

February 3, 2021

Ms. Alexandra Servis
New York State Department of Environmental Conservation
Bureau of Technical Support, Site Control Section
Division of Environmental Remediation
625 Broadway, 11th Floor
Albany, New York 12233

Re: Revised Brownfield Cleanup Program Application
Former FO Pierce Company
2-33 50th Avenue, Long Island City, New York (Site # C241251)
Tax Block 17, Tax Lot 1, Long Island City, Queens, New York

Dear Ms. Servis:

Roux Environmental Engineering and Geology, D.P.C. (Roux), on behalf of 50th & 5th LIC LLC, is submitting the attached Revised Brownfield Cleanup Program (BCP) Application for the above referenced Site (Site). All comments on the initial application have been addressed, as follows:

Comment 1: Section I: Requestor Information

- Please provide a list of names of the members/owners of 50th & 5th LIC LLC.

Response: Appendix A has been revised to include this information and is only being provided in the flash drive as a standalone document due to confidentiality reasons on the advice of counsel.

Comment 2: Section III: Property's Environmental History

- Please see attached comments provided by the Project Manager.

Response: Response to first bullet regarding Figure 5 is: Yes, we confirmed that there are no East Wall Exceedances. Response to second bullet regarding Figure 7 is: Figure 7 has been revised with the correct concentration units.

Comment 3: Section IV: Property Information

- Note that additional comments regarding the Environmental Assessment may be included in the attached Project Manager's comments.

Response: Appendix D has been revised to address the Project Manager's comment.

Comment 4: Section VII: Requestor Eligibility Information

- Please provide a Site Access Agreement that includes language allowing the requestor to place an environmental easement on the site should the requestor not be owner of the site when remediation is complete.

Response: Appendix G has been revised to address this comment.

Comment 5: Section IX: Contact List Information

- Please replace Larry Ennist (NYSDEC) with Joseph DeMarco.
- Please replace Krista Anders (NYSDOH) with Christine Vooris, P.E.

Response: Appendix H (Site Contact List) has been revised to address this comment.

Comment 6: Section X: Land Use Factors

- Please provide a summary of current use of the site. The application form references Appendix D, but the “Current Zoning and Land Use” section of the Property Description Narrative does not identify the site’s current use. Additionally, if any or all of the site is vacant, please identify when operations and uses ceased at the site.

Response: Appendix D has been revised to address this comment.

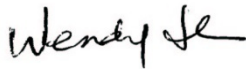
- Please provide a brief statement describing how the proposed redevelopment of the site is consistent with any applicable community master plans or redevelopment initiatives. The application form references Appendix B, but there is no mention of compliance with community master plans. If no community master plan exist for the site area, please mention that.

Response: Appendix B has been revised to address this comment.

As requested, attached hereto are hard copies of the revised pages of the BCP Application and a CD with an electronic copy of the entire application. Please contact the undersigned if you have any questions.

Sincerely,

ROUX ENVIRONMENTAL ENGINEERING AND GEOLOGY, D.P.C.



Wendy Shen
Senior Engineer



Craig A. Werle, P.G.
Principal Hydrogeologist

Attachments



Revised Brownfield Cleanup Program Application

Former FO Pierce Company
Block 17 Lot 1
Long Island City, New York

February 3, 2021

Prepared for:

50th & 5th LIC LLC
184 North 8th Street
Brooklyn, New York 11211

Prepared by:

**Roux Environmental Engineering
and Geology, D.P.C.**
209 Shafter Street
Islandia, New York 11749



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

DEC requires an application to request major changes to the description of the property set forth in a Brownfield Cleanup Agreement, or "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). Such application must be submitted and processed in the same manner as the original application, including the required public comment period. **Is this an application to amend an existing BCA?**

Yes No If yes, provide existing site number: _____

PART A (note: application is separated into Parts A and B for DEC review purposes) *BCP App Rev 10*

