



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:

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | Amendment to modify the existing BCA (check one or more boxes below):   |
| <input type="checkbox"/>            | Add applicant(s)  |
| <input type="checkbox"/>            | Substitute applicant(s)   |
| <input type="checkbox"/>            | Remove applicant(s)   |
| <input type="checkbox"/>            | Change in name of applicant(s)  |
| <input checked="" type="checkbox"/> | 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 <input checked="" type="radio"/> No <input type="radio"/>   |
|                                     | b. <input type="checkbox"/> Change in ownership <input checked="" type="checkbox"/> 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 <input checked="" type="radio"/> No <input type="radio"/> Submitted on: <u>N/A</u> |
| <input checked="" type="checkbox"/> | Amendment to modify description of the property(ies) listed in the existing BCA   |
| <input type="checkbox"/>            | Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA   |
| <input type="checkbox"/>            | 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.  |
| <input type="checkbox"/>            | Other (explain in detail below)   |

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

Carman Place Apartments, LLC (the volunteer) is the beneficial owner of the BCP site as of the March 30, 2023 per the Declaration of Interest and Nominee Agreement, recorded May 4, 2023. Please See Exhibit A. A previous BCA Amendment application, fully executed by the DEC on 8/21/2024, amended the BCA declaring Carman Place Housing Development Fund Company, Inc. ("Carman HDFC") as the title owner of the BCP Site; however, it did not establish that Carman Place Apartments, LLC is the Beneficial Owner of the BCP Site. Therefore, Carman HDFC is the title owner and Carman Place Apartments, LLC is the beneficial owner of the BCP Site.

This Amendment also serves to confirm the address for the tax lot 34-195-8 (Lot Grouping 34-195-8, 9, 10 and 116). In addition to other addresses previously provided, the address for the grouped lots is 173-175 Main Street. Please see Exhibit B - Tax Map.

| <b>SECTION I: CURRENT AGREEMENT INFORMATION</b>                                      |  |
|--|--|
| <i>This section must be completed in full. Attach additional pages as necessary.</i> |  |
| 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 |

| <b>SECTION II: NEW REQUESTOR INFORMATION</b>  |          |  |                                     |                       |
|---|----------|--|-------------------------------------|-----------------------|
| <i>Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.</i>  |          |  |                                     |                       |
| 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:   |  |                                     |                       |
|   |          |  | <b>Y</b>                            | <b>N</b>              |
| 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?  |          |  | <b>N/A</b><br><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 checked="" type="checkbox"/> Existing Applicant | <input type="checkbox"/> New Applicant | <input type="checkbox"/> Non-Applicant |
| OWNER'S NAME: Carman Place Apartments, LLC (beneficial Owner) | 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?<br>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"/>      |
| 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"/>      |
| 11. Are there any unregistered bulk storage tanks on-site which require registration?  |   | <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"/> <b>PARTICIPANT</b><br>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"/> <b>VOLUNTEER</b><br>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.<br><br>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.<br><br><b>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.</b> |                              |                            |
| 13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?  |   | N/A<br><input type="radio"/> | Y<br><input type="radio"/> |
| 14. Requestor's relationship to the property (check all that apply):<br><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<br><input type="radio"/> | Y<br><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: 155-161 Main St, 163-169 Main St, 177-179 Main St, 122 Bedell St, 126 Bedell St, Columbia St and Bedell St

CITY/TOWN Hempstead, New York ZIP CODE: 11550

CURRENT PROPERTY INFORMATION TOTAL ACREAGE OF CURRENT SITE: 2.54

| PARCEL ADDRESS                                  | SECTION | BLOCK | LOT             | ACREAGE                          |
|---|---------|-------|-----------------|----------------------------------|
| Bedell St; Columnia St; 126 Bedell St           | 34      | 195   | 135;138;129     | 0.11478;1.0852;0.040             |
| 155-161 Main St; 122 Bedell St; 163-169 Main St | 34      | 195   | 131;132;130;111 | 0.2154;0.2226;0.046;0.2154       |
| 177-179 Main St                                 | 34      | 195   | 8;9;10;116      | 0.22586;0.113969;0.11189;0.13976 |

