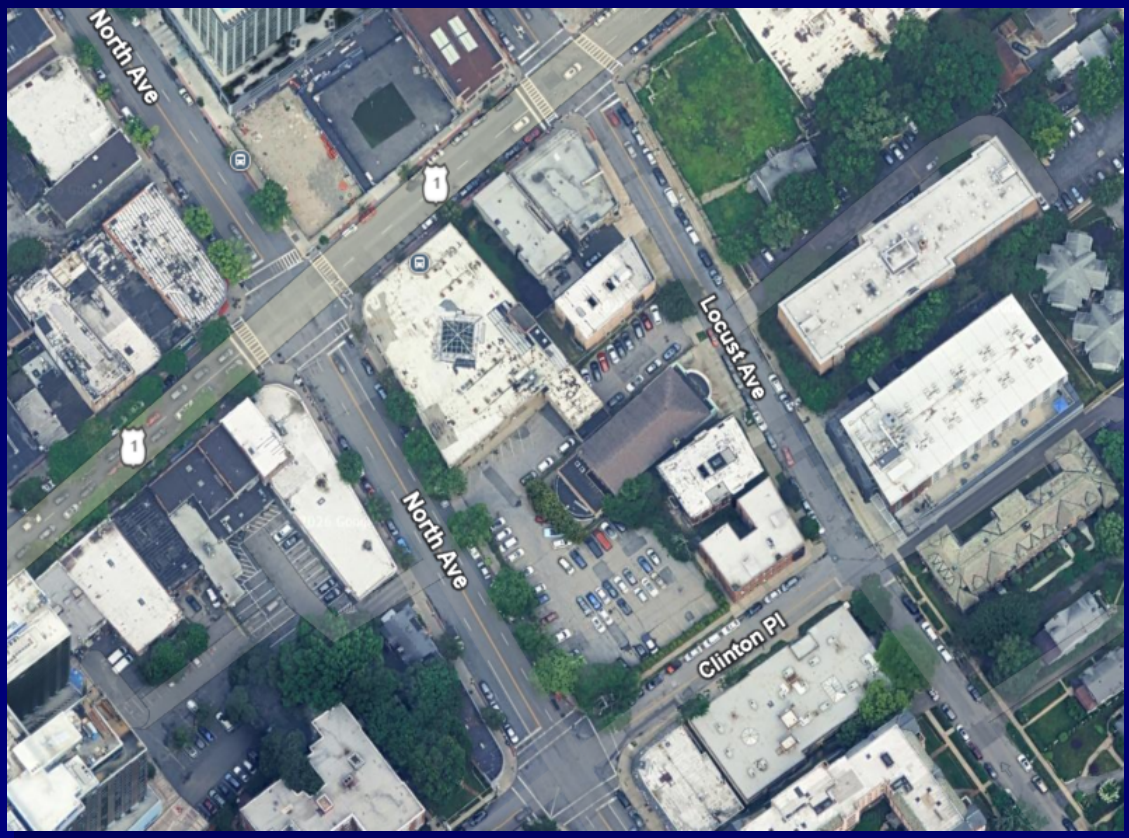
Two Shearwood Station LLC
Brownfield Cleanup Program Application
Shearwood Laundry and Petroleum Site
2 Shearwood Place
New Rochelle, NY 10801



Legal & Consulting Team:
Knauf Shaw LLP & SESI

September 2026

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BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION / MAJOR MODIFICATION 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 PDF for each previous environmental report; and,
   c. one PDF for each work plan being submitted with the application, if applicable.
   d. one file (.jpeg or .png format) for each high resolution site photo
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: Shearwood Laundry and Petroleum 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: C360281	◉ **Yes** ○ **No**

NEW YORK STATE | Department of Environmental Conservation

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION / MAJOR MODIFICATION FORM

BCP App Rev 18 – July 2026

SECTION I: Property Information

PROPOSED SITE NAME Shearwood Laundry and Petroleum Site

ADDRESS/LOCATION 2 Shearwood Place

CITY/TOWN New Rochelle | ZIP CODE 10801

MUNICIPALITY (LIST ALL IF MORE THAN ONE)

COUNTY Westchester | SITE SIZE (ACRES) 0.54852

LATITUDE			LONGITUDE		
°	'	"	°	'	"
40	54	39.9	73	47	00.1

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
2 Shearwood Place	1	234	0002	0.54852

	Y	N
1. Do the proposed site boundaries correspond to tax map metes and bounds? If not, please attach an accurate map of the proposed site including a metes and bounds description.	◉	○
2. Are the required property map and high resolution site photo(s) of current site conditions included with the application? See application instructions for photo details *(Application will not be processed without map and photos*)	◉	○
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.	○	◉

SECTION I: Property Information (continued)	Y	N
6a. 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: _____	○	◉
6b. If you have answered YES to Question 6 above, include a detailed description of how a phased approach will comply with the requirements of DER-32 **Section V.A.5. Multiple Applications. b. and c.** See application instructions, Multiple Applications, for more details. Is this description included in application attachments? ○ Yes ○ No ◉ N/A		
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: _____	○	◉
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	○	◉
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	○	◉
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 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.

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., a NYC HPD or NYS HCR funding deadline, 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? DO-1+DMUR(DowntownMixedUse)		
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 Two Shearwood Station LLC			
CONTACT NAME Raman Khosla			
ADDRESS 100 Sterling Blvd. 1110			
CITY Englewood		STATE NJ	ZIP CODE 07631
PHONE (201) 490-4000	EMAIL rkhosla@khoslacap.com		
OWNERSHIP START DATE September 8, 2022			
CURRENT OPERATOR Site is a vacant, fenced-in lot			
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:

Former laundry operations and long parking lot use leading to petroleum related contamination

SECTION VII: Requestor Information					
NAME Two Shearwood Station LLC					
ADDRESS 100 Sterling Blvd., 1110					
CITY/TOWN Englewood		STATE NJ		ZIP CODE 07631	
PHONE (201) 490-4000	EMAIL rkhosla@khoslacap.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 Raman Khosla			
ADDRESS 100 Sterling Blvd., 1110			
CITY Englewood	STATE NJ	ZIP CODE 07631	
PHONE (201) 490-4000	EMAIL rkhosla@khoslacap.com		
REQUESTOR'S CONSULTANT (CONTACT NAME) Fuad Dahan			
COMPANY SESI Consulting Engineers			
ADDRESS 959 Route 46, Ste 300			
CITY Parsippany	STATE NJ	ZIP CODE 07054	
PHONE (973) 808-5050	EMAIL fd@sesi.org		
REQUESTOR'S ATTORNEY (CONTACT NAME) Linda Shaw, Esq.			
COMPANY Knauf Shaw LLP			
ADDRESS 100 S. Clinton Ave., Ste 2600			
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. **Provide a statement describing why the requestor should be considered a volunteer – be specific as to the appropriate care taken.** **Conclusory statements of Volunteer status based on no affiliation with prior owners and operators or restating the appropriate care standard, without specifically describing the actions taken by the requestor in its exercise of appropriate care with respect to contamination found at the site, generally will not be sufficient to demonstrate that an applicant qualifies as a Volunteer. Please note that requestors that are owners are Participants unless they show they meet the requirements for Volunteer status.**

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: _____

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: _____	○	◉
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 authorized signatory (title) of Two Shearwood Station 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: 8/18/26 Signature: Raman Khosla

Print Name: Raman Khosla

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 18

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 Boundary Map and Survey Map
Exhibit C	Brownfield Opportunity Area ("BOA") Map, Disadvantage Communities Map ("DCM"), Environmental Justice Area Map (EJ Map), and En-Zone Map
Exhibit D	Flood Map
Exhibit E	Zoning Map
Exhibit F	Previous and Current Owners and Operators List
Exhibit G	Deed, Assignment of Shares, and Reliance Letter
Exhibit H	Organization Chart
Exhibit I	Site Drawing Spider Maps
Exhibit J	NYS DOS Entity Information
Exhibit K	Written Consent
Exhibit L	Site Contact List
Exhibit M	Repository Letter
Exhibit N	Site Photos

ENVIRONMENTAL REPORTS:

1. June 2022 Phase I Environmental Site Assessment, Halstead Station (Vacant Land), 255 Huguenot Street, New Rochelle, prepared by Blackstone Consulting LLC for Khosla Capital LLC and the Requestor via a Reliance Letter;
2. April 27, 2023 Geophysical Investigation Report, 2 Shearwood Place, New Rochelle, prepared by Coastal Environmental Solutions;
3. May 2023 limited Phase II subsurface investigation summarized in three spider maps performed by SESI Consulting Engineers, DPC for Toll Brothers Apartment Living [NO FORMAL PHASE II REPORT]
4. January 2025 Phase I Environmental Site Assessment prepared by SESI Consulting Engineers, DPC for Toll Brothers Apartment Living;
5. June 2026 Phase I Environmental Site Assessment prepared by SESI Consulting Engineers, DPC for Two Shearwood Station LLC; and
6. August 2026 Phase II Environmental Site Assessment Report prepared by SESI Consulting Engineers, DPC for Two Shearwood Station LLC
7. August 2026 Remedial Investigation Work Plan prepared by SESI Consulting Engineers, DPC for Two Shearwood Station LLC

SECTION I – PROPERTY INFORMATION

The Site is located at the following address:

Parcel Address	Tax Parcel Identification No.	Acreage[1]
2 Shearwood Place New Rochelle, Westchester County, New York 10801 ("Site" or "BCP Site")	1-234-0002	0.54852

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

1. Site Boundary and Tax Parcel Information

Based on the current survey, the Site formerly consisted of an approximately 0.51445-acre main parcel and an approximately 0.03407-acre sliver adjoining area that should have been merged into the main lot upon acquisition. This sliver parcel was inadvertently not included within the lot 2 boundary when the Site was separated from an adjacent lot (1 Shearwood Place). The City just reconciled this issue and merged the sliver back into the main lot for a combined area of approximately 0.54852 acres. See Survey and City Assessor emails in Exhibit B. The 0.54852 acre Site is identified as Tax ID Block 234, Lot 2. The Tax Boundary Map is also provided in Exhibit B.

2. Property Map

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

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

The Site BOA, Disadvantaged Communities, and En-Zone Maps are provided in Exhibit C. Please refer to the BCP Application Form for the applicable designations.

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

8. Spills

No NYSDEC spills are associated with the Site. The EDR Radius Map Report identified no listed operations at the Subject Property, and the April 27, 2023 geophysical investigation identified no anomalies indicative of underground storage tanks. Therefore, the answer to this question is "no".

9 – 12. Please refer to the BCP Application Form.

[1] Acreage is based on the survey map in Exhibit B and the lot merger information in the City's emails in Exhibit B.

13. Please refer to BCP Application Form.

14. Property Description and Environmental Assessment

A. Site Location

The Site is located at the following address:

Parcel Address	Tax Parcel Identification No.
2 Shearwood Place, New Rochelle, Westchester County, New York	1-234-0002

The Site is located in a densely developed urban area of downtown New Rochelle adjacent to the Metro North train station. The Site is bounded by Bridge Street to the north, Huguenot Street to the east, Shearwood Place to the south, and Station Plaza South to the west. The New Rochelle Train Station, associated parking areas, and railroad tracks are directly west of the Site beyond Station Plaza South and is accessible to the Site via a pedestrian overpass. The closest open surface water body is Long Island Sound, which is slightly over 0.5 miles east of the Site. The Flood Map is provided in Exhibit D.

B. Site Features

The Site is an approximately 0.54852-acre lot, generally rectangular shaped and relatively level parcel that is a currently vacant and fenced in grass covered lot. No buildings, storage areas, or other significant improvements are present on Site. See Site photos in Exhibit N.

C. Current Zoning and Land Use

The planning and civil documents identify the Site as located in the DMUR – Downtown Mixed-Use Urban Renewal District, the DO-1 Downtown Overlay Zone, and the Central Parking Area overlay district. See Exhibit E - Zoning Map. The Site became vacant in approximately 2019 when aerial images indicate all structures were removed and the Site was fenced. Surrounding uses include commercial office development to the north; a surface parking lot and Ruby Dee Park on Library Green to the east; multifamily residential development and a parking garage to the south; and the New Rochelle Train Station, parking areas, and railroad tracks to the west. The City of New Rochelle currently considers this one of the cornerstone economic development projects due to its location across from the Metro North station, which is planned to be improved.

D. Past Use of the Site

Historical records indicate that the Site was developed by at least 1887 with a dwelling. By 1892, stores and a post office were present. The 1896 Sanborn map depicts the Windsor Hotel, restaurants, a saloon, a post office, and a laundry on the Site. The former laundry may have been present until 1903 or 1911 based on various historic documents. By 1911, the former post-office building was replaced with the La Rochelle Theater with offices and by 1931 the former theater

was identified as a store. By 1951, portions of the Site were used for automobile parking and railroad-related purposes while commercial structures and a restaurant remained. Mapping from the 1990s continued to show parking and commercial structures. Most older structures were demolished in the early 1990s, and the Site was redeveloped in 2001 with a single-story extension, pool, playground, and other amenities associated with the adjoining apartment building. Those improvements were removed by 2019, and the Site has remained a vacant fenced in lot since that time. The remaining structures were later removed, and the Site is now a vacant fenced in lot. The past uses that likely caused the on-Site contamination include the former railroad-related uses which often used contaminated historic fill, multi-year automobile parking and the contaminated historic fill soils. Historical owners and operators are summarized in Exhibit F.

E. Site Geology and Hydrogeology

The Site is relatively level, with regional topography decreasing to the southeast. The June 2026 Phase I ESA reports a topographic elevation of approximately 81.5 feet above mean sea level and identifies the Site soils as Uf (Urban Land) based on the USDA National Cooperative Soil Survey.

No mapped wetlands were identified on or immediately adjoining the Site. The June 2026 Phase I ESA estimates groundwater at approximately 10 feet below ground surface and infers groundwater flow generally eastward toward Long Island Sound. The August 2026 Phase II ESA notes that the temporary monitoring points are insufficient to establish a definitive groundwater-flow direction and recommends installation and sampling of surveyed permanent monitoring wells during the Remedial Investigation.

F. Environmental Assessment

In soil, concentrations of SVOCs and metals exceeded applicable Restricted Residential Use Soil Cleanup Objectives (RRSCOs) at depths ranging from approximately 1 to 14 feet below ground surface, generally within historic fill containing brick, gravel, and other anthropogenic material PAH impacts. Even though PCB Aroclor 1254 only exceeded its UUSCO in one sample but remained below its RRSCO, it is worth noting because PCBs were also present in groundwater. There was also one detection of PFOS in soil above the Protection of Groundwater SCO (PGWSCO) which is also worth noting because PFOS is in the groundwater.

There were SVOC RRSCO exceedances found in shallow soil in the southern and eastern portion of the Site for benzo(a)anthracene (max of 4.4 mg/kg over the RRSCO of 1.4 mg/kg); benzo(a)pyrene (max of 4.6 mg/kg over the RRSCO of 1 mg/kg); and benzo(b)fluoranthene (max of 3.9 mg/kg over the RRSCO of 1.4 mg/kg). RRSCO exceedances were found in deep soil in the northern, central and southern portion of the site for phenanthrene (max of 16 mg/kg over the RRSCO of 4.9 mg/kg). RRSCO exceedances were found in shallow soil in the southern portion of the Site for dibenzo(a,h)anthracene (max of 0.59 mg/kg over the RRSCO of 0.33 mg/kg) and indeno(1,2,3-c,d)pyrene (max of 1.6 mg/kg over the RRSCO of 1.4 mg/kg).

PGWSCO exceedances were found in shallow soil in the southern and eastern portion of the Site for benzo(a)anthracene (max of at 4.4 mg/kg over the PGWSCO of 1 mg/kg), benzo(b)fluoranthene (max of 3.9 mg/kg over the PGWSCO of 2.1 mg/kg), and chrysene (max of

4.4 mg/kg over the PGWSCO of 1 mg/kg).

For metals, RRSCO exceedances were found in soil in the southern portion of the Site at intermediate depth for barium (max of 708 mg/kg over the RRSCO of 410 mg/kg); in deep soil in the southern portion of the Site for cadmium (max of 3.5 mg/kg over the RRSCO of 2.5 mg/kg); and in soil of intermediate depth in the eastern and southern portion of the Site for mercury (max of 0.674 mg/kg over the RRSCO of 0.3 mg/kg.

In groundwater, VOCs, SVOCs, PCBs, PFAS, and total metals exceeded one or more applicable NYSDEC Class GA Ambient Water Quality Standards/Guidance Values (AWQS). Petroleum-related VOC exceedances were identified in GW-1 and GW-2, with a maximum 1,2,4,5-tetramethylbenzene concentration of 120 µg/L. PAH exceedances were also concentrated in GW-1 and GW-2, including phenanthrene up to 290 µg/L. Aroclor 1260 exceeded its applicable groundwater criterion in one sample. PFOA and PFOS exceeded their groundwater guidance values in all four groundwater samples, with maximum of 0.0396 µg/L and 0.101 µg/L, respectively. Total metals exceeded applicable criteria in all four samples.

Exceedances of the AWQS were found for VOCs in the northern portion of the Site for n-butylbenzene at max of 27 µg/L over AWQS of 5 µg/L; sec-butylbenzene at max of 24 µg/L over AWQS of 5 µg/L; isopropylbenzene at max of 14 µg/L over AWQS of 5 µg/L; naphthalene at max of 22 µg/L over AWQS of 10 µg/L; and n-propylbenzene at max of 13 µg/L over AWQS of 5 µg/L. AWQS exceedances were found in the northern and southern portion of the Site' for 1,2,4,5-tetramethylbenzene at max of 120 µg/L over AWQS of 5 µg/L. Exceedances were found throughout the Site for PFOA at max of 0.0396 µg/L over AWQS of 0.0067 µg/L and PFOS at max of 0.101 µg/L over AWQS of 0.0027 µg/L. Exceedances of the AWQS were found in the northern portion of the Site for acenaphthene at max of 92 µg/L over AWQS of 20 µg/L. Exceedances of the AWQS were found in the northern and western portion of the Site for benzo(a)anthracene at max of 0.84 µg/L over AWQS of 0.002 µg/L; benzo(a)pyrene at max of 0.39 µg/L over AWQS of 0 µg/L; benzo(b)fluoranthene at max of 0.46 µg/L over AWQS of 0.002 µg/L; benzo(k)fluoranthene at max of 0.18 µg/L over AWQS of 0.002 µg/L; and chrysene at max of 0.80 µg/L over AWQS of 0.002 µg/L. Exceedances of AWQS were found in the northern portion of the Site for fluorene at max of 170 µg/L over AWQS of 50 µg/L and phenanthrene at max of 290 µg/L over AWQS of 50 µg/L. Exceedances of AWQS were found in a southern portion of the Site for indeno(1,2,3-c,d)pyrene at max of 0.05 µg/L over AWQS of 0.002 µg/L. PCBs exceeded the AWQS in a sampling location in the southern portion of the Site for Aroclor 1260 at max of 0.103 µg/L over AWQS of 0.09 µg/L.

For metals, applicable AWQS were exceeded in the northern and southern portion of the Site at a maximum for arsenic at 35.63 µg/L over AWQS of 25 µg/L; barium at 9,430 µg/L over AWQS of 1000 µg/L; beryllium at 20.67 µg/L over AWQS of 3 µg/L; cadmium at 7.47 µg/L over AWQS of 5 µg/L; copper at 1,924 µg/L over AWQS of 200 µg/L; magnesium at 206,000 µg/L over AWQS of 35,000 µg/L; mercury at 11.94 µg/L over AWQS of 0.7 µg/L; nickel at 1,121 µg/L over AWQS of 100 µg/L; and thallium at 2.85 µg/L over AWQS of 0.5 µg/L. AWQS exceedances in metals were also found in sampling locations throughout the Site for chromium at 1,082 µg/L over AWQS of 50 µg/L; iron at 955,000 µg/L over AWQS of 300 µg/L, lead at 21,220 µg/L over AWQS of 25 µg/L, manganese 59,400 µg/L over AWQS of 300 µg/L, and sodium at 191,000 µg/L over AWQS

of 20,000 µg/L. AWQS exceedances in metals were also found in sampling locations in the northern and southern portion of the Site for selenium at a maximum of 125 µg/L over AWQS of 10 µg/L. Finally, AWQS exceedances were found in the southern portion of the Site for zinc at a maximum of 3,309 µg/L over AWQS of 2,000 µg/L.

In soil vapor, petroleum-related and chlorinated VOCs were detected in the six soil-vapor samples collected during the April 2023 and June 2026 investigations. Concentrations above the lowest applicable NYSDOH soil-vapor decision-matrix screening levels included 1,2,4-trimethylbenzene in SV-3 (87.5 µg/m³) and SV-4 (73.7 µg/m³), and o-xylene in SV-3 (61.2 µg/m³). Additional soil-vapor investigation beneath the proposed building footprint was recommended to support evaluation of vapor-mitigation requirements.

In soil vapor, exceedances of the NYSDOH Matrix A-F Sub Slab Vapor Concentration Criteria for VOCs were found in the 2026 soil vapor investigation in the eastern sampling location of SV-3 for o-xylene at 61.2 µg/m³ in excess of the NYSDOH Concentration Criteria of 60 µg/m³ (5 total soil vapor detections), and in the SV-3 and SV-4 (southern portion of the Site) sampling locations for 1,2,4-trimethylbenzene at max of 87.5 µg/m³ in excess of the NYSDOH Concentration Criteria of 60 µg/m³ (5 total soil vapor detections). Detections were also identified for dichlorodifluoromethane at a max of 3.1 µg/m³ (4 soil vapor detections, 1 in ambient air), chloromethane at a max of 3.3 µg/m³ (4 soil vapor detections, 1 in ambient air), 1,3-Butadiene at a max of 44.9 µg/m³ (1 soil vapor reading), chloroethane at a max of 1.59 µg/m³ (1 soil vapor detection), ethanol at a max of 63.1 µg/m³ (5 soil vapor detections), acetone at a max of 4,130 µg/m³ (6 soil vapor detections, 1 in ambient air), trichlorofluoromethane at a max of 6.7 µg/m³ (4 soil vapor detections, 1 in ambient air), isopropanol at a max of 2.63 µg/m³ (2 soil vapor detections, 1 in ambient air), tertiary butyl alcohol at a max of 197 µg/m³ (6 soil vapor detections), methylene chloride at max of 4.9 µg/m³ (4 soil vapor detections); carbon disulfide at a max of 33.6 µg/m³ (3 soil vapor detections), 2-butanone at a max of 398 µg/m³ (6 soil vapor detections), ethyl acetate at a max of 167 µg/m³ (4 soil vapor detections), chloroform at a max of 24 µg/m³ (3 soil vapor detections), tetrahydrofuran at a max of 2.8 µg/m³ (2 soil vapor detections), n-hexane at a max of 86.4 µg/m³ (6 soil vapor detections); 1,1,1-trichloroethane at a max of 1.11 µg/m³ (1 soil vapor detection); benzene at a max of 21 µg/m³ (4 soil vapor detections), cyclohexane at a max of 13.1 µg/m³ (5 soil vapor detections); trichloroethene at a max of 3.26 µg/m³ (1 soil vapor detection); 2,2,4-trimethylpentane at max of 13.4 µg/m³ (3 soil vapor detections); heptane at max of 30 µg/m³ (4 soil vapor detections); 4-methyl-2-pentanone at a max of 16 µg/m³ (3 soil vapor detections), toluene at a max of 65.9 µg/m³ (6 soil vapor detections, 1 in ambient air), 2-hexanone at a max of 85.9 µg/m³ (3 soil vapor detections), tetrachloroethene at a max of 6.51 µg/m³ (3 soil vapor detections); ethylbenzene at a max of 40 µg/m³ (5 soil vapor detections); m,p-xylenes at a max of 161 µg/m³ (5 soil vapor detections); 4-ethyltoluene at a max of 15 µg/m³ (3 soil vapor detections) and 1,3,5-trimethylbenzene at a max of 17 µg/m³ (4 soil vapor detections).

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

There are no responses to question 15-17 on the BCP Application Form because the 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 consists of a 28-story mixed-use building with approximately 556,547 square feet of gross floor area, 369 residential units, ground-floor retail, residential amenities, and an integrated parking garage. The residential program includes 111 studio apartments, 107 one-bedroom apartments, 130 two-bedroom apartments, and 21 three-bedroom apartments. Current plans identify approximately 1,609 square feet of retail space and 381 parking spaces. The parking garage includes two levels below grade and parking on Levels 2 through 6. The development also includes a seventh-floor pool/amenity area, utility work, roadway and sidewalk improvements. A stormwater-management detention system will be constructed under the foundation. The Site is directly adjacent to the New Rochelle Train Station, and therefore is a transit-oriented downtown redevelopment project. The City of Rochelle considers this a priority project for the City.