Section I. Requestor Information - See Instructions for Further Guidance		DEC USE ONLY BCP SITE #:
NAME 50th & 5th LIC LLC		
ADDRESS 184 North 8th Street		
CITY/TOWN Brooklyn, New York		ZIP CODE 11211
PHONE 718-707-2884	FAX	E-MAIL p.papamichael@vorea.com
<p>Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database. A print-out of entity information from the database must be submitted to the New York State Department of Environmental Conservation (DEC) with the application to document that the requestor is authorized to do business in NYS. Please note: If the requestor is an LLC, the members/owners names need to be provided on a separate attachment. SEE APPENDIX A <p>Do all individuals that will be certifying documents meet the requirements detailed below? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> Individuals that will be certifying BCP documents, as well as their employers, meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Documents that are not properly certified will be not approved under the BCP. 		
Section II. Project Description		
1. What stage is the project starting at? <input checked="" type="checkbox"/> Investigation <input type="checkbox"/> Remediation		
NOTE: If the project is proposed to start at the remediation stage, a Remedial Investigation Report (RIR) at a minimum is required to be attached, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Work Plan are also attached (see DER-10 / Technical Guidance for Site Investigation and Remediation for further guidance) then a 45-day public comment period is required.		
2. If a final RIR is included, please verify it meets the requirements of Environmental Conservation Law (ECL) Article 27-1415(2): <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Please attach a short description of the overall development project, including:		
<ul style="list-style-type: none"> the date that the remedial program is to start; and the date the Certificate of Completion is anticipated. SEE APPENDIX B 		

Section III. Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish contamination of environmental media on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the property.

To the extent that existing information/studies/reports are available to the requestor, please attach the following (**please submit the information requested in this section in electronic format only**):

- 1. Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard (ASTM E1903). **Please submit a separate electronic copy of each report in Portable Document Format (PDF).**

2. SAMPLING DATA: INDICATE KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. LABORATORY REPORTS SHOULD BE REFERENCED AND COPIES INCLUDED.

Contaminant Category	Soil	Groundwater	Soil Gas
Petroleum		see Appendix C	see Appendix C
Chlorinated Solvents			see Appendix C
Other VOCs		see Appendix C	see Appendix C
SVOCs	see Appendix C	see Appendix C	
Metals	see Appendix C	see Appendix C	
Pesticides			
PCBs			
Other*			

*Please describe: _____

3. FOR EACH IMPACTED MEDIUM INDICATED ABOVE, INCLUDE A SITE DRAWING INDICATING:

- **SAMPLE LOCATION**
- **DATE OF SAMPLING EVENT**
- **KEY CONTAMINANTS AND CONCENTRATION DETECTED**
- **FOR SOIL, HIGHLIGHT IF ABOVE REASONABLY ANTICIPATED USE**
- **FOR GROUNDWATER, HIGHLIGHT EXCEEDANCES OF 6NYCRR PART 703.5**
- **FOR SOIL GAS/ SOIL VAPOR/ INDOOR AIR, HIGHLIGHT IF ABOVE MITIGATE LEVELS ON THE NEW YORK STATE DEPARTMENT OF HEALTH MATRIX**

THESE DRAWINGS ARE TO BE REPRESENTATIVE OF ALL DATA BEING RELIED UPON TO MAKE THE CASE THAT THE SITE IS IN NEED OF REMEDIATION UNDER THE BCP. DRAWINGS SHOULD NOT BE BIGGER THAN 11" X 17". THESE DRAWINGS SHOULD BE PREPARED IN ACCORDANCE WITH ANY GUIDANCE PROVIDED.

ARE THE REQUIRED MAPS INCLUDED WITH THE APPLICATION?* Yes No
 (*answering No will result in an incomplete application)

4. INDICATE PAST LAND USES (CHECK ALL THAT APPLY):

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Coal Gas Manufacturing | <input checked="" type="checkbox"/> Manufacturing | <input type="checkbox"/> Agricultural Co-op | <input type="checkbox"/> Dry Cleaner |
| <input type="checkbox"/> Salvage Yard | <input type="checkbox"/> Bulk Plant | <input type="checkbox"/> Pipeline | <input type="checkbox"/> Service Station |
| <input type="checkbox"/> Landfill | <input type="checkbox"/> Tannery | <input type="checkbox"/> Electroplating | <input type="checkbox"/> Unknown |

Other: paint and varnish factory _____

Section IV. Property Information - See Instructions for Further Guidance

SEE APPENDIX D

PROPOSED SITE NAME Former FO Pierce Company

ADDRESS/LOCATION 2-33 50th Avenue

CITY/TOWN Long Island City ZIP CODE 11101

MUNICIPALITY(IF MORE THAN ONE, LIST ALL): New York

COUNTY Queens

SITE SIZE (ACRES) 1.74

LATITUDE (degrees/minutes/seconds)