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                          |
|---|---------|-------|-----------------|----------------------------------|
| 173-175 Main Street                             | 34      | 195   | 8;9;10;116      | 0.22586;0.113969;0.11189;0.13976 |
| Bedell St; Columnia St; 126 Bedell St           | 34      | 195   | 135;138;129     | 0.11478;1.0852;0.040             |
| 155-161 Main St; 122 Bedell St; 163-169 Main St | 34      | 195   | 131;132;130;111 | 0.2154;0.2226;0.046;0.2154       |

3. TOTAL REVISED SITE ACREAGE: 2.54

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?

|                                  |                       |
|----------------------------------|-----------------------|
| <b>Y</b>                         | <b>N</b>              |
| <input checked="" type="radio"/> | <input type="radio"/> |

**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?<br><br><b>From ECL 27-1405(31):</b><br><br>"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.  | <input type="radio"/> | <input type="radio"/> |
| 5. Is the project and affordable housing project as defined below?<br><br><b>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</b><br><br>(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.<br>(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.<br>(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.<br>(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. | <input type="radio"/> | <input type="radio"/> |

| APPLICATION SUPPLEMENT FOR NYC SITES (continued)  | Y                     | N                     |
|---|-----------------------|-----------------------|
| <p>6. Is the project a planned renewable energy facility site as defined below?</p> <p><b>From ECL 27-1405(33) as of April 9, 2022:</b></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><b>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</b></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><b>From ECL 75-0111 as of April 9, 2022:</b></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 the authorized signatory (title) 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 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: 12/17/24 Signature: *Lisa Kaseman*

Print Name: Lisa 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"/> <b>PARTICIPANT</b><br>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"/> <b>VOLUNTEER</b><br>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: 12/27/24

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:

*Janet E. Brown*  
 Janet E. Brown, Assistant Director

Division of Environmental Remediation

\*\*\*\* Electronically Filed Document \*\*\*\*

Instrument Number: 2023-26405

Recorded As: EX-D06 - DEED AGREEM

Recorded On: May 04, 2023

Recorded At: 02:09:08 pm

Receipt Number: 2896663

Number of Pages: 14

Processed By: 001 AAR

Book-VI/Pg: Bk-D VI-14374 Pg-255

Total Rec Fee(s): \$415.00

\*\* Examined and Charged as Follows \*\*

|                     |           |                           |           |                         |         |
|---------------------|-----------|---------------------------|-----------|-------------------------|---------|
| 06 - DEED AGREEMENT | \$ 110.00 | EX-Blocks - Deeds - \$300 | \$ 300.00 | EX-TP-584 Affidavit Fee | \$ 5.00 |
|---------------------|-----------|---------------------------|-----------|-------------------------|---------|

|                           | Tax Amount | Consid Amt | RS#/CS#  |                  |         |
|---------------------------|------------|------------|----------|------------------|---------|
| Tax-Transfer<br>HEMPSTEAD | \$ 0       | \$ 0       | RE 18648 | Basic            | \$ 0.00 |
|                           |            |            |          | Local NY CITY    | \$ 0.00 |
|                           |            |            |          | 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   | 129 |      | HEMPSTEAD |
| 34      | 195   | 130 |      | HEMPSTEAD |
| 34      | 195   | 131 |      | HEMPSTEAD |
| 34      | 195   | 132 |      | HEMPSTEAD |
| 34      | 195   | 135 |      | HEMPSTEAD |
| 34      | 195   | 138 |      | 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

**DECLARATION OF INTEREST AND NOMINEE AGREEMENT**

THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT ("Agreement") is made <sup>on</sup> this 30 day of March, 2023, by and between CARMAN PLACE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at c/o Community Development Corporation of Long Island, Inc., 2100 Middle Country Road, Centereach, New York 11720 (the "HDFC") and CARMAN PLACE APARTMENTS, LLC, a New York limited liability company, having its office at c/o Conifer Realty, LLC, 1000 University Ave., Ste. 500, Rochester, New York 14607 (the "Beneficial Owner").

