



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

Check the appropriate box below based on the nature of the amendment modification requested:

☒ Amendment to [check one or more boxes below]

- ☒ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

applicant(s) to the existing Brownfield Cleanup Agreement [*Complete Section I-IV below and Part II*]

Does this proposed amendment involve a transfer of title to all or part of the brownfield site? ☒ Yes ☐ No

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)

Please provide a brief narrative on the nature of the amendment:

- (1) "21-25 31 Street LLC," the applicant, acquired title to the site on 01/12/2015. See Exhibit C for narrative of ownership.
- (2) The site was subsequently transferred to "RFC 31 Street I LLC", the new requestor.
- (3) "RFC 31 Street Holdings, LLC," the sole member of the current fee owner "RFC 31 Street I LLC," is also being added as a new requestor.
- (4) The property listed in the existing Brownfield Cleanup Agreement was designated as tax lot 831-20. Tax lot 831-20 was merged with tax lot 831-18 and a portion of Parcel No. 831-25. The surviving parcel designation is now tax lot 831-18. The boundaries of the site included in the BCA have not changed.

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

Section I. Existing Agreement Information		
BCP SITE NAME: 21-25 31st Street		BCP SITE NUMBER: C241167
NAME OF CURRENT APPLICANT(S): 21-25 31 Street LLC		
INDEX NUMBER OF EXISTING AGREEMENT: C241167-02-15 DATE OF EXISTING AGREEMENT: 3/10/15		
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME RFC 31 Street I LLC		
ADDRESS 42-15 235th Street		
CITY/TOWN Douglaston, NY		ZIP CODE 11363
PHONE 718-229-4488	FAX N/A	E-MAIL jpetras@rockfarmerproperties.com
Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" 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. See Exhibit A.1, attached hereto. 		
NAME OF NEW REQUESTOR'S REPRESENTATIVE John C. Petras		
ADDRESS 42-15 235th Street		
CITY/TOWN Douglaston, NY		ZIP CODE 11363
PHONE 718-229-4488	FAX N/A	E-MAIL jpetras@rockfarmerproperties.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Matthew Carroll, P.E.		
ADDRESS 121 West 27th Street, Suite 1004		
CITY/TOWN New York, New York		ZIP CODE 10001
PHONE 646-606-2332	FAX 646-606-2379	E-MAIL mcarroll@tenen-env.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) John-Patrick Curran, Sive, Paget & Riesel, P.C.		
ADDRESS 560 Lexington Avenue		
CITY/TOWN New York, New York		ZIP CODE 10022
PHONE 646-378-7215	FAX N/A	E-MAIL jpcurran@sprlaw.com
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? See Exhibit B.1. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant:		
<p>New requestor - RFC 31 Street I LLC - is the current fee owner of the site. New requestor obtained title to the site by virtue of a deed from 20 RFC Astoria, LLC, dated August 8, 2018.</p> <p>20 RFC Astoria, LLC obtained its title to the site by virtue of a deed dated December 1, 2016 from the existing applicant, 21-25 31 Street LLC, among others.</p>		

New Requestor - RFC 31 Street I LLC

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor) RFC 31 Street I LLC

ADDRESS 42-15 235th Street

CITY/TOWN Douglaston, NY

ZIP CODE 11363

PHONE 718-229-4488

FAX N/A

E-MAIL jpetras@rockfarmerproperties.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.

Requestor's Relationship to Property (check one):

☐ Prior Owner ☒ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

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

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

New Requestor - RFC 31 Street Holdings, LLC

Section I. Existing Agreement Information		
BCP SITE NAME: 21-25 31st Street		BCP SITE NUMBER: C241167
NAME OF CURRENT APPLICANT(S): 21-25 31 Street LLC		
INDEX NUMBER OF EXISTING AGREEMENT: C241167-02-15 DATE OF EXISTING AGREEMENT: 3/10/15		
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)		
NAME RFC 31 Street Holdings, LLC		
ADDRESS 42-15 235th Street		
CITY/TOWN Douglaston, NY		ZIP CODE 11363
PHONE 718-229-4488	FAX N/A	E-MAIL jpetras@rockfarmerproperties.com
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. See Exhibit A.2, attached hereto.		
NAME OF NEW REQUESTOR'S REPRESENTATIVE John C. Petras		
ADDRESS 42-15 235th Street		
CITY/TOWN Douglaston, NY		ZIP CODE 11363
PHONE 718-229-4488	FAX N/A	E-MAIL jpetras@rockfarmerproperties.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Matthew Carroll, P.E.		
ADDRESS 121 West 27th Street, Suite 1004		
CITY/TOWN New York, New York		ZIP CODE 10001
PHONE 646-606-2332	FAX 646-606-2379	E-MAIL mcarroll@tenen-env.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) John-Patrick Curran, Sive, Paget & Riesel, P.C.		
ADDRESS 560 Lexington Avenue		
CITY/TOWN New York, New York		ZIP CODE 10022
PHONE 646-378-7215	FAX N/A	E-MAIL jpcurran@sprlaw.com
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? See Exhibit B.2. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Describe Requestor's Relationship to Existing Applicant: New requestor, RFC 31 Street Holdings, LLC is the sole member of RFC 31 Street I LLC, which is the current fee owner of the site. As previously noted, RFC 31 Street I LLC acquired title to the site from 20 RFC Astoria, LLC, which acquired title to the site from the existing applicant, 21-25 31 Street LLC, among others.		