40 ° 44 ' 24 "

LONGITUDE (degrees/minutes/seconds)

73 ° 57 ' 37 "

Complete tax map information for all tax parcels included within the proposed site boundary. If a portion of any lot is proposed, please indicate as such by inserting "P/O" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding far right column. ATTACH REQUIRED MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section No.	Block No.	Lot No.	Acreage
2-33 50th Avenue, Long Island City, NY	Queens	17	1	1.74

1. Do the proposed site boundaries correspond to tax map metes and bounds? Yes No
If no, please attach an accurate map of the proposed site.

2. Is the required property map attached to the application? Yes No
(application will not be processed without map)

3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)?
(See [DEC's website](#) for more information) Yes No

If yes, identify census tract : _____

Percentage of property in En-zone (check one): 0-49% 50-99% 100%

4. Is this application one of multiple applications for a large development project, where the development project spans more than 25 acres (see additional criteria in BCP application instructions)? Yes No

If yes, identify name of properties (and site numbers if available) in related BCP applications: _____

5. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application? Yes No

6. Has the property previously been remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? Yes No

If yes, attach relevant supporting documentation.

7. Are there any lands under water? Yes No
If yes, these lands should be clearly delineated on the site map.

Section IV. Property Information (continued)

8. Are there any easements or existing rights of way that would preclude remediation in these areas? If yes, identify here and attach appropriate information. Yes No

Easement/Right-of-way Holder

Description

Subway Easement for the NYCT Subway 7 Line (Route No. 26)

The Subway 7 Line runs beneath the Site's southern portion at a depth that decreases as the tunnel traverses diagonally from west to southeast beneath the Site.

9. List of Permits issued by the DEC or USEPA Relating to the Proposed Site (type here or attach information)

Type

Issuing Agency

Description

N/A

10. Property Description and Environmental Assessment – **please refer to application instructions for the proper format of each narrative requested.**

Are the Property Description and Environmental Assessment narratives included in the **prescribed format**? Yes No

Note: Questions 11 through 13 only pertain to sites located within the five counties comprising New York City

11. Is the requestor seeking a determination that the site is eligible for tangible property tax credits? Yes No

If yes, requestor must answer questions on the supplement at the end of this form.

12. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down? Yes No

13. If you have answered Yes to Question 12, above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application? Yes No

NOTE: If a tangible property tax credit determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.

If any changes to Section IV are required prior to application approval, a new page, initialed by each requestor, must be submitted.

Initials of each Requestor: _____

BCP application - PART B (note: application is separated into Parts A and B for DEC review purposes)

Section V. Additional Requestor Information See Instructions for Further Guidance	DEC USE ONLY BCP SITE NAME: _____ BCP SITE #: _____
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NAME OF REQUESTOR'S AUTHORIZED REPRESENTATIVE **Stephen Ohnemus**

ADDRESS **11-48 46th Road**

CITY/TOWN **Long Island City, NY** ZIP CODE **11101**

PHONE 914-263-2378	FAX	E-MAIL s.ohnemus@vorea.com
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NAME OF REQUESTOR'S CONSULTANT **Roux Environmental Engineering and Geology, D.P.C/ Mr. Craig Werle**

ADDRESS **209 Shafter Street**

CITY/TOWN **Islandia** ZIP CODE **11749**

PHONE 631-232-2600	FAX	E-MAIL cwerle@rouxinc.com
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NAME OF REQUESTOR'S ATTORNEY **Freeborn & Peters LLP/Mr. Jon Schuyler Brooks**

ADDRESS **230 Park Avenue**

CITY/TOWN **New York, NY** ZIP CODE **10169**

PHONE 646-993-4456	FAX	E-MAIL jbrooks@freeborn.com
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Section VI. Current Property Owner/Operator Information – if not a Requestor

CURRENT OWNER'S NAME **Fortress New York Holdings, Inc./Mr. Thomas Burns** OWNERSHIP START DATE: **6/7/1996**

ADDRESS **99 Boston Street**

CITY/TOWN **Boston, Massachusetts** ZIP CODE **02125**

PHONE 617-288-3636	FAX	E-MAIL tburns@thefortress.com
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CURRENT OPERATOR'S NAME **same as above**

ADDRESS

CITY/TOWN ZIP CODE

PHONE	FAX	E-MAIL
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PROVIDE A LIST OF PREVIOUS PROPERTY OWNERS AND OPERATORS WITH NAMES, LAST KNOWN ADDRESSES AND TELEPHONE NUMBERS AS AN ATTACHMENT. DESCRIBE REQUESTOR'S RELATIONSHIP, TO EACH PREVIOUS OWNER AND OPERATOR, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND PREVIOUS OWNER AND OPERATOR. IF NO RELATIONSHIP, PUT "NONE".