**WITNESSETH:**

WHEREAS, on or about the date hereof, a fee interest in the premises located at 159 Main Street and 161 Main Street (including parcels at 173-175 Main Street, 163-169 Main Street, 155-161 Main Street, 126 Bedell Street, 122 Bedell Street and two vacant/parking lots between Columbia Street and Bedell Street), all in Nassau County, New York and further described in Schedule A annexed hereto and made a part hereof (the "Property") is to be acquired by the HDFC pursuant to multiple deeds to be recorded in the Nassau County Clerk's Office, solely as nominal legal or record title holder on behalf of the Beneficial Owner, for the development on the Property of a residential rental project for persons and families of low-income known or to be known as Carman Place Apartments (the "Project") in accordance with Article XI; and

WHEREAS, the Beneficial Owner and the HDFC will lease the Property and the Project to the Town of Hempstead Industrial Development Agency (the "IDA"), a public benefit corporation of the State of New York, pursuant to a lease dated as of March 1, 2023 (the "Company Lease Agreement") and the IDA will sublease the Property and the Project back to the Beneficial Owner and the HDFC pursuant to a sublease dated as of March 1, 2023 (the "Lease and Project Agreement"); and

WHEREAS, a portion of the development of the Project will be financed by certain other loans made or to be made to the Beneficial Owner (collectively, the "Loans"); and

WHEREAS, the Beneficial Owner and the HDFC desire that the HDFC hold legal or record fee title and legal or record subleasehold title to the Property solely as nominee on behalf of the Beneficial Owner, with the Beneficial Owner retaining all of the equitable and beneficial ownership of the fee interest and subleasehold interest in the Property and the Project; and

WHEREAS, the HDFC is authorized to hold legal or record title and legal or record subleasehold title to the Property on behalf of and as nominee of the Beneficial Owner, and the Beneficial Owner shall possess the entire equitable and beneficial fee and subleasehold ownership of the Property and the Project; and

Nassau County, New York, identified as section 34, block 195, lots 8- 10, 111, 116, 129,130,131, 132, 135 and 138

WHEREAS, the parties desire to set forth their agreement and understanding concerning all of the foregoing.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. The HDFC's acceptance of the deed and sublease to the Property and its acquisition and holding of legal or record fee title and legal or record subleasehold title to the Property and the Project were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of, the Beneficial Owner. Although the HDFC will hold record fee title and record subleasehold title to the Property and the Project such title shall only be held as nominee legal or record titleholder and nominee legal or record subleasehold titleholder on behalf of the Beneficial Owner. As a result, the parties hereby acknowledge and agree that the Beneficial Owner possesses all of the equitable and beneficial interest and equitable and beneficial subleasehold interest in the Property and will possess all the equitable and beneficial interest in the Project such that the Beneficial Owner, and not the HDFC, shall have an:

(a) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Property and the Project due to obsolescence or exhaustion, and shall bear the risk of loss if the Project is destroyed or damaged;

(b) unconditional and exclusive right to receive all economic benefits associated with the Property and the Project (i.e., appreciation and increase in value), including the right to retain all of the net proceeds from any sale or refinancing of the Property and the Project;

(c) unconditional obligation to keep the Property and the Project in good condition and repair;

(d) unconditional and exclusive right to the possession of the Property and the Project;

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the partners or members, as applicable, of the Beneficial Owner and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC as additional insureds;

(f) unconditional obligation to pay all taxes levied on, and assessments made with respect to the Property and the Project, as well as the right to challenge such taxes and assessments and receive refunds;

(g) unconditional and exclusive right to all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue

Code of 1986, as amended, and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project;

(h) unconditional and exclusive right to receive rental and any other income or profits from the operation of the Property and the Project;

(i) unconditional obligation to pay for all of the capital investment in the Property and the Project;

(j) unconditional obligation to pay for all maintenance and operating costs in connection with the Property and the Project;

(k) unconditional and exclusive right to include all income earned from the operation of the Property and the Project and claim all deductions and credits generated with respect to the Property and the Project on its annual federal, state and local tax returns;

(l) unconditional and exclusive right to enter into and to grant any and all easements in connection with the development and operation of the Property;

(m) unconditional and exclusive right to develop, lease, sell, operate and manage the Property and Project and the obligations to pay for all costs related thereto; and

(n) unconditional and exclusive right to develop residential units in the Project and to operate and manage the Property and the Project in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation and management of the Property and the Project, as such documents may be amended from time to time (the "Project Documents").

