



Department of
Environmental
Conservation

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

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

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

☐

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:

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

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

c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes ☒ No ☐ Submitted on: N/A

☐

Amendment to modify description of the property(ies) listed in the existing BCA

☐

Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA

☐

Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.

☐

Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:

Carman Place Housing Development Fund Company, Inc. ("Carman HDFC") is now the title owner of the entire BCP Site as of March 30, 2023. In October 2022, an initial transfer of Lot 130 from Kev's Landscape & Tree Service LLC to 122-126 Bedell LLC occurred by Instrument No. 2022-112745. Please see Exhibit A. On March 30, 2023, the following deeds were recorded: (1) Lau Investment Group, Inc. to Carman HDFC, Instrument No. 2023-28401 (Lots 8, 9, 10, 111 and 116); (2) 122-126 Bedell LLC to Carman HDFC, Instrument No. 2023-26404 (Lots 129 and 130); (3) Lau Enterprises, Ltd. to Carman HDFC, Instrument No. 2023-26402 (Lots 131 and 132); and (4) RDUA Parcel 3 LLC to Carman HDFC, Instrument No. 2023-26403 (Lots 135 and 138). Please see Exhibit B. Carman HDFC is not being added to the BCA. A Site Access Agreement is attached as Exhibit C.

SECTION I: CURRENT AGREEMENT INFORMATION*This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: Carman Place Site	BCP SITE CODE: C130250
NAME OF CURRENT APPLICANT(S): Carman Place Apartments, LLC	
INDEX NUMBER OF AGREEMENT: C130250-12-22	DATE OF ORIGINAL AGREEMENT: 01/20/2023

SECTION II: NEW REQUESTOR INFORMATION*Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

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

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:		<input type="checkbox"/> Existing Applicant	<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Non-Applicant
OWNER'S NAME: Carman Place Housing Development Fund Company, Inc.			CONTACT: Lisa Kaseman	
ADDRESS: 1000 University Avenue, Suite 500				
CITY/TOWN: Rochester, New York			ZIP CODE: 14607	
PHONE: (585) 324-2556		EMAIL: lkaseman@coniferllc.com		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

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

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

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

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

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

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

ADDRESS:

CITY/TOWN

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

2. Requested change (check appropriate boxes below):

☐

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

☐

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

3. TOTAL REVISED SITE ACREAGE: _____

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

Y

☐

N

☐

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

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

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below?	<input type="radio"/>	<input type="radio"/>
<p>From ECL 27-1405(31):</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>		
5. Is the project and affordable housing project as defined below?	<input type="radio"/>	<input type="radio"/>
<p>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.</p>		

APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: Carman Place Site

BCP SITE CODE: C130250

NAME OF CURRENT APPLICANT(S): Carman Place Apartments, LLC

INDEX NUMBER OF AGREEMENT: C130250-12-22

DATE OF ORIGINAL AGREEMENT 01/20/2023

Declaration of Amendment:

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

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

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

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

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

Date: _____ Signature: _____

Print Name: _____

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Executive Vice President (title) of Conifer Realty, LLC, Sole member of Carman Place Apartments 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. Lisa M. Kaseman's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7-29-2024 Signature: Lisa M. KasemanPrint Name: Lisa M. Kaseman

PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

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

Effective Date of the Original Agreement: 01/20/2023

Signature by the Department:

DATED: 8/21/24NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Janet E. Brown, Assistant Director
Division of Environmental Remediation

EXHIBIT A

**** Electronically Filed Document ****

Instrument Number: 2022-112745

Recorded As: EX-D01 - RESIDENTIAL

Recorded On: November 23, 2022

Recorded At: 02:21:52 pm

Receipt Number: 2747573

Number of Pages: 4

Processed By: 001 MAC

Book-VI/Pg: Bk-D VI-14324 Pg-94

Total Rec Fee(s): \$1,910.00

** Examined and Charged as Follows **

01 - RESIDENTIAL DEED	\$ 60.00	EX-Blocks - Deeds - \$300	\$ 300.00	EX-DN - DEED NOTIFICATION	\$ 10.00
EX-RP5217 Residential Fee	\$ 125.00	EX-TP-584 Affidavit Fee	\$ 5.00		

	Tax Amount	Consid Amt	RS#/CS#		
Tax-Transfer	\$ 1410.00	\$ 352500.00	RE 9007	Basic	\$ 0.00
HEMPSTEAD				Local NY CITY	\$ 0.00
				Additional MTA	\$ 0.00
				Spec ASST	\$ 0.00
				Spec ADDL SONYMA	\$ 0.00
				Transfer	\$ 1410.00

Tax Charge: \$ 1410.00

Property Information:

Section	Block	Lot	Unit	Town Name
34	195	130		HEMPSTEAD

*****THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



Maureen O'Connell
County Clerk Maureen O'Connell

THIS INDENTURE, made the 28th day of October 2022,

BETWEEN

KEV'S LANDSCAPE & TREE SERVICE LLC, a New York limited liability company with an address of 2591 Stewart Avenue, Westbury, New York 11590,
party of the first part, and

122-126 BEDELL LLC, a New York limited liability company with an address of c/o Conifer, 20000 Horizon Way, Suite 180, Mount Laurel, New Jersey, 08054,
party of the second part,

WITNESSETH, that the party of the first part, in consideration of One (\$1.00) dollar lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

See Schedule A attached hereto:

This conveyance is made in the regular course of business actually conducted by the party of the first part and upon consent of all its stockholders

Premises known as Section 34, Block 195 and Lot 130 as shown on the Nassau County and Land Map.

