERG, parties of the first part, and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, of 11 William Street, White Plains, New York, party of the second part,

WITNESSETH :

WHEREAS, by Order duly made by the New York Supreme Court in the County of Westchester, dated September 2, 1947, upon an application duly made, JOSEPH A. LICHTENTHAL has been duly appointed Committee of the Incompetent, ELIZABETH FRITSCH; and

WHEREAS, by Order duly made by said Supreme Court and entered on the 14th day of May, 1948, in a proceeding entitled, " In the Matter of the Application of JOSEPH A. LICHTENTHAL, Committee of the person and property of ELIZABETH FRITSCH, an Incompetent, to obtain an Order directing the sale of real property belonging to said Incompetent", the Committee for the Incompetent was authorized and directed to execute, acknowledge and deliver to the party of the second part a good and sufficient deed of conveyance of all the estate, right, title and interest of the said Incompetent in and to the premises hereinafter described for the price of $5,000.00, said purchase price of $5,00.00 being for the entire estate herein of all the parties of the first part,

NOW, THEREFORE, THIS INDENTURE WITNESSETH that the parties of the first part, in consideration of the payment of the sum of FIVE THOUSAND ($5,000.00) Dollars, lawful money of the United States, paid by the party of the second part, do hereby grant and release unto the party of the second part, and their assigns forever,

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, being known and designated as a part of lots numbers 18 and 19 on a certain map entitled "Map of the Fisher Estate surveyed by Charles M. Harris" and filed in the office of the Register of the County of Westchester, July 19, 1881, as map number 689, which said part or portion of said lots is more particularly bounded and described as follows:-

BEGINNING at a point on the easterly side of Brookfield Street, at a point distant 135 feet southerly from the intersection of the southerly side of Fisher Avenue and the easterly side of Brookfield Street; thence running southerly by and along the easterly side of Brookfield Street

25 feet; thence easterly and parallel with Fisher Avenue and through lot 18, 125 feet; thence running northerly parallel with Brookfield Street 25 feet; thence running westerly and parallel with Fisher Avenue aforesaid and through lot 19, 125 feet to Brookfield Street aforesaid to the point or place of beginning.

TOGETHER with all the right, title and interest of the parties of the first part of, in and to Brookfield Street, in front of and adjacent to the above described property to the center line thereof.

The said premises being also designated as Ward 3, Block 19, lot 10F on the Tax Assessment Map of the City of White Plains, N.Y.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, and their assigns forever.

SUBJECT to the following:

1. Building restrictions and regulations of the City of White Plains, N.Y., and amendments and additions thereto now in force.

2. Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

4. The existing month to month tenancy of Theodore J. Lee.

AND the parties of the first part, in compliance with Section 13 of the Lien Law, hereby covenant that the parties 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.

AND the said parties of the first part covenant that they have not done or suffered anything whereby the said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the parties of the first part, have duly executed this deed, on the date first above written.

IN THE PRESENCE OF :

Joseph A Lichtenberg L.S.
as Committee of the person and property of ELIZABETH FRITSCH, an Incompetent
Lydia Pietsch as attorney in fact for Walter Paul Hannenberg

Lydia B Pietsch L.S.

Paul Hannenberg L.S.



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

On this 21st day of May, 1948, before me personally came JOSEPH A. LICHTENTHAL, Committee of the person and property of ELIZABETH FRITSCH, an Incompetent, the individual to me known to be the Committee of ELIZABETH FRITSCH, an Incompetent, the individual described in and who by her said Committee, executed the foregoing instrument and to me known to be the person described in and who as such Committee executed said instrument, and he duly acknowledged before me that he executed the same as the act and deed of said Incompetent and as such Committee.

Dorothy Schiecke
DOROTHY SCHIECKE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

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

On this 21st day of May, 1948, before me personally came LYDIA PIETSCH, of 24 Fairmont Street, Elmsford, N.Y., to me known to be the individual described in and who executed the foregoing instrument and to me known to be the Attorney-in-Fact of VICTOR PAUL HENNEBERG, of 51 Burnell Street, Attica, New York, the individual described in, and who by his attorney-in-fact, executed the same, and acknowledged that she executed the said instrument as the act and deed of said VICTOR PAUL HENNEBERG by virtue of a power of attorney dated the 12th day of April, 1948, said power of attorney to be recorded in the office of the County Clerk of Westchester County, Division of Land Records, simultaneously with this conveyance herein.

Dorothy Schiecke
DOROTHY SCHIECKE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

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

On this 21st day of May, 1948, before me personally came LYDIA B. PIETSCH, of 24 Fairmont Street, Elmsford, N.Y., and PAUL J. HENNEBERG, of 2120 East Tremont Avenue, Bronx 62, N.Y., to me known to be the individuals described in and who executed the foregoing instrument, and duly acknowledged that they executed the same.

Dorothy Schiecke
DOROTHY SCHIECKE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees, pursuant to the provisions of Section 52 of the Public Housing Law.

John J. Dillon
Counsel.

This instrument is exempt from recording fee.

MAY 25 1948

County Attorney

BY

John A. Kraus
SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED MAY 25, 1948, at 11:53 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 15987 ROBERT J. FIELD, County Clerk.

11795

216 L. T. 6-45-20M—Warranty Deed With Full Covenants—Individual or Corporation.

LIBER 4635 PAGE 115

Revenue Stamps $5.50

THIS INDENTURE, made the 21st day of May, nineteen hundred and forty-eight, **BETWEEN** LESTER L. SCOTT, residing at 555 Edgecombe Avenue, New York, New York,

party of the first part,

and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Hundred ($100.00) - - - - - Dollars, lawful money of the United States, and other good and valuable considerations paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that lot or parcel of land, with the buildings and improvements thereon, in the City of White Plains, in the County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of Lot #9 as shown on a certain map entitled, "Map of Fisher Estate, White Plains, N. Y. surveyed by Charles M. Harris and filed in the Office of the Register of Westchester County, and known as Map No. 689; thence along the northerly lines of Lots #1 and 2 on said map 145 feet to the westerly side of Winchester Street; thence northerly along the westerly side of Winchester Street about 30 feet to a post set in the ground; thence westerly about 140 feet to the easterly side of lot #9; thence southerly along the easterly side of lot #9 30 feet to the point or place of beginning.

BEING the same premises designated as Ward 3, Block 19, Lot 20 of the Tax Assessment Map of the City of White Plains, New York.

SUBJECT TO:

1. Any state of facts an accurate survey might show.
2. Building restrictions and regulations of the City of White Plains, N. Y. and amendments thereto.
3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises.
4. Drainage agreement made by George L. Miller and Esther A. Miller, his wife, and Christopher Emanuel to Village of White Plains dated April 14, 1904 and recorded in the Office of the County Clerk, Division of Land Records, County of Westchester (formerly

DNC ABSTRACT

Susie Bennett Lawrence FKA
Susie Bennett

TO

White Plains Housing Authority

Conveys: Part of PUE
Known as 213 Brookfield Street

Deed

Sec.
Block

FCW
BGS with
BGS without

Dated 06/07/1948
Ack'd
Rec'd 06/11/1948
Liber 4641 cp 136 4769 cp 136
Cons. $10.00
Rev. Stamps exempt
Trust Clause 13
Request 18460
Subject

Hob.
Cents. (copy in full)

STATUTORY FORM C
3529—Bargain and Sale Deed, With Covenant against Grantor.—(Individual)
Title Guarantee and Trust Company

G47

LIBER 4641 PAGE 136

THIS INDENTURE,

made the 7th day of ~~May~~ June, one thousand nine hundred and forty-eight, between SUSIE BENNETT LAWRENCE, formerly Susie Bennett

residing at No. 213 Brookfield Street, City of White Plains, New York,

, party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

, party of the second part;

WITNESSETH, that the party of the first part, in consideration of One ($1.00)

dollars,

lawful money of the United States, and other good and valuable consideration paid by the party, of the second part, does hereby grant and release unto the party of the second part,

its successors and assigns forever.

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the City of White Plains, County of Westchester and State of New York, and known as No. 213 Brookfield Street, White Plains, N.Y., more particularly bounded and described as follows: - Beginning at a point on the easterly side of Brookfield St., 109 feet South of the corner formed by the intersection of said Brookfield St., and southerly side of Fisher Ave., and running in an Easterly direction and parallel with the southerly side of Fisher Ave., 100 feet to land now or formerly of F.A.C. Bogart; running thence southerly and parallel with Brookfield St., 26 feet; thence running West and parallel with said Fisher Ave., 100 feet to the easterly side of Brookfield St.; thence running northerly along the easterly side of said Brookfield St. 26 feet to the point or place of beginning. Be the said dimensions more or less and containing all the lands within said bounds. Together with all right, title and interest of the party of the first part of, in and to the land lying in front of and adjacent to above premises to the center line of Brookfield Street.

SUBJECT to building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

SUBJECT to any state of facts an accurate survey might show providing the same does not render the title unmarketable.

SUBJECT to notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

It being understood and agreed that the oil burner, kitchen cabinet, gas stove, bathtub and kitchen sink are not included in this sale and title remains in the party of the first part who shall remove the same from the premises at her own expense.

Revenue Stamps Attached 5.50

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, its successors and assigns forever.

AND the party of the first part covenants as follows:

FIRST.—That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, 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 that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

IN PRESENCE OF:

Susie Bennett Lawrence L.S.



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

On the 7th day of ~~May~~ June, one thousand nine hundred and forty-eight, before me came SUSIE BENNETT LAWRENCE

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Agnes M. McCarthy

AGNES M. McCARTHY
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949

LIBER 4641 PAGE 138

RESERVE THIS SPACE
FOR USE OF RECORDING OFFICE
WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording:
Sixty ... 1.50
Folio ... 1.00
Fee ...
Cert. ...
Fee ... 2.65

EXEMPT BY SEC. 52 PUB. HOUSING LAW

Examined
Returned

0.00 B Exm — 00075 6-11-48

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel.

This instrument is exempt from recording fee.
JUN 11 1948
County Attorney
By
SR. ASST. CO. ATTY.

COMPARED
LIBER
PAGE

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JUNE 11, 1948, at 11:40 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 18460

ROBERT J. FIELD, County Clerk.

11795

STATUTORY FORM O
3529—Bargain and Sale Deed. With Covenant against Grantor.—(Individual)
Title Guarantee and Trust Company

I 46

LIBER 4641 PAGE 172

THIS INDENTURE,

made the 7th day of June nineteen hundred and forty-eight, between LOUIS RICHARDSON, of 259 Brookfield Street, County of Westchester, White Plains, New York,

~~residing at~~

, party of the first part, and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, having its principal place of business at No. 11 William Street, White Plains, New York,

, party of the second part:

WITNESSETH, that the party of the first part, in consideration of Nine thousand ($9,000.00) dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL that tract or parcel of land with the buildings and improvements thereon erected, situate in the City of White Plains, County of Westchester and State of New York, described as follows:

Measuring from the Monument Stone on the easterly side of Brookfield Street next south of Fisher Avenue along the line of said street; south 1 degree east 150 feet to the place of beginning; thence north 89 degrees east 150 feet; thence, south 1 degree east 50 feet; thence, south 89 degrees west 150 feet; thence, north 1 degree west 50 feet to the place of beginning, designated as lot No. 9 on a Map of the Fisher Estates, White Plains, Westchester County, New York.

TOGETHER with all the right, title and interest of the party of the first part, if any, in and to any land lying in the bed of Brookfiled Street in front of or adjoining said premises to the center line thereof.

Said premises being designated as parcel No. 29 on the Parcel Map of White Plains Housing Authority, being also designated as Block 19, Lot 4, on the Tax Map of the City of White Plains, New York.

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, its successors and assign forever.

SUBJECT TO:

1. Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

2. Any state of facts an accurate survey might show.

3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state of municipal department having jurisdiction, against or affecting the premises at the date hereof.

AND the party of the first part covenants as follows:

FIRST.—That the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, 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 that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF:

Walter W. Eufatic

Louis Richardson (L.S.)

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

On the 7th day of June, one thousand nine hundred and forty-eight,
before me came LOUIS RICHARDSON

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Agnes M. McCarthy

AGNES M [illegible]
Notary Public in the [illegible]
Appointed for Westchester [illegible]
Commission expires March 30, 1949

AGNES M. McCARTHY
Notary Public in [illegible] New York
Appointed for West[illegible]
Commission expires [illegible]

LIBER 4641 PAGE 174

No.

LOUIS RICHARDSON

TO

18462

WHITE PLAINS HOUSING AUTHORITY

NO.

JUN 11 1948

11:40 P.M. A.M.

D E E D

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN ~~BLOCK~~ ~~IN SECTION - - - - - ON THE LAND MAP OF THE COUNTY OF~~ THE CITY OF WHITE PLAINS.

John J. Dillon
175 Main St, White Plains N.Y.

~~TITLE GUARANTEE AND TRUST COMPANY~~

OFFICES:
176 Broadway, Manhattan
175 Remsen Street, Brooklyn
160-08 Jamaica Avenue, Jamaica
6 East 45th Street, Manhattan
370 East 149th Street, Bronx
Bridge Plaza North, L. I. City
Mineola, Long Island
White Plains, N. Y.
Riverhead, Long Island
56 Bay Street, St. George, S. I.

This instrument is exempt from recording fee. JUN 11 1948

County Attorney

By

Asst. Co. Atty.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JUNE 11, 1948, at 11:40 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 18462 ROBERT J. FIELD, County Clerk.

11795

STATUTORY FORM AA
3535—Deed with Full Covenants—(Corporation)
Title Guarantee & Trust Company

G 47

LIBER 4641 PAGE 204

THIS INDENTURE,

made the 10th day of June, nineteen hundred and forty-eight, between ST. JOHN CHURCH OF CHURCH OF GOD IN CHRIST OF CITY OF WHITE PLAINS, INC., of 221-225 Brookfield Street, White Plains, New York, a religious corporation organized under the laws of the State of New York,

, party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation, established pursuant to law, and having its principal place of business at number 11 William Street, White Plains, New York,

, party of the second part:

Revenue Stamps attached

13 2-C

WITNESSETH, that the party of the first part, in consideration of TWELVE THOUSAND ($12,000.00) DOLLARS dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, and assigns forever,

ALL that lot or parcel of land, with the buildings and improvements thereon, in the City of White Plains, County of Westchester and State of New York, and known and designated as a part of Lot No. 18 on a certain map entitled: "Map of the Fisher Estate at White Plains, N.Y." surveyed by Charles M. Harris, filed in the office of the Register of Westchester County on July 19, 1881, as and by the Map number 689; which said part of said lot is more particularly bounded and described as follows:

BEGINNING on the Easterly side of Brookfield Street at the north-westerly corner of Lot number 17, on said map; thence running easterly along the northerly side of said lot number 17, 125 feet to the south-westerly corner of lot number 13, on said map; thence northerly along the westerly line of said lot number 13, 40 feet; thence westerly 125 feet to the easterly side of Brookfield Street and 40 feet northerly from the place of beginning; thence southerly along the easterly side of Brookfield Street 40 feet to the point or place of beginning: Be said several distances and dimensions more or less.

The above premises being known as 221 Brookfield Street, White Plains, New York. The said premises being also designated as Ward 3, Block 19, Lot 9, on the Tax Assessment Map of the City of White Plains, New York.

SUBJECT to the following:

1. Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

2. Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

This conveyance is made pursuant to an order of the County Court, Westchester County, in a proceeding entitled "In the Matter of the Application of St. John Church of Church of God in Christ of the City of White Plains, Inc., to sell real property", said order being dated the 2nd day of June, 1948, and having been duly filed in the office of the County Clerk of Westchester County on the 2nd day of June, 1948.

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, and assigns forever.

AND the party of the first part covenants as follows:

FIRST.—That the party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That the party of the first part will forever warrant the title to said premises;

SIXTH.—That, in compliance with Section 13 of the Lien Law, it 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 that it will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

SEAL

SEAL

ST. JOHN CHURCH OF CHURCH OF GOD IN CHRIST OF CITY OF WHITE PLAINS, INC.

BY Lonnie White
President.

ATTEST

Ethel White
Secretary.

Ethel White
Secretary.



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

On the 10th day of June, one thousand nine hundred and forty-eight, before me came LONNIE WHITE & ETHEL WHITE to me known, who, being by me duly sworn, did depose and say that they reside at 12 Winyah Terrace, New Rochelle, N.Y. in ; that they are the President & Secretary of St. John Church of Church of God in Christ of City of White Plains, Inc., the corporation described in, and which executed, the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation, and that they signed their names thereto by like order.

Joseph A. Lichtenthal

JOSEPH A. LICHTENTHAL
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

LIBER 4641 PAGE 206

No. 4641/204

ST. JOHN CHURCH OF CHURCH OF GOD IN CHRIST OF CITY OF WHITE PLAINS, INC.

TO

WHITE PLAINS HOUSING AUTHORITY

NO. 18461
JUN 11 1948
11:40 P.M. A.M.

WARRANTY DEED

(FULL COVENANTS)

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN ~~BRONX~~ CITY OF ~~MORRISANIA~~ WHITE PLAINS ~~ON THE ~~ OF THE COUNTY OF WESTCHESTER

John J. Dillon
175 Main St, White Plains, N.Y.

TITLE GUARANTEE AND TRUST COMPANY

OFFICES:

176 BROADWAY, MANHATTAN
175 REMSEN STREET, BROOKLYN
160-08 JAMAICA AVENUE, JAMAICA
6 EAST 45TH STREET, MANHATTAN
370 EAST 149TH STREET, BRONX
BRIDGE PLAZA NORTH, L. I. CITY
MINEOLA, LONG ISLAND
WHITE PLAINS, N. Y.
RIVERHEAD, LONG ISLAND
76 BAY STREET, ST. GEORGE, S. I.

This instrument is exempt from recording fee.

County Attorney

By John A. Bruce
SR. ASST. CO. ATTY.

JUN 11 1948

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JUNE 11, 1948, at 11:40 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 18461

ROBERT J. FIELD, County Clerk.

11795

216 L. T. 6-45-20M—Warranty Deed With Full Covenants—Individual or Corporation.

LIBER 4643 PAGE 181

THIS INDENTURE, made the 16th day of June

nineteen hundred and forty-eight **BETWEEN**

ROSA ERCOLI, residing at
Parkview Court
White Plains, New York,

party of the first part,

and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York, hereinafter described as the purchaser.

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of SIXTY-FIVE HUNDRED ($6,500.00)- -Dollars, lawful money of the United States, paid by the party of the second part, do es hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that lot or parcel of land, with the buildings and improvements thereon, in the City of White Plains, in the County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Brookfield Street 84 feet south of the corner formed by the intersection of said Brookfield Street and the southerly side of Fisher Avenue; and running in an easterly direction and parallel with the southerly side of Fisher Avenue 100 feet to land now or formerly of F. A. C. Bogart; running thence southerly and parallel with Brookfield Street 25 feet; thence running westerly and parallel with Fisher Avenue 100 feet to the easterly side of Brookfield Street; thence running northerly along the easterly side of Brookfield Street 25 feet to the point or place of beginning.

TOGETHER with all right, title and interest of the party of the first part of, in and to the land lying in front of and adjacent to the above premises to the centre line of Brookfield Street.

BEING a portion of the same premises as conveyed to the parties of the first part by Fannie S. Wright by Deed dated February 1st., 1924, and recorded in Westchester County Register Office on February 1st., 1924, in Liber 2479 Page 450 of Deeds.

SUBJECT TO building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

SUBJECT TO any state of facts an accurate survey might show.

LIBER 4643 PAGE 182

SUBJECT TO notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

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, its successors and assigns forever,

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND said Rosa Ercoli covenant s as follows:

FIRST.—That said Rosa Ercoli seized of the said premises in fee simple, and ha s good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That said Rosa Ercoli will forever warrant the title to the said premises.

IN WITNESS WHEREOF, the party of the first part ha s duly executed this deed.

In presence of:

Frank Ercoli

Her
Rosa + Ercoli LS
Mark

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

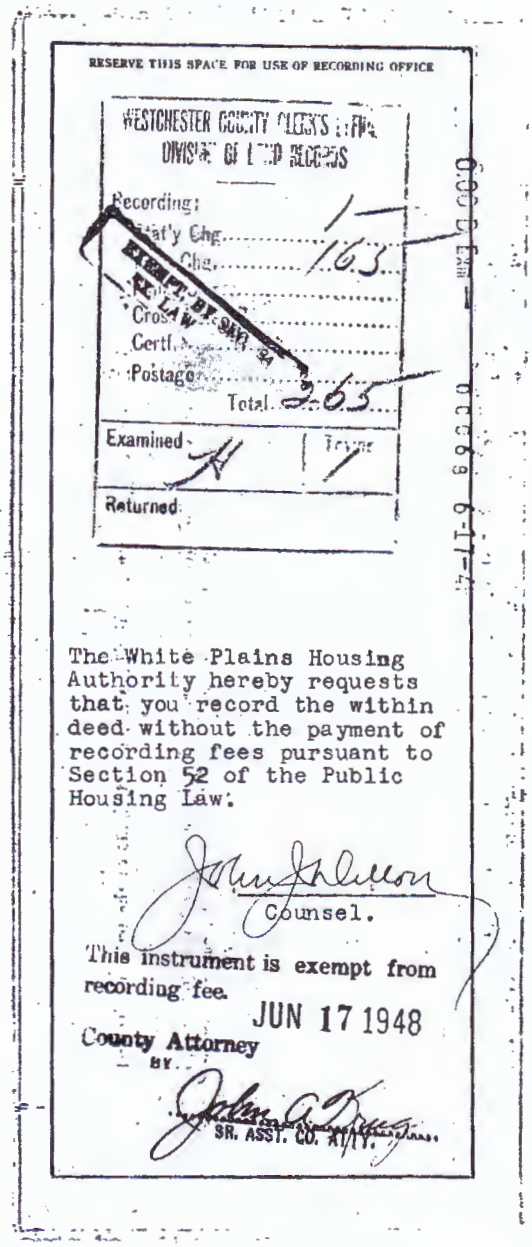
On this 16th day of June, in the year one thousand nine hundred and forty-eight, before me personally came

ROSA ERCOLI

to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that s he executed the same.

Agnes M. McCarthy

AGNES M. McCARTHY
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949



RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording: 1.00
Stat'y Chg.
Chg. 1.65
Cross Ref.
Certif.
Postage
Total 2.65

EXEMPT BY SEC. 52 PUB. HOUSING LAW

Examined
Entered
Returned

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel.

This instrument is exempt from recording fee.

JUN 17 1948

County Attorney

BY

SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JUNE 17, 1948, at 11:30 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 19325

ROBERT J. FIELD, County Clerk.

11798

REGISTER'S FORM A.
DEED WITH FULL COVENANTS—INDIVIDUAL.—FORM No. 2.58. L. T. & T. Co.

LIBER 4643 PAGE 319

This Indenture,

made the 15th day of June,

nineteen hundred and forty-eight, Between EMMA A. SNIFFIN, residing at No. 233 Chatterton Parkway, in the City of White Plains, County of Westchester and State of New York

, party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of buisness at No. 11 William Street, White Plains, Westchester County, New York

, party of the second part,

Witnesseth, that the party of the first part, in consideration of the sum of twenty-eight thousand ($28,000.00) dollars,

lawful money of the United States, to her in hand

paid by the party of the second part, does hereby grant and release unto the party of the second part,

its successors and assigns forever,

All that lot or parcel of land, with the buildings and improvements thereon, in the City of White Plains, in the County of Westchester and State of New York, more particulary bounded and described as follows:

PARCEL A.

BEGINNING at a point on the westerly side of Grove Street, distant 254 feet northerly from the northwesterly corner of said Grove Street and New York Post Road as the said New York Post Road was laid out and existed prior to 1926; thence running northerly and along the westerly side of Grove Street 50 feet: thence westerly on a line with Martine Avenue 150 feet more or less to lands now or late of the Fisher Estate; thence southerly along said lands 50 feet more or less; thence easterly on a line with Martine Avenue about 160 feet more or less to the point or place of beginning.

PARCEL B.

BEGINNING at a point on the westerly line or side of Grove Street, distant 304 feet northerly from the northwesterly corner of said Grove Street and New York Post Road as the said New York Post Road was laid out and existed prior to 1926, said point being the northeasterly corner of Parcel A above described; thence running northerly and along said westerly line or side of Grove Street 50 feet; thence westerly on a line with Martine Avenue 150 meet more or less to lands now or late belonging to Fisher Estate; thence southerly along said lands 50 feet more or less; thence easterly on a line with Martine Avenue 150 feet more or less to the point or place of beginning.

The said two parcels being the same premises described in deed.

LIBER 4643 PAGE 320

dated April 22, 1899 to Charles M. Sniffin, now deceased, recorded in the office of the Register of Westchester County(Now County Clerk's Office, Division of Land Records) in Liber 1517 of Conveyances, page 33, and deed dated April 18, 1899 to Charles M. Sniffin, now deceased, and recorded in the Office of the Register of Westchester County (Now County Clerk's Office, Division of Land Records) in Liber 1517 of Conveyances, page 30, and it being intended to convey the premises described in said deeds.

The said premises being designated Parcel No. 3 on the Parcel Map of the White Plains Housing Authority and being also designated as Block 18, Lots 5 and 6 on the tax map of the City of White Plains, New York.

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,

its successors and assigns forever.

The grantor, in compliance with Section 13 of the Lien Law, covenants that she 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 that she will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

And said party of the first part covenants as follows:

FIRST, That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND. That the party of the second part shall quietly enjoy the said premises;

THIRD. That the said premises are free from encumbrances.

FOURTH. That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH. That said party of the first part will forever warrant the title to the said premises.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of

Emma A. Sniffin (SEAL)

State of New York, }
County of Westchester } ss.:

On the 15th day of June, nineteen hundred and forty-eight, before me came Emma A. Sniffin,

to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that she executed the same.

JOHN J. HUGHES
NOTARY PUBLIC
IN THE STATE OF NEW YORK
Appointed for Westchester County
Commission expires March 30, 1950

This instrument is exempt from recording fee.

JUN 17 1948

County Attorney

By [illegible]

SR. ASST. CO. ATTY.

LIBER 4643 PAGE 321

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon

Counsel

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS

County of Westchester, N. Y. A true copy of the original DEED

RECORDED JUNE 17, 1948, at 10:30 AM at request of JOHN J. DILLON

FEE $ EXEMPT No. 19326 ROBERT J. FIELD, County Clerk.

11798

285—STATUTORY FORM A.
Warranty Deed with Full Covenants, Individual.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

LIBER 4645 PAGE 284

This Indenture,

Made the 17th day of June, nineteen hundred and forty-eight,

Between MATTIE R. LEE, residing at 199 Brookfield Street, White Plains, New York,

party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation, established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

party of the second part,

Witnesseth, that the party of the first part, in consideration of

One ($1) Dollars, lawful money of the United States,

and other good and valuable considerations,

paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

All those certain lots or parcels of land, with the buildings and improvements thereon, in the City of White Plains, County of Westchester and State of New York, more particularly bounded and described as follows:

PARCEL "A"

BEGINNING at a point on the easterly side of Brookfield Street 101 feet northerly from the northerly line of land of Frank Fritsch; thence running South 89 degrees 49 minutes 12 seconds East 100 feet; thence running North 0 degrees 13 minutes 18 seconds East 34 feet to the southerly side of Fisher Avenue; thence along Fisher Avenue North 89 degrees 48 minutes 12 seconds West 100 feet to the easterly line of Brookfield Street and thence South 0 degrees 13 minutes 18 seconds West along the easterly side of Brookfield Street 34 feet to the point or place of beginning.

PARCEL "B"

ALL that certain lot with the improvements thereon, situate, in the City of White Plains, County of Westchester, State of New York, bounded and described as follows, reference being had to a certain map entitled "Map of Fisher Estate, White Plains, N.Y." surveyed by Charles M. Harris, and filed in the office of the Register of Westchester County on July 19, 1881, as Map No. 689, said lot herein hereby conveyed being the southerly half of Lot #10, measuring from the stone monument at the easterly side of Brookfield Street next South of Fisher Avenue along the line of said Street, South 1 degree East 125 feet to the place of beginning; thence north 89 degrees East 150 feet; thence South 1 degree East 25 feet; thence South 89 degrees West 150 feet; thence North 1 degree West 25 feet to the place of Beginning.

The premises above described are also designated as Parcels Nos. 16 and 28 on the Parcel Map of the White Plains Housing Authority; being also designated as Block 19, Lots 10A and 5 on the Tax Map of the City of White Plains, N.Y.

Together with all the right, title and interest of the party of the

first part of, in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining the said premises, to the center line thereof.

Subject to building restrictions and regulations of the City of White Plains, New York, and amenements and additions thereto now in force.

Subject also to any state of facts an accurate survey might show, providing the same does not render the title unmarketable.

Subject also to notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

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,* its successors *and assigns forever.*

LIBER 4645 PAGE 286

And the said party of the first part covenant s as follows:

First.—That the party of the first part is seized of the said premises in fee simple, and has good right to convey the same,

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances; except as aforesaid.

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the party of the first part will forever warrant the title to said premises.

Sixth.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written

In presence of:

Mattie R. Lee L. S.

L. S.

L. S.

L. S.



State of NEW YORK
County of WESTCHESTER } ss.:

On the 17th day of June, nineteen hundred and forty-eight, before me came MATTIE R. LEE,

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that she executed the the same.

Agnes M. McCarthy

AGNES M. McCARTHY
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel.

This instrument is exempt from recording fee.

JUN 23 1948

County Attorney

BY

John A. Gray
SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JUNE 23, 1948, at 1:50 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 20173 ROBERT J. FIELD, County Clerk.

11795

215 L.T. 5-47—10M—Bargain and Sale Deed, with Covenant Against Grantor's Acts—Individual or Corporation.

djg;bfjr-1

LIBER 4645 PAGE 359

THIS INDENTURE, made the 17th day of ~~May~~ June

nineteen hundred and forty-eight **BETWEEN** BRIGITA TORRES, residing at #237 Grove Street, White Plains, Westchester County, New York,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law and having its principal place of business at #11 William Street, White Plains, Westchester County, New York,

party of the first part,

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of, ONE and no/100 ($1.00) Dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do es hereby grant and release unto the party of the second part, its heirs, and assigns forever,

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being on the westerly side of Grove Street in the City of White Plains, formerly in the Village and Town of White Plains, County of Westchester and State of New York, and known and designated as lot number 36 on a map entitled "Map of subdivision of property belonging to William H. Albro, situated at White Plains, Westchester Co., N.Y." made by J. Henry Carpenter, C. E., White Plains, N.Y., August 8, 1889, which said lot is bounded and described according to said map as follows:

BEGINNING at a point in the westerly line of Grove Street, one hundred and fifty-four (154) feet northerly from the northwesterly corner of said Grove Street and the New York Post Road as the said New York Post Road was laid out and existed in 1916; thence running westerly on a line parallel with the southerly line of lot 37, now or late of John O'Rourke, Jr., one hundred and sixty-four and twenty-two one hundredths (164.22) feet to land now or late of the Estate of Sarah Fisher, fifty and eighty-six one hundredths (50.86) feet to the southwest corner of said lot 37, now or late of John O'Rourke, Jr.: thence easterly along said lot 37 now or late of O'Rourke one hundred and seventy-four and fifty-four one hundredths (174.54) feet to the westerly line of Grove Street aforesaid; thence southerly along the said westerly line of Grove Street fifty (50) feet to the place of beginning, be the said several dimensions more or less.

THE said premises being designated Parcel No. 5 on the Parcel Map of the White Plains Housing Authority and being also designated as Block 18, Lot 8, on the tax map of the City of White Plains, New York.

SUBJECT to the building restrictions and regulations of the City of White Plains, and all amendments and conditions heretofore now in force.

SUBJECT to any state of facts which an accurate survey might show.

LIBER 4645 PAGE 360

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, its heirs and assigns forever,

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND the said party of the first part covenants that she has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of:

Basil Filardi Jr.

her
Brigita + Torres (L.S.)
mark
Brigita Torres

STATE OF NEW YORK,
COUNTY OF WESTCHESTER } ss.:

On this 17th day of May June, in the year one thousand nine hundred and forty-eight before me personally came BRIGITA TORRES to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that she executed the same.

Basil Filardi Jr.

BASIL FILARDI, Jr.
NOTARY PUBLIC
IN THE STATE OF NEW YORK
Appointed for Westchester County
Commission expires March 30, 1949

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel.

This instrument is exempt from recording fee.

JUN 23 1948

County Attorney

BY

Julius A. Gray
SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JUNE 23, 1948, at 1:50 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 20172

ROBERT J. FIELD, County Clerk.

11795

216 E. T. 11-46-10M—Warranty Deed With Full Covenants—Individual or Corporation.

LIBER 4648 PAGE 214

THIS INDENTURE, made the 29th day of June

nineteen hundred and forty-eight **BETWEEN**

GRAYCE WILLIS,
residing at 52 Winchester Street,
White Plains, New York,

party of the first part,

and

WHITE PLAINS HOUSING AUTHORITY,
a public corporation, established pursuant to law, and having its principal place of business at #11 William St., White Plains, New York,

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN ($10.)

- - - - - - - - - - Dollars, lawful money of the United States, and other good and valuable consideration,

paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that lot or parcel of land with the buildings and improvements thereon, in the City of White Plains, in the County of Westchester and State of New York, more particularly bounded and described as follows:

ALL that certain lot, piece or parcel of land, situate, lying and being in the Village of White Plains in the Town aforesaid and known and designated on a certain map called "Map of the Fisher Estate, White Plains, New York, and filed in the office of the Register of Westchester County July 19, 1881 by the number 689 as a part of lot #12 and bounded and described as follows:

BEGINNING on the westerly side of Winchester Street at a point 10 feet northerly from the southerly line of lot #12 and running thence westerly on a line parallel with the southerly line of lot #12, 119 and 1/5 feet to the easterly side of lot #17; thence northerly along the easterly side of lot #17, 36 and 2/3 feet; thence easterly on a line parallel with Fisher Avenue 119 and 14/15 feet and thence southerly along the westerly side of Winchester Street 36 and 2/3 feet to the point of BEGINNING.

SUBJECT to the zoning ordinance of the City of White Plains.

BEING the same premises conveyed by Katherine C. Ferris and Charles Ferris, her husband, to John G. Wilkerson by deed dated August 1, 1888 and recorded on March 12, 1889 in the office of the Register of Westchester County in Liber 1159 cp.372, in which deed the grantee's name was erroneously spelled Wilkinson and which error was thereafter corrected by deed dated September 28, 1889 and recorded October 7,1889 in the office of the Register of Westchester County in Liber 1179 cp. 283, the said John G. Wilkerson having died intestate on April 12, 1912, leaving him surviving his widow, Eliza Wilkerson, since deceased, and the grantor above named as his sole heir-at-law and next-of-kin.

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, its successors and assigns forever,



AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND said GRAYCE WILLIS covenantS as follows:

FIRST.—That said GRAYCE WILLIS seized of the said premises in fee simple, and ha S good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances; except as aforesaid.

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That said GRAYCE WILLIS will forever warrant the title to the said premises.

IN WITNESS WHEREOF, the party of the first part ha S duly executed this deed.

In presence of :

Grayce Willis (L.S.)

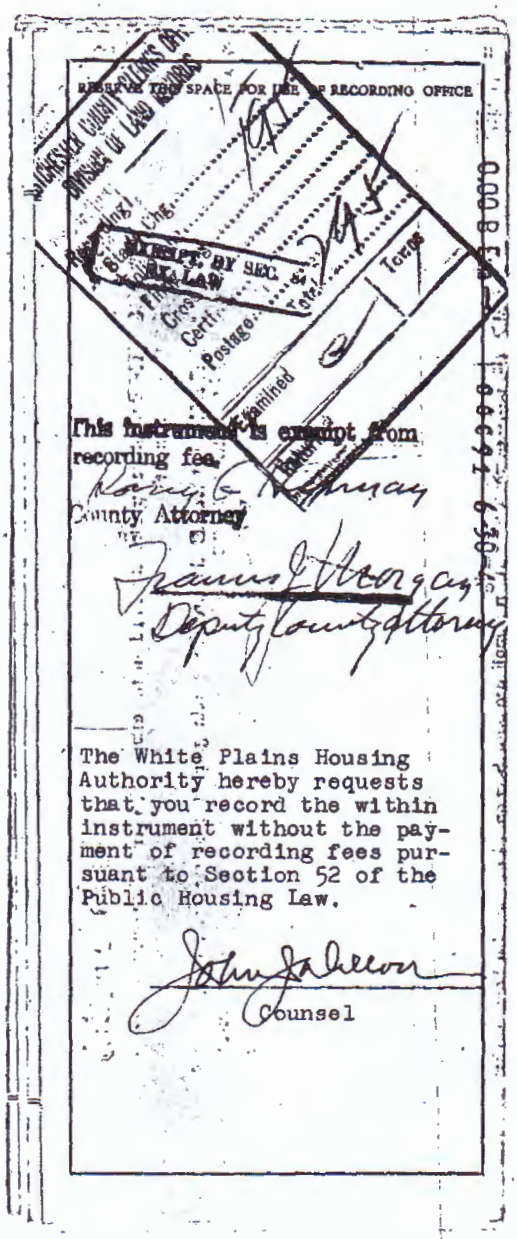
STATE OF NEW YORK, COUNTY OF WESTCHESTER **ss.:**

On this 19th day of June, in the year one thousand nine hundred and forty-eight, before me personally came GRAYCE WILLIS, to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that She executed the same.

Agnes M. McCarthy

AGNES M. McCARTHY
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949

LIBER 4648 PAGE 216



The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JUNE 30, 1948, at 1 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 21125 ROBERT J. FIELD, County Clerk.

11795

STATUTORY FORM C
3529—Bargain and Sale Deed, With Covenant against Grantor—Individual
Title Guarantee and Trust Company

C48

LIBER 4648 PAGE 361

THIS INDENTURE,

made the 30th day of June, one thousand nine hundred and forty-eight, between

MARY A. LEVINE, also known as MARY ABRAHAM LAVINE,

residing at Rowan Arms Apartments, Grand Street, in the City of White Plains, County of Westchester and State of New York,

, party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, in the City of White Plains, County of Westchester and State of New York,

, party of the second part:

WITNESSETH, that the party of the first part, in consideration of EIGHT THOUSAND SEVEN HUNDRED FIFTY ($8,750) ---------- dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon situate, lying and being on the easterly side of Brookfield Street between Fisher Avenue and New York Post Road in the Village and Town of White Plains, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Brookfield Street distant 20 feet southerly from a stone monument set in the ground on the easterly side of Brookfield Street, said place of beginning being 270 feet southerly from the southeasterly corner of said Brookfield Street and Fisher Avenue as said Streets and monument are shown on a certain map entitled, "Map of the Fisher Estate, White Plains, New York, made by Charles M. Harris and filed in the Registers Office of Westchester County on July 19, 1881 as Map #689", and thence from said point of beginning running southerly by and along the easterly side of Brookfield Street 30 feet to Lot #11 on said map of the Fisher Estate; thence running easterly along the northerly line of Lot #11 on said map 120 feet; thence running northerly and parallel with Brookfield Street 30 feet to other land of William Thom; thence running westerly and parallel with the northerly line of said Lot #11 on said map 120 feet by and along said other land of William Thom to the easterly side of Brookfield Street at the point and place of BEGINNING.

The said premises being designated Parcel No. 25 on the Parcel Map

of the White Plains Housing Authority and being also designated as Block 19, Lot 7a, on the tax map of the City of White Plains, New York.

SUBJECT to Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

SUBJECT to any state of facts an accurate survey might show, providing the same does not render the title unmarketable.

SUBJECT to notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

SUBJECT to covenants and restrictions of record, if any.

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, its successors and assigns forever.

AND the party of the first part covenant s as follows:

FIRST.—That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, 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 that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

IN PRESENCE OF:

Mary A. Levine L.S.



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

On the 1st day of July, one thousand nine hundred and forty-eight, before me came MARY A. LEVINE, also known as Mary Abraham Lavine,

to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

SAUL KATZ
Notary Public, in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949

LIBER 4648 PAGE 364

RESERVE THIS SPACE
FOR USE OF RECORDING OFFICE
DIVISION OF LAND RECORDS

Recording:
Mtg. Chg. 1.50
Exempt by Sec. 94 Pub. Law
Cross Refie
Certf.
Postage
Total 2.63

Examined | Taxes

Returned

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel.

COMPARED
LIBER
PAGE

This instrument is exempt from recording fee.
County Attorney

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JULY 1, 1948, at 2:24 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 21456

ROBERT J. FIELD, County Clerk.

11795

Form 215 11-47-10M—Bargain and Sale Deed, with Covenant Against Grantor's Acts—Individual or Corporation.

$13.75 Stamps

LIBER 4649 PAGE 38

THIS INDENTURE, made the 1st day of July

nineteen hundred and forty-eight BETWEEN FLORENCE E. J. CARPENTER,

of 33 Longview Avenue, White Plains, New York,

party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at 11 William Street, White Plains, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One hundred and no/100 ($100.00) Dollars, lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, do es hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of White Plains, County of Westchester and State of New York which lot on a certain map filed (or to be filed) in the Office of the Clerk (formerly Register) of the County of Westchester, Division of Land Records, entitled, "Map of the Fisher Estate, White Plains, N.Y." surveyed by Charles M. Harris is known and designated as lot No.80, bounded and described as follows: viz: Measuring from the southeasterly corner of Lexington and Fisher Avenues, South 1 degree East 151 feet to place of beginning in this description; thence running North 89 degrees East 150 feet; thence running North 1 degree West 50 feet; thence running South 89 degrees West 150 feet; thence running South 1 degree East 50 feet to the point or place of beginning.

SUBJECT to:
Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction against or affecting the premises at the date hereof.

Covenants and restrictions of record, if any.

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, its successors and assigns forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND the said party of the first part covenant s that s he ha s not done or suffered anything whereby the said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the party of the first part ha s duly executed this deed.

In presence of:

Florence E. J. Carpenter L.S.



STATE OF NEW YORK,
COUNTY OF Westchester } ss.:

On this 14 day of July, in the year one thousand nine hundred and forty-eight, before me personally came FLORENCE E. J. CARPENTER to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that s he executed the same.

William McKinley

WILLIAM McKINLEY
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949

LIBER 4649 PAGE 40

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

This instrument is exempt from recording fee.

JUL 2 1948

County Attorney

BY

John A. Brug

SR. ASST. CO. ATTY.

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon

Counsel

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording:

State Chg. 1.50

Folio Chg. 1.00

Filing Chg. EXEMPT BY SEC. 52 PUB. HOUSING LAW

Cross Refe

Postage .65

Total 2.65

Examined	Towns
✓	✓

Returned

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JULY 2, 1948, at 2:40 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 21737 ROBERT J. FIELD, County Clerk.

