



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

DEC requires an application to request major changes to the description of the property set forth in a Brownfield Cleanup Agreement, or "BCA" (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). Such application must be submitted and processed in the same manner as the original application, including the required public comment period. **Is this an application to amend an existing BCA?**

☐ Yes

☒ No

If yes, provide existing site number: _____

PART A (note: application is separated into Parts A and B for DEC review purposes) *BCP App Rev 9*

Section I. Requestor Information - See Instructions for Further Guidance

DEC USE ONLY
BCP SITE #: _____

NAME

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Is the requestor authorized to conduct business in New York State (NYS)?

☒ Yes ☐ 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 the New York State Department of Environmental Conservation (DEC) with the application, to document that the requestor is authorized to do business in NYS.

Do all individuals that will be certifying documents meet the requirements detailed below? ☒ Yes ☐ No

- 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 Article 145 of New York State Education Law. **Documents that are not properly certified will be not approved under the BCP.**

Section II. Project Description

1. What stage is the project starting at?

☒ Investigation

☐ Remediation

2. If the project is starting at the remediation stage, a Remedial Investigation Report (RIR), Alternatives Analysis, and Remedial Work Plan must be attached (see [DER-10 / Technical Guidance for Site Investigation and Remediation](#) for further guidance).

3. If a final RIR is included, please verify it meets the requirements of Environmental Conservation Law (ECL) Article 27-1415(2): ☐ Yes ☐ No

4. Please attach a short description of the overall development project, including:

- the date that the remedial program is to start; and
- the date the Certificate of Completion is anticipated.

Section III. Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish contamination of environmental media on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the property.

To the extent that existing information/studies/reports are available to the requestor, please attach the following (**please submit the information requested in this section in electronic format only**):

1. Reports: an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard (ASTM E1903).

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	Soil Gas
Petroleum			
Chlorinated Solvents			
Other VOCs			
SVOCs			
Metals			
Pesticides			
PCBs			
Other*			

*Please describe: _____

3. FOR EACH IMPACTED MEDIUM INDICATED ABOVE, INCLUDE A SITE DRAWING INDICATING:

- SAMPLE LOCATION
- DATE OF SAMPLING EVENT
- KEY CONTAMINANTS AND CONCENTRATION DETECTED
- FOR SOIL, HIGHLIGHT IF ABOVE REASONABLY ANTICIPATED USE
- FOR GROUNDWATER, HIGHLIGHT EXCEEDANCES OF 6NYCRR PART 703.5
- FOR SOIL GAS/ SOIL VAPOR/ INDOOR AIR, HIGHLIGHT IF ABOVE MITIGATE LEVELS ON THE NEW YORK STATE DEPARTMENT OF HEALTH MATRIX

THESE DRAWINGS ARE TO BE REPRESENTATIVE OF ALL DATA BEING RELIED UPON TO MAKE THE CASE THAT THE SITE IS IN NEED OF REMEDIATION UNDER THE BCP. DRAWINGS SHOULD NOT BE BIGGER THAN 11" X 17". THESE DRAWINGS SHOULD BE PREPARED IN ACCORDANCE WITH ANY GUIDANCE PROVIDED.

ARE THE REQUIRED MAPS INCLUDED WITH THE APPLICATION?*

(*answering No will result in an incomplete application)

Yes No

4. 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: _____

Section IV. Property Information - See Instructions for Further Guidance				
PROPOSED SITE NAME				
ADDRESS/LOCATION				
CITY/TOWN		ZIP CODE		
MUNICIPALITY(IF MORE THAN ONE, LIST ALL):				
COUNTY		SITE SIZE (ACRES)		
LATITUDE (degrees/minutes/seconds) ° ' "		LONGITUDE (degrees/minutes/seconds) ° ' "		
COMPLETE TAX MAP INFORMATION FOR ALL TAX PARCELS INCLUDED WITHIN THE PROPERTY BOUNDARIES. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.				
Parcel Address	Section No.	Block No.	Lot No.	Acreage
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach a metes and bounds description of the property.			Yes	No
2. Is the required property map attached to the application? (application will not be processed without map)			Yes	No
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information)			Yes	No
If yes, identify census tract : _____				
Percentage of property in En-zone (check one): 0-49% 50-99% 100%				
4. 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)? Yes No				
If yes, identify name of properties (and site numbers if available) in related BCP applications: _____				
5. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?			Yes	No
6. Has the property previously been remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.			Yes	No
7. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.			Yes	No

Section IV. Property Information (continued)

8. Are there any easements or existing rights of way that would preclude remediation in these areas?
If yes, identify here and attach appropriate information. Yes No

Easement/Right-of-way Holder

Description

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

Type

Issuing Agency

Description

10. Property Description and Environmental Assessment – **please refer to application instructions for the proper format of each narrative requested.**

Are the Property Description and Environmental Assessment narratives included in the **prescribed format**?

Yes

No

11. For sites located within the five counties comprising New York City, is the requestor seeking a determination that the site is eligible for tangible property tax credits?
If yes, requestor must answer questions on the supplement at the end of this form.

Yes

No

12. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?

Yes

No

13. If you have answered Yes to Question 12, above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?

Yes

No

NOTE: If a tangible property tax credit determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.

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

Initials of each Requestor: _____

BCP application - PART B (note: application is separated into Parts A and B for DEC review purposes)

Section V. Additional Requestor Information See Instructions for Further Guidance		DEC USE ONLY BCP SITE NAME: _____ BCP SITE #: _____	
NAME OF REQUESTOR'S AUTHORIZED REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF REQUESTOR'S CONSULTANT			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF REQUESTOR'S ATTORNEY			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Section VI. Current Property Owner/Operator Information – if not a Requestor			
CURRENT OWNER'S NAME		OWNERSHIP START DATE:	
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
CURRENT OPERATOR'S NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
IF REQUESTOR IS NOT THE CURRENT OWNER, DESCRIBE REQUESTOR'S RELATIONSHIP TO THE CURRENT OWNER, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND THE CURRENT OWNER. PROVIDE A LIST OF PREVIOUS PROPERTY OWNERS AND OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS AS AN ATTACHMENT. DESCRIBE REQUESTOR'S RELATIONSHIP, TO EACH PREVIOUS OWNER AND OPERATOR, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND PREVIOUS OWNER AND OPERATOR. IF NO RELATIONSHIP, PUT "NONE".			
Section VII. 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 for the investigation, removal or remediation of contamination at the site? Yes No			
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator. Yes No			

Section VII. Requestor Eligibility Information (continued)

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

THE 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:

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.

VOLUNTEER

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

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

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

Section VII. Requestor Eligibility Information (continued)

Requestor Relationship to Property (check one):

Previous Owner Current Owner Potential /Future Purchaser Other_____

If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached?

Yes No

Note: a purchase contract does not suffice as proof of access.

Section VIII. Property Eligibility Information - See Instructions for Further Guidance

1. Is / was the property, or any portion of the property, listed on the National Priorities List?
If yes, please provide relevant information as an attachment.

Yes No
2. Is / was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites pursuant to ECL 27-1305?
If yes, please provide: Site # _____ Class # _____

Yes No
3. Is / was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility?
If yes, please provide: Permit type: _____ EPA ID Number: _____
 Date permit issued: _____ Permit expiration date: _____

Yes No
4. If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation.

Yes No
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10?
If yes, please provide: Order # _____

Yes No
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum?
If yes, please provide explanation as an attachment.

Yes No

Section IX. Contact List Information

To be considered complete, the application must include the Brownfield Site Contact List in accordance with [DER-23 / Citizen Participation Handbook for Remedial Programs](#). 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. The location of a document repository for the project (e.g., local library). In addition, attach a copy of an acknowledgement from the repository indicating that it agrees to act as the document repository for the property.
8. Any community board located in a city with a population of one million or more, if the proposed site is located within such community board's boundaries.

Section X. Land Use Factors	
<p>1. What is the current zoning for the site? What uses are allowed by the current zoning? Residential Commercial Industrial If zoning change is imminent, please provide documentation from the appropriate zoning authority.</p>	
<p>2. Current Use: Residential Commercial Industrial Vacant Recreational (check all that apply) <div style="border: 1px solid red; padding: 2px; display: inline-block; color: red;">None, Religious Uses. See supporting document.</div> Attach a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date.</p>	
<p>3. Reasonably anticipated use Post Remediation: Residential Commercial Industrial (check all that apply) Attach a statement detailing the specific proposed use.</p> <p>If residential, does it qualify as single family housing? Yes No</p>	
4. Do current historical and/or recent development patterns support the proposed use?	Yes No
5. Is the proposed use consistent with applicable zoning laws/maps? Briefly explain below, or attach additional information and documentation if necessary.	Yes No
6. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Briefly explain below, or attach additional information and documentation if necessary.	Yes No

XI. Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hererby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [Proposed DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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 a requestor other than an individual)

I hereby affirm that I am Authorized Signatory (title) of 185 AVENUE DLLC (entity); that I am authorized by that entity to make this application and execute the Brownfield Cleanup Agreement (BCA) and all subsequent amendments; that this application was prepared by me or under my supervision and direction. If this application is approved, I acknowledge and agree: (1) to execute a BCA within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [Proposed DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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: 6-23-17

Signature: 

Print Name: Rev. MSGR. Gregory Mustaciuolo

SUBMITTAL INFORMATION:

- **Two (2) copies**, one paper copy with original signatures and one electronic copy in Portable Document Format (PDF), must be sent to:
 - Chief, Site Control Section
 - New York State Department of Environmental Conservation
 - Division of Environmental Remediation
 - 625 Broadway
 - Albany, NY 12233-7020

FOR DEC USE ONLY

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

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Date: _____

Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am Authorized Signatory (title) of ROMAN CATHOLIC CHURCH OF SAINT EMERIC (entity); that I am authorized by that entity to make this application and execute the Brownfield Cleanup Agreement (BCA) and all subsequent amendments; that this application was prepared by me or under my supervision and direction. If this application is approved, I acknowledge and agree: (1) to execute a BCA within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the Proposed DER-32, Brownfield Cleanup Program Applications and Agreements; and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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: 6-23-17

Signature: 

Print Name: Rev. MSGR. Gregory Mustaciolo

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 - Chief, Site Control Section
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 - Division of Environmental Remediation
 - 625 Broadway
 - Albany, NY 12233-7020

FOR DEC USE ONLY

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

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City ONLY. Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a) must be submitted if requestor is seeking this determination.

BCP App Rev 9

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	Yes	No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	Yes	No
Please answer questions below and provide documentation necessary to support answers.		
1. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)? Please see DEC's website for more information.	Yes	No
2. Is the property upside down or underutilized as defined below?	Upside Down?	Yes No
	Underutilized?	Yes No
<p>From ECL 27-1405(31):</p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p> <p>From 6 NYCRR 375-3.2(I) as of August 12, 2016: (Please note: Eligibility determination for the underutilized category can only be made at the time of application)</p> <p>375-3.2:</p> <p>(I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and</p> <p>(1) the proposed use is at least 75 percent for industrial uses; or</p> <p>(2) at which:</p> <p>(i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;</p> <p>(ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and</p> <p>(iii) one or more of the following conditions exists, as certified by the applicant:</p> <p>(a) property tax payments have been in arrears for at least five years immediately prior to the application;</p> <p>(b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or</p> <p>(c) there are no structures.</p> <p>"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.</p>		

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City (continued)

3. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review). **Check appropriate box, below:**

Project is an Affordable Housing Project - Regulatory Agreement Attached;

Project is Planned as Affordable Housing, But Agreement is Not Yet Available*
(*Checking this box will result in a “pending” status. The Regulatory Agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.);

This is Not an Affordable Housing Project.

From 6 NYCRR 375- 3.2(a) as of August 12, 2016:

(a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.

(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ households annual gross income.

(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.

(3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

BCP Application Summary (for DEC use only)**Site Name:****City:****Site Address:****County:****Zip:****Tax Block & Lot****Section (if applicable):****Block:****Lot:****Requestor Name:****City:****Requestor Address:****Zip:****Email:****Requestor's Representative (for billing purposes)****Name:****Address:****City:****Zip:****Email:****Requestor's Attorney****Name:****Address:****City:****Zip:****Email:****Requestor's Consultant****Name:****Address:****City:****Zip:****Email:****Percentage claimed within an En-Zone:****0%****<50%****50-99%****100%****DER Determination:**

Agree

Disagree

Requestor's Requested Status:**Volunteer****Participant****DER/OGC Determination:**

Agree

Disagree

Notes:**For NYC Sites, is the Requestor Seeking Tangible Property Credits:**

Yes

No

Does Requestor Claim Property is Upside Down:

Yes

No

DER/OGC Determination:

Agree

Disagree

Undetermined

Notes:**Does Requestor Claim Property is Underutilized:**

Yes

No

DER/OGC Determination:

Agree

Disagree

Undetermined

Notes:**Does Requestor Claim Affordable Housing Status:**

Yes

No

Planned, No Contract

DER/OGC Determination:

Agree

Disagree

Undetermined

Notes:

NYSDEC BROWNFIELD CLEANUP PROGRAM SUPPORTING DOCUMENTATION

CE - E11th Street MGP - OU-3

PREPARED FOR:

**185 AVENUE D LLC
c/o Church of Saint Brigid-Saint Emeric
119 Avenue B
New York, New York 10009**

PREPARED BY:



**PVE, LLC
48 Springside Avenue
Poughkeepsie, New York 12603
Phone: 845-454-2544 – Fax: 845-454-2655**

May 12, 2017
Revised June 26, 2017

PVE File #560973

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ATTACHMENTS

Attachment I-1	185 Avenue D LLC, DOS Entity Information
Attachment I-2	Certificate of Incorporation, Church of St Emeric
Attachment I-3	Correspondence from Counsel
Attachment II-1	2007 Remedial Investigation Report, Arcadis (Volume II in the electronic copy)
Attachment III-1	Figure – Soil Samples Exceeding RRSCOs - SVOCs
Attachment III-2	Figure – Soil Samples Exceeding RRSCOs – Inorganics
Attachment III-3	Figure – Groundwater Samples Exceeding Class GA Groundwater Standards - VOCs and SVOCs
Attachment IV-1	Tax Map
Attachment IV-1.1	Site Location Map – USGS 7.5 Min Quad
Attachment IV-2	Property Map
Attachment IV-3	En-zone Map
Attachment IV-4	Steam Line Easement
Attachment VI-1	Title Report
Attachment VII-1	Operating and Access Agreement
Attachment IX-1	Document Repository Letter
Attachment IX-2	Document Repository Letter
Attachment X-1	Zoning Map
Attachment X-2	Surrounding Land Uses



SECTION I - REQUESTOR INFORMATION

Name: 185 AVENUE D LLC and ROMAN CATHOLIC CHURCH OF SAINT EMERIC		
Address: c/o David Brown Church of Saint Brigid - Saint Emeric 119 Avenue B		
City/Town: New York		Zip Code: 10009
Phone: (212) 371-1011 x 2676	Fax: (212) 752-0208	E-Mail: david.brown@archny.org

Is the requestor authorized to conduct business in New York State?

Yes. Attachment I-1 contains the entity information from the NYS Department of State's Corporation & Business Entity Database for 185 Avenue D, LLC, which is a single member corporation, whose sole member is CHURCH OF SAINT EMERIC a/k/a ROMAN CATHOLIC CHURCH OF SAINT EMERIC (Attachment I-3). The Church of Saint Emeric is a Religious Corporation, formed under the Religious Corporations Law (see Attachment I-2).

Do all individuals that will be certifying documents meet the requirements detailed in the application attached per DER-10?

Yes.



SECTION II - PROJECT DESCRIPTION

II.1. What stage is the project starting at?

The project is currently in the investigation phase. A Remedial Investigation Report (RIR) referencing the subject property and multiple adjoining/nearby lots associated with the former East 11th Street MGP was completed by Arcadis, dated November 13, 2007 (Attachment II-1). Supplemental remedial investigation work will be necessary to delineate subsurface impacts in areas of the subject property (referenced as Operable Unit OU-3) that were not previously accessible. Supplemental RI work will be conducted after demolition of the school and church buildings prior to preparing the Alternatives Analysis and Remedial Work Plan.

II.2. If the project is starting at the remediation stage, a Remedial Investigation Report (RIR), Alternatives Analysis, and Remedial Work Plan must be attached.

See answer to II.1.

II.3. If a final RIR is included, please verify it meets the requirements of ECL Article 27-1415(2):

A final RIR is not included.

II.4. Description of purpose and overall development project/schedule.

The subject property includes The Church of St. Emeric, a former school building with a basement, a playground area along Avenue D, a corrugated metal building, a small shed, a paved parking lot area, and a landscaped garden area. The requestor is proposing to redevelop the 60,505-square foot property into a mixed-use property (residential and community facility) in accordance with the New York City Planning R7-2 zoning district and Quality Housing regulations.

Following, is the anticipated project schedule for environmental tasks under the BCP, as well as demolition and construction tasks. The Requestor anticipates commencing field work for the Supplemental RI in February 2018, and obtaining a COC by the end of 2020. This schedule may be expedited depending on developer's needs.

<u>TASK</u>	<u>DATE APPROVED/COMPLETED</u>
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APPLICATION and SITE PREP	
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BCP Application Submitted	May 2017
Application Accepted – Released for Public Comment	July 2017
30-Day Public Comment Period Ends	August 2017
BCA Fully Executed	September 2017
Site Prep (Building Surveys/Demo)	May 2017 – December 2017

**SUPPLEMENTAL RI**

Draft Supplemental RI Work Plan	October 2017
Supplemental RI Work Plan Approval	January 2018
RI Field Activities	February – August 2018
Proposed RI Report completed	October 2018
30-Day comment period	November 2019
Final RI Report	February 2019

REMEDIAL WORK PLAN

Proposed Remedial Work Plan (RWP) completed	March 2019
45-Day comment period	May 2019
Final RWP	June 2019
RWP Implemented during construction	3 rd Quarter 2019 – 1 st Quarter 2020

PROJECT COMPLETION

Submit Environmental Easement & Site Management Plan	2 nd Quarter 2020
Submit Final Engineering Report	3 rd Quarter 2020
Certificate of Completion	4 th Quarter 2020



SECTION III – PROPERTY’S ENVIRONMENTAL HISTORY

Section III.1 – Relevant Reports

Remedial Investigation, Arcadis, November 2007

A Remedial Investigation (RI) was completed by Arcadis, in accordance with NYSDEC DER-10, for the purpose of delineating the extent of impacts to soil, groundwater and soil vapor. The RI report contains a full discussion of the data. Validated analytical results are provided in the Arcadis report found in Attachment II-1 (provided only as Volume II of the electronic copy of this document).

Section III.2 – Sampling Data

The nature and extent of contamination and environmental media requiring action are summarized below.

The contaminants of concern identified for OU-3 at this site are:

- Coal tar
- Benzene
- Toluene
- Ethylbenzene
- Xylene (mixed)
- Polycyclic Aromatic Hydrocarbons (PAHs)

The contaminants of concern exceed the applicable SCGs for:

- Soil
- Groundwater

Soils: This property primarily housed gas purification equipment and several MGP gas holders, some of which were built as replacements for earlier holders. Foundations of the earliest gas holders remain in the subsurface, at least some of which contain MGP tar-contaminated material. Tar contamination was also identified in subsurface soil surrounding the gas holder foundations. Visible MGP impacts are mainly found between 10 – 30 ft. bgs, but some limited shallower impacts have been observed. The deepest visible impacts at St. Emeric’s were observed at 33 ft. bgs and consist of heavy sheens and visible NAPL. Although no exceedences of the restricted-residential SCOs for VOCs were noted in subsurface soils, significant SVOC (primarily PAHs) contamination was found throughout the property. The highest concentration of naphthalene detected was 400 ppm (20-21 ft. bgs) along E.12th Street. Concentrations of PAHs found in surface soils slightly exceed the soil cleanup objectives (SCOs) for restricted-residential use, but are generally consistent with the background levels for Manhattan soils.



Groundwater: Benzene has been detected above ambient groundwater quality standards in five out of six groundwater samples. Three of those wells also have exceeded other VOCs and SVOCs, including naphthalene. Groundwater contamination is mostly concentrated in areas where visible tar contamination was found.

