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Cristina Diaz Salcedo
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December 17, 2024

Cheryl Salem
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233

RE: Environmental Easement
207th Street/9th Avenue (the "Site")
Site ID No.: C231102

Ms. Salem,

This firm represents the applicants for the above referenced Site. Please find attached the recorded Environmental Easement and mailed Notice to the Municipality.

Please feel free to contact me if you have any questions or comments regarding this matter.

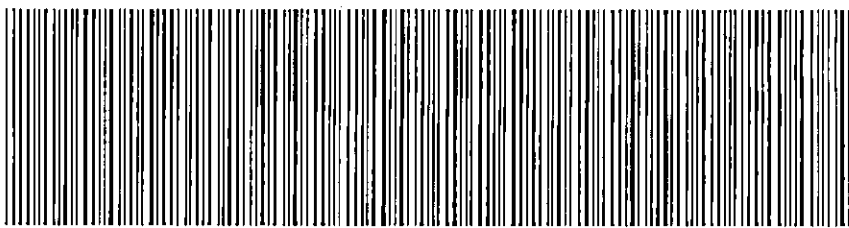
Very truly yours,

CONNELL FOLEY LLP

Cristina Diaz Salcedo, Esq.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2024121200680001001E9766

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 13

Document ID: 2024121200680001

Document Date: 12-09-2024

Preparation Date: 12-12-2024

Document Type: EASEMENT

Document Page Count: 11

PRESENTER:

ULTIMATE ABSTRACT OF NEW YORK
1383 VETERANS MEMORIAL HIGHWAY * SUITE 30
UNYRC4247NY
HAUPPAUGE, NY 11788
631-501-9100
SARA.ROTH@ULTIMATEABSTRACT.COM

RETURN TO:

ULTIMATE ABSTRACT OF NEW YORK
1383 VETERANS MEMORIAL HIGHWAY * SUITE 30
UNYRC4247NY
HAUPPAUGE, NY 11788
631-501-9100
SARA.ROTH@ULTIMATEABSTRACT.COM

Borough

Block Lot

PROPERTY DATA
Unit Address

MANHATTAN 2188 1 Entire Lot

375 WEST 207 STREET

Property Type: OTHER Easement

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

HP SHERMAN CREEK HOUSING DEVEL. FUND
COMP., INC.
253 WEST 35TH STREET, 3RD FLOOR
NEW YORK, NY 10001

GRANTEE/BUYER:

N.Y.S. DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
625 BROADWAY
ALBANY, NY 12233

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 92.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

Recorded/Filed 12-16-2024 17:15

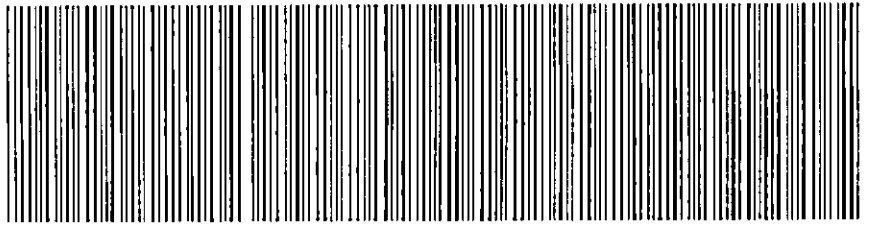
City Register File No.(CRFN):
2024000326522



Collette McLean-Jacques

City Register Official Signature

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



2024121200680001001C95E6

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 13

Document ID: 2024121200680001
Document Type: EASEMENT

Document Date: 12-09-2024

Preparation Date: 12-12-2024

PARTIES

GRANTOR/SELLER:
SHERMAN CREEK OWNER LLC
15 VERBANA AVENUE SUITE 200
FLORAL PARK, NY 11001

GRANTOR/SELLER:
SHERMAN CREEK LIHTC OWNER LLC
15 VERBANA AVENUE SUITE 200
FLORAL PARK, NY 11001

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

as of
THIS INDENTURE made this 9th day of December, 2024, between Owner, HP Sherman Creek Housing Development Fund Company, Inc., having an office at 253 West 35th Street, 3rd Floor, New York, NY 10001 (Grantor Fee Owner), Sherman Creek Owner LLC (Grantor Beneficial Owner), and Sherman Creek LIHTC Owner LLC (Grantor Leaseholder), having an office at c/o 15 Verbena Avenue, Suite 200, Floral Park, New York (Grantor Fee Owner, Grantor Beneficial Owner, and Grantor Leaseholder, collectively, the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