For information only: 122 Bedell Street, Hempstead, New York, 11550.

Being and intended to be the same premises as conveyed by Referee's Deed in Foreclosure dated October 20, 2003 made by Elliot C. Winograd, Esq., Referee, and recorded November 7, 2003 in Liber 11692 Page 664.

The grantor herein is the same party which acquired title by deed recorded in Liber 11692 Page 664.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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" when ever the sense of this indenture so requires.

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

IN PRESENCE OF:



KEV'S LANDSCAPE & TREE SERVICE LLC
By: Kevin Seck, President

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

State of New York, County of Nassau

ss:

State of New York, County of

ss:

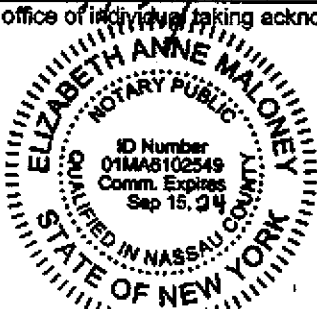
On the 28th day of October in the year 2022, before me, the undersigned, personally appeared KEVIN SECK personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)



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

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

(insert the City or other political subdivision) in (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. ECA46410

KEV'S LANDSCAPE & TREE SERVICE LLC
TO
122-126 BEDELL LLC

SECTION: 34
BLOCK: 195
LOT: 130
COUNTY OR TOWN: NASSAU
STREET ADDRESS: 122 BEDELL STREET
HEMPSTEAD, NEW YORK 11550

RETURN BY MAIL TO:

CANNON HEYMAN & WEISS, LLP
726 EXCHANGE STREET, SUITE 500
BUFFALO, NEW YORK 14210
ATTN: JULIE HADLEY

East Coast Abstract, Inc.

as authorized agent for:

Old Republic National Title Insurance Company

Schedule A Description - continued

Underwriter No. **OR-46410-N**

Title Number **ECA46410**

Page **2**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village and Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of line of Bedell Street in said Village, distant 156.77 feet westerly from the southwesterly corner of Main and Bedell Street;

RUNNING THENCE southerly along lands this day conveyed to Samuel Golden and parallel with the westerly side of Main Street, 50.00 feet to lands now or formerly of Mary E. Bedell;

RUNNING THENCE westerly along said last mentioned lands and parallel with the southerly side of Bedell Street, 40.00 feet to lands now or formerly of Charles E. Whitehouse;

RUNNING THENCE northerly along the last mentioned lands and again parallel with the westerly side of Main Street 50.00 feet to the southerly side of Bedell Street;

RUNNING THENCE easterly along the southerly side of Bedell Street 40.00 feet to the point or place of BEGINNING.

TOGETHER with an easement and right of way 10.00 feet in width in favor of the owner of the above described premises over and across the most westerly 10.00 feet of the premises immediately adjoining the above described premises on the east to be used as a driveway for ingress and egress from Bedell Street in common with the owner of the said adjoining premises on the east.

For Information only:

Premises known as 122 Bedell Street, Hempstead, N.Y. 11550

Section 34 Block 195 Lot 130

THIS INDENTURE, made the 28th day of October 2022,

BETWEEN

KEV'S LANDSCAPE & TREE SERVICE LLC, a New York limited liability company with an address of 2591 Stewart Avenue, Westbury, New York 11590,
party of the first part, and

122-126 BEDELL LLC, a New York limited liability company with an address of c/o Conifer, 20000 Horizon Way, Suite 180, Mount Laurel, New Jersey, 08054,
party of the second part,

WITNESSETH, that the party of the first part, in consideration of One (\$1.00) dollar lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

See Schedule A attached hereto:

This conveyance is made in the regular course of business actually conducted by the party of the first part and upon consent of all its stockholders

Premises known as Section 34, Block 195 and Lot 130 as shown on the Nassau County and Land Map.

For information only: 122 Bedell Street, Hempstead, New York, 11550.

Being and intended to be the same premises as conveyed by Referee's Deed in Foreclosure dated October 20, 2003 made by Elliot C. Winograd, Esq., Referee, and recorded November 7, 2003 in Liber 11692 Page 664.

The grantor herein is the same party which acquired title by deed recorded in Liber 11692 Page 664.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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" when ever the sense of this indenture so requires.

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

IN PRESENCE OF:



KEV'S LANDSCAPE & TREE SERVICE LLC
By: Kevin Seck, President

East Coast Abstract, Inc.

as authorized agent for:

Old Republic National Title Insurance Company

Schedule A Description

Underwriter No. **OR-46410-N**

Title Number **ECA46410**

Page **1**

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Town and Village of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Bedell Street in said Village distant 121.77 feet westerly from the southwesterly corner of Main and Bedell Streets;

RUNNING THENCE southerly along land of John R. McLean and parallel with the west side of Main Street fifty (50) feet to land of Mary E. Bedell;

RUNNING THENCE westerly along said Bedell's land parallel with the south side of Bedell Street, thirty-five (35) feet;

RUNNING THENCE northerly and again parallel with the west side of Main Street fifty (50) feet to the southerly side of Bedell Street;

RUNNING THENCE easterly along the southerly side of Bedell Street, thirty-five (35) feet to the point or place of BEGINNING.