Soil Vapor, Sub-slab Vapor, and Indoor Air: Sub-slab vapor, soil vapor, and indoor air samples were collected in the former Escuela Hispana Montessori School and the Church on the St. Emeric's property. Indoor air concentrations of VOCs (including BTEX) potentially associated with MGP residuals are consistent with background levels. BTEX was found in soil vapor and sub-slab vapor samples in OU-3 at concentrations up to 270 micrograms per cubic meter (mcg/m³) for benzene, 1,800 mcg/m³ for toluene, 440 mcg/m³ for ethylbenzene, and up to 2,800 mcg/m³ for xylenes. Concentrations of VOCs in soil vapor and sub-slab vapor were highest near areas of subsurface contamination. Indoor air concentrations of VOCs (including BTEX) potentially associated with MGP residuals are consistent with levels typically found in fuel oil heated homes.

Section III.3 – Site Drawings Depicting Contamination

Please see Attachments III-1, III-2, and III-3, depicting contamination in respective media.

Section III.4 – Past Land Uses

The subject property was formerly operated as a Coal Gas Manufacturing Plant, and subsequently a Church and School.



SECTION IV - PROPERTY INFORMATION

Property Name: CE – E11th Street MGP – OU – 3

Address: 181 Avenue D

City: New York

ZIP: 10009

Municipality: New York

County: New York

Site Size (Acres): 1.39

Latitude (degrees/minutes/seconds): 40°43'36.0"N

Longitude (degrees/minutes/seconds): 73°58'28.3"W

Horizontal Collection Method: Map

Horizontal Reference Datum: WGS84 - GoogleEarth

<u>Parcel Address</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>	<u>Acreage</u>
181 Avenue D	Manhattan	382	22	1.39

Attachment IV-1 is a tax map that includes the subject lot and adjoining lots, with legible identifier numbers.

IV.1 - Property Boundaries

The property boundaries do correspond to tax map metes and bounds (see Attachment IV-1 Tax Map and Attachment VI-1, for property description).

IV.2. - Property Map

The required Property Map is attached to the application (see Attachment IV-2).

IV.3. - En-Zone

The property is part of a designated En-Zone Type-A within Census Tract 28; 100% of the property is located within the above described En-zone (see Attachments IV-3).

IV.4. - Multiple Applications

This application is not one of multiple applications for a large development project.

IV.5 - Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?

No.

IV.6 – Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law?

No.



IV.7 – Are there any lands under water?

No.

IV.8 - List of Existing Easements

As described in Attachment IV-4, an easement exists on the subject property between ROMAN CATHOLIC CHURCH OF SAINT EMERIC, as the Grantor and, CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., as the Grantee. This easement could preclude remediation in this area, however, the site will be redeveloped and this easement may be relocated to facilitate construction and ultimately remediation of the site.

IV.9. Permits

There are no permits issued by NYSDEC or USEPA relating to the proposed site.

IV.10 - Property Description Narrative

Location

The site is located on the lower east side of the Borough of Manhattan in New York City. The site is bordered by East 13th Street to the north, East 12th Street to the south, Avenue D to the East, and a residential property to the west (3 Haven Plaza).

Site Features

The main features of the site include the following: Church of St. Emeric; former Escuela Hispana Montessori Head Start School (formerly Saint Emeric's School); a Quonset-hut style storage building and the church/school parking lot and sidewalks.

Current Zoning and Land Use

New York City Planning Commission designates the properties as R7-2: Moderate to High-Density Residential District, which includes land uses designated as multilevel elevator residential buildings, transportation and utility use, and public facilities and institutions. The Site is currently occupied by a church and school. The school is currently not being used.

Past Uses of the Site

The East 11th Street Works began operations sometime between 1859 and 1868 and was shut down in approximately 1933. During its operational period, the manufactured gas plant (MGP) consisted of 17 gas holders ranging in capacity from approximately 50,000 cubic feet (cu ft.) to 5,000,000 cu ft. Several of the gas holders were converted from gas storage to liquid storage of naphtha, tar or gas oil. The original gas holders built in the late 1800s were most likely constructed with below grade



bottoms. Many of these were replaced by large gas holders built on grade, with storage capacities greater than 1,000,000 cu ft. of gas. Other production and storage facilities that were present at the former MGP included retorts, fuel/gas oil tanks, tar separators, purifying houses, condensers and scrubbers.

Site Geology and Hydrogeology

Overburden materials at the site comprise three primary stratigraphic units: A Fill Unit, a Sand-Silt Unit, and a Silty-Clay Unit. The Fill Unit is the uppermost unit encountered and is the present-day surface of the site. The Fill Unit consists of typical urban debris, including reworked gravel, sand and clay, as well as various types of anthropogenic material, such as, but not limited to, concrete, brick, ash, cinder and glass. The Fill Unit is underlain by the Sand-Silt Unit, which is underlain by the Silty-Clay Unit. Beneath the overburden lies gneiss bedrock, which is located at least 90 feet below ground surface (ft bgs). The Fill Unit and the Sand-Silt Unit form a shallow unconfined aquifer (or water-table aquifer) and the Silty-Clay Unit appears to be semi-confining to groundwater. Shallow groundwater, found at approximately 10 ft bgs, flows generally eastward toward the East River.

Environmental Assessment

Soils: The subject property formerly housed gas purification equipment and several MGP gas holders, some of which were built as replacements for earlier holders (See Attachment II- 1). Subsurface investigations on this property have been limited by the presence of school and church buildings. Earlier assessments have determined that gas holder foundations remain in the subsurface, at least some of which contain MGP tar-contaminated material. Tar contamination was also identified in subsurface soils surrounding gas holder foundations. Visible MGP impacts are mainly found between 10 – 30 ft. bgs, but some limited shallower impacts have been observed. The deepest visible impacts at St. Emeric's were observed at 33 ft. bgs, and consist of heavy sheens and visible NAPL. Although no exceedances of the restricted-residential SCOs (RRSCOs) for VOCs were noted in subsurface soils, significant SVOC (primarily PAHs) contamination was found throughout the property (VOCs exceed the Unrestricted SCOs). The highest concentration of naphthalene detected was 400 ppm (20-21 ft. bgs) along E. 12th Street. Concentrations of PAHs found in surface soils slightly exceed the soil cleanup objectives (SCOs) for restricted-residential use, but are generally consistent with the background levels for Manhattan soils. See Attachments III-1, III-2 and III-3 for figures showing analytes that exceed RRSCOs.

Groundwater: Benzene has been detected above ambient groundwater quality standards in five out of six groundwater monitoring wells. Samples from three of those wells also contain other VOCs and SVOCs exceeding groundwater standards, including naphthalene. Groundwater contamination is mostly concentrated in areas where visible tar contamination was found. Limited migration of dissolved groundwater contamination has been noted.

Soil Vapor, Sub-Slab Vapor, and Indoor Air: Sub-slab vapor, soil vapor, and indoor air samples were collected in the former Escuela Hispana Montessori School and the Church on OU-3. Indoor air concentrations of VOCs (including BTEX) potentially associated with MGP residuals are consistent



with background levels. BTEX was found in soil vapor and sub-slab vapor samples at concentrations up to 270 micrograms per cubic meter (mcg/m³) for benzene; 1,800 mcg/m³ for toluene; 440 mcg/m³ for ethylbenzene; and up to 2,800 mcg/m³ for xylenes.

IV.11 – Tangible Property Tax Credits

Yes, the requestor is seeking a determination that the site is eligible for tangible property tax credits.

IV.12 – Upside Down Property

No, the requestor will not seek a determination that the property is upside down, now or in the future.

**SECTION V - ADDITIONAL REQUESTOR INFORMATION**

Name of Requestor's Authorized Representative: David S. Brown		
Address: Archdiocese of New York; 1011 First Avenue		
City/Town: New York, NY		Zip Code: 10022
Phone: 212-371-1011 x2676	Fax: (212) 752-0208	E-Mail: david.brown@archny.org
Name of Requestor's Consultant: PVE, LLC		
Address: 48 Springside Avenue		
City/Town: Poughkeepsie, NY		Zip Code: 12603
Phone: (845) 454-2544	Fax: (845) 454-2655	E-Mail: cbrown@pve-llc.com
Name of Requestor's Attorney: David Yudelson, Esq.		
Address: 560 Lexington Avenue, 15 th Floor		
City/Town: New York, NY		Zip Code: 10022
Phone: (212) 421-2150	Fax: (212) 906-9032	E-Mail: dyudelson@sprlaw.com
Name of Requestor's Attorney: Kimberlea Shaw Rea, Esq.		
Address: 50 North Ferry Road; PO Box 633		
City/Town: Shelter Island, NY		Zip Code: 11964
Phone: (631) 749-0200	Fax: (631) 749-0292	E-Mail: kimberlearea@gmail.com

**SECTION VI - CURRENT PROPERTY OWNER/OPERATOR INFORMATION**

Owners Name: Church of Saint Emeric		
Address: c/o Archdiocese of New York; 1011 First Avenue		
City/Town: New York, NY		Zip Code: 10022
Phone: (212) 371-1011 x 2676	Fax: (212) 752-0208	E-Mail: david.brown@archny.org
Operators Name: Church of Saint Brigid - Saint Emeric; Attn Monsignor Gregory Mustaciulo		
Address: 111 Avenue B		
City/Town: New York, NY		Zip Code: 10009
Phone: 646 794 2900	Fax: n/a	E-Mail: Gregory.mustaciulo@archny.or

The deed identifies the owner as the Roman Catholic Church of Saint Emeric (also known as the Church of Saint Emeric, in Church records). See Attachment VI-1.

11.1 List of Previous Property Owners and Operators

181 Avenue D; City of New York, Manhattan; Block 382 Lot 22					
Previous owner or operator name	Operator or Owner	Approximate dates	Last Known Address	Phone number	Requestor's relationship to owner/operator
Church of St Mary Magdalene	Owner	Up to June 26, 1946	451 Madison Avenue New York, NY	Unknown	None
Consolidated Edison Company of New York, LLC	Owner and Operator	Until at least 1933	4 Irving Place New York, NY	Unknown	None/Easement Grantee



SECTION VII - REQUESTOR ELIGIBILITY INFORMATION

VII.1 - Are any enforcement actions pending against the requestor regarding the site?

No.

VII.2 - Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?

No.

VII.3 - Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.

No.

VII.4. Has the requestor been determined in an administrative, civil or criminal processing to be in violation of i) any provision of the ECL Article 27; ii) any order or determination; iii) any regulation implementing Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment.

No.

VII.5 - Has the requestor previously been denied entry to the BCP? If so, include information relative to the application.

No.

VII.6 - Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortuous act involving the handling, storing, treating, disposing or transporting of contaminants?

No.

VII.7 - Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as the term is used in Article 195 of the Penal Law) under federal law or the laws against any state?

No.



VII.8 - Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to DEC?

No.

VII.9 - Is the requestor an individual or entity of the type set forth in ECL27-1407.9 (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?

No.

VII.10 - Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?

No.

VII.11 - Are there any unregistered bulk storage tanks on-site which require registration?

No.

Statement describing why the Requester should be considered a Volunteer:

In accordance with the definitions outlined in ECL 27-1405 (1) the requestor is considered a Volunteer since their 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.

Requestor Relationship to Property:

Potential/Future Developer.

The Requestors (185 Avenue D, LLC and Church of Saint Emeric) are owned by the owner of the premises and charged with preparing site for remediation, remediating it and potentially developing it.

Proof of Site Access:

The attached Operating Agreement provides access from the property owner to the Requestor (Attachment VII-1).



SECTION VIII - PROPERTY ELIGIBILITY INFORMATION

VIII.1 – Is/was the property, or any portion of the property, listed on the NPL?

No.

VIII.2 - Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites pursuant to ECL 27-1305?

No.

VIII.3 - Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status Facility?

No.

VIII.4 – If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined by ECL-27 1405(1)(b), or under contract to be transferred to a volunteer?

No.

VIII.5 - Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10?

No.

VIII.6 - Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum?

No.



SECTION IX - CONTACT LIST INFORMATION

IX.1 - The Chief Executive Officer and Planning Board Chairperson of each County, City, Town and Village in which the property is located.

Borough of Manhattan

Manhattan Borough President	Deputy Borough President
Gale Brewer Northern Manhattan Office 431 West 125th Street New York, NY 10027	Aldrin Bonilla Northern Manhattan Office 431 West 125th Street New York, NY 10027

City of New York

Mayor	Planning Board Chairman
Bill de Blasio City of New York City Hall Park New York, NY 10007	Marisa Lago Manhattan Office 120 Broadway, 31st Floor New York, NY 10271

New York State Legislature

NYS Assembly	NYS Senate
Nicole Malliotakis 7408 Fifth Avenue Brooklyn, NY 11209 Nicole Malliotakis	Daniel L. Squadron 250 Broadway, Suite #2011 New York, NY 10007

IX.2 - Residents, Owners, and Occupants of the Property and adjacent properties

See table, below. Ownership information was obtained through New York City Oasis Digital Map (<http://www.oasisnyc.net/map.aspx>).

Table of Residents, Owners, and Occupants of the Property and adjacent properties

<u>Lot</u>	<u>Block</u>	<u>Owner</u>	<u>Owner Address</u>	<u>Occupant</u>
22	382	Roman Catholic Church of Saint Emeric (Proposed BCP Site)	1011 First Avenue, New York, NY 10022	Church of Saint Emeric
1	382	Haven Plaza Housing Development Fund Company, Inc.	2 Haven Plaza New York, NY 10009	Daisy Lopez (Property Manager of 2 Haven Plaza) *



1	383	Consolidated Edison Company of New York	4 Irving Place New York, NY 10003	Consolidated Edison Company of New York
100	367	Power Authority of the State of New York	1633 Broadway, New York, NY 10019	Power Authority of the State of New York
25	367	Department of Environmental Protection	1 West 40th Street, New York, NY 10018	Avenue D Pump Station/ Department of Environmental Protection
38	381	Department of Citywide Administrative Services/ Department of Education	1 Centre Street, New York, NY 10007	Public School 34 Franklin D. Roosevelt (Principal – Angeliki Loukatos)
1	367	NYC Housing Authority	90 Church Street, New York, NY 10007	Ligamma George (Property Manager of NYCHA -Riis Houses II)

*A list of tenants could not be provided by the property manager.

IX.3 - Local news media from which the community typically obtains information.

The Village Voice
80 Maiden Lane #2105 New York, NY 10038

IX.4 - The public water supplier which services the area in which the property is located.

Water Supply
New York City Department of Environmental Protection Vincent Sapienza Commissioner 59-17 Junction Boulevard, 13th Floor Flushing, NY 11373

IX.5 - Any person who has been asked to be placed on the contact list, and interested parties.

There are no additional interested parties known at this time.

**IX.6 - The administrator of any school or day care facility located on or near the property.**

Public School 34 Franklin D. Roosevelt	The Children's Workshop School PS 361
730 East 12th Street New York, NY 10009 Angeliki Loukatos – Principal	610 East 12th Street New York, NY 10009 Maria Velez Clarke – Principal
Virginia Day Nursery	
464 East 10th Street New York, NY Shayna Williams – Executive Director	

IX.7 - The location of a document repository

The document repositories for this project are:

New York Public Library – Tompkins Square Branch
331 East 10th Street New York, NY 10009 Phone: 212-228-4747

Manhattan Community Board 3
59 E 4th St, New York, NY 10003 Phone: 212-533-5300

Attachment IX-1 and IX-2 are responses from the repositories acknowledging that they agree to act as a document repository for the project.

IX.8 - 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

The proposed BCP site is within the boundaries of a community with a population of one million or more people. The proposed BCP site is within the boundary of Manhattan Community Board 3



Manhattan Community Board 3
59 E 4th St, New York, NY 10003 Phone: 212-533-5300

Members of Manhattan Community Board 3 are listed below:

Enrique Cruz	MyPhuong Chung
Wilda Escarfuller	Vaylateena Jones
Sameh Jacob	Veronica Leventhal
Linda Jones	Gigi Kam Chi Li
Meghan Joye	Wilson Soo
Chad Marlow	Rodney Washington
Alexandra Militano	David Adams
Chiun Ng	Lisa Burriss
James Rogers	David Crane
Christopher Santana	Lisa Kaplan
Robin Schatell	Carol Kostik
Alan Van Capelle	Joyce Ravitz
	Nancy Rose Sparrow-Bartow



SECTION X – LAND USE FACTORS

X.1 - What is the current zoning for the site? What uses are allowed by the current zoning?

Residential. See Attachment X-1.

If zoning change is imminent, please provide documentation from the appropriate zoning authority.

Not applicable.

X.2 – Current Use:

Public Facilities and Institutions

Attach a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date.

The site was most recently operated by the Church of St. Emeric, a Roman Catholic Parish and the Escuela Hispana Montessori Head Start School (formerly Saint Emeric's School). There are currently four buildings on the subject property: The Church of St. Emeric, a multistory school building with a basement, a playground area along Avenue D, a corrugated metal building Quonset hut structure, a small shed, a paved parking lot area, and a landscaped garden area. St. Emeric's Church was built in 1949, and the school building was built in 1952.

Prior to its use as a church and school, the subject property was formerly operated by The East 11th Street Works, which began operations sometime between 1859 and 1868 and was shut down in approximately 1933. During its operational period, the subject property was used as part of a manufactured gas plant (MGP) that spanned several adjoining/nearby properties.

According to a Remedial Investigation Report referencing the subject property and multiple adjoining/nearby lots associated with the former East 11th Street MGP completed by Arcadis, dated November 13, 2007 (Attachment II-1) the following former structures were located on the subject property and represent possible contaminant source areas:

- Four 5,000,000-cu ft. gas holders occupying the eastern and central portions of the property;
- Purifying house occupying the western portion of the present church building, the northeast corner of the corrugated metal building Quonset hut like structure, and the northern portion of the small shed;
- Engine room located on the west adjoining property and partially on the subject property and western portion of the church building;

**X.3 – Reasonably anticipated use Post Remediation:**

Multi-Family Residential.

Attach a statement detailing the specific proposed use.

The proposed use includes a high-rise residential building and a community facility space. The project is planned as Affordable Housing.

If residential, does it qualify as single family housing?

No.

X.4 – Do current historical and/or recent development patterns support the proposed use?

Yes.

X.5 – Is the proposed use consistent with applicable zoning laws/maps?

Yes. See Attachment X-1, Current Zoning Map.

Briefly explain below, or attach additional information and documentation if necessary.

Yes, the zone in which the subject property is located is R7-2, Medium Density Apartment House District. See Attachment X-1.

X.6 – Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans?

Yes.

Briefly explain below, or attach additional information and documentation if necessary.

The proposed use is consistent with current uses of surrounding properties, which include multi-family elevator buildings, public facilities & institutions, and transportation & utility uses. See Attachment X-2

Attachment I-1 - 185 Avenue D LLC, DOS Entity Information



NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through May 2, 2017.

Selected Entity Name: 185 AVENUE D LLC

Selected Entity Status Information

Current Entity Name: 185 AVENUE D LLC

DOS ID #: 5127467

Initial DOS Filing Date: APRIL 27, 2017

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC 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 CHURCH OF SAINT BRIGID-SAINT EMERIC

ATTN: REV. LORENZO ATO, PASTOR

119 AVENUE B

NEW YORK, NEW YORK, 10009

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
APR 27, 2017	Actual	185 AVENUE D 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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Attachment I-2 - Certificate of Incorporation
Church of St Emeric

CERTIFICATE OF INCORPORATION
of the
ROMAN CATHOLIC CHURCH OF SAINT EMERIC

the principal place of worship of which is at the North West Corner of 12th Street and Avenue D, in the Borough of Manhattan, in the City of New York, County of New York and State of New York.

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

WHEREAS, in pursuance of Section 90 of Article 5 of the Religious Corporations Law of the State of New York,

We, HIS EMINENCE FRANCIS CARDINAL SPELLMAN, the Roman Catholic Archbishop of the Diocese of New York, MOST REVEREND JOSEPH P. DONAHUE, Vicar General of said Diocese, and REVEREND VINCENT J. BROSANAN, the Rector of the ROMAN CATHOLIC CHURCH OF SAINT EMERIC, the principal place of worship of which is located in the Borough of Manhattan and in the Diocese of New York (of which said His Eminence Francis Cardinal Spellman is Archbishop and said Most Reverend Joseph P. Donahue is Vicar General) have selected and appointed JOHN J. SWEENEY and THOMAS J. CULHANE, two laymen, members of said Church, Trustees of said Church, as provided in said Law; and

WHEREAS, we, whose names are hereto subscribed are desirous of incorporating said Church or the Congregation thereof, pursuant to said Law;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

That we do hereby certify that the name or title by which we and our successor shall be known as a body corporate by said Law is ROMAN CATHOLIC CHURCH OF SAINT EMERIC, and that the principal place of worship of said Church is located in said Borough of Manhattan, in the Diocese of New York, and that we are the Trustees thereof.

