

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

## Office of the General Counsel

625 Broadway, 14th Floor, Albany, New York 12233-1500

P: (518) 402-9185 | F: (518) 402-9018

[www.dec.ny.gov](http://www.dec.ny.gov)

### VIA FEDERAL EXPRESS

April 16, 2024

480 Lexington Avenue Realty Co, LLC

145 Croton Avenue

Mt. Kisco, NY 10549

Attn: Lisa C. Abzun, Member

RE: Access Agreement  
Site Name: Rose Cleaners  
Site Address: 480-484 Lexington Avenue, Mt. Kisco, NY  
Site No.: 360059

Dear Ms. Abzun,

Enclosed please find a fully executed Access Agreement between 480 Lexington Avenue Realty Co, LLC and the New York State Department of Environmental Conservation.

If you have any further questions or concerns relating to this matter, please contact our office at (518) 402-8564.

Sincerely,



Cheryl A. Salem  
Legal Assistant II  
Remediation Bureau  
[Cheryl.salem@dec.ny.gov](mailto:Cheryl.salem@dec.ny.gov)

ec: M. Murphy, NYSDEC



Department of  
Environmental  
Conservation

ORIGIN ID:ALBA (518) 402-8599  
CHERYL SALEM  
NYSD&C CO  
625 BROADWAY  
14TH FLOOR - OGC  
ALBANY, NY 12233  
UNITED STATES US

SHIP DATE: 16APR24  
ACTWGST: 1.00 LB  
CAD: 255955370/NET4535

BILL SENDER

145 CROTON AVENUE

MOUNT KISCO NY 10549

(518) 402-8564 REF: 480-484 LEXINGTON AVE  
INV: 360059 DEPT: 1500  
PO. ROSE CLEANERS



J242024032601uv

TRK# 7759 8103 7724  
0201

WED - 17 APR 5:00P  
STANDARD OVERNIGHT

**EH ANIA**

10549  
NY-US SWF



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# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Office of the Director  
625 Broadway, 12th Floor, Albany, New York 12233-7011  
P: (518) 402-9706 | F: (518) 402-9722  
www.dec.ny.gov

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New York State Department of Environmental Conservation  
ACCESS STIPULATION  
for  
PURPOSES AUTHORIZED PURSUANT TO ARTICLE 27 OF THE ENVIRONMENTAL  
CONSERVATION LAW

This agreement made this 11th day of April, 2024 between 480 Lexington Avenue Realty Co LLC, hereinafter referred to as "owner", and the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "DEC," pursuant to the above cited law,

**WITNESSETH:**

WHEREAS, the owner represents as follows:

- a. That the owner owns the real property described below and on the attached sketch map, or some right, title or interest therein, which property is described briefly as follows:

Real Property located 480-484 Lexington Avenue, Mount Kisco, NY 10549  
Tax Parcel Section-Block-Lot No. 80.64-1-8

- b. That said ownership consists of the following interest in said property:

title to which was acquired by the owner at the time and in the manner following:

By deed recorded in the Office of Westchester County Clerk on April 25, 2023 as  
Control # 623353478

- c. That said property is free and clear of all leases, tenancies, easements, contracts of sale, (except):

Not Applicable

WHEREAS, said property was, or will be, entered upon and occupied by DEC, its representatives, employees, agents or contractors, for the performance of work thereon for one or more of the purposes set forth in Environmental Conservation Law 27 § 1309, (3)-(4) and 27 § 1313(8), and particularly for the purpose of implementing a Remedial Investigation.



