



Department of  
Environmental  
Conservation

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

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

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

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

<input type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached? Yes <input checked="" type="radio"/> No <input type="radio"/></p> <p>b. <input checked="" type="checkbox"/> Change in ownership <input type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? Yes <input checked="" type="radio"/> No <input type="radio"/> Submitted on: _____</p>
<input type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment: The purpose of this BCA Amendment is to modify the BCA to reflect a change in site ownership following the effective date of the real property conveyance on March 16, 2022. The new fee owner of the BCP Site is 1885 Atlantic Realty LLC, the current BCA Applicant. The title transfer was described in the BCP Application materials. A copy of the recorded deed to the BCP Site is appended to this application to amend.

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

BCP SITE NAME: 1885 Atlantic Avenue Redevelopment	BCP SITE CODE: C224347
NAME OF CURRENT APPLICANT(S): 1885 Atlantic Realty LLC	
INDEX NUMBER OF AGREEMENT: C224347-02-22	DATE OF ORIGINAL AGREEMENT: 02/16/2022

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

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

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

Owner listed below is: <input checked="" type="checkbox"/> Existing Applicant		<input type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: 1885 Atlantic Realty LLC		CONTACT: Jacob Kohn	
ADDRESS: 40 Oser Avenue, Suite 4			
CITY/TOWN: Hauppauge, NY		ZIP CODE: 11788	
PHONE: (917) 846-1115	EMAIL: kohnjacob@gmail.com		
OPERATOR: 1885 Atlantic Realty LLC		CONTACT: [Same as above]	
ADDRESS: [Same as above]			
CITY/TOWN: [Same as above]		ZIP CODE: [Same as above]	
PHONE: (917) 846-1115	EMAIL: [Same as above]		

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

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

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

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

**SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES**

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

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

ADDRESS:

CITY/TOWN

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

2. Requested change (check appropriate boxes below):

☐

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: \_\_\_\_\_

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE REMOVED: \_\_\_\_\_

☐

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

3. TOTAL REVISED SITE ACREAGE: \_\_\_\_\_

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

Y

☐

N

☐

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

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

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

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

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

BCP SITE NAME: 1885 Atlantic Avenue Redevelopment

BCP SITE CODE: C224347

NAME OF CURRENT APPLICANT(S): 1885 Atlantic Realty LLC

INDEX NUMBER OF AGREEMENT: C224347-02-22

DATE OF ORIGINAL AGREEMENT 02/16/2022

**Declaration of Amendment:**

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

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

**STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR**

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

(Individual)

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

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

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

(Entity)

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

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

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

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



**STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)**

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

(Individual)

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

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

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

(Entity)

I hereby affirm that I am Authorized Signatory (title) of 1885 Atlantic Realty LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My \_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/25/2023 Signature: Print Name: Jacob Kohn**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:


<input type="checkbox"/> <b>PARTICIPANT</b> A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 02/16/2022

Signature by the Department:

DATED: 08/30/2023NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

  
Janet E Brown, Assistant Director  
Division of Environmental Remediation

# SIVE | PAGET | RIESEL

**DANIEL GOLDBERG-GRADESS**

DIRECT DIAL: 646.378.7266

DGOLDBERG-GRADESS@SPRLAW.COM

May 23, 2023

**VIA EMAIL**

Kelly Lewandowski  
Chief, Site Control Section  
New York State Dep't Env Conservation  
Division of Environmental Remediation  
625 Broadway  
Albany, NY 12233-7020

Re: BCP Site No. C224347 (the "Site")  
1885 Atlantic Avenue Redevelopment  
Notice of Transfer of Title

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Dear Ms. Lewandowski,

As noted in the Brownfield Cleanup Program Application, at the time of submittal of the Application, the Applicant 1885 Atlantic Realty LLC was in contract to purchase the Site. The Site purchase closed and title was transferred on March 16, 2022 by the enclosed deed to 1885 Atlantic Realty LLC.

Best regards,



Daniel Goldberg-Gradeess

Encl.

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

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

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

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

**I. Site Name:** 1885 Atlantic Avenue Redevelopment **DEC Site ID No.** C224347

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

Name: Daniel Goldberg-Gradess  
Address1: 560 Lexington Ave., 15th floor  
Address2: New York, NY 10022  
Phone: (646) 378-7266 E-mail: dgoldberg-gradess@sprlaw.com

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

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

~~Proposed~~ Date of Change (mm/dd/yyyy): 3/16/2022


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

As described in the BCP application, at the time of application, the Applicant 1885 Atlantic Realty LLC was in contract to purchase the site. Title was transferred to the Applicant by deed on March 16, 2022.