IN WITNESS WHEREOF, we have signed these presents in duplicate, one counterpart thereof to be filed in the Office of the Clerk of said County of New York, and have acknowledged the same according to law.

Dated this 4th day of February, in the year of our Lord, One thousand nine hundred and forty-nine.

Francis Spellman
Archbishop of New York

Joseph P. Rinaldi V.G.
Vicar General

Vincent J. Brosnan
Rector

Thomas J. Culhane

John J. Lucey

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

On this 24th day of February, in the year of our Lord, One thousand nine hundred and forty-nine, before me personally came HIS EMINENCE FRANCIS CARDINAL SPELLMAN, the Roman Catholic Archbishop of the Diocese of New York, and also MOST REVEREND JOSEPH P. DONAHUE, Vicar General of said Diocese, severally known to me to be two of the persons described in, and who executed the within instrument, and they severally acknowledged to me that they executed the same.

Eleanor J. Flood
ELEANOR J. FLOOD
Notary Public, State of New York
Residing in New York County
N.Y. CO. CLK. No. 68, Reg. No. 337-F-0
Commission Expires March 30, 1950

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

On this 4th day of February, in the year of our Lord, One thousand nine hundred and forty-nine, before me personally came REVEREND VINCENT J. BROSNAN, the Rector of the ROMAN CATHOLIC CHURCH OF SAINT EMERIC, JOHN J. SWEENEY and THOMAS J. CULHANE, severally known to me to be three of the persons described in, and who executed the within instrument, and they severally acknowledged to me that they executed the same.

Michael H. Fundergast
MICHAEL H. FUNDERGAST
Notary Public, State of New York
Residing in Rockland County
New York County Clerk No. 310
New York State Bar No. 71826
Commission Expires March 30, 1950

O.E. CO. OF N.Y. CO.
SEP 9 10 47 AM 1949
DISTRICT SALES OFFICE
130 EAST 15 STREET

CERTIFICATE OF INCORPORATION

of the

ROMAN CATHOLIC CHURCH OF
SAINT EMERIC

—
Dated: February 4th, 1949.

MUDGE, STERN, WILLIAMS & TUCKER
40 WALL STREET, NEW YORK

(CERTIFIED COPY DESK)

No.....

State of New York,
County of New York,

New York, } ss.:

NEW YORK,)
I ARCHIBALD

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filed in my office
and that the same

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t

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Figure 2

Attachment I-3
Correspondence from Counsel

From: Michels, Paul [<mailto:pmichels@cullenanddykman.com>]

Sent: Thursday, June 08, 2017 11:15 AM

To: David Brown

Subject: RE: BCP Application - Response to NYSDEC LOI

Dave,

185 AVENUE D LLC is a single member corporation.

The sole member is **CHURCH OF ST. EMERIC a/k/a ROMAN CATHOLIC CHURCH OF SAINT EMERIC.**

The authorized signatories are:

- 1) Rev. Lorenzo Ato, Pastor of Church of St. Emeric, and any successor Pastor of St. Emeric.
- 2) David S. Brown, Director of Real Estate of the Archdiocese of New York, and any successor Director of Real Estate of the Archdiocese of New York.
- 3) Rev. Msgr. Gregory Mustaciuolo, Vicar General of the Archdiocese of New York, and any successor Vicar General of the Archdiocese of New York.

Paul



Paul A. Michels

Partner

Cullen and Dykman LLP

44 Wall Street

New York, New York 10005

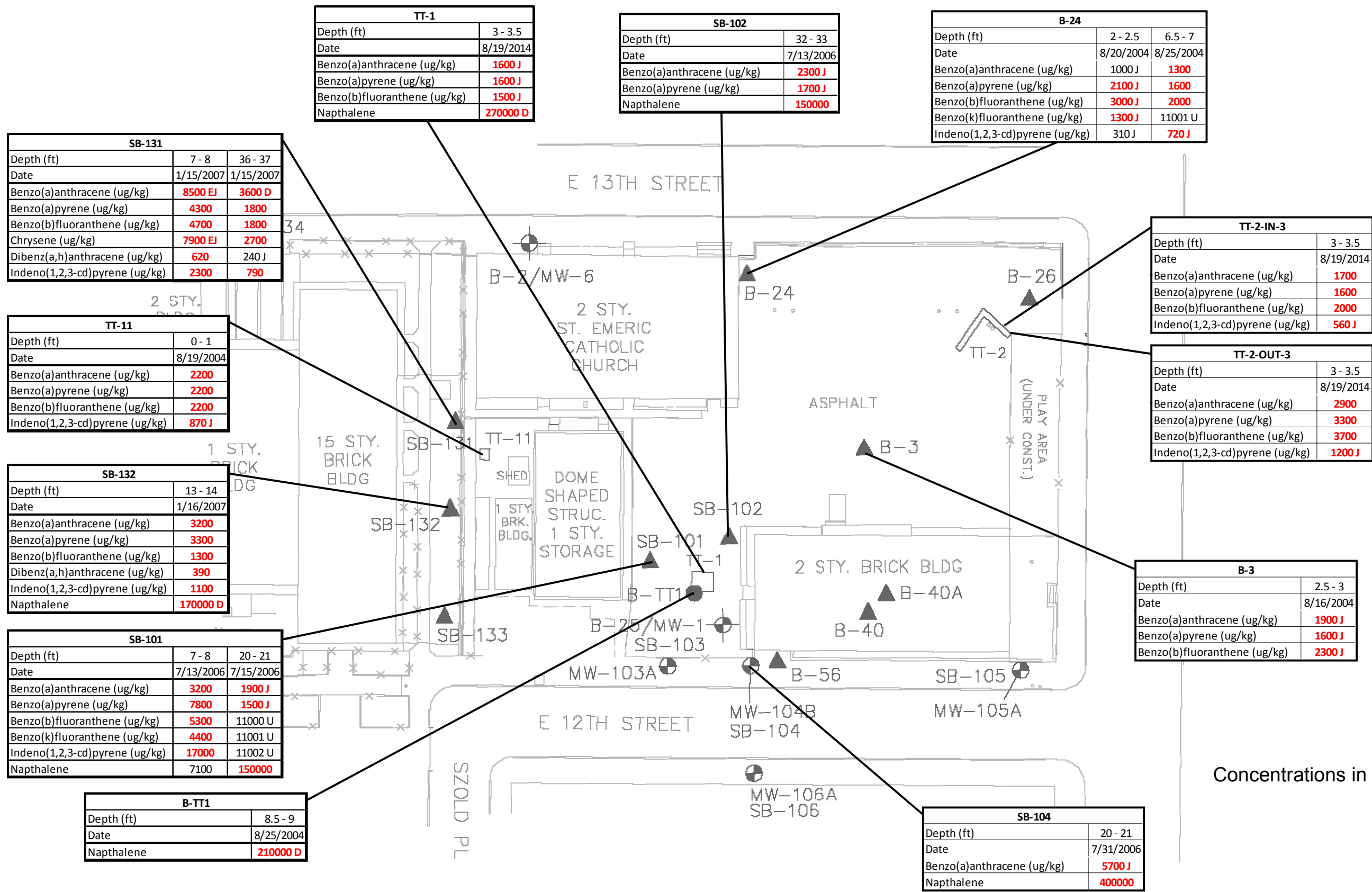
T: 212.510.2258

pmichels@cullenanddykman.com

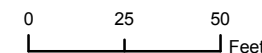
www.cullenanddykman.com

Attachment II-1 - 2007 Remedial Investigation Report
PROVIDED ELECTRONICALLY IN
DVD VOLUME II

Attachment III-1 - Figure - Soil Samples Exceeding RRSCOs –
SVOCs



Concentrations in red exceed RRSCOs



DATA SOURCES
Sample Contaminant Concentrations: Remedial Investigation Report, Arcadis, November 2007
Drawing: Arcadis, Survey date 9/3/2004.
Aerial Image: USDA FSA, 2015. Provided by ESRI.



SOIL SAMPLES EXCEEDING RRSCO CONCENTRATIONS (SVOCs)

EAST 11TH ST. MGP - ST. EMERIC'S PROPERTY (OU-3)
181 AVENUE D, NEW YORK, NEW YORK

108 W 39th Street
New York, NY 10018
Phone: (845) 454-2544
Fax: (845) 454-2655

FIGURE 1



DATE:	5/11/2017
SCALE:	As Indicated
PROJECT NUMBER:	560973

ALL LOCATIONS APPROXIMATE

Attachment III-2 - Figure - Soil Samples Exceeding RRSCOs -
Inorganics

B-1	
Depth (ft)	3 - 4
Date	8/19/2004
Mercury (mg/kg)	0.89 J

B-24				
Depth (ft)	1 - 2	2 - 5	6.5 - 7	10 - 10.5
Date	8/20/2004	8/20/2004	8/25/2004	8/25/2004
Arsenic (mg/kg)	66.9	20.6	9.51 J	7.2 J
Barium (mg/kg)	2510	547	176	207
Cadmium (mg/kg)	43.1	19.7	2.47 J	2.71 J
Lead (mg/kg)	21400	3850	934	1060
Mercury (mg/kg)	0.62	1.1	0.48 J	0.27 J

Concentrations in red exceed RRSCOs

TT-2-IN-3	
Depth (ft)	3 - 3.5
Date	8/19/2004
Lead (mg/kg)	478

TT-2-OUT-3	
Depth (ft)	3 - 3.5
Date	8/19/2004
Arsenic (mg/kg)	23.3 J
Lead (mg/kg)	1740
Mercury (mg/kg)	0.84 J

B-3	
Depth (ft)	2.5 - 3
Date	8/16/2004
Lead (mg/kg)	433

TT-1	
Depth (ft)	3 - 3.5
Date	8/19/2004
Arsenic (mg/kg)	103 J
Barium (mg/kg)	2410
Cadmium (mg/kg)	62.5 J
Lead (mg/kg)	32700

SB-105	
Depth (ft)	9 - 10
Date	7/29/2006
Mercury (mg/kg)	5.2

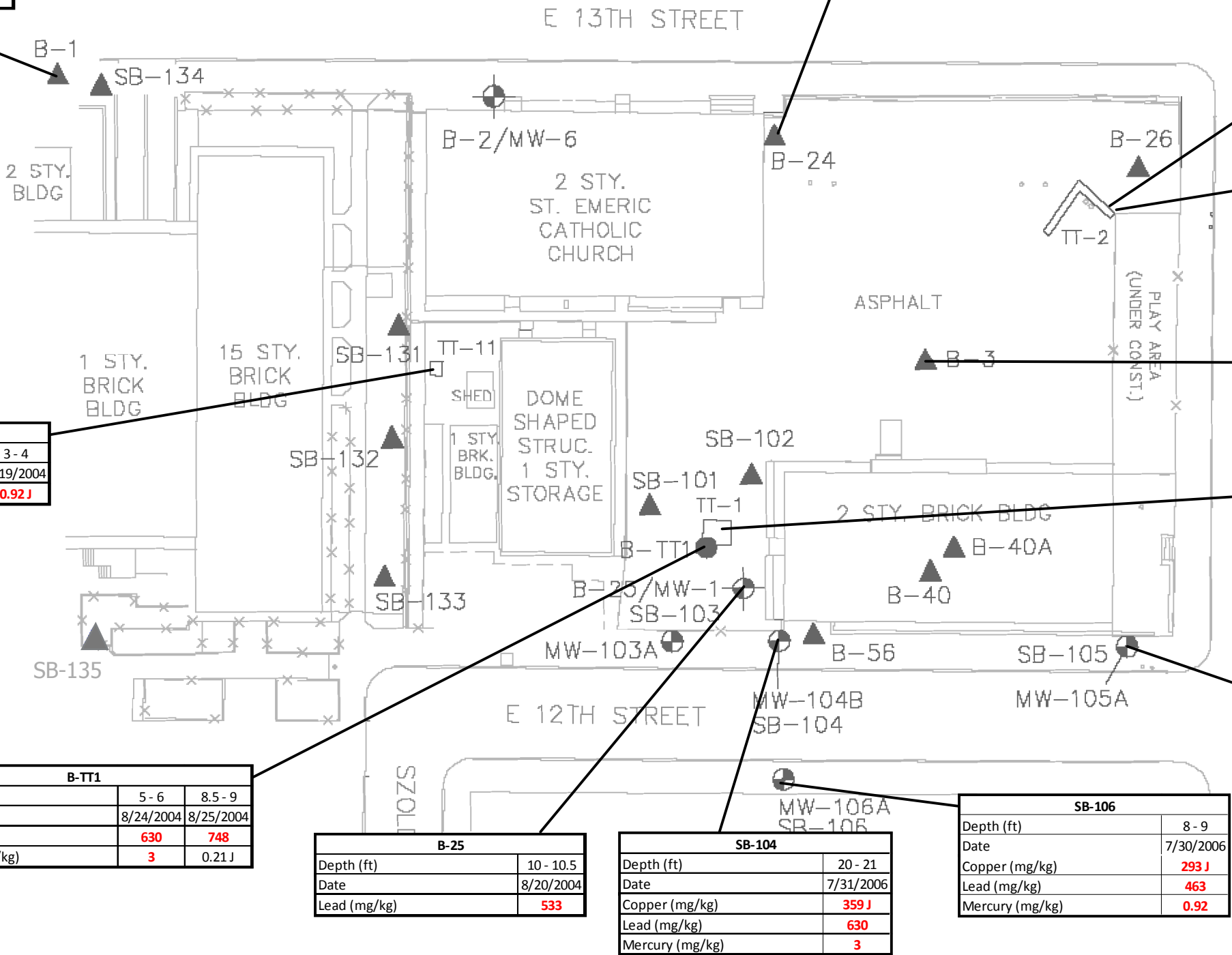
TT-11	
Depth (ft)	3 - 4
Date	8/19/2004
Mercury (mg/kg)	0.92 J

B-TT1		
Depth (ft)	5 - 6	8.5 - 9
Date	8/24/2004	8/25/2004
Lead (mg/kg)	630	748
Mercury (mg/kg)	3	0.21 J

B-25	
Depth (ft)	10 - 10.5
Date	8/20/2004
Lead (mg/kg)	533

SB-104	
Depth (ft)	20 - 21
Date	7/31/2006
Copper (mg/kg)	359 J
Lead (mg/kg)	630
Mercury (mg/kg)	3

SB-106	
Depth (ft)	8 - 9
Date	7/30/2006
Copper (mg/kg)	293 J
Lead (mg/kg)	463
Mercury (mg/kg)	0.92



DATA SOURCES
Sample Contaminant Concentrations: Remedial Investigation Report, Arcadis, November 2007
Drawing: Arcadis, Survey date 9/3/2004.
Aerial Image: USDA FSA, 2015. Provided by ESRI.



SOIL SAMPLES EXCEEDING RRSCO CONCENTRATIONS (INORGANICS)

EAST 11TH ST. MGP - ST. EMERIC'S PROPERTY (OU-3)
181 AVENUE D, NEW YORK, NEW YORK

108 W 39th Street
New York, NY 10018
Phone: (845) 454-2544
Fax: (845) 454-2655

FIGURE 2

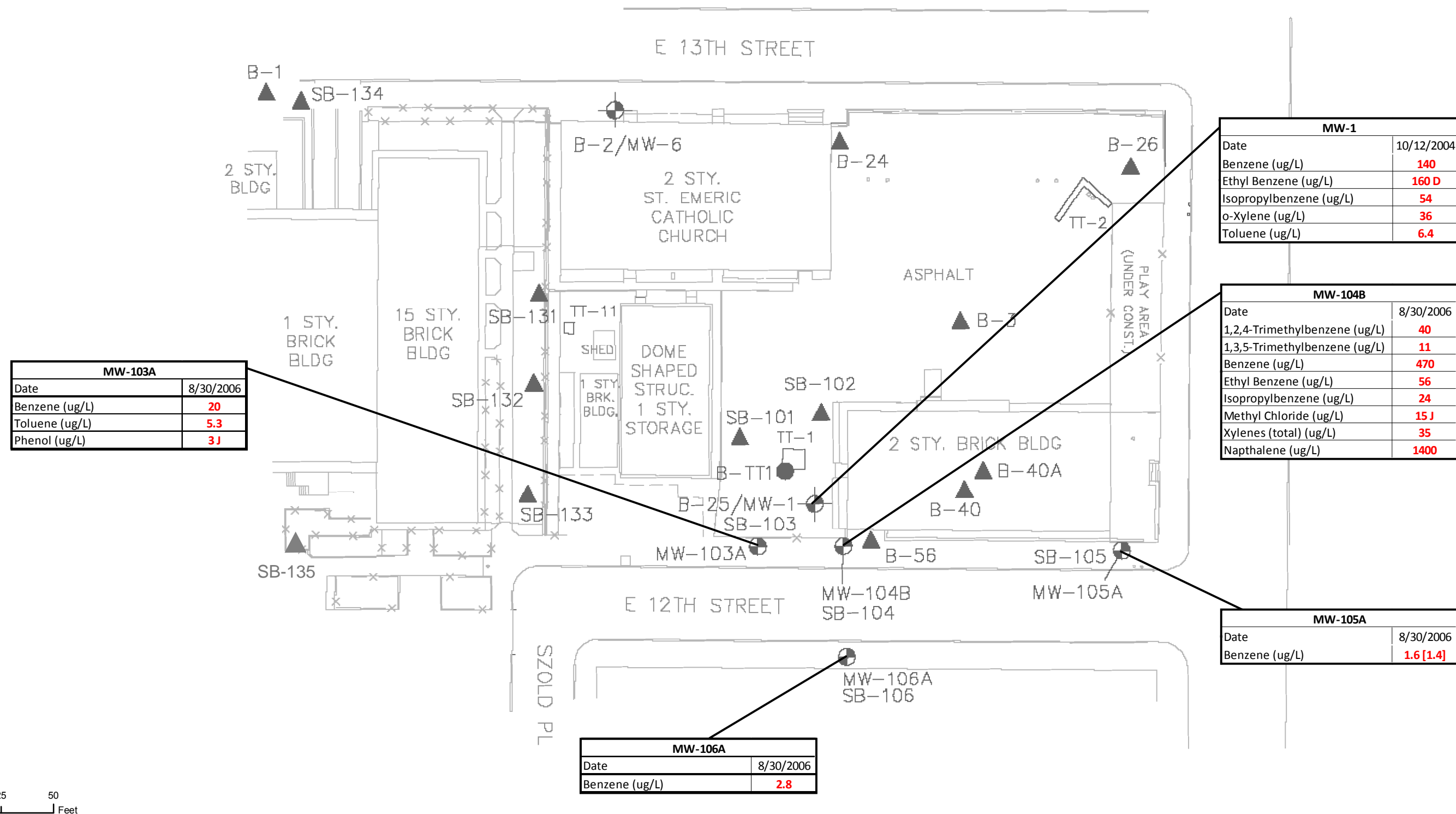


DATE:	5/11/2017
SCALE:	As Indicated
PROJECT NUMBER:	560973

ALL LOCATIONS APPROXIMATE

**Attachment III-3 - Figure - Groundwater Samples Exceeding
Class GA Standards - VOCs and SVOCs**

Concentrations in red exceed 6NYCRR 703.5



DATA SOURCES
Sample Contaminant Concentrations: Remedial Investigation Report, Arcadis, November 2007
Drawing: Arcadis, Survey date 9/3/2004.
Aerial Image: USDA FSA, 2015. Provided by ESRI.



