

# SIVE | PAGET | RIESEL

ADAM STOLOROW  
DIRECT DIAL: 646.378.7256  
ASTOLOROW@SPRLAW.COM

June 4, 2020

**VIA EMAIL AND FEDEX**

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

Re: HPS Parcel G (Site No. C0241226) BCA Amendment Application to Reflect  
New Site Ownership & Notice After Transfer

Dear Ms. Lewandowski,

Please find enclosed a BCA amendment application reflecting the transfer in site ownership and request for new site owner South Point Housing Development Fund Corporation to be added to the BCA as a Participant. Additionally, please find the Notice After Transfer information for the new owner and new owner's authorized representative below:

South Point Housing Development Fund Corporation  
C/O Tristan Nadal (Authorized Representative)  
432 Park Ave South, 2nd Floor  
New York, NY 10016  
[tnadal@gothamorg.com](mailto:tnadal@gothamorg.com)  
(212) 716-2540

A hard copy will follow by mail. If you have any questions or comments, please feel free to reach out. Thank you very much for your assistance in this matter.

Sincerely,



Adam Stolorow

Enclosures



## 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:

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

<b>Section I. Existing Agreement Information</b>			
BCP SITE NAME:		BCP SITE NUMBER:	
NAME OF CURRENT APPLICANT(S):			
INDEX NUMBER OF EXISTING AGREEMENT:		DATE OF EXISTING AGREEMENT:	
<b>Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)</b>			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Is the requestor authorized to conduct business in New York State (NYS)?                      Yes                      No			
<ul style="list-style-type: none"> <li>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 &amp; 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.</li> </ul>			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached?                      Yes                      No			
Describe Requestor's Relationship to Existing Applicant:			

**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)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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.**

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

ADDRESS

CITY/TOWN

ZIP CODE

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

Parcel Address

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


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

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.	Yes	No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	Yes	No
<b>Please answer questions below and provide documentation necessary to support answers.</b>		
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> for more information.	Yes	No
2. Is the property upside down as defined below?	Yes	No
<p><b>From ECL 27-1405(31):</b></p> <p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>		
3. Is the project an affordable housing project as defined below?	Yes	No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>		

## PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME:	BCP SITE NUMBER:
NAME OF CURRENT APPLICANT(S):	
INDEX NUMBER OF EXISTING AGREEMENT:	
EFFECTIVE DATE OF EXISTING AGREEMENT:	

Declaration of Amendment:

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

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

Statement of Certification and Signatures: New Requestor(s) (if applicable)
<p>(Individual)</p> <p>I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>I hereby affirm that I am (title _____) of (entity _____); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: <u>5/14/20</u> Signature: <u>Scott Short</u></p> <p>Print Name: <u>Scott Short</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 \_\_\_\_\_ (title) of \_\_\_\_\_ (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. David Picket's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/4/20 Signature:  \_\_\_\_\_

Print Name: \_\_\_\_\_

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

<p><b>PARTICIPANT</b></p> <p>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.</p>	<p><b>VOLUNTEER</b></p> <p>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.</p>
---	---

**Effective Date of the Original Agreement:**

**Signature by the Department:**

**DATED:**

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

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**FOR DEPARTMENT USE ONLY**

**BCP SITE T&A CODE:**\_\_\_\_\_ **LEAD OFFICE:**\_\_\_\_\_

**PROJECT MANAGER:**\_\_\_\_\_

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

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement and/or Application. **NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.**

**SECTION II NEW REQUESTOR INFORMATION**

Requestor Name

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

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

Requestor Address, etc.

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

Representative Name, Address, etc.

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

Consultant Name, Address, etc.

Provide information for the requestor's consultant.

Attorney Name, Address, etc.

Provide information for the requestor's attorney.

**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 in form.**

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property.

Operator Name, Address, etc.

Provide information for the new operator (if different from the new requestor or owner).

**SECTION IV****NEW REQUESTOR ELIGIBILITY INFORMATION**

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

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

NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

Property Address

Provide a street address, city/town, and zip code. For properties with multiple addresses, provide information for all.

Tax Parcel Information

Provide the tax parcel/section/block/lot information. 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, and/or acceptable site map to this application. Tax map information may be obtained from the tax assessor's office for all tax parcels that are included in the property boundaries. Attach a county tax map with identifier numbers, along with any figures needed to show the location and boundaries of the property. Include a USGS 7.5 minute quad map on which the property appears.

**ATTACHMENT A**  
**SECTION II: DOS DATABASE ENTRY**

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through May 29, 2020.

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Selected Entity Name: SOUTH POINT HOUSING DEVELOPMENT FUND CORPORATION

Selected Entity Status Information

**Current Entity Name:** SOUTH POINT HOUSING DEVELOPMENT FUND CORPORATION

**DOS ID #:** 5503968

**Initial DOS Filing Date:** FEBRUARY 28, 2019

**County:** KINGS

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC NOT-FOR-PROFIT CORPORATION

**Current Entity Status:** ACTIVE

Selected Entity Address Information

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

C/O RISEBORO COMMUNITY PARTNERSHIP INC.

217 WYCKOFF AVENUE

BROOKLYN, NEW YORK, 11237

**Registered Agent**

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, 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**

<b>Filing Date</b>	<b>Name Type</b>	<b>Entity Name</b>
OCT 09, 2019	Actual	SOUTH POINT HOUSING DEVELOPMENT FUND CORPORATION
FEB 28, 2019	Actual	HPS PARCEL F HOUSING DEVELOPMENT FUND CORPORATION

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.

[Search Results](#) [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS](#)  
[Homepage](#) | [Contact Us](#)

**ATTACHMENT B**  
**SECTION IV: REQUESTOR ELIGIBILITY INFORMATION**

**Volunteer Status of Requestor**

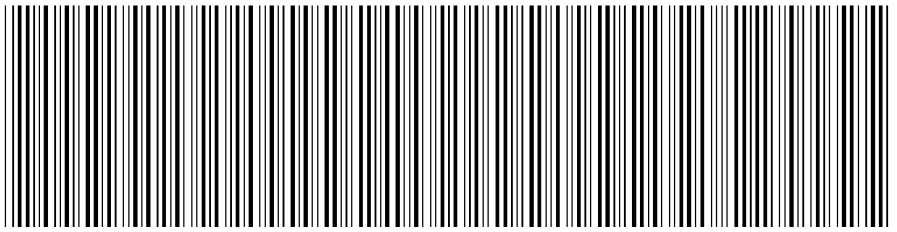
Requestor South Point Housing Development Fund Corporation meets the eligibility requirements of ECL 27-1407. In addition to the information provided in Section IV of the Brownfield Cleanup Agreement amendment application, South Point Housing Development Fund Corporation was formed as a corporation after the site had already been accepted into the BCP program. South Point Housing Development Fund Corporation has no affiliation with the previous owner(s) responsible for the contamination at the site. The corporation is seeking acceptance into the Brownfield Cleanup Program in order to clean up contamination at the site.



