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

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Additional MRT:

Recording Fee:

Affidavit Fee:

TOTAL:

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#### will control for indexing purposes in the event RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 11** Document ID: 2025103100641001 Document Date: 10-27-2025 Preparation Date: 11-03-2025 Document Type: EASEMENT Document Page Count: 10 **RETURN TO:** PRESENTER: FIDELITY NATIONAL TITLE INS. COMPANY NYSDEC 485 LEXINGTON AVENUE, 18TH FLOOR 625 BROADWAY NEW YORK, NY 10017 ALBANY, NY 12233 212-481-5858 63106Q PROPERTY DATA Borough Block Lot Unit Address 28-90 REVIEW AVENUE **OUEENS** 294 106 Entire Lot **Property Type:** COMMERCIAL REAL ESTATE **CROSS REFERENCE DATA** DocumentID or Year Reel Page or File Number CRFN **PARTIES GRANTOR/SELLER: GRANTEE/BUYER:** 28-90 REVIEW AVE PROPERTY OWNER LLC NEW YORK STATE DEPARTMENT OF 1350 AVENUE OF THE AMERICAS ENVIROMENTAL CONSERVA NEW YORK, NY 10019 625 BROADWAY ALBANY, NY 12233 FEES AND TAXES Mortgage: Filing Fee: Mortgage Amount: 100.00 0.00 NYC Real Property Transfer Tax: Taxable Mortgage Amount: 0.00 Exemption: 0.00 TAXES: County (Basic): 0.00 NYS Real Estate Transfer Tax: City (Additional): \$ 0.00 0.00 Spec (Additional): \$ 0.00 RECORDED OR FILED IN THE OFFICE TASF: \$ 0.00 OF THE CITY REGISTER OF THE MTA: \$ 0.00 CITY OF NEW YORK NYCTA: \$ 0.00

CITY OF NEW YORK

Recorded/Filed 11-05-2025 09:12

City Register File No.(CRFN):

2025000299778

With Main Mans

City Register Official Signature

# ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 28-90 Review Avenue in the City of New York, County of Queens and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 294 Lot 106, being the same as that property conveyed to Grantor by deed dated March 16, 2022 and recorded in the City Register of the City of New York in City Register File No. 2022000126747. After excluding the lands underwater in the Dutch Kills Basin, the property subject to this Environmental Easement (the "Controlled Property") comprises approximately 3.95 +/- acres, and is hereinafter more fully described in the Land Title Survey dated December 27, 2024 prepared by Eugenij Lezaja, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C241236-09-19, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

- 1. <u>Purposes</u>. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.
- 2. <u>Institutional and Engineering Controls</u>. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.
  - A. (1) The Controlled Property may be used for:

## Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

- (2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);
- (3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;
- (4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;
- (5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;
- (6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;
  - (7) All future activities on the property that will disturb remaining

contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

- (9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;
- (10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.
- B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.
- C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

- D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.
- E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation

#### Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

- G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:
- (1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).
  - (2) the institutional controls and/or engineering controls employed at such site:
    - (i) are in-place;
- (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
- (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
- (3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;
- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification:
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
  - (7) the information presented is accurate and complete.
- 3. <u>Right to Enter and Inspect</u>. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.
- 4. <u>Reserved Grantor's Rights</u>. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:
- A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;
- B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement:

#### 5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against

the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

- B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.
- C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.
- D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.
- 6. <u>Notice</u>. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:

Site Number: C241236

Office of General Counsel

NYSDEC 625 Broadway

Albany New York 12233-5500

With a copy to:

Site Control Section

Division of Environmental Remediation

NYSDEC 625 Broadway Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. <u>Recordation</u>. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the

recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

- 8. <u>Amendment</u>. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
- 9. <u>Extinguishment.</u> This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
- 10. <u>Joint Obligation</u>. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
- 11. <u>Consistency with the SMP</u>. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

County: Queens Site No: C241236 Brownfield Cleanup Agreement Index: C241236-09-19

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

28-90 Review Ave Property Owner LLC:

By:

Print Name: ANDREW CHUNG

Title: ANTHORIZED GIGNATURY Date: 10/20/25

**Grantor's Acknowledgment** 

STATE OF NEW YORK ) ss: COUNTY OF **New York**)