11795

285—STATUTORY FORM A.
Warranty Deed with Full Covenants, Individual.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

LIBER 4651 PAGE 87

This Indenture,

Made the Seventh day of July, nineteen hundred and forty-eight,

Between JOSEPH C. STUKES, residing at 151 North Lexington Avenue, City of White Plains, New York,

party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation, established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

party of the second part,

Witnesseth, that the party of the first part, in consideration of

One ($1) Dollars, lawful money of the United States, and other good and valuable considerations,

paid by the party of the second part, do es hereby grant and release unto the party of the second part, its successors and assigns forever,

All that certain lot, piece or parcel of land, together with the buildings thereon erected, situate, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated on a certain map on file in the Office of the Register of Westchester County, now County Clerk's Office, Division of Land Records, entitled, "Map of the Fisher Estate, White Plains, N.Y." as the northerly portion of Lot #14 which said lot is bounded and described as follows:

BEGINNING at a point on the westerly side of Winchester Street, 100 feet southerly from Fisher Avenue; and running thence southerly along said Winchester Street 30 feet; thence westerly on a line parallel with said Fisher Avenue 122 feet; thence northerly 30 feet to the southerly side of Lot number 15; thence easterly along the southerly side of Lot number 15, 123 feet to the point or place of BEGINNING.

The premises above described are also designated as Parcel No. 13 on the Parcel Map of the White Plains Housing Authority; being also designated as Ward 3, Block 19, Lot 13, on the Tax Map of the City of White Plains, N.Y.

Together with all the right, title and interest of the party of the first part of, in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining the said premises, to the center line thereof.

Subject to building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

Subject also to any state of facts an accurate survey might show, provided the same does not renderethe title unmarketable.

Subject also to notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

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, its successors and assigns forever.

And the said party of the first part covenants as follows:

First.—That the party of the first part is seized of the said premises in fee simple, and has good right to convey the same,

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances; except as aforesaid.

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the party of the first part will forever warrant the title to said premises.

Sixth.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written

In presence of:

Witness Second

Joseph C. Stukes L. S.

L. S.

L. S.

L. S.



State of NEW YORK
County of WESTCHESTER } ss.:

On the Seventh day of July nineteen hundred and forty-eight, before me came JOSEPH C. STUKES,

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the the same.

Mildred T. DeVoe

MILDRED T. DeVOE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

Reserve this space for use of Recording Office

This instrument is exempt from recording fee. JUL 8 1948

County Attorney

BY

John A Krug

SR. ASST. CO. ATTY.

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J Dillon

Counsel

7-8-48

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS

County of Westchester, N. Y. A true copy of the original DEED

RECORDED July 8, 1948 at 2:10 P. M. at request of JOHN J. DILLON

FEE: $ EXEMPT No. 22393

ROBERT J. FIELD, County Clerk.

11798

215 L.T. 5-47—10M—Bargain and Sale Deed, with Covenant Against Grantor's Acts—Individual or Corporation.

LIBER 4653 PAGE 460

THIS INDENTURE, made the 15th day of July

nineteen hundred and forty eight **BETWEEN**

ANNA RISSLER and CHRISTINE RISSLER, residing at 251 Brookfield Street in the City of White Plains, County of Westchester, State of New York,

parties of the first part,

and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant, and having its principal place of business at No. 11 William Street, White Plains, New York,

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN ($10.00) DOLLARS

Dollars, lawful money of the United States,

and other good and valuable consideration

paid by the party of the second part, do hereby grant and release unto the party of the second part,

and assigns forever,

ALL that certain lot of land with the buildings thereon situate, in the City formerly Town of White Plains, in the County of Westchester and State of New York, bounded and described as follows: reference being had to a certain map entitled, "Map of the Fisher Estate, White Plains, New York", surveyed by Charles H. Harris, said lot herein conveyed being the northerly half of lot # 10 measuring from the stone monument at the easterly side of Brookfield next south of Fisher Avenue along the line of said Street South 1 degree East 100 feet to the place of beginning; thence North 89 degrees East 150 feet; thence South 1 degree East 25 feet; thence South 89 degrees West 150 feet; thence North 1 degree West 25 feet to the place of BEGINNING.

The said premises being also designated as Ward 3, Block 19, lot 5A, on the Tax Assessment Map of the City of White Plains, N.Y.,

SUBJECT to the following:

1. Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

2. Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

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, and assigns forever,

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND the said ANNA RISSLER and CHRISTINE RISSLER covenant that they have not done or suffered anything whereby the said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of:

Joseph A Lutter III

Anna Rissler (L.S.)

Christine Rissler (L.S.)

STATE OF NEW YORK,
COUNTY OF WESTCHESTER } ss.:

On this 15th day of July, in the year one thousand nine hundred and forty eight, before me personally came ANNA RISSLER and CHRISTINE RISSLER to me known to be the individuals described in and who executed the foregoing instrument, and duly acknowledged that they executed the same.

Mildred T. DeVoe

MILDRED T. DeVOE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950



LIBER 4653 PAGE 462

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Record
Stat'y Mtg.
Fahn
Filing Fee
Cross Ref.
Certif.
Total.

EXEMPT, BY SEC. 52 PUB. HSG. LAW

Examined | Town

Returned

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel

This instrument is exempt from recording fee. JUL 16 1948

County Attorney

By John A. Brug
DEP. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED July 16, 1948 at 10:11 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 23386

ROBERT J. FIELD, County Clerk.

11795

STATUTORY FORM C
3529—Bargain and Sale Deed. With Covenant against Grantor.—(Individual)
Title Guarantee and Trust Company

G47

LIBER 4675 PAGE 394

THIS INDENTURE,

made the 17th day of August, one thousand nine hundred and forty-eight, between MARY ISABELLE BRENNAN, residing at 50 Winchester St., White Plains, N.Y., WILLIAM E. HOLLAND, residing at Route 1, Box 80A, Denbigh, Va., and DANIEL C. HOLLAND, residing at 121 So. 9th Avenue, Mt. Vernon, N.Y.

60¢

, parties of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law having its principal place of business at No.11 William Street, White Plains, N.Y.

DOCUMENTARY — UNITED STATES INTERNAL REVENUE — 3 THREE DOLLARS 3

DOCUMENTARY — UNITED STATES INTERNAL REVENUE — 3 THREE DOLLARS 3

, party of the second part:

WITNESSETH, that the parties of the first part, in consideration of Five thousand Four Hundred and Fifty----------and 00/100 ($5450.00) - dollars, lawful money of the United States, paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL that certain lot, piece or parcel of land, situate lying and being in the City of White Plains, County of Westchester, and State of New York, and formed by the portion of 2 lots designated on a certain map called "Map of the Fisher Estate, White Plains, N.Y. surveyed by Charles M. Harris and filed in the office of the Register of Westchester County as lots numbers 12 and 13, said map being filed as Map No. 689 and more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Winchester Street 166 feet 8 inches southerly from Fisher Avenue and running thence westerly on a line parallel with said Fisher Avenue 120 2/3 feet to the easterly end of Lot number 18; thence southerly along the easterly ends of lots numbered 18 and 18, 36 2/3 feet; thence easterly on a line parallel with said Fisher Avenue 119 14/15 feet to the westerly side of Winchester Street; thence northerly along the westerly side of Winchester Street 36 2/3 feet to the point or place of BEGINNING.

The said premises being designated Parcel No.11 on the Parcel Map of the White Plains Housing Authority and being also designated as Block 19, Lot 15, on the tax map of the City of White Plains, New York.

The premises are sold subject to:

1. Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

2. Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal departments having jurisdiction, against or affecting the premises at the date hereof.

The above described premises being the same premises conveyed to the parties of the first part herein by deed dated December 24, 1930 and recorded December 24, 1930 in the Office of the Register of Westchester County in Liber 3109 of conveyances, page 21, from Edward W. Porter also known as William Smith.

together with the appurtenances and all the estate and rights of the parties 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, its successors and assigns forever.

AND the parties of the first part covenant as follows:

FIRST.—That the parties of the first part have not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, the parties 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 that the parties of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF:

Mary Isabelle Brown (L.S.)

William E. Holland (L.S.)

Daniel C. Holland (L.S.)

STATE OF VIRGINIA)
) ss.:
~~COUNTY~~ City OF Newport News)

On the 11th day of August, one thousand nine hundred and forty-eight, before me came WILLIAM E. HOLLAND, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Virginia Bunting Adams
Notary Public

My commission expires
March 10, 1952

STATE OF NEW YORK }
COUNTY OF Westchester } ss.:

On the 21st day of September, one thousand nine hundred and forty-eight, before me came DANIEL C. HOLLAND

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Louis Davis

LOUIS DAVIS
Notary Public in the State of New York
Appointed for Westchester County
Commission Expires March 30, 1949.

LIBER 4675 PAGE 396

STATE OF NEW YORK
COUNTY OF Westchester } ss.:

On the 23rd day of September, one thousand nine hundred and forty-eight

before me came MARY ISABELLE BRENNAN

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that She executed the same.

Agnes M. McCarthy

AGNES M. McCARTHY
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 19[illegible]

NOTARY PUBLIC VIRGINIA BURBAGE ADAMS NEWPORT NEWS, VA.

STATE OF VIRGINIA
City of Newport News } to-wit:

CORPORATION COURT OF THE CITY OF NEWPORT NEWS VIRGINIA

I, F. B. BARHAM, Clerk of the Corporation Court for the City of Newport News, in the State of Virginia, the same being a Court of Record, DO HEREBY CERTIFY, That

Virginia Burbage Adams

whose name is subscribed to the certificate of the affidavit, proof or acknowledgment of the annexed instrument and thereupon written, was at the time of taking such affidavit, proof or acknowledgment, a NOTARY PUBLIC in and for said City, dwelling in said state of Virginia, commissioned and sworn, and duly authorized to take affidavits, acknowledgments and proofs of deeds or conveyances for lands, tenements or hereditaments to be recorded in said State. And further, that I am well acquainted with the hand-writing of such NOTARY PUBLIC and verily believe that the signature to the said certificate of affidavit, proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court, the 13th day of September, 1948.

F. B. Barham, Clerk

By ..... D. C.

SEP 24 1948

This instrument is exempt from recording fee.

County Attorney

BY

John A. Brug

SR. ASST. CO. ATTY.

LIBER 4675 PAGE 397

C.00 B Ex — Oct 6 9 24

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

DIVISION OF LAND RECORDS

Recording:

Stat'y Chg.

Folio Chg.

Filing

Cross

Total

Taxes

Examined

Returned

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

Counsel.

COMPARED

LIBER

PAGE

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS

County of Westchester, N. Y. A true copy of the original DEED

RECORDED Sept. 24, 1948 at 2:09 P.M. at request of CLARK & GAGLIARDI

FEE: $ EXEMPT No. 32555 ROBERT J. FIELD, County Clerk.

11798

STATUTORY FORM A—(CHAPTER 681, 1917)—No. 220 T
DEED WITH FULL COVENANTS—INDIVIDUAL

THE CHISHOLM PRINTING COMPANY, 409 PEARL ST., N. Y. 2479

LIBER 4700 PAGE 196

This Indenture,

Made the 9th *day of* December *, nineteen hundred and* forty-eight.

Between

AMERICO DeBUONO and TESSIE DeBUONO, residing at No. 17 Longview Avenue, White Plains, New York,

parties of the first part, and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No.11 William Street, White Plains, New York,

party of the second part:

Witnesseth, *that the parties of the first part, in consideration of* FORTY-SEVEN THOUSAND ($47,000.00) - - - - - - - - - - - - - *Dollars, lawful money of the United States,* and other good and valuable consideration *paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever,*

All that lot or parcel of land, with the buildings and improvements thereon, in the City of White Plains, in the County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Grove Street, distant 204 feet northerly from the northwesterly corner of said Grove Street and New York Post Road as said Grove Street and New York Post Road appeared on map filed November 25, 1891 as Map #1006 entitled, Map of Subdivision of property belonging to William H. Albro; thence westerly on a line parallel with the northerly side of lot lately owned by F. Milton Smith and later owned by C. Merwin Sniffen, about 175 feet to land now or late of Estate of Sarah Fisher deceased; thence northerly along said land of said Fisher about 50 feet to the southwesterly corner of said lot of Sniffen; thence easterly along said Sniffen land 170 feet to the westerly side of Grove Street; thence southerly along the said westerly side of Grove Street, to the point or place of beginning.

BEING and intended to be the same premises conveyed to Tessie DeBuono, one of the parties of the first part, by Helene Figge, by deed dated November 1, 1923 and recorded November 1, 1923 in Liber 2463 cp. 154.

SUBJECT to the following:

1. Building restrictions and regulations of the City of White Plains, New York, and amendments and additions

thereto now in force.

2. Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

Together *with the appurtenances and all the estate and rights of the part* ies *of the first part, in and to the said premises.*

To have and to hold *the premises herein granted unto the part* y *of the second part,* its successors *and assigns forever.*

And *said* parties of the first part *covenant as follows:*

First. *That said* parties of the first part are *seized of the said premises in fee simple, and ha* ve *good right to convey the same;*

Second. *That the part* y *of the second part shall quietly enjoy the said premises;*

Third. *That the said premises are free from incumbrances;* except as aforesaid.

Fourth. *That the part* ies *of the first part will execute or procure any further necessary assurance of the title to said premises;*

Fifth. *That said* parties of the first part *will forever* **warrant** *the title to said premises.*

Sixth. *The grantor* s *in compliance with Section 13 of the Lien Law, covenant as follows: That* they *will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that* they *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.* and will hold the right to receive such consideration,

In Witness Whereof, *the part* ies *of the first part ha* ve *hereunto set* their *hand and seal* s *the day and year first above written*

In the Presence of



Angelo DeBruno L.S.

Jessie DeBruno L.S.

LIBER 4700 PAGE 198

State of New York } ss.:
County of Westchester }

On the 9th *day of* December *, nineteen hundred and* forty-eight *before me personally came*

AMERICO DeBUONO and TESSIE DeBUONO *, to me known to be the individuals described in, and who executed, the foregoing instrument, and acknowledged that* they *executed the same.*

Mildred T. DeVoe

MILDRED T. DeVOE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

RESERVED FOR USE OF RECORDING OFFICE

Recording: Page 198
Liber 4700
Fees
Examined
Returned

EXEMPT BY SEC. 34 L. LAW

The White Plains Housing Authority hereby requests that you record the within instrument without recording fees, pursuant to Section 52 of the Public Housing Law

John J. Gilleon
Counsel

This instrument is exempt from recording fee. DEC 10 1948

County Attorney
BY
SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED DEC. 10, 1948, at 11:59 AM at request of CLARK & GAGLIARDI

FEE: $ EXEMPT No. 42568

ROBERT J. FIELD, County Clerk.

11709

285—STATUTORY FORM A.
Warranty Deed with Full Covenants. Individual. w.oc.ej.ce
JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

LIBER 4700 PAGE 225

This Indenture,

Made the twenty-fourth *day of* November *nineteen hundred and* forty-eight,

Between HARRIET B. HANSEN, residing at 245 Grove Street, White Plains, New York,

party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

party of the second part,

Witnesseth, *that the party of the first part, in consideration of*

Twenty thousand and no/100 ($20,000.00) *Dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part,* her heirs *and assigns forever,*

All that certain lot or parcel of land, with the buildings and improvements thereon, in the City of White Plains, County of Westchester and State of New York, designated as lot #35 on a certain map entitled, "Map of Subdivision of property belonging to William H. Albro, situated at White Plains, Westchester County, N. Y. made by J. Henry Carpenter C. E. dated August 8, 1889 and filed in the Office of the Register of Westchester County November 25, 1891 as Map #1006, being bounded and described as follows:

BEGINNING at a point on the westerly side of Grove Street, distant 92.58 feet northerly from the corner formed by the intersection of the said westerly side of Grove Street with the present northerly line of New York Post Road as widened; and running thence along the said westerly side of Grove Street, North 2 degrees 11 minutes West 50 feet to the southerly line of lot #36 on said map; running thence along the southerly line of said Lot #36, South 86 degrees 42 minutes West 164.22 feet to the easterly side of Winchester Street; running thence along the said easterly side of Winchester Street, South 13 degrees 53 minutes East 50.86 feet to the northerly line of lot #34 on said map; thence along the northerly line of said lot #34, North 86 degrees 42 minutes East 155.90 feet to the westerly side of Grove Street, at the point or place of BEGINNING.



LIBER 4790 PAGE 226

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, its successors and assigns forever.

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

And the said party of the first part covenants as follows:

First.—That said Harriet B. Hansen, is seized of the said premises in fee simple, and has good right to convey the same,

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances;

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That said HARRIET B. HANSEN will forever warrant the title to said premises.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written

In presence of:

Alfred Hansen. Harriet B. Hansen. L. S.

Herman A. Schupp L. S.

State of NEW YORK
County of Westchester } ss.:

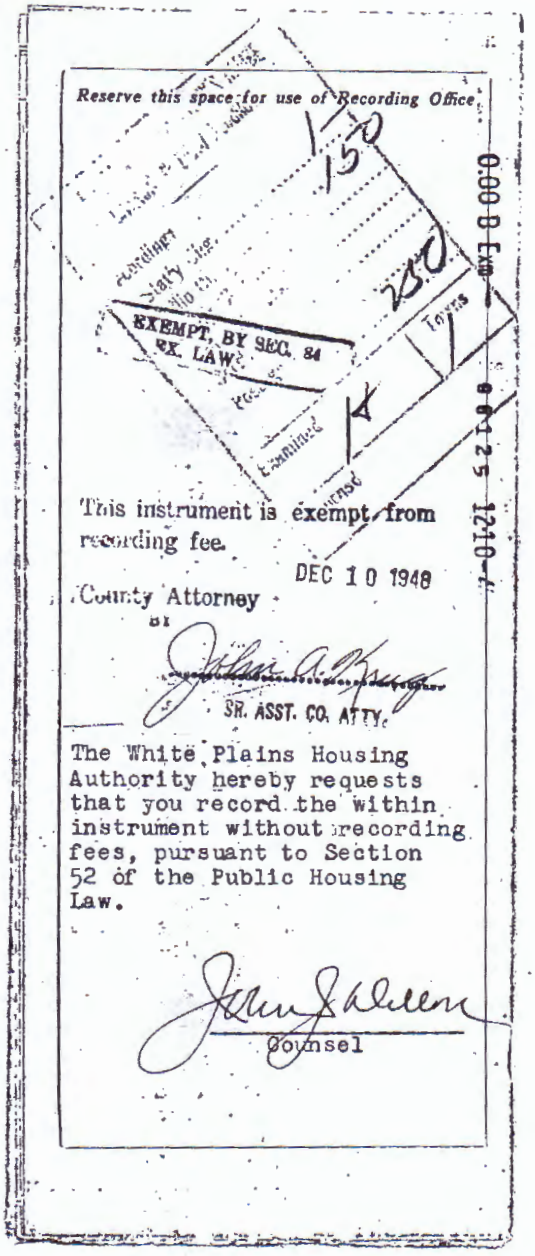
On the 24th day of November, nineteen hundred and forty-eight

before me came HARRIET B. HANSEN

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that She executed the same.

Herman A. Schupp

HERMAN A. SCHUPP,
Notary Public - State of New York
Appointed for Westchester County
Commission Expires March 30, 1949.



Reserve this space for use of Recording Office

EXEMPT BY SEC. 84 RX. LAW

This instrument is exempt from recording fee.

DEC 10 1948

County Attorney

By

SR. ASST. CO. ATTY.

The White Plains Housing Authority hereby requests that you record the within instrument without recording fees, pursuant to Section 52 of the Public Housing Law.

Counsel

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED DEC. 10, 1948, at 11:59 AM at request of CLARK & GAGLIARDI

FEE: $ EXEMPT No. 42569 ROBERT J. FIELD, County Clerk.

11708

LIBER 4702 PAGE 184

STATUTORY FORM C
3529—Bargain and Sale Deed. With Covenant against Grantor.—(Individual)
Title Guarantee and Trust Company

L46

THIS INDENTURE, made the 24th day of November one thousand nine hundred and forty-eight, between

THE BETHEL BAPTIST CHURCH OF WHITE PLAINS, NEW YORK, a Corporation organized under the laws of the State of New York, having its principal place for the transaction of business at Fisher Avenue and Winchester Street, White Plains, New York.

~~residing at~~

, party of the first part,

and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at 11 William Street, White Plains, New York.

, party of the second part:

WITNESSETH, that the party of the first part, in consideration of

One hundred ($100.00) - dollars,

lawful money of the United States, paid

by the party of the second part, does hereby grant and release unto the party of the second part,

its heirs - and assigns forever.

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

BEGINNING at a point on the southerly side of Fisher Avenue distant 74 feet westerly as measured along the said southerly line of Fisher Avenue from its intersection with the westerly line of Winchester Street; running thence in a southerly direction and parallel to Winchester Street a distance of 100 feet to the rear line of the property of the seller; running thnce westerly along said rear line and parallel to Fisher Avenue a distance of 26 feet, more or less, to the westerly line of the lands of the seller; running thence northerly along said westerly line and parallel to Winchester Street a distance of 100 feet, more or less, to the southerly line of Fisher Avenue; thence easterly along the southerly line of Fisher Avenue 26 feet, more or less, to the point or place of beginning. Being the same premises conveyed to Bethel Baptist Church, White Plains, in liber 2408 of conveyances page 342.

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, its heirs, successors - and assigns forever.

AND the party of the first part covenants as follows:

FIRST.—That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, 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 that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

IN PRESENCE OF:

THE BETHEL BAPTIST CHURCH OF WHITE PLAINS, NEW YORK

by John A. Wren L.S.

Howard W. Johnson L.S.

Anderson C. Moore L.S.

Trustees

STATE OF NEW YORK, }
COUNTY OF WESTCHESTER } ss.:

On the 10th day of November, one thousand nine hundred and forty-eight before me came JOHN A. WREN, HOWARD W. JOHNSON and ANDERSON C. MOORE

to me known to be the individual S described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Christopher Pryor Sr.

CHRISTOPHER PRYOR, Sr.
NOTARY PUBLIC IN THE STATE OF NEW YORK
APPOINTED FOR WESTCHESTER COUNTY
COMMISSION EXPIRES MARCH 30, 1950

LIBER 4702 PAGE 186

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) s.s.

On the 10th day of December, 1948, before me personally came, JOHN A. WREN, HOWARD W. JOHNSON and ANDERSON C. MOORE, to me known, and who, being by me duly sworn, did depose and say that they reside in the City of White Plains, New York; that they are the trusees of THE BETHEL BAPTIST CHURCH OF WHITE PLAINS, NEW YORK, the Corporation described in and which executed the above instrument, that the Corporation has no legal seal, and that they each signed his name by the expressed order of the Board of Trustees of said Corporation

CHRISTOPHER PRYOR, Sr.
NOTARY PUBLIC IN THE STATE OF NEW YORK
APPOINTED FOR WESTCHESTER COUNTY
COMMISSION EXPIRES MARCH 30, 1950

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

EXAMINED BY ... AT LAW

Recorded ... Examined ... Compared ... Entered ... Indexed ... Abstracted ... Proofed ... Scanned ... Verified ... Microfilmed ... Photostated ... Returned ... Mailed

This instrument is exempt from recording fee.

DEC 10 1948

County Attorney
BY

ASSL. CO. ATTY.

The White Plains Housing Authority hereby requests that you record the within instrument without recording fees, pursuant to Section 52 of the Public Housing Law

Counsel

COMPARED

LIBER

PAGE

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED DEC. 17, 1948, at 11:06 AM at request of CLARK & GAGLIARDI

FEE: $ EXEMPT No. 43331 ROBERT J. FIELD, County Clerk.

11795

689

LIBER 4702 PAGE 404

THIS DEED

Made the 25th day of October, 1948

between THE CITY OF WHITE PLAINS, a municipal corporation located in the County of Westchester and state of New York, party of the first part, and WHITE PLAINS HOUSING AUTHORITY, having its principal office at 11 William Street, in The City of White Plains, County of Westchester and State of New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

---TWO THOUSAND FOUR HUNDRED THIRTY and 00/100 ($2,430.00)---dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

PARCEL I

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

BEGINNING at a point on the southerly side of Fisher Avenue, at the northeasterly corner of land of one Fastiggi; thence running South 0 degrees 13' 18" West 135 feet; thence running South 89 degrees 9' 72" East 25 feet; thence North 13 degrees 18' East 135 feet to the southerly side of Fisher Avenue aforesaid; thence North 89 degrees 49' 12" West 25 feet on and along the said southerly side of Fisher Avenue to the point or place of beginning.

Said premises being also shown on the tax assessment map of The City of White Plains as Ward 3, Block 19, Lot 10.

PARCEL II

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

BEGINNING at a point on the southerly side of Fisher Avenue, distant 52 feet westerly from land now or formerly of the Bethel Baptist Church; running thence southerly on a line always 52 feet distant westerly from said land now or formerly of the Bethel Baptist Church property to land now or formerly of one Easily Hunt; running thence westerly along the northerly line of land now or formerly of said Hunt to land now or formerly of one Frederick A. Bogart; running thence northerly along the easterly line of land formerly of said Bogart to the southerly side of Fisher Avenue aforesaid; running thence along the said southerly side of Fisher Avenue to the point and place of beginning.

Being a lot of land about 26 feet in front and rear and 100 feet deep.

Said premises being also shown as portions of Lots Nos. 15 and 16 as shown on a certain map entitled "Map of the Fisher Estate, White Plains, N.Y." made by Chas. M. Harris, C.E. and filed in the office of the Clerk of the County of Westchester, Division of Land Records, (formerly the Register's Office) on July 19, 1881 as Map No. 689.

Said premises being also known as Lot No. 11, Block 19, Ward 3 on the Tax Map of the City of White Plains.

EXCEPTING therefrom, however, any and all right, title and interest of the party of the first part of, in and to any land lying in the bed of any street, road or avenue, opened or proposed, or private, in front of or adjoining said premises.

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,

its successors and assigns forever,

Subject, however, to the following:

1. Any state of facts, including changes in street lines or grades, which an accurate survey would show.
2. Zoning restrictions and ordinances adopted by the common council of The City of White Plains.
3. Any and all easements, rights of way, covenants and restrictions of record, if any, affecting the said premises.
4. Any and all rights and easements of the Westchester Lighting Company.
5. Any and all easements of the New York Telephone Company.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of

THE CITY OF WHITE PLAINS

By Gustav E. Olson
Commissioner of Finance

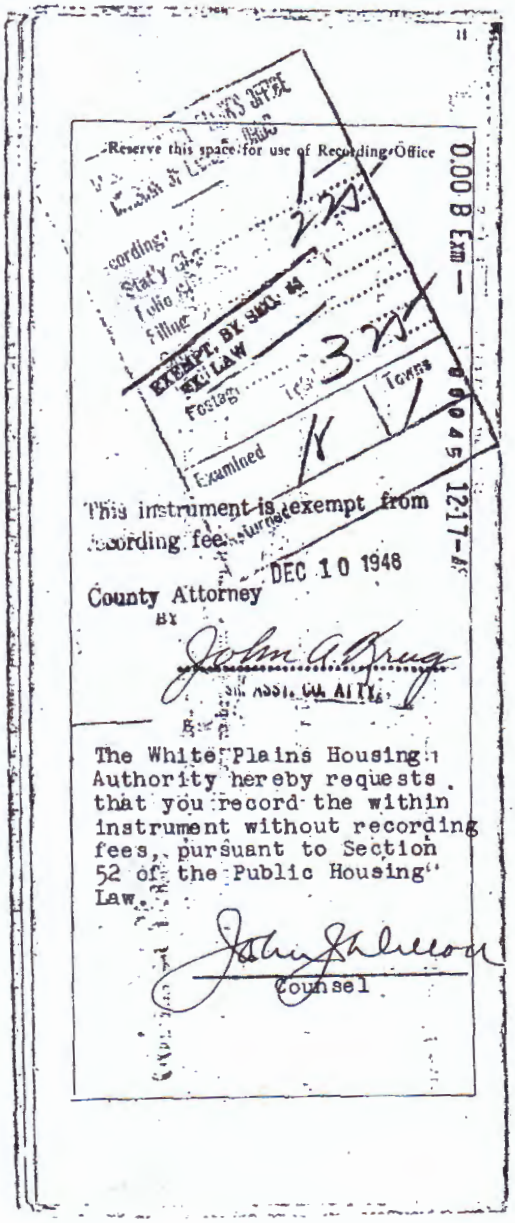
STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On this 25th day of October, in the year one thousand nine hundred and forty-eight, before me personally came GUSTAV E. OLSON to me known, who, being by me duly sworn, did depose and say that he resides at No. 4 Chestnut Hill Avenue in the city of White Plains, county of Westchester and state of New York; that he is the commissioner of finance of THE CITY OF WHITE PLAINS, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the common council of said corporation; and that he signed his name thereto by like order.

John H. Shetron

JOHN H. SHETRON
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949

LIBER 4702 PAGE 406



Reserve this space for use of Recording Office

Recording
Stat'y Chg.
Folio Chg.
Filing
EXEMPT, BY SEC. 52 PUB. HSG. LAW
Postage
Examined
Towns

This instrument is exempt from recording fee. Returned

DEC 10 1948

County Attorney

By

Asst. Co. Atty.

The White Plains Housing Authority hereby requests that you record the within instrument without recording fees, pursuant to Section 52 of the Public Housing Law.

Counsel

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED DEC. 17, 1948, at 11:06 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 43329 ROBERT J. FIELD, County Clerk.

11799

THIS DEED

Made the 25th day of October, 1948

between THE CITY OF WHITE PLAINS, a municipal corporation located in the County of Westchester and state of New York, party of the first part, and WHITE PLAINS HOUSING AUTHORITY, having its principal office at 11 William Street, in The City of White Plains, County of Westchester and State of New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

-- SEVEN THOUSAND FIVE HUNDRED THIRTY and 00/100 ($7,530.00) -- dollars,

lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

PARCEL I

ALL that certain lot, piece or parcel of land situate, lying and being in The City of White Plains, county of Westchester and state of New York, more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Winchester Street, said point being 239.98 feet distant from the southerly side of Fisher Avenue; running thence from said point of beginning in a westerly direction and parallel to Fisher Avenue, a distance of 124 feet; running thence at right angles from the said Fisher Avenue and in a southerly direction, a distance of 60 feet; running thence in an easterly direction, a distance of 130 feet to the westerly side of Winchester Street; running thence in a northerly direction along the westerly side of Winchester Street, a distance of 64 feet to the point or place of beginning.

PARCEL II

ALL that certain lot, piece or parcel of land situate, lying and being in The City of White Plains, County of Westchester and State of New York, being on the westerly side of Winchester Street and more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of lot number 11 as designated on a certain map entitled, "Map of Fisher Estates, White Plains, N. Y.", surveyed by Charles M. Harris, and filed in the office of the Register of Westchester County, now county clerk's office, land records division; thence from said point of beginning, running easterly on the same line as the northerly boundary of said lot 11 on said map, 108.57 feet to the westerly side of Winchester Street; thence running southerly along the westerly side of Winchester Street 32.5 feet to other land of the said Caroline Smith; thence running westerly by and along said other land of Caroline Smith 120 feet to the easterly side of said lot 11 on said map; thence running northerly by and along the easterly side of lot 11 on said map, 30 feet to the point or place of beginning.

PARCEL III

ALL that certain lot, piece or parcel of land situate, lying and being in The City of White Plains, county of Westchester and state of New York, being on the westerly side of Winchester Street in said city and beginning at a point on the easterly line of lot 11 on a certain map entitled, "Map of Fisher Estates, White Plains, N. Y.", surveyed by Charles M. Harris and filed in the office of the Register of Westchester County, now county clerk's office, land records division, which said point is about 30 feet southerly from the northeasterly corner of said lot 11; running thence easterly along premises of Sarah E. Smith, 121

feet more or less, to the westerly side of Winchester Street; thence southerly along the westerly side of Winchester Street 30.6 feet; thence westerly 128 feet, more or less, and thence northerly along the easterly line of lots 10 and 11 on said map, 30 feet to the point or place of beginning.

Said parcels being shown and designated as serial numbers 259, 260 and 261 respectively, in deed dated December 11, 1946 from Gustav E. Olson, as commissioner of finance of The City of White Plains; to The City of White Plains and recorded in the office of the clerk of the county of Westchester, land records division, on December 11, 1946 in liber 4472 of deeds, page 373; and also respectively shown and designated on the assessment map of The City of White Plains as ward 3, block 19, lots 17, 18 and 18A.

EXCEPTING therefrom, however, any and all right, title and interest of the party of the first part of, in and to any land lying in the bed of any street, road or avenue, opened or proposed, or private, in front of or adjoining said premises.

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, its successors and assigns forever.

[illegible] BLOCK [illegible].

Subject, however, to the following:

1. Any state of facts, including changes in street lines or grades, which an accurate survey would show.
2. Zoning restrictions and ordinances adopted by the common council of The City of White Plains.
3. Any and all easements, rights of way, covenants and restrictions of record, if any, affecting the said premises.
4. Any and all rights and easements of the Westchester Lighting Company.
5. Any and all easements of the New York Telephone Company.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of

THE CITY OF WHITE PLAINS N.Y.

THE CITY OF WHITE PLAINS

By Gustav E. Olson
Commissioner of Finance

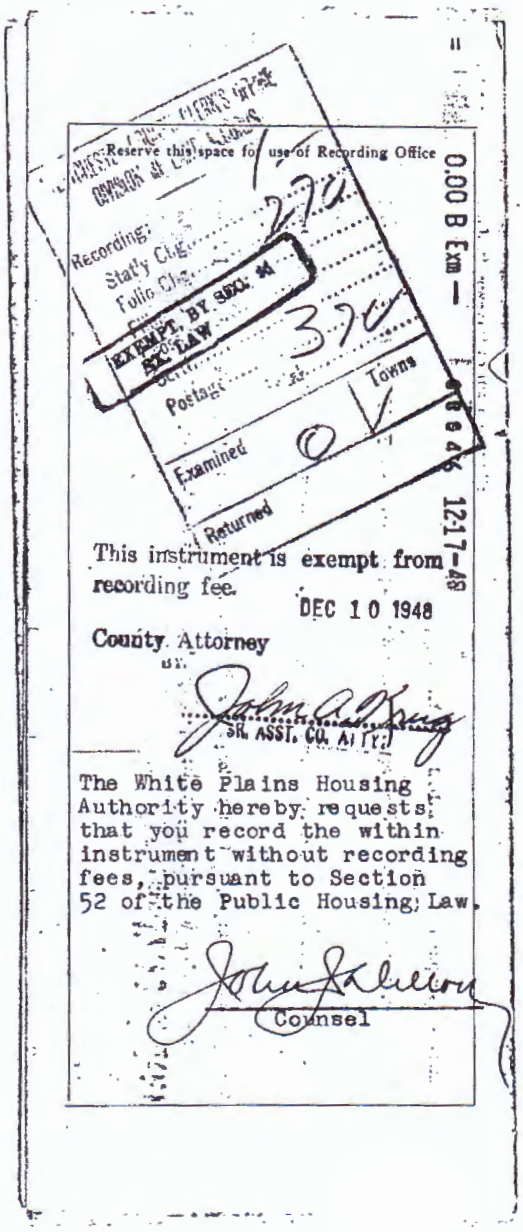
STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On this 25th day of October, in the year one thousand nine hundred and forty-eight, before me personally came GUSTAV E. OLSON to me known, who, being by me duly sworn, did depose and say that he resides at No. 4 Chestnut Hill Avenue in the city of White Plains, county of Westchester and state of New York; that he is the commissioner of finance of THE CITY OF WHITE PLAINS, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the common council of said corporation; and that he signed his name thereto by like order.

John H. Shetron

JOHN H. SHETRON
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1949

LIBER 4702 PAGE 410



Reserve this space for use of Recording Office

Recording 2.00
Stat'y Cks
Folio Cks
EXEMPT, BY SEC. 52 PUB. HSG. LAW
Postage 3.00
Towns
Examined
Returned

0.00 B Exm — 12:17-48

This instrument is exempt from recording fee.

DEC 10 1948

County Attorney

SR. ASST. CO. ATT'Y.

The White Plains Housing Authority hereby requests that you record the within instrument without recording fees, pursuant to Section 52 of the Public Housing Law.

Counsel

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED DEC. 17, 1948, at 11:06 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 43330 ROBERT J. FIELD, County Clerk.

11795

265—STATUTORY FORM A.
Warranty Deed with Full Covenants, Individual.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

LIBER 4718 PAGE 266

Revenue Stamps Attached

This Indenture,

Made the third day of January nineteen hundred and forty-nine

Between LOUIS BASELICE, residing at 214 Tecumseh Avenue in the City of Mount Vernon, County of Westchester and State of New York

part y of the first part,

and

WHITE PLAINS HOUSING AUTHORITY, a public corporation having its principal place of business at 11 William Street, White Plains, New York

part y of the second part,

Witnesseth, that the party of the first part, in consideration of Seventeen Thous-

and One Hundred and Fifty ($17,150.00) Dollars, lawful money of the United States,

paid by the part y of the second part, do es hereby grant and release unto the part y of the second part,

and assigns forever,

All that certain lot, piece or parcel of land, together with the buildings and improvements thereon erected, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated on a certain map entitled "Map of Fisher Estate, at White Plains, N.Y.", by the number Sixty-two (62) which said lot is bounded and described as follows:

Northerly by lot number Sixty-three (63), one hundred and fifty-one (151) feet; easterly by Brookfield Street, fifty (50) feet, southerly by lot number Sixty-one (61), one hundred and fifty-one (151) feet and westerly by lot number Seventy-Five (75), fifty (50) feet, be the said dimensions more or less.

Being the same premises conveyed to the party of the first part by 3860 Park Avenue, Inc. by deed dated the 31st day of October, 1947 recorded in the Office of the Clerk of the County of Westchester (Division of Land Records) on November 7, 1947 in Liber 4577, page 424 of deeds.

~~SUBJECT to present existing encumbrances.~~

SUBJECT to any state of facts which an accurate survey may show.

Said premises being designated as Lot 26 in Block 20 on the Tax Map of the City of White Plains, New York.



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, his heirs, executors and assigns forever.

And the said party of the first part covenants as follows:

First.—That the party of the first part seized of the said premises in fee simple, and has good right to convey the same,

Second.—That the party of the second part shall quietly enjoy the said premises;

Third.—That the said premises are free from incumbrances; ~~except as aforesaid~~ L.B.

Fourth.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth.—That the party of the first part will forever warrant the title to said premises.

Sixth.—That the grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written

In presence of:

Andrew R. Maffei — Louis Baselice L. S.

State of NEW YORK
County of WESTCHESTER } ss.:

On the third day of January nineteen hundred and forty-nine before me came LOUIS BASELICE

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

Andrew R. Maffei

ANDREW R. MAFFEI
Attorney and Counsellor at Law
20 So. B'way, Yonkers N. Y.
Commission Expires March 30, 1950

LIBER 4718 PAGE 268

The White Plains Housing Authority hereby requests that you record the within deed without payment of recording fees pursuant to section 52 of the Public Housing Law.

John F. Dillon
Counsel

This instrument is exempt from recording fee.

FEB 17 1949

County Attorney

BY

SR. ASSY. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Feb. 17, 1949 at 2:10 P. M. at request of CLARK & GAGLIARDI

FEE: $ EXEMPT No. 5039 ROBERT J. FIELD, County Clerk.

11795

Winchester St

STATUTORY FORM DD.
3533—Quitclaim Deed—Corporation—BJJ

LIBER 4725 PAGE 123

THIS INDENTURE,

made the fifteenth day of March, one thousand nine hundred and forty-nine, between THE CITY OF WHITE PLAINS, a municipal corporation located in the county of Westchester and state of New York,

party of the first part, and WHITE PLAINS HOUSING AUTHORITY, a public corporation which is a corporate governmental agency organized pursuant to the laws of the State of New York, to accomplish the purposes specifed in Article XVIII of the Constitution of the State of New York, having its office and principal place of business at No. 11 William Street in The City of White Plains, county of Westchester and state of New York,

party of the second part;

WITNESSETH, that the party of the first part, in consideration of - - - - - - - - - - - - ONE and 00/100 - dollars lawful money of the United States, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, its successors and assigns forever;

ALL that certain plot, piece or parcel of land situate, lying and being in The City of White Plains, county of Westchester and state of New York, being a portion of the highway in the said city known as Winchester Street, being bounded and described as follows:

BEGINNING at a point on the easterly side of Winchester Street, said point being south seven degrees, twenty minutes east and six and two one-hundredths feet distant from a point formed by the intersection of the southerly side of Fisher Avenue with the easterly side of Winchester Street; running thence southerly along the said easterly side of Winchester Street south seven degrees, twenty minutes east two hundred thirty-two and four one-hundredths feet, and thence south twenty-three degrees, three minutes east one hundred nine and sixty-nine one-hundredths feet; thence westerly and across Winchester Street south seventy-seven degrees, thirty-two minutes west fifty and eighty-seven one-hundredths feet to the westerly side of Winchester Street; thence northerly along the westerly side of Winchester Street north twenty-three degrees, three minutes west one hundred seven and twenty-five one-hundredths feet, and thence north seven degrees, twenty minutes west two hundred thirty-five and one one-hundredths feet to a point formed by the intersection of the westerly side of Winchester Street with the southerly side of Fisher Avenue; thence easterly and across Winchester Street north seventy-eight degrees, ten minutes east fifty and fifteen one-hundredths feet to the point or place of beginning.

Reserving the right to the party of the first part to for-

ever maintain, repair, enlarge, relocate or reconstruct the sanitary sewers, storm water drains, manholes, water mains, gates and hydrants in, under and through the parcel hereby conveyed; upon the express condition, however, that nothing herein contained shall be in any wise construed to vest in the party of the first part the right or privilege of fencing the said strip of land or building thereon any building or structure other than those that may be necessary for temporary use in constructing, reconstructing, repairing or keeping in repair the sanitary sewer, storm water sewer or water distribution systems of the party of the first part and upon the further condition that the party of the first part, after the completion of the construction, reconstruction, repair or keeping in repair the said sanitary sewer, storm water sewer or water distribution systems through said tract of land shall and will restore the surface of the ground as nearly as possible to its former condition.

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, its successors and assigns forever

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

THE CITY OF WHITE PLAINS

By: Silas S. Clark
Mayor

SEAL — CLIFFORD FIORELLO 1883 THE CITY OF WHITE PLAINS LIBERTY OR DEATH 1915

ATTEST: [illegible]
City Clerk

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

On the 15th day of March, one thousand nine hundred and forty-nine, before me came SILAS S. CLARK, to me known, who, being by me duly sworn, did depose and say that he resides at 159 Soundview Avenue, White Plains, New York; that he is the mayor of THE CITY OF WHITE PLAINS, the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the common council of said corporation, and that he signed h is name thereto by like order.