**ATTACHMENT C**  
**SECTION IV: DEED**

**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.



2019122400612002001E0CA7

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 25**

**Document ID: 2019122400612002**

Document Date: 12-20-2019

Preparation Date: 12-24-2019

Document Type: DEED

Document Page Count: 23

**PRESENTER:**

FIRST AMERICAN TITLE INSURANCE CO. NCS  
666 THIRD AVENUE  
3020-906721  
NEW YORK, NY 10017  
212-850-0644  
JGAMBOA@FIRSTAM.COM

**RETURN TO:**

DEPARTMENT OF HOUSING PRESERVATION AND  
DEVELOPMENT  
100 GOLD STREET, ROOM 5-S9  
NEW YORK, NY 10038

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
QUEENS	6	30	Entire Lot	N/A CENTER BOULEVARD

**Property Type:** NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot	Unit	Address
QUEENS	6	10	Entire Lot	N/A 2ND STREET

**Property Type:** NON-RESIDENTIAL VACANT LAND

☒ Additional Properties on Continuation Page

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

THE CITY OF NEW YORK, ACTING BY HPD  
CITY HALL  
NEW YORK, NY 10016

**GRANTEE/BUYER:**

SOUTH POINT HOUSING DEVELOPMENT FUND  
CORPORATION  
C/O: RISEBORO COMMUNITY PARTNERSHIP  
INC., 217 WYCKOFF AVENUE  
BROOKLYN, NY 11237

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount:	\$	0.00
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Taxable Mortgage Amount:	\$	0.00
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Exemption:

TAXES: County (Basic):	\$	0.00
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City (Additional):	\$	0.00
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Spec (Additional):	\$	0.00
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TASF:	\$	0.00
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MTA:	\$	0.00
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NYCTA:	\$	0.00
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Additional MRT:	\$	0.00
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TOTAL:	\$	0.00
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Recording Fee:	\$	158.00
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Affidavit Fee:	\$	0.00
----------------	----	------

**Filing Fee:**

\$	250.00
----	--------

**NYC Real Property Transfer Tax:**

\$	0.00
----	------

**NYS Real Estate Transfer Tax:**

\$	0.00
----	------

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

**CITY OF NEW YORK**

Recorded/Filed 12-26-2019 10:50

City Register File No.(CRFN):

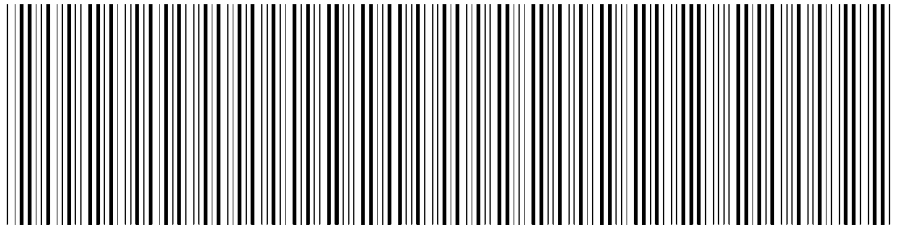
**2019000421721**



*Annette McMill*

**City Register Official Signature**

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2019122400612002001C0E27

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 25**

**Document ID: 2019122400612002**

Document Date: 12-20-2019

Preparation Date: 12-24-2019

Document Type: DEED

**PROPERTY DATA**

<b>Borough</b>	<b>Block Lot</b>	<b>Unit</b>	<b>Address</b>
QUEENS	6 20 Entire Lot		N/A 2ND STREET

**Property Type:** NON-RESIDENTIAL VACANT LAND

**THIS DEED** ("Deed"), entered into as of the 20th day of December, 2019, by and between **THE CITY OF NEW YORK**, a municipal corporation formed pursuant to the laws of the State of New York, having its principal office at City Hall, New York, New York 10007 ("City"), acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having its principal office at 100 Gold Street, New York, New York 10038 ("HPD"), as Grantor, and **SOUTH POINT HOUSING DEVELOPMENT FUND CORPORATION**, a not-for-profit corporation established pursuant to Article XI of the New York State Private Housing Finance Law and formed pursuant to the laws of the State of New York, having its principal office at c/o RiseBoro Community Partnership Inc., 217 Wyckoff Avenue, Brooklyn, New York 11237 ("Sponsor"), as Grantee.

**WHEREAS**, the City is the owner of certain real property, consisting of all those plots, pieces, or parcels of real property situated, lying, and being in the Borough and County of Queens, City and State of New York, designated on the Tax Map of the City of New York as Block 6, Lot 10 ("Lot 10"); Block 6, Lot 20 ("Lot 20"); and Block 6, Lot 30, as more particularly described in Exhibit A annexed hereto and made a part hereof ("Land"), and all buildings and improvements situated on the Land ("Improvements"); and

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

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

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

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

**WHEREAS**, in furtherance of such program, the City is undertaking an Urban Development Action Area Project for the development of the Disposition Area ("Project"), as such Project is more fully described in a certain Land Disposition Agreement ("LDA") among the City, Sponsor, and GO HPS LLC (the "Beneficial Owner"), and Regulatory Agreement ("Regulatory Agreement") among the City, the New York City Housing Development Corporation ("HDC"), Sponsor, the Beneficial Owner, and GO HPS LIHTC LLC of even date herewith; and

**WHEREAS**, HPD issued a request for proposals ("RFP") under its Mixed Income Program ("Program") for the development of the Disposition Area that, among other things, governed the selection criteria for designating a sponsor for the Disposition Area; and

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

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

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

**WHEREAS**, on October 31, 2018, by Resolution No. 590, a copy of which is annexed hereto as Exhibit B and made a part hereof, the Council, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) found that the present status of the Disposition Area tends to impair or arrest the sound growth and development of the municipality and that the proposed Urban Development Action Area Project is consistent with the policy and purposes of Section 691 of the GML, (ii) designated the Disposition Area as an Urban Development Action Area pursuant to Section 693 of the GML, and (iii) approved the project as an Urban Development Action Area Project pursuant to Section 694 of the GML; and