2. The HDFC hereby agrees at the direction of the Beneficial Owner to execute any and all documents necessary to grant to the financial institution or institutions making Loans to the Beneficial Owner a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents reasonably required by the Beneficial Owner to be executed by the HDFC in connection with the development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC and the only recourse for satisfaction of any obligations of the HDFC thereunder shall be to the HDFC's interest in the Property. Upon the reasonable request of the Beneficial Owner, the HDFC shall notify all third parties that pursuant to this Agreement, the HDFC is acting solely as nominee of the Beneficial Owner with respect to the Property and the Project. The HDFC shall provide the Beneficial Owner with evidence of such notification reasonably satisfactory to the Beneficial Owner. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested third parties with respect to the HDFC holding fee and subleasehold title to the Property and the Project as nominee of the Beneficial Owner. In addition thereto, it shall be in the sole and absolute discretion of the Beneficial Owner to assign, encumber, transfer or sell the Property and the Project or any portion thereof or interest therein or any right or indicia

of ownership in connection therewith; and any such assignment, encumbrance, transfer or sale shall not require any consent, approval or other action by the HDFC; provided, however that the HDFC hereby agrees that it shall execute and deliver any such documents, agreements, instruments or information as shall be reasonably requested by the Beneficial Owner in connection with any such assignment, encumbrance, transfer or sale.

3. The HDFC covenants and agrees to perform all acts reasonably requested by the Beneficial Owner in regard to or arising from the ownership, management and operation of the Property.

4. The Beneficial Owner shall fully protect, defend, indemnify, and hold the HDFC, its members, officers, directors, shareholders, agents and employees (each an "Indemnified Party") harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with the Beneficial Owner or with third parties (collectively, "Claims") arising out of or in any way relating to (a) ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project and the Project Documents, (c) the use or occupancy of the Project, (d) this Agreement or (e) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising in any way from the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnification shall include, but shall not be limited to the Beneficial Owner's primary obligation to defend, indemnify and hold harmless the Indemnified Parties from and against all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways including, without limitation, environmental claims; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the Beneficial Owner to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause; or (vi) the issuance, marketing, sale and resale of the bonds issued in connection with the finance of the Project or any certifications or representations made by any person other than an Indemnified Party in connection therewith.

5. The HDFC shall hold any policy of insurance with respect to the Property and the Project, including all proceeds thereof, as nominee for the benefit of the Beneficial Owner. Upon receipt, the HDFC shall cause such proceeds to be immediately transferred to the Beneficial Owner or deposited into the Beneficial Owner's account. In the event there is an action in eminent domain, any award in respect thereof shall be received by the HDFC, as nominee for the benefit of the Beneficial Owner. The HDFC will make all reasonable efforts to ensure that all proceeds awarded by the governmental authority are paid directly to the Beneficial Owner. The HDFC shall make no settlement in respect of casualty or eminent domain without the express written consent of the Beneficial Owner;

6.

(a) Subject to any requirements of the Project Documents, the HDFC's Certificate of Incorporation, and the Not-for-Profit Corporations Law of the State of New York, the HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Beneficial Owner, in each instance, and at the Beneficial Owner's expense, (i) to execute and deliver to the Beneficial Owner (y) a deed (the "Deed") and (z) an assignment of the Company Lease and Lease and Project Agreement (the "Assignment"), each in proper recordable form transferring and conveying to the Beneficial Owner all of the HDFC's right, title and interest in and to the Property, (ii) to execute and deliver all agreements, documents and instruments necessary or advisable to effect any benefits arising in connection with the Project and any other government agency which may confer benefits to the Project or Property, as applicable, and (iii) to execute and deliver to the Beneficial Owner any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property.

(b) The HDFC hereby unconditionally and unequivocally constitutes and appoints the Beneficial Owner to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and/or record (i) the Deed, the Assignment and any other documents or instruments required to convey the Property on behalf of the HDFC, (ii) any certificate sale documents, as applicable, and (iii) any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property (items (i) – (iii) collectively referred to herein as the "Operational Documents") in the name, place and stead of the HDFC with the same force and effect as if the Operational Documents were executed and/or recorded by the HDFC. This power of attorney to act shall be effective only if the Beneficial Owner has requested that the HDFC execute and deliver such document or instrument and the HDFC has failed to do so within thirty (30) days of such request or such lesser time period as may be reasonably necessary. The parties agree that the HDFC's failure to comply with the provisions of this Section shall cause irreparable harm to the Beneficial Owner for which no adequate remedy at law will be available and, in addition to any other available remedies, the Beneficial Owner shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Section.

