



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 purpose of this BCA Amendment is to modify the BCA to reflect a change in site ownership following the effective date of the real property conveyance on March 16, 2022. The new fee owners of the BCP Site are tenants in common 401 W 207th Realty LLC (80% undivided interest) and 3761 10th Avenue Realty Corp. (20% undivided interest). The planned title transfer was described in the BCP Application materials. A copy of the recorded deed is appended to this application to amend. In addition, this BCA Amendment seeks to add TIC 3761 10th Avenue Realty Corp. as a new Volunteer Applicant.

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 more than an 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: 401 West 207th Street Redevelopment BCP SITE NUMBER: C231151		
NAME OF CURRENT APPLICANT(S): 401 W 207th Realty LLC		
INDEX NUMBER OF AGREEMENT: C231151-03-22 DATE OF ORIGINAL AGREEMENT: 3/25/2022		
Section II. New Requestor Information (complete only if adding new requestor or name has changed)		
NAME 3761 10th Avenue Realty Corp.		
ADDRESS 84 Kosciuszko St,		
CITY/TOWN Brooklyn, NY		ZIP CODE 11205
PHONE 212-569-8713	FAX	E-MAIL 333scd@gmail.com
1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No • If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (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 Paul Gagliardi		
ADDRESS 84 Kosciuszko St,		
CITY/TOWN Brooklyn, NY		ZIP CODE 11205
PHONE 212-569-8713	FAX	E-MAIL 333scd@gmail.com
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe Requestor's Relationship to Existing Applicant: Tenant in Common owner of the site with the existing Applicant.		

Section III. Current Property Owner/Operator Information (only include if new owner/operator)		
Owner below is: <input checked="" type="checkbox"/> Existing Applicant <input type="checkbox"/> New Applicant <input type="checkbox"/> Non-Applicant		
OWNER'S NAME (if different from requestor) 401 W 207th Realty LLC		
ADDRESS 40 Oser Avenue, Suite 4		
CITY/TOWN Hauppauge, NY		ZIP CODE 11788
PHONE 917.846.1115	FAX N/A	E-MAIL kohnjacob@gmail.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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Site Code: C231151

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:

<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 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.
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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
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	Account No.	Account Type	Account No.	Account Type

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

Acreage
Removed
by Parcel

2b. PARCELS REMOVED:

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:

Section No.	Block No.	Lot No.	Acreage
-------------	-----------	---------	---------

Parcel Address

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
From ECL 27-1405(31): "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.	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
From 6 NYCRR 375- 3.2(a) as of August 12, 2016: (a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units. (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income. (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income. (3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.	


PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 401 West 207th Street Redevelopment	BCP SITE NUMBER: C231151
NAME OF CURRENT APPLICANT(S): 401 W 207th Realty LLC	
INDEX NUMBER OF AGREEMENT: C231151-03-22	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 3/25/2022	

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 <u>President</u>) of (entity <u>3761 10th Avenue Realty Corp.</u>); 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>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: <u>4/25/2022</u> Signature: </p> <p>Print Name: <u>Paul Gagliardi</u></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 Managing Member (title) of 401 W 207th Realty 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: 04/24/2022 Signature: Jacob Kohn

Digitally signed by Jacob Kohn
Date: 2022.04.24 06:49:41 -0400

Print Name: Jacob Kohn

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: 3/25/2022

Signature by the Department:

DATED:

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Susan Edwards, P.E., Acting Director
Division of Environmental Remediation

Site Code: C231151

SUBMITTAL REQUIREMENTS:

- **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: _____

Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: 3761 10TH AVENUE REALTY CORP.	DOS ID: 4408958
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 402 BCL - BUSINESS CORPORATION LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 05/28/2013	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 05/28/2013	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: NEW YORK	NEXT STATEMENT DUE DATE: 05/31/2023
JURISDICTION: NEW YORK, UNITED STATES	NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process Name and Address

