

**FORMER
110th STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD
HARLEM, NEW YORK
Block 1826 Lot 1**

**NEW YORK STATE
BROWNFIELD CLEANUP PROGRAM
APPLICATION AND SUPPLEMENTAL
INFORMATION**



**New York State Department of Environmental Conservation
Brownfields and Voluntary Cleanup Section
625 Broadway, 11th floor
Albany, NY 12233-7015**

December 2013

Prepared for:
Crescent 110 Equities LLC
316 West 118th Street
New York, NY 10026

Prepared By:

BC

ENVIRONMENTAL BUSINESS CONSULTANTS

1808 Middle Country Road
Ridge, NY 11961

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JAN 17 2014

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FORMER 110th STREET SERVICE STATION
2040 Frederick Douglas Boulevard, Harlem, NY

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ATTACHMENTS

Attachment A	Proof of Ownership - Recorded Deed
Attachment B	Environmental Reports (Digital Files on CD): Phase I Environmental Site Assessment - EBC October 2013 Spill File 9509121 Documents From FOIA Request
Attachment C	Cost Analysis for Established Environmental Conditions
Attachment D	Authorization to Sign on Behalf of LLC
Attachment E	Frederick Douglas Boulevard Rezoning Action



**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM (BCP)**

ECL ARTICLE 27 / TITLE 14



DEPARTMENT USE ONLY
BCP SITE #:

08/2013

Section I. Requestor Information		
NAME Crescent 110 Equities LLC		
ADDRESS 316 West 118th Street		
CITY/TOWN New York		ZIP CODE 10026
PHONE 212 996 5100	FAX 646 403 4148	E-MAIL ronen@artimusnyc.com
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" 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 Corporation & Business Entity Database . A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. -Individuals that will be certifying BCP documents, as well as their employers, meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and New York State Education Law. Documents that are not properly certified will not be approved under the BCP.		
NAME OF REQUESTOR'S REPRESENTATIVE Ronen Haron		
ADDRESS Same as above		
CITY/TOWN		ZIP CODE
PHONE	FAX	E-MAIL
NAME OF REQUESTOR'S CONSULTANT Environmental Business Consultants		
ADDRESS 1808 Middle Country Road		
CITY/TOWN Ridge		ZIP CODE 11961
PHONE 631-504-6000	FAX 631-924-2870	E-MAIL csosik@ebcincny.com
NAME OF REQUESTOR'S ATTORNEY Lawrence Schnapf - Schnapf LLC		
ADDRESS 55 East 87th Street #8B		
CITY/TOWN New York		ZIP CODE 10128
PHONE 212-876-3189	FAX	E-MAIL Larry@SchnapfLaw.com
THE REQUESTOR MUST CERTIFY THAT HE/SHE IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL 27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:		
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.	<input checked="" type="checkbox"/> 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, the requestor 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; and iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.	
Requestor Relationship to Property (check one):		
<input type="checkbox"/> Previous Owner <input checked="" type="checkbox"/> Current Owner <input type="checkbox"/> Potential /Future Purchaser <input type="checkbox"/> Other _____		
If requestor is not the site owner, requestor will have access to the property throughout the BCP project. <input type="checkbox"/> Yes <input type="checkbox"/> No -Proof of site access must be submitted for non-owners		

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through December 13, 2013.

Selected Entity Name: CRESCENT 110 EQUITIES LLC

Selected Entity Status Information

Current Entity Name: CRESCENT 110 EQUITIES LLC

DOS ID #: 4445880

Initial DOS Filing Date: AUGUST 15, 2013

County: NEW YORK

Jurisdiction: DELAWARE

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O ARTIMUS
316 W. 118TH ST.
NEW YORK, NEW YORK, 10026

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of

nonprofessional limited liability companies.
Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
AUG 15, 2013	Actual	CRESCENT 110 EQUITIES LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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Section II. Property Information

Check here if this application is to request significant changes to property set forth in an existing BCA:

Existing BCP site number: _____

PROPERTY NAME **Former 110th Street Service Station**

ADDRESS/LOCATION **2040 Frederick Douglas Boulevard** CITY/TOWN **Manhattan** ZIP CODE **10026**

MUNICIPALITY(IF MORE THAN ONE, LIST ALL):

City of New York

COUNTY **New York** SITE SIZE (ACRES) **0.31**

LATITUDE (degrees/minutes/seconds) **40 ° 48 ' 03.05 "** LONGITUDE (degrees/minutes/seconds) **73 ° 57 ' 26.89 "**

HORIZONTAL COLLECTION METHOD: SURVEY GPS MAP HORIZONTAL REFERENCE DATUM: **WGS84**

COMPLETE TAX MAP INFORMATION FOR ALL TAX PARCELS INCLUDED WITHIN THE PROPERTY BOUNDARIES. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
2040 Frederick Douglas Boulevard		1	1826	1	0.31

- Do the property boundaries correspond to tax map metes and bounds? Yes No
If no, please attach a metes and bounds description of the property.
- Is the required property map attached to the application? (application will not be processed without map) Yes No
- Is the property part of a designated En-zone pursuant to Tax Law § 21(b)(6)? Yes No
For more information please see Empire State Development's [website](#).
If yes, identify area (name) Census Tract 218
Percentage of property in En-zone (check one): 0-49% 50-99% 100%
- Is this application one of multiple applications for a large development project, where the development project spans more than 25 acres (see additional criteria in BCP application instructions)? If yes, identify name of properties in related BCP applications: _____ Yes No

5. Property Description Narrative:

The Subject Site is located in Manhattan (New York County) and is comprised of a single tax parcel totaling 13,513 square feet (0.31 acres). The Subject Site is listed as Block 1826, Lot 1 by the City of New York. The lot is located on the east side of Frederick Douglas Boulevard the south side of West 111th Street. Lot 1 consists of approximately 125 feet of street frontage on West 111th Street, 73 feet of street frontage on the east side Frederick Douglas Boulevard, 9 feet of street frontage on 110th Street and 160 feet of street frontage on Frederick Douglas Circle. The lot is currently developed with a vacant gasoline service station.

6. List of Existing Easements (type here or attach information)

<u>Easement Holder</u>	<u>Description</u>
No easements were identified	

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

<u>Type</u>	<u>Issuing Agency</u>	<u>Description</u>
No permits were identified		

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

Initials of each Requestor: RE _____

Section III. Current Property Owner/Operator Information

OWNER'S NAME **Crescent 110 Equities LLC**

ADDRESS **316 West 118th Street**

CITY/TOWN **New York**

ZIP CODE **10026**

PHONE **212 996 5100**

FAX **646 403 4148**

E-MAIL **ronen@artimusnyc.com**

OPERATOR'S NAME **None - Vacant**

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Requestor Eligibility Information (Please refer to ECL § 27-1407)

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

1. Are any enforcement actions pending against the requestor regarding this site? Yes No
2. Is the requestor subject to an existing order 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
4. Has the requestor been determined to have violated any provision of ECL Article 27? Yes No
5. Has the requestor previously been denied entry to the BCP? Yes No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving contaminants? Yes No
7. Has the requestor been convicted of a criminal offense that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration? Yes No
8. Has the requestor knowingly falsified or concealed material facts or knowingly submitted or made use of a false statement in a matter before 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

Section V. Property Eligibility Information (Please refer to ECL § 27-1405)

1. Is the property, or was any portion of the property, listed on the National Priorities List? Yes No
If yes, please provide relevant information as an attachment.
2. Is the property, or was any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites? Yes No
If yes, please provide: Site # _____ Class # _____
3. Is the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? Yes No
If yes, please provide: Permit type: _____ EPA ID Number: _____
Date permit issued: _____ Permit expiration date: _____
4. Is the property subject to a cleanup order under navigation law Article 12 or ECL Article 17 Title 10? Yes No
If yes, please provide: Order # _____
5. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? Yes No
If yes, please provide explanation as an attachment.

Section VI. Project Description

What stage is the project starting at? Investigation Remediation

Please attach a description of the project which includes the following components:

- Purpose and scope of the project
- Estimated project schedule

Section VII. Property's Environmental History

To the extent that existing information/studies/reports are available to the requestor, please attach the following:

1. Environmental Reports

A Phase I environmental site assessment report prepared in accordance with ASTM E 1527 (American Society for Testing and Materials: Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process), and all environmental reports related to contaminants on or emanating from the site.

If a final investigation report is included, indicate whether it meets the requirements of ECL Article 27-1415(2): Yes No

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

Contaminant Category	Soil	Groundwater	Surface Water	Sediment	Soil Gas
Petroleum	x	X			
Chlorinated Solvents					
Other VOCs					
SVOCs					
Metals					
Pesticides					
PCBs					
Other*					

*Please describe: _____

3. SUSPECTED CONTAMINANTS: INDICATE SUSPECTED CONTAMINANTS AND THE MEDIA WHICH MAY HAVE BEEN AFFECTED. PROVIDE BASIS FOR ANSWER AS AN ATTACHMENT.

Contaminant Category	Soil	Groundwater	Surface Water	Sediment	Soil Gas
Petroleum					X
Chlorinated Solvents	X				X
Other VOCs					
SVOCs					
Metals	X				
Pesticides					
PCBs					
Other*					

*Please describe: _____

4. INDICATE KNOWN OR SUSPECTED SOURCES OF CONTAMINANTS (CHECK ALL THAT APPLY). PROVIDE BASIS FOR ANSWER AS AN ATTACHMENT.

- Above Ground Pipeline or Tank
 Lagoons or Ponds
 Underground Pipeline or Tank
 Surface Spill or Discharge
 Routine Industrial Operations
 Dumping or Burial of Wastes
 Septic tank/lateral field
 Adjacent Property
 Drums or Storage Containers
 Seepage Pit or Dry Well
 Foundry Sand
 Electroplating
 Coal Gas Manufacture
 Industrial Accident
 Unknown

Other: _____

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

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

Other: _____

6. PROVIDE A LIST OF PREVIOUS PROPERTY OWNERS AND OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS AS AN ATTACHMENT. DESCRIBE REQUESTOR'S RELATIONSHIP, IF ANY, TO EACH PREVIOUS OWNER AND OPERATOR. IF NO RELATIONSHIP, PUT "NONE".

Section VIII. Contact List Information

Please attach, at a minimum, the names and addresses of the following:

1. The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
2. Residents, owners, and occupants of the property and properties adjacent to the property.
3. Local news media from which the community typically obtains information.
4. The public water supplier which services the area in which the property is located.
5. Any person who has requested to be placed on the contact list.
6. The administrator of any school or day care facility located on or near the property.
7. In cities with a population of one million or more, the local community board if the proposed site is located within such community board's boundaries (*note: per the 2010 census, New York City is the only city in NY with a population over one million).
8. The location of a document repository for the project (e.g., local library). In addition, attach a copy of a letter sent to the repository acknowledging that it agrees to act as the document repository for the property.

Section IX. Land Use Factors (Please refer to ECL § 27-1415(3))

1. Current Use: Residential Commercial Industrial Vacant Recreational (check all that apply)
Provide summary of business operations as an attachment.

2. Intended Use Post Remediation: Unrestricted Residential Commercial Industrial (check all that apply)
Provide specifics as an attachment.

3. Do current historical and/or recent development patterns support the proposed use? (See #14 below re: discussion of area land uses)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

4. Is the proposed use consistent with applicable zoning laws/maps?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

5. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, designated Brownfield Opportunity Area plans, other adopted land use plans?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

6. Are there any Environmental Justice Concerns? (See §27-1415(3)(p)).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

7. Are there any federal or state land use designations relating to this site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

8. Do the population growth patterns and projections support the proposed use?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---

9. Is the property accessible to existing infrastructure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

10. Are there important cultural resources, including federal or state historic or heritage sites or Native American religious sites within ½ mile?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

11. Are there important federal, state or local natural resources, including waterways, wildlife refuges, wetlands, or critical habitats of endangered or threatened species within ½ mile?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	---

12. Are there floodplains within ½ mile?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

13. Are there any institutional controls currently applicable to the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

14. Describe the proximity to real property currently used for residential use, and to urban, commercial, industrial, agricultural, and recreational areas in an attachment.

15. Describe the potential vulnerability of groundwater to contamination that might migrate from the property, including proximity to wellhead protection and groundwater recharge areas in an attachment.

16. Describe the geography and geology of the site in an attachment.

Section X. Statement of Certification and Signatures

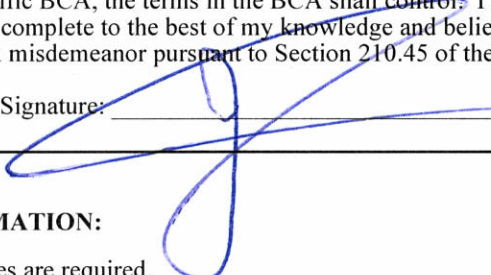
(By requestor who is an individual)

If this application is approved, I acknowledge and agree to the general terms and conditions set forth in DER-32 *Brownfield Cleanup Program Applications and Agreements* and to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter. I also agree that in the event of a conflict between the general terms and conditions of participation set forth in DER-32 and the terms contained in a site-specific BCA, the terms in the BCA shall control. I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: _____ Signature: _____ Print Name: _____

(By an requestor other than an individual)

I hereby affirm that I am managing member (title) of Crescent 110 Equities LLC (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. If this application is approved, I acknowledge and agree to the general terms and conditions set forth in DER-32 *Brownfield Cleanup Program Applications and Agreements* and to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter. I also agree that in the event of a conflict between the general terms and conditions of participation set forth in DER-32 and the terms contained in a site-specific BCA, the terms in the BCA shall control. I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Date: 1/7/14 Signature:  Print Name: Robert Ezrapour

SUBMITTAL INFORMATION:

Three (3) complete copies are required.

- **Two (2)** copies, one paper copy with original signatures and one electronic copy in Portable Document Format (PDF) on a CD, 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

- **One (1)** paper copy must be sent to the DEC regional contact in the regional office covering the county in which the site is located. Please check our [website](#) for the address of our regional offices.

FOR DEPARTMENT USE ONLY

BCP SITE T&A CODE: _____ LEAD OFFICE: _____

1.0 INTRODUCTION (Application Section I-III)

Crescent 110 Equities LLC seeks to remediate and redevelop a site located on Frederick Douglas Boulevard and Central Park North in the Central Harlem area of Manhattan, NY (the "Site") (see **Figure 1**). The address of the Site is 2040 Frederick Douglas Boulevard. It is comprised of a single tax parcel identified as Block 1826, Lot 1 (**Figure 2**). The property is currently vacant but was previously occupied by a service station and auto repair shop.

The property has confirmed contamination in soil and an open spill file (Spill No. 9509121) related to historic use of the property as a gas station and auto repair shop.

Crescent 110 Equities LLC plans a mixed use redevelopment of the Site consisting of commercial (retail) space, community facility space and 80/20 affordable housing. The nature and extent of existing contamination and the potential for off-site contamination related to this property, however, complicates the redevelopment plan. Accordingly, Crescent 110 Equities LLC is submitting its application for entry into the BCP to the New York State Department of Environmental Conservation (NYSDEC). This document contains the supplemental information required in the application package.

1.1 Requestor

Crescent 110 Equities LLC is the applicant for the project and is applying to the program as a Volunteer. Crescent 110 Equities LLC is the current owner of the property (**Attachment A**), and is not affiliated in any way with the past property owners or operators, or the release of contaminants at the site. As owner of the Site, Crescent 110 Equities LLC has access to the Site to implement the required remedial actions that will be required under the BCP.

1.2 Property Description Narrative

The Site to be remediated and redeveloped is located in the Central Harlem section of Manhattan (New York County) and is comprised of a single tax parcel totaling 13,513 square feet (0.31 acres). The subject property is located in the City of New York and Borough of Manhattan (New York County) and has 73 feet of street frontage on Fredrick Douglas Boulevard, approximately 160 feet of frontage along Fredrick Douglas Circle, approximately 125 feet along West 111th Street and approximately 9 feet of frontage along Central Park North (W. 110th Street).

The lot is currently developed with a one-story service station building and roof canopy over the dispenser area (**Figure 3**). The building has a footprint of approximately 2,773 s.f. which, according to the NYC Department of Buildings, was constructed in 1955.