Notary Public - State of New York

KEVIN D KIM
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02K10033131
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES 01/23/2029

County: Queens Site No: C241236 Brownfield Cleanup Agreement Index: C241236-09-19

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:

Jahet Brown, Assistant Director

Division of Environmental Remediation

### Grantee's Acknowledgment

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

On the 2HU day of 0.40WV, in the year 20% before me, the undersigned, personally appeared Janet Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public State of New

Cheryl A. Salem Notary Public State of New York Registration No. 01SA0002177 Qualified in Albany County

My Commission Expires March 3,

#### **SCHEDULE "A" PROPERTY DESCRIPTION**

#### **EASEMENT AREA:**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, 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 (P.O.B. PARCEL I) ON THE SOUTHERLY LINE OF OLD BULKHEAD OF THE DUTCH KILLS CANAL AS ADOPTED BY THE TOPOGRAPHICAL BUREAU OF THE CITY OF NEW YORK ADJOINING THE LANDS FORMERLY CONVEYED TO THE SIMONDS MANUFACTURING COMPANY OF DEED RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF QUEENS IN REEL 766 OF CONVEYANCES, PAGE 281, WHICH POINT IS ALSO INTERSECTED BY A LINE DRAWN PARALLEL TO BORDEN AVENUE AND DISTANT 145 FEET 4-1/2 INCHES SOUTHERLY THEREFROM, MEASURED ON A LINE DRAWN AT RIGHT ANGLES HERETO;

- 1. RUNNING THENCE ALONG SAID PARALLEL LINE AND LAND FORMERLY OF THE SIMONDS MANUFACTURING COMPANY ON A COURSE BEARING SOUTH 67° 30' EAST, 20.87 FEET TO THE POINT OF BEGINNING OF EASEMENT PERIMETER (P.O.B. EASEMENT PERIMETER) ON THE SOUTHERLY LINE OF NEW BULKHEAD:
- 2. RUNNING THENCE ALONG SAME LINE AND LAND FORMERLY OF THE SIMONDS MANUFACTURING COMPANY ON A COURSE BEARING SOUTH 67° 30' EAST, 627.50 FEET TO THE NORTHERLY SIDE OF MARSH STREET, AS SHOWN ON THE COMMISSIONERS MAP OF LONG ISLAND CITY;
- 3. THENCE EASTERLY ALONG THE NORTHERLY SIDE OF MARSH STREET AS ON SAID COMMISSIONERS MAP ON A COURSE BEARING NORTH 72° 15' 30" EAST, 47.67 FEET TO A POINT IN REVIEW AVENUE;
- 4. THENCE ALONG THE WESTERLY LINE OF REVIEW AVENUE SOUTH 17° 44' 30" EAST, A DISTANCE OF 30 FEET TO THE CENTERLINE OF MARSH STREET (NOT OPEN):
- 5. THENCE SOUTH 72° 15'30" WEST STILL ALONG THE SAID CENTERLINE OF 29TH STREET, A DISTANCE OF 537.15 FEET TO THE WESTERLY END OF 29TH STREET;
- 6. THENCE NORTH 17° 44' 33" WEST, A DISTANCE OF 30 FEET TO THE COMER FORMED BY THE INTERSECTION OF THE WESTERLY END OF 29TH STREET WITH THE NORTHERLY SIDE OF 29TH STREET;
- 7. THENCE WESTERLY ALONG THE NORTHERLY SIDE OF MARSH STREET AS ON SAID COMMISSIONERS MAP ON A COURSE BEARING SOUTH 72° 15' 30" WEST, 35.41 FEET TO LAND FORMERLY CONVEYED TO THE CENTRAL FELT AND PAPER COMPANY BY DEED RECORDED IN THE

OFFICE OF THE CLERK OF THE COUNTY OF QUEENS IN LIBER 1327 OF CONVEYANCES, AT PAGE 47;

