

**130 St. Felix Street LLC**  
**Brownfield Cleanup Program Application**  
**130 Saint Felix Street Site**  
**130 Saint Felix Street, Brooklyn, NY 11217**



**Legal & Consulting Team:**  
**Knauf Shaw LLP & Langan Engineering.**  
**February 2020**



## BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

DEC requires an application to request major changes to the description of the property set forth in a Brownfield Cleanup Agreement, or "BCA" (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). Such application must be submitted and processed in the same manner as the original application, including the required public comment period. **Is this an application to amend an existing BCA?**

Yes

No

If yes, provide existing site number: \_\_\_\_\_

### PART A (note: application is separated into Parts A and B for DEC review purposes) *BCP App Rev 10*

#### Section I. Requestor Information - See Instructions for Further Guidance

DEC USE ONLY  
BCP SITE #:

NAME

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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 Corporation & Business Entity Database](#). A print-out of entity information from the database must be submitted to the New York State Department of Environmental Conservation (DEC) with the application to document that the requestor is authorized to do business in NYS. **Please note:** If the requestor is an LLC, the members/owners names need to be provided on a separate attachment.

Do all individuals that will be certifying documents meet the requirements detailed below? Yes No

- Individuals that will be certifying BCP documents, as well as their employers, meet the requirements of Section 1.5 of [DER-10: Technical Guidance for Site Investigation and Remediation](#) and Article 145 of New York State Education Law. **Documents that are not properly certified will be not approved under the BCP.**

#### Section II. Project Description

1. What stage is the project starting at?

Investigation

Remediation

NOTE: If the project is proposed to start at the remediation stage, a Remedial Investigation Report (RIR) at a minimum is required to be attached, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Work Plan are also attached (see DER-10 / Technical Guidance for Site Investigation and Remediation for further guidance) then a 45-day public comment period is required.

2. If a final RIR is included, please verify it meets the requirements of Environmental Conservation Law (ECL) Article 27-1415(2): Yes No

3. Please attach a short description of the overall development project, including:

- the date that the remedial program is to start; and
- the date the Certificate of Completion is anticipated.

### Section III. Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish contamination of environmental media on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the property.

To the extent that existing information/studies/reports are available to the requestor, please attach the following (***please submit the information requested in this section in electronic format only***):

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard (ASTM E1903). **Please submit a separate electronic copy of each report in Portable Document Format (PDF).**

**2. SAMPLING DATA: INDICATE KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. LABORATORY REPORTS SHOULD BE REFERENCED AND COPIES INCLUDED.**

Contaminant Category	Soil	Groundwater	Soil Gas
Petroleum			
Chlorinated Solvents			
Other VOCs			
SVOCs			
Metals			
Pesticides			
PCBs			
Other*			

\*Please describe: \_\_\_\_\_

**3. FOR EACH IMPACTED MEDIUM INDICATED ABOVE, INCLUDE A SITE DRAWING INDICATING:**

- SAMPLE LOCATION
- DATE OF SAMPLING EVENT
- KEY CONTAMINANTS AND CONCENTRATION DETECTED
- FOR SOIL, HIGHLIGHT IF ABOVE REASONABLY ANTICIPATED USE
- FOR GROUNDWATER, HIGHLIGHT EXCEEDANCES OF 6NYCRR PART 703.5
- FOR SOIL GAS/ SOIL VAPOR/ INDOOR AIR, HIGHLIGHT IF ABOVE MITIGATE LEVELS ON THE NEW YORK STATE DEPARTMENT OF HEALTH MATRIX

THESE DRAWINGS ARE TO BE REPRESENTATIVE OF ALL DATA BEING RELIED UPON TO MAKE THE CASE THAT THE SITE IS IN NEED OF REMEDIATION UNDER THE BCP. DRAWINGS SHOULD NOT BE BIGGER THAN 11" X 17". THESE DRAWINGS SHOULD BE PREPARED IN ACCORDANCE WITH ANY GUIDANCE PROVIDED.

ARE THE REQUIRED MAPS INCLUDED WITH THE APPLICATION?\*

(\*answering No will result in an incomplete application)

Yes No

**4. INDICATE PAST LAND USES (CHECK ALL THAT APPLY):**

Coal Gas Manufacturing	Manufacturing	Agricultural Co-op	Dry Cleaner
Salvage Yard	Bulk Plant	Pipeline	Service Station
Landfill	Tannery	Electroplating	Unknown

Other: \_\_\_\_\_

Section IV. Property Information - See Instructions for Further Guidance				
PROPOSED SITE NAME				
ADDRESS/LOCATION				
CITY/TOWN			ZIP CODE	
MUNICIPALITY(IF MORE THAN ONE, LIST ALL):				
COUNTY		SITE SIZE (ACRES)		
LATITUDE (degrees/minutes/seconds) °   '   "		LONGITUDE (degrees/minutes/seconds) °   '   "		
<b>Complete tax map information for all tax parcels included within the proposed site boundary. If a portion of any lot is proposed , please indicate as such by inserting "P/O" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding far right column.ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.</b>				
Parcel Address	Section No.	Block No.	Lot No.	Acreage
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site.			Yes	No
2. Is the required property map attached to the application? (application will not be processed without map)			Yes	No
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See <a href="#">DEC's website</a> for more information)			Yes	No
If yes, identify census tract : _____				
Percentage of property in En-zone (check one):                0-49%                      50-99%                      100%				
4. Is this application one of multiple applications for a large development project, where the development project spans more than 25 acres (see additional criteria in BCP application instructions)?      Yes      No  If yes, identify name of properties (and site numbers if available) in related BCP applications:_____				
5. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?			Yes	No
6. Has the property previously been remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.			Yes	No
7. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.			Yes	No



**Section IV. Property Information (continued)**

8. Are there any easements or existing rights of way that would preclude remediation in these areas?  
If yes, identify here and attach appropriate information. Yes No

Easement/Right-of-way Holder

Description

9. List of Permits issued by the DEC or USEPA Relating to the Proposed Site (type here or attach information)

Type

Issuing Agency

Description

10. Property Description and Environmental Assessment – **please refer to application instructions for the proper format of each narrative requested.**

Are the Property Description and Environmental Assessment narratives included in the **prescribed format**?

Yes No

**Note: Questions 11 through 13 only pertain to sites located within the five counties comprising New York City**

11. Is the requestor seeking a determination that the site is eligible for tangible property tax credits? Yes No

If yes, requestor must answer questions on the supplement at the end of this form.

12. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down? Yes No

13. If you have answered Yes to Question 12, above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application? Yes No

**NOTE:** If a tangible property tax credit determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.

If any changes to Section IV are required prior to application approval, a new page, initialed by each requestor, must be submitted.

Initials of each Requestor: \_\_\_\_\_

**BCP application - PART B (note: application is separated into Parts A and B for DEC review purposes)**

<b>Section V. Additional Requestor Information</b> <b>See Instructions for Further Guidance</b>		DEC USE ONLY BCP SITE NAME: _____ BCP SITE #: _____	
NAME OF REQUESTOR'S AUTHORIZED REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF REQUESTOR'S CONSULTANT			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF REQUESTOR'S ATTORNEY			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
<b>Section VI. Current Property Owner/Operator Information – if not a Requestor</b>			
CURRENT OWNER'S NAME		OWNERSHIP START DATE:	
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
CURRENT OPERATOR'S NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
<b>PROVIDE A LIST OF PREVIOUS PROPERTY OWNERS AND OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS AS AN ATTACHMENT. DESCRIBE REQUESTOR'S RELATIONSHIP, TO EACH PREVIOUS OWNER AND OPERATOR, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND PREVIOUS OWNER AND OPERATOR. IF NO RELATIONSHIP, PUT "NONE".</b>			
<b>IF REQUESTOR IS NOT THE CURRENT OWNER, DESCRIBE REQUESTOR'S RELATIONSHIP TO THE CURRENT OWNER, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND THE CURRENT OWNER.</b>			
<b>Section VII. Requestor Eligibility Information (Please refer to ECL § 27-1407)</b>			
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 subject to an existing order for the investigation, removal or remediation of contamination at the site? Yes No			
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator. Yes No			

## Section VII. Requestor Eligibility Information (continued)

4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the ECL Article 27; ii) any order or determination; iii) any regulation implementing 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, DEC 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 DEC, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to DEC? 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 REQUESTOR MUST CERTIFY THAT HE/SHE 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 hazardous waste or discharge of petroleum 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 hazardous waste or discharge of petroleum.

### 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.

**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.**

## Section VII. Requestor Eligibility Information (continued)

Requestor Relationship to Property (check one):

Previous Owner      Current Owner      Potential /Future Purchaser      Other\_\_\_\_\_

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached?

Yes No

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

## Section VIII. Property Eligibility Information - See Instructions for Further Guidance

1. Is / was the property, or any portion of the property, listed on the National Priorities List?  
If yes, please provide relevant information as an attachment.

Yes    No
2. Is / was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites pursuant to ECL 27-1305?  
If yes, please provide:      Site # \_\_\_\_\_      Class # \_\_\_\_\_

Yes    No
3. Is / was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility?  
If yes, please provide:   Permit type: \_\_\_\_\_      EPA ID Number: \_\_\_\_\_  
                                        Date permit issued: \_\_\_\_\_      Permit expiration date: \_\_\_\_\_

Yes    No
4. If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation.

Yes    No
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10?  
If yes, please provide:      Order # \_\_\_\_\_

Yes    No
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum?  
If yes, please provide explanation as an attachment.

Yes    No

## Section IX. Contact List Information

To be considered complete, the application must include the Brownfield Site Contact List in accordance with [DER-23 / Citizen Participation Handbook for Remedial Programs](#). Please attach, at a minimum, the names and addresses of the following:

1. The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
2. Residents, owners, and occupants of the property and properties adjacent to the property.
3. Local news media from which the community typically obtains information.
4. The public water supplier which services the area in which the property is located.
5. Any person who has requested to be placed on the contact list.
6. The administrator of any school or day care facility located on or near the property.
7. The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.



## Section X. Land Use Factors

1. What is the current municipal zoning designation for the site? \_\_\_\_\_

What uses are allowed by the current zoning? (Check boxes, below)

Residential      Commercial      Industrial

If zoning change is imminent, please provide documentation from the appropriate zoning authority.

2. Current Use:    Residential    Commercial    Industrial    Vacant    Recreational    (check all that apply)

**Attach a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date.**

3. Reasonably anticipated use Post Remediation:    Residential    Commercial    Industrial    (check all that apply) **Attach a statement detailing the specific proposed use.**

If residential, does it qualify as single family housing?

Yes    No

4. Do current historical and/or recent development patterns support the proposed use?

Yes    No

5. Is the proposed use consistent with applicable zoning laws/maps? Briefly explain below, or attach additional information and documentation if necessary.

Yes    No

6. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Briefly explain below, or attach additional information and documentation if necessary.

Yes    No

## XI. Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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.

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

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

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

(By a requestor other than an individual)

I hereby affirm that I am \_\_\_\_\_ Member \_\_\_\_\_ (title) of 130 St. Felix Street LLC (entity); that I am authorized by that entity to make this application and execute the Brownfield Cleanup Agreement (BCA) and all subsequent amendments; that this application was prepared by me or under my supervision and direction. If this application is approved, I acknowledge and agree: (1) to execute a BCA within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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.

Date: 1/28/2020

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

Print Name: David L. Pickett

As Theoretical Spectator

### SUBMITTAL INFORMATION:

- Two (2) copies, one paper 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

OR DEC USE ONLY  
BCP SITE T&A CODE: \_\_\_\_\_

LEAD OFFICE: \_\_\_\_\_

**Supplemental Questions for Sites Seeking Tangible Property Credits in New York City ONLY.** Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a) must be submitted if requestor is seeking this determination.

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Property is in Bronx, Kings, New York, Queens, or Richmond counties.	Yes	No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	Yes	No
<b>Please answer questions below and provide documentation necessary to support answers.</b>		
1. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)? Please see <a href="#">DEC's website</a> for more information.	Yes	No
2. Is the property upside down or underutilized as defined below?	Upside Down?	Yes No
	Underutilized?	Yes No
<p><b>From ECL 27-1405(31):</b></p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p> <p><b>From 6 NYCRR 375-3.2(I) as of August 12, 2016:</b> (Please note: Eligibility determination for the underutilized category can only be made at the time of application)</p> <p>375-3.2:</p> <p>(I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and</p> <p>(1) the proposed use is at least 75 percent for industrial uses; or</p> <p>(2) at which:</p> <p>(i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;</p> <p>(ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and</p> <p>(iii) one or more of the following conditions exists, as certified by the applicant:</p> <p>(a) property tax payments have been in arrears for at least five years immediately prior to the application;</p> <p>(b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or</p> <p>(c) there are no structures.</p> <p>"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.</p>		

### Supplemental Questions for Sites Seeking Tangible Property Credits in New York City (continued)

3. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review). **Check appropriate box, below:**

Project is an Affordable Housing Project - Regulatory Agreement Attached;

Project is Planned as Affordable Housing, But Agreement is Not Yet Available\*  
(\*Checking this box will result in a “pending” status. The Regulatory Agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.);

This is Not an Affordable Housing Project.

#### 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.



**BCP Application Summary (for DEC use only)****Site Name:****City:****Site Address:****County:****Zip:****Tax Block & Lot****Section (if applicable):****Block:****Lot:****Requestor Name:****City:****Requestor Address:****Zip:****Email:****Requestor's Representative (for billing purposes)****Name:****Address:****City:****Zip:****Email:****Requestor's Attorney****Name:****Address:****City:****Zip:****Email:****Requestor's Consultant****Name:****Address:****City:****Zip:****Email:****Percentage claimed within an En-Zone:****0%****<50%****50-99%****100%****DER Determination:**

Agree

Disagree

**Requestor's Requested Status:****Volunteer****Participant****DER/OGC Determination:**

Agree

Disagree

**Notes:****For NYC Sites, is the Requestor Seeking Tangible Property Credits:**

Yes

No

**Does Requestor Claim Property is Upside Down:**

Yes

No

**DER/OGC Determination:**

Agree

Disagree

Undetermined

**Notes:****Does Requestor Claim Property is Underutilized:**

Yes

No

**DER/OGC Determination:**

Agree

Disagree

Undetermined

**Notes:****Does Requestor Claim Affordable Housing Status:**

Yes

No

Planned, No Contract

**DER/OGC Determination:**

Agree

Disagree

Undetermined

**Notes:**

# **BCP APPLICATION SUPPORT DOCUMENT**

**BCP APPLICATION SUPPORT DOCUMENT**  
**Exhibit List**

<b>Exhibit A -</b>	DOS Entity Information
<b>Exhibit B-</b>	Corporate Consent
<b>Exhibit C-</b>	Deed
<b>Exhibit D-</b>	Previous Owner and Operators
<b>Exhibit E-</b>	Site Drawing Spider Maps
<b>Exhibit F-</b>	Tax Map, Survey and Metes and Bounds
<b>Exhibit G-</b>	Base Map, Site Location Map, Street Map, and En-Zone Map
<b>Exhibit H-</b>	Zoning Map
<b>Exhibit I-</b>	Flood Map
<b>Exhibit J-</b>	Site Contact List
<b>Exhibit K-</b>	Repository Letters
<b>Exhibit L -</b>	Above Grade Easements and Easements Map

**ENVIRONMENTAL REPORTS SEPARATELY ATTACHED ON CD:**

1. May 2015 Langan Phase I ESA
2. June 2015 Langan Phase II Subsurface Investigation
3. January 2020 NOVA Geophysical Investigation Report

## **PART A**

### **SECTION I - REQUESTOR INFORMATION**

The Requestor is 130 St. Felix Street LLC, a New York limited liability company, located at 432 Park Avenue South, 2<sup>nd</sup> Floor, New York, NY 10016. 130 St. Felix Street LLC is authorized to do business in the State of New York. *See* Exhibit A, NYSDOS Entity Information. The members are as follows:

DLP 2019 LLC, Managing Member  
432 Park Avenue South  
New York, NY 10016

Lerner Felix Street LLC  
107 West 13th Street  
New York, NY 10011

The Written Consent provides David Pickett, on behalf of Managing Member DLP 2019 LLC, with authority to sign all Brownfield Cleanup Program (“BCP”) documents on behalf of the Requestor 130 St. Felix Street LLC. *See* Exhibit B, Corporate Consent.

As further described below in Section IV, the Site is located at 130 Saint Felix Street, Brooklyn, New York, NY 11217, tax parcel identification no. Block 2111 Lot 40 (“Site” or “BCP Site.”) and the Requestor is the owner of the BCP Site. *See* Exhibits C, Deeds, and Exhibit F, Survey.

The Requestor has no prior relationship with any current or past owners or operators of the Site. *See* Sections V and VI below, and Exhibit D, Previous Owners and Operators List. The Requestor did not cause any of the contamination of the Site, which predates the Requestor’s involvement at the Site.

### **SECTION II - PROJECT DESCRIPTION**

**Please refer to responses to Questions 1-3 on the BCP Application Form.**

#### **4. Short Project Description**

Gotham intends to entitle and develop an approximate 167,000 GSF (152,000 ZSF), mixed-use for-sale condominium building on top of a 20,000 GSF community facility space to be purchased and occupied by the Brooklyn Music School (BMS). Gotham will comply with the Mandatory Inclusionary Housing program by setting aside 30% of the units for low-income, moderate, and middle-income households as affordable for sale home ownership units.

#### **Schedule- Commencement through COC**

A Remedial Investigation Work Plan (RIWP) is expected to be completed on the Site within two months after the Brownfield Cleanup Agreement is executed, which is expected to be by June



2020. The Remedial Investigation is expected to commence by late Summer of 2020 and be completed by the Fall of 2020. The Remedial Action Work Plan (“RAWP”) will be completed in late Fall or early Winter of 2020, with approval after the 45-day comment period by the end of 2020 or early 2021. The project will be simultaneously going through the LPC and rezoning approval process in 2020, with ULURP completion expected in Spring 2021. Site preparation activities, including support of excavation in order to prepare the Site for remediation, may commence in Fall 2021, and any required remediation may commence in the Fall/Winter of 2021. The Certificate of Completion is anticipated to be issued by the end of 2021 or early 2022.

## **SECTION III – PROPERTY’S ENVIRONMENTAL HISTORY**

### **1. List of Environmental Reports**

The following is the list of environmental reports for the Site separately attached:

- A. May 2015 Langan Phase I ESA
- B. June 2015 Langan Phase II Subsurface Investigation
- C. January 2020 NOVA Geophysical Investigation Report

### **2. Sampling Data**

See Exhibit E, Spider Maps, which includes sampling data summaries, and Section IV.10.F.

### **3. Site Drawing**

See Exhibit G, Site Location and Base Map, which includes a Site Map Drawing.

### **4. Past Land Uses**

See Section IV.10.D for full description of past land uses.

## **SECTION IV – PROPERTY INFORMATION**

### **1. Site Boundary and Tax Parcel Information**

The Site boundary corresponds to the tax boundary. The Tax Boundary Map and a Survey map are provided in Exhibit F. The Site Location Map and Base Property Map are in Exhibit G.

### **2. Property Map**

The Site Location and Base Property Map are in Exhibit G. A Survey map is in Exhibit F.

### **3. En-Zone**

The Site is not within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6).

**4. Project Size**

This application is not one of multiple applications for a large development project where the project spans more than 25 acres.

**5. Off-site Contamination**

The contamination from groundwater or soil vapor is not solely emanating from property other than the Site subject to the present application.

**6. Previous Remediation**

The property has not been previously remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law.

**7. Under Water Land**

The property does not have any lands that are under water.

**8. Easements**

There are a number of above grade easements that impact the Site but will not impact subsurface remediation, which run to the benefit of the adjacent owner of the One Hanson Street site for access to a loading dock, generator and general ingress and egress access to the Site from the adjacent One Hanson site. *See Exhibit L, Recorded Easement and Easement Map.* The Volunteer is able to perform subsurface work in the areas of the site impacted by the easements but then subsequently when the Site is developed, must provide access to the above grade areas described in the recorded easement and shown on the map.

**9. DEC/USEPA Permits Related to Site**

There are no DEC or USEPA permits related to the proposed Site.

**10. Property Description Narrative**

A. Site Location

*See Response to Section IV.1 and IV.2 above.* The Site is located at 130 Saint Felix Street, Brooklyn, New York 11217. The Site is located in the Fort Greene Neighborhood of Brooklyn, New York. Residential, commercial, and institutional buildings characterize the surrounding area.

The Subject Property is bounded by two multi-story Brooklyn Academy of Music buildings

to the north, Saint Felix Street followed by multi-story residential buildings to the east, a multi-story church building to the south, and Ashland Place followed by an active construction site to the West. New York City Transit (NYCT) subway tunnels are located beneath Lafayette Avenue to the north, Saint Felix Street to the east, and Ashland Place, Fourth Avenue, and Flatbush Avenue to the west and south of the Subject Property.

B. Site Features

The Site is developed with an asphalt-paved parking lot and is located on an L-shaped city lot bounded by two multi-story Brooklyn Academy of Music buildings to the north, multi-story residential buildings to the east, a multi-story mixed residential and commercial building and a multi-story church building to the south. New York City Transit (NYCT) subway tunnels are located beneath Lafayette Avenue to the north, Saint Felix Street to the east, and Ashland Place, Fourth Avenue, and Flatbush Avenue to the west and south of the Subject Property.

The nearest body of water to the Site is the Gowanus Canal, which is approximately 0.57 miles southwest from the Site. The site is not in a flood zone. *See Flood Map in Exhibit I.*

C. Current Zoning and Land Use

The Site is currently located in the C6-1 District. *See Exhibit H, Zoning Map.* The subject property is currently used only for intermittent rentals to movie productions for equipment storage. The surrounding properties include the Brooklyn Academy of Music building to the north, residential buildings to the east and mixed residential and commercial buildings and a church to the south. The closest residential zone to the Site is directly to the east of the Site, located on the eastern side of Felix Street. It is a R6B Zoning District. There is another R6B Zoning district approximately 0.089 miles west of the Site. The property is .4 miles from the Atlantic Avenue Barclay Arena Station subway line.

The applicant, 130 St. Felix Street LLC, is in the process of applying for a Zoning map amendment to change from a C6-1 district to a C6-6 district on the western half of the Block to a depth of 250 feet from Hanson Place, and from C6-1 to C6-4 on the eastern half of the Block to a depth of 330 feet from Hanson Place within the Special Downtown Brooklyn District. Additional zoning text amendments include:

- ZR 101-21(d) to increase the residential FAR in C6-6 districts within Mandatory Inclusionary Housing areas in the Special Downtown Brooklyn District
- ZR 101-82 to make this special permit applicable in C6-4 and C6-6 districts within a historic district in the Special Downtown Brooklyn District
- Appendix F to establish a Mandatory Inclusionary Housing area over the C6-4 and C6-6 districts

There may also be a special permit to modify tower floor plate coverage, minimum distance between buildings, and yard regulations under ZR 101-82 and a special permit to waive parking requirements for developments with income-restricted units under ZR 74-533.

#### D. Past Use of the Site

According to Sanborn maps, the Subject Property has been used as a parking lot since at least 1950. However, prior to the parking lot use, the City Department of Finance classification of the Subject Property was as a garage/gasoline station. Therefore, according to the Phase I, auto repair or service activities may have taken place on the Subject Property, which was determined to be a Recognized Environmental Condition (REC) in the Phase I site investigation. Langan observed areas where concrete and asphalt were cut and later patched suggesting Underground Storage Tanks (USTs) were either removed or are still present. However, Langan observed that there was no discoloration indicative of a leak and that there are no listings for the subject property in the Leaking Underground Storage Tank, Spills and Petroleum Bulk Storage databases. The Phase I Report concludes potential releases of petroleum products, solvents, and/or other hazardous materials from adjacent properties may have adversely impacted soil, groundwater, and/or soil vapor at the Subject Property.

#### E. Site Geology and Hydrogeology

According to the 2015 Phase I Report, the geology of the Site consists of the Hartland Formation, which is typically encountered in the area of the Subject Property at depths greater than 100 feet. The Harland Formation consists of gray schist with quartz, biotite, and muscovite. Based on geotechnical investigations conducted by Langan within the area, the depth to bedrock is greater than 90 feet below ground surface (bgs).

Based on the general topography of the surrounding area, inferred groundwater flow is to the southwest toward the Gowanus Canal, which is located about a half mile southwest of the Subject Property. According to a Phase II Environmental Site Assessment performed by Langan on the northern adjoining property (321 Ashland Place) in 2008, depth to groundwater is about 38 feet bgs.

#### F. Environmental Assessment

The May 2015 Phase I Report revealed that the Site was used as a parking lot as early 1950. However, prior to the parking lot use, the City Department of Finance classification of the Subject Property was as a garage/gasoline station. Therefore, according to the Phase I, auto repair or service activities may have taken place on the Subject Property, which was determined to be a Recognized Environmental Condition (REC) in the Phase I site investigation. The Phase I report also concluded there were and may still be underground storage tanks (UST), which could have impacted soil, groundwater and/or soil vapor at the Site. Additionally, the report found that surrounding property uses included manufacturing, filling stations, and several dry cleaners within 900 feet of the site, which may have impacted groundwater and/or soil vapor at the site. Furthermore, a No. 2 fuel oil release at the adjacent parcel was reported to the New York State Department of Environmental Conservation (NYSDEC) on May 18, 2004, citing impacted soil at 4 to 40 feet below grade surface (bgs) and observed free-phase product on groundwater. A delineation work plan



and exposure assessment was submitted to the NYSDEC in November 2013, and after review, the NYSDEC closed the spill on April 15, 2015.

The June 2015 Phase II Report described the field activities were completed on May 30, 2015 to investigate the Site, which included: 1) installation of 5 soil borings and collection of six soil samples, 2) installation of one groundwater monitoring well and collection of two groundwater samples, and 3) collection of three soil vapor samples and one ambient air sample. The general soil profile consists of uncontrolled historic fill overlying sand, which overlies silt, followed by sand. The fill layer consists of coarse to fine sand with varying amounts of brick, concrete, slag, coal, tile, glass, gravel, and silt. The site is capped by a 5-inch thick asphalt cover. Historic fill was encountered immediately below the asphalt cover to about 9.5 feet bgs. Depth to water is about 42 feet bgs.

The 2020 Geophysical Engineering Survey (GES) Report found that anomalies resembling potential subsurface utilities (such as drainage and conduit) were identified within the survey area. Two large geophysical anomalies resembling a potential buried foundation were identified during the GES. A suspected fill port was identified in the sidewalk of the survey area and traced entering an area of potentially buried foundation materials. The GES could not identify the continuation of the above-mentioned anomaly / suspected fill port.

Based on the investigations conducted to date, the primary contaminants of concern are very high industrial levels of Semi-Volatile Organic Compounds (SVOCs) and Metals (Barium, Lead and Mercury) in soil and groundwater likely due to the presence of coal and slag in the historic fill on this Site. *See* Ex. E Spider Maps and the data summary tables from the Phase II on the next few pages. Volatile Organic Compounds (VOCs) Naphthalene and total xylenes were detected above Unrestricted Use SCOs in one soil sample location. In groundwater, the VOC chloroform exceeded its respective Ambient Water Quality Standard (AWQS), total metals concentrations of trivalent chromium, iron, and sodium were detected above AWQS and with the exception of sodium, dissolved (filtered) metals did not exceed their respective AWQS or GVs. In soil vapor samples, multiple VOCs, including petroleum-related compounds (i.e., trimethylbenzenes, xylenes, and toluene, etc.) consisted with the history of former petroleum uses on and off-site, were detected at concentrations above baseline levels in sample SV02, located near the north-central area of the site. However, the petroleum constituents and other chlorinated VOCs present in soil vapor at this Site do not currently have New York State DOH Air Guidance Value (AGV) screening levels. *See* summary tables below:

**Soil:** There are high PAHs and metals present from the coal and slag fill.

Summary of Soil Sample Results - VOCs and SVOCs  
130 Saint Felix Street  
Brooklyn, New York  
Langan Project No. 170366001

			DUPLICATES							
LOCATION	Part 375 Unrestricted Use	Part 375 Restricted Use Restricted- Residential	EB07_10-12	DUP01_053015		EB09_4.5-5.5	EB10_1-2	EB12_7-9	EB13_7-9	
SAMPLING DATE			5/30/2015	5/30/2015	5/30/2015	5/30/2015	5/30/2015	5/30/2015		
LAB SAMPLE ID			L1511932-01	L1511932-06	L1511932-02	L1511932-03	L1511932-04	L1511932-05		
SAMPLE TYPE			Soil	Soil	Soil	Soil	Soil	Soil		
SAMPLE DEPTH (ft.)			10-12	10-12	4.5-5.5	1-2	7-9	7-9		
VOCs (mg/kg)										
1,2,4,5-Tetramethylbenzene	~	~	0.0039 U	0.0048 U	0.0063 U	0.0045 U	0.081 J	0.0048 U		
1,2,4-Trimethylbenzene	3.6	52	0.0049 U	0.0061 U	0.0079 U	0.0057 U	0.54 J	0.0061 U		
1,3,5-Trimethylbenzene	8.4	52	0.0049 U	0.0061 U	0.0079 U	0.0057 U	0.29 J	0.0061 U		
Acetone	0.05	100	0.0056 J	0.012 U	0.016 U	0.011 U	2.4 U	0.012 U		
Naphthalene	12	100	0.0049 U	0.0061 U	0.0079 U	0.0057 U	53	0.0061 U		
o-Xylene	~	~	0.002 U	0.0024 U	0.0032 U	0.0023 U	0.24 J	0.0024 U		
p-Diethylbenzene	~	~	0.0039 U	0.0048 U	0.0063 U	0.0045 U	0.2 J	0.0048 U		
p/m-Xylene	~	~	0.00024 J	0.0024 U	0.0032 U	0.0023 U	0.3 J	0.0024 U		
Toluene	0.7	100	0.00025 J	0.0018 U	0.0024 U	0.0017 U	0.36 U	0.0018 U		
Xylenes, Total	0.26	100	0.00024 J	0.0024 U	0.0032 U	0.0023 U	0.54 J	0.0024 U		
SVOCs (mg/kg)										
2,4-Dimethylphenol	~	~	0.21 U	0.22 U	0.93 U	0.37 U	3.8 J	0.18 U		
2-Methylnaphthalene	~	~	0.26 U	0.26 U	1.2 U	0.44 U	50	0.093 J		
3-Methylphenol/4-Methylphenol	0.33	100	0.31 U	0.32 U	1.3 U	0.53 U	8.1 J	0.27 U		
Acenaphthene	20	100	0.17 U	0.18 U	1.9	0.3 U	58	0.18		
Acenaphthylene	100	100	0.17 U	0.18 U	2.2	0.3 U	42	0.15		
Anthracene	100	100	0.13 U	0.13 U	5	0.22 U	140	0.46		
Benzo(a)anthracene	1	1	0.13 U	0.13 U	17	0.22 U	270	0.9		
Benzo(a)pyrene	1	1	0.17 U	0.18 U	17	0.3 U	260	0.84		
Benzo(b)fluoranthene	1	1	0.13 U	0.13 U	21	0.22 U	270	1		
Benzo(ghi)perylene	100	100	0.17 U	0.18 U	12	0.3 U	180	0.57		
Benzo(k)fluoranthene	0.8	3.9	0.13 U	0.13 U	7.9	0.22 U	190	0.37		
Biphenyl	~	~	0.49 U	0.5 U	0.41 J	0.84 U	14 J	0.42 U		
Carbazole	~	~	0.21 U	0.22 U	1.9	0.37 U	100	0.24		
Chrysene	1	3.9	0.13 U	0.13 U	18	0.22 U	270	0.91		
Dibenzo(a,h)anthracene	0.33	0.33	0.13 U	0.13 U	3.6	0.22 U	60	0.15		
Dibenzofuran	7	59	0.21 U	0.22 U	1.5	0.37 U	71	0.17 J		
Fluoranthene	100	100	0.13 U	0.13 U	23	0.11 J	600	2.4		
Fluorene	30	100	0.21 U	0.22 U	1.6	0.37 U	76	0.2		
Indeno(1,2,3-cd)Pyrene	0.5	0.5	0.17 U	0.18 U	10	0.3 U	170	0.48		
Naphthalene	12	100	0.21 U	0.22 U	3.2	0.37 U	110	0.2		
Phenanthrene	100	100	0.13 U	0.13 U	16	0.22 U	620	2		
Phenol	0.33	100	0.21 U	0.22 U	0.93 U	0.37 U	3.9 J	0.18 U		
Pyrene	100	100	0.13 U	0.13 U	23	0.096 J	480	2		

