



Department of  
Environmental  
Conservation

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

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

☐ Amendment to modify the existing BCA: [check one or more boxes below]

- ☐ Add applicant(s)
- ☐ Substitute applicant(s)
- ☐ Remove applicant(s)
- ☐ Change in Name of applicant(s)

☒ Amendment to reflect a transfer of title to all or part of the brownfield site

1a. A copy of the recorded deed must be provided. Is this attached? ☒ Yes ☐ No

1b. ☒ Change in ownership ☐ Additional owner (such as a beneficial owner)

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

☒ Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

☐ Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

☐ **Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY:** Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

☐ Other (explain in detail below)

### 2. Required: Please provide a brief narrative on the nature of the amendment:

The parcel identified as Section 2, Block 414, Lot 8 (f/k/a Lot 8.01) was transferred from the City of New Rochelle Corporation for Local Development to 28 South Division Owner LLC by attached deed dated 12/21/21, recorded in the office of the Westchester County Clerk on 1/4/22 as document number 612943619.

The City of New Rochelle is assigning new block and lot numbers to 50 Clinton Place (formerly 28 South Division Street). The four lots formerly identified as Section 2 Block 414 Lots 4, 5, 6 and 8 have been merged into a single tax map parcel identified as Section 2 Block 414 Lot 4. The metes and bounds description and total acreage of the site remains unchanged. (See attached Confirmatory Deeds, recorded in the Office of the Westchester County Clerk on 1/4/22 as document numbers 613334135 and 613343138, respectively).

**\*Please refer to the attached instructions for guidance on filling out this application\***

**\*Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves more than an insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.\***



**Section III. Current Property Owner/Operator Information (only include if new owner/operator)**

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

OWNER'S NAME (if different from requestor)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

**Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)**

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☐ No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☐ No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? ☐ Yes ☐ No  
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 or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☐ No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. ☐ Yes ☐ No
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? ☐ Yes ☐ No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☐ No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? ☐ Yes ☐ No
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? ☐ Yes ☐ No
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? ☐ Yes ☐ No
11. Are there any unregistered bulk storage tanks on-site which require registration? ☐ Yes ☐ No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

☐

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

☐

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOT: By checking this box, 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; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

**If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.**

12. Requestor's Relationship to Property (check one):

☐

Prior Owner

☐

Current Owner

☐

Potential /Future Purchaser

☐

Other

\_\_\_\_\_

13. If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? ☐ Yes ☐ No

**Note: a purchase contract does not suffice as proof of access.**

**Section V. Property description and description of changes/additions/reductions (if applicable)**

1. Property information on current agreement:

ADDRESS 28 South Division Street

CITY/TOWN New Rochelle, NY

ZIP CODE 10805

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 1.066

Parcel Address	Section No.	Block No.	Lot No.	Acreage
50 Clinton Place (formerly 28 South Division Street)	2	414	0008	.811
44 South Division Street	2	414	0005	.08
42 South Division Street	2	414	0006	.095

*48 South Division Street 2 414 0004 .083*

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

Acreage  
Added by  
Parcel

Parcel Address	Section No.	Block No.	Lot No.	Acreage

Total acreage to be added: \_\_\_\_\_

☐ Reduction of property

2b. PARCELS REMOVED:

Acreage  
Removed  
by Parcel

Parcel Address	Section No.	Block No.	Lot No.	Acreage

Total acreage to be removed: \_\_\_\_\_

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

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage
50 Clinton Place	2	414	0004	1.066

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

3. TOTAL REVISED SITE ACREAGE: \_\_\_\_\_

# Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <u>DEC's website</u> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>From ECL 27-1405(31):</b></p> <p>"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.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2010:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	

## PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 28 South Division Street	BCP SITE NUMBER: C360198
NAME OF CURRENT APPLICANT(S): 28 South Division Owner LLC	
INDEX NUMBER OF AGREEMENT: C360198-06-20	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 6-4-20	

### Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>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. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">NA</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p> <p>(Entity)</p> <p>I hereby affirm that I am (title _____) of (entity _____); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>

**Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)**

(Individual)

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am Authorized Person (title) of 28 South Division Owner LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Todd Rechler's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 2/19/2022 Signature: ToddPrint Name: Todd Rechler, Authorized Person**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Please see the following page for submittal instructions.

**NOTE: Applications submitted in fillable format will be rejected.**

Status of Agreement:

**PARTICIPANT**

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

**VOLUNTEER**

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

**Effective Date of the Original Agreement: 6-4-20****Signature by the Department:**

DATED: 3/10/2022

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATIONBy: Susan Edwards\_\_\_\_\_  
Susan Edwards, P.E., Acting Director  
Division of Environmental Remediation

Site Code: C360198

**SUBMITTAL REQUIREMENTS:**

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in final, non-fillable Portable Document Format (PDF) must be sent to:

Chief, Site Control Section  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233-7020

- **NOTE: Applications submitted in fillable format will be rejected.**

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**FOR DEPARTMENT USE ONLY**

**BCP SITE T&A CODE:** \_\_\_\_\_ **LEAD OFFICE:** Albany  
**PROJECT MANAGER:** Greta White



Allen & Desnoyers<sup>LLP</sup>  
ATTORNEYS AT LAW

VIA ELECTRONIC MAIL

February 21, 2022

Kelly Lewandowski  
Chief, Site Control Section  
NYS Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233-7020

Re: Application to Amend BCA  
28 South Division Street, New Rochelle, NY, 10805  
DEC Site No: C360198

Dear Ms. Lewandowski:

Enclosed please find the following documents:

- 1) Revised Application to Amend BCA;
- 2) Revised Change of Use form;
- 3) Approved City of New Rochelle Lot Merger Application form; and
- 4) Recorded Deeds (Westchester County Document ## 612943619, 613334135 and 613343138

Please do not hesitate to contact me with any questions.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Gregory J. Allen'.

Gregory J. Allen, Esq.

