



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 <http://www.dec.ny.gov/chemical/76250.html>

☐ 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:

The owners reflected on the BCP Application are Jay Street Associates, LLC and 249 W 28th Street Properties, LLC. On July 30, 2020, title to Block 778 Lot 18 was transferred from Jay Street Associates, LLC to 249 W 28th Street Properties, LLC, which then held title to the entire Site (see attached deeds at Exhibit A). On February 19, 2021, 249 W 28th Street Properties, LLC merged with and into 249 W 28th Street Properties, LP (see attached merger documents at Exhibit B). As a result of this merger, 249 W 28th Street Properties, LP currently owns the Site as a successor in interest to 249 W 28th Street Properties, LLC.

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: 241 West 28th Street		BCP SITE NUMBER: C231139	
NAME OF CURRENT APPLICANT(S): 241 West 28th Street Owner LLC			
INDEX NUMBER OF AGREEMENT: C231139-11-19 DATE OF ORIGINAL AGREEMENT: 12/9/19			
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)? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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-Applicant

OWNER'S NAME (if different from requestor) **249 W 28th Street Properties, LP**

ADDRESS **c/o Edison Properties, LLC, 110 Edison Place, Suite 300**

CITY/TOWN **Newark, NJ**

ZIP CODE **07102**

PHONE **(973) 849-2570**

FAX

E-MAIL **jond@edprop.com**

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address

Section No. Block No. Lot No. Acreage

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.

Total acreage to be added: _____

☐ Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address

Section No. Block No. Lot No.

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

Total acreage to be removed: _____

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: 241 West 28th Street	BCP SITE NUMBER: C231139
NAME OF CURRENT APPLICANT(S): 241 West 28th Street Owner LLC	
INDEX NUMBER OF AGREEMENT: C231139-11-19	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 12/9/19	

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)
<p>(Individual)</p> <p>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.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p> <p>(Entity)</p> <p>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.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>

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 241 West 28th Street Owner 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. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 6/4/21 Signature: 

Print Name: Susi Yu

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:

☐

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 contamination.

Effective Date of the Original Agreement: 12/9/19

Signature by the Department:

DATED: 08/16/21

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:



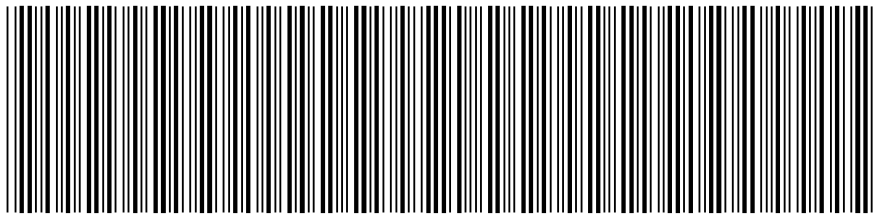
Michael J. Ryan, P.E., Director
Division of Environmental Remediation

Site Code: C231139

Exhibit A

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

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

Document ID: 2010112400175001

Document Date: 11-18-2010

Preparation Date: 11-24-2010

Document Type: DEED

Document Page Count: 5

PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP
GSULLIVAN
633 THIRD AVENUE
3008-335034 ML ACCOM
NEW YORK, NY 10017
212-850-0670

RETURN TO:

VICTORIA A. MORRISON, ESQ
100 WASHINGTON STREET
NEWARK, NJ 07102

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	778	13	Entire Lot	249 WEST 28TH STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
MANHATTAN	778	66	Entire Lot	250 WEST 29TH STREET

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

EDISON PROPERTIES LLC
100 WASHINGTON STREET
NEWARK, NJ 07102

GRANTEE/BUYER:

249 W. 28TH STREET PROPERTIES, LLC
100 WASHINGTON STREET
NEWARK, NJ 07012

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: \$ 65.00

Affidavit Fee: \$ 0.00

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 11-26-2010 16:01

City Register File No.(CRFN):

2010000398414



Annette McMill

City Register Official Signature

DEED

THIS INDENTURE, made as of the 18th day of November, 2010, between Edison Properties, LLC, having an address at 100 Washington Street, Newark, New Jersey 07102, ("EPL"), and 249 W. 28th Street Properties, LLC, having an address at 100 Washington Street, Newark, New Jersey 07102, ("249"),

WITNESSETH

WHEREAS, EPL received title to the property described on Exhibit A attached hereto (the "Property") pursuant to deeds recorded in the Office of the City Register, New York County dated December 29, 2000 and recorded on February 15, 2001 in the Office of the City Register of the City of New York in Reel 3240, Page 0281, and by confirmatory deed dated August 31, 2001 and recorded on November 20, 2001 in the Office of the City Register of the City of New York in Reel 3394, Page 0103 (the "Original Deeds");

WHEREAS, EPL intended to convey the Property to EPL Realty Holdings, LLC ("Holdings") pursuant to that certain deed dated December 22, 2003 and recorded on September 23, 2004 in the Office of the City Register, New York County at City Register File No 2004000597559 (the "12/2003 Deed");

WHEREAS, as a result of a scrivener's error, a recitation stated that only part of the property previously conveyed by the Original Deeds was being conveyed and the 12/2003 deed contained an unintended reservation of oil, gas and mineral rights to EPL;

WHEREAS, EPL at all times intended to and has believed that it conveyed the Property and did not retain any interest therein whatsoever;