				DUPLICATES					
LOCATION		Part 375	Part 375	EB07_10-12	DUP01_053015	EB09_4.5-5.5	EB10_1-2	EB12_7-9	EB13_7-9
SAMPLING DATE		Unrestricted Use	Restricted Use	5/30/2015	5/30/2015	5/30/2015	5/30/2015	5/30/2015	5/30/2015
LAB SAMPLE ID			Restricted-Residential	L1511932-01	L1511932-06	L1511932-02	L1511932-03	L1511932-04	L1511932-05
SAMPLE TYPE				Soil	Soil	Soil	Soil	Soil	Soil
SAMPLE DEPTH (ft.)				10-12	10-12	4.5-5.5	1-2	7-9	7-9
Herbicides (mg/kg)									
Total Herbicides	~	~		ND	ND	ND	ND	ND	ND
Pesticides (mg/kg)									
Total Pesticides	~	~		ND	ND	ND	ND	ND	ND
PCBs (mg/kg)									
Total PCBs	~	~		ND	ND	ND	ND	ND	ND
Total Metals (mg/kg)									
Aluminum, Total	~	~		7100	9800	6200	6100	5800	7800
Antimony, Total	~	~		5.1 U	5.1 U	2.3 J	1.6 J	1.1 J	4.2 U
Arsenic, Total	13	16		1.1	1.2	12	16	8.6	4.4
Barium, Total	350	400		53	73	860	370	720	140
Beryllium, Total	7.2	72		0.31 J	0.42 J	0.26 J	0.28 J	0.24 J	0.3 J
Cadmium, Total	2.5	4.3		1 U	1 U	0.95 J	0.1 J	0.93	0.85 U
Calcium, Total	~	~		1300	1700	45000	26000	22000	14000
Chromium, Total	30	180		18	25	24	16	32	17
Cobalt, Total	~	~		6.6	8.6	4.7	5.5	4.7	5.6
Copper, Total	50	270		16	21	42	28	64	20
Iron, Total	~	~		15000	20000	15000	13000	12000	14000
Lead, Total	63	400		5.1 U	5.1 U	2800	620	2000	130
Magnesium, Total	~	~		2400	3200	4100	2700	4600	2800
Manganese, Total	1600	2000		370	380	390	250	260	270
Mercury, Total	0.18	0.81		0.1 U	0.09 U	0.9	0.25	1.7	0.42
Nickel, Total	30	310		15	16	16	13	20	13
Potassium, Total	~	~		1300	2000	920	1300	1000	1300
Selenium, Total	3.9	180		2 U	2 U	0.75 J	0.4 J	1.3 J	0.53 J
Silver, Total	2	180		1 U	1 U	0.72 J	0.86 U	0.21 J	0.85 U
Sodium, Total	~	~		270	450	120 J	100 J	220	160 J
Vanadium, Total	~	~		24	33	22	22	32	25
Zinc, Total	109	10000		34	50	1200	510	620	140
General Chemistry (mg/kg)									
Chromium, Hexavalent	1	110		0.58 J	0.53 J	0.96 J	0.31 J	0.33 J	0.3 J
Chromium, Trivalent	30	180		17 J	24 J	23 J	16 J	32 J	17 J
Cyanide, Total	27	27		1.2 U	1.3 U	0.62 J	1.1 U	0.75 J	1 U

# Groundwater:

**Table 4**  
**Summary of Detected Groundwater Sample Results**  
**130 Saint Felix Street**  
**Brooklyn, New York**  
**Langan Project No. 170366001**

		DUPLICATES	
LOCATION		MW11_053015	GWDUP01_053015
SAMPLING DATE	NYSDEC TOGS	5/30/2015	5/30/2015
LAB SAMPLE ID	AWQS - Class GA	L1511932-07	L1511932-08
SAMPLE TYPE		Groundwater	Groundwater
<b>VOCs (µg/L)</b>			
Chloroform	7	15	15
Tetrachloroethene	5	1.2	1.3
Trichloroethene	5	3.4	3.4
<b>SVOCs (µg/L)</b>			
Fluoranthene	50	0.05 J	0.04 J
Phenanthrene	50	0.1 J	0.1 J
<b>PCBs (µg/L)</b>			
Total PCBs	5	ND	ND
<b>Metals, Total (µg/L)</b>			
Aluminum, Total	~	1020	952
Antimony, Total	3	1.5 J	0.8 J
Arsenic, Total	25	1	1
Barium, Total	1000	125.8	114.3
Cadmium, Total	5	0.1 J	0.2 U
Calcium, Total	~	67000	53100
Chromium, Total	50	62.7	41.1
Cobalt, Total	~	2.1	1.4
Copper, Total	200	7.3	6.1
Iron, Total	300	3090	2420
Lead, Total	25	2.2	1.7
Magnesium, Total	35000	29300	24300
Manganese, Total	300	160.6	130
Nickel, Total	100	39.2	23.6
Potassium, Total	~	5040	4500
Selenium, Total	10	1 J	1 J
Silver, Total	50	0.1 J	0.2 J
Sodium, Total	20000	51600	46600
Vanadium, Total	~	3.3 J	2.3 J
Zinc, Total	2000	123.8	143.6
<b>Metals, Dissolved (µg/L)</b>			
Aluminum, Dissolved	~	42	22
Antimony, Dissolved	3	1.6 J	0.9 J
Arsenic, Dissolved	25	0.5 J	0.4 J
Barium, Dissolved	1000	104.2	101.9
Calcium, Dissolved	~	69300	65900
Chromium, Dissolved	50	4.1	1.7
Cobalt, Dissolved	~	0.4 J	0.3 J
Copper, Dissolved	200	1.7	5.9
Iron, Dissolved	300	58	37 J
Lead, Dissolved	25	1 U	0.1 J
Magnesium, Dissolved	35000	26200	23800
Manganese, Dissolved	300	66.9	60.4
Nickel, Dissolved	100	7.5	4.2
Potassium, Dissolved	~	4490	4240
Silver, Dissolved	50	0.2 J	0.4 U
Sodium, Dissolved	20000	62800	54200
Zinc, Dissolved	2000	7.9 J	5.8 J

**Soil Vapor:** Multiple VOCs, including petroleum-related compounds (i.e., benzene, trimethylbenzenes, xylenes, and toluene, etc.) were detected at concentrations above baseline levels in sample SV02, located near the north-central area of the Site but there are no soil vapor NYSDOH Air Guidance Values (AGVs) for most of the CVOCs detected.

**Table 5**  
**Summary of Detected Soil Vapor and Ambient Air Sample Results**  
**130 Saint Felix Street**  
**Brooklyn, NY**  
**170366001**

LOCATION SAMPLING DATE LAB SAMPLE ID SAMPLE TYPE	NYSDOH AGVs	AMB_053015 5/30/2015 L1511934-04 Ambient Air	SV01 5/30/2015 L1511934-01 Soil Vapor	SV02 5/30/2015 L1511934-02 Soil Vapor	SV03 5/30/2015 L1511934-03 Soil Vapor
VOCs, TO-15 (µg/m <sup>3</sup> )					
1,1,1-Trichloroethane	~	1.09 U	2.73 U	3.64 U	1.3
1,2,4-Trimethylbenzene	~	1.36	86.5	80.1	64.4
1,3,5-Trimethylbenzene	~	0.983 U	24	23.6	16
1,3-Butadiene	~	0.442 U	1.57	2.39	0.442 U
1,3-Dichlorobenzene	~	1.2 U	3.01 U	4.01 U	4.6
2,2,4-Trimethylpentane	~	5.56	2.34 U	9.81	7.38
2-Butanone	~	1.47 U	11.7	37.8	6.61
4-Ethyltoluene	~	0.983 U	16	15.8	11.7
4-Methyl-2-pentanone	~	2.05 U	5.66	15.5	2.05 U
Acetone	~	13.5	82	152	137
Benzene	~	0.639 U	4.34	4.7	2.3
Carbon disulfide	~	0.623 U	442	679	15.3
Chloroform	~	0.977 U	2.44 U	3.26 U	1.02
Chloromethane	~	1.31	1.03 U	1.38 U	1.18
Cyclohexane	~	0.688 U	13.8	7.74	2.03
Dichlorodifluoromethane	~	1.05	2.47 U	3.3 U	1.68
Ethanol	~	12.9	27.5	69.5	164
Ethylbenzene	~	0.869 U	17.2	21.1	11.9
Heptane	~	1.05	8.77	22.5	4.34
Isopropanol	~	1.98	8.41	14.1	28.3
n-Hexane	~	0.835	13.9	49.3	2.97
o-Xylene	~	1.06	37.4	43.9	26.1
p/m-Xylene	~	2.81	81.7	93	53
Styrene	~	0.852 U	38.5	35.3	24.4
Tertiary butyl Alcohol	~	1.52 U	24.3	25.5	59.1
Tetrachloroethene	30	1.36 U	3.39 U	7.87	3.04
Tetrahydrofuran	~	1.47 U	3.69 U	20.2	1.77
Toluene	~	4.11	43.3	41.8	27.2
Trichlorofluoromethane	~	2.44	2.81 U	3.75 U	1.55

Please refer to responses to Questions 11-13 on the BCP Application Form.

## **PART B**

### **SECTION V- ADDITIONAL REQUESTOR INFORMATION**

*See* Section I, Requestor Information and responses in the Application form. As stated in Section I, the Requestor has no prior relationship with any current or past owners or operators of the Site other than the Requestor purchased the Site from adjacent property owner CJUF II Hanson LLC. *See also* Exhibit D, Previous Owners and Operators List. The Requestor did not cause any of the contamination of the Site, which predates the Requestor's involvement at the Site.

### **SECTION VI- CURRENT PROPERTY OWNER/OPERATOR INFORMATION**

130 St. Felix Street LLC is the owner of the Site. 130 St. Felix Street LLC has owned the parcels since June 11, 2015. *See* Exhibit C, Deed.

A Previous Owner and Operator list is attached as Exhibit D. This Exhibit includes both current and previous property owners and operators by name, last known address, telephone number, and the Requestor's relationship to each owner and operator (all of which are "None"). Exhibit D also includes the prior operators' use of the Site, which generally included commercial uses with some residential uses.

### **SECTION VII- REQUESTOR ELIGIBILITY INFORMATION**

**Please refer to responses to Questions 1-10 on the BCP Application Form.**

#### **11. Unregistered bulk storage tanks**

Since it was not confirmed by the 2015 investigations if unregistered USTs remained at the Site given its former use as a former garage/gasoline station, which was considered a REC, Langan retained NOVA to perform a geophysical engineering survey (GES) consisting of a Ground Penetrating Radar (GPR) and Electromagnetic (EM) survey at the Site to locate and identify utilities, underground storage tanks and other substructures as well as to clear and mark proposed boring areas on January 10th, 2020. While the GES found: excessive fill materials on the property which appears to contained former structures with a basement; anomalies resembling potential subsurface utilities (such as drainage and conduit); two large geophysical anomalies resembling a potential buried foundation; and a suspected fill port was identified in the sidewalk of the survey area and traced entering an area of potential buried foundation; USTs were not identified.

In addition, the Site was not listed in the Leaking Underground Storage Tank, Spills or Petroleum Bulk Storage databases. Finally, the cuts in the concrete and asphalt at the Site the size of tanks

discussed in the 2015 reports, coupled with the new GES Report, is further evidence the tanks were removed. Therefore, based on all of the above, a “No” response was placed in the Application in response to Question 11.

## **SECTION VIII- PROPERTY ELIGIBILITY INFORMATION**

**Please refer to the responses to the Questions 1-6 on the BCP Application Form, which confirms the Site is not ineligible for the BCP.**

In addition to the responses on the application form, which clarify the Site is an eligible brownfield site pursuant to ECL § 27-1405, the following information further demonstrates this Site’s eligibility for the BCP. The Site meets the definition of an eligible “brownfield site” in Environmental Conservation Law § 27-1405(2) as “any real property where a contaminant is present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by the department that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations.” Environmental investigation results show evidence of impact from the Site’s previous gas station uses, which can be linked to and caused Site contamination above the applicable cleanup standards. In addition, a contaminated historic fill layer including slag and coal is present, which is also causing PAH and metals contamination. There is a prior City Dept. of Finance listing as a garage/service station. *See* Environmental Reports and the Spider Maps in Exhibit E, providing the data demonstrating exceedances of the cleanup standards for this Site. As a result, the Site meets the definition of a brownfield site pursuant to Environmental Conservation Law §27-1405(2).

## **SECTION IX - CONTACT LIST INFORMATION**

*See* Exhibit J for the Site Contact List. *See* Exhibit K, for the Repository Letters.

## **SECTION X- LAND USE FACTORS**

### **1. Current Zoning**

The Site is within the C6-1 District, which allows for commercial and residential uses. *See* Exhibit H, Zoning Map. However, the Requestor has commenced a C6-4 rezoning action to accommodate the proposed project.

### **2. Current Use**

This Site is currently used as a parking lot and has been used as such since at least 1950. It is also intermittently used as storage for typically equipment and trailers for movie sets.

**3. Intended Use Post Remediation**

Post remediation use of the Site will be commercial and residential. *See* Section II, Project Scope for a more detailed description.

**4. Do current historical and/or recent development patterns support the proposed use?**

Yes, the Downtown Brooklyn region has grown with increasingly mixed use commercial and residential buildings. The region is already home to several academic institutions with over 32,000 students.<sup>1</sup> Therefore, the expansion of the adjacent Brooklyn Music Academy with additional space on the ground level of this future building will contribute to the Downtown Brooklyn Master Plan's aim to build upon its existing academic institutional assets. Additionally, the Music School will serve the Master Plan's vision to become a "premier cultural and education destination."<sup>2</sup> In addition, additional affordable housing in this area is consistent with the affordable housing goals in the Master Plan.

**5. Is the proposed use consistent with applicable zoning laws/maps?**

Yes, the zoning aims to build upon the Downtown area's hub of major academic and cultural institutions, and active retail corridors. Flexible height and setback regulations allow for a range of mixed moderate- to high-density residential and commercial zoning.

**6. Consistent with the Master Plan?**

Yes, the project is consistent with the Downtown Brooklyn Master Plan, which intends to increase density for commercial, residential & academic expansion.<sup>3</sup> The project is also in line with the Plan's aims to preserve and grow jobs and tax revenues and create a vibrant urban environment.

---

<sup>1</sup> [Downtown Brooklyn Master Plan](https://www1.nyc.gov/assets/planning/download/pdf/plans/downtown-brooklyn2/dwnbkllyn.pdf), p. 4

<https://www1.nyc.gov/assets/planning/download/pdf/plans/downtown-brooklyn2/dwnbkllyn.pdf>

<sup>2</sup> *Id.* at 7.

<sup>3</sup> *Id.* at 9.



# **EXHIBIT A**

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through November 21, 2019.

---

Selected Entity Name: 130 ST. FELIX STREET LLC

Selected Entity Status Information

**Current Entity Name:** 130 ST. FELIX STREET LLC

**DOS ID #:** 4736840

**Initial DOS Filing Date:** APRIL 03, 2015

**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)**

C/O GOTHAM ORGANIZATION, LLC

1010 AVE OF THE AMERICAS 4 FL.

ATTN: CHRISTOPHER JASKIEWICZ

NEW YORK, NEW YORK, 10018

**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
APR 03, 2015	Actual	130 ST. FELIX STREET 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.

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[Homepage](#) | [Contact Us](#)

# **EXHIBIT B**

### WRITTEN CONSENT

The undersigned, being a Member of 130 St. Felix Street LLC, does hereby certify as follows:

1. 130 St. Felix Street LLC is the owner and prospective volunteer for the 130 St. Felix Street Site located at 130 St. Felix Street, Brooklyn, New York 11217, tax parcel identification no. Block 2111, Lot 40 (the "Site").

2. The following person, David L. Pickett, a member of 130 St. Felix Street LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer 130 St. Felix Street LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 6 day of *January*, 2020.

By: **DLP 2019 LLC**, its Managing Member

By:

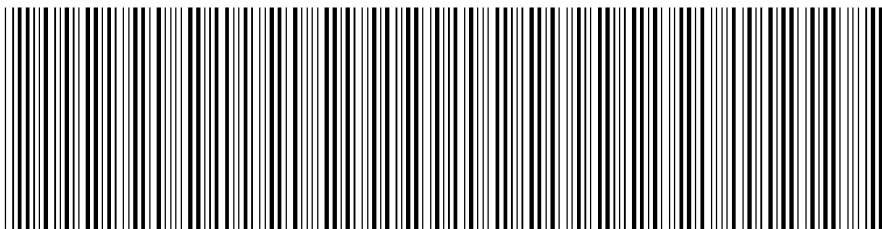


David L. Pickett, Authorized Signatory

# **EXHIBIT C**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2015061501289001001ED48C

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 6**

**Document ID: 2015061501289001**

Document Date: 06-11-2015

Preparation Date: 06-15-2015

Document Type: DEED

Document Page Count: 5

**PRESENTER:**

FIRST AMERICAN-LAURA-PICK UP FIRST AM  
666 THIRD AVE-5TH FLOOR  
727416-T  
NEW YORK, NY 10017  
212-551-9416  
LSANOSSIAN@FIRSTAM.COM

**RETURN TO:**

PAUL WEISS RIFKIND WHARTON & GARRISON LLP  
1285 AVENUE OF THE AMERICAS  
ATTN MEREDITH J KANE ESQ  
NEW YORK, NY 10019

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BROOKLYN	2111	40	Entire Lot	130 ST FELIX STREET
<b>Property Type:</b> COMMERCIAL REAL ESTATE				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

CJUF II HANSON LLC  
2000 AVENUE OF THE STARS, 11TH FLOOR  
LOS ANGELES, CA 90067

**GRANTEE/BUYER:**

130 ST. FELIX STREET LLC  
1010 AVENUE OF THE AMERICAS, 4TH FLOOR  
NEW YORK, NY 10018

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

**TOTAL:** \$ 0.00

Recording Fee: \$ 62.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 250.00

**NYC Real Property Transfer Tax:**

\$ 144,375.00

**NYS Real Estate Transfer Tax:**

\$ 22,000.00

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 06-18-2015 15:26

City Register File No.(CRFN):

**2015000209679**



*Annette McMill*

**City Register Official Signature**

727416-T

**BARGAIN AND SALE DEED**  
**WITHOUT COVENANT AGAINST GRANTOR'S ACTS**

THIS INDENTURE, made the 11<sup>th</sup> day of June, 2015, by CJUF II HANSON LLC, a Delaware limited liability company, with offices at 2000 Avenue of the Stars, 11<sup>th</sup> Floor, Los Angeles, California 90067 ("Grantor"), in favor of 130 ST. FELIX STREET LLC, a New York limited liability company, with offices at 1010 Avenue of the Americas, 4<sup>th</sup> Floor, New York, New York 10018 ("Grantee").

**WITNESSETH:**

In consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Kings County, New York, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises");

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said Premises;

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

Being and intended to be a part of the same premises conveyed to Grantor by deed dated 5/16/2005 and recorded on 5/23/2005 as CRFN 2005000298200.

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

All ad valorem taxes and assessments for the Property for the year in which this deed is executed have been prorated by the parties hereto as of the effective date of this deed, and Grantee by its acceptance of this deed hereby expressly assumes liability for the payment of all ad valorem taxes and assessments for said year and subsequent assessments for prior years due to change in land usage or ownership.

*[REMAINDER OF PAGE LEFT BLANK]*

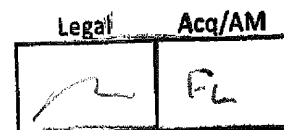


IN TESTIMONY WHEREOF, this instrument is executed this 11<sup>th</sup> day of June, 2015, to be effective upon delivery.


**SELLER:**

CJUF II HANSON LLC,  
a Delaware limited liability company

By: Canyon-Johnson Urban Fund II, L.P.,  
a Delaware limited partnership,  
a member



By: Canyon-Johnson Realty Advisors II LLC,  
a Delaware limited liability company,  
its general partner

By:   
Name: Jonathan P. Roth  
Title: President

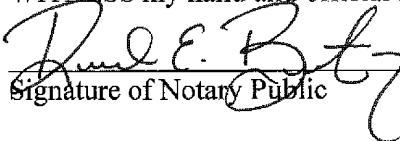
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On June 10, 2015, before me, Rachel E Benitez, a Notary Public, personally appeared Jonathan Roth, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in ~~his~~her/their authorized capacity(ies), and that by ~~his~~her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



**Bargain and Sale Deed  
Without Covenant  
Against Grantor's Acts**

BLOCK: 2111  
LOT: 40  
COUNTY OR TOWN: Kings

TAX OR BILLING ADDRESS: N/A

**RECORD AND RETURN TO:**

Paul Weiss Rifkind Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Attention: Meredith J. Kane, Esq.

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**[SEE ATTACHED]**



Title No. 3020-728197  
AMENDED 06/04/2015 (cmb)

**SCHEDULE "A"**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF BROOKLYN, CITY OF NEW YORK, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY SIDELINE OF ASHLAND PLACE, SAID POINT BEING A DISTANCE OF 202.78 FEET FROM THE INTERSECTION OF THE NORTHERLY SIDELINE OF HANSON PLACE WITH THE EASTERLY SIDELINE OF ASHLAND PLACE;

(1) RUNNING THENCE NORTH 02° 00' 12" EAST ALONG THE EASTERLY SIDELINE OF ASHLAND PLACE 47.44 FEET TO A POINT IN SAID SIDELINE;

(2) THENCE NORTH 89° 36' 32" EAST 91.67 FEET TO A POINT;

(3) THENCE SOUTH 00° 23' 28" EAST 1.00 FEET TO A POINT;

(4) THENCE NORTH 89° 36' 32" EAST 97.10 FEET TO A POINT ON THE WESTERLY SIDELINE OF ST. FELIX STREET;

(5) THENCE ALONG THE SIDELINE OF ST. FELIX STREET, SOUTH 00° 23' 28" EAST 84.00 FEET TO A POINT IN SAID SIDELINE;

(6) THENCE SOUTH 89° 36' 32" WEST 97.10 FEET TO A POINT;

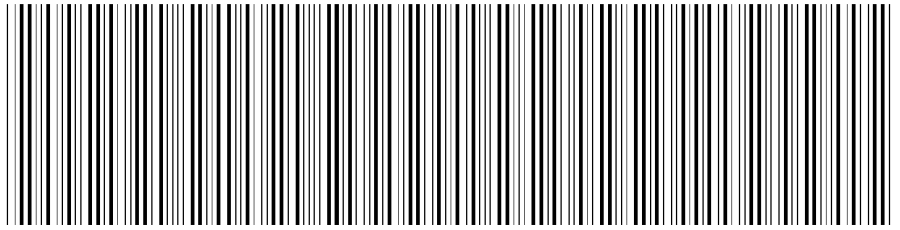
(7) THENCE NORTH 00° 23' 28" WEST 37.60 FEET TO A POINT; AND

(8) THENCE SOUTH 89° 36' 32" WEST 93.65 FEET TO THE POINT AND PLACE OF BEGINNING.

**THE** policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

**FOR CONVEYANCING ONLY: TOGETHER** with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



**2015061501289001001S1A0D**

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2015061501289001**

Document Date: 06-11-2015

Preparation Date: 06-15-2015

Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2015061000020

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING

1

RP - 5217 REAL PROPERTY TRANSFER REPORT

3



The City of New York  
Department of Environmental Protection  
Bureau of Customer Services  
59-17 Junction Boulevard  
Flushing, NY 11373-5108

## Customer Registration Form for Water and Sewer Billing

### Property and Owner Information:

- (1) Property receiving service: BOROUGH: BROOKLYN      BLOCK: 2111      LOT: 40
- (2) Property Address: 130 ST FELIX STREET, BROOKLYN, NY 11217
- (3) Owner's Name: 130 ST. FELIX STREET LLC
- Additional Name:

### Affirmation:



You have visited DOF's Mailing Address Update website and indicated that your water & sewer bill should be sent to the mailing address provided on that site. If no information was entered your water & sewer bill be sent to the property address.

### Customer Billing Information:

#### Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit [www.nyc.gov/dep](http://www.nyc.gov/dep) to provide us with the other party's information.

### Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: 130 St. Felix Street LLC

X Signature:  Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

David L. Pabel, Manager

FOR CITY USE ONLY

C1. County Code  C2. Date Deed Recorded  /  /   
 Month Day Year

C3. Book  OR C4. Page   
 C5. CRFN



## REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK  
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

## PROPERTY INFORMATION

1. Property Location  130  ST FELIX STREET  BROOKLYN  11217  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  130 ST. FELIX STREET LLC   
 LAST NAME / COMPANY FIRST NAME  
   
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address  Indicate where future Tax Bills are to be sent  
 If other than buyer address (at bottom of form) LAST NAME / COMPANY FIRST NAME  
   
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed  1  # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size  FRONT FEET ☒ X  DEPTH OR  ACRES  4A. Planning Board Approval - N/A for NYC  
 4B. Agricultural District Notice - N/A for NYC

8. Seller Name  CJUF II HANSON LLC   
 LAST NAME / COMPANY FIRST NAME  
   
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial  
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

## SALE INFORMATION

10. Sale Contract Date  5 / 11 / 2015   
 Month Day Year

11. Date of Sale / Transfer  6 / 11 / 2015   
 Month Day Year

12. Full Sale Price \$  5 5 0 0 0 0 0 0   
 (Full Sale Price is the total amount paid for the property including personal property.  
 This payment may be in the form of cash, other property or goods, or the assumption of  
 mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives  
 B ☐ Sale Between Related Companies or Partners in Business  
 C ☐ One of the Buyers is also a Seller  
 D ☐ Buyer or Seller is Government Agency or Lending Institution  
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)  
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)  
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates  
 H ☐ Sale of Business is Included in Sale Price  
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)  
 J ☒ None

## ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class  G 6  16. Total Assessed Value (of all parcels in transfer)  1 3 6 6 6 5 0   
 17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )

BROOKLYN 2111 40

201506100002020102

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE <i>[Signature]</i>		DATE	LAST NAME <i>KANE</i>	FIRST NAME <i>Meredith</i>
1010 AVENUE OF THE AMERICAS 4TH FLOOR			212	373-3065
STREET NUMBER	STREET NAME (AFTER SALE)	AREA CODE	TELEPHONE NUMBER	
NEW YORK	DAVID Picket Manager		SELLER	
CITY OR TOWN	STATE NY	ZIP CODE 10018	SELLER SIGNATURE <i>See attached signature</i>	
			DATE <i>6/11/15</i>	

*page*




Signature page to that certain Real Property Transfer Report (RP-5217NYC) executed by CJUF II Hanson LLC, as "Seller".



**SELLER:**

**CJUF II HANSON LLC,**  
a Delaware limited liability company

By: Canyon-Johnson Urban Fund II, L.P.,  
a Delaware limited partnership,  
its Member

By: Canyon-Johnson Realty Advisors II LLC,  
a Delaware limited liability company,  
its General Partner

By:   
Name: Jonathan P. Roth  
Title: President

Legal	Acq/AM
	

# **EXHIBIT D**

**PREVIOUS OWNERS & OPERATORS LIST**  
**130 Saint Felix Street Site**  
**130 Saint Felix Street, Brooklyn, New York 11217**

<b>Year</b>	<b>Contact Information</b>	<b>Status</b>	<b>Relation to Requestor</b>
<b>Owner</b>			
1927-1926	One Hanson Place (Block 2111 Lot 1) was built as the headquarters for the Williamsburgh Savings Bank	N/A	N/A
1926-2005	The Williamsburgh Savings Bank (merged with HSBC Bank USA in the late 20 <sup>th</sup> Century) (Block 2111 Lot 1) <b>Address:</b> 2145 Ralph Avenue Brooklyn, NY 11234 <b>Phone:</b> (718) 531-4504	Active	None
2005-2015	CJUF II Hanson LLC (Block 2111 Lot 1) <b>Address:</b> 320 West 57 <sup>th</sup> Street New York, NY 10019 <b>Phone:</b> (212)262-1220	Active	Seller
2015	One Hanson Place (Block 2111 Lot 1) was broken up into two lots. <b>One Hanson Place (Block 2111 Lot 1) and 130 St. Felix Street (Block 2111 Lot 40)</b>	N/A	N/A
2015-Present	130 St. Felix Street LLC <b>Address:</b> 4432 Park Avenue South, 2 <sup>nd</sup> Floor New York, NY 10016 <b>Phone:</b> (212) 716-2520	Active	Requestor
<b>Operator</b>			
1950-Present	The Site has been used as a parking lot for One Hanson Place; see owner information above since owner was also the owner of this Site.	N/A	None
2014	Easement created between CJUF II Hanson LLC (Grantor) and One Hanson Place Condominium (Grantee) granting certain above grade access to portions of the Site for a loading dock, generator and general access.	Active	Seller

# **EXHIBIT E**



Legend

Approximate Site Boundary

Tax Lot

Ambient Air Sample

Soil Boring

Soil Boring/Monitoring Well

Soil Vapor Sample

NYSDEC Subpart 375-6 Remedial Program Soil Cleanup Objectives	NYSDEC Subpart 375-6 Remedial Program Soil Cleanup Objectives				
	Protection of Public Health - Restricted Use SCOs				
	Unrestricted Use	Residential	Restricted-Residential	Commercial	Industrial
	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
<b>VOCs</b>					
Naphthalene	12	100	100	500	1000
p- & m- Xylenes	0.26	100	100	500	1000
Xylenes, Total	0.26	100	100	500	1,000
<b>SVOCs</b>					
2-Methylnaphthalene	—	0.41	—	—	—
Acenaphthene	20	100	100	500	1000
Anthracene	100	100	100	500	1000
Benzo(a)anthracene	1	1	1	5.6	11
Benzo(a)pyrene	1	1	1	1	1.1
Benzo(b)fluoranthene	1	1	1	5.6	11
Benzo(g,h,i)perylene	100	100	100	500	1000
Benzo(k)fluoranthene	0.8	1	3.9	56	110
Chrysene	1	1	3.9	56	110
Dibenzo(a,h)anthracene	0.33	0.33	0.33	0.56	1.1
Dibenzofuran	7	14	59	350	1000
Fluoranthene	100	100	100	500	1000
Fluorene	30	100	100	500	1000
Indeno(1,2,3-cd)pyrene	0.5	0.5	0.5	5.6	11
Naphthalene	12	100	100	500	1000
Phenanthrene	100	100	100	500	1000
Phenol	0.33	100	100	500	1000
Pyrene	100	100	100	500	1000
<b>TAL Metals</b>					
Arsenic	13	16	16	16	16
Barium	350	350	400	400	10000
Chromium, Trivalent	30	36	180	1500	6800
Copper	50	270	270	270	10000
Iron	—	2000	—	—	—
Lead	63	400	400	1000	3900
Mercury	0.18	0.81	0.81	2.8	5.7
Zinc	109	2200	10000	10000	10000

**Notes:**  
NYSDEC Subpart 375-6 Remedial Program SCOs (Revised Brownfields) criteria are from the NYSDEC Soil Cleanup Objective Tables 375-6.8(a) and 375-6.8(b), last revised 14 December 2006 and the NYSDEC CP-51 Soil Cleanup Guidance dated 21 October 2010.  
ft bgs - feet below ground surface  
NA: Not analyzed  
U: The analyte was analyzed for, but was not detected at a level greater than or equal to the level of the RL or the sample concentration for results impacted by blank contamination.  
J: The analyte was positively identified and the associated numerical value is the approximate concentration of the analyte in the sample.