Jessica F. Friese

JESSICA F. FRIESE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

RESERVE THIS SPACE
FOR USE OF RECORDING OFFICE

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF RECORDS

Recording:
Stat'y Chg. 1-
Folio Chg. 1.80
Filing Chg. .....
Cross .....
EXEMPT BY SEC. 52 PUB. LAW .....
..... 2.80

Examined Taxes
N /

Returned

— EXEMPT — 0.00 — 3-16-49

The White Plains Housing Authority hereby requests that you record the within instrument without payment of recording fees pursuant to section 52 of the Public Housing Law.

John J. Dillon
Counsel

COMPARED
LIBER
PAGE

This instrument is exempt from recording fee.

MAR 16 1949

County Attorney
BY
John A. Bucy
SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED March 16, 1949 at 2:59 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 7829

ROBERT J. FIELD, County Clerk.

11798

STATUTORY FORM A—751
WARRANTY DEED—FULL COVENANTS—Individual

E F A

LIBER 4739 PAGE 117

H. E. BREWER & CO., INC., PUBLISHERS, NEW YORK
21 BEAVER STREET 22 EAST 41ST STREET

Revenue Stamps Attached $13.25

This Indenture, made the 9th

day of May, nineteen hundred and forty-nine

Between NELLIE L. HUMMER, residing at 125 South Lexington Avenue, City of White Plains, County of Westchester and State of New York,

, part y of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law and having its principal place of business at 11 William Street, City of White Plains, County of Westchester and State of New York,

, part y of the second part,

Witnesseth, that the party of the first part, in consideration of ONE ($1.)

dollars,

lawful money of the United States, and other good and valuable consideration

paid by part y of the second part,

do es hereby grant and release unto the part y of the second part, its successors

and assigns forever All that certain lot, piece or parcel of land situate, lying and being in the City of White Plains, County of Westchester and State of New York and known and designated on a certain map entitled, "Map of Fisher Estate, White Plains, New York, surveyed by Charles M. Harris and filed in the Register's Office of the County of Westchester numbered 689 as Lot #81 and is bounded and described as follows:

BEGINNING at a point on the easterly side of Lexington Avenue distant 51 feet from the point at which the said easterly side of Lexington Avenue is intersected by the southerly side of Fisher Avenue as said streets are shown on said map; thence North 89 degrees East 150 feet; thence South 1 degree East 50 feet; thence South 89 degrees West 150 feet to another point in said easterly side of Lexington Avenue; thence along said easterly side of Lexington Avenue North 1 degree West 50 feet to the point or place of beginning.

BEING THE SAME PREMISES conveyed to the party of the first part by deed dated March 20, 1919, and recorded March 26, 1919, in liber 2190 of conveyances, page 64.



LIBER 4739 PAGE 118

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, its successors and assigns forever.

And the party of the first part, in compliance with Section 13 of the Lien Law, covenants that he 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 that he 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.

And said party of the first part ———

covenant s as follows:

First. That said party of the first part is ——— seized of said premises in fee simple, and has ——— good right to convey the same;

Second. That the party of the second part shall quietly enjoy the said premises;

Third. That the said premises are free from incumbrances;

Fourth. That the party ——— of the first part will execute or procure any further necessary assurance of the title to said premises;

Fifth. That said party of the first part ——— will forever warrant the title to said premises.

In Witness Whereof, the party ——— of the first part has ——— hereunto set her ——— hand and seal the day and year first above written.

In Presence of:

Nellie L. Hummer (L.S.)

(L.S.)

State of NEW YORK
County of WESTCHESTER } ss.:

On the 9th day of May ———, nineteen hundred and forty-nine

before me came NELLIE L. HUMMER ———

———, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that she executed the same.

Dorothy Schrecke

DOROTHY SCHRECKE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

Reserve This Space For Use of Recording Office

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording:
Stat'y Chg. 1—
Follo Chg. 1.50
Filing Chg.
Cross R.
Certi
Pe
EXEMPT BY SEC. 52 P.H. LAW
Total 1.50

Examined X | Towns 1

Returned

0.00 R Exm — 1.0026 5-10-49

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

Counsel

MAY 10 1949

This instrument is exempt from recording fee.

County Attorney

BY

SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED May 10, 1949 at 10:36 AM at request of CLARK & GAGLIARDI

FEE: $ EXEMPT No. 13668 ROBERT J. FIELD, County Clerk.

23019

STATUTORY FORM E
3539—Executor's Deed
Title Guarantee and Trust Company

LIBER 1739 PAGE 141 A 45

THIS INDENTURE,

made the 17th day of March nineteen hundred and forty nine, between

CATHERINE MARCOTTE, residing at 20 Herbert Avenue, White Plains, N.Y.,

Revenue Stamps Attached $9.90

as executrix of the last will and testament of PHEOBE J. BRADY, late of 275 Brookfield Street, White Plains, Westchester County, New York, deceased, party of the first part, and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, N.Y.,

, party of the second part:

WITNESSETH, that the party of the first part, by virtue of the power and authority to her given in and by said last will and testament, and in consideration of

NINE THOUSAND ($9,000.00) - dollars.

lawful money of the United States, paid by the party of the second part, do es hereby grant and release unto the party of the second part and assigns forever,

ALL that certain lot, piece or parcel of land, situate, lying and being in the Town of White Plains, County of Westchester and State of New York which on a certain map entitled, "Map of the Fisher Estate, White Plains, N.Y." surveyed by Charles M. Harris, is known and designated as lot #7 and bounded and described as follows: on the front or westerly side by Brookfield Street; on the northerly side by lot #8; on the easterly side by lot#3; and on the southerly side of Lot #4A and 4B on said map, which was filed in the Westchester County Register's Office as Map #689 on the 19th day of July 1881.

TOGETHER with all the right, title and interest which Phebe J. Brady acquired under and by virtue of a certain boundary line agreement made by and between John M. Connelly, as trustee etc; Phebe J. Brady, and Edna Y. Hoag, dated February 11, 1942 and recorded March 14, 1942 in liber 3986 cp 450, and excepting from said lot #7 as hereinabove described so much of the said lot which may have been acquired by John M. Connelly, etc. under and by virtue of said boundary line agreement.

The said premises being also designated as Ward 3, Block 19, lot 2 on the Tax Assessment Map of the City of White Plains, N.Y.

The premises are sold subject to:

(1) Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

(2) Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

(3) Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

together with the appurtenances, and also all the estate which the said testatrix had at the time of her decease in said premises, and also the estate therein, which the party of the first part has or had power to convey or dispose of, whether individually, or by virtue of said will or otherwise.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, and assigns forever.

AND the party of the first part covenant as follows:

FIRST.—That the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, 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 that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

IN PRESENCE OF:

Catherine Marcotte L.S.
as Executrix of the Last Will and
Testament of Phoebe J. Brady



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

On the 17th day of March, one thousand nine hundred and forty nine before me came CATHERINE MARCOTTE

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Joseph A. Lichtenthal

JOSEPH A. LICHTENTHAL
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

RESERVE THIS SPACE
FOR USE OF RECORDING OFFICE

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording:
Stat'y Chg. —
Folio Chg. .65
Filing
Certificate
Postage
Tax 2.65

EXEMPT BY SEC. 52 PUB. HSG. LAW

Examined | Towns
Returned

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Gleeson
Counsel

COMPARED
LIBER
PAGE

MAY 10 1949

This instrument is exempt from recording fee.

County Attorney
BY
John A. Bruno
SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED May 10, 1949 at 10:36 AM at request of CLARK & GAGLIARDI

FEE: $ EXEMPT No. 13667

ROBERT J. FIELD, County Clerk.

23019

Form 215 11-47-10M—Bargain and Sale Deed, with Covenant Against Grantor's Acts—Individual or Corporation.

LIBER 4760 PAGE 155

THIS INDENTURE, made the 8th day of July

nineteen hundred and Forty Nine **BETWEEN** FRANGO'S INC.

having its principal office at 220 South Lexington Avenue, in the City of White Plains, County of Westchester and State of New York

party of the first part,

and WHITEPLAINS HOUSING AUTHORITY, a public corporation having its principal place of business at 11 Williams Street, City of White Plains, County of Westchester and State of New York

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Thousand Four Hundred ($10,400) Dollars, lawful money of the United States, to it paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of White Plains, County of Westchester and State of New York and known and designated as Lot #72 on a certain map entitled "Map of the Fisher Estate, White Plains, N. Y.", and which said lot is bounded and described as follows:

BEGINNING at a point on the easterly said of Lexington Avenue, distant 335 feet northerly from the corner formed by the intersection of the easterly side of Lexington Avenue with the northerly side of New York Post Road and the northwesterly corner of Lot #71; thence running easterly along the northerly side of Lot #71 about 150 feet more or less to Lot #59; thence northerly along the westerly side of Lot #59, 50 feet to Lot #73; thence westerly along the southerly side of Lot #73, 160 feet more or less to the easterly side of Lexington Avenue; and thence southerly along the easterly side of Lexington Avenue, 50 feet to the point or place of BEGINNING.

The above described premises being also known as Ward #3, Block #20 and Lot #8, on the tax assessment map of the City of White Plains.

SUBJECT to existing tenancies.

SUBJECT to restrictions of the City of White Plains and amendments thereto now in force.

SUBJECT to any state of facts that an accurate survey may show.



LIBER 4760 PAGE 156

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, its successors and assigns forever,

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND the said party of the first part covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of:

Hyman Hecht

FRANGO'S, INC.

BY: William Frango
Pres.

This instrument is exempt from recording fee.

County Attorney

JUL 11 1949

LIBER 4760 PAGE 157

STATE OF NEW YORK,
COUNTY OF WESTCHESTER } ss.:

On this 8th day of July, in the year one thousand nine hundred and forty-nine before me personally came William Frango to me known, who, being by me duly sworn, did depose and say that he resides at No. 220 South Lexington Ave., White Plains, N.Y.; that he is the President of Frango's Inc. the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

Hyman Hecker
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

The White Plains Housing Authority hereby requests that you record the within deed without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS
Recording:
Stat'y Chg.
Folio Chg.
Filing
Cross
Total
Examined
Returned
Towns

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JULY 11, 1949, at 2:50 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 21759

ROBERT J. FIELD, County Clerk.

23019

316 L. T. 6-45-20M—Warranty Deed With Full Covenants—Individual or Corporation.

LIBER 4762 PAGE 294

THIS INDENTURE, made the 15th day of July, nineteen hundred and forty-nine, **BETWEEN** HARRY P. LEFURGY, residing at No. 15 Farragut Avenue, Hastings-on-Hudson, New York,

party of the first part, and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of FIVE THOUSAND SEVEN HUNDRED ($5700) Dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that lot or parcel of land, with the buildings and improvements thereon, in the CITY of WHITE PLAINS, in the County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the southerly line of Fisher Avenue, distant 30.25 feet westerly from the point formed by the intersection of the southerly line of Fisher Avenue with the westerly line of Brookfield Street; running thence South 0 degrees 42 minutes west 76.34 feet to the northerly line of lot #68 as laid down on a certain map entitled "Map of Fisher Estate, White Plains, N. Y."; thence along the northerly line of said lot #68, north 89 degrees 18 minutes west 29.88 feet; thence north 0 degrees 42 minutes east 73.70 feet to the northerly line of Fisher Avenue; thence north 85 degrees 39 minutes east 30 feet to the point or place of beginning.

SUBJECT to building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

TOGETHER with all right, title and interest of the party of the first part of, in and to any land lying in the bed of any street, road or avenue in front of or adjoining said premises, to the center line 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, its successors and assigns forever,

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND said party of the first part covenant s as follows:

FIRST.—That said party of the first part is seized of the said premises in fee simple, and ha s good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That said party of the first part will forever warrant the title to the said premises.

IN WITNESS WHEREOF, the party of the first part ha s duly executed this deed.

In presence of:

Adolph Kappus Jr

Harry P. Lefurgy (SEAL)

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On this 15th day of July, in the year one thousand nine hundred and forty-nine, before me personally came

HARRY P. LEFURGY

to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the same.

Adolph Kappus Jr

ADOLPH KAPPUS, Jr.
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

This instrument is exempt from recording fee.

County Attorney
BY

JUL 18 1949

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED.
RECORDED July 18, 1949 at 2:37 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 22660 ROBERT J. FIELD, County Clerk.

215 L. T. 6-45-20M—Warranty Deed With Full Covenants—Individual or Corporation.



THIS INDENTURE, made the 23rd day of September, nineteen hundred and forty-nine, **BETWEEN**

JOHN A. GEE and WILLANNA GEE, his wife, both residing at #12 South High Street, Tuckahoe, New York,

party of the first part,

and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 11 William Street, White Plains, New York,

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Hundred ($100.00) . . . . . Dollars, lawful money of the United States, and other good and valuable considerations, in hand paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that lot or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated as lot Number 71, on a map entitled "Map of the Fisher Estate, White Plains, New York", made by Charles M. Harris, C. E., and filed in Westchester County Clerk's Office, Division of Land Records, July 19th, 1881, as Map #689 which said lot is more particularly bounded and described as follows:-

BEGINNING at a point on the easterly side of Lexington Avenue two hundred and eighty-five feet northerly from the northeasterly corner of the New York Post Road and Lexington Avenue; thence running easterly along the northerly line of lot number seventy on said map 150 feet to the westerly line of lot number fifty-eight on said map; thence northerly along the westerly side of lot number fifty-eight on said map fifty feet to the southerly line of lot number seventy-two on said map; thence westerly along the southerly line of lot number seventy-two on said map 150 feet to the easterly side of Lexington Avenue; thence southerly along the easterly side of Lexington Avenue fifty feet to the point or place of beginning.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any land lying in the bed of the street in front of and adjoining said premises to the center line thereof.

SUBJECT to any state of facts which an accurate survey may show, provided same do not render title unmarketable.

SUBJECT to the Zoning Ordinances and Building Regulations of the City of White Plains and any amendments thereto now in force and effect.

LIBER 4783 PAGE 430

SUBJECT to a permission given to the New York Telephone Company to pass a cable over the rear of said lot.

SUBJECT to any existing tenancies.

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, its successors and assigns forever,

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

AND said Party of the First Part covenanS as follows:

FIRST.—That said Party of the First Part is seized of the said premises in fee simple, and has good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances;

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That said

will forever warrant the title to the said premises.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed.

In presence of:

Alexander J. Brown

John A. Gee L.S.

Willanna Gee L.S.

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On this 23rd day of September, in the year one thousand nine hundred and forty-nine, before me personally came John A. Gee and Willanna Gee

to me known to be the individuals described in and who executed the foregoing instrument, and duly acknowledged that they executed the same.

Alexander J. Brown

ALEXANDER J. BROWN
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

This instrument is exempt from recording fee.

County Attorney

By

SEP 27 1949

USER 4783 PAGE 431

0:05 B — CPa 0 0 1 3 9 9-27-49

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Recording:
Stat'y Chg.
Folio
Certif.
Postage
Trial

Towns

Examined:

Returned

The White Plains Housing Authority hereby requests that the within instrument be recorded without the payment of recording fees pursuant to the provisions of Section 52 of the Public Housing Law.

Counsel

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED SEPT. 27, 1949, at 2:14 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 31389 ROBERT J. FIELD, County Clerk.

23019

STATUTORY FORM A—(CHAPTER 681, LAWS 1917)—No. 220
DEED WITH FULL COVENANTS—INDIVIDUAL

LIBER 4785 PAGE 245

THE CHISHOLM PRINTING COMPANY, 409 PEARL ST., N. Y. 9367T

Revenue Stamps Attached $ 10.65

This Indenture,

Made the Thirtieth *day of* September *, nineteen hundred and* forty-nine

Between

HAROLD GORDON, residing at No. 17 Downs Street, Kingston, New York,

party of the first part, and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 245 Grove Street, White Plains, New York,

party of the second part:

Witnesseth, *that the party of the first part, in consideration of* Nine Thousand Six Hundred and Fifty ($9,650.00) *Dollars, lawful money of the United States,* and other good and valuable consideration *paid by the party of the second part, do es hereby grant and release unto the party of the second part,* its successors *and assigns forever,*

All that certain lot, piece or parcel of land, situate, lying and being in the City of White Plains, County of Westchester, and State of New York, being southerly 30 feet of Lot No. 59 on "Map of the Fisher Estate at White Plains, N. Y.", filed in the Westchester County Register's Office on July 19, 1881 as Map No. 689 bounded and described as follows:

Easterly by Brookfield Street 30 feet; southerly by the northerly side of Lot No. 58 151 feet; westerly in rear by Lot No. 72 30 feet; northerly by southerly side of northerly 20 feet of Lot No. 59 151 feet; being a lot 30 feet in front and 151 feet deep.

BEING and intended to be the same premises conveyed to Harold Gordon, the party of the first part by Nodor Realty Corporation, by deed dated December 6, 1939, and recorded January 11, 1940, in the office of the Clerk of the County of Westchester, Division of Land Records, in Liber 3804, Cp. 399.

SUBJECT to the following:

1. Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

2. Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

Together *with the appurtenances and all the estate and rights of the* party *of the first part in and to the said premises.*

To have and to hold *the premises herein granted unto the party of the second part,* its successors *and assigns forever.*

And *said* party of the first part *covenant*s *as follows:*

First. *That said* party of the first part is *seized of the said premises in fee simple, and has good right to convey the same;*

Second. *That the party of the second part shall quietly enjoy the said premises;*

Third. *That the said premises are free from incumbrances;* except as aforesaid.

Fourth. *That the party of the first part will execute or procure any further necessary assurance of the title to said premises;.*

Fifth. *That said* party of the first part *will forever* **warrant** *the title to said premises.*

Sixth. *The grantor , in compliance with Section 13 of the Lien Law, covenant as follows: That* he and will hold the right to receive such consideration *will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that* he *will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.*

In Witness Whereof, *the party of the first part has hereunto set* his *hand and seal the day and year first above written*

In the Presence of

Mildred T. DeVac

Harold Gordon L.S.



LIBER 4785 PAGE 247

State of New York } ss.:
County of Westchester

On the Thirtieth day of September ; nineteen hundred and forty-nine before me personally came

HAROLD GORDON , to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he executed the same.

Mildred T. DeVoe

MILDRED T. DeVOE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

This instrument is exempt from recording fee.

County Attorney
BY

SEP 30 1949

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED SEPT. 30, 1949, at 3 PM at request of CLARK & GAGLIARDI

FEE: $. EXEMPT No. 32036 ROBERT J. FIELD, County Clerk.

23019

LIBER 4785 PAGE 294

F. 223 20M 6-46
Full Covenants-Warranty-Individual.

Revenue Stamps Attached $3.60

This Indenture, made the 30th day of September, nineteen hundred and forty-nine between

ALBERTA MARKUMAS,

residing at #36 Oakwood Avenue, in the City of White Plains, County of Westchester and State of New York, party of the first part, and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 245 Grove Street, White Plains, New York,

party of the second part,

Witnesseth, that the party of the first part, in consideration of One Dollar, lawful money of the United States, and other valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that certain lot, piece or parcel of land in the City (formerly Village) of White Plains, in the County of Westchester and State of New York, known and designated on a map entitled "Map of the Fisher Estate, White Plains, New York" by the number sixty-five, bounded and described as follows:

BEGINNING at a point on the westerly side of Brookfield Street two hundred and twenty-nine feet southerly from the southwesterly corner of Brookfield Street and Fisher Avenue; thence running westerly along the southerly side of lot number sixty-six on said map to the easterly side of lot number seventy-eight on said map; thence southerly along the easterly side of lot number seventy-eight on said map fifty feet to the northerly side of lot number sixty-four on said map; thence easterly along the northerly side of lot number sixty-four on said map to the westerly side of Brookfield Street; thence northerly along the westerly side of Brookfield Street fifty feet to the point or place of beginning.

BEING the same premises conveyed to the party of the first part by ANTHONY KROJAL by deed dated November 12th, 1946 and recorded in the office of the County Clerk of Westchester County (Division of Land Records) on November 13th, 1946 at Liber 4461, Page 467.

TOGETHER WITH all the right, title and interest of the party of the first part of, in and to the land lying in the bed of said Brookfield Street in front of or adjacent to said premises to the center line thereof.

SUBJECT to the zoning ordinance of the City of White Plains.

Together with all right, title and interest of the part y of the first part in and to the land lying in the streets and roads in front of and adjoining said premises,

Together with the appurtenances, and all the estate and rights of the part y 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, its successors and assigns forever.

The part y of the first part covenant s that she 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 that she 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.

LIBER 4785 PAGE 296

And the said

party of the first part covenants as follows:

FIRST—That

the party of the first part is seized of said premises in fee simple, and has good right to convey the same;

SECOND—That the party of the second part shall quietly enjoy the said premises;

THIRD—That the said premises are free from encumbrances, except as aforesaid;

FOURTH—That

the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH—That

the party of the first part will forever warrant the title to said premises.

In Witness Whereof the party of the first part has hereunto set her hand and seal the day and year first above written.

In the Presence of

Alberta Markumas L.S.

STATE OF NEW YORK,
COUNTY OF WESTCHESTER, } ss.:

On this 30th day of September, , in the year nineteen hundred and forty-nine , before me personally came ALBERTA MARKUMAS,

to me known to be the individual described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

SAUL KATZ
Notary Public, in the State of New York
Appointed for Westchester County
Commission expires March 30, 19 51



LIBER 4785 PAGE 297

The White Plains Housing Authority hereby requests that you record the within instrument without recording fees, pursuant to Section 52 of the Public Housing Law.

Counsel

This instrument is exempt from recording fee.

County Attorney

By

SEP 30 1949

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS

County of Westchester, N. Y. A true copy of the original DEED

RECORDED SEPT. 30, 1949, at 3 PM at request of CLARK & GAGLIARDI

FEE: $ EXEMPT No. 32037

ROBERT J. FIELD, County Clerk.

23019

STATUTORY FORM C
3529° 6-49 Bargain and Sale Deed, With Covenant against Grantor—Individual
Title Guarantee and Trust Company

LIBER 4794 PAGE 35

THIS INDENTURE,

made the 20th day of October, , one thousand nine hundred and forty-nine , between

HOWARD H. SCHRECKE, residing at 424 Ridgeway, White Plains, New York, also known as Howard Schrecke,

, party y of the first part,

and

WHITE PLAINS HOUSING AUTHORITY, having its principal place of business at 245 Grove Street, White Plains, New York

, party y of the second part:

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100 ($10.00) - dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL that plot of land, in the City of White Plains, County of Westchester and State of New York, designated by lot #73 on a certain map entitled "Map of the Fisher Estate, White Plains, N.Y.", filed in the office of the County Clerk of Westchester County, Division of Land Records (formerly Register's Office) July 19, 1881, as Map #689, which said plot is bounded and described as follows:

BEGINNING at a point on the easterly side of Lexington Avenue, said point being distant northerly measured along the said easterly side of Lexington Avenue 385 feet from the corner formed by the intersection of the said easterly side of Lexington Avenue with the northerly side of New York Post Road; running thence along the northerly line of lot No. 72, North 89 degrees east 150 feet to the southwesterly corner of lot No. 60; thence along the westerly line of lot No. 60, North 1 degree West 50 feet to the southeasterly corner of lot No. 74; thence along the southerly line of lot No. 74, south 89 degrees west 150 feet to the easterly side of Lexington Avenue; and thence along the easterly side of Lexington Avenue, south 1 degree East 50 feet to the point or place of beginning.

Said premises being known as and by the street No. 157 South Lexington Avenue, White Plains, Westchester County, N. Y.

BEING the same premises conveyed to Howard Schrecke by deed from Banros Realty Co., Inc., dated November 21st, 1941 and recorded Nov. 24th, 1941 in liber 3963 of Deeds, page 350.

SUBJECT to Building restrictions and regulations of the City of White Plains, New York and any amendments and additions thereto.

SUBJECT to Any state of facts an accurate survey might show.

Revenue Stamps Attached 90

LIBER 4794 PAGE 36

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, its successors and assigns forever.

AND the party of the first part covenants as follows:

FIRST.—That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, 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 that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF:

Dorothy Schrecke

Howard H. Schrecke L.S.



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

On the 20th day of October, one thousand nine hundred and forty-nine,
before me came HOWARD H. SCHRECKE

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Dorothy Schrecke
Notary Public, Westch. County

DOROTHY SCHRECKE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

This instrument is exempt from recording fee.

County Attorney

BY

10/27/49.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Oct. 27, 1949 at 10:26 A. M. at request of JOHN J. DILLON

FEE: $ EXEMPT No. 35382 ROBERT J. FIELD, County Clerk.

23019

LIBER 4803 PAGE 206

292—STATUTORY FORM CC
Bargain and Sale Deed.—With Covenant against Grantor. Corporation.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

This Indenture,

Made the ~~1st~~ 14th day of November , nineteen hundred and forty nine

Between

BERNARD HOLDING CORPORATION, having its pricipal place of business at 76 Martine Avenue, White Plains, New York

a corporation organized under the laws of the State of New York

, party of the first part,

and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 245 Grove Street, White Plains, New York

, party of the second part,

Witnesseth, that the party of the first part, in consideration of

eight thousand dollars ($8,000) Dollars,

lawful money of the United States,

paid by the party of the second part

does hereby grant and release unto the party of the second part, its successors and assigns forever,

All that lot or parcel of land, with the buildings and improvements thereon, in the City of White Plains, in the County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Brookfield Street 279 feet southerly from the corner formed by the intersection of the southerly side of Fisher Avenue with the westerly side of Brookfield Street as shown on "Map of Fisher Estate, White Plains, N.Y." surveyed by Charles M. Harris, C.E. and filed in the office of the Registerrof Westchester County on July 19, 1881 as Map No. 689; thence westerly along the southerly side of Lot No. 65, 150 feet; thence southerly and parallel with the westerly side of Brookfield Street, 28.25 feet; thence easterly and parallel with the southerly side of Lot No. 65, 150 feet to the westerly side of Brookfield Street; thence northerly along the westerly side of Brookfield Street, 28.25 feet to the point or place of BEGINNING.

Subject to:

1. Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

2. Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

4. Existing month to month tenancies.

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,* its successors *and assigns forever.*

And *the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.*



The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, *the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.*

In presence of:

BERNARD HOLDING CORPORATION

By Lloyd C. Bernard Pres.
President

Treasurer

State of NEW YORK
County of WESTCHESTER } ss.:

On the 14th day of November 19 49 before me came Lloyd C. Bernard

to me known, who, being by me duly sworn, did depose and say that he resides in White Plains, New York

that he is the ~~president~~ treasurer of Bernard Holding Corporation

the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed h is name thereto by like order.

STEPHEN R. J. ROACH
ATTORNEY & COUNSELLOR-AT-LAW
IN THE STATE OF NEW YORK
Appointed for Westchester County
Office & P.O. Address-175 Main St., White Plains, N.Y.
Commission expires March 30, 1951

The White Plains Housing Authority hereby requests that you record the within instrument without payment of recording fees in accordance with the provisions of Section 52 of the Public Housing Law.

Counsel

This instrument is exempt from recording fee. NOV 28 1949

County Attorney
By
SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Nov. 28, 1949 at 12.56 P. M. at request of JOHN J. DILLON

FEE: $ EXEMPT No. 39372 ROBERT J. FIELD, County Clerk.

23019

STATUTORY FORM 2B
3526* 6-49 Bargain and Sale Deed, Without Covenant against Grantor—(Corporation)
Title Guarantee and Trust Company

LIBER 4815 PAGE 191



THIS INDENTURE,

made the 15th day of December nineteen hundred and forty-nine, between

E. R. M. REALTY CO. INC.

a corporation organized under the laws of the State of New York, having its principal office at 99 Mamaroneck Avenue, White Plains, Westchester County, New York

, party of the first part,

and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 245 Grove Street, White Plains, New York

, party of the second part:

WITNESSETH, that the party of the first part, in consideration of the sum of $5,700 (Five Thousand Seven Hundred - - - - - - - - - - - - - - - - - - dollars,) lawful money of the United States, to it in hand paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that lot or parcel of land, with the buildings and improvements thereon, in the City of White Plains, in the County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the southerly line of Fisher Avenue, distant 90.25 feet westerly from the point formed by the intersection of the southerly line of Fisher Avenue with the westerly line of Brookfield Street; running thence South 0 degrees 42 minutes West 71.06 feet to the northerly line of lot #68 as laid down on a certain map entitled, "Map of Fisher Estate at White Plains, N.Y."; thence along the northerly line of said lot #68 North 89 degrees 18 minutes West 29.88 feet; thence North 0 degrees 42 minutes East 68.42 feet to the southerly line of Fisher Avenue; thence North 85 degrees 39 minutes East 30 feet to the point or place of BEGINNING.

SUBJECT to all restrictive covenants and easements of record.

SUBJECT also to existing month to month tenancy.

$6.60 Revenue Stamps Attached

LIBER 4815 PAGE 192

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, its successors and assigns forever.

The party of the first part, in compliance with Section 13 of the Lien Law, covenants that it 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 that it will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

E. R. M. REALTY CO., INC.

By Courtland Mark
Treasurer

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

On the day 15th of December, one thousand nine hundred and forty-nine, before me came Courtland R. Mark, to me known, who, being by me duly sworn, did depose and say that he resides at 1 Sherman Avenue, White Plains in Westchester County; that he is the Treasurer of E.R.M. REALTY CO., INC. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed h is name thereto by like order.

RAYMOND H. KLINE
Notary Public
In the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

Notary Public

RESERVE THIS SPACE
FOR USE OF RECORDING OFFICE

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees in accordance with the provisions of Section 52 of the Public Housing Law.

John J. Dillon
Counsel

This instrument is exempt from recording fee. JAN 4 1950

County Attorney
BY

John A. Dyas
SR. ASST. CO. ATTY.

COMPARED
LIBER
PAGE

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Jan. 4, 1950 at 2:52 P. M. at request of JOHN J. DILLON

FEE: $ EXEMPT No. 255 ROBERT J. FIELD, County Clerk.

09887

291—STATUTORY FORM C. Bargain and Sale Deed. With Covenant against Grantor—Individual.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

Revenue Stamps Attached

LIBER 4831 PAGE 99

This Indenture,

Made the 23rd *day of* February, *, nineteen hundred and* fifty,

Between SAMUEL HUSTIS, residing at #36 Lake Street, White Plains, New York,



, part y of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 245 Grove Street, White Plains, New York,



, part y of the second part,

Witnesseth, *that the part y of the first part, in consideration of* Ten and 00/100



($10.00) - - - - - - - - - - - - - - - - *-Dollars, lawful money of the United States,* and other good and valuable consideration,



paid by the part y of the second part, do es hereby grant and release unto the part y of the second part, its successors

and assigns forever.

All that lot or parcel of land, with the buildings and improvements thereon, in the City of White Plains, in the County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point formed by the intersection of the southerly line of Fisher Avenue with the westerly line of Brookfield Street; and running thence southerly by and along the said westerly line of Brookfield Street, 79 feet to the northerly line of lot #68 as laid down on a certain map entitled "Map of Fisher Estate at White Plains, N. Y."; thence along the northerly line of Lot #68 on said map, North 89° 18' West 30.13 feet; thence North 0° 42' East 76.34 feet to the southerly line of Fisher Avenue; thence easterly by and along the southerly line of Fisher Avenue 30.25 feet to the point or place of BEGINNING.

(The above-described premises are designated as Parcel #44 on Parcel Map of the White Plains Housing Authority and are also designated as Block 20, Lot 19D in Ward 3 of the Tax Map of the City of White Plains, New York.)

TOGETHER with all right, title and interest of the party of the first part, if any, of, in and to any street, road or avenue in front of and adjacent to the above-described premises to the center line thereof.

SUBJECT to building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

SUBJECT to any state of facts which an accurate survey may show.

SUBJECT to notices of violations of law or municipal orders of requirements noted in or issued by the building department, fire, labor, health or other state or municipal departments having jurisdiction, against or affecting the premises at the date hereof.

SUBJECT to the existing tenancies, which are statutory tenancies.

Being same premises conveyed to Samuel Hustis by deed dated April 19, 1935 and recorded April 23, 1935 in liber 3436 cp 294.

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, its successors and assigns forever.

And the said party of the first part covenants that he has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of:

James Joseph

Samuel Fowlis L. S.

L. S.

L. S.

L. S.

State of New York
County of Westchester } ss.:

LIBER 4831 PAGE 101

On the 23rd day of February, nineteen hundred and fifty

before me came SAMUEL HUSTIS,

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

JAMES M. POLLOCK
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1950

This instrument is exempt from recording fee.

County Attorney
BY

0.00 B Exm — CC103 3-2-50

Reserve this space for use of Recording Office

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees in accordance with the provisions of Section 52 of the Public Housing Law.

Counsel

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording:
Stat'y Chg.
Folio Chg.
Filing Chg.
Real Prop. Tax Serv. Fd.
Postage
Total
Examined
Compared
Returned

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Mar. 2, 1950 at 1:43 P. M. at request of JOHN J. DILLON

FEE: $ EXEMPT No. 7039

ROBERT J. FIELD, County Clerk.

23019

291—STATUTORY FORM C.
Bargain and Sale Deed. With Covenant against Grantor—Individual.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

Stamps Attached 25.30

LIBER 4831 PAGE 143

This Indenture,

Made the 24th *day of* January *, nineteen hundred and* fifty.

Between LOCKHARDT HUDSON DRAKE, residing at 118 Martine Avenue, White Plains, New York,

, party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law and having its principal place of business at 245 Grove Street, White Plains, New York,

, party of the second part,

Witnesseth, *that the party of the first part, in consideration of*

One Hundred ($100.00)----------*Dollars, lawful money of the United States, paid by the party of the second part, do es hereby grant and release unto the party of the second part,*

its successors *and assigns forever,*

All that certain lot, piece or parcel of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated at Lot No. 77 on Map of Fisher Estate, White Plains, New York, made by Charles M. Harris, C. E., and filed in Westchester County Clerk's Office on July 19, 1881, as Map No. 689 bounded and described according to said map as follows:

Beginning at a point on the easterly side of Lexington Avenue/585 feet northerly from the northeasterly corner of New York Post Road and Lexington Avenue; thence easterly along the northerly side of Lot No. 76, 150 feet to the westerly side of Lot No. 64; thence northerly along Lot No. 64, 50 feet to the southerly side of Lot No. 78; thence westerly along the southerly side of Lot No. 78, 150 feet to the easterly side of Lexington Avenue; thence southerly along the easterly side of Lexington Avenue 50 feet to the point or place of beginning.

Together with all right, title and interest that the seller may have in and to Lexington Avenue to the center line thereof.

Subject to the building and zoning ordinances of the City of White Plains, N. Y.

Subject to exisiting tenancies.

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,* its successors *and assigns forever.*

And *the said* party of the first part *covenants that he has not done or suffered anything whereby the said premises have been incumbered in any way whatever,* except as aforesaid.

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, *the party of the first part has hereunto set* his *hand and seal the day and year first above written.*

In presence of:

Robert P. Saulg — Lockhart Hakon Drake L. S.

L. S.

L. S.

L. S.

LIBER 4831 PAGE 145

State of New York
County of Westchester } ss.:

On the 24th day of January, nineteen hundred and fifty
before me came LOCKHARDT HUDSON DRAKE

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

Robert P. Smith

ROBERT P. SMITH
Notary Public in the State of New York
Appointed for Westchester County
Certificate filed in Putnam County
Commission expires March 30, 1951

This instrument is exempt from recording fee.

County Attorney
By:

0.00 B Exm — 1.04 3-2-50

Reserve this space for County Clerk's Office
DIVISION OF LAND RECORDS

Recording: 1.61
Notary Chg.
Folio Chg.
Filing Chg.
Clerk's Fee
Certif.
Postage
Total 1.61

Examined
Returned
Taxes

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees in accordance with the provisions of Section 52 of the Public Housing Law.

John J. Dillon
Counsel

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Mar. 2, 1950 at 1:43 P. M. at request of JOHN J. DILLON

FEE: $ EXEMPT No. 7038

ROBERT J. FIELD, County Clerk.

23019

STATUTORY FORM 8—(CHAPTER 181, LAWS 1917)—NO. 224
Bargain and Sale Deed.—Without Covenant against Grantor.—Individual

THE CHISHOLM PRINTING COMPANY, 409 PEARL ST., N. Y. 4458

LIBER 4831 PAGE 255

Revenue Stamps Attached 11 55

This Indenture,

Made the First *day of* March *, nineteen hundred and* fifty

Between

FERDINANDO VALENTI, residing at 24 East Post Road, White Plains, New York,

party of the first part, and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, having its principal place of business at No. 245 Grove Street, White Plains, New York,

party of the second part:

Witnesseth, *that the party of the first part, in consideration of*

One Hundred ($100.00) - - - - - - - - - - *Dollars,* and other good and valuable consideration

lawful money of the United States,

paid by the party of the second part,

does hereby grant and release unto the party of the second part,

its successors *and assigns forever,*

All that certain lot, piece or parcel of land with the buildings and improvements thereon situate lying and being on the westerly side of Brookfield Street in the City of White Plains, County of Westchester and State of New York, and known and designated as lot #67 on a certain map entitled "Map of Fisher Estate, White Plains, N. Y." filed in the Register's Office of Westchester County on January 26, 1895 as map #1139 which said lot is bounded and described as follows:

BEGINNING at a point on the westerly side of Brookfield Street 129 feet southerly from the corner formed by the intersection of the southerly line of Fisher Avenue with the westerly line of Brookfield Street as laid down on said map; thence running westerly by and along the southerly line of lot #68 on said map, 150 feet to the easterly line of lot #80 on said map; thence running southerly along the easterly line of lot #80 on said map, 50 feet to lot #66 on said map; thence running easterly along the northerly line of lot #66 on said map 150 feet to the westerly line of Brookfield Street; thence northerly along the westerly line of Brookfield Street, 50 feet to the point or place of BEGINNING.

Together *with the appurtenances and all the estate and rights of the party of the first part in and to the said premises.*

To have and to hold *the premises herein granted unto the party of the second part,* its successors *and assigns forever.*



AND the said party of the first part covenants that he has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

And *The grantor , in compliance with Section 13 of the Lien Law, covenant s as follows: That he 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 that he will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.*

In Witness Whereof, *the party of the first part has hereunto set his hand and seal the day and year first above written*

In the Presence of

Jean Jones

Ferdinando Valenti L. S.

Elsia Valenti

LIBER 4831 PAGE 257

State of New York } ss.:
County of WESTCHESTER }

On the First *day of* March *, nineteen hundred and* fifty *before me personally came*

FERDINANDO VALENTI and ELISA VALENTI *; to me known to be the individuals described in, and who executed, the foregoing instrument, and acknowledged that* they *executed the same.*

Jean Jones

JEAN JONES
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

This instrument is exempt from recording fee.

County Attorney
By

L. W. Thompson
3/3/50

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

0.00 B Exm — 00105 3-2-50

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording Chg. 1.65
Notary Chg.
Public Chg.
Filing Chg.
Fuse Chg. .50
Total 2.15
Towns 1
Returned

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees in accordance with the provisions of Section 52 of the Public Housing Law.

John J. Dillon
Counsel

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Mar. 2, 1950 at 1:43 P. M. at request of JOHN J. DILLON

FEE: $ EXEMPT No. 7037

ROBERT J. FIELD, County Clerk.

23019

3529 * 9-49-30M—Bargain and Sale Deed, with Covenant against Grantor's Acts—Individual or Corporation.

LIBER 4831 PAGE 284

INDENTURE, made the 28th day of February nineteen hundred and Fifty

BETWEEN

JENNIE PAGE,
Residing at 235 Dobbs Ferry Road, Town of Greenburgh,
Westchester County, New York

party of the first part, and

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, having its principal place of business at No. 245 Grove Street, White Plains, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Hundred and no/100 ($100.00)---------- dollars, and other good and valuable consideration lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon situate, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated as Lot No. 76 on Map of Fisher Estate at White Plains, New York, made by Charles M. Harris, and filedin the Office of the Register of the County of Westchester on July 19th, 1881, bounded and described as follows:

BEGINNING at a point on the easterly line of Lexington Avenue distant 301 feet southerly from the corner formed by the intersection of the easterly line of Lexington Avenue with the southerly line of Fisher Avenue and at the southwesterly corner of Lot. No.77; as shown on said map and running thence easterly along the southerly side of Lot No. 77, 150 feet to the westerly line of Lot No. 63; thence southerly along the westerly side of Lot. No. 63, 50 feet to the northerly line of Lot No. 75; thence westerly along the northerly side of Lot. No. 75, 150 feet to the easterly line of Lexington Avenue; thence northerly along the easterly line of Lexington Avenue, 50 feet to the point and place of beginning, containing all this land within the above boundaries.

Revenue Stamps Attached 60.50

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, its successors and assigns forever.

AND the party of the first part covenants as follows:

FIRST—That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND—That, in compliance with Section 13 of the Lien Law, 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 that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has executed this deed the day and year first above written.

IN THE PRESENCE OF:

Jean Jones

Jennie Page L.S.

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On the 28th day of February, nineteen hundred and fifty

before me came JENNIE PAGE

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Jean Jones

JEAN JONES

Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

LIBER 4831 PAGE 286

~~This instrument is exempt from~~
recording fee.

County Attorney
BY

0.00 B Exm -- 00104 3-2-50

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees in accordance with the provisions of Section 52 of the Public Housing Law.

Counsel

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording:
Stat'y Chg. 1.50
Folio Chg.
Filing Chg.
Copy Fee
Postage
Total 1.50

Examined
Towns 1
Returned

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Mar. 2, 1950 at 1:43 P. M. at request of JOHN J. DILLON

FEE: $ EXEMPT No. 7036 ROBERT J. FIELD, County Clerk.

23019

STATUTORY FORM C
3529* 6-49 Bargain and Sale Deed, With Covenant against Grantor—Individual
Title Guarantee and Trust Company

LIBER 4835 PAGE 272

THIS INDENTURE,

made the 8th day of March one thousand nine hundred and fifty, between

ADA ABRAMSON, residing at 424 Ridgeway, White Plains, New York

residingxat

party of the first part,

and

WHITE PLAINS HOUSING AUTHORITY, having its principal place of business at 245 Grove Street, White Plains, New York

party of the second part:

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100 ($10.00) - dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of White Plains, formerly the Village of White Plains, County of Westchester and State of New York

BEGINNING at a point on the westerly side of Brookfield Street as laid out on "Map of the Fisher Estate of White Plains, New York" 30 feet northerly from the northeast corner of Lot No. 58 on said map; thence westerly along the land now or formerly of one Cohen, heretofore conveyed to him by Roderique Bisson, 151 feet to Lot No. 72; thence northerly along said Lot No.72 and Lot No. 73, 30 feet; thence easterly along land formerly of Stephanie Staus on a line parallel with the first mentioned line and always 30 feet therefrom 151 feet to the westerly side of Brookfield Street; thence southerly along the westerly side of Brookfield Street 30 feet to the point or place of BEGINNING.

