



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☒ Amendment to [check one or more boxes below]

- ☒ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☒ Yes ☐ No

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

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

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

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

☐ Other (explain in detail below)

Please provide a brief narrative on the nature of the amendment:

- (1) This amendment adds 211 Residential Partners LLC as a Volunteer, because the entity is the prospective beneficial owner of the Site. At closing, a Housing Development Fund Company will be fee owner and 211 Residential Partners LLC will be beneficial owner. After closing, a subsequent BCA amendment will be submitted to reflect the HDFC as fee owner. B&B Urban LLC, an existing Volunteer, will be managing member of 211 Residential Partners LLC.
- (2) This amendment updates the mailing address for the existing Requestors. All other contact information remains the same.

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

Section I. Existing Agreement Information

BCP SITE NAME: Williamsbridge Gardens

BCP SITE NUMBER: C203113

NAME OF CURRENT APPLICANT(S): B&B Urban LLC and 211 Residential Associates LLC

INDEX NUMBER OF EXISTING AGREEMENT: C203113-07-18 DATE OF EXISTING AGREEMENT: 8/3/18

Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)

NAME 211 Residential Partners LLC

ADDRESS 180 Varick Street, Suite 502

CITY/TOWN New York, NY

ZIP CODE 10014

PHONE 646-484-5700

FAX

E-MAIL bell@banburban.com

Is the requestor authorized to conduct business in New York State (NYS)?



Yes



No

- If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. See attached at Exhibit A.

NAME OF NEW REQUESTOR'S REPRESENTATIVE Alan Bell

ADDRESS 180 Varick Street, Suite 502

CITY/TOWN New York, NY

ZIP CODE 10014

PHONE 646-484-5700

FAX

E-MAIL bell@banburban.com

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Thomas Melia, PW Grosser

ADDRESS 630 Johnson Avenue, Suite 7

CITY/TOWN Bohemia, NY

ZIP CODE 11716

PHONE 631-589-6353

FAX 631-589-8705

E-MAIL thomasm@pwgrosser.com

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) David Yudelson, Sive, Paget & Riesel

ADDRESS 560 Lexington Avenue, 15th Floor

CITY/TOWN New York, NY

ZIP CODE 10022

PHONE 212-421-2150

FAX 212-421-1891

E-MAIL dyudelson@sprlaw.com

Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? See attached at ☒ Yes ☐ No

Exhibit B.

Describe Requestor's Relationship to Existing Applicant:

211 Residential Partners LLC is the prospective beneficial owner of the Site. 211 Residential Associates LLC is the current beneficial owner of the Site. B&B Urban LLC is managing member of both existing and prospective beneficial owners.

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor) NEW MAILING ADDRESS FOR EXISTING REQUESTORS

ADDRESS 180 Varick Street, Suite 502

CITY/TOWN New York, NY

ZIP CODE 10014

PHONE

FAX

E-MAIL

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

1. Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☒ No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☒ No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? ☐ Yes ☒ No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, 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, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☒ No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. ☐ Yes ☒ No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? ☐ Yes ☒ No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☒ No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? ☐ Yes ☒ No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? ☐ Yes ☒ No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? ☐ Yes ☒ No
11. Are there any unregistered bulk storage tanks on-site which require registration? ☐ Yes ☒ No

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

☐ PARTICIPANT

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

☒ VOLUNTEER

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

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 he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

See attached at Exhibit C.