7. The Beneficial Owner and the HDFC, on behalf of themselves and their respective successors and assigns, hereby jointly and severally represent, warrant, acknowledge, covenant and agree as follows:

(a) So long as the HDFC shall hold legal title to the Property, the Beneficial Owner shall have complete and exclusive possession and control of the Property and the Project, and the HDFC shall not have any right to possess or control the Property and the Project;

(b) The Beneficial Owner is the "owner" and the HDFC is not in any respects an "owner," as such term is defined in Section 2 of the New York Lien Law and for federal tax purposes, with respect to the Property;

(c) The HDFC is not, and shall not be, entitled to receive any proceeds of any of the Loans to the Beneficial Owner and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans;

(d) Unless specifically authorized by the Beneficial Owner, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Beneficial Owner;

(e) The HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the Property, the Project, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the Property, the Project and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon the Beneficial Owner;

(f) The HDFC shall, at the Beneficial Owner's request and at the Beneficial Owner's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project;

(g) The HDFC and the Beneficial Owner each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement; and

(h) Neither the execution, delivery or recording of this Agreement, nor the fulfillment of or compliance with the terms, conditions or provisions of this Agreement, conflicts with, violates or results in a breach of the terms, conditions or provisions of any agreement, instrument, law, rule or regulation of which the HDFC and/or the Beneficial Owner is now a party or by which either or both may be bound or affected or results in the creation of any lien, charge or encumbrance upon the Property, the Project and/or any part or parts thereof.

#### 8. Miscellaneous Provisions.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) If any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.



(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto.

(d) No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties.

(e) The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

(f) Unless otherwise specified, notices or consents required to be given by any party to the others under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or overnight mail to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice served as prescribed by this Section. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered. Copies of any notices, statements or communications received by the HDFC as holder of record fee and subleasehold title to the Property and/or the Project shall be promptly delivered to the Beneficial Owner.

(g) No party is authorized to act as agent for the other or to incur any liability or dispose of any assets in the name of or on behalf of the others unless provided in this Agreement or specifically authorized by the party which will be responsible for the obligation.

(h) Nothing in this Agreement shall confer any rights upon any person other than the Beneficial Owner and the HDFC and their permitted successors and/or assigns; provided that, in connection with the financing, development, operation or management of the Property, any third party may rely on this Agreement with respect to the rights and obligations of the Beneficial Owner and the HDFC hereunder.

(i) Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document, as defined below, the HDFC shall have the right to enter the Property and the Project and to take such actions with respect to the Property and the Project as may be necessary to cure the default as agent for, and on behalf of, the Beneficial Owner, provided that neither the Beneficial Owner nor any party providing financing to the Project is diligently acting to cure such default. For purposes of this subsection, "Government Financing Document" shall mean any city, county, state or federal mortgage, regulatory agreement or financing commitment.

(j) The closing of the transactions contemplated in this Agreement shall be contingent upon the admission of Red Stone Equity – Fund 83 Limited Partnership, and Red Stone Equity Manager, LLC (the "Investor") as partners or members, as applicable, of the Beneficial Owner.


(k) For any period of time during which Investor or an affiliate thereof is a member of the Company (i) this Agreement may not be terminated or amended without the written consent of the Investor and (ii) any notice of default under this agreement shall be provided to the

Investor. Copies of any such notices sent to the Investor shall also be sent to: Nixon Peabody LLP, Tower 46, 55 West 46<sup>th</sup> Street, New York, New York 10036, Attention: Abigail Patterson, Esq. with a copy to: Nixon Peabody LLP, Exchange Place, 53 State Street, Boston, Massachusetts 02109, Attention: Roger W. Holmes, Esq.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Interest and Nominee Agreement as of the date and year first written above.

**CARMAN PLACE HOUSING  
DEVELOPMENT FUND COMPANY, INC.,**  
a New York not-for-profit corporation

By:   
Name: Gwen O'Shea  
Title: President

**CARMAN PLACE APARTMENTS, LLC,**  
a New York limited liability company

By: Carman Place Managing Member, LLC,  
a New York limited liability company,  
Its Managing Member

By: Conifer Realty, LLC,  
a New York limited liability company,  
Its Sole Member

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

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Interest and Nominee Agreement as of the date and year first written above.