The elevation of the Site is approximately 48 feet above the National Geodetic Vertical Datum (NGVD). The area topography gradually slopes to the east. The depth to groundwater beneath the Site, as determined from field measurements, is approximately 25 feet below grade. Based on correspondence between the former property owner's environmental consultant and the NYSDEC, groundwater flow is expected to be southwest toward Frederick Douglas Circle and Central Park. According to the July 26, 1996 deed, the lot is defined as follows:

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

BEGINNING at the corner formed by the intersection of the southerly side of West 111th Street with the easterly side of Eighth Avenue;

RUNNING THENCE southerly along the easterly side of Eighth Avenue, 72 feet 10 inches to the intersection of the easterly side of Eighth Avenue with the northerly side of Frederick Douglas Circle;

TBBNCE along said Frederick Douglas Circle in a southerly direction on a curve to the right with a radius of 3142 feet and central angle of 64 degrees 41 minutes 31 seconds, a distance of 160 feet 4 inches to the northerly side of Cathedral Parkway; "

THENCE easterly along said side of Cathedral Parkway, a/k/a Central Park North and West 110th Street, a distance of 9 feet 8-3/4 inches;

THENCE northerly and at right angles to the last described line, a distance of 171 feet 10 inches to the southerly side of West 111th Street;

THENCE westerly along said side of West 111th Street, a distance of 125 feet to the point or place of BEGINNING.

2.0 PROJECT DESCRIPTION (Application Section VI)

2.1 Project Overview / Eligibility

The requestor intends to construct a new 12-story multi-use building with full cellar and sub-cellar levels covering the entire building footprint. The project features 2-levels of sub-grade parking, subgrade and first floor retail space, community facility space and 53 residential apartments (42 market rate, 11 affordable housing). Residential amenities will include a 24-hour doorman, an outdoor courtyard and play area, and children’s playroom.

The project square footage breakdown is as follows.

Square Footage Breakdown		
Residential 80/20 Component	53 units	88,744
Community Facility (Above grade)		8,600
Retail(Above Grade)		4,300
Retail (Below Grade)		13,486
Parking (Two levels below grade)		13,500
Total GSF		128,630

Financing for the project will come through conventional lenders. In order to secure financing for the project, lenders will require a release from the State of NY or other regulatory authority for the contamination known to be present on the property.

A Remedial Investigation is proposed to collect data of sufficient quality and quantity to characterize the nature and extent of known petroleum and suspect contaminants in on-site soil, groundwater and soil gas. The RI will include a qualitative exposure assessment for future occupants of the proposed building and the surrounding community and to evaluate alternatives to remediate the contamination.

The lender/investors for this project will require any cleanup be conducted with oversight of the NYSDEC so that the NYSDEC can issue a certificate of completion and liability release from the State of NY. The BCP will allow applicant to satisfy this requirement as well as to limit its liability to on-site contamination by virtue of its status as a “volunteer” under the BCP.

The remediation of the existing contamination will increase project costs because of expenses or "premiums" associated with disposal of contaminated soil, increased labor or "trade" premium due to the need to use HAZWOPER-trained-workers in and around the contaminated materials as well as ancillary monitoring and reporting costs. In addition, there will be scheduling impacts associated with soil sampling and excavation site constraints that will extend the timeframes customarily required for traditional site excavation. The tax credits available under the Brownfield Cleanup Program will make the project more economically feasible.

In addition to known and suspect contamination associated with historic use, the property was assigned an E-designation (E-120) for Hazardous Materials Phase I and Phase II Testing Protocol (Hazmat-E) as part of the Frederick Douglas Boulevard rezoning action completed by the City in

November of 2003 (CEQR No. 03DCP026M). The E-designation prevents the NYC Department of Buildings from issuing building permits unless a release in the form of a Notice to Proceed is issued by OER.

The Hazmat E requires a detailed environmental review and release by the NYC Office of Environmental Remediation. Such reviews require a full subsurface investigation, remedial and health and safety planning, implementation of a remedial program and documentation that the remedial program was completed during redevelopment of the property.

2.2 Benefits to the Community

In 2003 the Department of City Planning proposed a zoning map amendment that would affect 44 blocks in south-central Harlem. The rezoning action known as the Frederick Douglas Boulevard rezoning, was the first comprehensive revision of south-central Harlem zoning since the last major revision of the Zoning Resolution in 1961.

The objectives of the rezoning strategy were to balance growth and preservation in south-central Harlem's residential core through the following:

- Foster new opportunities for residential development. To help address Harlem's growing need for new housing, the rezoning called for modest increases in residential density on Frederick Douglass Boulevard and on most mid-blocks.
- Promote building forms that are more compatible with the existing urban fabric. South-central Harlem's R7-2 and R8 districts are governed by 'height factor' regulations which encourage development of tall towers set back from the street, a building form inconsistent with the prevailing low - to mid-rise character of the area. Residential venues and mid-blocks in the area are typified by rowhouses with consistent street walls and cornice lines. To preserve these block fronts, the action calls for contextual zoning districts that would mandate new buildings of comparable scale and height.
- Expand opportunities for new ground floor commercial uses. New small businesses and stores are opening throughout south-central Harlem to support a growing community. In support of this trend, the action mapped new commercial overlays along West 116th Street, to provide new opportunities for ground floor retail development.

The Project's residential use blends perfectly with this pattern of development as the existing commercial gas station is replaced with a new multi-use construction which includes retail space, community facility space and both market rate and affordable housing residential units.

As a focal point of Harlem and gateway to Central Park, Frederick Douglass Circle demands a development that is true to its surroundings. In design, programming, and interaction with the neighborhood, 2040 Frederick Douglas Boulevard will provide local jobs and economic development while bolstering the Circle as a destination for Harlemites and visitors alike.

Community Facility

The Development will feature two community facility spaces. Moving from its small space further uptown, Millennium Dance Company plans to occupy 8,000 square feet of this building. The fit-out will be done by the Sponsor and is to be programmed and designed by Harlem-based Johnson Design. The new space will feature dance studios and a flex-space, all above grade. It will have a new locker room, administrative offices, and kitchenette/lounge space. The dance company caters to all ages and ability levels, and currently has 15 instructors and approximately 130 students in its current 3000 square foot space.

Millennium's community outreach extends far beyond regular classes. Ms. Denise Perry, founder of the studio, created a program called "Dance Through It" for women and girls that have experienced violence as children. They also host father/daughter and mother/son classes where parents can join in their children's dance education. Ms. Perry and her dedicated staff work to maintain relationships with children and adults in Harlem and surrounding areas, mentoring them in their daily lives.

Through dance, Ms. Perry seeks to teach her students the value of confidence, discipline, and etiquette; ultimately guiding her students to develop a positive self-image. An enlarged and modern studio will reduce the company's operational burdens caused by space restrictions, allowing this vital community service to operate at fuller capacity and serve more clients.

Bike New York has been identified as a potential tenant for the second community facility (approximately 500 square feet). The local not-for-profit organization promotes cycling as a leisure and transportation alternative with free classes in all five boroughs. They also organize the Five Borough Bike Tour, the largest cycling event in the United States.

Retail and Street Life

On the ground floor, a well established restaurant group, Chef Driven, intends to operate a dining establishment and café with outdoor seating which will enliven Frederick Douglass Circle's wide sidewalks. The introduction of a sustainable and highly visible restaurant on the Circle will further establish the location as an icon and the starting point of the city's latest restaurant row.

Economic and Community Impact

Aside from encouraging long-term economic growth in Harlem, the project will have an immediate financial impact on New York City. The initial investment will immediately generate revenue for the city through the purchase of the site. The development will create almost 300 full-time construction jobs and the payroll and taxes during construction will generate significant revenue for the City of New York. Additional income will be generated for New York City from property taxes paid by the residential building owner and by the commercial and community facility tenants.

Local Job Creation

A variety of permanent jobs will also be created. These jobs will follow the NYC EDC's HireNYC program and target the community for local hiring. The Requester has a proven track record of community hiring, and the new residential building will employ a full-time super, porters, and doormen. The commercial tenants will hire many times that, as the commercial space will be able to accommodate 90 new full-time retail, restaurant, and community facility jobs.

Minority- and Women-owned Business Enterprises

The Requestor stands out in the construction industry for the diversity of its job sites and in-house project management teams. The Requestor works with many subcontractors that are owned and managed by women and minorities, from bricklaying contractors to architects, environmental engineers, and fire alarm installers.

The project will bid out all construction contracts to M/WBE certified firms. The Requestor has an excellent relationship with the local community board and will meet and discuss strategies for hiring local and minority workers and contractors. The Requestor is also very familiar with and will utilize NYC Business Solutions and Empire State Development's search directory of certified minority- and women-owned business enterprises, and will use that resource as a tool to find and bid projects to M/WBE Certified firms. The Requestor has worked with pertinent city agencies in the past, particularly NYC Department of Small Business Services and will support the Fredrick Douglass Boulevard Alliance.

The proposed project delivers these benefits on a site that is underutilized and currently at risk of becoming a liability to the community due to its historic use as a gas station / auto repair shop and the presence of related contamination.

2.3 Project Schedule

BCP Milestones

Based on an assumed date of 3/4/14 for execution of the BCP agreement

Submit Remedial Investigation Work Plan (RIWP)	January 2014 w/application
Begin Building Demolition	March 2014
Implement Remedial Investigation Work Plan (RIWP)	March 2014
Submit Remedial Investigation Report (RIR)	April 2014
Submit Remedial Action Work Plan (RAWP)	April 2014
Begin Building Construction and Remedial Action	June 2014
Continue Remedial Action	June 2014 - December 2014
Submit Draft Env. Easement (if Track 1 not Achieved)	July 2015
Submit Draft Site Management Plan (if Track 1 not Achieved)	September 2015
Submit Draft Final Engineering Report	October 2015

3.0 ENVIRONMENTAL HISTORY (Application Section VII)

The environmental history of the subject lot was previously investigated through the review of Federal and State Environmental databases, Environmental Sanborn Fire Insurance maps, NYC Department of Building records and the NYC Department of Finance databases as part of the Phase I Environmental Site Assessment completed in October 2013.

In 1902 the Site was vacant. From 1912 to 1921, the northwest portion of the Site was developed with a single-story building and a booth occupied by Aero Drome, a moving pictures company. In 1922, the Site was developed with a two-story commercial building in the northern portion. In 1922, this two-story building (with a cellar) was occupied by stores on the first floor and a dance hall and a billiard parlor on the second floor. In 1951, the first floor of this building was occupied by a gasoline station and auto repair facility with the second floor occupied by offices.

Six 550-gallon and two 1000-gallon gasoline tanks were depicted in the southwest portion of the Site in the 1951 Sanborn map. The present day commercial building located in the eastern portion of the Site was constructed in 1955 and since the time of construction of this building to the present day, the Site has been utilized as a gasoline station and auto repair shop. The Site was occupied by an Amoco Service Station from 1999 to 2004 and by an Exxon-branded Service Station from 2005 to 2010. The Service Station closed in December 2013.

In addition, a spill was reported (Spill No. 9509121) in 1995 when soil contamination was encountered during the installation of monitoring wells at the Site. Although several investigations were apparently performed and referenced in the DEC file, no complete reports were included in the contents of the file as provided under a Freedom of Information request. The DEC file also references a remedial action plan which includes the installation and operation of an air sparging and soil vapor extraction system at the property beginning in March 2006. However, the remedial plan was not provided under the FOI request.

3.1 Underground Storage Tanks

The Site is listed on the PBS database under the name 110th Street Service Station, Inc. (PBS No. 2-480665). The database lists this site as a PBS facility with 19 registered underground storage tanks (USTs). Fourteen of the underground tanks, including thirteen 550 gallon gasoline tanks and one 4,000 gallon gasoline tank are listed as "closed - removed" in October 1998. The remaining 5 USTs including four 8,000 gallon gasoline tanks and one 550-gallon waste oil tank are listed as "in-service" and remain on the property.

All five of the in-service USTs were installed on January 1, 1999. Tank tightness testing for the four gasoline USTs was conducted on March 10, 2006 and the next test is scheduled for January 1, 2014. Tank tightness testing for the waste oil UST was conducted on October 29, 2010.

3.2 Summary of Environmental Investigations

Environmental investigations performed at the Site include the following:

- Phase I Environmental Site Assessment, 2040 Frederick Douglas Boulevard, NY. Environmental Business Consultants, October 14, 2013.
- Spill File 9509121 Documents From FOIA Request

3.2.1 October 2013 – Phase I Environmental Site Assessment Report (EBC)

A Phase I Environmental Site Assessment (ESA) report was prepared by Environmental Business Consultants (EBC) in October 2013.

According to a review of NYC records, City Directory Listings and Sanborn maps, as well as personal interviews, the Site the northwest portion of the Site was originally developed in 1912 with a single-story building and a booth occupied by Aero Drome, a moving pictures company. In 1922, the Site was developed with a two-story commercial building in the northern portion. In 1922, this two-story building (with a cellar) was occupied by stores on the first floor and a dance hall and a billiard parlor on the second floor. In 1951, the first floor of this building was occupied by a gasoline station and auto repair facility with the second floor occupied by offices. Six 550-gallon and two 1000-gallon gasoline tanks were depicted in the southwest portion of the Site in the 1951 Sanborn map. The present day commercial building located in the eastern portion of the Site was constructed in 1955 and since the time of construction of this building to the present day, the Site has been utilized as a gasoline station.

The Phase I identified the historic use of the property as a gas station and auto repair shop as noted in Sanborn Fire Insurance maps from 1951 to 2007 as recognized environmental conditions (RECs) requiring further investigation.

The Phase I noted that the subject site has been assigned an E-designation (E-120) for Hazardous Materials Phase I and Phase II Testing Protocol (Hazmat-E) as part of the rezoning adopted in November of 2003 as part of the Frederick Douglas Boulevard rezoning action (CEQR No. 03DCP026M).

Any development scenario for the Site is subject to the E-designation Environmental Review Program administered by the NYCOER due to the hazardous materials and Noise “E” designations assigned to the Site.

The Hazmat E requires a detailed environmental review and release by the NYC Office of Environmental Remediation (NYCOER). Such reviews require a full subsurface investigation, remedial and health and safety planning, implementation of a remedial program and documentation that the remedial program was completed during redevelopment of the property.

The Phase I recommended the following:

"Based on the information contained in the DEC files, remediation of the property has not been completed. This will require continuation of current remedial actions or alternate remedial actions as needed to close the spill file. In addition, alternate and / or supplemental methods may be needed to complete the remediation under a redevelopment scenario. At a minimum this would include removal

of the USTs, dispensers and piping, and excavation of impacted soil. Since there is no data concerning other areas of the property including the dispenser area, it is possible that other areas of the Site are contaminated as well."

"Redevelopment will also require a full environmental review under the E-designation. This will include the collection and analysis of soil, soil vapor and groundwater across the entire site for an expanded list of parameters. Samples will be collected from areas of concern including the hydraulic lift area, garage area and dispenser area."

"EBC therefore recommends that a full Phase II investigation be completed under a NYC OER approved Remedial Investigation Work Plan. Upon receipt of the laboratory results a Remedial Work Plan which addresses existing petroleum contamination and any additional issues as identified under the RI should be developed which incorporates the contemplated redevelopment scenario for the property. This Remedial Work Plan should then be submitted to the NYSDEC and NYCOER for approval."

The complete Phase I report is provided in digital form in **Attachment B**.

3.2.2 Spill File 9509121 Documents From FOIA Request

The following documents were received by the NYSDEC in response to a FOIA request made in October 2013.