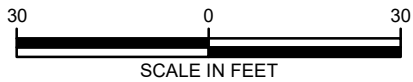
Location ID:	EB09_4.5-5.5
Sample ID:	L1511932-02
Sample Date:	5/30/2015
Sampling Depth (ft bgs):	4.5-5.5
Units:	mg/kg Q
<b>VOCs</b>	No Exceedances
<b>SVOCs</b>	
2-Methylnaphthalene	1.2
Benzo(a)anthracene	17
Benzo(a)pyrene	17
Benzo(b)fluoranthene	21
Benzo(k)fluoranthene	7.9
Chrysene	18
Dibenzo(a,h)anthracene	3.6
Indeno(1,2,3-cd)pyrene	10
<b>Herbicides</b>	No Exceedances
<b>Pesticides</b>	No Exceedances
<b>PCBs</b>	No Exceedances
<b>TAL Metals</b>	
Barium	860
Iron	15,000
Lead	2,800
Mercury	0.9
Zinc	1,200

Location ID:	EB07_10-12	DUP01_053015
Sample ID:	L1511932-01	L1511932-06
Sample Date:	5/30/2015	5/30/2015
Sampling Depth (ft bgs):	10-12	10-12
Units:	mg/kg Q	mg/kg Q
<b>VOCs</b>	No Exceedances	No Exceedances
<b>SVOCs</b>	No Exceedances	No Exceedances
<b>Herbicides</b>	No Exceedances	No Exceedances
<b>Pesticides</b>	No Exceedances	No Exceedances
<b>PCBs</b>	No Exceedances	No Exceedances
<b>TAL Metals</b>		
Iron	15,000	20,000

Location ID:	EB10_1-2
Sample ID:	L1511932-03
Sample Date:	5/30/2015
Sampling Depth (ft bgs):	1-2
Units:	mg/kg Q
<b>VOCs</b>	No Exceedances
<b>SVOCs</b>	No Exceedances
<b>Herbicides</b>	No Exceedances
<b>Pesticides</b>	No Exceedances
<b>PCBs</b>	No Exceedances
<b>TAL Metals</b>	
Arsenic	16
Barium	370
Iron	13,000
Lead	620
Mercury	0.25
Zinc	510

Location ID:	EB12_7-9
Sample ID:	L1511932-04
Sample Date:	5/30/2015
Sampling Depth (ft bgs):	7-9
Units:	mg/kg Q
<b>VOCs</b>	
Naphthalene	53.0
p- & m- Xylenes	0.3 J
Xylenes, Total	0.54 J
<b>SVOCs</b>	
2-Methylnaphthalene	50
Acenaphthene	58
Anthracene	140
Benzo(a)anthracene	270
Benzo(a)pyrene	260
Benzo(b)fluoranthene	270
Benzo(g,h,i)perylene	180
Benzo(k)fluoranthene	190
Chrysene	270
Dibenzo(a,h)anthracene	60
Dibenzofuran	71
Fluoranthene	600
Fluorene	76
Indeno(1,2,3-cd)pyrene	170
Naphthalene	110
Phenanthrene	620
Phenol	3.9 J
Pyrene	480
<b>Herbicides</b>	No Exceedances
<b>Pesticides</b>	No Exceedances
<b>PCBs</b>	No Exceedances
<b>TAL Metals</b>	
Barium	720
Chromium, Trivalent	32 J
Copper	64
Iron	12,000
Lead	2,000
Mercury	1.7
Zinc	620

Location ID:	EB13_7-9
Sample ID:	L1511932-05
Sample Date:	5/30/2015
Sampling Depth (ft bgs):	7-9
Units:	mg/kg Q
<b>VOCs</b>	No Exceedances
<b>SVOCs</b>	
Benzo(b)fluoranthene	1
<b>Herbicides</b>	No Exceedances
<b>Pesticides</b>	No Exceedances
<b>PCBs</b>	No Exceedances
<b>TAL Metals</b>	
Iron	14,000
Lead	130
Mercury	0.42
Zinc	140



Notes:  
1. Aerial imagery provided by Nearmap Ltd., collected September 20, 2019.  
2. Parcel information from MapPLUTO 18v2 copyrighted by the New York City Department of Planning.  
3. Sample locations and analytical results from June 2015 Subsurface Investigation Report, prepared by Langan.  
4. All locations are approximate.

LANGAN

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Langan Engineering & Environmental Services, Inc.  
Langan Engineering, Environmental, Surveying,  
Landscape Architecture and Geology, D.P.C.  
Langan International LLC  
Collectively known as Langan

NJ CERTIFICATE OF AUTHORIZATION No. 24GA27996400

Project

130 SAINT FELIX STREET

BLOCK No. 2111, LOT No. 40

BROOKLYN NEW YORK

Drawing Title

SOIL ANALYTICAL RESULTS

Project No. X

Date 11/15/2019

Scale 1" = 30'

Drawn By ATR

Figure 1



Legend

Approximate Site Boundary

Tax Lot

Ambient Air Sample

Soil Boring

Soil Boring/Monitoring Well

Soil Vapor Sample

	Ground Water Quality Standards <sup>1</sup>
Units:	ug/L
VOCs	
Chloroform	7
Metals	
Chromium	50
Iron	300
Iron and Manganese	500
Sodium	20,000
Dissolved Metals	
Sodium	20,000

**NOTES:**  
1. DEC establishes water quality standards and other criteria for many specific substances and are found in NYS regulation 6 NYCRR Part 703.5 (current through February 15, 2016). In the absence of established water quality standards, numeric guidance values are derived and compiled in Division of Water guidance (TOGS 1.1.1) (updated June 2004). Ambient standards and guidance values are supported by technical documents called "Fact Sheets" that are also available upon request from the NYSDEC.  
<http://www.dec.ny.gov/chemical/23853.html>  
<http://www.dec.ny.gov/regulations/2652.html>  
ug/L: micrograms per liter  
Exceedances of regulatory criteria are highlighted and **bold**.

Sample ID:	MW11_053015	GW DUP01_053015
Laboratory Sample Number:	L1511932-07	L1511932-08
Sampling Date:	5/30/2015	5/30/2015
Units:	ug/L Q	ug/L Q
VOCs		
Chloroform	<b>15</b>	<b>15</b>
SVOCs	No Exceedances	No Exceedances
PCBs	No Exceedances	No Exceedances
Metals		
Chromium	<b>62.7</b>	41.1
Iron	<b>3090</b>	<b>2,420</b>
Iron and Manganese	<b>3,250.6</b>	<b>2,550</b>
Sodium	<b>5,1600</b>	<b>46,600</b>
Dissolved Metals		
Sodium	<b>62,800</b>	<b>54,200</b>

Notes:  
1. Aerial imagery provided by Nearmap Ltd., collected September 20, 2019.  
2. Parcel information from MapPLUTO 18v2 copyrighted by the New York City Department of Planning.  
3. Sample locations and analytical results from June 2015 Subsurface Investigation Report, prepared by Langan.  
4. All locations are approximate.

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Langan International LLC  
Collectively known as Langan

NJ CERTIFICATE OF AUTHORIZATION No. 24GA27996400

Project

**130 SAINT FELIX STREET**

BLOCK No. 2111, LOT No. 40

BROOKLYN

NEW YORK

Drawing Title

**GROUNDWATER ANALYTICAL RESULTS**

Project No.

X

Date

11/15/2019

Scale

1" = 30'

Drawn By

ATR

Figure

**2**

Path: \\Langan.com\data\PAR\Other\McMahon\Quick Looks\Brooklyn\130 Saint Felix Street\Chem Box Figures\ArcGIS\MXD\Groundwater Sample Locations and Results.mxd Date: 11/15/2019 User: ibaker Time: 2:58:30 PM

© 2012 Langan



Legend

Approximate Site Boundary

Tax Lot

Ambient Air Sample

Soil Boring

Soil Boring/Monitoring Well

Soil Vapor Sample

Location ID:	SV03
Sample ID	5/30/2015
Sample Date:	L1511934-03
Sample Depth (ft bgs)	2
Units:	ug/m3 Q
VOCs	
1,1,1-Trichloroethane	1.3
1,1-Dichloroethene	0.793 U
Benzene	2.3
Carbon tetrachloride	1.26 U
cis-1,2-Dichloroethene	0.793 U
Ethylbenzene	11.9
Methylene chloride	1.74 U
o-Xylene	26.1
p/m-Xylene	53
Tetrachloroethene	3.04
Toluene	27.2
Trichloroethene	1.07 U
Vinyl chloride	0.511 U

Location ID:	SV02
Sample ID	5/30/2015
Sample Date:	L1511934-02
Sample Depth (ft bgs)	2
Units:	ug/m3 Q
VOCs	
1,1,1-Trichloroethane	3.64 U
1,1-Dichloroethene	2.64 U
Benzene	4.7
Carbon tetrachloride	4.2 U
cis-1,2-Dichloroethene	2.64 U
Ethylbenzene	21.1
Methylene chloride	5.8 U
o-Xylene	43.9
p/m-Xylene	93
Tetrachloroethene	7.87
Toluene	41.8
Trichloroethene	3.58 U
Vinyl chloride	1.71 U

Location ID:	SV01
Sample ID	5/30/2015
Sample Date:	L1511934-01
Sample Depth (ft bgs)	2
Units:	ug/m3 Q
VOCs	
1,1,1-Trichloroethane	2.73 U
1,1-Dichloroethene	1.98 U
Benzene	4.34
Carbon tetrachloride	3.15 U
cis-1,2-Dichloroethene	1.98 U
Ethylbenzene	17.2
Methylene chloride	4.34 U
o-Xylene	37.4
p/m-Xylene	81.7
Tetrachloroethene	3.39 U
Toluene	43.3
Trichloroethene	2.69 U
Vinyl chloride	1.28 U

Notes and Qualifiers:  
µg/m³ = microgram per cubic meter  
U = Compound not detected at the reported detection limit for the sample.

Notes:  
1. Aerial imagery provided by Nearmap Ltd., collected September 20, 2019.  
2. Parcel information from MapPLUTO 18v2 copyrighted by the New York City Department of Planning.  
3. All locations are approximate.  
4. Sample locations and analytical results from June 2015 Subsurface Investigation Report, prepared by Langan.

LANGAN

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Landscape Architecture and Geology, D.P.C.  
Langan International LLC  
Collectively known as Langan

NJ CERTIFICATE OF AUTHORIZATION No. 24GA27996400

Project

130 SAINT FELIX STREET

BLOCK No. 2111, LOT No. 40

BROOKLYN

NEW YORK

Drawing Title

SOIL VAPOR ANALYTICAL RESULTS

Project No.

X

Date

11/15/2019

Scale

1" = 30'

Drawn By

ATR

Figure

3

Path: \\langan.com\data\PAR\other\McMahon\Quick Looks\Brooklyn\130 Saint Felix Street\Chem Box Figures\ArcGIS\MXD\Soil Vapor Analytical Results.mxd Date: 11/15/2019 User: aruane Time: 3:25:44 PM

© 2012 Langan



# **EXHIBIT F**





**Title No. NCS-727416-LA2**

**SCHEDULE "A"**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF BROOKLYN, CITY OF NEW YORK, STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY SIDELINE OF ASHLAND PLACE, SAID POINT BEING A DISTANCE OF 202.78 FEET FROM THE INTERSECTION OF THE NORTHERLY SIDELINE OF HANSON PLACE WITH THE EASTERLY SIDELINE OF ASHLAND PLACE;

(1) RUNNING THENCE NORTH 02° 00' 12" EAST ALONG THE EASTERLY SIDELINE OF ASHLAND PLACE 47.44 FEET TO A POINT IN SAID SIDELINE;

(2) THENCE NORTH 89° 36' 32" EAST 91.67 FEET TO A POINT;

(3) THENCE SOUTH 00° 23' 28" EAST 1.00 FEET TO A POINT;

(4) THENCE NORTH 89° 36' 32" EAST 97.10 FEET TO A POINT ON THE WESTERLY SIDELINE OF ST. FELIX STREET;

(5) THENCE ALONG THE SIDELINE OF ST. FELIX STREET, SOUTH 00° 23' 28" EAST 84.00 FEET TO A POINT IN SAID SIDELINE;

(6) THENCE SOUTH 89° 36' 32" WEST 97.10 FEET TO A POINT;

(7) THENCE NORTH 00° 23' 20" WEST 37.60 FEET TO A POINT; AND

(8) THENCE SOUTH 89° 36' 32" WEST 93.65 FEET TO THE POINT AND PLACE OF BEGINNING.

**THE** policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

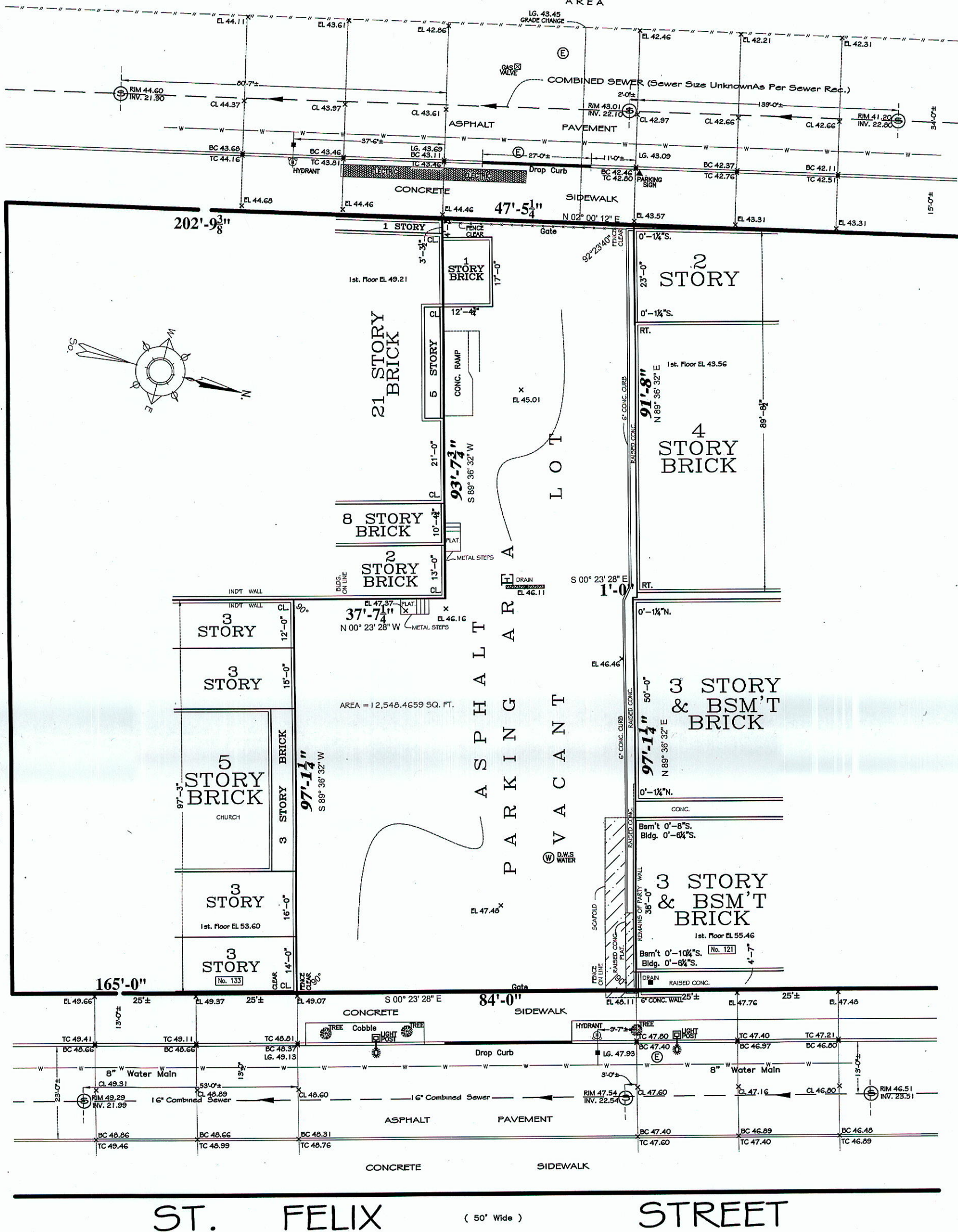
**FOR CONVEYANCING ONLY: TOGETHER** with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.



ASHLAND

( 70' Wide )  
( RAYMOND STREET )  
CONSTRUCTION AREA

PLACE

HANSON ( 80' Wide )  
PLACE

ST. FELIX

( 50' Wide )

STREET

LEGEND																			
No.	So.	E.	W.	F.E.	W.W.	C.D.	ENT.	L.A.	A.	CL.	RT.	EL.	TC.	BC.	CL.	LG.	CALC.	N.T.S.	
NORTH	SOUTH	EAST	WEST	FIRE ESCAPE	WINDOW WELL	CELLAR DOOR	ENTRANCE	LOW AREA	AREAWAY	CLEAR	RIGHT	ELEVATION	TOP OF CURB EL.	BOT. OF CURB EL.	CENTER OF ROAD EL.	LEGAL GRADE	CALCULATED	NOT TO SCALE	

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY. GUARANTEES OR CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. GUARANTEES OR CERTIFICATION ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

BLOCK 2111  
LOT 40  
COUNTY KINGS  
DWG BY CLA.  
SCALE 1"-15'

### NOTE:

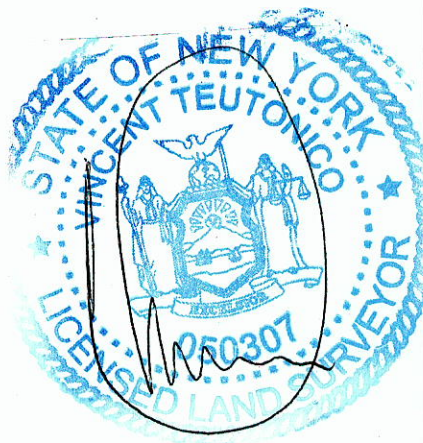
#### NOT FOR TITLE PURPOSES

CAUTION: BEFORE PERFORMING ANY DIGGING OR DRILLING ON THIS SITE, IT IS REQUIRED THAT SUBSURFACE SERVICES, INCLUDING THE UNDERGROUND MAINS BE MARKED AND IDENTIFIED BY THE UTILITY INVOLVED IN COMPLIANCE WITH INDUSTRIAL CODE 53 OF NEW YORK STATE.

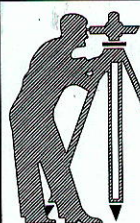
1) ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK NEW JERSEY.

2) UNDERGROUND UTILITY INFORMATION SHOWN WAS OBTAINED FROM VARIOUS COMPANIES AND CITY AGENCIES AND IS NOT GUARANTEED FOR ACCURACY OR COMPLETENESS.

3) THIS IS TO CERTIFY THAT THERE ARE NO APPARENT STREAMS NOR NATURAL WATER COURSES IN THE PROPERTY AS SHOWN ON THIS SURVEY.



DATE	JOB No.	DESCRIPTION
08-16-2017	17648	ARCHITECTURAL SURVEY



**APPLE SURVEYING**  
2390 Mc DONALD AVE.  
BROOKLYN, NY 11223  
(REAR ENTRANCE)  
TEL. 718 331 0800  
FAX. 718 331 3380  
E-MAIL: office@applesurveying.com



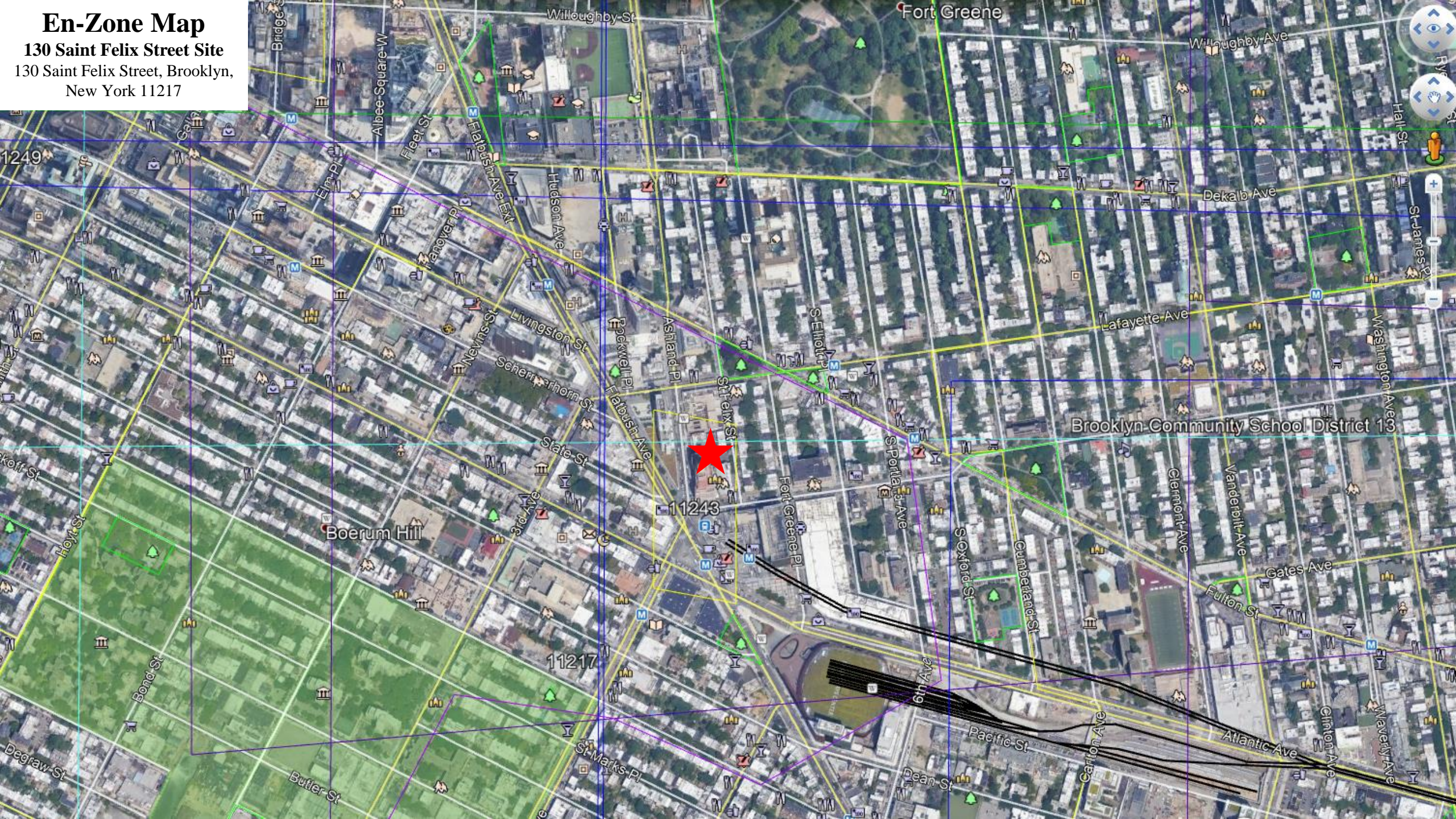
- maps.nyc.gov/doitt/webmap/print.htm?z=10&p=990584,189192&a=DTM&c=dtm&f=CONDO\_RANGE,LOT\_FACE\_SMALL&s=I:BROOKLYN,2111,40,E... 1/1

# **EXHIBIT G**



# En-Zone Map

**130 Saint Felix Street Site**  
130 Saint Felix Street, Brooklyn,  
New York 11217





# BASE MAP

## 130 Saint Felix Street Site

130 Saint Felix Street  
Brooklyn, New York 11217

**Legend:**  
 Site Property Boundary

Corresponding page lists adjacent property owners by letter A – K

**November 2019**  
**Source: New York City GIS**  
**Scale: 1" = 100'**  
approximately



Letter	Adjacent Property Owner(s) Name(s)	Property Address	Section-Block-Lot
A	20 Lafayette LLC	286 Ashland Place	Brooklyn-2110-03
B	City of New York, Cultural Affairs	321 Ashland Place	Brooklyn-2111-11
C	Brooklyn Music School	126 Saint Felix Street	Brooklyn-2111-37
D	Maria-Liisa Lydon	123 Saint Felix Street	Brooklyn-2112-13
E	Cynthia J. Wilson	125 Saint Felix Street	Brooklyn-2112-12
F	127 Saint Felix Street, LLC	127 Saint Felix Street	Brooklyn-2112-11
G	Spence Scott and Heidi Prieur	129 Saint Felix Street	Brooklyn-2112-10
H	Keenan Choy and Bree Choy	131 Saint Felix Street	Brooklyn-2112-09
I	George Wong and Doreen Wong	133 Saint Felix Street	Brooklyn-2112-08
J	Hanson Place Methodist Church	144 Saint Felix Street	Brooklyn-2111-45
K	CJUF II Hanson LLC	1 Hanson Place	Brooklyn-2111-01

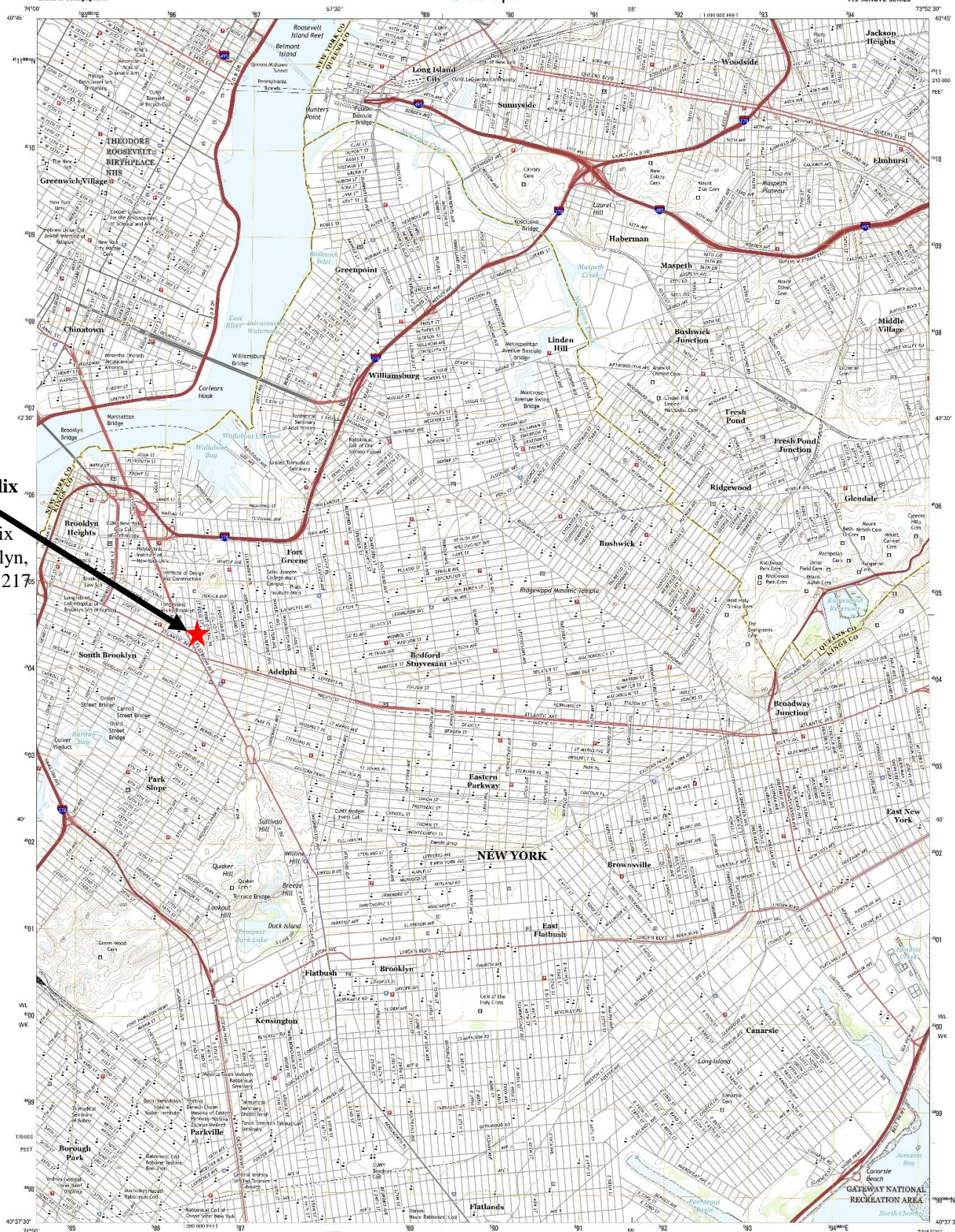




U.S. DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY



BROOKLYN QUADRANGLE  
NEW YORK  
7.5-MINUTE SERIES

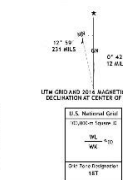


**Site**  
**130 Saint Felix**  
**Street Site**  
130 Saint Felix  
Street, Brooklyn,  
New York 11217

Produced by the United States Geological Survey  
Map is American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84) Projection and  
1000-meter grid Universal Transverse Mercator, Zone 18T  
15.000000 East, New York Coordinate System of 1983 (Long  
Island zone)

This map is not a legal document. Boundaries may be  
approximate but this map scale. Private lands within government  
reservations may not be shown. Occur permission before  
entering private lands.