Said premises being known as and by the street No. 282 Brookfield Street, White Plains, Westchester County, New York

TOGETHER WITH all the right, title and interest of the party of the first part of, in and to a perpetual right of way over a strip of land adjoining the northerly boundary of the land hereby conveyed, which perpetual right of way and strip of land is described in a certain deed from Ann V. White, as party of the first part, to Ada Abramson, as party of the second part, dated January 25, 1918, and recorded on January 31, 1918 in the office of the Register of the County of Westchester in Liber 2165 of Conveyances at page 44.

SUBJECT TO a perpetual right of way over a strip of land on the northerly portion and adjoining the northerly boundary of the land hereby conveyed, which perpetual right of way and strip of land is also described in the aforesaid deed from Ann V. White to Ada Abramson.

SUBJECT TO building restrictions and regulations of the City of White Plains, New York and any amendments and additions thereto.

SUBJECT TO any state of facts which an accurate survey might show.

SUBJECT TO existing tenancies.

TOGETHER WITH all right, title and interest of the seller, if any, of, in and to any land lying in the bed of the street in front of and adjoining said premises to the centre line 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, its successors, and assigns forever.

AND the party of the first part covenants as follows:

FIRST.—That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, 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 that the part of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

IN PRESENCE OF:

Howard J. Kemlehe

Ada Abramson

STATE OF NEW YORK }
COUNTY OF WEST. } ss.:

On the 8th day of March, one thousand nine hundred and fifty, before me came

ADA ABRAMSON

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Jean Jones
Notary Public, Westchester County

JEAN JONES
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

LIBER 4835 PAGE 274

This instrument is exempt from recording fee.

County Attorney

By

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees in accordance with the provisions of Section 52 of the Public Housing Law.

Counsel

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED MAR. 17, 1950, at 2:53 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 8970 ROBERT J. FIELD, County Clerk.

23019

STATUTORY FORM A
8584—Deed with full Covenants—(Individual)
Title Guarantee and Trust Company

LIBER 4845 PAGE 149

Revenue Stamps Attached #33.85

THIS INDENTURE,

made the 21st day of March nineteen hundred and fifty, between LOUIS FRIEDMAN and ZELMA FRIEDMAN his wife, residing at 62 Storm Street, Tarrytown, New York, hereinafter described as the seller,

parties of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at 245 Grove Street, White Plains, New York, hereinafter described as the purchaser,

, party of the second part,

WITNESSETH, that the parties of the first part, in consideration of Thirty Thousand ($30,000.00) dollars, lawful money of the United States, paid by the party of the second part, do hereby grant and release unto the party of the second part, and assigns forever,

ALL that piece and parcel of land together with the building thereon described as follows:

BEGINNING at a point on the Westerly side of Brookfield Street distant 307.25 feet southerly from the corner formed by the intersection of the westerly side of Brookfield Street with the southerly side of Fisher Avenue; thence westerly in a straight line (said line being the southerly boundary of premises conveyed to Abramson) 150 feet; thence southerly and parallel with the Westerly side of Brookfield Street 71.75 feet; thence easterly and parallel with the northerly boundary of said premises 150 feet to the westerly side of Brookfield Street at a point 71.75 feet southerly from the beginning; thence northerly by and along the westerly side of Brookfield Street 71.75 feet to the BEGINNING

Contains all lands and buildings within said bounds. Premises hereby conveyed being the whole of lot No. 63 and the southerly part of Lot 64 on "Map of the Fisher Estate, White Plains, New York".

The said premises being designated Parcel No. 38, on the Parcel Map of the White Plains Housing Authority and being also designated as Block 20, Lots 24A,25, on the tax map of the City of White Plains, New York.

TOGETHER with all the right, title and interest of the grantor if any in and to any land lying in the bed of any street, road, avenue or alley abutting or adjouring the above premises to the center line thereof.

together with the appurtenances and all the estate and rights of the parties 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, and assigns forever.

(1)

The premises are sold subject to:

1. Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

2. Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

3. Notice of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction against or affecting the premises at the date hereof.

4. Existing monthly or statutory tenants.

AND the part of the first part, in compliance with Section 13 of the Lien Law, covenant that he 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 that they 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.

AND

covenant as follows:

FIRST.—That said parties of the first partare seized of said premises in fee simple, and have good right to convey the same;

SECOND.—That the party of the second part shall quietly enjoy the said premises;

THIRD.—That the said premises are free from incumbrances; except as hereinabove noted

FOURTH.—That the parties of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH.—That said parties of the first part will forever warrant the title to said premises.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF:

Jean Jones

Louis Friedman
Zelma Friedman



4 1950

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

On the 21st day of March, one thousand nine hundred and fifty

before me came

ZELMA FRIEDMAN

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Jean Jones

JEAN JONES
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

LIBER 4845 PAGE 152

STATE OF NEW YORK
COUNTY OF WESTCHES } ss.:

On the TER 21st day of March , one thousand nine hundred and fifty.

before me came LOUIS FRIEDMAN

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Jean Jones

JEAN JONES
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

SR. ASST. CO. ATTY.

County Attorney

By

APR 14 1950

This instrument is exempt from recording fee.

0.00 B Em Rec'd 4-14-50

RESERVE THIS SPACE FOR USE OF COUNTY CLERK'S OFFICE DIVISION OF LAND RECORDS

Recording:
Stat'y Chg.
Folio Chg.
Filing Chg.
Cross Ref. No.
Certif. Sheet
Exam. Sheet
Total 1.95
Examined
Towns

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees in accordance with the provisions of Section 52 of the Public Housing Law.

Counsel

COMPARED

LIBER

PAGE

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS.
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Apr. 14, 1950 at 2:32 P. M. at request of CLARK, GAGLIARDI & KING

FEE: $ EXEMPT No. 14397 ROBERT J. FIELD, County Clerk

23019

Form 214 2-48-10M—Bargain and Sale Deed, without Covenant—Individual or Corporation

LIBER 4848 PAGE 219

THIS INDENTURE, made the third day of March,

nineteen hundred and fifty **BETWEEN**

Catherine De Milia, residing at 210 Brookfield St., White Plains N.Y.
Salvatore De Milia, residing at 2 Greenridge Ave., White Plains, N.Y.
Angelo De Milia, residing at Yorktown Heights, New York
Michael De Milia, residing at 146 Fisher Ave., White Plains, N.Y.
Rocco De Milia, residing at 150 Fisher Ave., White Plains, N.Y.
Katheryn De Milo, residing at 275 West 238 St., Bronx, New York.
Joseph De Milo, residing at 34 Rathbun Ave., White Plains, N.Y.,

parties ~~party~~ of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at 245 Grove Street, White Plains, New York

, party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN THOUSAND FIVE HUNDRED ($10,500.) ---------- Dollars, lawful money of the United States,

paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon situate, lying and being in the City (formerly Village and Town) of White Plains, County of Westchester and State of New York, known and designated as lot No. 68 on a map entitled " Map of Fisher Estate at White Plains, N.Y." surveyed by Charles M. Harris, C.E. and filed in the Office of the Register of Westchester County on July 19, 1889 as map no.689, which said lot is bounded and described as follows :

On the north by lot No. 69 on said map ; on the east by Brookfield Street ; on the south by lot No. 67 ; and on the west by lot No. 81 on said map . Being a lot 50 feet in front and rear , and 151 feet in depth on each side .

BEING same premises conveyed to Giuseppe De Milio by deed dated September 20th., 1926 and recorded September 21, 1926 in Liber 2703 op. 299.

LIBER 4848 PAGE 220

parties

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, its successors and assigns forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

parties

IN WITNESS WHEREOF, the ~~party~~ of the first part have duly executed this deed.

In presence of:

Angelo De Milia
Salvatore H. Migliaccio

Catherine (her mark) De Milia
Salvatore De Milia
Angelo De Milia
Michael De Milia
Rocco De Milia
Katheryn De Milo
Joseph De Milo

STATE OF NEW YORK,
COUNTY OF Westchester } ss.:

On this 22nd day of March, in the year one thousand nine hundred and fifty, before me personally came Catherine De Milia, Salvatore De Milia, Angelo De Milia, Michael De Milia, Rocco De Milia and Joseph De Milo to me known to be the individuals described in and who executed the foregoing instrument, and duly acknowledged that they executed the same.

Salvatore H. Migliaccio

SALVATORE H. MIGLIACCIO
ATTORNEY & COUNSELLOR-AT-LAW
IN THE STATE OF NEW YORK
Appointed for Westchester County 175 Main St.
Office & P.O. Address: [illegible]
Commission expires March 30, 1951

STATE OF NEW YORK,
COUNTY OF Westchester } ss.:

On this 21st day of March, in the year one thousand nine hundred and fifty, before me personally came Katheryn De Milo to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that she executed the same.

Salvatore H. Migliaccio

SALVATORE H. MIGLIACCIO
ATTORNEY & COUNSELLOR-AT-LAW
IN THE STATE OF NEW YORK
Appointed for Westchester County 175 Main Street
Office & P.O. Address: [illegible]
Commission expires March 30, 1951

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

DIVISION OF LAND RECORDS

Recording:
Stat'y Chg. .75
Folio Chg.
Filing Chg.
Cross Refer. BY SEC. 52
Certif. PUBLIC LAW
Postage 2.25
Total 3.00

Examined | Towns
Returned

0.00 B Exm — 0.00 Mtg 4-25-50

The White Plains Housing Authority hereby requests that you record the within instrument without the payment of recording fees in accordance with the provisions of Section 52 of the Public Housing Law.

John J. Dillon
Counsel

This instrument is exempt from recording fee.

APR 25 1950

County Attorney

By John A. Kreig
SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED APR. 25, 1950, at 3:07 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 16370 ROBERT J. FIELD, County Clerk.

23019

291—STATUTORY FORM C. Bargain and Sale Deed. With Covenant against Grantor—Individual.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

LIBER 4853 PAGE 286

Revenue Stamps Attached 25-30

This Indenture,

Made the First *day of* May *, nineteen hundred and* fifty,

Between ELIZABETH F. MASTERSON, residing at Great Plain Road (no street number), Danbury, Connecticut,

, party y of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law and having its principal place of business at No. 245 Grove Street, White Plains, New York,

, party y of the second part,

Witnesseth, *that the party of the first part, in consideration of*

ONE HUNDRED ($100.00) *Dollars, lawful money of the United States,* and other good and valuable consideration, *paid by the party of the second part, does hereby grant and release unto the party of the second part,* its successor or assignee

~~and assigns~~ *forever,*

All that lot of land on "Map of Fisher Estate, White Plains, New York", made by Charles M. Harris, C. E., filed in the Register's Office of Westchester County, now County Clerk's Office, Division of Land Records, July 19, 1881, as Map No. 689, known as Lot No. 58 and bounded and described as follows:

BEGINNING at a point on the westerly side of Brookfield Street 91 feet northerly from the corner formed by the intersection of the northerly side of New York Post Road with the westerly side of Brookfield Street, said point also being the northeasterly corner of Lot No. 52; thence westerly, at right angles to Brookfield Street and along the northerly side of Lot No. 52, 111.59 feet to the northeasterly corner of Lot No. 53; thence southwesterly, along the northerly side of Lot No. 53, forming an interior angle of 207 degrees 05 minutes 06 seconds with the last mentioned line, 43.14 feet to the easterly side of Lot No. 70; thence northerly, along the easterly side of Lot No. 70, on a line forming an interior angle of 62 degrees 54 minutes 54 seconds with the last line, 87.65 feet to the southerly side of Lot No. 59; thence easterly, at right angles to the last mentioned line and along the southerly side of Lot No. 59, 150 feet to the westerly side of Brookfield Street; thence southerly, along the westerly side of Brookfield Street, 68 feet to the point or place of beginning.

EXCLUDING, however, the premises described in certain right of way agreements, one of which is dated January 28, 1927 and recorded on October 17, 1927 in the office of the Clerk of the County of Westchester, Division of Land Records, in Liber 2804 of Conveyances, page 193, and the other of which is dated October 15, 1927 and recorded on October 17, 1927 in the office of the Clerk of the County of Westchester, Division of Land Records, in Liber 2805 of Conveyances, page 57.

Said premises are also designated as Parcel No. 32 on the Parcel Map of the White Plains Housing Authority, and as Block 20, Lot 30 on the tax map of the City of White Plains, New York, excluding, however, that portion of the premises described in right of way agreements heretofore designated.

TOGETHER WITH all personal property appurtenant to or used in the operation of said premises as dwellings, and owned by the party of the first part.

TOGETHER WITH all right, title and interest of the party of the first part of, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining said premises, to the center line thereof.

Said premises are sold subject to:

Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.

Any state of facts which an accurate survey might show.

Notices of violations of law or municipal orders or requirements noted in or issued by the Building Department, fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.

Rights of tenants in occupancy of the premises on month to month tenancies.



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, its successor or assignee ~~and assigns~~ forever.

And the said ELIZABETH F. MASTERSON covenants that She has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In presence of:

Jean Jones

Elizabeth F. Masterson L. S.

_____ L. S.

_____ L. S.

_____ L. S.

This instrument is exempt from recording fee.

County Attorney
BY

5/8/50.

Reserve this space for use of Recording Office.

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording:
Stat'y Cfg. 1.75
Folio Cfg.
EXEMPT BY SEC. 34
CUR. LAW
Certf.
Postage
Total 2.41

Examined | Taxes
Returned

0.00 B Exm— 0.1101 5—8—50

The White Plains Housing Authority hereby requests that the within instrument be recorded without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel

25.30

ELIZABETH F. MASTERSON

to

WHITE PLAINS HOUSING AUTHORITY

18754

MAY - 8 1950

2:37 P.M.

Deed.

Dated May, 1950

The land affected by the within instrument lies in the City of White Plains, County of Westchester and State of New York.

RECORD AND RETURN TO

JOHN J. DILLON
Attorney for Grantee
c/o Clark, Gagliardi & King
175 Main Street
White Plains, New York.

State of NEW YORK
County of WESTCHESTER } ss.:

On the day of May, *nineteen hundred and* fifty, *before me came*

ELIZABETH F. MASTERSON

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that She *executed the same.*

Jean Jones

JEAN JONES
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED May 8, 1950 at 2:37 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 18754

ROBERT J. FIELD, County Clerk.

23018

LIBER 4853 PAGE 288

582—8M—4-50
Bargain and Sale Deed, With Covenant against Grantor (Individual)

LIBER 4857 PAGE 46

This Indenture,

made the 13th day of May, nineteen hundred and fifty, between

MARGARET A. FOLEY, of 45 Howard Avenue, White Plains, New York, KATHARINE HOPE GILLICK, of 55 Davis Avenue, White Plains, N. Y., ELIZABETH MASTERSON, R.F.D. 5 (no street number), Danbury, Conn., MARY HOPE, of 20 Prospect Street, White Plains, New York, and ANNE M. CONNORS, of 40 Davis Avenue, White Plains, N. Y., and MICHAEL J. CONNORS, of 40 Davis Avenue, White Plains, N. Y.,

~~residing at~~

party of the first part,

WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at 245 Grove Street, White Plains, New York,

~~residing at~~

party of the second part,

Revenue Stamps Attached 430.80

Witnesseth, that the party of the first part, in consideration of One Dollar, lawful money of the United States, and other valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever, All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

City of White Plains, County of Westchester and State of New York, and known and described as Lot No. 70 on a certain map entitled, "Map of the Fisher Estate, White Plains, N. Y.", surveyed by Chas. M. Harris and filed in the Office of the Register of Westchester County (now County Clerk's Office, Division of Land Records) on July 19, 1891, as Map No. 689, which said premises are more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Lexington Avenue, distant 170 feet northerly from the intersection of the easterly side of Lexington Avenue with the northerly side of New York Post Road, as shown on said map; thence running north 61° 49' 40" east along lots numbers 57, 56, 55, 54 and partly along lot number 53, 168.61 feet to lot number 58; thence running north 1° 0' 0" west 38 feet along the westerly line of lot number 58 to lot number 71; thence running south 89° 0' 0" west along the souther side of lot number 71, 150 feet to the easterly side of Lexington Avenue; thence running south 1° 0' 0" east along the easterly side of Lexington Avenue 115 feet to the point or place of beginning.

Excluding, however, the premises and rights thereto described in a certain right of way agreement dated January 28, 1927 and recorded on October 17, 1927 in the Office of the Clerk of the County of Westchester, Division of Land Records, in Liber 2804 of Conveyances, Page 193.

It being the intention of the parties that the premises to be conveyed to the purchaser shall consist of the above-described premises less the strip of land covered by said right of way agreement, which strip of land is 10 feet in width and runs along the southerly boundary.

SUBJECT to any state of facts and accurate survey may show.

SUBJECT to existing tenancies.

Together with all right, title and interest of the party of the first part in and to the land lying in the streets and roads in front of and adjoining premises.

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 above granted premises unto the party of the second part, its successors and assigns forever.

And the said party of the first part covenant that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever.

The party of the first part covenant that they 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 that they will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part have hereunto set their hands and seals the day and year first above written.

In the Presence

Stephen Holden Jr.

M F Margaret A Foley

K.H.G Katharine Hope Gillick

Elizabeth Masterson

M F Mary Hope

Anne M. Connors

Michael J. Connors



STATE OF NEW YORK
COUNTY OF WESTCHESTER } ss.:

On this 17th day of May, in the year nineteen hundred and fifty, before me personally came MARGARET FOLEY, KATHARINE HOPE GILLICK, [illegible], MARY HOPE and [illegible],

to me known to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

Stephen Holden Jr.
Notary Public

STEPHEN HOLDEN, JR.
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 19..6..

LIBER 4857 PAGE 48

STATE OF NEW YORK
COUNTY OF WESTCHESTER } ss.:

On this 13th day of May, in the year nineteen hundred and fifty, before me personally came

ELIZABETH ASTERSON, ANNE M. CONNORS and MICHAEL J. CONNORS,

to me known to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

Stephen Holden Jr
Notary Public
STEPHEN HOLDEN, JR.
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1951

0.00 B Exm — 0 C.C 7 5 5-18-50

WESTCHESTER COUNTY CLERK'S OFFICE
EXEMPT RECORDING FEES

Recording:
State Cy.
Folio Cy.
Filing Cy.
Cross Ref.
Certificate
Postage
Total 3.25

Examined
Returned

The White Plains Housing Authority hereby requests that the within instrument be recorded without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

Counsel

This instrument is exempt from recording fee. MAY 18 1950

County Attorney

BY ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED May 18, 1950 at 2:10 P. M. at request of CLARK, GAGLIARDI & KING

FEE: $ EXEMPT No. 20390 ROBERT J. FIELD, County Clerk.

23019

3529 ● 5-50-25M—Bargain and Sale Deed, with Covenant against Grantor's Acts—Individual or Corporation.

LIBER 4880 PAGE 293

INDENTURE, made the 30th day of June nineteen hundred and fifty

BETWEEN Eva Cohn, residing at 60 West 68th Street, Boro of Manhattan City and State of New York

party of the first part, and White Plains Housing Authority, a public corporation having its principal place of business at 245 Grove Street, White Plains, New York.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of twenty eight thousand dollars---------- dollars,

lawful money of the United States, paid

by the party of the second part, does hereby grant and release unto the party of the second part,

its successors and assigns forever.

ALL that certain piece , lot or parcel of land together with the buildings and improvements thereon described as follows; Beginning at a point on the westerly side of Brookfield St.,distant 179 feet south from the corner formed by the intersection of the westerly side of Brookfield St. with the southerly side of Fisher Ave.; thence westerly along the southerly side of Lot No. 67 ,151 feet more or less to the easterly side of Lot No. 79;thence southerly along the easterly side of Lot No. 79, 50 feet to the northerly side of Lot No. 65; thence easterly along the northerly side of Lot No. 65; 151 feet more or less to the westerly side ofBrookfield St.; thence northerly along the westerly side of Brookfield St. 50 feet to the point or place of Beginning.

Designated as Lot No. 66 on "Map of Fisher Estate" White Plains, New York.

Revenue Stamps Attached 30 80

LIBER 4880 PAGE 284

TOGETHER with all the right, title and interest, if any, of the party of the first part of, 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, its successors and assigns forever,

Subject to:

1. Building restrictions and regulations of the of the City of White Plains, New York and amendments and additions thereto now inforce.
2. Any state of facts an accurate survey might show providing the same does not render the title unmarketable.
3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.
4. Subject to any liens placed upon the premises by the City of White Plains or any department or bureau thereofreferred to in paragraph three hereof.
5. Subject to existing tenancies which are warranted to be statutory in effect.

AND the party of the first part covenants as follows:

FIRST—That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND—That, in compliance with Section 13 of the Lien Law, 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 that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has executed this deed the day and year first above written.

IN PRESENCE OF:

Maurice C. Colton

Eva Cohn



STATE OF NEW YORK, COUNTY OF Westchester **ss.:**

On the 30th day of June, nineteen hundred and fifty

before me personally came Eva Cohn

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Jean Jones

JEAN JONES
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1953

The White Plains Housing Authority hereby requests that the within instrument be recorded without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

This instrument is exempt from recording fee.

JUL 20 1950

County Attorney

BY

SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED July 20, 1950 at 11:45 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 30011 ROBERT J. FIELD, County Clerk.

23019

3529 • 5-50-25M—Bargain and Sale Deed, with Covenant against Grantor's Acts—Individual or Corporation.

LIBER 4880 PAGE 406

INDENTURE, made the 30th day of June nineteen hundred and fifty.

BETWEEN Plains Realty Corp.of , 33 West 42nd St., New York City

a domestic corporation

party of the first part, and White Plains Housing Authority, a public corporation having its principal place of business at 245 Grove Street, White Plains, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of twenty eight thousand dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever.

Revenue Stamps Attached 3080

ALL All that certain lot,piece or parcel of land with the buildings and improvements thereon erected, situated, lying and being in the City of White Plains, County of Westchester and State of New York, and known and designated on a certain map entitled "Map of Fisher Estate at White Plains,New York",filed July 19,1881 as Map No. 689 in the Office of the Register of Westchester County as Lot No. 61 and being boundede and described as follows:-

Bounded northerly by lot number 62,150 feet;easterly by Brookfield Street,50 feet;southerly by lot no. 60,150 feet and westerly by lot no. 74 , 50 feet.

TOGETHER with all the right, title and interest, if any, of the party of the first part of, 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, its successors and assigns forever,

Subject to :

1. Building restrictions and regulations of the City of White Plains, New York and amendments thereto now in force.
2. Any state of facts an accurate survey might show the providing the same does not render the title unmarketable.
3. Notices of violation of law or municipal orders or requirements noted in or issued by the Building Department, Fire, Labor, Health or other state or municipal department having jurisdiction, against or affecting the premises at the date hereof.
4. Subject to any liens placed upon the premises by the City of White Plains or any department or bureau thereof referred to in paragraph three hereof.
5. Subject to existing tenancies which are warranted to be statutory in effect.

LIBER 4880 PAGE 407

AND the party of the first part covenants as follows:

FIRST—That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND—That, in compliance with Section 13 of the Lien Law, 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 that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has executed this deed the day and year first above written.

IN PRESENCE OF:

Plains Realty Corp.

Maurice C. Colton

Pres.



LIBER 4880 PAGE 408

STATE OF NEW YORK, COUNTY OF Westchester **ss.:**

On the 1st day of ~~June~~ July, nineteen hundred and fifty before me personally came Maurice C Colton

to me known, who, being by me duly sworn, did depose and say that he resides at No. 60 West68th Street, New York ; that he is the President

of Plaine Realty Corp.

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed h i s name thereto by like order.

Mildred T. DeVoe

MILDRED T. DeVOE
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1952

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

0.00 B Exm — 0.0-062 7-20-50

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording: 1 /65
Stat'y Chg.
Folio Chg.
Filing Chg.
Cross Ref. EXEMPT, BY SEC. 52, LAW
Certf.
Postage
Total 3 65

Examined
Compared

The White Plains Housing Authority hereby requests that the within instrument be recorded without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

This instrument is exempt from recording fee.

County Attorney JUL 20 1950

By John A. Dillon
SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED July 20, 1950 at 11.45 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 30010 ROBERT J. FIELD, County Clerk.

23019

This Indenture,

made the 24th day of July

nineteen hundred and fifty

Between THE SECOND METHODIST EPISCOPAL CHURCH OF WHITE PLAINS, NEW YORK, a religious corporation duly organized under the laws of the State of New York, having its principal office at North Lexington Avenue and Mott Street, White Plains, New York,

party of the first part, and

WHITE PLAINS HOUSING AUTHORITY, a public corporation having its principal place of business at 245 Grove Street, White Plains, New York,

party of the second part,

Witnesseth, that the party of the first part in consideration of Fifty-seven Hundred ($5,700.) Dollars lawful money of the United States, and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever, **All** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of White Plains, in the County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the southerly line of Fisher Avenue distant 60.25 feet from the point formed by the intersection of the southerly line of Fisher Avenue with the westerly line of Brookfield Street; running thence South 0 degrees 42 minutes West 73.70 feet to the northerly line of Lot #68 as laid down on a certain map entitled, "Map of Fisher Estate at White Plains, N. Y."; thence along the northerly line of said Lot #68, North 89 degrees 18 minutes West 29.88 feet; thence North 0 degrees 42 minutes East 71.06 feet to the southerly line of Fisher Avenue; thence north 85 degrees 39 minutes East 30 feet to the point or place of BEGINNING.

The said premises being designated Parcel No. 46 on the Parcel Map of the White Plains Housing Authority and being also designated as Block 20, Lot 19 B, on the tax map of the City of White Plains, New York.

SUBJECT TO THE FOLLOWING:

1. Any state of facts an accurate survey might show.

2. Building restrictions and regulations of the City of White Plains, New York and amendments thereto.

Together with all right, title and interest of the party of the first part of, in and to any land lying in the bed of Fisher Avenue in front of said premises to the center line thereof.

The within deed is made and executed pursuant to order of the Supreme Court, State of New York by Mr. Justice J. Gordon Flannery dated March 24, 1950 and filed in the Office of the Clerk of Westchester County on March 27, 1950 in proceeding entitled "In the matter of the application of The Second Methodist Episcopal Church of White Plains, New York for leave to sell certain of its real property."

Revenue Stamps Attached



Together with all right, title and interest of the party of the first part in and to the land lying in the streets and roads in front of and adjoining said premises.

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, its successors and assigns forever.

The party of the first part covenants that it 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 that it 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.

And the party of the first part covenants as follows:

FIRST.—That the party of the first part is seized of the said premises in fee simple, and has good right to convey the same.

SECOND.—That the party of the second part shall quietly enjoy the said premises.

THIRD.—That the said premises are free from incumbrances, except as aforesaid.

FOURTH.—That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH.—That the party of the first part will forever warrant the title to said premises.

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

THE SECOND METHODIST EPISCOPAL CHURCH OF WHITE PLAINS

Milton S. Thomas
Secretary

By Charles J. Kennedy
President

STATE OF NEW YORK, }
COUNTY OF WESTCHESTER } ss.:

On this 24th day of July, in the year nineteen hundred and fifty, before me personally came CHARLES J. KENNEDY to me known, who, being by me duly sworn, did depose and say that he resides at 33 Florence Avenue, White Plains, N. Y.; that he is the President of THE SECOND METHODIST EPISCOPAL CHURCH OF W. P. the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Seymour Robinowitz

SEYMOUR ROBINOWITZ
NOTARY PUBLIC
IN THE STATE OF NEW YORK
Appointed for Westchester County
Commission expires March 30, 1952

LIBER 4882 PAGE 28

0.00 B Exm — 00176 7-24-50

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording:
State Chg. ....
Folio Chg. 1.95
Filing Chg. ....
Gross Note ....
Certf. EXEMPT. BY SEC. of L. LAW
Postage ....
Total 1.95

Examined | Towns 1

Returned

The White Plains Housing Authority hereby requests that the within instrument be recorded witnout the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel

This instrument is exempt from recording fee.

JUL 24 1950

County Attorney
BY

John A Bracy
SR. ASST. CO. ATTY.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED July 24, 1950 at 2:59 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 30564 ROBERT J. FIELD, County Clerk.

23019

STATUTORY FORM C
1529—Bargain and Sale Deed. With Covenant against Grantor—Individual
Title Guarantee and Trust Company

C48

LIBER 4533 PAGE 412

THIS INDENTURE,

made the 12th day of April, one thousand nine hundred and fifty., between LILLIE JENNINGS, residing in Victoria, Virginia (no street or number); NANNIE WINFIELD, residing on Greenbriar Avenue (no number), Hampton, Virginia; RICHARD DINKINS, residing in Victotia Virginia, (no street or number) and JOHN DINKINS residing at 96 Valley Street, Tarrytown, New York residing at

, parties of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 245 Grove Street, White Plains, New York,

, party of the second part:

WITNESSETH, that the parties of the first part, in consideration of

TEN ($10,) dollars,

lawful money of the United States, and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, being the northerly Forty (40) feet of Lot Number Sixty (60) as designated on a map entitled, "Map of the Fisher Estate, at White Plains, N.Y." bounded as follows: BEGINNING at a point on the westerly side of Brookfield Street, in said City, where the northerly side of said Lot Sixty (60) adjoins Lot Sixty-one (61) on said map; thence westerly along said Lot Number Sixty-one (61) One Hundred and Fifty-one (151) feet, more or less, to Lot Number Seventy-three (73) on said map; thence southerly along said Lot Number Seventy-three (73) Forty (40) feet; thence easterly One Hundred and Fifty-one (151) feet, more or less, to the west side of Brookfield Street at a point Forty (40) feet south of the place of beginning; thence northerly along said Brookfield Street, Forty (40) feet to the place of beginning. Subject, however, to all the conditions of a perpetual right of way on the south side of the above premises as more fully described in a Deed from Francois Cordier and Fanny Cordier, his wife, to Julius Abramson and Ada A. Abramson, his wife, dated March 1, 1915, and recorded in the Westchester Co. Register's Office on April 26, 1915 in Liber 2080 of Deeds, page 486, and as per map made by J. Henry Carpenter, C.E., February 1915 and filed in the Westchester County Register's Office in Volume 42 of Maps, page 64 April 26, 1915.

TOGETHER with all the right, title and interest of the said parties of the first part of, in and to said right of way, viz., a perpetual right of way over a strip of land adjoining the southerly boundary of the land hereby conveyed, which perpetual right of way and strip of land is described in a certain instrument recorded in the office of the Register of the County of Westchester in Liber 2080 of conveyances at page 486.

Subject to any state of facts an accurate survey may show; covenants and restrictions of record and existing tenancies.

together with the appurtenances and all the estate and rights of the parties 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, its successors and assigns forever.



AND the parties of the first part covenant as follows:

FIRST.—That the parties of the first part have not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, the parties 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 that the parties of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

Richard Dinkins L.S.

IN PRESENCE OF:

Lillie Jennings L.S.

Edna C. Riddick — Nannie Winfield L.S.
(Witness)

Subscribing witness as to Richard Dinkins, Lillie Jennings and Nannie Winfield

Jaxton Jennings.

VIRGINIA
STATE OF ~~NEW YORK~~)
COUNTY OF ~~Kings~~ Elizabeth City) ss.:

On the 12 day of April, one thousand nine hundred and fifty, before me came RICHARD H. DINKINS, ~~[illegible]~~ and LILLIE JENNINGS,

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they executed the same.

Edna Mooney Riddick
Notary Public

My Commission Expires Mar. 6, 1954

LIBER 4938 PAGE 415

STATE OF ~~NEW YORK~~ Virginia }
COUNTY OF Elizabeth City

On the 12th day of April, one thousand nine hundred and fifty
before me came NANNIE WINFIELD

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Edna C. Riddick
Edna C. Riddick, Notary Public
My Commission expires May 8th, 1953

STATE OF NEW YORK }
COUNTY OF Westchester } ss.:

On the 20 day of April, one thousand nine hundred and fifty
before me came JASPER JENNINGS, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at 274 Brookfield St. in White Plains, N.Y.; that he knows Richard Dinkins, Lillie Jennings and Nannie Winfield to be the individuals described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw them execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

This Instrument is exempt from Recording Fee
County Attorney
By

Stephen R. J. Roach

STEPHEN R. J. ROACH
ATTORNEY & COUNSELLOR-AT-LAW
IN THE STATE OF NEW YORK
Appointed for Westchester County
Office & P.O. Address: 175 Main St., White Plains, N.Y.
Commission expires March 30, 1951

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS
Recording:
Stat'y Chg
Folio
Filing Chg.
Cross Refs.
Certif.
Mtge Tax
Total
RESERVE THIS SPACE FOR USE OF RECORDING OFFICE
Towns
Examined
Returned

0.00 B Exm — 12:28-50

Requested hereby made and this written instrument for record with the payment of recording fee pursuant to Section 52 of the Public Records Law.
John J. Dillon
Grantee

COMPARED
LIBER
PAGE

The foregoing instrument was endorsed for record as follows:
situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Dec. 28, 1950 at 10:36 AM at request of JOHN J. DILLON
FEE: $ EXEMPT No. 55220

The property affected by this instrument is

ROBERT J. FIELD, County Clerk.

09887

LIBER 4938 PAGE 416

STATUTORY FORM C
3529—Bargain and Sale Deed. With Covenant against Grantor—Individual
Title Guarantee and Trust Company

C48

THIS INDENTURE,

made the 3rd day of July, one thousand nine hundred and fifty, between ~~LILLIE JENNINGS, residing in Victoria, Virginia (no street or number); NANNIE WINFIELD, residing on Greenbriar Avenue (no number), Hampton, Virginia; RICHARD H. DINKINS, residing in Victoria Virginia, (no street or number) and~~ JOHN DINKINS, residing at 96 Valley Street, Tarrytown, New York

, party of the first part,

and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law, and having its principal place of business at No. 245 Grove Street, White Plains, New York,

, party of the second part:

WITNESSETH, that the party of the first part, in consideration of TEN

dollars,

and other valuable consideration
lawful money of the United States, paid

by the party of the second part, does hereby grant and release unto the party of the second part,

its successors and assigns forever.

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, being the northerly Forty (40) feet of Lot Number Sixty (60) as designated on a map entitled, "Map of the Fisher Estate, at White Plains, N.Y.", bounded as follows: BEGINNING at a point on the westerly side of Brookfield Street, in said City, where the northerly side of said Lot Sixty (60) adjoins Lot Sixty-one (61) on said map; thence westerly along said Lot Number Sixty-one (61) One Hundred and Fifty-one (151) feet, more or less, to Lot Number Seventy-three (73) on said map; thence southerly along said Lot Number Seventy-three (73) Forty (40) feet; thence easterly One Hundred and Fifty-one (151) feet, moreor less, to the west side of Brookfield Street at a point Forty (40) feet south of the place of beginning; thence northerly along said Brookfield Street, Forty (40) feet to the place of beginning. Subject, however, to all the conditions of a perpetual right of way on the south side of the above premises as more fully described in a Deed from Francois Cordier and Fanny Cordier, his wife, to Julius Abramson and Ada A. Abramson, his wife, dated March 1, 1915, and recorded in the Westchester Co. Register's Office on April 26, 1915 in Liber 2080 of Deeds, page 486, and as per map made by J. Henry Carpenter, C.E., February 1915 and filed in the Westchester County Register's Office in Volume 42 of Maps, page 64 April 26, 1915.

TOGETHER with all the right, title and interest of the said parties of the first part of, in and to said right of way.

Said premises are also known as 274 Brookfield Street, White Plains, New York and known on the White Plains Tax assessment map as Lot 28, Block 20, Ward 3.

Subject to any state of facts an accurate survey may show; covenants and restrictions of record and existing tenancies.

The aforesaid right of way is a perpetual right of way over a strip of land adjoining the southerly boundary of the land hereby conveyed, which perpetual right of way and strip of land is described in a certain instrument recorded in the office of the Register of the County of Westchester in Liber 2080 of conveyances at page 486.

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, its successors and assigns forever.

AND the party of the first part covenant as follows:

FIRST.—That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND.—That, in compliance with Section 13 of the Lien Law, 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 that the part of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

IN PRESENCE OF:

H. E. Maxwell

John Winning L.S.

L.S.

L.S.





LIBER 4938 PAGE 418

STATE OF NEW YORK
COUNTY OF West. } ss.:

On the 3rd day of July , one thousand nine hundred and fifty

before me came JOHN DINKINS

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

HERBERT K. MORELLI,
Notary Public in the State of New York
Appointed for Westchester County
Commission Expires March 30, 1951

NOTARY PUBLIC STATE OF NEW YORK

This instrument is exempt from recording fee.

County Attorney
By

12/28/50

0.00 B Exm — 12-28-50

FOR USE OF RECORDING OFFICE
Recording:
State
Police
Filing
Cross Index
Certified Copy
Mortgage
Total

Examined

Returned

Request is hereby made that the within instrument be recorded without the payment of recording fee pursuant to Section 317 of the Public Housing Law.

John J. Dillon
Colonel

COMPARED

LIBER

PAGE

PERSONS IN COUNTY CLERK'S OFFICE NOT TO WRITE IN THIS SPACE

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS.
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Dec. 28, 1950 at 10:36 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 55219

ROBERT J. FIELD, County Clerk.

09667

STATUTORY FORM B
3527* 6-49 Bargain and Sale Deed, Without Covenant against Grantor—Individual
Title Guarantee and Trust Company

LIBER 4950 PAGE 288

Revenue Stamps Attached $2.25

THIS INDENTURE,

made the 10th day of January one thousand nine hundred and fifty-one, between Bessie Rubensky

residing at 3 Winthrop Avenue
White Plains, New York

, party of the first part,

and

White Plains Housing Authority, a public corporation established pursuant to law, and having its principal place of business at No. 223 Grove Street, White Plains, New York,

, party of the second part:

WITNESSETH, that the party of the first part, in consideration of

SEVEN THOUSAND TWO HUNDRED ($7200.00) dollars,

lawful money of the United States, paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever.

ALL that lot or parcel of land, with the buildings and improvements thereon, in the City of White Plains, in the County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the southerly line of Fisher Avenue distant 120.25 feet westerly from the point formed by the intersection of the southerly line of Fisher Avenue with the westerly line of Brookfield Street; running thence South 0 degrees 42 minutes West 68.42 feet to the northerly line of Lot #68 as laid down on a certain map entitled, "Map of Fisher Estate at White Plains, New York"; thence along the northerly line of said Lot #68 North 89 degrees 18 minutes West 29.95 feet to the easterly line of Lot No. 82 as laid down on said map; thence North 0 degrees 45 minutes East along the easterly line of said Lot #82 65.78 feet to the southerly line of Fisher Avenue; thence North 85 degrees 39 minutes East 30 feet to the point or place of BEGINNING.

The said premises being designated Parcel No. 48 on the Parcel Map of the White Plains Housing Authority and being also designated as Block 20, Lot 19, on the tax map of the City of White Plains, New York.

Subject to:

1. Building restrictions and regulations of the City of White Plains, New York, and amendments and additions thereto now in force.
2. Any state of facts an accurate survey might show providing the same does not render the title unmarketable.

The above described premises are the same premises conveyed to Bessie Rubensky by deed dated June 1, 1923, and recorded June 1, 1923, in Liber 2434 of Conveyances, page 30.

TOGETHER with all the right, title and interest, if any, of the party of the first part of, 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, its successors and assigns forever.

AND the party of the first part covenants as follows:

That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

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 that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

IN PRESENCE OF:

Joseph M. Vucker

Bessie Rubensky (L.S.)



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

On the 10th day of January, one thousand nine hundred and fifty-one, before me came BESSIE RUBENSKY

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

Joseph M. Vucker

JOSEPH M. VUCKER
Notary Public in the State of New York
Appointed for Westchester County
Expires March 30, 1951

LIBER 4950 PAGE 290

This instrument is exempt from recording fee.

County Attorney

By

0.00 B Exm

2-2-51

RESERVE THIS SPACE
FOR USE OF RECORDING OFFICE
WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording:
Stat'y Chg.
Folio Chg.
Filing Chg.
Cross Ref.
Certif.
Postage
Total

Towns

Examined

Returned

EXEMPT UNDER SEC. LAW

The White Plains Housing Authority hereby requests that the within instrument be recorded without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

Counsel

COMPARED

LIBER

PAGE

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Feb. 2, 1951 at 3:25 PM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 4431 ROBERT J. FIELD, County Clerk.

09897

STATUTORY FORM DD.
3533—Quitclaim Deed—Corporation—839

LIBER 4961 PAGE 349

THIS INDENTURE,

made the 29th day of January one thousand nine hundred and fifty-one, between THE CITY OF WHITE PLAINS, a municipal corporation located in the county of Westchester and state of New York,

party of the first part, and WHITE PLAINS HOUSING AUTHORITY, a public corporation which is a corporate governmental agency organized pursuant to the laws of the State of New York, to accomplish the purposes specified in Article XVIII of the Constitution of the State of New York, having its office and principal place of business at No. 223 Grove Street in The City of White Plains, county of Westchester and state of New York,

party of the second part;

WITNESSETH, that the party of the first part, in consideration of - - - - - - - - - - - - ONE AND 00/100 - - - - - - - - - - - - - - - - dollars lawful money of the United States,

paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, its successors and assigns forever,

ALL that certain plot, piece or parcel of land situate, lying and being in The City of White Plains, county of Westchester and state of New York, being a portion of the highway in the said city known as Brookfield Street, being bounded and described as follows:

BEGINNING at a point formed by the intersection of the Southerly side of Fisher Avenue with Easterly side of Brookfield Street; thence South 9° 42' 30" East along the Easterly side of Brookfield Street 553.00 feet; thence across Brookfield Street South 80° 17' 30" West 50.00 feet to the Westerly side of Brookfield Street; thence North 9° 42' 30" West along the Westerly side of Brookfield Street 552.84 feet to the Southerly side of Fisher Avenue; thence North 80° 07' 00" East across Brookfield Street and along the Southerly side of Fisher Avenue 50.00 feet to the point or place of beginning.

Reserving the right to the party of the first part to forever maintain, repair, enlarge, relocate or reconstruct the sanitary sewers, storm water drains, manholes, water mains, gates and hydrants in, under and through the parcel hereby conveyed; upon the express condition, however, that nothing herein contained shall be in any wise construed to vest in the party of the first part the right or privilege of fencing the said strip of land or building thereon any building or structure other than those that may be necessary for temporary use in constructing, reconstructing, repairing or keeping in repair the sanitary sewer, storm water sewer or water distribution systems of the party of the first part and upon the further condition that the party of the first part, after the completion of the construction, reconstruc tion, repair

or keeping in repair the said sanitary sewer, storm water sewer or water distribution systems through said tract of land shall and will restore the surface of the ground as nearly as possible to its former condition.