WHEREAS, Holdings, the grantee under the 12/2003 Deed, conveyed the entirety of the Property conveyed to EPL by the Original Deeds, to Paula and Jerry Gottesman Family Supporting Foundations, Inc. ("Foundations") by deed dated as of August 31, 2004, recorded September 23, 2004 in the Office of the City Register, New York County as CRFN 2004000597560 (the "8/2004 Deed");

WHEREAS, Foundations, the grantee under the 8/2004 Deed conveyed the entirety of the Property conveyed to Holdings by the 12/2003 Deed to 249 by deed dated as of August 31, 2004, recorded September 23, 2004 in the Office of the City Register, New York County as CRFN 2004000597561;

WHEREAS, EPL desires to correct this scrivener's error and confirm that the 12/2003 Deed was intended to convey all of its right, title and interest in and to the Property without exception;

WHEREAS, to correct such scrivener's error EPL, hereby grants this confirmatory deed and does hereby grant and release unto 249, the heirs or successors and assigns of 249 forever,

ALL right, title and interest of EPL, in and to all that certain plot, piece or parcel of land, with the buildings and improvements thereon, erected, situate, lying and being in the City of New York, County of New York and State of New York, and more particularly bounded and described on Exhibit A attached hereto and made a part hereof:

TOGETHER with all right, title and interest, if any, of EPL in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with all oil, gas and minerals, on and under the Property owned by EPL, if any;

TOGETHER with the appurtenances and all the estate and rights of EPL in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto 249, the heirs, or successors and assigns of 249 forever.

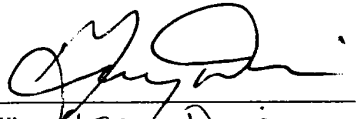
AND EPL, in compliance with Section 13 of the Lien Law, covenants that EPL will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payments of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the EPL has duly executed this deed the day and year first above written.

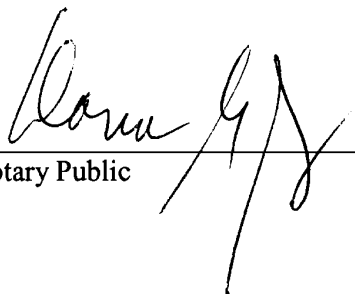
EDISON PROPERTIES, LLC

By: Edison Parking Corporation, Manager


By: GARY PORIN
Its: AUTHORIZED SIGNATORY

STATE OF NEW JERSEY)
) ss.:
COUNTY OF ESSEX)

On the 18th day of November, 2010, before me, the undersigned, personally appeared GARY PORIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed this instrument.



Notary Public

SEAL

DONNA M. POLGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Apr. 15, 2012

Exhibit A

Parcel 1: Beginning at a point on the southerly side of 29th Street distant 155 feet easterly from the corner formed by the intersection of the easterly side of 8th Avenue with the southerly side of 29th Street running;

Thence southerly parallel with 8th Avenue, 40 feet 1 ½ inches, more or less, to land formerly of Hammersley and Cudlip;

Thence easterly in a diagonal line extending towards 29th Street along said Hammersley's land 25 feet 1-3/4 inches to land formerly of Thomas Cramer;

Thence northerly parallel with 8th Avenue, 37 feet 5-1/2, more or less, to the southerly side of 29th Street, and then westerly along the southerly side of 29th Street, 25 feet to the point or place of BEGINNING.

Said Premises being now known as and by the street number 250 West 29th Street; and as Lot 66 in Block 778

Parcel 2: An outstanding strip lying North of the northerly wall of the building on premises known as 249-251 W. 28th Street and as tax lot 13 in Block 778 Section 3 through the southerly line Parcel 1 above.

BARGAIN & SALE DEED
Without Covenant Against Grantors' Acts

EDISON PROPERTIES, LLC

A New Jersey limited liability company

-to-

249 W. 28TH STREET PROPERTIES, LLC

A New York limited liability company

Block 778

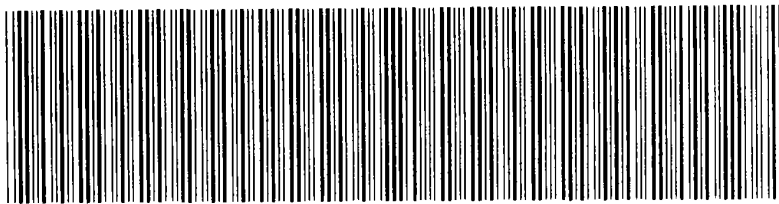
Lot 66 and 13

County: New York

Record and Return to:

Victoria A. Morrison, Esq.
100 Washington Street
Newark, New Jersey 07102

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



2010112400175001001S0D2C

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2010112400175001

Document Date: 11-18-2010

Preparation Date: 11-24-2010

Document Type: DEED

ASSOCIATED TAX FORM ID: 2010111800335

SUPPORTING DOCUMENTS SUBMITTED:

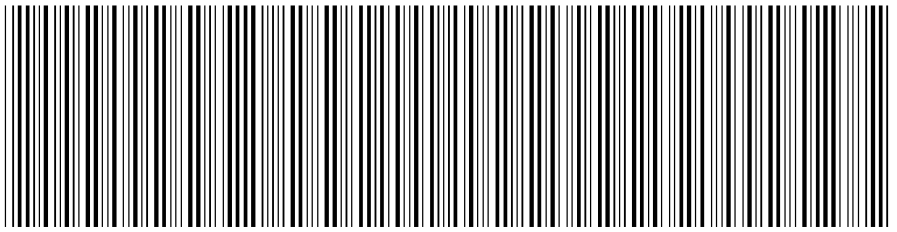
Page Count

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

2
3

**NYC DEPARTMENT OF FINANCE
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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 6