Name: PAUL GAGLIARDI

Address: 333 W 206TH STREET, NEW YORK, NY, UNITED STATES, 10034

Chief Executive Officer's Name and Address

Name: PAUL GAGLIARDI

Address: 333 W 206TH STREET, NEW YORK, NY, UNITED STATES, 10034

Principal Executive Office Address

Address: 333 W 206TH STREET, NEW YORK, NY, UNITED STATES, 10034

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	\$0.00

REQUESTOR VOLUNTEER ELIGIBILITY STATEMENT

Volunteer Status

Pursuant to ECL § 27-1405(1), the Requestor, 3761 10th Avenue Realty Corp., is properly designated as a Volunteer because it (together with tenant in common 401 W 207th Realty LLC) conducted all appropriate inquiry prior to purchasing the site and any liability arises solely from involvement with the site after discharge or disposal of contaminants at the site. There is no indication of any contribution to or exacerbation of site conditions during the time of Requestor's (and tenant in common Applicant's) limited ownership of the site.

3761 10th Avenue Realty Corp. and 401 W 207th Realty LLC have exercised and continue to exercise due care with respect to the site, including performing appropriate due diligence prior to site acquisition, confirming there is no human health hazard at the site and preparing for site remediation under the Brownfield Cleanup Program. For the foregoing reasons, the Requestor qualifies as a Volunteer.

3761 10th AVENUE REALTY CORP.

President's Certificate

The undersigned, being the sole shareholder and duly appointed President (the "President") of 3761 10th Avenue Realty Corp., a New York corporation (the "Company"), does hereby consent to and adopt the following resolutions:

WHEREAS, the President of the Company deems it advisable and in the best interests of the Company to authorize, approve and ratify the execution, delivery and performance by the Company of a Brownfield Cleanup Agreement with the New York State Department of Environmental Conservation.

NOW, THEREFORE, BE IT RESOLVED, that the President of the Company hereby authorizes and directs the President to acknowledge, execute and deliver for and on behalf of the Company, a Brownfield Cleanup Agreement with the New York State Department of Environmental Conservation, the authority of the President being conclusively evidenced by its execution and delivery of the same, and to do or cause to be done any and all such acts, including those heretofore taken, that such party deems necessary, proper, and advisable to enable the Company to fully and properly accomplish the purposes and intents of these resolutions; and it is further

RESOLVED, that Paul Gagliardi is the President of the Company and has the full power and authority on behalf of the Company, as an Authorized Signatory, to:

- a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program (the "BCP");
- b. Enter into agreements with the New York State Department of Environmental Conservation (the "DEC") in connection with the Company's participation in the BCP;
- c. Execute any and all documents in connection with the Company's participation in the BCP, including but not limited to applications, agreements, easements and tax returns;
- d. Take any action necessary to the furtherance of the Company's participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.

RESOLVED, that the authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC's receipt of such notice.

IN WITNESS WHEREOF, the undersigned has executed this written Certificate in the capacity noted below as of this 22nd day of April 2022.

SEAN F. O'KEEFE
Notary Public, State of New York
No. 01OK6186766
Qualified in New York County
Commission Expires May 12, 2024

Sean F. O'Keefe
4/25/2022

3761 10th AVENUE REALTY CORP.,
a New York corporation

By: _____

Paul Gagliardi, President

SIVE | PAGET | RIESEL

CHRISTINE LEAS
DIRECT DIAL: 646.378.7267
CLEAS@SPRLAW.COM

April 27, 2022

VIA EMAIL

Kelly Lewandowski
Chief, Site Control Section
New York State Dep't Env Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

Re: BCP Site No. C231151 (the "Site")
401 West 207th Street Redevelopment
Notice of Transfer of Title

Dear Ms. Lewandowski,

As noted in the Brownfield Cleanup Program Application, at the time of submittal of the Application, the Applicant 401 W 207th Realty LLC was in contract to purchase the Site. The Site purchase closed and title was transferred on March 16, 2022 by the enclosed deed to tenants in common 401 W 207th Realty LLC (80% undivided interest) and 3761 10th Avenue Realty Corp. (20% undivided interest).

Sincerely,

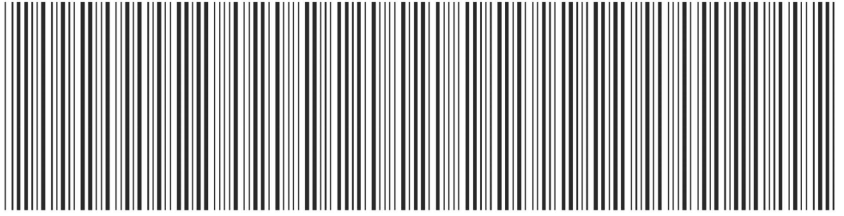


Christine Leas

Encl.

**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.



2022032500545001003EB2E9

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 9

Document ID: 2022032500545001

Document Date: 03-16-2022

Preparation Date: 03-25-2022

Document Type: DEED

Document Page Count: 7

PRESENTER:

BETTER RECORDINGS, LLC
1 PARAGON DRIVE - RANY-45487A
SUITE 150B
MONTVALE, NJ 07645
REC@BETTERTITLERESEARCH.COM

RETURN TO:

BETTER RECORDINGS, LLC
1 PARAGON DRIVE - RANY-45487A
SUITE 150B
MONTVALE, NJ 07645
REC@BETTERTITLERESEARCH.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	2189	60	Entire Lot	401 WEST 207 STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

SPEEDWAY LLC
500 SPEEDWAY DR
ENON, OH 45323

GRANTEE/BUYER:

401 W 207TH REALTY LLC
315 W ROSLYN RD
MINEOLA, NY 11501-1939

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
TOTAL:	\$	0.00
Recording Fee:	\$	72.00
Affidavit Fee:	\$	0.00

Filing Fee:

	\$	250.00
NYC Real Property Transfer Tax:	\$	656,250.00
NYS Real Estate Transfer Tax:	\$	162,500.00

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



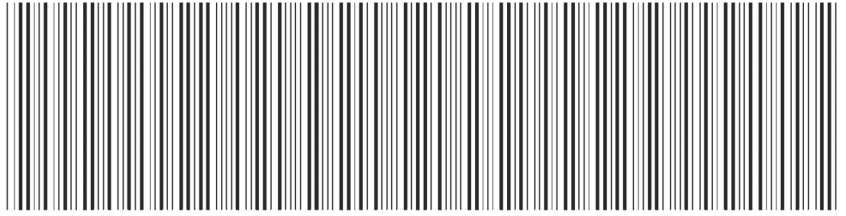
CITY OF NEW YORK

Recorded/Filed 03-31-2022 09:12
City Register File No.(CRFN):
2022000136872

Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022032500545001003CB069

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 9

Document ID: 2022032500545001

Document Date: 03-16-2022

Preparation Date: 03-25-2022

Document Type: DEED

PARTIES

GRANTEE/BUYER:

3761 10TH AVENUE REALTY CORP

315 W ROSLYN RD

MINEOLA, NY 11501-1939

WHEN RECORDED MAIL TO:
Lazar Grunsfeld Elnadav LLP
1795 Coney Island Avenue
Brooklyn, NY 11230
Attention: Ron Lazar, Esq.

Section, Block, Lot: Section 9, Block
2189, Lot 60

THIS INDENTURE, made effective as of the Effective Date (defined below), between **SPEEDWAY LLC**, a Delaware limited liability company (successor-by-merger to Hess Retail Stores LLC), having an address c/o 500 Speedway Drive, Enon, OH 45323 ("Grantor"), **401 W 207TH REALTY LLC**, a New York limited liability company, as to an 80% undivided interest, and **3761 10TH AVENUE REALTY CORP.**, a New York corporation, as to a 20% undivided interest, as tenants-in-common, each having an address at 315 W Roslyn Road, Mineola, NY 11501 (collectively, "Grantee").

WITNESSETH:

That Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, grant and release unto Grantee, its heirs and successors and assigns, forever:

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 of New York and State of New York, as described on Exhibit A attached hereto (the "Real Property"), subject to all easements, covenants, conditions, restrictions and encumbrances of record.

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Real Property to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said Real Property;

Deed
Site No. 7822

TO HAVE AND TO HOLD the Real Property herein granted unto Grantee, its heirs and successors and assigns, forever.

1. Grantor, in compliance with Section 13 of the 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 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.