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, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

THE CITY OF WHITE PLAINS

By: Edwin G. Michaelian
Mayor

ATTEST:

Marjorie W. Kane
City Clerk

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

On the 29th day of January, one thousand nine hundred and fifty-one, before me came EDWIN G. MICHAELIAN, to me known, who, being by me duly sworn, did depose and say that he resides at 24 Cottage Place in White Plains, N. Y.; that he is the Mayor of THE CITY OF WHITE PLAINS the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Common Council of said corporation, and that he signed his name thereto by like order.

John H. Sheeron

JOHN H. SHEERON
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 1953

LIBER 4951 PAGE 351

0.00 B Exm — 00202 2-6-51

RESERVE THIS SPACE
FOR USE OF RECORDING OFFICE
WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Recording:
Stat'y Chg.
Folio Chg.
Filing Chg.
Cross Ref.
Certf.
Postage
Total

Towns

Examined

Returned

EXEMPT UT SEC. 8 of LAW

The White Plains Housing Authority hereby requests that the within instrument be recorded without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

Counsel

COMPARED

LIBER

PAGE

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Feb. 6, 1951 at 3:30 P. M. at request of JOHN J. DILLON

FEE: $ EXEMPT No. 4927 ROBERT J. FIELD, County Clerk.

09697

008982154

Standard N.Y.B.T.U. Form 8009 • 9-73-3M—Quitclaim Deed—Individual or Corporation.

LIBER 7768 PAGE 70

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 19th day of May , nineteen hundred and eighty-two

BETWEEN THE CITY OF WHITE PLAINS, a municipal corporation located in the County of Westchester, State of New York,

party of the first part, and WHITE PLAINS HOUSING AUTHORITY, a public corporation with offices at 223 Grove Street, White Plains, New York,

JUN - 3 1982

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE and 00/100 ($1.00)----------

----------dollars,

lawful money of the United States, paid

by the party of the second part, does hereby remise, release and quitclaim 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 or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the City of White Plains, county of Westchester and state of New York known as Parcel A, Parcel C and Parcel 11, on a map entitled, "Map showing lands to be acquired by The City of White Plains for the laying out and widening of Fisher Avenue and Quarropas Street from Bank Street to Grand Street situated in the City of White Plains, Westchester County, New York", made by James W. Delano, surveyor, White Plains, New York, dated October 5, 1981, and filed in the Westchester County Clerk's Office, Division of Land Records on December 7, 1981 as Map No. 20811.

Reserving, however, to The City of White Plains a permanent easement for water pipes, fire alarm conduit and appurtenances thereto, storm water drains, sanitary sewers and any other utilities to the extent that the same may now be located therein, including the right to repair, replace, maintain and install the same.

Reserving also, easements for gas mains and electrical conduits for public utilities, to the extent that the same are now located therein and including the right to repair the same and to maintain the same until directed by the Commissioner of Public Works to remove and relocate said gas mains and electrical conduits for city or school purposes.

The said easements herein reserved by the party of the first part shall be used solely for the purpose of repairing, replacing and maintaining the said utilities contained therein and for ingress and egress to and from the sites thereof and in the event that the repair or replacement of the said utilities requires the removal or disturbance of any of the improvements, structures of facilities erected and installed by the Party of the Second Part, the same shall be restored and replaced by the Party of the First Part at its sole cost and expense, to nearly the same condition in which they existed prior to the start and commencement of the work of such repair and replacement.

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.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

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

IN PRESENCE OF:

THE CITY OF WHITE PLAINS,

By _____
Commissioner of Public Works
Samuel Bartholomew

RECEIVED
$ Exempt
REAL ESTATE
JUN 3 - 1982
10316
TRANSFER TAX
WESTCHESTER
COUNTY

LIBER 7768 PAGE 72

STATE OF NEW YORK, COUNTY OF ss:

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss:

On the 19 day of MAY 1982 before me personally came Samuel Bartholomew to me known, who, being by me duly sworn, did depose and say that he resides at No. 38 Cummings Avenue White Plains, New York 10604 ; that he is the Commissioner of Public Works of The City of White Plains , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

Anthony J. Grant
ANTHONY J. GRANT
Notary Public, State of New York
No. 4xxx22
Qualified in Westchester County
Term Expires March 30, 1983

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ; that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Quitclaim Deed

TITLE NO.

THE CITY OF WHITE PLAINS

TO

WHITE PLAINS HOUSING AUTHORITY

SECTION (NOW PART OF FISHER AVENUE EASEMENT - WILL BE KNOWN ON 1983 TAX ROLLS AS WARD 3, BLOCK 19A, LOT 1B)
BLOCK
LOT
COUNTY OR TOWN

Recorded At Request of The Title Guarantee Company

RETURN BY MAIL TO:

ALONZO J. DRUMMOND, ESQ.
40 Church Street
White Plains, New York 10601

Zip No.

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
TITLE GUARANTEE-NEW YORK
A TICOR COMPANY

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

000 B Exm— 00009 6--3-82

RECORDED WHITE PLAINS 82 JUN -3 AM 10:07

19077

Exempt

THIS INSTRUMENT IS EXEMPT FROM RECORDING OR FILING FEES PURSUANT TO LAW.

Denise J. Rubinson
Deputy Assistant County Attorney

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED

recorded JUNE 3, 1982 at 10:07 AM

GEORGE R. MORROW, County Clerk.

Standard N.Y.B.T.U. Form 8006 • 10-74-3M – Bargain and Sale Deed, without Covenant against Grantor's Acts – Individual or Corporation

LIBER 7795 PAGE 473

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 15 day of October , nineteen hundred and eighty-two

BETWEEN THE CITY OF WHITE PLAINS, a municipal corporation located in the County of Westchester, State of New York,

party of the first part, and WHITE PLAINS HOUSING AUTHORITY, a public corporation with offices at 223 Grove Street, White Plains, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE and 00/100 ($1.00)------

----------dollars,

lawful money of the United States, 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 or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the City of White Plains, County of Westchester and state of New York, with the improvements thereon, bounded and described as follows:

BEGINNING at a point on the Westerly side of Brookfield Street, said point being distant 157.68 feet Northerly along said Westerly side of Brookfield Street from a point formed by the intersection of the Westerly side of Brookfield Street with the present line of New York Post Road; thence running through land of the White Plains Housing Authority the following courses and distances N 60° 42' 30" W 60.00 ft., S 80° 17' 30" W 32.82 ft., N 4° 56' 30" W 94.46 ft., N 45° 46' 30" W 78.84 ft., N 46° 46' 10" E 141.38 ft., S 75° 18' 00" E 11.52 ft., S 26° 37' 10" E 136.37 ft., S 9° 42' 30" E 106.70 ft., S 80° 17' 30" W 50.00 ft., and S 9° 42' 30" E 31.76 ft. to the point or place of beginning containing an area of 0.64159 acres.

Reserving, however, to The City of White Plains a permanent easement for water pipes, fire alarm conduit and appurtenances thereto, storm water drains, sanitary sewers and any other utilities to the extent that the same may now be located therein, including the right to repair, replace, maintain and install the same.

Reserving also, easements for gas mains and electrical conduits for public utilities, to the extent that the same are now located therein and including the right to repair the same and to maintain the same until directed by the Commissioner of Public Works to remove and relocate said gas mains and electrical conduits for city or school purposes.

003582302

LIBER 7795 PAGE 474

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.

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.

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

IN PRESENCE OF:

THE CITY OF WHITE PLAINS

By _____
Samuel J. Bartholomew
Commissioner of Public Works

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

Exempt
REAL ESTATE
OCT 29 1982
TRANSFER TAX
WESTCHESTER
COUNTY
3421

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss:

On the 15 day of October, 1982, before me personally came Samuel Bartholomew to me known, who, being by me duly sworn, did depose and say that he resides at No. 38 Cummings Avenue, White Plains, New York 10604 ; that he is the Commissioner of Public Works of The City of White Plains, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Anthony J. Grant

ANTHONY J. GRANT
Notary Public, State of New York
No. 4506670
Qualified in Westchester County
Term Expires March 30, 1983

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Bargain and Sale Deed

WITHOUT COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

THE CITY OF WHITE PLAINS

TO

WHITE PLAINS HOUSING AUTHORITY

SECTION Ward 3
BLOCK 19A
LOT 1-A
COUNTY OR TOWN of Westchester
City of White Plains

Recorded At Request of The Title Guarantee Company

RETURN BY MAIL TO:

ALONZO J. DRUMMMOND, ESQ.
40 Church Street
White Plains, New York 10601

Zip No.

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
TITLE GUARANTEE-NEW YORK
A TICOR COMPANY

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

39870

THIS INSTRUMENT IS EXEMPT FROM RECORDING OR FILING FEES PURSUANT TO LAW.

Assistant
Deputy County Attorney

The foregoing instrument was endorsed for record as follows:
The property affected by this instrument is situate in the
CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original
DEED
recorded in the Division of Land Records of the County Clerk's
Office of Westchester County on Oct. 29, 1982
as # 9 8354 M in Liber 7795 Page 473 of Deeds.
Witness my hand and Official Seal

George R. Morrow
County Clerk

THIS INDENTURE, made the 2nd day of July Nineteen hundred and fifty-one between THE BETHEL BAPTIST CHURCH OF WHITE PLAINS, N.Y., a corporation organized under the laws of the State of New York and having its principal place of business at Fisher Avenue and Winchester Street, White Plains, N.Y., party of the first part, and WHITE PLAINS HOUSING AUTHORITY, a public corporation established pursuant to law and having its principal place of business at 223 Grove Street, White Plains, N.Y., party of the second part,

WITNESSETH, that the party of the first part in consideration of One Dollar, lawful money of the United States, and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, and assigns forever,

The three story frame apartment building, exclusive of the land on which it is erected, located on the southerly side of Fisher Avenue, on the front or northerly portion of a plot of land approximately 26 feet in width by 100 feet in depth, lying approximately 48 feet west of the intersection of the southerly side of Fisher Avenue with the westerly side of Winchester Street, in the City of White Plains, County of Westchester and State of New York, which premises are designated as Block 19, Lot 11-B on the Tax Map of the City of White Plains, New York.

The seller further hereby grants to the purchaser the right to enter upon the premises and to demolish said structure to the existing grade of the land upon which it is located. The demolition shall be at the sole cost and expense of the White Plains Housing Authority, and upon the completion thereof said White Plains Housing Authority will fill all basement or other excavation with earth, plaster, brick, masonry or other suitable material to meet adjoining existing grade unless otherwise agreed upon by the parties hereto in writing.

TO HAVE AND TO HOLD the premisee herein granted unto the party of the second part, and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized representatives the day and year first above written.



THE BETHEL BAPTIST CHURCH OF WHITE PLAINS, N.Y.,

By:

John Andrew Wren L.S.

Howard Johnson L.S.

Anderson C. Moore L.S.

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

On this 27th day of July, in the year Nineteen hundred and fifty-one, before me personally came JOHN ANDREW WREN, HOWARD JOHNSON and ANDERSON C. MOORE, to me known, who being by me duly sworn, did depose and say that they reside respectively at 8 Carlton Street, White Plains, N.Y.; 331 Saxon Woods Road, Scarsdale, N.Y. and 156 Oakly Avenue, White Plains, N.Y.; that they are the Trustees of THE BETHEL BAPTIST CHURCH OF WHITE PLAINS, N.Y., the corporation described in and which executed the above instrument; that they know the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Trustees of said corporation, and that they severally signed their names thereto by like order.

Joseph Vohnout

JOSEPH VOHNOUT
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 19[illegible]

This instrument is exempt from recording fee.

County Attorney

9/5/51 By Arthur D. Comwick
Asst. Co. Atty.

The White Plains Housing Authority hereby requests that the within instrument be recorded without the payment of recording fees pursuant to Section 52 of the Public Housing Law.

John J. Dillon
Counsel

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED
RECORDED Sept. 5, 1951 at 10:50 AM at request of JOHN J. DILLON

FEE: $ EXEMPT No. 33627 ROBERT J. FIELD, County Clerk.

24541

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.

661203495DED0010

Westchester County Recording & Endorsement Page

Submitter Information

Name:	Stewart Title Guaranty Company	Phone:	914-993-9393
Address 1:	711 Westchester Avenue, Ste 302	Fax:	914-997-1698
Address 2:		Email:	nymetrorecordings@stewart.com
City/State/Zip:	White Plains NY 10604	Reference for Submitter:	2774498/81340588

Document Details

Control Number: **661203495** Document Type: **Deed (DED)**

Package ID: 2026043000201001001 Document Page Count: **4** Total Page Count: **5**

Parties

☐ Additional Parties on Continuation page

1st PARTY		2nd PARTY	
1: WHITE PLAINS CITY OF	- Other	1: EAST POST ROAD LLC	- Other
2:		2:	

Property

☐ Additional Properties on Continuation page

Street Address: N/A BROOKFIELD STREET Tax Designation: 130.27-2-adj 4

City/Town: WHITE PLAINS Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee:	$40.00
Page Fee:	$25.00
Cross-Reference Fee:	$0.00
Mortgage Affidavit Filing Fee:	$0.00
RP-5217 Filing Fee:	$250.00
TP-584 Filing Fee:	$5.00
RPL 291 Notice Fee:	$0.00
Local Tax Receipt Filing Fee:	$0.00
Total Recording Fees Paid:	**$320.00**

Transfer Taxes

Consideration:	$20,000.00
Transfer Tax:	$80.00
Mansion Tax:	$0.00
Transfer Tax Number:	19717

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: 05/12/2026 at 02:54 PM

Control Number: **661203495**

Witness my hand and official seal

Thomas M. Roach
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Sean P Leyden, Esq
Garfunkel Wild P.C.
900 Stewart Avenue, 4th Floor
Great Neck, NY 11530

813405 88

THIS INDENTURE, made as of the 4th day of May, two thousand and twenty-six

BETWEEN

THE CITY OF WHITE PLAINS, a municipal corporation having a principal place of business at 255 Main Street, White Plains, New York

party of the first part, and

EAST POST ROAD LLC, a New York limited liability company having a principal place of business at 41 East Post Road, White Plains, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars ($10.00) paid by the party of the second part, does hereby remise, release and quitclaim 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 or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of White Plains, Westchester County and State of New York, bounded and described as follows:

(SEE SCHEDULE A DESCRIPTION ATTACHED)

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 an easement in favor of the party of the first part in and to the premises permitting the party of the first part to maintain certain utility installed within the premises. This easement shall terminate at such time as such existing utilities have been relocated pursuant to the terms and conditions of a certain easement agreement given by the party of the second part and 34 EPR, LLC to the party of the second part and executed on a date even with this indenture.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

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

IN PRESENCE OF:

THE CITY OF WHITE PLAINS

By: _____
Justin C. Brasch
Mayor

Acknowledged:
EAST POST ROAD LLC

By: _____
Joseph Guarracino
Authorized Signatory

Approved:

_____
Senior Assistant Corporation Counsel

SCHEDULE A – DESCRIPTION

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

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF NEW YORK POST ROAD (A.K.A. EAST POST ROAD, A.K.A. NEW YORK STATE ROAD 22, VARIABLE WIDTH RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY LINE OF WINCHESTER STREET (50-FEET WIDE RIGHT OF WAY);

THENCE WESTERLY, ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID NEW YORK POST ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 49 DEGREES 26 MINUTES 24 SECONDS WEST, A DISTANCE OF 126.87 FEET TO A POINT;

2. THENCE, SOUTH 49 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 221.89 FEET TO A POINT AT THE SOUTHEASTERLY END OF A CURVE TO THE RIGHT, CONNECTING THE NORTHERLY RIGHT OF WAY LINE OF SAID NEW YORK POST ROAD WITH THE EASTERLY RIGHT OF WAY LINE OF BROOKFIELD STREET (50-FEET WIDE RIGHT OF WAY), BEING THE POINT OF BEGINNING.

THENCE SOUTHWESTERLY, CONTINUING ALONG THE NORTHERLY LINE OF SAID NEW YORK POST ROAD, SOUTH 49 DEGREES 43 MINUTES 48 SECONDS WEST, A DISTANCE OF 71.99 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF SAID BROOKFIELD STREET;

THENCE NORTHWESTERLY, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID BROOKFIELD STREET, NORTH 09 DEGREES 48 MINUTES 25 SECONDS WEST, A DISTANCE OF 189.44 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE SAID BROOKFIELD STREET, ON THE SOUTH, AND LOT 1.1, BLOCK 7, SECTION 125.83 (LANDS NOW OR FORMERLY OF WHITE PLAINS HOUSING AUTHORITY), ON THE NORTH;

THENCE NORTHEASTERLY, ALONG SAID DIVISION LINE, NORTH 80 DEGREES 11 MINUTES 35 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID BROOKFIELD STREET;

THENCE SOUTHEASTERLY, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID BROOKFIELD STREET, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 09 DEGREES 48 MINUTES 25 SECONDS EAST, A DISTANCE OF 146.00 FEET TO A NON-TANGENT CURVE TO THE LEFT;

2. THENCE NORTHEASTERLY, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 8.40 FEET, A CENTRAL ANGLE OF 111 DEGREES 45 MINUTES 16 SECONDS, A CHORD BEARING AND DISTANCE OF NORTH 69 DEGREES 51 MINUTES 03 SECONDS EAST, 13.91 FEET, FOR AN ARC DISTANCE OF 16.38 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 8,785 SQUARE FEET OR 0.202 ACRES OF LAND, MORE OR LESS.

THE ABOVE-DESCRIBED PARCEL MAY BE SUBJECT TO RESTRICTIONS, COVENANTS AND/OR EASEMENTS EITHER WRITTEN OR IMPLIED.

THE ABOVE DESCRIPTION IS WRITTEN IN ACCORDANCE WITH A MAP ENTITLED "TAX LOT SURVEY 130.27, BLOCK 2, LOT 5 AND BROOKFIELD STREET 26 EAST POST ROAD & BROOKLYN STREET CITY OF WHITE PLAINS, WESTCHESTER COUNTY STATE OF NEW YORK", PREPARED BY CONTROL POINT ASSOCIATES INC PC, DATED 12-22-2025, LAST REVISED 01-08-2026 (REVISION 1).

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

On the 4th day of May, 2026 before me, the undersigned, personally appeared Justin C. Brasch personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

MICHAEL J KELLY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02KE6284494
Qualified in Dutchess County
Commission Expires August 04, 2029

The Premises affected by this Instrument is located in:

Section	130.27
Block	2
Lot	Adj. to 4
County ~~or Town~~:	City of White Plains County of Westchester

TITLE NO. 8134058

Record and Return to:

Sean P. Leyden, Esq.
Garfunkel Wild, P.C.
900 Stewart Avenue, 4th Floor
Garden City, New York 11530

008982154

Standard N.Y.B.T.U. Form 8009 • 9-73-3M—Quitclaim Deed—Individual or Corporation.

LIBER 7768 PAGE 70

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 19th day of May , nineteen hundred and eighty-two

BETWEEN THE CITY OF WHITE PLAINS, a municipal corporation located in the County of Westchester, State of New York,

party of the first part, and WHITE PLAINS HOUSING AUTHORITY, a public corporation with offices at 223 Grove Street, White Plains, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE and 00/100 ($1.00)----------

----------dollars,

lawful money of the United States, paid

by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

TAX STAMPS JUN - 3 1982 ATTACHED

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of White Plains, county of Westchester and state of New York known as Parcel A, Parcel C and Parcel 11, on a map entitled, "Map showing lands to be acquired by The City of White Plains for the laying out and widening of Fisher Avenue and Quarropas Street from Bank Street to Grand Street situated in the City of White Plains, Westchester County, New York", made by James W. Delano, surveyor, White Plains, New York, dated October 5, 1981, and filed in the Westchester County Clerk's Office, Division of Land Records on December 7, 1981 as Map No. 20811.

Reserving, however, to The City of White Plains a permanent easement for water pipes, fire alarm conduit and appurtenances thereto, storm water drains, sanitary sewers and any other utilities to the extent that the same may now be located therein, including the right to repair, replace, maintain and install the same.

Reserving also, easements for gas mains and electrical conduits for public utilities, to the extent that the same are now located therein and including the right to repair the same and to maintain the same until directed by the Commissioner of Public Works to remove and relocate said gas mains and electrical conduits for city or school purposes.

The said easements herein reserved by the party of the first part shall be used solely for the purpose of repairing, replacing and maintaining the said utilities contained therein and for ingress and egress to and from the sites thereof and in the event that the repair or replacement of the said utilities requires the removal or disturbance of any of the improvements, structures of facilities erected and installed by the Party of the Second Part, the same shall be restored and replaced by the Party of the First Part at its sole cost and expense, to nearly the same condition in which they existed prior to the start and commencement of the work of such repair and replacement.

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.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

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

IN PRESENCE OF:

THE CITY OF WHITE PLAINS

By _____
Commissioner of Public Works
Samuel Bartholomew

RECEIVED
REAL ESTATE
JUN 3 - 1982
TRANSFER TAX
WESTCHESTER
COUNTY
10316

LIBER 7768 PAGE 72

STATE OF NEW YORK, COUNTY OF SS:

STATE OF NEW YORK, COUNTY OF WESTCHESTER SS:

On the 19 day of MAY 1982 before me personally came Samuel Bartholomew to me known, who, being by me duly sworn, did depose and say that he resides at No. 38 Cummings Avenue White Plains, New York 10604 ; that he is the Commissioner of Public Works of The City of White Plains , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

ANTHONY B. PICARI
Notary Public, State of New York
No. 4xxxxx
Qualified in Westchester County
Term Expires March 30, 19xx

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ; that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Quitclaim Deed

TITLE NO.

THE CITY OF WHITE PLAINS

TO

WHITE PLAINS HOUSING AUTHORITY

SECTION (NOW PART OF FISHER AVENUE EASEMENT -
BLOCK WILL BE KNOWN ON 1983 TAX ROLLS
LOT AS WARD 3, BLOCK 19A, LOT 1B)

COUNTY OR TOWN

Recorded At Request of The Title Guarantee Company

RETURN BY MAIL TO:

ALONZO J. DRUMMOND, ESQ.
40 Church Street
White Plains, New York 10601

Zip No.

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
TITLE GUARANTEE NEW YORK
A TICOR COMPANY

0.00 B Exm — 00009 6-3-82

RECORDED
WESTCHESTER COUNTY CLERK
'82 JUN -3 AM 10:07

19077
82154089

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

THIS INSTRUMENT IS EXEMPT FROM RECORDING OR FILING FEES PURSUANT TO LAW.

Denise J. Drummond
Deputy Assistant
County Attorney

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS
County of Westchester, N. Y. A true copy of the original DEED

recorded JUNE 3, 1982 at 10:07 AM

GEORGE R. MORROW, County Clerk.

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.

661243623DED001X

Westchester County Recording & Endorsement Page

Submitter Information

Name:	Stewart Title Guaranty Company	Phone:	914-993-9393
Address 1:	711 Westchester Avenue, Ste 302	Fax:	914-997-1698
Address 2:		Email:	nymetrorecordings@stewart.com
City/State/Zip:	White Plains NY 10604	Reference for Submitter:	2716215/ 71342492 34 EPR

Document Details

Control Number: **661243623**

Document Type: **Deed (DED)**

Package ID: 2026050400269001001

Document Page Count: **4**

Total Page Count: **5**

Parties

☐ Additional Parties on Continuation page

1st PARTY		2nd PARTY	
1: 34 EPR LLC	- Other	1: EAST POST ROAD LLC	- Other
2:		2:	

Property

☐ Additional Properties on Continuation page

Street Address: 34 E POST RD

Tax Designation: 130.27-2-4

City/Town: WHITE PLAINS

Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee:	$40.00
Page Fee:	$25.00
Cross-Reference Fee:	$0.00
Mortgage Affidavit Filing Fee:	$0.00
RP-5217 Filing Fee:	$250.00
TP-584 Filing Fee:	$5.00
RPL 291 Notice Fee:	$0.00
Local Tax Receipt Filing Fee:	$0.00
Total Recording Fees Paid:	**$320.00**

Transfer Taxes

Consideration:	$0.00
Transfer Tax:	$0.00
Mansion Tax:	$0.00
Transfer Tax Number:	19592

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: 05/08/2026 at 02:39 PM

Control Number: **661243623**

Witness my hand and official seal

Thomas M. Roach
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Sean P Leyden, Esq
Garfunkel Wild P.C.
900 Stewart Avenue, 4th Floor
Great Neck, NY 11530

71342492

WARRANTY DEED

With Full Covenants

---

34 EPR, LLC, a New York limited liability company

TO

East Post Road LLC, a New York limited liability company

PREMISES:
34 East Post Road,
White Plains, New York 10601

SECTION:	**130.27**
BLOCK:	**2**
LOT:	**4**
COUNTY:	**WESTCHESTER**

RECORD AND RETURN TO:

GARFUNKEL WILD, P.C.
900 STEWART AVENUE, 4TH FL
GARDEN CITY, NEW YORK 11530
ATTN: SEAN P. LEYDEN, ESQ.

THIS INDENTURE, made as of the 6th day of May, Two Thousand Twenty-Six

BETWEEN

34 EPR, LLC, a New York limited liability company, having an address at 41 East Post Road, White Plains, NY 10601

parties of the first part, and

East Post Road LLC, having an address at 41 East Post Road, White Plains, NY 10601,

parties of the second part.

WITNESSETH, that the party of the first part, in consideration of Ten Dollars 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 or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the:

See Attached Schedule "A" Legal Description.

SAID PREMISES being known as 34 East Post Road, White Plains, New York 10601.

BEING and intended to be the same premises conveyed to the party of the first part by deed dated September 9, 2022, and recorded on September 15, 2022, in the Office of the Westchester County Clerk's, as Control Number 622493240.

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.

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same, that the party of the second part shall quietly enjoy the said premises; that the said premises are free from encumbrances, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

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 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.

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

EAST POST ROAD, LLC, a New York limited liability company

By: _____
Name: Joseph Guarancino
Title: Authorized Signatory

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

On the 05 day of May, 2026, before me, the undersigned, personally appeared **Joseph Guarancino** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

JESSICA LYNN STRAWBRIDGE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST6405431
Qualified in Westchester County
Commission Expires March 9, 2028

Jessica Lynn Strawbridge
Notary Public State of New York
Registration No 01ST6405431
Qualified in Westchester County
Commission Expires March 9, 2028

SCHEDULE A

LEGAL DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of White Plains, County of Westchester, and State of New York, being part of Lots 1 and 2 as shown on a certain map entitled, "Map of Lots belonging to Richard Manney in the City of White Plains," as filed in the Office of the Register for the County of Westchester on 12/24/1885 in Vol 6 of Maps at page 57, which said parts of lots when taken together are bounded and described as follows:

BEGINNING at a point on the easterly side of Brookfield Street at the northerly end of the arc of the curve which connects the easterly side of Brookfield Street with the northwesterly side of the New York Post Road;

THENCE North 0 degrees 51 minutes 00 seconds West, along the easterly side of Brookfield Street, 146.00 feet (deed) (North 09 degrees 49 minutes 25 seconds West, 146.00, State Plane, as measured);

THENCE North 89 degrees 09 minutes 00 seconds East, 63.47 feet (deed) (North 80 degrees 11 minutes 35 seconds East, 63.47 State Plane, as measured);

THENCE South 23 degrees 15 minutes 00 seconds East, 106.71 feet (deed) (South 32 degrees 12 minutes 25 seconds East 106.74 feet, State Plane, as measured) to the northwesterly side of the New York Post Road;

THENCE South 58 degrees 39 minutes 00 seconds West along the said northwesterly side of the New York Post Road, 106.85 feet (deed) (South 49 degrees 41 minutes 35 seconds West, 106.85 feet, State Plane, as measured) to the easterly end of the curve, first above mentioned;

THENCE southwesterly, westerly, northwesterly and northerly along the arc of said curve, bearing to the right, having a radius of 8.40 feet; a distance of 16.82 feet to the northerly end thereof, to the point or place of BEGINNING.

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.

661203484DED001Y

Westchester County Recording & Endorsement Page

Submitter Information

Name:	Stewart Title Guaranty Company	Phone:	914-993-9393
Address 1:	711 Westchester Avenue, Ste 302	Fax:	914-997-1698
Address 2:		Email:	nymetrorecordings@stewart.com
City/State/Zip:	White Plains NY 10604	Reference for Submitter:	2923579/71364845

Document Details

Control Number: **661203484** Document Type: **Deed (DED)**

Package ID: 2026043000196001001 Document Page Count: **6** Total Page Count: **8**

Parties

☐ Additional Parties on Continuation page

1st PARTY		2nd PARTY	
1: WHITE PLAINS URBAN RENEWAL AGENCY	- Other	1: EAST POST RD LLC	- Other
2:		2:	

Property

☑ Additional Properties on Continuation page

Street Address: 42-60 EAST POST ROAD Tax Designation: 130.27-2-2.1

City/Town: WHITE PLAINS Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee:	$40.00
Page Fee:	$35.00
Cross-Reference Fee:	$0.00
Mortgage Affidavit Filing Fee:	$0.00
RP-5217 Filing Fee:	$250.00
TP-584 Filing Fee:	$5.00
RPL 291 Notice Fee:	$0.00
Local Tax Receipt Filing Fee:	$0.00
Total Recording Fees Paid:	**$330.00**

Transfer Taxes

Consideration:	$11,464,498.00
Transfer Tax:	$45,858.00
Mansion Tax:	$0.00
Transfer Tax Number:	19713

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: 05/12/2026 at 02:35 PM

Control Number: **661203484**

Witness my hand and official seal

Thomas M. Roach
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Sean P Leyden, Esq
Garfunkel Wild P.C.
900 Stewart Avenue, 4th Floor
Great Neck, NY 11530

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.

661203484DED001Y

Westchester County Recording & Endorsement Page

Document Details

Control Number: **661203484**

Document Type: **Deed (DED)**

Package ID: 2026043000196001001

Document Page Count: 6

Total Page Count: 8

Properties Addendum

26-28 EAST POST ROAD 10601	WHITE PLAINS	130.27 2 5

71364845

THIS INDENTURE, made the 4th day of May, two thousand and twenty-six

BETWEEN

WHITE PLAINS URBAN RENEWAL AGENCY, a municipal urban renewal agency having a principal place of business at 70 Church Street, White Plains, New York 10601

party of the first part, and

EAST POST ROAD LLC, a New York limited liability company having a principal place of business at 41 East Post Road, White Plains, New York 10601

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars ($10.00) paid by the party of the second part, does hereby remise, release and quitclaim 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 or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of White Plains, Westchester County and State of New York, bounded and described as follows:

(SEE SCHEDULE A DESCRIPTION ATTACHED)

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, their heirs or successors and assigns of the party of the second part forever.

SUBJECT TO the covenant by the party of the second part that the parking garage to be constructed, operated and developed on the Premises to provide parking primarily for employees and visitors of White Plains Hospital Medical Center is intended to be constructed on the premises by no later than January 1, 2030, unless such time is extended by the party of the first part.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby 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.

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

IN PRESENCE OF:

WHITE PLAINS URBAN RENEWAL AGENCY

By: _____
Christopher N. Gomez
Executive Director

Acknowledged:
EAST POST ROAD LLC

By: _____
Joseph Quarracino
Authorized Signatory

Approved:

_____
Senior Assistant Corporation Counsel

SCHEDULE A – DESCRIPTION

PARCEL I (Tax Lot 2.1 f/k/a Tax Lots 2 and 3)

Parcel A (p/o former tax lot 130.27-2-2)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of White Plains, County of Westchester, and the State of New York:

KNOWN as portions of Lot Nos. 1, 2 and 5 as shown on a certain map entitled, "Map of the Fischer Estate, White Plains, N.Y." and filed in the Office of the Clerk of Westchester County, Division of Land Records on January 26, 1895 as Map No. 1139. Said portion of lots, when taken together, are more particularly bounded and described as follows:

BEGINNING at a point formed by the intersection of the northerly side of New York Post Road and the westerly side of Winchester Street;

RUNNING THENCE South 62 degrees 46 minutes 50 seconds West and along the northerly side of New York Post Road, a distance of 84.75 feet to the land conveyed by Katherine C. Ferris to Anna E. Terry by deed dated January 27, 1891, and recorded in the Office of the Clerk of Westchester County, Division of Land Records January 29, 1891 in Liber 1223 Cp. 469;

RUNNING THENCE North 26 degrees 26 minutes 40 seconds West through Lot No. 2 as shown on said map and along lands conveyed to said Anna E. Terry, a distance of 140.52 feet to Lot No. 6, as shown on said map;

RUNNING THENCE South 86 degrees 44 minutes 34 seconds East and along the southerly side of Lot Nos. 6 and 5 as shown on said map, a distance of 40.31 feet to a point;

THENCE South 31 degrees 04 minutes 51 seconds East and through Lot No. 1 as shown on said map 5.35 feet to a point;

THENCE North 86 degrees 47 minutes 13 seconds East and through Lot Nos. 1 and 5, as shown on said map, a distance of 80.00 feet to the westerly side of Winchester Street aforesaid;

RUNNING THENCE South 10 degrees 05 minutes 00 seconds East and along the side of Winchester Street, 86.00 feet to the point and place of BEGINNING.

PARCEL I (Tax Lot 2.1 f/k/a Tax Lots 2 and 3) –

Parcel B (p/o former tax lot 130.27-2-2)

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of White Plains, County of Westchester, and State of New York:

BEING a part of Lot No. 2 as shown on a certain map entitled, "Map of Fischer Estate, White Plains, New York," surveyed by Charles M. Harris and filed in the Westchester County Clerk's Office, Division of Land Records on July 19, 1891 as Map No. 689. The portion of said lot being bounded and described as follows:

BEGINNING on the northerly side of New York Post Road at the southwesterly corner of Lot 2 as shown on said map;

RUNNING THENCE North 62 degrees 46 minutes 50 seconds East along said northerly side of New York Post Road 42.00 feet;

RUNNING THENCE North 26 degrees 26 minutes 40 seconds West on a line parallel with the northeasterly side of said Lot 2, 140.52 feet to Lot No. 6 as shown on said map;

RUNNING THENCE North 86 degrees 44 minutes 34 seconds West along the southerly side of Lot No.6, 19.84 feet to Lot No. 8 as shown on said map;

RUNNING THENCE South 3 degrees 15 minutes 26 seconds West along the easterly side of Lot No. 8, 50.00 feet to Lot No. 3 as shown on said map;

RUNNING THENCE South 26 degrees 40 minutes 00 seconds East along the easterly side of said Lot No. 3,107.49 feet to the point and place of BEGINNING.

PARCEL I (Tax Lot 2.1 f/k/a Tax Lots 2 and 3) – Continued

Parcel C - Former tax lot 130.27-2-3

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of White Plains, County of Westchester and State of New York, known and designated as Lots Numbers 3 and 4 and a part of Lot Number 2 on a certain Map entitled, "Map of Lots belonging to Richard Manney, White Plains, N.Y.", made by J. Henry Carpenter, dated October 17, 1884 and filed in the County Clerk's Office, Division of Land Records, formerly Register's Office, Westchester County, New York, on December 24, 1885 in Volume 6 of Maps at Page 57, said Lots and part of Lot being bounded and described as follows:

BEGINNING at a point on the northerly side of New York Post Road distant 120.85 feet easterly as measured along the same from the corner formed by its intersection, if extended westerly, with the easterly side of Brookfield Street, if extended southerly;

RUNNING THENCE from said point of beginning along the easterly line of land now or formerly of Sinclair Refining Company, North 23 degrees 15 minutes 00 seconds West 106.97 feet to a point;

THENCE along land now or formerly of Phebe J. Brady and along a line fixed by agreement and generally along the North face of a one-story concrete block building, North 88 degrees 55 minutes 40 seconds East 36.26 feet and North 42 degrees 21 minutes 10 seconds East 72.26 feet to a point;

THENCE along the dividing line between Lot 7 and Lot 8 as shown on "Map of Fisher Estate" filed in the County Clerk's Office, Division of Land Records, as Map Number 689, North 89 degrees 07 minutes 36 seconds East 0.13 of a foot;

THENCE along the northerly line of premises conveyed to John M. Connelly, as trustee, etc. by deed recorded in the County Clerk's Office, Division of Land Records, Westchester County, New York, in Liber 3651 Cp. 373, North 42 degrees 21 minutes East 0.52 of a foot to the easterly line of Lot Number 4 on the Map first above described;

THENCE along the same South 30 degrees 38 minutes 00 seconds East 108 feet to the northerly side of New York Post Road;

THENCE RUNNING along said side of New York Post Road, South 58 degrees 39 minutes 00 seconds West 115 feet to the point or place of BEGINNING.

PARCEL II (Tax Lot 130.27-2-5)

ALL that certain plot, piece or parcel of land situate and lying and being in the City of White Plains, County of Westchester and State of New York, known as and by Lot 52 as shown on a certain map entitled, "Map of Fischer Estate, White Plains, New York" made by Charles M. Harris and filed in the Office of the County of Westchester-Division of Land Records on 7/19/1891 as Map No. 689, situated on the Northwest corner of New York Post Road and Brookfield Street, bounded and described as follows:

Northeasterly by Brookfield Street, 91.00 feet;

Southeasterly by New York Post Road, 50.00 feet;

Southwesterly by Lot Number 53 as shown on the aforesaid map, 135.00 feet;

Northwesterly by Lot Number 58 as shown on the aforesaid map, 113.00 feet, being said several dimensions more or less.

AS SURVEYED DESCRIPTION based upon (Progress Print) Survey prepared by Control Point Associates Inc. P.C. last dated 9/23/2025

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

BEGINNING at the corner formed by the intersection of the northwesterly side of New York Post Road with the westerly side of Brookfield Street;

RUNNING THENCE along the northwesterly side of New York Post Road, South 49 degrees 42 minutes 05 seconds West, 50.01 feet;

THENCE North 40 degrees 17 minutes 49 seconds West, 134.98 feet;

THENCE North 80 degrees 11 minutes 35 seconds East, 111.58 feet to the westerly side of Brookfield Street;

THENCE along the westerly side of Brookfield Street, South 09 degrees 48 minutes 25 seconds East, 90.94 feet to the point or place of BEGINNING.

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

On the 4th day of May, 2026 before me, the undersigned, personally appeared Christopher N. Gomez personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

(signature and office of individual taking acknowledgment)

MICHAEL J KELLY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02KE6284494
Qualified in Dutchess County
Commission Expires August 04, 2029

The Premises affected by this Instrument is located in:

Section	130.27
Block	2
Lots	2.1 and 5
County ~~or Town~~ City:	City of White Plains County of Westchester

TITLE NO. 71364845

Record and Return to:

Sean P. Leyden, Esq.
Garfunkel Wild, P.C.
900 Stewart Avenue, 4th Floor
Garden City, New York 11530

EXHIBIT H

34 EPR, LLC and East Post Road LLC
c/o White Plains Medical Center
41 E. Post Road, White Plains, New York 10601

LC Post Road Garage LLC and LC Post Road Garage Holdings LLC
c/o Renaissance Environmental Management, LLC
5 Renaissance Square, 42nd Floor, White Plains, New York 10601

East Post Road LLC
Attn: Joseph J. Guarracino
41 E. Post Road
Whtie Plains, New York 10601

Re: Site Access to Perform Brownfield Cleanup Program Work
p/o Dr. Maritn L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, and Brookfield Street, White Plains, New York 10601

To Whom it May Concern:

34 EPR, LLC, East Post Road LLC, LC Post Road Garage LLC and LC Post Road Garage Holdings LLC (collectively, the "LLCs") are submitting a Brownfield Cleanup Program ("BCP") Application to the New York State Department of Environmental Conservation to voluntarily investigate and remediate the following properties: p/o Dr. Maritn L. King, Jr. Blvd. (125.83-7- p/o 1.1; hereinafter the "WPHA Lot"), 26 E. Post Road (130.27-2-5), 34 E. Post Road (130.27-2-4), 42 E. Post Road (130.27-2-2.1), and Brookfield Street (Right-of-way), White Plains, New York 10601 (the "BCP Site").

East Post Road LLC (the "Owner LLC") is now the owner of all of the property other than the WPHA Lot; namely, 26 E. Post Road (130.27-2-5), 34 E. Post Road (130.27-2-4), 42 E. Post Road (130.27-2-2.1), and Brookfield Street (Right-of-way), White Plains, New York 10601 (the "Main Portion of the BCP Site"). As an authorized representative of the Owner LLC, 34 EPR, LLC, LC Post Road Garage LLC and LC Post Road Garage Holdings LLC (collectively "non-Owner LLCs") require your signature below to access the Main Portion of the BCP Site for the purpose of performing environmental investigation and remediation work for acceptance into the BCP.

By signing below, the Owner LLC is granting the non-Owner LLCs what is known as a "temporary license" to allow appropriate contractors hired to enter the Main Portion of the BCP Site to perform investigation and remediation work. The non-Owner LLCs promise to provide the Owner LLC with copies of any information generated about the Main Portion of the BCP Site, and if the Main Portion of the BCP Site is accidently damaged in any way, the non-Owner LLCs agree to repair the damages and to restore the Main Portion of the BCP Site to the way it was before entry. The contractors will also maintain insurance that would cover any accidents on the job. The non-Owner LLCs promise to minimize any and all inconvenience to the Owner LLC in connection with this work and will attempt to give one week's notice before the work begins.

In addition, in the event that the Owner LLC still owns the Main Portion of the BCP Site when the remediation is complete and the Certificate of Completion is about to be obtained, and a Track 1 remediation level is not achieved, the Owner LLC hereby also agrees to impose an environmental easement on the Main Portion of the BCP Site if required by the New York State Department of Environmental Conservation.

Thank you for your cooperation.

Sincerely,

Louis R. Cappelli, Sole Member
LC Post Road Garage LLC
LC Post Road Garage Holdings LLC

Joseph J. Guarracino, Authorized Signatory
34 EPR, LLC
East Post Road LLC

I am authorized to grant this temporary license on behalf of East Post Road LLC and agree to allow 34 EPR, LLC, LC Post Road Garage LLC and LC Post Road Garage Holdings LLC and its agents to enter the Main Portion of the BCP Site to perform the BCP Investigation and/or remediation work required.