Schedule – Commencement through COC

A Remedial Investigation (RI) Work Plan (RIWP) has been submitted with this application to save time and would be expected to be deemed approved by early 2027 after receipt and execution of the BCA. Remedial Investigation is expected to be completed on the Site by early Spring 2027 and the Remedial Investigation Report (RIR) and the Remedial Action Work Plan (RAWP) will be submitted for DEC at the same time by late Spring 2027 in an attempt to received RAWP approval by mid to late summer / early fall 2027 when remediation may commence. Preparation of the Final Engineering Report and Site Management Plan will be prepared by the required deadlines in 2027. The Certificate of Completion is anticipated to be issued before the end of 2027 if possible or in early to mid-2028.

The Volunteer has obtained all local land use approvals for the proposed project. There are no public or private funding source deadlines associated with this project, which is ready to proceed according to the schedule above.

5. Green and Sustainable Remediation (GSR)

Remedial Investigation Report/Alternatives Analysis: GSR will be incorporated into RI project planning, including the application of the proposed environmental footprint analysis tool, and how climate resiliency will be included. A discussion about the plan to implement GSR will be included in the RIR. Specifically during the RI implementation, the consultant will:

- Evaluate sensitive, local human and ecological receptors which require protection from contaminants of concern, traffic, noise, dust and odors during the implementation. An enhanced Community Air Monitoring Plan will be implemented.
- Identify vendors with operation centers local to the Site to minimize fuel consumption associated with travel to and from the Site.
- Salvage organic debris that is uncontaminated and free of pests or disease, for use as supplemental infill, mulch or compost.
- Salvage uncontaminated objects with potential recycle, resale, donation or onsite

infrastructure value, such as steel, concrete and granite.
- Designate collection points for recycling single-use items such as metal, plastic and glass containers; paper and cardboard; and other consumable items.
- Advise contractors to avoid idling vehicles while on the BCP Site and, where practicable, encourage use of public transportation because the New Rochelle Train Station is directly adjacent to the Site.

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

- Considering 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, the planned on-Site building 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 and be developed into at least a LEED Silver building. (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, 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: The proposed multi-story mixed-use building and associated civil improvements will be designed and constructed in accordance with applicable energy, building, and stormwater requirements with the goal of achieving at least LEED Silver status. The civil plans include a stormwater-management detention tank, new utility connections, drainage infrastructure, roadway and sidewalk improvements, erosion and sediment controls, pavement restoration, and landscaping. These project elements will be coordinated with the remedial design to minimize unnecessary material handling, truck trips, energy consumption, and rework.

6. Climate Change Screening or Vulnerability Assessment

The Site is entering the program at the investigation stage. The remedial design will evaluate potential vulnerabilities associated with extreme precipitation, heat, severe storms, flooding, and sea-level rise and will incorporate appropriate resiliency measures. However, the Site is not in a flood zone and is located slightly over 0.5 miles west of Long Island Sound. See Exhibit D - Flood Map. In addition, the building design is incorporating a storm water retention system under the foundation.

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 Site is located in a densely developed downtown urban area. The July 2026 Phase I ESA identifies no mapped wetlands on or immediately adjoining the Site, and the closest open surface water is Long Island Sound slightly over 0.5 miles east. No on-Site or nearby fish or wildlife habitat was identified.

SECTION IV: LAND USE FACTORS

1. Current Zoning

The Site is identified as being within the DMUR – Downtown Mixed-Use Urban Renewal District, the DO-1 Downtown Overlay Zone, and the Central Parking Area overlay district. See Exhibit E - Zoning Map.

2. Allowed Uses

The DO-1/DMUR zoning allows for a proposed mixed-use residential and retail building with the required parking, lobby, and amenity uses within the proposed building. The project has been approved by the City of New Rochelle.

3-4. Current Use

The Site is presently fenced in and has been vacant since 2019. The site is not used for any active commercial, residential, or industrial operations.

5. Intended Use Post Remediation

After remediation, the Site is intended to be used for mixed-use residential, retail, parking, and amenity purposes consistent with the current City approved redevelopment plans.

6. Post Remediation Use

Post-remediation use of the Site entails construction of a multi-story, approximately 556,547-square-foot mixed-use building containing 369 residential units, ground-floor retail, residential amenities, and 381 parking spaces. The residential mix includes 111 studio, 107 one-bedroom, 130 two-bedroom, and 21 three-bedroom units. The parking program includes two below-grade levels and parking on Levels 2 through 6. The current plans also include a seventh-floor pool/amenity area, new utilities, stormwater detention, streetscape and sidewalk work, landscaping, and related civil improvements.

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. The proposed mixed-use redevelopment is consistent with the surrounding downtown pattern of new multi-family residential, commercial, transportation, parking, and public open-space uses and close to the New Rochelle Train Station. The City has also approved the proposed Project.

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

Yes. The use is consistent with the DO-1/DMUR zoning.

10. Consistent with the Master Plan?

The proposed redevelopment is consistent with the City of New Rochelle Master Plan which intends to promote transit-oriented development projects such as the one proposed at the Site in the DB Zones.[2]

SECTION V: CURRENT AND HISTORICAL PROPERTY OWNER AND OPERATOR INFORMATION

The owner of the Site is listed in the table below.

Parcel Address	Owner	Ownership Start Date
2 Shearwood Place	Two Shearwood Station LLC	September 8, 2022

See Exhibit G - Deed for additional information.

Two Shearwood Station LLC is the current owner and Requestor. A principal in Two Shearwood Station LLC, whose parent entity is Khosla Capital LLC, is requestor member Raman Khosla. Raman Khosla became interested in acquiring an adjacent parcel located at 1 Shearwood Place LLC with a pre-existing apartment building which Khosla Capital LLC intended to acquire renovate and formed an entity called Shearwood Station JV LLC for this acquisition and building renovation project. The sale of 1 Shearwood Place also involved this adjacent Site, which had a prior address of 255-275 Huguenot Street before the 2 Shearwood Place address was assigned to this Site and the adjacent lot became 1 Shearwood Place. Khosla Capital LLC, performed a Phase I due diligence Site Assessment specifically for the Site, which identified a former laundry on this Site, but due to the age of the laundry dating back to the late 1890's, the consultant that performed the Phase I did not consider this prior use as a recognized environmental condition (REC). Requestor Two Shearwood Station LLC was issued a Reliance Letter in Exhibit G by the consultant because the recipient of the Phase I with respect to the Site was intended to be the new parcel owner of the Site – i.e. Requestor Two Shearwood Station LLC.

The seller of the two parcels was a Real Estate Investment Trust (REIT). The REIT entity known as 255 Huguenot TRS LLC owned the 2 Shearwood Place lot (f/k/a 255 Huguenot St.) Requestor Two Shearwood Station LLC acquired the shares of 255 Huguenot TRS LLC and became the owner of the Site through this transaction. See Exhibit G – August 25, 2022 Assignment of Shares and Deed from 255 Huguenot TRS LLC to Two Shearwood Station LLC dated September 8, 2022 and recorded in the Westchester County Clerk's Office on September 14, 2022 under Control No. 622343339. The goal at the time of acquisition was mainly to redevelop the pre-existing apartment building located on the adjacent 1 Shearwood Place lot and to sell this adjacent Site to another developer. The Site from the date of acquisition was just a fenced in grass covered vacant lot. As noted above, the Phase I for the Site was "clean", therefore Requestor Two Shearwood Station LLC was an innocent purchaser not aware the Site was in fact a brownfield site until after well after acquisition.

Another developer purchaser named Toll Brothers Apartment Living did become interested in buying the Site, and performed some due diligence work that revealed some contamination in 2023 and performed a Phase I in 2025. However, later in 2025 the Toll company was restructured, and

[2] *See* https://www.newrochelleny.gov/944/EnvisioNR, *Adopted Comprehensive Plan*, p. 76.

Toll elected not to proceed to remediate and redevelop the Site. Thereafter, Two Shearwood Station LLC elected to perform more due diligence and further investigated the Site to determine if the Site is an eligible BCP Site. The results of this recent Phase II investigation coupled with the prior data led to the submission of this application.

The Previous and Current Owners and Operators List is attached in Exhibit F. Immediately prior to Two Shearwood Station LLC taking title, title was held by 255 Huguenot TRS LLC. The Title Report states that 255 Huguenot TRS LLC acquired the Parcel I portion of the Site (i.e. 1 Shearwood Place) from the New Rochelle Industrial Development Agency by deed dated November 6, 2020 and recorded April 1, 2021 under Control No. 602953706, and acquired Parcel II (i.e. this 2 Shearwood Place Site) from the City of New Rochelle by deed dated November 6, 2020 and recorded April 12, 2021 under Control No. 602243457. See Exhibit B Survey and Exhibit G Deed. Historical Site uses dating to at least 1887 include residential, hotel, restaurant, saloon, post-office, laundry, theater, office, commercial, automobile-parking, and railroad-related uses.

SECTION VI: PROPERTY'S ENVIRONMENTAL HISTORY

1. List of Environmental Reports

The following environmental reports and investigations concern the Site:

a) June 2022 Phase I Environmental Site Assessment, Halstead Station (Vacant Land), 255 Huguenot Street, New Rochelle, prepared by Blackstone Consulting LLC for Khosla Capital LLC and the Requestor via a Reliance Letter;
b) April 27, 2023 Geophysical Investigation Report, 2 Shearwood Place, New Rochelle, prepared by Coastal Environmental Solutions;
c) May 2023 limited Phase II subsurface investigation summarized in three spider maps performed by SESI Consulting Engineers, DPC for Toll Brothers Apartment Living [NO FORMAL PHASE II REPORT]
d) January 2025 Phase I Environmental Site Assessment prepared by SESI Consulting Engineers, DPC for Toll Brothers Apartment Living;
e) June 2026 Phase I Environmental Site Assessment prepared by SESI Consulting Engineers, DPC for Two Shearwood Station LLC; and
f) August 2026 Phase II Environmental Site Assessment Report prepared by SESI Consulting Engineers, DPC for Two Shearwood Station LLC
g) August 2026 Remedial Investigation Work Plan prepared by SESI Consulting Engineers, DPC for Two Shearwood Station LLC

Sampling Data

See Exhibit I - Spider Maps which include sampling data summaries from the 2023 and 2026 Phase II investigations.

2. Environmental Assessment

The April-May 2023 and August 2026 Phase II ESA results collectively confirmed impacted soil, groundwater, and soil vapor at the Site. Soil impacts consist primarily of PAH SVOCs and metals associated with historic fill, and PCBs also found in groundwater. Groundwater impacts include petroleum-related VOCs, PAH SVOCs, PFAS, PCBs and total metals. Soil vapor contains petroleum-related and chlorinated VOCs, with 1,2,4-trimethylbenzene and o-xylene exceeding the decision-matrix screening levels. See Exhibit I - Site Drawing Spider Maps.

Soil:

Analytes > RRSCOs / PGWSCOs	Detections > RRSCOs	Detections > PGWSCO	Maximum Detection (mg/kg)	RRSCO (mg/kg)	PGWSCO (mg/kg)	Depth (ft-bgs)
VOCs						
Acetone	0	9	0.0727	100	0.03	3.5–4
PFAS						
PFOS	0	1	0.00127	0.044	0.001	2–2.5
SVOCs						
Benzo(a)anthracene	1	4	4.4	1.4	1	2–2.5
Benzo(a)pyrene	3	0	4.6	1	22	2–2.5
Benzo(b)fluoranthene	2	1	3.9	1.4	2.1	2–2.5
Chrysene	0	3	4.4	4.9	1	2–2.5
Phenanthrene	3	0	16	4.9	1,000	2–2.5
Dibenzo(a,h)anthracene	1	0	0.59	0.33	1,000	2–2.5
Indeno(1,2,3-cd)pyrene	1	0	1.6	1.4	6.6	2–2.5
Metals						
Barium, Total	1	0	708	410	820	3.5–4
Cadmium, Total	1	0	3.5	2.5	7.5	8–8.5
Mercury, Total	2	0	0.674	0.3	0.73	6–6.5

Groundwater:

Analyte > AWQS	Detections > AWQS	Max Detection (µg/L)	AWQS (µg/L)
VOCs			
n-Butylbenzene	1	27	5
sec-Butylbenzene	1	24	5
Isopropylbenzene	1	14	5
Naphthalene	1	22	10
n-Propylbenzene	1	13	5
1,2,4,5-Tetramethylbenzene	2	120	5
PFAS			
PFOA	4	0.0396	0.0067
PFOS	4	0.101	0.0027
SVOCs			
Acenaphthene	1	92	20

Benzo(a)anthracene	2	0.84	0.002
Benzo(a)pyrene	2	0.39	0
Benzo(b)fluoranthene	2	0.46	0.002
Benzo(k)fluoranthene	2	0.18	0.002
Chrysene	2	0.8	0.002
Fluorene	1	170	50
Phenanthrene	1	290	50
Indeno(1,2,3-cd)pyrene	1	0.05	0.002
PCBs			
Aroclor 1260	1	0.103	0.09
Metals, Total			
Arsenic	2	35.63	25
Barium	2	9430	1000
Beryllium	2	20.67	3
Cadmium	2	7.47	5
Chromium	4	1082	50
Copper	2	1924	200
Iron	4	955000	300
Lead	3	21220	25
Magnesium	2	206000	35000
Manganese	4	59400	300
Mercury	2	11.94	0.7
Nickel	2	1121	100
Selenium	3	125	10
Sodium	4	191000	20000
Thallium	2	2.85	0.5
Zinc	1	3309	2000

Soil Vapor:

Analytes	Total Detections	NYSDOH Decision Matrices Minimum Exceedances	Max Detection (µg/m3)	NYSDOH Decision Matrices Minimum (µg/m3)	Type
VOCs					
Dichlorodifluoromethane	5	0	3.1	NS	Soil Vapor, Ambient Air
Chloromethane	5	0	3.3	NS	Soil Vapor, Ambient Air

1,3-Butadiene	1	0	44.9	NS	Soil Vapor
Chloroethane	1	0	1.59	NS	Soil Vapor
Ethanol	5	0	63.1	NS	Soil Vapor
Acetone	7	0	4130	NS	Soil Vapor, Ambient Air
Trichlorofluoromethane	5	0	6.7	NS	Soil Vapor, Ambient Air
Isopropanol	3	0	2.63	NS	Soil Vapor, Ambient Air
Tertiary butyl Alcohol	6	0	197	NS	Soil Vapor
Methylene chloride	4	0	4.9	100	Soil Vapor
Carbon disulfide	3	0	33.6	NS	Soil Vapor
2-Butanone	6	0	398	NS	Soil Vapor
Ethyl Acetate	4	0	167	NS	Soil Vapor
Chloroform	3	0	24	NS	Soil Vapor
Tetrahydrofuran	2	0	2.8	NS	Soil Vapor
n-Hexane	6	0	86.4	200	Soil Vapor
1,1,1-Trichloroethane	1	0	1.11	100	Soil Vapor
Benzene	4	0	21	60	Soil Vapor
Cyclohexane	5	0	13.1	60	Soil Vapor
Trichloroethene	1	0	3.26	6	Soil Vapor
2,2,4-Trimethylpentane	3	0	13.4	60	Soil Vapor
Heptane	4	0	30	200	Soil Vapor

4-Methyl-2-pentanone	3	0	16	NS	Soil Vapor
Toluene	7	0	65.9	300	Soil Vapor, Ambient Air
2-Hexanone	3	0	85.9	NS	Soil Vapor
Tetrachloroethene	3	0	6.51	100	Soil Vapor
Ethylbenzene	5	0	40	60	Soil Vapor
p/m-Xylene	5	0	161	200	Soil Vapor
o-Xylene	5	1	61.2	60	Soil Vapor
4-Ethyltoluene	3	0	15	NS	Soil Vapor
1,3,5-Trimethylbenzene	4	0	17	60	Soil Vapor
1,2,4-Trimethylbenzene	5	2	87.5	60	Soil Vapor

3. Past Land Use

1. Past Use of the Site

Historical records indicate that the Site was developed by at least 1887, when a dwelling occupied the southeastern portion of the property. By 1892, several stores and a post-office building were present on the northern portion. The 1896 Sanborn Fire Insurance Map depicts the Windsor Hotel (which may have had a bowling alley), restaurants, a saloon, a post office, and a laundry. The laundry may have been present to 1903 or 1911 based on historic documents. In 1911, the former post-office structure was identified as the La Rochelle Theater, with several offices also present. By 1931, the former theater building was identified as a store. By 1951, portions of the Site were used for automobile parking and railroad-related purposes while commercial structures and a restaurant remained. Mapping from the 1990s continued to depict parking and commercial structures. Two structures remained in 2003; they were subsequently removed, and the Site is currently a vacant grass top fenced in undeveloped lot.

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

In June 2022, Blackstone Consulting LLC completed a Phase I ESA of the Site, which it referred to as the Halstead Station (Vacant Land), 255 Huguenot Street (k/n/a 2 Shearwood Place) lot. As noted above, the due diligence Phase I was performed for Khosla Capital LLC as the prospective purchaser, but since Requestor Two Shearwood Station LLC became the actual purchaser, a

Reliance Letter was issued to the Requestor by the consultant in Exhibit G. Despite identifying the former presence of a laundry on this Site, due to the age of the laundry dating back to the 1890s, and the absence of evidence of a documented release in the database search, the consultant did not identify any recognized environmental conditions (RECs) or significant data gaps and recommended no further investigation. Therefore, the Requestor acquired the Site in reliance on this "clean" Phase I report.

On April 27, 2023, Coastal Environmental Solutions, under SESI's observation, completed a limited geophysical investigation near the proposed sampling locations. One subsurface drain line was identified, and no evidence of USTs was identified within the surveyed areas. On the same date, SESI conducted a limited Phase II subsurface investigation for prospective purchaser Toll Brothers Apartment Living, which consisted of five soil borings, ten soil samples, two temporary groundwater monitoring points, two soil-vapor samples, and one outdoor ambient-air sample. Historic fill was observed in every boring, and impacts to soil, groundwater, and soil vapor were identified and were documented in spider maps dated May 2023. A separate formal Phase II report was not prepared at that time.

In January 2025, SESI completed a Phase I ESA for Toll Brothers Apartment Living. This Phase I report, as opposed to the prior due diligence Phase I rely on by the Requestor prior to Site acquisition, did identify two RECs: (1) the historic laundry operations, which could have caused contamination if the facility used chemicals (and at this time petroleum based solvents as opposed to chlorinated solvents were used in dry cleaning); and (2) historic fill/subsurface contamination.

In August 2026, SESI completed an updated Phase I ESA for Two Shearwood Station LLC. The updated assessment retained both the historic laundry and historic fill and documented subsurface contamination as the Site RECs.

In August 2026, SESI issued the Phase II ESA summarizing the April 2023 investigation and a supplemental investigation completed on June 4 and 5, 2026. Across both events, twenty soil borings were advanced, twenty-seven primary soil samples and four groundwater samples were collected, and six soil-vapor samples and one ambient-air sample were collected. The Phase II confirmed impacted soil, groundwater, and soil vapor, and concluded that the widespread PAH, pesticide, PCB, and metal impacts are most consistent with historic fill and long-term urban development rather than a discrete release, and recommended additional soil sampling, surveyed permanent groundwater monitoring wells, and additional soil-vapor sampling beneath the proposed building footprint to support remedial planning.

In August 2026, SESI also prepared a Remedial Investigation Work Plan designed to fully delineate the nature and extent of contamination in the Site once the Site is in the BCP. To further evaluate the soils, up to eight (8) soil borings are proposed to be advanced on the Site in an approximate 50-foot grid pattern to evaluate and delineate soil contamination. The borings are proposed to extend to a depth of approximately 20 ft bgs or until native material or bedrock/refusal is encountered and up to 40 soil samples are proposed to be collected. A total of three (3) permanent groundwater monitoring wells are proposed to be installed in the overburden to a depth of 20 ft or refusal on bedrock, whichever occurs first. Finally, to further evaluate soil vapor, four (4) soil vapor samples from soil vapor points in the footprint of the proposed building are proposed

to be installed and sampled.

SECTION VII: REQUESTOR INFORMATION

The Requestor is Two Shearwood Station LLC, a Delaware limited liability company doing business in New York and the current owner of the Site. See Exhibit J - NYS DOS Entity Information and Exhibit G – Deed. Two Shearwood Station LLC acquired the Site from 255 Huguenot TRS LLC by deed dated September 8, 2022 and recorded September 14, 2022 under Control No. 622343339 after performing environmental due diligence which did not reveal any environmental conditions on the Site before acquisition making the Requestor an innocent purchaser. See Exhibit G – Deed and Phase I Reliance letter. The Requestor's mailing address is c/o Khosla Capital LLC, 100 Sterling Boulevard, Suite 1110, Englewood, New Jersey 07631. See Exhibit J - NYS DOS Entity Information.

The Corporate Consent authorizes Raman Khosla as the authorized signatory for Requestor Two Shearwood Station LLC to sign Brownfield Cleanup Program documents. See Exhibit K – Corporate Consent.

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

1-10. Please refer to BCP Application Form.

11. Unregistered bulk storage tanks

No registered or unregistered bulk storage tanks are known to be present at the Site. The April 27, 2023 geophysical investigation identified no anomalies indicative of underground storage tanks.

REQUESTOR CERTIFICATION

The Requestor certifies it is a Volunteer because it performed environmental due diligence before Site acquisition, which did not identify any recognized environmental conditions (RECs) on the Site. Contamination was only identified after Site acquisition, which was supposed to be addressed by another developer/purchaser of the Site. As soon as a former prospective purchaser recently decided not to pursue acquisition, remediation and redevelopment of the Site, the Requestor Site owner performed more due diligence to determine if the Site was an eligible BCP Site, and upon identification of more contamination, prepared this BCP Application to address the environmental conditions on the Site. In addition, the Requestor has exercised due care since ownership of the Site since it has remained a vacant fully fenced in parcel not accessible to the public since Site

acquisition.

SECTION XI: PROPERTY ELIGIBILITY INFORMATION

Please refer to the responses to Questions 1-6 on the BCP Application Form.

In addition to the responses on the application form, the following environmental information documents contamination at the Site relevant to BCP eligibility.

Environmental investigation results document contaminants in soil, groundwater, and soil vapor above applicable NYSDEC and NYSDOH criteria. Soil contains exceedances of applicable Restricted Residential Soil Cleanup Objectives; groundwater contains exceedances of Class GA Ambient Water Quality Standards/Guidance Values; and soil vapor contains concentrations above the lowest applicable NYSDOH decision-matrix screening levels. See the Environmental Reports and the Spider Maps in Exhibit I. These results provide the contamination evidence supporting the Site's brownfield eligibility, subject to NYSDEC's determination on the BCP Application.

SECTION XII: SITE CONTACT LIST

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

EXHIBIT A

BASE MAP

Shearwood Laundry and Petroleum Site
2 Shearwood Place
New Rochelle, NY 10801

Legend:

Site Property Boundary

Corresponding page
lists adjacent property owners by
letter A – H

N

True North

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.