**CARMAN PLACE HOUSING  
DEVELOPMENT FUND COMPANY, INC.,**  
a New York not-for-profit corporation

By: \_\_\_\_\_

Name: Gwen O'Shea

Title: President

**CARMAN PLACE APARTMENTS, LLC,**  
a New York limited liability company .

By: Carman Place Managing Member, LLC,  
a New York limited liability company,  
Its Managing Member

By: Conifer Realty, LLC,  
a New York limited liability company,  
Its Sole Member

By: Barbara Ross

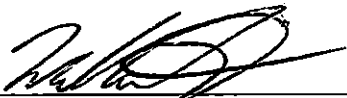
Name: Barbara Ross

Title: Chief Administrative Officer

STATE OF )  
 ) SS:  
COUNTY OF )

On the 27 day of March, 2023, before me, the undersigned, a Notary Public in and or said State, personally appeared GWEN O'SHEA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments. This is an acknowledgement clause. No oath or affirmation was administered to signer.

William P Achnitz III  
Notary Public, State of New York  
Reg. No. 01AC6432541  
Qualified in Suffolk County  
Commission Expires 5/2/2026

  
\_\_\_\_\_  
Notary Public  
Commission Expires: 5/2/2026

STATE OF )  
 ) SS:  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and or said State, personally appeared BARBARA ROSS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments. This is an acknowledgement clause. No oath or affirmation was administered to signer.

\_\_\_\_\_  
Notary Public  
Commission Expires:

STATE OF )  
 ) SS:  
COUNTY OF )

On the \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and or said State, personally appeared GWEN O'SHEA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments. This is an acknowledgement clause. No oath or affirmation was administered to signer.

\_\_\_\_\_  
Notary Public  
Commission Expires:

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF MONROE )

On the 20<sup>th</sup> day of March, 2023, before me, the undersigned, a Notary Public in and or said State, personally appeared BARBARA ROSS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments. This is an acknowledgement clause. No oath or affirmation was administered to signer.

Andrea M. DeCastro  
Notary Public  
Commission Expires:

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

**SCHEDULE 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 the corner formed by the intersection of the westerly side of Main Street with the southerly side of Bedell Street;

RUNNING THENCE along the westerly side of Main Street, South 11 degrees 55 minutes 00 seconds East, a distance of 295.00 feet to a point;

THENCE South 78 degrees 30 minutes 00 seconds West, a distance of 121.04 feet to point on the boundary line established by Boundary Line Agreement made by and between Anna M. Thomas, Charles L Pettit and Mary Pettit and recorded in Liber 961 of Deeds, Page 74;

THENCE along said boundary line, South 11 degrees 30 minutes 00 seconds East, a distance of 5.00 feet to a point;

THENCE South 78 degrees 30 minutes 00 seconds West, a distance of 75.70 feet to a point;

THENCE South 11 degrees 55 minutes 00 seconds East, a distance of 100.00 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 296.77 feet to the corner first above mentioned at the point or place of BEGINNING.

50' 25' 0' 50' 100'



SCALE: 1" = 50'