SUBJECT to an easement and right of way 10.00 feet in width in favor of the owner of premises immediately adjoining the above described premises on the west over and across the westerly 10.00 feet of the premises immediately adjoining the above described premises on the west to be used as a driveway for ingress and egress from Bedell Street in common with the owner of the above premises.

For Information only:

Premises known as 126 Bedell Street, Hempstead, New York 11550
Section 34 Block 195 Lot 129

Continued On Next Page

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

State of New York, County of Nassau

ss:

State of New York, County of

ss:

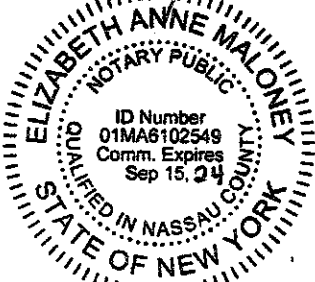
On the 28th day of October in the year 2022, before me, the undersigned, personally appeared KEVIN SECK personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

(signature and office of individual taking acknowledgment)



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

State (or District of Columbia, Territory, or Foreign Country) of

ss:

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the

_____ in _____
(Insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. ECA46410

KEV'S LANDSCAPE & TREE SERVICE LLC
TO
122-126 BEDELL LLC

SECTION: 34
BLOCK: 195
LOT: 130
COUNTY OR TOWN: NASSAU
STREET ADDRESS: 122 BEDELL STREET
HEMPSTEAD, NEW YORK 11550

RETURN BY MAIL TO:

CANNON HEYMAN & WEISS, LLP
726 EXCHANGE STREET, SUITE 500
BUFFALO, NEW YORK 14210
ATTN: JULIE HADLEY

**Combined Real Estate Transfer Tax Return,
Credit Line Mortgage Certificate, and
Certification of Exemption from the
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantor)	Social Security number (SSN)
<input type="checkbox"/> Individual	KEY'S LANDSCAPE & TREE SERVICE LLC	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	2591 STEWART AVENUE	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
<input type="checkbox"/> Single member LLC	WESTBURY NY 11590	11-3433677
<input checked="" type="checkbox"/> Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other	KEVIN SECK	071-52-1988
Grantee/Transferee	Name (if individual, last, first, middle initial) (<input type="checkbox"/> mark an X if more than one grantee)	SSN
<input type="checkbox"/> Individual	122-126 BEDELL LLC	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	c/o CONIFER, 20000 HORIZON WAY, SUITE 180	
<input type="checkbox"/> Estate/Trust	City State ZIP code	EIN
<input type="checkbox"/> Single member LLC	MOUNTLAUREL NJ 08054	
<input checked="" type="checkbox"/> Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
34-195-130	282013	122 BEDELL STREET	HEMPSTEAD	NASSAU

Type of property conveyed (mark an X in applicable box)

1 <input checked="" type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance <u>10</u> / <u>28</u> / <u>2022</u> month day year	Percentage of real property conveyed which is residential real property <u>100</u> % (see instructions)
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building		
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling		
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____		
5 <input type="checkbox"/> Commercial/industrial			

**Condition of conveyance
(mark an X in all that apply)**

a. <input checked="" type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.
This is to certify that: (mark an **X** in the appropriate box)



1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - e ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	manager _____ Title	 _____ Grantee signature	SVP _____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule B – Real estate transfer tax return (Tax Law Article 31)**Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	352500	00
2.	0	00
3.	352500	00
4.	1410	00
5.	0	00
6.	1410	00

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f ☐
- g. Conveyance consists of deed of partition..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k ☐

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

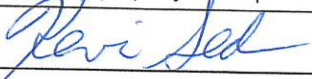
If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature 	Print full name Kevin Seck	Date 10/28/22
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

LLC Grantor or Grantee of 1 to 4 Family Residential property

This document is accompanying Form TP584 and is submitted in compliance with Tax Law Section 1409(a).

The ☐ Grantor ☒ Grantee is Kev's Landscapes & Tree Service, LLC XXXX

Tax Identification Number is 11-3433677

The names and business addresses of all members, managers, and any other authorized persons of such limited liability company are as follow:

[illegible]

New York Tax Law Section 1409(a)

LLC Grantor or Grantee of 1 to 4 Family Residential property

This document is accompanying Form TP584 and is submitted in compliance with Tax Law Section 1409(a).

The ☐ Grantor ☒ Grantee is 122-126 Bedell LLC ~~XEROX~~

Tax Identification Number is _____

The names and business addresses of all members, managers, and any other authorized persons of such limited liability company are as follow:

[illegible]

FOR COUNTY USE ONLY

INSTRUCTIONS(RP-5217-PDF-INS): www.orps.state.ny.us

C1. SWIS Code

C2. Date Deed Recorded

Month / Day / Year

C3. Book

C4. Page



New York State Department of
Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property
Location

122

* STREET NUMBER

BEDELL STREET

* STREET NAME

HEMPSTEAD

* CITY OR TOWN

HEMPSTEAD

VILLAGE

11550

* ZIP CODE

2. Buyer
Name

122-126 BEDELL LLC

* LAST NAME/COMPANY

FIRST NAME

LAST NAME/COMPANY

FIRST NAME

3. Tax
Billing
Address

Indicate where future Tax Bills are to be sent
if other than buyer address(at bottom of form)