August 2026
Source: Westchester County GIS



Number	Property Owner(s) Name(s)	Property Address	Section-Block-Lot
1	Two Shearwood Station LLC	2 Shearwood Place, New Rochelle, NY	1-234-0002

Letter	Adjacent Property Owner(s) Name(s)	Property Address	Section-Block-Lot
A	Two Shearwood Station LLC	Shearwood Place, New Rochelle, NY	1-234-0003
B	New Rochelle Industrial Development Agency	1 Shearwood Place, New Rochelle, NY	1-234-0001
C	County of Westchester	264 Huguenot Street, New Rochelle, NY	1-230-0032
D	Citizens Bank NA	238 Huguenot & Lawton Street, New Rochelle, NY	1-229-0030
E	North Brook Realty Association	270 North Ave, New Rochelle, NY	1-233-0001
F	City of New Rochelle	Station Place South, New Rochelle, NY	1-236-0007
G	Consolidated Rail Corporation	North to Station Plaza South, New Rochelle, NY	1-236-0001
H	270 North Ave Realty Corporation	Bridge Street, New Rochelle, NY	1-236-0005

Street Map

Shearwood Laundry and
Petroleum Site
2 Shearwood Place
New Rochelle, NY 10801



Legend:

Site Property Boundary

SITE LOCATION MAP

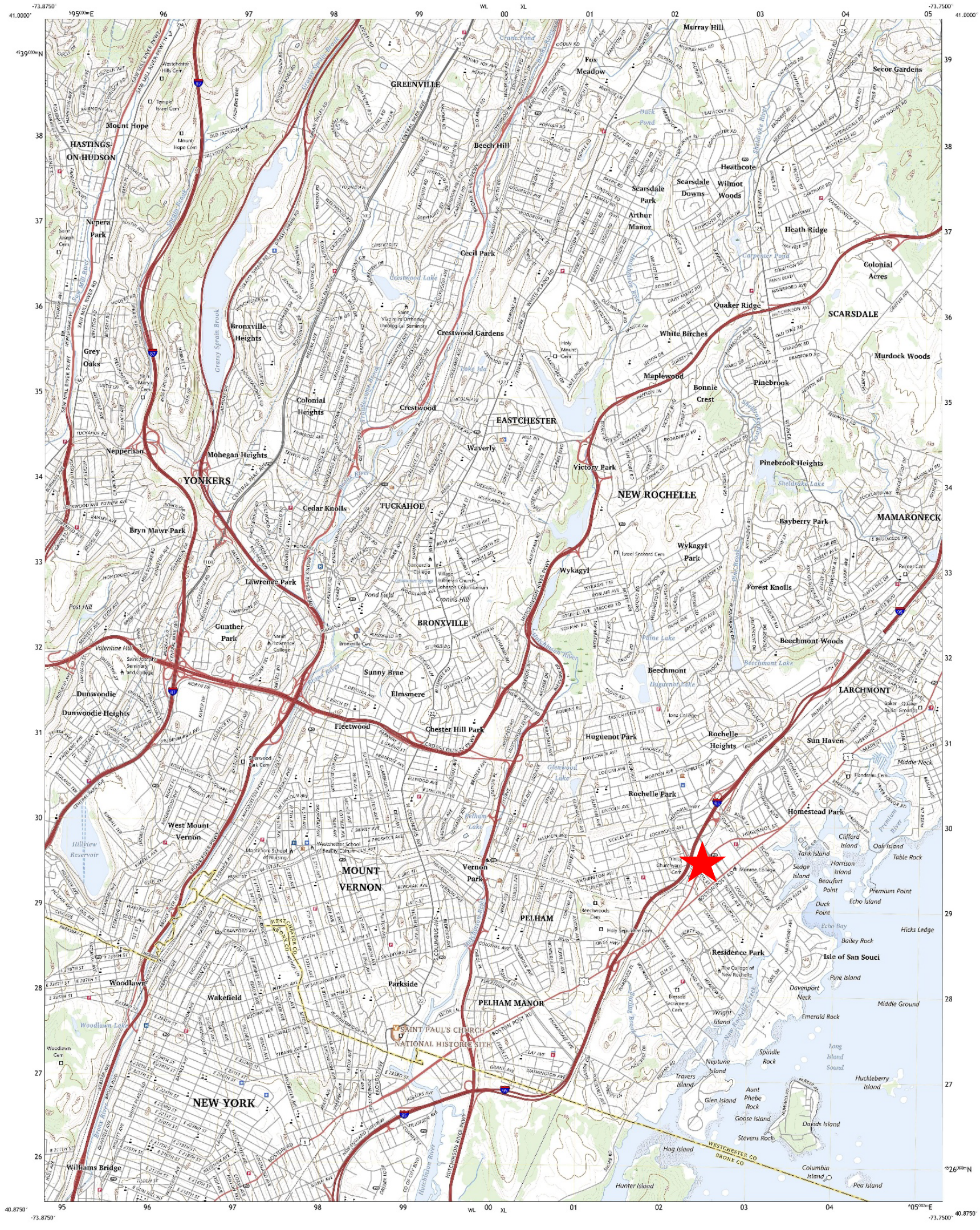
USGS science for a changing world

U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

The National Map US Topo

★ BCP Site Location

MOUNT VERNON QUADRANGLE
NEW YORK
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84). Projection and 1 000-meter grid:Universal Transverse Mercator, Zone 18T
This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery	NAIP,	August 2017 - December 2017
Roads	U.S. Census Bureau,	2016 - 2021
Names	GNIS,	1980 - 2023
Hydrography	National Hydrography Dataset,	2002 - 2022
Contours	National Elevation Dataset,	2015
Boundaries	Multiple sources; see metadata file	2020 - 2022
Wetlands	FWS National Wetlands Inventory	2008 - 2011

UTM GRID AND 2023 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

SCALE 1:24 000

1 0.5 0 KILOMETERS 1 2
1000 500 0 METERS 1000 2000
1 0.5 0 1
1000 0 1000 2000 3000 4000 5000 6000 7000 8000 9000 10000
MILES
FEET

CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the National Geospatial Program US Topo Product Standard.

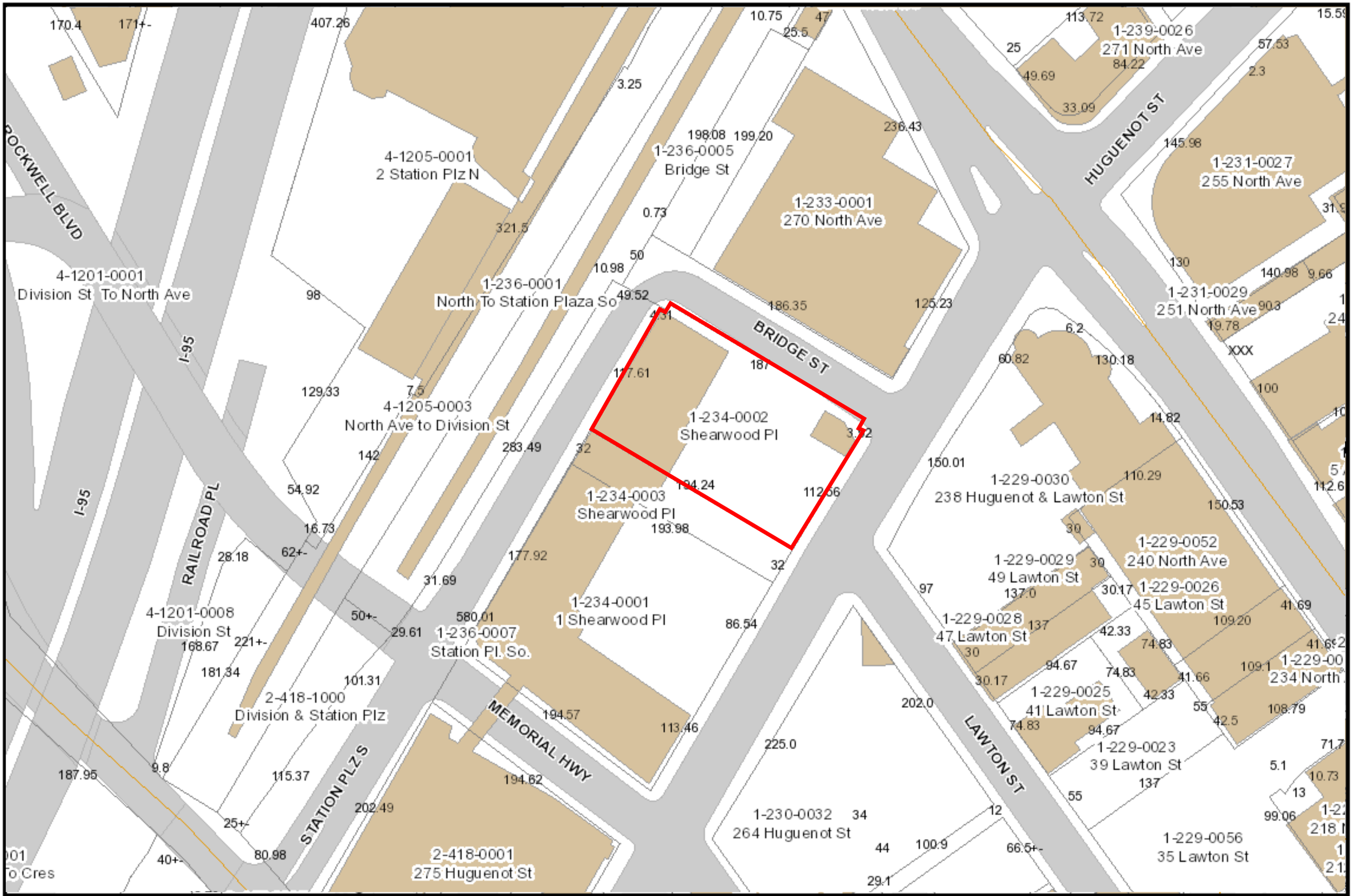
QUADRANGLE LOCATION

ADJOINING QUADRANGLES
1 Nyack
2 White Plains
3 Glenville
4 Yonkers
5 Mamaroneck
6 Central Park
7 Flushing
8 Sea Cliff

ROAD CLASSIFICATION
Expressway
Secondary Hwy
Ramp
Local Connector
Local Road
4WD
Interstate Route
US Route
State Route

MOUNT VERNON, NY
2023

EXHIBIT B



Legend

- Zoning
- Parcels
- Building Footprints
- Westchester Municipalities
- Paved Roads

Key Map

Property Map

BCP Site Boundary

Creation Date: 8/28/2026

N

0 37.5 75 150 225 300 ft

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CITY OF NEW ROCHELLE, NEW YORK

NOTES

1. THIS SURVEY IS BASED UPON EXISTING PHYSICAL CONDITIONS FOUND AT THE SUBJECT SITE, AND THE FOLLOWING REFERENCES:

   A. TAX MAP

   B. TITLE No.3020-1097096NY1 FROM THE FIRST AMERICAN TITLE INSURANCE COMPANY, EFFECTIVE DATE: 01/10/2022 (NOW OR FORMERLY THE AVALON BAY COMMUNITIES INC. AND DSF GROUP)

   C. "TOPOGRAPHIC AND BOUNDARY SURVEY" AS PREPARED FOR 255 HUHUENOT OWNER LLC DATED AUGUST 15, 2019.

2. THE MERIDIAN OF THIS SURVEY IS REFERENCED TO NEW YORK EAST STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83)(EPOCH2011) GRID NORTH.

3. ELEVATIONS SHOWN ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) (GEOID12B) AS DETERMINED BY GLOBAL NAVIGATION SATELLITE SYSTEMS (GNSS).

4. PARCELS ARE BASED UPON, AND THE SAME, RECORD DESCRIPTIONS.

5. STREET NAMES AND R.O.W. WIDTHS, BLOCK AND LOT NUMBERS AS PER MAPS REFERENCED IN CITY OF NEW ROCHELLE TAX MAPS.

6. OFFSETS (IF SHOWN) ARE FOR SURVEY REFERENCES ONLY AND ARE NOT TO BE USED IN CONSTRUCTION OF ANY TYPE.

7. WETLANDS, ENVIRONMENTAL AND/OR HAZARDOUS MATERIALS LOCATION, IF ANY, NOT COVERED UNDER THIS CONTRACT.

8. UNLESS SPECIFICALLY NOTED HEREON, STORM AND SANITARY SEWER INFORMATION (INCLUDING PIPE INVERT, PIPE MATERIAL, AND PIPE SIZE) WAS OBSERVED AND MEASURED AT FIELD LOCATED STRUCTURES (MANHOLES/CATCH BASINS, ETC). CONDITIONS CAN VARY FROM THOSE ENCOUNTERED AT THE TIMES WHEN AND THE LOCATIONS WHERE DATA WAS OBTAINED, DESPITE MEETING THE REQUIRED STANDARD OF CARE THE SURVEYOR CANNOT AND DOES NOT WARRANT THAT PIPE MATERIAL AND/OR PIPE SIZE THROUGHOUT THE PIPE RUN ARE THE SAME AS THOSE OBSERVED AT EACH STRUCTURE, OR THAT THE PIPE RUN IS STRAIGHT BETWEEN THE LOCATED STRUCTURES.

   ADDITIONAL UTILITY (WATER, GAS, ELECTRIC ETC...) DATA MAY BE SHOWN FROM FIELD LOCATED SURFACE MARKINGS (BY OTHERS), EXISTING STRUCTURES, AND/OR FROM EXISTING DRAWINGS.

   UNLESS SPECIFICALLY NOTED HEREON THE SURVEYOR HAS NOT EXCAVATED TO PHYSICALLY LOCATE THE UNDERGROUND UTILITIES. THE SURVEYOR MAKES NO GUARANTEES THAT THE SHOWN UNDERGROUND UTILITIES ARE EITHER IN SERVICE, ABANDONED OR SUITABLE FOR USE, NOR ARE IN THE EXACT LOCATION OR CONFIGURATION INDICATED HEREON.

   PRIOR TO ANY DESIGN OR CONSTRUCTION THE PROPER UTILITY AGENCIES MUST BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.

   UNLESS NOTED BELOW SUPPLEMENTAL DOCUMENTS WERE NOT USED TO COMPILE THE SUBSURFACE UTILITY INFORMATION SHOWN HEREON.

9. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

10. THIS PLAN NOT VALID UNLESS EMBOSSED OR BLUE INK STAMPED WITH THE SEAL OF THE PROFESSIONAL.

11. FEMA INFORMATION

CURRENT:
AS PER THE "NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP TITLED FOR WESTCHESTER COUNTY, NEW YORK (ALL JURISDICTIONS), PANEL 341 & 342 OF 426, MAP NUMBER 36119C0341F & 36119C0342F, REVISED DATE SEPTEMBER 28, 2007". THE ENTIRE SUBJECT PROPERTY LIES WITHIN ZONE X (NOT SHADED).

PRELIMINARY:
AS PER THE "NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP TITLED FOR WESTCHESTER COUNTY, NEW YORK (ALL JURISDICTIONS), PANEL 342 OF 426, MAP NUMBER 36119C0342G, REVISED DATE DECEMBER 8, 2014". THE ENTIRE SUBJECT PROPERTY LIES WITHIN ZONE X (NOT SHADED). MAP NUMBER 36119C0341G WAS NOT AVAILABLE AT THE TIME OF THE SURVEY.

TABLE A REQUIREMENTS

2. ADDRESSES SHOWN ON THE SURVEY.
3. FLOOD ZONE CLASSIFICATION SHOWN ON SURVEY. SEE NOTE 11 FOR DETAILS.
4. GROSS LAND AREA SHOWN ON SURVEY.
8. SUBSTANTIAL FEATURES SHOWN ON SURVEY.
13. NAMES OF ADJOINING OWNERS ACCORDING TO CURRENT TAX RECORDS SHOWN ON SURVEY.
14. DISTANCE TO NEAREST INTERSECTING STREET SHOWN ON SURVEY.
16. NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WAS OBSERVED ON THE SUBJECT PREMISES. – EXCEPT PARCEL 1

SHCEDUL B-2 EXCEPTIONS

(NOW OR FORMERLY THE AVALON BAYCOMMUNITIES INC. AND DSF GROUP)

SCHEDULE B-2 EXCEPTIONS

1. RIGHTS OF TENANTS OR PERSONS IN POSSESSION, IF ANY.
2. TAXES, TAX LIENS, TAX SALES, WATER RATES, SEWER RENTS AND ASSESSMENTS SET FORTH HEREIN. – NOT SURVEY RELATED
3. SURVEY READING – PLOTTED
4. THERE (IS) ARE NO OPEN MORTGAGE(S) OF RECORD. – NOT SURVEY RELATED
5. TERMS, COVENANTS, CONDITIONS AND RESTRICTIONS INCLUDING A RIGHT OF REVERTER CONTAINED IN DEED FROM THE CITY OF NEW ROCHELLE TO AVALONBAY REDEVELOPMENT, LLC DATED 07/22/1999 AND RECORDED 08/13/1999 IN(AS) LIBER 12351 CP 247. – BLANKET IN NATURE
6. (AFFECTS PARCEL I) THE TAX SEARCH INDICATES THAT THE PREMISES DESCRIBED IN SCHEDULE A IS BENEFITED BY A TAX EXEMPTION THAT MAY TERMINATE UPON TRANSFER OF SAID LAND. THE LAND THEN MAY BECOME TAXED, PRO-RATA, FOR THE UNEXPIRED TERM OF THE TAX YEAR FROM THE TERMINATION OF THE EXEMPTION. POLICY WILL EXCEPT LOSS OR DAMAGE ARISING FROM THE RETROACTIVE REIMPOSITION OF TAXES FROM THE TERMINATION OF THE EXEMPTION. – NOT SURVEY RELATED
7. (AFFECTS PARCEL II) NO TAX DESIGNATION WAS FOUND. THE DESIGNATION MUST BE PROVIDED TO THIS COMPANY IN ADVANCE OF CLOSING SO THAT A TAX SEARCH MAY BE ORDERED. – NOT SURVEY RELATED

RECORD DESCRIPTION

(NOW OR FORMERLY THE AVALON BAYCOMMUNITIES INC. AND DSF GROUP)

PARCEL 1 SECTION 1, BLOCK 234, LOT 2:

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

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF HUGUENOT STREET AT ITS INTERSECTION WITH THE PROPOSED NORTHERLY BOUNDARY OF THE PROPOSED SHEARWOOD PLACE (TO BE DEDICATED TO THE CITY OF NEW ROCHELLE),

THENCE NORTH 59°31'44" WEST ALONG THE LAST MENTIONED PROPOSED NORTHERLY BOUNDARY OF THE PROPOSED SHEARWOOD PLACE, A DISTANCE OF 194.24 FEET TO A POINT ON THE EASTERLY BOUNDARY OF STATION PLAZA SOUTH;

THENCE NORTH 30°01'47" EAST ALONG THE LAST MENTIONED EASTERLY BOUNDARY OF STATION PLAZA SOUTH, A DISTANCE OF 117.61 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF BRIDGE STREET;

THENCE SOUTH 58°02'54" EAST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF BRIDGE STREET, A DISTANCE OF 195.29 FEET TO ITS INTERSECTION WITH THE FIRST MENTIONED WESTERLY BOUNDARY OF HUGUENOT STREET;

THENCE SOUTH 30°30'32" WEST ALONG THE LAST MENTIONED WESTERLY BOUNDARY OF HUGUENOT STREET, A DISTANCE OF 112.56 FEET TO THE POINT OF BEGINNING BEING 22,410 SQUARE FEET, MORE OR LESS.

PARCEL 2 SECTION 1, BLOCK 234, LOT 3:

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

COMMENCING FROM A POINT ON THE WESTERLY BOUNDARY OF HUGUENOT STREET AT ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF BRIDGE STREET;

THENCE SOUTH 30°30'32" WEST, A DISTANCE OF 112.56 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 30°30'32" WEST, A DISTANCE OF 32.00 FEET TO A POINT;

THENCE NORTH 59°31'44" WEST THROUGH THE PROPERTY OF 255 HUGUENOT OWNER LLC (TAX ID 1-234-1) A DISTANCE OF 193.98 FEET TO ITS INTERSECTION WITH THE EASTERLY BOUNDARY OF STATION PLAZA SOUTH;

THENCE NORTH 30°01'47" EAST ALONG THE LAST MENTIONED EASTERLY BOUNDARY OF STATION PLAZA SOUTH, A DISTANCE OF 32.00 FEET TO A POINT;

THENCE SOUTH 59°31'44" EAST THROUGH THE PROPERTY OF 255 HUGUENOT OWNER LLC (TAX ID 1-234-1) A DISTANCE OF 194.24 FEET TO THE POINT OF BEGINNING BEING 6,211 SQUARE FEET, MORE OR LESS.

PARCEL II:

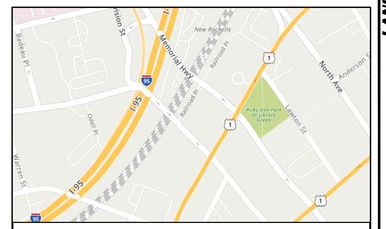
ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF NEW ROCHELLE, WESTCHESTER COUNTY, STATE OF NEW YORK AS SHOWN ON A MAP ENTITLED "SURVEY OF ACQUISITION PARCEL FOR 255 HUGUENOT OWNER LLC, 255 HUGUENOT STREET PORTION OF TAX PARCEL 2-234-1, 1A" AS PREPARED BY MASER CONSULTING, P.A., DATED 11/08/17, LAST REVISED 05/15/18 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY ROAD BOUNDARY OF BRIDGE STREET, SAID POINT BEING SOUTH 58°02'54" EAST 4.31 FEET FROM A DRILL HOLE SET AT THE INTERSECTION OF THE EASTERLY ROAD BOUNDARY OF STATION PLAZA SOUTH AND THE SOUTHERLY ROAD BOUNDARY OF BRIDGE STREET;

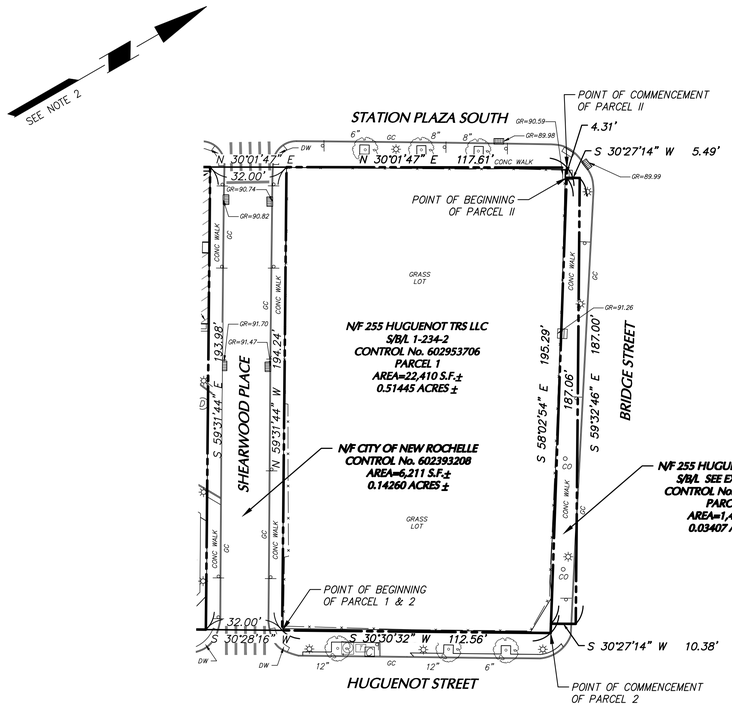
THENCE FROM SAID POINT OF BEGINNING, THROUGH BRIDGE STREET THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 30°27'14" EAST 5.49 FEET TO A POINT;
2. SOUTH 59°32'46" EAST 187.00 FEET TO A POINT;
3. SOUTH 30°27'14" WEST 10.38 FEET TO A POINT IN THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF 255 HUGUENOT OWNER LLC (CONTROL # 562813205);

THENCE ALONG SAID LINE NORTH 58°02'54" WEST 187.06 FEET TO THE POINT OF BEGINNING.



PROJECT LOCATION MAP
SCALE: NOT TO SCALE
SOURCE: MAPQUEST



LEGEND (NOT SHOWN TO SCALE)

AIR CONDITIONING UNIT	ELECTRIC METER	PEDESTRIAN PUSH BUTTON	EDGE OF PAVEMENT				
BOLLARD	FIRE HYDRANT	TRAFFIC SIGNAL ARM	DETECTABLE WARNING				
MAILBOX	COMMUNICATION BOX	TRAFFIC SIGNAL POLE	CONCRETE CURB				
MONITORING WELL	GAS METER	WATER METER	GRANITE CURB				
SIGN	GAS VALVE	WATER VALVE	BROKEN WHITE STRIPE				
SHRUB	LIGHT POLE	BITUMINOUS	STOCKADE FENCE				
TREE	MANHOLE (TYPE AS LABELED)	CONCRETE	CHAINLINK FENCE				
CATCH BASIN	POWER POLE	CONCRETE PAD	IRON FENCE				
CLEANOUT	MUNICIPAL PARKING METER	LANDSCAPED AREA	EASEMENT LINE				
ELECTRIC BOX	TRAFFIC SIGNAL BOX	BOTTOM OF WALL	PROPERTY LINE				
	UNIDENTIFIED UTILITY STRUCTURE		RIGHT-OF-WAY LINE				

30 0 15 30
SCALE: 1" = 30'



THIS IS TO CERTIFY TO SIGNATURE BANK AND ITS SUCCESSORS AND ASSIGNS, AS THEIR INTEREST MAY APPEAR; PACIFIC URBAN INVESTORS LLC; 2R INVESTMENTS LLC A NEW JERSEY LIMITED LIABILITY COMPANY; 275 HUGUENOT REIT LLC A DELAWARE LIMITED LIABILITY COMPANY; 255 HUGUENOT OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY; 255 HUGUENOT TRS LLC, A DELAWARE LIMITED LIABILITY COMPANY; SHEARWOOD STATION JV LLC, A DELAWARE LIMITED LIABILITY COMPANY; SHEARWOOD STATION NEW ROCHELLE LLC, A DELAWARE LIMITED LIABILITY COMPANY; CULLEN & DYKMAN LLP AND FIRST AMERICAN TITLE INSURANCE COMPANY

THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 6(b), 7(a), 8, 9, 11, 13, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 9, 2021.

DATE OF MAP: JUNE 23, 2022.