GROUNDWATER SAMPLES EXCEEDING CLASS GA CONCENTRATIONS (VOCs AND SVOCs)

EAST 11TH ST. MGP - ST. EMERIC'S PROPERTY (OU-3)
181 AVENUE D, NEW YORK, NEW YORK

108 W 39th Street
New York, NY 10018
Phone: (845) 454-2544
Fax: (845) 454-2655

FIGURE 3



DATE:	5/11/2017
SCALE:	As Indicated
PROJECT NUMBER:	560973

ALL LOCATIONS APPROXIMATE

Attachment IV-1 - Tax Map

214 AVENUE C
LOT 1

BLOCK 383

AVENUE D
LOT 100

E 13 ST

152 AVENUE D
LOT 1

293

181 AVENUE D
LOT 22

184 AVENUE D
LOT 25

BLOCK 367

BLOCK 382

188 AVENUE C
LOT 1

206.5

206.5

AV D

293

152 AVENUE D
LOT 1

E 12 ST

SZOLD PL

730 EAST 12 STREET
LOT 38

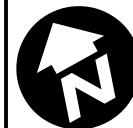
BLOCK 381

0 15 30 60
Feet

Tax Parcel Outlines:
NYC Dept. of City Planning, 2016

TAX MAP (BLOCK 382 LOT 22)
EAST 11TH ST. MGP - ST. EMERIC'S PROPERTY (OU-3)
181 AVENUE D, NEW YORK, NEW YORK

FIGURE 6



DATE: 5/8/2017

SCALE: As Indicated

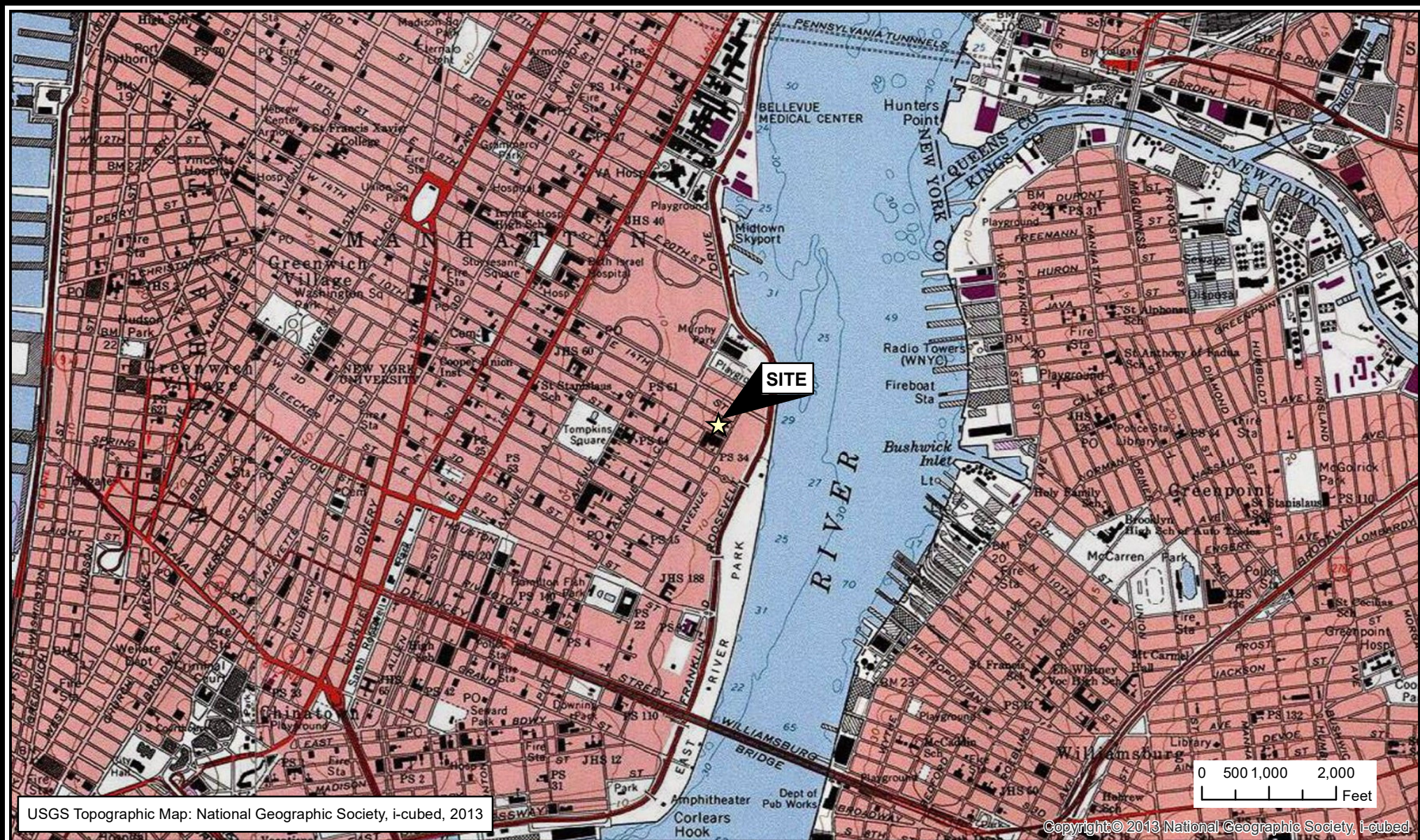
PROJECT
NUMBER: 560973

ALL LOCATIONS APPROXIMATE



48 Springside Avenue
Poughkeepsie, New York 12603
Phone: (845) 454-2544
Fax: (845) 454-2655

Attachment IV-1.1 SLM 7.5 Min Quad



SITE LOCATION MAP

EAST 11TH ST. MGP - ST. EMERIC'S PROPERTY (OU-3)
181 AVENUE D, NEW YORK, NEW YORK



48 Springside Avenue
Poughkeepsie, New York 12603
Phone: (845) 454-2544
Fax: (845) 454-2655

FIGURE 5



DATE:	5/8/2017
SCALE:	As Indicated
PROJECT NUMBER:	560973

ALL LOCATIONS APPROXIMATE

Attachment IV-2 - Property Map

Legend

 BCP Boundary

Consolidated Edison Company of New York

Power Authority of the
State of New York

East 13th Street

2-STORY ST. EMERIC'S
CATHOLIC CHURCH

1-STORY
DOME-SHAPED
STRUCTURE

1-STORY
BRICK
BUILDING

Roman Catholic Church
of Saint Emeric

2-STORY BRICK BLDG

Department of
Environmental Protection

Avenue D

New York City
Housing Authority

East 12th Street

Data Sources:
Tax Parcel Outline: NYC Dept. of City Planning, 2016
Roads: NYS ITS GIS Program Office, 2015
Aerial Image: NYS ITS GIS Program Office, 2012

Place

Department of Citywide Administrative
Services/Department of Education

0 15 30 60
Feet

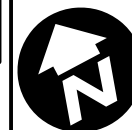
PROPERTY MAP

EAST 11TH ST. MGP - ST. EMERIC'S PROPERTY (OU-3)
181 AVENUE D, NEW YORK, NEW YORK



108 W 39th Street
New York, NY 10018
Phone: (845) 454-2544
Fax: (845) 454-2655

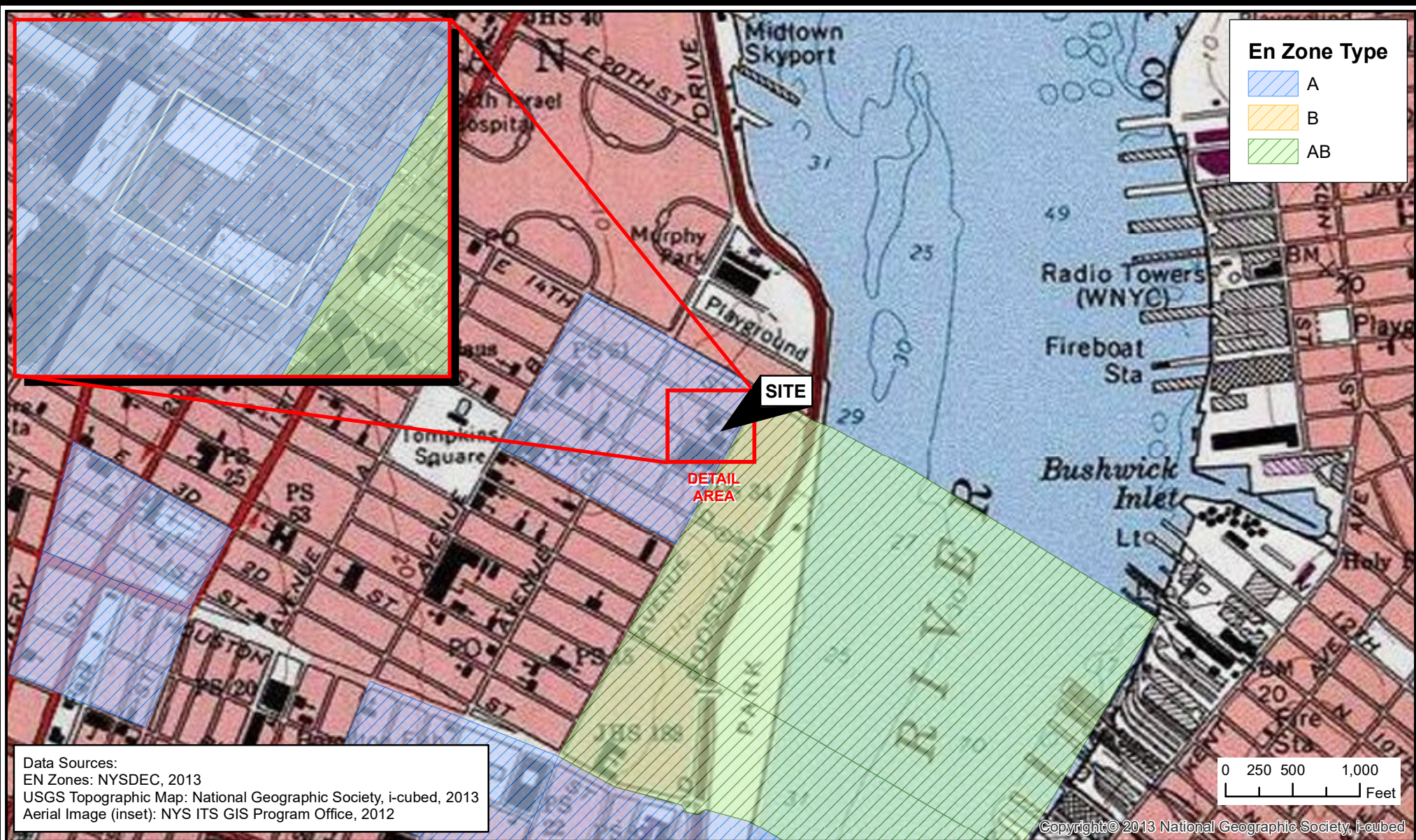
FIGURE 4



DATE:	5/11/2017
SCALE:	As Indicated
PROJECT NUMBER:	560973

ALL LOCATIONS APPROXIMATE

Attachment IV-3 - En-zone Map



EN ZONE TYPE

EAST 11TH ST. MGP - ST. EMERIC'S PROPERTY (OU-3)
 181 AVENUE D, NEW YORK, NEW YORK



48 Springside Avenue
 Poughkeepsie, New York 12603
 Phone: (845) 454-2544
 Fax: (845) 454-2655

FIGURE 7



DATE:	5/8/2017
SCALE:	As Indicated
PROJECT NUMBER:	560973

ALL LOCATIONS APPROXIMATE

Attachment IV-4 - Steam Line Easement

382
pt 22

THIS INDENTURE, made the 22nd day of NOVEMBER, 1972, by and between ROMAN CATHOLIC CHURCH OF SAINT EMERIC, hereinafter designated the Grantor, and CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., a New York corporation, having its principal place of business at 4 Irving Place, New York, New York, hereinafter designated the Grantee,

WITNESSETH:

That the Grantor, in consideration of the sum of twenty thousand (\$20,000) dollars, lawful money of the United States, and other good and valuable consideration, does hereby grant and release unto the Grantee, its successors and assigns forever, a perpetual and exclusive subsurface easement for the purpose of installing a 24 inch steam main encased in a 36 inch sleeve in, under and through a portion of the Grantor's premises in Tax Block 382, Lot 22, Section 2, situate in the Borough of Manhattan, City, County and State of New York, and described in "Exhibit A," attached hereto and made a part hereof, hereinafter designated the "easement area."

I. The Grantee, its agents, employees, contractors, subcontractors and assigns shall have the perpetual right of access to the easement area for any utility purpose connected with the 24 inch steam line encased in a 36 inch sleeve, including but not limited to authorization to enter for the purposes of construction, erection, operation, maintenance, repair, alteration, improvement, removal and reconstruction of its facilities and equipment, provided, however, that Grantee, in the exercise of such right of access, shall not interfere with the Grantor's use of its property.

EXHIBIT A

REEL 258 PAGE 1852

BEGINNING at a point on the northerly line of East 12th Street distant 283.00 feet west of the corner formed by the intersecting of the said northerly line of East 12th Street with the westerly line of Avenue D, as said streets are laid out on the City Map, Borough of Manhattan, as of September 26, 1972; running thence in a northerly direction and parallel with the said westerly line of Avenue D, a distance of 128.75 feet; running thence westerly with an interior angle of $90^{\circ}-00'-00''$, a distance of 4.50 feet; thence northerly with an interior angle of $270^{\circ}-00'-00''$ and parallel with the said westerly line of Avenue D a distance of 77.75 feet to a point on the southerly line of East 13th Street which said point is distant 287.50 feet westerly of the corner formed by the intersection of the said westerly line of Avenue D with the said southerly line of East 13th Street; running thence westerly and along the said southerly line of East 13th Street a distance of 5.60 feet; thence southerly with an interior angle of $90^{\circ}-00'-00''$ and parallel with the said westerly line of Avenue D a distance of 206.50 feet to a point on the northerly line of East 12th Street which said point is distant 293.00 feet westerly of the corner formed by the intersection of the westerly line of Avenue D, with the northerly line of East 12th Street; thence easterly along the northerly line of East 12th Street a distance of 10.00 feet to the point or place of beginning.

- (a) All work in connection with such right of access shall be closely supervised.
- (b) For the benefit of the Grantor, the Grantee shall provide, in connection with any work or contract for work at any time made:
 - (1) The Grantor shall be indemnified and held harmless from and against any and all claims, actions, suits and damages arising out of or in any way connected with the grant of the easement, the exercise by the Grantee of any right thereunder, or the Grantee exceeding its rights thereunder.
 - (2) The premises shall be restored to the condition in which they were found before commencement of such work.
 - (3) There shall be provided adequate, safe and sufficient walkways, platforms, barricades, warning lights and all necessary and proper equipment, apparatus and appliances useful in carrying on the work and to make the place of work and the ways and approaches thereto safe and free from avoidable danger or as may be required by public authority.
 - (4) The Grantee shall carry or cause to be carried adequate Workmen's Compensation and Liability Insurance covering all work done in connection with the exercise of rights under the grant.

- (5) All permits shall be obtained which are or may be required and all provisions of any and all laws, orders or regulations complied with which have been, or may be, issued by any governmental agency having jurisdiction of the work.
- (6) The Grantee shall furnish reasonable notice before exercising its rights to access, and prior to the commencement of work, Grantor shall be provided with schedules of the work to be performed.
- (7) All work shall be performed in a workmanlike manner, and quality materials shall be used.
- (8) All employees of the contractor shall comply with the rules laid down by Grantee for regulating the conduct of persons on its property. Any of the contractor's employees who may appear to be intemperate, disorderly, profane, incompetent, or in any way disqualified for the work entrusted to them shall, upon the request of Grantee or its representatives, be immediately replaced by competent and qualified employees.

II. The Grantor agrees for itself, its successors and assigns that no structure or improvements shall be built on or over the easement area after eight (8) years from the date of this grant have elapsed without the prior written consent of

the Grantee, which consent shall not be unreasonably withheld.

III. Grantee agrees to remove and relocate at its sole cost and expense the twenty-four inch steam main encased in a thirty-six inch sleeve originally installed in the easement area, upon Grantor's written request, provided that

- (a) Such relocation is necessitated by reasonable cause shown;
- (b) A suitable substitute easement area is provided by the Grantor.

The provisions of this Article shall expire after eight (8) years from the date of this grant have elapsed and after such lapse this Article III shall be extinguished forever without any further action of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.

RC

By: 

CHURCH OF SAINT EMERIC

By: 

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

On this 19th day of DECEMBER, 1972, before me personally came Arthur J. Bazeley to me known, who being by me duly sworn, did say that he resides at No. 38 Ridgeview Ave., Greenwich, Conn. that he is Vice President of CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Trustees of said corporation, and that he signed his name thereto by like authority.

Robert J. Mele
 Notary Public
 ROBERT J. MELE
 Notary Public, State of New York
 No. 60 2654365
 Qualified in Westchester County
 Term Expires March 30, 1973

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

On this 14th day of November, 1972, before me personally appeared *Arthur J. Bazeley*, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same.

Arthur J. Bazeley
 Notary Public

NOTARY PUBLIC
 No. 30 1111111
 Qual. In N.Y.
 Commission Expires 1974

REEL 258 PAGE 1857

GRANTOR
ROMAN CATHOLIC CHURCH
OF SAINT EMERIC

GRANTEE
CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.

EASEMENT GRANT

Dated November 22, 1972
The land affected by the within
instrument lies in Lot 22 *(part)*

Block 382
on the Land Map of the County
of New York

Record and return to:

David J. Reilly
Consolidated Edison Company
of New York, Inc.
Law Department
4 Irving Place
New York, N.Y. 10003

LOC. VER.

13021

— 8 —

11161

158-15-73

RECORDED IN NEW YORK COUNTY
BLOCK 382 LOT 22

SERIAL NUMBER

02288

1973 FEB 15 PM 2:20



Victor M. Havens

CITY REGISTER

Attachment IX-1 - Document Repository Letter

Ben Wolf

From: Corinne Neary <corinneneary@nypl.org>
Sent: Thursday, May 4, 2017 11:19 AM
To: Ben Wolf
Cc: Chris Brown
Subject: Re: FW: Document Repository Request

Hi Ben,

Yes, no problem.

Corinne

On Wed, May 3, 2017 at 4:37 PM, Ben Wolf <bwolf@pve-llc.com> wrote:

Hello Corinne,

The Tompkins Square Branch of the NY Public Library was previously used as a document repository for documentation related to CE – E. 11th Street MGP, Site No. V00534 (within the Voluntary Cleanup Program). We are in the process of applying to the Brownfield Cleanup Program (BCP) and I would like to confirm that your institution can still be utilized as a document repository for the duration of the project.

Thank you,

Benjamin R. Wolf

Environmental Technician, Environmental Division



Hudson Valley: 48 Springside Avenue, Poughkeepsie, NY 12603

New York City: 108 W. 39th Street, Suite 500, NY, NY 10018

HV Phone: [845.454.2544](tel:845.454.2544)

NYC Phone: [646.602.4999](tel:646.602.4999)

Cell: [914.714.9384](tel:914.714.9384)

www.pve-llc.com

--

Corinne Neary
Library Manager

Tompkins Square Library
331 East 10th Street, New York, NY 10009
T: 212.228.4747



Inspire Life Long Learning | Advance Knowledge | Strengthen our Communities

Attachment IX-2
Document Repository Letter

From: Derdra Starkes
To: [Chris Brown](#)
Subject: RE: Brownfield Application - Con Ed Site - E 11th Street at Avenue D (Church of St. Emeric).
Date: Monday, June 12, 2017 4:42:45 PM
Attachments: [image001.png](#)

We would be happy to be a repository

Derdra Stokes-Starkes
Community Associate
Community Board 3, Manhattan
212-533-5300 ext. 201
www.cb3manhattan.org
Please visit the CB 3 website to join the new e-mail list.

From: Chris Brown [mailto:cbrown@pve-llc.com]
Sent: Monday, June 12, 2017 3:58 PM
To: dstarkes@cb3manhattan.org
Subject: Brownfield Application - Con Ed Site - E 11th Street at Avenue D (Church of St. Emeric).

Dear Ms. Starkes:

We're the environmental consultant for the owner of the above referenced property. We recently submitted an application to the NYSDEC for the site to be accepted into the State Brownfield Program. The NYSDEC has reviewed our preliminary application and has asked that the Manhattan Community Board 3 be added to our application as a document repository for the project. I was hoping that you could approve this request, and send me a response indicating the Board would agree to act as a repository for the project. If you have any questions, or would like me to submit this request to someone else, feel free to contact me. I can be reached at this e-mail address, or on my cell at 914-475-2650.

