



Department of  
Environmental  
Conservation

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

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

☐ Amendment to modify the existing BCA: [check one or more boxes below]

- ☐ Add applicant(s)
- ☐ Substitute applicant(s)
- ☐ Remove applicant(s)
- ☐ Change in Name of applicant(s)

☒ Amendment to reflect a transfer of title to all or part of the brownfield site

1a. A copy of the recorded deed must be provided. Is this attached? ☒ Yes ☐ No

1b. ☒ Change in ownership ☐ Additional owner (such as a beneficial owner)

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

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

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

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

☐ Other (explain in detail below)

#### 2. Required: Please provide a brief narrative on the nature of the 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 2864 Atlantic Realty LLC, the current BCA Applicant. The planned title transfer was described in the BCP Application materials. A copy of its recorded deed to the BCP Site is appended to this application to amend.

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

**\*Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves more than an insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.\***

Section I. Current Agreement Information			
BCP SITE NAME: 2864 Atlantic Avenue Redevelopment		BCP SITE NUMBER: C224349	
NAME OF CURRENT APPLICANT(S): 2864 Atlantic Realty LLC			
INDEX NUMBER OF AGREEMENT: C224349-03-22		DATE OF ORIGINAL AGREEMENT: 3/15/2022	
Section II. New Requestor Information (complete only if adding new requestor or name has changed)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No  • If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
3. Describe Requestor's Relationship to Existing Applicant:			

**Section III. Current Property Owner/Operator Information (only include if new owner/operator)**  
**Owner below is:** ☒ Existing Applicant ☐ New Applicant ☐ Non-Applciant

OWNER'S NAME (if different from requestor) 2864 Atlantic Realty LLC

ADDRESS 40 Oser Avenue, Suite 4

CITY/TOWN Hauppauge, NY

ZIP CODE 11788

PHONE 917.846.1115

FAX N/A

E-MAIL kohnjacob@gmail.com

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

1. Are any enforcement actions pending against the requestor regarding this site? ☐ Yes ☐ No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? ☐ Yes ☐ No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? ☐ Yes ☐ No  
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. ☐ Yes ☐ No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. ☐ Yes ☐ No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? ☐ Yes ☐ No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? ☐ Yes ☐ No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? ☐ Yes ☐ No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? ☐ Yes ☐ No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? ☐ Yes ☐ No
11. Are there any unregistered bulk storage tanks on-site which require registration? ☐ Yes ☐ No

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

☐ PARTICIPANT

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

☐ VOLUNTEER

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

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

**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.**

12. Requestor's Relationship to Property (check one):

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☐ Other \_\_\_\_\_

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: \_\_\_\_\_

Parcel Address

Section No. Block No. Lot No. Acreage


2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

Acreage  
Added by  
Parcel

Parcel Address

Section No. Block No. Lot No.


Total acreage to be added: \_\_\_\_\_

☐ Reduction of property

2b. PARCELS REMOVED:

Acreage  
Removed  
by Parcel

Parcel Address

Section No. Block No. Lot No.


Total acreage to be removed: \_\_\_\_\_

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

2c. NEW SBL INFORMATION:

Parcel Address

Section No. Block No. Lot No. Acreage


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

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

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<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 Tax Law 21(6)? Please see <a href="#">DEC's website</a> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>From ECL 27-1405(31):</b>  "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From 6 NYCRR 375- 3.2(a) as of August 12, 2016:  (a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.  (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.  (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.  (3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.	

## PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 2864 Atlantic Avenue Redevelopment	BCP SITE NUMBER: C224349
NAME OF CURRENT APPLICANT(S): 2864 Atlantic Realty LLC	
INDEX NUMBER OF AGREEMENT: C224349-03-22	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 3/15/2022	

### Declaration of Amendment:

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

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

### Statement of Certification and Signatures: New Requestor(s) (if applicable)

(Individual)

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

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 sign)**

(Individual)

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

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

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

(Entity)

I hereby affirm that I am Managing Member (title) of 2864 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: 04/21/22 Signature: 

Print Name: Jacob Kohn

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Please see the following page for submittal instructions.