Enclosures

## NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of  
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

Chief, Site Control Section  
New York State Department of Environmental Conservation  
Division of Environmental Remediation, 625 Broadway  
Albany NY 12233-7020

**I. Site Name:** 28 South Division Street **DEC Site ID No.** C360198

**II. Contact Information of Person Submitting Notification:**

Name: Gregory Allen, Allen & Desnoyers LLP  
Address1: 120 Defreest drive  
Address2: Troy, New York 12180  
Phone: (518) 426-2288 E-mail: greg@allendesnoyers.com

**III. Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)  
☐ Transfer of Certificate of Completion (CoC)  
☒ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 12/21/21

**IV. Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

The parcel identified as Section 2, Block 414, Lot 8 (f/k/a Lot 8.01) was transferred from the City of New Rochelle Corporation for Local Development to 28 South Division Owner LLC by attached deed dated 12/21/21 and recorded in the Office of Westchester County Clerk on 1/4/22 as document number 612943619.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

The City of New Rochelle is assigning new block and lot numbers to 50 Clinton Place (formerly 28 South Division Street). The four lots formerly identified as Section 2 Block 414 Lots 4, 5, 6 and 8 have been merged into a single tax map parcel identified as Section 2 Block 414 Lot 4. The metes and bounds description and total acreage of the site remains unchanged.

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: CB

(Signature)

2/17/22

(Date)

Charles B. Strome III

(Print Name)

Address1: 515 North Ave.

Address2: New Rochelle, NY 10801

Phone: 914-654-2083

E-mail: asalgado@newschalle.ny.com

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 28 South Division Owner LLC

Address1: 625 RXR Plaza

Address2: Uniondale, New York 11556

Phone: (212) 797-1330

E-mail: rparelman@rxrrealty.com

Certifying Party Name: AKRF/Axel Schwendt

Address1: 440 Park Avenue South, 7th Floor

Address2: NY, NY 10016

Phone: (656) 388-6529

E-mail: aschwendt@akrf.com

**VII. Agreement to Notify DEC after Transfer:** If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:



(Signature)

Todd Rechler

(Print Name)

2/21/2022

(Date)

Address1:

625 RXR Plaza

Address2:

Uniondale, NY 11556

Phone:

212.797.1330

E-mail:

trechler@rxrrealty.com

Continuation Sheet

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: \_\_\_\_\_

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: \_\_\_\_\_

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: \_\_\_\_\_

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: \_\_\_\_\_

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: \_\_\_\_\_

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: \_\_\_\_\_

Address1: \_\_\_\_\_

Address2: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

EFFECTIVE JAN 1, 2005 A \$315 APPLICATION FEE MUST ACCOMPANY THIS APPLICATION. CHECKS MAY BE MADE PAYABLE TO THE CITY OF NEW ROCHELLE

Effective Jan. 1, 2005 A \$315 Application Fee must accompany this Application.  
CHECKS MAY BE MADE PAYABLE TO THE CITY OF NEW ROCHELLE

CITY OF NEW ROCHELLE

NO. 5

**LOT MERGER**

On The Roll of 2022 for Taxes of 20 23

OWNER:

LOCATION:

28 South Division Owner LLC  
Division Street

	Block	Lot	Acreage	Land AV	Bldg AV	Total AV
1	414	4	0.08	15,550	- 0 -	15,550
2	414	5	0.08	9,800	- 0 -	9,800
3	414	6	0.09	10,650	- 0 -	10,650
4	414	8*	0.811	37,350	2,650	40,000
5	414	p/o 9	0.12	-	-	0
6						
7						
8						
9						
10						

REASON FOR MERGER:

Construction of a new mixed-use development

I CONFIRM THAT TITLES TO ALL THE PROPERTIES TO BE MERGED ARE HELD IN THE NAME OF THE OWNER STATED BELOW.

SIGNATURE OF OWNER / REPRESENTATIVE

*Todd Rechler*  
28 South Division Owner LLC

Todd Rechler  
Authorized Person

FEE PAID \$315 1/12/22 PMP

--- OFFICIAL USE ONLY ---

**NEW DESIGNATION**

BLOCK	LOT	Acreage	Land AV	Bldg AV	TOTAL
414	4	1.06	73,350	2,650	76,000
ASSESSOR			INITIAL		DATE
BUILDING OFFICIAL			PMP		1/19/2022
RPS					
MAP CHANGES					
DEED / BUILDING CARDS					

\*Lot 8 FKA Lot 8.01; p/o Lot 9 FKA Lot 9.01 MERGER APPLICATION

DEL BELLO DONNELLAN WEINGARTEN WISE & WIEDERKEHR, LLP DISBURSEMENT ACCOUNT  
1/12/2022 City of New Rochelle

13857

Invoice Date	Invoice No.	Description	Amount
	0162720-038	RXR Realty: 28 South Division Owner - General Consulting	
1/12/2022	01122022	RXR Realty: 28 South Division Owner - General Consulting	315.00

Total: 315.00

**CITY OF NEW ROCHELLE, NY**  
**OFFICIAL RECEIPT**

49512

DATE 1/20/2022

RECEIVED FROM Del Bello, Donnellan \$ 315.00

Three hundred fifteen dollars & no/100 DOLLARS

FOR mega application 28 South Division St.

AMOUNT OF ACCOUNT ☐ CASH ☒ CHECK

RECEIPT

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.



\*612943619DED0025\*

## Westchester County Recording & Endorsement Page

Prepared: 1/4/2022 5:25:45 PM

### Submitter Information

Name: Prime X Settlement Services LLC Phone: 631-488-5131  
Address 1: 50 Charles Lindbergh Blvd., Suite 600B Fax:  
Address 2: Email: christina.catalano@primexitleagency.cc  
City/State/Zip: Unlondale NY 11553 Reference for Submitter: NRIDA - RXR Tower B

### Document Details

Control Number: 612943619 Document Type: Deed (DED)  
Package ID: 2020071700185001000 Document Page Count: 7 Total Page Count: 8

### Parties

☐ Additional Parties on Continuation page

1st PARTY 2nd PARTY  
1: CITY OF NEW ROCHELLE CORP FOR LOCAL DVLPMNT - Other 1: 28 SOUTH DIVISION OWNER LLC - Other  
2: 2:

### Property

☐ Additional Properties on Continuation page

Street Address: 50 CLINTON PLACE Tax Designation: 2-414-8  
City/Town: NEW ROCHELLE Village:

### Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: RP-5217 2: TP-584

### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$40.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$250.00  
TP-584 Filing Fee: \$5.00  
RPL 291 Notice Fee: \$0.00  
Total Recording Fees Paid: \$335.00

### Transfer Taxes

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

### Mortgage Taxes

Document Date:  
Mortgage Amount: \$0.00  
  
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 #:

### Record and Return To

☐ Pick-up at County Clerk's office

Prime X Settlement Services  
50 Charles Lindbergh Blvd, Suite 600B  
Suite 600b  
Unlondale, NY 11553  
Attn: Jesse Iadanza

5

Pt 70064  
re cond 9

**BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS**

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CITY OF NEW ROCHELLE CORPORATION  
FOR LOCAL DEVELOPMENT,  
a New York local development corporation

TO

28 SOUTH DIVISION OWNER LLC  
a Delaware limited liability company

SECTION: 2  
BLOCK: 414  
LOT: 8 (f/k/a Lot 8.01)  
CITY: New Rochelle  
COUNTY: Westchester

RETURN BY MAIL TO:

DeBello Donnellan Weingarten Wise & Wiederkehr, LLP  
One North Lexington Avenue, Floor 11  
White Plains, New York 10601  
Attn: Heidi M. Winslow, Esq.

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS**

**THIS INDENTURE**, made as of the 21 day of December, 2021

**BETWEEN** CITY OF NEW ROCHELLE CORPORATION FOR LOCAL DEVELOPMENT, a New York local development corporation having an address at 515 North Avenue, New Rochelle, New York 10801 ("Grantor"), and 28 SOUTH DIVISION OWNER LLC, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556 ("Grantee"),

**WITNESSETH**, that the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

**ALL** of the buildings and improvements erected on that certain plot, piece or parcel of land, situate, lying and being in City of New Rochelle, County of Westchester, State of New York, more particularly described on Exhibit A attached hereto and hereby made part hereof.

**BEING**, and intended to be the same premises acquired by Grantor from the City of New Rochelle by a certain deed dated December 21, 2021 which is intended to be recorded prior to the recordation of this deed;

**TOGETHER** with all right, title and interest, if any, of the Grantor 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 Grantor in and to said premises;

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

**AND** the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises has been encumbered in any way whatever, except as aforesaid.

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

**AND** said premises are sold subject to the following covenants and conditions: that the Grantee, for itself and its successors and/or assigns, does hereby represent, warrant, covenant and agree to and with Grantor, its successors and/or assigns, that Grantee, for itself and its successors and/or assigns, shall: (a) comply with all Federal, State of New York, City of New Rochelle and local laws, in effect from time to time, prohibiting discrimination or segregation by reason or race, creed, color, national origin, age, gender, sexual orientation, marital status or disability in the

sale, lease or rental or in the use or occupancy of the premises conveyed hereby or of any improvements erected or to be erected thereon, or any part thereof, (b) comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards, and (c) not effect or execute any agreement, lease, conveyance or other instrument whereby the premises conveyed hereby or any part thereof is restricted upon the basis of race, creed, color, national origin, age, gender, sexual orientation, marital status or disability in the sale, lease or occupancy thereof, and that these covenants and restrictions shall be binding on and enforceable against Grantee, and each and every successor and/or assign of Grantee (including, without limitation, all subsequent owners of all or any portion of the premises, all tenants, licensees, occupants and/or users of all or any portion thereof), shall run with the land in perpetuity, and shall inure to the benefit of Grantor, its successors and/or assigns.

AND in amplification, and not in restriction of, the provisions of this deed, it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided herein, and the United States shall be deemed a beneficiary of the covenant provided herein, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided.

The words "Grantor" and "Grantee" shall be construed as if it read "Grantors" and "Grantees" whenever the sense of this indenture so requires.


[The remainder of this page is intentionally left blank.]

[Signature page follows]

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this deed the day and year first above written.


GRANTOR:

CITY OF NEW ROCHELLE CORPORATION  
FOR LOCAL DEVELOPMENT,  
a New York local development corporation

By:   
Name: Adam Salgado  
Title: Exec Director

GRANTEE:

28 SOUTH DIVISION OWNER LLC, a  
Delaware limited liability company

By:   
Name: Todd Rechler  
Title: Authorized Person

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

On the 9th day of December in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Adam Sugach personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Signature and Office of individual taking  
acknowledgement

My Commission Expires 05-20-2023  
Qualified in Westchester County  
No. 01HE6391896  
NOTARY PUBLIC-STATE OF NEW YORK  
MICHELE L. HERING

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF New York )

On the 23rd day of November in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Todd Reckley personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]  
Signature and Office of individual taking  
acknowledgement

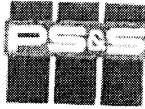
JOHN P FLANAGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02FL6399279  
Qualified in Queens County  
My Commission Expires 10-15-2023

[Bargain and Sale Deed City of New Rochelle Corporation for Local Development to 28 South Division Owner LLC]

**EXHIBIT A**

**Legal Description**

1511454



SECTION 2, BLOCK 414, PART OF PROPOSED LOT 8 (f/k/a Lot 8.01)  
CITY OF NEW ROCHELLE  
WESTCHESTER COUNTY  
NEW YORK

**BEGINNING** at a point in the easterly right of way line of Division Street South (variable width R.O.W.) said point being distant of 208.58 feet on a bearing of South 36°15'25" East from the southwesterly corner of Section 2, Block 414, Proposed Lot 9 and running thence;

Education:

Energy Utility

Healthcare

Public Works

Real Estate

Science & Technology

1. Leaving said easterly right-of-way line of Division Street South, North 53°41'14" East, a distance of 208.59 feet to a point in the westerly right-of-way line of Church Street (variable width R.O.W.), thence;
2. Along the westerly right-of-way line, South 36°08'43" East, a distance of 174.12 feet to a point, thence;
3. Leaving the westerly right-of-way line, South 53°05'18" West, a distance of 108.73 feet to a point, thence;
4. North 36°42'04" West, a distance of 11.87 feet to a point, thence;
5. South 53°05'11" West, a distance of 99.45 feet to a point in the easterly right-of-way line of Division Street South (variable width R.O.W.), thence;
6. Along the easterly right-of-way line, North 36°15'25" West, a distance of 164.44 feet to the **POINT OF BEGINNING**.