WHEREAS, Grantee was previously granted an Environmental Easement covering the subject property dated October 25, 2021 and recorded in the City Register of the City of New York as CRFN: 2021000473870. This prior Environmental Easement contained information that is no longer accurate regarding the ownership, legal description, and other basic information on the subject property. This Amended and Restated Environmental Easement is being executed and recorded to replace and supersede the October 25, 2021 Environmental Easement.

WHEREAS, Grantor, is the owner of real property located at the address of 375 West 207th Street in the City of New York, County of New York and State of New York, known and

designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 2188 Lot 1, being the same as that property conveyed to Grantor by deed dated as of January 27, 2023 and recorded in the City Register of the City of New York in CRFN 2023000035122. The property subject to this Amended and Restated Environmental Easement (the "Controlled Property") comprises approximately 1.6431 +/- acres and is hereinafter more fully described in the Land Title Survey dated June 21, 2014, and last revised October 21, 2022, prepared by Arkadiusz Jusiega, which will be attached to the Site Management Plan. The Controlled Property descriptions and survey are set forth in and attached hereto as Schedule A, Schedule B, and Schedule C; and

WHEREAS, Grantor Beneficial Owner, is the owner of the beneficial interest in the Controlled Property being the same as the beneficial interest conveyed to Grantor Beneficial Owner by means of a Declaration of Interest and Nominee Agreement between Grantor Fee Owner and Grantor Beneficial Owner dated as of January 27, 2023 and recorded in City Register of the City of New York on February 8, 2023 as CRFN # 2023000035123;

WHEREAS, Grantor Leaseholder, is the holder of a 65-year master lease interest in the Controlled Property, as memorialized in a Memorandum of Master Lease dated January 27, 2023 and recorded in the City Register of the City of New York on February 8, 2023 as CRFN# 2023000035124; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C231102-11-16, Grantor conveys to Grantee this permanent Amended and Restated Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

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

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

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

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

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

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

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

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

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

- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
- (7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

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

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

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

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

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

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

Parties shall address correspondence to: Site Number: C231102
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

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

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

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

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

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

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

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Amended and Restated Environmental Easement and the SMP, regarding matters

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

HP Sherman Creek Housing Development Fund Company, Inc.:

By: Jamie A. Smarr

Print Name: Jamie A. Smarr

Title: President Date: 12/5/24

Grantor's Acknowledgment

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


On the 5th day of December, in the year 2024, before me, the undersigned, personally appeared Jamie A. Smarr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public - State of New York

MILEIKA BETHANCOURT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6220876
Qualified in Kings County
Commission Expires April 19, 2026

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

Sherman Creek Owner LLC:

By: 


Print Name: Eli Weiss

Title: Authorized Signatory Date: 12/4/24

Grantor's Acknowledgment

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

On the 04 day of December, in the year 2024 before me, the undersigned, personally appeared Eli Weiss, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public - State of New York

THERESA ANNE CASTNER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6335343
Qualified in New York County
Commission Expires January 4, 2028

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

Sherman Creek LIHTC Owner LLC:

By: _____

Print Name: Eli Weiss

Title: Authorized Signatory Date: 12/4/24

Grantor's Acknowledgment

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

On the 5th day of December, in the year 2024, before me, the undersigned, personally appeared Eli Weiss, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public - State of New York

THERESA ANNE CASTNER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6335343
Qualified in New York County
Commission Expires January 4, 2028

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

By: Andrew O. Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 9th day of December in the year 2024, before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
Notary Public - State of New York

Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

SCHEDULE "A" PROPERTY DESCRIPTION

Easement and Deed Description

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF WEST 207TH STREET WITH THE EASTERLY SIDE OF NINTH AVENUE;

RUNNING THENCE NORTHERLY ALONG THE EASTERLY SIDE OF NINTH AVENUE, 189 FEET 10 INCHES TO THE SOUTHERLY SIDE OF WEST 208TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WEST 208TH STREET, 388 FEET 1-1/2 INCHES TO A POINT;