**NOTE: Applications submitted in fillable format will be rejected.**

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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

**Effective Date of the Original Agreement: 3/15/2022**

**Signature by the Department:**

DATED: 6/8/2022

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By: 

Andrew Guglielmi, Director  
Division of Environmental Remediation

Site Code: C224349

**SUBMITTAL REQUIREMENTS:**

- **Two (2)** copies, one hard copy with original signatures and one electronic copy in final, non-fillable 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

- **NOTE: Applications submitted in fillable format will be rejected.**

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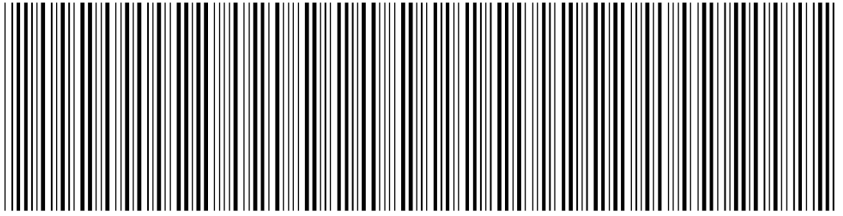
**FOR DEPARTMENT USE ONLY**

**BCP SITE T&A CODE:**\_\_\_\_\_ **LEAD OFFICE:**\_\_\_\_\_

**PROJECT MANAGER:**\_\_\_\_\_

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

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**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 8**

**Document ID: 2022032500604001**

Document Date: 03-16-2022

Preparation Date: 03-25-2022

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**PRESENTER:**

BETTER RECORDINGS, LLC  
1 PARAGON DRIVE - RANY-45487C  
SUITE 150B  
MONTVALE, NJ 07645  
REC@BETTERTITLERESEARCH.COM

**RETURN TO:**

BETTER RECORDINGS, LLC  
1 PARAGON DRIVE - RANY-45487C  
SUITE 150B  
MONTVALE, NJ 07645  
REC@BETTERTITLERESEARCH.COM

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
BROOKLYN	3965	11	Entire Lot	2864 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:**

2864 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
<b>TOTAL:</b>	<b>\$</b>	<b>0.00</b>
Recording Fee:	\$	72.00
Affidavit Fee:	\$	0.00

**Filing Fee:**

	\$	250.00
NYC Real Property Transfer Tax:	\$	196,875.00
NYS Real Estate Transfer Tax:	\$	48,750.00

**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):  
**2022000136882**

*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 13,  
Block 3965, Lot 11

**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**"), **2864 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;

Deed  
Site No. 7823



**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

Deed

Site No. 7823

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;

Deed  
Site No. 7823

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.

Deed  
Site No. 7823

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 2864-2880 Atlantic Avenue, Brooklyn, NY 11207.

**BEING** the same Real Property conveyed to Grantor by deed from Hess Corporation, dated April 24, 2014 and recorded July 3, 2014 in the Office of the City Register of the City of New York at CRFN 2014000224661.

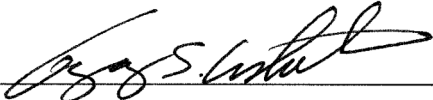
[SIGNATURE PAGE TO FOLLOW]

Deed  
Site No. 7823

IN WITNESS WHEREOF, Grantor has duly executed this deed this 15 day of March, 2022 but is made effective as of MARCH 16, 2022 ("Effective Date").

**GRANTOR:**

SPEEDWAY LLC, a Delaware limited liability company

By:   
Name: Gregory S. Whitman  
Title: 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 15 day of March in the year 2022 before me, the undersigned, personally appeared Gregory S. Whitman, 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 Exton, OH. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Nicole Thompson  
Typed or Printed Name  
Nicole Thompson  
(Signature and office of individual taking acknowledgment.)  
My Commission Expires: Dec. 19, 2026



Nicole Thompson  
Notary Public, State of Ohio  
My Commission Expires:  
December 19, 2026

Deed  
Site No. 7823

**RIVERSIDE ABSTRACT, LLC**  
As Agent for  
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**LEGAL DESCRIPTION**

Title No.: **RANY-45487C**

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 intersection of southerly line of Atlantic Avenue (120-feet wide right of way) with the easterly line of Barbey Street (50-feet wide right of way);