LAST NAME/COMPANY

FIRST NAME

STREET NUMBER AND NAME

CITY OR TOWN

STATE

ZIP CODE

4. Indicate the number of Assessment
Roll parcels transferred on the deed

1

of Parcels

OR

☐

Part of a Parcel

(Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists

EXHIBIT B

**** Electronically Filed Document ****

Instrument Number: 2023-26401

Recorded As: EX-D12 - COMMERCIAL

Recorded On: May 04, 2023

Recorded At: 12:56:54 pm

Receipt Number: 2896663

Number of Pages: 6

Processed By: 001 AAR

Book-VI/Pg: Bk-D VI-14374 Pg-235

Total Rec Fee(s): \$625.00

** Examined and Charged as Follows **

12 - COMMERCIAL DEED	\$ 70.00	EX-Blocks - Deeds - \$300	\$ 300.00	EX-RP5217 Commercial Fee	\$ 250.00
EX-TP-584 Affidavit Fee	\$ 5.00				

	Tax Amount	Consid Amt	RS#/CS#		
Tax-Transfer	\$ 0	\$ 1500000.00	RE 18644	Basic	\$ 0.00
HEMPSTEAD				Local NY CITY	\$ 0.00
EXEMPT				Additional MTA	\$ 0.00
				Spec ASST	\$ 0.00
				Spec ADDL SONYMA	\$ 0.00
				Transfer	\$ 0.00

Tax Charge: \$ 0

Property Information:

Section	Block	Lot	Unit	Town Name
34	195	10		HEMPSTEAD
34	195	111		HEMPSTEAD
34	195	116		HEMPSTEAD
34	195	8		HEMPSTEAD
34	195	9		HEMPSTEAD

*****THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



Maureen O'Connell
County Clerk Maureen O'Connell

Bargain and Sale Deed, with Covenant against Grantors Acts- Individual or Corporation

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

THIS INDENTURE, made the ^{as of} 30th day of March in the year 2023

BETWEEN

Lau Investment Group, Inc., a New York Corporation.
with a mailing address of c/o 40 Cutter Mill Road, Suite 504,
Great Neck NY 11021

party of the first part, and

Carman Place Housing Development Fund Company, Inc., with a mailing address of c/o Community Development Corporation of Long Island, Inc., 2100 Middle Country Road, Centereach, New York 11720

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the 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 **Village of Hempstead, Town of Hempstead, County of Nassau and State of New York**, bounded and described as follows:

See Attached Schedule A

Premises: 173-175 Main Street, Hempstead, New York Sec 34 Block 195 Lots 8, 9, 10, and 116

Premises: 163-169 Main Street, Hempstead, New York Sec 34 Block 195 Lot 111

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

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

LAU Investment Group, Inc.

By: 

Name: Jay W

Title: Attorney Samuel

STATE OF New York)
COUNTY OF Nassau) ss.:

On this 20 day of March, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Jay Lau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

NICOLETA CHRISTODOULOU
Notary Public-State of New York
No. 02CH6405492
Qualified in Queens County
Commission Expires 03/09/2024

SCHEDULE "A"

PARCEL A:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

Parcel A-1

BEGINNING at a point on the westerly side of Main Street, distant 50 feet southerly from the corner formed by the intersection of the westerly side of Main Street and the southerly side of Bedell Street;

THENCE South 77 degrees 44 minutes 30 seconds West, 196.77 feet;

THENCE South 12 degrees 40 minutes 30 seconds East, 50 feet;

THENCE North 77 degrees 44 minutes 30 seconds East, 196.77 feet to the westerly side of Main Street;

THENCE North 12 degrees 40 minutes West and along the westerly side of Main Street, 50 feet to the point or place of BEGINNING.

Being the same premises conveyed to Lau Investment Group by deed from 173-175 Main Street LLC dated January 4, 2011 and recorded on January 14, 2011 in the Office of the Clerk of the County of Nassau at Liber 12686 of Deeds at page 660.

Parcel A-2

BEGINNING at a point on the westerly side of Main Street, distant 100 feet southerly from the corner formed by the intersection of the westerly side of Main Street with the southerly side of Bedell Street;

RUNNING THENCE westerly at right angles parallel with Bedell Street distance 196.77 feet;

THENCE southerly parallel with Main Street distance 25.33 feet;

THENCE easterly parallel with Bedell Street distance 196.77 feet;

THENCE running northerly along the westerly side of Main Street, 25.33 feet to the point or place of BEGINNING.

Being the same premises conveyed to Lau Investment Group, Inc. by deed from 169-171 Main Street Holding Corp. dated November 15, 2007 and recorded on November 20, 2007 in the Office of the Clerk of the County of Nassau at Liber 12341 of Deeds at page 27.

Parcel A-3:

BEGINNING at a point on the westerly side of Main Street, distance 125.33 feet southerly from the corner formed by the intersection of the westerly side of Main Street with the southerly side of Bedell Street;

RUNNING THENCE westerly at right angles parallel with Bedell Street, distance 196.77 feet;

THENCE southerly, parallel with Main Street, distance 24.77 feet;

THENCE easterly, parallel with Bedell Street, distance 196.77 feet;

THENCE running northerly along the westerly side of Main Street, distance 24.77 feet to the point or place of BEGINNING.