- A NYSDEC Spill Response form dated September 24, 1995 in reference to spill # 9509121.
- A NYSDEC Stipulation Letter was executed on March 7, 2006 for the Site. This letter indicates that the owner of the Site 110th Street Service Station has agreed to clean up and remove a discharge of petroleum which occurred at the Site by taking the steps and according to condition which were set forth in the Corrective Action Plan.
- On March 9, 2006, Impact Environmental submitted an addendum to the RAP which stated proposed changes to the Soil Vapor Extraction system discharge location to address concerns of the NYSDEC. The exhaust location was moved to five feet above the gas station roof.
- A NYSDEC letter dated March 17, 2006 noted the approval of the RAP addendum letter, which was dated March 9, 2006.
- A NYSDEC letter dated April 13, 2009 requested the installation of additional monitoring wells for the Site. The Department required three additional ground water monitoring wells must be installed at the site. These ground water monitoring wells must not be tied into the remedial system in order to better monitor system effectiveness. One monitoring well must be installed in the source area immediately south of the UST. One monitoring well must be installed south of MW-6 to ensure free product is not migrating towards the subway. One monitoring well must be installed north of SVEIMW4 to ensure free product does not migrate beneath the neighboring residential properties. An Investigation Work Plan must be submitted to the Department within 30 days detailing the proposed monitoring well installation. The

Investigation Work Plan must have an implementation schedule for the work and submission of a report.

- A revised Investigation Plan by Impact Environmental dated September 3, 2009 indicates that revisions were made to further delineate the extent of free product on the site to test the current soil conditions. Four (4) additional wells were installed in the following locations;
 - On site approximately 20 feet to the east of monitoring well MW-4.
 - In the sidewalk approximately 25 feet southwest of MW-6.
 - On site, to the west of the UST location.
 - In the source area between SVE/MW-2 and SVE/MW-3.
 - In addition, MW-6 will be re-drilled in the same location and a two inch diameter well will be installed in order to facilitate the recovery of free product.
- Wells not containing free product will be purged and sampled. Additional soil sampling was proposed for the Site. During monitoring well installation, soil samples will be collected continuously from the surface to five feet below the water table. Samples collected will be screened utilizing a photo ionization detector (PID). From each well location, the sample collected at the water table, and the sample with the highest PID reading or apparent contamination will be containerized for laboratory analysis. In addition, investigation and monitoring reports will be issued summarizing sampling performed.
- A letter from the NYSDEC to Impact Environmental reviewed the Investigation plan and made the following comments:
 - Soil Sampling - During monitoring well installation, soil samples should be collected. The soil boring should extend a minimum of 5 ft below the water table. The soil sample at the water table and the sample with the highest PID or apparent contamination above or below the water table should be collected for laboratory analysis.
 - Source Area Monitoring Well - At the meeting we discussed the requirement for placing a ground water monitoring well which is not connected to the system in the source area in between SVE/MW2 and SVE/MW3. No source area monitoring well was proposed in this area in this plan.
 - A request for a work plan modification by Impact Environmental was submitted to the NYSDEC on April 2, 2010. A change in the location for SVE/MW-5 was requested to be moved further south.
 - NYSDEC Facility Information Report dated September 9, 2013 indicated that the Site is currently equipped with one (1) 550-gallon waste oil UST and four (4) 8,000-gallon gasoline USTs, which were installed in 1999. These USTs are currently registered and were last inspected on September 22, 2010. Registration expires September 15, 2018. The Site was formerly equipped with thirteen (13) 550-gallon gasoline USTs which were installed in 1998 and one (1) 4,000-gallon gasoline UST.

The complete set of documents received from the FOIA request is provided in digital form in **Attachment B**.

3.3 Summary of Confirmed Contamination and Environmental Conditions

The results of the investigations performed at the site have identified the following contaminated media and environmental conditions that will complicate redevelopment of the property.

- The property has been assigned an E-designation for Hazmat. The E-designation requires further investigation and a plan for remedial action approved by the NYSDEC for the open spill file.
- Four 4,000 gallon gasoline USTs and one 550 gallon UST - The tanks will need to be removed and properly closed with the NYSDEC PBS program. Note that the extent of the source area has never been fully defined and remedial actions have focused on areas downgradient of the source area. Contaminated soil, if present beneath the tanks, will require investigation and removal/remediation.
- Dispensers and piping - Tank system components such as the dispensers and piping will need to be removed and investigated as a source of contamination. Note that previous investigations at the Site did not include investigation the dispensers and piping. These areas of the tank system have historically been more prone to leaks and releases than the underground tanks themselves. Contaminated soil, if present beneath the tanks, will require investigation and removal/remediation.
- Historic hydraulic lifts within the auto repair area of the building will need to be investigated and, if present, properly removed. Hydraulic lifts are a potential for PCB contamination. This is a widely recognized environmental condition and has not been investigated. Contaminated soil, if present in the vicinity of the lifts, will require investigation and removal/remediation.
- Confirmed petroleum volatile organic compound (VOC) contaminants in soil above groundwater protection standards. Soils excavated under the proposed redevelopment scenario will require proper management and disposal at a permitted disposal facility.
- The historic use of the property as a auto repair facility suggests that chlorinated solvents were likely used on the property (PCE is a common component in brake cleaners and parts washing solutions). Further investigation will be required to determine if PCE or chlorinated solvent contamination is present at the subject Site.
- Confirmed petroleum (VOC) contaminants in groundwater above standards including possible LNAPL. Note that the extent of on-site contaminated groundwater and the extent of an off-site contaminant plume has not been investigated or defined. Impacted groundwater on-site will require further investigation and remediation.

3.4 New York City E-Designation

The New York City E-designation program assigns an E-number to properties during rezoning actions initiated and completed by the NYC Department of City Planning. E-designations come in three types with each requiring investigation, further evaluation, mitigation or remediation before building permits will be issued. Documentation and demonstration that the required action has been satisfactorily completed is a condition of releasing the Certificate of Occupancy. The three types are: Noise (usually requiring attenuation measures to reduce indoor noise levels to a set standard), Air (usually requiring a specific fuel source) and Hazmat (usually requiring an investigation, remedial action and mitigation for impacted media).

The property was assigned an “E” designation for “hazardous materials” as part of the Frederick Douglas Boulevard rezoning action adopted in 2003. The lot was assigned E-120 under the City Environmental Quality Review (CEQR) number 03DCP026M. An E-Designation for Hazmat is a NYC zoning map designation that indicates the presence of an environmental requirement pertaining to potential Hazardous Materials Contamination on a particular tax lot. E-Designations are established on the Zoning Map by the Department of City Planning (DCP) and City Council as a part of a zoning change/action.

The “E” designation requires an environmental review by the New York City Office of Environmental Remediation (NYCOER), which must be satisfied before the New York City Department of Buildings (NYCDOB) will issue building permits for the property. Therefore, redevelopment of the site will be subject to the administration of this program by NYCOER. NYCOER review requires the submission of the following reports; Phase I Environmental Site Assessment Report, Phase II Site Investigation Work Plan and Health and Safety Plan, Phase II Site Investigation Report, and if necessary, Construction Health and Safety Plan (CHASP), Remedial Action Plan (RAP), and Site Closure Report.

It should also be noted that NYCOER requires air monitoring for dust and VOCs during all soil disturbing activities. The P.E. Certified Site Closure Report must include copies of the air monitoring data sheets as well as all waste characterization data, waste manifests, disposal facility approval letters, disposal facility (NYSDEC, NJDEP, etc.) registration(s)/license(s), and a figure(s) indicating where all soil excavated from the site was disposed; daily air monitoring sheets; OER’s written approval for clean fill import as well as manifests, truck/tickets, photo documentation and a figure(s) indicating where the soil was used as backfill; photo documentation and P.E. stamped letter of proper vapor barrier and SSDS installation; and certification of compliance with the CHASP during redevelopment.

The assigned E-designation and the level and presence of contamination detected in various media are complicating redevelopment of the property. NYCOER generally cannot manage the remediation of Sites impacted with open NYSDEC soil files and will not issue a Notice to Proceed until the NYSDEC either closes the spill file or formally approves a Remedial Action Work Plan for the contamination.

3.5 Cost Analysis of Established Environmental Conditions

The projected remedial costs for this project were based on typical NYSDEC Brownfield Cleanup Program requirements. Gasoline VOCs related to historic operations on the property, were reported in soil within the UST area in the east-central portion of the site. The extent of horizontal and vertical impact has not been determined but likely extends south to southwest and vertically to the water table surface at 25 ft below grade. It is also likely that additional gasoline contamination is present in the vicinity of the dispensers in the west central portion of the site. It is also possibly that PCB contamination associated with hydraulic lifts and chlorinated solvents may be present beneath the repair shop area of the station building in the north part of the site. It is assumed that soil excavated in the UST and dispenser areas of the site for the basement level foundation of the new building will be disposed of as a low-lead (<1,000 ppm) non-hazardous material at a Class B facility.

Elevated levels of metals and SVOCs are commonly reported in fill materials throughout the area. Fill at this location would be expected to be limited to the upper 5 feet though likely extends to 15 or 20 feet within the UST area. It is assumed that this material will be excavated as part of the new building construction and as such only disposal costs have been included. It is assumed that this material will be disposed of as a low-lead (<1,000 ppm) non-hazardous material at a Class B facility.

If PCB or chlorinated solvents are present in soil, a hazardous classification may be applied substantially increasing disposal costs. However, it is assumed that if such contamination is present, it will be within levels in which a contained-in determination can be made and no additional costs for hazardous disposal were included.

The costs for soil disposal under a non-hazardous classification were based on those recently established within the area and assume that contaminant levels are within acceptable limits (NJDEP non-direct contact criteria) at a standard range New Jersey non-hazardous disposal facility.

Remediation of groundwater assumes over-excavation to the water table, with dewatering and chemical oxidant treatment of residuals. Costs were included for a vapor barrier and subslab venting system beneath the new building though the need for mitigation is expected to be reduced or eliminated following removal of the impacted soil. Costs for mitigation items were based on average unit prices on similar remediation projects. Further investigation and remedial action of existing environmental conditions will include the following tasks:

- NYSDEC Brownfield Cleanup Program - Initial Submittals, Investigative Work Plans, etc.
Cost: \$ 30,450
- Remedial Investigation and Reporting
Cost: \$ 72,920
- Remedial Work Plans and Remedy Scoping
Cost: \$ 18,450
- Remedial Program Implementation and Reporting
Cost: \$ 1,369,475

- Final Reporting, Easements (if needed), DEC/DOH costs and Related for Certificate of Completion
Cost: \$ 98,450
- Site Management and Reporting (if needed) for 5 yrs
Cost: \$ 115,250

Subtotal	\$ 1,589,475
15% Contingency	\$ 238,421
TOTAL PROJECT COST	\$ 1,827,896

A detailed summary of the projected remedial costs by task is provided in **Attachment C**.

3.6 Previous Owners and Operators

Previous owners and operators of the property are shown in Tables 1 and 2 below. Information regarding ownership of the property was obtained from online property records maintained by the NYC Department of Finance Office of the City Register under its Automated City Register Information System (ACRIS) and from hard copy records at the agencies regional office. Information regarding past operators was obtained from Sanborn Fire Insurance maps, from telephone directory listings and from an internet search of the property address. The property was purchased by the requestor in December 2013. The building was vacant at that time and has remained so to the present.

The City of New York obtained title to the property through condemnation proceedings in 1974 which were part of a larger area wide urban renewal project. Tenants of the property included 110th Street Service Station Inc. who operated the station under Amoco and BP branding. In 1996, 110th Street Service Station Inc. purchased the property from the City through the NYC Economic Development Corporation to secure financing for improvements. The deed from the City to NYCEDC included a right of re-acquisition for the Grantor (the City). NYCEDC recently had the City assign the re-acquisition option to NYCEDC, which NYCEDC then exercised to re-acquire the Site and sell it to the requestor.

Table 1 – Previous Owners

Dates	Name	Comments	Contact Info
Prior to 8/15/1974	City of New York	Condemnation proceedings	Municipal Building, 1 Centre Street New York, NY 10007
From 8/15/1974 to 7/24/1996	City of New York	Condemnation proceedings	Municipal Building, 1 Centre Street New York, NY 10007
From 7/24/1996 to 8/7/1996	Economic Development Corporation	Deed	110 William St, New York, NY 10038
From 8/7/1996 to 12/20/2013	110 th Street Service Station Incorporated	Deed	Roe Wiczek C/O Robert A Korren, PLLC 1 Barker Ave Suite 485 White Plains, New York, 10601
From 12/19/2013 to Present	Crescent 110 Equities, LLC	Deed	316 West 118th Street, New York, NY 10026

Note: Crescent 110 Equities LLC is in no way affiliated with any of the prior owners of the property.

Table 2 – Previous Operators

Dates	Name	Comments	Contact Info
From at least 1912 to sometime prior to 1951	Aero Drome - Moving Pictures	Sanborn Maps	2040 8 th Avenue, New York, NY10026
From at least 1951 to sometime prior to 1976	Multi-tenant including retail stores, offices and a gas station	Sanborn Maps	2040 8 th Avenue, New York, NY10026
From at least 1976 to sometime prior to 2000	Gas Station	Sanborn Maps	2040 8 th Avenue, New York, NY10026
From at least 2000 to December 2013	110 th Street Service Station, Inc.	City Directory	Roe Wiczyc C/O Robert A Korren, PLLC 1 Barker Ave Suite 485 White Plains, New York, 10601

Note: Crescent 110 Equities LLC is in no way affiliated with 110th Street Service Station Inc. or any of the prior operators at the property.

The following resources were employed in obtaining historical information with respect to ownership:

- NYC ACRIS Database
- NYC Department of Finance records, Brooklyn Borough office

The following resources were employed in obtaining historical information with respect to operators:

- Interviews with Previous Operators
- Environmental Data Resources - City Directory Search
- Sanborn Fire Insurance Maps
- Certificate of Occupancy Records as Maintained by the Department of Buildings
- Internet Address Search

4.0 CONTACT LIST INFORMATION (Application Section VIII)

The following sub-sections provide the minimum contact list information as required in the BCP application form.

4.1 Local Government Contacts

City of New York

Bill de Blasio
Mayor of New York City
City Hall
New York, NY 10007

Gale Brewer
Manhattan Borough President
1 Centre Street, 19th Floor
New York, NY 10007

Mr. W. Franc Perry
Chair, Manhattan Community Board 10
215 West 125th Street
New York, NY, 10027

Paimaan Lodhi
District Manager, Manhattan Community Board 10
215 West 125th Street
New York, NY, 10027

Inez E. Dickens
NYC Council Member
District 9
163 W. 125 Street
New York, NY 10027

Amanda M. Burden
Chair of City Planning (Zoning)
22 Reade St.
Third Floor
New York, NY 10007

New York City Department of Transportation
Brooklyn Borough Commissioner
Margaret Forgione
55 Water Street, 9th Floor
New York, NY 10041

Manhattan County Clerk's Office
Norman Goodman, County Clerk
60 Centre Street, Room 161
New York, NY 10007

Ms. Letitia James
Public Advocate
1 Centre Street, 15th Floor
New York, NY 10007
Email: kjfoey@pubadvocate.nyc.gov

Hon. John Liu
Office of the Comptroller
1 Centre Street
New York, NY 10007
Email: intergov@comptroller.nyc.gov

Hon. Daniel Squadron
NYS Senator
250 Broadway Suite 2011
New York, NY 10007

Hon. Joseph R. Lentol
NYS Assembly Member
619 Lorimer Street
Brooklyn, NY 11211

Hon. Charles Schumer
U.S. Senator
757 Third Avenue, Suite 17-02
New York, NY 10017

Hon. Kirsten Gillibrand
U.S. Senator
780 Third Avenue, Suite 2601
New York, NY 10017

Hon. Nydia M. Velazquez
U.S. House of Representatives
266 Broadway, Suite 201
Brooklyn, NY 11211

John Wuthenow
Office of Environmental Planning & Assessment
NYC Dept. of Environmental Protection
96-05 Horace Harding Expressway
Flushing, NY 11373

Dr. Robert Kulikowski
Director
NYC Office of Environmental Coordination
253 Broadway – 14th Floor
New York, NY 10007

Daniel Walsh
NYC Department of Environmental Remediation
100 Gold Street
New York, NY 10038

Veronica M. White
Commissioner
NY City Dept of Parks & Recreation
The Arsenal Central Park
830 Fifth Avenue
New York, NY 10065

Central Park Conservancy
14 E. 60th Street
New York, NY, 10022

4.2 Adjacent Property Owner Contacts

Properties adjacent to the project site are shown in **Figure 4**. Contact information for the identified owners, as listed in the New York City ACRIS Database, are as follows:

East

1. West 111 St. Rehab Association
240 W. 111th Street
New York, NY 10026-4194

Property Manager:
Jeffrey Wein
ABC Management Corp.
152 W. 57th Street, 12th Floor
New York, NY 10019

2. 241 Realty Associates,
241 West 110th Street Realty Associates
1776 Broadway Suite 302
New York, NY 10019-2002

Property Manager:
Beshiri Ramazan
Mann Realty Associates
1776 Broadway
23rd Floor
New York, NY 10019

West

3. Towers On The Park Condo
C/O Tudor Realty Services Corp.
250 Park Avenue South
New York, NY 10003-1402

Property Manager:
Christine Ang
Tudor Realty
250 Park Ave South, 4fl
New York, NY 10003

North

4. 301 West 111-2051 8 LLC
C/O E&M Associates LLC
1465a Flatbush Avenue
Brooklyn, NY 11210-2428

Property Manager:
Glen Forde
301, 303, 311 West 11, LLC
95 Delancey Street
New York, NY 10002

5. 301 West 111-2051 LLC
C/O E&M Associates LLC
1465a Flatbush Avenue
Brooklyn, NY 11210-2428

Property Manager:
Ephraim Weiss
E&M Bronx Associates
975 Walton Avenue
Bronx, NY 10452

6. Housing Preservation & Development

134 Broadway #77
Brooklyn, NY 11211-6031

Property Manager:
Charles Hill
Tower Associates
60 East 42nd Street
New York, NY 10165

4.3 Local News Media

Amsterdam News

2340 Frederick Douglass Blvd
New York, NY 10027
(212) 932-7400

New York Times

620 Eighth Ave.
New York, NY 10018

New York Daily News

450 W. 33rd Street
New York, NY 10001

New York Post

1211 Avenue of the Americas
New York, NY 10036-8790

4.4 Public Water Supplier

New York City Department of Environmental Protection
Bureau of Water Supply
1250 Broadway - 8th Floor
Manhattan, NY 10001

4.5 Requested Contacts

No requests have been made at this time.