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

Requestor's Relationship to Property (check one):

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☒ Other prospective beneficial owner

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

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

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

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (TBL) (in existing agreement)

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

Check appropriate boxes below:

☐

Changes to metes and bounds description or TBL correction

☐

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

Approximate acreage added: _____

ADDITIONAL PARCELS:

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

☐

Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

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

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

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. 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="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From ECL 27-1405(31): "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From 6 NYCRR 375- 3.2(a) as of August 12, 2016: (a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units. (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income. (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income. (3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Williamsbridge Gardens	BCP SITE NUMBER: C203113
NAME OF CURRENT APPLICANT(S): B&B Urban LLC and 211 Residential Associates LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C203113-07-18	
EFFECTIVE DATE OF EXISTING AGREEMENT: 8/3/18	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title <u>Authorized Signatory</u>) of (entity <u>211 Residential Partners LLC</u>); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>12/3/20</u> Signature: <u>Alan Bell</u></p> <p>Print Name: <u>Alan Bell</u></p>

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 211 Residential Associates 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. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/3/20 Signature: Alan Bell

Print Name: Alan Bell

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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

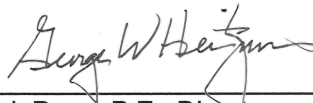
Effective Date of the Original Agreement: August 3, 2018

Signature by the Department:

DATED: December 16, 2020

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Michael J. Ryan, P.E., Director
Division of Environmental Remediation

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of B&B Urban 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. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/3/20 Signature: A. Bell

Print Name: Alan Bell

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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


Effective Date of the Original Agreement: August 3, 2018

Signature by the Department:

DATED: December 16, 2020

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



Michael J. Ryan, P.E., Director
Division of Environmental Remediation

SUBMITTAL INFORMATION:

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

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

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE:_____ **LEAD OFFICE:**_____

PROJECT MANAGER:_____

Exhibit A

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through December 1, 2020.

Selected Entity Name: 211 RESIDENTIAL PARTNERS LLC

Selected Entity Status Information

Current Entity Name: 211 RESIDENTIAL PARTNERS LLC

DOS ID #: 5887626

Initial DOS Filing Date: DECEMBER 01, 2020

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

THE LIMITED LIABILITY COMPANY

C/O B&B URBAN LLC

180 VARICK ST

NEW YORK, NEW YORK, 10014

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

***Stock Information**

of Shares Type of Stock \$ Value per Share

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date Name Type Entity Name

DEC 01, 2020 Actual 211 RESIDENTIAL PARTNERS LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS](#)
[Homepage](#) | [Contact Us](#)

Exhibit B

LLC RESOLUTION

The undersigned, being the Sole Members of B&B Urban LLC, the Manager of 211 Residential Managers LLC, a New York domestic limited liability company, the Manager of 211 Residential Managing Member LLC, a New York domestic limited liability company, the Manager of 211 Residential Partners LLC, a New York domestic limited liability company (the "Company"), do hereby consent to and adopt the following resolutions:

WHEREAS, the Company is the beneficial owner of certain real property located at 713 East 211th Street & 718 East 212th Street, Bronx, NY 10467, Block 4657, Lots 42 & 71 (the "Property"); and

WHEREAS, the Property has been entered into the New York State Department of Environmental Conservation Brownfield Cleanup Program (the "BCP"), is subject to a Brownfield Site Cleanup Agreement (the "Agreement"), and is known as DEC Site No. C203113; and

WHEREAS, the Company desires to be added as a Volunteer to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Company is hereby authorized and directed to execute and deliver any and all documents in connection with the Brownfield Site Cleanup Agreement, including an environmental easement and any other documents deemed necessary in substantial accordance with this Resolution.

AND BE IT FURTHER RESOLVED, that the Member of the Company hereby authorizes and directs ALAN BELL, as authorized signatory (the "Authorized Signatory") to acknowledge, execute and deliver for and on behalf of the Company, any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to cause the Company to become a party to the Agreement under the BCP and effect and continue the inclusion of the Property in the BCP, including but not limited to, the Agreement and any amendments and applications to amend the Agreement and the Authorized Signatory is further authorized to take such actions and execute such agreements, documents, instruments, and any required environmental easement for the Property, as he may from time to time deem necessary or appropriate to cause the Company to carry out its obligations under the Agreement and the BCP, and to take such additional actions as he deems desirable and appropriate to carry out the intent and to accomplish the purposes of these resolutions;

AND BE IT FURTHER RESOLVED, that any and all lawful action taken in good faith by the Authorized Signatory prior to the date hereof on behalf of the Company and in furtherance of the transactions contemplated by the foregoing resolution are in all respects ratified, confirmed and approved by the Company as its own acts and deeds, and shall conclusively be deemed to be the acts and deeds of the Company for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent in the capacity noted below as of this 3rd day of December 2020.