N 177,600

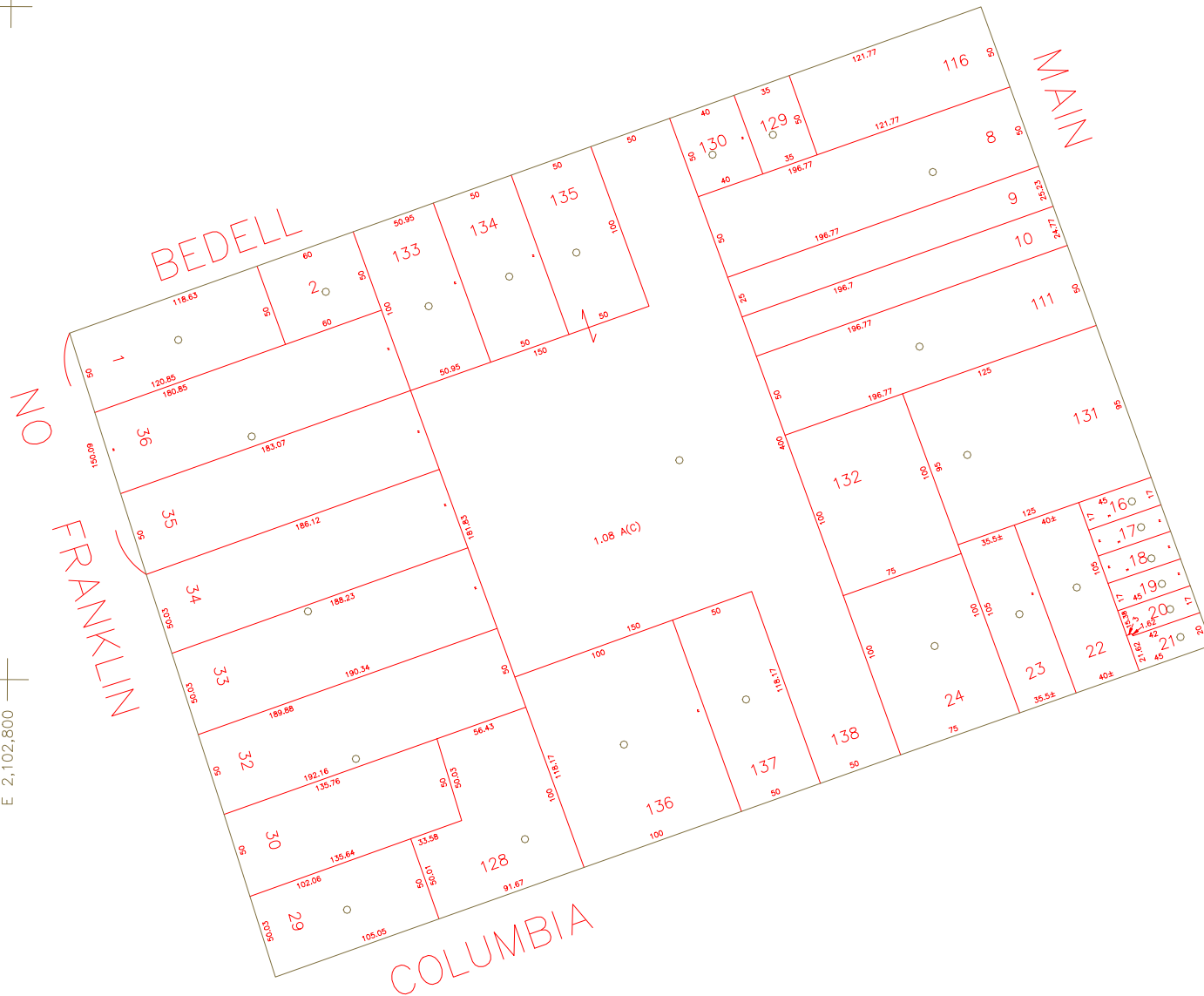


N 177,200



E 2,102,800

E 2,103,550



LOT NOS: 30, 32  
COUNTY OF NASSAU

STREET

**LEGEND**

|                       |                   |
|-----------------------|-------------------|
| COUNTY LINE           | ---               |
| TOWN LINE             | - - - -           |
| VILLAGE LINE          | - · - · -         |
| SCHOOL DISTRICT LINE  | - · - · - · - · - |
| PROPERTY LINE         | ---               |
| SPECIAL DISTRICT LINE | ---               |
| BLOCK LIMIT           | ---               |
| LOCATOR POINT         | *                 |
| TAX MAP PARCEL NO.    | 246               |
| CALCULATED ACREAGE    | 754(C)            |
| DEED ACREAGE          | 174               |
| SCALED DIMENSION      | 327(S)            |
| DEED DIMENSION        | 185.89            |

REFERENCE MAPS  
MAP NO. -

|                 |      |  |
|-----------------|------|--|
| <b>POLICE</b>   | DIST |  |
| <b>WATER</b>    |      |  |
| <b>LIGHTING</b> |      |  |
| <b>LIBRARY</b>  |      |  |
| <b>FIRE</b>     |      |  |

|                             |      |   |
|-----------------------------|------|---|
| <b>FIRE PROTECTION</b>      | DIST |   |
| <b>SANITARY</b>             |      |   |
| <b>REFUSE &amp; GARBAGE</b> |      |   |
| <b>REFUSE DISPOSAL</b>      |      |   |
| <b>Town of Hempstead</b>    |      | X |
| <b>SEWAGE COLLECTION</b>    |      |   |

|  |      |     |
|--|------|-----|
| <b>SPECIAL DISTRICTS</b>                         |      |     |
| <b>PUBLIC PARKING</b>                            | DIST |     |
| <b>SEWER</b>                                     |      |     |
| <b>Nassau County Sewage Disposal District #2</b> |      | 202 |
| <b>PARK</b>                                      |      |     |
| <b>IMPROVEMENT</b>                               |      |     |
| <b>SIDEWALK</b>                                  |      |     |