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

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

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

Name:  5/23/2023  
(Signature) (Date)  
Daniel Goldberg-Gradess  
(Print Name)

Address1: Sive, Paget & Riesel, P.C.  
Address2: 560 Lexington Ave., 15th Floor, New York, NY 10022  
Phone: (646) 378-7266 E-mail: dgoldberg-gradess@sprlaw.com

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

☒ ~~Prospective~~ Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 1885 Atlantic Realty LLC  
Address1: 40 Oser Avenue, Suite 4  
Address2: Hauppauge, NY 11788  
Phone: 917.846.1115 E-mail: kohnjacob@gmail.com

Certifying Party Name: \_\_\_\_\_  
Address1: \_\_\_\_\_  
Address2: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

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

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

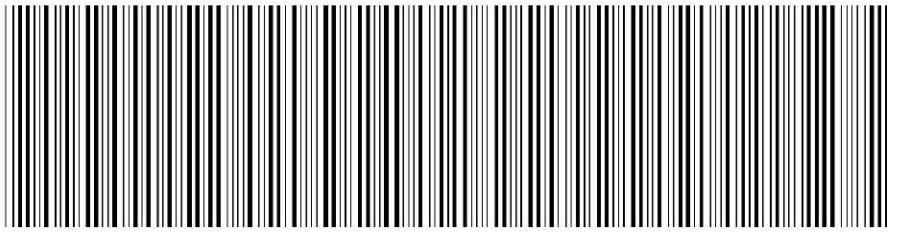
Name:  5/23/2023  
(Signature) (Date)

Daniel Goldberg-Gradess  
(Print Name)

Address1: Sive, Paget & Riesel, P.C.  
Address2: 560 Lexington Ave., 15th floor, New York, NY 10022  
Phone: (646) 378-7266 E-mail: dgoldberg-gradess@sprlaw.com

**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.



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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 8**

**Document ID: 2022032500626001**

Document Date: 03-16-2022

Preparation Date: 03-25-2022

Document Type: DEED

Document Page Count: 7

**PRESENTER:**

BETTER RECORDINGS, LLC  
1 PARAGON DRIVE - RANY-45478D  
SUITE 150B  
MONTVALE, NJ 07645  
REC@BETTERTITLERESEARCH.COM

**RETURN TO:**

BETTER RECORDINGS, LLC  
1 PARAGON DRIVE - RANY-45478D  
SUITE 150B  
MONTVALE, NJ 07645  
REC@BETTERTITLERESEARCH.COM

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BROOKLYN	1714	30	Entire Lot	1885 ATLANTIC AVENUE
<b>Property Type:</b> COMMERCIAL REAL ESTATE				

**CROSS REFERENCE DATA**

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

**PARTIES**

**GRANTOR/SELLER:**

SPEEDWAY LLC  
500 SPEEDWAY DR  
ENON, OH 45323

**GRANTEE/BUYER:**

1885 ATLANTIC REALTY LLC  
315 W ROSLYN RD  
MINEOLA, NY 11501

**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: \$ 72.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 250.00

NYC Real Property Transfer Tax:

\$ 118,125.00

NYS Real Estate Transfer Tax:

\$ 29,250.00

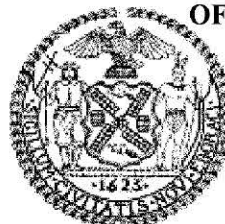
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 03-31-2022 09:22

City Register File No.(CRFN):

**2022000136883**



*Annette McMill*

**City Register Official Signature**

WHEN RECORDED MAIL TO:

Lazar Grunsfeld Elnadav LLP  
1795 Coney Island Avenue  
Brooklyn, NY 11230  
Attention: Ron Lazar, Esq.

Section, Block, Lot: Section 6, Block  
1714, Lot 30

**THIS INDENTURE**, made effective as of the Effective Date (defined below), between **SPEEDWAY LLC**, a Delaware limited liability company (successor-by-merger to Hess Retail Stores LLC), having an address c/o 500 Speedway Drive, Enon, OH 45323 ("**Grantor**"), **1885 ATLANTIC REALTY LLC**, a New York limited liability company, having an address at 315 W Roslyn Road, Mineola, NY 11501 ("**Grantee**").

**WITNESSETH:**

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

All that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings and State of New York, as described on Exhibit A attached hereto (the "**Real Property**"), subject to all easements, covenants, conditions, restrictions and encumbrances of record.