Webster: 1977 National Wetlands Inventory 1977 2014



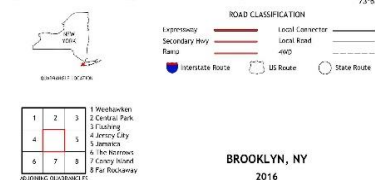
SCALE 1:24 000

1000 0 1000 2000  
FEET METERS

1000 0 1000 2000  
FEET METERS

CONTOUR INTERVAL 10 FEET  
NORTH ARROW VERTICAL DATUM OF 1983

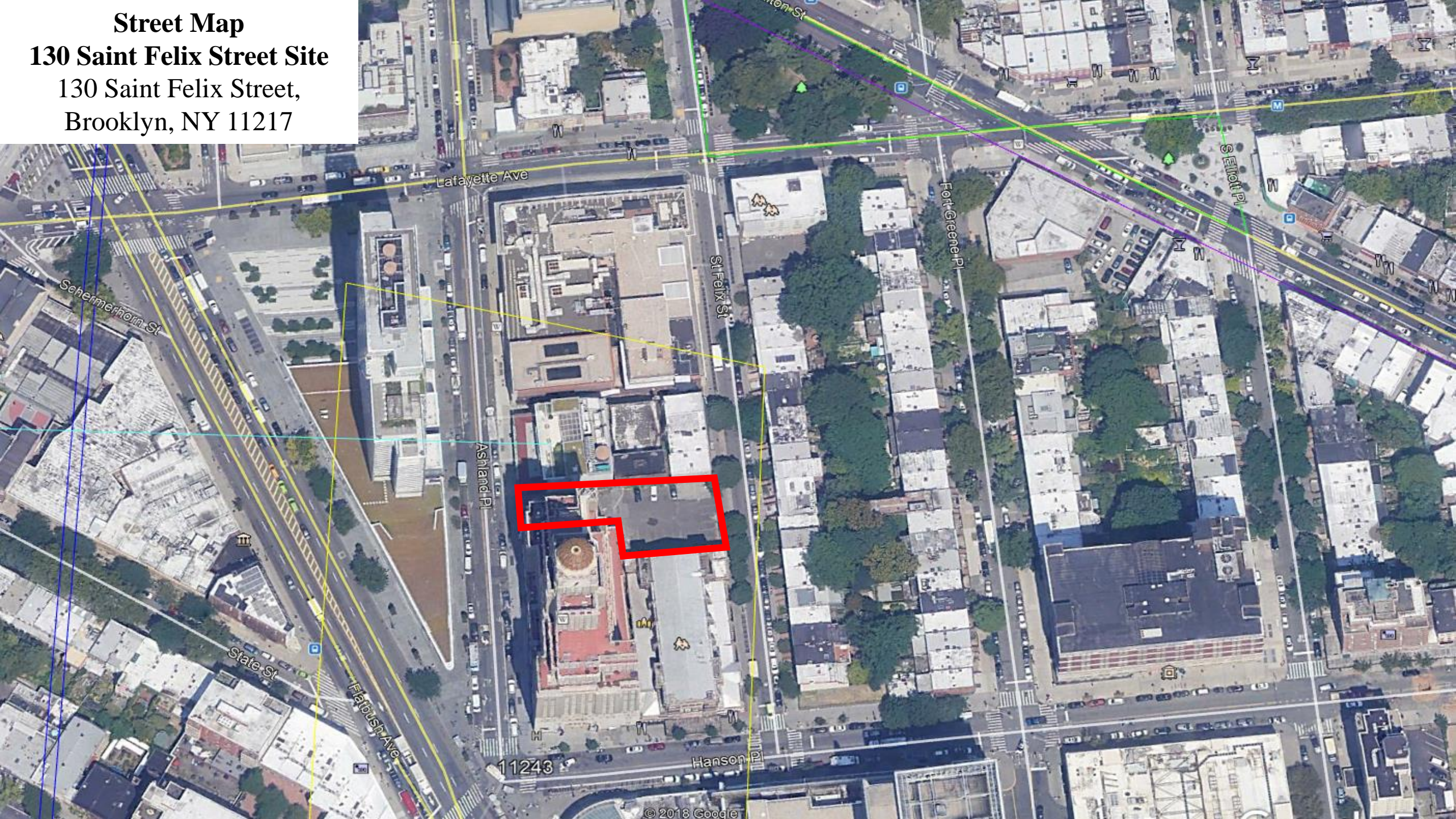
This map was produced to conform with the  
National Geospatial Program US Topo Product Standard, 2011.  
A resolution of the associated with this product is 30m resolution.



BROOKLYN, NY  
2016



**Street Map**  
**130 Saint Felix Street Site**  
130 Saint Felix Street,  
Brooklyn, NY 11217



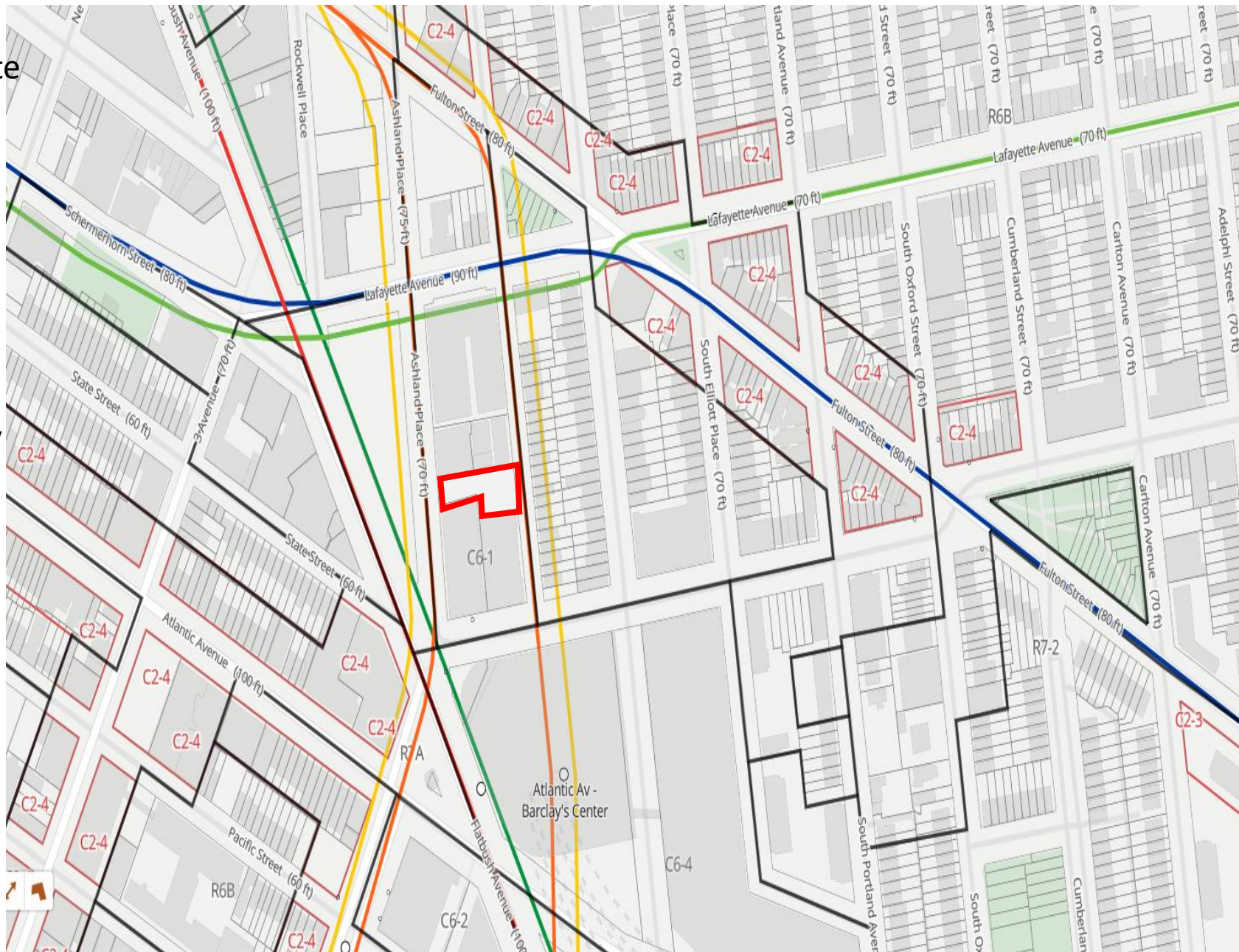


# **EXHIBIT H**

# ZONING MAP

130 Saint Felix Street Site  
130 Saint Felix Street  
Brooklyn, New York 11217

**Legend:**  
— Site property boundary  
Zoning District: C6-1



All feature locations are approximate. This map is intended as a schematic to be used in conjunction with the associated report, and it should not be relied upon as a survey for planning or other activities.

**November 2019**

**Source: NYC Planning ZoLa**

Scale: 1" = 100' approximately

## **Zoning District: C6-1**

C6 districts permit a wide range of high-bulk commercial uses requiring a central location. Most C6 districts are in Manhattan, Downtown Brooklyn and Downtown Jamaica; a C6-3D district is mapped in the Civic Center area of the Bronx. Corporate headquarters, large hotels, department stores and entertainment facilities in high-rise mixed buildings are permitted in C6 districts.

C6-1, C6-2 and most C6-3 districts, typically mapped in areas outside central business cores, such as the Lower East Side and Chelsea, have a commercial floor area ratio (FAR) of 6.0; the C6-3D district has a FAR of 9.0. C6-4 through C6-9 districts, typically mapped within the city's major business districts, have a maximum FAR of 10.0 or 15.0, exclusive of any applicable bonus. Floor area may be increased by a bonus for a public plaza or Inclusionary Housing.

C6-2A, C6-3A, C6-3X and C6-4A are contextual districts with maximum building heights. C6-3D and C6-4X districts allow towers above a building base; special rules determine the tower's height and articulation. All other C6 districts allow towers to penetrate a sky exposure plane and do not require a contextual base.

C6 districts are widely mapped within special districts. C6-4.5, C6-5.5, C6-6.5 and C6-7T districts are mapped only within the Special Midtown District and have unique floor area ratios and bonus rules. C6-1G, C6-2G, C6-2M and C6-4M districts are mapped in Chinatown and Chelsea and in the Special Garment Center District and have rules for the conversion of non-residential space to residential use.

C6 districts are well served by mass transit, and off-street parking is generally not required, except within the C6-3D district.

# **Exhibit I**



**130 Saint Felix Street Site**  
130 Saint Felix Street  
Brooklyn, New York 11217

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the **Flood Profiles and Floodway Data and/or Summary of Stillwater Elevation** tables contained within the **Flood Insurance Study (FIS)** report that accompanies this **FIRM**. Users should be aware that BFEs shown on the **FIRM** represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the **FIS** report should be utilized in conjunction with the **FIRM** for purposes of construction and/or floodplain management.

**Coastal Base Flood Elevations (BFEs)** shown on this map apply only to landward of 0.0' National Geodetic Vertical Datum of 1929 (NGVD 29). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was New York State Plane FIPSZONE 3104. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRM's for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the National Geodetic Vertical Datum of 1929. Those flood elevations must be compared to structures and ground elevations referenced to the same vertical datum. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1989, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services  
NOAA, NNGS12  
National Geodetic Survey  
SSMC-3, #9202  
1315 East-West Highway  
Silver Spring, Maryland 20910-3182  
(301) 713-3242

To obtain current elevation, description, and/or location information for bench marks shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

**Base map** information shown on this FIRM was provided in digital format by the Department of Information Technology and Telecommunication, City of New York. This information was derived from digital orthophotos produced at a scale of 1:1,000 with 2-foot pixel resolution from photography dated 2004.

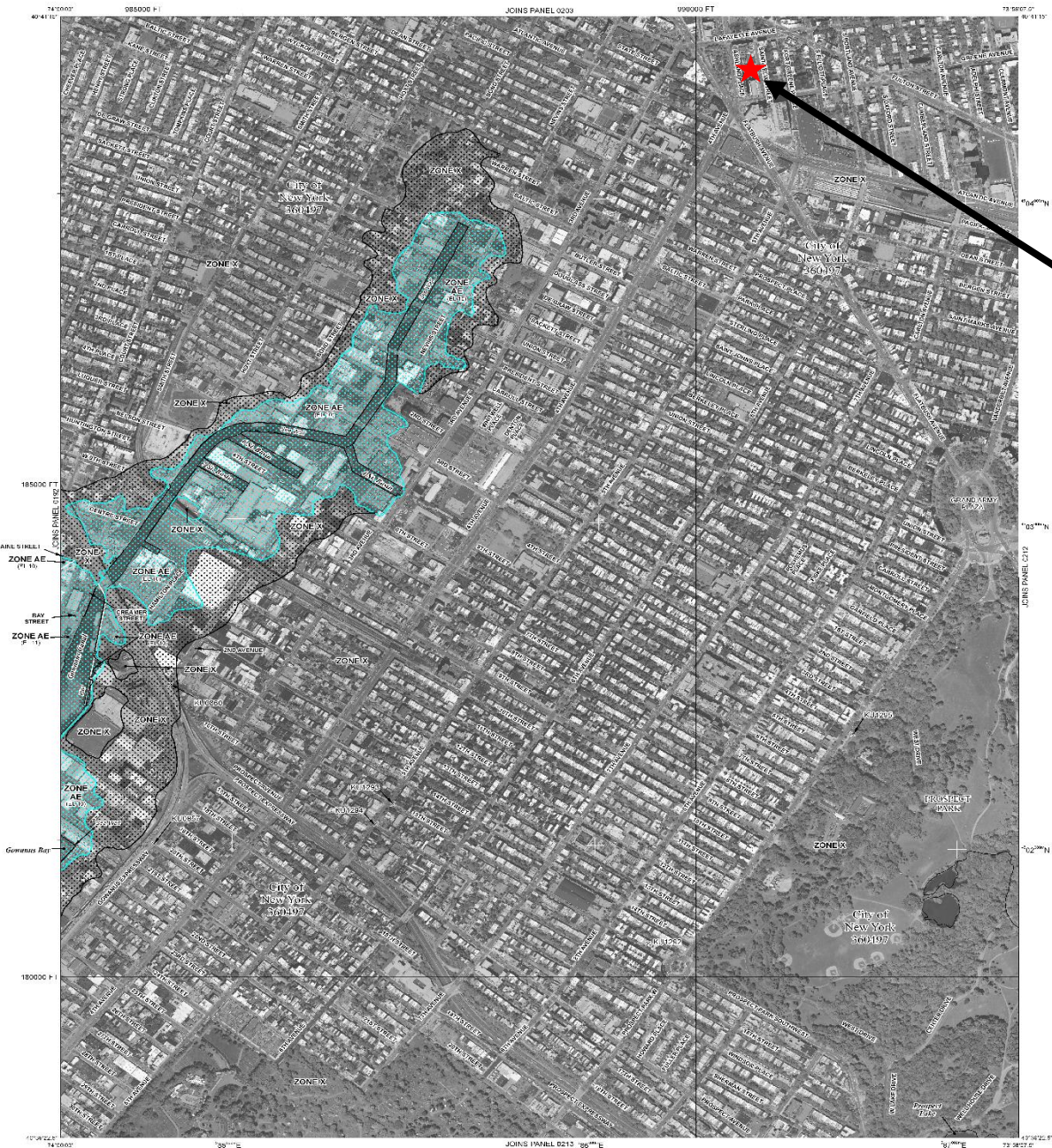
Based on updated geographic information, this map reflects more detailed and up-to-date stream channel configurations and floodplain definitions than those shown on the previous FIRMA for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains absolute hydraulic data) may reflect stream channel distances that differ from what is shown on this map. Also, the road to floodplain relationships for unreviewed streams may differ from what is shown on previous maps.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map showing the layout of map panels for this jurisdiction.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://msc.fema.gov>.

If you have questions about this map or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov>.

[illegible]

# Site

PANEL 0211F

CITY OF  
NEW YORK,  
NEW YORK  
BRONX, RICHMOND, NEW YORK,  
QUEENS, AND KINGS COUNTIES


PANEL 211 OF 457

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

COMMUNITY	NUMBER	PANEL	SUFFICIENCY
-----------	--------	-------	-------------

1 1/2" Thick C. 1/2" O.	255.00	321	1
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used when sizing map orders; the Community Number 63000 should be used to identify applications for




**MAP NUMBER**

3004370211

MAP REVISE

SEPTEMBER 5, 200

---

November 2019

**Source: FEMA**

scale:  $1'' = 100''$  approximately

# **Exhibit J**



# Site Contact List

130 Saint Felix Street Site

130 Saint Felix Street, Brooklyn, New York 11217

Name	Title	Address	City	State	Zip
Hon. Charles Schumer	U.S. Senator	780 Third Avenue, Suite 2301	New York	NY	10017
Hon. Kristen Gilibrand	U.S. Senator	780 Third Avenue, Suite 2601	New York	NY	10017
Hakeem Jeffries	U.S. House of Representatives-8th Congressional District	55 Hanson Place, Suite 603	Brooklyn	NY	11217
Velmanette Montgomery	New York State Senator-25th NY Senate District	30 Third Avenue, Suite 207	Brooklyn	NY	11317
Nancy T. Sunshine	Kings County Clerk	360 Adams Street, Room 189	Brooklyn	NY	11201
Eric Adams	Kings County Executive (Borough President)	209 Joralemon Street	Brooklyn	NY	11201
Marisa Lago	NYC Planning Commission, Chair	16 Court Street, 7th Floor	Brooklyn	NY	11241
Emily Lloyd	New York City Public Water Supply System Department	59-17 Junction Blvd.	Flushing	NY	11373
Alfonso Carney	Chair of New York City Water Board	59-17 Junction Blvd.	Flushing	NY	11373
Bill de Blasio	Mayor of NYC	City Hall	New York	NY	10007
Andrea Hagelgans	Strategic Planning Advisor, New York City	City Hall	New York	NY	10007
New York Daily News	Media Outlet	4 New York Plaza	New York	NY	10004
Candace Vasquez	Managing Librarian of the Brooklyn Public Library-Pacific Branch	25 Fourth Avenue, at Pacific Street	Brooklyn	NY	11217
Robert Perris	Brooklyn Community Board 2, District Manager - Document Repository	350 Jay Street, 8th Floor	Brooklyn	NY	11201
Pauline Evans	Principal of Hnason Place Elementary School	38 Lafayette Avenue	Brooklyn	NY	11217
Daniel A. Vecchiano	Principal of Brooklyn High School of the Arts	345 Dean Street	Brooklyn	NY	11217
Atiyya Abdur-Rahman	Community School Director of Public School 38-The Pacific School	450 Pacific Street	Brooklyn	NY	11217
Marjorie Dalrymple	Principal of P369K: The Coy L. Cox School	383 State Street	Brooklyn	NY	11217
David Newman	Principal of Brooklyn Technical High School	29 Fort Greene Place	Brooklyn	NY	11217
Jennifer Wilkin	Head of School for the Science Language & Art International School	9 Hanover Place	Brooklyn	NY	11201
Victoria Olson	Owner of Kids Run Around Daycare	615 Warren Street	Brooklyn	NY	11217
Lorraine Pennisi	Executive Director of Strong Place for Hope Daycare	460 Atlantic Avenue	Brooklyn	NY	11217
Yvonne Robinson	Program Director of Hanover Place Child Care, LLC	15 Hanover Place	Brooklyn	NY	11201
20 Lafayette LLC	Adjacent Property Owner of 286 Ashland Place	45 Main Street, Suite 1200	Brooklyn	NY	11201
The City of New York	Adjacent Property Owner of 321 Ashland Place	City Hall	New York	NY	10038
Brooklyn Music School	Adjacent Property Owner/Operator of 126 Saint Felix Street	126 Saint Felix Street	Brooklyn	NY	11217
Maria-Liisa Lydon	Adjacent Property Owner of 123 Saint Felix Street	123 Saint Felix Street	Brooklyn	NY	11217
Cynthia J. Wilson	Adjacent Property Owner of 125 Saint Felix Street	23 Hampton Place	Brooklyn	NY	10304
127 Saint Felix Street, LLC	Adjacent Property Owner of 127 Saint Felix Street	7702 Blue Lilly Drive	Austin	TX	78759
Spencer Scott and Heidi Prieur	Adjacent Property Owner of 129 Saint Felix Street	593 Presidents Street, #3L	Brooklyn	NY	11215
Keenan Choy and Bree Choy	Adjacent Property Owner of 131 Saint Felix Street	305 Broadway, Suite 802	New York	NY	10007
Goerge Wong and Doreen Wong	Adjacent Property Owner of 133 Saint Felix Street	80 Winthrop Street	Brooklyn	NY	11225
Hanson Place Methodist Church	Adjacent Property Owner/Operator of 144 Saint Felix Street	144 Saint Felix Street	Brooklyn	NY	11217
CJUF II Hanson LLC	Adjacent Property Owner of 1 Hanson Place	10 East 40th Street, 10th Floor	New York	NY	10016
BAM Fisher	Adjacent Property Operator of 321 Ashland Place	321 Ashland Place	Brooklyn	NY	11217



# **Exhibit K**



December 4, 2019

VIA FEDERAL EXPRESS

Shirley A. McRae, Chairperson  
Brooklyn Community Board 2  
350 Jay Street, 8<sup>th</sup> Floor  
Brooklyn, New York 11201

**RE: Brownfield Cleanup Program Application Repository Request**  
**Applicant: 130 St. Felix Street LLC**  
**Site Name: 130 Saint Felix Street Site**  
**Address: 130 Saint Felix Street, Brooklyn, New York 11217**

Dear Ms. McRae:

We represent 130 St. Felix Street LLC in its Brownfield Cleanup Program application for the above-referenced site in Brooklyn, New York at 130 Saint Felix Street. It is a requirement of the New York State Department of Environmental Conservation that we supply it with a letter certifying that the local community board is willing and able to serve as one of two public repositories for all documents pertaining to the cleanup of this Site. To avoid significant use of your shelf space, all documents will be sent in CD format.

Please sign below and return the original in the enclosed overnight pre-paid FedEx package as soon as possible if you are able to certify that the Brooklyn Community Board No. 2 would be willing and able to act as a temporary public repository for this Brownfield Cleanup Program project.

Thank you.

Sincerely,

KNAUF SHAW LLP

LINDA R. SHAW

Yes, the Brooklyn Community Board No. 2 is willing and able to act as a public repository for documents related to the cleanup of 130 Saint Felix Street Site in Brooklyn, New York at 130 Saint Felix Street under the NYS Brownfield Cleanup Program.

  
Shirley A. McRae, Chairperson

DECEMBER 6, 2019

Date

ROBERT PERRIS  
DISTRICT MANAGER

COMMUNITY BOARD 2 BROOKLYN

DEC 5, 2019-PM12:57

DESPITE THE DATE AT TOP  
RECEIVED DECEMBER 5, 2019



**Knauf Shaw**

**ATTORNEYS AT LAW**

December 4, 2019

**VIA FEDERAL EXPRESS**

Candace Vasquez, Managing Librarian  
Brooklyn Public Library-Pacific Branch  
25 Fourth Avenue  
Brooklyn, New York 11217

**RE: Brownfield Cleanup Program Application**  
**Applicant: 130 St. Felix Street**  
**Site Name: 130 Saint Felix Street Site**  
**Site Address: 130 Saint Felix Street, Brooklyn, New York 11217**

Dear Ms. Vasquez:

We represent 130 St. Felix Street LLC in its anticipated Brownfield Cleanup Program Application for the above-referenced site at 130 Saint Felix Street in the City of New York, Queens County, New York. Your branch is currently the repository for this project. It is a requirement of the NYS Department of Environmental Conservation that we supply them with a letter certifying that the local library is willing and able to serve as a public repository for all documents pertaining to the cleanup of this property. To avoid significant use of your shelf space, all documents will be sent in CD format.

Please sign below and return the original in the enclosed overnight pre-paid FedEx package as soon as possible if you are able to certify that your library would be willing and able to act as the temporary public repository for this Brownfield Cleanup Program project.

Thank you.

Sincerely,

**KNAUF SHAW LLP**

LINDA R. SHAW

Yes, the Brooklyn Public Library-Pacific Branch is willing and able to act as a public repository for documents related to the cleanup of 130 Saint Felix Street in the City of New York, Queens County, New York under the NYS Brownfield Cleanup Program.

  
Candace Vasquez, Managing Librarian

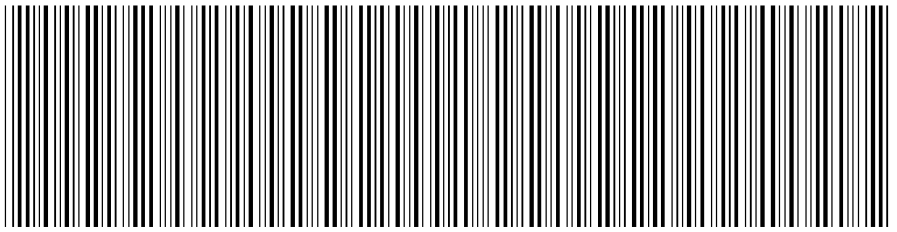
1/6/2020  
Date

# **Exhibit L**

**Avenue, Glen Head, NY, 11545  
(516)-240-6901**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2013122000586002003EE615

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 82**

**Document ID: 2013122000586002**

Document Date: 10-28-2013

Preparation Date: 01-06-2014

Document Type: EASEMENT

Document Page Count: 67

**PRESENTER:**

FIRST AMERICAN TITLE INSURANCE (FIRSTAM PICKUP)  
633 THIRD AVENUE  
TITLE# 635144 ML ACCOM  
NEW YORK, NY 10017  
212-850-0670

**RETURN TO:**

COLE SCHOTZ MEISEL FORMAN & LEONARD PA  
900 THIRD AVENUE 16TH FLOOR  
ATTN: TARA DUGGAN RYAN  
NEW YORK, NY 10022

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1001	Entire Lot	RETL 1 HANSON PLACE

**Property Type:** COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot	Unit	Address
BROOKLYN	2111	40	Entire Lot	130 ST FELIX STREET

**Property Type:** COMMERCIAL REAL ESTATE Easement

☒ Additional Properties on Continuation Page

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

CJUF II HANSON LLC  
C/O COLE, SCHOTZ MEISEL FORMAN & LEONARD  
P.A., 900 THIRD AVE 16TH FLOOR  
NEW YORK, NY 10022

**GRANTEE/BUYER:**

ONE HANSON PLACE CONDOMINIUM  
ONE HANSON PLACE  
BROOKLYN, NY 11243

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount:	\$	0.00
------------------	----	------

Taxable Mortgage Amount:	\$	0.00
--------------------------	----	------

Exemption:

TAXES: County (Basic):	\$	0.00
------------------------	----	------

City (Additional):	\$	0.00
--------------------	----	------

Spec (Additional):	\$	0.00
--------------------	----	------

TASF:	\$	0.00
-------	----	------

MTA:	\$	0.00
------	----	------

NYCTA:	\$	0.00
--------	----	------

Additional MRT:	\$	0.00
-----------------	----	------

TOTAL:	\$	0.00
--------	----	------

Recording Fee:	\$	924.00
----------------	----	--------

Affidavit Fee:	\$	0.00
----------------	----	------

**Filing Fee:**

\$	100.00
----	--------

**NYC Real Property Transfer Tax:**

\$	0.00
----	------

**NYS Real Estate Transfer Tax:**

\$	0.00
----	------

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 01-17-2014 16:11

City Register File No.(CRFN):

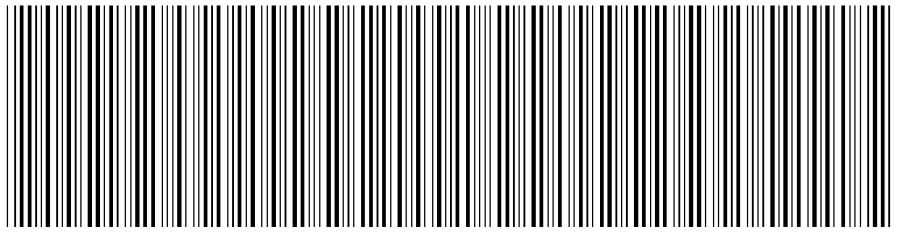
**2014000023620**



*Annette McMill*

**City Register Official Signature**

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2013122000586002003CE495

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 82**

**Document ID: 2013122000586002**

**Document Date: 10-28-2013**

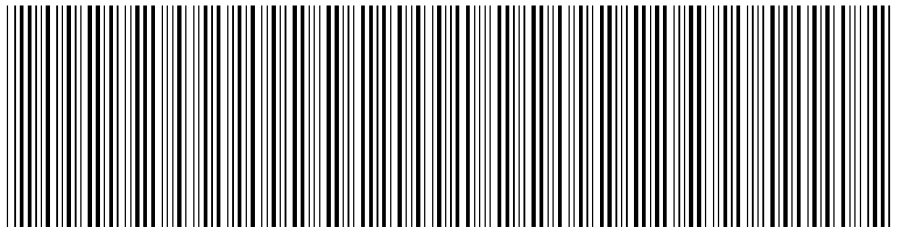
**Preparation Date: 12-27-2013**

**Document Type: EASEMENT**

**PROPERTY DATA**

<b>Borough</b>	<b>Block Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111 1002 Entire Lot	COM	1 HANSON PLACE
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>			
BROOKLYN	2111 1003 Entire Lot	STORG	1 HANSON PLACE
<b>Property Type: COMMERCIAL CONDO UNIT(S)</b>			
BROOKLYN	2111 1004 Entire Lot	4A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1005 Entire Lot	9A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1006 Entire Lot	9B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1007 Entire Lot	9C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1008 Entire Lot	9D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1009 Entire Lot	9E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1010 Entire Lot	9F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1011 Entire Lot	9G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1012 Entire Lot	9H	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1013 Entire Lot	9J	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1014 Entire Lot	9K	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			
BROOKLYN	2111 1015 Entire Lot	9L	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>			

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2013122000586002003CE495

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 3 OF 82**

**Document ID: 2013122000586002**

**Document Date: 10-28-2013**

**Preparation Date: 12-27-2013**

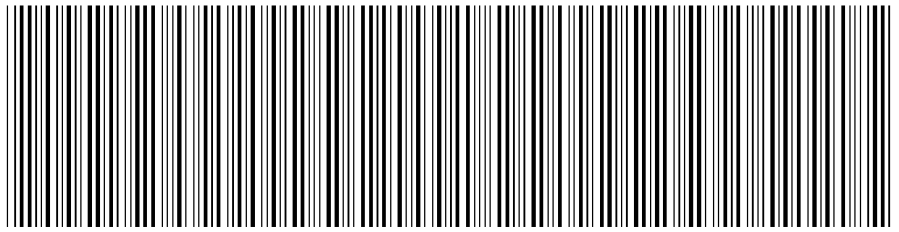
**Document Type: EASEMENT**

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111	1016 Entire Lot	9M	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1017 Entire Lot	10A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1018 Entire Lot	10B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1019 Entire Lot	10C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1020 Entire Lot	10D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1021 Entire Lot	10E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1022 Entire Lot	10F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1023 Entire Lot	10G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1024 Entire Lot	10H	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1025 Entire Lot	10J	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1026 Entire Lot	10K	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1027 Entire Lot	10L	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1028 Entire Lot	10M	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1029 Entire Lot	11A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				



**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2013122000586002003CE495

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 4 OF 82**

**Document ID: 2013122000586002**

**Document Date: 10-28-2013**

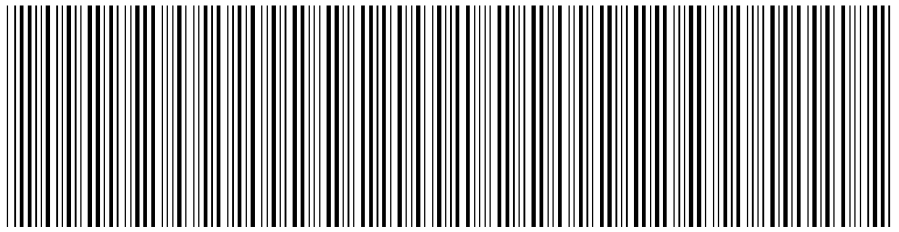
**Preparation Date: 12-27-2013**

**Document Type: EASEMENT**

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111	1030 Entire Lot	11B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1031 Entire Lot	11C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1032 Entire Lot	11D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1033 Entire Lot	11E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1034 Entire Lot	11F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1035 Entire Lot	11G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1036 Entire Lot	11H	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1037 Entire Lot	11J	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1038 Entire Lot	11K	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1039 Entire Lot	11L	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1040 Entire Lot	11M	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1041 Entire Lot	12A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1042 Entire Lot	12B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1043 Entire Lot	12C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2013122000586002003CE495