Containing an area of 35,337 square feet or 0.811 acres more or less.

Being a portion of Section 2, Block 414, Proposed Lot 8 (f/k/a Lot 8.01) as shown on a map entitled "Corrected Minor Subdivision Plat, Church & Division Redevelopment, Section 2, Block 414, Lot 8 (f/k/a Lot 8.01) and Lot 9 (f/k/a Lot 8), City of New Rochelle, Westchester County, New York," prepared by Paulus, Sokolowski and Sartor P.C., dated 11/04/2021 and revised to 10/04/2021, and recorded in the County Clerk's Office of the County of Westchester on 11/11/2021 as Filed Map 29594

Jaroslava Vondra  
Professional Land Surveyor  
NY License No. 050533  
November 11, 2021

3 Mountainview Road  
PO Box 4039  
Warren, NJ 07058

t. 732.560.0700

www.psands.com

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.



\*613334135DED001T\*

## Westchester County Recording & Endorsement Page

Prepared: 1/4/2022 5:34:27 PM

### Submitter Information

Name: Prime X Settlement Services LLC Phone: 631-488-6131  
Address 1: 50 Charles Lindbergh Blvd., Suite 600B Fax:  
Address 2: Email: christina.catalano@primexitleagency.cc  
City/State/Zip: Uniondale NY 11553 Reference for Submitter: NRIDA - RXR Tower B

### Document Details

Control Number: 613334135 Document Type: Deed (DED)  
Package ID: 2020071700185001000 Document Page Count: 6 Total Page Count: 8

### Parties

☐ Additional Parties on Continuation page

1st PARTY 2nd PARTY  
1: 28 SOUTH DIVISION OWNER LLC - Other 1: 28 SOUTH DIVISION OWNER LLC - Other  
2: 2:

### Property

☒ Additional Properties on Continuation page

Street Address: 50 CLINTON PLACE Tax Designation: 2-414-8  
City/Town: NEW ROCHELLE Village:

### Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: RP-5217 2: TP-584

#### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$35.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$250.00  
TP-584 Filing Fee: \$5.00  
RPL 291 Notice Fee: \$0.00  
Total Recording Fees Paid: \$330.00

#### Transfer Taxes

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

#### Mortgage Taxes

Document Date:  
Mortgage Amount: \$0.00  
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 #:

### Record and Return To

☐ Pick-up at County Clerk's office

Prime X Settlement Services  
50 Charles Lindbergh Blvd, Suite 600B  
Suite 600b  
Uniondale, NY 11553  
Attn: Jesse Iadanza

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.

**\*613334135DED001T\***

**Westchester County Recording & Endorsement Page**

**Prepared: 1/4/2022 5:34:27 PM**

**Document Details**

**Control Number: 613334135**

**Document Type: Deed (DED)**

**Package ID: 2020071700185001000**

**Document Page Count: 6**

**Total Page Count: 6**

**Properties Addendum**

55 CLINTON PLACE 10801

NEW ROCHELLE

2 414 9-portion

16

PK 70064  
Record 15

**CONFIRMATORY DEED**

---

28 SOUTH DIVISION OWNER LLC,  
a Delaware limited liability company

TO

28 SOUTH DIVISION OWNER LLC,  
a Delaware limited liability company

SECTION: 2  
BLOCK: 414  
LOT: 8 (flk/a Lot 8.01) and plo lot 9  
CITY: New Rochelle  
COUNTY: Westchester

RETURN BY MAIL TO:

DelBello Donnellan Weingarten Wise & Wiederkehr, LLP  
One North Lexington Avenue, Floor 11  
White Plains, New York 10601  
Attn: Heidi M. Winslow, Esq.

## CONFIRMATORY DEED

THIS INDENTURE, made as of the 21 day of December, 2021

**BETWEEN 28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza Uniondale, New York 11556 ("Grantee"), and **28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556 ("Grantor"),

**WHEREAS, CITY OF NEW ROCHELLE CORPORATION FOR LOCAL DEVELOPMENT ("NRCLD")**, a New York local development corporation having an address at 515 North Avenue, New Rochelle, New York 10801, conveyed to **28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, pursuant to that certain Bargain and Sale Deed with covenants against grantor's acts dated December 21, 2021 and recorded simultaneously herewith (the "Majority Portion Deed"), all of the buildings and improvements erected on that certain plot, piece or parcel of land, situate, lying and being in City of New Rochelle, County of Westchester, State of New York, more particularly described on Exhibit A attached to and thereby made part of the Majority Portion Deed (the "Majority Portion of Premises");

**WHEREAS, RXR CHURCH-DIVISION TOWER A HOLDINGS LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, conveyed to **28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, pursuant to that certain Bargain and Sale Deed with covenants against grantor's acts dated December 21, 2021 and recorded simultaneously herewith (the "Air Parcel Portion Deed"), more particularly described on Exhibit A attached to and thereby made part of the Air Parcel Portion Deed (the "Air Parcel Portion of Premises", and together with the Majority Portion of Premises, the "Premises");

**WHEREAS**, this confirmatory deed is intended to confirm the description of the entirety of the Premises inclusive of both the Majority Portion of Premises and the Air Parcel Portion of Premises, which is correctly and more particularly described on Exhibit A attached hereto and hereby made part hereof, which, collectively, comprise all of that certain parcel now commonly known as 50 Clinton Place, New Rochelle, New York (Section 2, Block 414, Lot 8 (f/k/a Lot 8.01)).

**WITNESSETH**, that the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

**ALL** of the buildings and improvements erected on that certain plot, piece or parcel of land, situate, lying and being in City of New Rochelle, County of Westchester, State of New York, more particularly described on Exhibit A attached hereto and hereby made part hereof.

**TOGETHER** with all right, title and interest, if any, of the Grantor 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 Grantor in and to said premises;

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

**AND** the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises has been encumbered in any way whatever, except as aforesaid.

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

Being and intended to be the same premises conveyed to 28 SOUTH DIVISION OWNER LLC by each of the Majority Portion Deed and the Air Parcel Portion Deed.