Best regards,
Chris

Christopher B. Brown, CPG
Principal/Director of Environmental Services



Hudson Valley: 48 Springside Avenue, Poughkeepsie, NY 12603
New York City: 108 W. 39th Street, Suite 500, NY, NY 10018
HV Phone: 845.454.2544
NYC Phone: 646.602.4999
Cell: 914.475.2650

www.pve-llc.com

Attachment VI-1 Title Report



Chicago Title Insurance Company

CERTIFICATE FOR TITLE INSURANCE

Issued by
CHICAGO TITLE INSURANCE COMPANY

Chicago Title Insurance Company, a Nebraska Corporation, herein called the Company, certifies to the Applicant named on the following page that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the 2006 ALTA (6-17-06) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objection coming to the attention of the Company, before the date of closing, or if there be no closing, before the issuance of the policy.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Title No. : NLT-25938-NY-15
Premises : 181 Avenue D, New York, NY 10009
Reference :
Issued by:

Questions concerning the
within Certificate should be
directed to:

James P. Haggerty, Esq.

National Land Tenure Company, LLC
950 Franklin Avenue
Garden City, NY 11530



Tel: 516-227-0800
Fax: 516-227-1160
Email us:

CHICAGO TITLE INSURANCE COMPANY

Dated: 6/25/2015

Certified by: _____
Authorized Signature

Redated:

By: _____
Authorized Signature



By:

James P. Haggerty

President

ATTEST:

John C. [Signature]

Secretary

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as a legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

CONDITIONS AND STIPULATIONS

1. This certificate shall be null and void:
 - (A) if the fees therefore are not paid;
 - (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;
 - (C) when the policy shall issue or nine months after the effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company.
 - (D) Until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.
2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.
3. The liability of this Company under this certificate shall no exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.



**National Land Tenure Company, LLC
Privacy Statement**

National Land Tenure Company, LLC ("NLT") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains NLT's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. NLT follows the privacy practices described in this Privacy Statement and, depending on the business performed, NLT may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with our Underwriters and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/ Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, NLT's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
National Land Tenure Company, LLC
950 Franklin Avenue
Garden City, New York 11530

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

IMPORTANT NOTICE

**THIS REPORT IS NOT A TITLE INSURANCE POLICY!
PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS
UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS,
DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

Chicago Title Insurance Company

Schedule A

Title Number: **NLT-25938-NY-15**

Effective Date: **6/25/2015**

Premises: **181 Avenue D, New York, NY 10009**
County: **NEW YORK**
City: **New York**
Tax ID: **Block 382 Lot 22**

ALTA Owner's Policy 2006 (with N.Y. Endorsement Modifications)
Proposed Insured:

ALTA Loan Policy 2006 (with Endorsement Modifications)
Proposed Insured: **, its successors and/or assigns**

The estate or interest in the land described or referred to in this Certificate and covered herein is:

Fee Simple

Title to said estate or interest in said land at the effective date hereof is vested in:

Roman Catholic Church of St. Emeric

Source of Title: **Deed made by Church of St. Mary Magdalene dated 7/26/1949 recorded 7/29/1949 in Liber 4633 Page 79 at NEW YORK County Recording Office.**

Recertified Date: / /

Title Recertified In:

The land referred to in this Certificate is described as follows:

SCHEDULE "A" DESCRIPTION TO FOLLOW

Chicago Title Insurance Company

Title Number: NLT-25938-NY-15

Page 1

SCHEDULE A 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 East 12th Street and the westerly side of Avenue D;

RUNNING THENCE Westerly along the northerly side of East 12 Street, 293 feet to the easterly boundary line of land now or formerly of the 12-13 Holding Corporation;

THENCE Northerly parallel to the westerly side of Avenue D and along said easterly boundary line of land now or formerly of 12-13 Holding Corporation, 206 feet 6 inches to the southerly side of East 13th Street;

THENCE Easterly and along the southerly side of East 13th Street, 293 feet to the westerly side of Avenue D;

THENCE Southerly and along the westerly side of Avenue D, 205 feet 6 inches to the point or place of BEGINNING.

Chicago Title Insurance Company

Title No. NLT-25938-NY-15

Schedule B

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

DISPOSITION

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. Mortgages returned herein (NONE). Detailed statement herein.
3. Rights of tenants set forth herein
4. Any state of facts which an accurate survey might show
OR
Survey exceptions set forth herein.
5. Covenants, conditions, easements, leases, agreements of record, if any.
6. Searches have been run in the Office of the Clerk of the County in which the premises are located against the following names for Judgments, Federal, State and Local Tax Liens and other liens indexed against the following names, and the returns are as follows:

Roman Catholic Church of St. Emeric – None Found
7. Tax search discloses water meters which have been read to the date indicated thereon. Policy will except subsequent meter readings from the date of the last actual reading.
8. Liens pursuant to the Administrative Code of the City of New York may have attached and not been filed or recorded no liability is assumed for same.
9. Satisfactory proof must be furnished showing whether any work has been done upon the premises by the City of New York, or whether any demand has been made by the City of New York for any such work that may result in the filing of subsequent Emergency Repair Liens against which the policy does not protect.
10. For Income Producing Property: Proof must be submitted that the Real Property Income and Expense Statement required by Section 11-208.1 of New York City's Administrative Code has been filed.
11. Proof is required that the person(s) executing the deed to be delivered at closing is/are the same person(s) as the grantee(s) named in deed recorded in Liber 4633 Page 79. Driver's licenses and other photographic identification acceptable to the company must be presented at closing.
12. The Certificate of Incorporation of Roman Catholic Church of St. Emeric and proof of filing thereof with the Secretary of State must be submitted to the Company prior to closing.

Chicago Title Insurance Company

Title No. NLT-25938-NY-15

13. The proposed seller is a corporation formed under the Religious Corporation Law of the State of New York. The sale to the proposed insured must be approved by an appropriate order of the Supreme Court of the county where the premises are located, prior to closing.
14. Covenant and Restriction in Liber 984 Page 441 (Best copy available)
15. Covenant and Restriction in Liber 373 Page 194 (Best copy available)
16. Easement in Reel 268 Page 1851
17. Terms and Agreements and Covenants contained in a Grant dated February 28, 1825 and recorded in Liber G page 367 (Document not available)
18. Until a guaranteed survey acceptable to the company is received and read into title, policy will except any state of facts a guaranteed survey would show. Exact location and dimensions of the land are not insured in the absence of an accurate survey.

Chicago Title Insurance Company

Title No. NLT-25938-NY-15

MORTGAGE SCHEDULE PAGE 1 OF 1

DISPOSITION

NONE OF RECORD

Title Company will require a written payoff statement prior to closing

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

**TAX SEARCH**

Prepared For: National Land Tenure

NEW YORK STATE, COUNTY OF MANHATTAN

TITLE NO. 1870-25938NY15

DATE: 7/6/2015

ADDRESS (NYC-RPAD): 181 AVENUE D

ADDRESS (PER CLIENT): 181 AVENUE D

AKA: 181/197 AVENUE D AKA 731/733 EAST 12 STREET AKA 730/752 EAST 13 STREET

OWNER (NYC-RPAD): ST EMERIC R C CHURCH

OWNER (PER CLIENT): NONE

BUILDING CLASS: M1 - RELIGIOUS FACILITY: CHURCH, SYNAGOGUE, CHAPEL

SECTION 2 BLOCK 382 LOT 22

NO OPEN VAULT CHARGES FOUND AT DOF.

COUNTY SWIS CODE: 620000

ASSESSED VALUATION

NYC SWIS CODE: 650000

2015/2016 (FINAL)

LAND \$2,923,200

TOTAL \$4,384,350

EXEMPTIONS

\$2,923,200

\$4,384,350

HOUSE OF WORSHIP

TAX CLASS: 4 TAX RATE: 10.684%

BASE TAX WITHOUT EXEMPTION 468,423.95

(EXEMPTION - TAXES ARE REDUCED)

2014/2015 (FINAL)

LAND \$2,923,200

TOTAL \$4,109,616

EXEMPTIONS

\$2,923,200

\$4,109,616

HOUSE OF WORSHIP

TAX CLASS: 4 TAX RATE: 10.684%

BASE TAX WITHOUT EXEMPTION 439,071.37

2014/15 TAX - TOTALLY EXEMPT

2015/16 TAX - TOTALLY EXEMPT

The following returns are at the NYC'S Department Of Environmental Protection(CIS SYSTEM)

BLOCK 382 LOT 22

2015/16 FRONTAGE WATER AND SEWER RENT - NONE

ACCT # 1000959377001 ACTIVE - THIS ACCOUNT HAS A 80.60 CREDIT

OFFICIAL METER # FCON00644 SET 08/01/00 - SEWER RENT ONLY EXEMPT

ACCT # 2000103840001 ACTIVE - 0.00

OFFICIAL METER # N51502558 SET 03/26/96 - FIRE WATER AND SEWER METER - NO CHARGES POSTED

OFFICIAL METER # V84000369 SET 07/25/06 - WATER AND SEWER METER - NO CHARGES POSTED

TITLE METER READING AND/OR FLAT-RATE ACCOUNT RECONCILIATION REQUIRED ON ALL ACCOUNTS TO VALIDATE WATER AND SEWER CHARGES UPON TRANSFER OF PROPERTY OWNERSHIP TO ENSURE THAT A PROPERTY WILL NOT BE BILLED RETROACTIVELY FOR CHARGES NOT CURRENTLY POSTED.

SUBJECT TO CONTINUATION PRIOR TO CLOSING - NOTHING ELSE FOUND 07/06/15.

SEARCH EXCLUDES WATER METER AND SEWER RENTAL CHARGES ACCRUING SINCE THE DATE OF THE LAST READING AND BUILDING PURPOSE FOR UNFIXED FRONTAGE CHARGES SUBSEQUENTLY ENTERED. EXEMPT PROPERTY RESTORED FACTORS (IF ANY) SHOWN ABOVE REPRESENT THE DIFFERENCE BETWEEN THE ACTUAL TAX SHOWN AND WHAT THE TAX WOULD HAVE BEEN HAD THERE BEEN NO EXEMPTION. RESTORED TAX IS FIGURED ON A PRO-RATA BASIS FROM DATE OF DEED TO END OF FISCAL YEAR OF EACH TAX SO AFFECTED. SEARCH DOES NOT INCLUDE LEVIES OF RESTORED TAXES NOT YET POSTED BY MUNICIPALITY. SOME ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED BY MUNICIPALITY. RECOMMEND THAT CUSTOMER OBTAIN RECEIPTS FOR SUCH ITEMS AT CLOSING. 'PAID UNOFFICIALLY' SIGNIFIES RECENT PAYMENTS NOT YET CLEARED BY CITY COLLECTOR. SEARCH DOES NOT INCLUDE POSSIBLE VAULT CHARGES. SEARCH MAY NOT INCLUDE ITEMS NOT A LIEN UP TO THE DATE SHOWN. THE RETURNS ARE SPECIFIC TO COUNTY, BLOCK AND LOT.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

DATA TRACE INFORMATION SERVICES LLC DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES REFLECTING THE CONDITION OF TITLE TO REAL PROPERTY. THE SERVICES ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OR WARRANTIES BASED ON COURSE OF DEALING OR USAGE IN TRADE OR ERRORS OR OMISSIONS RESULTING FROM NEGLIGENCE. THIS IS NOT AN INSURED SERVICE. THIS DISCLAIMER SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS. THE SERVICES ARE EXCLUSIVELY FOR National Land Tenure AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES.

To all clients:

Title meter reading and/or flat-rate account reconciliation required on all accounts to validate water and sewer charges upon transfer of property ownership to ensure that a property will not be billed retroactively for charges not currently posted. A Title meter reading must be ordered more than 30 days prior to closing to ensure its completion. Below is an application for a Title meter reading. Please fill out the attached request and forward it along with a check in the sum of \$135.79 (includes \$125.00 Fee + \$10.79 Sales Tax) made payable to:
Abstracters' Information Service

REQUEST FOR TITLE METER READING

Date: _____

**Abstracters' Information Service
1111 Marcus Avenue, Suite MZ214
Lake Success, New York 11042**

RE: Title Meter Reading

Premises: 181 AVENUE D

County: MANHATTAN Block: 382 Lot: 22

Title No: 1870-25938NY15 Closing Date: _____

New Owners Name(Required): _____

**Please arrange a Title meter reading for the above referenced property. Attached please find a check in the amount of \$135.79 (includes \$125.00 Fee + \$10.79 Sales Tax) made payable to Abstracters' Information Service
The following names are to be used as your contacts for the appointment:**

1. Contact Name: _____ Phone #: _____

2. Contact Name: _____ Phone #: _____

I understand that the role of AIS in a Title Meter Reading is to act as an agent to facilitate the appointment. Any issues that may arise from the Title Meter Reading or lack thereof are a seller's responsibility and should be resolved between the seller and DEP directly. It is also the seller's responsibility to keep the appointment made with DEP and that a second fee will be required in the event that the appointment is missed. Appointments as well as postings of the results for Title Meter Readings are based on the city's availability and Abstracters' Information Service makes no representation to influence these dates. Abstracters' Information Service assumes no liability in the outcome of Title Meter Readings.

Sincerely,

(Print Name)

(Signature)

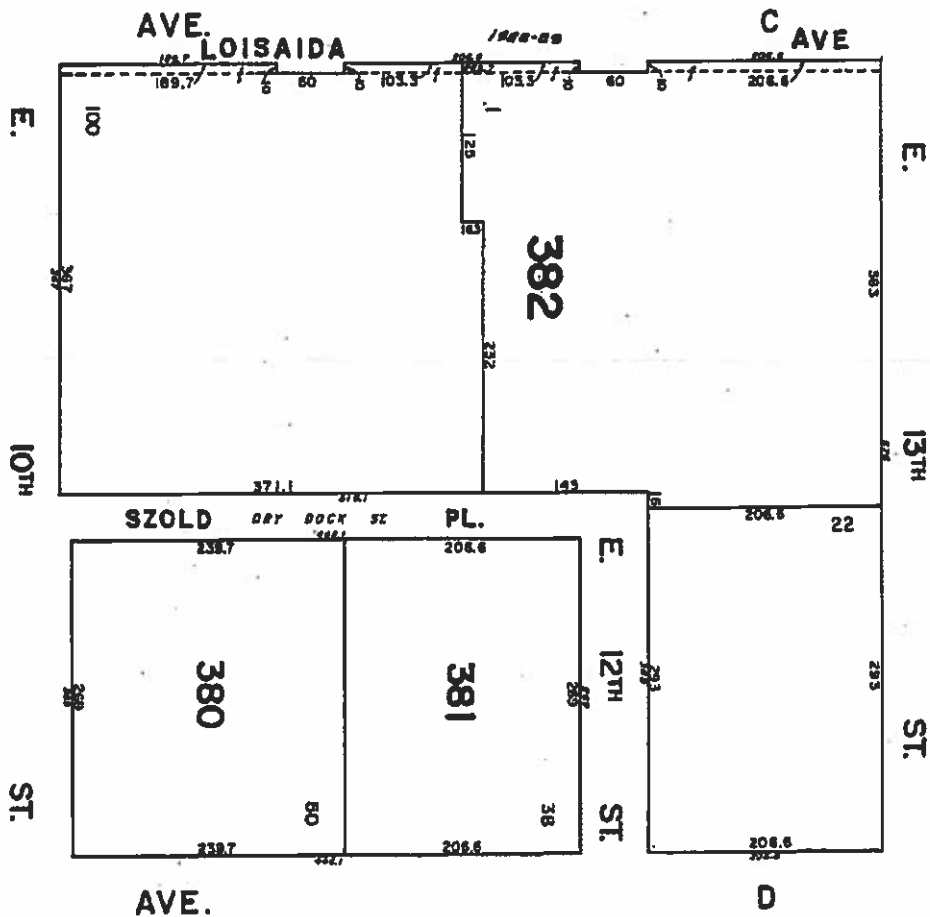


SEE VOL. 3

SEE PAGE 27

SEE PAGE 21

(4-22-87)
NEW STREET NAME
"LOISAIDA AVE"
LOCAL LAW # 3
FEB 1987



SEE PAGE 25

ID-8232899-041

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

BANKRUPTCY SEARCH



Prepared For: National Land Tenure

County: MANHATTAN

TITLE NO. 1870-25938NY15

DATE: 07/06/15

Corporation Name: ST EMERIC R C CHURCH

The Entire SOUTHERN District of NEW YORK has been checked:

The result of the investigation as per last posted date: 06/01/15

There is no record of a Bankruptcy Filing for the above-mentioned individual or company.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

DATA TRACE INFORMATION SERVICES LLC (COMPANY) DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES REFLECTING THE CONDITION OF TITLE TO REAL PROPERTY. THE SERVICES ARE PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES BASED ON COURSE OF DEALING OR USAGE IN TRADE OR ERRORS OR OMISSIONS RESULTING FROM NEGLIGENCE. NOTWITHSTANDING, THE COMPANY ACCEPTS RESPONSIBILITY FOR ERRORS AND OMISSIONS IN ACREGATE AMOUNT NOT TO EXCEED \$1,000 PER SERVICE. THIS IS NOT AN INSURED SERVICE. THIS DISCLAIMER SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS. THE SERVICES ARE EXCLUSIVELY FOR National Land Tenure AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES.

Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214
LAKE SUCCESS, N.Y. 11042
PHONE (516) 918-4600 FAX (516) 918-4540



CERTIFICATE OF OCCUPANCY

Prepared For: NATIONAL LAND TENURE

Title No. 1870-25938NY15

DATE: 7/6/2015

PREMISES: 181 AVENUE D

AKA 181/197 AVENUE D AKA 731/733 EAST 12 STREET AKA 730/752 EAST 13

STREET

COUNTY: MANHATTAN BLOCK: 00382 LOT: 00022

THE FOLLOWING INFORMATION IS ON FILE:

TAX CLASSIFICATION M1 - RELIGIOUS FACILITY: CHURCH, SYNAGOGUE, CHAPEL

MANHATTAN BLOCK: 00382 LOT: 00022

CO 37510

ISSUED 08/03/1950

NB 116/1949

1 STORY, FIREPROOF, CLASS 1

CHURCH

COMPLETED 08/02/1950

CO 81972

ISSUED 12/18/1981

ALT 1172/1981

2 STORY, NON FIREPROOF

SCHOOL

COMPLETED 12/16/1981

CO 41937

ISSUED 12/09/1953

NB 112/1952

2 STORY, NON FIREPROOF

SCHOOL

COMPLETED 12/08/1953

THE PURPOSE OF THIS SERVICE IS TO PROVIDE THE LATEST CERTIFICATE OF OCCUPANCY ON FILE. THE SERVICE MAY NOT INCLUDE THE REPORTING OF MINOR APPLICATIONS WHICH MAY BE INDEXED AGAINST THE ABOVE BLOCK AND LOT BUT DO NOT REQUIRE A NEW CERTIFICATE OF OCCUPANCY OR APPLICATIONS OF ANY KIND THAT ARE INCOMPLETE.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

DATA TRACE INFORMATION SERVICES LLC DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES REFLECTING THE CONDITION OF TITLE TO REAL PROPERTY. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES BASED ON COURSE OF DEALING OR USAGE IN TRADE OR ERRORS OR OMISSIONS RESULTING FROM NEGLIGENCE. THIS IS NOT AN INSURED SERVICE. THIS DISCLAIMER SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS. THE SERVICES ARE EXCLUSIVELY FOR National Land Tenure AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES.

DEPARTMENT OF HOUSING AND BUILDINGS

BOROUGH OF MANHATTAN, CITY OF NEW YORK

No. 100-10000

Date August 3, 1950

CERTIFICATE OF OCCUPANCY

(Standard form adopted by the Board of Standards and Appeals and issued pursuant to Section 646 of the New York Charter, and Sections C.26-181.0 to C.26-187.0 inclusive Administrative Code 2.1.3.1. to 2.1.3.7. Building Code.)

This certificate supersedes C. O. No.

To the owner or owners of the building or premises:

THIS CERTIFIES that the new—~~altered-existing~~ building—~~premises~~ located at

740 East Thirtieth Street

Block 382 Lot 22

, conforms substantially to the approved plans and specifications, and to the requirements of the building code and all other laws and ordinances, and of the rules and regulations of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and

CERTIFIES FURTHER that, any provisions of Section 646 of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

N.B. ~~ACT~~ No.— 116-1949

Construction classification— Class 1 Fireproof.

Occupancy classification— Public Building . Height 500 stories, 331 6" feet.

Date of completion— August 2, 1950 . Located in Manufacturing Use District.

A Area 1 1/2 . Height Zone at time of issuance of permit 1602-1950, 766-1950,

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals: (U. S. for numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOADS D.L. per Sq. Ft.	PERSONS ACCOMMODATED			USE
		MALE	FEMALE	TOTAL	
1st story	on ground			750	Church
Balcony	100			100	Church & Machine Room

Charles J. Sullivan
Borough Superintendent.

THE CITY OF NEW YORK

DEPARTMENT OF BUILDINGS

AMENDED CERTIFICATE OF OCCUPANCY

BOROUGH MANHATTAN

DATE Dec 18 1961 NO. 1000

This certificate ~~is~~ amends C.O. No. 41937

ZONING DISTRICT 3-2

THIS CERTIFIES that the ~~same~~ altered ~~existing~~ building premises located at 185 Avenue A Block 382 Lot Pt. of 1

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

Cellar	O.G.	-	-	-	4	- Equipment room
1st	60	150	-	-	4	- School
2nd	60	270	-	-	4	- Meeting and Game Room
TOTAL: Public Building						
Old-Code						
This Certificate of Occupancy amends						
#41937 for change of use on 2nd floor						
only.						

OPEN SPACE USES

SEE SEPARATE SPACES, LOADING BERTHS, OTHER USES, NONE

NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS
A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND
SPECIFICATIONS NOTED ON THE REVERSE SIDE.

Serge Chakona
BOROUGH SUPERINTENDENT

James J. Frawley
COMMISSIONER

ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

THAT THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS.

BEGINNING at a point on the Southwest ~~XXXX~~ Corner
 distant feet from the corner formed by the intersection of
 Avenue "1" and East 19th Street
 running thence East 293.0' feet; thence South 206.6' feet;
 thence East 293.0' feet; thence North 206.6' feet;
 thence feet; thence feet;
 thence feet; thence feet;
 to the point or place of beginning.

PARCEL NO. 1172/81 DATE OF COMPLETION 12/16/81 CONSTRUCTION CLASSIFICATION Class 1-Fireproof
 BUILDING OCCUPANCY GROUP CLASSIFICATION HEIGHT 2 STORIES, 25' FEET
 Public Building

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS.

	YES	NO		YES	NO
STANDPIPE SYSTEM			AUTOMATIC SPRINKLER SYSTEM		
YARD HYDRANT SYSTEM					
STANDPIPE FIRE TELEPHONE AND SIGNALLING SYSTEM					
SMOKE DETECTOR					
FIRE ALARM AND SIGNAL SYSTEM					

STORM DRAINAGE DISCHARGES INTO:
 A) STORM SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐
 SANITARY DRAINAGE DISCHARGES INTO:
 A) SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

LIMITATIONS OR RESTRICTIONS:
 BOARD OF STANDARDS AND APPEALS CAL. NO. _____
 CITY PLANNING COMMISSION CAL. NO. _____
 OTHERS _____

DEPARTMENT OF HOUSING AND BUILDINGS

BOROUGH OF MANHATTAN, CITY OF NEW YORK

No. 41937

Date December 9, 1953

CERTIFICATE OF OCCUPANCY

(Standard form adopted by the Board of Standards and Appeals and issued pursuant to Section 646 of the New York Charter, and Sections C26-181.0 to C26-187.0 inclusive Administrative Code 2.1.3.1. to 2.1.3.7. Building Code.)

This certificate supersedes C. O. No.

To the owner or owners of the building or premises:

THIS CERTIFIES that the new ~~erect~~ ~~existing~~ building—premises located at

185 Avenue "D"

Part of

Block 382 Lot 22

, conforms substantially to the approved plans and specifications, and to the requirements of the building code and all other laws and ordinances, and of the rules and regulations of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and

CERTIFIES FURTHER that, any provisions of Section 646F of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent. Class 1

N.B. ~~Code~~ No.— 112-1952

Construction classification— fireproof

Occupancy classification— Public Building . Height 2 stories, 26 feet.

Date of completion— December 8, 1953 . Located in manufacturing Use District.

A Area 1½ . Height Zone at time of issuance of permit 2239-1952; 2150-1952

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals: (Calendar numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED			USE
		MALE	FEMALE	TOTAL	
Cellar	on ground				Equipment room.
1st story	60	75	75	150	School.
2nd story	60	105	105	210	School.
Standpipe system approved by Fire Department November 30, 1953.					
Interior Fire Alarm system approved by Fire Department December 1, 1953.					

CERTIFICATE WILL BE NULL AND VOID IF ALTERED IN ANY MANNER OR ADDITIONS ARE MADE THEREON.
(Page 1)

Borough Superintendent

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

STREET REPORT



Prepared For: National Land Tenure

County: MANHATTAN

TITLE NO. 1870-25938NY15

DATE: 7/6/2015

PREMISES: 181 AVENUE D
AKA 181/197 AVENUE D AKA 731/733 EAST 12 STREET
AKA 730/752 EAST 13 STREET

BLOCK: 00382 LOT: 00022

MANHATTAN BLOCK: 00382 LOT: 00022

AVENUE D

MAPPED AT 80 FEET ON FINAL CITY PLAN
LEGALLY OPENED TO THE FULL WIDTH 05/1855

EAST 12 STREET

MAPPED AT 60 FEET ON FINAL CITY PLAN
LEGALLY OPENED TO THE FULL WIDTH - 1830

EAST 13 STREET

MAPPED AT 60 FEET ON FINAL CITY PLAN
LEGALLY OPENED TO THE FULL WIDTH - 06/03/1826

SZOLD PLACE

MAPPED AT 40 FEET ON FINAL CITY PLAN
LEGALLY OPENED TO THE FULL WIDTH - 11/29/1848

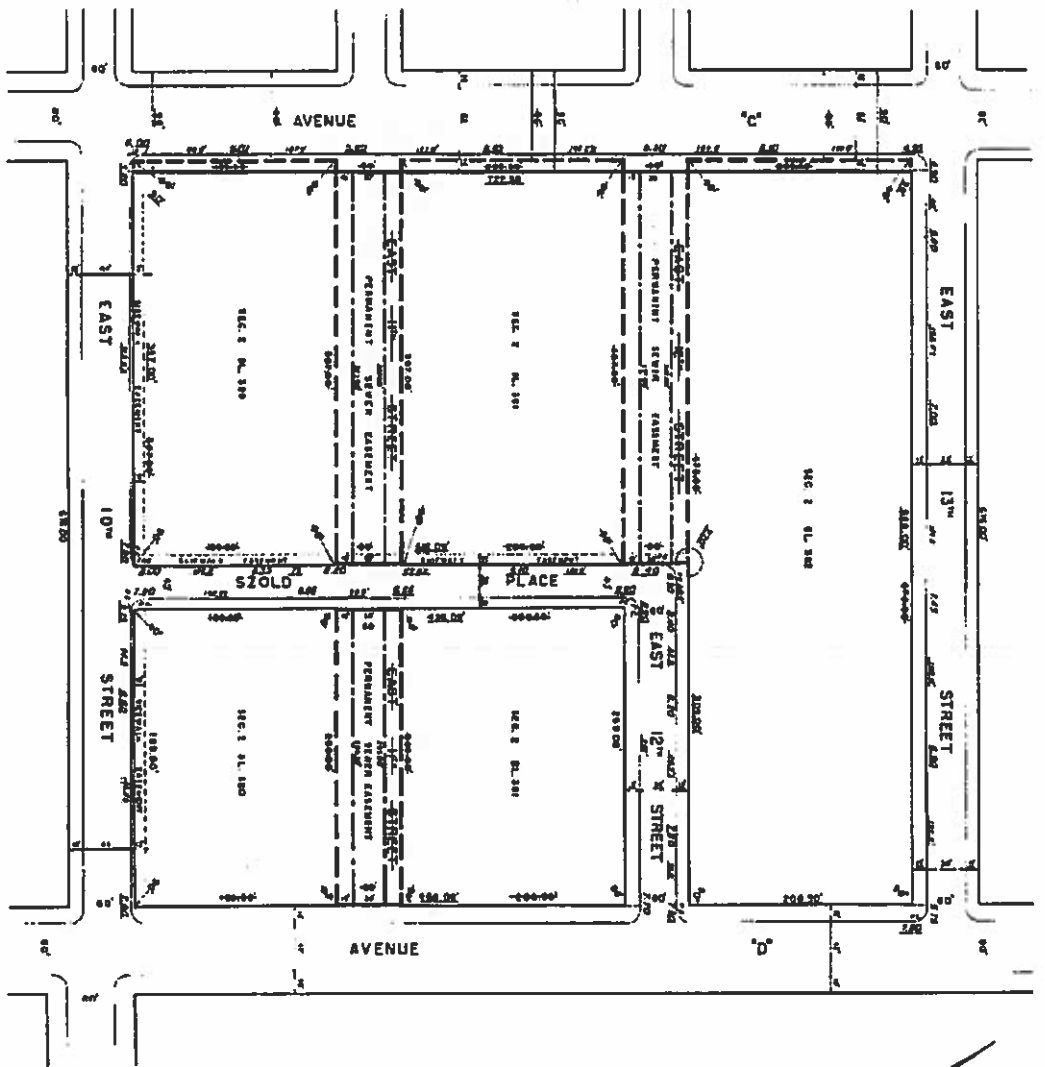
NOTE: A PORTION EAST 12 STREET ELIMINATED FROM FINAL CITY PLAN BY ACC
29855, ADOPTED 10/14/1965

NOTE: A 30 FOOT PERMANENT SEWER EASEMENT IS SHOWN IN BED OF
FORMER EAST 12 STREET. (SEE ATTACHED)

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

LIABILITY IS LIMITED TO ERRORS AND OMISSIONS OF INFORMATION PROPERLY INDEXED, FILED AND RECORDED WITH THE TOPOGRAPHICAL BUREAU FOR THE COUNTY.

DATA TRACE INFORMATION SERVICES LLC DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES REFLECTING THE CONDITION OF TITLE TO REAL PROPERTY. THE SERVICES ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES BASED ON COURSE OF DEALING OR USAGE IN TRADE OR ERRORS OR OMISSIONS RESULTING FROM NEGLIGENCE. THIS IS NOT AN INSURED SERVICE. THIS DISCLAIMER SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS. THE SERVICES ARE EXCLUSIVELY FOR National Land Tenure AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES.



NOTES

- 1. ALL LOTS SHOWN ARE SUBJECT TO THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM.
- 2. THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM IS SHOWN BY A DASHED LINE.
- 3. THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM IS SHOWN BY A DASHED LINE.
- 4. THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM IS SHOWN BY A DASHED LINE.
- 5. THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM IS SHOWN BY A DASHED LINE.
- 6. THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM IS SHOWN BY A DASHED LINE.
- 7. THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM IS SHOWN BY A DASHED LINE.
- 8. THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM IS SHOWN BY A DASHED LINE.
- 9. THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM IS SHOWN BY A DASHED LINE.
- 10. THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM IS SHOWN BY A DASHED LINE.

THIS MAP IS A PRELIMINARY MAP OF THE CITY'S RIGHT OF EASE FOR THE STREET SYSTEM. IT IS NOT A FINAL MAP AND IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

APPROVED FOR THE BOARD OF SUPERVISORS
John F. Smith
 SUPERVISOR

12/1/52
John F. Smith
 SUPERVISOR

APPROVED FOR THE BOARD OF SUPERVISORS
John F. Smith
 SUPERVISOR

ID-8232897-039

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

SEWER SEARCH



Prepared For: National Land Tenure

County: MANHATTAN

TITLE NO. 1870-25938NY15

DATE: 7/6/2015

PREMISES: 181 AVENUE D

AKA 181/197 AVENUE D AKA 731/733 EAST 12 STREET AKA 730/752 EAST 13 STREET

BLOCK: 00382 LOT: 00022

**Building Department: A search of the Building Department Records for Sewer information shows the following:
NO INFORMATION FOUND**

**Sewer Department:(A division of the Department of Environmental Protection) A search of
the Sewer Department records indicates the following information:
A COMBINED SEWER APPEARS ON AVENUE D.**

Classification

Not a Multiple Dwelling

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

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ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

HOUSING AND BUILDING SEARCH



Prepared For: National Land Tenure

Title No.1870-25938NY15

DATE: 7/6/2015

PREMISES: 181 AVENUE D

AKA 181/197 AVENUE D AKA 731/733 EAST 12 STREET AKA 730/752 EAST 13 STREET

COUNTY: Manhattan

The findings of this search are limited to violation(s) posted against the address(es) shown above and may not include violations posted against other addresses or against a block and lot.

BUILDING DEPARTMENT:

A search of the Building Department Records indicates the following violations.

Copies and/or an abstract of the violations, if any, are attached.

SEE ATTACHED FOR PENDING VIOLATIONS AS PER SEARCH DATED: 7/6/2015

NOTE: BUILDING DEPARTMENT VIOLATIONS MAY BE SUBJECT TO FINES

AND PENALTIES NOT POSTED ON THE ATTACHED DOCUMENTS.

OFFICE OF RENT AND HOUSING MAINTENANCE:

A search of the Housing Department Records indicates the following violations.

Copies and/or an abstract of the violations, if any, are attached.

NO VIOLATIONS AS PER SEARCH DATED: 7/6/2015

CLASSIFICATION:

Not a Multiple Dwelling

NOTE: TO IDENTIFY RESOLVED BUILDING DEPARTMENT VIOLATIONS WITH

UNPAID ECB FINES, PLEASE ORDER OUR ECB-DOB PENALTY SEARCH.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

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BIS Menu | Property Profile

FAQs | Glossary Jul 6, 2015


[CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings
Property Profile Overview

181 AVENUE D	MANHATTAN	10009	BIN# 1088345
AVENUE D	181 - 197	Health Area : 6300	Tax Block : 382
		Census Tract : 28	Tax Lot : 22
		Community Board : 103	Condo : NO
		Buildings on Lot : 4	Vacant : NO

[View DCP Addresses...](#) [Browse Block](#)
[View Zoning Documents](#) [View Challenge Results](#) [Pre - BIS PA](#) [View Certificates of Occupancy](#)

Cross Street(s):	EAST 12 STREET, EAST 13 STREET		
DOB Special Place Name:			
DOB Building Remarks:			
Landmark Status:		Special Status:	N/A
Local Law:	NO	Loft Law:	NO
SRO Restricted:	NO	TA Restricted:	NO
UB Restricted:	NO		
Environmental Restrictions:	N/A	Grandfathered Sign:	NO
Legal Adult Use:	NO	City Owned:	NO
Additional BINs for Building:	1004565		

Special District: UNKNOWN

This property is located in an area that may be affected by the following:

Tidal Wetlands Map Check:	No	
Freshwater Wetlands Map Check:	No	Click here for more information
Coastal Erosion Hazard Area Map Check:	No	
Special Flood Hazard Area Check:	Yes	

Department of Finance Building Classification: M1-CHURCH, SYNAGOGUE

Please Note: The Department of Finance's building classification information shows a building's tax status, which may not be the same as the legal use of the structure. To determine the legal use of a structure, research the records of the Department of Buildings.

	Total	Open	Elevator Records
Complaints	0	0	Electrical Applications
Violations-DOB	2	0	Permits In-Process / Issued
Violations-ECB (DOB)	1	1	Illuminated Signs Annual Permits
Jobs/Fillings	7		Plumbing Inspections
ARA / LAA Jobs	0		Open Plumbing Jobs / Work Types
Total Jobs	7		Facades
Actions	44		Marquee Annual Permits
OR Enter Action Type: <input type="text"/>			Boiler Records
OR Select from List:			DEP Boiler Information
Select... <input type="text"/>			Crane Information
AND <input type="text"/> Show Actions <input type="button" value="Show"/>			After Hours Variance Permits

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#) Jul 6, 2015, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

BIS Menu | [Property Profile](#) | [ECB Violations](#) | [Back](#)[FAQs](#) | [Glossary](#) Jul 6, 2015 [CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings
ECB Query By Location

Page: 1 of 1

Premises: 181 AVENUE D MANHATTAN

BIN: 1088345 Block: 382 Lot: 22 CB: 103

Dept. of Buildings Violations & Compliance	
Total Issued = 1	Open (Non-Compliance) = 1

ECB Hearings	
Completed / Defaulted = 1	Pending = 0

ECB Number	Dept. of Buildings Violation Status	Respondent	ECB Hearing Status	Viol Date	Infraction Codes	ECB Penalty Due
<u>34058089Z</u>	OPEN - NO COMPLIANCE RECORDED Severity: NON-HAZARDOUS	ST EMORIC CHURCH	DEFAULT	06/19/1991	B74, B81	\$0.00
				Viol Type: PUBLIC ASSEMBLY		

Compliance Status (Open/Resolved) relates to whether a violation has been corrected/uncorrected. Dismissed violations do not require filing a Certificate of Correction.

ECB Hearing Status and the ECB Penalty Due are separate from Compliance Status (i.e. a penalty is still due in many cases even when the violating condition has been fixed).

Severity Class	
Class 1 - Immediately Hazardous	HAZ - Hazardous - 1968 Building Code
Class 2 - Major	NON-HAZ - Non-hazardous - 1968 Building Code
Class 3 - Lesser	

Violation Status Descriptions	ECB Hearing Status
OPEN - No Compliance Recorded	CURED/IN-VIO - In Violation/no hearing required
OPEN - Certificate Pending (Certificate of Correction submitted and under review)	STIPULATION/IN-VIO - No hearing required/in violation
OPEN - Certificate Disapproved (Certificate of Correction disapproved/not in compliance)	IN VIOLATION - Hearing decision completed
RESOLVED - N/A-Dismissed (at ECB - no Certificate of Correction required)	DISMISSED - Hearing decision completed
RESOLVED - Certificate Accepted (Certification of Correction Accepted/in compliance)	DEFAULT - Respondent failed to appear at hearing
RESOLVED - Cure Accepted (early correction accepted - in violation/no penalty or hearing)	PUBLICLY-OWNED - No hearing required
RESOLVED - Compliance Insp/Doc (condition verified by Inspector or by Dept. documentation)	PENDING - Awaiting ECB hearing or decision
	ADMIT/IN-VIO - In Violation/no hearing required
	WRITTEN OFF - Imposed penalty legally uncollectable

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#) Jul 6, 2015, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

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[FAQs](#) | [Glossary](#) Jul 6, 2015



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NYC Department of Buildings

ECB Violation Details

Premises: 181 AVENUE D MANHATTAN Filed At: 185 AVENUE D , MANHATTAN , NY 10009
 BIN: 1088345 Block: 382 Lot: 22 Community Board: 103

ECB Violation Summary

VIOLATION OPEN

ECB Violation Number: 34058089Z

Severity: NON-HAZARDOUS

Certification Status: NO COMPLIANCE RECORDED

Hearing Status: DEFAULT

Penalty Balance Due: \$0.00

Respondent Information

Name: ST EMORIC CHURCH
 Mailing Address: 185 AVENUE D , NEW YORK , NY

Violation Details

Violation Date: 06/19/1991 Violation Type: PUBLIC ASSEMBLY
 Served Date: 06/19/1991 Inspection Unit:

Infraction Codes	Section of Law	Standard Description
B74	27-541	PLACE OF ASSEMBLY EXIT SIGN DOES NOT MEET BUILDING CODE STANDARDS
B81	27-542	EMERGENCY LIGHTING IS INOPERATIVE OR DEFECTIVE

Specific Violation Condition(s) and Remedy:

EXIT SIGNS NOT ILLUMIDATED -REMEDY: REPAIR OR REPLACE DEFECTIVE FIXTURES ALL EMERGENCY LIGHTING IS INOPERATIVE OR DEFECTIVE AT SECOND STORYPA DEFECTIVE FIXTURES.

Issuing Inspector ID: 0516 DOB Violation Number: 061991PA7R1
 Issued as Aggravated Level: NO

Dept. of Buildings Compliance Information

Certification Status: NO COMPLIANCE RECORDED
 Compliance On:

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or 'open' on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

ECB Hearing Information

Scheduled Hearing Date: 08/01/1991 Hearing Status: DEFAULT
 Hearing Time: 8:30

ECB Penalty Information

Penalty Imposed: \$525.00
 Adjustments: \$0.00
 Amount Paid: \$525.00
 Penalty Balance Due: \$0.00

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

**FIRE DEPARTMENT * CITY OF NEW YORK
BUREAU OF REVENUE MANAGEMENT**

9 Metro Tech East

Brooklyn, N.Y. 11201-3857

RECORD SEARCH REQUEST

Title No. 1870-25938NY15 FV

MAIL TO:

Abstracters' Information Service
1111 Marcus Avenue – Suite MZ214
Lake Success, New York 11042

CHECKED BY:

Search

No. _____

The undersigned requests the following information re: Premises

181 AVENUE D

MANHATTAN

AKA 181/197 AVENUE D AKA 731/733 EAST 12 STREET AKA 730/752 EAST 13 STREET

Address

Borough

☒

1. Record of existing Fire Department Violations _____ FEE: \$10.00

☐

2. Record of Permit for _____ FEE: \$10.00

TOTAL FEE: \$10.00

(The City of New York is not being sued, nor is there any intention to sue the City of New York)

Abstracters' Information Service

Search Date: 7/6/2015

DO NOT WRITE BELOW THIS LINE

In reply to your request concerning the premises mentioned above, please be advised that as of

9 A.M Jun 15 2015 our records show the following: NO VIOLATIONS

Searched by

VIOLATION RECORDED ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN HEADQUARTERS OF THE BUREAU OF FIRE PREVENTION, AND MAY NOT INCLUDE VIOLATIONS ISSUED BY LOCAL UNITS.

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ID-8232895-037

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

EMERGENCY REPAIR SEARCH



Prepared For: National Land Tenure

Title No: 1870-25938NY15

DATE: 7/6/2015

PREMISES: 181 AVENUE D

AKA 181/197 AVENUE D AKA 731/733 EAST 12 STREET AKA 730/752 EAST 13 STREET

County: Manhattan

Emergency Repair Lien Book Charges Prior To July 1, 1999

A search of the Department of Housing Preservation and Development's Emergency Repair Mainframe System show the following:

Lien Book Date: June 2015

Amount: \$.00

Emergency Repair Work in Progress Subsequent To July 1, 1999

A search of the Department of Housing Preservation and Development's Building Charge Report shows the following:

There were no open work orders found indexed against the above-captioned premises as of the date of this search.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

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ID-8232896-038

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE: (516) 918-4600 FAX: (516) 918-4540

HIGHWAY VIOLATIONS SEARCH



Prepared For: National Land Tenure

County: Manhattan

TITLE NO. 1870-25938NY15

DATE: 7/6/2015

PREMISES: 181 AVENUE D

AKA 181/197 AVENUE D AKA 731/733 EAST 12 STREET AKA 730/752 EAST 13 STREET

BLOCK: 00382 LOT: 00022

A search of the records of The Department of Highways indicates the following:

There are no violations as per search date: 07/06/15

THE SEARCH RESULT IS LIMITED TO SIDEWALK NOTICES THAT ARE DOCUMENTED BY HIGHWAY DEPARTMENT RECORDS FROM 1993 TO PRESENT. PUBLIC ACCESS TO DOCUMENTATION FOR SIDEWALK NOTICES POSTED PRIOR TO 1993 IS NO LONGER MADE AVAILABLE BY THIS AGENCY.

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THIS INDENTURE made the 26th day of July 1949, between the CHURCH OF ST. MARY MAGDALENE, a religious corporation organized under the laws of the State of New York, having its principal office at No. 451 Madison Avenue, in the Borough of Manhattan, City of New York, party of the first part, and the ROMAN CATHOLIC CHURCH OF SAINT BERNIC, a religious corporation organized under the laws of the State of New York, having its principal office at No. 451 Madison Avenue, in the Borough of Manhattan, City of New York, party of the second part;

WITNESSETH:

WHEREAS, His Eminence, Francis Cardinal Spellman, Archbishop of the Archdiocese of New York, has subdivided the parish of the party of the first part and has allocated the portion thereof in which the real property hereinafter described is situated, to the parish of the party of the second part;

WHEREAS, the Board of Trustees of the party of the first part, by the concurrent vote of at least two thirds of said Trustees at a meeting duly called and held on the 24th day of June, 1949, have duly authorized the sale of said real property for the consideration of One Dollar (\$1.00) to the party of the second part; and

WHEREAS, said Francis Cardinal Spellman, Archbishop of the Archdiocese of New York, to which the party of the first part belongs, has duly consented in writing to said sale of said real property; and

WHEREAS, pursuant to the provisions of subdivision 8 of Section 12 of the Religious Corporations Law and Article 5 of the General Corporation Law, the party of

CON-4033 100 80

the first part has duly applied for and obtained leave of the Supreme Court of the State of New York for said sale of said real property, in a special proceeding brought at a Special Term of said Court held in and for the County of New York and entitled: "In the matter of the Petition of the Church of St. Mary Magdalene for leave to sell real property", File No. 15321-1949.

NOW THEREFORE, the party of the first part, pursuant to the order of said Court entered in said special proceeding on the 13th day of July, 1949, and in consideration of the premises and of One Dollar (\$1.00) lawful money of the United States of America, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever.

All that certain lot, 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 Northernly side of East 12th Street and the westerly side of Avenue D; thence NORTHERLY along the northernly side of East 12th Street 201 feet to the easterly boundary line of land now or formerly of the 12-13 Holding Corporation; thence NORTHERLY parallel to the westerly side of Avenue D and along said easterly boundary line of land now or formerly of 12-13 Holding Corporation, 206 feet 6 inches to the southerly side of East 13th Street; thence EASTERLY and along the southerly side of East 13th Street, 293 feet to the westerly side of Avenue D; thence SOUTHERLY and along the westerly side of Avenue D, 206 feet 6 inches to the point of beginning.

TOGETHER with all the right, title and interest of the party of the first part of, in and to any land lying in the bed of any street, road, or avenue in front of or adjoining the above-described premises to the center line thereof.

BEING the same premises which were conveyed to the party of the first part by Consolidated Edison Company of New York, Inc. by deed dated January 22, 1945 and recorded in the Office of

the Register of the City of New York in the County of New York on January 24, 1945 in Liber 4333 of Conveyances at page 501 and indexed under Block No. 382 of the Land Map of the County of New York.

TOGETHER with the appurtenances, and all the estate and rights of the party of the first part in and to said premises:

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be executed by its duly authorized officers this day and year first above written.

CHURCH OF ST. MARY MAGDALENE

Attest:
John J. Toffey, Sec'y
Secretary

By *Francis J. Spillman*
President

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 20th day of July, 1949, before me personally came Francis J. Spillman, known, who, being by me duly sworn, did depose and say that he resides at No. 452 Madison Avenue, Borough of Manhattan, City of New York; that he is the President of the Church of St. Mary Magdalene, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Trustees of said corporation; and that he signed his name thereto by like order.

Mary M. Scully
Notary Public

MARY M. SCULLY
NOTARY PUBLIC, STATE OF NEW YORK
Exp. 31-10-1950
Qualified in New York County
Says she is A. L. C. O. S. No. 1234
Commission expires March 24, 1951

ACK

NOV 29 12 29

OFFICE OF THE DEPT. MAGALANE

C 4721

MAIL

JOHAN CATHOLIC CHURCH OF
SAINT EMERIG

67-62-88

NOT INABLE

DEED

The land affected by the
within instrument lies in
Section 21 Block 382 on the
Land Map of the County of
New York.

A 430

MUDGE STEPHEN WILLIAMS & TUCKER
40 WALL STREET NEW YORK

Recorded in the Office of the Register of the City of New York
in the County of New York, on JUL 29 1949
at 12:27 P. M. in Lib. 4633 Page 79
Conveyance and Instrument Index Number 382

On the "Land Map of the County of New York".
Witness my hand
and Official Seal.

Lewis Orzel
REGISTER

[illegible]

[illegible]

The undersigned
 do hereby certify
 that the within
 is a true and
 correct copy of
 the original
 as the same
 appears in the
 records of the
 Court of the
 County of
 the State of
 New York
 at the City of
 New York
 this 10th day
 of May 1881
 in presence of
 the undersigned
 Clerk of the
 Court
 and the
 undersigned
 Clerk of the
 Court

[illegible]

[Handwritten signature]

W. L. Fort R.
Stamps
Minton Bell

This Indenture made the twenty seventh day of March in
 the year one thousand eight hundred and sixty six between
 H. B. Rusk of the City of Portland County of King and State
 of Oregon and Isaac Conrad his wife parties of the first part
 and Marcus Childs of the City of Portland County of King and State
 of Oregon parties of the second part witness that the said parties of the first part
 in consideration of the sum of one thousand Dollars lawful
 money of the United States of America to them in hand paid
 by the said party of the second part before the signing and
 delivery of these presents the receipt whereof is hereby acknowledged
 and the said party of the second part she her executor and admors
 assigns have released and discharged from the same by these
 presents have granted bargain sold conveyed and confirmed
 conveyed and confirmed unto the said party of the
 second part and also their heirs and assigns forever All that certain
 parcel of land situate lying and being in the County
 of Clatsop State of Oregon of the City of Portland
 following Beginning at a point on the south side of City block
 street distant the hundred and fifty eight 158 feet West of
 the corner formed by the intersection of the West side of the block
 street with the south side of said City block street running then
 Southwesterly or as the angle at right angles to City block street
 and on part thence to the center line of a party wall one hundred
 feet and five inches thence Westwarily and finally to the City
 block street twenty feet thence Northwarily and on a line drawn
 at right angles to the City block street one hundred feet and five
 inches to the Southwarily side of City block street thence Eastwarily
 along the Southwarily line of City block street twenty feet to the point
 of beginning Together with all and singular the tenements
 hereditaments and appurtenances thereto belonging and in anywise
 appertaining and belonging and person persons and persons
 their heirs and assigns of the said party of the second part
 unto the said party of the first part and their heirs and assigns
 forever All the said party of the first part do hereby covenant
 warrant and agree to defend the title of the said party of the second part
 unto the said parcel of land and the appurtenances thereto
 forever and to hold the same unto the said party of the second part
 their heirs and assigns forever

194. parties of the second part in signing the said party was and per-
forming the covenants, conditions and obligations therein contained, and
they have held and enjoy the said document according to the terms
expressed. In witness whereof the parties to these presents have here-
unto set their hands and seals the day and year first above written.
John Johnson (Witness) C. Plumley (Witness) and Robert (Witness) and
delivered in the presence of Gilbert R. Johnson, City Clerk of the
City of New York, the 22nd day of July 1837 before me came after and under
the seal of the said City of New York, to me to be one of the persons recorded in the
records of the said City of New York, the acknowledged name that he executed
the same that also in the same City before me came Gilbert R.
Johnson bringing me duly sworn deposed said that he needed
in the City of New York that he knew John Johnson before as when
then present to be one of the persons recorded in the records
and that they solemnly acknowledged to me that they executed
the same and that the same was of a valid
the

Recorded the proceeding at the request of A. L. Murray the 22^d
day of February 1837 at W. M. Hilditch & Sons Stationers.

This Indenture made the first day of January
 in the year of our Lord one thousand eight hundred and thirty seven
 between Frederick De Keyser and other creditors of the City of New York
 for the debt of money due to them in the City of New York and of the
 first part and the City of New York for the second part. The said Frederick De Keyser
 and other creditors of the City of New York do hereby certify that the
 City of New York is indebted to them for the sum of one hundred and thirty
 thousand and thirty six dollars and no cents and no parts of a cent by the
 said City of New York in a certain certificate of indebtedness issued by the
 John Statham and others, comptroller of the City of New York and
 the said City of New York do hereby certify that the said City of New York
 and do hereby certify that the said City of New York is indebted to them for the
 sum of one hundred and thirty six dollars and no cents and no parts of a cent
 by the said City of New York in a certain certificate of indebtedness issued by the
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 City of New York do hereby certify that the said City of New York is indebted to
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 and the said City of New York do hereby certify that the said City of New York
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 and no parts of a cent by the said City of New York in a certain certificate of
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 of the City of New York and the said City of New York do hereby certify that the
 said City of New York is indebted to them for the sum of one hundred and thirty
 six dollars and no cents and no parts of a cent by the said City of New York in
 a certain certificate of indebtedness issued by the said John Statham and others,

1493 temporary to the middle of South Street thence westerly along the middle
of South Street to the place of beginning West Street by the
said street was further ordered that at such sale the parties to this
deed and their solicitors and counsel be at liberty to become purchasers
for their own benefit severally and respectively and it had at the sale
before mentioned all of the lots sold under the direction of the said master
and that the master execute deeds to the purchasers thereof and when
the said master in pursuance of the said deed did on the fourth day
of January next last past sell in various parcels at public auction
at the Custom House of the City of Dublin and suburbs of it a great number
of the said lots and singular the said premises in the said deed
mentioned as the same are laid out into lots and variously design-
ated on the map hereinafter mentioned due notice of the time and
place of such sale being first given agreeably to the said deed and author-
ity in the several parcels of the said premises comprising the said
lots of land hereinafter described were successively struck off to the pur-
chase of the said parcels for the several sums and in the manner
following to wit parcels number one consisting of lots number one
two three and four for eight hundred and twenty seven pounds
consisting of lot number five for five hundred and twenty seven pounds
consisting of lots number six seven eight and nine for seven
thousand six hundred and twenty seven pounds consisting of lot number ten
for six hundred and fifty dollars price thirteen hundred and eleven pounds
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196. Two thousand dollar parcel number twenty one, consisting of lots numbers forty seven, forty eight, forty nine and fifty for eight thousand dollars parcel number twenty two consisting of lot number fifty one for two thousand dollars parcel number twenty three consisting of lots numbers fifty two, fifty three, fifty four and fifty five for two thousand dollars parcel number twenty four consisting of lot number fifty six for twenty four hundred dollars parcel number twenty five consisting of lots numbers fifty seven and fifty eight for thirty one hundred dollars parcel number twenty six consisting of lots numbers fifty nine, sixty, sixty one, and sixty two for one thousand two hundred dollars parcel number twenty seven, consisting of lots numbers sixty three for fifteen hundred and fifty dollars, parcel number twenty eight consisting of lots numbers sixty four, sixty five, sixty six and sixty seven for two thousand two hundred dollars, parcel number twenty nine consisting of lot number sixty eight for fifteen hundred and fifty dollars, parcel number thirty consisting of lots numbers sixty nine and seventy for three thousand dollars, parcel number thirty one, consisting of lot number seventy one for fifteen hundred dollars, parcel number thirty two consisting of lots numbers, seventy two, seventy three, seventy four and seventy five for one thousand dollars, parcel number thirty three consisting of lot number seventy six for fifteen hundred dollars, parcel number thirty four consisting of lot number seventy seven for fifteen hundred and fifty dollars, parcel number thirty five consisting of lot number seventy eight for fifteen hundred and fifty dollars, parcel number thirty six consisting of lot number seventy nine and eighty for one thousand and fifty dollars, parcel number thirty seven consisting of lot number eighty one for fifteen hundred and fifty dollars, parcel number thirty eight consisting of lot numbers eighty two, eighty three and eighty four for one thousand and fifty dollars, parcel number thirty nine consisting of lot number eighty five, eighty six and eighty seven for one thousand and fifty dollars, parcel number forty consisting of lot number eighty eight, parcel number forty one consisting of lot number eighty nine and ninety for one thousand and fifty dollars, parcel number forty two consisting of lot numbers ninety one, ninety two and ninety three for one thousand and fifty dollars, parcel number forty three consisting of lot number ninety four for one thousand and fifty dollars, parcel number forty four consisting of lot number ninety five for one thousand and fifty dollars, parcel number forty five consisting of lot number ninety six for one thousand and fifty dollars, parcel number forty six consisting of lot number ninety seven for one thousand and fifty dollars, parcel number forty seven consisting of lot numbers, one hundred and one, one hundred and two, one hundred and three, one hundred and four for eight thousand and five hundred dollars, parcel number forty eight consisting of lot numbers one hundred and five for two thousand and fifty dollars, parcel number forty nine consisting of lot numbers one hundred and six for two thousand and seven hundred dollars, parcel number fifty consisting of lot numbers one hundred and eight

148. and fifty three and one hundred and fifty four for seven thousand
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 and ninety four for less than one thousand two hundred dollars parcel number

for 170

[illegible][illegible]

[illegible]

[Faint handwritten notes, possibly bleed-through from the reverse side.]

[illegible][illegible]

This Indenture

The first thing I saw was the old, weathered
 door of the house. The door was made of
 heavy wood and had a small window in the
 center. The door was slightly ajar, and I
 could see a glimpse of the interior. The
 interior was dark and cluttered. There were
 many boxes and trunks scattered about.
 I walked in and looked around. The
 room was small and the ceiling was low.
 The walls were made of brick and the floor
 was made of wood. There was a small
 table in the corner and a chair. The
 room was very old and the furniture was
 worn. I looked at the door and then
 at the floor. The floor was made of
 wood and the door was made of wood.
 I walked in and looked around. The
 room was small and the ceiling was low.
 The walls were made of brick and the floor
 was made of wood. There was a small
 table in the corner and a chair. The
 room was very old and the furniture was
 worn. I looked at the door and then
 at the floor. The floor was made of
 wood and the door was made of wood.

382
pt 22

REEL 203 PAGE 1851

THIS INDENTURE, made the 22nd day of NOVEMBER, 1972, by and between ROMAN CATHOLIC CHURCH OF SAINT EMERIC, hereinafter designated the Grantor, and CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., a New York corporation, having its principal place of business at 4 Irving Place, New York, New York, hereinafter designated the Grantee,

WITNESSETH:

That the Grantor, in consideration of the sum of twenty thousand (\$20,000) dollars, lawful money of the United States, and other good and valuable consideration, does hereby grant and release unto the Grantee, its successors and assigns forever, a perpetual and exclusive subsurface easement for the purpose of installing a 24 inch steam main encased in a 36 inch sleeve in, under and through a portion of the Grantor's premises in Tax Block 382, Lot 22, Section 2, situate in the Borough of Manhattan, City, County and State of New York, and described in "Exhibit A," attached hereto and made a part hereof, hereinafter designated the "easement area."

I. The Grantee, its agents, employees, contractors, subcontractors and assigns shall have the perpetual right of access to the easement area for any utility purpose connected with the 24 inch steam line encased in a 36 inch sleeve, including but not limited to authorization to enter for the purposes of construction, erection, operation, maintenance, repair, alteration, improvement, removal and reconstruction of its facilities and equipment, provided, however, that Grantee, in the exercise of such right of access, shall not interfere with the Grantor's use of its property.

EXHIBIT A

REEL 200 PAGE 1852

BEGINNING at a point on the northerly line of East 12th Street distant 283.00 feet west of the corner formed by the intersecting of the said northerly line of East 12th Street with the westerly line of Avenue D, as said streets are laid out on the City Map, Borough of Manhattan, as of September 26, 1972; running thence in a northerly direction and parallel with the said westerly line of Avenue D, a distance of 128.75 feet; running thence westerly with an interior angle of $90^{\circ}-00'-00''$, a distance of 4.50 feet; thence northerly with an interior angle of $270^{\circ}-00'-00''$ and parallel with the said westerly line of Avenue D a distance of 77.75 feet to a point on the southerly line of East 13th Street which said point is distant 287.50 feet westerly of the corner formed by the intersection of the said westerly line of Avenue D with the said southerly line of East 13th Street; running thence westerly and along the said southerly line of East 13th Street a distance of 5.60 feet; thence southerly with an interior angle of $90^{\circ}-00'-00''$ and parallel with the said westerly line of Avenue D a distance of 206.50 feet to a point on the northerly line of East 12th Street which said point is distant 293.00 feet westerly of the corner formed by the intersection of the westerly line of Avenue D, with the northerly line of East 12th Street; thence easterly along the northerly line of East 12th Street a distance of 10.00 feet to the point or place of beginning.