Section III. Current Property Owner/Operator Information (only include if new owner/operator or new existing owner/operator information is provided, and highlight new information)

OWNER'S NAME (if different from requestor) RFC 31 Street I LLC

ADDRESS 42-15 235th Street

CITY/TOWN Douglaston, NY

ZIP CODE 11363

PHONE 718-229-4488

FAX N/A

E-MAIL jpetras@rockfarmerproperties.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.

Requestor's Relationship to Property (check one):

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☒ Other Member of Current Owner

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. See Exhibit D, attached hereto.

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

ADDRESS 21-25 31st Street

CITY/TOWN Astoria, New York

ZIP CODE 11105

TAX BLOCK AND LOT (TBL) (in existing agreement)

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
21-25 31st Street, Astoria	831-20		831	20	.270

Check appropriate boxes below:



Changes to metes and bounds description or TBL correction



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

Approximate acreage added: _____

ADDITIONAL PARCELS:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
21-25 31st Street	831-18		831	18	0.270



Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

Parcel Address	Parcel No.	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.

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 checked="" 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. The site was accepted into the BCP before July 1, 2015 (Gen II)	
<input checked="" 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 checked="" type="checkbox"/> No	
2. Is the property upside down as defined below?	
<input type="checkbox"/> Yes <input checked="" 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 checked="" 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: 21-25 31st Street	BCP SITE NUMBER: C241167
NAME OF CURRENT APPLICANT(S): 21-25 31 Street LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C241167-02-15	
EFFECTIVE DATE OF EXISTING AGREEMENT: March 10, 2015	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
(Individual) I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: _____ Signature: _____ Print Name: _____
(Entity) I hereby affirm that I am (title <u>an authorized Signatory</u>) of (entity <u>RFC 31 Street I LLC</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. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: <u>8-30-19</u> Signature:  Print Name: <u>John C. Petras</u>

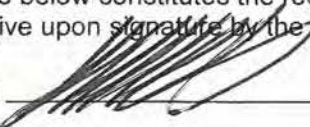
PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: 21-25 31st Street	BCP SITE NUMBER: C241167
NAME OF CURRENT APPLICANT(S): 21-25 31 Street LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C241167-02-15	
EFFECTIVE DATE OF EXISTING AGREEMENT: March 10, 2015	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
(Individual) I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: _____ Signature: _____ Print Name: _____
(Entity) I hereby affirm that I am (title <u>Managing Member</u>) of (entity <u>RFC 31 Street Holdings, LLC</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. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department. Date: <u>8-20-19</u> Signature:  Print Name: <u>John C. Petras</u>

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 21-25 31 Street 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. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 8-00-19 Signature: 

Print Name: John C. Petras

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

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:

Signature by the Department:

DATED: 9/13/19

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: 

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

SUBMITTAL INFORMATION:

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

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

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: _____

EXHIBIT A

NYS Department of State Corporation & Business Entity Database

Print-out for RFC 31 Street I LLC (Exhibit A.1)

Print-out for RFC 31 Street Holdings, LLC (Exhibit A.2)

EXHIBIT A.1

Print-out for RFC 31 Street I LLC (Exhibit A.1)

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 9, 2019.

Selected Entity Name: RFC 31 STREET I LLC

Selected Entity Status Information

Current Entity Name: RFC 31 STREET I LLC

DOS ID #: 5035588

Initial DOS Filing Date: NOVEMBER 08, 2016

County: QUEENS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

JOHN C. PETRAS

42-01 235TH STREET

DOUGLASTON, NEW YORK, 11363

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

***Stock Information**

of Shares

Type of Stock

\$ Value per Share

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
NOV 08, 2016	Actual	RFC 31 STREET I LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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EXHIBIT A.2

Print-out for RFC 31 Street Holdings, LLC

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 9, 2019.

Selected Entity Name: RFC 31 STREET HOLDINGS, LLC

Selected Entity Status Information

Current Entity Name: RFC 31 STREET HOLDINGS, LLC

DOS ID #: 4832931

Initial DOS Filing Date: OCTOBER 13, 2015

County: QUEENS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

JOHN C. PETRAS

42-01 235TH STREET

DOUGLASTON, NEW YORK, 11363

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

***Stock Information**

of Shares

Type of Stock

\$ Value per Share

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
OCT 13, 2015	Actual	RFC 31 STREET HOLDINGS, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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EXHIBIT B

Proof of Authority to Bind Requestors

Resolution of RFC 31 Street I LLC (Exhibit B.1)

Resolution of RFC 31 Street Holdings, LLC (Exhibit B.2)

EXHIBIT B.1

Proof of Authority to Bind Requestor

Resolution of RFC 31 Street I LLC

**RESOLUTION ADOPTED BY
RFC 31 STREET I LLC**

The undersigned hereby certifies that he is an authorized signatory of RFC 31 Street I LLC, a New York limited liability company (the "**Company**"), and further certifies as follows:

WHEREAS, the Company is the current fee owner of the property located at 21-25 31st Street, Astoria, New York (the "**Property**"); and

WHEREAS, 21-25 31 Street LLC applied to be admitted as a Volunteer in the New York State Brownfield Cleanup Program ("**BCP**") in connection with Property; and

WHEREAS, the New York State Department of Environmental Conservation ("**DEC**") determined that the Property was eligible to participate in the BCP and that 21-25 31 Street LLC is participating as a Volunteer as defined in Environmental Conservation Law §27-1405(I)(b); and

WHEREAS, 21-25 31 Street LLC and DEC executed a Brownfield Site Cleanup Agreement, Site No. C241167 (the "**BCA**") dated March 10, 2015; and

WHEREAS, 21-25 31 Street LLC transferred its interest in the Property to 20 RFC Astoria, LLC; and

WHEREAS, 20 RFC Astoria, LLC subsequently transferred its interest in the Property to the Company; and