2. By acceptance hereof, Grantee, its successor and assigns, agrees that:

a. prior to the issuance of a no further action/remediation letter or determination from the governmental agency with jurisdiction (the "Agency"), including the New York State Department of Environmental Conservation ("NYSDEC") regarding Grantee's performance of the Corrective Actions (defined below), Grantor, its successors and assigns reserve the right to enter upon the Real Property, at no cost to Grantor, at reasonable times to conduct any Corrective Action only as and when required by the Agency. As used herein, the term, "Corrective Action" shall mean any investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities approved, concurred in or required by the Agency through completion and receipt of a "no further remediation/action letter", or its functional equivalent from the Agency (such as confirmation that permanent closure of any UST system(s) at the Real Property has been achieved in accordance with the requirements of 6 NYCRR Section 613-2.6 and any necessary Corrective Action completed in accordance with 6 NYCRR Section 613-6). In performing any Corrective Action at the Real Property, Grantor will have the right to rely on and use any current, future or revised or amended state cleanup/remediation standards, guidelines or criteria or revised federal cleanup/remediation standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the Real Property, Grantor may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require deed recordation running with the land at the Real Property. Such deed recordation may contain certain restrictions based on site-specific exposure such as: prohibiting the use of groundwater at the Real Property; requiring that the use of the Real Property on the first floor of any building remain retail/commercial/industrial; requiring the Real Property, or a portion of the Real Property, to be paved or that existing pavement remain in place and be properly maintained; prohibiting the use of the Real Property for residential purposes on the first floor; or prohibiting the occupancy of the basement level. Grantee agrees to permit reasonable institutional controls regarding the Real Property in connection with Grantor's performance of any Corrective Action thereon. Grantee agrees to provide Grantor, at no

Deed
Site No. 7822

cost to Grantor, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded on the Real Property as part of Grantor's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the Real Property for residential purposes above the first floor of the building or for retail/industrial/commercial purposes. Grantor reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the Real Property. Grantee agrees that, without prior written approval from Grantor, Grantee will not engage in any activity at the Real Property which would interfere with Grantor's performance of Corrective Action at the Real Property. Such approval shall not be unreasonably withheld by Grantor. In the event that Grantee interferes with Grantor's performance of Corrective Action in any way, Grantee shall pay Grantor upon demand for the costs incurred by Grantor as a result of any such interference, including, but not limited to, any and all costs to repair or replace any monitoring or recovery wells, monitoring points, piping, treatment equipment, mobile treatment units, and any other equipment, vehicles or improvements used or installed by Grantor to perform Grantor's Corrective Action that are altered, damaged or destroyed by Grantee's activities. Grantee also agrees to cooperate fully with Grantor and assist Grantor in obtaining any approvals, consents or permits required for Grantor's performance of any Corrective Action. Grantee agrees to cooperate fully with Grantor in the performance of Grantor's Corrective Action so as to minimize the time and expense to Grantor including, without limitation, the granting of access to on-site utilities (e.g., electricity, sewer and water) if required for such activities. Grantor and Grantee agree to prorate the cost of any such utilities based on Grantor's actual use thereof;

b. unless or until the Real Property has been remediated to residential use standards in accordance with Environmental Law, the use of the ground floor (and any subsurface floors) of the Real Property shall be restricted solely to the following permitted uses: (i) retail, commercial or any other use other than residential provided that no Community Facility Uses shall be permitted; (ii) lobby and area for access to the residential portion of the Real Property and (iii) amenities (including HVAC equipment and storage) for the Real Property and for use by residential occupants of the Real Property (but not for residential occupancy); and (iv) parking; provided, however, that any residential use at the Real Property shall be further conditioned on the installation and maintenance of a vapor barrier and vapor mitigation system at the Real Property. For the purpose of this paragraph the term "Community Facility Uses" shall mean any schools, childcare facilities, daycare, nursery school or kindergarten facilities, colleges or universities, dormitories, fraternity or sorority student housing, monasteries, convents, house of worship, rectories, sanitariums, adult care facilities and nursing homes;

c. unless or until the Real Property has been remediated to unrestricted use standards in accordance with Environmental Law, the installation and/or existence of potable wells on the Real Property is prohibited. This restriction, however, does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices, used for or related to the performance of any Corrective Action;

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Site No. 7822

d. to adhere to, and comply with, the terms of any closure or no further action/remediation letter or determination from the Agency regarding Grantor's performance of Corrective Action; and

e. agrees to defend (with counsel reasonably acceptable to the Released Parties), indemnify and hold the Released Parties (as defined above) harmless from and against any and all liabilities, claims, losses, suits, actions, judgments, damages, costs (including reasonable attorneys' fees) or penalties that result from, arising out of or relate in any way to any violation of the reservations, restrictions and/or conditions contained in this deed.