Joseph J. Guarracino, Authorized Signatory
East Post Road LLC

WHITE PLAINS HOUSING AUTHORITY
223 Dr. Martin Luther King Jr. Boulevard
White Plains, New York 10601

March 25, 2026

34 EPR LLC and EAST POST ROAD LLC
c/o White Plains Hospital Medical Center
41 E. Post Road, White Plains, New York 10801

LC Post Road Garage LLC and LC Post Road Garage Holdings LLC
c/o Renaissance Environmental Management, LLC
5 Renaissance Square, 42nd Floor
White Plains, NY 10601

Re: PORTION OF PROPERTY BEING ACQUIRED FOR GARAGE PROJECT
Portion of 223 Martin Luther King Jr. Boulevard, White Plains, NY
1.059 Acre Portion of Lot 1.1, Block 7, Section 125.83 as depicted on the attached survey map (the "Property")
BCP SITE ACCESS AGREEMENT LETTER

Dear 34 EPR, LLC, East Post Road LLC, LC Post Road Garage LLC, and LC Post Road Garage Holdings LLC:

This letter confirms that White Plains Housing Authority (the "Seller") and East Post Road LLC (the "Purchaser") are parties to that certain Purchase and Sale Agreement, dated as of March 6, 2026 (the "PSA") relating to the anticipated conveyance of the Property from Seller to Purchaser. Purchaser will be acquiring the remainder of the real property from other entities that will collectively make up the Brownfield Cleanup Program ("BCP") Site and will also be a BCP applicant on the BCP Application along with 34 EPR, LLC as the current owner of the 34 East Post Road parcel, LC Post Road Garage LLC, which will be a ground lessee of the BCP Site and LC Post Road Garage Holdings LLC, which will be the future owner of the garage project on the BCP Site. The Seller understands that the New York State Department of Environmental Conservation ("NYSDEC") requires this BCP Site Access Agreement Letter to confirm that the Seller, as the current owner of the Property, will allow the Purchaser, 34 EPR, LLC, LC Post Road Garage LLC and LC Post Road Garage Holdings LLC as prospective BCP applicants, and certain of their representatives, to access the Property as required by NYSDEC pursuant to the Brownfield Cleanup Program ("BCP") before the BCP applicants sign the Brownfield Cleanup Agreement ("BCA") and to the extent necessary to fulfill obligations under the BCA, and pursuant to the terms in any other agreements the parties have reached. The BCA will be made effective at or after Closing pursuant to the PSA. If, notwithstanding the foregoing, in the unforeseen circumstance that the Seller still owns the Property at the completion of the remediation required by the BCA, the Seller, as the Property owner is willing to execute and record an environmental easement at the request of the NYSDEC, provided that the Seller is able to obtain approval to do so from the U.S. Department of Housing and Urban Development ("HUD").

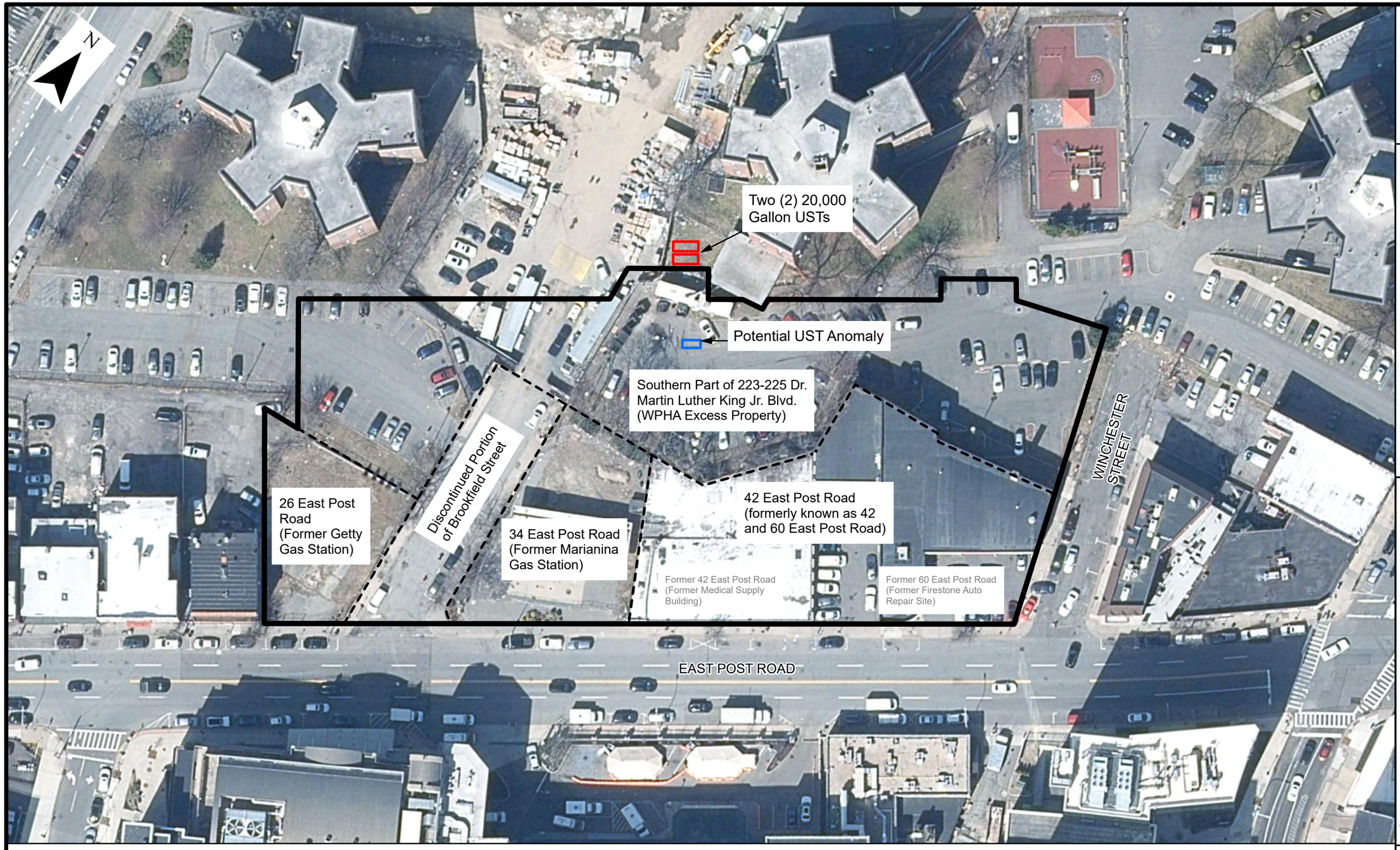
Very truly yours,

White Plains Housing Authority

By: Denise Brooks-Jones

Name: Denise Brooks-Jones
Title: Executive Director
Authorized Signatory

Exhibit I



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NYS Education Law

Unauthorized alterations or additions to this plan are a violation of section 7209 (2) of the New York State Education Law. Copies of this map not having the seal of the engineer shall not be valid.

REFERENCE:

1. EXISTING CONDITIONS & BOUNDARY ARE TAKEN FROM TAX LOT SURVEY" PREPARED BY CONTROL POINT ASSOCIATES, INC. PC, DATED 11-12-2025.

LEGEND:

- EXISTING LOT BOUNDARY
- FORMER LOT BOUNDARY
- POTENTIAL UST ANOMALY
- APPROX. LOCATION OF TWO (2) 20,000 GALLON USTs
- SITE BOUNDARY

SCALE: 1" = 60'

0 30 60 120 FEET

dwg by: KBV
chk by: BC
scale: AS NOTED
date: 5/19/2026

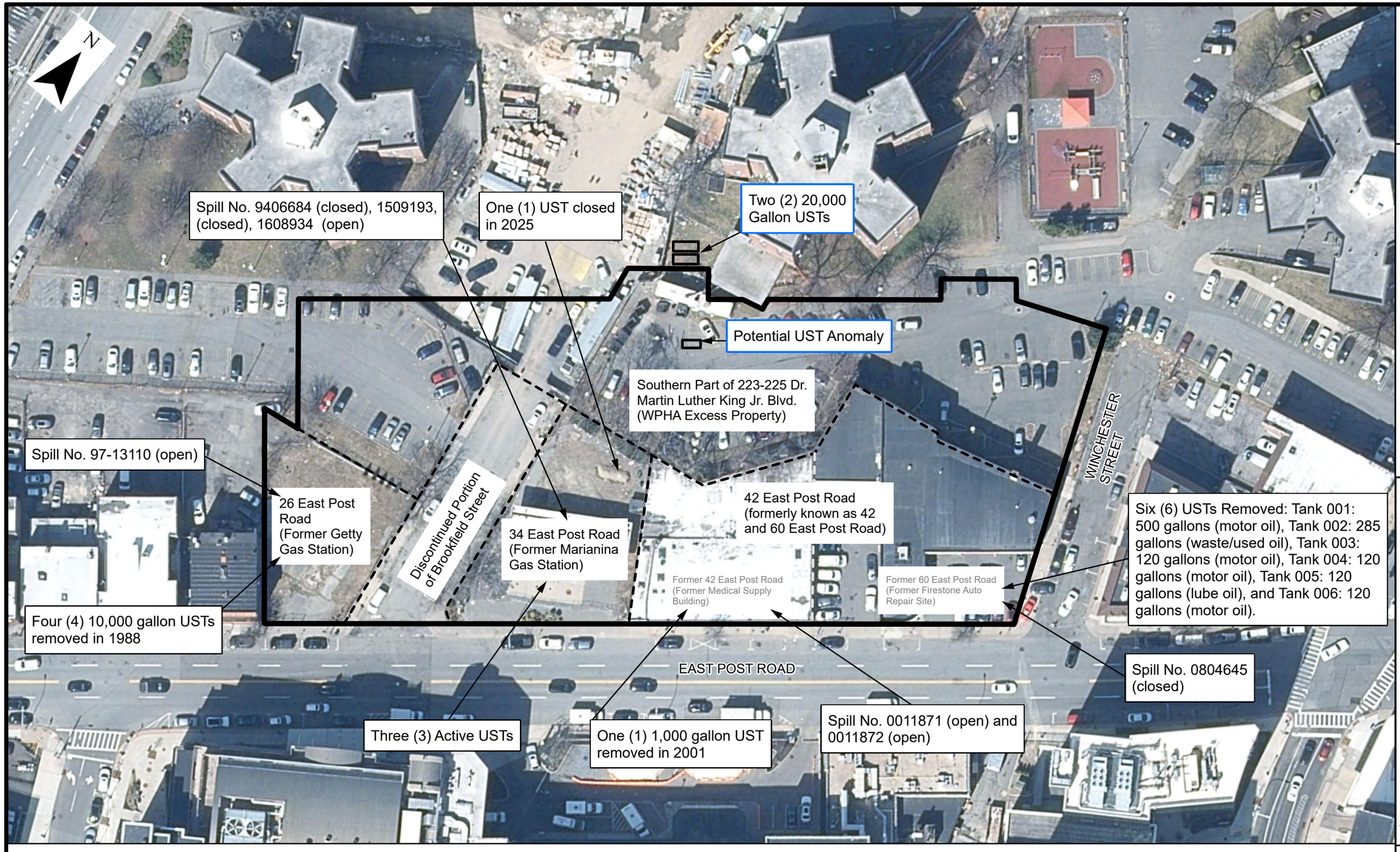
SESI CONSULTING ENGINEERS
GEOTECHNICAL | ENVIRONMENTAL | SITE CIVIL
959 route 46e, 3rd floor, parsippany, nj 07054 ph: 973.808.9050

project: EAST POST ROAD GARAGE SITE
EAST POST ROAD, WHITE PLAINS, NY

title: **SITE PLAN**

job no.: 14228
drawing no: FIG-2.1

Y:\GIS\Project_Numbers\14228\APRX_PROJECT\APRX_Standard_Fig_Prj_No_5_19_2026.aprx, 5/19/2026 3:40 PM, Kim Vanderklein, LAYOUT: FIG-2.1



dwg by: KBV
chk by: BC
scale: AS NOTED
date: 5/20/2026

SESI CONSULTING ENGINEERS
GEOTECHNICAL | ENVIRONMENTAL | SITE CIVIL
959 route 46e, 3rd floor, parsippany, nj 07054 ph: 973.808.9050

project: EAST POST ROAD GARAGE SITE
EAST POST ROAD, WHITE PLAINS, NY

title: **SITE HISTORY MAP**

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NYS Education Law

Unauthorized alterations or additions to this plan are a violation of section 7209 (2) of the New York State Education Law. Copies of this map not having the seal of the engineer shall not be valid.

REFERENCE:

1. EXISTING CONDITIONS AND BOUNDARY ARE TAKEN FROM TAX LOT SURVEY" PREPARED BY CONTROL POINT ASSOCIATES, INC. PC, DATED 11-12-2025.
2. UST / SPILL LOCATIONS ARE SOLELY LOCATED BASED ON THE PARCEL, THEY DO NOT REPRESENT SPECIFIC LOCATIONS.

LEGEND:

- EXISTING LOT BOUNDARY
- FORMER LOT BOUNDARY
- SITE BOUNDARY

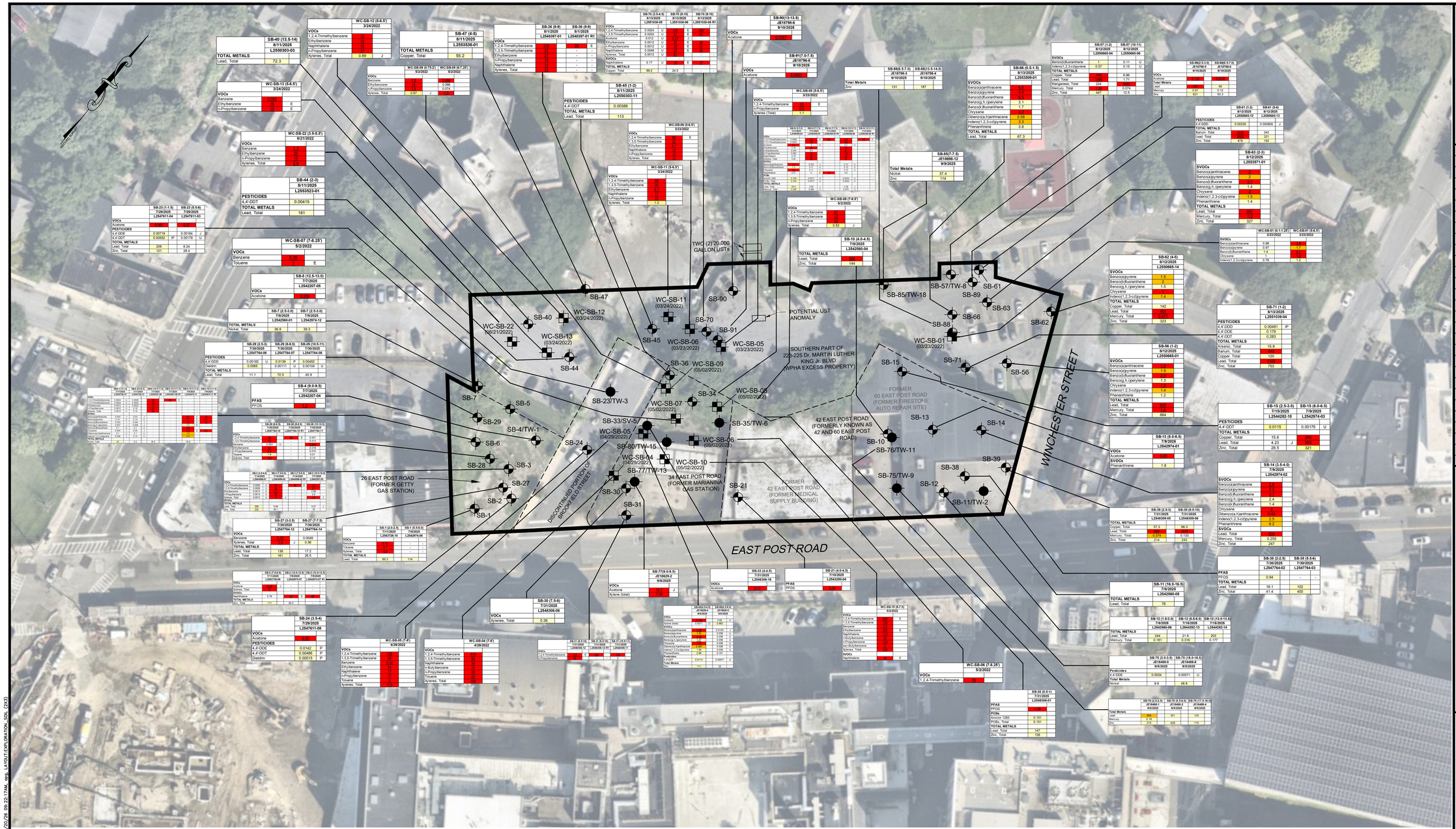
SCALE: 1" = 60'

0 30 60 120 FEET

job no.: 14228
drawing no:

FIG-2.2

Y:\GIS\Project_Numbers\14228\APRX_PROJECTAPRX_Standard_Fig_Prj_No_5_19_2026.aprx, 5/20/2026 5:41 PM, Kim Vanderklein, LAYOUT: FIG-2.1



SOIL STANDARDS TABLE

	CAS	NYSDEC UUSCOs	NYSDEC RRUSCOs	NYSDEC CUSCOs	NYSDEC PGWSCOs	Units
VOCs						
1,2,4-Trimethylbenzene	95-63-6	5.9	100	500	3.6	mg/kg
1,3,5-Trimethylbenzene	108-67-8	3.1	100	500	3.1	mg/kg
Acetone	67-64-1	0.03	100	500	0.03	mg/kg
Benzene	71-43-2	0.06	3.7	20	0.06	mg/kg
Ethylbenzene	100-41-4	1	76	390	1	mg/kg
Naphthalene	91-20-3	12	100	500	12	mg/kg
n-Butylbenzene	104-51-8	18	100	500	18	mg/kg
n-Propylbenzene	103-65-1	9	100	500	9	mg/kg
Toluene	108-88-3	0.7	100	500	0.7	mg/kg
Xylene (total)	1330-20-7	0.26	100	500	1.6	mg/kg
SVOCs						
Benzo(a)anthracene	56-55-3	1	1.8	27	1	mg/kg
Benzo(a)pyrene	50-32-8	1	1	2.7	22	mg/kg
Benzo(b)fluoranthene	205-99-2	1.1	1.4	27	1.7	mg/kg
Benzo(g,h,i)perylene	191-24-2	0.84	4.9	47	1000	mg/kg
Benzo(k)fluoranthene	207-08-9	0.8	1.4	27	1.7	mg/kg
Chrysene	218-01-9	1	4.9	47	1	mg/kg
Dibenz(a,h)anthracene	53-70-3	0.33	0.33	3.7	1000	mg/kg
Indeno(1,2,3-cd)pyrene	193-39-5	0.5	1.4	27	8.2	mg/kg
Naphthalene	91-20-3	12	100	500	12	mg/kg
Phenanthrene	85-01-8	1.1	4.9	47	1000	mg/kg
PFAS						
Perfluorooctanesulfonic Acid (PFOS)	1763-23-1	0.88	44	440	0.88	mg/kg
PCBs						
Aroclor 1260	11096-82-5	0.1	1	1	3.2	mg/kg
PCBs, Total	1336-36-3	0.1	1	1	3.2	mg/kg
PESTICIDES						
4,4'-DDD	72-54-8	0.0033	5	26	14	mg/kg
4,4'-DDE	72-55-9	0.0033	3.4	17	14	mg/kg
4,4'-DDT	50-29-3	0.0033	3.4	27	136	mg/kg
Dieldrin	60-57-1	0.005	0.076	0.44	0.1	mg/kg
TOTAL METALS						
Arsenic	7440-38-2	13	16	16	16	mg/kg
Barium	7440-39-3	410	410	410	820	mg/kg
Copper	7440-50-8	50	270	270	1720	mg/kg
Lead	7439-92-1	63	400	1000	450	mg/kg
Manganese	7439-97-6	1600	2000	10000	2000	mg/kg
Mercury	7439-97-6	0.18	0.3	1.1	0.73	mg/kg
Nickel	7440-02-0	30	310	310	130	mg/kg
Zinc	7440-66-6	109	6600	10000	2480	mg/kg

Notes:

1. Not intended for construction.
2. Sample locations before 2025 were collected by WOODARD & CURRAN. Locations and laboratory results were provided by Capelli organization via pdf on June 27, 2025.
3. Only samples with one or more exceedances are depicted.
4. NYSDEC CUSCOs: New York NYCRR Part 375 Commercial Criteria, New York Restricted use Criteria per 6 NYCRR Part 375 Environmental Remediation Programs, effective December 31, 2025.
5. NYSDEC RRUSCOs: New York NYCRR Part 375 Restricted-Residential Criteria, New York Restricted use Criteria per 6 NYCRR Part 375 Environmental Remediation Programs, effective December 31, 2025.
6. NYSDEC UUSCOs: New York NYCRR Part 375 New York Unrestricted use Criteria Criteria per 6 NYCRR Part 375 Environmental Remediation Programs, effective December 31, 2025.
7. NYSDEC PGWSCOs: New York NYCRR Part 375 Groundwater Criteria, New York Restricted use Criteria per 6 NYCRR Part 375 Environmental Remediation Programs, effective December 31, 2025
8. E - Concentration of analyte exceeds the range of the calibration curve and/or linear range of the instrument.
9. I - The lower value for the two columns has been reported due to obvious interference.
10. J - Estimated value. The Target analyte concentration is below the quantitation limit (RL), but above the Method Detection Limit (MDL) or Estimated Detection Limit (EDL) for SPME-related analyses. This represents an estimated concentration for Tentatively Identified Compounds (TICs). For calculated parameters, this represents that one or more values used in the calculation were estimated.
11. k - Reported from the 1st signal. The %D of the CCV on the 2nd signal exceeds the method criteria of 20%, so it being used for confirmation only.
12. P - The RPD between the results for the two columns exceeds the method-specified criteria.
13. U - Not detected at the reported detection limit for the sample.
14. All sample locations are approximate.

LEGEND:

- SITE BOUNDARY
- SB-37/TW-5 - SESI SOIL BORING & TEMPORARY WELL LOCATION
- WC-SB-01 - WOODARD & CURRAN SOIL BORING LOCATION
- SB-12 - SESI SOIL BORING LOCATION

Scale: 1"= 40'

0 20 40 80 120 160

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KEY MAP

rev	date	description

SESI CONSULTING ENGINEERS
GEOTECHNICAL | ENVIRONMENTAL | SITE CIVIL
959 ROUTE 46E. 3RD FLOOR, PARSIPPANY, NJ 07054 PH: 973.808.9050

project:
EAST POST ROAD GARAGE SITE
40 EAST POST ROAD
WHITE PLAINS, NEW YORK 10601

title:
SUMMARY OF SOIL SAMPLING RESULTS

dwg by: AW
chk by: AS
scale: AS NOTED
date: 05/19/2026

job no. 14228
drawing no. 4.1
1 of 1



WC-MW-05 3/3/2022	
VOCs	
Benzene	260
Toluene	14 J
Ethylbenzene	3900 E
p/m-Xylene	6200
n-Butylbenzene	73
sec-Butylbenzene	40 J
Isopropylbenzene	220
p-Isopropyltoluene	17 J
Naphthalene	1000
n-Propylbenzene	660
1,3,5-Trimethylbenzene	870
1,2,4-Trimethylbenzene	4000 E
1,2,4,5-Tetramethylbenzene	230
SVOCs-SIM	
Naphthalene	480 E
Benzo(a)anthracene	0.24 J
Benzo(a)pyrene	0.18 J
Benzo(b)fluoranthene	0.22 J
Benzo(k)fluoranthene	0.07 J
Chrysene	0.22 J
Indeno(1,2,3-cd)pyrene	0.11 J

MW-203 3/21/2022	
VOCs	
Ethylbenzene	18
n-Butylbenzene	8.6
sec-Butylbenzene	5.4
Isopropylbenzene	23
Naphthalene	21
n-Propylbenzene	11
1,3,5-Trimethylbenzene	20
1,2,4-Trimethylbenzene	100
1,2,4,5-Tetramethylbenzene	32
SVOCs	
Naphthalene	11

WC-MW-03 3/24/2022	
VOCs	
Benzene	1.4
Ethylbenzene	110
n-Butylbenzene	32
sec-Butylbenzene	14
Isopropylbenzene	37
Naphthalene	150
n-Propylbenzene	110
1,3,5-Trimethylbenzene	5.5
1,2,4-Trimethylbenzene	99
1,2,4,5-Tetramethylbenzene	66
SVOCs-SIM	
Naphthalene	37
Benzo(a)anthracene	0.03 J
Benzo(a)pyrene	0.02 J
Benzo(b)fluoranthene	0.03 J
Benzo(k)fluoranthene	0.01 J
Chrysene	0.02 J
Indeno(1,2,3-cd)pyrene	0.02 J

WC-TW-16 6/22/2022	
SVOCs-SIM	
Bis(2-ethylhexyl)phthalate	5 J
Benzo(a)anthracene	0.98
Benzo(a)pyrene	1.2
Benzo(b)fluoranthene	2.2
Benzo(k)fluoranthene	0.81
Chrysene	1.6
Indeno(1,2,3-cd)pyrene	1.1

MW-201 3/21/2022	
VOCs	
Benzene	20
Ethylbenzene	480
p/m-Xylene	81
n-Butylbenzene	40
sec-Butylbenzene	32
Isopropylbenzene	50
n-Propylbenzene	70 J
1,3,5-Trimethylbenzene	230
1,2,4-Trimethylbenzene	1100
1,2,4,5-Tetramethylbenzene	180
SVOCs	
Naphthalene	130 E

MW-205 (TEMP) 3/24/2022	
SVOCs	
Diethyl phthalate	99
SVOCs-SIM	
Benzo(a)anthracene	0.62 J
Benzo(b)fluoranthene	0.91 J
Chrysene	0.81 J

Sample ID	TW-10
Sample Date	9/9/2025
Lab ID	JB216868-22
Screened Interval	2-12
VOCs	
p/m-Xylene	5.5 J
SVOCs	
Benzo(a)anthracene	0.29 J
Benzo(a)pyrene	0.43 J
Benzo(b)fluoranthene	0.52 J
Chrysene	0.24 J
Indeno(1,2,3-cd)pyrene	0.58 J
Total Metals	
Arsenic, Total	77.9
Barium, Total	4470
Beryllium, Total	22
Chromium, Total	1010
Copper, Total	2480
Iron, Total	717000
Lead, Total	300
Magnesium, Total	409000
Manganese, Total	17000
Nickel, Total	1020
Sodium, Total	458000

Sample ID	TW-10
Sample Date	9/10/2025
Lab ID	JE182788-5
Screened Interval	9-19
Total Metals	
Beryllium, Total	4.2
Chromium, Total	189
Iron, Total	153000
Lead, Total	49.1
Magnesium, Total	83900
Manganese, Total	2430
Nickel, Total	132
Sodium, Total	39600

Sample ID	TW-6
Sample Date	8/14/2025
Lab ID	L2514402-02
Screened Interval	3-13
SVOCs	
Benzo(a)anthracene	0.13
Benzo(a)pyrene	0.22
Benzo(b)fluoranthene	0.32
Benzo(k)fluoranthene	0.09 J
Chrysene	0.12
Indeno(1,2,3-cd)pyrene	0.28
PFAS	
PFOS	0.0197
PFOA	0.0181
Total Metals	
Chromium, Total	92.23
Iron, Total	39700
Lead, Total	66.91
Magnesium, Total	37300
Manganese, Total	7130
Selenium, Total	42
Sodium, Total	137000

WC-TW-23 6/21/2022	
SVOCs-SIM	
Benzo(a)anthracene	0.11 J
Benzo(a)pyrene	0.11
Benzo(b)fluoranthene	0.15
Benzo(k)fluoranthene	0.06 J
Chrysene	0.12
Indeno(1,2,3-cd)pyrene	0.09 J

WC-TW-21 6/22/2022	
SVOCs-SIM	
Benzo(a)anthracene	0.29
Benzo(a)pyrene	0.32
Benzo(b)fluoranthene	0.44
Benzo(k)fluoranthene	0.14
Chrysene	0.31
Indeno(1,2,3-cd)pyrene	0.26

WC-MW-02 4/29/2022	
SVOCs	
Benzo(a)anthracene	0.56 J
Benzo(a)pyrene	0.58 J
Benzo(b)fluoranthene	0.98 J
Benzo(k)fluoranthene	0.32 J
Chrysene	0.56 J
Indeno(1,2,3-cd)pyrene	0.33 J

WC-MW-01 3/23/2022	
SVOCs-SIM	
Benzo(a)anthracene	0.18
Benzo(a)pyrene	0.19 J
Benzo(b)fluoranthene	0.37 J
Benzo(k)fluoranthene	0.07 J
Chrysene	0.17 J
Indeno(1,2,3-cd)pyrene	0.17

Sample ID	TW-17
Sample Date	9/9/2025
Lab ID	JE16900-23
Screened Interval	4-14
SVOCs	
Benzo(a)anthracene	0.71 J
Benzo(a)pyrene	1 J
Benzo(b)fluoranthene	1.1
Benzo(k)fluoranthene	0.39 J
Chrysene	0.78 J
Indeno(1,2,3-cd)pyrene	0.66 J
Total Metals	
Arsenic, Total	26.6
Barium, Total	2060
Beryllium, Total	10.7
Chromium, Total	431
Copper, Total	971
Iron, Total	277000
Lead, Total	118
Magnesium, Total	183000
Manganese, Total	11200
Nickel, Total	326
Sodium, Total	403000

Sample ID	TW-12
Sample Date	9/9/2025
Lab ID	JE16629-11
Screened Interval	1-11
Total Metals	
Iron, Total	6820
Lead, Total	262
Manganese, Total	3020
Sodium, Total	80600

Sample ID	TW-11
Sample Date	9/5/2025
Lab ID	JE16448-13
Screened Interval	10-20
Total Metals	
Barium, Total	1410
Chromium, Total	82.8
Copper, Total	222
Iron, Total	48000
Lead, Total	307
Magnesium, Total	149000
Manganese, Total	4980
Sodium, Total	78900

WC-MW-04 3/24/2022	
VOCs	
Acetone	100
Ethylbenzene	260 E
n-Butylbenzene	26
sec-Butylbenzene	10
Isopropylbenzene	25
Naphthalene	80
1,3,5-Trimethylbenzene	8.2
1,2,4,5-Tetramethylbenzene	66
SVOCs-SIM	
Naphthalene	14 J
Benzo(a)anthracene	0.04 J
Benzo(a)pyrene	0.04 J
Benzo(b)fluoranthene	0.03 J
Benzo(k)fluoranthene	0.01 J
Chrysene	0.03 J
Indeno(1,2,3-cd)pyrene	0.02 J
Hexachlorobenzene	0.04 J

WC-TW-24 6/22/2022	
SVOCs-SIM	
Benzo(a)anthracene	0.09 J
Benzo(a)pyrene	0.09 J
Benzo(b)fluoranthene	0.15 J
Benzo(k)fluoranthene	0.04 J
Chrysene	0.14
Indeno(1,2,3-cd)pyrene	0.07 J

WC-TW-27 6/21/2022	
VOCs	
Benzene	1.7
SVOCs-SIM	
Benzo(a)anthracene	0.05 J
Benzo(a)pyrene	0.04 J
Benzo(b)fluoranthene	0.06 J
Benzo(k)fluoranthene	0.02 J
Chrysene	0.06 J
Indeno(1,2,3-cd)pyrene	0.03 J

Sample ID	TW-3
Sample Date	7/29/2025
Lab ID	L2547611-02
Screened Interval	3-13
VOCs	
Benzene	1.3
PFAS	
PFOS	0.0216 J
PFOA	0.0232 J
Total Metals	
Arsenic, Total	66.58
Barium, Total	1131D
Beryllium, Total	19.74
Cadmium, Total	11.41
Chromium, Total	748.1
Copper, Total	10300
Iron, Total	666000
Lead, Total	1145
Magnesium, Total	472000
Manganese, Total	24620
Nickel, Total	1469
Selenium, Total	146D
Sodium, Total	1440000
Zinc, Total	5833

Sample ID	TW-1
Sample Date	7/10/2025
Lab ID	L2543350-05
Screened Interval	5-15
VOCs	
1,2,4,5-Tetramethylbenzene	110
Isopropylbenzene	45
n-Butylbenzene	22
n-Propylbenzene	170
sec-Butylbenzene	23
PFAS	
PFOS	0.0192
PFOA	0.0673
Total Metals	
Iron, Total	2630
Lead, Total	316.1
Manganese, Total	1780
Sodium, Total	670000

Sample ID	TW-4
Sample Date	8/1/2025
Lab ID	L2540398-01
Screened Interval	4-14
SVOCs	
Benzo(a)anthracene	0.54 J
PFAS	
PFOS	0.0204
PFOA	0.0146
Total Metals	
Iron, Total	41900
Lead, Total	84.43
Magnesium, Total	59500
Manganese, Total	2058
Sodium, Total	108000

WC-MW-03 4/29/2022	
VOCs	
Toluene	760
Ethylbenzene	2600
p/m-Xylene	6700
o-Xylene	2600
n-Butylbenzene	220
sec-Butylbenzene	44 J
Isopropylbenzene	200 J
p-Isopropyltoluene	37 J
Naphthalene	910
n-Propylbenzene	660
1,3,5-Trimethylbenzene	1200 E
1,2,4-Trimethylbenzene	190
SVOCs	
Naphthalene	2 J
SVOC-SIM	
Naphthalene	200
Benzo(a)anthracene	0.59
Benzo(a)pyrene	0.58
Benzo(b)fluoranthene	0.89
Benzo(k)fluoranthene	0.29
Chrysene	0.56
Indeno(1,2,3-cd)pyrene	0.54

WC-MW-02 4/29/2022	
SVOCs	
Benzo(a)anthracene	0.56 J
Benzo(a)pyrene	0.58 J
Benzo(b)fluoranthene	0.98 J
Benzo(k)fluoranthene	0.32 J
Chrysene	0.56 J
Indeno(1,2,3-cd)pyrene	0.33 J

Sample ID	TW-15
Sample Date	9/9/2025
Lab ID	JE16899-21
Screened Interval	5-15
VOCs	
Acetone	128
Ethylbenzene	1950
Isopropylbenzene	375
o-Xylene	395
p/m-Xylene	3610
SVOCs	
Benzo(a)anthracene	0.41 J
Benzo(a)pyrene	0.28 J
Benzo(b)fluoranthene	0.46 J
Chrysene	0.3 J
Naphthalene	152
Pesticides	
Aldrin	0.0085 J
Total Metals	
Arsenic, Total	37
Barium, Total	1750
Beryllium, Total	6.3
Chromium, Total	238
Copper, Total	636
Iron, Total	215000
Lead, Total	374
Magnesium, Total	84400
Manganese, Total	6500
Nickel, Total	346
Sodium, Total	167000

Sample ID	TW-13
Sample Date	9/9/2025
Lab ID	JE16629-11
Screened Interval	5-15
VOCs	
Acetone	116
2-Butanone (MEK)	62.7
Ethylbenzene	364
Isopropylbenzene	58.3
sec-Butylbenzene	200 JN
n-Propylbenzene	192
p/m-Xylene	1240
SVOCs	
Naphthalene	199
Total Metals	
Arsenic, Total	41
Barium, Total	1760
Beryllium, Total	3.5
Chromium, Total	176
Copper, Total	870
Iron, Total	446000
Lead, Total	149
Magnesium, Total	147000
Manganese, Total	5110
Nickel, Total	295
Sodium, Total	122000

WC-MW-05 5/3/2022	
VOCs	
Benzene	220
Ethylbenzene	4500
p/m-Xylene	8900
o-Xylene	1000
n-Butylbenzene	93 J
sec-Butylbenzene	51 J
Isopropylbenzene	300
Naphthalene	930
n-Propylbenzene	1100
1,3,5-Trimethylbenzene	5900
1,2,4-Trimethylbenzene	245
1,2,4,5-Tetramethylbenzene	240
SVOC-SIM	
Naphthalene	1700
Benzo(a)anthracene	6.5
Benzo(a)pyrene	4.8
Benzo(b)fluoranthene	8.4
Benzo(k)fluoranthene	3
Chrysene	5.8
Indeno(1,2,3-cd)pyrene	3

Sample ID	TW-14
Sample Date	9/9/2025
Lab ID	JE16899-20
Screened Interval	5-15
SVOCs	
Benzo(a)anthracene	0.8 J
Benzo(a)pyrene	0.76 J
Benzo(b)fluoranthene	1 J
Benzo(k)fluoranthene	0.36 J
Chrysene	0.71 J
Indeno(1,2,3-cd)pyrene	0.65 J
Total Metals	
Arsenic, Total	211
Barium, Total	5460
Beryllium, Total	28.7
Chromium, Total	1260
Copper, Total	1850
Iron, Total	1200000
Lead, Total	2430
Magnesium, Total	853000
Manganese, Total	34600
Mercury, Total	8.3
Nickel, Total	1230
Sodium, Total	1290000
Zinc, Total	2600

WC-MW-04 5/3/2022	
VOCs	
Benzene	80
Ethylbenzene	2900
p/m-Xylene	3000
o-Xylene	196
n-Butylbenzene	93 J
sec-Butylbenzene	100 J
Isopropylbenzene	270
Naphthalene	1100
n-Propylbenzene	770
1,3,5-Trimethylbenzene	1000
1,2,4-Trimethylbenzene	4500
1,2,4,5-Tetramethylbenzene	240
SVOCs-SIM	
Naphthalene	2200
Benzo(a)anthracene	2
Benzo(a)pyrene	1.2
Benzo(b)fluoranthene	1.7
Benzo(k)fluoranthene	0.55
Chrysene	1.5
Indeno(1,2,3-cd)pyrene	0.86

Sample ID	TW-9
Sample Date	9/9/2025
Lab ID	JE16468-13
Screened Interval	10-20
Total Metals	
Barium, Total	1360
Chromium, Total	188
Copper, Total	208
Iron, Total	139000
Lead, Total	167
Magnesium, Total	139000
Manganese, Total	3420
Nickel, Total	150
Sodium, Total	28000

Sample ID	TW-10
Sample Date	9/9/2025
Lab ID	JE16899-14
Screened Interval	6-16
VOCs	
Acetone	52.4
Ethylbenzene	9.1
Isopropylbenzene	6.9
Naphthalene	8.2 JN
o-Xylene	7.2
Total Metals	
Chromium, Total	186
Copper, Total	222
Iron, Total	72000
Lead, Total	57.6
Magnesium, Total	113000
Manganese, Total	2420
Sodium, Total	40900

Sample ID	TW-2
Sample Date	7/10/2025
Lab ID	L2543350-06
Screened Interval	7-17
VOCs	
1,2,4,5-Tetramethylbenzene	33
1,2,4-Trimethylbenzene	140
1,3,5-Trimethylbenzene	5.8
Ethylbenzene	71
Isopropylbenzene	18
n-Butylbenzene	7.9
n-Propylbenzene	44
Naphthalene	19
o-Xylene	16
p/m-Xylene	73
sec-Butylbenzene	5.3
PFAS	
PFOS	0.0121
PFOA	0.0158
Total Metals	
Iron, Total	5150
Lead, Total	243.6
Manganese, Total	1736
Sodium, Total	585000

Sample ID	TW-5
Sample Date	7/31/2025
Lab ID	L2548309-10
Screened Interval	8-18
SVOCs	
Benzo(a)anthracene	0.06 J
PFAS	
PFOA	0.14 J
Total Metals	
Arsenic, Total	44.93
Barium, Total	11190
Beryllium, Total	14.76
Cadmium, Total	7.21
Chromium, Total	868.4
Copper, Total	2183
Iron, Total	450000
Lead, Total	4517
Magnesium, Total	84200
Manganese, Total	23890
Mercury, Total	1.25
Nickel, Total	930.8
Selenium, Total	69.6
Sodium, Total	170000
Thallium, Total	5.11
Zinc, Total	3358

Sample ID	TW-14
Sample Date	8/1/2025
Lab ID	L2548398-07
Screened Interval	5-15
VOCs	
1,2,4,5-Tetramethylbenzene	7.5
1,2,4-Trimethylbenzene	13
Naphthalene	12
sec-Butylbenzene	5.8
PFAS	
PFOS	0.0892
PFOA	0.0201
Total Metals	
Arsenic, Total	39.46
Barium, Total	8725
Beryllium, Total	17.71
Cadmium, Total	6.9
Chromium, Total	843
Copper, Total	1811
Iron, Total	413000
Lead, Total	734.6
Magnesium, Total	590000
Manganese, Total	33320
Nickel, Total	898.7
Selenium, Total	40
Sodium, Total	98200
Thallium, Total	5.08
Zinc, Total	2018

WATER STANDARDS TABLE

ANALYTE	CAS	NY-AWQS (ug/l)
VOCs		
Benzene	91-43-2	1
1,2,4,5-Tetramethylbenzene	95-93-2	5
1,2,4-Trimethylbenzene	95-63-6	5
1,3,5-Trimethylbenzene	108-67-8	5
Ethylbenzene	100-41-4	5
Isopropylbenzene	98-82-8	5
Naphthalene	91-20-3	10
n-Butylbenzene	104-51-8	5
n-Propylbenzene	103-65-1	5
o-Xylene	95-47-6	5
p/m-Xylene	179601-23-1	5
sec-Butylbenzene	135-98-8	5
PFAS		
PFOS	1763-23-1	0.0027
PFOA	335-67-1	0.0067
PCBs		
Aroclor 1260	11096-82-5	0.09
SVOCs		
Bis(2-ethylhexyl)phthalate	117-81-7	5
Benzo(a)anthracene	56-55-3	0.002
Benzo(a)pyrene	50-32-8	0
Benzo(b)fluoranthene	205-99-2	0.002
Benzo(k)fluoranthene	207-08-9	0.002
Chrysene	218-01-9	0.002
Indeno(1,2,3-cd)pyrene	193-39-5	0.002
TOTAL METALS		
Aluminum, Total	7429-90-5	-
Arsenic, Total	7440-38-2	25
Barium, Total	7440-39-3	1000
Beryllium, Total	7440-41-7	3
Cadmium, Total	7440-43-9	5
Chromium, Total	7440-47-3	50
Copper, Total	7440-50-8	200
Iron, Total	7439-89-6	300
Lead, Total	7439-92-1	25
Magnesium, Total	7439-95-4	35000
Manganese, Total	7439-96-5	300
Mercury, Total	7439-97-6	0.7
Nickel, Total	7440-02-0	100
Selenium, Total	7782-49-2	10
Sodium, Total	7440-23-5	20000
Thallium, Total	7440-28-0	0.5
Zinc, Total	7440-66-6	2000

REFERENCE:

1. EXISTING SITE INFORMATION PROVIDED BY CONTROL POINT ASSOCIATES, INC., "EXHIBIT SKETCH", DATED JUNE 7, 2022.
2. SAMPLE LOCATIONS BEFORE 2025 WERE COLLECTED BY WOODARD & CURRAN.LOCATIONS AND LABORATORY RESULTS WERE PROVIDED BY CAPELLI ORGANIZATION VIA PDF ON JUNE 27, 2025.