Being the same premises conveyed to Lau Investment Group, Inc. by deed from 169-171 Main Street Holding Corp. dated November 15, 2007 and recorded on November 20, 2007 in the Office of the Clerk of the County of Nassau at Liber 12341 of Deeds at page 351.

Parcel A-4:

BEGINNING at the corner formed by the intersection of the southerly side of Bedell Street with the westerly side of Main Street;

RUNNING THENCE southerly along the westerly side of Main Street, 50 feet;

THENCE westerly at right angles to Main Street, 121.77 feet along land now or formerly of Mary E. Bedell;

THENCE northerly along land now or formerly of Martha McLean, 50 feet to Bedell Street;

THENCE easterly along the southerly side of Bedell Street, 121.77 feet to the corner aforesaid, the point or place of BEGINNING.

Being the same premises conveyed to Lau Investment Group, Inc. by deed from Lau Enterprises, Ltd. dated September 26, 2011 and recorded on October 13, 2011 in the Office of the Clerk of the County of Nassau at Liber 12766 of Deeds at page 682.

The said premises known as 173-175 Main Street, Hempstead, New York

Section:34

Block: 195

Lots: 8, 9, 10 and 116

PARCEL B:

ALL THAT CERTAIN plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Main Street, distant 200 feet northerly from the corner formed by the intersection of the westerly side of Main Street with the northerly side of West Columbia Street;

RUNNING THENCE westerly and parallel with the northerly side of Columbia Street, a distance of 196.77 feet;

RUNNING THENCE northerly and parallel with the westerly side of Main Street, a distance of 50 feet;

THENCE easterly and again parallel with the northerly side of Columbia Street, a distance of 196.77 feet to a point in the westerly side of Main Street;

THENCE running southerly and along the westerly side of Main Street, 50 feet to the point or place of BEGINNING.

Being the same premises conveyed to Lau Investment Group, Inc. by deed from Craig Spielberg and Farley Spielberg dated April 28, 2004 and recorded on June 22, 2004 in the Office of the Clerk of the County of Nassau at Liber 11798 of Deeds at page 626.

The said premises known as 163-169 Main Street, Hempstead, New York

Section:34

Block: 195

Lot: 111

RETURN BY MAIL TO:
Carman Place Housing Development Fund Company, Inc.
c/o Community Development Corporation of Long Island, Inc.
2100 Middle Country Road
Centereach, New York 11720

RESERVE THIS SPACE FOR RECORDING OFFICE

**** Electronically Filed Document ****

Instrument Number: 2023-26404

Recorded As: EX-D01 - RESIDENTIAL

Recorded On: May 04, 2023

Recorded At: 02:07:21 pm

Receipt Number: 2896663

Number of Pages: 5

Processed By: 001 AAR

Book-VI/Pg: Bk-D VI-14374 Pg-250

Total Rec Fee(s): \$505.00

** Examined and Charged as Follows **

01 - RESIDENTIAL DEED	\$ 65.00	EX-Blocks - Deeds - \$300	\$ 300.00	EX-DN - DEED NOTIFICATION	\$ 10.00
EX-RP5217 Residential Fee	\$ 125.00	EX-TP-584 Affidavit Fee	\$ 5.00		

	Tax Amount	Consid Amt	RS#/CS#		
Tax-Transfer	\$ 0	\$ 625000.00	RE 18647	Basic	\$ 0.00
HEMPSTEAD				Local NY CITY	\$ 0.00
EXEMPT				Additional MTA	\$ 0.00
				Spec ASST	\$ 0.00
				Spec ADDL SONYMA	\$ 0.00
				Transfer	\$ 0.00

Tax Charge: \$ 0

Property Information:

Section	Block	Lot	Unit	Town Name

34	195	129		HEMPSTEAD
34	195	130		HEMPSTEAD

*****THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



Maureen O'Connell
County Clerk Maureen O'Connell

Bargain and Sale Deed - with Lien Covenant

THIS INDENTURE made ^{as of} the 30th day of March, 2023

122-126 BEDELL LLC, a New York limited liability company, having a mailing address of c/o Conifer, 20000 Horizon Way, Suite 180, Mount Laurel, New Jersey 08054, party of the first part, and

CARMAN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation, having a mailing address of c/o Community Development Corporation of Long Island, Inc., 2100 Middle Country Road, Centereach, New York 11720, party of the second part,

WITNESSETH, that the party of the first part, in consideration of the sum of **ONE & MORE DOLLARS (\$1.00 & More)**, lawful money of the United States, paid by the said party of the second part, doth hereby grant and release unto the said party of the second part, its successors and assigns forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

SEE ATTACHED SCHEDULE A

Premises: 126 Bedell Street, Hempstead, New York Sec 34 Block 195 Lot 129

Premises: 122 Bedell Street, Hempstead, New York Sec 34 Block 195 Lot 130

This conveyance is made in the regular course of business conducted by the party of the first part and upon consent of all of its members.

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

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever.

AND the said party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly signed on the day and year first above written.