3. Grantee, its successors and assigns, shall not have any claim against Grantor, or Grantor's parent companies, affiliates, predecessors, successors, assigns, subsidiary companies or their respective past, present and future officers, employees, agents and/or representatives (collectively, the "Released Parties"), based upon, related to or arising out of the presence of any contamination in, on, under, at or adjacent to the Real Property or migrating to or from the Real Property. The Released Parties are hereby forever released from any and all such claims including, but not limited to, any and all claims and common law and statutory causes of action under the Environmental Laws. Grantee shall defend (with counsel reasonably acceptable to Grantor), indemnify and hold harmless and does hereby waive, release and discharge the Released Parties from any and all liabilities, costs, losses, claims, demands, losses, suits, actions (at law, common law or in equity), judgments, damages, costs (including reasonable attorneys' fees), fines, penalties or expenses incurred by or asserted against Released Parties, including but not limited to claims arising under the Environmental Laws, resulting from the occurrence, existence or presence of any Contamination. Further, notwithstanding anything to the contrary herein, Grantee covenants and agrees that in no event shall it commence any action or make any claim against Released Parties, their respective parent corporation, subsidiaries, affiliates and assigns, or any former owner or operator of the Real Property which in any way relates to the environmental or other condition of the Real Property, including any claim for property damage or diminution of property value by reason of petroleum contamination at, on under or emanating from the Real Property, and Grantor hereby releases the Released Parties, their respective parent corporation, subsidiaries, affiliates and assigns, or any former owner or operator from all such claims. The term "Environmental Laws" shall mean any and all applicable laws, rules, orders, regulations, statutes, ordinances, codes, decrees, judicial decisions, permits, licensing or other legally enforceable requirement (including without limitation, common law) of any federal, state, local, municipal or other Agency, regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, human health or safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.) the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act (32 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act (32 U.S.C. §§ 300f et seq.), and any regulation pursuant to any of the above laws, as may be amended from time to time. This release shall not apply to claims of breach of that certain Purchase and Sale Agreement (including Exhibit B thereto, as amended or modified) dated October 14, 2021 between Grantor, as seller, and Grantee, as buyer, that may arise in the future.

Deed
Site No. 7822

4. In case any one or more of the reservations, restrictions or conditions (or portions thereof) contained in this deed shall, for any reason, be held to be invalid, illegal or legally unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of that provision or any other provision hereof (whether or not clearly divisible from such provision or portion thereof), and the above reservations, restrictions and conditions shall be construed and interpreted in the manner which is valid, legal and legally enforceable, and which is most nearly consistent with the intention of Grantor and Grantee as evidenced by the above reservations, restrictions and conditions.

5. Neither Grantee nor its successors, assigns or legal representatives, lessees, or sublessees, shall conduct or permit the conduct on the Real Property of, and the Real Property shall not be used for the sale of motor fuels, and for a period of ten (10) years from the date hereof, the Real Property shall not be used for a convenience store and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises. For purposes of this restriction, the term "convenience store" shall not include a bodega, delicatessen, grocery store or food store, provided the same are not owned, operated, leased, or branded by any regionally-known (i) oil company, including but not limited to Exxon Mobil, BP, Royal Dutch Shell, Chevron, Valero, and/or Conoco Phillips, or (ii) convenience store chain, including but not limited to WAWA and/or Circle K.

6. Grantor covenants that Grantor has not done or suffered anything whereby the Real Property have been encumbered in any way whatever, except as aforesaid.

SAID Real Property now being known as and by the street address 401 West 207th Street, New York, NY 10034.