4.6 Schools and Daycare Facilities

The following Schools and Daycare facilities were identified within a one-quarter mile radius of the project site (see **Figure 5**):

- 1 Opportunity Charter School
240 W 113th Street
New York, 10026
(212) 866-6137
opportunitycharter.org
Attn: Leonard Goldberg
- 2 Nursery North Infant & Child
2094 8th Avenue
New York, NY 10026
(212) 222-4404
nursery-daycare.com
Attn: Lenore Levy Lupie
- 3 Wadleigh Secondary School for the Performing And Visual Arts
215 W 114th Street
New York, NY 10026
(212) 749-5800
schools.nyc.gov
Attn: Tyee Chin
- 4 Peartree Preschool
132 W 112th St, New York, NY 10026
(347) 514-6001
peartreenyc.com
Attn: Denise Adusei
- 5 Aichhorn School
23 W 106th St, New York, NY 10025
(212) 316-9357
aichhorn.org
Attn: Michael A. Pawel, MD, Executive Director

4.7 Document Repository

The following location will serve as a repository for public access to documents generated under the BCP program:

New York Public Library - 115th Street Branch

203 W. 115th Street
New York, NY 10026
(212) 666-9393

Hours:

Monday	12:00 pm – 7:00 pm	Thursday	11:00 am – 6:00 pm
Tuesday	11:00 am – 6:00 pm	Friday	10:00 am – 5:00 pm
Wednesday	12:00 pm – 7:00 pm	Saturday	10:00 am – 5:00 pm
Sunday	Closed		



ENVIRONMENTAL BUSINESS CONSULTANTS

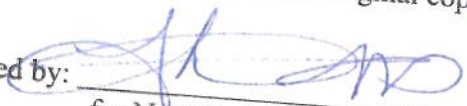
December 18, 2013

New York Public Library - Harlem
203 West 115th Street
New York, NY 10026
(212) 666-9393

**Re: NYS Brownfield Cleanup Program Application
Former 110th Service Station, 2040 Frederick Douglas Blvd, New York, NY**

In compliance with the requirements of the NYSDEC Brownfield Clean-up Program, the New York Public Library, 115th Street Harlem Branch, located at 203 West 115th Street, New York, NY 10026 agrees to serve as a designated repository for the above referenced project to facilitate citizen access to project documents such as Work Plans, Technical Specifications and Investigative Reports.

Please sign below and return the original copy to our office at the address shown below.

Accepted by:  Date 12/23/2013
for New York Public Library - 115th Street Harlem Branch



ENVIRONMENTAL BUSINESS CONSULTANTS

1800 Middle Country Road
Ridge, NY 11961

Phone 631.504.6000
Fax 631.924.2870

5.0 LAND USE FACTORS (Application Section IX)

5.1 Current Property Use (Question 1)

The Site is currently a vacant service station. The Site was occupied by an Amoco Service Station from 1999 to 2004 and by an Exxon-branded Service Station from 2005 to 2010. The Service Station closed in December 2013. Further information on the historic use of the property is provided in *Section 3.0 - Environmental History*.

5.2 Intended Post Remediation Property Use (Question 2)

The requestor intends to construct a new 12-story multi-use building with full cellar and sub-cellar levels covering the entire building footprint. The project features 2-levels of sub-grade parking, subgrade and first floor retail space, community facility space and 53 residential apartments (42 market rate, 11 affordable housing). Further details of the proposed project are provided in *Section 2.0 - Project Description*.

5.3 Surrounding Land Use (Question 14)

The Site is uniquely situated opposite the northwest corner of Central Park. The surrounding land use (**Figure 6**) is primarily residential or a mix of first floor retail and residential to the east, west and south, along with a mix of commercial and residential uses to the north. Morningside Park is one block to the west with the Columbia University campus located just northwest of the park. There are several buildings which have been assigned landmark status within 1/2 mile of the project Site.

Compliance with Current Zoning (Question 4)

The property is currently zoned R8A residential with a C1-4 commercial overlay. Apartment buildings in R8 districts can range from mid-rise, eight-story to ten-story buildings to much taller buildings set back from the street on large zoning lots. R8 districts are also widely mapped in Manhattan neighborhoods, such as Washington Heights. New buildings in R8 districts may be developed under either height factor regulations or the optional Quality Housing regulations that often reflect the older, pre-1961 neighborhood streetscape. The contextual Quality Housing bulk regulations, which are mandatory in R8A districts, typically result in high lot coverage 10-story to 12-story apartment buildings, set at or near the street line. Limitations on the base height and maximum building height of new buildings ensure compatibility with existing buildings on the street.

C1-1 through C1-5 and C2-1 through C2-5 districts are commercial overlays mapped within residence districts. Mapped along streets that serve local retail needs, they are found extensively throughout the city's lower- and medium-density areas and occasionally in higher-density districts. Typical retail uses include neighborhood grocery stores, restaurants and beauty parlors. C2 districts permit a slightly wider range of uses, such as funeral homes and repair services. In mixed buildings, commercial uses are limited to one or two floors and must always be located below the residential use.

The proposed project is compatible with the surrounding land use and will be in compliance with the current zoning.

Compliance with Land Use Plans (Question 5)

2040 Frederick Douglass Boulevard sits at the southern end of the 2003 New York City Department of City Planning (DCP) Frederick Douglass Boulevard Rezoning initiative. This initiative was spearheaded by DCP in order to encourage contextual residential development with ground floor retail along the corridor. 2040 Frederick Douglass Boulevard is one of the last undeveloped properties since the rezoning. The building's contextual design with frontage on the street will connect the Frederick Douglass corridor both physically and thematically to Manhattan Valley and Central Park West. The planned ground-floor retail and community facility conform to DCP's vision for a vibrant mixed-use neighborhood.

Additionally, the development of 2040 Frederick Douglass Boulevard is a result of a winning bid with the New York City Economic Development Corporation to enhance the use of this underutilized lot. According to NYCEDC, the goals of the project included establishing ground floor retail, a not-for-profit community facility space, and residential development, all criteria that are met by this proposal.

The proposed project will be in compliance with the current land use plans as identified in the Frederick Douglass Boulevard Rezoning action (CEQR No. 03DCP026M) adopted by the City on November 6, 2003 (**Attachment E**).

5.4 Environmental Zone

In October 2003, the New York State Brownfield Cleanup Program was signed into law under Title 14 of the ECL, Article 27. The law directed New York State's economic development agency, Empire State Development (ESD) to designate Environmental Zones (En-Zone) in which tax credits offered under the BCP are enhanced. The subject site is within Census Tract 216 which is a designated En-Zone (see **Figure 7**). Census Tract 216 has a poverty rate of 31.46 percent and an unemployment rate of 20.35 percent which meets the Part A eligibility criteria for an Environmental Zone. Part A eligibility requires a poverty rate of greater than 20 percent and an unemployment rate of greater than 8.868 percent.

5.5 Environmental Justice Area

As shown on **Figure 8**, the properties are located within a potential environmental justice area. The NYSDEC defines a potential environmental justice area as a "minority or low-income community that may bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.

Environmental justice means the fair treatment and meaningful involvement of all people regardless of race, color, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people, including a racial, ethnic, or socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.

5.6 Groundwater Vulnerability (Question 15)

Groundwater at the Site is present under water table conditions at a depth of approximately 32 feet below grade. Based on site specific references, groundwater flow is expected to be southwest toward the Central Park. Groundwater at the site has been affected by the VOC contamination identified in soil and by the historic use of the property.

Impact to drinking water is not an immediate concern to the buildings downgradient of the Site as all water for the area is supplied by the NYC Municipal water supply system.

Vapor intrusion, from impacted soil and /or groundwater at the Site, to any new development on the Site is a potential concern that will be investigated further under the Remedial Investigation.

5.7 Site Geography and Geology (Question 16)

The geologic setting of Manhattan is well documented and consists of crystalline bedrock overlain by layers of unconsolidated deposits. The bedrock is a high-grade metamorphic rock consisting of a sequence of Cambrian and Ordovician age gneiss, schistose-gneiss, and marble. The bedrock is characterized by numerous faults and fractures, many of which contain groundwater. Unconsolidated sediments overlie the bedrock and consist of Pleistocene aged sand, gravel and silty clays, deposited by glacial-fluvial activity.

According to the USGS topographic map for the area (Central Park Quadrangle), the elevation of the property is approximately 49 feet above mean sea level. The topography within the immediate area is relatively flat with a slight slope to the southeast.

No portion of the Site is located within a designated flood zone area. As shown on **Figure 9**, the nearest flood zone area is located along the eastern banks of the Hudson River 0.75 miles to the west.