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 5 OF 82**

**Document ID: 2013122000586002**

**Document Date: 10-28-2013**

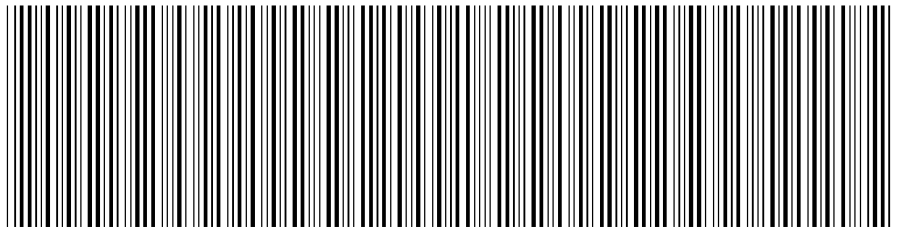
**Preparation Date: 12-27-2013**

**Document Type: EASEMENT**

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111	1044 Entire Lot	12D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1045 Entire Lot	12E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1046 Entire Lot	12F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1047 Entire Lot	12G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1048 Entire Lot	12H	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1049 Entire Lot	12J	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1050 Entire Lot	12K	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1051 Entire Lot	12L	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1052 Entire Lot	12M	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1053 Entire Lot	13A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1054 Entire Lot	13B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1055 Entire Lot	13C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1056 Entire Lot	13D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1057 Entire Lot	13E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**



2013122000586002003CE495

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 6 OF 82**

**Document ID: 2013122000586002**

**Document Date: 10-28-2013**

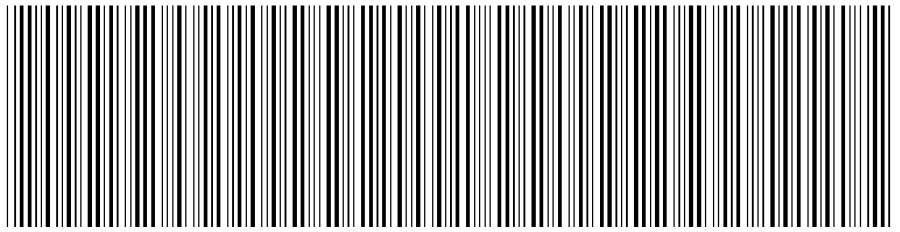
**Preparation Date: 12-27-2013**

**Document Type: EASEMENT**

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111	1058 Entire Lot	13F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1059 Entire Lot	13G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1060 Entire Lot	13H	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1061 Entire Lot	13J	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1062 Entire Lot	13K	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1063 Entire Lot	13L	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1064 Entire Lot	13M	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1065 Entire Lot	14A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1066 Entire Lot	14B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1067 Entire Lot	14C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1068 Entire Lot	14D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1069 Entire Lot	14E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1070 Entire Lot	14F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1071 Entire Lot	14G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				

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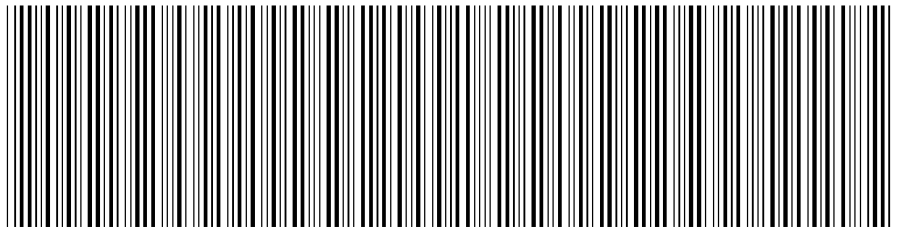
**Preparation Date: 12-27-2013**

**Document Type: EASEMENT**

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111	1072 Entire Lot	14H	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1073 Entire Lot	14J	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1074 Entire Lot	14K	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1075 Entire Lot	14L	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1076 Entire Lot	14M	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1077 Entire Lot	15A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1078 Entire Lot	15B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1079 Entire Lot	15C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1080 Entire Lot	15D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1081 Entire Lot	15E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1082 Entire Lot	15F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1083 Entire Lot	15G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1084 Entire Lot	15H	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1085 Entire Lot	15J	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				

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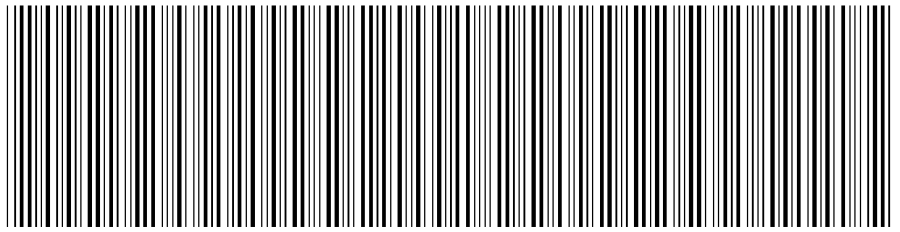
Preparation Date: 12-27-2013

Document Type: EASEMENT

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1086 Entire Lot	15K	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1087 Entire Lot	15L	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1088 Entire Lot	15M	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1089 Entire Lot	16A	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1090 Entire Lot	16B	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1091 Entire Lot	16C	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1092 Entire Lot	16D	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1093 Entire Lot	16E	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1094 Entire Lot	16F	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1095 Entire Lot	16G	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1096 Entire Lot	16H	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1097 Entire Lot	16J	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1098 Entire Lot	16K	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1099 Entire Lot	16L	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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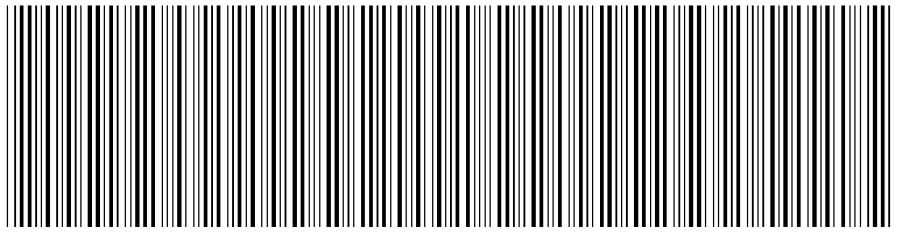
Preparation Date: 12-27-2013

Document Type: EASEMENT

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1100 Entire Lot	16M	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1101 Entire Lot	17A	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1102 Entire Lot	17B	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1103 Entire Lot	17C	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1104 Entire Lot	17D	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1105 Entire Lot	17E	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1106 Entire Lot	17F	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1107 Entire Lot	17G	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1108 Entire Lot	17H	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1109 Entire Lot	17J	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1110 Entire Lot	17K	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1111 Entire Lot	17L	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1112 Entire Lot	17M	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				
Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1113 Entire Lot	18A	1 HANSON PLACE
Property Type: SINGLE RESIDENTIAL CONDO UNIT				

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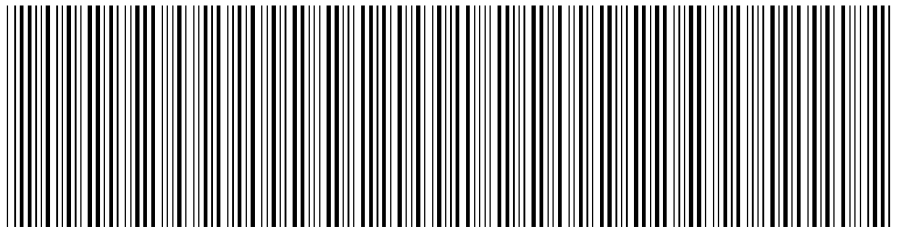
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**Document Type: EASEMENT**

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111	1114 Entire Lot	18B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1115 Entire Lot	18C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1116 Entire Lot	18D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1117 Entire Lot	18E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1118 Entire Lot	18F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1119 Entire Lot	18G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1120 Entire Lot	18H	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1121 Entire Lot	18J	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1122 Entire Lot	18K	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1123 Entire Lot	18L	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1124 Entire Lot	19A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1125 Entire Lot	19B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1126 Entire Lot	19C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1127 Entire Lot	19D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				

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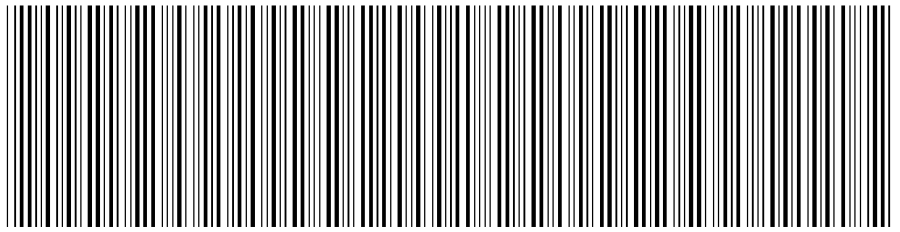
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**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111	1128 Entire Lot	19E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1129 Entire Lot	19F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1130 Entire Lot	19G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1131 Entire Lot	19H	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1132 Entire Lot	19J	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1133 Entire Lot	19K	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1134 Entire Lot	19L	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1135 Entire Lot	21A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1136 Entire Lot	21B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1137 Entire Lot	21C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1138 Entire Lot	21D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1139 Entire Lot	21E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1140 Entire Lot	21F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1141 Entire Lot	21G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				



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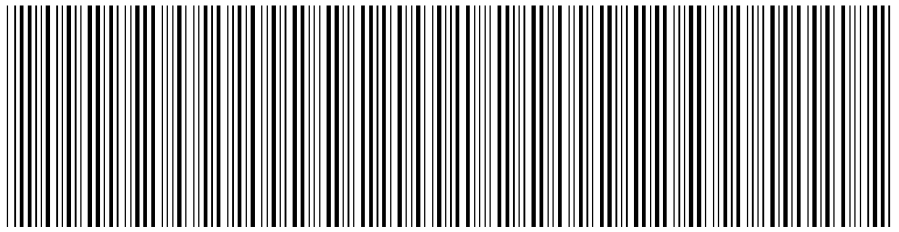
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**Document Type: EASEMENT**

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111	1142 Entire Lot	22A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1143 Entire Lot	22B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1144 Entire Lot	22C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1145 Entire Lot	22D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1146 Entire Lot	22E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1147 Entire Lot	22F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1148 Entire Lot	22G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1149 Entire Lot	22H	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1150 Entire Lot	23A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1151 Entire Lot	23B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1152 Entire Lot	23C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1153 Entire Lot	23D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1154 Entire Lot	23E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1155 Entire Lot	23F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				

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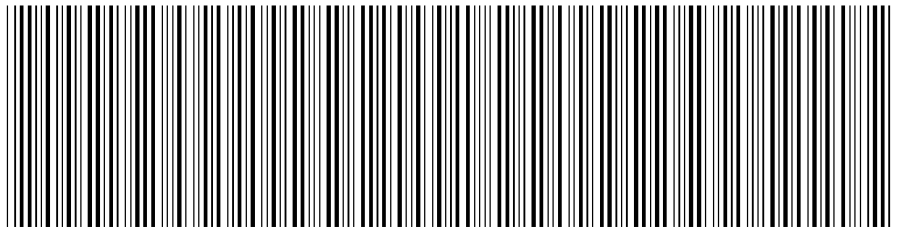
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**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111	1156 Entire Lot	23G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1157 Entire Lot	24A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1158 Entire Lot	24B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1159 Entire Lot	24C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1160 Entire Lot	24D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1161 Entire Lot	24E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1162 Entire Lot	24F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1163 Entire Lot	24G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1164 Entire Lot	25A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1165 Entire Lot	25B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1166 Entire Lot	25C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1167 Entire Lot	25D	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1168 Entire Lot	25E	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1169 Entire Lot	25F	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				

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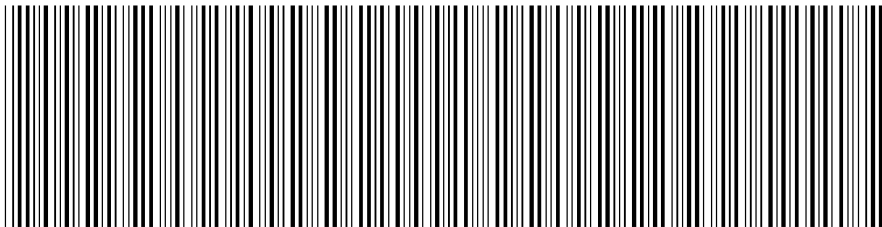
**Preparation Date: 12-27-2013**

**Document Type: EASEMENT**

**PROPERTY DATA**

<b>Borough</b>	<b>Block</b>	<b>Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	2111	1170 Entire Lot	25G	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1171 Entire Lot	26A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1172 Entire Lot	27A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1173 Entire Lot	28A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1174 Entire Lot	29A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1175 Entire Lot	30A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1176 Entire Lot	31A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1177 Entire Lot	32A	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1178 Entire Lot	32B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1179 Entire Lot	32C	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1180 Entire Lot	PHA	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1181 Entire Lot	PHB	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1182 Entire Lot	27B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				
BROOKLYN	2111	1183 Entire Lot	28B	1 HANSON PLACE
<b>Property Type: SINGLE RESIDENTIAL CONDO UNIT</b>				

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PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	2111	1184 Entire Lot	ANTNA	1 HANSON PLACE

Property Type: COMMERCIAL CONDO UNIT(S)

**ZONING LOT DEVELOPMENT AND EASEMENT AGREEMENT**

This **ZONING LOT DEVELOPMENT AND EASEMENT AGREEMENT** (this "Agreement") is made and entered into <sup>as of</sup> July 8<sup>th</sup>, 2013, between CJUF II Hanson LLC ("CJUF II" or "Sponsor" or, as the owner of 327 Ashland Place, Brooklyn, New York, the "Developer") and having an address at c/o Cole, Schotz, Meisel, Forman & Leonard, P.A., 900 Third Avenue, 16th Floor, New York, NY 10022, and the Board of Managers of One Hanson Place Condominium (the "Board"), having an address at c/o Wolf Haldenstein Adler Freeman & Herz LLP, 270 Madison Avenue, New York, NY 10016. All signatories to this Agreement are sometimes hereinafter each called a "Party," and, collectively, referred to as the "Parties."

**1. Preliminary Statement**

CJUF II is the sponsor of that certain condominium (the "**Condominium**") comprised of (a) certain lands located in the Borough of Brooklyn, City and State of New York, known by street address One Hanson Place and identified as Tax Lots 1001 to 1184 of Block 2111 on the Tax Map of the City of New York, Borough of Brooklyn (the "**Tax Map**"), as more particularly described in Exhibit A annexed hereto and made a part hereof, and which lands are now part of the Condominium which is controlled and operated by the Board (the "**Land**"), and (b) certain improvements existing thereon (the "**Improvements**"; the Land and the Improvements as such may be referred to from time to time collectively as "**Premises**").

The Premises have been turned over to and are now governed by the Board. Pursuant to the formation and operating documents for the Condominium, the Board is empowered and authorized to act on behalf of the Condominium.

CJUF II is also the owner in fee of certain lands located in the Borough of Brooklyn, City and State of New York, known by the street address 327 Ashland Place and also as 130 St.

Felix Street, and identified as Tax Lot 40 of Block 2111 on the Tax Map (the “**Developer Land**”), as more particularly described in Exhibit B annexed hereto and made a part hereof and certain improvements now or hereafter existing on the Developer Land (the “**Developer Improvements**”; the Developer Land and the Developer Improvements as such may exist from time to time, collectively, the “**Developer Premises**”). The Land and the Developer Land are contiguous for a minimum distance of ten feet.

The Land and the Developer Land collectively are a single zoning lot (the “**Combined Zoning Lot**”) within the meaning of the term “**zoning lot**” as such term is defined in Section 12-10 of the Zoning Resolution (as hereinafter defined) as described in that certain Zoning Lot Description and Ownership Statement to be simultaneously recorded herewith in the Office of the City Register, Borough of Brooklyn (the “**Zoning Lot Description**”). Based on the determination of the Brooklyn Borough Office of the New York City Department of Buildings, dated May 9, 2006 (the “**DOB Determination**”), that certain Development Rights (as hereinafter defined) attributable to the Combined Zoning Lot are not utilized in the Improvements as of the date of this Agreement and may remain available for use on the Combined Zoning Lot (such unutilized and available development rights are hereinafter referred to as the, the “**Excess Development Rights**”).

As a preliminary matter, the Parties hereto acknowledge and agree that the Excess Development Rights are not available for use in or to benefit the Premises. Only the Developer Land may utilize the Excess Development Rights.

## **1.1 Definitions**

1.1.1 “**Brooklyn Borough Datum**” shall mean the datum elevation used by the Topographic Bureau of the City of New York, Borough of Brooklyn, which is 2.55 feet

above the United States Coast and Geodetic Survey mean sea level datum, Sandy Hook, New Jersey.

1.1.2 “**Development**” shall mean any construction, addition, enlargement, reconstruction, replacement, repair, rebuilding or redevelopment on the Combined Zoning Lot.

1.1.3 “**Development Rights**” shall mean the rights, as determined in accordance with the Zoning Resolution, which are appurtenant to a zoning lot, to develop such zoning lot by erecting thereon a structure or structures with (i) a total floor area determined by multiplying the area of the zoning lot by the maximum allowable floor area ratio for structures in the zoning district or districts in which such zoning lot is located, and (ii) any bulk and density rights permitted under the Zoning Resolution.

1.1.4 “**DOB**” or **Buildings Department**” shall mean the Buildings Department of New York City or the New York City Department of Buildings.

1.1.5 “**Easements**” shall mean those certain easement rights and interests conveyed by the Developer to the Board for the benefit of the Premises and more particularly described in Section 3 hereof.

1.1.6 “**Excess Development Rights**” shall mean the amount of unutilized floor area attributed to the Combined Zoning Lot based on the DOB Determination.

1.1.7 “**Legal Requirement**” shall mean any law, rule, regulation, order, statute, ordinance, resolution, regulation, code, decree, judgment, injunction, mandate or other legally binding requirement of any agency having appropriate jurisdiction.

1.1.8 “**Other Party’s Premises**” shall mean with respect to the Developer, the Developer Premises, and with respect to the Board, the Premises.

1.1.9 “**Retained Development Rights**” shall mean the Development Rights allocable to the Premises and the Improvements, less the Excess Development Rights as established by the DOB Determination. As previously calculated, this amount is deemed to be 362,205 square feet of Floor Area (as defined in the Zoning Resolution), which amount includes the floor area of the Improvements and 908 square feet of Floor Area reserved and retained by the Board.

1.1.10 “**Zoning Resolution**” shall mean the Zoning Resolution of the City of New York dated January 15, 1961, as amended from time to time.

**2. Conveyance of Development Rights – Waiver of Interest**

The Sponsor hereby grants, conveys, assigns and transfers to the Developer, and the Developer hereby accepts, all of the Sponsor’s right, title and interest in the Excess Development Rights for use by the Developer on the Developer Premises in accordance with the terms of this Agreement.

The Board hereby grants, conveys, assigns and transfers to the Developer, and the Developer hereby accepts, all of the Board’s right, title and interest in the Excess Development Rights for use by the Developer on the Developer Premises in accordance with the terms of this Agreement. The Board hereby grants any and all rights it had has or may in the future have to the Excess Development Rights and further agrees to lay no claim to those Excess Development Rights at any time in the future.

The Board and the Sponsor each individually affirmatively acknowledge and agree that the Development Rights (i) attributable the Premises shall be permanently reduced by the amount of the Excess Development Rights being reallocated to the Developer Premises, and (ii)



attributable to the Developer's Premises shall be permanently increased by the amount of the Excess Development Rights.

The Board hereby affirmatively acknowledges and agrees that it has no right, title, or interest in the Developer Land or the Excess Development Rights, other than the Easements. The Board hereby forever waives any and all other interest it has claimed or asserted, or had, or now has or may in the future have the right to claim or assert, with respect to the Developer Land or the use of the Excess Development Rights by the Developer. The Board agrees for itself and its successors or assigns that it shall not assert any right, title, or interest in the Developer Land; upon execution of this Agreement the Board shall have no right, title or interest in the Excess Development Rights; and the Board shall be barred from raising same in any court of competent jurisdiction or other civil action or proceeding, or governmental proceeding. The Board agrees that to the extent that it must execute any form of zoning lot development and easement agreement or any other document to vest title to the Excess Development Rights in the Sponsor or any purchaser or assignee of the Sponsor, that the Sponsor is now and in the future authorized to execute same on behalf of the Board and the Board hereby grants to and authorizes the Sponsor, to execute same as its attorney in fact. Notwithstanding the foregoing right to act as the Board's "attorney in fact," the Sponsor or the Developer shall, prior to taking any such action, request the Board's signature and provide the Board with a window of ten (10) business days within which to review, execute and return said document. If the Board fails to execute and return said document to the Sponsor within the aforementioned ten (10) day window, only then may the Sponsor exercise the limited attorney in fact right conveyed by this Section 2. However, should it be necessary for the Board to execute a document to satisfy a purchaser, its title company, or any other person or governmental agency or authority, the Board agrees that it will

do so and if it fails or refuses, and the Sponsor must commence an action to compel it to act, the Board will be responsible for any damages incurred by the Sponsor as a result of the Board's failure to timely execute any required document, not executable by Developer in accordance with its rights as limited attorney in fact and not contrary to the terms of this Agreement, as well as the Sponsor's attorneys' fees and costs in having to bring said action.

### 3. **Board Easements**

The Developer hereby grants to the Board and the Board hereby accepts from the Developer the following easements over the Developer Premises for the benefit of the Premises (such easements collectively, the "**Easements**", and the portions of the Developer's Premises encumbered by the Easements, the "**Easement Areas**").

#### (a) **Light and Air Easement**

(i) CJUF II hereby grants to the Board and the Board hereby accepts from the Developer a perpetual, exclusive easement for light and air over and above the Developer Premises for the benefit of the Premises (the "**Light and Air Easement**"), such Light and Air Easement to have a lower limiting plane located at an elevation 135.75 feet above the Brooklyn Borough Datum and over a portion of the Developer Premises located to the east of the Premises as more particularly described in the metes and bounds descriptions set forth on Exhibit C-1 annexed hereto and made a part hereof (the "**Light and Air Easement Area**").

(ii) The Board shall have the right to locate and maintain windows and other openings in Improvements, including without limitation windows providing light and air as may be required under the New York State Multiple Dwelling Law, the Administrative Code of the City of New York, the Zoning Resolution or any other applicable Legal Requirement ("**Legal Windows**"), and the Board shall be entitled to rely on the Light and

Air Easement for purposes of providing same for any windows facing the Light and Air Easement Area. The Developer hereby covenants and agrees that the Developer shall, if required by the Buildings Department for any reason, promptly enter into a supplementary light and air easement agreement with the Board in the form attached hereto as Exhibit C-2 or such other form as may be required by the Buildings Department to acknowledge the Light and Air Easement.

(iii) In no event shall the Developer construct, locate or develop, or permit to be constructed, located or developed, any Development, machinery, equipment, fixture or other structure or improvement in the Light and Air Easement Area at any time, including without limitation, at such times that the Developer is performing construction work on the Developer Premises, such prohibition to include, without limitation, a prohibition on structures, equipment and other items qualifying as “permitted obstructions” under the Zoning Resolution.

(b) Off-Site Loading Easement

(i) The Developer hereby grants to the Board and the Board hereby accepts from the Developer for the benefit of the Premises an exclusive, perpetual easement and right to operate, maintain, repair, rebuild, modify and use on a twenty-four hours, seven days a week basis a loading dock and service area on the Developer Premises containing three loading berths complying with the size, location and other requirements of the Zoning Resolution (the “**Loading Dock Facilities**”), together with a right of access to and egress from the Loading Dock Facilities and the public street, over that part of the Developer Premises described in the metes and bounds description set forth on Exhibit D annexed hereto and made a part hereof (the “**Off-Site Loading Easement**” and the area encumbered thereby, the “**Off-Site**

**Loading Easement Area**”). The Developer expressly acknowledges that the Board’s rights pursuant to the Off-Site Loading Easement shall include, without limitation, the right to temporarily locate and store materials and debris in the Off-Site Loading Easement Area.

(ii) The Developer covenants and agrees to, at all times, including, without limitation, at such times that the Developer is performing construction work on the Developer Premises, keep the Off-Site Loading Easement Area open, clear and free of any and all obstructions (other than those of the Board or a party acting as agent of the Board) and to not interfere in any manner with the Board’s use thereof and access thereto. The Developer further covenants and agrees that the Developer shall not take or permit any action to be taken that would affect the Off-Site Loading Easement Area or the Off-Site Loading Easement in a manner that would cause the Premises or the Developer Premises to violate any applicable provision of the New York City Building Code (the “Building Code”), the Zoning Resolution or other applicable Legal Requirement.

(iii) Provided that such action is permitted by the Building Code, the Zoning Resolution and all other applicable Legal Requirements, and is approved by the Buildings Department, the Developer may, after not less than sixty (60) days written notice to the Board, incorporate the Off-Site Loading Easement and Off-Site Loading Easement Area into the Developer Improvements at its sole cost and expense. In the event that the Developer makes such an election, the Developer hereby covenants and agrees to coordinate with the Board in its construction of the Developer Improvements to minimize disruptions to the Board’s use of the Loading Dock Facilities and the Off-Site Loading Easement to the extent commercially practicable.

(c) Emergency Egress Easement

(i) The Developer hereby grants to the Board and the Board hereby accepts from the Developer for the benefit of the Premises an exclusive, perpetual easement, on a twenty-four hour, seven days a week basis, an emergency egress corridor between the Improvements and the public street known as Ashland Place (the “**Egress Corridor**”) in, over and across that part of the Developer Premises described in the metes and bounds description as set forth on Exhibit E-1 annexed hereto and made a part hereof. The Egress Corridor shall have a minimum clear height at all points along and within such Egress Corridor of eight (8) feet and a minimum width at all points along and within such Egress Corridor of the greater of (a) three feet, eight inches (3’ 8”), and (b) the minimum width required by application of all Legal Requirements for an emergency egress corridor (the “**Emergency Egress Easement**” and the area encumbered thereby, the “**Emergency Egress Easement Area**”).

(ii) The Developer hereby covenants and agrees that the Developer shall, if required by the DOB for any reason, promptly enter into a supplementary egress easement agreement with the Board in the form attached hereto as Exhibit E-2 or such other form as may be required by the DOB.

(iii) The Developer shall at all times, including, without limitation, at such times that the Developer is performing construction work on the Developer Land, keep the Emergency Egress Easement Area open, clear and free of any and all obstruction (other than those of the Board or party acting through the Board) and not to interfere with the Board’s use thereof. In no event shall the Developer take or permit any action to be taken that would affect the Emergency Egress Easement Area or the Emergency Egress Easement in any



manner that would cause the Premises to violate any applicable provision of the Building Code or other applicable Legal Requirement.

(iv) Provided that such action is permitted by the Building Code and all other applicable Legal Requirements, is approved by the DOB and would comply with the minimum height and width and other requirements of this Agreement, (i) the Developer shall have the right, at the Developer's option and sole cost and expense, to enclose the Egress Corridor into the Developer Improvements, and (ii) upon sixty (60) days written notice to the Board, the Developer shall have the right to relocate the Egress Corridor to another location on or within the Developer Premises, in which case the Emergency Egress Easement shall apply to the relocated Egress Corridor and the Emergency Egress Easement Area shall for all purposes be the area occupied by the relocated Egress Corridor. In the event that the Developer elects to enclose the Egress Corridor in the Developer Improvements, the Developer hereby covenants and agrees to coordinate with the Board in its relocation of the Egress Corridor to minimize disruptions to the Board's use of the Egress Corridor and the Emergency Egress Easement.

(d) Gas Vent Easement

(i) The Developer hereby grants to the Board and the Board hereby accepts from the Developer an exclusive, perpetual easement in, to and over that part of the Developer Premises bounded and described as set forth on Exhibit F annexed hereto and made a part hereof to allow the Board to maintain gas vents (the "**Gas Vents**") and have access thereto for maintenance and repair thereof (the "**Gas Vent Easement**" and the area encumbered thereby, the "**Gas Vent Easement Area**"). In connection with the grant of the Gas Vent Easement, the Developer hereby covenants and agrees that the Developer shall not locate, nor

permit or suffer to be located, any portion of the Developer Improvements (or any equipment, machinery, structure or fixture associated therewith) within the Gas Vent Easement Area.

(ii) Developer hereby covenants and agrees to, at all times, including without limitation at such times that the Developer is performing construction work on the Developer Land, keep the Gas Vent Easement Area open, clear and free of any and all obstruction and to not interfere with the Board's use thereof or access thereto. In no event shall the Developer take or permit any action to be taken that would affect the Gas Vent Easement Area or the Gas Vent Easement in a manner that would cause the Premises to violate any applicable provision of the Building Code or other applicable Legal Requirement.

(iii) Provided that such action is permitted by the Building Code and all other applicable legal requirements and is approved by the DOB, the Developer may, upon sixty (60) days written notice to the Board, at the Developer's sole cost and expense, relocate the Gas Vents, in which case the Gas Vent Easement shall apply to the area of the relocated Gas Vents, and the Gas Vent Easement Area shall for all purposes apply to the area of the relocated Gas Vents, including, without limitation, the Developer's covenant to not locate or permit or suffer to be located any portion of the Developer Improvements within the Gas Vent Easement Area. In the event that the Developer elects to relocate the Gas Vents, the Developer hereby covenants and agrees to coordinate with the Board in its relocation of the Gas Vents to minimize disruptions to the Board's use of the Gas Vents and the Gas Vent Easement.

(e) Generators Easement

(i) The Developer hereby grants to the Board and the Board hereby accepts from the Developer an exclusive, permanent and perpetual easement in, to and over that part of the Developer Premises bounded and described as set forth on Exhibit G

annexed hereto and made a part hereof to enter, locate, replace, maintain, use and operate power generators (the “**Generators**”) serving the Premises (the “**Generators Easement**” and the area encumbered thereby, the “**Generator Easement Area**”).

(ii) The Developer hereby covenants and agrees to, at all times, including without limitation at such times that the Developer is performing construction work on the Developer Land, keep the Generators Easement Area open, clear and free of any and all obstruction and to not interfere with the Board’s use thereof or access thereto. In no event shall the Developer take or permit any action to be taken that would affect the Generators Easement Area or the Generators Easement in a manner that would cause the Premises to violate any applicable provision of the Building Code or other applicable Legal Requirement.

(iii) Provided that such action is permitted by the Building Code and all other applicable Legal Requirements and is approved by the DOB and any other applicable Agencies and is allowable pursuant to any agreement with the Consolidated Edison Company of New York or pursuant to the Condominium documents, the Developer may, after not less than sixty (60) days written notice to the Board, relocate the Generators Easement at the Developer’s sole expense, in which case the Generators Easement shall apply to the relocated Generators, and the Generators Easement Area shall for all purposes be the area occupied by the Generators together with a right of access and egress thereto. In the event that the Developer elects to relocate the Generators, the Developer hereby covenants and agrees to coordinate with the Board in its relocation of the Generators to minimize disruptions to the Board’s use and access to the Generators and the Generators Easement, and to limit any interruption of power to the Improvements.

(f) Louvers Easement

(i) The Developer hereby grants to the Board and the Board hereby accepts from the Developer an exclusive, perpetual easement in, to and over that part of the Developer Premises bounded and described as set forth on Exhibit H annexed hereto and made a part hereof to allow the Board to maintain two louvers located on the sixth and eighth floor on the northern portion of Improvements (the “**Louvers**”) and have access thereto for maintenance and repair thereof (the “**Louvers Easement**” and the area encumbered thereby, the “**Louvers Easement Area**”). In connection with the grant of the Louvers Easement, the Developer hereby covenants and agrees that the Developer shall not locate, nor permit or suffer to be located, any portion of the Developer Improvements (or any equipment, machinery, structure or fixture associated therewith) within ten (10) feet of the Louvers Easement Area, such ten (10) feet to be measured in every direction from each Louver.