WHEREAS, RFC 31 Street Holdings, LLC is the sole member of the Company; and

WHEREAS, RFC 31 Street Holdings, LLC has authorized the undersigned to act on behalf of the Company and take all measures necessary to fulfill the obligations under the BCA and the BCP; and

WHEREAS, the Company deems it advisable and in the best interests of the Company to amend the BCA to add the Company and RFC 31 Street Holdings, LLC, as co-applicants with 21-25 31 Street LLC and to authorize and approve the execution and delivery of a BCP Application to Amend Brownfield Cleanup Agreement and Amendment.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned is authorized to execute the BCP Application to Amend Brownfield Cleanup Agreement and Amendment on behalf of the Company to add the Company, 20 RFC Astoria, LLC and RFC 31 Street Holdings, LLC as co-applicants and to undertake all measures necessary to fulfill the obligations under the BCA and the BCP, including the execution of documents

granting an easement to DEC over the Property and any portion thereof (the "**Consent**"); and it is further

RESOLVED, that a facsimile copy of a signature shall be deemed an original signature under this Consent.

IN WITNESS WHEREOF, the undersigned has executed this written Consent in the capacity noted below as-of this 26 day of August 2019.

RFC 31 STREET I LLC

By: 

Name: John C. Petras

Title: Authorized Signatory

EXHIBIT B.2

Proof of Authority to Bind Requestor

Resolution of RFC 31 Street Holdings, LLC

**RESOLUTION ADOPTED BY
RFC 31 STREET HOLDINGS, LLC**

The undersigned hereby certifies that he is the duly appointed and acting Managing Member of RFC 31 Street Holdings, LLC, a New York limited liability company (the "Company"), and further certifies as follows:

WHEREAS, the Company is the sole member of RFC 31 Street I LLC, the current fee owner of the property located at 21-25 31st Street, Astoria, New York (the "**Property**"); and

WHEREAS, 21-25 31 Street LLC applied to be admitted as a Volunteer in the New York State Brownfield Cleanup Program ("**BCP**") in connection with the Property; and

WHEREAS, the New York State Department of Environmental Conservation ("**DEC**") determined that the Property was eligible to participate in the BCP and that 21-25 31 Street LLC is participating as a Volunteer as defined in Environmental Conservation Law §27-1405(I)(b); and

WHEREAS, 21-25 31 Street LLC and DEC executed a Brownfield Site Cleanup Agreement, Site No. C241167 (the "**BCA**") dated March 10, 2015; and

WHEREAS, 21-25 31 Street LLC transferred its interest in the Property to 20 RFC Astoria, LLC; and

WHEREAS, 20 RFC Astoria, LLC subsequently transferred its interest in the Property to RFC 31 Street I LLC; and

WHEREAS, the Company is the sole member of RFC 31 Street I LLC; and

WHEREAS, the Company deems it advisable and in the best interests of the Company to amend the BCA to add the Company and RFC 31 Street I, LLC, as co-applicants with 21-25 31 Street LLC and to authorize and approve the execution and delivery of a BCP Application to Amend Brownfield Cleanup Agreement and Amendment.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned is authorized to execute the BCP Application to Amend Brownfield Cleanup Agreement and Amendment on behalf of the Company to add the Company and RFC 31 Street I LLC as co-applicants and to undertake all measures necessary to fulfill the obligations under the BCA and the BCP (the "**Consent**"); and it is further

RESOLVED, that a facsimile copy of a signature shall be deemed an original signature under this Consent.

IN WITNESS WHEREOF, the undersigned has executed this written Consent in the capacity noted below as of this 31 day of August 2019.

RFC 31 STREET HOLDINGS, LLC

By: 

Name: John C. Petras

Title: Managing Member & Authorized Signatory

EXHIBIT C

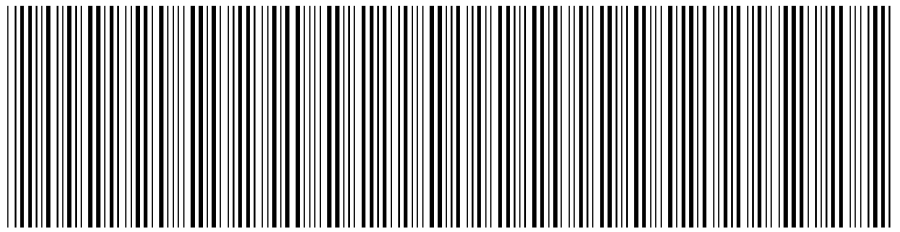
Narrative for History of Site Ownership

Narrative for History of Site Ownership

1. The current Brownfield Cleanup Agreement, dated March 10, 2015, (the “**BCA**”) was granted from a Brownfield Cleanup Program Application submitted to NYSDEC on November 11, 2014 (the “**BCP Application**”).
2. When the BCP Application was submitted, the existing applicant 21-25 31 Street LLC was a prospective purchaser of the subject site. At the time, the subject site was owned by: (a) Heller Astoria LLC (“**Heller**”); (b) Rosenberg Astoria LLC (“**Rosenberg**”); and (c) Schwab-Astoria LLC (“**Schwab**”)
3. Between submission of the BCP Application and execution of the BCA, the existing applicant 21-25 31 Street LLC obtained fee ownership of the subject site from Heller, Rosenberg, and Schwab (see Deed, appended hereto).
4. The existing applicant 21-25 31 Street LLC subsequently transferred its ownership interest in the subject site to 20 RFC Astoria, LLC.
5. Subsequently, 20 RFC Astoria, LLC transferred its interest in the subject site to the current owner and new requestor, RFC 31 Street I LLC.