FIGURES

73°59.000' W

73°58.000' W

73°57.000' W

WGS84 73°56.000' W

40°50.000' N

40°49.000' N

40°48.000' N

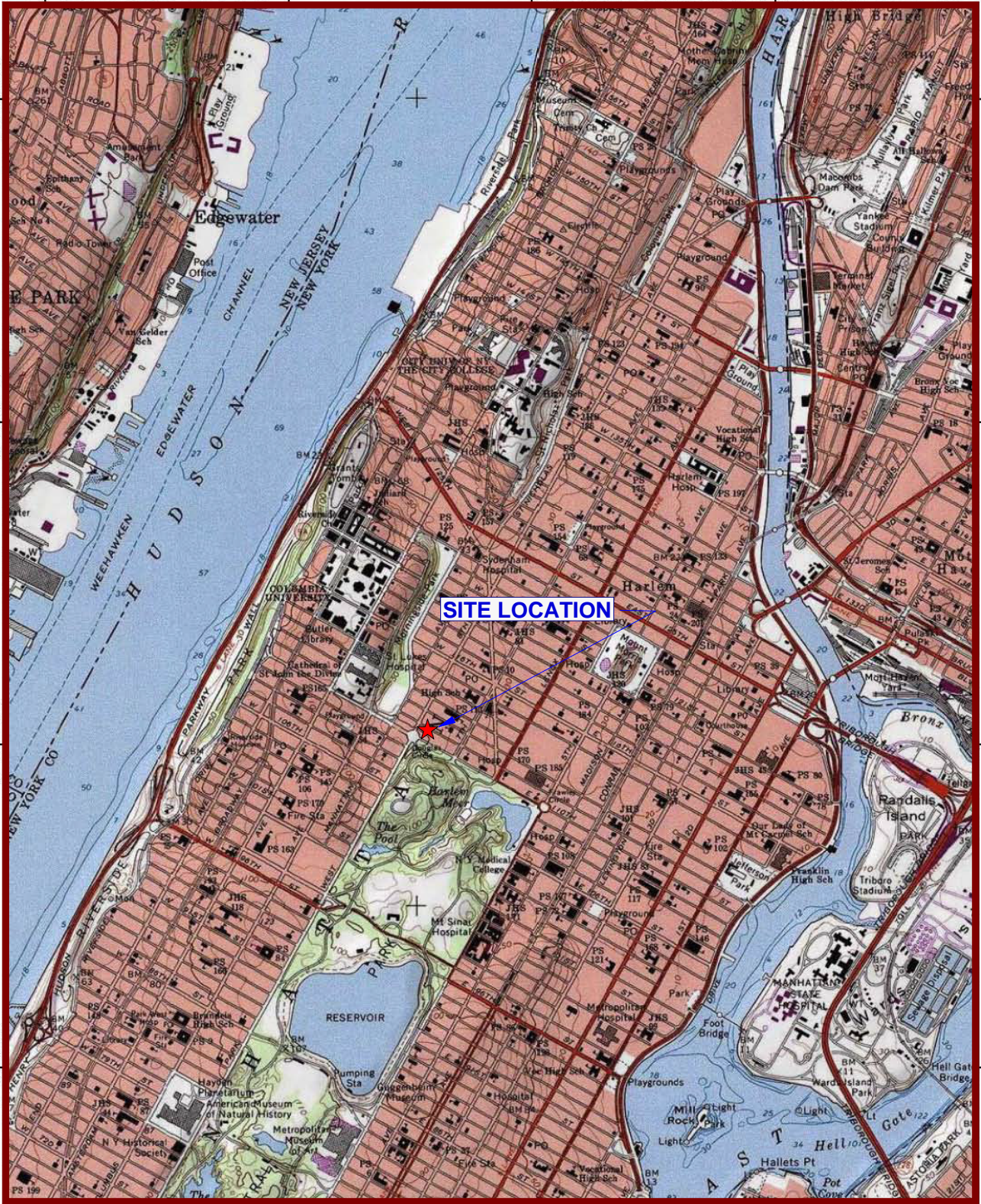
40°47.000' N

40°50.000' N

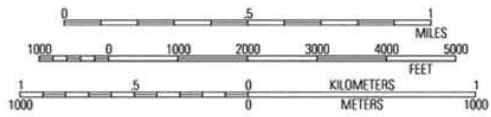
40°49.000' N

40°48.000' N

40°47.000' N



USGS Central Park Quadrangle. 1995. Contour Interval = 10 feet

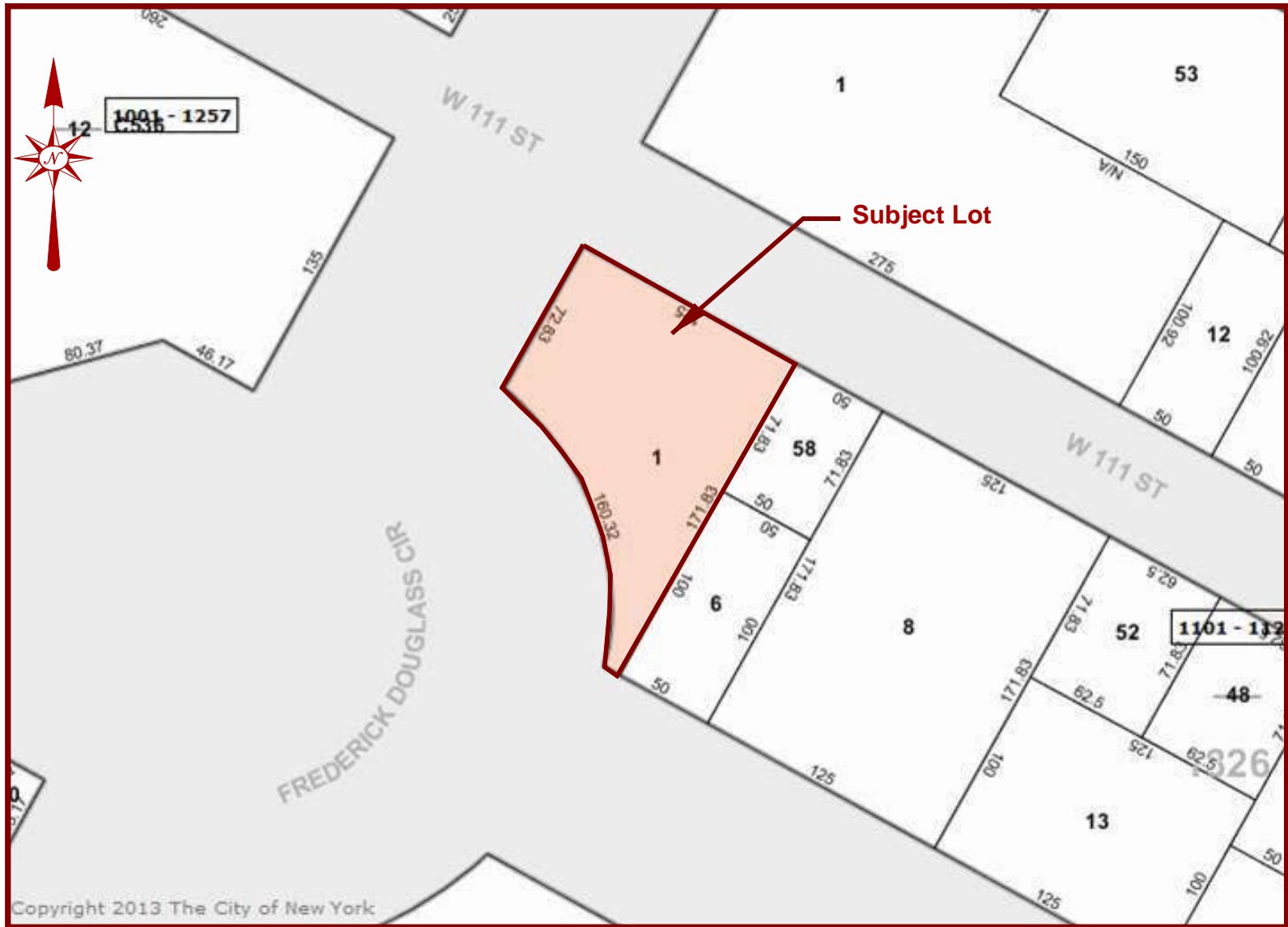


Phone 631.504.6000
 Fax 631.924.2870

ENVIRONMENTAL BUSINESS CONSULTANTS

FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLASS BOULEVARD, HARLEM, NY

FIGURE 1 TOPOGRAPHIC MAP



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 1808 MIDDLE COUNTRY ROAD, RIDGE, NY 11961

Phone 631.504.6000
 Fax 631.924.2780

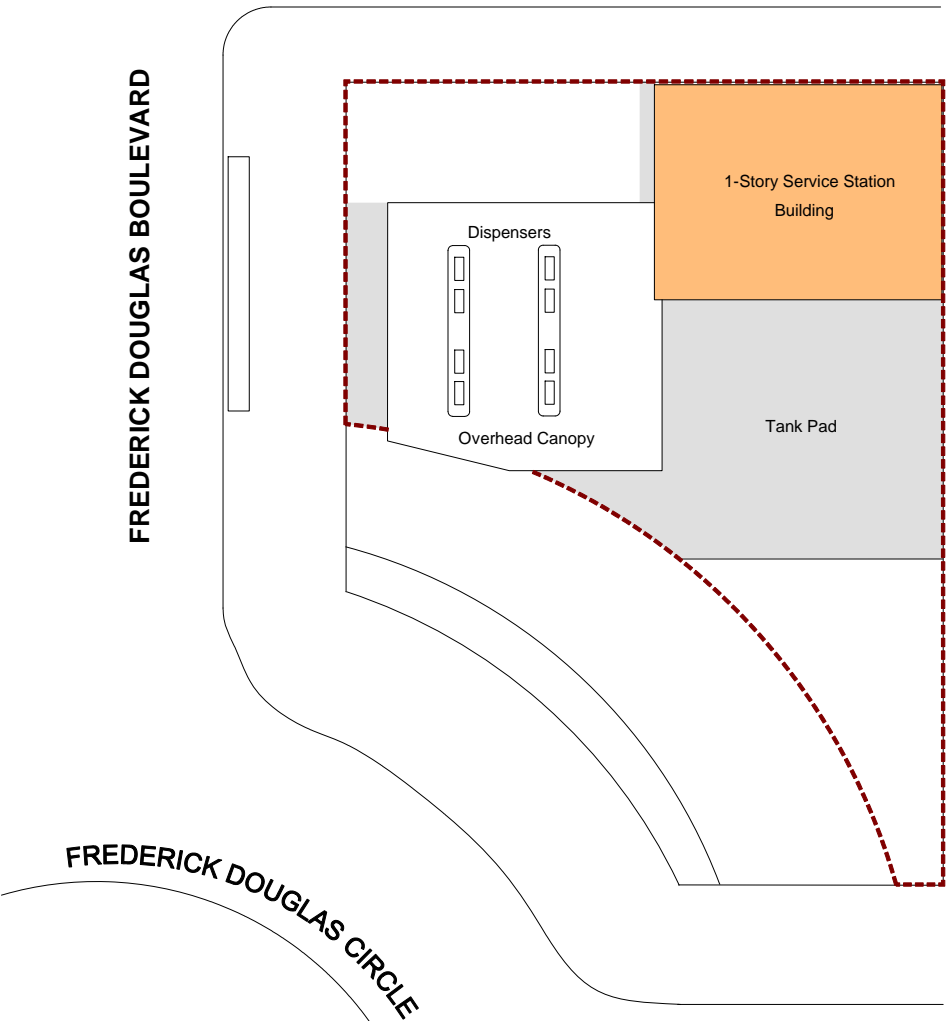
FORMER 110TH STREET SERVICE STATION
 2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

FIGURE 2 NYC TAX MAP



W. 111th STREET

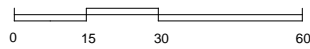
FREDERICK DOUGLAS BOULEVARD



KEY

--- Property Line

CENTRAL PARK NORTH (W. 110th STREET)



1 Inch = 30 feet



Phone 631.504.6000
Fax 631.924.2870

ENVIRONMENTAL BUSINESS CONSULTANTS

FIGURE

3

FORMER 110TH STREET SERVICE STATION

SITE ADDRESS: 2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

DRAWING TITLE: SITE PLAN



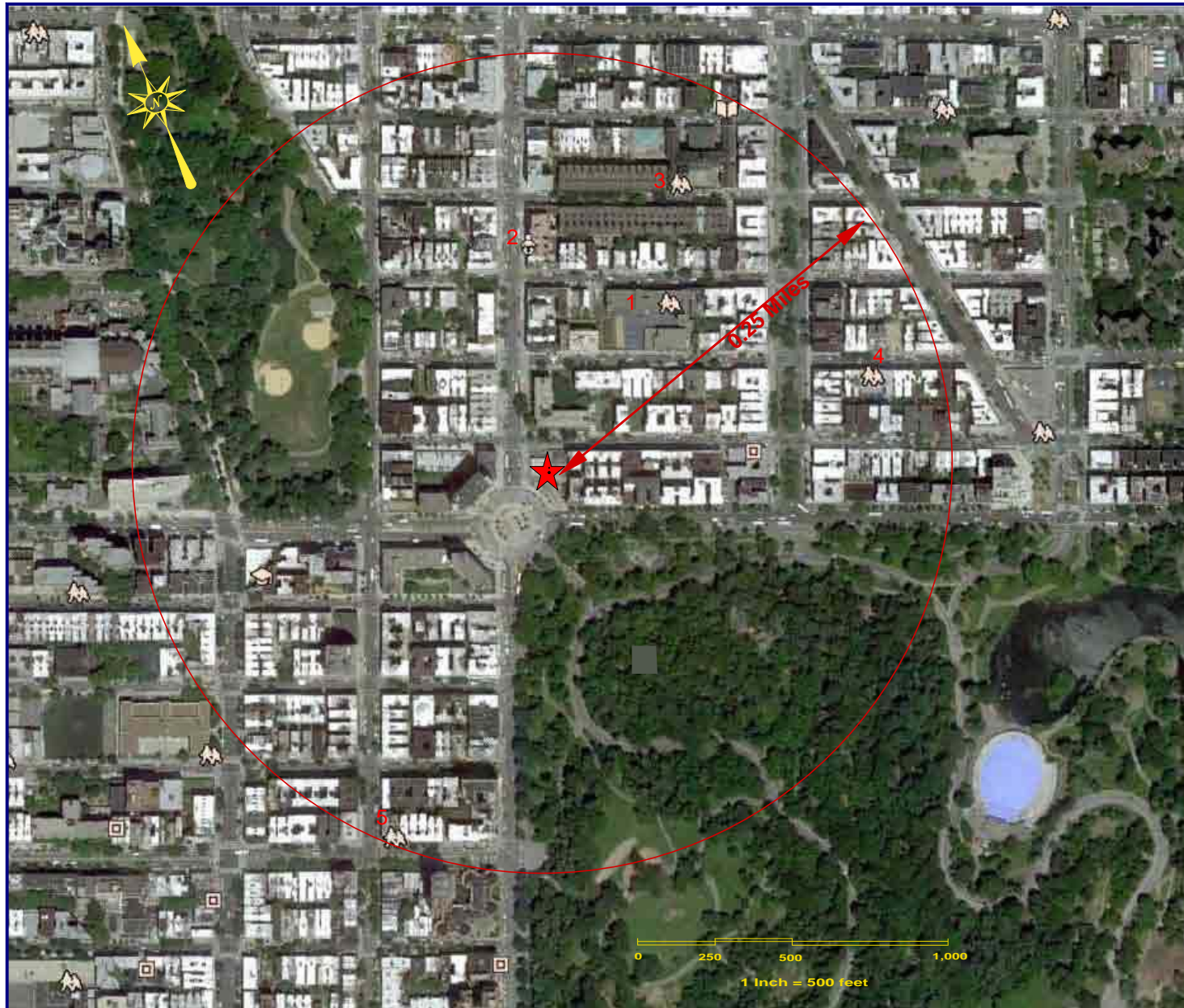
ENVIRONMENTAL BUSINESS CONSULTANTS
 1808 MIDDLE COUNTRY ROAD, RIDGE, NY 11961

Phone: 631.504.6000
 Fax: 631.924.2780

FORMER 110TH STREET SERVICE STATION
 2040 FREDERICK DOUGLAS BLVD., HARLEM, NY

FIGURE 4

PROJECT SITE AND
 ADJACENT PROPERTIES



EBC

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1808 MIDDLE COUNTRY ROAD, RIDGE, NY 11961

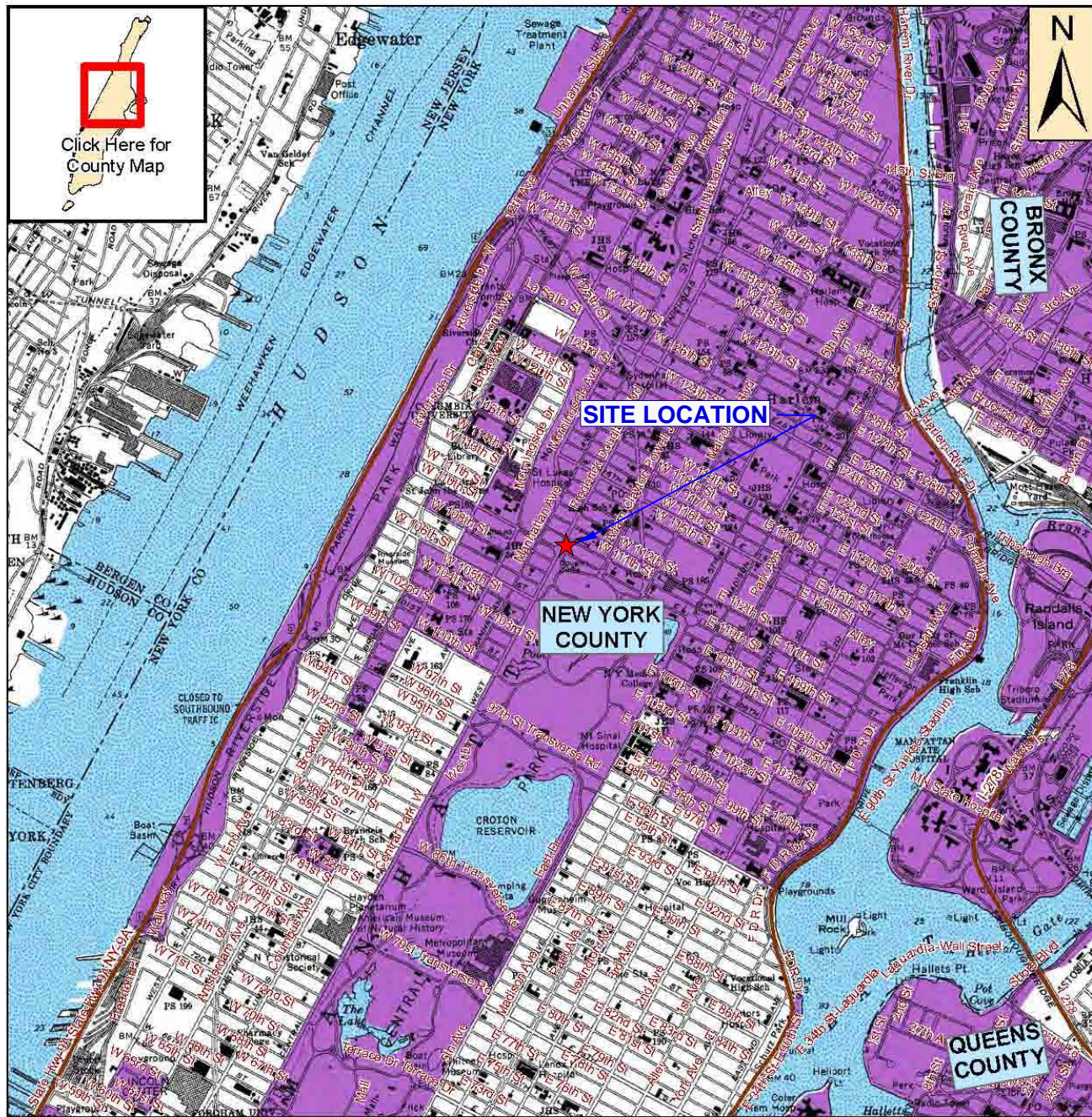
Phone 631.504.6000
Fax 631.924.2780

FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

FIGURE 5

AREA SCHOOLS &
DAYCARE CENTERS

Potential Environmental Justice Areas in North Central New York County (Manhattan), New York



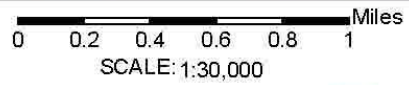
Click Here for County Map

This computer representation has been compiled from supplied data or information that has not been verified by EPA or NYSDEC. The data is offered here as a general representation only and is not to be used for commercial purposes without verification by an independent professional qualified to verify such data or information.

Neither EPA nor NYSDEC guarantees the accuracy, completeness, or timeliness of the information shown and shall not be liable for any loss or injury resulting from reliance.

Data Source for Potential Environmental Justice Areas: U.S. Census Bureau, 2000 U.S. Census

- Legend**
- Potential EJ Area
 - County Boundary
 - Waterbodies

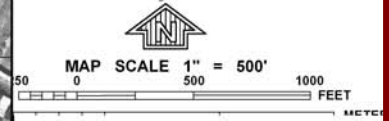


For questions about this map contact:
 New York State Department of Environmental Conservation
 Office of Environmental Justice
 625 Broadway, 14th Floor
 Albany, New York 12233-1500
 (518) 402-8556
 e|@gw.dec.state.ny.us





National Flood Insurance Program at 1-800-638-6620.