SEE APPENDIX E

IF REQUESTOR IS NOT THE CURRENT OWNER, DESCRIBE REQUESTOR'S RELATIONSHIP TO THE CURRENT OWNER, INCLUDING ANY RELATIONSHIP BETWEEN REQUESTOR'S CORPORATE MEMBERS AND THE CURRENT OWNER.

Section VII. Requestor Eligibility Information (Please refer to ECL § 27-1407)

- 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 subject to an existing order for the investigation, removal or remediation of contamination at the site? Yes No
 3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator. Yes No

Section VII. Requestor Eligibility Information (continued)

4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the ECL Article 27; ii) any order or determination; iii) any regulation implementing 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, DEC 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 DEC, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to DEC? 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 REQUESTOR MUST CERTIFY THAT HE/SHE 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 hazardous waste or discharge of petroleum 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 hazardous waste or discharge of petroleum.

VOLUNTEER **SEE APPENDIX F**

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.

Section VII. Requestor Eligibility Information (continued)

Requestor Relationship to Property (check one):

Previous 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

SEE APPENDIX G

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

Section VIII. Property Eligibility Information - See Instructions for Further Guidance

1. Is / was the property, or any portion of the property, listed on the National Priorities List?
If yes, please provide relevant information as an attachment. Yes No
2. Is / was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Sites pursuant to ECL 27-1305? Yes No
If yes, please provide: Site # _____ Class # _____
3. Is / was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? Yes No
If yes, please provide: Permit type: _____ EPA ID Number: _____
Date permit issued: _____ Permit expiration date: _____
4. If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation. Yes No
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? Yes No
If yes, please provide: Order # _____
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? Yes No
If yes, please provide explanation as an attachment.

Section IX. Contact List Information

SEE APPENDIX H

To be considered complete, the application must include the Brownfield Site Contact List in accordance with [DER-23 / Citizen Participation Handbook for Remedial Programs](#). Please attach, at a minimum, the names and addresses of the following:

1. The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
2. Residents, owners, and occupants of the property and properties adjacent to the property.
3. Local news media from which the community typically obtains information.
4. The public water supplier which services the area in which the property is located.
5. Any person who has requested to be placed on the contact list.
6. The administrator of any school or day care facility located on or near the property.
7. The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.

Section X. Land Use Factors

1. What is the current municipal zoning designation for the site? M1-5/R8A, M1-4/R7A, LIC₆

What uses are allowed by the current zoning? (Check boxes, below)

Residential Commercial Industrial

If zoning change is imminent, please provide documentation from the appropriate zoning authority.

2. Current Use: Residential Commercial Industrial Vacant Recreational (check all that apply) **SEE APPENDIX D**

Attach a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date.

3. Reasonably anticipated use Post Remediation: Residential Commercial Industrial (check all that apply) **Attach a statement detailing the specific proposed use.**

If residential, does it qualify as single family housing?

SEE APPENDIX B

Yes No

4. Do current historical and/or recent development patterns support the proposed use?

Yes No

5. Is the proposed use consistent with applicable zoning laws/maps? Briefly explain below, or attach additional information and documentation if necessary.

Yes No

THE PROPOSED USE AS RESIDENTIAL (AFFORDABLE AND MARKET RATE HOUSING) WITH GROUND FLOOR COMMERCIAL IS CONSISTENT WITH CURRENT AND FUTURE USE ZONING

6. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Briefly explain below, or attach additional information and documentation if necessary.

Yes No

SEE APPENDIX B

XI. Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hererby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC’s approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am managing member (title) of 50th & 5th LIC LLC (entity); that I am authorized by that entity to make this application and execute the Brownfield Cleanup Agreement (BCA) and all subsequent amendments; that this application was prepared by me or under my supervision and direction. If this application is approved, I acknowledge and agree: (1) to execute a BCA within 60 days of the date of DEC’s approval letter; (2) to the general terms and conditions set forth in the *DER-32, Brownfield Cleanup Program Applications and Agreements*; and (3) that in the event of a conflict between the general terms and conditions of participation and the terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, 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.