|   |      |   |
|---|------|---|
| <b>DRAINAGE</b>                         | DIST |   |
| <b>FIRE HYDRANT RENTAL</b>              |      |   |
| <b>GARBAGE</b>                          |      |   |
| <b>ESCALATOR</b>                        |      |   |
| <b>WATER POLLUTION CONTROL</b>          |      |   |
| <b>Town, County, College, Police HQ</b> |      | 1 |

|                        |  |   |
|------------------------|--|---|
| <b>MUNICIPALITIES</b>  |  |   |
| <b>TOWN OF:</b>        |  |   |
| <b>HEMPSTEAD</b>       |  |   |
| <b>NORTH HEMPSTEAD</b> |  |   |
| <b>OSTER BAY</b>       |  |   |
| <b>CITY OF:</b>        |  |   |
| <b>GLEN COVE</b>       |  |   |
| <b>LONG BEACH</b>      |  |   |
| <b>VILLAGE OF:</b>     |  |   |
| <b>SCHOOL DISTRICT</b> |  |   |
| <b>Hempstead</b>       |  | 1 |



**Nassau County**  
**Department of Assessment**  
**Land & Tax Map**

Map Last Revised: August 30 2021

**SEC. 34**  
**BLK. 195**

SHEET 1 OF 1

| CODE | SPECIAL | DISTRICT | WITHIN | CODE | SPECIAL | DISTRICT | WITHIN | CODE | SPECIAL | DISTRICT | WITHIN |
|------|---------|----------|--------|------|---------|----------|--------|------|---------|----------|--------|
| 399  | 1       | 202      | X      |      |         |          |        |      |         |          |        |

COPYRIGHT 1998 NASSAU COUNTY



## 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 15<sup>th</sup> day of August 2019.



Carman Place Apartments, LLC

By Conifer Realty, LLC

Lisa M. Kaseman, Regional Vice President



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

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

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

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

**I. Site Name:** Carman Place Site **DEC Site ID No.** C130250

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

Name: Linda R. Shaw, Esq., Knauf Shaw LLP, Attorney  
Address1: 2600 Innovation Square, 100 S. Clinton Ave  
Address2: Rochester, New York 14604  
Phone: (585) 546-8430 E-mail: lshaw@nyenvlaw.com

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

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

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

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

Carman Place Apartments, LLC (the volunteer) is the beneficial owner of the BCP site as of the March 30, 2023 per the Declaration of Interest and Nominee Agreement, recorded May 4, 2023. Please See Exhibit A to the BCA Amendment Application. Therefore, Carman HDFC is the title owner and Volunteer, Carman Place Apartments, LLC is the beneficial owner of the BCP Site.

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

---

---

---

---

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

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

Name: Lisa M. Kaseman  
(Signature)

12/17/24  
(Date)

Lisa Kaseman  
(Print Name)

Address1: Carman Place Apartments, LLC, 100 University Avenue, Suite 500  
Address2: Rochester, New York 14607  
Phone: (585) 324-2566 E-mail: lkaseman@coniferllc.com

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

Beneficial  
 ~~Prospective~~ Owner  Prospective Remedial Party  Prospective Owner Representative

Name: Carman Place Apartments, LLC  
Address1: 100 University Avenue, Suite 500  
Address2: Rochester, New York 14607  
Phone: (585) 324-2566 E-mail: lkaseman@coniferllc.com

Certifying Party Name: Carman Place Apartments, LLC  
Address1: 100 University Avenue, Suite 500  
Address2: Rochester, New York 14607  
Phone: (585) 324-2566 E-mail: lkaseman@coniferllc.com

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

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

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

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

Name:

Lisa M. Kaseman  
(Signature)

12/17/24

(Date)

Lisa Kaseman

(Print Name)

Address1: Carman Place Apartments, LLC, 100 University Avenue, Suite 500

Address2: Rochester, New York 14607

Phone: (585) 324-2566

E-mail: lkaseman@coniferllc.com

**Continuation Sheet**

Prospective Owner/Holder  Prospective Remedial Party  Prospective Owner Representative  
Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Prospective Owner/Holder  Prospective Remedial Party  Prospective Owner Representative  
Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Prospective Owner/Holder  Prospective Remedial Party  Prospective Owner Representative  
Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Prospective Owner/Holder  Prospective Remedial Party  Prospective Owner Representative  
Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Prospective Owner/Holder  Prospective Remedial Party  Prospective Owner Representative  
Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Prospective Owner/Holder  Prospective Remedial Party  Prospective Owner Representative  
Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_