**WHEREAS**, on November 15, 2019, by the document annexed hereto as Exhibit C and made a part hereof, the Mayor, having held a public hearing following notice of the date, time, place, and purpose of such hearing, (i) approved the designation of Sponsor as a qualified and eligible sponsor pursuant to Section 695 of the GML, (ii) approved the sale of the Disposition Area by the City to Sponsor pursuant to Section 695 of the GML, and (iii) approved the LDA; and

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

**WHEREAS**, Sponsor intends to enter into a nominee agreement with the Beneficial Owner, pursuant to which Sponsor's only obligation will be to hold legal title and the Beneficial Owner will assume beneficial ownership interest in the Disposition Area (excluding Lot 10); and

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

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

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

1. Conveyance.

- A. Title. The City hereby conveys to Sponsor, and Sponsor accepts from the City, all right, title, and interest of the City in and to the Disposition Area, subject to, without limitation, the trust fund provisions of Section 13 of the Lien Law and all terms, covenants, and conditions of this Deed, the LDA, and the Regulatory Agreement.
- B. "As Is" Condition. Sponsor accepts the Disposition Area in its "as is" condition on the date ("Closing Date") of delivery of this Deed to Sponsor ("Closing"). The City has not made any representations or warranties regarding the condition of

the Disposition Area and neither has nor had any obligation to undertake demolition, site clearance, or site preparation. The City neither represents nor warrants any facts regarding such condition, including, but not limited to, that it will be suitable for the Project. Sponsor represents and warrants that Sponsor has inspected the Disposition Area and is fully familiar with its condition.

2. Revesting.

A. Revesting.

1. Default. Until the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the occurrence of any of the following shall constitute an event of default ("Default"):

- a. Failure to commence Construction on or before the Commencement Date;
- b. Failure to perform the Construction in accordance with the Approved Plans;
- c. Abandonment or substantial suspension of Construction before the Completion Date;
- d. Failure to both (i) complete ninety five percent (95%) of the value of Construction on or before the Completion Date in accordance with the Approved Plans, as such percentage and compliance are determined by HPD, and (ii) obtain a temporary or permanent Certificate of Occupancy on or before the Completion Date for all of the improvements on the Disposition Area;
- e. Any Prohibited Transfer without the prior written consent of HPD; and
- f. Any default or event of default under a nominee agreement which remains uncured beyond the applicable cure period.

2. Cure.

- a. Upon the occurrence of any Default, HPD shall give written notice of such Default ("Default Notice") to Sponsor and to any Holder which has previously requested such Default Notice in writing.
- b. Sponsor and any Holder shall be permitted thirty (30) days from the date of any Default Notice ("Cure Period") to cure such Default to the satisfaction of HPD ("Cure").
- c. If HPD, in its sole discretion, determines in writing that the nature of the Default makes it impossible to complete a Cure within the Cure Period, the Default Notice shall state such determination and shall specify such longer period ("Extended Cure Period") to

effectuate a Cure as HPD, in its sole discretion, shall determine; provided, however, that such Extended Cure Period shall end not later than ninety (90) days after the Completion Date. Sponsor or any Holder shall be permitted to commence the Cure of such Default and to thereafter diligently and continuously pursue the Cure of such Default during the Extended Cure Period until such Default shall be completely Cured.

- d. Any Default which is Cured within the Cure Period or, if applicable, any Extended Cure Period, shall be deemed to be a Cured Default ("Cured Default"). Any Default which is not Cured within the Cure Period or, if applicable, any Extended Cure Period, shall be deemed to be an uncured Default ("Uncured Default").
  - e. If, after the issuance of a Default Notice, such Default is Cured within the Cure Period or, if applicable, any Extended Cure Period, HPD shall issue, within thirty (30) days after receipt of a written request therefor by Sponsor or any Holder, a written notice ("Cure Notice") (i) certifying that such Default is a Cured Default, (ii) certifying that such Cured Default will not result in an exercise of the City's rights pursuant to this Section 2, and (iii) reserving the right of the City to exercise its rights pursuant to this Section 2 for any other or future Default; provided, however, that the failure to explicitly reserve any right in the Cure Notice shall not result in the waiver of any such right.
  - f. In the event of any Uncured Default, the City may, at its sole option, exercise the City's rights pursuant to Section 2.A.3.
3. Revesting. If any Uncured Default shall occur prior to the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the City may, subject to the laws of the State of New York, re-enter and take possession of the Disposition Area and terminate and re-vest in the City the estate conveyed to Sponsor, in which event all right, title, and interest of Sponsor in and to the Disposition Area shall revert to the City. Upon the issuance of a Certificate of Completion for the entire Project pursuant to Section 201.B of the LDA, the City's rights pursuant to this Section 2.A shall terminate. Upon the issuance of a Certificate of Completion for a portion of the Project pursuant to Section 201.B of the LDA, the City's right to re-vest that portion of the Project pursuant to this Section 2.A shall terminate.
4. Subordination.
- a. Notwithstanding the provisions of this Section 2.A, any re-vesting of title in the City pursuant to the terms of this Deed or the LDA shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way (i) the lien of any mortgage ("Mortgage") held by a Holder which is authorized by the LDA, or (ii) any rights

or interests provided in the LDA for the protection of the Holder of such Mortgage.

- b. Upon the request of Sponsor, the City shall deliver to the Holder at the Closing an instrument in recordable form, whereby the City's rights and interests and Sponsor's covenants under this Deed and the LDA (except for the provisions of Section 202 of the LDA and any provisions which would control by operation of law even in the absence of this Deed and the LDA) are subordinated to the lien of the Mortgage in the event that Sponsor ceases to hold title to the Disposition Area as a result of the Holder's exercise of a remedy for the Sponsor's default under the Loan Documents.
    - c. If, after the issuance of any Default Notice, any Holder shall Cure the Default before the expiration of the Cure Period (or, if applicable, any Extended Cure Period), such Holder may add the cost of Curing such Default to the Mortgage debt and to the lien of its Mortgage.
  - B. Assignment of Surplus Money. If title to the Disposition Area is revested in the City pursuant to this Section 2, and HPD thereafter determines to sell all or any portion of the Disposition Area, the proceeds thereof, if any, shall be retained by HPD. Sponsor hereby assigns to HPD any surplus money paid into a court as the result of any foreclosure of any lien on any portion of the Disposition Area prior to the issuance of the Certificate of Completion for that portion. Sponsor shall execute an assignment of surplus money in recordable form if the City, in its sole discretion, determines that such a document is necessary in order to effectuate such assignment.
  - C. Other Remedies. Notwithstanding any provisions of this Section 2 to the contrary, the remedies of the City pursuant to this Section 2 shall not be exclusive. With respect to any Default, the remedies of the City pursuant to this Section 2 shall be in addition to and concurrent with all other defenses, rights, and remedies which the City has, will have, or may have pursuant to this Deed, the LDA, the Regulatory Agreement, the Loan Documents, or any other agreement between Sponsor and the City (collectively, "Project Documents"), or under law, equity, or otherwise. With respect to any violation of any Project Document which is not a Default, the City shall retain each and every defense, right, and remedy which the City has, will have, or may have pursuant to this Deed or any other Project Document or under law, equity, or otherwise.
3. No Transfer. Prior to issuance of a Certificate of Completion for the entire Project by the City pursuant to Section 201.B of the LDA, there shall be no transfer of title to the Disposition Area or change of ownership interest in Sponsor except in accordance with Article III of the LDA.
4. Program Compliance And Non-Discrimination. Sponsor, by its acceptance and execution of this Deed, covenants and agrees, for and on behalf of itself, its successors and assigns, and every successor in interest to the Disposition Area, or any part thereof, to be bound by the following covenants, which shall be binding for the benefit of the City