(ii) The Developer hereby covenants and agrees to, at all times, including without limitation at such times that the Developer is performing construction work on the Developer Land, keep the Louvers Easement Area open, clear and free of any and all obstruction and to not interfere with the Board’s use thereof or access thereto. In no event shall the Developer take or permit any action to be taken that would affect the Louvers Easement Area or the Louvers Easement in a manner that would cause the Premises to violate any applicable provision of the Building Code or other applicable Legal Requirement.

(g) In the event that any of the Easements are from time to time relocated pursuant to the provisions of this Section 3, the Board and the Developer shall each have the unilateral right, without further action of the other Party to file a notice of any such relocated easement and the easement area against the Combined Zoning Lot in the Office of the Register for Kings County. In addition, and notwithstanding the foregoing, the Board and the

Developer each individually hereby covenant that it shall, promptly upon the written request of the other Party and at the other Party's expense, cooperate with the other Party in executing a reasonable document evidencing the existence of such relocated easement and defining the location of the relocated easement area.

(h) Any relocation or movement of the Easements accruing to the Board and the Premises pursuant to this Agreement performed solely at the discretion of the Developer shall be completed by the Developer in accordance with all Legal Requirements, and at the Developer's sole cost and expense.

(i) The Board hereby covenants and agrees to operate and maintain the Easement Areas, at the Board's sole cost and expense, in a lawful manner without damage to the Developer Premises.

#### **4. Use and Development by Developer**

(a) The Board hereby acknowledges and agrees that the Developer may develop and incorporate into the Developer Improvements any or all of the (i) the Development Rights attributable to the Developer Premises, including without limitation the Excess Development Rights (the "**Developer Development Rights**"), and shall have the right to utilize the Developer Development Rights in such manner as the Developer sees fit, subject to the Easements set forth in this Agreement. Without limiting the foregoing, the Developer shall have the express right to locate the Developer Improvements anywhere on the Developer Land, including without limitation up to the common boundary between the Developer Land and the Land.

(b) The Board acknowledges and agrees that the Developer shall have the right to maintain, repair, alter, redevelop, reconfigure, demolish, and rebuild the Developer



Improvements at any time and from time to time and to incorporate the Developer Development Rights therein as the Developer sees fit, subject to the terms and conditions of this Agreement.

(c) In connection with the Developer's use and enjoyment of the Developer Development Rights and the construction, occupation, use, maintenance, repair, alteration, redevelopment, reconfiguration, demolition, and rebuilding of the Developer Improvements, as may be permitted under the terms and conditions of this Agreement, the Developer may (but shall not be obligated to), at its sole cost and expense, submit and thereafter prosecute to completion such applications (an "**Agency Application**") to any or all of the New York City Department of City Planning, the New York City Planning Commission, the New York City Board of Standards and Appeals, the local Community Board, the New York City Landmarks Preservation Commission (the "Landmarks Preservation Commission"), the City Council of the City of New York, the Brooklyn Borough President, the DOB, the Department of Housing Preservation and Development (each an "**Agency**"), and any other Agency for any approval, certification, authorization, special permit, rezoning, variance, license, permit (including a building permit or certificate of occupancy), or other approval, and any amendment or modification thereto (each, an "**Agency Approval**") that in the discretion of the Developer would be desirable to facilitate the use and enjoyment of the Developer Premises or the Developer Development Rights, or the construction, maintenance, repair, alteration, redevelopment, reconfiguration, demolition, or rebuilding of the Developer Improvements. The Developer shall be entitled to include all of the properties within the Combined Zoning Lot (or any enlarged Combined Zoning Lot) in any Agency Application, and provided that the application does not violate any provision of this Agreement. The Board agrees that it shall

execute or authorize any Agency Application reasonably requested to be authorized, if requested by the Developer and at the Developer's expense.

(d) The Board covenants and agrees to cooperate with the Developer, at the Developer's expense, in all reasonable respects in the use and enjoyment by the Developer of the Developer Development Rights and in the development, maintenance, repair, alteration, redevelopment, reconfiguration, demolition and rebuilding of the Developer Improvements, including, without limitation, execution of any and all consents, documents or applications which, by applicable law or Agency regulation, the Board is required to execute to enable, or which would facilitate, the prosecution by the Developer of all zoning and building applications relating to the Developer Premises or the use or incorporation of the Developer Development Rights in the Developer Improvements.

(e) Notwithstanding the foregoing, the Board shall have no obligation to cooperate with the Developer if any document or Agency Application would:

(i) permit the use by the Developer of the Developer Premises in a manner violating the terms of this Agreement or resulting in a Material Violation on any portion of the Combined Zoning Lot;

(ii) result in a reduction of the Retained Development Rights;

(iii) result in either or both of the Improvements or the Developer Improvements becoming or being noncomplying or nonconforming (as such terms are defined in the Zoning Resolution) in any respect;

(iv) violate or interfere with any certificate of appropriateness or other approval by the Landmarks Preservation Commission;

(v) reduce the amount of Floor Area or number of Dwelling Units available for use on the Premises, as such terms are defined in the Zoning Resolution; or

(vi) violate the Easements.

**5. Use and Development by Board**

(a) The Board shall have the right to use, develop, occupy, and incorporate into the Improvements any or all of the Retained Development Rights in such manner as the Board sees fit, subject to the restrictions and reservations set forth in this Agreement, and the Developer consents to such use by the Board of the Retained Development Rights. The Developer acknowledges and agrees that the Board shall have the right to maintain, repair, alter, redevelop, reconfigure, demolish, and rebuild the Improvements at any time and from time to time as the Board sees fit, subject to the terms and conditions of this Agreement.

(b) In connection with its use and enjoyment of the Retained Development Rights, the Board may (but shall not be obligated to) at its sole cost and expense submit and thereafter prosecute to completion one or more Agency Applications before any and all Agencies, for such Agency Approvals that in the discretion of the Board would be desirable to facilitate the use and enjoyment of the Premises or the Retained Development Rights on the Premises.

(c) Notwithstanding the foregoing, the Board shall obtain approvals from the Landmarks Preservation Commission for any change to or improvement of the Premises that requires action by such Agency.

(d) The Developer covenants and agrees to cooperate with the Board, at the Board's expense, in all respects in the use and enjoyment by the Board of the Retained Development Rights and in the development, maintenance, repair, alteration, redevelopment,

reconfiguration, demolition, and rebuilding of the Improvements, and shall execute all documents which, by applicable law or Agency regulation, any such Party is required to execute to enable, or which would facilitate, the prosecution by the Board of all Buildings applications or other Agency Applications relating to the Premises or the use or incorporation of Retained Development Rights in the Improvements. Notwithstanding the foregoing, the Developer shall have no obligation to cooperate with the Board or execute any document which would: (i) permit the use by the Board or any party acting through or on behalf of the Board of any portion of the Developer Development Rights; (ii) permit the use by the Board of the Premises in a manner violating the terms of this Agreement or resulting in a Material Violation on any portion of the Combined Zoning Lot; (iii) result in either or both of the Improvements or the Developer Improvements becoming or being noncomplying or nonconforming within the meaning of the Zoning Resolution in any respect; or (iv) prevent the Developer from utilizing all of the Developer Development Rights in the manner contemplated by this Agreement; or (v) otherwise reduce the amount of Floor Area or other rights included in the Developer Development Rights or available for use on the Developer Premises in accordance with this Agreement.

**6. Board Covenants**

(a) The Board hereby covenants and agrees, for itself and on behalf of its successors and assigns that the Board shall not:

(i) utilize or attempt to utilize any portion of the Developer Development Rights;

(ii) make or permit to be made any application to the DOB or any other Agency to incorporate any portion of the Developer Development Rights in any portion of the Improvements;

(iii) sell, lease, convey, use, assign or otherwise transfer any interest in the Developer Development Rights or enter into an agreement with any party for the sale, lease, conveyance, use, assignment or other transfer of all or any portion of the Developer Development Rights;

(iv) enter into any such other agreement that would result in an encumbrance on the Combined Zoning Lot with respect to the Developer Development Rights or that would prevent the Developer's use and enjoyment of the Developer Development Rights in the manner contemplated in this Agreement.

(b) The Board covenants and agrees, for itself and on behalf of its successors and assigns, that it shall not voluntarily appear in opposition to the Developer's development successor or assigns in any Agency Application, hearing or other action brought, sought or defended by or on behalf of the Developer involving the use or development of the Developer Development Rights or use of the Developer Premises provided that such Agency Application is in accordance with the terms of this Agreement. Nothing in this provision shall be construed to require the Board to appear in support of the Developer in any Agency Application, hearing or other action brought, sought or defended by or on behalf of the Developer involving the use or development of the Developer Development Rights or use of the Developer Premises, except as otherwise provided in this Agreement.

(c) The Board hereby covenants and agrees that the Premises shall not be used, developed, maintained, repaired, altered, redeveloped, reconfigured, demolished, rebuilt or occupied so as to create any new, or increase the degree of any existing, non-complying or non-conforming condition on the Combined Zoning Lot, as such terms are defined in the Zoning Resolution.



7. **Developer Covenants**

(a) The Developer hereby covenants and agrees, for itself and on behalf of its successors and assigns that the Developer shall not:

(i) utilize or attempt to utilize any portion of the Retained Development Rights;

(ii) make or permit to be made any application to the Buildings Department or any other Agency to incorporate any portion of the Retained Development Rights in any portion of the Developer Improvements;

(iii) sell, lease, convey, use, assign or otherwise transfer any interest in the Retained Development Rights or enter into an agreement with any party for the sale, lease, conveyance, use, assignment or other transfer of all or any portion of the Retained Development Rights;

(iv) enter into any such other agreement that would result in an encumbrance on the Combined Zoning Lot with respect to the Retained Development Rights or that would prevent the Board's use and enjoyment of the Retained Development Rights in the manner contemplated in this Agreement;

(v) violate or otherwise interfere with the Easements.

(b) The Developer covenants and agrees, for itself and on behalf of its successors and assigns, that it shall not voluntarily appear in opposition to the Board in any Agency Application, hearing or other action brought, sought or defended by or on behalf of the Board involving the use or development of the Retained Development Rights or use of the Premises provided that such Agency Application is in accordance with the terms of this Agreement. Nothing in this provision shall be construed to require the Developer to appear in

support of the Board in any Agency Application, hearing or other action brought, sought or defended by or on behalf of the Board involving the use or development of the Retained Development Rights or use of the Premises, except as otherwise provided in this Agreement.

(c) The Developer hereby covenants and agrees that the Developer Premises shall not be used, developed, maintained, repaired, altered, redeveloped, reconfigured, demolished, rebuilt or occupied so as to create any new, or increase the degree of any existing, Noncompliance or Nonconformance on the Combined Zoning Lot, as such terms are defined in the Zoning Resolution.

#### **8. Limited Transfer**

The Developer and the Board acknowledge and agree that the only interests being conveyed under this Agreement are:

- (a) the Excess Development Rights from the Board to the Developer;
- (b) the Light and Air Easement from the Developer to the Board;
- (c) the Emergency Egress Easement from the Developer to the Board;
- (d) the Off-Site Loading Easement from the Developer to the Board;
- (e) the Gas Vent Easement from the Developer to the Board;
- (f) the Generators Easement from the Developer to the Board; and
- (g) the Louvers Easement from the Developer to the Board.

#### **9. Representations and Warranties**

(a) The Sponsor represents and warrants that the execution and delivery of this Agreement and the performance by the Sponsor or by the Sponsor in its capacity as the Developer, as applicable, of its obligations under this Agreement have been duly authorized by all necessary action of the Sponsor, with all required consents and approvals, and

is permitted under the formation and operating documents of the condominium and the execution, delivery and performance by the Sponsor of its obligations under this Agreement does not require the consent of any third party, other than a Party in Interest to the Premises that has joined in the execution of this Agreement and the Zoning Lot Description or has executed a Waiver, and does not violate the terms of any agreement to which the Board is a party or to which its assets are subject.

(b) The Board represents and warrants that the execution and delivery of this Agreement and the performance by the Board of its obligations under this Agreement have been duly authorized by all necessary action of the Board, with all required consents and approvals, and is permitted under the formation and operating documents of the condominium and the execution, delivery and performance by the Board of its obligations under this Agreement does not require the consent of any third party, other than a Party in Interest to the Premises that has joined in the execution of this Agreement and the Zoning Lot Description or has executed a Waiver, and does not violate the terms of any agreement to which the Board is a party or to which its assets are subject.

#### **10. Separate Certificates of Occupancy**

The Board and the Developer each acknowledges and agrees that it is in the separate interest of each Party that the Improvements and the Developer Improvements be maintained as separate buildings for purposes of the DOB, and that construction plans and specifications for, and applications for Certificates of Occupancy for the Developer Improvements and the Improvements, as the case may be, shall be separate and independent from each other, and shall, to the extent permitted by applicable laws, be so filed with the Buildings Department so as to obtain separate “new building” and/or “alteration” numbers. The Certificates of Occupancy for

the Developer Improvements shall reference the Light and Air Easement, the Emergency Egress Easement and any other Easement to the extent required by law.

**11. Access to Adjoining Property; Construction**

(a) Except with respect to the Board only, the use or exercise of any of the Easements as may be required under the Zoning Resolution for access to the Developer Premises, and in connection with construction on the Developer Premises as set forth in this Section 11, neither the Board nor the Sponsor shall have a right to enter or use any portion of the Other Party's premises. In no event shall the Board have any right to locate any portion of the Improvements or any equipment, fixture or personal property of the Condominium in any portion of the Developer Premises, except as otherwise provided in an Easement. In no event shall the Developer have any right to locate any portion of the Developer Improvements or any equipment, fixture or personal property of the Developer in any portion of the Premises.

(b) The Developer may request the Board's consent, which shall not be not be unreasonably withheld, conditioned or delayed, to access the Premises in connection with the Development, demolition, construction and rebuilding of the Developer Improvements, including, without limitation, the installation of any required temporary protection for the benefit of the Premises or the Developer Premises.

(c) In the event the DOB or other applicable agency requires the Developer to complete a preconstruction survey of the condition of the Improvements (the "Preconstruction Report") or the Developer seeks to commence any demolition or excavation on the Developer Premises within the area of the Easements provided by this Agreement, the Board shall provide reasonable access to the Improvements to the Developer, its agents or contractors for the purpose of preparing the Preconstruction Report, at the Developer's sole cost and

expense. The Developer agrees that the Preconstruction Report shall be scheduled in consultation with the Board or its designated representative during normal business hours. In the event a Preconstruction Report is required under the terms of this Section 11(c), the Developer shall cause a copy of the Preconstruction Report to be delivered to the Board no later than ten (10) business days prior to the foregoing described demolition or excavation. The agent and/or contractor hired to perform the Preconstruction Report shall be insured in amounts as is customary for agents and/or contractors working in New York City.

## **12. Future Violations**

(a) The Developer and the Board each individually covenants and agrees to develop, use, maintain and occupy the Developer Premises and the Premises, respectively, in accordance with applicable Legal Requirements as necessary to prevent any Material Violation (as hereinafter defined) from occurring or having the potential to occur on the Combined Zoning Lot or any portion thereof or improvement located herein. If any Agency or governmental authority shall issue any violation or notice of violation, as the case may be, to any Party (or agent thereof) that would (i) prevent the issuance of a building permit or any other permit or approval required by law to construct or maintain a building or other improvement on the other Party's Premises, (ii) would adversely affect the issuance or validity of any certificate of occupancy for all or any portion of such a building or other improvement on the other Party's Premises or the use, occupancy and/or development thereof, (iii) would impose a lien or have the potential to cause any fine, penalty, assessment, claim or other damage to be imposed against the other Party or the other Party's Premises, as the case may be (each a "**Material Violation**"). The Developer, if a Material Violation relates to the Developer Premises, hereby covenants and agrees to promptly cure said Material Violation at the Developer's sole cost and expense and pay

any fines, claims, assessments or other charge or penalty actually incurred by the other Party; and the Board, if a Material Violation relates to the Premises, hereby covenants and agrees to promptly cure said Material Violation at the Board's sole cost and expense and pay any fines, claims, assessments or other charge or penalty actually incurred by any other Party.

(b) The Board and the Developer each individually covenants and agrees to promptly, upon becoming aware of or receiving notice of any Material Violation, give written notice to the other party of any such Material Violation.

(c) Without limiting the Developer's or the Board's obligations under this Section 12, the Developer and the Board, as the case may be, may (but shall not be obligated to) proceed to cure any Material Violation (the "Curing Party") caused by the other party (the "Violating Party") affecting the curing Party's property or in any manner impairing or restricting the Curing Party's ability to use, enjoy, develop, or occupy the Curing Party's property in the manner contemplated by this Agreement if the Violating Party shall not have diligently continued to cure such Material Violation within sixty (60) days after the Curing Party shall have given the Violating Party written notice of such Material Violation, which notice shall contain a cover sheet with the legend boldly marked as follows: **"NOTICE OF VIOLATION – IF NO ACTION TO COMMENCE TO CURE IS UNDERTAKEN WITHIN SIXTY (60) DAYS [NAME OF THE CURING PARTY] MAY PROCEED TO CURE SAME."** The Developer and the Board each individually grant to the other party and its authorized agents, employees and contractors such access in and to the Violating Party's property as may be reasonably necessary to allow the cure of such Material Violation. The Developer and the Board each individually irrevocably appoints the other Party as its true and lawful attorney-in-fact, coupled with an interest, to execute any documents or instruments reasonably necessary for the



Curing Party to effectuate such cure if the Violating Party has failed to remedy such Material Violation in the time frame set forth herein. Any Violating Party shall reimburse any Curing Party for all reasonably incurred costs in connection with Curing Party's attempt to cure such Material Violations within fifteen (15) days after written demand thereof, which demand shall describe such costs in reasonable detail and include evidence of the payment thereof by or on behalf of the Curing Party and the removal or other cure of such Material Violation.

**13. Separate Tax Lots; Condominiums**

(a) The Sponsor and the Board each individually acknowledges and agrees that the separate interests of each of them require that the Land be treated for real property tax purposes as a separate and independent tax lot from the Developer Land and any Additional Parcels. Each Party shall take such actions with respect to such Party's land or premises, at such Party's sole and expense, including, without limitation, the execution and delivery of documents which may reasonably be required to effect or continue the treatment of the various properties then constituting the Combined Zoning Lot as separate and independent tax lots and, if said properties shall not continue to be treated as separate tax lots, to obtain an apportionment by the appropriate governmental authority of real property tax assessments and real property tax liens among said properties. No Party shall object to, or otherwise oppose, the separateness of the tax lots and, so long as said properties shall remain as separate tax lots, each Party shall have the right to conduct its own real property tax protests. If any Party chooses to apply for a reduction in the real estate tax assessment covering such Party's premises, the other Parties agree, at no cost or liability to such other Parties, to execute and, where necessary, acknowledge such affidavits and other documents as may be reasonably requested by a Party in support of such application.

(b) The Board and the Sponsor, each, at its own cost and expense, shall have the right to subdivide and thereafter reconfigure its respective land and premises into separate tax lots to the extent permitted by applicable law, and shall further have the right to subject its respective Premises to a condominium regime. To the extent that any Party to this Agreement is entitled under this Section 13 to subdivide or reconfigure its premises into separate tax lots, the other Party shall cooperate with such subdividing Party in all reasonable respects, such cooperation to be at the sole cost and expense of the subdividing Party.

(c) Provided that it does not have any adverse effects on the Board's rights under this Agreement, the Developer shall have the unilateral right to seek the separation of the Premises and the Developer Premises into two separate zoning lots under the Zoning Resolution, and the Board hereby consents to such separation. The Board shall cooperate in all reasonable respects at the Developer's expense in effecting any such separation, including executing such documents as may be required to effect such zoning lot subdivision.

#### **14. Upzoning; Downzoning**

(a) In the event that the zoning for all or any portion of the Combined Zoning Lot is amended such that more Floor Area is permitted on the Combined Zoning Lot than permitted as of the date of this Agreement (such additional Floor Area permitted on the Combined Zoning Lot as a result of such rezoning, the "**Upzoned Floor Area**"), the Developer shall own and be entitled to use all of the Upzoned Floor Area. Any Upzoned Floor Area available to the Sponsor under this Section 14(a) shall be deemed part of the Excess Development Rights for all purposes of this Agreement.

(b) If, following a validly enacted amendment of the Zoning Resolution the permitted Floor Area appurtenant to the Combined Zoning Lot is reduced (a

“Downzoning”), then:

(i) if only one of the buildings on the Combined Zoning Lot suffers a casualty, and such building cannot be restored to its former bulk under the Zoning Resolution, then, except as otherwise permitted by the provision of the Zoning Resolution regulating the redevelopment of non-complying buildings, any Development of such building undertaken on the Premises shall be limited to an amount of Development Rights available to the parcel on which such building was located at such time (considered as if such parcel were a separate zoning lot) which would not reduce or otherwise adversely affect the Development Rights incorporated into or allocated pursuant to this Agreement to the other buildings on the Combined Zoning Lot which did not suffer any casualty, provided that the party suffering such casualty shall have the right to seek a variance to increase the Development Rights available to such party’s property.

(ii) if all of the buildings on the Combined Zoning Lot suffer a casualty and such buildings cannot be lawfully restored to such buildings’ former bulk, then, except as otherwise permitted by the provisions of the Zoning Resolution regulating the redevelopment of non-complying buildings, any Rebuilding undertaken on the Combined Zoning Lot shall be limited by such Downzoning such that each affected Premises shall be entitled to its pro rata share of the Development Rights available at the time of such casualty, with such pro rata share equal to (i) for the Premises, the percentage that the total Development Rights available to the Combined Zoning Lot less the Excess Development Rights bears to the total amount of Development Rights available to the Combined Zoning Lot prior to the Downzoning, and (ii) for the Developer Premises, the percentage the Development Rights bears to the total amount of Development Rights available to the Combined Zoning Lot prior to the Downzoning.

**15. Parties in Interest; Condominium Regime**

(a) The Board shall cause each party in interest to the Premises to subordinate such party in interest's interest in the Premises to the terms of this Agreement. The Developer shall cause all parties in interest to the Developer's Premises to subordinate such parties in interest's interest in the Developer Premises to the terms of this Agreement.

(b) If an interest attaches to all or any portion of the Premises or the Developer Premises subsequent to the date hereof which would otherwise confer upon the holder of such interest the status of a party in interest, the interest of such party in interest shall be subject and subordinate to this Agreement.

(c) In the event that any portion of the Developer Premises or the Premises is subjected to a condominium, cooperative, "cond-op," or other similar form of ownership, including the Condominium, the rights and obligations of the Board and the Developer hereunder, including without limitation the rights to consent to modifications or amendments of this Agreement and obligations to execute documents hereunder, shall be vested in the sponsor of such regime for so long as the sponsor retains a majority interest in the condominium, cooperative or cond-op, as the case may be, and upon the loss of a majority interest by sponsor therein, shall be vested in the board charged with operating the condominium, cooperative, or cond-op. The consent of any individual owner of a unit shall not be required, and the organizational documents shall include reference to this Agreement and the Zoning Lot Description and shall summarize the terms of this Section 15.

**16. Covenants Running With the Land**

All of the grants, interests, covenants, agreements, rights, restrictions and conditions contained in this Agreement:

- (a) shall run with the lands and the improvements affected hereby;
- (b) shall inure to the benefit of and be binding upon (i) each Party and (ii) any such Party's successors and assigns, for such time and for so long as they own any interest in any portion of the Combined Zoning Lot or any improvement located thereon;
- (c) shall, except for liabilities accruing during each respective period of interest, terminate as to such party upon the termination or expiration date of such Party's interest in the Combined Zoning Lot or any improvement located thereon, as the case may be; and
- (d) shall to the extent that rights hereunder are assigned to the holder of any mortgage encumbering any Party's premises, or any interest therein, be enforceable by any such assignee after default under any such mortgage.

**17. Condemnation**

In the event all or any portion of the Combined Zoning Lot or any improvements located or constructed thereon is the subject of a condemnation or eminent domain proceeding (the “Condemnation Proceeding”):

(a) the Developer’s interest in, and right to make claim to, any award made or to be made in connection with the Condemnation Proceeding shall be limited to any portion of such award attributable to the Developer Land, the Development Rights and the Developer Improvements; and

(b) the Board’s interest in, and right to make claim to, any award made or to be made in connection with the Condemnation Proceeding shall be limited to any portion of such award attributable to the Land and the Improvements.

**18. Estoppel Certificate**

Whenever requested by the one Party upon at least twenty (20) days’ prior written notice, the other Party shall furnish to the other or to its designee a written statement, setting forth whether: this Agreement is in full force and effect; the extent to which this Agreement has been modified by an instrument not of record; the extent to which the responding party has served any written notice of default under this Agreement, which default remains uncured; and that the statement may be relied upon by the requesting party or its designee.

**19. Governing Law and Forum Selection**

This Agreement shall be governed by the laws of the State of New York without regard to legal principles of conflict of laws. Any lawsuit, action, or proceeding arising out of this Agreement shall be brought only in the State or Federal Courts sitting in and for the County of



Kings, New York, which the Parties agree shall have personal jurisdiction over them for this purpose.

**20. Notices**

All notices under this Agreement shall be in writing, and shall be sent by (i) electronic mail; (ii) certified or registered mail, return receipt requested, postage prepaid; (iii) hand delivery; or (iv) a nationally recognized overnight mail carrier, to the address of a party indicated below:

If to the Board:	One Hanson Place Condominium c/o Cooper Square Realty, Inc. 622 Third Avenue New York, N.Y. 10017 Attn: Anthony Milstein Email: <a href="mailto:Anthony.milstein@coopersquare.com">Anthony.milstein@coopersquare.com</a>
With a copy to:	Wolf Haldenstein Adler Freeman & Herz LLP 270 Madison Avenue New York, N.Y. 10016 Attn: Jeffrey M. Schwartz, Esq. Email: <a href="mailto:jschwartz@whafh.com">jschwartz@whafh.com</a>
If to Developer or Sponsor:	CJUF II Hanson LLC c/o Canyon Capital Realty Advisors LLC Attn: Daniel Millman Maria L. Stamolis 2000 Avenue of the Stars, 11 <sup>th</sup> Floor Los Angeles, CA 90067 Email: <a href="mailto:dmillman@canyonpartners.com">dmillman@canyonpartners.com</a> <a href="mailto:mstamolis@canyonpartners.com">mstamolis@canyonpartners.com</a>
With a copy to:	Leo Levya, Esq. Cole, Schotz, Meisel, Forman & Leonard, P.A. 900 Third Avenue, 16 <sup>th</sup> Floor New York, N.Y. 10022 Email: <a href="mailto:llevya@coleschotz.com">llevya@coleschotz.com</a>

A party hereto may change notice parties or add notice parties by delivery of notice of such change or addition to the other party hereto. Any notice sent under (i) or (iii) above shall be

effective on the day of such sending, while any notice sent under (ii) above shall be effective three (3) days after such sending and any notice sent under (iv) above shall be effective one (1) day after such sending.

**21. Entire Agreement**

This Agreement and the Exhibits hereto shall constitute the entire and sole agreement among the Parties with respect to the subject matters hereof. Neither of the Parties is relying upon any promise, representation, understand, undertaking, or agreement, whether oral or in writing, not set forth in this Agreement, all of which shall be deemed to have been superseded by this Agreement and the Exhibits hereto, and merged herein, and each of the Parties expressly disclaims any reliance on any other promise, representation, understanding, undertaking, or agreement, whether oral or in writing. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

**22. Effectiveness and Counterparts**

(a) This Agreement shall become effective immediately following the execution by both of the Parties.

(b) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the same counterpart. Execution of this Agreement by the Parties via facsimile signatures and/or delivery by electronic mail shall be deemed the same as original signatures.

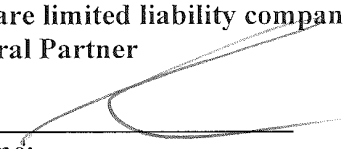
[balance of page intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

**CJUF II Hanson LLC,  
a Delaware limited liability company**

**By: Canyon-Johnson Urban Fund II, L.P.,  
a Delaware limited partnership,  
its Member**

**By: Canyon-Johnson Realty Advisors II  
LLC,  
a Delaware limited liability company,  
its General Partner**

By:   
Name: \_\_\_\_\_  
Title: **K. Robert Turner  
Managing Partner**

**BOARD OF MANAGERS OF ONE HANSON  
PLACE CONDOMINIUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

**CJUF II Hanson LLC,  
a Delaware limited liability company**

**By: Canyon-Johnson Urban Fund II, L.P.,  
a Delaware limited partnership,  
its Member**

**By: Canyon-Johnson Realty Advisors II  
LLC,  
a Delaware limited liability company,  
its General Partner**

**By: \_\_\_\_\_  
Name:  
Title:**

**BOARD OF MANAGERS OF ONE HANSON  
PLACE CONDOMINIUM**

**By: KP Jones  
Name: KEVIN P. JONES  
Title: PRESIDENT.**

**EXHIBIT A**



**SCHEDULE A**  
**LEGAL DESCRIPTION**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of Hanson Place and the easterly side of Ashland Place;

RUNNING THENCE easterly along the northerly side of Hanson Place, 99 feet to a point;

THENCE northerly at right angles to Hanson Place and parallel with St. Felix Street, 150 feet to a point;

THENCE easterly at right angles to the last described course, 3 feet 2 inches to a point;

THENCE northerly at right angles to the last described course, 15 feet to a point;

THENCE easterly at right angles to the last described course and parallel with Hanson Place, 96 feet 10 inches to the westerly side of St. Felix Street;

THENCE northerly along the westerly side of St. Felix Street, 84 feet 1 inch to a point;

THENCE westerly at right angles to St. Felix Street and parallel with Hanson Place, 97 feet 1 1/4 inches to a point;

THENCE northerly at right angles to the last described course and parallel with St. Felix Street, 1 foot to a point;

THENCE westerly at right angles to the last described course and parallel with Hanson Place, 91 feet 8 inches to the easterly side of Ashland Place; and

THENCE southerly along the easterly side of Ashland Place, 250 feet 2 1/4 inches to the corner first above mentioned, the point or place of BEGINNING.

**EXCEPTING THEREFROM the following parcel bounded and described as follows:**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point in the westerly sideline of Ashland Place, said point being a distance of 202.78 feet from the intersection of the northerly sideline of Hanson Place with the easterly sideline of Ashland Place;

- (1) RUNNING THENCE North 02 degrees 00 minutes 12 seconds East along the easterly sideline of Ashland Place 47.44 feet to a point in said sideline;
- (2) THENCE North 89 degrees 36 minutes 32 seconds East 91.67 feet to a point;
- (3) THENCE South 00 degrees 23 minutes 28 seconds East 1.00 feet to a point;
- (4) THENCE North 89 degrees 36 minutes 32 seconds East 97.10 feet to a point in the westerly sideline of St. Felix Street;
- (5) THENCE along the sideline of St. Felix Street, South 00 degrees 23 minutes 28 seconds East 84.00 feet to a point in said sideline;
- (6) THENCE South 89 degrees 36 minutes 32 seconds West 97.10 feet to a point;
- (7) THENCE North 00 degrees 23 minutes 20 seconds West 37.60 feet to a point; and
- (8) THENCE South 89 degrees 36 minutes 32 seconds West 93.65 feet to the point and place of BEGINNING.

TOGETHER WITH the rights and benefits under that certain Boundary Line Agreement made by and between the Williamsburgh Savings Bank and The Central M.E. Church of Brooklyn dated October 7, 1929, recorded in Liber 5077 cp 386.