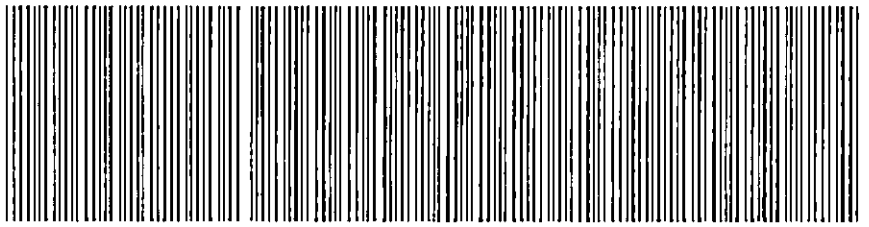
THENCE SOUTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 83 DEGREES 20 MINUTES 54 SECONDS WITH THE SOUTHERLY SIDE OF WEST 208TH STREET, 191 FEET 1-3/8 INCHES (191.11 FEET) TO THE NORTHERLY LINE OF WEST 207TH STREET;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF WEST 207TH STREET, 365 FEET 11-3/4 INCHES TO THE POINT OR PLACE OF BEGINNING.

ALSO KNOWN AS 375 WEST 207th STREET, NEW YORK, NY 10034.

LOT AREA: 71,549 SQUARE FEET OR 1.6426 ACRES.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024121200680001001S59E7

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2024121200680001

Document Date: 12-09-2024

Preparation Date: 12-12-2024

Document Type: EASEMENT

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING

1

SMOKE DETECTOR AFFIDAVIT

1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: MANHATTAN BLOCK: 2188 LOT: 1
- (2) Property Address: 375 WEST 207 STREET, NEW YORK, NY 10034
- (3) Owner's Name: N.Y.S. DEPARTMENT OF ENVIRONMENTAL CONSERVATION
- Additional Name:

Affirmation:



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

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature:

Jamie A. Smarr

Date (mm/dd/yyyy)

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

Jamie A. Smarr
President

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }
County of NY } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

375 WEST 207 STREET

Street Address Unit/Apt.

MANHATTAN

Borough

New York,

2188

Block

1

Lot

(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

HP Sherman Creek Housing Development Fund Company, Inc.
Name of Grantor (Type or Print)

by: Jamie Abman
Signature of Grantor
Jamie A. Smarr, President

Sworn to before me

this 5th day of December 2024

MIL EXASER HANCOURT
Notary Public, State of New York
Registration No. 01BE6220876
Qualified in Kings County
Commission Expires April 19, 2026

NYSDEC

Name of Grantee (Type or Print)

Andrew Stephen
Signature of Grantee

Sworn to before me

this 9th day of December 2024

Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

2024120300528101



Connell Foley LLP
875 Third Avenue
21st Floor
New York, NY 10022
P 212.307.3700 F 212.542.3790

Cristina Diaz Salcedo
Associate
Direct Dial 212.542.3773
CSalcedo@connellfoley.com

December 16, 2024

The City Clerk, Clerk of the Council
Executive Office
141 Worth Street,
New York, NY 10013

**Re: Notice to Municipality of Recorded Environmental Easement
("Environmental Easement")
Site: 375 West 207th Street, NY, NY 10034**

Dear Sir or Madam:

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department" or "DEC") on December 9, 2024, by HP Sherman Creek Housing Development Fund Company, Inc., Sherman Creek Owner LLC, and Sherman Creek LIHTC Owner LLC for the property located at 375 West 207th Street, NY, NY 10034 Tax Map No. Block 2188, Lot 1, DEC Site No: C231102.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its

Roseland

Jersey City

Newark

New York

Cherry Hill

Philadelphia

www.connellfoley.com

determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

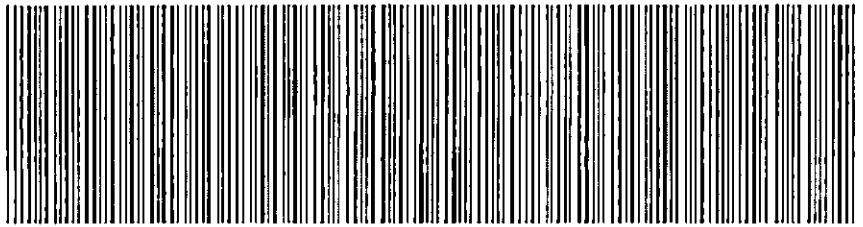
An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions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