Document ID: 2020073000559001

Document Date: 07-30-2020

Preparation Date: 07-30-2020

Document Type: DEED

Document Page Count: 5

PRESENTER:

LAUREN SILK
501 MADISON AVENUE
NEW YORK, NY 10022
917-734-4511
LAUREN@JOSHUASTEIN.COM

RETURN TO:

JOSHUA STEIN PLLC
501 MADISON AVENUE
SUITE 402
NEW YORK, NY 10022
212-688-3300
lauren@joshuastein.com

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	778	18	Entire Lot	241 WEST 28TH STREET
Property Type: OTHER				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

JAY STREET ASSOCIATES, LLC
C/O: EDISON PARKING CORPORATION, 110 EDISON
PLACE, SUITE 300
NEWARK, NJ 07102

GRANTEE/BUYER:

249 W 28TH STREET PROPERTIES, LLC
C/O: EDISON PARKING CORPORATION, 110 EDISON
PLACE, SUITE 300
NEWARK, NJ 07102

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: \$ 62.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

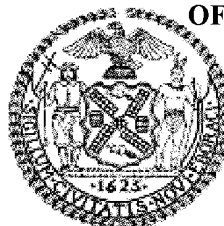
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OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-31-2020 15:27

City Register File No.(CRFN):

2020000217453



Annette McMill

City Register Official Signature

THIS INSTRUMENT WAS PREPARED BY, AND
AFTER RECORDING PLEASE RETURN, TO:

Joshua Stein PLLC
501 Madison Avenue, Suite 402
New York, NY 10022
Att'n: Joshua Stein, Esq.
File No. 144-02

SPACE ABOVE LINE FOR RECORDER'S USE ONLY

BARGAIN AND SALE DEED WITHOUT COVENANT

JAY STREET ASSOCIATES, LLC, a New York limited
liability company,

GRANTOR

TO

249 W 28TH STREET PROPERTIES, LLC, a New York
limited liability company,

GRANTEE

July 30, 2020

This instrument affects real and personal property situated, lying, and being in the City of New York, State of New York, known as:

Block:	778
Lot:	18
Street Address:	241 West 28th Street
County:	New York

BARGAIN AND SALE DEED WITHOUT COVENANT

THIS BARGAIN AND SALE DEED WITHOUT COVENANT (this “Deed”) is made as of July 30, 2020 (the “Effective Date”), between **JAY STREET ASSOCIATES, LLC** (“Grantor”) and **249 W 28TH STREET PROPERTIES, LLC** (“Grantee”), each a New York limited liability company, and each having an address at 100 Washington Street, Newark, NJ 07102.

Grantor, in consideration of Ten Dollars and other good and valuable consideration paid by Grantee, does forever grant and release unto Grantee and Grantee’s heirs, successors and assigns, forever:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND situate, lying and being in the County of New York, State of New York, more particularly described in **Exhibit A** (the “Land”), which Land is commonly known as 241 West 28th Street, New York, New York, and is (and is intended to be) the same as the premises conveyed to Grantor by deed dated August 8, 2006, and recorded on August 18, 2006 in the Office of the City Register of the City of New York at CRFN 2006000467924;

TOGETHER WITH all buildings and other structures, improvements, and fixtures erected, installed, or located in, on, or at the Land (the “Improvements”; with the Land, the “Property”);

TOGETHER WITH all of Grantor’s right, title, and interest in and to all: (i) easements, rights of way, and other rights appurtenant to the Property; (ii) land lying in the bed of any street or highway, opened or proposed, abutting, in front of or adjoining the Land, to the center line of that street or highway; (iii) strips or gores abutting or adjacent to the Land; and (iv) appurtenances to the Property;

TO HAVE AND TO HOLD the Property unto Grantee and its heirs, successors, and assigns forever;

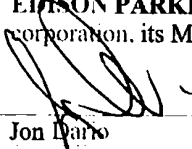
AND Grantor, in compliance with Section 13 of the New York Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will so apply the same before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, Grantor has duly executed this Deed as of the Effective Date.

GRANTOR

JAY STREET ASSOCIATES, LLC, a New York limited liability company

By: **EMISON PARKING CORPORATION**, a New Jersey corporation, its Manager

By: 
Name: Jon Dario
Title: Executive Vice President

Attachments:

Acknowledgment
Exhibit A = Legal Description

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
)
COUNTY OF ESSEX)
_____)

On the 24th day of July in the year 2020, before me, the undersigned, personally appeared JON DARJO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

VALERIE KLEIN
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50070271
My Commission Expires 10/18/2022

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property lying, being and situate in the City of New York,
County of New York, and State of New York, more particularly described as follows:

BEGINNING at a point on the northerly side of West 28th Street, distant 254 feet 4 inches easterly from the corner formed by the intersection of the northerly side of West 28th Street and the easterly side of 8th Avenue;

RUNNING THENCE northerly along a line forming an interior angle of 91 degrees 03 minutes 40 seconds a distance of 167 feet 9 inches;

THENCE westerly along a line forming an exterior angle of 84 degrees 55 minutes 30 seconds a distance of 1 foot 2- $\frac{3}{4}$ inches;

THENCE northerly along a line forming an interior angle of 83 degrees 51 minutes 50 seconds a distance of 29 feet 11- $\frac{1}{4}$ inches to the southerly side of West 29th Street;