NFIP PANEL 0087F

FIRM
FLOOD INSURANCE RATE MAP

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

PANEL 87 OF 457
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:
COMMUNITY NUMBER PANEL SUFFIX
NEW YORK CITY OF 360497 0087 F

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
3604970087F

MAP REVISED
SEPTEMBER 5, 2007

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



ENVIRONMENTAL BUSINESS CONSULTANTS
1808 MIDDLE COUNTRY ROAD, RIDGE, NY 11961

Phone: 631.504.6000
Fax: 631.924.2780

FORMER 110TH STREET SERVICE STATION
2040 FREDERICK DOUGLAS BOULEVARD, HARLEM, NY

FIGURE 9

**FEMA FLOOD
ZONE MAP**

ATTACHMENT A
Proof of Ownership - Property Deed

BARGAIN AND SALE DEED

WITHOUT COVENANT

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

- to -

CRESCENT 110 EQUITIES LLC

Location: 2040 8th Avenue
New York, New York

Description: Block No.: 1826
Lot No.: 1
New York County
Official Tax Map

December 18, 2013

After recording, please return to:

Benjamin F. Kursman, Esq.
Crescent 110 Equities LLC
c/o Artimus
316 West 118th Street
New York, NY 10026

THIS INDENTURE , dated as of December 18, 2013 (herein sometimes called this "Deed", between NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION ("Grantor"), a local development corporation organized pursuant to Section 1411 of the New York State Not-for-Profit Corporation Law, having its principal office at 110 William Street, New York, New York 10038, and CRESCENT 110 EQUITIES LLC ("Grantee"), a Delaware limited liability company, having its principal place of business at c/o Artimus, 316 West 118th Street, New York, NY 10026.

WITNESSETH

WHEREAS, Grantor, in consideration of the sum of [REDACTED] [REDACTED] and other valuable consideration, does hereby grant and release unto Grantee, its successors and assigns forever:

A certain parcel of land and improvements thereon in the Borough of Manhattan, identified as Block 1826, Lot 1, on the Tax Map for such borough (the "Property"), and more particularly bounded and described as follows:

(remainder of page is blank)



NEW YORK METRO
800-853-4803
212-922-1593 fax
stewartnewyork.com

SCHEDULE A – DESCRIPTION

Title No.: ST13-17167

REVISED 8/26/13

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, City and State of New York, being known and designated as Block 1826, Lot 1, on the tax map dated March 17, 1975, for the Borough of Manhattan, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of One Hundred Eleventh Street with the easterly side of Eighth Avenue;

RUNNING THENCE southerly along the easterly side of Eighth Avenue 72 feet 10 inches to the intersection of the easterly side of Eighth Avenue with the northerly side of Frederick Douglas Circle;

THENCE along said Frederick Douglas Circle in a southerly direction on a curve to the right with a radius of 142 feet and a central angle of 64 degrees 41 minutes 31 seconds a distance of 160 feet 4 inches per deed (160.333 feet per survey) to the northerly side of Cathedral Parkway;

THENCE easterly along said side of Cathedral Parkway a/k/a Central Park North and 110th Street a distance of 9 feet 8 and $\frac{3}{4}$ inches;

THENCE RUNNING northerly and at right angles to the last described line a distance of 171 feet 10 inches to the southerly side of West 111th Street;

THENCE RUNNING westerly along said side of West 111th Street a distance of 125 feet to the point or place of **BEGINNING**.

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, City and State of New York, being known and designated as Block 1826, Lot 1, on the tax map dated March 17, 1975, for the Borough of Manhattan, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of One Hundred Eleventh Street with the easterly side of Eighth Avenue;

RUNNING THENCE southerly along the easterly side of Eighth Avenue 72 feet 10 inches to the intersection of the easterly side of Eighth Avenue with the northerly side of Frederick Douglas Circle;

THENCE along said Frederick Douglas Circle in a southerly direction on a curve to the right with a radius of 142 feet and a central angle of 64 degrees 41 minutes 31 seconds a distance of 160 feet 4 inches to the northerly side of Cathedral Parkway;

THENCE easterly along said side of Cathedral Parkway a/k/a Central Park North and 110th Street a distance of 9 feet 8 and 1/2 inches;

THENCE RUNNING northerly and at right angles to the last described line a distance of 171 feet 10 inches to the southerly side of West 111th Street;

THENCE RUNNING westerly along said side of West 111th Street a distance of 125 feet to the point or place of BEGINNING.

See attached Sched. A.

Together with (i) all improvements which may be located thereon as of the date hereof; (ii) all right, title and interest of Grantor in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to the premises described above or any portion thereof by reason of any change of grade of any street; (iii) all appurtenances and all the estate and rights of Grantor in and to said premises; and (iv) all rights, privileges, grants and easements appurtenant to Grantor's interest in the premises, if any, including, without limitation, all of Grantor's right, title and interest, if any, in and to all easements, licenses, covenants and other rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the premises, including without limitation rights of way, vaults, strips, gores, easements, hereditaments and appurtenances in the premises described above.

TO HAVE AND TO HOLD said premises herein granted unto Grantee, the successors

and assigns of Grantee forever.

(a) Grantee, on behalf of itself, its successors and assigns, covenants, by the date (the “Scheduled Commencement Date”) which is eighteen (18) months after the date hereof, to commence construction on the Property of a mixed use residential/commercial/community-oriented facility use building, containing a minimum of 50,000 square feet of “floor area” (as such term is defined in Section 12-10 of the Zoning Resolution of the City of New York, but excluding from such term any area used for parking), comprised of, without limitation, (i) approximately 56 residential units, of which not less than twenty percent (20%) of such units shall be set aside for ‘affordable housing’ units and limited to ownership and occupancy by persons who would qualify under a Low-Income Affordable Marketplace Program (currently, persons or households having income of not greater than 125% “Area Median Income” for the New York City region (as determined in accordance with regulations of the United States Housing and Urban Development, or its successor-in-function)), (ii) a “community-oriented facility”, to be situated at or above street grade, comprised of not less than 8600 square feet of floor area, whose use shall be for instruction, classes, workshops, exhibitions and/or other uses involving activities in the arts, theatre, athletics and/or other cultural/educational/physical fitness and other personal improvement or benefit purposes, which shall principally serve or be available to residential owner-occupants and residential tenants within the area in which the Property is situated, i.e., generally, the west side of upper Manhattan (it is hereby agreed that use and occupancy for rehearsal/class space or the Millenium Dance Company (<http://www.themillenniumdancecompany.com>) is hereby deemed to be an acceptable use for purposes of this clause (ii)), and (iii) retail and/or commercial space (which may include, without limitation, restaurant use) comprised of not less than 8,000 square feet of floor area, and to

complete such construction by a date that is (i) thirty six (36) months from the date that is the earlier of (A) the Scheduled Commencement Date, and (B) the date of commencement of construction, plus (ii) one additional day for each day that Grantee commences construction prior to the Scheduled Commencement Date. Area Median Income shall be determined by the most recently filed federal income tax returns of the purchaser/tenant for the calendar year that is not earlier than two calendar years immediately prior to the calendar year in which the lease or purchase of such residential condominium unit is taking place. For purposes of this Deed, (A) “commence construction”, “commencement of construction” and similar phrases shall mean the date the Grantee has obtained permits from the New York City Department of Buildings or its successor-in-function (“DOB”) for demolition of the existing improvements on the Property, and has started such demolition work, and (B) “complete construction”, “completion of construction” and similar phrases shall mean the issuance of the earlier of a temporary or permanent certificate of occupancy for the development described above in this paragraph (a) by DOB. Each of the time periods set forth in this paragraph (a) shall be deemed to be extended by the number of days, if any, that Grantee shall be prevented or delayed from commencing or completing such construction on the Property by reason of any “Unavoidable Delay(s)”. For purposes of this Deed, “Unavoidable Delay(s)” means delays beyond the reasonable control of Grantee which have the effect of delaying Grantee’s performance of its obligations hereunder and which are due to, as applicable, strikes, slowdowns, walkouts, lockouts, acts of God, catastrophic weather conditions (such as floods, extraordinary high water conditions, unusually high tides, unusual and prolonged heat or cold conditions, hurricanes or other extraordinary wind conditions, or extraordinary rain, snow, sleet or earthquakes or tornadoes), unforeseen environmental contamination conditions, court orders enjoining construction work on the Property, or pendency

of litigation seeking such court orders, enemy action (including undeclared wars), civil commotion, riot, terrorism, extraordinary public security measures such as martial law or quarantine of an area in which the Property is located, fire, casualty, unavailability of materials notwithstanding Grantee's commercially reasonable efforts to obtain such materials, or other cause not within Grantee's reasonable control that is causing a delay in Grantee's performance of its obligations hereunder, of which Grantee shall have notified Grantor in writing, stating when such delay commenced (provided, that inability to obtain financing shall not constitute an Unavoidable Delay); provided that if Grantee does not so notify Grantor by the date that is ten (10) business days after any Managing Principal (as hereinafter defined) of Grantee has first received actual knowledge of the occurrence of any of the foregoing conditions, then such delay, for purposes of this Agreement, shall be deemed to have not commenced until the date on which Grantee shall first give notice to Grantor of such delay.

(b) Grantee, on behalf of itself, its successors and assigns, covenants that,

(i) for a period of eight (8) years from the date of completion of construction, the Property shall be used for community-oriented facility space purposes to the extent development of the Property for such use is required by clause (ii) of paragraph (a) above of this deed, and

(ii) for a period of twenty (20) years from the date of completion of construction, the Property shall be used for affordable housing purposes to the extent development of the Property for such use is required by clause (i) of paragraph (a) above of this deed,

and, to the extent the Property is subject to such requirements, for no other purposes except

(y) retail, commercial and/or residential uses in the remaining building

space, and

(z) any other uses consented to in writing by Grantor.

After the eight (8) year period referred to above in clause (i) of this paragraph (b), the Property may be used but shall not be required to be used for community-oriented facility space purposes and may be used for any lawful use(s), subject to the provisions of clause (ii) of this paragraph (b), and after the twenty (20) year period referred to above in clause (ii) of this paragraph (b), the Property may be used for any lawful use(s).

(c) Grantee, on behalf of itself, its successors and assigns, covenants that, until

(i) completion of construction of the improvements required pursuant to paragraph (a) hereof,

(ii) not less than fifty five percent (55%) of the residential units (by number of units) have been sold or leased to bona fide Grantees or tenants,

(iii) the community-oriented facility has been initially sold or initially leased to a bona-fide arms-length Grantee or one or more tenant(s) for purposes complying with paragraph (a) hereof, and

(iv) Grantee has delivered to Grantor written notice of compliance with clauses (ii) and (iii) hereof and includes therewith reasonable evidence of such compliance (*i.e.*, certified copies of deeds and/or leases, and federal income tax returns of residential unit purchases or leases, with respect to affordable housing units),

it shall not convey the Property (or any improvements thereon) or any interest in either, except with the prior written approval of Grantor.

(d) The restrictions and covenants of paragraph (c) shall not

prohibit, or apply to,

(i) the conversion of the Property to condominium ownership and/or the sale or transfer (including, without limitation, any transfer resulting from an Enforcement Sale) of residential, community-oriented facility or retail/commercial condominium units in the Property;

(ii) a residential, community space or retail or commercial space lease complying with the terms and conditions of paragraph (a) of this deed;

(iii) any Enforcement Sale (as hereinafter defined) or a transfer in lieu of such Enforcement Sale under one or more mortgage(s) or other security interests held by one or more institutional lender(s) which, (A) prior to completion of construction, secures financing with regard to the purchase of the Property by Grantee (or a Subsequent Grantee (as hereinafter defined)) or construction financing with regard to construction on the Property or a permanent "take-out" loan with regard to such construction financing, or any one or more subsequent refinancing(s) of the then outstanding principal balance of any of the aforementioned financings or refinancings (any which refinancing may include additional loan proceeds for construction costs for improvements, repairs or replacements to the Property and for Costs of Financing (as hereinafter defined)), nor to any sale or other transfer subsequent to such an Enforcement Sale or transfer in lieu of foreclosure, and (B) after completion of construction, secures financing, without restriction as to purpose, and to any transfer subsequent to the foregoing. Any mortgage and/or security interest described in the immediately preceding clauses (A) or (B) of this subparagraph (d)(iii) is herein referred to as a "Permitted Mortgage"; or

(iv) a Permitted Mortgage (the holder of a Permitted Mortgage is hereinafter referred to as a "Permitted Mortgagee").

For purposes of this Deed:

(A) the term "Costs of Financing", shall mean any and all costs and expenses incurred by the mortgagor or its affiliate in connection with any loan or financing secured by a mortgage on the Property or any part thereof, including, without limitation, points payable to lender, lender's fees, brokerage commissions, reserves required by the lender, title insurance premiums, title search, recording and filing expenses and charges and other title company charges, fees and expenses of attorneys and other professionals, expenses of obtaining interest rate hedges and mortgage recording taxes.

(B) the term "Subsequent Grantee", as used in this deed, means any person, trust or entity who or which acquires title to the Property or any part thereof by (x) purchase at an Enforcement Sale (as hereinafter defined) or by deed or transfer of title in lieu of an Enforcement Sale, or (y) deed or other transfer of title from any Permitted Mortgagee which shall have acquired title to the Property or any part thereof by Enforcement Sale or deed or transfer in lieu of such sale.

(C) the term "Enforcement Sale", as used in this deed, means a foreclosure sale or other sale effectuated pursuant to the enforcement of any of the rights and remedies under a Permitted Mortgage.

In addition to the foregoing, until compliance with the conditions set forth in paragraph (c) hereof, any additional member in Grantee, and any change in the interest of any member of Grantee in Grantee, must be approved in writing by Grantor; provided, however, that such approval of Grantor shall not be required as long as one or more individual principals are (is)

manager(s) or managing member(s) of Grantee or are directly or indirectly in control of one or more entity or entities that are (is) manager(s) or managing member(s) of Grantee (any such principal herein called a "Managing Principal"). If any such approval of Grantor is so required, Grantee agrees to provide Grantor with such information as Grantor needs in deciding whether to give any approval required hereby. Any request for approval by Grantor of any of the above matters, and any notice to Grantor, and any notice of approval or disapproval by Grantor, shall be in writing and given by mailing the same by certified or registered mail addressed as follows: if to Grantor, New York City Economic Development Corporation, 110 William Street, New York, New York 10038, Attn: General Counsel, with a copy to Executive Vice President for Real Estate Transaction Services; if to Grantee, c/o Artimus, 316 West 118th Street, New York, NY 10026, Attn: Ronen Haron; with a copy to Benjamin F. Kursman, Esq., at the aforesaid address of Grantee; or to such other address as either party designates to the other in writing. Notwithstanding the foregoing provisions of paragraph (c) hereof, (i) any member of Grantee shall have the right, without the approval of Grantor but upon prior written notice to Grantor, to transfer such member's membership interest to one (1) or more of such member's "Immediate Family Members" (hereinafter defined) and/or a trust(s) or other entity or entities formed for the benefit of such Immediate Family Member(s) by gift, sale, by will, devise, by inheritance or otherwise for or in connection with estate planning purposes, so long as one or more individual principals are (i) manager(s) or managing member(s) of Grantee or are directly or indirectly in control of one or more entities that are (is) manager(s) or managing member(s) of Grantee; and (ii) no transfer of any membership interest in Grantee resulting from the death or legal incapacity of any member or manager of Grantee shall constitute or be construed as a violation of, or default by Grantee under any of the provisions of paragraph (c) hereof. For purposes hereof, an

“Immediate Family Member” of a member of Grantee shall be deemed to mean a parent, sibling, child, adopted child, grandchild or adopted grandchild and/or spouse or former spouse of such member.