The words "Grantor" and "Grantee" shall be construed as if it read "Grantors" and "Grantees" whenever the sense of this indenture so requires.

[The remainder of this page is intentionally left blank.]

[Signature page follows]

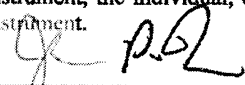
IN WITNESS WHEREOF, this deed has been duly executed as of the day and year first above written.

28 SOUTH DIVISION OWNER LLC, a  
Delaware limited liability company

By:   
Name: David Frank  
Title: Authorized Person

STATE OF NEW YORK )  
COUNTY OF New York ) ss.:

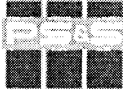
On the 2<sup>nd</sup> day of December in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared David Frank personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Signature and Office of individual taking  
acknowledgement

JOHN P. FLANAGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02FL8398278  
Qualified in Queens County  
My Commission Expires 10-15-2023

[Confirmatory Bargain and Sale Deed – 28 SOUTH DIVISION OWNER LLC (LOT 8)]

**EXHIBIT A**  
**Legal Description**



**SECTION 2, BLOCK 414, PROPOSED LOT 8 (l/k/a Lot 8.01)**  
**AT AND ABOVE ELEVATION 100'**  
**CITY OF NEW ROCHELLE**  
**WESTCHESTER COUNTY**  
**NEW YORK**

**Education** BEGINNING at a point in the easterly right of way line of Division Street South (variable width R.O.W.) said point being distant of 183.58 feet on a bearing of South 36°15'25" East from the southwesterly corner of Section 2, Block 414, Proposed Lot 9 and running thence;

**Energy Utility**

**Healthcare** 1. Leaving said easterly right-of-way line of Division Street South, North 53°41'14" East, a distance of 208.59 feet to a point in the westerly right-of-way line of Church Street (variable width R.O.W.), thence;

**Public Works**

**Real Estate** 2. Along the westerly right-of-way line, South 36°08'43" East, a distance of 199.12 feet to a point, thence;

**Science & Technology** 3. Leaving the westerly right-of-way line, South 53°05'18" West, a distance of 108.73 feet to a point, thence;

4. North 36°42'04" West, a distance of 11.87 feet to a point, thence;

5. South 53°05'11" West, a distance of 99.45 feet to a point in the easterly right-of-way line of Division Street South (variable width R.O.W.), thence;

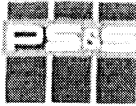
6. Along the easterly right-of-way line, North 36°15'25" West, a distance of 189.44 feet to the **POINT OF BEGINNING**.

Containing an area of 40,553 square feet or 0.931 acres more or less.

Being same as Section 2, Block 414, Proposed Lot 8 (l/k/a Lot 8.01) at and above elevation 100' as shown on a map entitled "Corrected Minor Subdivision Plat, Church & Division Redevelopment, Section 2, Block 414, Lot 8 (l/k/a Lot 8.01) and Lot 9 (l/k/a Lot 8), City of New Rochelle, Westchester County, New York," prepared by Paulus, Sokolowski and Sartor P.C., dated 11/04/2019 and revised to 10/04/2021, and recorded in the County Clerk's Office of the County of Westchester on 1/4/21 as Filed Map 29594

3 Mountainview Road  
PO Box 4029  
Worms, NJ 07089  
t. 732.560.9700  
[www.psands.com](http://www.psands.com)

Jaroslava Vonder  
Professional Land Surveyor  
NY License No. 050533  
October 11, 2021



**SECTION 2, BLOCK 414, PROPOSED LOT 8 (f/k/a Lot 8.01)  
BELOW ELEVATION 100'  
CITY OF NEW ROCHELLE  
WESTCHESTER COUNTY  
NEW YORK**

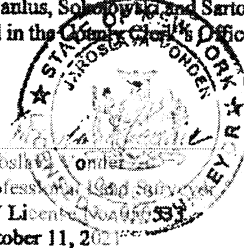
**BEGINNING** at a point in the easterly right of way line of Division Street South (variable width R.O.W.) said point being distant of 208.58 feet on a bearing of South 36°15'25" East from the southwesterly corner of Section 2, Block 414, Proposed Lot 9 and running thence;

1. Leaving said easterly right-of-way line of Division Street South, North 53°41'14" East, a distance of 208.59 feet to a point in the westerly right-of-way line of Church Street (variable width R.O.W.), thence;
2. Along the westerly right-of-way line, South 36°08'43" East, a distance of 174.12 feet to a point, thence;
3. Leaving the westerly right-of-way line, South 53°05'18" West, a distance of 108.73 feet to a point, thence;
4. North 36°42'04" West, a distance of 11.87 feet to a point, thence;
5. South 53°05'11" West, a distance of 99.45 feet to a point in the easterly right-of-way line of Division Street South (variable width R.O.W.), thence;
6. Along the easterly right-of-way line, North 36°15'25" West, a distance of 164.44 feet to the **POINT OF BEGINNING**.

Containing an area of 35,337 square feet or 0.811 acres more or less.

Being same as Section 2, Block 414, Proposed Lot 8 (f/k/a Lot 8.01) below elevation 100' as shown on a map entitled "Corrected Minor Subdivision Plat, Church & Division Redevelopment, Section 2, Block 414, Lot 8 (f/k/a Lot 8.01) and Lot 9 (f/k/a Lot 8), City of New Rochelle, Westchester County, New York," prepared by Panlus, Sokolowicz and Sartor P.C., dated 11/04/2019 and revised to 10/04/2021, and recorded in the County Clerk's Office of the County of Westchester on 12/4/21 as Filed Map 29744

Jaroslav J. Jander  
Professional Land Surveyor  
NY License No. 100333  
October 11, 2021





\*613343138DED002W\*

## Westchester County Recording & Endorsement Page

Prepared: 1/4/2022 6:35:43 PM

### Submitter Information

Name: Prime X Settlement Services LLC Phone: 631-488-5131  
Address 1: 50 Charles Lindbergh Blvd., Suite 600B Fax:  
Address 2: Email: christina.catalano@primextitleagency.cc  
City/State/Zip: Unlondale NY 11553 Reference for Submitter: NRIDA - RXR Tower B