and enforceable by the City against Sponsor and its successors and assigns to the fullest extent permitted by law and equity:

- A. Sponsor, its successors and assigns shall devote the Disposition Area to the uses specified in, and shall otherwise comply with, the LDA, the Regulatory Agreement, and the other Project Documents.
  - B. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall comply with all applicable federal, state, and local laws in effect from time to time prohibiting discrimination or segregation by reason of actual or perceived age, race, creed, religion, gender, gender identity or gender expression, sex, color, national origin, ancestry, sexual orientation, disability, marital status, status as a victim of domestic violence, stalking, and sex offenses, partnership status, presence of a service or emotional support animal, familial status, alienage status, citizenship status, lawful source of income (including income derived from social security, or any form of federal, state, or local public government assistance or housing assistance, including Section 8 vouchers), lawful occupation, military status, because children are, may be, or would be residing with such person or persons, or any other class protected from discrimination in housing accommodations by federal, state, or local law (collectively, "Prohibited Distinctions") in the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof.
  - C. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, is restricted upon the basis of any Prohibited Distinction. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall comply with all applicable statutory and regulatory obligations to provide reasonable accommodations to individuals with disabilities.
  - D. Sponsor, its successors and assigns, and any lessees of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof, shall include the covenants of Section 4.B and Section 4.C in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of the Disposition Area or any improvements erected or to be erected thereon, or any part thereof.
5. Sponsor's Certification Pursuant to Section 695 of the GML. Sponsor hereby represents, warrants, and certifies, pursuant to Section 695 of the GML, that Sponsor is neither a former owner in fee nor the spouse of a former owner in fee of all or any part of the Disposition Area, or of any property acquired by the City through real property tax or other lien enforcement proceedings, nor is Sponsor a business entity substantially controlled by such a former owner, nor is Sponsor a successor in interest to any such former owner. If such representation, warranty, and certification by Sponsor is false in whole or in part, or if Sponsor otherwise violates or has violated Section 695 of the GML,

this Deed and the LDA shall be voidable by the City in accordance with Section 695 of the GML.

6. No Merger. Notwithstanding the specific recital in this Deed of certain of the covenants and agreements which are provided for in the LDA, the Regulatory Agreement, or any other Project Document, each and every covenant, term, provision, and condition contained in the LDA, the Regulatory Agreement, or any other Project Document shall survive this Deed and shall remain in full force and effect, and no covenant, term, provision, or condition contained in the LDA, the Regulatory Agreement, or any other Project Document shall in any event or in any respect be merged with this Deed.
7. Covenants Running With Land. The agreements and covenants set forth in this Deed shall run with the land and shall be binding to the fullest extent permitted by law and equity. Such covenants shall inure to the benefit of the City and shall bind and be enforceable against Sponsor and its successors and assigns.
8. Severability. If any term or provision of this Deed shall be found to be void, voidable, or otherwise unenforceable, such term or provision shall be deemed severed from this Deed and shall have no further force or effect, and the remaining terms and provisions shall thereafter continue in full force and effect to accomplish the intent and purpose of this Deed to the fullest extent possible.
9. Waiver. To the extent permitted by law, Sponsor hereby waives any and all rights it may have, at law or equity, to challenge, modify, set aside, extinguish, enjoin enforcement of, or seek relief from any of the terms, conditions, covenants, restrictions, or agreements in this Deed.
10. Cross-Default. A default pursuant to the LDA, the Regulatory Agreement, or any other Project Document shall constitute a default pursuant to this Deed.
11. Notices.
  - A. Each notice, approval, consent, request, waiver, or communication given or required to be sent under this Deed ("Notice") shall be in writing and either (i) sent by regular or express mail, postage prepaid, or (ii) delivered in person or by nationally recognized overnight courier, with receipt acknowledged.
  - B. Each Notice shall be addressed as follows:
    1. When sent by the City to Sponsor, at the address first set forth above.
    2. When sent by Sponsor to the City, to:

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

- C. Each party shall notify the other in the case of a change in address in the manner for delivering Notices provided in this Section 11, which changed address shall thereafter be the address to which Notices are sent.
- D. Each Notice delivered by regular or express mail shall be deemed to have been given upon the third (3rd) business day following the date upon which such Notice is deposited in the United States mail, postage prepaid. Each Notice delivered in person or by nationally recognized overnight courier, with receipt acknowledged, shall be deemed given upon actual delivery, as evidenced by a signed receipt. Notwithstanding the foregoing, any notice of a change in address shall only be deemed to have been given when actually received by the other party.
12. No Waiver. Waiver by either party of any breach of any provision of this Deed shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Deed unless and until the same be agreed to in a writing executed and acknowledged by the parties hereto.
13. Provisions Required by Law Deemed Inserted. Each and every provision of law and governmental regulation required by law to be inserted in this Deed shall be deemed to be inserted herein and this Deed shall read and shall be enforced as though so included herein. If, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then, upon the application of either party, this Deed shall be deemed to be amended to make such insertion or correction so as to comply strictly with the law.
14. Titles. Any titles of the several parts, Articles, Sections, and Subsections of this Deed are for convenience only and shall be disregarded in construing or interpreting any of its provisions.
15. Compliance With Laws. Sponsor shall comply with all applicable laws, ordinances, orders, rules, and regulations promulgated by any local, state, or federal authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
16. Unused Development Rights. If, at any time after the Completion Date, the amount of floor area permitted on the Disposition Area pursuant to the New York City Zoning Resolution exceeds the amount of floor area in the improvements existing on the Disposition Area on the Completion Date ("Unused Development Rights"), such Unused Development Rights shall not be used, transferred, or encumbered without the prior written consent of HPD.
17. Consents And Approvals. Except as otherwise specifically provided in this Deed, any consent or approval by HPD pursuant to this Deed shall be made in writing by (i) HPD's Commissioner, HPD's Deputy Commissioner for Development, or by an Associate Commissioner or Assistant Commissioner in HPD's office of Development (each, an "Authorized Official"), or (ii) an HPD employee designated in writing by any Authorized Official to grant such consent or approval. In the case of any consent or approval by an HPD employee who is not an Authorized Signatory, Sponsor shall be required to verify that such HPD employee has a valid written delegation of authority from an Authorized Signatory that authorizes such HPD employee to give such consent or approval, and

shall not act upon any purported consent or approval without first performing such verification.