6/23/2022

ANDREW G. IVES, P.L.S. NY #50794 DATE

06/23/2022	Addressed Comments	3
04/14/2022	Revised Notes	2
03/17/2022	New Title Report	1
Date	Description	No.

REVISIONS

LANGAN
Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.
One North Broadway, Suite 910
White Plains, NY 10601
T: 914.323.7400 F: 914.323.7401 www.langan.com

Project
275 HUGUENOT ST
SECTION 2, BLOCK No. 248, LOT No.1
&
1 SHEARWOOD PL
SECTION 1, BLOCK No. 234, LOT No.1
NEW ROCHELLE, WESTCHESTER COUNTY, NEW YORK

Drawing Title
ALTA/NSPS LAND TITLE SURVEY

Project No. 190055001	Drawing No. VL102
Date DECEMBER 23, 2021	
Drawn By DJG	
Checked By AGI	Sheet 2 of 2

LANGAN
PROJECT NO. 190055001

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Filename: I:\langan.com\data\WPW\data01\190055001\Project Data_Discipline\Survey\CAD\Existing\190055001-V-EX0101 VL101-VL102.dwg Date: 6/23/2022 Time: 09:25 User: jstublic Style Table: Langan.stb Layout: VL102

From: Linda Shaw
To: Jonathan Witmer; Abbi Patrick; Sarah Ingle
Subject: FW: 2 Shearwood Place (tax parcel 1-234-0002)
Date: Friday, September 4, 2026 2:45:43 PM
Attachments: image002.png

Linda Shaw
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From: Anthony B. Gioffre, III <AGioffre@CUDDYFEDER.COM>
Sent: Thursday, August 20, 2026 4:15 PM
To: Raman Khosla <rkhosla@khoslacap.com>; Zenn, Jeffrey A. <jzenn@cullenllp.com>; Linda Shaw <lshaw@nyenvlaw.com>
Cc: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Subject: RE: 2 Shearwood Place (tax parcel 1-234-0002)

WARNING: External Sender! Exercise caution with links, attachments and requests for login information.

Raman, as discussed, we are pleased to advise you that the City has approved the tax map update and have submitted it to the tax mapping company to effectuate same as indicated in the below email. Please note however that the map gets updated once per year in April.

Linda, please let us know if the below email will suffice for your purposes or if you need something more formal.

Tony

From: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Sent: Thursday, August 20, 2026 12:00 PM
To: Anthony B. Gioffre, III <AGioffre@CUDDYFEDER.COM>
Cc: Yvonne Petrillo <YPetrillo@cuddyfeder.com>

Subject: FW: 2 Shearwood Place (tax parcel 1-234-0002)

From: Platz, Philip <pplatz@newrochelleny.gov>
Sent: Thursday, August 20, 2026 10:25 AM
To: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Subject: RE: 2 Shearwood Place (tax parcel 1-234-0002)

Good Morning,

I was given approval from Corporation Counsel and submitted the correction to the tax mapping company. I may have mentioned earlier that we usually submit map changes once a year in April, so I am not certain when the update will be completed. I will let you know when I hear back.

Philip M. Platz Esq. IAO
Assessor
City of New Rochelle

From: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Sent: Tuesday, August 18, 2026 3:19 PM
To: Platz, Philip <pplatz@newrochelleny.gov>
Subject: Re: 2 Shearwood Place (tax parcel 1-234-0002)

EXTERNAL SENDER: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe. If unsure, contact IT for guidance.

Hello Mr. Platz: I hope you are well. I just wanted to follow up on the status of this review? Please let me know if you have any questions. Thanks – Max

Maximillian R. Mahalek, Esq.
Associate
Cuddy & Feder LLP
445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914 872 1874 | F 914 761 5372
MMahalek@cuddyfeder.com

From: Mahalek, Maximillian R.
Sent: Wednesday, 12 August 2026 10:53:14
To: pplatz@newrochelleny.gov <pplatz@newrochelleny.gov>

Subject: RE: 2 Shearwood Place (tax parcel 1-234-0002)

Apologies on my spelling, I meant - **Mr. Platz**!

From: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Sent: Wednesday, August 12, 2026 10:45 AM
To: Platz, Philip <pplatz@newrochelleny.gov>
Cc: Anthony B. Gioffre, III <AGioffre@CUDDYFEDER.COM>; Yvonne Petrillo <YPetrillo@cuddyfeder.com>
Subject: Re: 2 Shearwood Place (tax parcel 1-234-0002)

Thank you, Mr. Paltz. As a part of the technicalities of the Brownfield Cleanup Program our client has to provide the tax lot ID number that is tied to the tax map showing the parcel encompassing the entire site, along with the survey and deeds. As such, we kindly ask that the tax map updated. If you have any questions, happy to speak on the phone, too (just in case, my cell, 773-603-8561). Thanks! -Max

Maximillian R. Mahalek, Esq.
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White Plains, New York 10601
T 914 872 1874 | F 914 761 5372
MMahalek@cuddyfeder.com

From: Platz, Philip <pplatz@newrochelleny.gov>
Sent: Wednesday, August 12, 2026 10:38 AM
To: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Cc: Anthony B. Gioffre, III <AGioffre@CUDDYFEDER.COM>; Yvonne Petrillo <YPetrillo@cuddyfeder.com>
Subject: RE: 2 Shearwood Place (tax parcel 1-234-0002)

The tax map is merely to show the location of a parcel, it is not as accurate as a survey or even the site plan you sent to me. I would think the best proof of ownership would be the deed to the prior owner and then the deed to Two Sherwood Station LLC.

Philip M. Platz Esq. IAO
Assessor
City of New Rochelle

From: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Sent: Tuesday, August 11, 2026 5:08 PM
To: Platz, Philip <pplatz@newrochelleny.gov>
Cc: Anthony B. Gioffre, III <AGioffre@CUDDYFEDER.COM>; Yvonne Petrillo <YPetrillo@cuddyfeder.com>
Subject: RE: 2 Shearwood Place (tax parcel 1-234-0002)

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Thank you, Mr. Platz, for looking into this and for your quick response. As this project was approved by the Planning Board in February of 2025, our Client is under significant pressure to complete the brownfield clean up program, but will need confirmation that their entire site is included in tax parcel 1-234-0002, inclusive of the former Bridge Street ROW, to do so. If you or Corporation Counsel need any additional information, please let me know. I am also happy to check in with Corporation Counsel, as well.

Thanks again. -Max

From: Platz, Philip <pplatz@newrochelleny.gov>
Sent: Tuesday, August 11, 2026 10:59 AM
To: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Subject: RE: 2 Shearwood Place (tax parcel 1-234-0002)

Good Morning,

I asked for guidance from corporation counsel and she wanted to see the deeds of transfer. I was able to find the deeds to and from the prior owner on the county clerk's website and sent them to her. Once she gives me the okay, I will update the maps.

Philip M. Platz Esq. IAO
Assessor
City of New Rochelle

From: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Sent: Monday, August 10, 2026 3:41 PM
To: Platz, Philip <pplatz@newrochelleny.gov>
Subject: RE: 2 Shearwood Place (tax parcel 1-234-0002)

EXTERNAL SENDER: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe. If unsure, contact IT for guidance.

Hello Mr. Platz: I just wanted to follow up to see if you needed anything else in this regard? Thanks. -Max

---

From: Mahalek, Maximillian R.
Sent: Tuesday, August 4, 2026 9:57 AM
To: Platz, Philip <pplatz@newrochelleny.gov>
Cc: Anthony B. Gioffre, III <AGioffre@CUDDYFEDER.COM>; Russo, Michelle K. <MRusso@CUDDYFEDER.COM>
Subject: RE: 2 Shearwood Place (tax parcel 1-234-0002)

Hello Mr. Platz: Yes, the request is for the portion of Bridge Street granted by the City to the past owner be made a part of Tax Lot 1-234-0002, which would reflect the bounds of the lot considered by the Planning Board in Approval Number 15-2025. Our Office's direction has been to focus on the Bridge Street right of way as separate counsel is handling Shearwood Place – we will reach out to them for an update and let you know if we learn of anything. However, we understand that the next step would be for the lot lines of Tax Lot 1-234-0002 be updated to match the conveyance authorized by the City Council. Please let us know if you have any other questions. Thanks. -Max

---

From: Platz, Philip <pplatz@newrochelleny.gov>
Sent: Monday, July 27, 2026 1:23 PM
To: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Cc: Anthony B. Gioffre, III <AGioffre@CUDDYFEDER.COM>; Russo, Michelle K. <MRusso@cuddyfeder.com>
Subject: RE: 2 Shearwood Place (tax parcel 1-234-0002)

Good Afternoon Max,

I have read over the documentation you sent. I have two questions.

You are requesting the portion of the Bridge Street right of way the City Council granted you to be merged into lot 1-234-0002 and not a separate lot?
I see that Sherwood Place is listed as lot 1-234-0003 and is owned by Two Sherwood Station LLC, and not the City of New Rochelle on my records (see attached). Is there a deed granting this parcel to the City of New Rochelle or will one be forthcoming?

Philip M. Platz Esq. IAO
Assessor
City of New Rochelle

From: Mahalek, Maximillian R. <MMahalek@cuddyfeder.com>
Sent: Wednesday, July 22, 2026 2:15 PM
To: Platz, Philip <pplatz@newrochelleny.gov>

Cc: Anthony B. Gioffre, III <AGioffre@CUDDYFEDER.COM>; Russo, Michelle K. <MRusso@cuddyfeder.com>
Subject: 2 Shearwood Place (tax parcel 1-234-0002)

EXTERNAL SENDER: DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe. If unsure, contact IT for guidance.

Hello Assessor Platz:

Great speaking with you just now. As discussed, our Client owns 2 Shearwood Place (tax parcel 1-234-0002), which they have an approval for from the Planning Board to construct a development on. In order to facilitate future development and Brownfield Cleanup Review, our Client needs the tax map showing the full bounds of the site. The current tax map shows a slightly smaller parcel than the actual size of the parcel (specifically, it does not include a portion of the old Bridge Street ROW).

In reviewing the documentation available to us, we found that on January 21, 2020, the City Council authorized the transfer of the southern portion of the Bridge Street ROW to a previous owner of the lot. Attached are the minutes and Resolution approving this transfer (included in the minutes at Exhibit D is a Survey specifically showing the portion of Bridge Street transferred to the then-owner). I am also attaching our Client's deed and an enlarged survey from June 2023 (see sheet 2) which both reference "Parcel II": the portion of Bridge Street previously transferred by the City.

(Note per the minutes attached: tax parcel 1-234-0002 is the northern portion of the former tax parcel 1-234-0001.)

To help facilitate our Client's development and Brownfield Cleanup processes, we kindly ask that the tax map be updated to show the true bounds of tax parcel 1-234-0002, including this "Parcel II" transferred from the City to the past owner. Please let us know if you have any questions or require any additional information. Thank you. -Max

Maximillian R. Mahalek, Esq.
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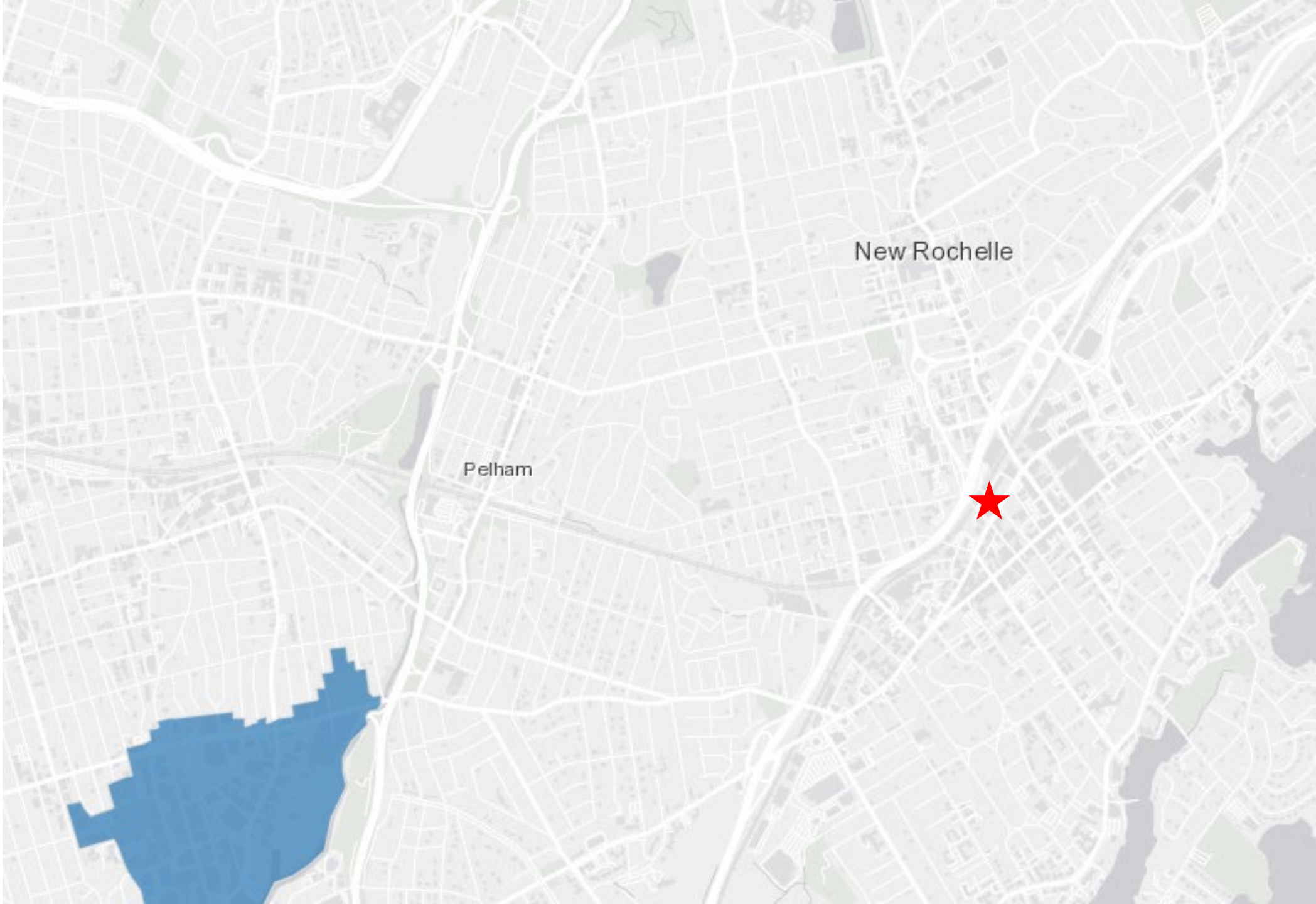
EXHIBIT C

BOA Map

Shearwood Laundry and
Petroleum Site
2 Shearwood Place
New Rochelle, NY 10801

Legend:

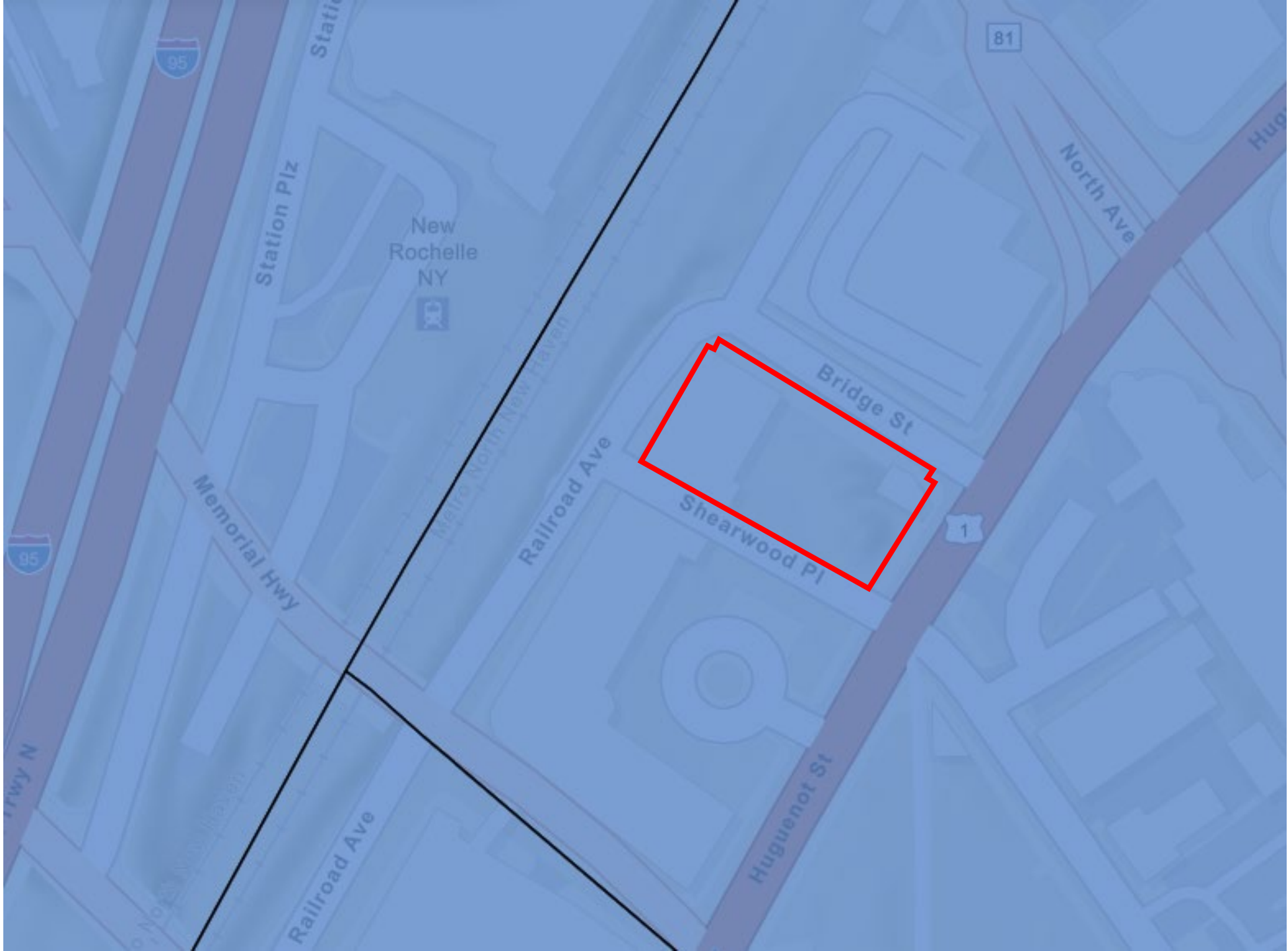
★ Site Location



July 2026
Source: DOS Geographic Information Gateway

Disadvantaged Communities Map

Shearwood Laundry and Petroleum Site
2 Shearwood Place
New Rochelle, NY 10801



Legend:

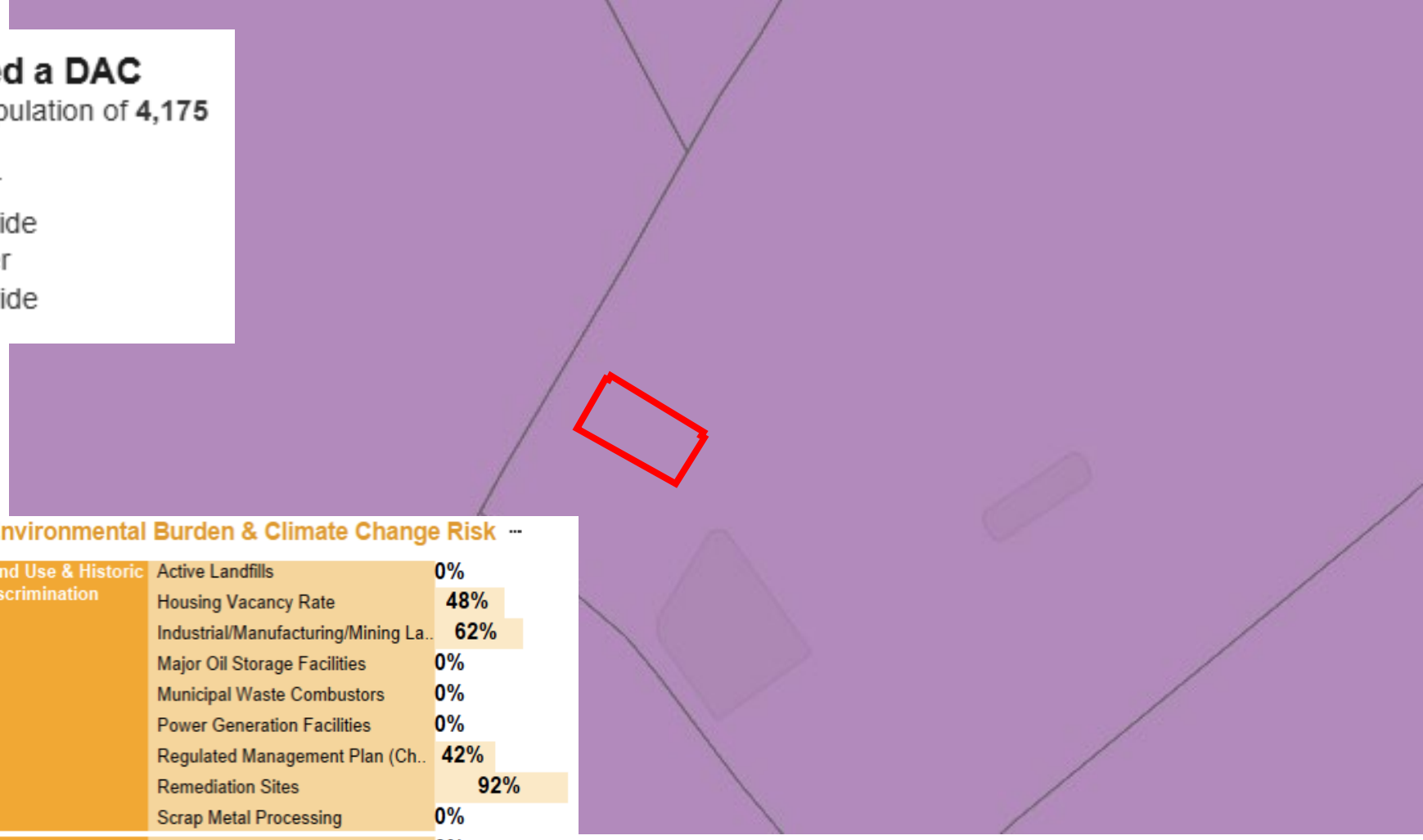
Site Property Boundary

Disadvantaged Community

July 2026
Source: NYSERDA

Census Tract 36119006000 is **Designated a DAC**
This Tract covering **New Rochelle city** has a population of **4,175**

Environmental Burden is higher than **89%** of Census Tracts statewide
Population Vulnerability is higher than **52%** of Census Tracts statewide



Population Characteristics & Vulnerability

Health Impacts & Burdens	Asthma ED visits	63%
	COPD ED visits	24%
	Heart attack (MI) Hospitalization	74%
	Low Birthweight	48%
	Pct Adults Age 65+	34%
	Pct w/ Disabilities	20%
	Pct w/o Health Insurance	59%
	Premature Deaths	39%
Housing, Mobility, Communications	Energy Poverty / Cost Burden	58%
	Homes Built Before 1960	39%
	Housing Cost Burden (Rental C..	57%
	Manufactured Homes	0%
	Pct Renter-Occupied Homes	72%
	Pct w/o Internet (home or cellul..	20%
Income	Pct <100% of Federal Poverty ..	30%
	Pct <80% Area Median Income	61%
	Pct Single-Parent Households	45%
	Pct w/o BachelorÆs Degree	19%
	Unemployment Rate	44%
Race/Ethnicity	Historical Redlining Score	22%
	Limited English Proficiency	63%
	Pct Asian	75%
	Pct Black or African American	76%
	Pct Latino/a or Hispanic	74%
	Pct Native American or Indigen..	59%

Environmental Burden & Climate Change Risk

Land Use & Historic Discrimination	Active Landfills	0%
	Housing Vacancy Rate	48%
	Industrial/Manufacturing/Mining La..	62%
	Major Oil Storage Facilities	0%
	Municipal Waste Combustors	0%
	Power Generation Facilities	0%
	Regulated Management Plan (Ch..	42%
	Remediation Sites	92%
	Scrap Metal Processing	0%
Potential Climate Change Risk	Agricultural Land Use	0%
	Coastal Flooding and Storm Risk ..	0%
	Driving Time to Urgent/Critical Care	57%
	Extreme Heat Projections (>90? d..	96%
	Inland Flooding Risk Areas	0%
	Low Vegetative Land Cover	68%
Potential Pollution Exposure	Benzene Concentration (Modeled)	57%
	Particulate Matter (PM2.5)	52%
	Traffic: Diesel Trucks	98%
	Traffic: Number of Vehicles	91%
	Wastewater Discharge	40%

Legend:

Site Property Boundary

Disadvantaged Community

July 2026
Source: Climate Act

EJ MAP

Shearwood Laundry and Petroleum Site
2 Shearwood Place
New Rochelle, NY 10801

Census Block Group	15000US361190060001
LANDTYPE	Urban
PEJA	Yes
Percentage Below Poverty Level	8.65
Percentage Minority Population	62.51
Shape__Area	544,918.53
Shape__Length	4,548.68
Total Population	1,199.00

Race and Ethnicity

#1

Percentage of the total population.