Sincerely,


Cristina Diaz Salcedo, Esq.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 13

Document ID: 2024121200680001

Document Date: 12-09-2024

Preparation Date: 12-12-2024

Document Type: EASEMENT

Document Page Count: 11

PRESENTER:

ULTIMATE ABSTRACT OF NEW YORK
1383 VETERANS MEMORIAL HIGHWAY * SUITE 30
UNYRC4247NY
HAUPPAUGE, NY 11788
631-501-9100
SARA.ROTH@ULTIMATEABSTRACT.COM

RETURN TO:

ULTIMATE ABSTRACT OF NEW YORK
1383 VETERANS MEMORIAL HIGHWAY * SUITE 30
UNYRC4247NY
HAUPPAUGE, NY 11788
631-501-9100
SARA.ROTH@ULTIMATEABSTRACT.COM

Borough	Block	Lot	Unit	Address
MANHATTAN	2188	1	Entire Lot	375 WEST 207 STREET
Property Type: OTHER Easement				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

HP SHERMAN CREEK HOUSING DEVEL. FUND
COMP, INC.
253 WEST 35TH STREET, 3RD FLOOR
NEW YORK, NY 10001

GRANTEE/BUYER:

N.Y.S. DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
625 BROADWAY
ALBANY, NY 12233

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 92.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

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

Recorded/Filed 12-16-2024 17:15

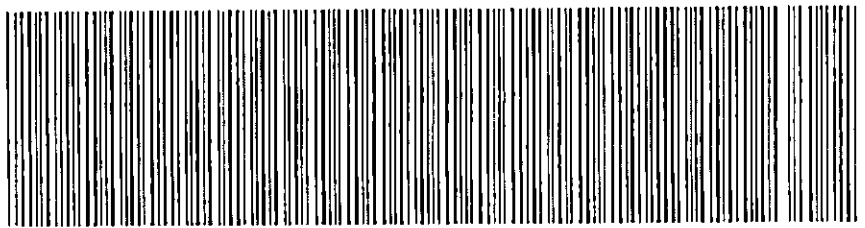
City Register File No.(CRFN):
2024000326522



Collette McQuinn-Spears

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2024121200680001001C95E6

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 13

Document ID: 2024121200680001

Document Date: 12-09-2024

Preparation Date: 12-12-2024

Document Type: EASEMENT

PARTIES

GRANTOR/SELLER:

SHERMAN CREEK OWNER LLC
15 VERBANA AVENUE SUITE 200
FLORAL PARK, NY 11001

GRANTOR/SELLER:

SHERMAN CREEK LIHTC OWNER LLC
15 VERBANA AVENUE SUITE 200
FLORAL PARK, NY 11001

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

as of
THIS INDENTURE made this 9th day of December, 2024, between Owner, HP Sherman Creek Housing Development Fund Company, Inc., having an office at 253 West 35th Street, 3rd Floor, New York, NY 10001 (Grantor Fee Owner), Sherman Creek Owner LLC (Grantor Beneficial Owner), and Sherman Creek LIHTC Owner LLC (Grantor Leaseholder), having an office at c/o 15 Verbená Avenue, Suite 200, Floral Park, New York (Grantor Fee Owner, Grantor Beneficial Owner, and Grantor Leaseholder, collectively, the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

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

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

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

WHEREAS, Grantee was previously granted an Environmental Easement covering the subject property dated October 25, 2021 and recorded in the City Register of the City of New York as CRFN: 2021000473870. This prior Environmental Easement contained information that is no longer accurate regarding the ownership, legal description, and other basic information on the subject property. This Amended and Restated Environmental Easement is being executed and recorded to replace and supersede the October 25, 2021 Environmental Easement.