- 8. THENCE ALONG SAID LAND ON A COURSE BEARING NORTH 34° 02' 50" EAST, 11.03 FEET TO A POINT;
- 9. THENCE STILL ALONG THE SAID DIVIDING LINE BETWEEN THE LAND DESCRIBED HEREIN AND LAND NOW OR FORMERLY OF THE LONG ISLAND RAILROAD COMPANY ON A COURSE NORTH 48° 20' 49" WEST (RECORD), (NORTH 48° 08 29" WEST ACTUAL) A DISTANCE OF 279.59 FEET TO AN IRON MONUMENT;
- 10. THENCE STILL ALONG THE SAID DIVIDING LINE BETWEEN THE LAND DESCRIBED HEREIN AND LAND NOW OR FORMERLY OF THE LONG ISLAND RAILROAD COMPANY ON A COURSE ON A COURSE NORTH 37°30' 32" WEST (RECORD), (NORTH 37° 18' 12" WEST ACTUAL) A DISTANCE OF 84.43 FEET TO AN IRON MONUMENT:
- 11. THENCE ALONG THE DIVIDING UNE BETWEEN THE LAND DESCRIBED HEREIN AND LAND NOW OR FORMERLY OF THE LONG ISLAND RAILROAD COMPANY ON A COURSE NORTH 35° 21' 06" WEST (RECORD), (NORTH 35° 08' 46" WEST ACTUAL) A DISTANCE OF 53.49 FEET TO AN IRON MONUMENT:
- 12. THENCE STILL ALONG SAID LAND AT RIGHT ANGLES TO THE PREVIOUS COURSE ON A COURSE BEARING 55° 57' 10" WEST, 33.93 FEET TO THE BULKHEAD LINE ADOPTED BY THE TOPOGRAPHIC BUREAU OF THE CITY OF NEW YORK;
- 13. THENCE ALONG SOUTHERLY LINE OF NEW BULKHEAD ON A COURSE BEARING NORTH 72° 13' 31" EAST, 238.98 FEET TO THE POINT OR PLACE OF BEGINNING OF EASEMENT PERIMETER (P.O.B. EASEMENT PERIMETER), CONCLUDING EASEMENT PERIMETER DESCRIPTION AND ENCOMPASING 172078.8 SO FT OR 3.95039 ACRES.



Matthew J. Sinkman

Gibbons P.C.
One Pennsylvania Plaza, 45th Floor
New York, NY 10119
Direct: (212) 613-2011
Fax: (212) 554-9603
msinkman@gibbonslaw.com

November 6, 2025

# Via Certified Mail Return Receipt Requested

Eric L. Adams Mayor, City of New York City Hall New York, New York 10007

**Re:** Environmental Easement

Dear Mayor Adams:

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department" or "DEC") on October 27, 2025 by 28-90 Review Ave Property Owner LLC for the property at 28-90 Review Avenue in Queens, New York, Tax Block 294, Lot 106, DEC Brownfield Cleanup Program Site No. C241236.

This Environmental Easement restricts future use of the above-referenced property to industrial or commercial uses and permits no other use whatsoever. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan, which is incorporated into the Environmental Easement. Department approval also is required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

- 1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
- 2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the

New Jersey New York Pennsylvania Delaware Washington, DC Florida

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### GIBBONS P.C.

Hon. Eric L. Adams November 6, 2025 Page 2

application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <a href="http://www.dec.ny.gov/chemical/36045.html">http://www.dec.ny.gov/chemical/36045.html</a>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of the New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

/s/ Matthew J. Sinkman

Encl.

45th Floor, Suite 4515 New York, NY 10119 1 Pennsylvania Plaza

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PS Form 3811, April 2015 PSN 7530-02-000-9053	Co	14 4540 89TS T600 T046 0656	New YORK, NY 10007	Mayor City of New York	Exic L. Adams	Attach this card to the back of the mailpiece, or on the front if space permits.	Print your name and address on the reverse so that we can return the card to you.	Complete items 1, 2, and 3.	SENDER: COMPLETE THIS SECTION
Domestic Return Receipt	☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation  Mail Mail Restricted Delivery	stricted Delivery			D. Is delivery address different from item 1?  Yes  If YES, enter delivery address below:  No	B. Received by (Printed Name)  C. Date of Delivery	X	A. Signature	COMPLETE THIS SECTION ON DELIVERY

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PS Form **3800**, January 202

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