### Document Details

Control Number: 613343138 Document Type: Deed (DED)  
Package ID: 2020071700185001000 Document Page Count: 9 Total Page Count: 11

### Parties

☐ Additional Parties on Continuation page

#### 1st PARTY

#### 2nd PARTY

1: 28 SOUTH DIVISION OWNER LLC - Other 1: 28 SOUTH DIVISION OWNER LLC - Other  
2: 2:

### Property

☒ Additional Properties on Continuation page

Street Address: 50 CLINTON PLACE Tax Designation: 2-414-B  
City/Town: NEW ROCHELLE Village:

### Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: RP-5217 2: TP-584

### Recording Fees

Statutory Recording Fee: \$40.00  
Page Fee: \$50.00  
Cross-Reference Fee: \$0.00  
Mortgage Affidavit Filing Fee: \$0.00  
RP-5217 Filing Fee: \$250.00  
TP-584 Filing Fee: \$5.00  
RPL 291 Notice Fee: \$0.00  
Total Recording Fees Paid: \$345.00

### Mortgage Taxes

Document Date:  
Mortgage Amount: \$0.00  
  
Basic: \$0.00  
Westchester: \$0.00  
Additional: \$0.00  
MTA: \$0.00  
Special: \$0.00  
Yonkers: \$0.00  
Total Mortgage Tax: \$0.00

### Transfer Taxes

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

Dwelling Type: Exempt: ☐  
Serial #:

### Record and Return To

☐ Pick-up at County Clerk's office

Prime X Settlement Services  
50 Charles Lindbergh Blvd, Suite 600B  
Suite 600b  
Unlondale, NY 11553  
Attn: Jesse Iadanza

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.

**\*613343138DED002W\***

**Westchester County Recording & Endorsement Page**

Prepared: 1/4/2022 5:35:43 PM

**Document Details**

Control Number: **613343138**

Document Type: **Deed (DED)**

Package ID: 2020071700185001000

Document Page Count: 9

Total Page Count: 11

**Properties Addendum**

42 DIVISION STREET SOUTH 10801	NEW ROCHELLE	2 414 6
44 DIVISION STREET SOUTH 10801	NEW ROCHELLE	2 414 5
48 DIVISION STREET SOUTH 10801	NEW ROCHELLE	2 414 4
55 CLINTON PLACE 10801	NEW ROCHELLE	2 414 9-portion

PX 70064  
Record 11

**CONFIRMATORY DEED**

---

28 SOUTH DIVISION OWNER LLC,  
a Delaware limited liability company

TO

28 SOUTH DIVISION OWNER LLC,  
a Delaware limited liability company

SECTION: 2  
BLOCK: 414  
LOTS: 4, 5, 6, 8 (f/k/a Lot 8.01), and part of 9 (f/k/a Lot 8)  
CITY: New Rochelle  
COUNTY: Westchester

RETURN BY MAIL TO:

DelBello Donnellan Weingarten Wise & Wiederkehr, LLP  
One North Lexington Avenue, Floor 11  
White Plains, New York 10601  
Attn: Heidi M. Winslow, Esq.

## **CONFIRMATORY DEED**

**THIS INDENTURE**, made as of the 21 day of December, 2021

**BETWEEN 28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza Uniondale, New York 11556 ("Grantee"), and **28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556 ("Grantor"),

**WHEREAS, CITY OF NEW ROCHELLE CORPORATION FOR LOCAL DEVELOPMENT ("NRCLD")**, a New York local development corporation having an address at 515 North Avenue, New Rochelle, New York 10801, conveyed to **28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, pursuant to that certain Bargain and Sale Deed with covenants against grantor's acts dated December 21, 2021 and recorded simultaneously herewith (the "Municipal Parcel Deed"), all of the buildings and improvements erected on that certain plot, piece or parcel of land, situate, lying and being in City of New Rochelle, County of Westchester, State of New York, more particularly described on Exhibit A attached to and thereby made part of the Municipal Parcel Deed (the "Municipal Parcel Premises");

**WHEREAS, RXR CHURCH-DIVISION TOWER A HOLDINGS LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, conveyed to **28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, pursuant to that certain Bargain and Sale Deed with covenants against grantor's acts dated December 21, 2021 and recorded simultaneously herewith (the "Air Parcel Deed"), more particularly described on Exhibit A attached to and thereby made part of the Air Parcel Deed (the "Air Parcel Premises");

**WHEREAS, 28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, as both Grantee and Grantor, previously submitted a certain Confirmatory Deed dated December 21, 2021 and recorded simultaneously herewith (the "Municipal Parcel/Air Parcel Confirmatory Deed") which confirmed that the lands described on Exhibit A attached to and thereby made part of the Municipal Parcel/Air Parcel Confirmatory Deed described the entirety of the Municipal Parcel Premises and the Air Parcel Premises, being the entirety of that certain parcel now commonly known as 50 Clinton Place, New Rochelle, New York (Section 2, Block 414, Lot 8 (f/k/a Lot 8.01) and a portion of Lot 9 (f/k/a Lot 8) (the "Municipal Parcel/Air Parcel Premises");

**WHEREAS, 42 & 48 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, conveyed to **28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, pursuant to that certain Bargain and Sale Deed with covenants against grantor's acts December 21, 2021 and recorded simultaneously herewith (the "Lot 4 Deed"), more particularly described on Exhibit A attached to and thereby made part of the Lot 4 Deed (the "Lot 4 Premises");

**WHEREAS, 44 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, conveyed to **28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, pursuant to that certain Bargain and Sale Deed with covenants against grantor's acts dated December 21, 2021 and recorded simultaneously herewith (the "Lot 5 Deed"), more particularly described on Exhibit A attached to and thereby made part of the Lot 5 Deed (the "Lot 5 Premises");

**WHEREAS, 42 & 48 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, conveyed to **28 SOUTH DIVISION OWNER LLC**, a Delaware limited liability company having an address at 625 RXR Plaza, Uniondale, New York 11556, pursuant to that certain Bargain and Sale Deed with covenants against grantor's acts dated December 21, 2021 and recorded simultaneously herewith (the "Lot 6 Deed"), more particularly described on Exhibit A attached to and thereby made part of the Lot 6 Deed (the "Lot 6 Premises", and together with the Municipal Parcel/Air Parcel Premises (being, collectively, the Municipal Parcel Premises and the Air Parcel Premises), the Lot 4 Premises and the Lot 5 Premises, collectively, the "Premises");