18. Sole Discretion. Except as otherwise specified herein, any determination or approval by HPD pursuant to this Deed shall be in the sole discretion of HPD.
19. Reservation. The City reserves for itself, and Sponsor shall make available at all times on an irrevocable basis, the rights and access in and to approximately 293 square feet of the Disposition Area intended to be approximately the area described in Exhibit D to be used as a "Comfort Station" for use by the general public (the "Reservation Area") (such rights and access to be known from and after the completion of the building to be constructed on the Disposition Area by the Sponsor as the "Comfort Station Easement"). The Comfort Station Easement is more particularly set forth in Section 201.F of the LDA, which shall run with the land in perpetuity and which shall inure to the benefit of the City of New York and all of its successors and assigns, and which shall bind Sponsor and all of its successors and assigns whether by law or otherwise. In the event the improvements that constitute the Project are damaged or destroyed in whole or in part, by fire or other casualty, and Sponsor, its successors and/or assigns restores, replaces, or rebuilds such improvements, the restoration, replacement, or reconstruction shall include the repair or reconstruction of any damage to or destruction of the Comfort Station in accordance with plans and specifications substantially similar to those approved by HPD on or before the date hereof.

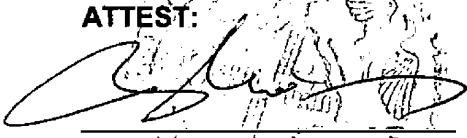
This Section 19 in its entirety shall run with the land in perpetuity and shall inure to the benefit of the City of New York and all of its successors and assigns, and Sponsor and all of its successors and assigns, whether by law or otherwise, shall be bound hereby, in perpetuity. Sponsor and all of its successors and assigns, whether by law or otherwise, shall in good faith cooperate with the City of New York, execute any instrument, and perform any act or do anything, in addition to complying with the Comfort Station Easement and the Maintenance and Operation Agreement, so as to give full force and effect to all the provisions contained in this Section 19.

20. Conveyance of Lot 10. Pursuant to Section 125-43 of the New York City Zoning Resolution, Sponsor shall immediately transfer its fee simple absolute interest, free and clear of any encumbrances to Lot 10 back to the City. The obligations of the Sponsor in this Deed shall not apply to the City so long as it holds fee interest in the Disposition Area, or any portion thereof.

*[remainder of page left intentionally blank]*

**IN WITNESS WHEREOF**, the City has caused this Deed to be executed by the Commissioner of HPD, and its corporate seal to be affixed hereto and duly attested by the City Clerk, and Sponsor has caused this Deed to be executed as of the day and year first above written.

**ATTEST:**

  
Michael McSweeney  
City Clerk

**THE CITY OF NEW YORK**

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

**By:**

  
Louise Carroll  
Commissioner

Seal of The City of New York

**SOUTH POINT HOUSING DEVELOPMENT FUND  
CORPORATION**

**By:**

  
Name: Emily Kurtz  
Title: Vice President/Treasurer

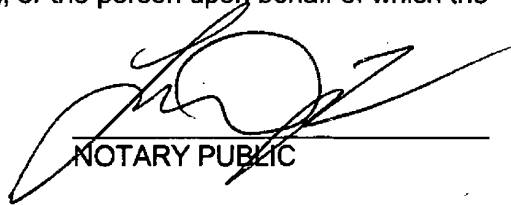
APPROVED AS TO FORM  
BY STANDARD TYPE OF CLASS  
FOR USE UNTIL May 31, 2020

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

COMMISSIONER ACKNOWLEDGMENT

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

On the 16 day of December in the year 2019 before me, the undersigned, personally appeared **Louise Carroll**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

Loretta DeLorenzo  
Notary Public, State of New York  
Registration No. 01DE6331348  
Qualified in New York County  
Commission Expires October 6, 2023

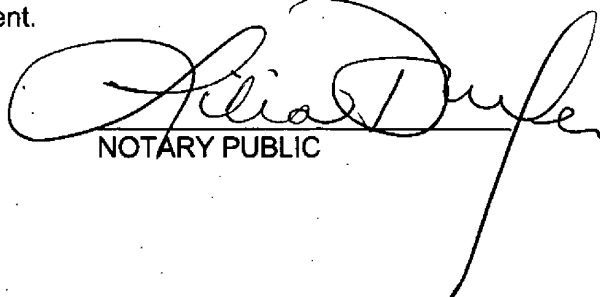
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CITY CLERK ACKNOWLEDGMENT

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

On the 17<sup>th</sup> day of December in the year 2019 before me, the undersigned, personally appeared **Michael McSweeney**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

LILIA DWYER  
Commissioner of Deeds  
CITY OF NEW YORK, 3-7093  
Certificate Filed in New York County  
Commission Expires Feb. 01, 2020

  
\_\_\_\_\_  
NOTARY PUBLIC

**SPONSOR ACKNOWLEDGMENT**

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

On the 17 day of December in the year 2019 before me, the undersigned, personally appeared **Emily Kurtz**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

GARY POLLARD  
Notary Public, State of New York  
No. 01PO4827351  
Qualified in New York County  
Commission Expires April 30, 2014 122

## EXHIBIT A

### Property Description

All those certain plots, pieces and parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the City and State of New York, designated on the Tax Map of the City of New York as it existed on November 13, 2019:

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Address(es)</u>
6	10 (formerly p/o 20), 20	57-28 2 <sup>nd</sup> Street
6	30	1-15 57 <sup>th</sup> Avenue
<u>County:</u>	Queens	