**Being also described as follows:**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Ashland Place and the northerly side of Hanson Place;

RUNNING THENCE easterly along the northerly side of Hanson Place, 99 feet to a point on the northerly side of Hanson Place distant 100 feet 2 3/4 inches westerly from the corner formed by the intersection of the northerly side of Hanson Place and the westerly side of St. Felix Street;

THENCE northerly parallel with the westerly side of St. Felix Street, 150 feet;

THENCE easterly at right angles to the last mentioned course and parallel with the northerly side of Hanson Place, 3 feet 1 1/2 inches;

THENCE northerly at right angles to the last mentioned course and parallel with the westerly side of St. Felix Street, 15 feet;

THENCE easterly at right angles to the last mentioned course and parallel with the northerly side of Hanson Place, 97 feet 1 1/4 inches to a point on the westerly side of St. Felix Street distant 165 feet northerly from the corner formed by the intersection of the northerly side of Hanson Place and the westerly side of St. Felix Street;

THENCE northerly along the westerly side of St. Felix Street, 84 feet;

THENCE westerly parallel with the northerly side of Hanson Place, 97 feet 1 1/4 inches;

THENCE northerly parallel with the westerly side of St. Felix Street, 1 foot;

THENCE westerly parallel with the northerly side of Hanson Place, 91 feet 8 inches to the easterly side of Ashland Place; and

THENCE southerly along the easterly side of Ashland Place, 250 feet 2 5/8 inches to the point or place of BEGINNING.

**EXCEPTING THEREFROM the following parcel bounded and described as follows:**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point in the westerly sideline of Ashland Place, said point being a distance of 202.78 feet from the intersection of the northerly sideline of Hanson Place with the easterly sideline of Ashland Place;

- (1) RUNNING THENCE North 02 degrees 00 minutes 12 seconds East along the easterly sideline of Ashland Place 47.44 feet to a point in said sideline;
- (2) THENCE North 89 degrees 36 minutes 32 seconds East 91.67 feet to a point;
- (3) THENCE South 00 degrees 23 minutes 28 seconds East 1.00 feet to a point;
- (4) THENCE North 89 degrees 36 minutes 32 seconds East 97.10 feet to a point in the westerly sideline of St. Felix Street;
- (5) THENCE along the sideline of St. Felix Street, South 00 degrees 23 minutes 28 seconds East 84.00 feet to a point in said sideline;
- (6) THENCE South 89 degrees 36 minutes 32 seconds West 97.10 feet to a point;
- (7) THENCE North 00 degrees 23 minutes 20 seconds West 37.60 feet to a point; and
- (8) THENCE South 89 degrees 36 minutes 32 seconds West 93.65 feet to the point and place of BEGINNING.

TOGETHER WITH the rights and benefits under that certain Boundary Line Agreement made by and between the Williamsburgh Savings Bank and The Central M.E. Church of Brooklyn dated October 7, 1929, recorded in Liber 5077 cp 386.

**EXHIBIT B**

**SCHEDULE A**  
**LEGAL DESCRIPTION**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, City of New York, State of New York, bounded and described as follows:

BEGINNING at a point in the westerly sideline of Ashland Place, said point being a distance of 202.78 feet from the intersection of the northerly sideline of Hanson Place with the easterly sideline of Ashland Place;

- (1) RUNNING THENCE North 02 degrees 00 minutes 12 seconds East along the easterly sideline of Ashland Place 47.44 feet to a point in said sideline;
- (2) THENCE North 89 degrees 36 minutes 32 seconds East 91.67 feet to a point;
- (3) THENCE South 00 degrees 23 minutes 28 seconds East 1.00 feet to a point;
- (4) THENCE North 89 degrees 36 minutes 32 seconds East 97.10 feet to a point in the westerly sideline of St. Felix Street;
- (5) THENCE along the sideline of St. Felix Street, South 00 degrees 23 minutes 28 seconds East 84.00 feet to a point in said sideline;
- (6) THENCE South 89 degrees 36 minutes 32 seconds West 97.10 feet to a point;
- (7) THENCE North 00 degrees 23 minutes 20 seconds West 37.60 feet to a point; and
- (8) THENCE South 89 degrees 36 minutes 32 seconds West 93.65 feet to the point and place of BEGINNING.



**EXHIBIT C-1**



May 9, 2008  
5663001

**WRITTEN DESCRIPTION  
LIGHT & AIR EASEMENT  
BLOCK 2111, LOT 40  
BOROUGH OF BROOKLYN  
KINGS COUNTY, NEW YORK**

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Beginning at the intersection of the dividing line between Block 2111 Lot 40 and Block 2111 Lot 45 and the westerly line of St. Felix Street, 50 feet wide; running thence

- 1) Along said dividing line between Block 2111 Lot 40 and Block 2111 Lot 45, South  $89^{\circ}36'32''$  West, a distance of 97.10 feet to a point on the dividing line between Block 2111 Lot 1 and Block 2111 Lot 40; thence
- 2) Along said dividing line between Block 2111 Lot 1 and Block 2111 Lot 40, North  $00^{\circ}23'28''$  West, a distance of 20.60 feet to a point; thence
- 3) North  $89^{\circ}36'32''$  East, a distance of 97.10 feet to a point on said westerly line of St. Felix Street; thence
- 4) Along said westerly line of St. Felix Street, South  $00^{\circ}23'28''$  East a distance of 20.60 feet to the Point of Beginning.

Encompassing an area of 2,000 square feet, more or less.

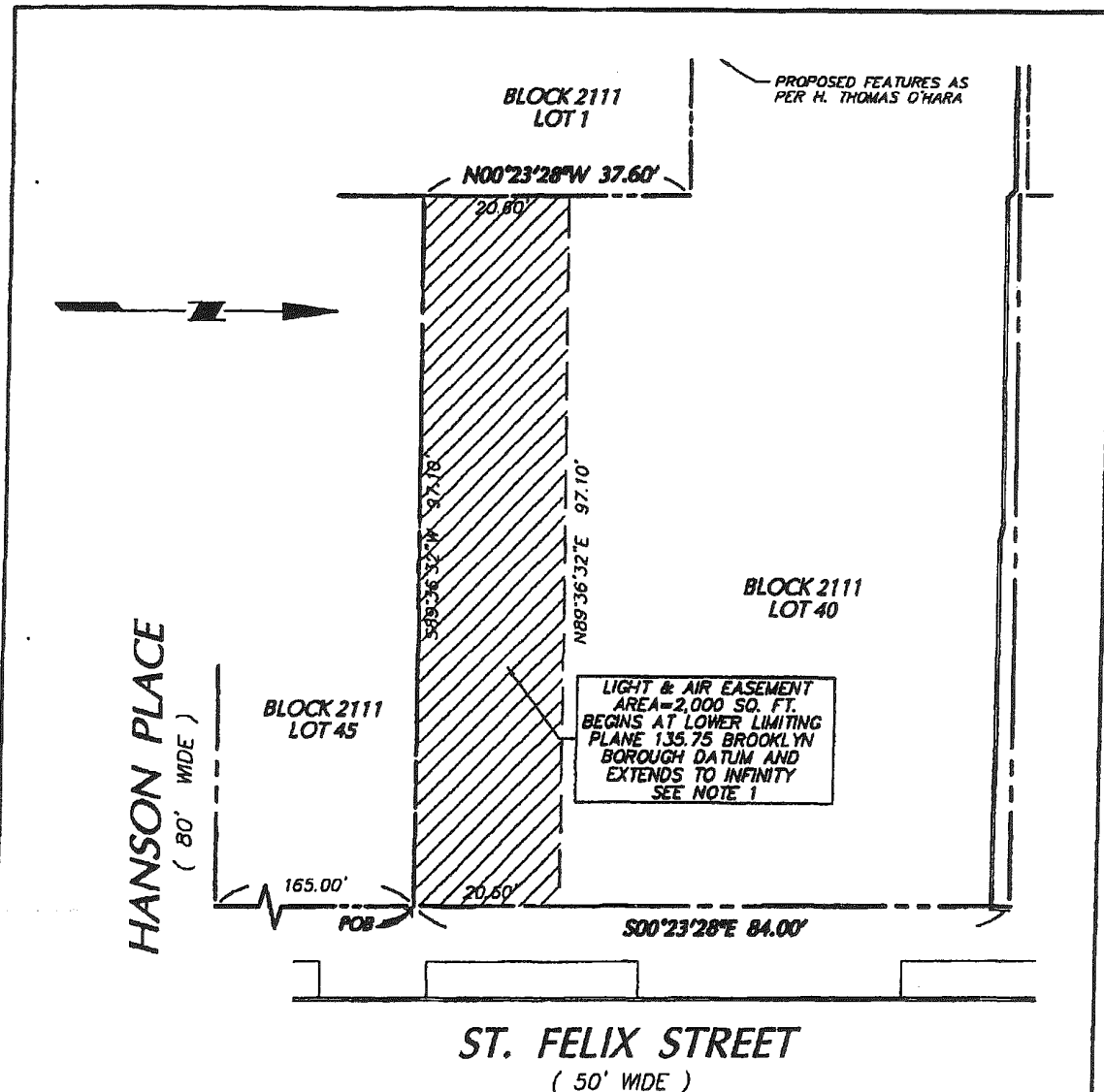
This easement begins at a lower limiting plane of elevation 135.75 in Brooklyn Borough Datum and extends to infinity as per the plans referenced below.

This description is prepared in accordance with a plan titled "Architectural Survey situated in the Borough of Brooklyn, City of New York, State of New York, Block 2111 Lot 1, Field Date March 2005" prepared by True North Surveyors, Inc. and sketches provided by H. Thomas O'Hara Architects, PLLC.

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RIVER DRIVE CENTER 1 • ELMWOOD PARK, NEW JERSEY 07407-1338 • (201) 794-6900 • FAX: (201) 794-0366  
ELMWOOD PARK, NJ NEW YORK, NY NEW HAVEN, CT PHILADELPHIA, PA DOYLESTOWN, PA MIAMI, FL TRENTON, NJ



**NOTE:**

1.) SURVEY DATA SHOWN HEREON IS BASED ON A PLAN TITLED "ARCHITECTURAL SURVEY SITUATED IN THE BOROUGH OF BROOKLYN, CITY OF NEW YORK, STATE OF NEW YORK, BLOCK 2111 LOT 1, FIELD DATE MARCH 2005" PREPARED BY TRUE NORTH SURVEYORS, INC AND SKETCHES PROVIDED BY H. THOMAS O'HARA ARCHITECTS, PLLC.

GRAPHIC SCALE

1"=20'



**LANGAN**  
ENGINEERING & ENVIRONMENTAL SERVICES

River Drive Center 1 Elmwood Park, NJ 07407  
P: 201.794.8900 F: 201.794.0388  
www.langan.com

NJ Certificate of Authorization No: 24GA27988400

Project

**LIGHT & AIR EASEMENT**

BLOCK 2111, LOT 40  
BOROUGH OF BROOKLYN  
KINGS COUNTY, NEW YORK

Project No.	Date	Scale	Drawn By:
5663001	5/9/08	1"=20'	MS/PB

G:\Data0\5663001\Survey Data - 5663001\Terramodel\Existing\Easements with Bearings Labeled.pro May 9, 2008

**EXHIBIT C-2**

## LIGHT AND AIR EASEMENT AGREEMENT

EASEMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between  
hereinafter referred to as the "Grantor," having an office/residing at \_\_\_\_\_,  
and \_\_\_\_\_,  
hereinafter referred to as the "Grantee," having an office/residing at \_\_\_\_\_.

WHEREAS, the Grantor is the fee owner of certain land located in the City and State of New York, Borough of \_\_\_\_\_, designated as Block \_\_\_\_\_ Lot \_\_\_\_\_ on the Tax Map of the City of New York, hereinafter referred to as Parcel A and more particularly described by a metes and bounds description set forth in Schedule A annexed hereto and by this reference made a part hereof;

WHEREAS, the Grantee is the fee owner of certain land located in the City and State of New York, Borough of \_\_\_\_\_, designated as Block \_\_\_\_\_ Lot \_\_\_\_\_ on the Tax Map of the City of New York, hereinafter referred to as Parcel B and more particularly described by a metes and bounds description set forth in Schedule B annexed hereto and by this reference made a part hereof;

WHEREAS, there is a \_\_\_\_-story building erected on Parcel B;

WHEREAS, Grantee has requested the New York City Department of Buildings (the "Department of Buildings") to act upon Application No. \_\_\_\_\_ to construct a new building [to alter floors \_\_\_\_\_ to \_\_\_\_\_ of an existing building] for residential use on Parcel B; and

WHEREAS, the Department of Buildings may approve the Application upon the condition, *inter alia*, that Grantor create an easement for light and air for the benefit of the present and future owners of Parcel B in order to comply with the applicable provisions of Title 27, Chapter 1, Subchapter 12, Articles 3 and 6 of the Administrative Code of the City of New York and applicable light and air provisions of the Multiple Dwelling Law.

NOW, THEREFORE, good and valuable consideration having been paid, the Grantor for her/himself, her/his heirs, legal representatives, successors and assigns hereby makes the following grant to Grantee, her/his heirs, legal representatives, successors, and assigns and to any future owner of Parcel B:

1. The right to unrestricted light and air over Parcel A as described herein, such that any construction on Parcel A shall never infringe upon the light and air provided to Parcel B.
2. This easement agreement may not be modified, amended or terminated without the prior written consent of the Department of Buildings.

3. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
4. Failure to comply with the terms of this easement agreement may result in the revocation of a building permit or certificate of occupancy.
5. This easement agreement shall be recorded at the county city register's (county clerk's) office and the cross-reference number and title of the easement agreement shall be cited on each temporary and permanent certificate of occupancy hereafter issued to Parcels A and B.

IN WITNESS WHEREOF, Parties have made and executed the foregoing easement agreement as of the date hereinabove written.

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

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

Acknowledgment by individual:

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally came \_\_\_\_\_, to me personally known and known to me or proved to me on the basis of satisfactory evidence to be the same person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally came \_\_\_\_\_, to me personally known and known to me or proved to me on the basis of satisfactory evidence to be the same person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_) SS.:

Notary Public

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) SS.:

Notary Public



## **EXHIBIT D**



March 31, 2008  
5663001

**WRITTEN DESCRIPTION  
OFF-SITE LOADING EASEMENT, AREA "A"  
BLOCK 2111, LOT 40  
BOROUGH OF BROOKLYN  
KINGS COUNTY, NEW YORK**

Beginning at a point on the easterly line of Ashland Place, width varies, said point being North 02°00'12" East, a distant 220.28 feet from the intersection of said easterly line of Ashland Place and the northerly line of Hanson Place, 80 feet wide; running thence

- 1) Along said easterly line of Ashland Place, North 02°00'12" East, a distance of 12.00 feet to a point; thence
- 2) South 87°59'48" East, a distance of 33.00 feet to a point; thence
- 3) South 02°00'12" West, a distance of 12.00 feet to a point; thence
- 4) North 87°59'48" West, a distance of 33.00 feet to the Point of Beginning.

Encompassing an area of 396 square feet, more or less.

This easement is bound by existing ground to an upper limiting plane of elevation 57 in Brooklyn Borough Datum as per the plans referenced below.

This description is prepared in accordance with a plan titled "Architectural Survey situated in the Borough of Brooklyn, City of New York, State of New York, Block 2111 Lot 1, Field Date March 2005" prepared by True North Surveyors, Inc. and sketches provided by H. Thomas O'Hara Architects, PLLC.

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March 31, 2008  
5663001

**WRITTEN DESCRIPTION  
OFF-SITE LOADING EASEMENT, AREA "B"  
BLOCK 2111, LOT 40  
BOROUGH OF BROOKLYN  
KINGS COUNTY, NEW YORK**

---

Beginning at a point on the easterly line of Ashland Place, width varies, said point being North 02°00'12" East, a distant 232.28 feet from the intersection of said easterly line of Ashland Place and the northerly line of Hanson Place, 80 feet wide; running thence

- 1) Along said easterly line of Ashland Place, North 02°00'12" East, a distance of 12.00 feet to a point; thence
- 2) South 87°59'48" East, a distance of 33.00 feet to a point; thence
- 3) South 02°00'12" West, a distance of 12.00 feet to a point; thence
- 4) North 87°59'48" West, a distance of 33.00 feet to the Point of Beginning.

Encompassing an area of 396 square feet, more or less.

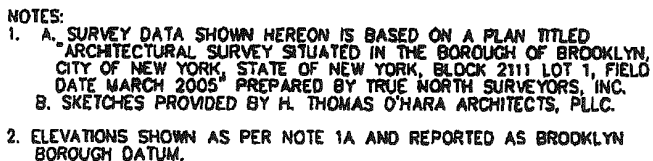
This easement is bound by existing ground to an upper limiting plane of elevation 57 in Brooklyn Borough Datum as per the plans referenced below.

This description is prepared in accordance with a plan titled "Architectural Survey situated in the Borough of Brooklyn, City of New York, State of New York, Block 2111 Lot 1, Field Date March 2005" prepared by True North Surveyors, Inc. and sketches provided by H. Thomas O'Hara Architects, PLLC.

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**EXHIBIT E-1**



March 31, 2008  
5663001

**WRITTEN DESCRIPTION  
EGRESS EASEMENT  
BLOCK 2111, LOT 40  
BOROUGH OF BROOKLYN  
KINGS COUNTY, NEW YORK**

Beginning at the intersection of the dividing line between Block 2111 Lot 1 and Block 2111 Lot 40 and the easterly line of Ashland Place, width varies; running thence

- 1) Along said easterly line of Ashland Place, North 02°00'12" East, a distance of 17.50 feet to a point; thence
- 2) South 88°00'12" East, a distance of 25.37 feet to a point; thence
- 3) South 01°59'48" West, a distance of 3.97 feet to a point; thence
- 4) South 88°00'12" East, a distance of 15.08 feet to a point; thence
- 5) North 01°59'48" East, a distance of 0.76 feet to a point; thence
- 6) South 88°00'12" East, a distance of 10.67 feet to a point; thence
- 7) South 01°59'48" West, a distance of 1.68 feet to a point; thence
- 8) South 88°00'12" East, a distance of 5.38 feet to a point; thence
- 9) South 01°59'48" West, a distance of 6.69 feet to a point; thence
- 10) North 89°36'32" East, a distance of 8.28 feet to a point; thence
- 11) North 00°23'28" West, a distance of 4.00 feet to a point; thence
- 12) North 89°36'32" East, a distance of 13.84 feet to a point; thence
- 13) South 00°23'28" East, a distance of 4.00 feet to a point; thence
- 14) North 89°36'32" East, a distance of 18.85 feet to a point; thence
- 15) South 00°23'28" East, a distance of 14.17 feet to a point; thence
- 16) South 89°36'32" West, a distance of 4.00 feet to a point on said dividing line between Block 2111 Lot 1 and Block 2111 Lot 40; thence
- 17) Along said dividing line between Block 2111 Lot 1 and Block 2111 Lot 40, North 00°23'28" West, a distance of 10.50 feet to a point; thence
- 18) Still along said dividing line between Block 2111 Lot 1 and Block 2111 Lot 40, South 89°36'32" West, a distance of 93.67 feet to the Point of Beginning.

Encompassing an area of 1,050 square feet, more or less.

This description is prepared in accordance with a plan titled "Architectural Survey situated in the Borough of Brooklyn, City of New York, State of New York, Block 2111 Lot 1, Field Date March 2005" prepared by True North Surveyors, Inc. and sketches provided by H. Thomas O'Hara Architects, PLLC.

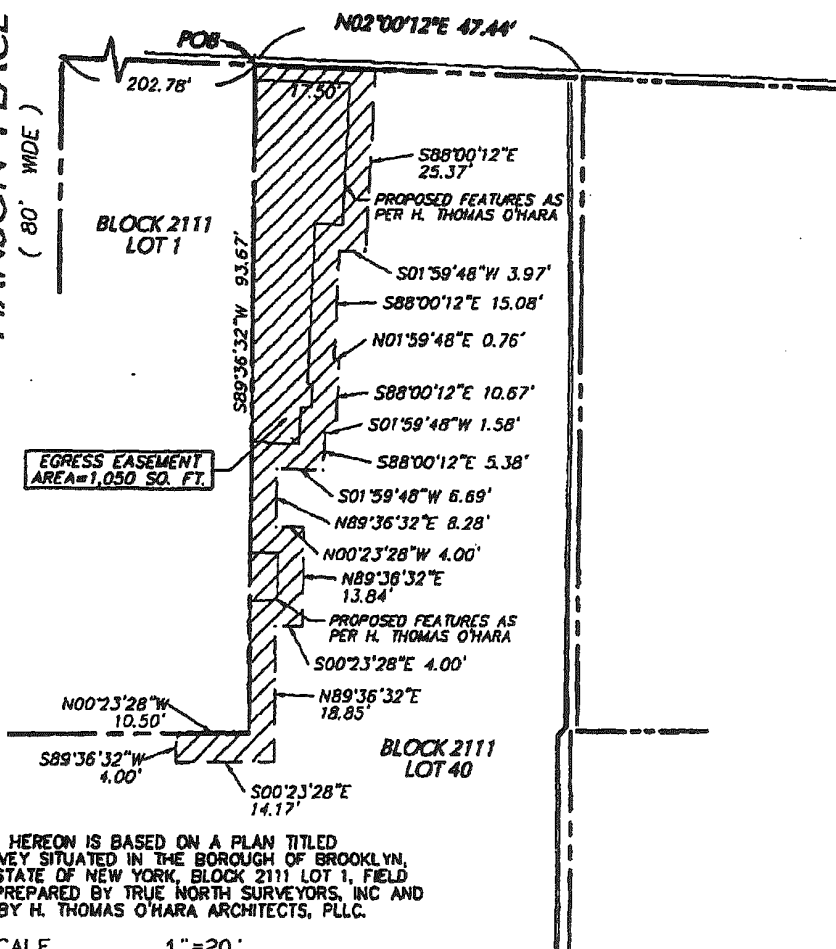
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**ASHLAND PLACE**  
( WIDTH VARIES )

**HANSON PLACE**  
( 80' WIDE )



NOTE:  
SURVEY DATA SHOWN HEREON IS BASED ON A PLAN TITLED  
"ARCHITECTURAL SURVEY SITUATED IN THE BOROUGH OF BROOKLYN,  
CITY OF NEW YORK, STATE OF NEW YORK, BLOCK 2111 LOT 1, FIELD  
DATE MARCH 2005" PREPARED BY TRUE NORTH SURVEYORS, INC AND  
SKETCHES PROVIDED BY H. THOMAS O'HARA ARCHITECTS, PLLC.

GRAPHIC SCALE 1"=20'



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NJ Certificate of Authorization No: 240A2798400

Project

**EGRESS EASEMENT**  
BLOCK 2111, LOT 40  
BOROUGH OF BROOKLYN  
KINGS COUNTY, NEW YORK

Project No.	Date	Scale	Drawn By
5663001	4/1/08	1"=20'	MS/PB

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**EXHIBIT E-2**

## EGRESS EASEMENT AGREEMENT

EASEMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, between  
hereinafter referred to as the "Grantor," having an office/residing at \_\_\_\_\_ and  
hereinafter referred to as the "Grantee," having an office/residing at \_\_\_\_\_.

WHEREAS, the Grantor is the fee owner of certain land located in the City and State of New York, Borough of \_\_\_\_\_, designated as Block \_\_\_\_\_ Lot \_\_\_\_\_ on the Tax Map of the City of New York, hereinafter referred to as Parcel A and more particularly described by a metes and bounds description set forth in Schedule A annexed hereto and by this reference made a part hereof;

WHEREAS, the Grantee is the fee owner of certain land located in the City and State of New York, Borough of \_\_\_\_\_, designated as Block \_\_\_\_\_ Lot \_\_\_\_\_ on the Tax Map of the City of New York, hereinafter referred to as Parcel B and more particularly described by a metes and bounds description set forth in Schedule B annexed hereto and by this reference made a part hereof;

WHEREAS, the property of the Grantee, Parcel B, is situated to the \_\_\_\_\_ of the property of the Grantor, Parcel A, and said parcels are contiguous to one another;

WHEREAS, the Grantee has requested the New York City Department of Buildings (the "Department of Buildings") to act upon Application No. \_\_\_\_\_ to construct a new building [alter the existing building] located on Parcel B;

WHEREAS, a second means of egress from Parcel B is required pursuant to Title 27 Chapter 1 Subchapter 6 of the Administrative Code of the City of New York; and

WHEREAS, the Grantor is willing to grant to the Grantee a means of egress, in the event of fire or other emergency, from the \_\_\_\_\_ [location of easement route (e.g., front, rear, etc.)] of the property of the Grantee over such portion of the Grantor's property to afford access to the public street (the "Easement Area"), more particularly described by a metes and bounds description and a diagrammatic sketch with a cross-hatched portion indicating the Easement Area on Schedule C annexed hereto and by this reference made a part here of.

NOW, THEREFORE, good and valuable consideration having been paid, Grantor for her/himself, her/his heirs, legal representatives, successors and assigns hereby makes the following grant:

1. Grantor hereby grants and conveys to Grantee, her/his heirs, legal representatives, successors and assigns and to any future owner of Parcel B, an easement over the Easement Area located on Parcel A, as may be necessary for the purpose of egress in the

event of a fire or other emergency occurring on the property of the Grantee. [The access to the property of the Grantor shall be provided by means of \_\_\_\_\_, installed by the Grantor, approved by the Department of Buildings, which shall be situated on the property of the Grantee.]

2. The Easement Area shall at all times be maintained and kept clear and unobstructed.
3. This easement agreement may not be modified, amended or terminated without the prior written consent of the Department of Buildings.
4. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
5. Failure to comply with the terms of this easement agreement may result in the revocation of a building permit or certificate of occupancy.
6. This easement agreement shall be recorded at the county city register's (county clerk's) office and the cross-reference number and title of the easement agreement shall be cited on each temporary and permanent certificate of occupancy hereafter issued to Parcels A and B.

IN WITNESS WHEREOF, Grantor and Grantee have made and executed the foregoing easement agreement as of the date hereinabove written.

\_\_\_\_\_  
Grantor

By:

\_\_\_\_\_  
Grantee

By:

Acknowledgment by individual:

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally came \_\_\_\_\_, to me personally known and known to me or proved to me on the basis of satisfactory evidence to be the same person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally came \_\_\_\_\_, to me personally known and known to me or proved to me on the basis of satisfactory evidence to be the same person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same.

\_\_\_\_\_  
Notary Public

Partnership/Corporate Acknowledgment:

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that she/he resides in \_\_\_\_\_; that she/he is the \_\_\_\_\_ (a member of the firm/president or other officer or director or attorney in fact duly appointed) of \_\_\_\_\_, a co-partnership/corporation described in and which executed the above instrument; and that she/he signed her/his name thereto as the act and deed of the firm/by authority of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that she/he resides in \_\_\_\_\_; that she/he is the \_\_\_\_\_ (a member of the firm/president or other officer or director or attorney in fact duly appointed) of \_\_\_\_\_, a co-partnership/corporation described in and which executed the above instrument; and that she/he signed her/his name thereto as the act and deed of the firm/by authority of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT F**



March 31, 2008  
5663001

**WRITTEN DESCRIPTION  
GAS VENT EASEMENT  
BLOCK 2111, LOT 40  
BOROUGH OF BROOKLYN  
KINGS COUNTY, NEW YORK**

Beginning at a point on the dividing line between Block 2111 Lot 1 and Block 2111 Lot 40, said point being North 89°36'32" East, a distance of 71.23 feet from the intersection of said dividing line between Block 2111 Lot 1 and Block 2111 Lot 40 and the easterly line of Ashland Place, width varies; running thence

- 1) Along said dividing line between Block 2111 Lot 1 and Block 2111 Lot 40 and extending there from, North 89°36'32" East, a distance of 29.67 feet to a non-tangent curve; thence
- 2) Along said curve to the left, having an arc distance of 15.71 feet, a radius of 10.00 feet and a central angle of 90°00'00" and being subtended by a chord which bears North 45°23'28" West 14.14 feet to a point of tangency; thence
- 3) Parallel with said dividing line between Block 2111 Lot 1 and Block 2111 Lot 40, South 89°36'32" West, a distance of 9.67 feet to a tangent curve; thence
- 4) Along said curve to the left, having an arc distance of 15.71 feet, a radius of 10.00 feet and a central angle of 90°00'00" and being subtended by a chord which bears South 44°36'32" West 14.14 feet to the Point of Beginning.

Encompassing an area of 254 square feet, more or less.

This easement extends from existing ground vertically to an upper limiting plane of elevation 59.32 Brooklyn Borough Datum as per the plans referenced below.

This description is prepared in accordance with a plan titled "Architectural Survey situated in the Borough of Brooklyn, City of New York, State of New York, Block 2111 Lot 1, Field Date March 2005" prepared by True North Surveyors, Inc. and sketches provided by H. Thomas O'Hara Architects, PLLC.

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ASHLAND PLACE  
( WIDTH VARIES )

HANSON PLACE  
( 80' WIDE )

BLOCK 2111  
LOT 1

N02°00'12"E 47.44'

BLOCK 2111  
LOT 40

202.78'  
N89°36'32"E 71.23'

GAS VENT EASEMENT  
AREA=254 SQ. FT.  
EXTENDS FROM EXISTING  
GROUND TO UPPER LIMITING  
PLANE OF 59.32 BROOKLYN  
BOROUGH DATUM AS  
PER NOTE 1

POB

R=10.00'  
A=15.71'  
D= 90°00'00"  
CB=544°38'32"W  
CL=14.14'

N89°36'32"E  
29.67'

S89°36'32"W  
9.67'

R=10.00'  
A=15.71'  
D= 90°00'00"  
CB=N45°23'28"W  
CL=14.14'

NOTE:

1.) SURVEY DATA SHOWN HEREON IS BASED ON A PLAN TITLED  
"ARCHITECTURAL SURVEY SITUATED IN THE BOROUGH OF BROOKLYN,  
CITY OF NEW YORK, STATE OF NEW YORK, BLOCK 2111 LOT 1, FIELD  
DATE MARCH 2005" PREPARED BY TRUE NORTH SURVEYORS, INC AND  
SKETCHES PROVIDED BY H. THOMAS O'HARA ARCHITECTS, PLLC.

GRAPHIC SCALE

1"=20'



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NJ Certificate of Authorization No: 24GAZ7886400

Project

**GAS VENT EASEMENT**

BLOCK 2111, LOT 40  
BOROUGH OF BROOKLYN  
KINGS COUNTY, NEW YORK

Project No.	Date	Scale	Drawn By
5663001	4/1/08	1"=20'	MS/PB



**EXHIBIT G**



March 31, 2008

5663001

**WRITTEN DESCRIPTION  
GENERATOR EASEMENT  
BLOCK 2111, LOT 40  
BOROUGH OF BROOKLYN  
KINGS COUNTY, NEW YORK**

Beginning at a point on the dividing line between Block 2111 Lot 1 and Block 2111 Lot 40, said point being North 89°36'32" East, a distance of 2.00 feet from the intersection of said dividing line between Block 2111 Lot 1 and Block 2111 Lot 40 and the easterly line of Ashland Place, width varies; running thence

- 1) North 02°00'12" East, a distance of 13.75 feet to a point; thence
- 2) South 87°59'48" East, a distance of 19.70 feet to a point; thence
- 3) South 02°00'12" West, a distance of 3.97 feet to a point; thence
- 4) South 87°59'48" East, a distance of 6.88 feet to a point; thence
- 5) South 02°00'12" West, a distance of 8.67 feet to said dividing line between Block 2111 Lot 1 and Block 2111 Lot 40; thence
- 6) Along said dividing line between Block 2111 Lot 1 and Block 2111 Lot 40, South 89°36'32" West, a distance of 26.60 feet to the Point of Beginning.

Encompassing an area of 323 square feet, more or less.

This easement extends vertically from ground (elevation  $\pm$  43.3 in Brooklyn Borough Datum) to infinity as per the plans referenced below.

This description is prepared in accordance with a plan titled "Architectural Survey situated in the Borough of Brooklyn, City of New York, State of New York, Block 2111 Lot 1, Field Date March 2006" prepared by True North Surveyors, Inc. and sketches provided by H. Thomas O'Hara Architects, PLLC.

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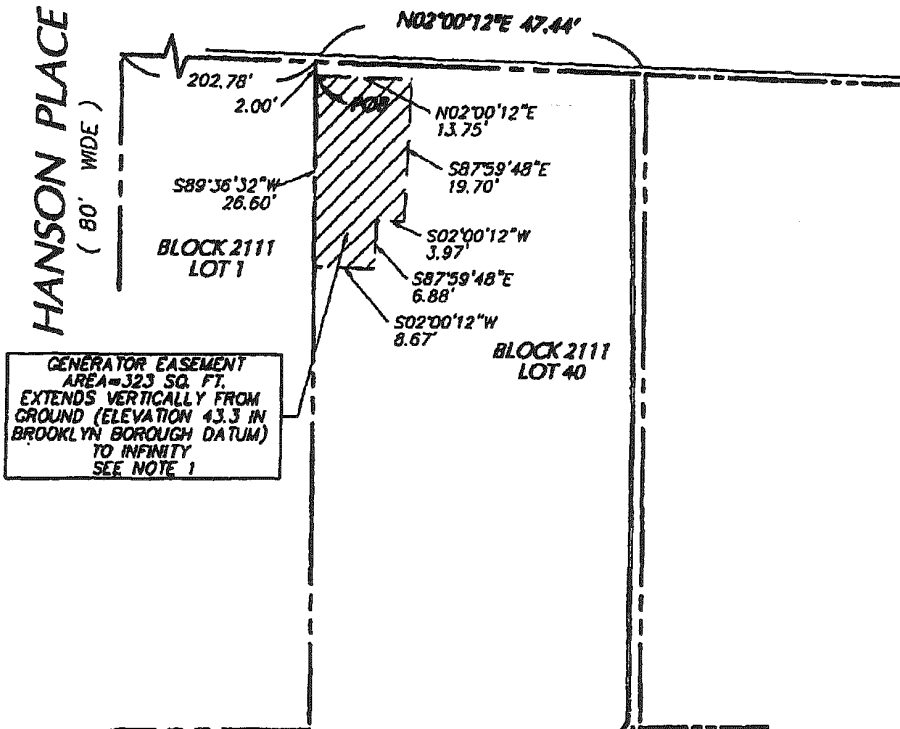
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ASHLAND PLACE  
( WIDTH VARIES )

HANSON PLACE  
( 80' WIDE )



NOTE:

1.) SURVEY DATA SHOWN HEREON IS BASED ON A PLAN TITLED  
"ARCHITECTURAL SURVEY SITUATED IN THE BOROUGH OF BROOKLYN,  
CITY OF NEW YORK, STATE OF NEW YORK, BLOCK 2111 LOT 1, FIELD  
DATE MARCH 2005" PREPARED BY TRUE NORTH SURVEYORS, INC AND  
SKETCHES PROVIDED BY H. THOMAS O'HARA ARCHITECTS, PLLC.

GRAPHIC SCALE

1"=20'



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NJ Certificate of Authorization No. 24GA27866400

Project

**GENERATOR EASEMENT**  
BLOCK 2111, LOT 40  
BOROUGH OF BROOKLYN  
KINGS COUNTY, NEW YORK

Project No. 5663001	Date 4/1/08	Scale 1"=20'	Drawn By: MS/PB
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**AFFIDAVIT OF COMPLIANCE  
WITH SMOKE DETECTOR REQUIREMENT  
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York       )  
                                  ) SS.:  
County of                )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

1 HANSON PLACE , RETL  
Street Address Unit/Apt.  
BROOKLYN New York, 2111 1001 (the "Premises");  
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

See attached signature page  
Name of Grantor (Type or Print)  
\_\_\_\_\_  
Signature of Grantor

Sworn to before me  
this \_\_\_\_\_ date of \_\_\_\_\_ 20\_\_\_\_  
See attached California form  
notarial jurat

Kevin Jones  
Name of Grantee (Type or Print)  
\_\_\_\_\_  
KP Jones  
Signature of Grantee

Sworn to before me  
this 10 date of Dec 20 13

GRACE C. HAMLER  
Notary Public, State of New York  
No. 4922231  
Qualified in New York County  
Commission Expires Feb. 28, 2014

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

**NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.**

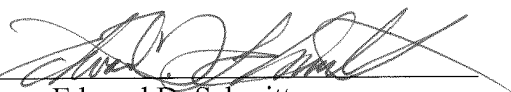
**SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES**

Signature page to that certain Affidavit of Compliance with Smoke Detector Requirement for One- and Two-Family Dwellings executed by CJUF II Hanson LLC, as "Grantor".

**CJUF II HANSON LLC,**  
a Delaware limited liability company

By: Canyon-Johnson Urban Fund II, L.P.,  
a Delaware limited partnership,  
its Member

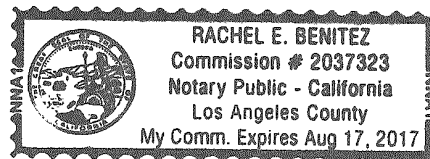
By: Canyon-Johnson Realty Advisors II LLC,  
a Delaware limited liability company,  
its General Partner

By:   
Name: Edward D. Schmitt  
Title: Authorized Signatory

STATE OF CALIFORNIA )  
 ) ss.:  
COUNTY OF LOS ANGELES )

Subscribed and sworn to (or affirmed) before me on this 7<sup>th</sup> day of November, 2013, by Edward D. Schmitt, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (Seal)



## Applicable properties compliant with the Smoke Detector requirement

Street Address	Unit/Apt	Borough	Block	Lot
130 ST FELIX STREET		BROOKLYN	2111	40
1 HANSON PLACE	COM	BROOKLYN	2111	1002
1 HANSON PLACE	STORG	BROOKLYN	2111	1003
1 HANSON PLACE	4A	BROOKLYN	2111	1004
1 HANSON PLACE	9A	BROOKLYN	2111	1005
1 HANSON PLACE	9B	BROOKLYN	2111	1006
1 HANSON PLACE	9C	BROOKLYN	2111	1007
1 HANSON PLACE	9D	BROOKLYN	2111	1008
1 HANSON PLACE	9E	BROOKLYN	2111	1009
1 HANSON PLACE	9F	BROOKLYN	2111	1010
1 HANSON PLACE	9G	BROOKLYN	2111	1011
1 HANSON PLACE	9H	BROOKLYN	2111	1012
1 HANSON PLACE	9J	BROOKLYN	2111	1013
1 HANSON PLACE	9K	BROOKLYN	2111	1014
1 HANSON PLACE	9L	BROOKLYN	2111	1015
1 HANSON PLACE	9M	BROOKLYN	2111	1016
1 HANSON PLACE	10A	BROOKLYN	2111	1017
1 HANSON PLACE	10B	BROOKLYN	2111	1018
1 HANSON PLACE	10C	BROOKLYN	2111	1019
1 HANSON PLACE	10D	BROOKLYN	2111	1020
1 HANSON PLACE	10E	BROOKLYN	2111	1021
1 HANSON PLACE	10F	BROOKLYN	2111	1022
1 HANSON PLACE	10G	BROOKLYN	2111	1023
1 HANSON PLACE	10H	BROOKLYN	2111	1024
1 HANSON PLACE	10J	BROOKLYN	2111	1025
1 HANSON PLACE	10K	BROOKLYN	2111	1026
1 HANSON PLACE	10L	BROOKLYN	2111	1027
1 HANSON PLACE	10M	BROOKLYN	2111	1028
1 HANSON PLACE	11A	BROOKLYN	2111	1029
1 HANSON PLACE	11B	BROOKLYN	2111	1030
1 HANSON PLACE	11C	BROOKLYN	2111	1031
1 HANSON PLACE	11D	BROOKLYN	2111	1032
1 HANSON PLACE	11E	BROOKLYN	2111	1033
1 HANSON PLACE	11F	BROOKLYN	2111	1034
1 HANSON PLACE	11G	BROOKLYN	2111	1035
1 HANSON PLACE	11H	BROOKLYN	2111	1036
1 HANSON PLACE	11J	BROOKLYN	2111	1037
1 HANSON PLACE	11K	BROOKLYN	2111	1038
1 HANSON PLACE	11L	BROOKLYN	2111	1039
1 HANSON PLACE	11M	BROOKLYN	2111	1040
1 HANSON PLACE	12A	BROOKLYN	2111	1041
1 HANSON PLACE	12B	BROOKLYN	2111	1042
1 HANSON PLACE	12C	BROOKLYN	2111	1043
1 HANSON PLACE	12D	BROOKLYN	2111	1044
1 HANSON PLACE	12E	BROOKLYN	2111	1045
1 HANSON PLACE	12F	BROOKLYN	2111	1046
1 HANSON PLACE	12G	BROOKLYN	2111	1047
1 HANSON PLACE	12H	BROOKLYN	2111	1048
1 HANSON PLACE	12J	BROOKLYN	2111	1049
1 HANSON PLACE	12K	BROOKLYN	2111	1050

## Applicable properties compliant with the Smoke Detector requirement

Street Address	Unit/Apt	Borough	Block	Lot
1 HANSON PLACE	12L	BROOKLYN	2111	1051
1 HANSON PLACE	12M	BROOKLYN	2111	1052
1 HANSON PLACE	13A	BROOKLYN	2111	1053
1 HANSON PLACE	13B	BROOKLYN	2111	1054
1 HANSON PLACE	13C	BROOKLYN	2111	1055
1 HANSON PLACE	13D	BROOKLYN	2111	1056
1 HANSON PLACE	13E	BROOKLYN	2111	1057
1 HANSON PLACE	13F	BROOKLYN	2111	1058
1 HANSON PLACE	13G	BROOKLYN	2111	1059
1 HANSON PLACE	13H	BROOKLYN	2111	1060
1 HANSON PLACE	13J	BROOKLYN	2111	1061
1 HANSON PLACE	13K	BROOKLYN	2111	1062
1 HANSON PLACE	13L	BROOKLYN	2111	1063
1 HANSON PLACE	13M	BROOKLYN	2111	1064
1 HANSON PLACE	14A	BROOKLYN	2111	1065
1 HANSON PLACE	14B	BROOKLYN	2111	1066
1 HANSON PLACE	14C	BROOKLYN	2111	1067
1 HANSON PLACE	14D	BROOKLYN	2111	1068
1 HANSON PLACE	14E	BROOKLYN	2111	1069
1 HANSON PLACE	14F	BROOKLYN	2111	1070
1 HANSON PLACE	14G	BROOKLYN	2111	1071
1 HANSON PLACE	14H	BROOKLYN	2111	1072
1 HANSON PLACE	14J	BROOKLYN	2111	1073
1 HANSON PLACE	14K	BROOKLYN	2111	1074
1 HANSON PLACE	14L	BROOKLYN	2111	1075
1 HANSON PLACE	14M	BROOKLYN	2111	1076
1 HANSON PLACE	15A	BROOKLYN	2111	1077
1 HANSON PLACE	15B	BROOKLYN	2111	1078
1 HANSON PLACE	15C	BROOKLYN	2111	1079
1 HANSON PLACE	15D	BROOKLYN	2111	1080
1 HANSON PLACE	15E	BROOKLYN	2111	1081
1 HANSON PLACE	15F	BROOKLYN	2111	1082
1 HANSON PLACE	15G	BROOKLYN	2111	1083
1 HANSON PLACE	15H	BROOKLYN	2111	1084
1 HANSON PLACE	15J	BROOKLYN	2111	1085
1 HANSON PLACE	15K	BROOKLYN	2111	1086
1 HANSON PLACE	15L	BROOKLYN	2111	1087
1 HANSON PLACE	15M	BROOKLYN	2111	1088
1 HANSON PLACE	16A	BROOKLYN	2111	1089
1 HANSON PLACE	16B	BROOKLYN	2111	1090
1 HANSON PLACE	16C	BROOKLYN	2111	1091
1 HANSON PLACE	16D	BROOKLYN	2111	1092
1 HANSON PLACE	16E	BROOKLYN	2111	1093
1 HANSON PLACE	16F	BROOKLYN	2111	1094
1 HANSON PLACE	16G	BROOKLYN	2111	1095
1 HANSON PLACE	16H	BROOKLYN	2111	1096
1 HANSON PLACE	16J	BROOKLYN	2111	1097
1 HANSON PLACE	16K	BROOKLYN	2111	1098
1 HANSON PLACE	16L	BROOKLYN	2111	1099
1 HANSON PLACE	16M	BROOKLYN	2111	1100



## Applicable properties compliant with the Smoke Detector requirement

Street Address	Unit/Apt	Borough	Block	Lot
1 HANSON PLACE	17A	BROOKLYN	2111	1101
1 HANSON PLACE	17B	BROOKLYN	2111	1102
1 HANSON PLACE	17C	BROOKLYN	2111	1103
1 HANSON PLACE	17D	BROOKLYN	2111	1104
1 HANSON PLACE	17E	BROOKLYN	2111	1105
1 HANSON PLACE	17F	BROOKLYN	2111	1106
1 HANSON PLACE	17G	BROOKLYN	2111	1107
1 HANSON PLACE	17H	BROOKLYN	2111	1108
1 HANSON PLACE	17J	BROOKLYN	2111	1109
1 HANSON PLACE	17K	BROOKLYN	2111	1110
1 HANSON PLACE	17L	BROOKLYN	2111	1111
1 HANSON PLACE	17M	BROOKLYN	2111	1112
1 HANSON PLACE	18A	BROOKLYN	2111	1113
1 HANSON PLACE	18B	BROOKLYN	2111	1114
1 HANSON PLACE	18C	BROOKLYN	2111	1115
1 HANSON PLACE	18D	BROOKLYN	2111	1116
1 HANSON PLACE	18E	BROOKLYN	2111	1117
1 HANSON PLACE	18F	BROOKLYN	2111	1118
1 HANSON PLACE	18G	BROOKLYN	2111	1119
1 HANSON PLACE	18H	BROOKLYN	2111	1120
1 HANSON PLACE	18J	BROOKLYN	2111	1121
1 HANSON PLACE	18K	BROOKLYN	2111	1122
1 HANSON PLACE	18L	BROOKLYN	2111	1123
1 HANSON PLACE	19A	BROOKLYN	2111	1124
1 HANSON PLACE	19B	BROOKLYN	2111	1125
1 HANSON PLACE	19C	BROOKLYN	2111	1126
1 HANSON PLACE	19D	BROOKLYN	2111	1127
1 HANSON PLACE	19E	BROOKLYN	2111	1128
1 HANSON PLACE	19F	BROOKLYN	2111	1129
1 HANSON PLACE	19G	BROOKLYN	2111	1130
1 HANSON PLACE	19H	BROOKLYN	2111	1131
1 HANSON PLACE	19J	BROOKLYN	2111	1132
1 HANSON PLACE	19K	BROOKLYN	2111	1133
1 HANSON PLACE	19L	BROOKLYN	2111	1134
1 HANSON PLACE	21A	BROOKLYN	2111	1135
1 HANSON PLACE	21B	BROOKLYN	2111	1136
1 HANSON PLACE	21C	BROOKLYN	2111	1137
1 HANSON PLACE	21D	BROOKLYN	2111	1138
1 HANSON PLACE	21E	BROOKLYN	2111	1139
1 HANSON PLACE	21F	BROOKLYN	2111	1140
1 HANSON PLACE	21G	BROOKLYN	2111	1141
1 HANSON PLACE	22A	BROOKLYN	2111	1142
1 HANSON PLACE	22B	BROOKLYN	2111	1143
1 HANSON PLACE	22C	BROOKLYN	2111	1144
1 HANSON PLACE	22D	BROOKLYN	2111	1145
1 HANSON PLACE	22E	BROOKLYN	2111	1146
1 HANSON PLACE	22F	BROOKLYN	2111	1147
1 HANSON PLACE	22G	BROOKLYN	2111	1148
1 HANSON PLACE	22H	BROOKLYN	2111	1149
1 HANSON PLACE	23A	BROOKLYN	2111	1150

## Applicable properties compliant with the Smoke Detector requirement

Street Address	Unit/Apt	Borough	Block	Lot
1 HANSON PLACE	23B	BROOKLYN	2111	1151
1 HANSON PLACE	23C	BROOKLYN	2111	1152
1 HANSON PLACE	23D	BROOKLYN	2111	1153
1 HANSON PLACE	23E	BROOKLYN	2111	1154
1 HANSON PLACE	23F	BROOKLYN	2111	1155
1 HANSON PLACE	23G	BROOKLYN	2111	1156
1 HANSON PLACE	24A	BROOKLYN	2111	1157
1 HANSON PLACE	24B	BROOKLYN	2111	1158
1 HANSON PLACE	24C	BROOKLYN	2111	1159
1 HANSON PLACE	24D	BROOKLYN	2111	1160
1 HANSON PLACE	24E	BROOKLYN	2111	1161
1 HANSON PLACE	24F	BROOKLYN	2111	1162
1 HANSON PLACE	24G	BROOKLYN	2111	1163
1 HANSON PLACE	25A	BROOKLYN	2111	1164
1 HANSON PLACE	25B	BROOKLYN	2111	1165
1 HANSON PLACE	25C	BROOKLYN	2111	1166
1 HANSON PLACE	25D	BROOKLYN	2111	1167
1 HANSON PLACE	25E	BROOKLYN	2111	1168
1 HANSON PLACE	25F	BROOKLYN	2111	1169
1 HANSON PLACE	25G	BROOKLYN	2111	1170
1 HANSON PLACE	26A	BROOKLYN	2111	1171
1 HANSON PLACE	27A	BROOKLYN	2111	1172
1 HANSON PLACE	28A	BROOKLYN	2111	1173
1 HANSON PLACE	29A	BROOKLYN	2111	1174
1 HANSON PLACE	30A	BROOKLYN	2111	1175
1 HANSON PLACE	31A	BROOKLYN	2111	1176
1 HANSON PLACE	32A	BROOKLYN	2111	1177
1 HANSON PLACE	32B	BROOKLYN	2111	1178
1 HANSON PLACE	32C	BROOKLYN	2111	1179
1 HANSON PLACE	PHA	BROOKLYN	2111	1180
1 HANSON PLACE	PHB	BROOKLYN	2111	1181
1 HANSON PLACE	27B	BROOKLYN	2111	1182
1 HANSON PLACE	28B	BROOKLYN	2111	1183
1 HANSON PLACE	ANTNA	BROOKLYN	2111	1184



## Applicable properties compliant with the Smoke Detector requirement

Street Address	Unit/Apt	Borough	Block	Lot
130 ST FELIX STREET		BROOKLYN	2111	40
1 HANSON PLACE	COM	BROOKLYN	2111	1002
1 HANSON PLACE	STORG	BROOKLYN	2111	1003
1 HANSON PLACE	4A	BROOKLYN	2111	1004
1 HANSON PLACE	9A	BROOKLYN	2111	1005
1 HANSON PLACE	9B	BROOKLYN	2111	1006
1 HANSON PLACE	9C	BROOKLYN	2111	1007
1 HANSON PLACE	9D	BROOKLYN	2111	1008
1 HANSON PLACE	9E	BROOKLYN	2111	1009
1 HANSON PLACE	9F	BROOKLYN	2111	1010
1 HANSON PLACE	9G	BROOKLYN	2111	1011
1 HANSON PLACE	9H	BROOKLYN	2111	1012
1 HANSON PLACE	9J	BROOKLYN	2111	1013
1 HANSON PLACE	9K	BROOKLYN	2111	1014
1 HANSON PLACE	9L	BROOKLYN	2111	1015
1 HANSON PLACE	9M	BROOKLYN	2111	1016
1 HANSON PLACE	10A	BROOKLYN	2111	1017
1 HANSON PLACE	10B	BROOKLYN	2111	1018
1 HANSON PLACE	10C	BROOKLYN	2111	1019
1 HANSON PLACE	10D	BROOKLYN	2111	1020
1 HANSON PLACE	10E	BROOKLYN	2111	1021
1 HANSON PLACE	10F	BROOKLYN	2111	1022
1 HANSON PLACE	10G	BROOKLYN	2111	1023
1 HANSON PLACE	10H	BROOKLYN	2111	1024
1 HANSON PLACE	10J	BROOKLYN	2111	1025
1 HANSON PLACE	10K	BROOKLYN	2111	1026
1 HANSON PLACE	10L	BROOKLYN	2111	1027
1 HANSON PLACE	10M	BROOKLYN	2111	1028
1 HANSON PLACE	11A	BROOKLYN	2111	1029
1 HANSON PLACE	11B	BROOKLYN	2111	1030
1 HANSON PLACE	11C	BROOKLYN	2111	1031
1 HANSON PLACE	11D	BROOKLYN	2111	1032
1 HANSON PLACE	11E	BROOKLYN	2111	1033
1 HANSON PLACE	11F	BROOKLYN	2111	1034
1 HANSON PLACE	11G	BROOKLYN	2111	1035
1 HANSON PLACE	11H	BROOKLYN	2111	1036
1 HANSON PLACE	11J	BROOKLYN	2111	1037
1 HANSON PLACE	11K	BROOKLYN	2111	1038
1 HANSON PLACE	11L	BROOKLYN	2111	1039
1 HANSON PLACE	11M	BROOKLYN	2111	1040
1 HANSON PLACE	12A	BROOKLYN	2111	1041
1 HANSON PLACE	12B	BROOKLYN	2111	1042
1 HANSON PLACE	12C	BROOKLYN	2111	1043
1 HANSON PLACE	12D	BROOKLYN	2111	1044
1 HANSON PLACE	12E	BROOKLYN	2111	1045
1 HANSON PLACE	12F	BROOKLYN	2111	1046
1 HANSON PLACE	12G	BROOKLYN	2111	1047
1 HANSON PLACE	12H	BROOKLYN	2111	1048
1 HANSON PLACE	12J	BROOKLYN	2111	1049
1 HANSON PLACE	12K	BROOKLYN	2111	1050

## Applicable properties compliant with the Smoke Detector requirement

Street Address	Unit/Apt	Borough	Block	Lot
1 HANSON PLACE	12L	BROOKLYN	2111	1051
1 HANSON PLACE	12M	BROOKLYN	2111	1052
1 HANSON PLACE	13A	BROOKLYN	2111	1053
1 HANSON PLACE	13B	BROOKLYN	2111	1054
1 HANSON PLACE	13C	BROOKLYN	2111	1055
1 HANSON PLACE	13D	BROOKLYN	2111	1056
1 HANSON PLACE	13E	BROOKLYN	2111	1057
1 HANSON PLACE	13F	BROOKLYN	2111	1058
1 HANSON PLACE	13G	BROOKLYN	2111	1059
1 HANSON PLACE	13H	BROOKLYN	2111	1060
1 HANSON PLACE	13J	BROOKLYN	2111	1061
1 HANSON PLACE	13K	BROOKLYN	2111	1062
1 HANSON PLACE	13L	BROOKLYN	2111	1063
1 HANSON PLACE	13M	BROOKLYN	2111	1064
1 HANSON PLACE	14A	BROOKLYN	2111	1065
1 HANSON PLACE	14B	BROOKLYN	2111	1066
1 HANSON PLACE	14C	BROOKLYN	2111	1067
1 HANSON PLACE	14D	BROOKLYN	2111	1068
1 HANSON PLACE	14E	BROOKLYN	2111	1069
1 HANSON PLACE	14F	BROOKLYN	2111	1070
1 HANSON PLACE	14G	BROOKLYN	2111	1071
1 HANSON PLACE	14H	BROOKLYN	2111	1072
1 HANSON PLACE	14J	BROOKLYN	2111	1073
1 HANSON PLACE	14K	BROOKLYN	2111	1074
1 HANSON PLACE	14L	BROOKLYN	2111	1075
1 HANSON PLACE	14M	BROOKLYN	2111	1076
1 HANSON PLACE	15A	BROOKLYN	2111	1077
1 HANSON PLACE	15B	BROOKLYN	2111	1078
1 HANSON PLACE	15C	BROOKLYN	2111	1079
1 HANSON PLACE	15D	BROOKLYN	2111	1080
1 HANSON PLACE	15E	BROOKLYN	2111	1081
1 HANSON PLACE	15F	BROOKLYN	2111	1082
1 HANSON PLACE	15G	BROOKLYN	2111	1083
1 HANSON PLACE	15H	BROOKLYN	2111	1084
1 HANSON PLACE	15J	BROOKLYN	2111	1085
1 HANSON PLACE	15K	BROOKLYN	2111	1086
1 HANSON PLACE	15L	BROOKLYN	2111	1087
1 HANSON PLACE	15M	BROOKLYN	2111	1088
1 HANSON PLACE	16A	BROOKLYN	2111	1089
1 HANSON PLACE	16B	BROOKLYN	2111	1090
1 HANSON PLACE	16C	BROOKLYN	2111	1091
1 HANSON PLACE	16D	BROOKLYN	2111	1092
1 HANSON PLACE	16E	BROOKLYN	2111	1093
1 HANSON PLACE	16F	BROOKLYN	2111	1094
1 HANSON PLACE	16G	BROOKLYN	2111	1095
1 HANSON PLACE	16H	BROOKLYN	2111	1096
1 HANSON PLACE	16J	BROOKLYN	2111	1097
1 HANSON PLACE	16K	BROOKLYN	2111	1098
1 HANSON PLACE	16L	BROOKLYN	2111	1099
1 HANSON PLACE	16M	BROOKLYN	2111	1100

## Applicable properties compliant with the Smoke Detector requirement

Street Address	Unit/Apt	Borough	Block	Lot
1 HANSON PLACE	17A	BROOKLYN	2111	1101
1 HANSON PLACE	17B	BROOKLYN	2111	1102
1 HANSON PLACE	17C	BROOKLYN	2111	1103
1 HANSON PLACE	17D	BROOKLYN	2111	1104
1 HANSON PLACE	17E	BROOKLYN	2111	1105
1 HANSON PLACE	17F	BROOKLYN	2111	1106
1 HANSON PLACE	17G	BROOKLYN	2111	1107
1 HANSON PLACE	17H	BROOKLYN	2111	1108
1 HANSON PLACE	17J	BROOKLYN	2111	1109
1 HANSON PLACE	17K	BROOKLYN	2111	1110
1 HANSON PLACE	17L	BROOKLYN	2111	1111
1 HANSON PLACE	17M	BROOKLYN	2111	1112
1 HANSON PLACE	18A	BROOKLYN	2111	1113
1 HANSON PLACE	18B	BROOKLYN	2111	1114
1 HANSON PLACE	18C	BROOKLYN	2111	1115
1 HANSON PLACE	18D	BROOKLYN	2111	1116
1 HANSON PLACE	18E	BROOKLYN	2111	1117
1 HANSON PLACE	18F	BROOKLYN	2111	1118
1 HANSON PLACE	18G	BROOKLYN	2111	1119
1 HANSON PLACE	18H	BROOKLYN	2111	1120
1 HANSON PLACE	18J	BROOKLYN	2111	1121
1 HANSON PLACE	18K	BROOKLYN	2111	1122
1 HANSON PLACE	18L	BROOKLYN	2111	1123
1 HANSON PLACE	19A	BROOKLYN	2111	1124
1 HANSON PLACE	19B	BROOKLYN	2111	1125
1 HANSON PLACE	19C	BROOKLYN	2111	1126
1 HANSON PLACE	19D	BROOKLYN	2111	1127
1 HANSON PLACE	19E	BROOKLYN	2111	1128
1 HANSON PLACE	19F	BROOKLYN	2111	1129
1 HANSON PLACE	19G	BROOKLYN	2111	1130
1 HANSON PLACE	19H	BROOKLYN	2111	1131
1 HANSON PLACE	19J	BROOKLYN	2111	1132
1 HANSON PLACE	19K	BROOKLYN	2111	1133
1 HANSON PLACE	19L	BROOKLYN	2111	1134
1 HANSON PLACE	21A	BROOKLYN	2111	1135
1 HANSON PLACE	21B	BROOKLYN	2111	1136
1 HANSON PLACE	21C	BROOKLYN	2111	1137
1 HANSON PLACE	21D	BROOKLYN	2111	1138
1 HANSON PLACE	21E	BROOKLYN	2111	1139
1 HANSON PLACE	21F	BROOKLYN	2111	1140
1 HANSON PLACE	21G	BROOKLYN	2111	1141
1 HANSON PLACE	22A	BROOKLYN	2111	1142
1 HANSON PLACE	22B	BROOKLYN	2111	1143
1 HANSON PLACE	22C	BROOKLYN	2111	1144
1 HANSON PLACE	22D	BROOKLYN	2111	1145
1 HANSON PLACE	22E	BROOKLYN	2111	1146
1 HANSON PLACE	22F	BROOKLYN	2111	1147
1 HANSON PLACE	22G	BROOKLYN	2111	1148
1 HANSON PLACE	22H	BROOKLYN	2111	1149
1 HANSON PLACE	23A	BROOKLYN	2111	1150

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## Applicable properties compliant with the Smoke Detector requirement

Street Address	Unit/Apt	Borough	Block	Lot
1 HANSON PLACE	23B	BROOKLYN	2111	1151
1 HANSON PLACE	23C	BROOKLYN	2111	1152
1 HANSON PLACE	23D	BROOKLYN	2111	1153
1 HANSON PLACE	23E	BROOKLYN	2111	1154
1 HANSON PLACE	23F	BROOKLYN	2111	1155
1 HANSON PLACE	23G	BROOKLYN	2111	1156
1 HANSON PLACE	24A	BROOKLYN	2111	1157
1 HANSON PLACE	24B	BROOKLYN	2111	1158
1 HANSON PLACE	24C	BROOKLYN	2111	1159
1 HANSON PLACE	24D	BROOKLYN	2111	1160
1 HANSON PLACE	24E	BROOKLYN	2111	1161
1 HANSON PLACE	24F	BROOKLYN	2111	1162
1 HANSON PLACE	24G	BROOKLYN	2111	1163
1 HANSON PLACE	25A	BROOKLYN	2111	1164
1 HANSON PLACE	25B	BROOKLYN	2111	1165
1 HANSON PLACE	25C	BROOKLYN	2111	1166
1 HANSON PLACE	25D	BROOKLYN	2111	1167
1 HANSON PLACE	25E	BROOKLYN	2111	1168
1 HANSON PLACE	25F	BROOKLYN	2111	1169
1 HANSON PLACE	25G	BROOKLYN	2111	1170
1 HANSON PLACE	26A	BROOKLYN	2111	1171
1 HANSON PLACE	27A	BROOKLYN	2111	1172
1 HANSON PLACE	28A	BROOKLYN	2111	1173
1 HANSON PLACE	29A	BROOKLYN	2111	1174
1 HANSON PLACE	30A	BROOKLYN	2111	1175
1 HANSON PLACE	31A	BROOKLYN	2111	1176
1 HANSON PLACE	32A	BROOKLYN	2111	1177
1 HANSON PLACE	32B	BROOKLYN	2111	1178
1 HANSON PLACE	32C	BROOKLYN	2111	1179
1 HANSON PLACE	PHA	BROOKLYN	2111	1180
1 HANSON PLACE	PHB	BROOKLYN	2111	1181
1 HANSON PLACE	27B	BROOKLYN	2111	1182
1 HANSON PLACE	28B	BROOKLYN	2111	1183
1 HANSON PLACE	ANTNA	BROOKLYN	2111	1184