THENCE easterly, along said southerly line of Atlantic Avenue, a distance of 200.93 feet to the westerly line of Jerome Street (A.K.A. John Street, A 50-feet wide right of way);

THENCE southerly, along said westerly line of Jerome Street, forming an angle of 84 degrees 28 minutes 36 seconds with the previous course, a distance of 99.66 feet (survey) 99.92 feet (99 feet-11 inches) (deed), to a point on the division line between Lot 11, Block 3965, Borough of Brooklyn, Kings County, City and State of New York (land now or formerly of Hess Retail Stores LLC, N/K/A Speedway LLC) and Lot 20, Block 3965 (land now or formerly of Antonia Cardona);

THENCE westerly, at right angle to the previous course, along the division line between said lot 11, on the northerly side, and Lot 20, Block 3965 and Lot 10 Block 3965 (land now or formally of Jenny Adamez-Cruz), on the southerly side, said division line being also parallel with Liberty Avenue (a 60-feet wide right of way), a distance of 200.00 feet to the easterly line of Barbey Street;

THENCE northerly, along said easterly line, at right angle to the previous course, a distance of 80.33 feet (survey) 80.67 feet (80 feet-8 inches), more or less (deed) to the point and place of BEGINNING.

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

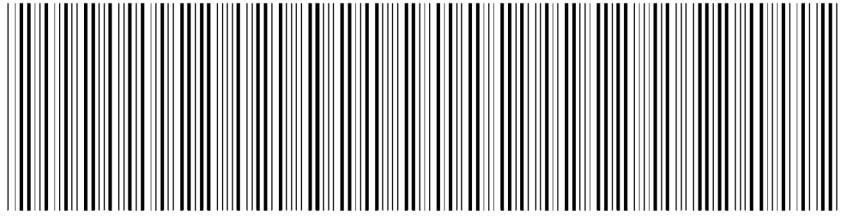
Designated as Block 3965, Lot 11, (Formed from Old Lot 11, Old Lot 13 and Old Lot 17), Kings County and also known as 2864-2880 Atlantic Avenue, Brooklyn, NY 11207.

Riverside Abstract, LLC  
3839 Flatlands Avenue, Suite 208  
Brooklyn, NY 11234  
TEL: (718) 252-4200 FAX: (718) 252-4226

Schedule A Description

RANY-45487C

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2022032500604001003S7F6B

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2022032500604001**

Document Date: 03-16-2022

Preparation Date: 03-25-2022

Document Type: DEED

**ASSOCIATED TAX FORM ID:** 2022031400240

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

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: 3965 LOT: 11
- (2) Property Address: 2864 ATLANTIC AVENUE, BROOKLYN, NY 11207
- (3) Owner's Name: 2864 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:

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  2864 ATLANTIC AVENUE BROOKLYN 11207  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  2864 ATLANTIC REALTY LLC  
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address        
 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

8. Seller Name  SPEEDWAY LLC  
 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

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

Check the boxes below as they apply:

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

## 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 \$  7 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

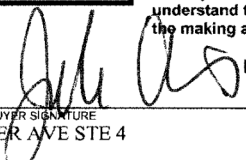
## ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class  G, 4 16. Total Assessed Value (of all parcels in transfer)  5 0 7 1 5 0

17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )  
 BROOKLYN 3965 11

**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.

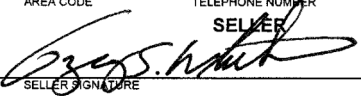
		<b>BUYER</b>		<b>BUYER'S ATTORNEY</b>	
BUYER SIGNATURE		DATE		LAST NAME	
40 OSER AVE STE 4		5/16/2022		FIRST NAME	
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE	
HAUPPAUGE				TELEPHONE NUMBER	
CITY OR TOWN		STATE		<b>SELLER</b>	
NY		11788-3807		DATE	
ZIP CODE		SELLER SIGNATURE			

2022031400240201

**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 BROOKLYN		STREET NAME (AFTER SALE)		AREA CODE		TELEPHONE NUMBER	
CITY OR TOWN		STATE NY		ZIP CODE 11230		SELLER SIGNATURE 	
						DATE 3/18/20	

2022031400240201