122-126 BEDELL LLC
By: Conifer Realty, LLC
its sole member

By: Barbara Ross
Name: Barbara Ross
Title: Chief Administrative Officer

STATE OF NEW YORK
COUNTY OF MONROE ss.:)

On this 20th day of March, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **BARBARA ROSS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Andrea M. DeCastro
Notary Public

ANDREA M. DECASTRO
Notary Public - State of New York
No. 01DE6173443
Qualified in Monroe County
My Commission Expires August 27, 2023

Schedule A

PARCEL 1:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Bedell Street in said village, distant 121.77 feet westerly from the southwesterly corner of Main Street and Bedell Street;

RUNNING THENCE southerly along land of John R. McLean and parallel with the west side of Main Street, 50 feet to land of Mary E. Bedell;

THENCE westerly along said Bedell's land and parallel with the south side of Bedell Street, 35 feet;

THENCE northerly and again parallel with the west side of Main Street, 50 feet to the southerly side of Bedell Street;

THENCE easterly along the southerly side of Bedell Street, 35 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 126 Bedell Street, Hempstead, NY and designated as Section 34 Block 195 Lot 129 as shown on the Land and Tax Map of the County of Nassau.

Being the same premises described in the deed from Stewart Plaza Ltd., dated 10/28/2022 and recorded 11/23/2022 in Liber 14324 of Deeds, page 90

Schedule A

PARCEL 2:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side or line of Bedell Street in said Village, 156.77 feet westerly from the southwest corner of Main Street and Bedell Street;

RUNNING THENCE southerly along lands this day conveyed to Samuel Golden and parallel with the westerly side of Main Street, 50 feet to lands now or formerly of Mary E. Bedell;

THENCE westerly along said last mentioned lands and parallel with the southerly side of Bedell Street, 40 feet to lands now or formerly of Charles E. Whitehouse;

THENCE northerly along the last mentioned lands and again parallel with the westerly side of Main Street, 50 feet to the southerly side of Bedell Street;

THENCE easterly along the southerly side of Bedell Street, 40 feet to the point or place of BEGINNING.

For Information Only: Said premises are known as 122 Bedell Street, Hempstead, NY and designated as Section 34 Block 195 Lot 130 as shown on the Land and Tax Map of the County of Nassau.

Being the same premises described in the deed from Kev's Landscape & Tree Service LLC dated 10/28/2022 and recorded 11/23/2022 in Liber 14324 of Deeds, page 94

**** Electronically Filed Document ****

Instrument Number: 2023-26402

Recorded As: EX-D12 - COMMERCIAL

Recorded On: May 04, 2023

Recorded At: 12:58:49 pm

Receipt Number: 2896663

Number of Pages: 5

Processed By: 001 AAR

Book-VI/Pg: Bk-D VI-14374 Pg-241

Total Rec Fee(s): \$620.00

** Examined and Charged as Follows **

12 - COMMERCIAL DEED	\$ 65.00	EX-Blocks - Deeds - \$300	\$ 300.00	EX-RP5217 Commercial Fee	\$ 250.00
EX-TP-584 Affidavit Fee	\$ 5.00				

	Tax Amount	Consid Amt	RS#/CS#		
Tax-Transfer	\$ 0	\$ 5000000.00	RE 18645	Basic	\$ 0.00
HEMPSTEAD				Local NY CITY	\$ 0.00
EXEMPT				Additional MTA	\$ 0.00
				Spec ASST	\$ 0.00
				Spec ADDL SONYMA	\$ 0.00
				Transfer	\$ 0.00

Tax Charge: \$ 0

Property Information:

Section	Block	Lot	Unit	Town Name

34	195	131		HEMPSTEAD
34	195	132		HEMPSTEAD

*****THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



Maureen O'Connell
County Clerk Maureen O'Connell

Bargain and Sale Deed, with Covenant against Grantors Acts- Individual or Corporation

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

THIS INDENTURE, made the ^{as of} 30th day of March in the year 2023

BETWEEN

Lau Enterprises, Ltd., a New York Corporation., with a mailing address of c/o 40 Cutter Mill Road, Suite 504, Great Neck NY 11021

party of the first part, and

Carman Place Housing Development Fund Company, Inc., with a mailing address of c/o Community Development Corporation of Long Island, Inc., 2100 Middle Country Road, Centereach, New York 11720

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the 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 Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

See Attached Schedule A

Premises: 155-161 Main Street, Hempstead, New York Sec 34 Block 195 Lots 131 and 132

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

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

LAU ENTERPRISES, LTD.


By: 

Name: J. Lau

Title: Attorney at Law

STATE OF New York)
COUNTY OF Nassau) ss.:

On this 20 day of March, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Jay Lau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

NICOLETA CHRISTODOULOU
Notary Public-State of New York
No. 02CH6405492
Qualified in Queens County
Commission Expires 03/09/2024

SCHEDULE "A"

PARCEL A:

ALL THAT CERTAIN plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

Parcel A-1

COMMENCING at a point on the westerly side of Main Street in said village, distant 105 feet northerly from the northerly side of Columbia Street; and

RUNNING THENCE westerly, 125 feet deed (121.77 feet Actual) to land now or formerly of Bennett;

THENCE running northerly along said Bennett's land, 45 feet to other land of Bernard J. Kelly;

THENCE running easterly along said Kelly's land, 125 feet to the westerly side of Main Street; and;

THENCE running southerly along the westerly side of Main Street, 45 feet to the point or place of BEGINNING.

