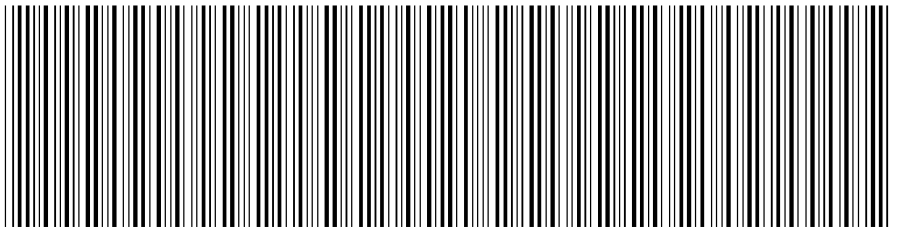


NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER

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2025100800145001001E2889

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 15

Document ID: 2025100800145001

Document Date: 09-29-2025

Preparation Date: 10-08-2025

Document Type: EASEMENT

Document Page Count: 13

PRESENTER:

SIVE PAGET & RIESEL, P.C.  
560 LEXINGTON AVENUE, 15TH FLOOR  
NEW YORK, NY 10022  
212-421-2150  
NDUNCAN@SPRLAW.COM

RETURN TO:

SIVE PAGET & RIESEL, P.C.  
560 LEXINGTON AVENUE, 15TH FLOOR  
NEW YORK, NY 10022  
212-421-2150  
NDUNCAN@SPRLAW.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	7061	14	Partial Lot	2914 WEST 17 STREET

Property Type: COMMERCIAL REAL ESTATE Easement

Borough	Block	Lot	Unit	Address
BROOKLYN	7061	16	Entire Lot	2925 WEST 19 STREET

Property Type: COMMERCIAL REAL ESTATE Easement

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

CONEY ISLAND PHASE III HOUSING DEVELOPMENT  
FUND CO  
247 WEST 37TH STREET, 4TH FLOOR  
NEW YORK, NY 10018

GRANTEE/BUYER:

PEOPLE OF NEW YORK BY DEPT. ENVIRONMENTAL  
CONSERVA  
625 BROADWAY  
ALBANY, NY 12233

☒ Additional Parties Listed on Continuation Page

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: \$ 114.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

CITY OF NEW YORK

Recorded/Filed 10-08-2025 12:05

City Register File No.(CRFN):

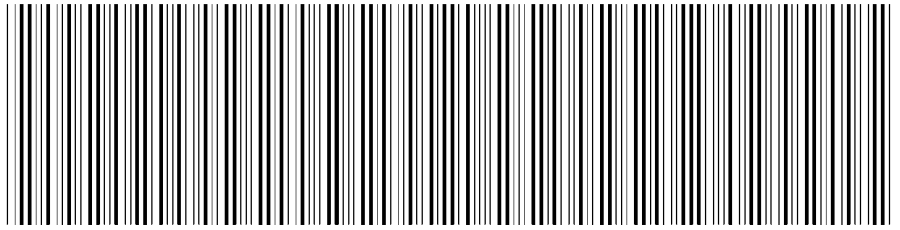
2025000274830



*Collette N. Chiu-Jacques*

City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2025100800145001001C2A09

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

**PAGE 2 OF 15**

**Document ID: 2025100800145001**

Document Date: 09-29-2025

Preparation Date: 10-08-2025

Document Type: EASEMENT

**PROPERTY DATA**

<b>Borough</b>	<b>Block Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	7061 20 Entire Lot	4	2928 WEST 17 STREET
<b>Property Type:</b> COMMERCIAL REAL ESTATE Easement			
<b>Borough</b>	<b>Block Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	7061 21 Entire Lot		2930 WEST 17 STREET
<b>Property Type:</b> COMMERCIAL REAL ESTATE Easement			
<b>Borough</b>	<b>Block Lot</b>	<b>Unit</b>	<b>Address</b>
BROOKLYN	7061 27 Entire Lot		1709 SURF AVENUE
<b>Property Type:</b> COMMERCIAL REAL ESTATE Easement			