**EXHIBIT B**

**City Council Resolution**

**(next page)**

**THE COUNCIL OF THE CITY OF NEW YORK  
RESOLUTION NO. 590**

**Resolution approving an Urban Development Action Area Project pursuant to Article 16 of the General Municipal Law for property located at Block 6, Lots 20, 30, 40, 50, 60, 130, 160, 165 (formerly Block 1, p/o Lots 1 and 10, Block 5, p/o Lot 1, Block 6, p/o Lots 2 and 14), Borough of Queens; and waiving the urban development action area designation requirement and the Uniform Land Use Review Procedure, Community District 2, Borough of Queens (L.U. No. 222; 20195046 HAQ).**

**By Council Members Salamanca and Kallos**

WHEREAS, the New York City Department of Housing Preservation and Development ("HPD") submitted to the Council on October 2, 2018 its request dated October 1, 2018 that the Council take the following actions regarding the proposed Urban Development Action Area Project (the "Project") located at Block 6, Lots 20, 30, 40, 50, 60, 130, 160, 165 (formerly Block 1, p/o Lots 1 and 10, Block 5, p/o Lot 1, Block 6, p/o Lots 2 and 14, Community District 2, Council District No. 26, Borough of Queens (the "Disposition Area")):

1. Find that the present status of the Disposition Area tends to impair or arrest the sound growth and development of the municipality and that the proposed Urban Development Action Area Project is consistent with the policy and purposes of Section 691 of the General Municipal Law;
2. Approve the designation of the Disposition Area as an Urban Development Action Area pursuant to Section 693 of the General Municipal Law; and
3. Approve the project as an Urban Development Action Area Project pursuant to Section 694 of the General Municipal Law.

WHEREAS, the Project is to be developed on land that is an eligible area as defined in Section 692 of the General Municipal Law, consists solely of the rehabilitation or conservation of existing private or multiple dwellings or the construction of one to four unit dwellings, and does not require any change in land use permitted under the New York City Zoning Resolution;

WHEREAS, the application is related to previously approved City Council Resolution No. 1695; L.U. No. 908 of November 13, 2008;

WHEREAS, upon due notice, the Council held a public hearing on the Project on October 3, 2018;

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

Page 2 of 4  
20195046 HAQ  
Res. No. 590 (L.U. No. 222)

**RESOLVED:**

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

The Council approves the designation of the Disposition Area as an Urban Development Action Area pursuant to Section 693 of the General Municipal Law.

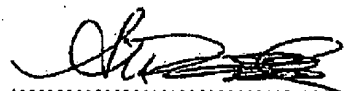
The Council approves the project as an Urban Development Action Area Project pursuant to Section 694 of the General Municipal Law.

The Project shall be developed in a manner consistent with the Project Summary that HPD has submitted to the Council on October 2, 2018, a copy of which is attached hereto.

Adopted.

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

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on October 31, 2018, on file in this office.

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

ALISA FUENTES  
ACTING CITY CLERK

**EXHIBIT C**

**Mayoral Approval Document**

**(next page)**

**THE MAYOR  
CITY OF NEW YORK**

**November 13, 2018**

**Cal. No. 4**

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

Block  
6  
6

Lot  
Lot 20 (Tentative Lot 10 & Tentative Lot 20) (Parcel G)  
Lot 30 and Lot 130 (Parcel F)

on the Tax Map of the City and as Hunters Point South Parcels F and G in HPD's Mixed Income Program; M<sup>2</sup> ("Disposition Area"); and

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

**WHEREAS**, the City Planning Commission duly filed with the Council and the affected Borough President its approval (Report No. C 080365 HAQ, dated September 24, 2008) of the use and disposition of the Disposition Area in conformity with the land use review procedures required by Sections 197-c and 197-d of the Charter, which have been adhered to; and

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

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

**WHEREAS**, HPD has designated South Point Housing Development Fund Corporation ("Sponsor") as a qualified and eligible sponsor; and

**WHEREAS**, it is anticipated that the Project to be developed by Sponsor will contain approximately two buildings containing approximately 1,132 dwelling units, approximately 9,120 square feet of commercial space, approximately 26,126 square feet of community facility space, and approximately 22,425 square feet of parking; and

**WHEREAS**, the proposed building on Lot 30 ("Building F") will utilize development rights from the adjacent Block 6, Lot 130 (formerly p/o Lot 30) for no additional consideration and the building proposed on a portion of Lot 20 ("Building G" and proposed on Tentative Lot 20) will utilize development rights from the other portion of Lot 20 (Tentative Lot 10); and

**WHEREAS**, a proposed agreement ("Land Disposition Agreement") between the City and Sponsor providing for the sale of a portion of the Disposition Area located on Block 6, Lot 20 and Block 6, Lot 30 (the "Project Area") to Sponsor for the price of \$1.00 per tax lot ("Disposition Price") and setting forth the terms and conditions for the development of the Disposition Area has been submitted to the Mayor; and

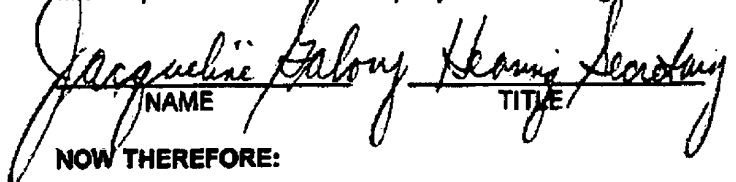
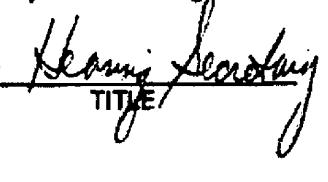
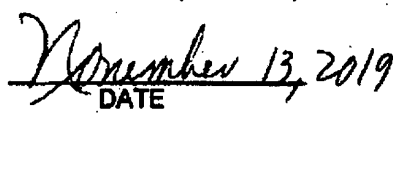
**WHEREAS**, the City will transfer to the Project Area excess development rights from an adjacent portion of the Disposition Area located on Block 6, Lot 130 and Block 6, part of Lot 20 (Tentative Lot 10) ("Open Space") for no additional consideration; and

**WHEREAS**, subsequent to the disposition of the Disposition Area, Sponsor will convey the Open Space to the City for no consideration ("Reacquisition Price"); and

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

**WHEREAS**, as certified below, a duly noticed public hearing in the matter of the disposition, pursuant to Section 1802(6)(j) of the Charter, was held and closed by the Mayor on November 13, 2019 (Cal. No. 4). At such public hearing, no amendments were made and no testimony was offered. The relevant portion of the calendar is annexed hereto.

**CERTIFICATION** by the Mayor's Office of Contract Services/Public Hearings Unit of the actions at and final disposition of the Real Property Public Hearing held on November 13, 2019 (Cal. No. 4).