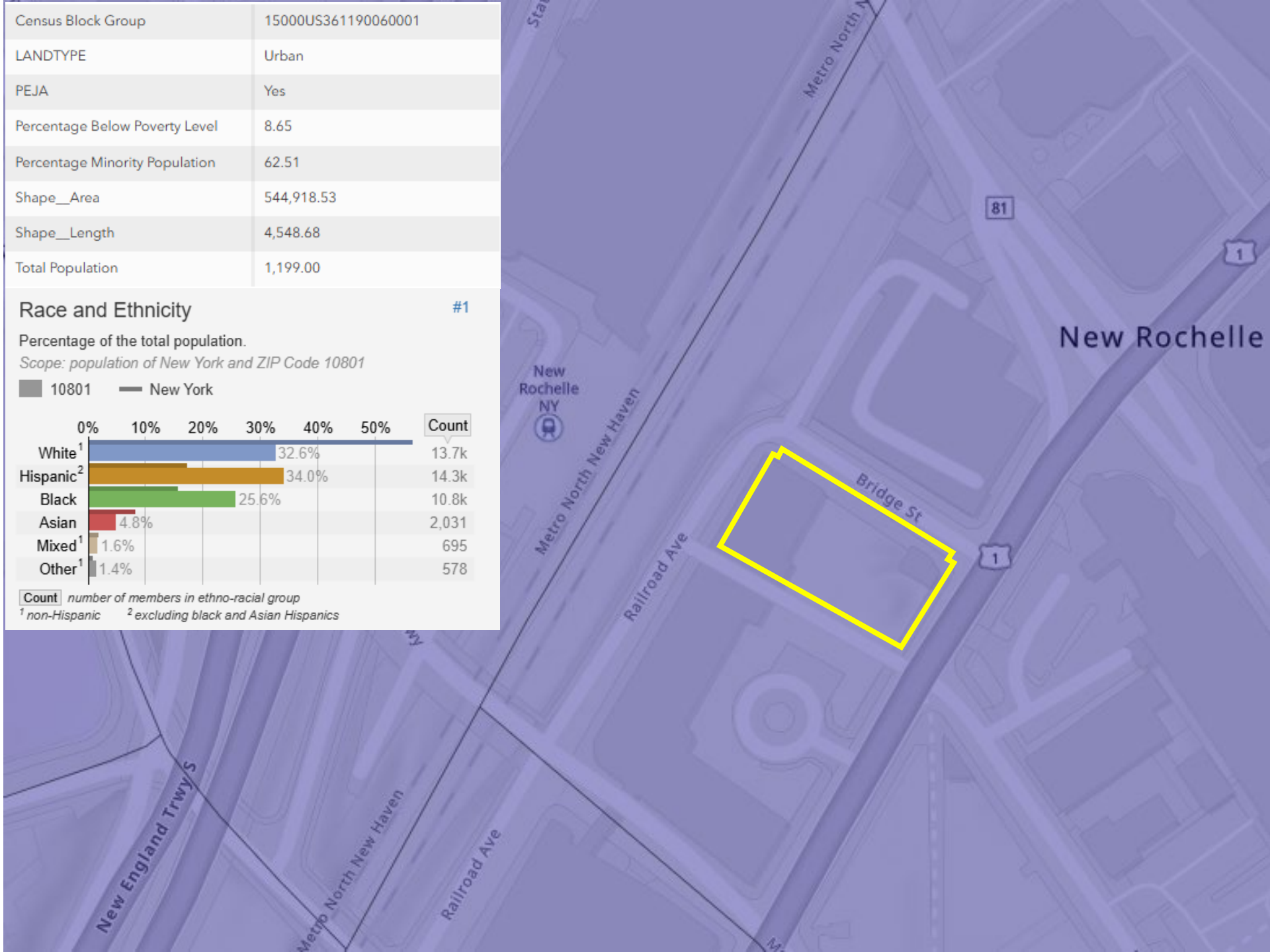
Scope: population of New York and ZIP Code 10801

10801 — New York

	0%	10%	20%	30%	40%	50%	Count
White[1]					32.6%		13.7k
Hispanic[2]					34.0%		14.3k
Black					25.6%		10.8k
Asian				4.8%			2,031
Mixed[1]				1.6%			695
Other[1]				1.4%			578

Count — *number of members in ethno-racial group*

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



Legend:

Site Property Boundary

Source: NYS Geographic Information Gateway and statisticalatlas.com

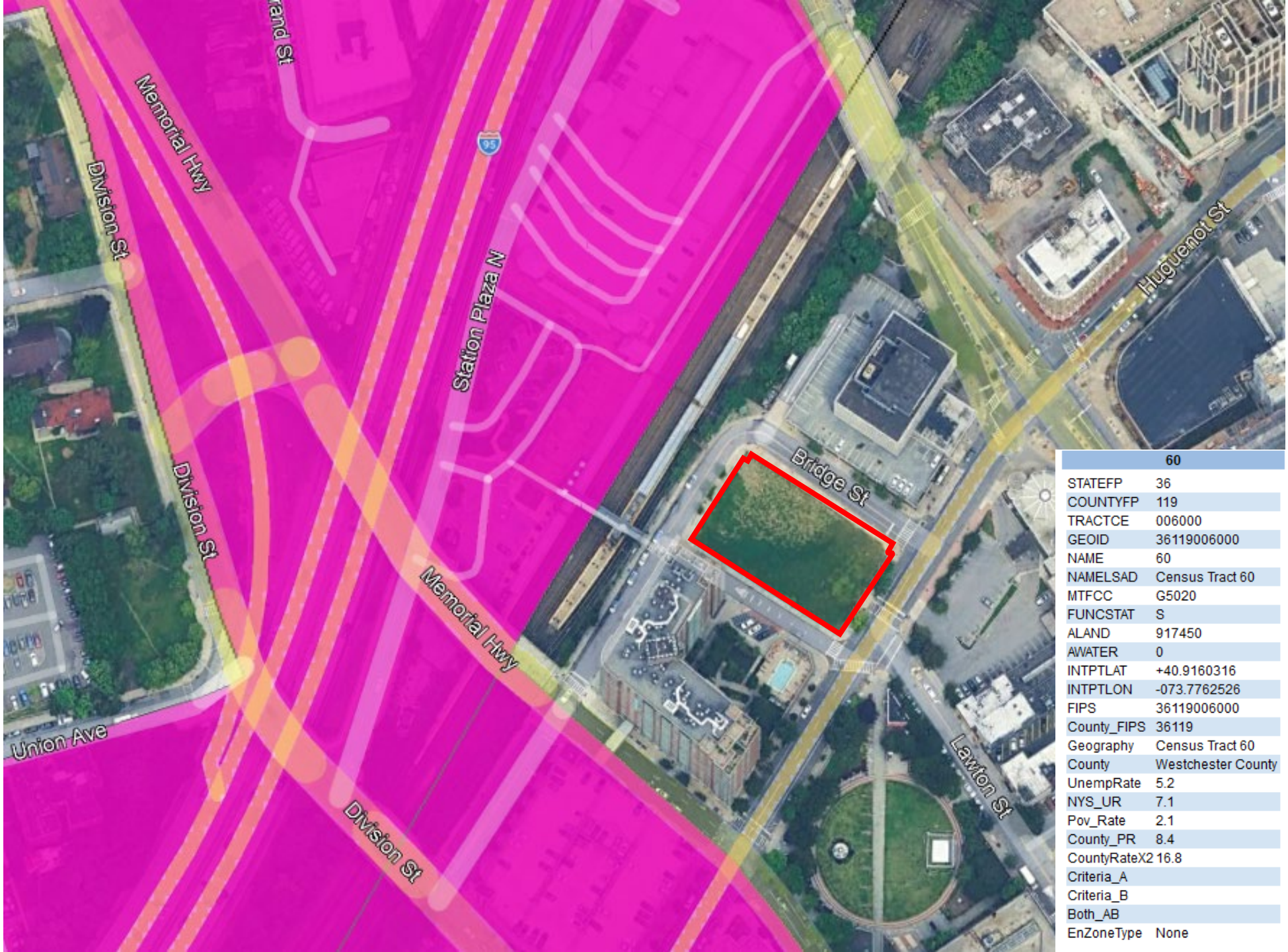
En-Zone Map

Shearwood Laundry and Petroleum Site
2 Shearwood Place
New Rochelle, NY 10801

Legend:

Site Property Boundary

July 2026
Source: Google Earth



60	
STATEFP	36
COUNTYFP	119
TRACTCE	006000
GEOID	36119006000
NAME	60
NAMELSAD	Census Tract 60
MTFCC	G5020
FUNCSTAT	S
ALAND	917450
AWATER	0
INTPTLAT	+40.9160316
INTPTLON	-073.7762526
FIPS	36119006000
County_FIPS	36119
Geography	Census Tract 60
County	Westchester County
UnempRate	5.2
NYS_UR	7.1
Pov_Rate	2.1
County_PR	8.4
CountyRateX2	16.8
Criteria_A	
Criteria_B	
Both_AB	
EnZoneType	None

EXHIBIT D

FLOOD MAP

Shearwood Laundry and Petroleum Site
2 Shearwood Place
New Rochelle, NY 10801

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.

July 2026
Source: FEMA Flood Map

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations table in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations table should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) zone 18. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from digital orthophotography provided by the New York State Office of Cyber Security & Critical Infrastructure Coordination. This information was produced as 20-centimeter resolution natural color orthoimagery from photography dated April 2004.

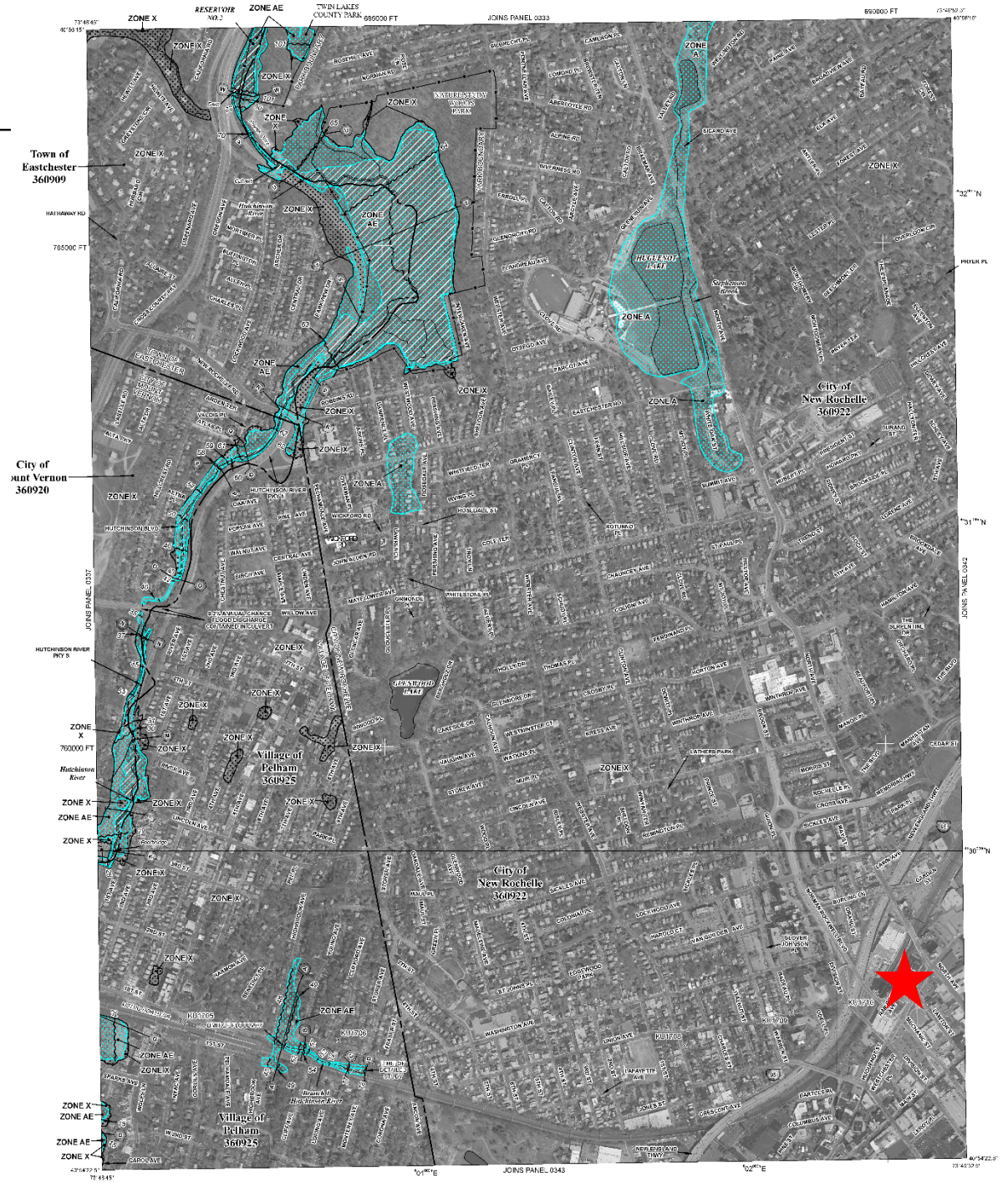
Based on updated topographic information, this map reflects more detailed and up-to-date **stream channel configurations and floodplain delineations** than those shown on the previous FIRM for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map. Also, the road to floodplain relationships for unrevised streams may differ from what is shown on previous maps.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

ZONE A — No Base Flood Elevations determined.
ZONE AE — Base Flood Elevations determined.
ZONE AH — Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO — Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR — Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99 — Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V — Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE — Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X — Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood

OTHER AREAS

ZONE X — Areas determined to be outside the 0.2% annual chance floodplain
ZONE D — Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS
OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

1% annual chance floodplain boundary
0.2% annual chance floodplain boundary
Floodway boundary
Zone D boundary
CBRS and OPA boundary
Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
513 — Base Flood Elevation line and value; elevation in feet*
(EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referenced to the North American Vertical Datum of 1988

A — A — Cross section line
A — A — Transect line
87°37'45", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
1000-meter Universal Transverse Mercator grid values, zone 18N
600000 FT — 5000-foot grid ticks: New York State Plane coordinate system, Eastern zone (FIPSZONE 3101), Transverse Mercator projection
DX5510 — Bench mark (see explanation in Notes to Users section of this FIRM panel)
M1.5 — River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
September 28, 2007

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'
250 0 500 1000 FEET
150 0 150 300 METERS

NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0341F

FIRM
FLOOD INSURANCE RATE MAP

for WESTCHESTER COUNTY, NEW YORK (ALL JURISDICTIONS)

CONTAINS:

COMMUNITY	NUMBER
EASTCHESTER, TOWN OF	360909
MOUNT VERNON, CITY OF	360920
NEW ROCHELLE, CITY OF	360922
PELHAM, VILLAGE OF	360925

PANEL 341 OF 426
MAP SUFFIX: F

MAP NUMBER
36119C0341F
EFFECTIVE DATE
SEPTEMBER 28, 2007

Federal Emergency Management Agency

EXHIBIT E

ZONING MAP

Shearwood Laundry and Petroleum Site
2 Shearwood Place
New Rochelle, NY 10801

Legend:

Site property boundary

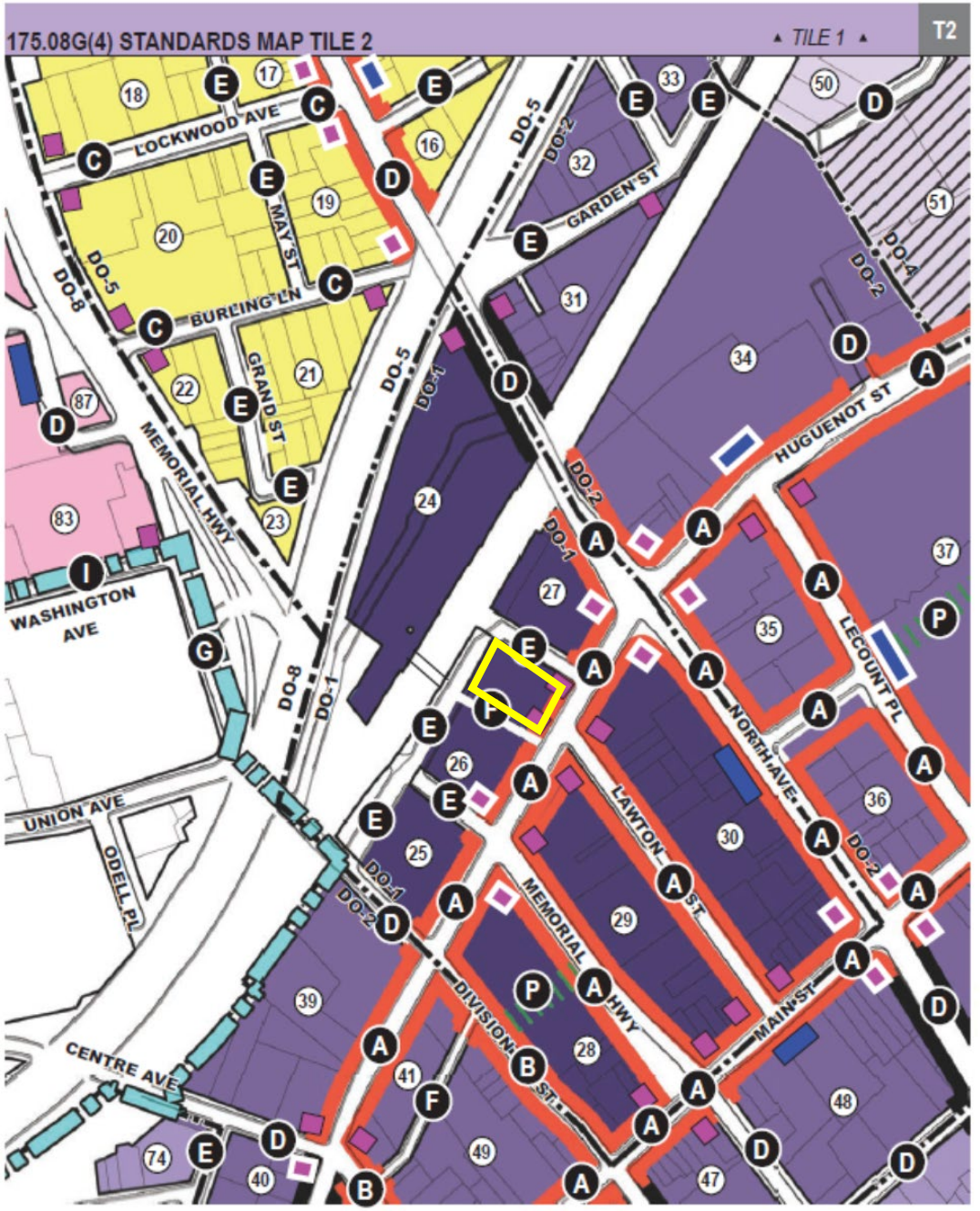
Zoning Districts: DO-1 and DMUR

July 2026
Source: New Rochelle GIS



Zoning District: DO-1 (Downtown Overlay Zone)





Legend:

Site Property Boundary

Zoning Districts: DO-1

Zoning District: DO-1 (Downtown Overlay Zone)

175.11A(2) Table of Uses	DO-1
MIXED USE[1]	
Mixed Use	P
RETAIL	
Retail	P
Restaurant	P
Wholesale	P
Adult-use cannabis retail dispensary	P
Smoke shops	SP
OFFICE	
Office	P
Medical Office	P
Research and Development	P
Professional Service	P
RESIDENTIAL[1]	
Multifamily Dwelling	P
Townhouse	P
Live-Work	P
Independent Living	P
ENTERTAINMENT/CULTURE/ARTS	
Entertainment/Culture/Arts[2]	P
Catering Hall/Event Space	P
Caberet	*
Micro-brewery[3]	A
HOSPITALITY[1]	
Hotel	P
Inn/Bed-and-Breakfast	P
Residential Care Facility	SP

KEY:	
P	Permitted
SP	Allowed by Special Permit from the Planning Board
A	Accessory to a Permitted Principal Use
X	Prohibited
*	Allowed if and to the extent permitted by the underlying district

INSTITUTIONAL/CIVIC	
Institutional	P
Municipal	P
Library	P
Community Facility	P
Indoor Recreation	P
Educational Use	P
LIGHT INDUSTRIAL	
Artisan Production	P
Data Information Center	P
Urban Agriculture	P
Small-Scale Renewable Energy	SP
PARKING FACILITIES	
Parking Structure	P
Parking Lot	A
UTILITIES	
Utilities	P

Zoning District: DMUR (Downtown Mixed-Use Urban Renewal District)

The purpose of the Downtown Mixed-Use Urban Renewal District is to encourage mixed-use residential and commercial development located in downtown New Rochelle, within an area officially designated by the City Council for urban renewal.

Permitted principal uses include multifamily dwellings, business and governmental offices, stores and shops, hotels, restaurants, health clubs, banks, and other uses permitted by § 331-48 of the New Rochelle Zoning Code.

There are also uses permitted by special permit that include day-care centers, outdoor dining, outdoor swimming pools, motor vehicle rental agencies, and other uses permitted by § 331-48 of the New Rochelle Zoning Code.

Dimensional requirements include a maximum permitted floor area ratio of 5.5, a maximum building height of 24 stories or 280 feet, a maximum permitted length of building of 500 feet, and a maximum permitted lot coverage of 100%. There are also additional off-street parking and loading requirements that can be found in the New Rochelle Zoning Code.

EXHIBIT F

PREVIOUS & CURRENT OWNERS & OPERATORS LIST
2 Shearwood Place
New Rochelle, Westchester County, New York

Year	Contact Information Owners Tax ID 1-234-0002	Status	Relation to Requestor
Unknown-1999	Not identified in available records. Prior owner(s) of record before the City of New Rochelle-sponsored redevelopment (Land Disposition and Development Agreement dated 6/17/1999, recorded 8/13/1999, Liber 12351 Page 1) have not been identified; no deed evidencing the City's or NRIDA's acquisition of the Subject Property has been located to date.	Unknown	Unknown
1999-2021*	New Rochelle Industrial Development Agency (NRIDA) Phone: Unknown 515 North Avenue New Rochelle, NY 10801	Inactive	None
2021-2022	255 Huguenot TRS LLC Phone: Unknown c/o The DSF Group 950 Winter Street, Suite 4300 Waltham, MA 02451	Inactive	None
2022-Present*	Two Shearwood Station LLC Phone: 201-367-2115 c/o Khosla Capital LLC 100 Sterling Boulevard, Suite 1110 Englewood, NJ 07631	Active	Requestor / Client entity
Operators			
1887	Dwelling (residential use)	Inactive	None
1892	Dwelling (residential use); Retail Stores; Post Office	Inactive	None
1896	Windsor Hotel; Restaurants; Saloon; Post Office; Laundry	Inactive	None
1896-1911	Former Laundry; Barber	Inactive	None
1911	La Rochelle Theater; Offices	Inactive	None
1931-1942	Store (former theater)	Inactive	None
1951	Auto Parking; Railroad; Restaurant; Shops	Inactive	None
1964	Vacant	N/A	None
1972, 1977, 1982	NW Roch Maennerchr; Address and Phone Unknown	Inactive	None
1987	Portuguese American Club; Address and Phone Unknown	Inactive	None
1990-1991	Parking; vacant restaurant; vacant shops	Inactive	None
1992-1996	Parking Lot; Two (2) Unlabeled Structures	Inactive	None
2003	Two (2) Structures (unlabeled)	Inactive	None

PREVIOUS & CURRENT OWNERS & OPERATORS LIST
2 Shearwood Place
New Rochelle, Westchester County, New York

2005, 2010, 2014, 2017, 2019	Residential (multiple individuals) pool	Inactive	None
2019 to Present	Vacant fenced in land	N/A	None

EXHIBIT G

ASSIGNMENT AND ACCEPTANCE OF REIT INTERESTS

This ASSIGNMENT AND ACCEPTANCE OF REIT INTERESTS (this "**Assignment**") is made and entered into as of this 25th day of August, 2022, by and between DSF Multi-Family Real Estate Fund III, LP, a Delaware limited partnership, DSF Multi-Family Real Estate Fund III-A, LP, a Delaware limited partnership, DSF Multi-Family Real Estate Fund III-B, LP, a Delaware limited partnership, (jointly and severally, "**Assignor**"), and Shearwood Station JV LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner and holder of one hundred percent (100%) of the shares of common beneficial interest in 275 Huguenot REIT LLC, a Delaware limited liability company (the "**REIT**") pursuant to that certain Limited Liability Company Agreement dated as of September 14, 2016 (the "**LLC Agreement**"), and the REIT is the sole member of (i) 255 Huguenot Owner LLC, a Delaware limited liability company, and (ii) 255 Huguenot TRS LLC, a Delaware limited liability company;

WHEREAS, Assignor desires to transfer and assign all of its interest in the REIT (the "**Transferred Interest**") to Assignee pursuant to and in accordance with the terms of that certain Equity Interest Purchase Contract, by and between Assignor and 2R Investments LLC ("2R"), a New Jersey limited liability company, dated as of June 8, 2022 (as amended, the "**Purchase Agreement**") which 2R assigned to Assignee pursuant to that certain Assignment and Assumption Agreement dated July 29, 2022; and

WHEREAS, Assignee has agreed to acquire the Transferred Interest and to become a party to and be bound by the terms of the LLC Agreement and to be admitted to the REIT with respect to the Transferred Interest as provided in the LLC Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee, as of the date hereof, all of Assignor's right, title and interest (a) in and to the Transferred Interest and (b) under the LLC Agreement, including, without limitation, any and all right, title and interest of Assignor as a member of the REIT in accordance with the LLC Agreement and all rights Assignor has to receive allocations and distributions from the REIT.