Parcel A-2

BEGINNING at a point on the westerly side of Main Street in said village, distant 150 feet northerly from the northerly side of Columbia Street; and

RUNNING THENCE westerly along land of Rachel Rushmore and land now or later of Bennett, 196.77 feet to land of Emma F. Harold;

THENCE running northerly along said Emma F. Harold's land and land now or formerly of Smith, 50 feet to land of Williamson;

THENCE running easterly along said Williamson's land, 196.77 feet to the westerly side of Main Street; and;

THENCE running southerly along said westerly side of Main Street, 50 feet to the point or place of BEGINNING.

Parcel A-3

BEGINNING at a point on a line drawn parallel with and distant 121 feet deed (121.77 feet Actual) westerly from the westerly side of Main Street, which point is distance 100 feet northerly from the northerly side of Columbia Street;

RUNNING THENCE northerly, parallel with Main Street and along the line of the land now or formerly of Julia S. Stoffel, 50 feet to the southerly line of the land now or formerly of Bernard Kelly;

THENCE running westerly, parallel with Columbia Street and along the southerly line of the land now or formerly of Kelly, 75 feet to the land now or formerly of Franklin H. Mollineaux;

THENCE southerly along the line of the land of Mollineaux and parallel with Main Street, 50 feet to a point distant 100 feet northerly from the northerly side of Columbia Street as measured along a line drawn parallel with said distant 196 feet westerly from the westerly side of Main Street; and

THENCE easterly, parallel with Columbia Street, 75 feet to the point or place of BEGINNING.

Being the same premises conveyed to Lau Enterprises, Ltd. by deed from Vanech Realty Associates dated May 17, 1995 and recorded on May 26, 1995 in the Office of the Clerk of the County of Nassau at Liber 10543 of Deeds at page 304.

The said premises known as 155-161 Main Street, Hempstead, New York

Section:34
Block: 195
Lots: 131 and 132

RETURN BY MAIL TO:
Carman Place Housing Development Fund Company, Inc.
c/o Community Development Corporation of Long Island, Inc.
2100 Middle Country Road
Centereach, New York 11720

RESERVE THIS SPACE FOR RECORDING OFFICE

**** Electronically Filed Document ****

Instrument Number: 2023-26403

Recorded As: EX-D12 - COMMERCIAL

Recorded On: May 04, 2023

Recorded At: 02:05:56 pm

Receipt Number: 2896663

Number of Pages: 4

Processed By: 001 AAR

Book-VI/Pg: Bk-D VI-14374 Pg-246

Total Rec Fee(s): \$615.00

** Examined and Charged as Follows **

12 - COMMERCIAL DEED	\$ 60.00	EX-Blocks - Deeds - \$300	\$ 300.00	EX-RP5217 Commercial Fee	\$ 250.00
EX-TP-584 Affidavit Fee	\$ 5.00				

	Tax Amount	Consid Amt	RS#/CS#		
Tax-Transfer	\$ 0	\$ 4140769.00	RE 18646	Basic	\$ 0.00
HEMPSTEAD				Local NY CITY	\$ 0.00
EXEMPT				Additional MTA	\$ 0.00
				Spec ASST	\$ 0.00
				Spec ADDL SONYMA	\$ 0.00
				Transfer	\$ 0.00

Tax Charge: \$ 0

Property Information:

Section	Block	Lot	Unit	Town Name

34	195	135		HEMPSTEAD
34	195	138		HEMPSTEAD

*****THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



Maureen O'Connell
County Clerk Maureen O'Connell

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

THIS INDENTURE, made the ^{13th} 30th day of March, 2023
BETWEEN

RDUa PARCEL 3 LLC, with an address at 1046 New York Avenue, Unit A, Huntington Station, New York 11746,
party of the first part, and

CARMAN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation, with
a mailing address at c/o Community Development Corporation of Long Island, Inc., 2100 Middle Country Road,
Centereach, New York 11720,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN (\$10.00)

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

SEE SCHEDULE 'A' ATTACHED HERETO

Premises: Bedell Street and Columbia Street, Hempstead, New York Sec 34 Block 195 Lots 135 and 138

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed dated as of
December 15, 2015 and recorded December 18, 2015 in Liber 13299 of Deeds, Page 506 in the Nassau County
Clerk's Office.

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;

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby
the said premises have been encumbered in any way whatever, except as aforesaid.

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" when ever the sense of this indenture so requires.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors
and assigns of the party of the second part forever.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above IN
PRESENCE OF:

RDUa PARCEL 3 LLC

By: _____

Name: RYAN PORTER

Title: AUTHORIZED SIGNATORY

SCHEDULE A
DESCRIPTION OF PREMISES PAGE 1 OF 9

Amended 2/6/2023 - mgs

PARCEL A:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Bedell Street distant 196.77 feet westerly along same from the corner formed by the intersection of said southerly side of Bedell Street the westerly side of Main Street;

RUNNING THENCE South 11 degrees 55 minutes 00 seconds East, a distance of 400.00 feet to the northerly side of West Columbia Street;

THENCE along the northerly side of West Columbia Street, South 78 degrees 30 minutes 00 seconds West, a distance of 50.00 feet to a point;

THENCE North 11 degrees 55 minutes 00 seconds West, a distance of 118.17 feet to a point;

THENCE South 78 degrees 30 minutes 00 seconds West, a distance of 150.00 feet to a point;

THENCE North 11 degrees 55 minutes 00 seconds West, a distance of 181.83 feet to a point;

THENCE North 78 degrees 30 minutes 00 seconds East, a distance of 100.00 feet to a point;

THENCE North 11 degrees 55 minutes 00 seconds West, a distance of 100.00 feet to the southerly side of Bedell Street;

THENCE along the southerly side of Bedell Street, North 78 degrees 30 minutes 00 seconds East, a distance of 100.00 feet to the point or place of BEGINNING.