(e) Condominium Unit owners. It is understood and agreed that notwithstanding anything to the contrary contained in the covenants, agreements, restrictions, right of re-entry, acquisition or reacquisition of title, obligations and/or other terms and provisions of this Deed (collectively, the “Deed Provisions”), upon the bona fide sale of a condominium unit for purposes complying with the Deed Provisions, (i) the transfer restrictions set forth in paragraph (c) shall no longer apply to or be enforceable against such condominium unit or to the common or limited common elements appurtenant thereto, (ii) Grantor’s rights and remedies under paragraph (j) hereof shall not be enforceable against such condominium unit or to the common or limited common elements appurtenant thereto, and in no event shall Grantor have the right to enforce any of its rights and remedies under paragraph (j) hereof so as to re-enter, acquire or re-acquire title to any such condominium units or to the common or limited common elements appurtenant thereto, and (iii) no condominium unit owner shall have any obligation with respect to or liability for any breach of the other Deed Provisions except with respect to those, and only those, Deed Provisions that continue to apply to such owner’s own condominium unit, and Grantor shall have exercise no rights or remedies against a condominium unit owner or the common or limited common elements appurtenant thereto except with respect to the condominium unit in such breach of the applicable Deed Provisions that continue to apply to such condominium unit. Notwithstanding the foregoing, (A) a bona fide sale of a residential condominium unit shall be considered “complying with the Deed Provisions” only if either (i) it satisfies the ‘affordable housing’ requirements of clause (i) of paragraph (a) hereof, or (ii) there

are a sufficient number of residential condominium units then remaining unsold such that the 'affordable housing' requirements of clause (i) of paragraph (a) hereof may be satisfied through the sale of such remaining units. Upon written request of Grantee, along with delivery to Grantor of such information as Grantor may reasonably request, with respect to the bona fide sale of any condominium unit complying with the Deed Provisions (including the provisions of this paragraph (e)), Grantor will deliver, to facilitate the closing of such a sale, within fifteen (15) business days of written request by Grantee, at no cost or expense to Grantor, a certificate in recordable form and otherwise in form and substance reasonably satisfactory to Grantor and Grantee, confirming (if appropriate) that the provisions of this paragraph (e) will apply upon such sale of a condominium unit. Upon the bona fide lease of any space on the Property in accordance with the Deed Provisions, (i) the transfer restrictions set forth in paragraph (c) shall not apply against such leasehold space during the term of the lease, (ii) Grantor's rights and remedies under paragraph (j) hereof shall not be enforceable against such leasehold space during the term of the lease, and in no event shall Grantor have the right to enforce any of its rights and remedies under paragraph (j) hereof so as to re-enter, acquire or re-acquire title to any such leasehold space during the term of the lease, and (iii) the tenant thereof shall not have any obligation with respect to any breach of the Deed Provisions except with respect to such tenant's own leasehold space, and Grantor shall exercise no rights or remedies against leasehold space except with respect to the leasehold space in such breach of the applicable Deed Provisions which continue to apply to such space. Notwithstanding the foregoing, (A) a bona fide lease of residential space shall be considered 'complying with the Deed Provisions' only if either (i) it satisfies the 'affordable housing' requirements of clause (i) of paragraph (a) hereof, or (ii) there are a sufficient number residential space units then remaining unleased such that the 'affordable

housing' requirements of clause (i) of paragraph (a) hereof may be satisfied through the lease of such remaining units. Upon the request of Grantee, Grantor will deliver to the tenant under any such lease, a non-disturbance agreement in recordable form, confirming (if appropriate) that the provisions of this paragraph (e) will apply upon such lease of space and whereby such tenant's rights shall not be disturbed by reason of the exercise by Grantor of any of its rights and remedies under the Deed Provisions, which agreement shall be in form reasonably satisfactory to Grantor and such tenant. In the case of a sale of a condominium unit or lease of space for residential purposes for which Grantee requests a certificate or non-disturbance agreement, or at any time upon request by Grantor, Grantee agrees to furnish such information as Grantor shall reasonably request (including, without limitation, copies of federal income tax returns with respect to any units being conveyed in compliance with the 'affordable housing' requirements of paragraph (a)) in order to determine compliance of such sale with the Deed Provisions.

(f) For the purposes of this deed, "institutional lender" shall mean a savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually or in a fiduciary capacity), an insurance company organized and existing under the laws of the United States or any state thereof, a religious, or educational institution, a federal, state or municipal employee's welfare, benefit, pension or retirement fund, any governmental agency or entity insured by a governmental agency, REIT, private equity fund, or any other entity actively engaged in commercial real estate financing, or any combination of the foregoing; provided, that each of the above entities shall qualify as an institutional lender only if it shall (a) be subject to the jurisdiction of the courts of the State of New York in any actions pertaining to or arising in connection with this deed, and (b) have net assets of not less than Two Hundred Fifty Million Dollars (\$250,000,000), or such lower amounts as are deemed acceptable in

Grantor's sole discretion. The term "institutional lender" shall also mean and include any nominee or affiliate of any entity qualifying as an "institutional lender" under the provisions of the immediately preceding sentence, as long as such nominee or affiliate shall be subject to the jurisdiction of the courts of the State of New York in any actions pertaining to or arising in connection with this deed.

(g) (intentionally left blank)

(h) The covenants set forth above in this deed shall run with the land.

(i) The transfer of the Property is subject to the trust fund provisions of Section 13 of the New York State Lien Law.

(j) Subject to paragraphs (k), (l) and (m) below, if paragraph (a), paragraph (b), or paragraph (c) above is not complied with in any material respect, then, except as otherwise expressly provided otherwise herein, Grantor, at its option, and after giving Grantee or any subsequent owner of the Property notice and 30 days opportunity to cure such default or non-compliance, shall, without paying Grantee or any subsequent owner of the Property or any improvements thereon any consideration, have the right to re-enter and reacquire the Property, together with any improvements thereon, except, however, that Grantor's reacquisition of the Property, together with any improvements thereon, shall be subject to the lien of any and all Permitted Mortgages, and Grantor's exercise or enforcement of any of its rights or remedies under the Deed Provisions shall not cut-off or otherwise adversely affect the lien of any Permitted Mortgage. Notwithstanding the foregoing, if such default or non-compliance cannot reasonably be cured by Grantee or any subsequent owner of the Property within said 30-day cure period, then said cure period will be extended for a reasonable time to permit the completion of the cure, provided that Grantee (or such subsequent owner) shall commence curing such default

or non-compliance within said 30-day period and thereafter prosecute the curing thereof with reasonable diligence and continuity (provided, that such extended cure period (i.e., beyond the aforesaid initial 30-day cure period) shall not be available for a transfer of the Property or interest in Grantee or its successors in interest in violation of this deed as described in paragraph (c)). Upon Grantor's exercise of such option to re-enter and reacquire, Grantee, or any subsequent owner of the Property and any improvements thereon, upon demand by Grantor, shall deliver to Grantor a deed(s), in form and substance reasonably satisfactory to Grantor, conveying the Property, together with any improvements thereon, to Grantor. Any reasonable attorney costs or fees incurred by Grantor in exercising the above right to re-enter and reacquire the Property, together with any improvements thereon, shall be paid by Grantee.

(k) (A) (intentionally left blank)

(B) Grantor shall give to each Permitted Mortgagee, at the address of the Permitted Mortgagee stated in a written notice given by the Permitted Mortgagee to Grantor in the manner set forth in paragraph (d) hereof for the giving of notices to Grantor, a copy of each notice of default of Grantee of the restrictions, covenants or provisions set forth in paragraphs (a), (b) or (c) hereof at the same time as it gives notice of such default to Grantee. The Permitted Mortgagee shall, in the case of any such default, have a period of thirty (30) days more than is given Grantee, under the provisions of this deed, to remedy such default or cause it to be remedied or to proceed as provided in subparagraph (k)(D) below. At any time after commencing to proceed in the manner described in subparagraph (k)(D) below, the Permitted Mortgagee may notify Grantor, in writing, that it has relinquished possession of the Property or that it will not institute proceedings relating to an Enforcement Sale or, if such proceedings shall have been

commenced, that it has discontinued such proceedings prior to any person, trust or entity acquiring title to the Property as a result of such proceeding, and, in either event, upon the giving of such notice by the Permitted Mortgagee, the Permitted Mortgagee shall have no further extension of cure period under subparagraph (k)(D) below, and/or obligation in connection therewith, and Grantor shall have the unrestricted right to exercise its rights and remedies provided under the Deed Provisions.

(C) Subject to the provisions of subparagraph (k)(E) hereof, Grantor shall accept performance by the Permitted Mortgagee of any term, covenant, condition or agreement on Grantee's part to be performed hereunder with the same force and effect as though performed by Grantee.

(D) Grantor shall not exercise its right to re-enter and reacquire the Property or any improvements thereon or any other rights or remedies of Grantor under the Deed Provisions if:

(i) In the case of a default that is curable without possession of the Property, the Permitted Mortgagee cured or caused to be cured such default within the period provided in subparagraph (k)(B) above after Grantor's giving of notice of such default of such lender; or

(ii) In the case of a default where possession of the Property is required in order to cure such default, or is a default under the covenants and restrictions of paragraph (c) hereof, the Permitted Mortgagee shall proceed, within sixty (60) days after the Permitted Mortgagee shall have received notice of the default from Grantor, to institute proceedings relating to an Enforcement Sale, and shall have notified Grantor that it is instituting such proceedings and shall

prosecute such proceedings in good faith and with reasonable diligence to obtain title and possession of the Property and, upon obtaining title to and possession of the Property (for the purposes of the Deed Provisions, title to and possession of the Property shall not be considered to have been obtained by such Permitted Mortgagee solely by virtue of there being a court-appointed receiver for the Property or any part thereof), shall commence to cure the default (other than a default under the covenants and restrictions of paragraph (c) hereof, which shall be deemed cured upon the Permitted Mortgagee obtaining title to and possession of the Property) within the period hereinafter provided, and prosecute such cure to completion with reasonable diligence, subject to such Permitted Mortgagee's rights under the last sentence of subparagraph (k)(B) above. It is agreed that if proceedings relating to an Enforcement Sale shall be commenced or there shall be a transfer of title to the Property in lieu of an Enforcement Sale (regardless of whether the proceedings relating to the Enforcement Sale shall have been commenced) the time periods set forth for commencement of construction and completion of construction set forth in paragraph (a) shall be modified as follows:

- (1) If an institutional lender or its nominee or affiliate (an "Institutional Owner") shall have acquired title to the Property or any part thereof by an Enforcement Sale or the transfer of title in lieu of an Enforcement Sale, then, regardless of whether any prior owner of such Property shall have commenced any construction on the Property, (i) such Institutional Owner shall have a period of eighteen (18) months after the date of its acquisition of title to the Property to commence the initial

construction of the Property, or if construction shall have been previously commenced by a prior owner of such Property, to re-commence construction of such Property, and (ii) a period of thirty-six (36) months from the earlier of the date that is (A) thirty (30) months from the date of Institutional Owner's acquisition of title to the Property and (B) the date that such Institutional Owner shall have so commenced or re-commenced construction, in which to complete construction to such Property, plus an additional day for each day that such Institutional Owner commences construction or re-commences construction, as the case may be, prior to the date that is eighteen (18) months from the date of its acquisition of title to such Property;

(2) if an Institutional Owner transfers title to the Property or the part thereof owned by such Institutional Owner to any trust, person or entity that is not an affiliate or nominee of such Institutional Owner (a "Non-Institutional Owner") before the Institutional Owner shall have commenced or re-commenced construction of such Property, such Non-Institutional Owner (i) shall have a period, commencing on the date of its acquisition of title to such Property, in which to commence or re-commence construction thereof equal to eighteen (18) months, and (ii) shall have a period of thirty-six (36) months from the earlier of the date that is (A) eighteen (18) months from the date of Non-Institutional Owner's acquisition of title to the Property and (B) the date that such Non-Institutional Owner commences or re-commences construction (as the case

may be) of such Property in which to complete construction of such Property, plus one additional day for each day that such Non-Institutional Owner commenced or re-commenced construction prior to the date that is eighteen (18) months after the date of such Non-Institutional Owner's acquisition of title to such Property;

(3) If such Institutional Owner shall transfer title to the Property or the part thereof owned by such Institutional Owner to any Non-Institutional Owner, other than pursuant to an Enforcement Sale of a Permitted Mortgage or by delivery of a deed or other transfer of title in lieu of such Enforcement Sale, after such Institutional Owner shall have commenced or re-commenced construction of such Property, such Non-Institutional Owner (i) shall be deemed to have commenced or re-commenced, as the case may be, construction of the Property on the same date that such Institutional Owner shall have so commenced or re-commenced such construction, and (ii) shall have a period in which to complete such construction commencing on the aforesaid date on which construction was deemed to have been commenced or re-commenced pursuant to the preceding clause (i), equal to thirty-six (36) months, plus (ii) one additional day for each day that commencement or re-commencement of construction (as the case may be) was so deemed to have occurred prior to the date that is eighteen (18) months after the date of the Institutional Owner's acquisition of title to such Property; and

(4) If a Non-Institutional Owner shall acquire title to the Property or any part thereof pursuant to an Enforcement Sale of a Permitted Mortgage or by delivery of a deed or other transfer of title in lieu of such Enforcement Sale, then regardless of whether any prior owner of such Property shall have commenced any construction thereon, such Non-Institutional Owner shall have (i) a period of eighteen (18) months, commencing on the date of its acquisition of title to such Property, in which to commence or re-commence, as the case may be, construction of the Property, and (ii) a period of thirty-six (36) months, commencing on the earlier of the date that is (A) eighteen (18) months from the date of Non-Institutional Owner's acquisition of title to the property and (B) the date that such Non-Institutional Owner so commenced or re-commenced construction, in which to complete construction of the Property, plus one additional day for each day that such Non-Institutional Owner commenced or re-commenced construction on such Property prior to the date that is eighteen (18) months after the date of such Non-Institutional Owner's acquisition of title to such Property.

(E) If more than one Permitted Mortgagee has exercised any of the rights afforded by this Deed, only that Permitted Mortgagee, to the exclusion of all other Permitted Mortgagees, whose mortgage as described above which is most senior in lien shall be recognized by Grantor as having exercised such right, for so long as such Permitted Mortgagee shall be diligently exercising its rights hereunder with respect thereto, and thereafter only the Permitted Mortgagee whose mortgage as described above

is next most senior in lien shall be entitled to the forbearance provisions of Grantor set forth in this paragraph (k), unless such Permitted Mortgagee has designated a Permitted Mortgagee whose mortgage is junior in lien to exercise such right. If the parties shall not agree on which Permitted Mortgagee's mortgage is prior in lien, such dispute shall be determined by a title insurance company chosen by Grantor, and such determination shall bind the parties.

(F) Each of the time periods referred to in this paragraph (k) for the curing of any default or for the commencement or completion of construction on the Property shall be deemed to be extended by the number of days, if any, that the curing of such default or such commencement or completion of construction is prevented or delayed by reason of any Unavoidable Delay(s).

(G) In no event shall the Permitted Mortgagee have any liability to Grantor or otherwise by reason of such Permitted Mortgagee's failing to cure any default by Grantee, its successor or assigns, under the Deed Provisions within any applicable cure period, regardless of whether such cure period shall have been extended pursuant to any of the provisions of this paragraph (k), provided that this shall not affect the right of Grantor to exercise its rights under paragraph (j) hereof to reacquire title to the Property (subject to the lien of such Permitted Mortgage) if such default is not cured within the applicable cure period, as the same may be extended pursuant to the provisions of this paragraph (k).

(I) Upon written request of Grantee or any successor owner of the Property or any part thereof or any Permitted Mortgagee, Grantor will execute and deliver, at no out-of-pocket cost to Grantor,

(i) a certificate in recordable form and otherwise in form and substance reasonably satisfactory to Grantor, confirming the provisions of paragraph (k) above for the benefit of any Permitted Mortgagee, Institutional Owner or Non-Institutional Owner;

(ii) a certificate as set forth in paragraph (e) hereof; and

(iii) a certificate executed by Grantor, confirming to the aforesaid requesting party, its successors and assigns, any factual matters related to the Deed Provisions as such requesting party may reasonably request and to which Grantor has actual knowledge.

(m) Notwithstanding anything herein contained to the contrary, Grantee and any successor owner of the Property shall not be obligated to comply with any of the provisions of paragraph (a), (b) or (c) hereof, if and to the extent that there is any change in any statute, law, code, or other governmental requirement after October 30, 2013 that prohibits or otherwise makes unlawful such compliance.

(n) Upon the transfer of the Property by any owner thereof as permitted by this Deed, such transferor shall be deemed to be released from all Deed Provisions arising from and after such transfer, and the transferee shall be deemed to have assumed and agreed to comply with all such Deed Provisions, it being understood and agreed, that, provided such transfer is in accordance with the Deed Provisions, the owner of the Property shall be liable for compliance with such Deed Provisions during, and only during, the period of his, her or its ownership of the Property.