BEING the same Real Property conveyed to Grantor by deed from Hess Corporation, dated April 24, 2014 and recorded July 14, 2014 in the Office of the City Register of the City of New York at CRFN 2014000233759.

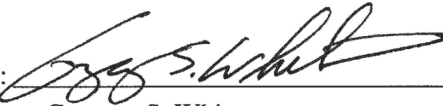
[SIGNATURE PAGE TO FOLLOW]

Deed
Site No. 7822

IN WITNESS WHEREOF, Grantor has duly executed this deed this 15 day of March, 2022 but is made effective as of MARCH 16, 2022 ("Effective Date").

GRANTOR:

SPEEDWAY LLC, a Delaware limited liability company

By: 

Name: Gregory S. Whitman

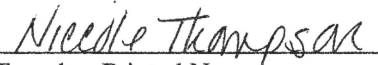
Title: Vice President

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Outside of New York State)

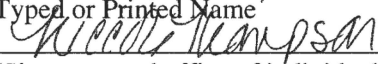
State, District of Columbia, Territory, Possession, or Foreign Country
STATE OF OHIO, COUNTY OF CLARK)

ss.:

On the 15 day of March in the year 2022 before me, the undersigned, personally appeared Gregory S. Whitman, 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), 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, and that such individual made such appearance before the undersigned in the Exon, OH. (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).



Typed or Printed Name



(Signature and office of individual taking acknowledgment.)

My Commission Expires: Dec. 19, 2026



Nicole Thompson
Notary Public, State of Ohio
My Commission Expires:
December 19, 2026

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Site No. 7822

EXHIBIT A

Property Description

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

BEGINNING at a point formed by the intersection of the northerly building line of West 207th Street and the westerly building line of 9th Avenue;

THENCE westwardly along the northerly building line of West 207th Street, a distance of 294.42 feet;

THENCE northwardly along a line perpendicular to the course last described, a distance of 28.5 feet;

THENCE northeastwardly along a line making on the southerly side thereof an angle of 125 degrees 38 minutes no seconds with the course last described, a distance of 115.58 feet;

THENCE southeastwardly along a line perpendicular to the course described, a distance of 5.59 feet;

THENCE northeastwardly along a line perpendicular to the course last described, a distance of 113.29 feet;

THENCE southwardly along a line making on the westerly side thereof an angle of 54 degrees 22 minutes no seconds with the course last described, a distance of 62.19 feet;

THENCE eastwardly along a line perpendicular to the course last described, a distance of 105.15 feet to a point on the westerly building line of 9th Avenue;

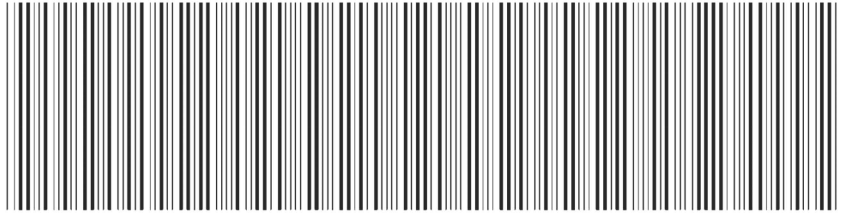
THENCE southwardly along the westerly building line of 9th Avenue a distance of 95.1 feet to the point or place of BEGINNING.

Note: Address, Block & Lot shown for informational purposes only

Designated as Block 2189, Lot 60, New York County and also known as Parcel I: 401 West 207th Street, New York, NY 10034.

Deed
Site No. 7822

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022032500545001003S7C68

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2022032500545001

Document Date: 03-16-2022

Preparation Date: 03-25-2022

Document Type: DEED

ASSOCIATED TAX FORM ID: 2022031400226

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 401 WEST 207 STREET MANHATTAN 10034
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name 401 W 207TH REALTY LLC
 LAST NAME / COMPANY FIRST NAME

3761 10TH AVENUE REALTY CORP
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
 LAST NAME / COMPANY FIRST NAME

STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐
 7. New Construction on Vacant Land ☐

8. Seller Name SPEEDWAY LLC
 LAST NAME / COMPANY FIRST NAME

LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 10 / 14 / 2021
 Month Day Year

11. Date of Sale / Transfer 3 / 16 / 2022
 Month Day Year

12. Full Sale Price \$ 2 5 0 0 0 0 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

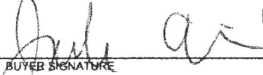
15. Building Class G, 3 16. Total Assessed Value (of all parcels in transfer) 1 0 7 9 1 0 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

 MANHATTAN 2189 60

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.