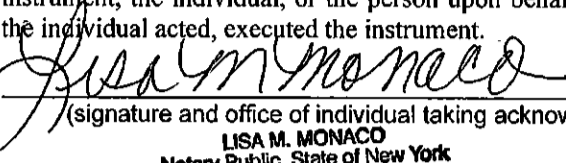
For Information Only: Said premises are known as Bedell Street and Columbia Street, Hempstead, NY and designated as Section 34 Block 195 Lots 135 and 138 as shown on the Land and Tax Map of the County of Nassau.

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

State of New York, County of Nassau ss: State of New York, County of _____ ss:

On the 24th day of March, 2023, before me, the undersigned, personally appeared Ryan Porter 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

On the _____ day of _____, 2022, before me, the undersigned, _____ personally appeared _____ 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


(signature and office of individual taking acknowledgment)
LISA M. MONACO
Notary Public, State of New York
No. 01MO4731322
Qualified in Nassau County
Commission Expires August 31, 2026

(signature and office of individual taking acknowledgment)

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

State _____, County of _____ ss:

On the _____ day of _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ in _____
(Insert the City or other political subdivision) (and insert the State or Country or other place the acknowledgment was taken)

(signature and office of individual taking acknowledgment)

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. _____

SECTION: 34
LOCK: 195
LOT: 135 and 138

Recorded at Request of
COMMONWEALTH LAND TITLE INSURANCE COMPANY



RETURN BY MAIL TO:
Carman Place Housing Development Fund
Company, inc.
c/o Community Development Corp. of
Long Island, Inc.
2100 Middle Country Road
Centereach, NY 11720

EXHIBIT C

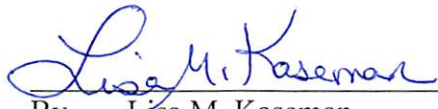
Carman Place Apartments, LLC
1000 University Avenue, Suite 500
Rochester, New York 14607

Carman Place Housing Development Fund Company, Inc.
1000 University Avenue, Suite 500
Rochester, New York 14607

Re: Site Access to Perform Brownfield Cleanup Program Work
BCP Site: Carman Place Site
BCP Site # : C130250

Carman Place Apartments, LLC has entered into a Brownfield Cleanup Agreement ("BCA" with the New York State Department of Environmental Conservation to voluntarily investigate and remediate the Carman Place Site; Site No.: C360220 located at 155-161 Main Street, 177-179 Main Street, 163-169 Main Street, 126 Bedell Street, 122 Bedell Street, Columbia Street and Bedell Street, Hempstead, New York 11550 (Tax IDs: Section 34, Block 195, and Lots 8, 9, 10, 111, 116, 129, 130, 131, 132, 135, and 138). As you are aware, Carman Place Housing Development Fund Company, Inc. is the current owner of the BCP Site. Carman Place Housing Development Fund Company, Inc. herein provides access to the BCP Site to Carman Place Apartments, LLC for the purpose of performing any required environmental investigation and remediation work. Moreover, when remediation at the BCP Site is complete and the Certificate of Completion is about to be obtained, if an unconditional Track 1 remediation level is not achieved, Carman Place Housing Development Fund Company, Inc. hereby also agrees to impose an environmental easement on the BCP Site if required by the New York State Department of Environmental Conservation.

Sincerely,
Carman Place Apartments, LLC
By: Carman Place Managing Member, LLC, its managing member
By: Conifer Realty, LLC, its sole member

 Date: 6/7/2024
By. Lisa M. Kaseman
Senior Vice President of Conifer Realty, LLC,
Sole Member of Carman Place Apartments, LLC

As an authorized signatory for the site owner, I am authorized to grant this temporary license and agree to allow Carman Place Apartments, LLC and its agents to enter the property to perform the BCP Investigation and/or remediation work required.


Carman Place Housing Development Fund Company, Inc.
 Date: 6/14/24
By: Gwen O'Shea, President

EXHIBIT D

WRITTEN CONSENT

The undersigned, being an authorized signatory for Carman Place Apartments, LLC does hereby certify as follows:

1. Carman Place Apartments, LLC is the prospective volunteer for the Carman Place Site located at Bedell Street, Columbia Street, 122 Bedell Street, 126 Bedell Street, 177-179 Main Street, 173-175 Main Street, 171 Main Street, 169 Main Street, 163-169 Main Street, 155-161 Main Street, 155-161 Main Street, Hempstead, New York 11550 tax parcel identification no. 34.-195-135, 34.-195-138, 34.-195-130, 34.-195-129, 34.-195-116, 34.-195-8, 34.-195-9, 34.-195-10, 34.-195-111, 34.-195-132, and 34.-195-131 (the "Site").

2. The following person, Lisa M. Kaseman, is the Regional Vice President of Conifer Realty, LLC, which is the sole member of Carman Place Apartments, LLC and an authorized signatory to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer Carman Place Apartments, LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 15th day of August 2019.



Carman Place Apartments, LLC

By Conifer Realty, LLC

Lisa M. Kaseman, Regional Vice President