Date: 2/3/2021 Signature: _____

Print Name: Peter Papamichael

SUBMITTAL INFORMATION:

- **Two (2)** copies, one paper copy with original signatures and one electronic copy in Portable Document Format (PDF), must be sent to:
 - Chief, Site Control Section
 - New York State Department of Environmental Conservation
 - Division of Environmental Remediation
 - 625 Broadway
 - Albany, NY 12233-7020

FOR DEC USE ONLY

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

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City ONLY. Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a) must be submitted if requestor is seeking this determination.

BCP App Rev 10

Property is in Bronx, Kings, New York, Queens, or Richmond counties.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Please answer questions below and provide documentation necessary to support answers.	
1. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)? Please see DEC's website for more information.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Is the property upside down or underutilized as defined below?	Upside Down? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Underutilized? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
From ECL 27-1405(31):	
<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>	
From 6 NYCRR 375-3.2(I) as of August 12, 2016: (Please note: Eligibility determination for the underutilized category can only be made at the time of application)	
375-3.2:	
<p>(I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and</p> <p>(1) the proposed use is at least 75 percent for industrial uses; or</p> <p>(2) at which:</p> <p>(i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;</p> <p>(ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and</p> <p>(iii) one or more of the following conditions exists, as certified by the applicant:</p> <p>(a) property tax payments have been in arrears for at least five years immediately prior to the application;</p> <p>(b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or</p> <p>(c) there are no structures.</p>	
<p>"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.</p>	

Supplemental Questions for Sites Seeking Tangible Property Credits in New York City (continued)

3. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review). **Check appropriate box, below:**

- Project is an Affordable Housing Project - Regulatory Agreement Attached;
- Project is Planned as Affordable Housing, But Agreement is Not Yet Available* (*Checking this box will result in a “pending” status. The Regulatory Agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.);
- This is Not an Affordable Housing Project.

From 6 NYCRR 375- 3.2(a) as of August 12, 2016:

(a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.

(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ households annual gross income.

(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.

(3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

BCP Application Summary (for DEC use only)

Site Name: Former FO Pierce Company
City: Long Island City

Site Address: 2-33 50th Avenue
County: Queens **Zip:** 11101

Tax Block & Lot

Section (if applicable): Queens **Block:** 17 **Lot:** 1

Requestor Name: 50th & 5th LIC LLC
City: Brooklyn, New York

Requestor Address: 184 North 8th Street
Zip: 11211 **Email:** p.papamichael@vorea.com

Requestor's Representative (for billing purposes)

Name: Stephen Ohnemus **Address:** 11-48 46th Road
City: Long Island City, NY **Zip:** 11101

Email: s.ohnemus@vorea.com

Requestor's Attorney

Name: Freeborn & Peters LLP/Mr. Jon Schuyler Brooks **Address:** 230 Park Avenue
City: New York, NY **Zip:** 10169

Email: jbrooks@freeborn.com

Requestor's Consultant

Name: Roux Environmental Engineering and Geology, D.P.C./ Mr. Craig Werle **Address:** 209 Shafter Street
City: Islandia **Zip:** 11749

Email: cwerle@rouxinc.com

Percentage claimed within an En-Zone: 0% <50% 50-99% 100%

DER Determination: Agree Disagree

Requestor's Requested Status: Volunteer Participant

DER/OGC Determination: Agree Disagree
Notes:

For NYC Sites, is the Requestor Seeking Tangible Property Credits: Yes No

Does Requestor Claim Property is Upside Down: Yes No

DER/OGC Determination: Agree Disagree Undetermined

Notes:

Does Requestor Claim Property is Underutilized: Yes No

DER/OGC Determination: Agree Disagree Undetermined

Notes:

Does Requestor Claim Affordable Housing Status: Yes No Planned, No Contract

DER/OGC Determination: Agree Disagree Undetermined

Notes:

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BROWNFIELD CLEANUP PROGRAM (BCP)
INSTRUCTIONS FOR COMPLETING A BCP APPLICATION**

The New York State Department of Environmental Conservation (DEC) strongly encourages all applicants to schedule a pre-application meeting with DEC staff to review the benefits, requirements, and procedures for completing a project in the BCP. Contact your [Regional office](#) to schedule a meeting. To add a party to an existing BCP Agreement and/or Application, use the [BCP Agreement Amendment Application](#). **See guidance at the end of these instructions regarding the determination of a complete application.**

SECTION I 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 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 requestor is authorized to do business in NYS.