    
NAME TITLE DATE

**NOW THEREFORE:**

1. The Mayor hereby approves the designation of Sponsor as a qualified and eligible sponsor.
2. The Mayor hereby authorizes and approves the sale of the Disposition Area at the Disposition Price by negotiated sale, without public auction or sealed bids.
3. The Mayor hereby approves the acquisition of the Open Space by the City pursuant to Section 125-43 of the Zoning Resolution, Section 1804 of the Charter or Section 824(a) of the Charter at the Reacquisition Price.
4. The Mayor hereby approves the Land Disposition Agreement in substantially the form submitted and authorizes the subordination of the Land Disposition Agreement to the lien of mortgages securing loans financing the Project.
5. The Mayor hereby authorizes any Deputy Mayor or the Commissioner of HPD to execute a Land Disposition Agreement in substantially the form submitted, when approved as to form by the Corporation Counsel, and directs the City Clerk or acting City Clerk to attest the same and to affix the seal of the City thereto.
6. The Mayor hereby authorizes the City, as more particularly described in the Land Disposition Agreement, to indemnify Sponsor and its successors or assigns, holders of mortgages securing loans financing the Project and their successors or assigns, and title companies against any claims of interest in the Disposition Area, or any portion thereof, by the holders of any mortgages of record against the Disposition Area, or any portion thereof, at the time the City acquired title.

7. The Mayor hereby authorizes any Deputy Mayor or the Commissioner of HPD to execute and deliver to Sponsor, or to an affiliate or successor of Sponsor controlled by the same principal(s) that controlled Sponsor, a zoning lot development agreement and a deed of conveyance of title to the Project Area, when approved as to form by the Corporation Counsel, at the Disposition Price, without public auction or sealed bids, and upon the terms and conditions contained in the Land Disposition Agreement and zoning lot development agreement and directs the City Clerk or acting City Clerk to attest said deed and zoning lot development agreement and to affix the seal of the City thereto.

Date: 11-15, 2019

By: 

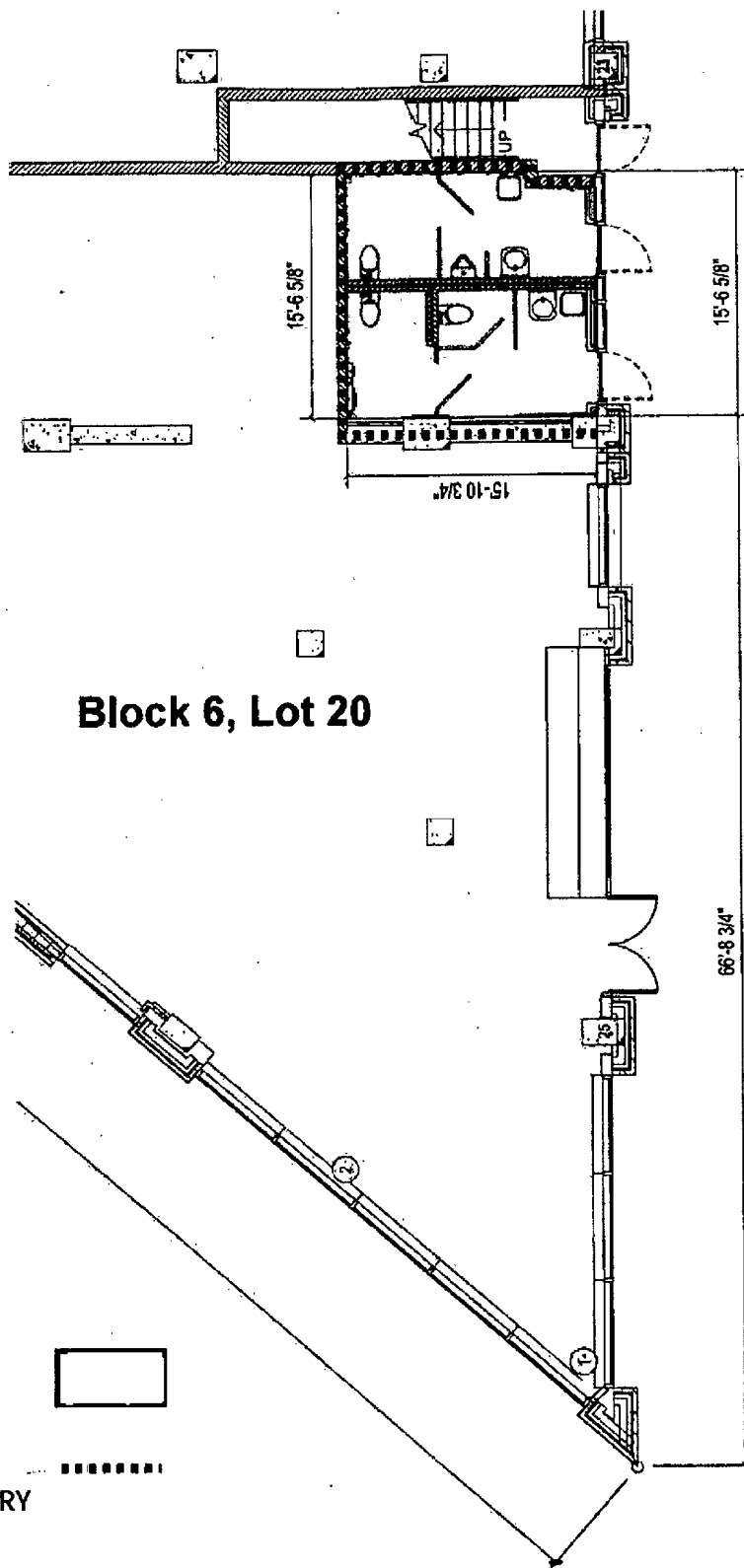
Daniel Symon, Director  
Mayor's Office of Contract Services

**EXHIBIT D**

**Reservation Area Description**

**(next page)**





Block 6, Lot 20

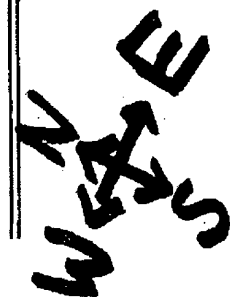
RESERVATION  
AREA



RESERVATION  
AREA BOUNDARY



SECOND STREET



HUNTER'S POINT SOUTH, QUEENS  
PARCEL G

HANDEL ARCHITECTS LLP  
OCTOBER 18, 2019

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**DEED**

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**THE CITY OF NEW YORK**  
**TO**  
**SOUTH POINT HOUSING DEVELOPMENT FUND CORPORATION**