**WHEREAS**, this confirmatory deed is intended to confirm the description of the entirety of the Premises inclusive of all of the Municipal Parcel/Air Parcel Premises (being, collectively, the Municipal Parcel Premises and the Air Parcel Premises), the Lot 4 Premises, the Lot 5 Premises and the Lot 6 Premises which is correctly and more particularly described on Exhibit A attached hereto and hereby made part hereof, which, collectively, comprise all of those certain parcels now commonly known as 50 Clinton Place, New Rochelle, New York (Section 2, Block 414, Lot 8 (f/k/a old Lot 8.01) and part of Lot 9 (f/k/a old Lot 8), 42 South Division Street, New Rochelle, New York (Section 2, Block 414, Lot 6), 44 South Division Street, New Rochelle, New York (Section 2, Block 414, Lot 5) and 48 South Division Street, New Rochelle, New York (Section 2, Block 414, Lot 4), and which all said parcels may be combined into a merged lot with a single tax lot designation following the date hereof and to be collectively known as 50 Clinton Place, New Rochelle, New York.

**WITNESSETH**, that the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee forever,

**ALL** of the buildings and improvements erected on that certain plot, piece or parcel of land, situate, lying and being in City of New Rochelle, County of Westchester, State of New York, more particularly described on Exhibit A attached hereto and hereby made part hereof.

**TOGETHER** with all right, title and interest, if any, of the Grantor 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 Grantor in and to said premises;

**TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

**AND** the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises has been encumbered in any way whatever, except as aforesaid.

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

Being and intended to be the same premises conveyed to 28 SOUTH DIVISION OWNER LLC by each of the Municipal Parcel Deed, the Air Parcel Deed, the Lot 4 Deed, the Lot 5 Deed and the Lot 6 Deed.

The words "Grantor" and "Grantee" shall be construed as if it read "Grantors" and "Grantees" whenever the sense of this indenture so requires.

[The remainder of this page is intentionally left blank.]

[Signature page follows]

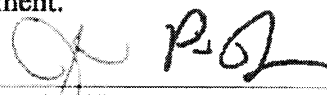
IN WITNESS WHEREOF, this deed has been duly executed as of the day and year first above written.

28 SOUTH DIVISION OWNER LLC, a  
Delaware limited liability company

By:   
Name: David Frank  
Title: Authorized Person

STATE OF NEW YORK )  
COUNTY OF New York ) ss.:

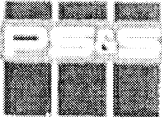
On the 2<sup>nd</sup> day of December in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared David Frank personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Signature and Office of individual taking  
acknowledgement

JOHN P. FLANAGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02FL6399279  
Qualified in Queens County  
My Commission Expires 10-15-2023

[Confirmatory Bargain and Sale Deed 28 SOUTH DIVISION OWNER LLC  
(DEVELOPMENT PARCEL)]

**EXHIBIT A**  
**Legal Description**



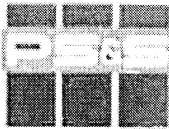
**SECTION 2, BLOCK 414, PROPOSED LOT 8 (1/4 of Lot 8.01),  
LOT 4, LOT 5, & LOT 6  
AT AND ABOVE ELEVATION 100'  
CITY OF NEW ROCHELLE  
WESTCHESTER COUNTY  
NEW YORK**

- Education** **BEGINNING** at a point in the easterly right of way line of Division Street South (variable width R.O.W.) said point being distant of 305.38 feet on a bearing of South 36°15'25" East from the intersection with the easterly right-of-way line of Main Street (66' wide R.O.W.) and running thence.
- Energy Utility**
- Healthcare**
- Public Works**
- Rail Rights**
- Science & Technology**
1. Leaving said easterly right-of-way line of Division Street South, North 53°41'14" East, a distance of 208.59 feet to a point in the westerly right-of-way line of Church Street (variable width R.O.W.), thence;
  2. Along the westerly right-of-way line, South 36°08'43" East, a distance of 199.12 feet to a point, thence;
  3. Leaving said westerly right-of-way line, South 53°05'18" West, a distance of 108.73 feet to a point marked by a capped pipe found at the southwest corner of Lot 51, Block 414, thence;
  4. Along the westerly line of Lot 51, Block 414 South 36°42'47" East, a distance of 87.98 feet to a point, thence;
  5. South 44°41'34" West, a distance of 101.42 feet to a point in the easterly right-of-way line of Division Street South (variable width R.O.W.), thence;
  6. Along the easterly right-of-way line, North 36°15'25" West, a distance of 304.10 feet to the **POINT OF BEGINNING**.

Containing an area of 51,257 square feet or 1.180 acres more or less.

Being same as (i) all of Section 2, Block 414, Proposed Lot 8 (1/4 of Lot 8.01) at and above elevation 100' as shown on a map entitled "Corrected Minor Subdivision Plat, Church & Division Redevelopment, Section 2, Block 414, Lot 8 (1/4 of Lot 8.01) and Lot 9 (1/4 of Lot 8), City of New Rochelle, Westchester County, New York," prepared by Paulus, Sokolowski and Sartor P.C., dated 11/04/2019 and revised to 10/04/2021, and recorded in the County Clerk's Office of the County of Westchester as Sheet \_\_\_\_\_, Block \_\_\_\_\_, and being all of the lands at and above elevation 100' described in that certain Confirmatory Deed made by 28 South Division Owner LLC as grantor, to 28 South Division Owner LLC, as grantee, dated December 21, 2021 and recorded in the County Clerk's Office of the County of Westchester on January 4, 2022 in Control No. \_\_\_\_\_, (ii) portion of Lot 4 (Section 2, Block 414), being all of the lands at and above elevation 100' described in that certain Bargain and Sale Deed With Covenants Against Grantor's Acts