Address, etc.

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

Document Certification

All documents, which are prepared in final form for submission to DEC for approval, are to be prepared and certified in accordance with Section 1.5 of [DER-10](#). Persons preparing and certifying the various work plans and reports identified in Section 1.5 include:

- New York State licensed professional engineers (PEs), as defined at 6 NYCRR 375-1.2(aj) and paragraph 1.3(b)47. Engineering documents must be certified by a PE with current license and registration for work that was done by them or those under their direct supervision. The firm by which the PE is employed must also be authorized to practice engineering in New York State;
- qualified environmental professionals as defined at 6 NYCRR 375-1.2(ak) and DER-10 paragraph 1.3(b)49;
- remedial parties, as defined at 6 NYCRR 375-1.2(ao) and DER-10 paragraph 1.3(b)60; or
- site owners, which are the owners of the property comprising the site at the time of the certification.

SECTION II PROJECT DESCRIPTION

As a separate attachment, provide complete and detailed information about the project, including the purpose of the project, the date the remedial program is to start, and the date the Certificate of Completion is anticipated..

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION III

PROPERTY'S ENVIRONMENTAL HISTORY

Please follow instructions on application form.

SECTION IV

PROPERTY INFORMATION

Proposed Site Name

Provide a name for the proposed site. The name could be an owner's name, current or historical operations (i.e. ABC Furniture) or the general location of the property. Consider whether the property is known by DEC by a particular name, and if so, use that name.

Site Address

Provide a street address, city/town, zip code, and each municipality and county in which the site is located. .

Site Size

Provide the approximate acreage of the site.

GIS Information

Provide the latitude and longitude for the approximate center of the property. Show the latitude and longitude in degrees, minutes and seconds.

Tax Parcel Information

Provide the tax parcel address/section/block/lot information and map. 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 and clearly indicate the proposed site's location.

1. Tax Map Boundaries

State whether the boundaries of the site correspond to the tax map boundaries. If no, a metes and bounds description of the property must be attached. The site boundary can occupy less than a tax lot or encompass portions of one or more tax lots and may be larger or smaller than the overall redevelopment/reuse project area. A site survey with metes and bounds will be required to establish the site boundaries before the Certificate of Completion can be issued.

2. Map

Provide a property base map(s) of sufficient detail, clarity and accuracy to show the following: i) map scale, north arrow orientation, date, and location of the property with respect to adjacent streets and roadways; and ii) proposed brownfield property boundary lines, with adjacent property owners clearly identified.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION IV (continued)

3. En-zone

Is any part of the property in an En-zone? If so, what percentage? For information on En-zones, please see [DEC's website](#).

4. Multiple applications

Generally, only one application can be submitted, and one BCA executed, for a development project. In limited circumstances, the DEC may consider multiple applications/BCAs for a development project where 1) the development project spans more than 25 acres; 2) the approach does not negatively impact the remedial program, including timing, ability to appropriately address areas of concern, and management of off-site concerns; and 3) the approach is not advanced to increase the value of future tax credits (i.e., circumvent the tax credit caps provided under New York State Tax Law Section 21).

10. Property Description Narrative

Provide a property description in the format provided below. Each section should be no more than one paragraph long.

Location

Example: "The XYZ Site is located in an {urban, suburban, rural} area." {Add reference points if address is unspecific; e.g., "The site is approximately 3.5 miles east of the intersection of County Route 55 and Industrial Road."}

Site Features:

Example: "The main site features include several large abandoned buildings surrounded by former parking areas and roadways. About one quarter of the site area is wooded. Little Creek passes through the northwest corner."

Current Zoning and Land Use: (Ensure the current zoning is identified.)

Example: "The site is currently inactive, and is zoned for commercial use. The surrounding parcels are currently used for a combination of commercial, light industrial, and utility right-of-ways. The nearest residential area is 0.3 miles east on Route 55."

