



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

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

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

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See Change of Use form submitted on <http://www.dec.ny.gov/chemical/76250.html> 6/21/2021.

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

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

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

Other (explain in detail below)

2. Required: Please provide a brief narrative on the nature of the amendment:

BCA Amendment to reflect change in legal ownership of Site from "The City of New York Acting by and through HPD" to "Acacia Sendero Verde Housing Development Fund Company, Inc." following closing on June 24, 2021. A copy of the recorded deed is attached.

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

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

Section I. Current Agreement Information

BCP SITE NAME: Sendero Verde Redevelopment Project - P; BCP SITE NUMBER: C231135

NAME OF CURRENT APPLICANT(S): SV-A Owners LLC

INDEX NUMBER OF AGREEMENT: C231135-09-19 DATE OF ORIGINAL AGREEMENT: 11/12/2019

Section II. New Requestor Information (complete only if adding new requestor or name has changed)

NAME

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

1. Is the requestor authorized to conduct business in New York State (NYS)? 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 (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

NAME OF NEW REQUESTOR'S REPRESENTATIVE

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? Yes No

3. Describe Requestor's Relationship to Existing Applicant:

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

OWNER'S NAME (if different from requestor) Acacia Sendero Verde Housing Development Fund Company, Inc.

ADDRESS 300 East 175th Street

CITY/TOWN Bronx, NY

ZIP CODE 10457

PHONE 347-649-3394

FAX

E-MAIL adgarcia@acacianetwork.org

OPERATOR'S NAME (if different from requestor or owner) SV-A Owners LLC

ADDRESS 551 Fifth Avenue, 23rd Floor

CITY/TOWN New York, NY

ZIP CODE 10176

PHONE (917) 542-8619

FAX

E-MAIL sbarker@rosecompanies.com

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

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

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

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

PARTICIPANT

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

VOLUNTEER

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

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

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

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

Prior Owner Current Owner Potential /Future Purchaser Other _____

13. If requestor is not the current site owner, **proof of site access sufficient to complete the remediation must be submitted.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site Is this proof attached? Yes No

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

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

1. Property information on current agreement:

ADDRESS 50 East 112th Street

CITY/TOWN New York, NY

ZIP CODE 10029

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 0.32

Parcel Address	Section No.	Block No.	Lot No.	Acreage
50 East 112th Street	Manhattan	1617	120	0.32

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

Acreage
Added by
Parcel

Parcel Address	Section No.	Block No.	Lot No.	Acreage

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address	Section No.	Block No.	Lot No.	Acreage

Total acreage to be removed: _____

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

2c. NEW SBL INFORMATION:

Parcel Address	Section No.	Block No.	Lot No.	Acreage

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

3. TOTAL REVISED SITE ACREAGE: _____

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

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 Tax Law 21(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<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>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information
BCP SITE NAME: Sendero Verde Redevelopment Project - Parcel <input type="checkbox"/> BCP SITE NUMBER: C231135
NAME OF CURRENT APPLICANT(S): SV-A Owners LLC
INDEX NUMBER OF AGREEMENT: C231135-09-19
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 11/12/2019

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
(Individual) I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: _____ Signature: _____ Print Name: _____
(Entity) I hereby affirm that I am (title _____) of (entity _____); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: _____ Signature: _____ Print Name: _____

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of SV-A Owners LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Michael Arman's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 7/20/2021 Signature: 

Print Name: Michael Arman / SV-A Owners LLC

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 11/12/2019

Signature by the Department:

DATED: September 15, 2021

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By:



Michael J. Ryan, P.E., Director
Division of Environmental Remediation

SUBMITTAL INFORMATION:

- **Two (2) copies, one hard copy with original signatures and one electronic copy in final, non-fillable Portable Document Format (PDF) must be sent to:**

Chief, Site Control Section
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

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

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: _____

BROWNFIELD CLEANUP PROGRAM (BCP) INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement. NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the 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). The application must be submitted to DEC in the same manner as the original application to participate.

COVER PAGE

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested. At the bottom of the page, please enter the site code. This filed will auto-populate in the bottom left corner of the subsequent pages.

SECTION I CURRENT AGREEMENT INFORMATION

Provide the site name, site code and current requestor exactly as it appears on the existing agreement. Provide the agreement index number and the date of the initial BCA, regardless of any executed amendments.

SECTION II NEW REQUESTOR INFORMATION

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners' names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database. A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address. Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant. Attorney Name, Address, etc.

Provide information for the requestor's attorney.

Please provide proof that the party signing this Application and Amendment has the authority to bind the requestor. This would be documentation from corporate organizational papers, which are updated, showing

the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC.

SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Only include if a transfer of title has taken place resulting in a change in ownership and/or operation of the site. Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

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.

If the 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. A purchase contract does not suffice as proof of access.

SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)

NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the 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). The application must be submitted to DEC in the same manner as the original application to participate.

1. Property Information on Existing Agreement

Provide the site address and tax parcel information exactly as it appears on the current agreement (or as it has been modified in previous amendments).

2a. Addition of Property

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

2b. Reduction of Property

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

2c. Change to SBL or metes and bounds description

Provide the new tax parcel information and attach a metes and bounds description.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

SUPPLEMENT TO THE APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT – QUESTIONS FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

This page should only be completed if:

a. The site is located in the five boroughs comprising New York City

AND

b. The site does not currently have an eligibility determination for tangible property credits.

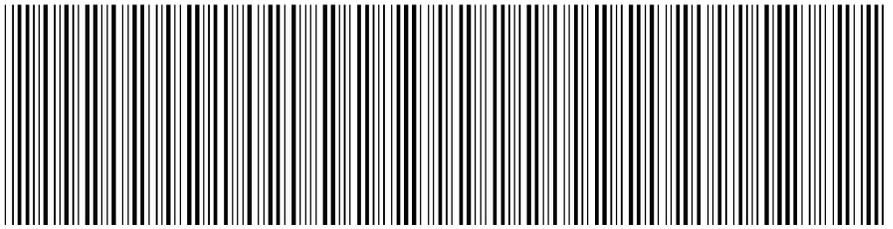
PART II

The information in the top section of page 7 should auto-populate with the information provided on page 2. If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 7 and the required information and signature on page 8.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 8.

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

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



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RECORDING AND ENDORSEMENT COVER PAGE

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Document ID: 2021062500710002

Document Date: 06-24-2021

Preparation Date: 06-25-2021

Document Type: DEED

Document Page Count: 50

PRESENTER:

MISSION TITLE AGENCY, LLC
511 FIFTH AVENUE, 22ND FLOOR
NEW YORK, NY 10176
212-710-9515
ALEC@MISSIONTITLEAGENCY.COM

RETURN TO:

MISSION TITLE AGENCY, LLC
511 FIFTH AVENUE, 22ND FLOOR
NEW YORK, NY 10176
212-710-9515
ALEC@MISSIONTITLEAGENCY.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1617	120	Entire Lot	N/A MADISON AVENUE
Property Type: OTHER				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

THE CITY OF NEW YORK ACTING BY AND THROUGH HPD
100 GOLD STREET
NEW YORK, NY 10038

GRANTEE/BUYER:

ACACIA SENDERO VERDE HOUSING DEV FUND CO INC.
300 WEST 175TH STREET
BRONX, NY 10457

FEES AND TAXES

Mortgage :

Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
TOTAL:	\$	0.00
Recording Fee:	\$	287.00
Affidavit Fee:	\$	0.00

Filing Fee:

Filing Fee:	\$	250.00
NYC Real Property Transfer Tax:	\$	0.00
NYS Real Estate Transfer Tax:	\$	0.00

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

CITY OF NEW YORK

Recorded/Filed 07-01-2021 13:18
City Register File No.(CRFN):
2021000251797



Annette McMill

City Register Official Signature

THIS DEED ("Deed"), entered into as of the 24th day of June, 2021, by and between **THE CITY OF NEW YORK**, a municipal corporation formed pursuant to the laws of the State of New York, having its principal office at City Hall, New York, New York 10007 ("City"), acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having its principal office at 100 Gold Street, New York, New York 10038 ("HPD"), as Grantor, and **ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.**, a not-for-profit corporation formed pursuant to the laws of the State of New York and Article XI of the New York Private Housing Finance Law, having its principal office at 300 East 175th Street, Bronx, New York 10457 ("Sponsor"), as Grantee.

WHEREAS, the City is the owner of certain real property, consisting of all those plots, pieces, or parcels of real property situated, lying, and being in the City and State of New York, as more particularly described in Exhibit A annexed hereto and made a part hereof ("Land"), and all buildings and improvements situated on the Land ("Improvements"); and

WHEREAS, the present condition of the Land and Improvements (collectively, "Disposition Area") tends to impair or arrest the sound growth and development of the municipality; and

WHEREAS, the Disposition Area contains one or more properties located in the Milbank Frawley Circle East Urban Renewal Area ("Area") and identified as part of Site 25A in the Second Amended Milbank Frawley Circle East Urban Renewal Plan dated as of December 14, 2017 ("Plan"); and

WHEREAS, the City desires to encourage the redevelopment of deteriorated City-owned properties and to promote the development of affordable housing; and

WHEREAS, the Disposition Area is eligible to be conveyed pursuant to Article 16 of the General Municipal Law ("GML"); and

WHEREAS, in furtherance of the objectives of Article 16 of the GML, the City has undertaken a program for the clearance, replanning, reconstruction, and neighborhood rehabilitation of slum and blighted areas in the City; and

WHEREAS, in furtherance of such program, the City is undertaking an Urban Development Action Area Project for the development of the Disposition Area ("Project"), as such Project is more fully described in that certain (i) Land Disposition Agreement ("LDA") between the City, Sponsor, SV-A Moderate Owners LLC (the "Moderate LLC"), and SV-A Owners LLC (the "Owner LLC", which together with the Sponsor and Moderate LLC are collectively referred to as the "Developer") of even date herewith and (ii) Regulatory Agreement ("Regulatory Agreement") between the City, the New York City Housing Development Corporation and Developer of even date herewith; and

WHEREAS, HPD has prepared the Project Summary ("Project Summary") and Supplemental Project Summary ("Supplemental Project Summary") annexed to the LDA for the development of the Project and made a part hereof for the redevelopment of the Disposition Area as an Urban Development Action Area Project pursuant to Section 694 of the GML; and

WHEREAS, HPD issued a SustainNYC: Achieving Community, Economic and Environmental Sustainability through Passive House Design request for proposals ("RFP") for the development

of the Disposition Area that, among other things, governed the selection criteria for designating a sponsor for the Disposition Area; and

WHEREAS, HPD has selected Sponsor pursuant to the RFP and has designated Sponsor as a qualified and eligible sponsor of the Project pursuant to Section 695 of the GML; and

WHEREAS, the parties contemplate that the Disposition Area will be developed with subsidy assistance pursuant to Article 12 of the Private Housing Finance Law ("PHFL") and that Sponsor and the Project shall be subject thereby to the requirements of the PHFL and the Program; and

WHEREAS, Sponsor will obtain mortgage loan financing to develop the Project and, in connection with such financing, Sponsor and the lenders will execute one or more notes, mortgages, and related agreements or instruments (collectively, "Loan Documents"); and

WHEREAS, on November 30, 2017, by Resolution No. 1746, a copy of which is annexed hereto as Exhibit B and made a part hereof, the Council, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) found that the present status of the Disposition Area tends to impair or arrest the sound growth and development of the municipality and that the proposed Urban Development Action Area Project is consistent with the policy and purposes of Section 691 of the GML, (ii) designated the Disposition Area as an Urban Development Action Area pursuant to Section 693 of the GML, and (iii) approved the project as an Urban Development Action Area Project pursuant to Section 694 of the GML; and

WHEREAS, on May 28, 2021, by the document annexed hereto as Exhibit C and made a part hereof, the Mayor, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) approved the designation of Sponsor as a qualified and eligible sponsor pursuant to Section 695 of the GML, (ii) approved the sale of the Disposition Area by the City to Sponsor pursuant to Section 695 of the GML, and (iii) approved the LDA; and

WHEREAS, Sponsor proposes to purchase the Disposition Area from the City upon the terms and conditions set forth in the LDA and to undertake the redevelopment of the Disposition Area in accordance with the Project Summary and Supplemental Project Summary therewith, which redevelopment shall accomplish the construction and development of the Project; and

WHEREAS, the Sponsor intends to enter into a nominee agreement with the Beneficial Owner, which is intended to be recorded in the City Register's Office, County of New York, pursuant to which the Sponsor will retain legal ownership of the Disposition Area and the Beneficial Owner will assume beneficial ownership in the Disposition Area; and

WHEREAS, any capitalized terms not defined herein shall have the meanings ascribed to them in the LDA.

NOW THEREFORE, the City, in consideration of the sum of ONE DOLLAR (\$1.00) paid by Sponsor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release the Disposition Area unto Sponsor, its successors and assigns forever, subject only to the restrictions set forth or referred to herein.

TO HAVE AND TO HOLD the Disposition Area herein granted unto Sponsor, its successors and assigns forever, as follows:

1. Conveyance.

- A. Title. The City hereby conveys to Sponsor, and Sponsor accepts from the City, all right, title, and interest of the City in and to the Disposition Area, subject to, without limitation, the trust fund provisions of Section 13 of the Lien Law and all terms, covenants, and conditions of this Deed, the LDA, and the Regulatory Agreement.
- B. "As Is" Condition. Sponsor accepts the Disposition Area in its "as is" condition on the date ("Closing Date") of delivery of this Deed to Sponsor ("Closing"). The City has not made any representations or warranties regarding the condition of the Disposition Area and neither has nor had any obligation to undertake demolition, site clearance, or site preparation. The City neither represents nor warrants any facts regarding such condition, including, but not limited to, that it will be suitable for the Project. Sponsor represents and warrants that Sponsor has inspected the Disposition Area and is fully familiar with its condition.

2. Revesting.

A. Revesting.

- 1. Default. Until the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the occurrence of any of the following shall constitute an event of default ("Default"):
 - a. Failure to commence Construction on or before the Commencement Date;
 - b. Failure to perform the Construction in accordance with the Approved Plans;
 - c. Abandonment or substantial suspension of Construction before the Completion Date;
 - d. Failure to both (i) complete ninety five percent (95%) of the value of Construction on or before the Completion Date in accordance with the Approved Plans, as such percentage and compliance are determined by HPD, and (ii) obtain a temporary or permanent Certificate of Occupancy on or before the Completion Date for all of the improvements on the Disposition Area;
 - e. Any Prohibited Transfer without the prior written consent of HPD; and
 - f. Any default or event of default under a nominee agreement which remains uncured beyond the applicable cure period.
- 2. Cure.

- a. Upon the occurrence of any Default, HPD shall give written notice of such Default ("Default Notice") to Sponsor and to any Holder which has previously requested such Default Notice in writing.
 - b. Sponsor and any Holder shall be permitted thirty (30) days from the date of any Default Notice ("Cure Period") to cure such Default to the satisfaction of HPD ("Cure").
 - c. If HPD, in its sole discretion, determines in writing that the nature of the Default makes it impossible to complete a Cure within the Cure Period, the Default Notice shall state such determination and shall specify such longer period ("Extended Cure Period") to effectuate a Cure as HPD, in its sole discretion, shall determine; provided, however, that such Extended Cure Period shall end not later than ninety (90) days after the Completion Date. Sponsor or any Holder shall be permitted to commence the Cure of such Default and to thereafter diligently and continuously pursue the Cure of such Default during the Extended Cure Period until such Default shall be completely Cured.
 - d. Any Default which is Cured within the Cure Period or, if applicable, any Extended Cure Period, shall be deemed to be a Cured Default ("Cured Default"). Any Default which is not Cured within the Cure Period or, if applicable, any Extended Cure Period, shall be deemed to be an uncured Default ("Uncured Default").
 - e. If, after the issuance of a Default Notice, such Default is Cured within the Cure Period or, if applicable, any Extended Cure Period, HPD shall issue, within thirty (30) days after receipt of a written request therefor by Sponsor or any Holder, a written notice ("Cure Notice") (i) certifying that such Default is a Cured Default, (ii) certifying that such Cured Default will not result in an exercise of the City's rights pursuant to this Section 2, and (iii) reserving the right of the City to exercise its rights pursuant to this Section 2 for any other or future Default; provided, however, that the failure to explicitly reserve any right in the Cure Notice shall not result in the waiver of any such right.
 - f. In the event of any Uncured Default, the City may, at its sole option, exercise the City's rights pursuant to Section 2.A.3.
3. Revesting. If any Uncured Default shall occur prior to the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the City may, subject to the laws of the State of New York, re-enter and take possession of the Disposition Area and terminate and revert in the City the estate conveyed to Sponsor, in which event all right, title, and interest of Sponsor in and to the Disposition Area shall revert to the City. Upon the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the City's rights pursuant to this Section 2.A shall terminate. Upon the issuance of a Certificate of Completion for a portion of the Project pursuant to Section 201.B of the

LDA, the City's right to revest that portion of the Project pursuant to this Section 2.A shall terminate.

4. Subordination.

- a. Notwithstanding the provisions of this Section 2.A, any revesting of title in the City pursuant to the terms of this Deed or the LDA shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage ("Mortgage") held by a Holder which is authorized by the LDA, or (ii) any rights or interests provided in the LDA for the protection of the Holder of such Mortgage.
- b. Upon the request of Sponsor, the City shall deliver to the Holder at the Closing an instrument in recordable form, whereby the City's rights and interests and Sponsor's covenants under this Deed and the LDA (except for the provisions of Section 202 of the LDA and any provisions which would control by operation of law even in the absence of this Deed and the LDA) are subordinated to the lien of the Mortgage in the event that Sponsor ceases to hold title to the Disposition Area as a result of the Holder's exercise of a remedy for the Sponsor's default under the Loan Documents.
- c. If, after the issuance of any Default Notice, any Holder shall Cure the Default before the expiration of the Cure Period (or, if applicable, any Extended Cure Period), such Holder may add the cost of Curing such Default to the Mortgage debt and to the lien of its Mortgage.

B. Assignment of Surplus Money. If title to the Disposition Area is revested in the City pursuant to this Section 2, and HPD thereafter determines to sell all or any portion of the Disposition Area, the proceeds thereof, if any, shall be retained by HPD. Sponsor hereby assigns to HPD any surplus money paid into a court as the result of any foreclosure of any lien on any portion of the Disposition Area prior to the issuance of the Certificate of Completion for that portion. Sponsor shall execute an assignment of surplus money in recordable form if the City, in its sole discretion, determines that such a document is necessary in order to effectuate such assignment.

C. Other Remedies. Notwithstanding any provisions of this Section 2 to the contrary, the remedies of the City pursuant to this Section 2 shall not be exclusive. With respect to any Default, the remedies of the City pursuant to this Section 2 shall be in addition to and concurrent with all other defenses, rights, and remedies which the City has, will have, or may have pursuant to this Deed, the LDA, the Regulatory Agreement, the Loan Documents, or any other agreement between Sponsor and the City (collectively, "Project Documents"), or under law, equity, or otherwise. With respect to any violation of any Project Document which is not a Default, the City shall retain each and every defense, right, and remedy which the City has, will have, or may have pursuant to this Deed or any other Project Document or under law, equity, or otherwise.

3. No Transfer. Prior to issuance of a Certificate of Completion for the entire Project by the City pursuant to Section 201.B of the LDA, there shall be no transfer of title to the Disposition Area or change of ownership interest in Sponsor except in accordance with Article III of the LDA.
4. Program Compliance And Non-Discrimination. Sponsor, by its acceptance and execution of this Deed, covenants and agrees, for and on behalf of itself, its successors and assigns, and every successor in interest to the Disposition Area, or any part thereof, to be bound by the following covenants, which shall be binding for the benefit of the City and enforceable by the City against Sponsor and its successors and assigns to the fullest extent permitted by law and equity:
 - A. Sponsor, its successors and assigns shall devote the Disposition Area to the uses specified in, and shall otherwise comply with, the LDA, the Regulatory Agreement, and the other Project Documents.
 - B. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall comply with all applicable federal, state, and local laws in effect from time to time prohibiting discrimination or segregation by reason of actual or perceived age, race, creed, religion, gender, gender identity or gender expression, sex, color, national origin, ancestry, sexual orientation, disability, marital status, status as a victim of domestic violence, stalking, and sex offenses, partnership status, presence of a service or emotional support animal, familial status, immigrant status, citizenship status, lawful source of income (including income derived from social security, or any form of federal, state, or local public government assistance or housing assistance, including Section 8 vouchers), lawful occupation, uniformed service status, because children are, may be, or would be residing with such person or persons, or any other class protected from discrimination in housing accommodations by federal, state, or local law (collectively, "Prohibited Distinctions") in the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof.
 - C. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, is restricted upon the basis of any Prohibited Distinction. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall comply with all applicable statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.
 - D. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall include the covenants of Section 4.B and Section 4.C in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof.

5. Sponsor's Certification Pursuant to Section 695 of the GML. Sponsor hereby represents, warrants, and certifies, pursuant to Section 695 of the GML, that Sponsor is neither a former owner in fee nor the spouse of a former owner in fee of all or any part of the Disposition Area, or of any property acquired by the City through real property tax or other lien enforcement proceedings, nor is Sponsor a business entity substantially controlled by such a former owner, nor is Sponsor a successor in interest to any such former owner. If such representation, warranty, and certification by Sponsor is false in whole or in part, or if Sponsor otherwise violates or has violated Section 695 of the GML, this Deed and the LDA shall be voidable by the City in accordance with Section 695 of the GML.
6. No Merger. Notwithstanding the specific recital in this Deed of certain of the covenants and agreements which are provided for in the LDA, the Regulatory Agreement, or any other Project Document, each and every covenant, term, provision, and condition contained in the LDA, the Regulatory Agreement, or any other Project Document shall survive this Deed and shall remain in full force and effect, and no covenant, term, provision, or condition contained in the LDA, the Regulatory Agreement, or any other Project Document shall in any event or in any respect be merged with this Deed.
7. Covenants Running With Land. The agreements and covenants set forth in this Deed shall run with the land and shall be binding to the fullest extent permitted by law and equity. Such covenants shall inure to the benefit of the City and shall bind and be enforceable against Sponsor and its successors and assigns.
8. Severability. If any term or provision of this Deed shall be found to be void, voidable, or otherwise unenforceable, such term or provision shall be deemed severed from this Deed and shall have no further force or effect, and the remaining terms and provisions shall thereafter continue in full force and effect to accomplish the intent and purpose of this Deed to the fullest extent possible.
9. Waiver. To the extent permitted by law, Sponsor hereby waives any and all rights it may have, at law or equity, to challenge, modify, set aside, extinguish, enjoin enforcement of, or seek relief from any of the terms, conditions, covenants, restrictions, or agreements in this Deed.
10. Cross-Default. A default pursuant to the LDA, the Regulatory Agreement, or any other Project Document shall constitute a default pursuant to this Deed.
11. Urban Renewal Plan Compliance. Sponsor shall develop and operate the Disposition Area in accordance with the requirements of the Plan, a copy of which is annexed hereto as Exhibit D and made a part hereof. Notwithstanding any provision to the contrary in this Deed or any other Project Document, the requirements of this Section 11 shall survive until the later of (i) thirty (30) years from the date hereof, or (ii) the date upon which the Plan expires by its own terms.
12. Notices.
 - A. Each notice, approval, consent, request, waiver, or communication given or required to be sent under this Deed ("Notice") shall be in writing and either (i)

sent by regular or express mail, postage prepaid, or (ii) delivered in person or by nationally recognized overnight courier, with receipt acknowledged.

B. Each Notice shall be addressed as follows:

1. When sent by the City to Sponsor, at the address first set forth above.
2. When sent by Sponsor to the City, to:

Department of Housing Preservation and Development
100 Gold Street, Room 9A-1
New York, New York 10038
Attention: Deputy Commissioner for Development

C. Each party shall notify the other in the case of a change in address in the manner for delivering Notices provided in this Section 12, which changed address shall thereafter be the address to which Notices are sent.

D. Each Notice delivered by regular or express mail shall be deemed to have been given upon the third (3rd) business day following the date upon which such Notice is deposited in the United States mail, postage prepaid. Each Notice delivered in person or by nationally recognized overnight courier, with receipt acknowledged, shall be deemed given upon actual delivery, as evidenced by a signed receipt. Notwithstanding the foregoing, any notice of a change in address shall only be deemed to have been given when actually received by the other party.

13. No Waiver. Waiver by either party of any breach of any provision of this Deed shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Deed unless and until the same be agreed to in a writing executed and acknowledged by the parties hereto.
14. Provisions Required by Law Deemed Inserted. Each and every provision of law and governmental regulation required by law to be inserted in this Deed shall be deemed to be inserted herein and this Deed shall read and shall be enforced as though so included herein. If, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then, upon the application of either party, this Deed shall be deemed to be amended to make such insertion or correction so as to comply strictly with the law.
15. Titles. Any titles of the several parts, Articles, Sections, and Subsections of this Deed are for convenience only and shall be disregarded in construing or interpreting any of its provisions.
16. Compliance With Laws. Sponsor shall comply with all applicable laws, ordinances, orders, rules, and regulations promulgated by any local, state, or federal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
17. Unused Development Rights. If, at any time after the Completion Date, the amount of floor area permitted on the Disposition Area pursuant to the New York City Zoning Resolution exceeds the amount of floor area in the improvements existing on the

Disposition Area on the Completion Date (“Unused Development Rights”), such Unused Development Rights shall not be used, transferred, or encumbered without the prior written consent of HPD.

18. Consents And Approvals. Except as otherwise specifically provided in this Deed, any consent or approval by HPD pursuant to this Deed shall be made in writing by (i) HPD’s Commissioner, HPD’s Deputy Commissioner for Development, or by an Associate Commissioner or Assistant Commissioner in HPD’s office of Development (each, an “Authorized Official”), or (ii) an HPD employee designated in writing by any Authorized Official to grant such consent or approval. In the case of any consent or approval by an HPD employee who is not an Authorized Signatory, Sponsor shall be required to verify that such HPD employee has a valid written delegation of authority from an Authorized Signatory that authorizes such HPD employee to give such consent or approval, and shall not act upon any purported consent or approval without first performing such verification.
19. Sole Discretion. Except as otherwise specified herein, any determination or approval by HPD pursuant to this Deed shall be in the sole discretion of HPD.
20. Intentionally omitted.
21. If, at any time after the date of the conversion of the financing provided by New York City Housing Development Corporation from the construction phase to the permanent phase (“Permanent Loan Conversion”), the amount of floor area permitted on the Disposition Area pursuant to the New York City Zoning Resolution and that certain Zoning Lot Development Rights Agreement dated June 27, 2019 and recorded with the Office of the City Register on July 11, 2019 at CFRN 2019000219193, as the same may be amended or modified, exceeds the amount of floor area in the improvements existing on the Disposition area on the Permanent Loan Conversion (“Unused Development Rights”), such Unused Development Rights shall not be used, transferred, or encumbered for any purpose other than for the purpose of primarily developing or operating affordable housing and may be used, transferred or encumbered only with the prior written consent of HPD.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the City has caused this Deed to be executed by the Commissioner of HPD, and Sponsor has caused this Deed to be executed as of the day and year first above written.

THE CITY OF NEW YORK

By: **DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT**

By: 
Elizabeth Oakley Steckart
Deputy Commissioner

**ACACIA SENDERO VERDE HOUSING
DEVELOPMENT FUND COMPANY, INC.**
a New York not-for-profit corporation

By: _____
Name: Raul Russi
Title: Authorized Signatory

Seal of The City of New York

APPROVED AS TO FORM
BY STANDARD TYPE OF CLASS
FOR USE UNTIL June 30, 2021

By: /s/ Lori Barrett-Peterson
Acting Corporation Counsel

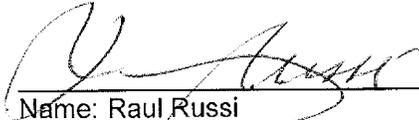
IN WITNESS WHEREOF, the City has caused this Deed to be executed by the Commissioner of HPD, and Sponsor has caused this Deed to be executed as of the day and year first above written.

THE CITY OF NEW YORK

**By: DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT**

By: _____
Elizabeth Oakley Steckart
Deputy Commissioner

**ACACIA SENDERO VERDE HOUSING
DEVELOPMENT FUND COMPANY, INC.**
a New York not-for-profit corporation

By: 
Name: Raul Russi
Title: Authorized Signatory

Seal of The City of New York

APPROVED AS TO FORM
BY STANDARD TYPE OF CLASS
FOR USE UNTIL June 30, 2021

By: /s/ Lori Barrett-Peterson
Acting Corporation Counsel

SPONSOR ACKNOWLEDGMENT

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

On the 16 day of June in the year 2021 before me,, the undersigned, personally appeared Raul Russi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC

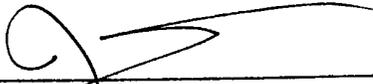
GIAMARA M. ROSADO Notary Public, State of New York Registration # [REDACTED] 6305162 Qualified In Bronx County Commission Expires June 2, 2022
--

COMMISSIONER ACKNOWLEDGMENT

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

On the 23rd day of June in the year 2021 before me, the undersigned, personally appeared Elizabeth Oakley Steckart, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JENNIFER A KUBICKI
Notary Public, State of New York
No. 02KU6278123
Qualified in Kings County
Commission Expires Sept. 6, 2021



NOTARY PUBLIC

Notarized in Queens County.

EXHIBIT A

Property Description

All those certain plots, pieces and parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City and State of New York, designated on the Tax Map of the City of New York as it existed on May 28, 2021:

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Address(es)</u>
1617	120	50 East 112 th Street

County: New York

EXHIBIT B

City Council Resolution

(next page)

**THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 1746**

Resolution approving with modification the application submitted by the New York City Department of Housing Preservation and Development (“HPD”) and the decision of the City Planning Commission, ULURP No. C 17036 HAM, approving the designation of an Urban Development Action Area, an Urban Development Action Area Project, and the disposition of city-owned property located on block generally bounded by East 111th Street, Park Avenue, East 112th Street and Madison Avenue (Block 1617, Lots 20, 22, 23, 25, 28, 29, 31, 33, 35, 37, 38, 39, 40, 41, 42, 43, 45, 46, 48, 50, 51, 52, 53, 54, 121 and 122), Borough of Manhattan, Community District 11, to a developer selected by HPD (L.U. No. 778; C 170363 HAM).

By Council Members Greenfield and Richards

WHEREAS, the City Planning Commission filed with the Council on October 2, 2017 its decision dated October 2 2017 (the "Decision"), on the application submitted by the New York City Department of Housing Preservation and Development (“HPD”) regarding city-owned property located at on block generally bounded by East 111th Street, Park Avenue, East 112th Street and Madison Avenue (Block 1617, Lots 20, 22, 23, 25, 28, 29, 31, 33, 35, 37, 38, 39, 40, 41, 42, 43, 45, 46, 48, 50, 51, 52, 53, 54, 121 and 122) (the “Disposition Area”), approving:

- a) pursuant to Article 16 of the General Municipal Law of New York State the designation of Disposition Area as an Urban Development Action Area;
- b) pursuant to Article 16 of the General Municipal Law of New York State an Urban Development Action Area Project for the Disposition Area (the "Project"); and
- c) pursuant to Section 197-c of the New York City Charter the disposition of the Disposition Area to a developer to be selected by the New York City Department of Housing Preservation and Development;

which in conjunction with the related actions would facilitate the development of three predominately residential mixed-use buildings containing approximately 655 affordable dwelling units, commercial and community facility floor area, community gardens, and publicly accessible open space in Community District 11, Borough of Manhattan, (ULURP No. C 170363 HAM) (the "Application");

WHEREAS, the Application is related to applications C 170361 ZMM (L.U. No. 776), a zoning map amendment to change existing R7-2 and R7-2/C1-4 districts to R9 and R9/C2-5 districts; N 170362 ZRM (L.U. No. 777), a zoning text amendment to designate a Mandatory Inclusionary Housing area; [REDACTED] PQM (L.U. No.779); an acquisition of a portion of the disposition area by the City for community garden use; C 170365 ZSM (L.U. No. 780), a special permit to modify the height and setback and yard requirements within a Large-Scale General

Development; ██████████ ZSM (L.U. No. 781), a special permit to allow commercial use above the second story within a mixed-use building within a Large-Scale General Development; C 170367 ZSM (L.U. No. 782) a special permit to modify parking requirements within a Large Scale General Development; and 20185083 (L.U. No. 790), a real property tax exemption;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d(b)(1) of the City Charter;

WHEREAS, the Application and Decision are subject to review and action by the Council pursuant to Article 16 of the General Municipal Law of New York State;

WHEREAS, by letter dated October 6, 2017 and submitted to the Council on October 6, 2017, HPD submitted its requests (the "HPD Requests") respecting the Application including the submission of the project summary for the Project (the "Project Summary");

WHEREAS, upon due notice, the Council held a public hearing on the Application and Decision and the HPD Requests on October 11, 2017;

WHEREAS, the Council has considered the land use and financial implications and other policy issues relating to the Application;

WHEREAS, the Council has considered the relevant environmental issues, including the Final Environmental Impact Statement (FEIS) for which a Notice of Completion was issued on September 19, 2017 (CEQR No. 17DCP048M), and the Technical Memoranda dated September 29, 2017, (the "Technical Memoranda");

RESOLVED:

Having considered the FEIS and the Technical Memoranda with respect to the Decision and Application, the Council finds that:

- (1) The FEIS meets the requirements of 6 N.Y.C.R.R. Part 617;
- (2) Consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is one which avoids or minimizes adverse environmental impacts to the maximum extent practicable; and
- (3) The adverse environmental impacts identified in the Sendero Verde Development Alternative of the FEIS will be minimized or avoided to the maximum extent

practicable by incorporating as conditions to the approval, pursuant to the Land Disposition Agreement(s) with the City, those project components related to the environment and mitigation measures determined to be practicable.

The Decision, together with the FEIS and the Memoranda constitute the written statement of facts, and of social, economic and other factors and standards that form the basis of this determination, pursuant to 6 N.Y.C.R.R. §617.11(d).

Pursuant to Section 197-d of the New York City Charter, based on the environmental determination and the consideration described in the report (C 170363 HAM) and incorporated by reference herein, the Council approves with modifications the Decision of the City Planning Commission and the HPD Requests:

The Council finds that the present status of the Disposition Area tends to impair or arrest the sound growth and development of the City of New York and that a designation of the Project as an urban development action area project is consistent with the policy and purposes stated in Section 691 of the General Municipal Law.

The Council approves the designation of the Disposition Area as an urban development action area pursuant to Section 693 of the General Municipal Law.

The Council approves the Project as an urban development action area project pursuant to Section 694 of the General Municipal Law and subject to the terms and conditions of the Project Summary.

The Project shall be developed in a manner consistent with Project Summary submitted by HPD, copy of which is attached hereto and made a part hereof.

The Council approves the disposition of the Disposition Area under Section 197-d of the New York City Charter, to a developer to be selected by the New York City Department of Housing Preservation and Development for the development of the Project consistent with the Project Summary with the following modification:

The disposition shall be restricted to require that a minimum of 11,450 square feet of lot area be devoted to community garden or passive recreation use, and a minimum of an additional 18,000 square feet be devoted to use as publically accessible open space.

Adopted.

Page 4 of 4
C 170363 HAM
Res. No. 1746 (L.U. No. 778)

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on November 30, 2017, on file in this office.


.....
City Clerk, Clerk of The Council

EXHIBIT C

Mayoral Approval Document and EEO 106

(next page)

**THE MAYOR
CITY OF NEW YORK
MAY 26, 2021
Cal. No. 9**

WHEREAS, The Department of Housing Preservation and Development ("HPD") of the City of New York ("City") has proposed to the Council the sale of certain City-owned real property located in the Borough of Manhattan, City and State of New York, known as:

Block
1617

Lot
120

on the Tax Map of the City and as Sendero Verde A in HPD's Mixed Income Program: Mix and Match ("Disposition Area"); and

WHEREAS, the Council, pursuant to Article 16 of the General Municipal Law, has held a public hearing upon due notice and has (i) approved the designation of the Disposition Area as an Urban Development Action Area, and (ii) approved the proposed project ("Project") as an Urban Development Action Area Project, and

WHEREAS, the City Planning Commission duly filed with the Council and the affected Borough President its approval (Report No. C 170393 HAM, dated October 2, 2017) of the use and disposition of the Disposition Area in conformity with the land use review procedures required by Sections 197-c and 197-d of the Charter, which have been adhered to; and

WHEREAS, the action of the City Planning Commission has been approved or deemed approved by the Council pursuant to Section 197-d of the Charter; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Part 617 of Volume 6 of the Codes, Rules and Regulations of the State of New York, Chapter 5 of Title 62 of the Rules of the City of New York, and Mayoral Executive Order No. 91 of August 24, 1977, as amended, the Department of City Planning has prepared an Environmental Impact Statement which has been duly considered by the Mayor; and

WHEREAS, HPD has designated Acacia Sendero Verde Housing Development Fund Company, Inc. ("Sponsor") as a qualified and eligible sponsor; and

WHEREAS, it is anticipated that the Project to be developed by Sponsor will contain approximately one building containing approximately 348 dwelling units, approximately 6,213 square feet of commercial space, approximately 22,725 square feet of community facility space, and approximately 1,887 square feet of publicly accessible open space on the Disposition Area; and

WHEREAS, a proposed agreement ("Land Disposition Agreement") between the City and Sponsor providing for the sale of the Disposition Area to Sponsor for the price of \$1.00 per tax lot ("Disposition Price") and setting forth the terms and conditions for the development of the Disposition Area has been submitted to the Mayor; and

WHEREAS, the Mayor has held a public hearing upon due notice published in The City Record, as required by Section 1802(6)(j) of the Charter, and in a newspaper of general circulation in New York City, as required by Section 695(2)(b) of the General Municipal Law; and

WHEREAS, as certified below, a duly noticed public hearing in the matter of the disposition, pursuant to Section 1802(6)(j) of the Charter, was held and closed by the Mayor on May 26, 2021 (Cal. No. 9). At such public hearing, no amendments were made and no testimony was offered. The relevant portion of the calendar is annexed hereto.

CERTIFICATION by the Mayor's Office Of Contract Services/Public Hearings Unit of the actions at and final disposition of the Real Property Public Hearing held on May 26, 2021 (Cal. No. 9).

<u>JACQUELINE GALORY</u>	<u>HEARING SECRETARY</u>	<u>MAY 28, 2021</u>
NAME	TITLE	DATE

NOW THEREFORE:

1. The Mayor hereby approves the designation of Sponsor as a qualified and eligible sponsor.
2. The Mayor hereby authorizes and approves the sale of the Disposition Area at the Disposition Price by negotiated sale, without public auction or sealed bids.
3. The Mayor hereby approves the Land Disposition Agreement in substantially the form submitted and authorizes the subordination of the Land Disposition Agreement to the lien of mortgages securing loans financing the Project.
4. The Mayor hereby authorizes any Deputy Mayor or the Commissioner of HPD to execute a Land Disposition Agreement in substantially the form submitted, when approved as to form by the Corporation Counsel, and directs the City Clerk or acting City Clerk to attest the same and to affix the seal of the City thereto.
5. The Mayor hereby authorizes the City, as more particularly described in the Land Disposition Agreement, to indemnify Sponsor and its successors or assigns, holders of mortgages securing loans financing the Project and their successors or assigns, and title companies against any claims of interest in the Disposition Area, or any portion thereof, by the holders of any mortgages of record against the Disposition Area, or any portion thereof, at the time the City acquired title.
6. The Mayor hereby authorizes any Deputy Mayor or the Commissioner of HPD to execute and deliver to Sponsor, or to an affiliate or successor of Sponsor controlled by the same principal(s) that controlled Sponsor, a deed of conveyance of title to the Disposition Area, when approved as to form by the Corporation Counsel, at the Disposition Price, without public auction or sealed bids, and upon the terms and conditions contained in the Land Disposition Agreement, and directs the City Clerk or acting City Clerk to attest said deed and to affix the seal of the City thereto.

Date: 5/28/2021, 2021

By: DocuSigned by:
Symon, Daniel
3085C7206A454CD...
Daniel Symon, Director
Mayor's Office Of Contract Services

THE CITY OF NEW YORK
OFFICE OF THE MAYOR
NEW YORK, N. Y. 10007

EMERGENCY EXECUTIVE ORDER NO. 106

DECLARATION EXTENDING LOCAL STATE OF EMERGENCY

April 9, 2020

EMERGENCY EXECUTIVE ORDER

WHEREAS, on March 7, 2020, New York State Governor Andrew Cuomo declared a State disaster emergency for the entire State of New York to address the threat that COVID-19 poses to the health and welfare of New York residents and visitors; and

WHEREAS, Emergency Executive Order No. 98, issued March 12, 2020, contains a declaration of a state of emergency in the City of New York due to the threat posed by COVID-19 to the health and welfare of City residents, and such declaration remains in effect for a period not to exceed thirty (30) days or until rescinded, whichever occurs first; and

WHEREAS, this Order is given because of the propensity of the virus to spread person-to-person and also because the actions taken to prevent such spread have led to property loss and damage; and

WHEREAS, measures taken to combat the spread of COVID-19 may prevent individuals, businesses and other entities from meeting legally imposed deadlines for the filing of certain documents or for the completion of other required actions; and

WHEREAS, this Order is given in order to ensure that the Governor's orders are enforced; and

NOW, THEREFORE, pursuant to the powers vested in me by the laws of the State of New York and the City of New York, including but not limited to the New York Executive Law, the New York City Charter and the Administrative Code of the City of New York, and the common law authority to protect the public in the event of an emergency:

Section 1. I hereby direct that the State of Emergency declared in Emergency Executive Order No. 98, dated March 12, 2020, is extended for thirty (30) days.

§ 2. I hereby direct that section 1 of Emergency Executive Order No. 105, dated April 4, 2020, is extended for five (5) days.

§ 3. I hereby order that sections 1-09.1 and 1-09.3 of title 2 of the Rules of the City of New York, relating to practices and procedures of the Board of Standards and Appeals, to the extent such provisions require that an application and supporting materials be submitted in-person, are modified to allow applications to be filed electronically during the pendency of the emergency.

§ 4. I hereby order that sections 1-10.4, 1-10.6 and 1-10.7 of title 2 of the Rules of the City of New York, relating to practices and procedures of the Board of Standards and Appeals, to the extent such provisions require the posting of the hearing calendar at Board of Standards and Appeals' offices and the mailing or in-person delivery of application materials and hearing notices, are suspended, provided that delivery of application materials and hearing notices shall be made by electronic means during the pendency of the emergency.

§ 5. I hereby suspend section 4-112 of the New York City Administrative Code to the extent that such section requires conveyances of real property to be signed by the City Clerk and to bear the seal of the City.

§ 6. I hereby suspend subdivisions d and e of section 17-196 of the New York City Administrative Code to the extent that subdivision d prohibits requiring the use of the electronic death registration system for the registration of deaths in the event of an emergency declared by the Mayor or the Commissioner of Health and Mental Hygiene, and that subdivision e requires quarterly training on the use of such system, provided that such training be made available upon the request of any responsible person, as that term is defined in such section, and, furthermore, I hereby permit the Board of Health to require the electronic death registration system be the exclusive means for the registration of deaths occurring within the City.

§ 7. This Order incorporates any and all relevant provisions of Governor Executive Order No. 202 and subsequent orders issued by the Governor of New York State to address the State of Emergency declared in that Order pursuant to his powers under section 29-a of the Executive Law.

§ 8. I hereby direct the Fire Department of the City of New York, the New York City Police Department, the Department of Buildings, the Sheriff, and other agencies as needed to immediately enforce the directives set forth in this Order in accordance with their lawful enforcement authorities, including but not limited to Administrative Code sections 15-227(a), 28-105.10.1, and 28-201.1, and section 107.6 of the New York City Fire Code. Violations of the directives set forth in this Order may be issued as if they were violations under the New York City Health Code, title 24 Rules of the City of New York section 3.11, and may be enforced as such by the Department of Health and Mental Hygiene or any other agency named in this section.

§ 9. The State of Emergency shall remain in effect for a period not to exceed thirty days or until rescinded, whichever occurs first. Additional declarations to extend the State of Emergency for additional periods not to exceed thirty days will be issued if needed. The remainder of this Order shall remain in effect for five (5) days unless terminated at an earlier date. This Order may be extended for additional periods not to exceed five (5) days each during the pendency of the local state of emergency.



Bill de Blasio,
MAYOR

EXHIBIT D

Urban Renewal Plan

(next page)

**THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**

**SECOND AMENDED
URBAN RENEWAL PLAN**

**MILBANK FRAWLEY CIRCLE EAST
URBAN RENEWAL AREA**

**Manhattan
Community District No. 11**

April 2017

HISTORY OF PRIOR APPROVALS

Prior to initial date of adoption of this Urban Renewal Plan by the City Council (shown below), this Area was part of the former Milbank Frawley Circle Urban Renewal Area, for which the "History of Prior Approvals" is set forth on pages 3 and 4.

Original

City Planning Commission: August 19, 1992 (C920139HUM)
City Council: October 8, 1992 (Reso. No. 920)
Mayor: June 8, 1994

Minor Change

City Planning Commission: November 29, 1993 (N920140AHCM)

Minor Change

City Planning Commission: July 5, 1994 (M920139AHUM)

Minor Change

City Planning Commission: March 5, 1997 (N960649HCM)

Minor Change

City Planning Commission: October 24, 2001 (N010509HCM)

First Amendment

City Planning Commission: September 10, 2003 (C030475HUM)
City Council: October 15, 2003 (Reso. No. 1104)
Mayor: November 12, 2003 (Cal. No. 19)

Second Amendment

City Planning Commission: October 2, 2017 (C170360HUM)
City Council: November 30, 2017 (Reso. No.1743)
Mayor: December 14, 2017 (Cal. No. _)

MILBANK FRAWLEY CIRCLE URBAN RENEWAL PROJECT

HISTORY OF PRIOR APPROVALS

Original

City Planning Commission: August 16, 1967 (CP No. 19888)

Board of Estimate: September 21, 1967 (Cal. No. 62)

First Amendment

City Planning Commission: November 16, 1968 (CP No. 20407)

Board of Estimate: November 21, 1968 (Cal. No. 6)

Second Amendment

City Planning Commission: March 9, 1969 (CP No. 20659)

Board of Estimate: April 24, 1969 (Cal. No. 7)

Third Amendment

City Planning Commission: May 13, 1970 (CP No. 21203)

Board of Estimate: June 18, 1970 (Cal. No. 3)

Minor Change

City Planning Commission: December 3, 1973 (HO-73-69)

Minor Change

City Planning Commission: August 9, 1979 (N790426HCM)

Minor Change

City Planning Commission: December 3, 1979 (N790320HCM)

Minor Change

City Planning Commission: December 3, 1979 (N790527HCM)

Minor Change

City Planning Commission: October 29, 1979 (N800954HCM)

Minor Change

City Planning Commission: June 7, 1983 (N830999HCM)

Minor Change

City Planning Commission: July 30, 1984 (N840226HCM)

Minor Change

City Planning Commission: October 26, 1986 (N870115HCM)

Minor Change

City Planning Commission: May 4, 1988 (N880032HCM)

Fourth Amendment

City Planning Commission: September 30, 1987 (C870695HUM)

Board of Estimate: November 19, 1987 (Cal. No. 14)

Fifth Amendment

City Planning Commission: July 6, 1987 (C870751HUM)

Board of Estimate: August 19, 1987 (Cal. No. 33)

Minor Change

City Planning Commission: November 2, 1987 (N880255HCM)

Minor Change

City Planning Commission: May 3, 1988 (N880534HCM)

Minor Change

City Planning Commission: March 7, 1990 (N900318HCM)

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EXHIBITS

- A: PROPERTIES ACQUIRED AND TO BE ACQUIRED
- B: PROJECT BOUNDARY DESCRIPTION

MAPS

- 1: PROJECT BOUNDARY MAP, DATED April 2017
- 2: LAND USE MAP, DATED April 2017

A: URBAN RENEWAL AREA

1. LEGAL AUTHORITY

The City of New York ("City") has designated the Milbank Frawley Circle East Urban Renewal Area ("Area") as an urban renewal area pursuant to §504 of Article 15 ("Urban Renewal Law") of the General Municipal Law. The Department of Housing Preservation and Development ("HPD") represents the City in carrying out the provisions of the Urban Renewal Law pursuant to §502(5) of the Urban Renewal Law and §1802(6)(e) of the Charter.

2. AREA

The properties indicated on Map 1 and listed in Exhibit A ("Acquisition Parcels") have been or will be acquired by the City for redevelopment pursuant to this Second Amended, Milbank Frawley Circle East Urban Renewal Plan ("Plan"). These Acquisition Parcels comprise the entire Area and, as such, are the only properties to be redeveloped pursuant to this Plan.

3. BOUNDARY

The Area is located in Community District No. 11 in the borough of Manhattan and is generally bounded by (i) East 125th Street on the north, (ii) Park Avenue on the east, (iii) East 107th Street on the south, and (iv) Fifth Avenue on the west. The perimeter described in Exhibit B and shown on Map 1 ("Project Boundary") encompasses all of the Acquisition Parcels which comprise the Area, but may also encompass other properties which are not part of the Area: The Acquisition Parcels, and not the Project Boundary, define the Area.

4. OTHER PROPERTIES

Any properties located within the Project Boundary which are not listed in Exhibit A ("Exempt Parcels") will not be acquired by the City for redevelopment pursuant to this Plan. Notwithstanding the fact that they are located within the Project Boundary, Exempt Parcels are not part of the Area and are not subject to the controls of this Plan, even if they are or become City-owned.

5. ELIGIBILITY

The Area is eligible for designation as an urban renewal area pursuant to the Urban Renewal Law. The following insanitary and substandard conditions adversely affect the quality of life in the Area and its immediate vicinity:

- a. Abandoned, vacant, substandard, underutilized, and/or obsolete buildings and structures characterized by physical deterioration, high levels of code violations, defective construction, outmoded design, lack of proper sanitary facilities, and/or inadequate fire or safety protection.
- b. Abandoned, vacant, underutilized, substandard, and/or insanitary, lots.

- c. Insufficient light and ventilation.
- d. Incompatible adjacent uses.
- e. Illegal uses and conversions.
- f. Lack of suitable off street parking.

B: URBAN RENEWAL PLAN

1. LEGAL AUTHORITY

The City has established this Plan for the redevelopment of the Area pursuant to §505 of the Urban Renewal Law.

2. STATEMENT OF COMPLIANCE

In accordance with §502(7) of the Urban Renewal Law, this Plan states the following information:

a. Proposed Land Uses

See Section C.

b. Proposed Land Acquisition, Demolition, And Removal Of Structures

See Section D.

c. Proposed Acquisition Of Air Rights And Concomitant Easements Or Other Rights Of User Necessary For The Use And Development Of Such Air Rights

None.

d. Proposed Methods Or Techniques Of Urban Renewal

See Section D.

e. Proposed Public, Semi-Public, Private, Or Community Facilities Or Utilities

See Section C.

f. Proposed New Codes And Ordinances And Amendments To Existing Codes And Ordinances As Are Required Or Necessary To Effectuate The Plan

No changes are proposed.

g. Proposed Program Of Code Enforcement

Properties will be required to comply with applicable United States ("Federal"), State of New York ("State"), and City laws, codes, ordinances, and regulations (collectively, "Laws").

h. Proposed Time Schedule For Effectuation Of Plan

<u>Project Activity</u>	<u>Estimated Commencement Date</u>	<u>Estimated Completion Date</u>
Land Acquisition	Aug., 1970	May, 2005
Relocation of Site Occupants	Aug., 1970	Jan., 2006
Demolition and Site Clearance	Jan., 1971	April, 2006
Site Preparation (Including Installation of Site Improvements)	July, 1971	Aug., 2006
Land Disposition	Aug., 1970	Sept., 2006
Project Completion		_____

3. OBJECTIVES

This Plan seeks to:

- a. Redevelop the Area in a comprehensive manner, removing blight and maximizing appropriate land use.
- b. Remove or rehabilitate substandard and insanitary structures.
- c. Remove impediments to land assemblage and orderly development.
- d. Strengthen the tax base of the City by encouraging development and employment opportunities in the Area.
- e. Provide new housing of high quality and/or rehabilitated housing of upgraded quality.
- f. Provide appropriate community facilities, parks and recreational uses, retail shopping, public parking, and private parking.
- g. Provide a stable environment within the Area which will not be a blighting influence on surrounding neighborhoods.

4. DESIGN OBJECTIVES

It is the intent of this Plan that, to the extent deemed feasible by HPD, (i) the Area should be developed in a manner compatible with or beneficial to the surrounding community, (ii) the project should harmonize in scale, configuration, and materials to the prevailing neighborhood pattern, and (iii) in areas with exceptionally strong or uniform street character, the new construction should reinforce the existing urban pattern.

C: CONTROLS ON REDEVELOPMENT

1. ZONING

The controls of this Plan will be concurrent with, and will not preempt or supersede, the controls of the Zoning Resolution of the City, as amended ("Zoning Resolution"). The controls of the Zoning Resolution will apply to all Acquisition Parcels at all times to the extent permitted by Law. The controls of this Plan will commence to apply to any Acquisition Parcel upon acquisition by the City or at such later date as may be specified in this Plan. Thereafter, if there is any conflict between the controls imposed by the Zoning Resolution and the controls imposed by this Plan, the more restrictive of the two will govern.

2. PROPOSED USES

Map 2 indicates the permitted use of each Acquisition Parcel following disposition by the City to a redeveloper. Each use indicated in Map 2 will have the meaning set forth in this Section C.2.

a. Residential

Residential and other uses will be permitted in accordance with the Zoning Resolution.

b. Commercial

Commercial and other uses will be permitted in accordance with the Zoning Resolution.

c. Public and Semi-Public

Community facilities and other public and semi-public uses will be permitted in accordance with the Zoning Resolution,

3. SUPPLEMENTARY CONTROLS

a. Controls On Specific Sites

1. The development of Site 39 will be limited to a maximum of 150 dwelling units.

2. Any roof area that is to qualify as open space under the Zoning Resolution must be designed and maintained as usable area, suitably landscaped for recreational use. Any area left unbuilt will be suitably surfaced and/or landscaped.

b. Building Bulk

Building bulk requirements will be as required by the Zoning Resolution.

c. Parking

Parking requirements will be as required by the Zoning Resolution. Off street parking and loading areas will be adequately screened.

d. Utilities

(1) Any existing overhead telecommunications, electrical, and cable network lines in the Area will be removed and relocated underground and all new or additional telecommunications, electrical, and cable network lines will be placed underground, unless HPD determines that such placement underground is either unnecessary or infeasible.

(2) Sewers, water lines, street lighting, and electrical and gas services will be installed as required. Water supply, sanitary sewers, and storm sewers will be provided in accordance with the requirements of the City's Department of Environmental Protection.

D: PROPOSED METHODS AND TECHNIQUES OF URBAN RENEWAL

1. ACQUISITION

a. Method Of Acquisition

Acquisition Parcels may be acquired by any means permitted by applicable Laws. Regardless of the method of acquisition, every Acquisition Parcel acquired by the City will be subject to the controls of, and developed in accordance with, this Plan.

b. Properties Acquired or to be Acquired

The Acquisition Parcels have been or will be acquired by the City. The Acquisition Parcels, if any, that the City acquired with Federal assistance are identified in Exhibit A. All other Acquisition Parcels have been or are intended to be acquired with City funds, without Federal assistance.

2. RELOCATION

There is a feasible method for the relocation of families and individuals displaced from the Area into decent, safe, and sanitary dwellings, which are or will be provided in the Area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities, at rents or prices within the financial means of such families or individuals, and reasonably accessible to their places of employment. HPD will relocate residential and commercial site occupants, if any, in compliance with all applicable Federal, State, and City Laws.

3. DEMOLITION AND/OR REHABILITATION

The structures on properties acquired in accordance with this Plan will either be demolished and cleared for new construction or retained for rehabilitation. Properties designated for rehabilitation are indicated in Exhibit A.

4. LAND DISPOSITION

Properties acquired will be disposed of for redevelopment in accordance with this Plan.

E: RELATED ACTIONS

1. ZONING MAP AMENDMENTS

The zoning of the Area will be as set forth in the Zoning Resolution. Zoning Map Amendments may be necessary in order to implement this Plan, but any proposed amendments set forth in this Section E.1 will have no force or effect until they are approved and become effective pursuant to the applicable provisions of the Charter. The proposed zoning amendments are: mapping an R9 district on Park Avenue between East 115th and East 118th Streets, mapping an R10 district along Park Avenue between East 118th and East 122nd Streets, and mapping a C6-4 district along Park Avenue between East 122nd and East 124th Streets.

2. STREET MODIFICATIONS

It may be necessary to map, demap, or modify streets within and/or adjacent to the Area in order to implement this Plan, but any proposed street modifications set forth in this Section E.2 will have no force or effect until they are approved and become effective pursuant to the applicable provisions of the Charter. However, no street modifications are proposed at this time.

F: REDEVELOPER OBLIGATIONS

1. RECORDABLE AGREEMENTS

The instruments by which the City disposes of any Acquisition Parcel or part thereof to a redeveloper will be recorded in the Office of the City Register and will contain covenants running with the land which (i) incorporate this Plan by reference, (ii) require compliance with the terms and restrictions set forth in this

Plan, and (iii) require compliance with Section F.4. An amendment to this Plan which becomes effective after the date of disposition of an Acquisition Parcel to a redeveloper will not apply to the real property comprising such Acquisition Parcel unless, following the effective date of such amendment, the City and the owner of such real property execute a written agreement, approved as to form by the Corporation Counsel, providing that such amendment shall thereafter apply to such real property.

2. LAND USE RESTRICTION

Each redeveloper will be required to devote the land solely to the uses specified as permitted uses in this Plan and to comply with all other terms and restrictions set forth in this Plan.

3. TIMELY PERFORMANCE

Each redeveloper will be required to expeditiously apply for all required governmental approvals and to begin and complete the redevelopment and construction of the improvements mandated by this Plan and agreed upon in the disposition instruments within a reasonable time.

4. NON-DISCRIMINATION

Each redeveloper, its successors and assigns of the land conveyed or any part thereof, and any lessee of the land conveyed or any part thereof (i) will not enter into any agreement, lease, conveyance, or other instrument which restricts the sale, lease, or occupancy of such land or any part thereof upon the basis of race, color, national origin, ancestry, alienage status, religion, creed, age, sex, marital status, sexual orientation, or disability, and (ii) will comply with all applicable Federal, State, and City laws in effect from time to time prohibiting discrimination or segregation by reason of race, color, national origin, ancestry, alienage status, religion, creed, age, sex, marital status, sexual orientation, or disability in the sale, lease, or occupancy of the property.

5. DESIGN REVIEW

HPD may require any redeveloper to (i) submit site plans, landscape plans, architectural drawings, outline specifications, schedules of materials and finishes, and/or final working drawings, in sufficient detail to permit determination of compliance with the controls of this Plan, for HPD approval prior to commencement of construction, and (ii) submit any material change to such documents thereafter proposed for HPD approval prior to commencement of construction of such change.

6. RESTRICTION ON TRANSFER PRIOR TO COMPLETION

No redeveloper will be permitted to sell, lease, or otherwise transfer land at any time prior to completion of the redevelopment thereof without prior written consent of HPD, except as set forth in the disposition instruments.

7. COOPERATION WITH HPD

Each redeveloper will be required to expeditiously submit all documents required by HPD for the approval and processing of the redevelopment project.

8. COOPERATION WITH OTHER CITY AGENCIES

Each redeveloper will be required to cooperate fully with the appropriate City agencies in realizing the specific objectives of this Plan.

9. CERTIFICATE OF COMPLETION

Each redeveloper will be required to provide HPD with current revised drawings as required by HPD, including, but not limited to, descriptions reflecting substantial changes during construction. HPD will use these drawings and descriptions, together with materials submitted prior to commencement of construction, for final determination of compliance and issuance of a Certificate of Completion in accordance with the terms of the disposition instruments.

G: MODIFICATION OF PLAN

1. AMENDMENTS

The City may amend this Plan at any time pursuant to §505 of the Urban Renewal Law and §197-c and §197-d of the Charter and may amend the designation of the Area at any time pursuant to §504 of the Urban Renewal Law.

2. MINOR CHANGES

HPD, with the concurrence of the City Planning Commission ("CPC"), may authorize minor changes of the terms of these restrictions which conform with the intent and purpose of this Plan.

3. MERGERS AND SUBDIVISIONS

The development sites in the Area may be merged and/or subdivided where HPD determines in writing that (i) the site plan complies with the intent and provisions of this Plan, and (ii) the unused portion of the subdivided development site, if any, is marketable and developable in accordance with this Plan and with all applicable Federal, State, and City Laws. The merger and/or subdivision of a development site will not require review or approval by CPC, but HPD will file the Plan, as modified to indicate such merger and/or subdivision, with the Department of City Planning for information purposes.

H: DURATION OF PLAN

This Plan will remain in effect for a period of forty (40) years from the date of the approval of this Second Amendment of the Plan, until December 14, 2057, except as provided in Section G; provided, however, that with respect to any property conveyed by the City prior to the approval of this Second Amendment of the Plan, the controls of this Plan will

remain in effect a period of forty (40) years from the date of the original approval of the Plan, until June 8, 2034, except as provided in Section G, or such later date as may be specified in any agreement between the City and the owner of such property.

EXHIBIT A

PROPERTIES ACQUIRED AND TO BE ACQUIRED

<u>Site</u>	<u>Block</u>	<u>Old Tax Lot(s)</u>	<u>New Tax Lot(s)*</u>	<u>Land Use</u>
16	1613 W	1	70,1* (*Designated as Condo #267)	Residential
21 (R)	1613 W	6,8,9,16,17,56,58, 60,62,65,67	6	Residential
24A (R)	1614 W	12,13,14,15,16,17,56, 57,58,60,61,62,63	12,13,14,15,16,17,56*, 57,58,60,61,62,63 (*Designated as Condo # 1285)	Residential/Commercial, Residential
24	1615 W	5,7	P/o 1	Residential/Commercial/- Public & Semi Public
24 (R)	1615 W	60,61,62,63,64	60	Residential/Commercial/- Public & Semi Public
24B	1615 W	1,9,10,11,14,55,56, 57,59,65,66,68	P/o 1*,9,10,11,14,55,56 57,59,60 (Designated as Condo #2190)	Residential/Commercial/- Public & Semi Public
23	1616 W	1,9,12,14,15,16,57, 58,60,61,62,63,164, 65,165,66,67,68,69	1	Residential/Commercial
25B	1616 E	20,21,22,23,123,24,25, 26,28,30,31,35,36,38, 39,141,42,146,49,50, 51,52,53	20,21,23,123,24,30,31*, 35,36,38,39,141,49,50, 51,52,53 (*Designated as Condo #2477)	Residential; Commercial/Public &- Semi-Public
25(R)	1616 E	33,34	33,34	Commercial/Public & Semi Public
4	1617	7,10,11,111,12,13,14, 15,17,18,19,55,157,57, 58,59,60,66	7	Residential/Commercial/- Public & Semi Public
22	1617 W	1,2,3,4,67,68,69, 70,71,72	1	Residential/Commercial

EXHIBIT A

PROPERTIES ACQUIRED AND TO BE ACQUIRED (Continued)

<u>Site</u>	<u>Block</u>	<u>Old Tax Lot(s)</u>	<u>New Tax Lot(s)*</u>	<u>Land Use</u>
25A	1617 E	20,21,121,22,122,23,25,28, 29,31,33,34,35,37,38,39,40, 41,42,43,45,46,48,50,51,52, 53,54	20,21,122,22,121,23, 25,28,29,31,33,34,35, 37,38,39,40,41,42,43, 45,46,48,50,51,52,53, 54	Residential
34	1621 W	7,9,10,11,14,16 17,56,57,58,59	7,14	Residential/Commercial
34A	1621 W	1,2,3,4,5,6,67,68,168, 69,70,71,72	6,5*,2,3*,71,70,69, 168,67* (*Designated as Condo #1993)	Residential/Commercial
34B (R)	1621 W	12,13,60,61,62,63,64,65, 66	12,13,60,61,62, 63,64,65,66	Residential/Commercial
3A (F)	1621 E	25,28,29	p/o 23*, 28,29, (*Designated as Condo #2095)	Residential/Commercial
3B	1621 E	20,21,22,23,24	20,22,p/o 23* (*Designated as Condo #2095)	Residential/Commercial
35A	1621	30,31,32,35,36,41,42,43, 145,47,48,49	30,31,32,35,36, 41,43,145,47,48, 49	Residential/Commercial; Commercial
11(R) (F)	1622	16,56,57,58,59,60,61,62, 63,65,66,68	17	Residential
12A	1622 W	69,70,71,72	73	Residential
12B	1622 W	5,7,9,11	5	Residential/Commercial

EXHIBIT A

PROPERTIES ACQUIRED AND TO BE ACQUIRED (Continued)

<u>Site</u>	<u>Block</u>	<u>Old Tax Lot(s)</u>	<u>New Tax Lot(s)*</u>	<u>Land Use</u>
35B	1622 E	20,23,24,25,29,30,31,32, 33, 34,35,36,37,38,40,41, 42,43,46,47,48,49,50	20,29,30,31,33,34,35, 36,37,43,50,	Residential; Residential/Commercial; Commercial
35B(R)	1622 E	51,52,53	51,52,53	Residential; Residential/Commercial; Commercial
5	1623 W	1,2,3,4,104,5,6,7,8,9,10, 11,12,13,14,15,16,17,56, 58,59,60,61,62,63,64,65, 66,67,68,168,69,70,71,72	1,102,103,105,106,107, 108,109,110,111,112, 113,114,115,116,117, 118,119,120,121,122, 123,124,125,126,127, 128,129,130,131,132, 133,134,135,136,137, 138,139,140,141	Residential
13 (F)	1623 E	45	45	Residential
13B	1623 E	47,147,48,49,50	47,147,48, p/o Lot 20* (*Designated as Condo #1322)	Residential
37B	1623 E	20,21,23,25,26,27,29,30, 31,32,132,33,34,35,37 39,40,41,42,43,51,52, 53,54	p/o Lot 20*,24,25,26,226, 27,29,30,31,32,33,34,35,39 40,41,42,142,143,43, 44(*Designated as Condo #1322)	Residential
17A (F)	1745 W	5,9,10,11,12,13,59,160, 61,62,162,63,163,64,65, 165,66,67,167,68	5	Residential
37C	1745 W	14,15,16,17,54	14,15* (*Designated as Condo #2224)	Residential

EXHIBIT A

PROPERTIES ACQUIRED AND TO BE ACQUIRED (Continued)

<u>Site</u>	<u>Block</u>	<u>Old Tax Lot(s)</u>	<u>New Tax Lot(s)*</u>	<u>Land Use</u>
38A	1745 W	1,2,3,104,168,69,70,71	1,2*,71,69*168 (*Designated as Condo 2161)	Residential/ Commercial
37A	1745 E	20,23,24,26,27,28,30,31,32,33, 34,35,36,37,38,39,40,41,42,43 44,45,46,47,50,51,52,53	50,52*,24,126,127, 128,29,129,130,131, 132,133,134,40,141,142, 143,144,145,146,147, 148,149,150 (*Designated as condo 1382)	Residential
9	1746 E	21,28,30,31,32,33,34,36,37,38 39,40,41,141,42,43,44,45,46 47,48,49,50,51,52	21,23,24,25,26,27, 28,29,30,31,32,33, 41,141,42,43,44,45, 145,46,47,48	Residential
10	1747 N	35,39,40,44,45,46,47,48,49,50, 51,52,53,54,55,56,57,58,59,60, 61,62,63,64,65,69,70,71,72,73, 74,75,76	35,70	Residential/Public & - Semi-Public
39	1748 S	1,101,2,3,4,5,9,10,11,12,13,14, 21,22,23,123,24,25,26,126,27, 28,128,29,30,31,32,33,34	1	Residential/Public & - Semi-Public

All mapped and/or built streets within the Project Boundary

KEY TO EXHIBIT A NOTATIONS

R Property designated for rehabilitation

F Property acquired with Federal Assistance

EXHIBIT B

PROJECT BOUNDARY DESCRIPTION

The boundary of the Milbank Frawley Circle East Urban Renewal Project is described as Follows:

Lying in the Borough of Manhattan, City and State of New York;

Beginning at the intersection of the northerly line of East 125th Street and the median line of 5th Avenue;

Running thence easterly along the northerly line of East 125th Street to the Westerly line of Metro North R.R. in Park Avenue;

Thence southerly, along the said westerly line of Metro North R.R. to the southerly line of East 110th Street;

Thence westerly, along the southerly line of East 110th Street to the easterly line of Madison Avenue;

Thence southerly along the easterly line of Madison Avenue to the southerly line of East 107th Street;

Thence westerly, along the southerly line of east 107th Street and its prolongation to the Westerly line of Fifth Avenue;

Thence northerly, along the westerly line of Fifth Avenue to its intersection with the southerly line of West 110th Street;

Thence easterly, along the southerly line of West 110th Street to its intersection with the median Line of Fifth Avenue;

Thence northerly, along the median line of Fifth Avenue to the northerly line of West 120th Street;

Thence westerly, along the northerly line of West 120th Street to the easterly line of Mout Morris Park West;

Thence northerly, along the easterly line of Mt. Morris Park West to the southerly line of West 124th Street;

Thence easterly, along the southerly line of West 124th Street to its intersection with the median Line of 5th Avenue;

Thence northerly, along the median line of 5th Avenue to the point or place of BEGINNING.

The above-described area is located in the Borough of Manhattan, City and State of New York.

FACT SHEET
SECOND AMENDED MILBANK FRAWLEY CIRCLE-EAST
URBAN RENEWAL PLAN
April 2017

FOR INFORMATION ONLY
NOT PART OF URBAN RENEWAL PLAN
NOT PART OF ULURP APPLICATION

URBAN RENEWAL AREA AND PROJECT DESCRIPTION

The Department of Housing Preservation and Development (“HPD”) is proposing an amendment to the Milbank Frawley Circle-East Urban Renewal Plan (“Plan”). The Milbank Frawley Circle-East Urban Renewal Area (“Area”) is located in Community Districts No 11 in Manhattan and is generally bounded by (i) East 125th Street on the north, (ii) Park Avenue on the east, (iii) East 107th Street on the south, and (iv) Fifth Avenue on the west. The perimeter described in Exhibit B and shown on Map 1 (“Project Boundary”) encompasses all of the Acquisition Parcels which comprise the Area, but may also encompass other properties which are not part of the Area. The Acquisition Parcels, and not the Project Boundary, define the Area.

CHANGES FROM PREVIOUS PLANS

(1) Maps 1 and 2 and Exhibit A have been modified to reflect Land Use Changes,

Site 25A located on Block 1617 between 111th Street and 112th Street between Madison Avenue and Park Avenue:

- Land Use has been designated as Residential.

Formerly designated:

- Residential/Commercial
 - Lots 37,38,39,40,41,42,43,45,46,48,50,51,52,53, p/o 54
- Residential
 - Lots p/o 54, 20,21,121,22,122,23,25,28,29,31,p/o 33
- Commercial/Public and Semi Public
 - Lots p/o 33,34,35

Lot reconfiguration :

- No change

Site 9 located on Block 1746 between 119th Street and 120th Street between Madison Avenue and Park Avenue:

- Land Use has been designated as Residential.

Formerly designated:

- Residential/Public and Semi-Public.
 - 21,28,30,31,32,33,34,36,37,38,39,40,41,141,42,43,44,45,46,47,48,49,50,51,52.

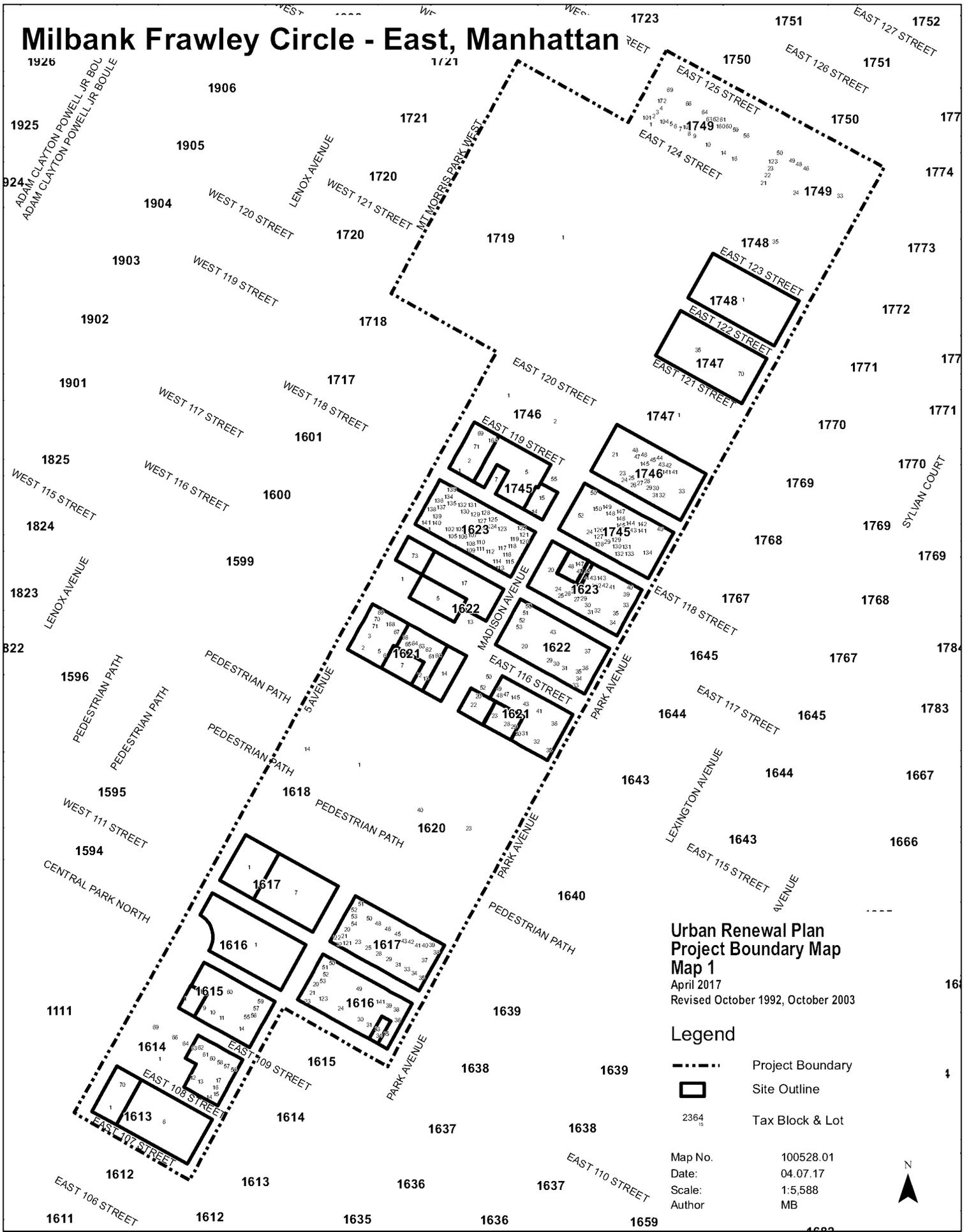
Lot reconfiguration:

- Former Lots p/o 48, 49,50,51,52 were merged into p/o Lot 21.
- Former Lots p/o 41,40, 39,38,37,36, p/o 32 merged into Lot 33.
- Former Lots p/o 48,47,46,145,45,44,43, 42, 141 and p/o 41 were reconfigured to create new Lots 48,47,46,145,45,44,43, 42, 141 and p/o 41.
- Part of former Lot 21 was subdivided to create lots 23, 24, 25, 26,and p/o 27
- Former Lots p/o 32,31,30, and p/o 28, were reconfigured into new Lots 32,31,30, 29,28, and p/o 27.

Section C.3.a.3. of the Plan has been revised to allow residential land use along the right-of-way line on Park Avenue. Previous use required a setback of 100 feet from the right-of-way line on Park Avenue and allowed for parking for contiguous residences in setback areas adjacent to Park Avenue.

**FOR INFORMATION ONLY
NOT PART OF URBAN RENEWAL PLAN
NOT PART OF ULURP APPLICATION**

Milbank Frawley Circle - East, Manhattan



Urban Renewal Plan Project Boundary Map Map 1

April 2017
Revised October 1992, October 2003

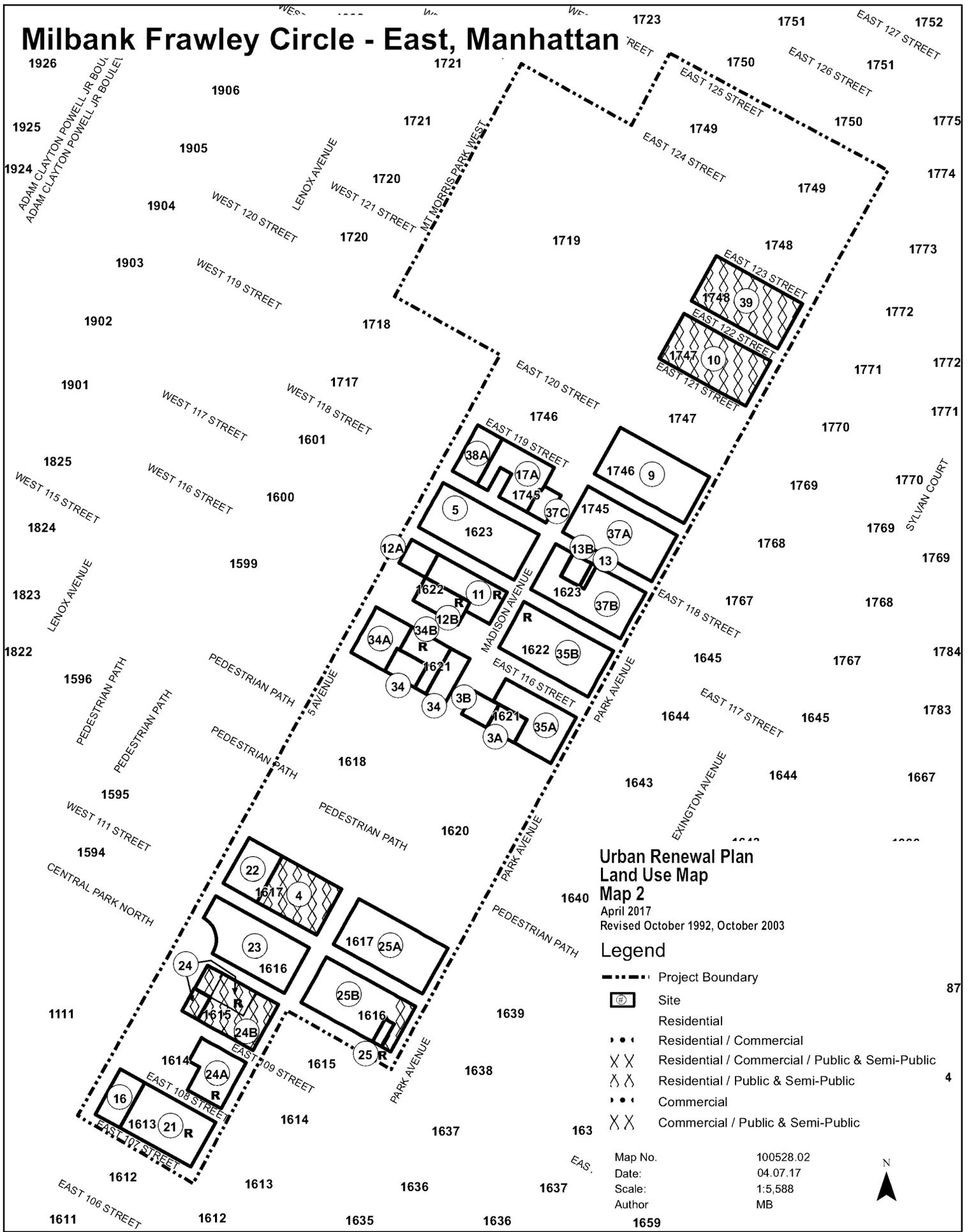
Legend

-  Project Boundary
-  Site Outline
-  2364 Tax Block & Lot

Map No. 100528.01
Date: 04.07.17
Scale: 1:5,588
Author: MB



Milbank Frawley Circle - East, Manhattan



**Urban Renewal Plan
Land Use Map
Map 2**
April 2017
Revised October 1992, October 2003

Legend

- Project Boundary
- Site
- Residential
- Residential / Commercial
- Residential / Commercial / Public & Semi-Public
- Residential / Public & Semi-Public
- Commercial
- Commercial / Public & Semi-Public

Map No. 100528.02
Date: 04.07.17
Scale: 1:5,588
Author: MB



DEED

THE CITY OF NEW YORK

TO

ACACIA SENDERO VERDE HOUSING DEVELOPMENT FUND COMPANY, INC.

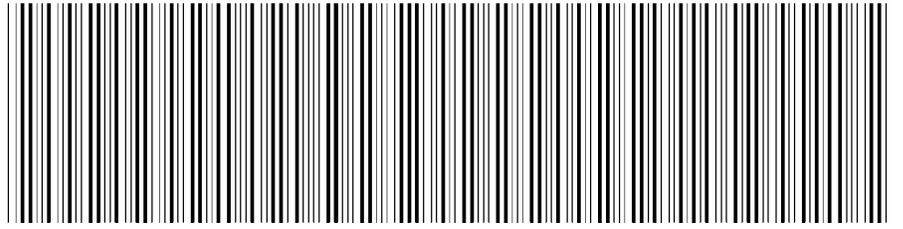
<u>Block(s)</u>	<u>Lot(s)</u>	<u>Addresses</u>
1617	120	50 East 112th Street

County: New York

RECORD AND RETURN TO:

Joshua Bloodworth, Esq.
Department of Housing Preservation
and Development
Office of Legal Affairs
100 Gold Street, Room 5-Q5
New York, New York 10038

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2021062500710002
Document Type: DEED

Document Date: 06-24-2021

Preparation Date: 06-25-2021

ASSOCIATED TAX FORM ID: 2021061100289

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT

1
3



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

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: MANHATTAN BLOCK: 1617 LOT: 120
- (2) Property Address: N/A MADISON AVENUE, NEW YORK, NY 10029
- (3) Owner's Name: ACACIA SENDERO VERDE HOUSING DEV FUND CO INC.
- Additional Name:

Affirmation:



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

SEND BILLS TO: SV-A MODERATE OWNERS LLC
551 FIFTH AVENUE, 23rd FLOOR
NEW YORK, NY 10176

Customer Billing Information:

Please Note:

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

Owner's Approval:

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

Print Name of Owner:

Signature: _____

6/23/21
Date (mm/dd/yyyy)

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

Jose A. Rodriguez, Authorized Signatory

SIGNATURE PAGE
TO STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES REAL
PROPERTY TRANSFER REPORT (FORM RP-5217NYC)

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

GRANTEE:

**ACACIA SENDERO VERDE HOUSING
DEVELOPMENT FUND COMPANY, INC.**

TAX IDENTIFICATION
NUMBER:

83-1897415

By: _____

Name: Jose A. Rodriguez
Title: Authorized Signatory

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

BUYER SIGNATURE _____ DATE _____ LAST NAME _____ FIRST NAME _____

300 WEST 175TH STREET

STREET NUMBER _____ STREET NAME (AFTER SALE) _____ AREA CODE _____ TELEPHONE NUMBER _____

BRONX

CITY OR TOWN _____ STATE NY _____ ZIP CODE 10457 _____ SELLER SIGNATURE _____ DATE 6/25/2025