**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.



2015011600802001004EEACF

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 9

Document ID: 2015011600802001

Document Date: 01-12-2015

Preparation Date: 03-06-2015

Document Type: DEED

Document Page Count: 7

PRESENTER:

FIDELITY NATIONAL TITLE INS. COMPANY
485 LEXINGTON AVENUE, 18TH FLOOR
NEW YORK, NY 10017
212-481-5858
amy.bernstein@fnf.com/ title no. 14-32557-Q

RETURN TO:

MEISTER SEELING & FEIN LLP
125 PARK AVENUE
7TH FLOOR
NEW YORK, NY 10017
Attn: Matthew Kasinford, Esq.

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	831	20	Entire Lot	21-25 31ST STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

HELLER ASTORIA LLC
717 WESTHOLME AVENUE
LOS ANGELES, CA 90024

GRANTEE/BUYER:

SAG 21-25 LLC
C/O DOUGLASTON REALTY MANAGEMENT CORP.,
42-01 235TH STREET
DOUGLASTON, NY 11363

☒ 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:

\$ 0.00

NYC Real Property Transfer Tax:

Ref.No. 2015000055608 PREPAID \$ 166,937.50

NYS Real Estate Transfer Tax:

Ref.No. 4502436/45002434 PREPAID \$ 28,013.17

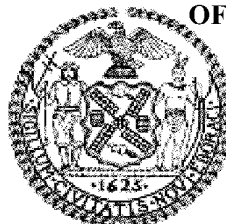
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 03-06-2015 11:34

City Register File No.(CRFN):

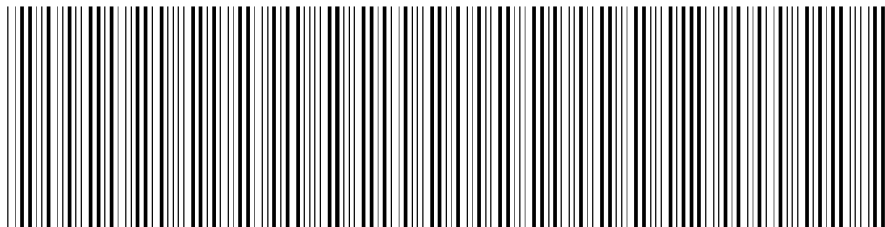
2015000076839



Annette McMill

City Register Official Signature

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



2015011600802001004CE84F

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 9

Document ID: 2015011600802001

Document Date: 01-12-2015

Preparation Date: 03-06-2015

Document Type: DEED

PARTIES

GRANTOR/SELLER:

ROSENBERG ASTORIA LLC
400 EAST 51ST STREET, 4F
NEW YORK, NY 10022

GRANTOR/SELLER:

SCHWAB-ASTORIA LLC
10940 WILSHIRE BOULEVARD, STE. 2250
LOS ANGELES, CA 90024

PARTIES

GRANTEE/BUYER:

HMP ENTERPRISES II LLC
C/O DOUGLASTON REALTY MANAGEMENT CORP.,
42-01 235TH STREET
DOUGLASTON, NY 11363

GRANTEE/BUYER:

21-25 31 STREET LLC
C/O DOUGLASTON REALTY MANAGEMENT CORP.,
42-01 235TH STREET
DOUGLASTON, NY 11363

**BARGAIN AND SALE DEED WITHOUT COVENANT AGAINST
GRANTOR (CORPORATION)**

STATUTORY FORM BB

THIS IS A LEGALLY BINDING INSTRUMENT. IF NOT FULLY UNDERSTOOD, WE
RECOMMEND ALL PARTIES TO THE INSTRUMENT CONSULT AN ATTORNEY BEFORE
SIGNING.

THIS INDENTURE, made the 12th day of January, Two Thousand Fifteen,

between Heller Astoria LLC, a New York limited liability company with an undivided one third interest with an address at 717 Westholme Avenue, Los Angeles, CA 90024; Rosenberg Astoria LLC, a New York limited liability company with an undivided one third interest with an address at 400 East 51st Street, 4F, New York, NY 10022; and Schwab-Astoria LLC, a New York limited liability company with an undivided one third interest as tenants in common with an address at 10940 Wilshire Boulevard, Ste. 2250 Los Angeles, CA 90024,

party of the first part, and

SAG 21-25 LLC, as to a 12.5% tenant in common interest, HMP Enterprises II LLC as to a 39.0% tenant in common interest and 21-25 31 Street LLC as to a 48.5% tenant in common interest, each with an office c/o Douglaston Realty Management Corp., 42-01 235th Street, Douglaston, New York 11363,

party of the second part:

WITNESSETH, that the party of the first part, in consideration of one dollar and other good and valuable consideration, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever, all City of New York, County of Queens as more fully described on Schedule A annexed;

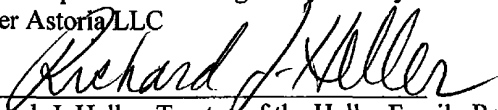
TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

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

AND the party of the first part/grantor, in compliance with Section 13 of the Lien Law, covenants that the party of the first part/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. The word "party" or "grantor" shall be construed as if it read "parties" or "grantors" whenever the sense of this document so requires.