THENCE easterly along the southerly side of West 29th Street 50 feet

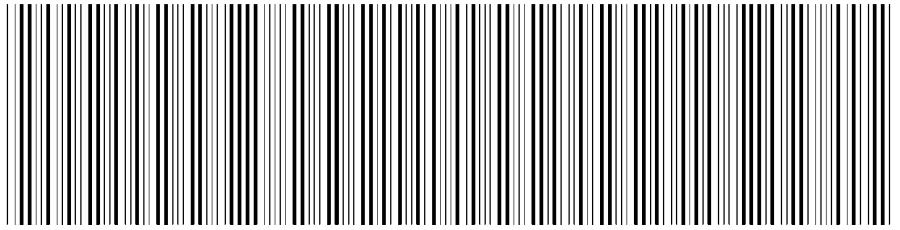
THENCE southerly at right angles to the southerly side of West 29th Street 24 feet 6- $\frac{3}{4}$ inches;

THENCE westerly along a line forming an exterior angle of 83 degrees 51 minutes 50 seconds a distance of 10- $\frac{5}{8}$ inches;

THENCE southerly 173 feet 1 inch to a point on the northerly side of West 28th Street distant 49 feet 9 inches from the point of BEGINNING; and

THENCE westerly along the northerly side of West 28th Street 49 feet 9 inches to the point or place of BEGINNING.

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



2020073000559001001S7ECD

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2020073000559001
Document Type: DEED

Document Date: 07-30-2020

Preparation Date: 07-30-2020

ASSOCIATED TAX FORM ID: 2020010600290

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

3

Deed

THIS INDENTURE, made the 27th day of February, nineteen hundred and ninety-eight

BETWEEN The Ellen S. Gottesman Trust, the Robin I. Gottesman Trust, and the Andrew K. Gottesman Trust, each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Harold A. Gottesman, and the Sara A. Gottesman Trust, the Margery S. Gottesman Trust, the Jane L. Gottesman Trust, and the Abbie G. Gottesman Trust each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Jerome W. Gottesman, with an address at 100 Washington Street, Newark, New Jersey 07102, party of the first part, and

249 W 28th Street Properties, LLC, a New York limited liability company, with an address at 100 Washington Street, Newark, New Jersey 07102, party of the second part.

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of New York, County of New York and State of New York, as more particularly described in Schedule "A" attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof, **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

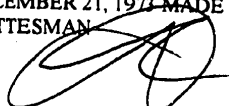
AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from

incumbrances, that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises; provided, however, that (a) said covenants and warranty shall only inure to the benefit of, and be enforceable by, the party of the second part and shall not inure to the benefit of, or be enforceable by, the heirs, successors or assigns of the party of the second part and (b) the liability of the party of the first part in connection with said covenants and warranty shall be limited to any title insurance proceeds received by the party of the first part. If any claim is made by the party of the second part against the party of the first part as the result of a breach of said covenants or warranty, and that claim may be covered by any title insurance policy owned by the party of the first part, the party of the first part shall make such claim against the insurance company and diligently pursue same, or permit the party of the second part, in the name of the party of the first part, to make and diligently pursue such claim, at the expense of the party of the second part.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

THE ELLEN S. GOTTESMAN TRUST, THE ROBIN I. GOTTESMAN TRUST, AND THE ANDREW K. GOTTESMAN TRUST, EACH OF WHICH TRUSTS WAS FORMED UNDER AGREEMENT OF TRUST DATED DECEMBER 21, 1973 MADE BY HAROLD A. GOTTESMAN

By: 
Mitchell N. Baron, Designated Trustee

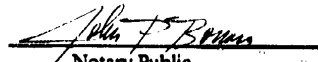
THE SARA A. GOTTESMAN TRUST, THE MARGERY S. GOTTESMAN TRUST, THE JANE L. GOTTESMAN TRUST, AND THE ABBIE G. GOTTESMAN TRUST, EACH OF WHICH TRUSTS WAS FORMED UNDER AGREEMENT OF TRUST DATED DECEMBER 21, 1973 MADE BY JEROME W. GOTTESMAN

By: 
Mitchell N. Baron, Designated Trustee

State of New York)
) ss.:
 County of New York)

On the 27th day of February in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Mitchell N. Baron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOHN P. BONURA
 Notary Public, State of New York
 No 01806086261
 Qualified in New York County
 Certificate Filed in New York County
 Commission Expires Oct. 6, 19 ~~1999~~


 Notary Public

State of New York)
) ss.:
 County of New York)

On the 27th day of February in the year 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Mitchell N. Baron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOHN P. BONURA
 Notary Public, State of New York
 No 01806086261
 Qualified in New York County
 Certificate Filed in New York County
 Commission Expires Oct. 6, 19 ~~1999~~


 Notary Public

Schedule APARCELA:

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

BEGINNING at a point on the Northerly side of 28th Street, opposite the Easterly face of the Easterly Independent wall of the building known as 253-255 West 28th Street, which point is distant 154 feet 10 inches Easterly from the corner formed by the intersection of the Easterly side of 8th Avenue with the Northerly side of 28th Street; RUNNING THENCE Easterly along the Northerly side of 28th Street; 49 feet 8 inches to a point opposite the Westerly face of the Westerly Independent wall of the building known as 245-247 West 28th Street; THENCE Northerly along the westerly face of the said westerly wall last mentioned, and along a line in prolongation thereof, 159 feet and 7 1/4 inches, more or less to the point of intersection in a line prolongation easterly of the northerly face of the northerly wall of the 2 story building standing on the premises hereby described;

THENCE westerly along said line in prolongation easterly of the northerly face of the said northerly wall and along the northerly face of the said northerly wall, and along a line in prolongation thereof westerly 49 feet and 4 inches more or less, to its intersection with a line drawn in prolongation of the easterly face of the said easterly wall of the building known as 253-255 West 28th Street;

THENCE southerly along the said line prolongation of the easterly face of the said easterly wall of said building 253 and 255 West 28th Street, and along the said easterly face of said easterly wall last mentioned, 155 feet and 4 1/2 inches to the point or place of BEGINNING.