Past Use of the Site: include source(s) of contamination and remedial measures (site characterizations, investigations, Interim Remedial Measures, etc.) completed outside of the current remedial program (e.g., work under a petroleum spill incident).

Example: "Until 1992 the site was used for manufacturing wire and wire products (e.g., conduit, insulators) and warehousing. Prior uses that appear to have led to site contamination include metal plating, machining, disposal in a one-acre landfill north of Building 7, and releases of wastewater into a series of dry wells."

When describing the investigations/actions performed outside of the remedial program, include the major chronological remedial events that lead to the site entering a remedial program. The history should include the first involvement by government to address hazardous waste/petroleum disposal. Do not cite reports. Only include remedial activities which were implemented PRIOR to the BCA. Do not describe sampling information.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION IV (continued)

Property Description Narrative (continued)

Site Geology and Hydrogeology:

As appropriate, provide a very brief summary of the main hydrogeological features of the site including depth to water, groundwater flow direction, etc.

Environmental Assessment

The goal of this section is to describe the nature and extent of contamination at the site. When describing the nature of contamination, identify just the primary contaminants of concern (i.e., those that will likely drive remedial decisions/actions). If there are many contaminants present within a group of contaminants (i.e., volatile organic compounds, semivolatile organic compounds, metals), identify the group(s) and one or two representative contaminants within the group. When addressing the extent of contamination, identify the areas of concern at the site, contaminated media (i.e., soil, groundwater, etc.), relative concentration levels, and a broad-brush description of contaminated areas/depths.

The reader should be able to know if contamination is widespread or limited and if concentrations are marginally or greatly above Standards, Criteria and Guidance (SGCs) for the primary contaminants. If the extent is described qualitatively (e.g., low, medium, high), representative concentrations should be given and compared with appropriate SCGs. For soil contamination, the concentrations should be compared with the soil cleanup objectives (SCOs) for the intended use of the site.

A typical Environmental Assessment would look like the following:

Based upon investigations conducted to date, the primary contaminants of concern for the site include cadmium and trichloroethene (TCE).

Soil - Cadmium is found in shallow soil, mostly near a dry well at the northeast end of the property. TCE is found in deeper soil, predominantly at the north end of the site. Concentrations of cadmium found on site (approximately 5 ppm) slightly exceed the soil cleanup objective (SCO) for unrestricted use (2.5 ppm). Concentrations of TCE found on site (5 ppm to 300 ppm) significantly exceed the soil cleanup objectives for the protection of groundwater (0.47 ppm).

Groundwater - TCE and its associated degradation products are also found in groundwater at the north end of the site, moderately exceeding groundwater standards (typically 5 ppb), with a maximum concentration of 1500 ppb. A moderate amount of TCE from the site has migrated 300 feet down-gradient off-site. The primary contaminant of concern for the off-site area is TCE, which is present at a maximum concentration of 500 ppb, at 10 feet below the groundwater table near Avenue A.

Soil Vapor & Indoor Air - TCE was detected in soil vapor at elevated concentrations and was also detected in indoor air at concentrations up to 1,000 micrograms per cubic meter.

If any changes to Section IV are required prior to application approval, a new page, initialed by each requestor, must be submitted.

SECTION V

ADDITIONAL REQUESTOR INFORMATION

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 of Applications determined to be Participants unless another contact name and address is provided with the application.

Consultant and Attorney Name, Address, etc.

Provide requested information.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**SECTION VI CURRENT PROPERTY OWNER/OPERATOR INFORMATION
(IF NOT A REQUESTOR)**

Owner Name, Address, etc.

Provide requested information of the current owner of the property. List all parties holding an interest in the Property and, if the Requestor is not the current owner, describe the Requestor's relationship to the current owner.

Operator Name, Address, etc.

Provide requested information of the current operator (if different from the requestor or owner).

Provide a list of previous property owners and operators with names, last known addresses, telephone numbers and the Requestor's relationship to each owner and operator as a separate attachment

SECTION VII 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 VIII PROPERTY ELIGIBILITY INFORMATION

As a separate attachment, provide complete and detailed information in response to the following eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that that information be summarized.

1. CERCLA / NPL Listing

Has any portion of the property ever been listed on the National Priorities List (NPL) established under CERCLA? If so, provide relevant information.