NOTES:

1. NY-AWQSGV: NEW YORK TOGS 111 AMBIENT WATER QUALITY STANDARDS & GUIDANCE VALUES CRITERIA PER STANDARDS & GUIDANCE VALUES INCLUDING ALL ADDENDA THROUGH FEBRUARY 2023.
2. JN - PRESUMPTIVE EVIDENCE OF COMPOUND. THIS REPRESENTS AN ESTIMATED CONCENTRATION FOR TENTATIVELY IDENTIFIED COMPOUNDS (TICS), WHERE THE IDENTIFICATION IS BASED ON A MASS SPECTRAL LIBRARY SEARCH.
3. J - ESTIMATED VALUE. THE TARGET ANALYTE CONCENTRATION IS BELOW THE QUANTITATION LIMIT (RL), BUT ABOVE THE METHOD DETECTION LIMIT
(MDL) OR ESTIMATED DETECTION LIMIT (EDL) FOR SPME-RELATED ANALYSES. THIS REPRESENTS AN ESTIMATED CONCENTRATION FOR TENTATIVELY IDENTIFIED COMPOUNDS (TICS). FOR CALCULATED PARAMETERS, THIS REPRESENTS THAT ONE OR MORE VALUES USED IN THE CALCULATION WERE ESTIMATED
4. SAMPLE LOCATIONS BEFORE 2025 WERE COLLECTED BY WOODWARD & CURRAN. LOCATIONS AND LABORATORY RESULTS WERE PROVIDED BY CAPELLI ORGANIZATION VIA PDF ON JUNE 27, 2025.
5. SESI INSTALLED ADDITIONAL MONITORING WELLS IN JULY 2025 BUT WERE NOT SAMPLED AND THIS ARE NOT DEPICTED.
6. SEVERAL SAMPLE/WELL LOCATIONS ARE NOT DEPICTED AS THEY DID NOT EXHIBIT ANY GROUNDWATER EXCEEDANCES OR ARE LOCATED OFF-SITE.
7. NOT INTENTED FOR CONSTRUCTION.
8. SCREENED INTERVALS ARE MEASURED IN FEET BELOW GROUND SURFACE (FEET BGS).

LEGEND:

- SITE BOUNDARY
- SB-37/TW-5 - SESI SOIL BORING & TEMPORARY WELL LOCATION
- WC-MW-04 - WOODARD & CURRAN WELL LOCATION
- MW-23 - MONITORING WELL LOCATION
- APPROXIMATE INFERRED GROUNDWATER FLOW DIRECTION

Scale: 1"= 40'

0 20 40 80 120 160

NYS Education Law
Unauthorized alterations or additions to this plan are a violation of section 7209 (2) of the New York State Education Law. Copies of this map not having the seal of the engineer shall not be valid.

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KEY MAP

rev	date	description

SESI CONSULTING ENGINEERS
GEOTECHNICAL | ENVIRONMENTAL | SITE CIVIL
999 ROUTE 46E, 3RD FLOOR, PARSIPPANY, NJ 07054 PH: 973.808.9050

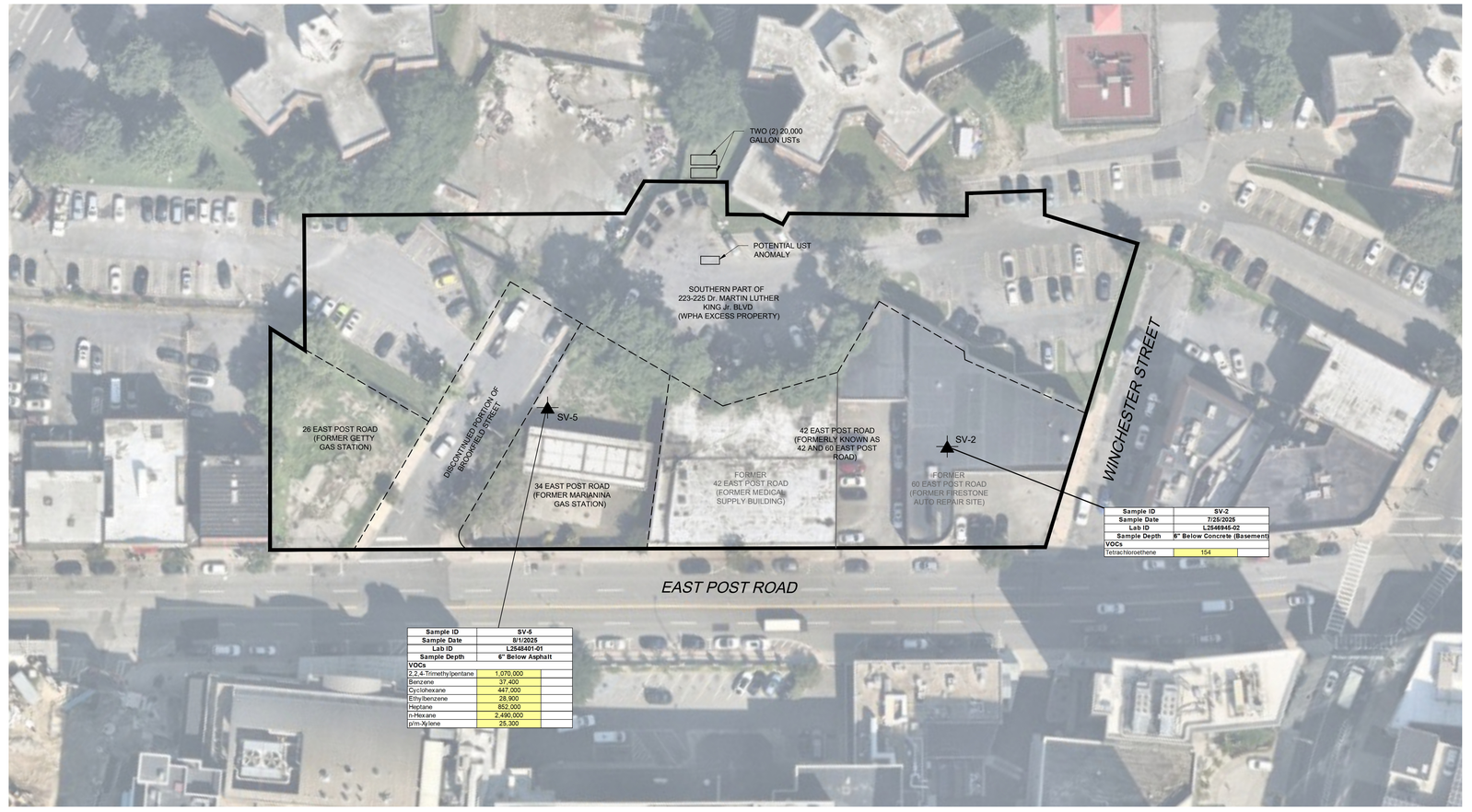
project:
EAST POST ROAD GARAGE SITE
40 EAST POST ROAD
WHITE PLAINS, NEW YORK 10601

title:
GROUNDWATER EXCEEDANCE MAP

dwg by: AW
chk by: BC
scale: AS NOTED
date: 05/19/2026

job no. 14228
drawing no. 4.2
1 of 1

N:\CAD\14228\GIS\ENVIRONMENTAL\NEW DATA\14228.DWG EXPLORATION → ALL DWG 05/20/26 10:06:58AM by: LAYOUT EXPLORATION_QW (EXCEEDANCE)



SOIL VAPOR STANDARDS TABLE

ANALYTE	CAS	NY-SSC-A-F	
VOCs			
2,2,4-Trimethylpentane	540-84-1	60	ug/m^3
Benzene	71-43-2	60	ug/m^3
Cyclohexane	110-82-7	60	ug/m^3
Ethylbenzene	100-41-4	60	ug/m^3
Heptane	142-82-5	200	ug/m^3
n-Hexane	110-54-3	200	ug/m^3
p/m-Xylene	179601-23-1	200	ug/m^3
Tetrachloroethene	127-18-4	100	ug/m^3

LEGEND:
1. NY-SSC-A-F: New York DOH Matrices A-F Sub-slab Vapor Concentrations Criteria per Guidance for Evaluating Soil Vapor Intrusion, October 2006, and updated February,

LEGEND:

- SITE BOUNDARY
- SV-2 - SOIL VAPOR NUMBER & APPROX. LOCATION

Scale: 1"= 40'

0 20 40 80 120 160

NOTE:
NOT INTENDED FOR CONSTRUCTION.

REFERENCE:
1. EXISTING SITE INFORMATION PROVIDED BY CONTROL POINT ASSOCIATES, INC., "EXHIBIT SKETCH", DATED JUNE 7, 2022.
2. SAMPLE LOCATIONS PROVIDED BY CAPELLI ORGANIZATION, VIA PDF ON JUNE 27, 2025.

NYS Education Law
Unauthorized alterations or additions to this plan are a violation of section 7209 (2) of the New York State Education Law. Copies of this map not having the seal of the engineer shall not be valid.

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N:\14XXX\14228\CAD\ENVIRONMENTAL\14228-SMC-SUMMARY SV RESULTS.DWG 05/19/26 04:56:59PM, dgn, LAYOUT1 SV DATA (2)

KEY MAP

rev	date	description

SESI CONSULTING ENGINEERS
GEOTECHNICAL | ENVIRONMENTAL | SITE CIVIL
959 ROUTE 46E, 3RD FLOOR, PARSIPPANY, NJ 07054 PH: 973.808.9050

project:
EAST POST ROAD GARAGE SITE
40 EAST POST ROAD
WHITE PLAINS, NEW YORK 10601

title:
SOIL VAPOR EXCEEDANCE MAP

dwg by: AW
chk by: BC
scale: AS NOTED
date: 05/19/2026

job no. 14228
drawing no. 4.3
1 of 1

Exhibit J

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: 34 EPR, LLC

DOS ID: 6494886

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 05/26/2022

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 05/26/2022

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: WESTCHESTER

NEXT STATEMENT DUE DATE: 05/31/2026

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O GARFUNKEL WILD, P.C.

Address: ATTN: SEAN P. LEYDEN, ESQ., 111 GREAT NECK ROAD, 6TH FLOOR, GREAT NECK, NY, UNITED STATES, 11021

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: EAST POST ROAD LLC

DOS ID: 7649489

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 07/01/2025

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 07/01/2025

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: WESTCHESTER

NEXT STATEMENT DUE DATE: 07/31/2027

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE COMPANY

Address: 41 EAST POST ROAD, WHITE PLAINS, NY, UNITED STATES, 10601

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: LC POST ROAD GARAGE HOLDINGS LLC

DOS ID: 7779372

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 12/10/2025

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 12/10/2025

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: WESTCHESTER

NEXT STATEMENT DUE DATE: 12/31/2027

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O LOUIS R. CAPPELLI

Address: CAPPELLI ORGANIZATION, 5 RENAISSANCE SQUARE 42ND FLOOR, WHITE PLAINS, NY, UNITED STATES, 10601

Electronic Service of Process on the Secretary of State as agent: Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

An official website of New York State.
Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: LC POST ROAD GARAGE LLC

DOS ID: 7552659

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 03/06/2025

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 03/06/2025

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: CURRENT

COUNTY: WESTCHESTER

NEXT STATEMENT DUE DATE: 03/31/2027

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY | NAME HISTORY | FILING HISTORY | MERGER HISTORY | ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O LOUIS R. CAPPELLI

Address: CAPPELLI ORGANIZATION, 5 RENAISSANCE SQUARE 42ND FLOOR, WHITE PLAINS, NY, UNITED STATES, 10601

Electronic Service of Process on the Secretary of State as agent: Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

Exhibit K

RESOLUTION

The undersigned being the President and Chief Executive Officer of White Plains Hospital Medical Center, a domestic not-for-profit corporation, which is the sole owner of 34 EPR, LLC, a New York limited liability company (the "Company"), pursuant to and in accordance with the provisions of the New York Limited Liability Company Act, hereby waives notice of a meeting and consents to and adopts the following resolutions.

RESOLIVED, that the Company be, and it hereby is, authorized and directed to enter into, execute and deliver, all documents, agreements and instruments and to take any and all action necessary or desirable on behalf of, and for the benefit of, the Company to submit a Brownfield Cleanup Program ("BCP") Application, as a prospective volunteer, to the New York State Department of Environmental Conservation ("NYS DEC") for the prospective BCP site located at p/o Dr. Martin L. King, Jr. Blvd (125.83-7-p/o 1.1), Brookfield Street (R.O.W.), 26 E. Post Road (130.27-2-5), 34 E. Post Road (130.27-2-4), and 42 E. Post Road (130.27-2-2.1), White Plains, New York 10601 (the "BCP Site");

RESOLVED, that Joseph J. Guarracino, the Executive Vice President, Chief Administrative Officer and Chief Financial Officer of White Plains Hospital Medical Center, which is the sole owner of the Company, is authorized to sign on behalf of the Company, is authorized to execute any and all instruments and documents and to take any and all action deemed necessary or desirable to evidence, implement, secure and/or consummate the transactions as described above, including but not limited to the execution of a Brownfield Cleanup Agreement ("BCA") with the NYS DEC and any and all future documents required in the BCP, including also, an Environmental Easement, if required; and

RESOLVED, that all actions hereto taken and all documents heretofore executed and all present and future actions taken in connection with the above and/or these resolutions, be and they hereby are, ratified, confirmed and approved.

Dated: March 25, 2026

Susan Fox, President & CEO
White Plains Hospital Medical Center

RESOLUTION

The undersigned being the President and Chief Executive Officer of White Plains Hospital Medical Center, a domestic not-for-profit corporation, which is the sole owner of East Post Road LLC, a New York limited liability company (the "Company"), pursuant to and in accordance with the provisions of the New York Limited Liability Company Act, hereby waives notice of a meeting and consents to and adopts the following resolutions.

RESOLIVED, that the Company be, and it hereby is, authorized and directed to enter into, execute and deliver, all documents, agreements and instruments and to take any and all action necessary or desirable on behalf of, and for the benefit of, the Company to submit a Brownfield Cleanup Program ("BCP") Application, as a prospective volunteer, to the New York State Department of Environmental Conservation ("NYS DEC") for the prospective BCP site located at p/o Dr. Martin L. King, Jr. Blvd (125.83-7-p/o 1.1), Brookfield Street (R.O.W.), 26 E. Post Road (130.27-2-5), 34 E. Post Road (130.27-2-4), and 42 E. Post Road (130.27-2-2.1), White Plains, New York 10601 (the "BCP Site");

RESOLVED, that Joseph J. Guarracino, the Executive Vice President, Chief Administrative Officer and Chief Financial Officer of White Plains Hospital Medical Center, which is the sole owner of the Company, is authorized to sign on behalf of the Company, is authorized to execute any and all instruments and documents and to take any and all action deemed necessary or desirable to evidence, implement, secure and/or consummate the transactions as described above, including but not limited to the execution of a Brownfield Cleanup Agreement ("BCA") with the NYS DEC and any and all future documents required in the BCP, including also, an Environmental Easement, if required; and

RESOLVED, that all actions hereto taken and all documents heretofore executed and all present and future actions taken in connection with the above and/or these resolutions, be and they hereby are, ratified, confirmed and approved.

Dated: March 25, 2026

Susan Fox, President & CEO
White Plains Hospital Medical Center

SOLE MEMBER
WRITTEN CONSENT

The undersigned, being the owner of LC Post Road Garage Holdings LLC, does hereby certify as follows:

1. LC Post Road Garage Holdings LLC is a prospective volunteer for the prospective Brownfield Cleanup Program (BCP) Site located at p/o Dr. Martin L. King, Jr. Blvd (125.83-7-p/o 1.1), Brookfield Street (R.O.W.), 26 E. Post Road (130.27-2-5), 34 E. Post Road (130.27-2-4), and 42 E. Post Road (130.27-2-2.1), White Plains, New York 10601 (collectively the "BCP Site").

2. I, Louis R. Cappelli, am the owner of LC Post Road Garage Holdings LLC and am therefore authorized to execute any documents required by the New York State Department of Environmental Conservations on behalf of BCP Site Volunteer LC Post Road Garage Holdings LLC.

3. I am authorized to Execute any document required as a result of the BCP Site's participation in the New York State Brownfield Cleanup Program on behalf of BCP Site Volunteer LC Post Road Garage Holdings LLC, including but not limited to the Brownfield Cleanup Agreement, any Change of Use applications, Brownfield Cleanup Agreement amendment applications, and if required an Environmental Easement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 25th day of March, 2026.

Louis R. Cappelli, Owner
LC Post Road Garage Holdings LLC

SOLE MEMBER
WRITTEN CONSENT

The undersigned, being the owner of LC Post Road Garage Holdings LLC, which is the sole member of LC Post Road Garage LLC, does hereby certify as follows:

1. LC Post Road Garage LLC is a prospective volunteer for the prospective Brownfield Cleanup Program (BCP) Site located at p/o Dr. Martin L. King, Jr. Blvd (125.83-7-p/o 1.1), Brookfield Street (R.O.W.), 26 E. Post Road (130.27-2-5), 34 E. Post Road (130.27-2-4), and 42 E. Post Road (130.27-2-2.1), White Plains, New York 10601 (collectively the "BCP Site").

2. I, Louis R. Cappelli, am the owner of LC Post Road Garage Holdings LLC, which is the sole member of LC Post Road Garage LLC and am therefore authorized to execute any documents required by the New York State Department of Environmental Conservations on behalf of BCP Site Volunteer LC Post Road Garage LLC.

3. I am authorized to execute any document required as a result of the BCP Site's participation in the New York State Brownfield Cleanup Program on behalf of BCP Site Volunteer LC Post Road Garage LLC, including but not limited to the Brownfield Cleanup Agreement, any Change of Use applications, Brownfield Cleanup Agreement amendment applications, and if required an Environmental Easement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 25th day of March 2026.

Louis R. Cappelli, Owner of
LC Post Road Garage Holdings LLC, sole member
LC Post Road Garage LLC

Exhibit L

Site Contact List

East Post Road Garage Site

p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road and Brookfield Street, White Plains, NY 10601

Name	Title	Address	City	State	Zip
Chuck Schumer	U.S. Senator	Leo O'Brien Building, Room 827	Albany	NY	12207
Kirsten Gillibrand	U.S. Senator	Leo O'Brien Building, Room 821	Albany	NY	12207
George Latimer	U.S. House of Representatives	222 Mamaroneck Avenue, Suite 312	White Plains	NY	10605
Shelley B. Mayer	New York State Senator	235 Mamaroneck Avenue, Suite 400	White Plains	NY	10605
Ken Jenkins	Westchester County Executive	148 Martine Avenue	White Plains	NY	10601
Richard Hyman	Westchester County Planning Board, Chair	148 Martine Avenue, Room 420	White Plains	NY	10601
Thomas Roach	Mayor of White Plains	City Hall, 255 Main Street	White Plains	NY	10601
John Ioris	White Plains Planning Board, Chair	255 Main Street	White Plains	NY	10601
Christopher Gomez, AICP	White Plains Planning Department, Commissioner	70 Church Street	White Plains	NY	10601
The Journal News	Media Outlet	1133 Westchester Avenue, Suite N110	White Plains	NY	10604
Bureau of Water and Wastewater	City of White Plains Public Water Supply	255 Main Street	White Plains	NY	10601
Stefania A. Mignone	White Plains Department of Public Works, Commissioner	255 Main Street	White Plains	NY	10601
Laura Eckley	White Plains Public Library - Document Repository	100 Martine Avenue	White Plains	NY	10601
Leroy Dixon	WPMS Eastview Campus - Middle School	350 Main Street	White Plains	NY	10601
Julie Choi	Fusion Academy Westchester	1 N. Broadway, Suite 120	White Plains	NY	10601
Ashley M. Perez	Athena Montessori Childern's Program	20 Greenridge Avenue	White Plains	NY	10605
Leah Tomberlin and Ricardo McDonald	Kiddie Academy of White Plains	222 Bllomingdale Road, Suite 108	White Plains	NY	10605
Rob Janowitz	Mamaroneck Avenue School - Elementary School	7 Nosband Avenue	White Plains	NY	10605
Jesimea Ossorio	Post Road School - Elementary School	175 W. Post Road	White Plains	NY	10606
Khali Murrell	Rochambeau Alternative High School	228 Fisher Avenue	White Plains	NY	10606
Candy Camacho and Consuelo Camacho	My Sister's Daycare	3 Ridgeview Avenue	White Plains	NY	10606
Sharla Dunat	Children's Corner Learning Center	120 Bloomingdale Road	White Plains	NY	10605
To Whom it May Concern	Pilar's Little Dreamers Daycare	62 Lincoln Avenue	White Plains	NY	10606
Patricia N. Diez Canseco	Patricia's Day Care	58 Lincoln Avenue	White Plains	NY	10606
To Whom it May Concern	Lil Explorers	39 Trenton Avenue	White Plains	NY	10606
To Whom it May Concern	Children's City Bilingual Daycare	35 Alexander Avenue	White Plains	NY	10606
Lada Tillmann	Prospect Academy of Westchester	82 Prospect Street	White Plains	NY	10606
Jennifer Frias-Gonzalez	Little Disciple Learning Center	348 S. Lexington Avenue	White Plains	NY	10606
White Plains Housing Authority	Owner of Site - Dr. Martin L. King, Jr. Blvd (Lot 1.1)	223 Dr. Martin L. King, Jr. Bvld	White Plains	NY	10601
Gabe Realty Corp.	Adjacent Property Owner of 18-20 E. Post Road	149 Grand Street	White Plains	NY	10601
Adeogun Owonikoko Company LLC	Adjacent Property Owner of 22-24 E. Post Road	15 Gredney Way	White Plains	NY	10605
Morbiz Realty Corp.	Adjacent Property Owner of 255 Dr. Martin L. King, Jr. Blvd and 68-74 E. Post Rd	72 E. Post Road	White Plains	NY	10601
Jackannlou Realty Corp.	Adjacent Property Owner of 66 E. Post Road	66 1/2 E. Post Road	White Plains	NY	10601
Jackann Realty Corp.	Adjacent Property Owner of 66 1/2 E. Post Road	66 1/2 E. Post road	White Plains	NY	10601
White Plains Hospital Medical Center	Adjacent Property Owner/Operator of 79 E. Post Road	41 E. Post Road	White Plains	NY	10601
WP Hospital Center Inc.	Adjacent Property Owner/Operator of 41 E. Post Road	41 E. Post Road	White Plains	NY	10601
AMS Café	Adjacent Property Operator of 22-24 E. Post Road	22 E. Post Road	White Plains	NY	10601
Libia's Meat Market & Grocery	Adjacent Property Operator of 66 E. Post Road	253 Dr. Martin L. King, Jr., Blvd	White Plains	NY	10601
Erwin's Barbershop	Adjacent Property Operator of 66 E. Post Road	255 Dr. Martin L. King, Jr., Blvd	White Plains	NY	10601

NY Nails	Adjacent Property Operator of 66 E. Post Road	255 Dr. Martin L. King, Jr., Blvd, 2nd Floor	White Plains	NY	10601
Star Dinner	Adjacent Property Operator of 66 ½ E. Post Road	66 E. Post Road	White Plains	NY	10601
Papa John's Pizza	Adjacent Property Operator of 68-74 E. Post Road	68-72 E. Post Road	White Plains	NY	10601
Eagle Taxi	Adjacent Property Operator of 68-74 E. Post Road	72 E. Post Road	White Plains	NY	10601
White Plains Surgical Supplies	Adjacent Property Operator of 68-74 E. Post Road	72 E. Post Road	White Plains	NY	10601
Home Frite	Adjacent Property Operator of 68-74 E. Post Road	70 E. Post Road	White Plains	NY	10601
Diviine Hair Studio & Nails by Diaz	Adjacent Property Operator of 68-74 E. Post Road	255 Dr. Martin L. King, Jr. Blvd, 2nd Floor	White Plains	NY	10601

Exhibit M

KNAUF SHAW LLP
2600 Innovation Square
100 South Clinton Avenue
Rochester, New York 14604
nyenvlaw.com

LINDA R. SHAW
ATTORNEY AT LAW
T 585.546.8430
C 585.414.3122
lshaw@nyenvlaw.com

Laura Eckley, Library Director
White Plains Public Library
100 Martine Avenue
White Plains, New York 10601
leckley@whiteplainsny.gov
smcdaniel@whiteplainsny.gov

RE: Brownfield Cleanup Program Application
Site Name: East Post Road Garage Site
Site Address: p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, Brookfield Street, White Plains, NY 10601

Dear Ms. Eckley:

We represent LC Post Road Garage LLC, LC Post Road Garage Holdings LLC, 34 EPR, LLC and East Post Road LLC in their anticipated Brownfield Cleanup Program application for the above-referenced site at p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, Brookfield Street, White Plains, NY 10601. We respectfully request that the White Plains Public Library serve as a document repository for this project. It is a requirement of the NYS Department of Environmental Conservation that we supply them with a letter certifying that the local library is willing and able to serve as a document repository for all documents pertaining to the cleanup of this property. To avoid significant use of your shelf space, all documents will be sent in CD format.

Please sign below and return the executed letter as an attachment to an email to my paralegal, Rebecca Owten, at rowten@nyenvlaw.com, if you are able to certify that the White Plains Public Library is willing and able to act as a temporary public repository for this Brownfield Cleanup Program Project.

Sincerely,

KNAUF SHAW LLP

LINDA R. SHAW, ESQ.

The White Plains Public Library is willing and able to act as a document repository for the Brownfield Cleanup Program Project located at p/o Dr. Martin L. King, Jr. Blvd., 26 E. Post Road, 34 E. Post Road, 42 E. Post Road, Brookfield Street, White Plains, NY 10601.

Laura Eckley 12/15/25

Laura Eckley, Library Director — Date

Exhibit N

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Administrative Information

DEC Region: 3
Spill Number: 9713110

Spill Date/Time

Spill Date: 02/24/1998
Spill Time: 10:00:00 AM
Call Received Date: 02/24/1998
Call Received Time: 11:35:00 AM

Location

Spill Name: CLOSED GETTY GAS STATION
Address: 26 EAST POST RD
City: WHITE PLAINS
County: Westchester

Spill Description

Material Spilled	Amount Spilled	Resource Affected
gasoline	Unknown	Soil

Cause: Equipment Failure

Source: Gasoline Station or other PBS Facility

Waterbody:

Record Close

Date Spill Closed: 08/21/2017

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the Regional Office where the incident occurred.

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Details from Spill Incidents Database Search

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 9406684

Spill Date/Time

Spill Date: 08/16/1994
Spill Time: 02:00:00 PM
Call Received Date: 08/17/1994
Call Received Time: 11:15:00 AM

Location

Spill Name: FORMER NORTHVILLE GAS STA
Address: 34 EAST POST ROAD
City: WHITE PLAINS
County: Westchester

Spill Description

Material Spilled	Amount Spilled	Resource Affected
gasoline	Unknown	Soil

Cause: Unknown

Source: Gasoline Station or other PBS Facility

Waterbody:

Record Close

Date Spill Closed: 06/30/1999

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

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Details from Spill Incidents Database Search

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 1509193

Spill Date/Time

Spill Date: 12/09/2015
Spill Time: 08:41:00 AM
Call Received Date: 12/09/2015
Call Received Time: 08:41:00 AM

Location

Spill Name: BP GAS STATION
Address: 34 EAST POST RD
City: WHITE PLAINS
County: Westchester

Spill Description

Material Spilled	Amount Spilled	Resource Affected
gasoline	Unknown	Unknown

Cause: Equipment Failure

Source: Gasoline Station or other PBS Facility

Waterbody:

Record Close

Date Spill Closed: 12/09/2015

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

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Details from Spill Incidents Database Search

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 1608924

Spill Date/Time

Spill Date: 09/01/2014
Spill Time: 01:00:00 PM
Call Received Date: 12/20/2016
Call Received Time: 01:00:00 PM

Location

Spill Name: BP STATION- EAST POST RD GASMART
Address: 34 EAST POST ROAD
City: WHITE PLAINS
County: Westchester

Spill Description

Material Spilled	Amount Spilled	Resource Affected
gasoline	Unknown	Soil, Groundwater

Cause: Unknown
Source: Gasoline Station or other PBS Facility
Waterbody:

Record Close

Date Spill Closed: Not Closed

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Spill Record

Administrative Information

DEC Region: 3
Spill Number: 9912180

Spill Date/Time

Spill Date: 01/21/2000
Spill Time: 03:45:00 PM
Call Received Date: 01/21/2000
Call Received Time: 04:10:00 PM

Location

Spill Name: WHITE PLAINS HOUSING
Address: 33 FISHER AVE
City: WHITE PLAINS
County: Westchester

Spill Description

Material Spilled	Amount Spilled	Resource Affected
#4 fuel oil	30 Gal.	Soil

Cause: Equipment Failure
Source: Commercial Vehicle
Waterbody:

Record Close

Date Spill Closed: 05/30/2000
"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

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Spill Record

Administrative Information

DEC Region: 3
Spill Number: 0207150

Spill Date/Time

Spill Date: 10/10/2002
Spill Time: 11:30:00 AM
Call Received Date: 10/10/2002
Call Received Time: 11:39:00 AM

Location

Spill Name: WINDBROOK HOUSING
Address: 223 DR MARTIN LUTHER KING
City: WHITE PLAINS
County: Westchester

Spill Description

Material Spilled	Amount Spilled	Resource Affected
#4 fuel oil	Unknown	Soil

Cause: Tank Test Failure
Source: Private Dwelling
Waterbody:

Record Close

Date Spill Closed: 11/25/2002

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

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Details from Spill Incidents Database Search

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 0011871

Spill Date/Time

Spill Date: 02/02/2001
Spill Time: 05:09:00 PM
Call Received Date: 02/02/2001
Call Received Time: 05:26:00 PM

Location

Spill Name: RAKOFF REALTY
Address: 42 EAST POST RD
City: WHITE PLAINS
County: Westchester

Spill Description

Material Spilled	Amount Spilled	Resource Affected
#2 fuel oil	25 Gal.	Soil, Groundwater

Cause: Human Error

Source: Commercial/Industrial

Waterbody:

Record Close

Date Spill Closed: 10/11/2005

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

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Details from Spill Incidents Database Search

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 0011872

Spill Date/Time

Spill Date: 02/02/2001
Spill Time: 06:42:00 PM
Call Received Date: 02/02/2001
Call Received Time: 07:42:00 PM

Location

Spill Name: APARTMENT HOUSE
Address: 42-44 EAST POST RD
City: WHITE PLAINS
County: Westchester

Spill Description

Material Spilled	Amount Spilled	Resource Affected
#2 fuel oil	70 Gal.	Soil

Cause: Other

Source: Private Dwelling

Waterbody:

Record Close

Date Spill Closed: 02/05/2001

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

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Spill Record

Administrative Information

DEC Region: 3
Spill Number: 0804645

Spill Date/Time

Spill Date: 07/23/2008
Spill Time: 11:30:00 AM
Call Received Date: 07/23/2008
Call Received Time: 11:49:00 AM

Location

Spill Name: STS TIRE SERVICE
Address: 60 EAST POST ROAD
City: WHITE PLAINS
County: Westchester

Spill Description

Material Spilled	Amount Spilled	Resource Affected
hydraulic oil	Unknown	Soil

Cause: Equipment Failure
Source: Commercial/Industrial
Waterbody:

Record Close

Date Spill Closed: 09/26/2008
"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

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Exhibit O

STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

In the matter of the Alleged Violations of Article 17 of the New York State Environmental Conservation Law ("ECL"), Article 12 of the Navigation Law of the State of New York and Title 6 of the Official Compilation of Codes, Rules and Regulations ("6 NYCRR") of the State of New York

AMENDED ORDER ON CONSENT

-by-

Case No. SPILLS.16-08934.11.2018

Marianina Oil Corp., White Plains Hospital Medical Center & 34 EPR LLC

Respondents

WHEREAS:

1. The New York State Department of Environmental Conservation (the "Department") entered an Order on Consent with Marianina Oil Corp. ("Marianina") for this matter in August, 2021 ("2021 Order"). The 2021 Order is incorporated herein by reference and, except as amended below, remains in full force and effect.

2. The 2021 Order was executed to resolve open violations including the violation of a prior Order executed in 2017 ("2017 Order"), in which Marianina agreed to remediate contamination at a petroleum bulk storage facility located at 34 East Post Road, White Plains NY (the "Facility"). Marianina filed bankruptcy in the middle of the Department's enforcement action for failing to comply with the 2017 Order.

3. The 2021 Order requires Marianina to facilitate the cleanup of the Facility pursuant to the approved workplan attached to and incorporated into the 2021 Order (the "Workplan"). The 2021 Order further requires that Marianina seek to incorporate the terms and conditions of the 2021 Order and attached Workplan as a priority in the eventual Bankruptcy Plan.

4. White Plains Hospital Medical Center ("White Plains Hospital"),or an affiliated entity 34 EPR LLC, now intends to purchase the Facility and, provided it proceeds with the purchase, shall deposit $1,250,000 from the proceeds of the sale into an escrow account to be disbursed in accordance with the Bankruptcy Court Order to facilitate the cleanup of the Facility. White Plains Hospital or 34 EPR LLC will be utilizing these proceeds from the sale of the Facility to conduct the cleanup required of Marianina under the 2021 Order.

5. The Department, with the consent of Respondent Marianina and White Plains Hospital and 34 EPR LLC, has agreed to and enters into, the following amendment to the 2021 Order.

THE COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION HEREBY ORDERS THAT:

I. The 2021 Order on Consent is hereby amended to add either White Plains Hospital or 34 EPR LLC as a Party to the 2021 Order depending on which entity acquires the Facility. The party will be added the day the Facility is acquired. White Plains Hospital or 34 EPR LLC shall complete the cleanup required by the 2021 Order with the $1,250,000 set aside from the bankruptcy proceeding as is outlined in the 2021 Order.

II. Paragraph I.2. of the 2021 Order is removed and amended as follows:

Marianina has submitted, for Department approval, a proposed Workplan to implement and complete the investigation and remediation due to the contamination at and emanating from the Facility. The Workplan has already been approved by the Department, and is already an enforceable part of this agreement and attached hereto as Exhibit A. White Plains Hospital, 34 EPR have submitted a supplemental map (Exhibit B) with new information to further facilitate the remediation which has also now been approved by the Department; however if conditions on site show that contamination emanating from this spill goes beyond the map it will also have to be remediated as part of this Order. White Plains Hospital, 34 EPR LLC or another entity shall implement and complete the Workplan in Exhibits A within the remediation boundary map in Exhibit B as approved on behalf of Marianina. To clarify, the White Plains Hospital or 34 EPR LLC agree to remediate to achieve the goal of the petroleum cleanup levels in the CP-51 Guidance document in all end point samples both on- and off-site within the Spill Remediation Boundary area shown on the map attached hereto in Exhibit B. If the money runs out in the bankruptcy before the full Workplan can be completed within the area shown on the map in Exhibit B and pursuant to the Workplan in Exhibit A, then either: a. the Department shall undertake any remaining work for the cleanup pursuant to its authority under Navigation Law, which is subject to cost recovery or b. White Plains Hospital, 34 EPR LLC, or another entity may enter into an order or apply to the New York State Brownfield Cleanup Program as appropriate to finish the remaining work, including any off-site work required therein, utilizing the approved Workplan attached hereto in Exhibit B that is subject to the Order, to ensure the required work is completed. Post remediation groundwater monitoring will be subject to final department approval. If additional remediation is required beyond Spill Remediation Boundary shown on the map in Exhibit B that is not related to this spill on the White Plains Housing Authority property or elsewhere, subject to access approval from any off-site property owner(s) at the time, then those areas would be eligible to apply to the Brownfield Cleanup Program.

III. Paragraph I.4. of the 2021 Order is removed and replaced with the following:

This Order shall not terminate until the work for the cleanup has been completed, or the Department enters into a subsequent order or Brownfield Cleanup Agreement with White Plains Hospital, 34 EPR LLC or a new entity to complete any remaining work, including any off-site work.

IV. All other provisions of the Order on Consent remain unchanged, in full force and effect and shall be binding on the Respondents.

IV. This Second Amendment to the Order on Consent shall take effect when it is signed by Respondents and a designee of the Commissioner.

DATED: September 8, 2022

BASIL SEGGOS
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Andrew Guglielmi, Esq. Director
Division of Environmental Remediation

CONSENT BY RESPONDENT

Respondent White Plains Hospital Medical Center hereby consents to the issuing and entering of this Amendment to Order on Consent without further notice, and agrees to be bound by the terms, conditions and provisions contained in this Amendment to the Order on Consent.

9/1/22
Date

Company Name: White Plains Hospital Medical Center
Name: Joseph Guarracino
Title: Executive Vice President, Chief Administrative Officer & Chief Financial Officer, Authorized Signatory

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Westchester) ss:

On the 1 day of September in the year 2022, before me personally came Joseph Guarracino to me known, who being, by me duly sworn, did depose and say that he/she is EVP, CAO, CFO of White Plains Hospital and that he/she executed the above instrument; and that he/she signed his/her name thereto by authority of said company.

Notary Public, Signature and Office of individual taking acknowledgment:
Holly Johnson

HOLLY JOHNSON
Notary Public, State of New York
No. 01JO6009057
Qualified in Westchester County
Commission Expires June 1, 2026

CONSENT BY RESPONDENT

Respondent 34 EPR LLC hereby consents to the issuing and entering of this Amendment to Order on Consent without further notice, and agrees to be bound by the terms, conditions and provisions contained in this Amendment to the Order on Consent.

9/1/22
Date

Company Name: 34 EPR LLC
Name: Joseph Guarracino
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Westchester) ss:

On the 1 day of September in the year 2022, before me personally came Joseph Guarracino to me known, who being, by me duly sworn, did depose and say that he/she is EVP, CAO CFO of White Plains Hospital and that he/she executed the above instrument; and that he/she signed his/her name thereto by authority of said company.

Notary Public, Signature and Office
of individual taking acknowledgment:
Holly Johnson

HOLLY JOHNSON
Notary Public, State of New York
No. 01JO8008057
Qualified in Westchester County
Commission Expires June 1, 2026

CONSENT BY RESPONDENT

Respondent Marianina Oil Corp. hereby consents to the issuing and entering of this Amendment to Order on Consent without further notice, and agrees to be bound by the terms, conditions and provisions contained in this Amendment to the Order on Consent.

9/6/2022
Date

Company Name: Marianina Oil Corp
Name: Nancy Madvin
Title: Chief Restructuring Officer

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Westchester) ss:

On the 6th day of September in the year 2022, before me personally came Nancy Madvin to me known, who being, by me duly sworn, did depose and say that he/she is Chief Restructuring Officer of Marianina Oil Corp. and that he/she executed the above instrument; and that he/she signed his/her name thereto by authority of said company.

Notary Public, Signature and Office
of individual taking acknowledgment:

LEE J. LEFKOWITZ
Notary Public, State of New York
Qualified in New York County
No. 02LE6263517
My Commission Expires June 11, 2024

Exhibit A

Sept. 3, 2021 Final Remedial Workplan with Figures

HydroEnvironmental SOLUTIONS, INC.

September 3, 2021

Via email: daniel.bendell@dec.ny.gov

Mr. Dan Bendell
New York State Department of Environmental Conservation (NYSDEC)
21 South Putts Corner Road
New Paltz, New York 12561

RE: Remedial Action Work Plan
34 E Post Road and WPHA Building 33 Property
White Plains, New York

Dear Mr. Bendell:

Please find a revised proposed Remedial Action Work Plan ("RAWP") for the two adjoining environmentally impacted sites—34 E. Post Road ("Marianina Site") and the White Plains Housing Authority ("WPHA") Property—for the Department's review on behalf of Marianina Oil Corporation ("Marianina"). This Revised RAWP supplements the RAWP submitted for your review on December 28, 2020, and incorporates the discussions that followed. The RAWP is based upon the extensive testing and investigation undertaken during the pendency of this matter. The purpose of the RAWP is to define protocol to remediate the gasoline release that has impacted both properties located in downtown White Plains, New York, and to attach same to a Consent Decree between Marianina, the Department, and potentially the White Plains Urban Renewal Agency ("WPURA") as discussed further below. The Site location is shown on **Figure 1**.

Site Background and File Review

In preparing this Plan, HES has reviewed, and relied upon:

(i) Subsurface Investigation Report and Remedial Costs dated November 2016, for both the Marianina Site and the WPHA Property, compiled by First Environment, Inc. ("FEI") of Boonton, New Jersey. All work completed by FEI was conducted on behalf of the WPHA.

(ii) Expert Opinion Report of Heather Cloud, dated May, 2019 ("Cloud Report"), and an Expert Rebuttal Opinion of Heather Cloud, dated August 2019 ("Cloud Rebuttal Report"), respectively, for both the Marianina Site and the WPHA Property compiled by Groundwater & Environmental Services, Inc. ("GES") of Hauppauge, NY. All work completed by GES was conducted on behalf of BP Products North America Inc. ("BP") and Atlantic Richfield Company ("ARC").

(iii) HES's Subsurface Investigation Report of the Marianina Site prepared in November 2017, on behalf of Marianina. The investigation included the installation of Geoprobe soil borings and temporary monitor wells, and sampling of both soil and groundwater beneath the Marianina Site.

(iv) Relevant findings contained in an Opinion and Order on Summary Judgment by Judge Nelson Román dated August 27, 2020, in a related litigation, *White Plains Housing Authority v. BP Products North America Inc., Marianina Oil Corp., and Atlantic Richfield Co.*, No. 17-cv-06250 ("Román Decision").

(v.) Letter from First Environment (on behalf of the White Plains Housing Authority), dated January 8, 2021 ("FEI Report"), commenting upon the prior proposed RAWP December 28, 2021 draft RAWP.

(vi.) Conceptual Plans prepared by the WPURA ("Garage Concept Plans"), describing footprint and areas of excavation of proposed parking garage to be constructed after acquisition of the subject properties by the WPURA. See **Figure 6** attached. The Garage Concept Plans are overlaid onto the subject properties and Google Earth image of the site, together with relevant data from the soil borings and monitoring wells. See **Figure 2** attached.

Based upon this file review, the conditions on the respective Sites can be summarized, as follows:

Marianina Site

- Sampling on the Marianina Site indicates that both soil and groundwater have been impacted, and that concentrations of gasoline constituents (BTEX compounds) were detected in both media above their respective New York State Department of Environmental Conservation ("NYSDEC") guidelines and standards, and gasoline was detected floating on the water table in several of the temporary wells installed by HES at the site. See FEI Report at pages 7-11; HES Report at page 4.