# 72/21/21  
Map 24544




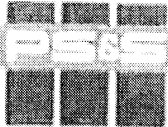
made by 42 & 48 South Division Owner, as grantor, to 28 South Division Owner LLC, as grantee, dated December 21, 2021 and recorded in the County Clerk's Office of the County of Westchester on January 14, 2022 in Control No. \_\_\_\_\_

(iii) portion of Lot 5 (Section 2, Block 414), being all of the lands at and above elevation 100' described in that certain Bargain and Sale Deed With Covenants Against Grantor's Acts made by 44 South Division Owner, as grantor, to 28 South Division Owner LLC, as grantee, dated December 21, 2021 and recorded in the County Clerk's Office of the County of Westchester on January 14, 2022 in Control No. \_\_\_\_\_

and (iv) portion of Lot 6 (Section 2, Block 414), being all of the lands at and above elevation 100' described in that certain Bargain and Sale Deed With Covenants Against Grantor's Acts made by 42 & 48 South Division Owner, as grantor, to 28 South Division Owner LLC, as grantee, dated December 21, 2021 and recorded in the County Clerk's Office of the County of Westchester on January 14, 2022 in Control No. \_\_\_\_\_

Being Lots 4, 5, 6, 8 (f.k.a Lot 8.01) at and above elevation 100' as shown on a map entitled "Survey of Development Site Lots 4, 5, 6 & 8" for Project Church and Division Redevelopment, Section 2, Block 414, Lot 8 (f.k.a. Lot 8.01), Lot 6, Lot 5, Lot 4, City of New Rochelle, Westchester County, New York" prepared by Paul J. Goldweber and Sartor, P.C., dated 10/4/2021.

  
Jacob V. Under  
Professional Engineer  
NY License No. 103533  
November 11, 2021



SECTION 2, BLOCK 414,  
PROPOSED LOT 8 (f/k/a 8.01), LOT 4, LOT 5, & LOT 6  
BELOW ELEVATION 100'  
CITY OF NEW ROCHELLE  
WESTCHESTER COUNTY  
NEW YORK

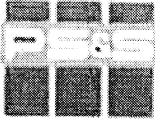
**BEGINNING** at a point in the easterly right of way line of Division Street South (variable width R.O.W.) said point being distant of 330.38 feet on a bearing of South 36°15'25" East from the intersection with the easterly right-of-way line of Main Street (66' wide R.O.W.) and running thence.

1. Leaving said easterly right-of-way line of Division Street South, North 53°41'14" East, a distance of 208.59 feet to a point in the westerly right-of-way line of Church Street (variable width R.O.W.), thence;
2. Along the westerly right-of-way line, South 36°08'43" East, a distance of 174.12 feet to a point, thence;
3. Leaving said westerly right-of-way line, South 53°05'18" West, a distance of 108.73 feet to a point marked by a capped pipe found at the southwest corner of Lot 51, Block 414, thence;
4. Along the westerly line of Lot 51, Block 414 South 36°42'47" East, a distance of 87.98 feet to a point, thence;
5. South 44°41'34" West, a distance of 101.42 feet to a point in the easterly right-of-way line of Division Street South (variable width R.O.W.), thence;
6. Along the easterly right-of-way line, North 36°15'25" West, a distance of 279.1 feet to the **POINT OF BEGINNING**.

Containing an area of 46,048 square feet or 1.057 acres more or less.

Being same as (i) all of Section 2, Block 414, Proposed Lot 8 (f/k/a Lot 8.01) below elevation 100' as shown on a map entitled "Corrected Minor Subdivision Plat, Church & Division Redevelopment, Section 2, Block 414, Lot 8 (f/k/a Lot 8.01) and Lot 9 (f/k/a Lot 8), City of New Rochelle, Westchester County, New York," prepared by Paulus, Sokolowski and Sartor P.C., dated 11/04/2019 and revised to 10/04/2021, and recorded in the County Clerk's Office of the County of Westchester as Sheet \_\_\_\_\_, Block \_\_\_\_\_, and being all of the lands below elevation 100' described in that certain Confirmatory Deed made by 28 South Division Owner LLC, as grantor, to 28 South Division Owner LLC, as grantee, dated December 21, 2021 and recorded in the County Clerk's Office of the County of Westchester on January 14, 2022 in Control No. \_\_\_\_\_, (ii) portion of Lot 4 (Section 2, Block 414), being all of the lands below elevation 100' described in that certain Bargain and Sale Deed With Covenants Against Grantor's Acts made by 42 & 48 South Division Owner, as grantor, to 28 South Division Owner LLC, as grantee, dated December 21, 2021 and recorded in the County Clerk's Office of the County of

12/2/21  
Map 29594



Westchester on Simultaneously herewith, 2021 in Control No. \_\_\_\_\_, (iii)  
portion of Lot 5 (Section 2, Block 414), being all of the lands below elevation 100' described  
in that certain Bargain and Sale Deed With Covenants Against Grantor's Acts made by 44  
South Division Owner, as grantor, to 28 South Division Owner LLC, as grantee, dated  
December 21, 2021 and recorded in the County Clerk's Office of the County of  
Westchester on Simultaneously herewith, 2021 in Control No. \_\_\_\_\_, (iv)  
portion of Lot 6 (Section 2, Block 414), being all of the lands below elevation 100' described  
in that certain Bargain and Sale Deed With Covenants Against Grantor's Acts made by 42  
& 48 South Division Owner, as grantor, to 28 South Division Owner LLC, as grantee, dated  
December 21, 2021 and recorded in the County Clerk's Office of the County of  
Westchester on Simultaneously herewith, 2021 in Control No. \_\_\_\_\_

Being Lots 4, 5, 6 & 8 (f.k.a Lot 8.01) below elevation 100' in Section 2, Block 141, as  
shown on a map entitled "Survey of Development Site Lots 4, 5, 6 & 8" for Project Church  
and Division Redevelopment, Section 2, Block 414, Lot 8 (f.k.a. Lot 8.01) of Lot 5, Lot  
4, City of New Rochelle, Westchester County, New York" prepared by Raulis, Sukolowski  
and Sartor, P.C., dated 10/4/2021.

Jaroslava Vonder  
Professional Land Surveyor  
NY License No. 0551833  
November 11, 2021