- (a) All work in connection with such right of access shall be closely supervised.
- (b) For the benefit of the Grantor, the Grantee shall provide, in connection with any work or contract for work at any time made:
 - (1) The Grantor shall be indemnified and held harmless from and against any and all claims, actions, suits and damages arising out of or in any way connected with the grant of the easement, the exercise by the Grantee of any right thereunder, or the Grantee exceeding its rights thereunder.
 - (2) The premises shall be restored to the condition in which they were found before commencement of such work.
 - (3) There shall be provided adequate, safe and sufficient walkways, platforms, barricades, warning lights and all necessary and proper equipment, apparatus and appliances useful in carrying on the work and to make the place of work and the ways and approaches thereto safe and free from avoidable danger or as may be required by public authority.
 - (4) The Grantee shall carry or cause to be carried adequate Workmen's Compensation and Liability Insurance covering all work done in connection with the exercise of rights under the grant.

- (5) All permits shall be obtained which are or may be required and all provisions of any and all laws, orders or regulations complied with which have been, or may be, issued by any governmental agency having jurisdiction of the work.
- (6) The Grantee shall furnish reasonable notice before exercising its rights to access, and prior to the commencement of work, Grantor shall be provided with schedules of the work to be performed.
- (7) All work shall be performed in a workmanlike manner, and quality materials shall be used.
- (8) All employees of the contractor shall comply with the rules laid down by Grantee for regulating the conduct of persons on its property. Any of the contractor's employees who may appear to be intemperate, disorderly, profane, incompetent, or in any way disqualified for the work entrusted to them shall, upon the request of Grantee or its representatives, be immediately replaced by competent and qualified employees.

II. The Grantor agrees for itself, its successors and assigns that no structure or improvements shall be built on or over the easement area after eight (8) years from the date of this grant have elapsed without the prior written consent of

REEL 208 Page 1853

the Grantee, which consent shall not be unreasonably withheld.

III. Grantee agrees to remove and relocate at its sole cost and expense the twenty-four inch steam main encased in a thirty-six inch sleeve originally installed in the easement area, upon Grantor's written request, provided that

- (a) Such relocation is necessitated by reasonable cause shown;
- (b) A suitable substitute easement area is provided by the Grantor.

The provisions of this Article shall expire after eight (8) years from the date of this grant have elapsed and after such lapse this Article III shall be extinguished forever without any further action of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.

RC

By: 

CHURCH OF SAINT EMERIC

By: 

REEL 2001 PAGE 1850

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

On this 14th day of DECEMBER, 1972, before me personally came Arthur J. Bazeley to me known, who being by me duly sworn, did say that he resides at No. 38 Ridgeview Ave., Greenwich, Conn. that he is Vice President of CONSOLIDATED EDISON COMPANY OF NEW YORK, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Trustees of said corporation, and that he signed his name thereto by like authority.

Robert J. McLe
Notary Public
ROBERT J. MCLE
Notary Public, State of New York
No. 60 2654365
Qualified in Westchester County
Term Expires March 30, 1973

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

On this 14th day of November, 1972, before me personally appeared *Arthur J. Bazeley*, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same.

Arthur J. Bazeley
Notary Public

NOTARY PUBLIC
No. 60 2654365
Qual. in N.Y.
Commission Expires 3/30/73 1973

GRANTOR
ROMAN CATHOLIC CHURCH
OF SAINT EMERIC

GRANTEE
CONSOLIDATED EDISON COMPANY
OF NEW YORK, INC.

EASEMENT GRANT

Dated November 22, 1972
The land affected by the within
instrument lies in Lot 22 *(part)*

Block 382
on the Land Map of the County
of New York

Record and return to:

David J. Reilly
Consolidated Edison Company
of New York, Inc.
Law Department
4 Irving Place
New York, N.Y. 10003

LOC. VER.

REC. 208 JAN. 1857

13.00

— B —

1972-11-22 11:16

RECORDED IN NEW YORK COUNTY
BLOCK 382 LOT 22

SERIAL NUMBER

02288

1973 FEB 15 PM 2:20



Victor M. Harris
CITY REGISTER

Attachment VII-1 - Operating and Access Agreement

OPERATING AGREEMENT
OF
185 AVENUE D LLC

This Operating Agreement (this “Agreement”) of 185 AVENUE D LLC, a New York limited liability company (the “Company”), entered into by and between the Company and CHURCH OF ST. EMERIC (the “Member”), is effective as of April 27, 2017.

RECITALS

A. The Company was formed on April 27, 2017 in accordance with the New York Limited Liability Company Law (the “Act”) by the filing of the Articles of Organization of the Company (the “Articles”) with the New York Secretary of State (the “Secretary of State”).

B. The Company and the Member desire to execute this Agreement in order to provide for certain provisions regarding the management and operation of the Company.

ARTICLE I
OFFICE

Section 1.1 **Principal Office.** The initial principal office of the Company shall be located at 119 Avenue B, New York, New York 10009. The Company shall have such other offices, either within or without the State of New York, as shall be determined by the Member.

Section 1.2 **New York Registered Office.** The Company shall maintain a registered office in the State of New York in accordance with the Act. The registered agent for service of process for the Company in the State of New York shall be Rev. Lorenzo Ato and the address of the Company’s registered agent and registered office in the State of New York shall be c/o Church of Saint Brigid-Saint Emeric, 119 Avenue B, New York, New York 10009. The registered agent and registered office of the Company in the State of New York may be changed from time to time as shall be determined by the Member.

Section 1.3 **Other Qualifications.** The Company may file or record such documents and take such other actions under the laws of any other jurisdiction as are necessary or desirable to permit the Company to do business in any such jurisdictions as are selected by the Member.

ARTICLE II
PURPOSE

Pursuant to Section 201 of the Act, the Company may engage in any lawful business permitted by the Act. In furtherance of the foregoing powers and not by way of limitation, the Company shall have the power and authority to acquire, own, hold, investigate, remediate, manage, sell, finance, encumber and otherwise dispose of real property, including but not limited to land owned by Member located at Manhattan Block 382, Lot 22 also known as 185 Avenue D, New

York, N.Y. 10009 (the “Property”). Member hereby grants access and a license upon, into, under or through the Property for the purpose of the entry thereon by Company, its agents, employees, architects, engineers, contractors and consultants (collectively, the “Company Related Parties” and each a “Company Related Party”), vehicles, equipment and materials required by Company to satisfy tasks and obligations required by any Brownfield Cleanup Agreement entered into between Company and the New York State Department of Environmental Conservation.

ARTICLE III TERM

The Company’s existence shall be perpetual unless terminated sooner as set forth in the Act or in this Agreement.

ARTICLE IV ANNUAL REPORTS

The Company shall file such reports with the New York Department of State containing information as may be necessary to comply with the Act.

ARTICLE V MANAGEMENT OF THE COMPANY

Section 5.1 **Management of the Company.** The Company shall be managed by its Member.

Section 5.2 **Appointment of Officers.** The Member may, from time to time, appoint one or more individuals to be officers of the Company. Any officers so appointed shall have such authority and perform such duties as the Member may, from time to time, delegate to them. The Member may appoint the following officers: a President; any number of Vice Presidents (including one or more Assistant Vice Presidents); a Secretary (including one or more Assistant Secretaries); and a Treasurer (including one or more Assistant Treasurers). Any two or more offices may be held by the same person. Each officer shall hold office until his successor shall have been duly appointed or elected and shall have qualified, or until his death, or until he shall have resigned or have been removed by the Member. The salaries or other compensation, if any, of the officers of the Company shall be fixed from time to time by the Member. Any officer of the Company may be removed, either with or without cause, at any time, by the Member.

ARTICLE VI CAPITAL CONTRIBUTIONS AND FINANCING

Section 6.1 **Contribution of Member.** The Member, in its sole discretion, may make capital contributions to the Company from time to time as may be required to fund the Company’s operations.

Section 6.2 **Limited Liability of Member.** The liability of the Member shall be limited to the amount of any capital contribution made by the Member pursuant to Section 6.1 of this Agreement. The Member shall not have any other liability to contribute money to, or in

respect of the liabilities or obligations of, the Company nor shall the Member be personally liable for any obligations of the Company.

ARTICLE VII PROFITS AND LOSSES; DISTRIBUTIONS TO MEMBER

Section 7.1 **Income Tax Provisions.** It is the intent of the Member that for income tax purposes only, the Company be disregarded as an entity in accordance with the Internal Revenue Code of 1986, as amended, Treasury Regulations promulgated thereunder and any applicable state income (or franchise) tax code and regulations, such that the assets, liabilities, income and expenses of the Company shall be treated (for income tax purposes only) as the assets, liabilities, income and expenses of the Member. This provision shall have no effect on the rights of or liabilities to any person and shall have no effect other than for income tax purposes. In the event one or more additional Members are admitted to the Company, this Agreement shall be amended to include appropriate provisions for allocations of income tax items.

Section 7.2 **Distributions of Available Cash.** The Member may from time to time make distributions of the available cash of the Company to its Member.

Section 7.3 **Limitation.** Except in the case of the liquidation of the Company, the Company may not make a distribution if after the distribution the Company would be insolvent.

ARTICLE VIII ADDITIONAL MEMBERS

The Member may admit additional members to the Company. In the event one or more additional members are admitted to the Company, this Agreement shall be amended and restated to include appropriate provisions for allocating income tax items and such other provisions deemed necessary by the members for the proper governance of the Company.

ARTICLE IX TRANSFER OF MEMBERSHIP INTERESTS

The membership interests of the Company shall be assignable in whole or in part. Unless otherwise approved by the Member in its sole discretion, the assignee of a member's interest shall have no right to participate in the management of the business and affairs of the Company. An assignment of a membership interest shall entitle the assignee to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled, to the extent assigned.

ARTICLE X INDEMNIFICATION AND LIABILITY

Pursuant to Section 420 of the Act and this Agreement, the Company shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of New York any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by

reason of the fact that he is or was a manager, member, director or officer of this Company, or is or was serving at the request of this Company as a manager, member, director, officer, trustee, employee or agent of or in any other capacity with another company, partnership, joint venture, trust or other enterprise (each an “Indemnified Person”), against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, provided that no indemnification may be made to or on behalf of any member, manager or other person if a judgment or other final adjudication adverse to such member, manager or other person establishes (a) that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

A judgment or other final adjudication against a manager, member, director, officer, employee or agent of this Company in any criminal proceeding for violation of criminal law shall estop such person from contesting the fact that his breach or failure to perform constitutes a violation of the criminal law, but such judgment or other final adjudication shall not estop such person from establishing that he had reasonable cause to believe that his conduct was lawful or had no reasonable cause to believe that his conduct was unlawful.

The indemnification provided by this Article shall continue as to an Indemnified Person who has ceased to be a manager, member, director or officer or employee and shall inure to the benefit of the estate, heirs, personal representatives, beneficiaries, executors and administrators of such a person. All rights to indemnification and advances under this Article shall be deemed to be a contract between the Company and each Indemnified Person at any time while this Article is in effect. Any repeal or modification of this Article or any repeal or modification of relevant provisions of the Act or any other applicable laws shall not in any way diminish the rights to indemnification of such Indemnified Person or the obligations of the Company arising hereunder for claims relating to matters occurring prior to the repeal or modification.

ARTICLE XI AMENDMENTS TO ARTICLES AND AGREEMENT

Section 11.1 **Amendments to Articles of Organization.** The Articles may be altered or amended upon the written consent of the Member.

Section 11.2 **Amendments to Operating Agreement.** This Agreement may be altered, amended or repealed and a new Agreement may be adopted upon the written consent of the Member.

ARTICLE XII BANKING, FISCAL YEAR, BOOKS, RECORDS AND REPORTS

Section 12.1 **Banking.** All funds of the Company shall be deposited in its name in such financial institutions and such accounts as may be designated by the Member. All withdrawals therefrom are to be made upon the signature of such individual or individuals as may be designated by the Member. There shall be no commingling of the funds of the Company with the funds or assets of any other person or entity or invested for purposes other than the Company’s

purposes. All drafts and other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company, shall also be signed by such individual or individuals as shall be designated by the Member.

Section 12.2 **Books, Records and Reports.** The Company books shall be closed and balanced at the end of each calendar year. The Member shall cause all known business transactions pertaining to the purpose of the Company to be entered properly and completely into said books. The Member and its duly authorized representatives shall have access to and may inspect and copy any of such books or records at the offices of the Company.

ARTICLE XIII DISSOLUTION

Section 13.1 **Dissolution of Company.** The Company shall be dissolved and its business shall terminate upon the earliest occurrence of its bankruptcy or upon the written consent of the Member. The Company shall continue to exist after the happening of any of the foregoing events solely for the purpose of winding up its affairs in accordance with the Act.

Section 13.2 **Procedure on Dissolution.** Upon the dissolution of the Company, the Company's assets shall be applied and distributed as follows:

- (a) first, to satisfy the liabilities and obligations of the Company, including liabilities or obligations to the Member; and
- (b) thereafter, to the Member.

ARTICLE XIV AUTHORIZED SIGNATORIES

As of the date hereof, the Company hereby appoints the following three (3) people as an "Authorized Signatory". Each Authorized Signatory shall have the full authority to sign all contracts, agreements and documents of any kind on behalf of the Company, including, but not limited to, any documents, submissions, easements and/or agreements pursuant to the New York State Brownfield Cleanup Program:

- 1) Rev. Lorenzo Ato, Pastor of Church of St. Emeric, and any successor Pastor of St. Emeric.
- 2) David S. Brown, Director of Real Estate of the Archdiocese of New York, and any successor Director of Real Estate of the Archdiocese of New York.
- 3) Rev. Msgr. Gregory Mustaciuolo, Vicar General of the Archdiocese of New York, and any successor Vicar General of the Archdiocese of New York.

ARTICLE XV MISCELLANEOUS

Section 15.1 **No Personal Liability.** The Member shall not be required to assume or bear any personal obligation or liability with regard to any purchase or sale of property on behalf of the Company. Nor shall the Member be liable for any damages, costs, expenses, fines or penalties relating to or arising out of such property transactions. The Member shall not be liable for any loss, liability, expense or damage occasioned by its acts or omission in good faith and, in any event, the Member shall be liable only for its own willful misconduct or gross negligence, but not for honest errors of judgment. All contracts, agreements or other instruments executed by the Member on behalf of the Company with regard to the purchase or sale of property shall be deemed to include a provision exculpating the Member from any personal liability thereunder. The Member shall be held harmless and fully indemnified by the Company for acting on its behalf in any property transaction.

Section 15.2 **Section Captions.** Section and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of any part of this Agreement.

Section 15.3 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

Section 15.4 **Governing Law.** This Agreement and all transactions contemplated by this Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

Section 15.5 **Parties in Interest.** Every covenant, term, provision and agreement in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Member.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Company and the Member have executed this Agreement
as of the day and year first above written.

COMPANY:

185 AVENUE D LLC

By: Church of St. Emeric

By: 

Name: _____

Title: _____

MEMBER:




CHURCH OF ST. EMERIC

By: 

Name: _____

Title: _____

Attachment X-1 - Zoning Map

-  Subject Property
-  Adjoining Property
-  Zoning District

214 AVENUE C
LOT 1

M3-2

M1-2

AVENUE D
LOT 100

East 13th Street

152 AVENUE D
LOT 1

R7-2

181 AVENUE D
LOT 22

184 AVENUE D
LOT 25

188 AVENUE C
LOT 1

Avenue D

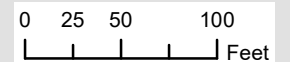
152 AVENUE D
LOT 1

Szold Place

East 12th Street

730 EAST 12 STREET
LOT 38

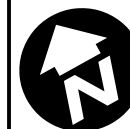
Subject Property, Adjoining Property, Zoning District:
NYC Dept. of City Planning, 2016



ZONING MAP

EAST 11TH ST. MGP - ST. EMERIC'S PROPERTY (OU-3)
181 AVENUE D, NEW YORK, NEW YORK

FIGURE 8



DATE:	5/8/2017
SCALE:	As Indicated
PROJECT NUMBER:	560973


ALL LOCATIONS APPROXIMATE



48 Springside Avenue
Poughkeepsie, New York 12603
Phone: (845) 454-2544
Fax: (845) 454-2655


Attachment X-2 - Surrounding Land Uses

Legend

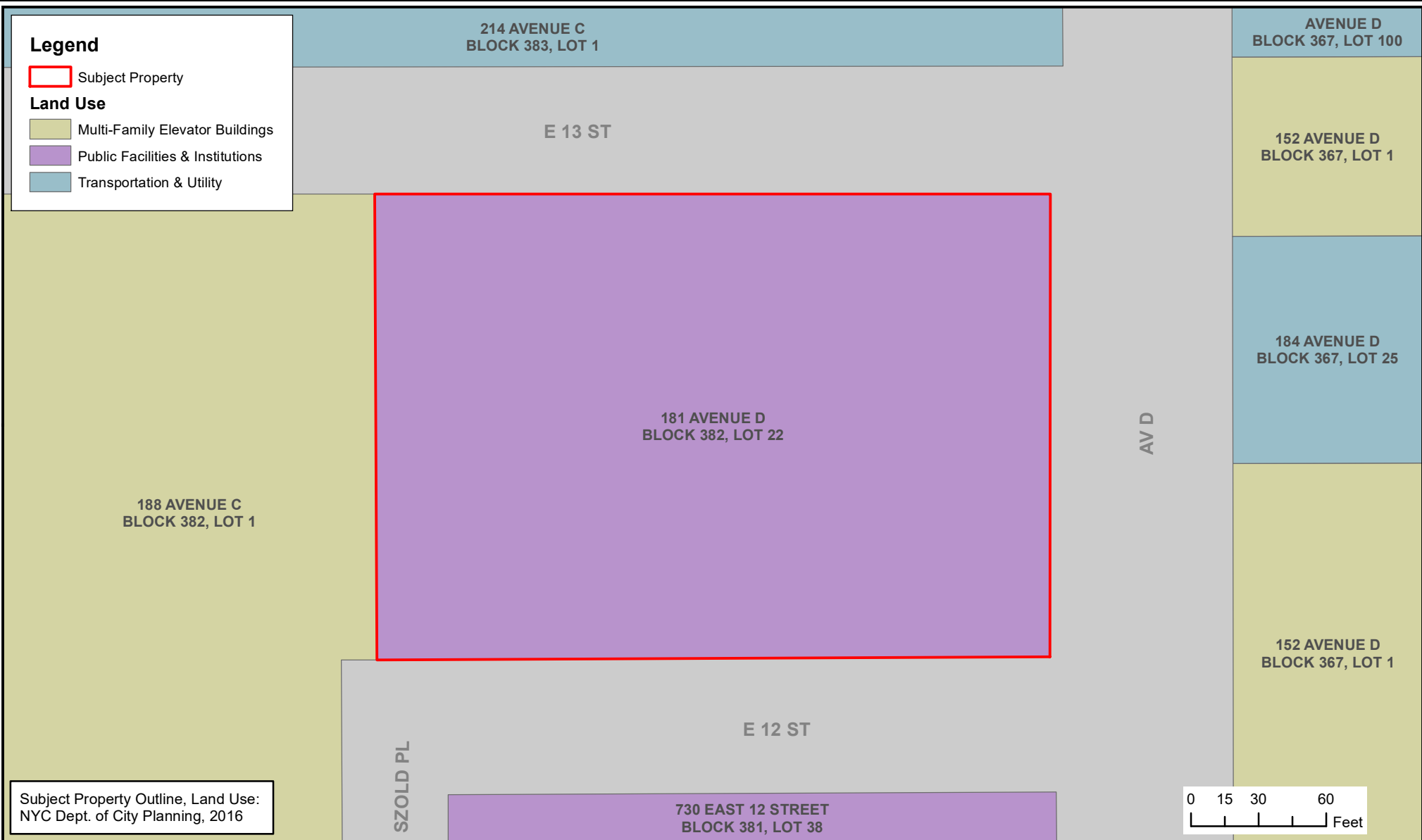
 Subject Property

Land Use

 Multi-Family Elevator Buildings

 Public Facilities & Institutions

 Transportation & Utility

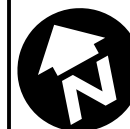


CURRENT LAND USE
EAST 11TH ST. MGP - ST. EMERIC'S PROPERTY (OU-3)
181 AVENUE D, NEW YORK, NEW YORK



48 Springside Avenue
Poughkeepsie, New York 12603
Phone: (845) 454-2544
Fax: (845) 454-2655

FIGURE 9



DATE: 5/8/2017

SCALE: As Indicated

PROJECT
NUMBER: 560973

ALL LOCATIONS APPROXIMATE