- Based on soil borings and groundwater monitoring wells installed by HES in connection with its 2017 Report, the source area of the contamination and the highest concentrations is located on the Marianina Site in an area approximately 70-feet wide by 70-feet long by 8-to-10 feet deep. Its location is depicted in **Figure 2** by the green-colored polygon. Accord FEI Report at 8-9.

- The levels of contamination on the Marianina Site decline as they move away from the hot spot, and towards the WPHA Property. See Cloud Report at pages 61-63; **Figure 5**.

WPHA Property

- Testing over the past six years has shown that the gasoline spill at the Marianina Site has minimally impacted an approximate 3,479-square-foot area on the neighboring WPHA Property. See Cloud Rebuttal Report at Table 5 & 6; FEI Report at pages 7-11; HES Report at page 4.

    - The Cloud Rebuttal Report depicts this area in a yellow-hatched polygon at page 36 as shown on its Figure 10, which Ms. Cloud calls the "maximum area soils [that] should be excavated." It totals approximately 1,443 tons of soil. Cloud Rebuttal Report at 35. The area runs from the Marianina Site up to the vicinity of MW-201, where, based on testing, TVOC levels and soil-impacted levels are expected to be mostly above Department guidelines. As discussed below, all recent testing outside the yellow-hatched polygon has produced compliant results. Also as discussed below, because the plume from the Marianina Site commingled with another plume from a nearby Getty station spill, which was remediated in 2015, all levels on the WPHA Property have been steadily declining even without remediation of the Marianina Property.

    - The proposed soil excavation area comprises about 1,000 tons, and is depicted by the light-blue polygon on **Figure 2** attached, but stands in contrast to the area shown in red hatch—depicting First Environment's proposed excavation area. First Environment claims this red area, totaling 5,400 square feet, must be completely excavated, even though there are few samples from within this area, and those that were taken just outside the area are within Department exceedance standards.

- Over the past six years, for example, the only sample above NYSDEC standards within the red polygon, besides MW-201, occurred at a temporary well (TWB-5) in 2015, which had a TVOC concentration of 12,500 µg/L. This well was not sampled again. See Cloud Report at page 49-50 and Cloud Report Figure 4. Sampling of surrounding wells, including wells *closer* to the source area than TWB-5, resulted in much lower concentrations. TVOC concentration at MW-201, the closest well to the Marianina Site and closer than TWB-5, for example, as of 2019, was tested at 86.69 µg/L.[1] See Cloud Rebuttal Report at page 30 and Cloud Report Figure 4.

    - MW-203-33, which is located hydraulically upgradient of TWB-5 and hydraulically downgradient of the Marianina site, has also been trending downward since 2015. The concentration of benzene in MW-203 was 180 µg/L in November 2016, and had decreased to 35 µg/L in February of 2019. See Cloud Rebuttal Report at page 40; see also **Figure 2**, attached. In November of 2017 the TVOC concentration at nearby MW-106 was also only 4.1 µg/L. Thus, the contamination levels drop steeply as the plume moves from MW-201 further from the Marianina Site.

[1] As discussed below, 2015 marks an important delineation, because that is when a different spill at a nearby Getty station was remediated.

- In contrast, First Environment's depiction of the impacted area goes well beyond MW-201, right up to MW-203. There is no testing within that area to support such a large excavation. And, as stated above, nearby test results downgradient of this area are compliant. For examples, the most recently tested concentrations of TVOCs was 0.4 µg/L, at TWB-4, <5.7 µg/L, TWB-6, and MW-205, 0.004 µg/L. See **Figure 2**, attached. See also Cloud Report Figure 4. In fact, all wells within or just outside First Environment's red area—including TWB-3, TWB-4, MW-203, TWB-6, MW-205, and TWB-1—all tested with TVOC levels below NYSDEC Guidelines.[2] See **Figure 2**, attached. See also Cloud Report Figure 4.

- First Environment's proposed impact area is excessive by another measure. It proposes excavation of the entire red-hatched area based on projections of movement of the plume, without any consideration of natural attenuation or conditions that will result from removal of the primary source on the Marianina Property, and partial excavation on the WPHA Property as described below.

  - According to travel time estimates, given the low-permeability underlying geology, the plume is not expected to reach Building 33 for years, if ever. See Román Decision at page 20; see also FEI Report at 5 ("[I]t is more probable than not (51 percent or more) that the migrating plume will reach Building 33's south wing in less than seven years."); FEI Report at 5-8 (acknowledging that plume's trend is, at worst, stable).

  - As discussed above, however, the data suggests that the plume is actually attenuating on the WPHA Property due to the prior remediation of the nearby Getty Site (26 East Post Road), and natural attenuation. The plume originating from the Getty Site migrated downgradient toward the WPHA Property near the basketball courts. See Cloud Rebuttal Report at pages 11 and 37; see also **Figure 2** attached**.** Approximately 5,409 tons of soil was excavated from the Getty Site and the Building 159 parking lot, extending up to about 36 feet from the southeastern edge of Building 159. See Cloud Rebuttal Report at 37. See Cloud Rebuttal Report at 37. As discussed above, after source-area removal from the Getty Site and the Building 159 parking lot, post-remediation groundwater concentrations trended downward through natural attenuation processes that ultimately led to the NYSDEC issuing a No Further Action letter. See Cloud Rebuttal Report at 37.

[2] There do not appear to be any off-site soil borings that occurred after December 2015, so the analysis herein is based primarily upon the testing of monitoring wells as a proxy for the soil in the area. First Environment states that it took five soil borings (SB-201 to SB-205, which it then converted into MW-201 to MW-205), and found that in 2015 the PID readings were elevated only at SB-201 (1,200 ppm) and SB-203 (537ppm) — though First Environment did not report this to NYSDEC until a year later. Cloud Rebuttal Report at 13. As explained below, like the elevated results at the two wells that were installed at those locations, contaminants have steadily declined over time at those locations.

- We are confident that the contamination on the WPHA Property is limited to the vicinity of MW-201, which forms the basis for the remediation proposal on the WPHA Property as discussed below.

PROPOSED REMEDIAL ACTION WORK PLAN

Marianina is currently in a bankruptcy proceeding. It is also in active negotiations to sell the Marianina Site to the WPURA. The WPURA is simultaneously engaged in condemnation proceedings to acquire several adjoining properties, including the abutting portion of the WPHA Property nearest to the Marianina Site, and plans to construct a public vehicle garage on the acquired properties. The Garage Conceptual Plans are attached here as Figure 6. As you can see in Figures 2 and 6, the WPURA's property acquisition, and the footprint of the WPURA's garage (and excavation area), would result in the excavation of the entire Marianina Site, and most, if not all, of the impacted soil on the WPHA Property as described above and shown in light blue and some red hatched area, to a depth of approximately 12-15 feet below grade.

As such, this Workplan presents two options. Option 1 is the Department's approved current plan forward, with Option 2 as a potential plan due to the fact that based on information and belief that the WPURA may be purchasing the facility and building a parking garage. This second option helps to streamline the first option and dovetail it with this plan and may be utilized if this occurs under separate institutional controls such as a supplemental order with the WPURA if this purchase occurs.. In the event that the WPURA acquires the Sites as contemplated, the RAWP as described hereunder will be performed simultaneous with the construction of the Garage on the Sites. If the Garage is never constructed for some reason, the RAWP will be performed at such time, either by WPURA (WPURA acquires the Marianina Sits) or Marianina, upon Marianina selling the property in Bankruptcy Court. The proceeds necessary to fund the RAWP will come either from the sale of the Marianina Site in Bankruptcy to the WPURA to build the garage, or if the WPURA for some reason does not go forward with its purchase, sale of the Marianina Property to another third party in an auction or other Bankruptcy proceeding. In either case, the cost of the RAWP approved herein will be escrowed with the ultimate buyer to implement the RAWP. Accordingly, there are two remediation plans described herein: (i) the WPURA purchases the Marianina Site for the purposes of building the parking garage, or (ii) sale in Bankruptcy to another third party.

Both Sites

- Deed Restriction: Based on the proposed future use of the Site as a below-grade multi-level parking garage, or other public purpose, or if sold in Bankruptcy by auction or other

wise to a third non-municipal party, an institutional control in the form of an environmental easement and/or deed notice will be filed on the Marianina Site and the WPHA property shown in light blue hatch on **Figure 2**, allowing exclusively non-residential use. The Deed Restriction will not cover Building 33 on the WPHA Property.

Marianina Site

Option 1: No WPURA Municipal Garage:

- Dewatering and Mass Excavation: As shown on **Figure 2** attached, the RAWP proposes excavating the green-colored polygon, which will dewater the gasoline-impacted area downgradient of the former USTs and pump islands. This would excavate, remove, and dispose of approximately 3,000 tons of soil in the source area. This area totals approximately 70 feet wide by 70 feet long by 8-to-10 feet deep. This is the area where free-phase gasoline and elevated concentrations of BTEX compounds were detected in both the soil and the groundwater. It is also the area immediately upgradient of the WPHA Property, and the source of migrating dissolved gasoline constituents in groundwater. The underground storage tanks on-site have been out of service for greater than 12 months and will be removed. Excavation on the site will continue until all soil exhibiting petroleum impacts are removed.

Option 2: WPURA Constructs Parking Garage:

- If the WPURA purchases the Marianina Site, the entire Marianina Site will be excavated, and the impacted soil in question will be removed to 14 to 15 ftbg as shown by the blue-colored area on **Figure 2** attached. In this scenario, we understand that the remediation will be conducted concurrent to the construction of the garage, which we expect will occur over the course of the next 18 months.

- Well Monitoring: The RAWP proposes, with respect to both Options, installing six (6) two-inch monitor wells, following source area removal as part of the remedial approach, with quarterly testing for a period to be determined with the Department's input and consent. Based on the actual extent of soil excavation and the final design of the garage, the number and location of post-cleanup monitor wells may change in consultation with the Department.

- Sub Slab Depressurization System and Vapor Barrier: As part of the institutional controls, the RAWP includes that any new construction on the Marianina Site be designed to include a passive sub-slab depressurization (SSDS) system and vapor barrier. See Cloud Rebuttal Report at 39-40.

WPHA Property

Option 1: No WPURA Municipal Garage

- Off-Site Soil Excavation: As discussed above, soil excavation off-Site on the WPHA Property is guided by the premise that there are relatively lower levels of contaminants, and that the BTEX and MTBE plume is naturally attenuating. See Cloud Rebuttal Report at pages 8-9, 28; FEI Report at 5 (acknowledging that "the gasoline plume is stable . . . [based upon] groundwater sampling results as of October 2016"). Excavation of the Marianina Site source area will ensure that trend continues. See Cloud Report at pages 62-64. The remediated portion of the WPHA Property would also include non-residential restrictive use. Thus, the RAWP proposes excavating soil moving from the Marianina Site excavation area towards and onto the WPHA Property up to roughly 10 to 20 feet of monitoring well MW-201, at a depth of 8 to 10 feet, as shown as light blue hatch on **Figure 2**. MW-201 was the only well to detect elevated BTEX compounds on the WPHA Property after 2016 (after the remediation of the Getty Site and after the plume began naturally attenuating), so while it is expected that there is contamination in the area of the well, none of the wells beyond MW-201 detected elevated TVOCs. The added benefit of this approach is that it will preserve the integrity of the well, which can continue to be monitored to ensure that the natural attenuation on the Site continues. The total off-site area proposed to be excavated is depicted by the light-blue-colored polygon in **Figure 2,** attached, and represents approximately 1,350 sq ft or around 1,000 tons of soil. This approach is both tailored to effectuate a sufficient remediation while also making use of the documented evidence of attenuation from remediation of the Getty Site and natural attenuation. See Cloud Rebuttal Report at page 40 (The concentration of benzene in MW-203 was 180 µg/L in November 2016 and had decreased to 35 µg/L in February of 2019). Notwithstanding the above, post-excavation end-point soil samples will be collected, as required, from the bottom and sidewalls of the proposed off-site excavation, and will be analyzed for VOCs at a NYS certified laboratory to include EPA Method 8270 and be compared to CP-51 soil guidance values. The end-point soil results will be compared to NYSDEC Commercial Use Soil Cleanup Objectives (SCOs) to determine the excavation terminus. The end-point sampling results will be used to determine if the extent of the excavation must be altered to include excavation and removal of additional gasoline impacted soil. In this scenario, we understand that the remediation will be conducted concurrent to the construction of the garage, which we expect will occur over the course of the next 18 months.

- Ground Water Monitoring: The RAWP recommends a groundwater monitoring and sampling program, consisting of five existing wells—MW-201, MW-203, MW-204, MW-205 and MW-106—the locations of which are shown on **Figure 2**, with quarterly sampling for a period post-remediation to be determined and acceptable to the Department. It is proposed that if sampling of these existing wells confirms that a particular well reaches

compliant TVOC concentrations (or acceptable dissolved concentrations to the Department), said wells may be dropped from the long-term sampling plan.

- Due to the aforementioned levels on the WPHA Property, vapor intrusion should not be an issue, especially considering Building 33's distance from the impacted Site.

Option 2: WPURA Constructs A Parking Garage:

- If the WPURA purchases a portion of the WPHA Property and constructs the municipal garage, its excavation will extend beyond the hatched light-blue area proposed to be excavated in **Option 1**, and will include a portion of the red-colored polygon covered by the dark blue footprint of the garage on **Figure 2.** The WPURA's construction would excavate 3,300 tons of soil on the WPHA Property to a depth of 14 to 15 ftbg. As confirmed in both the FEI Report and all other investigations conducted on the WPHA Property, levels of BTEX compounds detected in the monitoring wells and soil samples outside of the Garage footprint are near or below NYSDEC applicable Guidelines and Standards. That includes TWB-3, TWB4, MW-203, TWB-6, MW-205, and TWB-1, all of which tested with TVOC levels below NYSDEC Guidelines and Standards. Cloud Report at 35 and Figure 9. These wells are all already naturally attenuating or, at worst, stabilized—and they will continue to attenuate at a faster rate once the source area is excavated. Mass removal of all soil in the balance of the red-hatched area as proposed by FEI is simply not warranted as levels in the area do not present a health and safety risk to the residents of the area or the WPHA buildings. Notwithstanding the above, post-excavation end-point soil samples will be collected, as required, from the bottom and sidewalls of the proposed off-site excavation and will be analyzed for VOCs at a NYS certified laboratory to include EPA Method 8270 and be compared to CP-51 soil guidance values. The end-point soil results will be compared to NYSDEC Commercial Use Soil Cleanup Objectives (SCOs) to determine the excavation terminus. The end-point sampling results will be used to determine if the extent of the excavation must be altered to include excavation and removal of additional gasoline impacted soil.

- Ground Water Monitoring: The RAWP recommends a groundwater monitoring and sampling program, consisting of four existing wells (this option will result in the destruction of MW-201)—MW-203, MW-204, MW-205 and MW-106—the locations of which are shown on **Figure 2**, with quarterly sampling for a period to be determined by the Department after the cleanup is completed. We also propose that a fifth monitoring well to replace MW-201 be reconstructed after the garage is built.

Summary

The proposed RAWP—under either scenario—will result in excavation of the grossly impacted soil at the source area on the Marianina Site, along with offsite excavation at or beyond

MW-201, the only well showing heightened BTEX compounds. This, together with a proposed long-term monitoring program, planned future non-residential use of the Sites, a proposed vapor barrier, the fact that the water is not potable, and that there is no imminent threat to the public, will ensure that endangerment to human health and the environment is avoided.

If you have any questions, or should you require any additional information related to this matter, please contact this Firm at (914) 276-2560.

Very truly yours,
HydroEnvironmental Solutions, Inc.

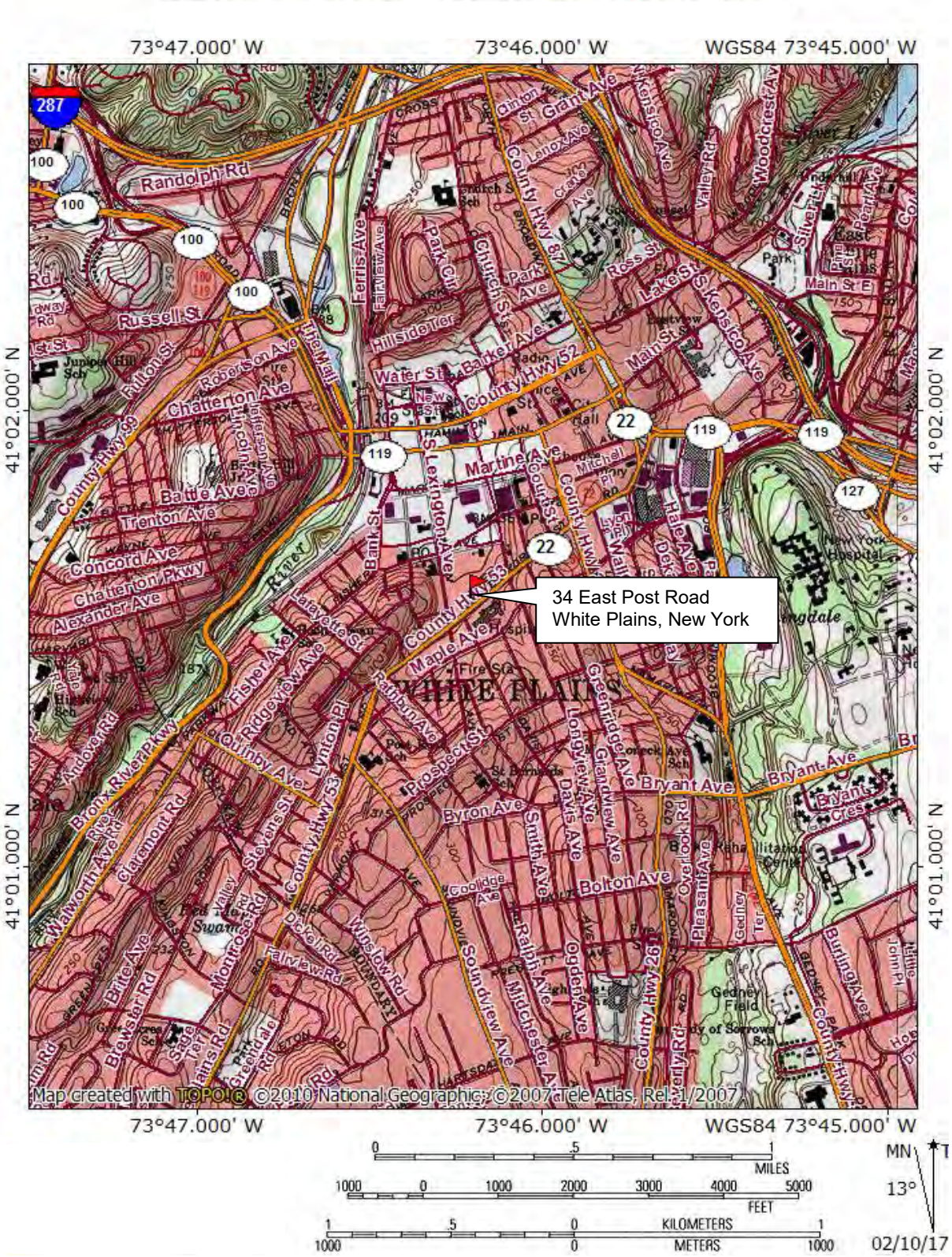
William A. Canavan, PG, LSRP
President

Enclosures

cc: File

FIGURE 1

Site Location Map





LEGEND

- Perminent Monitor Well: Installed December 2015 (FEI)
- Temporary Well Points: Installed September 2014 (GES)
- Temporary Well Points: Installed April 2015 (FEI)
- Boring Location: Ground boring installed for PID field screening in January 2017(HES)
- Boring Location: Ground boring installed for PID field screening and soil sample collected for laboratory analysis in January 2017 (HES)
- Boring Location: Ground boring installed for PID field screening and gorundwater sample collected for laboratory analysis in January 2017 (HES)

HES Proposed Excavation Area-

First Enviornmental's Proposed Offsite Excavation Area-

Proposed Parking Garage -

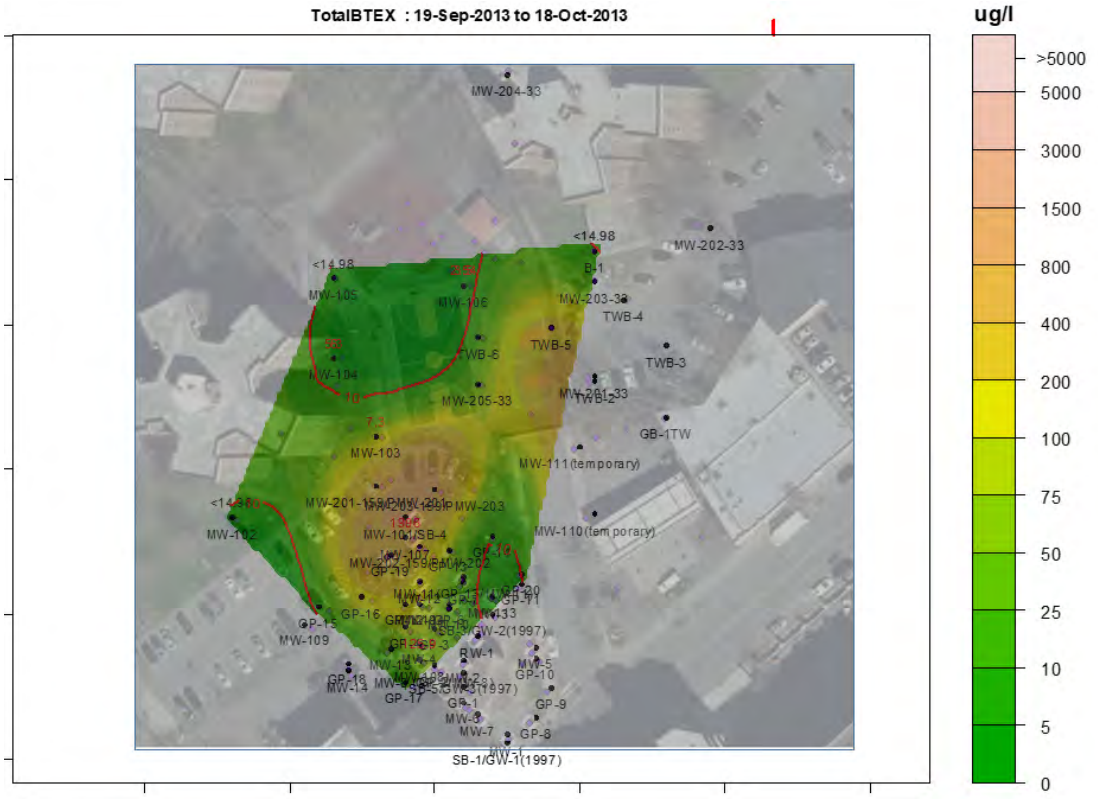
Proposed HES Offsite Excavation area -

FIGURE 2

34 EAST POST ROAD WHITE PLAINS, NEW YORK NYSDEC Spill No.: 1608924 PBS No.: 3-601177	GENERALIZED SITE PLAN OF PROPOSED CLEAN-UP AREA	SEE ABOVE	MARCH 2021
		REMEDIAL INVESTIGATION WORKPLAN - REVISED	

HydroEnvironmental SOLUTIONS, INC.
One Deans Bridge Road
Somers, New York 10589

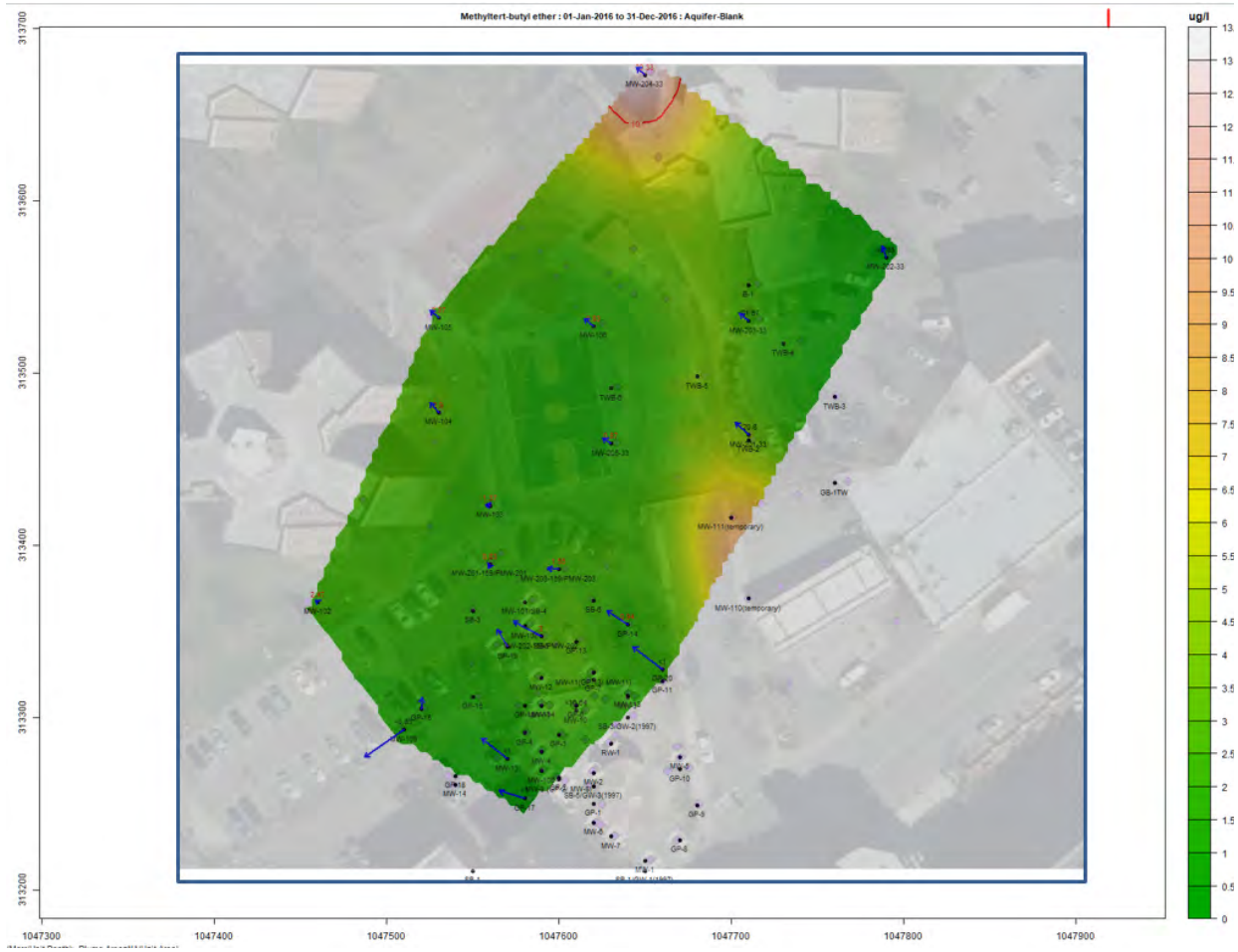
Figure 7 – Dissolved-phase Total BTEX Plume (October 2013)
Marianina Property, Getty Site, WPHA Property
White Plains, Westchester County, New York

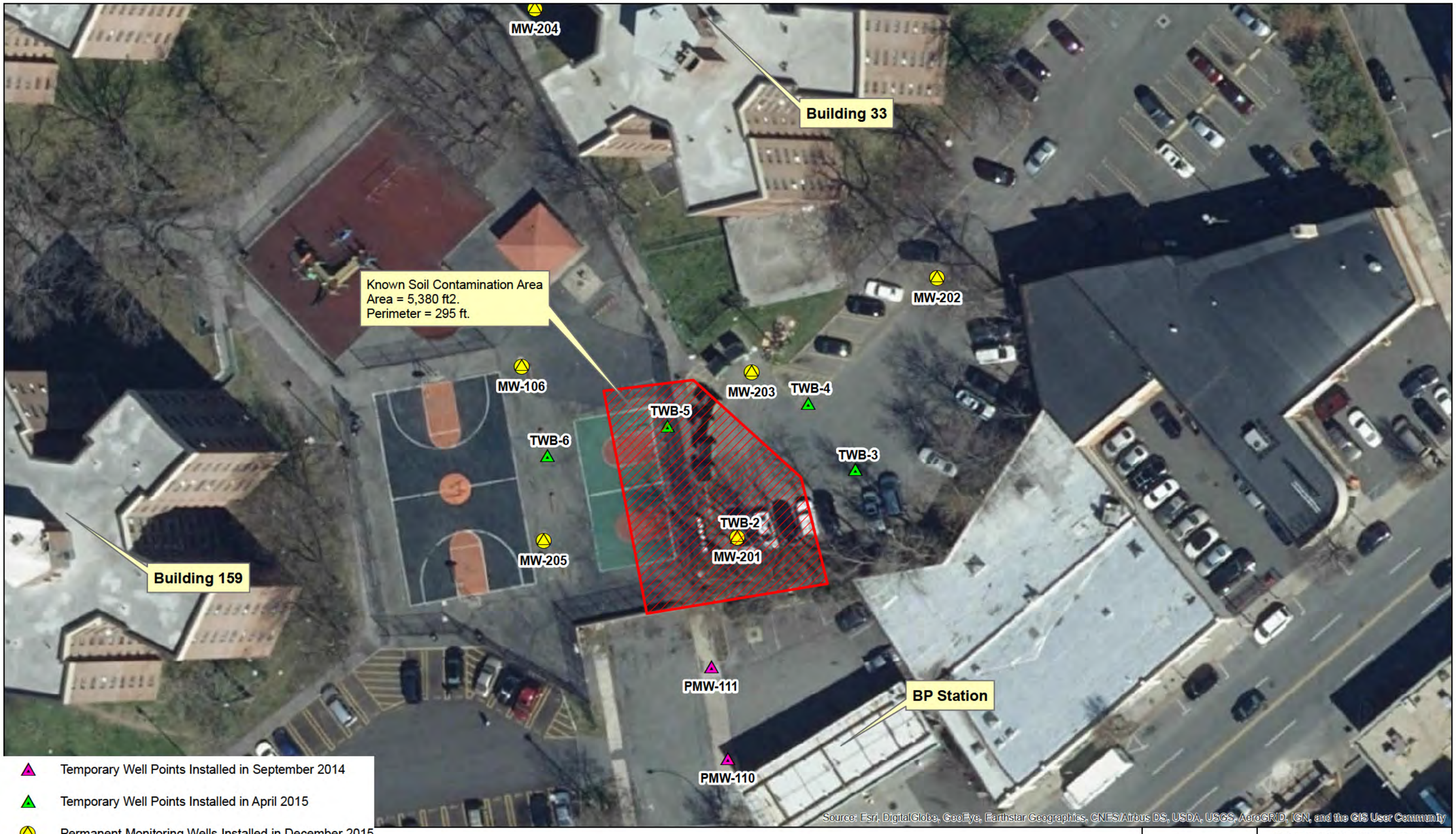


In addition to comingling BTEX Plumes, MTBE has been detected on both the Getty Site and the Marianina Property indicating that both properties had releases of gasoline with MTBE additives. **Figures 5** and **6** included herein and provided below depict the MTBE plumes on the Marianina Property and WPHA Property in 2016 and the MTBE plume on the Getty Site in 2013. While the dissolved-phase MTBE concentrations are below the NYSDEC WQSs, it provides evidence of MTBE releases from both properties.

Figure 5 – Dissolved-phase MTBE Plume (2016)

Marianina Property and WPHA Property
White Plains, Westchester County, New York





Temporary Well Points Installed in September 2014

Temporary Well Points Installed in April 2015

Permanent Monitoring Wells Installed in December 2015

0 35 70 Feet

1 inch = 35 feet

N W E S

FIRST ENVIRONMENT

91 Fulton Street
Boonton, New Jersey 07005

WHITE PLAINS HOUSING AUTHORITY
Building 33
White Plains, New York

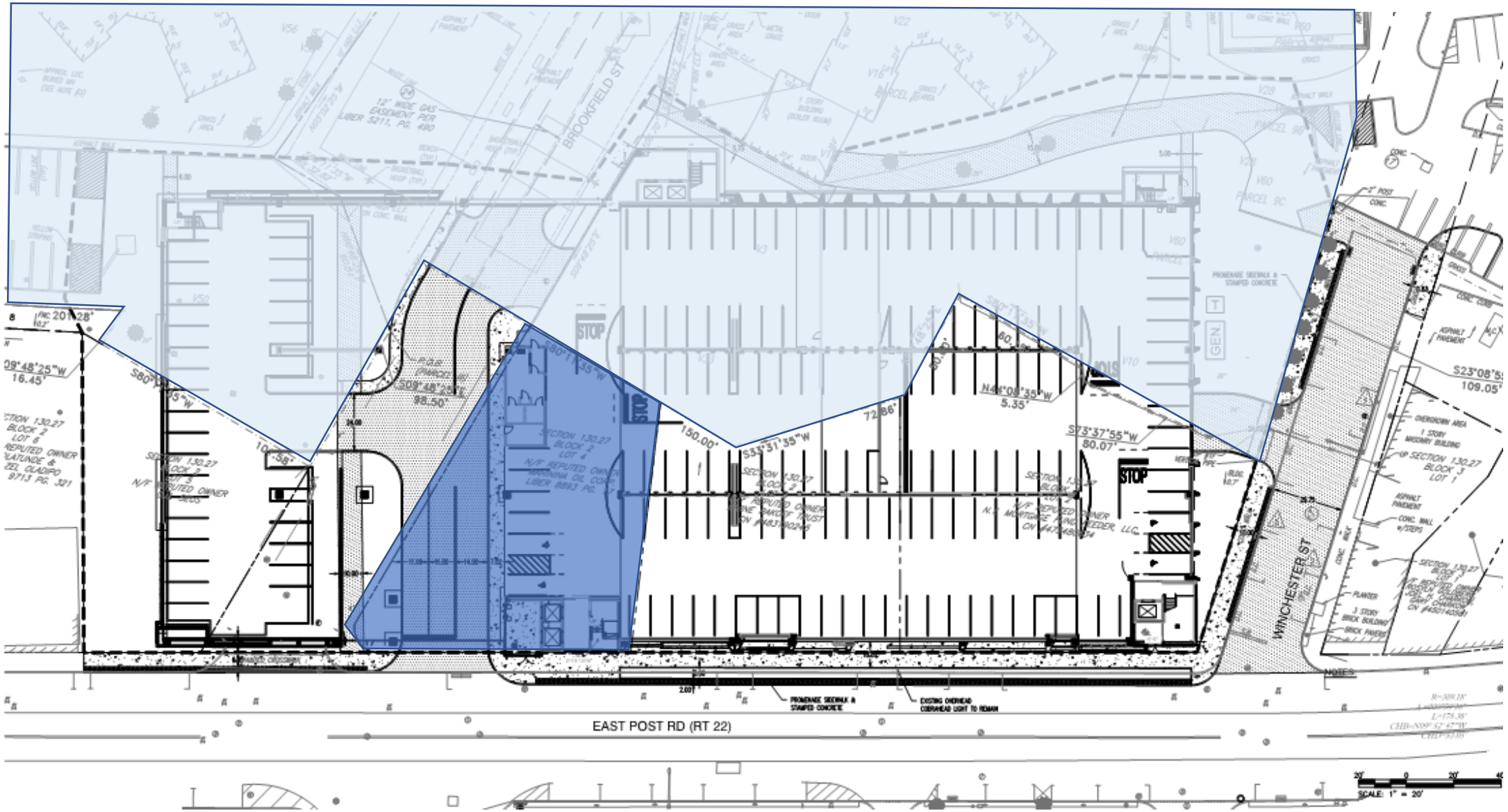
FIGURE A

AREA ESTIMATES

Revised	Drawn	Checked	Approved	Date
	NMT			4/2/2019

EPR Parking Garage

Current Plan
For Below Street Grade Parking Level - Remove 14’ to 15’ of Soil



EPR Parking Garage

Current Plan
For Below Street Grade Parking Level - Remove 14’ to 15’ of Soil

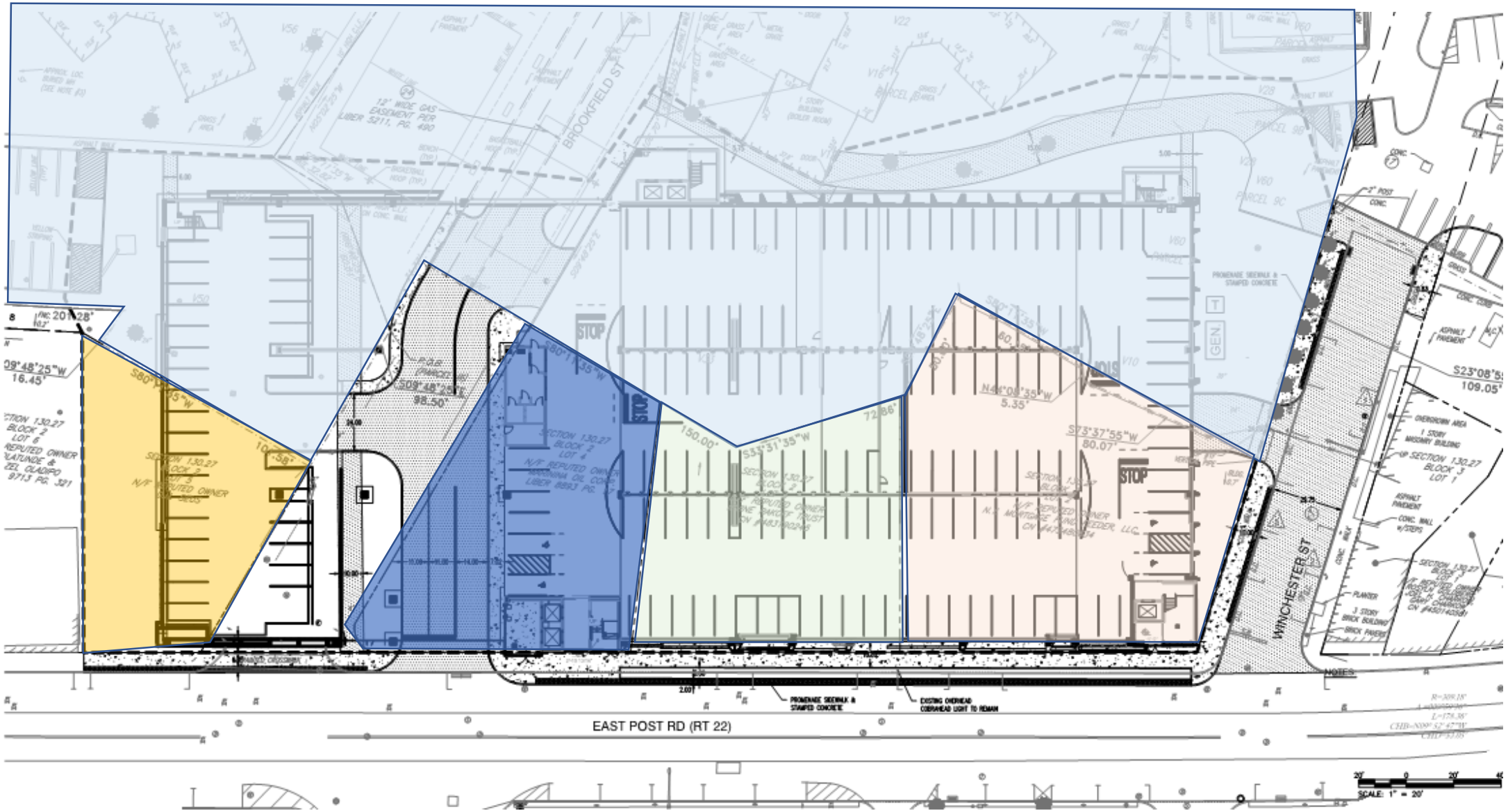


Exhibit B

Spill Remediation Boundary Map

Site Map

White Plains Housing Authority

WPHA Fuel Oil Spill Area - Spill #99-12180

Getty Spill Area & Newly Discovered Off-Site Plume Area - Spill #97-13110

Former BP Spill Area - Spill #16-08934

Brookfield St

E Post Road

WC-SB-14 6/20/2022 0

WC-SB-18 6/20/2022 0

WC-SB-19 6/20/2022 0.11718

WC-SB-09 3/24/2022 0.08234

WC-SB-16 6/20/2022 0

WC-SB-17 6/20/2022 0

WC-SB-10 3/24/2022 9.559

WC-SB-08 3/24/2022 682.9

WC-SB-03 3/23/2022 1.374

WC-SB-23 6/21/2022 0.02304

WC-SB-20 6/20/2022 0.0055

WC-SB-12 3/24/2022 132.184

WC-SB-11 3/24/2022 181

WC-SB-04 3/23/2022 0.294

WC-SB-22 6/21/2022 122.5

WC-SB-21 6/21/2022 0

WC-SB-01 3/23/2022 0

WC-SB-06 3/23/2022 231.64

WC-SB-05 3/23/2022 78.54

WC-SB-02 3/23/2022 0.00231

WC-SB-13 3/24/2022 79.631

WC-SB-24 6/21/2022 0

WC-SB-09 5/2/2022 3.872

WC-SB-08 5/2/2022 133.084

WC-SB-07 5/2/2022 12.167

WC-SB-05 4/29/2022 479.62

WC-SB-06 5/2/2022 53.315

WC-SB-10 5/2/2022 2753.5

WC-SB-04 4/29/2022 1231.47

WC-SB-03 4/29/2022 2.576

WC-SB-02 4/29/2022 0

WC-SB-01 4/29/2022 0.01814

194 195 196 197

Legend

- BP Property
- WPHA Property
- Groundwater Contour (ft AMSL)
- 2000 WPHA Spill
- Getty Spill Area and Newly Discovered Off-site Plume
- 34 East Post Road (Former BP/Marianina Site)
- Spill No. 1608934 Remediation Boundary
- 26-28 East Post Road (Former Getty Site)

Total Volatile Organic Compounds (Soil) (mg/kg)

- 0 - 5
- 5 - 9
- 9 - 19
- 19 - 38
- 38 - 57
- 57 - 77
- 77 - 144
- 144 - 444
- 444 - 2,754

Sample ID

Boring ID
Collection Date
Total VOCs (mg/kg)

Note:

Sample results are from samples collected immediately above the observed water table

0 5 10 20 Feet

Woodard & Curran

Project #: 214155.04
Map Created: August 2022

Service Layer Credits: © 2022 Microsoft Corporation © 2022 Maxar ©CNES (2022) Distribution Airbus DS

Third Party GIS Disclaimer: This map is for reference and graphical purposes only and should not be relied upon by third parties for any legal decisions. Any reliance upon the map or data contained herein shall be at the users' sole risk.

Figure Exported: 8/16/2022 By: aebron Using: \\woodardcurran.net\shared\Projects\02\214155.04 WP Hospital 25 West Post Rd ESA\wip\GIS\Projects\34 East Post Road\Log\Site Map.mxd