PARCEL B:

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

BEGINNING at a point on the Southerly side of West 29th Street distant one hundred eighty feet easterly from the corner formed by the intersection of the southerly side of West 29th Street with the easterly side of Eighth Avenue; RUNNING THENCE Southerly parallel with Eighth Avenue thirty-seven feet and three and one-half inches; THENCE RUNNING Easterly on a line forming an angle of 83 degrees 53 minutes 40 seconds on its northerly side with the last mentioned course twenty-one feet and eight and one-quarter inches; THENCE Southerly on a line forming an angel of 91 degrees 3 minutes and 40 seconds on its easterly side with the northerly side of West 28th Street one hundred sixty-two feet and six and one-half inches to the northerly side of West 28th Street; THENCE Easterly along the northerly side of West 28th Street, forty-nine feet and nine inches; THENCE Northerly on a line forming an angle of 88 degrees 56 minutes 20 seconds on its westerly side with the northerly side of West 28th Street, one hundred sixty-seven feet and ten and one-half inches; THENCE Westerly on a line forming an angle of 84 degrees 57 minutes 20 seconds on its southerly side with the last mentioned course, one foot and four and one-quarter inches; THENCE Northerly on a line forming an interior angle on its westerly side with the last mentioned course, 96 degrees 5 minutes 20 seconds, twenty-nine feet and nine and one-half inches to the southerly side of West 29th Street; THENCE Westerly along the southerly side of West 29th Street seventy feet, more or less, to the point or place of Beginning

Premises being known by street numbers 245-7 West 28th Street and 244 West 29th Street.

055674

RECORDED BY
JAYERS TITLE INSURANCE
CORPORATION
708 THIRD AVENUE
NEW YORK, NY 10017
212 512-6170

Deed

The Ellen S. Gottesman Trust, the Robin I. Gottesman Trust, and the Andrew K. Gottesman Trust, each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Harold A. Gottesman, and the Sara A. Gottesman Trust, the Margery S. Gottesman Trust, the Jane L. Gottesman Trust, and the Abbie G. Gottesman Trust each of which Trusts was formed under Agreement of Trust dated December 21, 1973 made by Jerome W. Gottesman

to

249 W 28th Street Properties, LLC

PS
SD

Block 778, Lots 13 and 16
County or Town: New York

Return by Mail to:

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, New York 10178
Attention: Mitchell N. Baron, Esq.

NEW YORK
COUNTY
003621

DEED 0101
47.00
10/17 CSAR REPT DATE TIME
1-1 8 31876 0-1-99 9:49

LOC. VER. *LD*
BY ADDRESS *✓*

REC. FEE *47*
SST \$ *2180*
RECEIVED IN NEW YORK COUNTY
R25

NY02A/156472.3
8

1998 OCT -1 A 9 31

CITY REGISTER

Exhibit B

FILING RECEIPT

=====

ENTITY NAME: 249 W 28TH STREET PROPERTIES, LP

DOCUMENT TYPE: MERGER (UNAUTHORIZED LLC)
PROCESS

COUNTY: UNKN

=====

FILED:02/16/2021 DURATION:***** CASH#:210216000185 FILM #:210216000167

FILER:

EFFECT DATE

02/19/2021

VICTORIA MORRISON ESQ.
C/O EDISON PROPERTIES, LLC
110 EDISON PLACE SUITE 300
NEWARK, NJ 07102

ADDRESS FOR PROCESS:

C/O EDISON PROPERTIES, LLC
110 EDISON PLACE, SUITE 300
NEWARK, NJ 07102

REGISTERED AGENT:

CONSTITUENT NAME: 249 W 28TH STREET PROPERTIES, LLC

SERVICE COMPANY: CORPORATION SERVICE COMPANY

SERVICE CODE: 45

FEES 95.00

PAYMENTS 95.00

FILING 60.00

CASH 0.00

TAX 0.00

CHECK 0.00

CERT 0.00

CHARGE 0.00

COPIES 10.00

DRAWDOWN 95.00

HANDLING 25.00

OPAL 0.00

REFUND 0.00

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on February 17, 2021.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

210216000 167

CSC 45
DRAW DOWN

CERTIFICATE OF MERGER

OF

249 W 28TH STREET PROPERTIES, LLC
(a New York limited liability company)

WITH AND INTO

249 W 28TH STREET PROPERTIES, LP
(a Delaware limited partnership)

Under Section 1003 of the New York Limited Liability Company Law

February 12, 2021

FIRST: 249 W 28th Street Properties, LLC, a New York limited liability company (the "Merging LLC"), is merging with and into 249 W 28th Street Properties, LP, a Delaware limited partnership (the "Surviving LP"), with the Surviving LP surviving the merger (the "Merger").

SECOND: The date when the Articles of Organization of the Merging LLC were filed with the Department of State of the State of New York is May 27, 1997. The date when the Certificate of Limited Partnership of the Surviving LP was filed with the Department of State of the State of Delaware is January 26, 2021. An application for authority of the Surviving LP to do business in New York has not been filed with the Department of State of the State of New York, and such Surviving LP shall not conduct business in the State of New York until such application for authority has been filed with the Department of State of the State of New York.