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

Heller Astoria LLC



Richard J. Heller, Trustee of the Heller Family Revocable Trust dated March 29, 1999, as amended,
Richard J. Heller as his sole and separate property, Member, Seller
Rosenberg Astoria LLC

**See
Attached**

Elizabeth Rosenberg, Member, Seller

Schwab-Astoria LLC



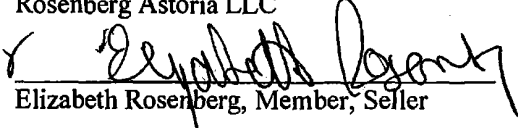
Robert Schwab, Trustee of the Robert and Louise Schwab Family Trust dated January 16, 1984, as
amended, Louise Schwab as her sole and separate property, Seller

In presence of:

**See
Attached**

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.
Heller Astoria LLC

Richard J. Heller, Trustee of the Heller Family Revocable Trust dated March 29, 1999, as amended,
Richard J. Heller as his sole and separate property, Member, Seller
Rosenberg Astoria LLC

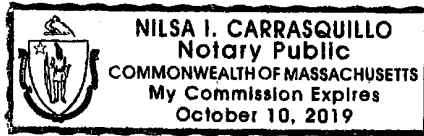

Elizabeth Rosenberg, Member, Seller

Schwab-Astoria LLC

Robert Schwab, Trustee of the Robert and Louise Schwab Family Trust dated January 16, 1984, as amended, Louise Schwab as her sole and separate property, Seller

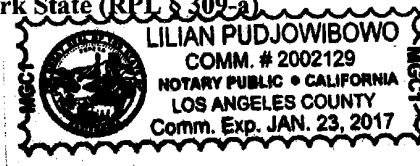
In presence of:






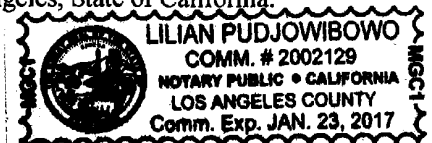
Acknowledgment by a Person Within New York State (RPL § 309-a)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.:



On the 8 day of January in the year 2015, before me, the undersigned, personally appeared Richard J. Heller, 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 executed the same in his capacity(ies), and that by his 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 City and County of Los Angeles, State of California.


(signature and office of individual taking acknowledgment)



Acknowledgment by a Person Within New York State (RPL § 309-a)

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

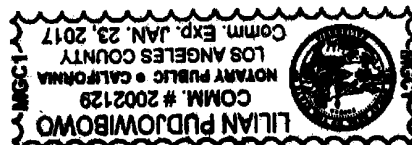
On the day of January in the year 2015, before me, the undersigned, personally appeared Elizabeth Rosenberg, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that she executed the same in her capacity(ies), and that by her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

See
Attached

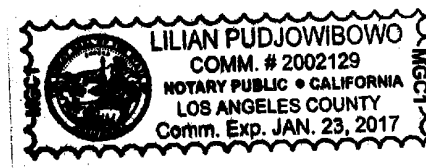
Acknowledgment by a Person Within New York State (RPL § 309-a)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.:



On the 8 day of January in the year 2015, before me, the undersigned, personally appeared Robert Schwab, 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 executed the same in his capacity(ies), and that by his 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 City and County of Los Angeles, State of California.


(signature and office of individual taking acknowledgment)



Acknowledgment by a Person Within New York State (RPL § 309-a)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.:
)

On the day of January in the year 2015, before me, the undersigned, personally appeared Richard J. Heller, 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 executed the same in his capacity(ies), and that by his 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 City and County of Los Angeles, State of California.

(signature and office of individual taking acknowledgment)

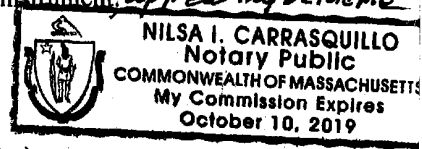
Acknowledgment by a Person Within New York State (RPL § 309-a)

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

On the *9th* day of January in the year 2015, before me, the undersigned, personally appeared Elizabeth Rosenberg, 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 she executed the same in her capacity(ies), and that by her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, *appearing before me in the State of Massachusetts, County of Suffolk*

Nilsa I. Carrasquillo

(signature and office of individual taking acknowledgment)



Acknowledgment by a Person Within New York State (RPL § 309-a)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.:
)

On the day of January in the year 2015, before me, the undersigned, personally appeared Robert Schwab, 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 executed the same in his capacity(ies), and that by his 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 City and County of Los Angeles, State of California.

(signature and office of individual taking acknowledgment)

DEED

Title No.

Heller Astoria LLC, a New York
limited liability company, Rosenberg
Astoria LLC, a New York limited
liability company, and Schwab-Astoria
LLC, a New York limited liability
company

To

21-25 31 Street LLC, a New York
limited liability company

Section

Block 831

Lot 20

County or Town Queens

Street Address 21-25 31st Street
Astoria, New York

Return By Mail To:

Matthew Kasindorf, Esq.
Meister Seelig & Fein LLP
125 Park Avenue, 7th Floor
New York, New York 10017

Reserve This Space For Use Of Recording Office

SCHEDULE A -DESCRIPTION

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

BEGINNING at a point the Southeasterly side of 31st Street (formerly 2nd Avenue and also formerly DeBovoise Avenue) as the same is laid out on the final topographical map of the Borough of Queens, 100 feet wide, distant 225 feet Southwesterly from the corner formed by the intersection of the Southeasterly side of 31st Street with the Southwesterly side of 21st Avenue (formerly Wolcott Avenue);

RUNNING THENCE Southeasterly at right angles to 31st Street 95 feet to the Northwesterly side of Leach Place;

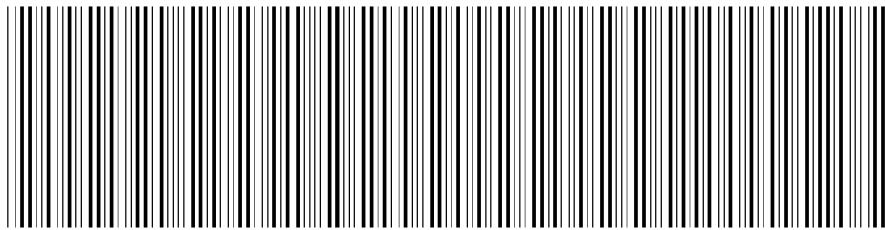
THENCE Southwesterly along said Northwesterly side of Leach Place, 125 feet;

THENCE Northwesterly at right angles to Leach Place and at right angles to the Southeasterly side of 31st Street 95 feet to the Southeasterly side of 31st Street;

THENCE Northeasterly along the Southeasterly side of 31st Street 125 feet to the point or place of BEGINNING.