---

<u>Block(s)</u>	<u>Lot(s)</u>	<u>Address(es)</u>
6	10, 20	57-28 2nd Street
6	30	1-15 57th Avenue

County: Queens

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**First American Title  
Insurance Company**  
666 Third Avenue 5th fl  
New York, N.Y. 10017  
Phone: (212) 922-9700  
Fax: (212) 922-0881

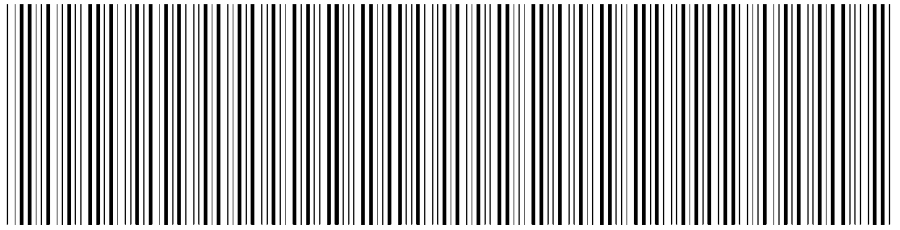
**RECORD AND RETURN TO:**

Jennifer Kubicki, Esq.  
Department of Housing Preservation  
and Development  
Office of Legal Affairs  
100 Gold Street, Room 5-S9  
New York, New York 10038

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**First American Title  
Insurance Company**  
666 Third Avenue 5th fl  
New York, N.Y. 10017  
Phone: (212) 922-9700  
Fax: (212) 922-0881

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



2019122400612002001SC226

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2019122400612002**  
Document Type: DEED

Document Date: 12-20-2019

Preparation Date: 12-24-2019

**ASSOCIATED TAX FORM ID:** 2019121100067

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

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

2  
2



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: QUEENS BLOCK: 6 LOT: 30
- (2) Property Address: N/A CENTER BOULEVARD, QUEENS, NY 11101
- (3) Owner's Name: SOUTH POINT HOUSING DEVELOPMENT FUND CORPORATION
- Additional Name:

### 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](http://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:

Date (mm/dd/yyyy)

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

*Emily Karami-Khat*  
AUTHORIZED SIGNATORY

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES



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

Borough	Block	Lot	Street	City	State	Zip
QUEENS	6	10	N/A 2ND STREET	NY	NY	11101
QUEENS	6	20	N/A 2ND STREET	NY	NY	11101

201912110006710103

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  N/A  CENTER BOULEVARD  QUEENS  11101  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  SOUTH POINT HOUSING DEVELOPMENT FUND CORPORATION  
 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

4. Indicate the number of Assessment Roll parcels transferred on the deed  3  # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size  FRONT FEET X  DEPTH OR  ACRES

6. Seller Name  THE CITY OF NEW YORK, ACTING BY HPD  
 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

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 ☐

## SALE INFORMATION

10. Sale Contract Date  12 / 20 / 2019  
 Month Day Year

11. Date of Sale / Transfer  12 / 20 / 2019  
 Month Day Year

12. Full Sale Price \$  3  
 ( 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

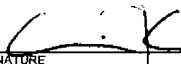
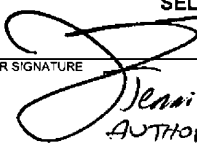
15. Building Class  V 0 16. Total Assessed Value (of all parcels in transfer)  1 6 9 7 5 7

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

QUEENS 6 30  QUEENS 6 10  QUEENS 6 20

**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				
C/O: RISEBORO COMMUNITY PARTNERSHIP INC. 217 WYCKOFF AVENUE <i>for New York Development and Corporation</i>				
STREET NAME (AFTER SALE)			TELEPHONE NUMBER	
BROOKLYN				
NY				
11237				
CITY OR TOWN			DATE	
			12/20/2019	
<b>SELLER</b>				
 SELLER SIGNATURE				
JENNIFER KUBICKI AUTHORIZED SIGNATORY				

**ATTACHMENT D**  
**SECTION II: PROOF OF AUTHORITY**



## CORPORATE RESOLUTION

The undersigned, being the President of South Point Housing Development Fund Corporation, a New York not-for-profit corporation (the "Corporation"), does hereby consent to and adopt the following resolutions:

**WHEREAS**, the Corporation is the owner of certain real property located at the southern tip of Hunters Point, Queens, Tax Block 6, Lots 20 and 30 (the "Property");

**WHEREAS**, the Property has been accepted into the New York State Department of Environmental Conservation Brownfield Cleanup Program (the "BCP");


**WHEREAS**, the Corporation desires to be added to the existing Brownfield Cleanup Agreement with the New York State Department of Environmental Conservation (the "Agreement").

**NOW, THEREFORE, BE IT RESOLVED**, that the Corporation is hereby authorized and directed to execute and deliver any and all documents in connection with the Agreement, including an environmental easement and any other documents deemed necessary in substantial accordance with this Resolution.

**AND BE IT FURTHER RESOLVED**, that the Corporation hereby authorizes and directs Scott Short, as an authorized signatory (the "Authorized Signatory") to acknowledge, execute and deliver for and on behalf of the Corporation, any and all agreements, resolutions, documents, certificates, easements, and authorizations which may be necessary, convenient or advisable to effect the inclusion of the Property in the BCP, including but not limited to, the Agreement and any required environmental easement for the Property, and to take such additional actions as they deem desirable and appropriate to carry out the intent and to accomplish the purposes of these resolutions;

**AND BE IT FURTHER RESOLVED**, that any and all lawful action taken in good faith by the Authorized Signatory prior to the date hereof on behalf of the Corporation and in furtherance of the transactions contemplated by the foregoing resolution are in all respects ratified, confirmed and approved by the Corporation as its own acts and deeds, and shall conclusively be deemed to be the acts and deeds of the Corporation for all purposes.

**IN WITNESS WHEREOF**, the undersigned has executed this Written Consent in the capacity noted below as of this 27<sup>th</sup> day of May 2020.

  
\_\_\_\_\_  
Scott Short, President  
South Point Housing Development  
Fund Corporation

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ~~NEW YORK~~ **KINGS**

On this 27<sup>th</sup> day of May, 2020, before me, the undersigned, personally appeared Scott Short, personally known to me or proved to me on the basis of satisfactory evidence to the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by her signature on the instrument, or the person upon behalf of which the individual acted, executed the instrument.

Sandhya R. Bays  
Notary Public

**SANDHYA R. BOYD**  
**Notary Public, State of New York**  
**No. 02BO6383662**  
**Qualified in Kings County**  
**Commission Expires November 26, 2022**