THIRD: The effective date of the Merger shall be February 19, 2021 (the "Effective Date").

FOURTH: The Surviving LP hereby agrees that it may be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of the Merging LLC previously amenable to suit in the State of New York, and that the Surviving LP will promptly pay to the members of the Merging LLC the amount, if any, to which they shall be entitled under the Limited Liability Company Law relating to the rights of members to receive payment for their interests.

FIFTH: The Secretary of State is designated as agent of the Surviving LP upon whom process against it may be served. The address to which the Secretary of State shall mail a copy of any process against the limited liability company served upon it is c/o Edison Properties, LLC, 110 Edison Place, Suite 300, Newark, NJ 07102.

SIXTH: An Agreement and Plan of Merger has been approved, adopted, certified, and executed by each of the Surviving LP and Merging LLC. The Agreement and Plan of

Merger is on file at the place of business of the Surviving LP and the address thereof is: c/o Edison Properties, LLC, 110 Edison Place, Suite 300, Newark, NJ 07102-4908.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the Surviving LP on request and without cost to any member of or any other person holding an interest in the Merging LLC or to any person holding an interest in the Surviving LP.

EIGHTH: The Merger is permitted under the laws of the State of Delaware and is in compliance with the requirements therewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed by an authorized person of each of the Surviving LP and Merging LLC as of the date first written above.

SURVIVING LP:

249 W 28TH STREET PROPERTIES, LP
a Delaware limited partnership

By: Edison Parking Corporation, its General Partner

By: 

Name: Jon Dario

Title: Executive Vice President

MERGING LLC:

249 W 28TH STREET PROPERTIES, LLC
a New York limited liability company

By: Edison Parking Corporation, its Manager

By: 

Name: Jon Dario

Title: Executive Vice President

[SIGNATURE PAGE TO NEW YORK CERTIFICATE OF MERGER]

167

OSC 45
DRAW DOWNA

CERTIFICATE OF MERGER

OF

249 W 28TH STREET PROPERTIES, LLC
(a New York limited liability company)

WITH AND INTO

249 W 28TH STREET PROPERTIES, LP
(a Delaware limited partnership)

Under Section 1003 of the Limited Liability Company Law

FILED

2021 FEB 16 PM 12:32

Filed by: Victoria Morrison, Esq.
(Name)
c/o Edison Properties, LLC, 110 Edison Place, Suite 300
(Mailing address)
Newark, NJ 07102
(City, State and Zip code)

Circle 656 DWABT
L457

14
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 16 2021
TAX \$ 0
BY: 2

RECEIVED

2021 FEB 16 AM 9:17

185

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"249 W 28TH STREET PROPERTIES, LLC", A NEW YORK LIMITED LIABILITY COMPANY,

WITH AND INTO "249 W 28TH STREET PROPERTIES, LP" UNDER THE NAME OF "249 W 28TH STREET PROPERTIES, LP", A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWELFTH DAY OF FEBRUARY, A.D. 2021, AT 12:04 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE NINETEENTH DAY OF FEBRUARY, A.D. 2021.




Jeffrey W. Bullock, Secretary of State

4871535 8100M
SR# 20210436707

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202507211
Date: 02-12-21

CERTIFICATE OF MERGER

OF

**249 W 28TH STREET PROPERTIES, LLC,
(a New York limited liability company)**

INTO

**249 W 28TH STREET PROPERTIES, LP,
(a Delaware limited partnership)**

Pursuant to Title 6, Section 17-211 of the Delaware Limited Partnership Act.

Dated: February 12, 2021

The undersigned hereby certifies to the Office of the Secretary of State of the State of Delaware:

FIRST: The name of the surviving limited partnership is 249 W 28th Street Properties, LP, a Delaware limited partnership (the "**Surviving LP**"), and the name of the limited liability company being merged into the Surviving LP is 249 W 28th Street Properties, LLC, a New York limited liability company (the "**Merging LLC**").

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, and executed by the Surviving LP and the Merging LLC. The Agreement and Plan of Merger is on file at the place of business of the Surviving LP and the address thereof is: c/o Edison Properties, LLC, 110 Edison Place, Suite 300, Newark, NJ 07102-4908.

THIRD: A copy of the Agreement and Plan of Merger will be furnished by the Surviving LP, on request and without cost, to any partner of the Surviving LP or any person holding an interest in the Merging LLC.

FOURTH: The effective date of the merger shall be February 19, 2021.

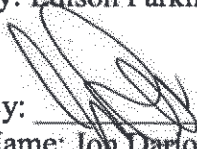
[SIGNATURE PAGE FOLLOWS]

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:04 PM 02/12/2021
FILED 12:04 PM 02/12/2021
SR 20210436707 - File Number 4871535

IN WITNESS WHEREOF, the Surviving LP has caused this certificate to be signed by its General Partner as of the date first written above.

249 W 28TH STREET PROPERTIES, LP
a Delaware limited partnership

by: Edison Parking Corporation, its General Partner

By: 

Name: Jon Darlo

Title: Executive Vice President

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF LIMITED PARTNERSHIP OF "249 W 28TH
STREET PROPERTIES, LP", FILED IN THIS OFFICE ON THE TWENTY-
SIXTH DAY OF JANUARY, A.D. 2021, AT 6 O`CLOCK P.M.*



Jeffrey W. Bullock, Secretary of State

4871535 8100
SR# 20210232270

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202378031
Date: 01-27-21

STATE OF DELAWARE
CERTIFICATE OF LIMITED PARTNERSHIP

OF

249 W 28TH STREET PROPERTIES, LP

The undersigned, desiring to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, 6 Delaware Code, Chapter 17, does hereby certify as follows:

FIRST: The name of the limited partnership is 249 W 28th Street Properties, LP (the "Partnership").