2. Assignee accepts the assignment of the Transferred Interest, and agrees to be bound by all of the terms and provisions of the LLC Agreement from and after the date hereof, subject to the terms of the Purchase Agreement.

3. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, personal representatives, successors and assigns.

4. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall collectively constitute a single document.

5. If all or any portion of any provision of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and such provision shall be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein unless doing so would materially and adversely affect a party or the benefits that such party is entitled to receive under this Assignment.

6. This Assignment may not be modified or amended except by written agreement signed by both parties.

7. THIS ASSIGNMENT IS MADE WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER EXCEPT AS MAY EXPRESSLY BE SET FORTH IN THE PURCHASE AGREEMENT.

THIS ASSIGNMENT, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT GIVING EFFECT TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

[Signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment of REIT Interests effective as of the date first set forth above.

ASSIGNOR:

DSF MULTI-FAMILY REAL ESTATE FUND III, LP, a Delaware limited partnership

By: DSF Multi-Family Real Estate Fund III GP, LLC, its General Partner

By: DSF Advisors LLC, its sole Managing Member

By: _____
Name: Thomas W. Mazza
Its: Managing Member

DSF MULTI-FAMILY REAL ESTATE FUND III-A, LP, a Delaware limited partnership

By: DSF Multi-Family Real Estate Fund III GP, LLC, its General Partner

By: DSF Advisors LLC, its sole Managing Member

By: _____
Name: Thomas W. Mazza
Its: Managing Member

DSF MULTI-FAMILY REAL ESTATE FUND III-B, LP, a Delaware limited partnership

By: DSF Multi-Family Real Estate Fund III GP, LLC, its General Partner

By: DSF Advisors LLC, its sole Managing Member

By: _____
Name: Thomas W. Mazza
Its: Managing Member

ASSIGNEE:

SHEARWOOD STATION JV LLC,
a Delaware limited liability company

By: Raman Khosla
Name: Raman Khosla
Its: Authorized Signatory

August 6, 2026

Two Shearwood Station LLC
100 Sterling Blvd., 1110
Englewood, NJ 07631

Re: Phase I Environmental Site Assessment
Halstead Station (Vacant Land), 255 Huguenot Street, New Rochelle, NY

To whom it may concern:

Blackstone Consulting Group, a Rimkus Company, prepared a Phase I Environmental Site Assessment of the above-referenced property (the "Report"), dated June 6, 2022 for Khosla Capital LLC and Signature Bank (the "Client").

At the request of Client, Two Shearwood Station LLC may use and rely on the Report subject to acceptance of the limits expressed in the Report and the attached Terms & Conditions. Use of and reliance on the Report signifies acceptance of the foregoing.

If you have any questions regarding the information presented above, please contact me

Sincerely,
Rimkus



Peter J. Galoski
Director
M +1 857 4981246
peter.galoski@rimkus.com

ATTACHMENT A

Terms & Conditions

Built Environment Solutions
TERMS AND CONDITIONS
Effective October 1, 2025

(1.) These Terms and Conditions (sometimes referred to herein as the "Agreement") apply to the retention and work of Rimkus Consulting Group, Inc., its subsidiaries, and subcontractors ("Company") on behalf of client ("Client"). When required by professional registration requirements for engineering and architectural services within the project's jurisdiction, Company's related entity Rimkus New York, PLLC, will perform and invoice such services. Unless stated in writing otherwise, Company's services are limited to providing professional advice, judgments, and/or opinions for the exclusive use of Client. No other person or entity shall use the work performed hereunder without the express written consent of Company. These Terms and Conditions include the Professional Fees Schedule set forth below.

(2.) Any of the following acts by Client constitutes acceptance of these Terms and Conditions: signing and returning a copy of the Confirmation of Assignment Letter; our receipt of your retainer payment; the continued use of Company on the assignment; or any request for services to be performed by Company after Client's receipt of the Terms and Conditions. No changes, edits, interlineations, additions or different terms shall be effective unless specifically agreed to in writing and signed by an authorized representative of Company. An email will not suffice as evidence of Company's written and signed acceptance of Client-made changes, edits, or additional or different terms or conditions. Client agrees that in the event Company expedites commencement of work for Client, these Terms and Conditions shall apply to all work performed by Company and Client hereby waives and releases any claim or defense contesting the applicability of these Terms and Conditions or arising from or related to Company commencing work prior to Client receipt of these Terms and Conditions. Company is an independent contractor, and all persons employed to furnish services hereunder are employees of Company or its subcontractors/subconsultants and not of the Client. Company and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

(3.) Client represents that the work performed hereunder will be used exclusively by Client and solely for Client's benefit. There are no third-party beneficiaries to this Agreement. If Client uses an agent to retain Company, Client represents that its agent has full authority to act for Client and Client assumes complete responsibility for the acts of its agent and is responsible for payment to Company for all work performed at the request of Client's agent. An agent includes a Client's attorney or third-party adjuster or administrator. In the event the assignment that is the subject matter of Company's retention becomes involved in litigation, arbitration, or any other formal dispute resolution procedure, Client hereby represents and agrees that Client shall immediately provide Company notice of such development including the style of the case, the case number, and the identity of the court or arbitration proceeding. Notice shall be provided by Client in writing via email to legal@rimkus.com.

(4.) Client may instruct Company to cease work on any assignment. The instruction by Client to cease work must be in writing and sent via e-mail to legal@rimkus.com. Company may terminate any assignment under these Terms and Conditions at any time with or without cause, including, but not limited to, the development of a material conflict of interest, judicially required participation in onerous discovery or other legal process outside the intended scope of the work, the failure of Client to pay amounts due Company in a timely manner, any individual or entity within Client Group (defined in Section 19) becoming a Restricted Person, the imposition of Sanctions Laws that prohibit or would reasonably be expected to prohibit the Company's services under the Agreement, and Client restrictions that impede or impair Company's ability to comply with generally accepted professional practices or engineering rules and regulations. These Terms and Conditions will survive any cessation of work and will continue to govern the rights and duties of Company and Client.

(5.) Company's work may involve areas or locales suffering from catastrophic weather events or man-made disasters. As such, an event of force majeure means any unforeseeable circumstance due to any cause beyond the reasonable control of Company including, without limitation, hurricane, tornado, flood, fire, governmental act or regulation, act of God, embargo, war, strike, lockout, pandemic, labor interruption, shortage of labor, serious accident, breakdown or partial failure of machinery, shortage of materials and/or means of transport or energy that occurs after the acceptance of an assignment pursuant to these Terms and Conditions and prevents the performance of all or part thereof. The occurrence of an event of force majeure shall cause temporary suspension of Company's obligations for a period equal to the period of the continuing force majeure or the consequences thereof, without any liability or compensation to Client.

(6.) Unless otherwise publicly available, Company will treat information provided by Client or on Client's behalf or otherwise learned in the course of an assignment as confidential. Company will further treat any information created, processed, derived, analyzed, or concluded in the course of an assignment on behalf of Client as confidential and will take reasonable security precautions to protect such information. Company will release information related to an assignment to others only upon Client's specific instructions or court order. To the extent possible, Company will use reasonable efforts to notify Client of any ordered production**.** Client acknowledges that as a registered engineering firm, Company has certain obligations under the rules and regulations governing the practice of engineering. As such, without regard to the foregoing confidentiality provisions, Company reserves the right to make any and all notifications Company deems necessary to comply with professional responsibilities.

(7.) Client agrees that Company may use Client's name as a reference for prospective clients or in professional literature (including internet or web-based materials) related to Company's capabilities. Company may use Client's name for promotional purposes, including on its web and in social media campaigns.

(8.) In order for Company to consistently maintain the quality of its services, Client agrees to promptly notify Company of any legal proceeding challenging the basis, opinion, qualifications or testimony of Company professional(s) assigned to Client's project. The notice provided by Client following the assertion of any objection, motion, or other legal proceeding in the nature of a challenge to the admissibility or basis of the expert work of Company professional shall be in writing and include the style of the case, the case number, and court in which the challenge has been asserted as well as the nature of the challenge. Company reserves the right to take all steps necessary to respond to any challenge to the professional's opinion or testimony, including interceding on the professional's behalf with written motion and briefing, and Client agrees to cooperate with Company to facilitate Company's response. In every instance, Client agrees to expeditiously provide Company, and the Company professional assigned to Client's project all information, facts, discovery materials and other records necessary for Company to perform its work in a timely and professional manner. Client agrees to pay Company's time charges, attorneys' fees, and other expenses resulting from preparation for and required attendance at depositions, trial, mediation, arbitration or administrative proceedings, and for responding to subpoenas or court orders relating to the Project.

CLIENT DUTIES

(9.) In order for Company to perform the services requested, Client shall, at no expense to Company, provide: (1) all necessary information for the orderly progression of the work; (2) designate a person to act as Client's representative with the authority to transmit instructions and information, receive instructions and information, and interpret and define Client's policies and requests for Company's services; (3) and provide access to and make all provisions for Company to enter (without cost, limitation, or burden to Company) the subject property as required to perform the work, including the use of scaffolds or similar mechanical equipment. Company is entitled to rely upon the information and services provided by the Client.

COMPENSATION AND EXPENSES

(10.) Except as otherwise expressly agreed by the parties in writing, services are provided on a time-and-expense basis in accordance with the Professional Fees Schedule. The Professional Fees Schedule also governs expenses incurred. Client may request an estimate of time or cost required for a project, but unless expressly agreed to in writing by Company to the contrary, estimates are for Client's budgeting purposes only and are based upon the information provided to Company at the time of the estimate. No cost estimate will be construed as a fixed-price quotation.

(11.) All time expended for the assignment will be billed. In the event of early termination of a fixed fee project, Client will be responsible to pay for all services provided and all expenses incurred prior to and through such termination. Company will invoice Client for services provided and expenses incurred during each billing period, with all services invoiced at tenths of an hour and any excess rounded up. Invoices are due upon receipt. Interest on unpaid balances more than sixty days old will be charged at the rate of 6% per annum. To the extent Client disputes any portion of an invoice, all undisputed portions remain

due and payable as set forth on the invoice. In the event Client disputes any invoice, or any portion thereof, Client shall make its dispute in writing to Company setting forth the disputed matter with such particularity as to provide Company with reasonable notice of the dispute. Client shall present any such dispute to Company within forty-five (45) days of Client's receipt of the disputed invoice. Unless Client provides notice of an invoice dispute in the time frame provided herein (45 days of receipt of the disputed invoice) Client shall be deemed to have accepted the work, and released and waived any dispute or contest regarding the quality, reasonableness, and necessity of the work performed and the amounts charged on the invoice. Payment shall be made in U. S. dollars in Houston, Texas. Payments from foreign countries must be made by wire transfer in U.S. dollars as directed by Company. Without prejudice to any other available remedy, Company may withhold delivery of reports or data, either written or oral, and may suspend the performance of any further services pending the payment of all invoices. Client waives and releases Company from any and all claims, damages, or losses arising from or related to any suspension resulting from nonpayment.

(12.) Client agrees to pay for Company's services in accordance with Company's standard hourly rate schedule (see Professional Fee Schedule and Fixed Rate Expense Schedule) or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Any subcontracted service will be billed at cost plus 15 percent and invoiced as an expense service fee.

(13.) Company will use its best efforts to minimize travel costs on domestic and international trips associated with project work. Subject to availability, on flights under five hours in duration, Company will utilize economy class refundable airfare. For flights in excess of five hours, Company professionals will fly business class, if available, or first class, if not available.

EXECUTION, SCOPE OF WORK, AND SAFETY

(14.) Client assumes full and complete responsibility for all uses of the work, Company's report(s), the items stored by Company at the request of Client, and all recommendations developed under the assignment. Unless Client requests in writing a specific Company professional to perform the work requested by Client, Company, at Company's sole discretion, will assign the professional(s) who will perform Company's work. Company has no control over, is not in charge of, and is not responsible for, construction means, methods, techniques, sequences, procedures, or for construction safety precautions and programs.

(15.) The Company will perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Company will perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the assignment without any express or implied warranties. ***Company hereby disclaims all warranties, whether express, implied, statutory, or other. Company makes no warranties, express or implied, regarding the outcome of any investigation. Company makes no guarantees or warranties and assumes no obligations except those expressly stated herein.***

(16.) Company retains all rights, title, and interest in and to its proprietary information (along with any modifications or improvements to such information), including, but not limited to Company's know-how, methodologies, techniques, processes, tools, test fixtures, technologies, trade secrets, software, data, databases, algorithms, source code, computational engines, logic formulas, non- interface worksheets, macros, and other materials used by Company in connection with providing its services. Company's policy is to maintain a complete written file on each assignment for a period of three years from the date of the last professional services performed on the assignment. Thereafter, the complete written file will be maintained only on written instructions from Client and payment of applicable storage fees. Company retains ownership of reports, drawings, specifications, test data, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of Company. Upon request, Company will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Compensation and Expenses Section above. **ANY UNAUTHORIZED USE OF COMPANY'S WORK PRODUCT IS AT THE CLIENT'S SOLE RISK, AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS IN THE EVENT OF ANY LOSS, CLAIM, OR DISPUTE RESULTING FROM THE UNAUTHORIZED USE OF COMPANY'S WORK PRODUCT**. To the extent Company terminates its services due to nonpayment of fees by Client, Client is not entitled to use the work product of Company (including but not limited to plans, reports, specifications, testimony, drawings and any other Company produced material) for any purpose whatsoever.

(17.) When requested, Company will take possession of items that may be associated with or incidental to Company's investigation and report. Client agrees to pay all handling and storage fees as set forth herein for all items stored by Company. Client represents that any items stored by Company at the request of Client are the property of Client and Client has all right and title to such items. For all requests by Client to Company to dispose of stored items, Client represents and warrants that it has all necessary authority and permission to order such disposal, including approval from any and all entities or individuals that claim any right to, or interest in, the items. Any and all expenses, fees, costs, penalties, legal fees or other charges of any kind claimed against or incurred by Company as a result of Client's request that Company store items shall be paid by Client or reimbursed by Client to Company. **To the fullest extent permitted by law, Client assumes the entire responsibility and liability for the items, and agrees to protect, defend, indemnify and hold Company and its subsidiaries, parent companies, affiliates, officers, directors, members, agents, representatives, consultants, servants, employees, contractors, and subcontractors harmless from and against any and all claims, demands, losses, costs, liabilities, penalties, expenses, attorneys' fees, fines, judgments, litigation expenses, and causes of action of every kind and character arising from, occurring in connection with, or in any manner related to Client's representations as set forth herein concerning the items or Company's possession, storage, transport, and disposal of the items.**

(18.) Company shall not at any time: supervise, direct, control, or have authority over any Constructor's work; have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto; have authority over or be responsible for security or safety at the project site; be responsible for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Client agrees that Company is not responsible for the acts or omissions of any Constructor. Company neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work. For purposes of this Section, "Constructor" means any person or entity (not including the Company, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, truckers, and the employees, agents, and representatives of any or all of them.

(19.) Field work will be performed only under conditions deemed safe by Company personnel. Additional expenses and charges may be applicable for safety or security measures required by hazardous job conditions. Regardless of the foregoing, Client hereby agrees that Company is not responsible for the safety or security of the job site, of other persons not employed by Company, or of property not owned by Company.

SANCTIONS COMPLIANCE

(20.) Client covenants, represents, and warrants to Company that neither Client nor any of its affiliates, including any (direct or indirect) owner, officer, director, partner, employee, or agent thereof ("Client Group"), is a Restricted Person. "Restricted Person" means a person or entity that is (i) listed on, or owned or controlled by, or acting on behalf of, a person listed on any Sanctions List; (ii) located in, incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of comprehensive Sanctions; or (iii) otherwise a target of Sanctions. "Sanctions" as used herein means any applicable laws, regulations or orders relating to economic, financial or trade sanctions administered, maintained, or enforced by the United States of America, the United Nations Security Council, the United Kingdom, the European Union, any Member State of the European Union, or any other jurisdiction applicable to this Agreement. "Sanctions List" as used herein means any lists of persons and entities targeted by Sanctions. Client further covenants and warrants that Client will immediately notify Company if, during the course of the Agreement, any individual or entity within Client Group becomes a Restricted Person. In the event of a breach of this Section, Company may, at its exclusive discretion, terminate any assignment and cease all services under these Terms and Conditions, with no liability and no compensation owed to Client**.**

ENVIRONMENTAL HAZARDS

(21.) Client acknowledges that Company's services are strictly limited to the scope of the assignment and do not include the abatement of environmental conditions, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. **THE CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD COMPANY HARMLESS FROM ANY CLAIMS RELATING TO THE ACTUAL OR ALLEGED EXISTENCE OR DISCHARGE OF SUCH MATERIALS THROUGH NO FAULT OF COMPANY'S EMPLOYEES**. Company reserves the right to suspend its services, without liability for direct, consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials, and Company will notify the Client in such event.

INDEMNIFICATION

(22.) TO THE FULLEST EXTENT OF THE LAW, AND TO THE EXTENT CAUSED BY CLIENT, CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, PARENT COMPANIES, CONTRACTORS, SUBCONTRACTORS, SUBSIDIARIES, EMPLOYEES, AND CONSULTANTS ("COMPANY INDEMNITEES") FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS, DAMAGES, LOSSES, AND EXPENSES RELATED TO INACCURATE INFORMATION PROVIDED BY CLIENT TO COMPANY OR RELATED TO CLIENT'S ACTS OR OMISSIONS. THIS PARAGRAPH IN NO WAY SEEKS INDEMNIFICATION FOR COMPANY INDEMNITEES' OWN NEGLIGENCE.

LIMITATION OF LIABILITY

(23.) THE TOTAL LIABILITY OF COMPANY AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, CONTRACTORS, AND SUBCONTRACTORS, FOR ANY CLAIMS AND CAUSES OF ACTION OF ANY KIND FOR CONDUCT OR SERVICES RELATED TO OR ARISING UNDER THIS AGREEMENT, WHETHER IN TORT OR CONTRACT, IS LIMITED TO ACTUAL DAMAGES SUSTAINED BY CLIENT AND SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF PAYMENTS CLIENT MADE TO COMPANY ON THE ASSIGNMENT, AND SUCH AMOUNT IS THE SOLE, COMPLETE, AND EXCLUSIVE REMEDY OF CLIENT. FURTHER, IN NO EVENT WILL COMPANY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS BE LIABLE FOR ANY (a) INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFIT OR INCOME, OR LOSS OF INVESTMENT, (b) INCIDENTAL, INDEMNIFICATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXPENSES, OR COSTS, OR (c) COSTS OF SUIT, OR ATTORNEYS' FEES.

(24.) COMPANY HAS THE RIGHT TO OFFSET ANY DAMAGES CLAIMED BY CLIENT BY THE AMOUNT OF ANY OUTSTANDING INVOICES OWED BY CLIENT TO COMPANY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THE CLIENT WAIVES ANY RIGHT OF CONTRIBUTION AGAINST COMPANY.

INSURANCE

(25.) Company maintains commercial general liability, automobile, workers' compensation, and professional liability coverages under policies written by national insurance carriers. All policies are subject to annual renewal, and Company does not guarantee continued coverage beyond the individual policy term.

DISPUTE RESOLUTION

(26.) Prior to the initiation of any legal proceedings, Company and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by Company to non-binding mediation in Houston, Texas. Such mediation shall be conducted by a mediator selected by the parties and each party shall have a representative present at the mediation who is familiar with the dispute and who has full authority to resolve the matter. Such mediation shall be conducted within 30 days of the presentation of the dispute by the party asserting the claim.

SEVERABILITY

(27.) If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder will not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

SUCCESSORS

(28.) These Terms are binding upon Client and Company and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent will not be unreasonably withheld.

ENTIRE AGREEMENT

(29.) The Terms and Conditions and the Confirmation of Assignment Letter form the entire agreement between Company and Client related to the subject assignment and supersede all prior agreements and understandings, oral or written, between the parties concerning the subject assignment. No oral representations of any officer, agent, or employee of Company or Client, either before or after acceptance of this Agreement, can affect or modify any obligation of either party hereunder. Client agrees that it has not relied on or been induced to enter into this Agreement by any representations, statements, or warranties of Company or any officer, agent, or employee of Company, other than those expressively stated herein. Unless specifically agreed to in writing and signed by an authorized representative of Company, any additional or different terms proposed by Client in any purchase order, request for quotation, acknowledgement, or other document are hereby deemed to be material alterations and notice of objection to them is hereby given. The parties intend to avoid a battle of pre-printed forms with the use of this Agreement as the controlling Agreement, to the exclusion of all others. Company's contractual engagement with Client is expressly made conditional on Client's assent to the terms and conditions contained in this Agreement.

(30.) Any dispute or other proceeding arising out of or relating to these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims) shall be exclusively adjudicated by a Texas state court of competent jurisdiction in Montgomery County, Texas, and the parties hereby irrevocably consent and submit to the personal jurisdiction of the State of Texas and waive all objections and defenses to personal jurisdiction in said courts and venue in Montgomery County, Texas. These Terms and Conditions are governed by the laws of the State of Texas, and all claims relating to or arising out of this Contract, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the State of Texas. The laws of the State of Texas shall apply without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). In any suit between Client and Company arising from or related to the subject assignment wherein Company is the prevailing party, Company shall be entitled to recover its reasonable attorneys' fees, expenses, and costs from Client.

Cullen Dykman

Cullen and Dykman LLP
Continental Plaza
433 Hackensack Avenue
Hackensack, NJ 07601
T: 201.488.1300
F: 201.488.6541

Donna R. Sanders
Paralegal
DSanders@cullenllp.com

December 8, 2022

Raman Khosla
Chief Executive Officer
Khosla Capital LLC
100 Sterling Blvd, 1110
Englewood, NJ 07631

Re: Two Shearwood Station LLC
from 255 Huguenot TRS LLC

Dear Raman:

In reference to the above matter, enclosed please find original Deed dated September 8, 2022, which was recorded in Westchester County under Control No. 622343339 and Package ID No. 2022082200111001001.

Thank you.

Very truly yours,

Donna R. Sanders

Encl.

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.

622343339DED007Z

Westchester County Recording & Endorsement Page

Submitter Information

Name: First American Title Insurance Company
Address 1: 666 Third Avenue
Address 2: 5th Floor
City/State/Zip: New York NY 10017

Phone: 2128500602
Fax:
Email: cblistein@firstam.com
Reference for Submitter: 1097096NY1*cb

Document Details

Control Number: **622343339**
Document Type: **Deed (DED)**
Package ID: 2022082200111001001
Document Page Count: **6**
Total Page Count: **8**

Parties

☐ Additional Parties on Continuation page

1st PARTY		2nd PARTY	
1: 255 HUGUENOT TRS LLC	- Other	1: TWO SHEARWOOD STATION LLC	- Other
2:		2:	

Property

☑ Additional Properties on Continuation page

Street Address: 255 HUGUENOT ST
City/Town: NEW ROCHELLE
Tax Designation: 1-234-0002
Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584 3: TP-584.1

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:	$10.00
Total Recording Fees Paid:	**$340.00**

Transfer Taxes

Consideration:	$4,464,000.00
Transfer Tax:	$17,856.00
Mansion Tax:	$0.00
Transfer Tax Number:	2411

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: 09/14/2022 at 01:27 PM
Control Number: **622343339**
Witness my hand and official seal

Timothy C.Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

Two Shearwood Statin LLC
100 Sterling Blvd, Unit 1110

Englewood, NJ 07631
Attn: C/O Khosla Capital LLC

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.