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

**TOGETHER** with the appurtenances and all the estate and rights of Grantor in and to said Real Property;

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**TO HAVE AND TO HOLD** the Real Property herein granted unto Grantee, its heirs and successors and assigns, forever.

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

2. By acceptance hereof, Grantee, its successor and assigns, agrees that:

a. prior to the issuance of a no further action/remediation letter or determination from the governmental agency with jurisdiction (the "Agency"), including the New York State Department of Environmental Conservation ("NYSDEC") regarding Grantee's performance of the Corrective Actions (defined below), Grantor, its successors and assigns reserve the right to enter upon the Real Property, at no cost to Grantor, at reasonable times to conduct any Corrective Action only as and when required by the Agency. As used herein, the term, "Corrective Action" shall mean any investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities approved, concurred in or required by the Agency through completion and receipt of a "no further remediation/action letter", or its functional equivalent from the Agency (such as confirmation that permanent closure of any UST system(s) at the Real Property has been achieved in accordance with the requirements of 6 NYCRR Section 613-2.6 and any necessary Corrective Action completed in accordance with 6 NYCRR Section 613-6). In performing any Corrective Action at the Real Property, Grantor will have the right to rely on and use any current, future or revised or amended state cleanup/remediation standards, guidelines or criteria or revised federal cleanup/remediation standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the Real Property, Grantor may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require deed recordation running with the land at the Real Property. Such deed recordation may contain certain restrictions based on site-specific exposure such as: prohibiting the use of groundwater at the Real Property; requiring that the use of the Real Property on the first floor of any building remain retail/commercial/industrial; requiring the Real Property, or a portion of the Real Property, to be paved or that existing pavement remain in place and be properly maintained; prohibiting the use of the Real Property for residential purposes on the first floor; or prohibiting the occupancy of the basement level. Grantee agrees to permit reasonable institutional controls regarding the Real Property in connection with Grantor's performance of any Corrective Action thereon. Grantee agrees to provide Grantor, at no

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cost to Grantor, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded on the Real Property as part of Grantor's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the Real Property for residential purposes above the first floor of the building or for retail/industrial/commercial purposes. Grantor reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the Real Property. Grantee agrees that, without prior written approval from Grantor, Grantee will not engage in any activity at the Real Property which would interfere with Grantor's performance of Corrective Action at the Real Property. Such approval shall not be unreasonably withheld by Grantor. In the event that Grantee interferes with Grantor's performance of Corrective Action in any way, Grantee shall pay Grantor upon demand for the costs incurred by Grantor as a result of any such interference, including, but not limited to, any and all costs to repair or replace any monitoring or recovery wells, monitoring points, piping, treatment equipment, mobile treatment units, and any other equipment, vehicles or improvements used or installed by Grantor to perform Grantor's Corrective Action that are altered, damaged or destroyed by Grantee's activities. Grantee also agrees to cooperate fully with Grantor and assist Grantor in obtaining any approvals, consents or permits required for Grantor's performance of any Corrective Action. Grantee agrees to cooperate fully with Grantor in the performance of Grantor's Corrective Action so as to minimize the time and expense to Grantor including, without limitation, the granting of access to on-site utilities (e.g., electricity, sewer and water) if required for such activities. Grantor and Grantee agree to prorate the cost of any such utilities based on Grantor's actual use thereof;

b. unless or until the Real Property has been remediated to residential use standards in accordance with Environmental Law, the use of the ground floor (and any subsurface floors) of the Real Property shall be restricted solely to the following permitted uses: (i) retail, commercial or any other use other than residential provided that no Community Facility Uses shall be permitted; (ii) lobby and area for access to the residential portion of the Real Property and (iii) amenities (including HVAC equipment and storage) for the Real Property and for use by residential occupants of the Real Property (but not for residential occupancy); and (iv) parking; provided, however, that any residential use at the Real Property shall be further conditioned on the installation and maintenance of a vapor barrier and vapor mitigation system at the Real Property. For the purpose of this paragraph the term "Community Facility Uses" shall mean any schools, childcare facilities, daycare, nursery school or kindergarten facilities, colleges or universities, dormitories, fraternity or sorority student housing, monasteries, convents, house of worship, rectories, sanitariums, adult care facilities and nursing homes;

c. unless or until the Real Property has been remediated to unrestricted use standards in accordance with Environmental Law, the installation and/or existence of potable wells on the Real Property is prohibited. This restriction, however, does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices, used for or related to the performance of any Corrective Action;

d. to adhere to, and comply with, the terms of any closure or no further action/remediation letter or determination from the Agency regarding Grantor's performance of Corrective Action; and

e. agrees to defend (with counsel reasonably acceptable to the Released Parties), indemnify and hold the Released Parties (as defined above) harmless from and against any and all liabilities, claims, losses, suits, actions, judgments, damages, costs (including reasonable attorneys' fees) or penalties that result from, arising out of or relate in any way to any violation of the reservations, restrictions and/or conditions contained in this deed.