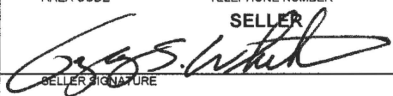
BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE 		DATE 03/16/2012	LAST NAME	FIRST NAME
STREET NUMBER 401 W 207TH ST			TELEPHONE NUMBER	
STREET NAME (AFTER SALE)			AREA CODE	TELEPHONE NUMBER
CITY OR TOWN NEW YORK			SELLER	
STATE NY			DATE	
ZIP CODE 10034			SELLER SIGNATURE	

2022031400226201

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	
1795 CONEY ISLAND AVE SUITE 200							
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE		TELEPHONE NUMBER	
BROOKLYN		NY		11230			
CITY OR TOWN		STATE		ZIP CODE		DATE	
				SELLER SIGNATURE		DATE	
						3/16/12	

2022031400226201

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.

SELLERS

Seller Signature Date

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Seller Signature	Date
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Seller Signature _____ Date _____

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Seller Signature _____ Date _____

Seller Signature _____ Date _____

14/15



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: 2189 LOT: 60
- (2) Property Address: 401 WEST 207 STREET, NEW YORK, NY 10034
- (3) Owner's Name: 401 W 207TH REALTY LLC
- Additional Name: 3761 10TH AVENUE REALTY CORP

Affirmation:



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

Customer Billing Information:

Please Note:

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

Owner's Approval:

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

Print Name of Owner:

Signature: [Signature] 3-16-22 Date (mm/dd/yyyy)

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

**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: 401 West 207th Street Redevelopment **DEC Site ID No.** C231151

II. Contact Information of Person Submitting Notification:

Name: Christine Leas
Address1: 560 Lexington Ave, 15th floor
Address2: New York, NY
Phone: 646.378.7267 E-mail: cleas@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): 03/16/2022

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

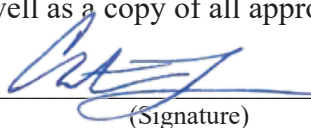
As described in the BCP application, at the time of application, the Applicant 401 W 207th Realty LLC was in contract to purchase the site. Title was transferred to tenants in common 401 W 207th Realty LLC (80% undivided interest) and 3761 10th Avenue Realty Corp. (20% undivided interest) by deed on March 16, 2022.

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:


(Signature)

04/27/2022

(Date)

Christine Leas

(Print Name)

Address1: Sive, Paget & Riesel, P.C.

Address2: 560 Lexington Ave, 15th floor, New York, NY 10022

Phone: 646.378.7267

E-mail: cleas@sprlaw.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: 401 W 207th Realty LLC

Address1: 40 Oser Avenue, Suite 4

Address2: Hauppauge, NY 11788

Phone: 917.846.1115

E-mail: kohnjacob@gmail.com

Certifying Party Name:

Address1:

Address2:

Phone:

E-mail:

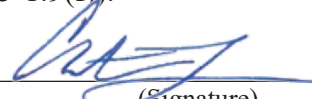
VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner 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)

04/27/2022

(Date)

Christine Leas

(Print Name)

Address1: Sive, Paget & Riesel, P.C.

Address2: 560 Lexington Ave, 15th floor, New York, NY 10022

Phone: 646.378.7267

E-mail: cleas@sprlaw.com

Continuation Sheet

☒ ~~Prospective~~ Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: 3761 10th Avenue Realty Corp.
Address1: 84 Kosciuszko St.
Address2: Brooklyn, NY 11205
Phone: 212.569.8713 E-mail: 333scd@gmail.com

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____

☐ Prospective Owner/Holder ☐ Prospective Remedial Party ☐ Prospective Owner Representative
Name: _____
Address1: _____
Address2: _____
Phone: _____ E-mail: _____