WHEREAS, Grantor, is the owner of real property located at the address of 375 West 207th Street in the City of New York, County of New York and State of New York, known and

designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 2188 Lot 1, being the same as that property conveyed to Grantor by deed dated as of January 27, 2023 and recorded in the City Register of the City of New York in CRFN 2023000035122. The property subject to this Amended and Restated Environmental Easement (the "Controlled Property") comprises approximately 1.6431 +/- acres and is hereinafter more fully described in the Land Title Survey dated June 21, 2014, and last revised October 21, 2022, prepared by Arkadiusz Jusiega, which will be attached to the Site Management Plan. The Controlled Property descriptions and survey are set forth in and attached hereto as Schedule A, Schedule B, and Schedule C; and.

WHEREAS, Grantor Beneficial Owner, is the owner of the beneficial interest in the Controlled Property being the same as the beneficial interest conveyed to Grantor Beneficial Owner by means of a Declaration of Interest and Nominee Agreement between Grantor Fee Owner and Grantor Beneficial Owner dated as of January 27, 2023 and recorded in City Register of the City of New York on February 8, 2023 as CRFN # 2023000035123;

WHEREAS, Grantor Leaseholder, is the holder of a 65-year master lease interest in the Controlled Property, as memorialized in a Memorandum of Master Lease dated January 27, 2023 and recorded in the City Register of the City of New York on February 8, 2023 as CRFN# 2023000035124; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C231102-11-16, Grantor conveys to Grantee this permanent Amended and Restated Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

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

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

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

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

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

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

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

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

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

- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
- (7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

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

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

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

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

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

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

Parties shall address correspondence to: Site Number: C231102
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

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

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

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

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

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

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

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Amended and Restated Environmental Easement and the SMP, regarding matters

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

HP Sherman Creek Housing Development Fund Company, Inc.:

By: Jamie A. Smarr

Print Name: Jamie A. Smarr

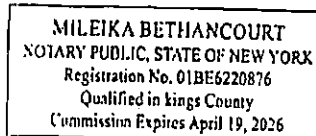
Title: President Date: 12/5/24

Grantor's Acknowledgment

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


On the 5th day of December, in the year 2024, before me, the undersigned, personally appeared Jamie A. Smarr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies); and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public - State of New York



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

Sherman Creek Owner LLC:

By: 

Print Name: Eli Weiss

Title: Authorized Signatory Date: 12/4/24

Grantor's Acknowledgment

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

On the 5th day of December, in the year 2024 before me, the undersigned, personally appeared Eli Weiss, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public - State of New York

THERESA ANNE CASTNER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6335343
Qualified in New York County
Commission Expires January 4, 2028

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

Sherman Creek LIHTC Owner LLC:

By: [Signature]

Print Name: Eli Weiss

Title: Authorized Signatory Date: 12/4/24

Grantor's Acknowledgment

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

On the 5th day of December, in the year 2024, before me, the undersigned, personally appeared Eli Weiss, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public - State of New York

THERESA ANNE CASTNER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6335343
Qualified in New York County
Commission Expires January 4, 2028

SCHEDULE "A" PROPERTY DESCRIPTION

Easement and Deed Description

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF WEST 207TH STREET WITH THE EASTERLY SIDE OF NINTH AVENUE;

RUNNING THENCE NORTHERLY ALONG THE EASTERLY SIDE OF NINTH AVENUE, 189 FEET 10 INCHES TO THE SOUTHERLY SIDE OF WEST 208TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF WEST 208TH STREET, 388 FEET 1-1/2 INCHES TO A POINT;

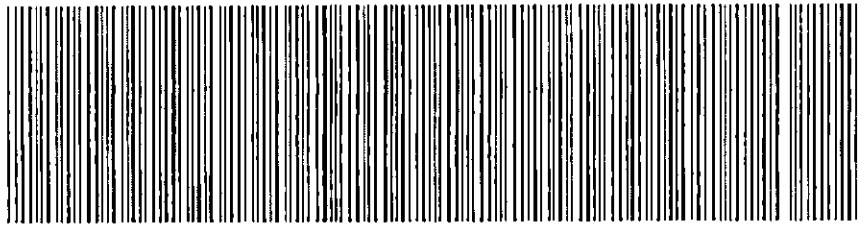
THENCE SOUTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 83 DEGREES 20 MINUTES 54 SECONDS WITH THE SOUTHERLY SIDE OF WEST 208TH STREET, 191 FEET 1-3/8 INCHES (191.11 FEET) TO THE NORTHERLY LINE OF WEST 207TH STREET;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF WEST 207TH STREET, 365 FEET 11-3/4 INCHES TO THE POINT OR PLACE OF BEGINNING.