SECOND: The address of the Partnership's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, DE 19808. The name of its registered agent at such address is Corporation Service Company.

THIRD: The name and mailing address of the general partner is as follows:

Edison Parking Corporation
Ironside Newark
110 Edison Place, Suite 300
Newark, NJ 07102-4908

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been subscribed this 26th day of January, 2021 by the undersigned who affirms that the statements made herein are true and correct.

EDISON PARKING CORPORATION,
its General Partner

By: 

Name: Jon Dario

Title: Executive Vice President

**241 West 28th Street Owner LLC
c/o MAG Partners
41 Flatbush Avenue, 1st and 2nd Floor
Brooklyn, NY 11217**

June 29, 2021

249 W 28th Street Properties, LP
c/o Edison Properties, LLC
110 Edison Place, Suite 300
Newark, NJ 07102

**Re: Site Access to Perform Brownfield Cleanup Work
Site No C2311389, 241 West 28th Street**

Dear Sir or Madam:

As you are aware, 241 West 28th Street Owner LLC ("Volunteer") entered into a Brownfield Cleanup Agreement ("BCA") for the property located at 251 West 28th Street and 250 West 29th Street (Section 1, Block 778, Lots 13 & 66) and 247 & 241 West 28th Street (Section 1, Block 778, Lots 16 & 18) (the "Site"). When the BCA was executed, these properties were owned by 249 W 28th Street Properties, LLC and Jay Street Associates, LLC. Volunteer holds a ground lease for the Site, and site access to perform the site investigation and remediation was confirmed in the attached letter. Subsequent to the execution of the BCA, on June 30, 2020, title to Block 778, Lot 18 was transferred from Jay Street Associates, LLC to 249 W 28th Street Properties, LLC, which then held title to the entire Site. On February 19, 2021, 249 W 28th Street Properties, LLC merged with and into 249 W 28th Street Properties, LP. As a result of the merger, 249 W 28th Street Properties, LP currently owns the Site as successor in interest to 249 W 28th Street Properties, LLC.

By execution of this letter, you are hereby confirming that 249 W 28th Street Properties, LP agrees to continue to permit access to the Site to perform activities required by the Brownfield Cleanup Program ("BCP"), and also to cooperate with Volunteer to place an environmental easement on the property in the event that an environmental easement is required by the New York State Department of Environmental Conservation ("NYSDEC") as a component of the site remediation under the BCP.

This letter may be signed in counterparts and by electronic or .pdf signature, each of which shall be accepted as originals.

241 WEST 28TH STREET OWNER LLC

By: 
Name: Susi Yu
Title: Authorized Signatory

As Site owner, I agree to allow 241 West 28th Street Owner LLC and its contractors, to enter the above-referenced lots, which are currently owned by 249 W 28th Street Properties, LP as successor in interest, to perform any work required under the BCP, and further agree to permit an environmental easement to be placed on the property if such is required pursuant to the BCP.

241 W 28TH STREET PROPERTIES, LP

By: **EDISON PARKING CORP.**, General Partner

By: 

Name: Jon Dario

Title: Executive Vice President

**241 West 28th Street Owner LLC
C/O L&L Holding Company, LLC
142 West 57th Street
New York, NY 10019**

September 5, 2019

249 W 28th Street Properties, LLC
& Jay Street Associates, LLC
C/O Edison Properties, LLC
100 Washington Street
Newark, NJ 07102

**Re: Site Access to Perform Brownfield Cleanup Work
248 West 28th Street and 250 West 29th Street, New York, NY 10001**

Dear Sir or Madam:

As you are aware, 241 West 28th Street Owner LLC has applied to the Brownfield Cleanup Program ("BCP") for the property located at 251 West 28th Street and 250 West 29th Street (Section 1, Block 778, Lots 13 & 66) and 247 & 241 West 28th Street (Section 1, Block 778, Lots 16 & 18), which are currently owned by your companies (collectively, "Landlord"). As the BCP applicant, we are required to demonstrate access to the property from the current property owner throughout the BCP project for the purpose of site investigation and remediation. In addition, DEC has requested proof of our ability to place an environmental easement on the property in the event that an environmental easement is required by the New York State Department of Environmental Conservation ("NYSDEC") as a component of the site remediation under the BCP. Based on our prior agreement, we understand that the Landlord will execute an environmental easement substantially similar to the current DEC template, provided that the site is remediated to restricted residential standards.

By execution of this letter, you are hereby agreeing to permit access to perform activities required by the BCP, and further agree to cooperate in the placement of an environmental easement as noted above.

This letter may be signed in counterparts and by electronic or .pdf signature, each of which shall be accepted as originals.

241 WEST 28TH STREET OWNER LLC

By: 
Name: MaryAnne Gilmartin
Title: Authorized Signatory

As Site owner, I agree to allow 241 West 28th Street Owner LLC and its contractors, to enter the above-referenced lots, which are currently owned by 249 W. 28th Street Properties Inc. and Jay Street Associates, LLC, to perform any work required under the BCP, and further agree to permit an environmental easement to be placed on the property if such is required pursuant to the BCP, is in a form substantially similar to the current DEC template and allows for restricted residential use of the Site.