Being and intended to be the same premises described in a certain deed from J.L.E.R. Associates, L.L.C., a New York limited liability company dated 12/30/13 recorded 1/7/14 in CRFN: 2014000007109.

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



2015011600802001004S244E

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2015011600802001

Document Date: 01-12-2015

Preparation Date: 03-06-2015

Document Type: DEED

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

8

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 21-25 31ST STREET QUEENS 11105
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name SAG 21-25 LLC
 LAST NAME / COMPANY FIRST NAME

HMP ENTERPRISES II, LLC
 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

5. Deed Property Size FRONT FEET ☒ X DEPTH OR ACRES

8. Seller Name HELLER ASTORIA LLC
 LAST NAME / COMPANY FIRST NAME

ROSENBERG ASTORIA LLC
 LAST NAME / COMPANY FIRST NAME

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

Check the boxes below as they apply:

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

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 4 / 3 / 2014
 Month Day Year

11. Date of Sale / Transfer 1 / 12 / 2015
 Month Day Year

12. Full Sale Price \$ 635,000.00
 (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 K, 1 16. Total Assessed Value (of all parcels in transfer) 1,019,700.00
 17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
 QUEENS 831 20

201501080007920103

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.

See
Attached


BUYER**BUYER'S ATTORNEY**

BUYER SIGNATURE		DATE		LAST NAME		FIRST NAME	
C/O DOUGLASTON REALTY MANAGEMENT CORP. 42-01 235TH STREET							
STREET NUMBER		STREET NAME (AFTER SALE)		AREA CODE		TELEPHONE NUMBER	
DOUGLASTON							
CITY OR TOWN		STATE		ZIP CODE		SELLER SIGNATURE	
		NY		11363		1/8/15	

2015010800079201

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		1/8/15 DATE		BUYER'S ATTORNEY	
C/O DOUGLASTON REALTY MANAGEMENT CORP. 42-01 235TH STREET STREET NUMBER		DOUGLASTON STREET NAME (AFTER SALE)		LAST NAME	
DOUGLASTON CITY OR TOWN		NY STATE		11363 ZIP CODE	
		AREA CODE		TELEPHONE NUMBER	
		SELLER SELLER SIGNATURE		1/8/15 DATE	

2015010800079201

Grantee (Buyer)

21-25 31 STREET LLC

LAST NAME / COMPANY

FIRST NAME

Grantor (Seller)

SCHWAB-ASTORIA LLC

LAST NAME / COMPANY

FIRST NAME

Grantee (Buyer)

LAST NAME / COMPANY

FIRST NAME

Grantor (Seller)

LAST NAME / COMPANY

FIRST NAME

Grantee (Buyer)

LAST NAME / COMPANY

FIRST NAME

Grantor (Seller)

LAST NAME / COMPANY

FIRST NAME

Grantee (Buyer)

LAST NAME / COMPANY

FIRST NAME

Grantor (Seller)

LAST NAME / COMPANY

FIRST NAME

Grantee (Buyer)

LAST NAME / COMPANY

FIRST NAME

Grantor (Seller)

LAST NAME / COMPANY

FIRST NAME

Grantee (Buyer)

LAST NAME / COMPANY

FIRST NAME

Grantor (Seller)

LAST NAME / COMPANY

FIRST NAME

Grantee (Buyer)

LAST NAME / COMPANY

FIRST NAME

Grantor (Seller)

LAST NAME / COMPANY

FIRST NAME

Grantee (Buyer)

LAST NAME / COMPANY

FIRST NAME

Grantor (Seller)

LAST NAME / COMPANY

FIRST NAME

201501080007920103

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

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

Date _____

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2015010800079201

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.

BUYERS

[illegible]

SELLERS

**See
Attached**

[illegible]

2015010800079201

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** _____

Seller Signature _____ **Date** _____

Seller Signature _____ **Date** _____

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Seller Signature _____ **Date** _____

Seller Signature _____ **Date** _____

Seller Signature _____ **Date** _____

Seller Signature _____ **Date** _____

Seller Signature _____ **Date** _____

2015010800079201

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.

BUYERS

Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date

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
Seller Signature	Date

2015010800079201

EXHIBIT D

Access Agreement for RFC 31 Street Holdings, LLC

ACCESS AGREEMENT

This **ACCESS AGREEMENT** made as of this 1th day of August 2019, by and between RFC 31 Street I LLC (the “**Company**”), and 21-25 31 Street LLC, and RFC 31 Street Holdings, LLC (collectively, “**Grantees**”).