3. Grantee, its successors and assigns, shall not have any claim against Grantor, or Grantor's parent companies, affiliates, predecessors, successors, assigns, subsidiary companies or their respective past, present and future officers, employees, agents and/or representatives (collectively, the "Released Parties"), based upon, related to or arising out of the presence of any contamination in, on, under, at or adjacent to the Real Property or migrating to or from the Real Property. The Released Parties are hereby forever released from any and all such claims including, but not limited to, any and all claims and common law and statutory causes of action under the Environmental Laws. Grantee shall defend (with counsel reasonably acceptable to Grantor), indemnify and hold harmless and does hereby waive, release and discharge the Released Parties from any and all liabilities, costs, losses, claims, demands, losses, suits, actions (at law, common law or in equity), judgments, damages, costs (including reasonable attorneys' fees), fines, penalties or expenses incurred by or asserted against Released Parties, including but not limited to claims arising under the Environmental Laws, resulting from the occurrence, existence or presence of any Contamination. Further, notwithstanding anything to the contrary herein, Grantee covenants and agrees that in no event shall it commence any action or make any claim against Released Parties, their respective parent corporation, subsidiaries, affiliates and assigns, or any former owner or operator of the Real Property which in any way relates to the environmental or other condition of the Real Property, including any claim for property damage or diminution of property value by reason of petroleum contamination at, on under or emanating from the Real Property, and Grantor hereby releases the Released Parties, their respective parent corporation, subsidiaries, affiliates and assigns, or any former owner or operator from all such claims. The term "Environmental Laws" shall mean any and all applicable laws, rules, orders, regulations, statutes, ordinances, codes, decrees, judicial decisions, permits, licensing or other legally enforceable requirement (including without limitation, common law) of any federal, state, local, municipal or other Agency, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, human health or safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act (32 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act (32 U.S.C. §§ 300f et seq.), and any regulation pursuant to any of the above laws, as may be amended from time to time. This release shall not apply to claims of breach of that certain Purchase and Sale Agreement (including Exhibit B thereto, as amended or modified) dated October 14, 2021 between Grantor, as seller, and Grantee, as buyer, that may arise in the future.

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Site No. 7833

4. In case any one or more of the reservations, restrictions or conditions (or portions thereof) contained in this deed shall, for any reason, be held to be invalid, illegal or legally unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of that provision or any other provision hereof (whether or not clearly divisible from such provision or portion thereof), and the above reservations, restrictions and conditions shall be construed and interpreted in the manner which is valid, legal and legally enforceable, and which is most nearly consistent with the intention of Grantor and Grantee as evidenced by the above reservations, restrictions and conditions.

5. Neither Grantee nor its successors, assigns or legal representatives, lessees, or sublessees, shall conduct or permit the conduct on the Real Property of, and the Real Property shall not be used for the sale of motor fuels, and for a period of ten (10) years from the date hereof, the Real Property shall not be used for a convenience store and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises. For purposes of this restriction, the term "convenience store" shall not include a bodega, delicatessen, grocery store or food store, provided the same are not owned, operated, leased, or branded by any regionally-known (i) oil company, including but not limited to Exxon Mobil, BP, Royal Dutch Shell, Chevron, Valero, and/or Conoco Phillips, or (ii) convenience store chain, including but not limited to WAWA and/or Circle K.

6. Grantor covenants that Grantor has not done or suffered anything whereby the Real Property have been encumbered in any way whatever, except as aforesaid.

**SAID** Real Property now being known as and by the street address 1885 Atlantic Avenue, Brooklyn, NY 11233.

**BEING** the same Real Property conveyed to Grantor by deed from Hess Corporation, dated April 24, 2014 and recorded July 3, 2013 in the Office of the City Register of the City of New York at CRFN 2014000225174.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has duly executed this deed this 17<sup>th</sup> day of March, 2022 but is made effective as of MARCH 16 2022 ("Effective Date").