NOW THEREFORE, the parties hereto agree as follows:

1. Provided DEC gives five (5) business days written notice with explanation of proposed activities to owner, the owner will permit entry on and use of the property by DEC, its agents, employees, contractors and representatives from the date hereof until **April 30, 2026**. Such right of entry includes the right to:
  - i. operate a work area;
  - ii. remove from the property any contaminated material excavated;
  - iii. place a fencing to secure the work area;
  - iv. collect air, water, sediment or soil samples for analysis;
  - v. remove air, water, sediment or soil samples; and
  - vi. carry on any activity necessary for the completion of a Remedial Investigation in a manner protective of public health and the environment, together with the rights at all times during the duration of this agreement of ingress, egress and regress by the State of New York, its employees, agents, contractors and/or representatives for the purposes connected with the above work.
2. DEC covenants that all work to be performed hereunder will be done at no cost or expense to the owner; provided, however, this does not constitute a waiver of any rights DEC may have to recover such cost from any responsible party, pursuant to relevant provisions of statutory or common law.
3. Prior to the termination of this agreement, DEC, at its cost and expense, will restore the property to its former condition, by re-seeding and re-vegetating but not including replacement of large trees.
4. DEC's contractor has comprehensive general liability insurance for the activities conducted on this site. DEC will cooperate with the owner in pursuing with the insurer any claim that may arise.

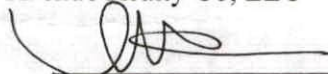
THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors and assigns of the parties.

In witness whereof, this agreement has been executed on the day and date first above written.

480 Lexington Avenue Realty Co, LLC

3/27/2024

Date

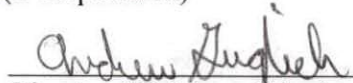


Owner's Signature\*

By: Lisa C. Abzun, Member,  
480 Lexington Avenue Realty Co, LLC  
Owner's Title (if corporation)

4/11/2024

Date

  
Director, Division of Environmental Remediation

**Use/Disclosure of Data: The Department may conduct sampling at or near the premises to inform its investigation/remediation of the site referenced herein. Sampling data obtained**

**by the Department is subject to disclosure under the New York State Freedom of Information Law (Article 6 of the Public Officers Law). Please note that any identifying information related to sampling from the premises, including names, addresses, and personal emails/phone numbers, will not be disclosed by the Department.**

\*NOTE: If stipulation is with a corporation, the respondent must be an official, authorized corporate representative.





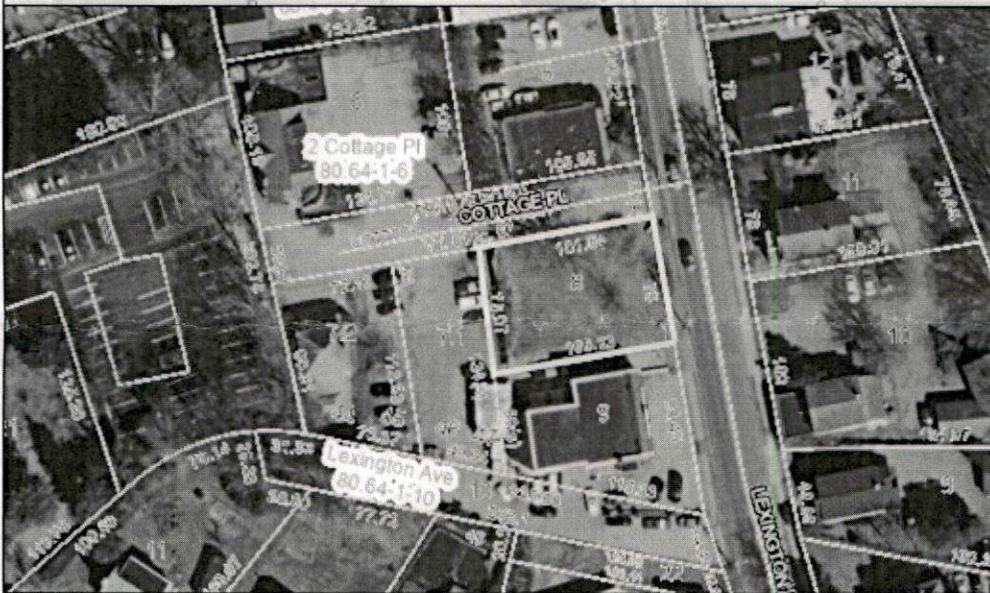
Property Sketch Map

Tax Parcel Maps

Address: Lexington

Print Key: 80.64-1-8

SBL: 08006400010080000000



Disclaimer:

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