WHEREAS, the Company owns the real property located at 21-25 31st Street, Astoria, New York (Block 831, Lot 18), together with the buildings and improvements thereon (the “**Property**”); and

WHEREAS, 21-25 31 Street LLC applied to be admitted as a Volunteer in the New York State Brownfield Cleanup Program (“**BCP**”) in connection with Property; and

WHEREAS, the New York State Department of Environmental Conservation (“**DEC**”) determined that the Property was eligible to participate in the BCP and that 21-25 31 Street LLC is participating as a Volunteer as defined in Environmental Conservation Law §27-1405(I)(b); and

WHEREAS, 21-25 31 Street LLC and DEC executed a Brownfield Site Cleanup Agreement, Site No. C241167 (the “**BCA**”) dated March 10, 2015; and

WHEREAS, an authorized signatory of the Company and RFC 31 Street Holdings, LLC is applying to have the Company and RFC 31 Street Holdings, LLC added as co-applicants the BCA with 21-25 31 Street LLC; and

WHEREAS, following the addition of Company and RFC 31 Street Holdings, LLC as applicants to the BCA, RFC 31 Street Holdings, LLC and 21-25 31 Street LLC may require access to the Property to carry out investigatory, remedial and other related tasks required by the BCP (collectively, the “**Work**”); and

WHEREAS, the Company desires to grant such access.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors and Grantee agree as follows:

1. The Company hereby grants access and a license upon, into, under or through the Property for the purpose of the entry thereon by 21-25 31 Street LLC and RFC 31 Street Holdings, LLC, their agents, employees, architects, engineers, contractors and consultants, vehicles, equipment and materials required by any of them to satisfy tasks and obligations required by any Brownfield Cleanup Agreement entered into between 21-25 31 Street LLC and the New York State Department of Environmental Conservation.

IN WITNESS WHEREOF, this Agreement has been executed by Grantors and Grantee and is effective as of the date set forth above.

RFC 31 Street 1 LLC

By: 