**GRANTOR:**

SPEEDWAY LLC, a Delaware limited liability company

By: Beth A. Hunter  
Name: Beth A. Hunter  
Title: Senior Vice President

**UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT**  
(Outside of New York State)

State, District of Columbia, Territory, Possession, or Foreign Country  
STATE OF OHIO, COUNTY OF CLARK )

ss.:

On the 17<sup>th</sup> day of March in the year 2022 before me, the undersigned, personally appeared Beth A. Hunter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity (ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the Eaton, Ohio. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

 Krista Steinke  
Printed Name  
and office of individual  
acknowledgment.)  
My Commission Expires: 12.21.26

Deed  
Site No. 7833

EXHIBIT A

**Property 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 westerly side of Ralph Avenue with the northerly side of Atlantic Avenue;

RUNNING THENCE westerly along the northerly side of Atlantic Avenue, 116 feet;

THENCE northerly parallel with Ralph Avenue, 98 feet 7 inches;

THENCE easterly parallel with Atlantic Avenue, 29 feet;

THENCE southerly parallel with Ralph Avenue, 7 feet;

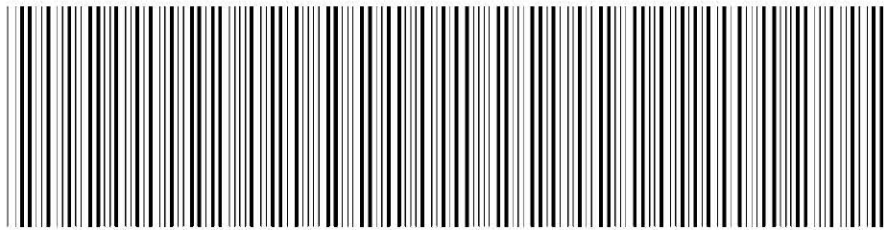
THENCE easterly parallel with Atlantic Avenue, 87 feet to the westerly side of Ralph Avenue;

THENCE southerly along the westerly side of Ralph Avenue, 91 feet 7 inches to the northerly side of Atlantic Avenue at the point or place of BEGINNING.

Note: Address, Block & Lot shown for informational purposes only.

Designated as Block 1714, Lot 30, Kings County and also known as 1885 Atlantic Avenue, Brooklyn, NY 11233.

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2022032500626001002S56F2

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2022032500626001**

Document Date: 03-16-2022

Preparation Date: 03-25-2022

Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2022031400235

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

5



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: 1714 LOT: 30
- (2) Property Address: 1885 ATLANTIC AVENUE, BROOKLYN, NY 11233
- (3) Owner's Name: 1885 ATLANTIC REALTY LLC
- Additional Name:

### Affirmation:



Your water & sewer bills will be sent to the property address shown above.

### 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:

Signature: [Signature] 03/16/2012 Date (mm/dd/yyyy)

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



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  1885  ATLANTIC AVENUE  BROOKLYN  11233  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  1885 ATLANTIC REALTY 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

4A. Planning Board Approval - N/A for NYC  
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size  FRONT FEET X  DEPTH OR  ACRES

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐  
 7. New Construction on Vacant Land ☐

8. Seller Name  SPEEDWAY 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  10 / 14 / 2021  
 Month Day Year

11. Date of Sale / Transfer  3 / 16 / 2022  
 Month Day Year

12. Full Sale Price \$  4  5  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, 5  16. Total Assessed Value (of all parcels in transfer)  2  5  3  8  0  0

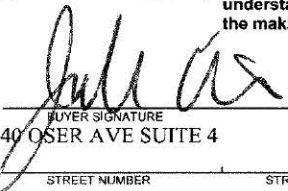
17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )

BROOKLYN 1714 30



**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.

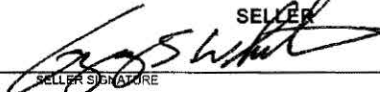
		<b>BUYER</b>		<b>BUYER'S ATTORNEY</b>	
BUYER SIGNATURE		DATE		LAST NAME	
40 OSER AVE SUITE 4		3/16/2022		FIRST NAME	
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE	
HAUPPAUGE				TELEPHONE NUMBER	
CITY OR TOWN		STATE		<b>SELLER</b>	
NY		11788		DATE	
ZIP CODE		SELLER SIGNATURE			

2022031400235201

**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 1795 CONEY ISLAND AVE SUITE 200		DATE	LAST NAME		FIRST NAME
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER	
BROOKLYN				SELLER	
CITY OR TOWN	STATE NY	ZIP CODE 11230	SELLER SIGNATURE 		DATE 3/16/22