(o) Upon written request of Grantee, its successors and assigns, Grantor will in good faith consider reasonable requests by any Permitted Mortgagee for Grantor's execution and delivery of modifications to the provisions of this Deed, provided that no such modifications

shall materially diminish, impair or void any of the rights or remedies of Grantor under the Deed Provisions.

(p) Grantor agrees that the covenants, restrictions and other provisions set forth in the Deed in favor of Grantor shall not be assigned to any person or entity except the City or an agency or instrumentality thereof, and any such assignment is void and of no force or effect.

(q) Grantor may charge an administrative fee, not to exceed Five Hundred Dollars (\$500), as may reasonably be adjusted for inflation by Grantor, for any certificate, agreement or instrument that Grantee requests to be delivered by Grantor under the Deed, except that Grantor may as a condition to delivery of an agreement pursuant to paragraph (o) hereof require an administrative fee commensurate, in Grantor's reasonable discretion, with staff time and effort anticipated to be expended in connection with such requested agreement.

(signature page follows)

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Deed by having it signed by their respective duly authorized officers, and have caused their corporate seals to be hereunto affixed, the day and year first above written.

NEW YORK CITY ECONOMIC
DEVELOPMENT CORPORATION

By: M. S. Harris
Name: Miriam S. Harris
Title: EVP

CRESCENT 110 EQUITIES, LLC

By: [Signature]
Name: ~~Joop Haron~~
Title: Manager

ATTACHMENT B
Environmental Reports (Digital Files on CD)

ATTACHMENT C
***Detailed Cost Analysis of Established
Environmental Conditions***

FORMER 110th STREET S/S
2040 Frederick Douglas Boulevard
Harlem, NY

Summary of Project Costs

NYS Brownfields Cleanup Program
Costs by Task

TASK - ENVIRONMENTAL REMEDIATION

BCP Entry Documents	\$	30,450.00
Supplemental Investigation And RI Report	\$	72,920.00
Remedial Work Plan, Remedy Scoping & Coordination	\$	18,450.00
Remedial Program Implementation	\$	1,369,475.00
Final Engineering Report, Site Management Plan & IC/ECs	\$	98,450.00
Total	\$	1,589,745.00

TASK - ANNUAL OPERATION & MAINTENANCE

Quarterly Sampling	\$	10,400.00
Quarterly Reporting	\$	6,000.00
Annual Periodic Review Report	\$	6,650.00
Total	\$	23,050.00

ATTACHMENT D
Authorization to Sign on Behalf of LLC

**UNANIMOUS WRITTEN CONSENT OF
THE MEMBERS AND MANAGERS
OF
CRESCENT 110 EQUITIES LLC (this “Consent”)**

The undersigned, being all of the members and managers of Crescent 110 Equities LLC, a Delaware limited liability company (“the **Company**”), do hereby unanimously adopt the following resolutions by unanimous written consent in lieu of a formal meeting:

WHEREAS, the Company has entered into a Contract of Sale dated as of October 30, 2013, between New York City Economic Development Corporation (“**EDC**”), as seller, and the Company, as purchaser, as amended by First Amendment to Contract of Sale dated as of December 3, 2013 (as so amended, the “**Contract**”), pursuant to which the Company agreed to purchase from EDC certain premises known as 2040/2046 Frederick Douglass Boulevard, New York, NY and designated as Block 1826, Lot 1 on the Tax Map of the City of New York (the “**Property**”);

WHEREAS, it is in the best interests of the Company **(i)** to approve and ratify the Contract; **(ii)** to approve the Company’s purchasing and acquiring title to the Property pursuant to the Contract; **(iii)** to approve the execution and delivery by the Company of the deed, all other documents to be executed in connection with the closing of title pursuant to the Contract and all other documents that any manager of the Company shall determine to be necessary or desirable for the Company to execute and deliver in connection with said closing (collectively, the “**Transaction Documents**”); and **(iv)** to specifically authorize any one of Robert Ezrapour, Eytan Benyamin, Ken Haron or Yoav Haron, as an authorized signatory of the Company, to execute, on behalf of the Company, the Transaction Documents and any and all other documents which may be required and/or requested in connection with said closing.

NOW, THEREFORE, IT IS HEREBY:

RESOLVED, that any and all prior actions taken by the Company with respect to the Contract are hereby confirmed and ratified in all respects;

RESOLVED, that the terms, conditions and provisions of the Contract and the other Transaction Documents are hereby approved and consented to in all respects; and it is further;

RESOLVED, that any one of Robert Ezrapour, Eytan Benyamin, Ken Haron or Yoav Haron, as an authorized signatory of the Company, is hereby authorized to do any and all acts, and/or take any and all actions, which it may deem necessary and/or appropriate in connection with the closing by the Company of title to the Property, including, without limitation, executing and delivering any and all Transaction Documents and other documents, on behalf of the Company, as applicable, which he may deem necessary and/or appropriate; and it is further

RESOLVED, that the taking of any such actions and/or the execution and delivery of any such documents by Robert Ezrapour, Eytan Benyamin, Ken Haron or Yoav Haron shall be deemed conclusive evidence of the authority of any such person to take such actions and/or execute and deliver such documents on behalf of the Company; and it is further

RESOLVED, that this Consent may be executed in several counterparts, and all so executed counterparts shall constitute one agreement, binding on all the parties hereto, even though all parties are not signatory to the original or the same counterpart. Any executed counterpart of this Consent shall for all purposes be deemed a fully executed instrument. In addition, facsimile and other electronically transmitted signatures hereupon shall be deemed the equivalent of originals in all respects; and it is further

RESOLVED, that Robert Ezrapour, Eytan Benyamin, Ken Haron or Yoav Haron are hereby authorized to execute all necessary documents in connection with the Brownfield Cleanup Program (the “Program”) on the property known as 2040-2046 Frederick Douglass Blvd, 110 Street, New York, New York (the “Premises”) and to be bound thereby in accordance with their terms of the Program.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, the undersigned managers and members have executed this Consent as of the 17 day of December, 2013.

MEMBERS:

DRALE LLC

By: R&D Ezrapour Corp, its Managing Member

By: _____
Robert Ezrapour, President

RYP LLC

By: _____
Ken Haron
Managing Member

MYH LLC

By: _____
Yoav Haron
Managing Member

MEB CONSULTING LLC

By: _____
Eytan Benyamin
Managing Member

MANAGERS:

Yoav Haron

Ken Haron

Eytan Benyamin

Robert Ezrapour

ATTACHMENT E

Frederick Douglas Boulevard Rezoning Action



CITY PLANNING COMMISSION
CITY OF NEW YORK
OFFICE OF THE CHAIR

NEGATIVE DECLARATION

April 21, 2003

Project Identification

CEQR No. 03DCP026M
ULURP No. 030436 ZMM

SEQRA Classification: Type I

Lead Agency

City Planning Commission
22 Reade Street
New York, NY 10007
Contact: Robert Dobruskin
(212) 720-3423

Name, Description and Location of Proposal:

Frederick Douglass Boulevard Rezoning:

The New York City Department of City Planning (DCP) is proposing a zoning map amendment in the vicinity of the Frederick Douglass Boulevard (FDB) corridor in Community Districts 9 and 10 in Manhattan. The rezoning area generally encompasses the area between West 110th and West 124th streets and Morningside Avenue and Adam Clayton Powell Jr.

The proposed action includes replacing the existing R7-2, R8, and C4-4 districts with R7A, R7B, R8A, R9A, C1-9, and C4-4D (R8A equivalent) districts and extending a C1-4 commercial overlay. The action is intended to provide increased opportunities for residential and commercial development along avenues and some midblocks, while preserving the historic scale of certain midblocks with strong contexts. R8A and R9A contextual designations would be mapped along avenues and R7A and R7B districts mapped along certain midblocks to increase housing opportunities in the neighborhood.

An extension of the C1-4 commercial overlay is proposed for the north and south side of West 116th Street, between 100 feet west of FDB and Manhattan Avenue to address the needs of the expanding small business community in Harlem. Extending the commercial overlay would also be consistent with the ground floor commercial nature of West 116th Street.

It should be noted that in a related action, the Department of City Planning has proposed a zoning text amendment to create a new C4-4D contextual district, to be mapped on FDB between West 122nd and West 124th Streets. Certified on December 16, 2002, the proposed text amendment is currently undergoing public review through ULURP (No. C 030233 ZRY). The potential environmental impacts of the establishment of the C4-4D district were analyzed under CEQR No. 03DCP025Y, East Harlem Rezoning and Related C4-4D Zoning Text Amendment. A

**Frederick Douglass Boulevard Rezoning
Negative Declaration**
CEQR No. 03DCP026M

Negative Declaration was issued for the rezoning and text amendment proposal on December 16, 2003. Consequently, the establishment of the C4-4D district is not the subject of the Frederick Douglass Boulevard Rezoning CEQR review.

The proposed C4-4D district, regulated by R8A bulk and density controls, would allow an FAR of 6.02 for residential use. It would also allow a full range of commercial uses permitted in C4 districts (Use Groups 1-6, 8-10 and 12); however, commercial uses would be limited to 3.4 FAR, and community facility uses could be limited to 6.5 FAR. The C4-4D district would mandate the R8A envelope for all buildings (residential, mixed-use, and community facility buildings). It would include a required street wall between 60 to 85 feet along the street line before setback (10-foot setback on wide streets and 15-foot setback on narrow streets), with a maximum building height of 120 feet. Under the proposed C4-4D zoning regulations, future residential or mixed-use development would have to meet the requirements of the city's Quality Housing Program. The program regulations, which govern bulk and density, allowable lot coverage and required street wall height, would promote development that complements the existing land use context in certain neighborhoods.

The proposed action requires City Planning Commission (CPC) and City Council approvals through the Uniform Land Use Review Procedure (ULURP).

Although it is not intended to facilitate any specific development projects, the proposed action could result in additional development or different types of development on numerous sites within the proposed rezoning area. Compared to conditions absent the proposed action, the proposed rezoning could result in a net increase of approximately 690 dwelling units and 93,248 square feet of retail floor area.

To avoid the potential for hazardous materials impacts, the proposed rezoning includes (E) designations for hazardous materials, which will be mapped on the following parcels:

Block 1826, Lot 1
Block 1929, Lots 4, 6, 59, 61, 62, 160
Block 1944, Lots 40, 41, 42, 43
Block 1948, Lots 30, 35

The (E) designation for hazardous materials would ensure that sampling and remediation take place where hazardous material contamination may exist and would avoid any significant impacts related to hazardous materials at these locations. The (E) designation would require that the fee owner of such site conduct a testing and sampling protocol, and remediation where appropriate, to the satisfaction of the New York City Department of Environmental Protection

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(NYCDEP) before the issuance of a building permit by the New York City Department of Buildings (NYCDOB) pursuant to the provisions of Section 11-15 of the Zoning Resolution (Environmental Requirements). The (E) designation also includes a mandatory construction-related health and safety plan which must be approved by NYCDEP.

A comprehensive list of sites containing an (E) designation, identified by block and lot number, is provided above. Contamination on (E) designated sites can be classified as “petroleum based” or “non-petroleum based.” The NYCDEP has developed protocols for both petroleum and non-petroleum based (E) designated sites that are required to be followed in order to address possible contamination.

The text for the (E) designations is as follows:

(E) Designations for Petroleum Based Contamination

Leakage of underground storage tanks containing petroleum products requires a specific protocol and may contain parts of the near surface and subsurface protocols. To determine if contamination exists on the petroleum (E) designated sites, and to determine and perform any appropriate remediation, the following tasks must be undertaken by the fee owners of the lot restricted by this (E) designation prior to any demolition or excavation on the lot prior to development:

- **Task 1 – The fee owner(s) of the lot restricted by this (E) designation must submit to the New York City Department of Environmental Protection (NYCDEP), for review and approval, a soil, soil gas, and ground water testing protocol, including a description of methods, and a site map with all sampling locations clearly and precisely represented.**

No sampling program should begin until written approval of a protocol is received from the NYCDEP. The number and location of sample sites should be selected to adequately characterize the site, the specific source of suspected contamination, and the condition of the remainder of the site. The characterization should be complete enough to determine what remediation strategy (if any) is necessary after review of the sampling data. Guidelines and criteria for choosing sampling sites and performing sampling will be provided by the NYCDEP upon request.

- **Task 2 – A written report with findings and a summary of the data must be presented to the NYCDEP after completion of the testing phase and laboratory analysis for review and approval. After receiving such test results, a determination will be provided by the NYCDEP if the results indicate that remediation is**

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necessary. Written notice shall be given by the NYCDEP if it determines that no remediation is necessary.

If remediation is necessary according to the test results, a proposed remediation plan must be submitted to the NYCDEP for review and approval. The fee owner(s) of the lot restricted by the (E) designation must perform such remediation as determined necessary by the NYCDEP. After completing the remediation, the fee owner(s) of the lot restricted by this "E" designation should provide proof that the work has been satisfactorily completed.

(E) Designations for Non-Petroleum Based Contamination

The non-petroleum based contamination protocol has been developed to address potential contamination from all other hazardous materials sources. The procedures in the non-petroleum based protocol are the same as the petroleum based protocol with the exception of the parameters for which the soil and ground water should be tested. These parameters will vary from site to site depending upon the type of non-petroleum contamination expected to be encountered.

In general the following steps will be required for non-petroleum (E) designated sites:

- **The owner of the property will be required to prepare a scope of work for any sampling and testing needed to determine if contamination exists and to what extent remediation may be required. The scope of work will include all relevant supporting documentation including site plans and sampling locations. This scope of work will be submitted to the NYCDEP for review and approval prior to implementation. It will be reviewed to insure that an adequate number of samples will be collected and that appropriate parameters are selected for laboratory analysis. For all non-petroleum (E) designated sites, the three generic NYCDEP soil and ground water sampling protocols should be followed. These protocols are based on the following three types of releases to soil and ground water that may occur: release of a solid hazardous material to the ground surface; release of a liquid hazardous material to the ground surface; and the release of a hazardous material to the subsurface (i.e., storage tank or piping). The type of release will define the areas of soil to be sampled (surface, near-surface or subsurface) and determine the need for ground water sampling.**
- **Upon receipt of written approval from the NYCDEP of the scope of work, the sampling program will be implemented. No site investigation work will be initiated without a Site Health and Safety Plan also approved by the NYCDEP.**
- **Once the site investigation is complete, a report fully documenting the procedures and findings of the report will be submitted to the NYCDEP for**

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review and approval. If remediation is deemed necessary by the NYCDEP, the site owner will be required to develop a remediation plan and subsequently implement the plan to the satisfaction of the NYCDEP.

- Once the site investigation is complete, a report fully documenting the procedures and findings of the report will be submitted to the NYCDEP for review and approval. If remediation is deemed necessary by the NYCDEP, the site owner will be required to develop a remediation plan and subsequently implement the plan to the satisfaction of the NYCDEP.

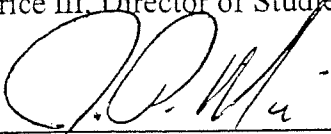
Statement of No Significant Effect:

The Environmental Assessment and Review Division of the Department of City Planning, on behalf of the City Planning Commission, has completed its technical review of the Environmental Assessment Statement, Parts I and II dated February 24, 2003, and Part III dated April 17, 2003, prepared in connection with the ULURP Application (030436 ZMM). The City Planning Commission has determined that the proposed action will have no significant effect on the quality of the environment.

Supporting Statement:

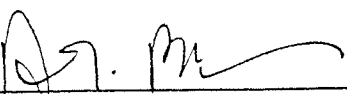
The above determination is based on an environmental assessment which finds that no significant effects on the environment which would require an Environmental Impact Statement are foreseeable. This Negative Declaration has been prepared in accordance with Article 8 of the Environmental Conservation Law 6NYCRR part 617.

Should you have any questions pertaining to this Negative Declaration, you may contact Glen A. Price III, Director of Studies Implementation at (212) 720-3491.



Robert Dobruskin, Director
Environmental Assessment & Review Division
Department of City Planning

Date: 4/17/03



Amanda M. Burden, AICP, Chair
City Planning Commission

Date: 4/21/03