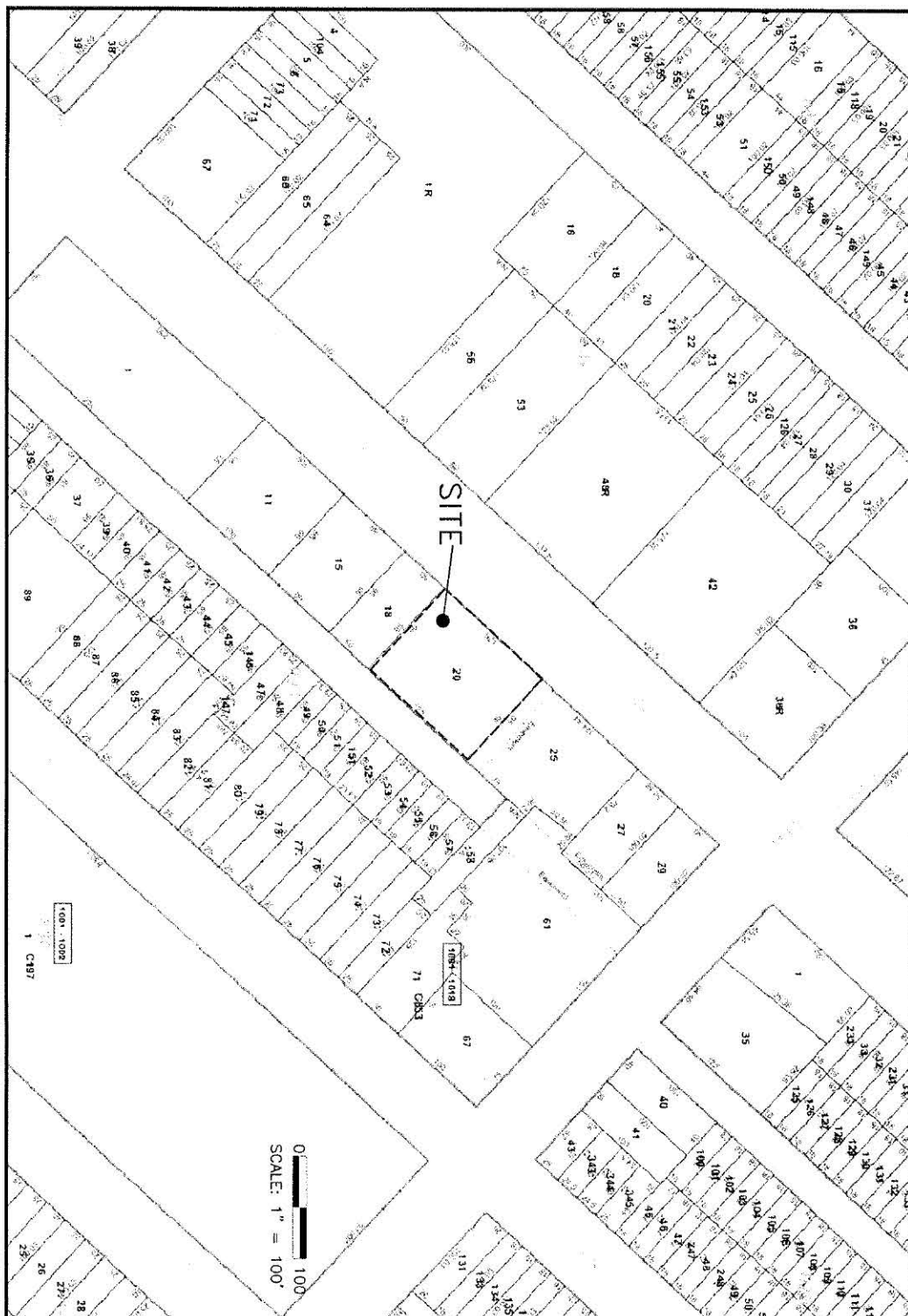
Name: John C. Petras

Title: Managing Member and Authorized
Signatory

EXHIBIT E

Tax Map

Prior to Merger of Parcel Nos. 831-18, 831-20, and Portion of 831-25



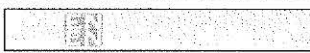
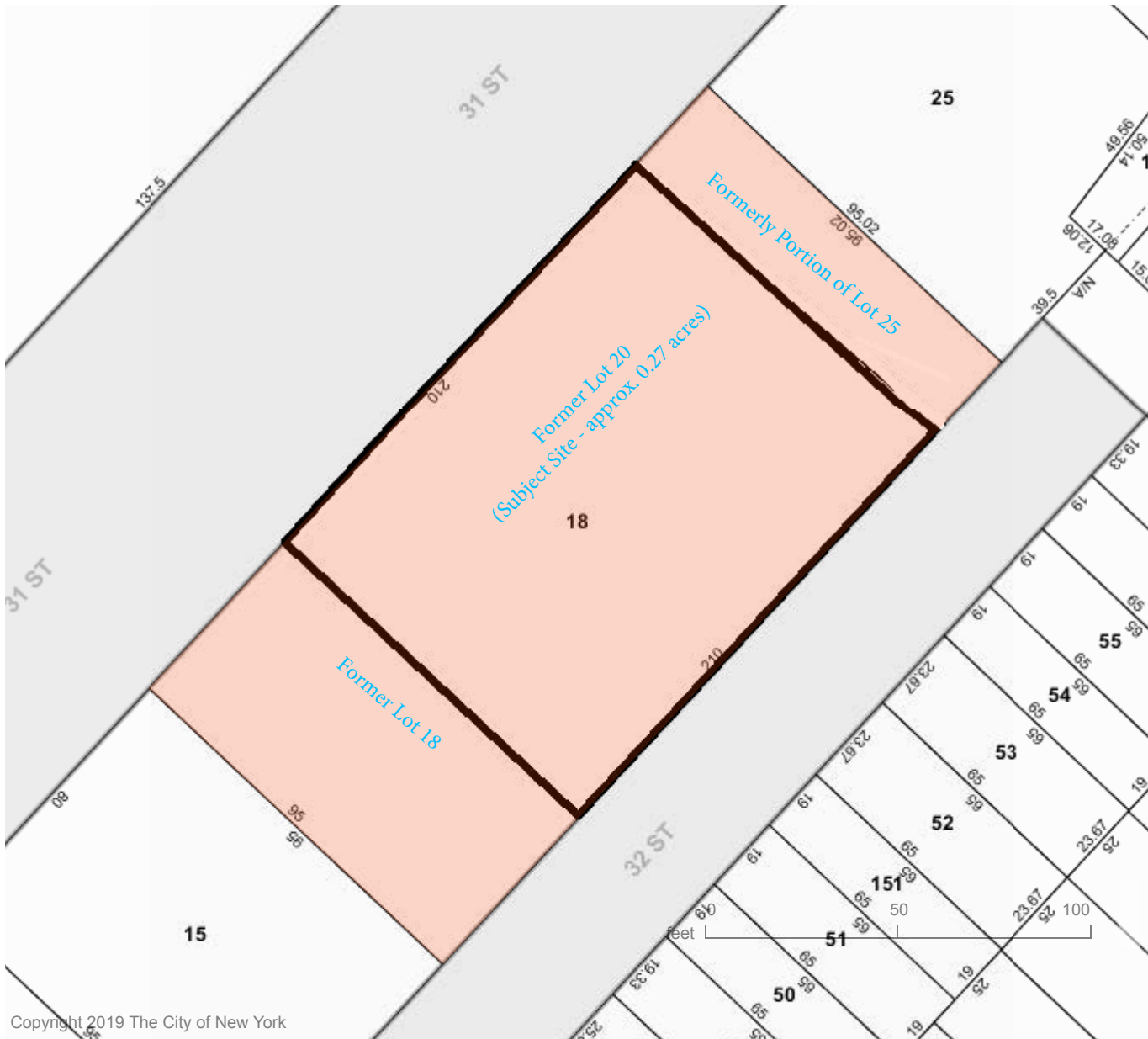
DRAWING TITLE TAX MAP	DRAWN BY JM CHECKED BY MC	CONSULTANT  TENEN ENVIRONMENTAL, LLC 121 West 27th Street Suite 1004 New York, NY 10001 O: 646-606-2332 F: 646-606-2379	CLIENT 21-25 31ST STREET QUEENS, NY
DRAWING NO. FIGURE 2	DATE 8/4/14 SCALE AS NOTED		

EXHIBIT E

Tax Map

**After Merger of Parcel Nos. 831-18, 831-20, and Portion of 831-25
(New Lot 831-18 - Subject Site Depicted)**

Note that the site subject to the BCA is unchanged

Block 831, Lot 18 - Digital Tax Map - New York City Dept. of Finance (7/2/2019)

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- | | |
|---|---|
| --- Borough Boundary | C50 Condo Flag/Condo Number |
| --- Tax Block Boundary | A50 Air Right Flag/Lot Number |
| 50 Tax Block Number | S50 Subterranean Right Flag/Lot Number |
| --- Tax Lot Boundary | R REUC Flag |
| 50 Tax Lot Number | ---- Under Water Tax Lot Boundary |
| -50- Condo FKA Tax Lot Number | ---- Other Boundary |
| 50.5 Tax Lot Dimension | └ Possession Hook |
| +/-5.5 Approximate Tax Lot Dimension | Misc Miscellaneous Text |
| 1500 - 1550 Condo Units Range Label | ○ Small Tax Lot Dimension |
| ■ Building Footprint | ■ Surface Water |