**PARTIES**

**GRANTOR/SELLER:**

CONEY ISLAND ASSOCIATES PHASE 3 LLC  
150 MYRTLE AVENUE, SUITE 2  
BROOKLYN, NY 11201

**GRANTOR/SELLER:**

CONEY ISLAND ASSOCIATES 3 MODERATE LLC  
150 MYRTLE AVENUE, SUITE 2  
BROOKLYN, NY 11201

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

**THIS INDENTURE** made this 29<sup>th</sup> day of September, 20  , between Owner(s), Coney Island Phase III Housing Development Fund Corporation, having an office at 247 West 37th Street, 4th Fl, New York, NY (Grantor Fee Owner), Coney Island Associates Phase 3 LLC, having an office at 150 Myrtle Avenue, Suite 2, Brooklyn, NY (Grantor Leaseholder), and Coney Island Associates 3 Moderate LLC with an address of 150 Myrtle Avenue, Suite 2, Brooklyn, NY (Grantor Beneficial Owner; and together with Grantor Fee Owner, and Grantor Leaseholder collectively, the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor Fee Owner, is the owner of real property located in the City of New York, County of Brooklyn and State of New York, known and designated on the tax map of the County Clerk of Brooklyn as:

Address	Block and Lot	CRFN
2914 West 17 St.	Block 7061 Lot 14	2025000064234
2925 West 19 St.	Block 7061 Lot 16	2025000183234
2928 West 17 St.	Block 7061 Lot 20	2025000064234
2930 West 17 St.	Block 7061 Lot 21	2025000183234
1709 Surf Ave.	Block 7061 Lot 27	2025000064234

The property subject to this Environmental Easement (the "Controlled Property")

comprises approximately 1.511 +/- acres and is hereinafter more fully described in the Land Title Survey dated May 20, 2025, prepared by Saeid Jalilvand, License No. 050236, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A;

**WHEREAS**, Grantor Beneficial Owner, are the owner of the beneficial interest in the Controlled Property being the same as that beneficial interest conveyed to Grantor Beneficial Owners by means of an Amended and Restated Declaration of Interest and Nominee Agreement between Grantor Fee Owner and Grantor Beneficial Owner dated as of June 26, 2025 and recorded in City Register of the City of New York on May 26, 2021 as CRFN # 2025000183235;

**WHEREAS**, Grantor Leaseholder, is the holder of a lease interest in the Controlled Property, as memorialized in a Memorandum of Master Lease dated as of June 26, 2025 and recorded in the City Register of the City of New York on March 26, 2025 as CRFN # 2025000183238; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement IndexNumber: C224398-05-24, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC

625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized

system identification number.

Parties shall address correspondence to:      Site Number: C224398  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

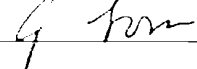
11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

**Remainder of Page Intentionally Left Blank**



**IN WITNESS WHEREOF**, Grantor Fee Owner has caused this instrument to be signed in its name.

Coney Island Phase III Housing Development Fund Corporation:

By: 

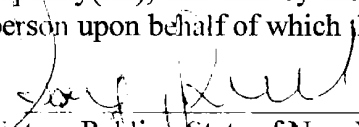
Print Name: Jacqueline Tom

Title: Authorized Signatory Date: 09-11-2025

**Grantor Fee Owner's Acknowledgment**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NEW YORK    )

On the 11th day of September, in the year 20 25, before me, the undersigned, personally appeared Jacqueline Tom, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and 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.

  
Notary Public, State of New York

**SONJA L. PINEDA**  
**Notary Public, State of New York**  
**No. 01PI6172910**  
**Qualified in New York County**  
**Commission Expires August 20, 2027**

IN WITNESS WHEREOF, Grantor Leaseholder has caused this instrument to be signed in its name.

Coney Island Associates Phase 3 LLC:

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

Print Name:

DONALD LAPOCCIA

Title:

Authorized Signatory Date: 9/15/25

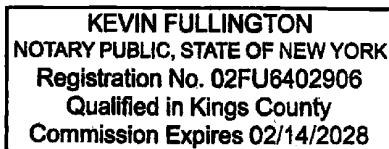
**Grantor Leaseholder's Acknowledgment**

STATE OF NEW YORK )

COUNTY OF KINGS ) ss:

On the 15<sup>th</sup> day of September, in the year 2025, before me, the undersigned, personally appeared DONALD LAPOCCIA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and 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.

\_\_\_\_\_  
Notary Public - State of New York



**IN WITNESS WHEREOF**, Grantor Beneficial Owner has caused this instrument to be signed in its name.

Coney Island Associates 3 Moderate LLC:

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

Print Name: DONALD CAPOCCIA

Title: Authorized Signatory Date: 1/15/25

**Grantor Beneficial Owner's Acknowledgment**

STATE OF NEW YORK )

COUNTY OF KINGS ) ss:

On the 15<sup>th</sup> day of September, in the year 2025, before me, the undersigned, personally appeared DONALD CAPOCCIA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and 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.

Notary Public - State of New York

KEVIN FULLINGTON  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02FU6402906  
Qualified in Kings County  
Commission Expires 02/14/2028

**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:

Janet Brown  
Janet Brown, Assistant Division Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

STATE OF NEW YORK     )  
                                      ) ss:  
COUNTY OF ALBANY     )

On the 29th day of September in the year 2025, before me, the undersigned, personally appeared Janet Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New York  
Notary Public State of New York

Registration No. 01SA0002177  
Qualified in Albany County  
My Commission Expires March 3, 2027

**SCHEDULE "A" PROPERTY DESCRIPTION**

***Environmental Easement Legal Description***

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

BEGINNING at the corner formed by the intersection of the easterly side of West 19th Street (60 feet wide) with the northerly side of Surf Avenue (120 feet wide);

RUNNING THENCE northerly along the easterly side of West 19th Street, 282.65 feet to a point;

RUNNING THENCE easterly parallel with the southerly side of Mermaid Avenue (80 feet wide), 237.62 feet to the westerly side of West 17th Street (60 feet wide);

RUNNING THENCE southerly along the westerly side of West 17th Street, 275.00 feet to the northerly side of Surf Avenue;

RUNNING THENCE westerly along the northerly side of Surf Avenue, 60.29 feet to a point of curvature;

RUNNING THENCE westerly continuing along the northerly side of Surf Avenue and along a curve bearing to the left having and radius of 2060.00 feet, an arc length of 177.55 feet to the point or place of BEGINNING.

Area: 65,797 square feet or 1.511 acres

***Recorded Deed Descriptions***

**Lot 14 (Parcel 1):**

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, known and designated as Section 21, Block 7061, Lot 14 on the Tax Map of the City of New York for the Borough of Brooklyn, said premises more recently bounded and described in accordance with a survey made by Control Point Associates Inc., PC dated May 31, 2017 as follows:

BEGINNING at a point on the westerly side of West 17th Street, 100 feet south of the corner formed by the intersection of the southerly side of Mermaid Avenue with the westerly side of West 17th Street;

RUNNING thence southerly along the westerly side of West 17th Street, 40 feet to a point;

THENCE westerly parallel with the southerly side of Mermaid Avenue, 237.62 feet to the easterly side of West 19th Street;

THENCE northerly along the easterly side of West 19th Street, 40 feet to a point;

THENCE easterly parallel with the southerly side of Mermaid Avenue, 237.62 feet to the point or place of BEGINNING.

Area: 9,505 square feet or 0.218 acres

**Lot 20 (Parcel 2):**

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 a point on the westerly side of West 17th Street, distant 150 feet northerly from the corner formed by the intersection of the westerly side of West 17th Street with the northerly side of Surf Avenue;

RUNNING thence westerly at an interior angle of 90 degrees 00' 30" to West 17th Street, 127 feet 9-1/4 inches (Deed) 128.82 feet (Tax Map) 127.77 feet (Survey);

THENCE northerly at an interior angle of 89 degrees 19' 37" with the last mentioned course, 20 feet;

THENCE easterly at an interior angle of 90 degrees 40' 23" with the last mentioned course, 127 feet 6-1/4 inches (Deed) 128.61 feet (Tax Map) 127.54 feet (Survey) to the westerly side of West 17th Street;

THENCE southerly along the westerly side of West 17th Street, 20 feet to the point or place of BEGINNING.

Area: 2,553 square feet or 0.059 acres

Lot 27 (Parcel 3):

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

BEGINNING at the corner formed by the intersection of the easterly side of West 19th Street with the northerly side of Surf Avenue;

THENCE northerly along the easterly side of West 19th Street, 151.65 feet to a point distant 246 feet southerly from the southeast corner of West 19th Street and Mermaid Avenue;

THENCE easterly parallel with Mermaid Avenue, 109.79 feet to the center line of Lot Number 28 on Map entitled, "Map of Common Land, Town of Gravesend" filed September 5, 1878;

THENCE southerly along said line, 34 feet;

THENCE easterly parallel with Mermaid Avenue, 68.25 feet (Deed) 68.23 feet (Tax Map and Survey) to a point in a line parallel with the westerly side of West 17th Street and distance 60 feet westerly therefrom;

THENCE southerly along said parallel line, 110 feet to the northerly side of Surf Avenue;

THENCE westerly along the northerly side of Surf Avenue, 177.84 feet (Deed) 177.55 feet (Tax Map and Survey) to the point or place of BEGINNING.

Area: 23,717 square feet or 0.544 acres

Lot 16 (Parcel 4):

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 a point on the westerly side of West 17th Street, 140 feet south of the corner formed by the intersection of the southerly side of Mermaid Avenue with the westerly side of West 17th Street;

RUNNING thence southerly along the westerly side of West 17th Street, 80 feet to a point;

THENCE westerly parallel with Mermaid Avenue 127.54 feet to a point;

THENCE southerly at an exterior angle of 90 degrees 40' 23" to the last described course 26 feet (Survey) 26.09 feet (Tax Map) to a point;

THENCE westerly parallel with Mermaid Avenue 109.79 feet to the easterly side of West 19<sup>th</sup> Street;

THENCE northerly along said easterly side of West 19th Street 106 feet;

THENCE easterly parallel with Mermaid Avenue 237.62 feet to a point on the westerly side of West 17th Street, said point being 140 feet south of the corner formed by the intersection of the southerly side of Mermaid Avenue with the westerly side of West 17th Street, which said point is also the point or place of BEGINNING.

Area: 21,868 square feet or 0.502 acres

Lot 21 (Parcel 5):

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 a point being the corner formed by the westerly side of West 17th Street and the northerly side of Surf Avenue;

THENCE westerly along said northerly side of Surf Avenue 60 feet to a point;

THENCE northerly parallel with West 17th Street 110 feet to a point;

THENCE westerly parallel with Mermaid Avenue 68.23 feet to a point;

THENCE northerly at an interior angle of 89 degrees 19' 37" to the last described course 40 feet to a point;

THENCE easterly parallel with Mermaid Avenue 127.77 feet to the westerly side of West 17<sup>th</sup> Street;

THENCE southerly along said westerly side of West 17th Street 150 feet to a point being the corner formed by the westerly side of West 17th Street and the northerly side of Surf Avenue, said point also being the point or place of BEGINNING.

Area: 11,719 square feet or 0.269 acres

# SIVE | PAGET | RIESEL

KEVIN A. ROGERS  
DIRECT DIAL: 646.378.7275  
KROGERS@SPRLAW.COM

October 8, 2025

## **VIA FEDEX AND FTS**

Cheryl Salem  
New York State Dept. of Environmental Conservation  
Office of General Counsel  
625 Broadway, 14<sup>th</sup> Floor  
Albany, NY 12233-1500

Re: Brownfield Cleanup Program,  
1709 Surf Avenue, Site No. C224398  
Proofs of Recording and Mailing of Municipal Notice of  
Environmental Easement

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Dear Ms. Salem,

Enclosed please find the following documents that are being submitted to the Department as proofs that the environmental easement for the above-referenced BCP Site has been recorded in the Office of the City Register of the City of New York ("City Register") and that the Municipal Notice of Environmental Easement has been mailed to the affected local government:

- 1) Environmental Easement for 2914 West 17<sup>th</sup> Street, 2925 West 19<sup>th</sup> Street, 2928 West 17<sup>th</sup> Street, 2930 West 17<sup>th</sup> Street, and 1709 Surf Avenue, Brooklyn, Block 7061, Lots P/O 14, 16, 20, 21, & 27, respectively, dated September 29, 2025, and recorded with the City Register on October 8, 2025, as City Register File Number ("CRFN") 2025000274830;
- 2) Copy of the Municipal Notice of Environmental Easement that was sent via United States Postal Service ("USPS") certified mail, return receipt requested, to New York City Mayor Eric Adams on October 8, 2025;
- 3) Scanned copy of the USPS certified mailing slip for the Municipal Notice of Environmental Easement sent to Mayor Adams.

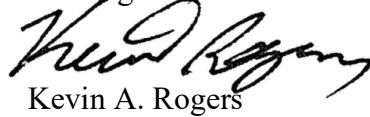
Electronic (PDF) copies of the enclosed documents have also been uploaded to the Office of General Counsel's Aspera File Transfer Service ("FTS") portal for environmental easement submissions. Additional electronic copies were directly submitted to Mr. Brian Rashkow, Esq., of the Office of General Counsel via email.



Cheryl Salem  
October 8, 2025  
Page 2 of 2

Please do not hesitate to contact me if there are any questions or concerns. Thank you for your time and attention to this matter.

Best regards

A handwritten signature in black ink, appearing to read "Kevin Rogers", written in a cursive style.

Kevin A. Rogers

Enclosure

# SIVE | PAGET | RIESEL

KEVIN A. ROGERS  
DIRECT DIAL: 646.378.7275  
KROGERS@SPRLAW.COM

October 8, 2025

**VIA CERTIFIED MAIL**

Mayor Eric Adams  
New York City Mayor's Office  
250 Broadway  
City Hall  
New York, NY 10007

Re: Notice of Environmental Easement:  
1709 Surf Avenue, Brooklyn,  
Block 7061, Lots P/O 14, 16, 20, 21, & 27  
DEC Site No. C224398

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Dear Mayor Eric Adams,

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department") on September 29, 2025, by Coney Island Phase III Housing Development Fund Corporation, Coney Island Associates Phase 3 LLC, and Coney Island Associates 3 Moderate LLC (collectively, "Grantors") for property located at 2914 West 17<sup>th</sup> Street, 2925 West 19<sup>th</sup> Street, 2928 West 17<sup>th</sup> Street, 2930 West 17<sup>th</sup> Street, and 1709 Surf Avenue, Brooklyn, Block 7061, Lots P/O 14, 16, 20, 21, & 27, respectively, known as DEC Site No. C224398 and by the DEC Site name, 1709 Surf Avenue.

This Environmental Easement restricts future use of the above referenced property to Restricted-Residential, Commercial and Industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and Site Management Plan, which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use. Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the Department is granted an Environmental Easement, it shall provide each affected local government with a copy of such Easement and shall also provide a copy of any documents modifying or terminating such Environmental Easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an Environmental Easement and that may relate to or impact such

Mayor Eric Adams

October 8, 2025

Page 2 of 2

Easement, the affected local government shall notify the Department and refer such application to the Department. The Department shall evaluate whether the application is consistent with the Environmental Easement, and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives formal approval from the Department.

An electronic version of every Environmental Easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your Building and/or Planning Departments, as applicable, to ensure your compliance with the provisions of the New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Best regards,

A handwritten signature in black ink, appearing to read "Kevin Rogers", written over the printed name.

Kevin A. Rogers

Enclosure

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Eric Adams  
 NYC Mayor's Office  
 250 Broadway  
 City Hall  
 NY, NY 10007



9590 9402 5815 0034 5779 26

## 2. Article Number (Transfer from service label)

7019 2280 0001 0227 6971

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

- ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery  
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

# U.S. Postal Service™

## CERTIFIED MAIL® RECEIPT

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☐ Adult Signature Restricted Delivery \$

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## Sent To

ERIC ADAMS

## Street and Apt. No., or PO Box No.

250 Broadway

## City, State, ZIP+4®

NY, NY 10007

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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7019 2280 0001 0227 6971