211 RESIDENTIAL PARTNERS LLC, a New York limited liability company

By: 211 Residential Managing Member LLC, a New York limited liability company, its Managing Member

By: 211 Residential Managers LLC, a New York limited liability company, its Manager

By: B&B Urban LLC, a New York limited liability company, its Manager

By: Elisa Barnes

Name: Elisa Barnes

Title: Member

By: Alan Bell

Name: Alan Bell

Title: Member

Exhibit C

Section VII. New Requestor Volunteer Certification

Statement describing why the Requestor should be considered a Volunteer:

In accordance with the definitions outlined in ECL § 27-1405(1), 211 Residential Partners LLC, the new Requestor, is considered a Volunteer, as its liability arises solely as a result of site ownership ***subsequent*** to the disposal of hazardous waste or discharge of petroleum.

Exhibit D

ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 3rd day of December 2020, by and between 211 Residential Associates LLC ("**Grantor**"), and 211 Residential Partners LLC ("**Grantee**").

WHEREAS, Grantor is beneficial owner of the real property located at East 211th Street and 718 East 212th Street, Block 4657, Lots 42 and 71, together with the building and improvements thereon ("**Grantor's Property**"); and

WHEREAS, Grantor and Grantee have entered into a contract for the sale of Grantor's Property to Grantee; and

WHEREAS, Grantor has included Grantor's Property in the New York State Brownfield Cleanup Program ("**BCP**") and Grantor's Property is known as DEC Site No. C203113; and

WHEREAS, prior to the closing of the sale of Grantor's Property to Grantee, Grantee may require access to Grantor's Property to carry out investigatory, remedial and other related tasks required by the BCP (collectively, the "**Work**"); and

WHEREAS, Grantor desires to grant Grantee such access.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants reasonable access and a license upon, into, under or through Grantor's Property for the purpose of the entry thereon by Grantee, its agents, employees, architects, engineers, contractors and consultants (collectively, the "**Grantee Related Parties**" and each a "**Grantee Related Party**"), vehicles, equipment and materials required by Grantee to satisfy tasks and obligations required by any Brownfield Cleanup Agreement entered into between Grantee and the New York State Department of Environmental Conservation.
2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor, its agents, employees, workers, contractors and tenants will have full authority to come upon and have unfettered access to Grantor's Property during the performance of the Work. The performance of the Work will not interfere unreasonably with the quiet enjoyment of Grantor's Building by the tenants thereof. Grantor agrees that it will use commercially reasonable efforts to avoid unreasonable interference with Grantee's exercise of its rights hereunder.
3. All of the foregoing activities shall be performed at Grantee's sole cost and expense.
4. Grantee shall provide reasonable notice to Grantor, but in no event less than 24 hours, prior to Grantee's need for access to Grantor's Property to perform the Work, provided, however, that shorter notice may be required in the event of an emergency.

5. Grantee shall be responsible for obtaining all federal, state or local governmental approvals and providing all notices in relation to the Work.

6. If upon completion of the activities requiring access to Grantor's Property title to Grantors' Property has not yet passed to Grantee, Grantee and/or Grantee Related Parties shall promptly remove all materials and restore Grantor's Property substantially to the condition it was in prior to such activities, subject to any required institutional controls.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any proceedings initiated by either party to enforce the terms of or otherwise related to this Agreement shall be brought in the Supreme Court, State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantee and is effective as of the date set forth above.

GRANTOR:

211 Residential Associates LLC

By: Alan Bell
Name: ALAN BELL
Title: MANAGER

GRANTEE:

211 Residential Partners LLC

By: Alan Bell
Name: ALAN BELL
Title: MANAGER