ALSO KNOWN AS 375 WEST 207th STREET, NEW YORK, NY 10034.

LOT AREA: 71,549 SQUARE FEET OR 1.6426 ACRES.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2024121200680001

Document Date: 12-09-2024

Preparation Date: 12-12-2024

Document Type: EASEMENT

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING

1

SMOKE DETECTOR AFFIDAVIT

1



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: MANHATTAN BLOCK: 2188 LOT: 1
- (2) Property Address: 375 WEST 207 STREET, NEW YORK, NY 10034
- (3) Owner's Name: N.Y.S. DEPARTMENT OF ENVIRONMENTAL CONSERVATION
- Additional Name:

Affirmation:



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

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature: Jamie A. Smarr Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable: **Jamie A. Smarr**
President

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }
County of NY } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

375 WEST 207 STREET

Street Address Unit/Apt.

MANHATTAN

Borough

New York,

2188

Block

1

Lot

(the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

HP Sherman Creek Housing Development Fund Company, Inc
Name of Grantor (Type or Print)

by: Jamie A. Smart
Signature of Grantor
Jamie A. Smart, President

Sworn to before me

this 5th day of December 2024

MILYSA BETHANCOURT
Notary Public, State of New York
Registration No. 01BE6220876
Qualified in Kings County
Commission Expires April 19, 2026

NYSDEC

Name of Grantee (Type or Print)

Andrew S. Spector
Signature of Grantee

Sworn to before me

this 9th day of December 2024

Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

2024120300528101

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

The City Clerk, Clerk of Council
Executive Office
141 Worth Street
New York, New York 10013



9590 9402 8568 3244 4862 13

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

9589 0710 5270 1402 9448 14



9589 0710 5270 1402 9448 14

9589 0710 5270 1402 9448 14

U.S. Postal Service

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

Notice to Mortality or Return to Sender: *None*
 Rosemont One 216 West 287 Street, NY 10034 *CHY/ma*
mae

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

The City Clerk, Clerk of Council
Executive Office, 141 Worth Street
City, State, ZIP+4®
New York, New York 10013

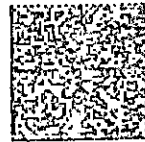
PS Form 3800, January 2020 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

US POSTAGE

quodient
FIRST-CLASS MAIL
1331
\$010.20[®]
12/17/2024 ZIP 10106
0431/30217407



FIRST CLASS MAIL



CONNELL FOLEY LLP
LAW OFFICES
875 THIRD AVENUE, 21ST FLOOR
NEW YORK, NY 10022

*The City Clerk, Clerk of the Council
Executive Office
141 Worth Street
New York, New York 10013*

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

*For delivery information, visit us online at usps.com/first-class or call 800-837-7837.
Not valid for international mail.
Return to: Mr. J. J. Smith, 141 Worth Street, New York, NY 10013. 5/10/24*

CERTIFIED MAIL



9589 0710 5270 1402 9448 14
9589 0710 5270 1402 9448 14

Send to:
Return Receipt by First-Class Mail[®] ☐
Return Receipt by First-Class Mail[®] ☐
Certified Mail Restricted Delivery[®] ☐
Adult Signature Required ☐
Adult Signature Restricted Delivery[®] ☐
Postage \$
Total Postage and Fees \$

Postmark
Here

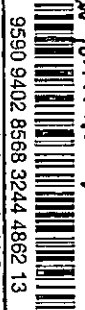
Fee
fee,

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐
B. Received by (Printed Name) ☐ Addressee ☐
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

*The City Clerk, Clerk of Council
Executive Office, 141 Worth Street
New York, New York 10013
141 Worth Street, New York 10013*

New York, New York 10013



9590 9402 8568 3244 4862 13

2. Article Number (Transfer from service label)
9589 0710 5270 1402 9448 14

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt