

## **ATTACHMENT F**

### **SECTION VII: REQUESTOR ELIGIBILITY INFORMATION**

#### Volunteer Statement

The Requestors DoBoDe Holdings LLC and GowDev Holdings LLC are prospective owners of the site, and have no connection to activities that may have caused any discharge or release at or near the site. They have no liability associated with the presence of any hazardous waste or petroleum at the site. The Requestors are applying to the BCP in order to undertake thorough investigation and remediation of the site, pursuant to all applicable law, regulation and guidance.

The Requestors will have access to the site pursuant to the attached Access Agreement, which stipulates that the current owners commit to granting an environmental easement, if requested by a Requestor.

## ACCESS AGREEMENT

ACCESS AGREEMENT made as of this 28<sup>th</sup> day of January 2021, by and between Eponymous Gowanus LLC, Esbond Realty, LLC, and 3911 Lemmon Avenue Associates, LLC (“**Grantors**”), and DoBoDe Holdings LLC and GowDev Holdings LLC (“**Grantees**”).

WHEREAS, Grantors own the real property located at 210 Douglass Street Brooklyn, New York, together with the building and improvements thereon (“**Grantors’ Property**”); and

WHEREAS, Grantees may require access to Grantors’ Property to carry out investigatory, remedial and other related tasks required by the BCP (collectively, the “**Work**”); and

WHEREAS, Grantors desire to grant Grantees such access;

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

1. Grantors hereby grant reasonable access and a license upon, into, under or through Grantors’ Property for the purpose of the entry thereon by Grantees, their agents, employees, architects, engineers, contractors and consultants (collectively, the “**Grantee Related Parties**” and each a “**Grantee Related Party**”), vehicles, equipment and materials required by Grantees to satisfy tasks and obligations required by any Brownfield Cleanup Agreement entered into between Grantees and the New York State Department of Environmental Conservation.

2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantors, their agents, employees, workers, contractors and tenants will have full authority to come upon and have unfettered access to Grantors’ Property during the performance of the Work. The performance of the Work will not interfere unreasonably with the quiet enjoyment of Grantors’ building by the tenants thereof. Grantors agree that they will use commercially reasonable efforts to avoid unreasonable interference with Grantees’ exercise of their rights hereunder.

3. Grantees shall provide reasonable notice to Grantors, but in no event less than 2 hours, prior to Grantees’ need for access to Grantors’ Property to perform the Work, provided, however, that shorter notice may be required in the event of an emergency.

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

5. Upon completion of the activities requiring access to Grantors’ Property, Grantees and/or Grantee Related Parties shall promptly remove all materials and restore Grantors’ Property substantially to the condition it was in prior to such activities, subject to any required institutional controls.

6. Grantors hereby agree that upon a request by a Grantee to do so, Grantors shall grant to The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation a permanent environmental easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Grantors' Property.

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

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

**GRANTORS:**

**GRANTEES:**

Eponymous Gowanus LLC


DoBoDe Holdings LLC

By:   
John Usdan, Authorized Signatory

By:   
John Usdan, Authorized Signatory

Esbond Realty, LLC

GowDev Holdings LLC

By:   
John Usdan, Authorized Signatory

By:   
John Usdan, Authorized Signatory

3911 Lemmon Avenue Associates, LLC

By:   
John Usdan, Authorized Signatory