249 W. 28TH STREET PROPERTIES, LLC

By: **EDISON PARKING CORP.**, its Manager

By: _____

Name: _____

Title: _____

JAY STREET ASSOCIATES, LLC

By: **EDISON PARKING CORP.**, its Manager

By: _____

Name: _____

Title: _____

SIVE | PAGET | RIESEL

JENNIFER COGHLAN
DIRECT DIAL: 646.378.7253
JCOGHLAN@SPRLAW.COM

June 15, 2021

VIA EMAIL AND FEDEX

Chief, Site Control Section
Division of Environmental Remediation
New York State Dept. of Environmental Conservation
625 Broadway
Albany, New York 12233-1500

Re: Change of Use Notification for
Site No. C231139 – Notification After Transfer

Dear Chief of Site Control Section,

This letter accompanies two Change of Use Notifications submitted to Site Control to reflect two prior transfers in ownership of the above-referenced Site. The owners reflected on the BCP Application are Jay Street Associates, LLC and 249 W 28th Street Properties, LLC. On July 30, 2020, title to Block 778 Lot 18 was transferred from Jay Street Associates, LLC to 249 W 28th Street Properties, LLC, which then held title to the entire Site. On February 19, 2021, 249 W 28th Street Properties, LLC merged with and into 249 W 28th Street Properties, LP. As a result, 249 W 28th Street Properties, LP currently owns the Site as a successor in interest to 249 W 28th Street Properties, LLC. This Letter is intended to serve as the Notification After Transfer. This Site has not yet obtained a CoC, so no notice of transfer is required pursuant to § 375-1.9(f). Below, please find the required information for the New Owner and New Owner's Representative.

I. Name and Contact Information for New Owner
249 W 28th Street Properties, LP
c/o Edison Properties, LLC, 110 Edison Place, Suite 300
Newark, NJ 07102

II. Name and Contact Information for New Owner's Authorized Representative
Jon Dario
110 Edison Place, Suite 300
Newark, NJ 07102
jond@edprop.com
973-849-2570

Sincerely,



Jennifer Coghlan

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

I. Site Name: 241 West 28th Street **DEC Site ID No.** C231139

II. Contact Information of Person Submitting Notification:

Name: Michael Bogin
Address1: 560 Lexington Ave., 15th Floor
Address2: New York, NY 10022
Phone: (646) 378-7210 E-mail: mbogin@sprlaw.com

III. Type of Change and Date: Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)
☐ Transfer of Certificate of Completion (CoC)
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): Jul 30, 2020

IV. Description: Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

The owners reflected on the BCP Application are Jay Street Associates, LLC and 249 W 28th Street Properties, LLC. On July 30, 2020, title to Block 778 Lot 18 was transferred from Jay Street Associates, LLC to 249 W 28th Street Properties, LLC, which then held title to the entire Site. The Volunteer remains the same.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: _____ June 14, 2021
(Signature) (Date)

Please see attached signature page
(Print Name)

Address1: 110 Edison Place, Suite 300
Address2: Newark, NJ 07102
Phone: (973) 849-2570 E-mail: jond@edprop.com

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Jon Dario
Address1: 110 Edison Place, Suite 300
Address2: Newark, NJ 07102
Phone: (973) 849-2570 E-mail: jond@edprop.com

Certifying Party Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name: _____
(Signature)

June 14, 2021

(Date)

Please see attached signature page

(Print Name)

Address1: 110 Edison Place, Suite 300 _____

Address2: Newark, NJ 07102 _____

Phone: (973) 849-2570 _____ E-mail: jond@edprop.com _____

249 W 28TH STREET PROPERTIES, LP

By: Edison Parking Corporation, General Partner

By: 
Jon Dario
Executive Vice President

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

I. **Site Name:** 241 West 28th Street **DEC Site ID No.** C231139

II. **Contact Information of Person Submitting Notification:**

Name: Michael Bogin
Address1: 560 Lexington Ave., 15th Floor
Address2: New York, NY 10022
Phone: (646) 378-7210 E-mail: mbogin@sprlaw.com

III. **Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)
☐ Transfer of Certificate of Completion (CoC)
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): Feb 19, 2021

IV. **Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

~~On February 19, 2021, 249 W 28th Street Properties, LLC merged with and into 249 W 28th Street Properties, LP. As a result of this merger, 249 W 28th Street Properties, LP currently owns the Site as a successor in interest to 249 W 28th Street Properties, LP. The Volunteer remains the same.~~

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name: _____ June 14, 2021
(Signature) (Date)

Please see attached signature page

(Print Name)

Address1: 110 Edison Place, Suite 300

Address2: Newark, NJ 07102

Phone: (973) 849-2570 E-mail: jond@edprop.com

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: Jon Dario

Address1: 110 Edison Place, Suite 300

Address2: Newark, NJ 07102

Phone: (973) 849-2570 E-mail: jond@edprop.com

Certifying Party Name: _____

Address1: _____

Address2: _____

Phone: _____ E-mail: _____

VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name: _____
(Signature)

June 14, 2021
(Date)

Please see attached signature page

(Print Name)

Address1: 110 Edison Place, Suite 300

Address2: Newark, NJ 07102

Phone: (973) 849-2570 E-mail: jond@edprop.com

249 W 28TH STREET PROPERTIES, LP

By: Edison Parking Corporation, General Partner

By: 
Jon Dario
Executive Vice President