622343339DED007Z

Westchester County Recording & Endorsement Page

Document Details

Control Number: **622343339**

Document Type: **Deed (DED)**

Package ID: 2022082200111001001

Document Page Count: 6

Total Page Count: 8

Properties Addendum

NA BRIDGE ST 10801

NEW ROCHELLE

Portion of Bridge Street

3020-109709641

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT – THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made as of this 8th day of September, 2022

BETWEEN

255 HUGUENOT TRS LLC, a Delaware limited liability company, with an address at c/o Khosla Capital, 100 Sterling Blvd, Suite 1110, Englewood, NJ 07631

party of the first part, and

TWO SHEARWOOD STATION LLC, a Delaware limited liability company, with an address at c/o Khosla Capital, 100 Sterling Blvd, Suite 1110, Englewood, NJ 07631

party of the second part,

WITNESSETH, that the party of the first part, in consideration of $10.00 and other good and valuable consideration in hand paid (Ten and No/100) dollars 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 New Rochelle, County of Westchester:

See Exhibit A attached hereto and by this reference made a part hereof.

Subject to Exhibit B

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 party 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.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

255 HUGUENOT TRS LLC

By: Raman Khosla

Name: Raman Khosla
Title: Authorized Signatory

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE OUTSIDE NEW YORK STATE

STATE OF NEW JERSEY :
.ss:
COUNTY OF BERGEN :

On the 7th day of September in the year 2022, before me, the undersigned, personally appeared Raman Khosla, Authorized Signatory of 255 Huguenot TRS LLC, 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 on behalf of which the individual acted, executed this instrument, and that such individual made such appearance before the undersigned in the Hackensack, New Jersey.

Donna R. Sanders
Notary Public
State Of New Jersey
ID#32928
My Commission Expires July 29, 2027

BARGAIN AND SALE DEED WITHOUT COVENANT AGAINST GRANTOR'S ACTS

DISTRICT: WESTCHESTER

SECTION: 1, BLOCK 234, LOT 2

PORTION OF BRIDGE STREET (NOT ASSESSED)

First American Title
Insurance Company
666 Third Avenue, 5th FL
New York, N.Y. 10017
Phone (212) 922-9700
Fax (212) 922-0881

STREET ADDRESS: 2 Shearwood Place

AFTER RECORDING, PLEASE RETURN TO:

Joseph F. Behot, Jr., Esq.
Cullen and Dykman LLP
433 Hackensack Avenue, 12th Fl.
Hackensack, New Jersey 07601

EXHIBIT A

PARCEL I:

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

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF HUGUENOT STREET AT ITS INTERSECTION WITH THE PROPOSED NORTHERLY BOUNDARY OF THE PROPOSED SHEARWOOD PLACE (TO BE DEDICATED TO THE CITY OF NEW ROCHELLE),

THENCE NORTH 59° 31' 44" WEST ALONG THE LAST MENTIONED PROPOSED NORTHERLY BOUNDARY OF THE PROPOSED SHEARWOOD PLACE, A DISTANCE OF 194.24 FEET TO A POINT ON THE EASTERLY BOUNDARY OF STATION PLAZA SOUTH;

THENCE NORTH 30° 01' 47" EAST ALONG THE LAST MENTIONED EASTERLY BOUNDARY OF STATION PLAZA SOUTH, A DISTANCE OF 117.61 FEET TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF BRIDGE STREET;

THENCE SOUTH 58° 02' 54" EAST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF BRIDGE STREET, A DISTANCE OF 195.29 FEET TO ITS INTERSECTION WITH THE FIRST MENTIONED WESTERLY BOUNDARY OF HUGUENOT STREET;

THENCE SOUTH 30° 30' 32" WEST ALONG THE LAST MENTIONED WESTERLY BOUNDARY OF HUGUENOT STREET, A DISTANCE OF 112.56 FEET TO THE POINT OF BEGINNING.

PARCEL II:

ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF NEW ROCHELLE, WESTCHESTER COUNTY, STATE OF NEW YORK AS SHOWN ON A MAP ENTITLED "SURVEY OF ACQUISITION PARCEL FOR 255 HUGUENOT OWNER LLC, 255 HUGUENOT STREET PORTION OF TAX PARCEL 2-234-1, 1A" AS PREPARED BY MASER CONSULTING, P.A., DATED 11/08/17, LAST REVISED 05/15/18 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY ROAD BOUNDARY OF BRIDGE STREET, SAID POINT BEING SOUTH 58°02'54" EAST 4.31 FEET FROM A DRILL HOLE SET AT THE INTERSECTION OF THE EASTERLY ROAD BOUNDARY OF STATION PLAZA SOUTH AND THE SOUTHERLY ROAD BOUNDARY OF BRIDGE STREET;

THENCE FROM SAID POINT OF BEGINNING, THROUGH BRIDGE STREET THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 30°27'14" EAST 5.49 FEET TO A POINT;

2. SOUTH 59°32'46" EAST 187.00 FEET TO A POINT;

3. SOUTH 30°27'14" WEST 10.38 FEET TO A POINT IN THE NORTHERLY LINE OF LANDS NOW OR FORMERLY OF 255 HUGUENOT OWNER LLC (CONTROL # 562813205);

THENCE ALONG SAID LINE NORTH 58°02'54" WEST 187.06 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PERMITTED EXCEPTIONS

Subject to:

A. Real estate taxes and assessments, not yet due and payable.

B. Private, public and utility easements of record.

C. Covenants, conditions and restrictions or record.

D. Applicable zoning and building laws, building lines and restrictions and ordinances.

E. Liens and encumbrances caused by the acts of Purchaser.

F. The existing leases at the Property.

G. Encroachments.

EXHIBIT H

Two Shearwood Station LLC | Organizational Chart

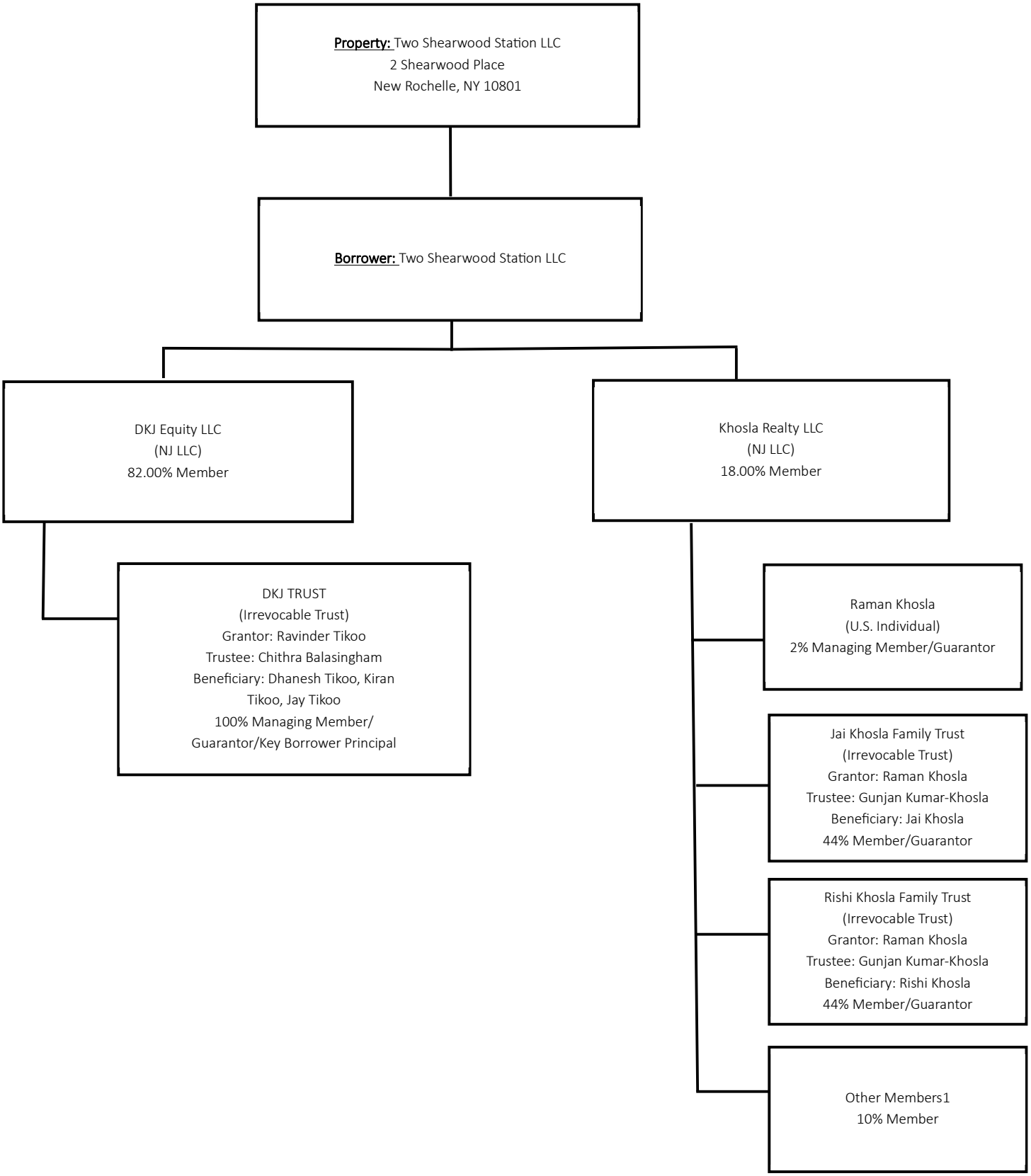
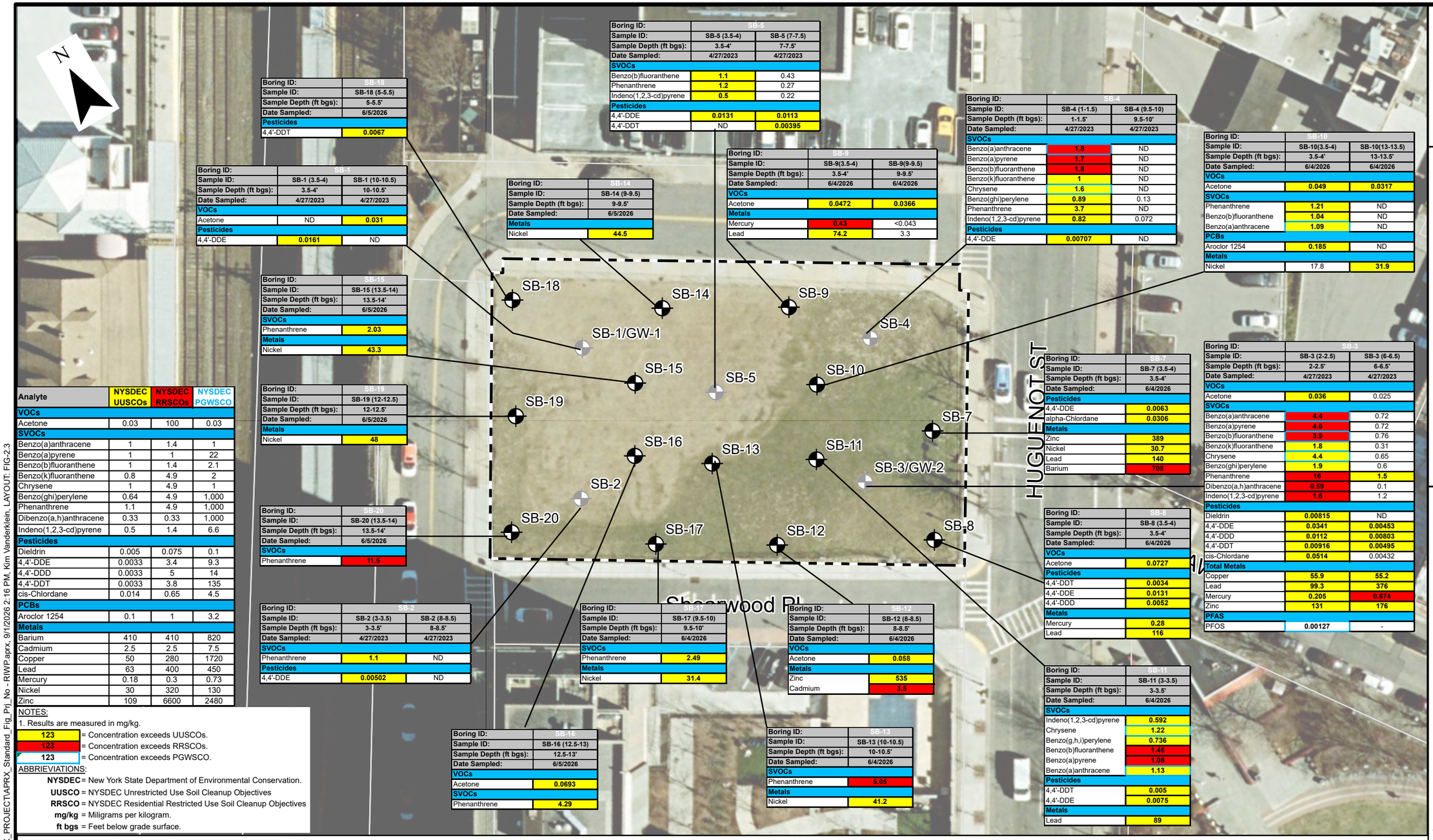


Exhibit I



Boring ID:	SB-5	
Sample ID:	SB-5 (3.5-4)	SB-5 (7-7.5)
Sample Depth (ft bgs):	3.5-4'	7-7.5'
Date Sampled:	4/27/2023	4/27/2023
SVOCs		
Benzo(b)fluoranthene	**1.1**	0.43
Phenanthrene	**1.2**	0.27
Indeno(1,2,3-cd)pyrene	**0.5**	0.22
Pesticides		
4,4'-DDE	**0.0131**	**0.0113**
4,4'-DDT	ND	**0.00395**

Boring ID:	SB-18
Sample ID:	SB-18 (5-5.5)
Sample Depth (ft bgs):	5-5.5'
Date Sampled:	6/5/2026
Pesticides	
4,4'-DDT	**0.0067**

Boring ID:	SB-1	
Sample ID:	SB-1 (3.5-4)	SB-1 (10-10.5)
Sample Depth (ft bgs):	3.5-4'	10-10.5'
Date Sampled:	4/27/2023	4/27/2023
VOCs		
Acetone	ND	**0.031**
Pesticides		
4,4'-DDE	**0.0161**	ND

Boring ID:	SB-14
Sample ID:	SB-14 (9-9.5)
Sample Depth (ft bgs):	9-9.5'
Date Sampled:	6/5/2026
Metals	
Nickel	**44.5**

Boring ID:	SB-9	
Sample ID:	SB-9(3.5-4)	SB-9(9-9.5)
Sample Depth (ft bgs):	3.5-4'	9-9.5'
Date Sampled:	6/4/2026	6/4/2026
VOCs		
Acetone	**0.0472**	**0.0366**
Metals		
Mercury	**0.43**	<0.043
Lead	**74.2**	3.3

Boring ID:	SB-4	
Sample ID:	SB-4 (1-1.5)	SB-4 (9.5-10)
Sample Depth (ft bgs):	1-1.5'	9.5-10'
Date Sampled:	4/27/2023	4/27/2023
SVOCs		
Benzo(a)anthracene	**1.8**	ND
Benzo(a)pyrene	**1.7**	ND
Benzo(b)fluoranthene	**1.8**	ND
Benzo(k)fluoranthene	**1**	ND
Chrysene	**1.6**	ND
Benzo(ghi)perylene	**0.89**	0.13
Phenanthrene	**3.7**	ND
Indeno(1,2,3-cd)pyrene	**0.82**	0.072
Pesticides		
4,4'-DDE	**0.00707**	ND

Boring ID:	SB-10	
Sample ID:	SB-10(3.5-4)	SB-10(13-13.5)
Sample Depth (ft bgs):	3.5-4'	13-13.5'
Date Sampled:	6/4/2026	6/4/2026
VOCs		
Acetone	**0.049**	**0.0317**
SVOCs		
Phenanthrene	**1.21**	ND
Benzo(b)fluoranthene	**1.04**	ND
Benzo(a)anthracene	**1.09**	ND
PCBs		
Aroclor 1254	**0.185**	ND
Metals		
Nickel	17.8	**31.9**

Boring ID:	SB-15
Sample ID:	SB-15 (13.5-14)
Sample Depth (ft bgs):	13.5-14'
Date Sampled:	6/5/2026
SVOCs	
Phenanthrene	**2.03**
Metals	
Nickel	**43.3**

Boring ID:	SB-19
Sample ID:	SB-19 (12-12.5)
Sample Depth (ft bgs):	12-12.5'
Date Sampled:	6/5/2026
Metals	
Nickel	**48**

Boring ID:	SB-7
Sample ID:	SB-7 (3.5-4)
Sample Depth (ft bgs):	3.5-4'
Date Sampled:	6/4/2026
Pesticides	
4,4'-DDE	**0.0063**
alpha-Chlordane	**0.0306**
Metals	
Zinc	**389**
Nickel	**30.7**
Lead	**140**
Barium	**708**

Boring ID:	SB-3	
Sample ID:	SB-3 (2-2.5)	SB-3 (6-6.5)
Sample Depth (ft bgs):	2-2.5'	6-6.5'
Date Sampled:	4/27/2023	4/27/2023
VOCs		
Acetone	**0.036**	0.025
SVOCs		
Benzo(a)anthracene	**4.4**	0.72
Benzo(a)pyrene	**4.6**	0.72
Benzo(b)fluoranthene	**3.9**	0.76
Benzo(k)fluoranthene	**1.8**	0.31
Chrysene	**4.4**	0.65
Benzo(ghi)perylene	**1.9**	0.6
Phenanthrene	**16**	**1.5**
Dibenzo(a,h)anthracene	**0.59**	0.1
Indeno(1,2,3-cd)pyrene	**1.6**	1.2
Pesticides		
Dieldrin	**0.00815**	ND
4,4'-DDE	**0.0341**	**0.00453**
4,4'-DDD	**0.0112**	**0.00803**
4,4'-DDT	**0.00916**	**0.00495**
cis-Chlordane	**0.0514**	0.00432
Total Metals		
Copper	**55.9**	**55.2**
Lead	**99.3**	**376**
Mercury	**0.205**	**0.674**
Zinc	**131**	**176**
PFAS		
PFOS	**0.00127**	-

Boring ID:	SB-8
Sample ID:	SB-8 (3.5-4)
Sample Depth (ft bgs):	3.5-4'
Date Sampled:	6/4/2026
VOCs	
Acetone	**0.0727**
Pesticides	
4,4'-DDT	**0.0034**
4,4'-DDE	**0.0131**
4,4'-DDD	**0.0052**
Metals	
Mercury	**0.28**
Lead	**116**

Boring ID:	SB-20
Sample ID:	SB-20 (13.5-14)
Sample Depth (ft bgs):	13.5-14'
Date Sampled:	6/5/2026
SVOCs	
Phenanthrene	**11.5**

Boring ID:	SB-2	
Sample ID:	SB-2 (3-3.5)	SB-2 (8-8.5)
Sample Depth (ft bgs):	3-3.5'	8-8.5'
Date Sampled:	4/27/2023	4/27/2023
SVOCs		
Phenanthrene	**1.1**	ND
Pesticides		
4,4'-DDE	**0.00502**	ND

Boring ID:	SB-17
Sample ID:	SB-17 (9.5-10)
Sample Depth (ft bgs):	9.5-10'
Date Sampled:	6/4/2026
SVOCs	
Phenanthrene	**2.49**
Metals	
Nickel	**31.4**

Boring ID:	SB-12
Sample ID:	SB-12 (8-8.5)
Sample Depth (ft bgs):	8-8.5'
Date Sampled:	6/4/2026
VOCs	
Acetone	**0.058**
Metals	
Zinc	**535**
Cadmium	**3.5**

Boring ID:	SB-16
Sample ID:	SB-16 (12.5-13)
Sample Depth (ft bgs):	12.5-13'
Date Sampled:	6/5/2026
VOCs	
Acetone	**0.0693**
SVOCs	
Phenanthrene	**4.29**

Boring ID:	SB-13
Sample ID:	SB-13 (10-10.5)
Sample Depth (ft bgs):	10-10.5'
Date Sampled:	6/4/2026
SVOCs	
Phenanthrene	**5.05**
Metals	
Nickel	**41.2**

Boring ID:	SB-11
Sample ID:	SB-11 (3-3.5)
Sample Depth (ft bgs):	3-3.5'
Date Sampled:	6/4/2026
SVOCs	
Indeno(1,2,3-cd)pyrene	**0.592**
Chrysene	**1.22**
Benzo(g,h,i)perylene	**0.736**
Benzo(b)fluoranthene	**1.46**
Benzo(a)pyrene	**1.08**
Benzo(a)anthracene	**1.13**
Pesticides	
4,4'-DDT	**0.005**
4,4'-DDE	**0.0075**
Metals	
Lead	**89**

Analyte	NYSDEC UUSCOs	NYSDEC RRSCOs	NYSDEC PGWSCO
VOCs			
Acetone	0.03	100	0.03
SVOCs			
Benzo(a)anthracene	1	1.4	1
Benzo(a)pyrene	1	1	22
Benzo(b)fluoranthene	1	1.4	2.1
Benzo(k)fluoranthene	0.8	4.9	2
Chrysene	1	4.9	1
Benzo(ghi)perylene	0.64	4.9	1,000
Phenanthrene	1.1	4.9	1,000
Dibenzo(a,h)anthracene	0.33	0.33	1,000
Indeno(1,2,3-cd)pyrene	0.5	1.4	6.6
Pesticides			
Dieldrin	0.005	0.075	0.1
4,4'-DDE	0.0033	3.4	9.3
4,4'-DDD	0.0033	5	14
4,4'-DDT	0.0033	3.8	135
cis-Chlordane	0.014	0.65	4.5
PCBs			
Aroclor 1254	0.1	1	3.2
Metals			
Barium	410	410	820
Cadmium	2.5	2.5	7.5
Copper	50	280	1720
Lead	63	400	450
Mercury	0.18	0.3	0.73
Nickel	30	320	130
Zinc	109	6600	2480

NOTES:
1. Results are measured in mg/kg.

123 = Concentration exceeds UUSCOs.
123 = Concentration exceeds RRSCOs.
123 = Concentration exceeds PGWSCO.

ABBRIEVIATIONS:
NYSDEC = New York State Department of Environmental Conservation.
UUSCO = NYSDEC Unrestricted Use Soil Cleanup Objectives
RRSCO = NYSDEC Residential Restricted Use Soil Cleanup Objectives
mg/kg = Miligrams per kilogram.
ft bgs = Feet below grade surface.

NYS Education Law

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NOTE:
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REFERENCE:
PARCELS: NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES - GIS PROGRAM OFFICE, NYS DEPT OF TAXATION AND FINANCE'S OFFICE OF REAL PROPERTY TAX SERVICES; AERIAL IMAGERY: MICROSOFT, VANTOR

LEGEND:
SB-7 — SOIL BORING NO. AND APPROX. LOCATION (2026 INVESTIGATION)
SB-1/GW-1 — SOIL BORING NO. AND APPROX. LOCATION (2023 INVESTIGATION)
SUBJECT PROPERTY LOCATION
NY TAX PARCELS

SCALE: 1" = 40'
0 20 40 80 FEET

dwg by: KBV
chk by: MKC
scale: AS NOTED
date: 9/1/2026

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GEOTECHNICAL | ENVIRONMENTAL | SITE CIVIL
959 ROUTE 46E, 3RD FLOOR, PARSIPPANY, NJ 07054 PH: 973.808.9050

project:
BLOCK 234, LOT 0002
2 SHEARWOOD PLACE
NEW ROCHELLE, NY 10801

title:
SOIL SAMPLE LOCATIONS AND CONCENTRATIONS PLAN

job no.: 12941A
drawing no:
FIG-3.1

Y:\GIS\Project_Numbers\12941A\APRX_PROJECT\APRX_Standard_Fig_Prj_No - RIWP.aprx, 9/1/2026 2:16 PM, Kim VanderKlein, LAYOUT: FIG-2,3



Sample Location:	SV-6
Sample ID:	JE35729-4
Date Sampled:	6/5/2026
Matrix:	SOIL VAPOR
Vinyl chloride	ND
1,1-Dichloroethene	ND
Methylene Chloride	ND
cis-1,2-Dichloroethene	ND
n-Hexane	86.4
1,1,1-Trichloroethane	ND
Benzene	21
Carbon tetrachloride	ND
Cyclohexane	8.9 J
Trichloroethene	ND
2,2,4-Trimethylpentane	ND
Heptane	30
Toluene	47.5
Tetrachloroethene	ND
Ethylbenzene	18
p/m-Xylene	74.3
o-Xylene	32
1,3,5-Trimethylbenzene	11 J
1,2,4-Trimethylbenzene	59
Naphthalene	ND

Sample Location:	AMB-1
Sample ID:	L2323021-03
Date Sampled:	4/27/2023
Matrix:	SOIL VAPOR
Vinyl chloride	ND
1,1-Dichloroethene	ND
Methylene Chloride	ND
cis-1,2-Dichloroethene	ND
n-Hexane	ND
1,1,1-Trichloroethane	ND
Benzene	ND
Carbon tetrachloride	ND
Cyclohexane	ND
Trichloroethene	ND
2,2,4-Trimethylpentane	ND
Heptane	ND
Toluene	1.11
Tetrachloroethene	ND
Ethylbenzene	ND
p/m-Xylene	ND
o-Xylene	ND
1,3,5-Trimethylbenzene	ND
1,2,4-Trimethylbenzene	ND
Naphthalene	-

Sample Location:	SV-2
Sample ID:	L2323021-02
Date Sampled:	4/27/2023
Matrix:	SOIL VAPOR
Vinyl chloride	ND
1,1-Dichloroethene	ND
Methylene Chloride	2.23
cis-1,2-Dichloroethene	ND
n-Hexane	51.5
1,1,1-Trichloroethane	1.11
Benzene	16.4
Carbon tetrachloride	ND
Cyclohexane	13.1
Trichloroethene	3.26
2,2,4-Trimethylpentane	13.4
Heptane	21
Toluene	11.2
Tetrachloroethene	6.51
Ethylbenzene	8.69
p/m-Xylene	25.2
o-Xylene	7.95
1,3,5-Trimethylbenzene	1.03
1,2,4-Trimethylbenzene	1.73
Naphthalene	-

Sample Location:	SV-3
Sample ID:	JE35729-1
Date Sampled:	6/4/2026
Matrix:	SOIL VAPOR
Vinyl chloride	ND
1,1-Dichloroethene	ND
Methylene Chloride	4.9
cis-1,2-Dichloroethene	ND
n-Hexane	31
1,1,1-Trichloroethane	ND
Benzene	12
Carbon tetrachloride	ND
Cyclohexane	5.5
Trichloroethene	ND
2,2,4-Trimethylpentane	7.9
Heptane	20
Toluene	51.6
Tetrachloroethene	3.4
Ethylbenzene	40
p/m-Xylene	161
o-Xylene	61.2
1,3,5-Trimethylbenzene	17
1,2,4-Trimethylbenzene	87.5
Naphthalene	ND

Sample Location:	SV-1
Sample ID:	L2323021-01
Date Sampled:	4/27/2023
Matrix:	SOIL VAPOR
Vinyl chloride	ND
1,1-Dichloroethene	ND
Methylene Chloride	ND
cis-1,2-Dichloroethene	ND
n-Hexane	1.09
1,1,1-Trichloroethane	ND
Benzene	ND
Carbon tetrachloride	ND
Cyclohexane	0.919
Trichloroethene	ND
2,2,4-Trimethylpentane	ND
Heptane	ND
Toluene	1.55
Tetrachloroethene	ND
Ethylbenzene	ND
p/m-Xylene	ND
o-Xylene	ND
1,3,5-Trimethylbenzene	ND
1,2,4-Trimethylbenzene	ND
Naphthalene	-

Sample Location:	SV-5
Sample ID:	JE35729-3
Date Sampled:	6/4/2026
Matrix:	SOIL VAPOR
Vinyl chloride	ND
1,1-Dichloroethene	ND
Methylene Chloride	4.5
cis-1,2-Dichloroethene	ND
n-Hexane	3.2
1,1,1-Trichloroethane	ND
Benzene	ND
Carbon tetrachloride	ND
Cyclohexane	ND
Trichloroethene	ND
2,2,4-Trimethylpentane	ND
Heptane	ND
Toluene	1.9 J
Tetrachloroethene	ND
Ethylbenzene	19
p/m-Xylene	129
o-Xylene	59.9
1,3,5-Trimethylbenzene	ND
1,2,4-Trimethylbenzene	2.7 J
Naphthalene	ND

Sample Location:	SV-4
Sample ID:	JE35729-2
Date Sampled:	6/4/2026
Matrix:	SOIL VAPOR
Vinyl chloride	ND
1,1-Dichloroethene	ND
Methylene Chloride	4.9
cis-1,2-Dichloroethene	ND
n-Hexane	19
1,1,1-Trichloroethane	ND
Benzene	8.9
Carbon tetrachloride	ND
Cyclohexane	5.5
Trichloroethene	ND
2,2,4-Trimethylpentane	7.9
Heptane	18
Toluene	65.9
Tetrachloroethene	1.2
Ethylbenzene	26
p/m-Xylene	107
o-Xylene	41
1,3,5-Trimethylbenzene	16
1,2,4-Trimethylbenzene	73.7
Naphthalene	ND

Analyte	NYSDOH Matrix A	NYSDOH Matrix B	NYSDOH Matrix C	NYSDOH Matrix D	NYSDOH Matrix E	NYSDOH Matrix F
Vinyl chloride			6			
1,1-Dichloroethene	6					
Methylene Chloride		100				
cis-1,2-Dichloroethene	6					
n-Hexane					200	
1,1,1-Trichloroethane		100				
Benzene				60		
Carbon tetrachloride	6					
Cyclohexane				60		
Trichloroethene	6					
2,2,4-Trimethylpentane				60		
Heptane					200	
Toluene						300
Tetrachloroethene		100				
Ethylbenzene				60		
p/m-Xylene					200	
o-Xylene				60		
1,3,5-Trimethylbenzene				60		
1,2,4-Trimethylbenzene				60		
Naphthalene				60		

NOTES:
1. Results are measured in ug/m ^{3}.
2. Detected compounds in each sample are disaplayed.
   = Concentration of compound exceeds the lowest threshold of the NYSDOH Matrix A through F Sub-Slab Vapor Concentrations Criteria.

ABBREVIATIONS:
NYSDOH Matrix A = NYSDOH Matrix A Sub-slab Vapor Concentration Criteria Lower Threshold.
NYSDOH Matrix B = NYSDOH Matrix B Sub-slab Vapor Concentration Criteria Lower Threshold.
ug/m^3 = Micrograms per cubic meter.
ND = Compound not detected.
J = Estimated Value.
E = Exceeds calibration range.

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NOTE:
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REFERENCE:
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LEGEND:
- SV-3 — SOIL VAPOR SAMPLE NO. AND APPROX LOCATION (2026 INVESTIGATION)
- AMB-1 — AMBIENT AIR SAMPLE NO. AND APPROX LOCATION (2023 INVESTIGATION)
- SV-1 — SOIL VAPOR SAMPLE NO. AND APPROX LOCATION (2023 INVESTIGATION)
- NY TAX PARCELS
- SUBJECT PROPERTY LOCATION

SCALE: 1" = 40'
0 20 40 80 FEET

dwg by: KBV
chk by: MKC
scale: AS NOTED
date: 8/19/2026

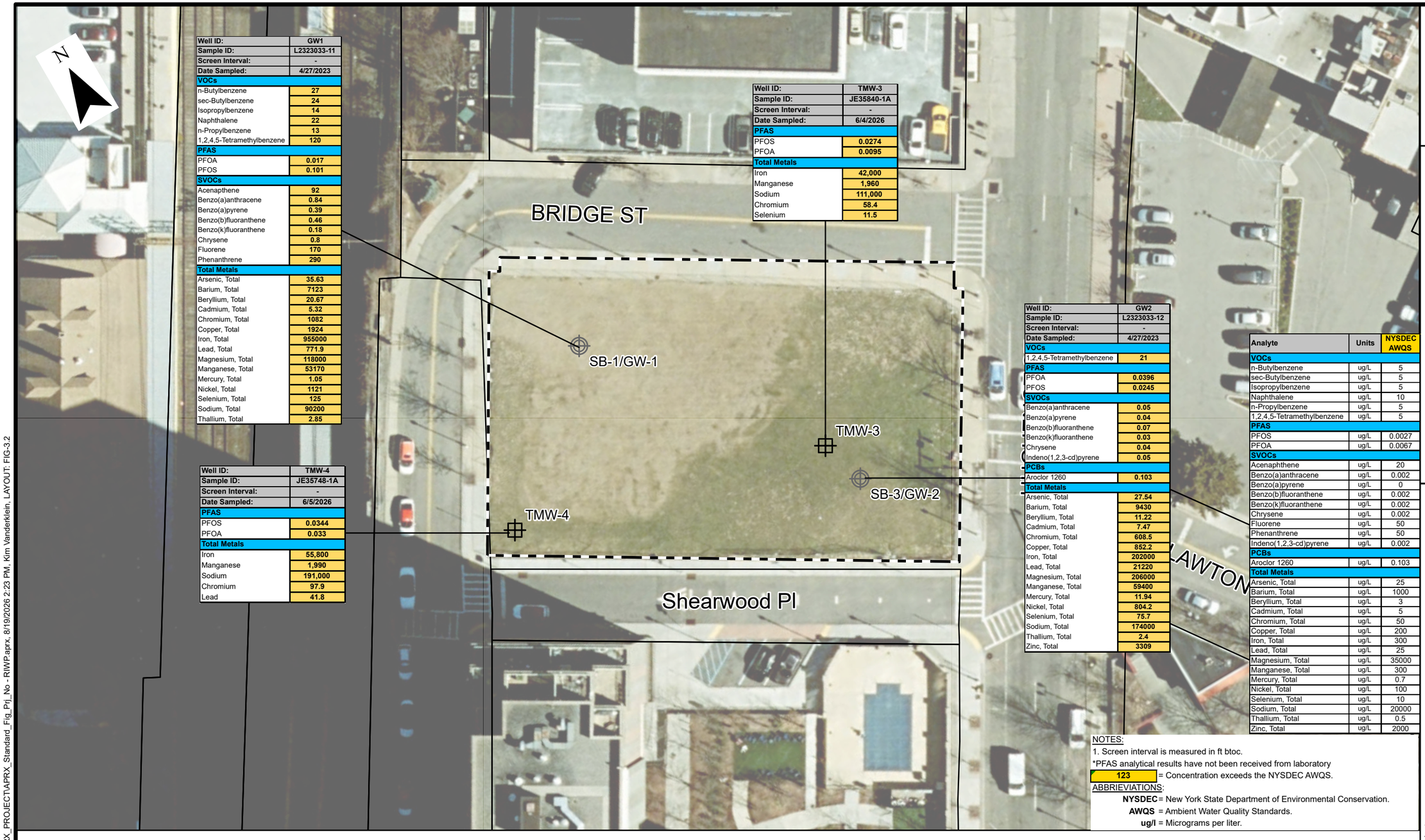
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959 ROUTE 46E, 3RD FLOOR, PARSIPPANY, NJ 07054 PH: 973.808.9050

project: BLOCK 234, LOT 0002
2 SHEARWOOD PLACE
NEW ROCHELLE, NY 10801

title: **SOIL VAPOR SAMPLING LOCATIONS AND CONCENTRATIONS PLAN**

job no.: 12941A
drawing no: FIG-2.5

Y:\GIS\Project_Numbers\12941A\APRX_PROJECT\APRX_Standard_Fig_Prj_No - RIWP.aprx, 8/19/2026 2:22 PM, Kim Vanderklein, LAYOUT: FIG-3.3



Well ID:	GW1
Sample ID:	L2323033-11
Screen Interval:	-
Date Sampled:	4/27/2023
VOCs	
n-Butylbenzene	27
sec-Butylbenzene	24
Isopropylbenzene	14
Naphthalene	22
n-Propylbenzene	13
1,2,4,5-Tetramethylbenzene	120
PFAS	
PFOA	0.017
PFOS	0.101
SVOCs	
Acenapthene	92
Benzo(a)anthracene	0.84
Benzo(a)pyrene	0.39
Benzo(b)fluoranthene	0.46
Benzo(k)fluoranthene	0.18
Chrysene	0.8
Fluorene	170
Phenanthrene	290
Total Metals	
Arsenic, Total	35.63
Barium, Total	7123
Beryllium, Total	20.67
Cadmium, Total	5.32
Chromium, Total	1082
Copper, Total	1924
Iron, Total	955000
Lead, Total	771.9
Magnesium, Total	118000
Manganese, Total	53170
Mercury, Total	1.05
Nickel, Total	1121
Selenium, Total	125
Sodium, Total	90200
Thallium, Total	2.85

Well ID:	TMW-3
Sample ID:	JE35840-1A
Screen Interval:	-
Date Sampled:	6/4/2026
PFAS	
PFOS	0.0274
PFOA	0.0095
Total Metals	
Iron	42,000
Manganese	1,960
Sodium	111,000
Chromium	58.4
Selenium	11.5

Well ID:	TMW-4
Sample ID:	JE35748-1A
Screen Interval:	-
Date Sampled:	6/5/2026
PFAS	
PFOS	0.0344
PFOA	0.033
Total Metals	
Iron	55,800
Manganese	1,990
Sodium	191,000
Chromium	97.9
Lead	41.8

Well ID:	GW2
Sample ID:	L2323033-12
Screen Interval:	-
Date Sampled:	4/27/2023
VOCs	
1,2,4,5-Tetramethylbenzene	21
PFAS	
PFOA	0.0396
PFOS	0.0245
SVOCs	
Benzo(a)anthracene	0.05
Benzo(a)pyrene	0.04
Benzo(b)fluoranthene	0.07
Benzo(k)fluoranthene	0.03
Chrysene	0.04
Indeno(1,2,3-cd)pyrene	0.05
PCBs	
Aroclor 1260	0.103
Total Metals	
Arsenic, Total	27.54
Barium, Total	9430
Beryllium, Total	11.22
Cadmium, Total	7.47
Chromium, Total	608.5
Copper, Total	852.2
Iron, Total	202000
Lead, Total	21220
Magnesium, Total	206000
Manganese, Total	59400
Mercury, Total	11.94
Nickel, Total	804.2
Selenium, Total	75.7
Sodium, Total	174000
Thallium, Total	2.4
Zinc, Total	3309

Analyte	Units	NYSDEC AWQS
VOCs		
n-Butylbenzene	ug/L	5
sec-Butylbenzene	ug/L	5
Isopropylbenzene	ug/L	5
Naphthalene	ug/L	10
n-Propylbenzene	ug/L	5
1,2,4,5-Tetramethylbenzene	ug/L	5
PFAS		
PFOS	ug/L	0.0027
PFOA	ug/L	0.0067
SVOCs		
Acenaphthene	ug/L	20
Benzo(a)anthracene	ug/L	0.002
Benzo(a)pyrene	ug/L	0
Benzo(b)fluoranthene	ug/L	0.002
Benzo(k)fluoranthene	ug/L	0.002
Chrysene	ug/L	0.002
Fluorene	ug/L	50
Phenanthrene	ug/L	50
Indeno(1,2,3-cd)pyrene	ug/L	0.002
PCBs		
Aroclor 1260	ug/L	0.103
Total Metals		
Arsenic, Total	ug/L	25
Barium, Total	ug/L	1000
Beryllium, Total	ug/L	3
Cadmium, Total	ug/L	5
Chromium, Total	ug/L	50
Copper, Total	ug/L	200
Iron, Total	ug/L	300
Lead, Total	ug/L	25
Magnesium, Total	ug/L	35000
Manganese, Total	ug/L	300
Mercury, Total	ug/L	0.7
Nickel, Total	ug/L	100
Selenium, Total	ug/L	10
Sodium, Total	ug/L	20000
Thallium, Total	ug/L	0.5
Zinc, Total	ug/L	2000

NOTES:
1. Screen interval is measured in ft btoc.
*PFAS analytical results have not been received from laboratory
123 = Concentration exceeds the NYSDEC AWQS.

ABBRIEVIATIONS:
NYSDEC = New York State Department of Environmental Conservation.
AWQS = Ambient Water Quality Standards.
ug/l = Micrograms per liter.

NYS Education Law

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REFERENCE:
PARCELS: NYS OFFICE OF INFORMATION TECHNOLOGYSERVICES - GIS PROGRAM OFFICE, NYS DEPT OF TAXATION AND FINANCE'S OFFICE OF REAL PROPERTY TAX SERVICES; AERIAL IMAGERY: NEW YORK STATE, MICROSOFT, VANTOR

LEGEND:

TMW-3 — TEMPORARY MONITORING WELL NO. AND APPROX. LOCATION (2026 INVESTIGATION)

SB-1/ GW-1 — MONITORING WELL NO. AND APPROX. LOCATION (2023 INVESTIGATION)

NY TAX PARCELS

SUBJECT PROPERTY LOCATION

SCALE: 1" = 40'

0 20 40 80 FEET

dwg by: KBV
chk by: MKC
scale: AS NOTED
date: 8/19/2026

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959 ROUTE 46E, 3RD FLOOR, PARSIPPANY, NJ 07054 PH: 973.808.9050

project: BLOCK 234, LOT 0002
2 SHEARWOOD PLACE
NEW ROCHELLE, NY 10801

title: **GROUNDWATER SAMPLE LOCATIONS AND CONCENTRATIONS PLAN**

job no.: 12941A
drawing no:

FIG-2.4

Y:\GIS\Project_Numbers\12941A\APRX_PROJECT\APRX_Standard_Fig_Pri_No - RIWP.aprx, 8/19/2026 2:23 PM, Kim Vanderklein, LAYOUT: FIG-3.2

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: TWO SHEARWOOD STATION LLC

DOS ID: 6547108

FOREIGN LEGAL NAME: TWO SHEARWOOD STATION LLC

FICTITIOUS NAME:

ENTITY TYPE: FOREIGN LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTIONOF LAW: LIMITED LIABILITY COMPANY - 802 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 07/27/2022

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 07/27/2022

INACTIVE DATE:

FOREIGN FORMATION DATE: 07/26/2022

STATEMENT STATUS: PAST DUE

COUNTY: WESTCHESTER

NEXT STATEMENT DUE DATE: 07/31/2024

JURISDICTION: DELAWARE, 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 CULLEN & DYCKMAN, LLP

Address: 100 QUENTIN ROOSEVELT BOULEVARD, GARDEN CITY, NY, UNITED STATES, 11530

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

Exhibit K

CORPORATE CONSENT

The undersigned, being a member of DKJ Equity LLC, which is a member of Two Shearwood Station LLC, does hereby certify as follows:

1. Two Shearwood Station LLC is the prospective volunteer for the prospective Brownfield Cleanup Program (BCP) Site located at 2 Shearwood Place New Rochelle, NY 10801 (Section 1, Tax Block 234, Lot 0002) (collectively the "BCP Site").

2. The following person, Raman Khosla, managing member of Khosla Realty LLC, which is also a member of Two Shearwood Station LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer Two Shearwood Station LLC in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 14 day of August, 2026.



_____

Ravinder Tikoo
Member of DKJ Equity LLC,
Member of Two Shearwood Station LLC

Exhibit L

Site Contact List

Shearwood Laundry and Petroleum Site

2 Shearwood Place, New Rochelle, NY 10801

Name	Title	Address	City	State	Zip
Kirsten Gillibrand	U.S. Senator	478 Russell Senate Office Bldg	Washington	DC	20510
Charles Schumer	U.S. Senator	322 Hart Senate Office Bldg	Washington	DC	20510
Erica Feynman Aisner	City Planning and Zoning, Zoning Chair	515 North Avenue	New Rochelle	NY	10801
George Latimer	U.S. House of Representatives	1507 Longworth House Office Building	Washington	DC	20515
Nathalia Fernandez	New York State Senator	188 State Street, Room 814	Albany	NY	12247
Kenneth W. Jenkins	Westchester County Executive	148 Martine Avenue	White Plains	NY	10601
Bernard Thombs	Westchester County Planning Board Chairperson	148 Martine Avenue	White Plains	NY	10601
Yadira Ramos-Herbert	The City of New Rochelle Mayor	515 North Avenue	New Rochelle	NY	10801
James Brown	City of New Rochelle Planning Board Member	515 North Avenue	New Rochelle	NY	10801
The Journal News	Media Outlet	1133 Westchester Avenue, Suite N110	White Plains	NY	10604
Nicole Laible	Westchester County Water Agency, Principal Environmental Planner	148 Martine Avenue	White Plains	NY	10601
Eugenia Schatoff	Director of New Rochelle Public Library - Document Repository	1 Library Plaza	New Rochelle	NY	10801
Michael Hilderbrand	Principal, Trinity Elementary School	180 Pelham Road	New Rochelle	NY	10805
Michael Galland	Principal, Columbus Elementary School	275 Washington Avenue	New Rochelle	NY	10801
Kim Nieves	Principal, Jefferson Elementary School	131 Weyman Avenue	New Rochelle	NY	10805
Raymond Dixon	Principal, Westchester Area School	456 Webster Avenue	New Rochelle	NY	10801
Sergio Dávila	Principal, The Hallen School	97 Centre Avenue	New Rochelle	NY	10801
James Heuser	Principal, Salesian High School	148 E Main Street	New Rochelle	NY	10801
Rachael Garcia	Principal, Colonial Elementary School	315 Highbrook Ave	Pelham	NY	10803
Cayla Dizenzo	Principal Clerk, Isaac E Young Elementary School	270 Centre Avenue	New Rochelle	NY	10805
Jennifer Mangone	Principal, Siwanoy Elementary School	489 Siwanoy Place	Pelham	NY	10803
Kathryn Castellano	Principal, Daniel Webster Elementary School	95 Glenmore Drive	New Rochelle	NY	10801
Carmen Youngs	Director, Little Rascals Daycare	18 Badeau Place	New Rochelle	NY	10801
Christina Rubicco	Anna and Jack's Treehouse	629 Fifth Ave	Pelham	NY	10803
Owner/Director Unknown	Bright Future Little Stars Daycare	37 Colonial Place	New Rochelle	NY	10801
Jessica Jimenez	Julima's Daycare	111 Horton Avenue	New Rochelle	NY	10801
Two Shearwood Station LLC	Owner/Operator of Site Property, 2 Shearwood Place	100 Sterling Blvd, 1110	Englewood	NJ	07631
Two Shearwood Station LLC	Adjacent Property Owner/Operator of Shearwood Place	100 Sterling Blvd, 1110	Englewood	NJ	07631
New Rochelle Industrial Development Agency	Adjacent Property Owner of 1 Shearwood Place	515 North Avenue	New Rochelle	NY	10801
Shearwood Station Apartments	Adjacent Property Operator of 1 Shearwood Place	1 Shearwood Place	New Rochelle	NY	10801
County of Westchester	Adjacent Property Owner/Operator of 264 Huguenot Street	148 Martine Avenue	White Plains	NY	10601
Citizens Bank NA	Adjacent Property Owner/Operator of 238 Huguenot & Lawton Street	260 North Avenue	New Rochelle	NY	10801
North Brook Realty Associates LLC	Adjacent Property Owner/Operator of 270 North Ave	270 North Avenue	New Rochelle	NY	10801
City of New Rochelle	Adjacent Property Owner/Operator of Station Place South	515 North Avenue	New Rochelle	NY	10801
Consolidated Rail Corporation	Adjacent Property Owner of North to Station Plaza South	330 Fellowship Road, Ste 300	Mount Laurel	NJ	08054
Metropolitan Transportation Authority	Adjacent Property Operator of North to Station Plaza South	420 Lexington Avenue	New York	NY	10017

270 North Ave Realty Corporation	Adjacent Property Owner/Operator of Bridge Street	270 North Avenue, Ste 200	New Rochelle	NY	10801

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

Eugenia Schatoff
New Rochelle Public Library
1 Library Plaza
New Rochelle, NY 10801

RE: Brownfield Cleanup Program Application
Applicant: Two Shearwood Station LLC
Site Address: 2 Shearwood Place, New Rochelle, NY 10801

Dear Ms. Schatoff:

We represent Two Shearwood Station LLC in its anticipated Brownfield Cleanup Program application for the above-referenced site at 2 Shearwood Place in the City of New Rochelle, Westchester County, New York. We respectfully request that the New Rochelle 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 USB format.

Please sign below and return the executed letter as an attachment to an email to my paralegal, Abigale Patrick, at apatrick@nyenvlaw.com, if you are able to certify that the New Rochelle 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 New Rochelle Public Library is willing and able to act as a document repository for the Brownfield Cleanup Program Project located at 2 Shearwood Place.

Eugenia Schatoff, Library Director

8/4/26
Date

Exhibit N


STOP




Do Not Enter
CHASE
7 FT. 8 IN.
HEADROOM


SHEARWOOD


SHEARWOOD




CAFE


PARKING
NEW
ROCKWELL


NEW ROCHELLE TRANSIT CENTER




2 SHEARWOOD PLACE


CHASE