2. Registry Listing

Has any portion of the property ever been listed on the New York State Registry of Inactive Hazardous Waste Disposal Sites established under ECL 27-1305? If so, please provide the site number and classification. See the Division of Environmental Remediation (DER) [website](#) for a database of sites with classifications.

3. RCRA Listing

Does the property have a Resource Conservation and Recovery Act (RCRA) TSDF Permit in accordance with the ECL 27-0900 *et seq*? If so, please provide the EPA Identification Number, the date the permit was issued, and its expiration date. Note: for purposes of this application, interim status facilities are not deemed to be subject to a RCRA permit.

4. Registry / RCRA sites owned by volunteers

If the answer to question 2 or 3 above is yes, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? Attach any information available to the requestor related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filing and corporate dissolution documentation.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

SECTION VIII (continued)

5. Existing Order

Is the property subject to an order for cleanup under Article 12 of the Navigation Law or Article 17 Title 10 of the ECL? If so, please provide information on an attachment. Note: if the property is subject to a stipulation agreement, relevant information should be provided; however, property will not be deemed ineligible solely on the basis of the stipulation agreement.

6. Enforcement Action Pending

Is the property subject to an enforcement action under Article 27, Titles 7 or 9 of the ECL or subject to any other ongoing state or federal enforcement action related to the contamination which is at or emanating from the property? If so, please provide information on an attachment.

SECTION IX CONTACT LIST INFORMATION

Provide the names and addresses of the parties on the Site Contact List (SCL) and a letter from the repository acknowledging agreement to act as the document repository for the proposed BCP project.

SECTION X LAND USE FACTORS

In addition to eligibility information, site history, and environmental data/reports, the application requires information regarding the current, intended and reasonably anticipated future land use.

1. This information consists of responses to the "land use" factors to be considered relative to the "Land Use" section of the BCP application. The information will be used to determine the appropriate land use in conjunction with the investigation data provided, in order to establish eligibility for the site based on the definition of a "brownfield site" pursuant to ECL 27-1405(2).
2. This land use information will be used by DEC, in addition to all other relevant information provided, to determine whether the proposed use is consistent with the currently identified, intended and reasonably anticipated future land use of the site at this stage. Further, this land use finding is subject to information regarding contamination at the site or other information which could result in the need for a change in this determination being borne out during the remedial investigation.

SECTION XI SIGNATURE PAGE

The Requestor must sign the application, or designate a representative who can sign. The requestor's consultant or attorney cannot sign the application. If there are multiple parties applying, then each must sign a signature page. 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 entity's name must appear exactly as given in the NYS Department of State's Corporation & Business Entity Database.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

DETERMINATION OF A COMPLETE APPLICATION

1. The first step in the application review and approval process is an evaluation to determine if the application is complete. To help ensure that the application is determined complete, requestors should review the list of [common application deficiencies](#) and carefully read these instructions.
2. DEC will send a notification to the requestor within 30 calendar days of receiving the application, indicating whether such application is complete or incomplete.
3. An application must include the following information relative to the site identified by the application, necessary for making an eligibility determination, or it will be deemed incomplete. (**Please note:** the application as a *whole* requires more than the information outlined below to be determined complete). The application must include:
 - a. for all sites, an investigation report sufficient to demonstrate the site requires remediation in order to meet the requirements of the program, and that the site is a brownfield site at which contaminants are present at levels exceeding the soil cleanup objectives or other health-based or environmental standards, criteria or guidance adopted by DEC that are applicable based on the reasonably anticipated use of the property, in accordance with applicable regulations. Required data includes site drawings requested in Section III, #3 of the BCP application form.
 - b. for those sites described below, documentation relative to the volunteer status of all requestors, as well as information on previous owners or operators that may be considered responsible parties **and** their ability to fund remediation of the site. This documentation is required for:
 - i. real property listed in the registry of inactive hazardous waste disposal sites as a class 2 site, which may be eligible provided that DEC has not identified any responsible party for that property having the ability to pay for the investigation or cleanup of the property prior to the site being accepted into the BCP; or
 - ii. real property that was a hazardous waste treatment, storage or disposal facility having interim status pursuant to the Resource Conservation and Recovery Act (RCRA) program, which may be eligible provided that DEC has not identified any responsible party for that property having the ability to pay for the investigation or cleanup of the property prior to the site being accepted into the BCP.
 - c. for sites located within the five counties comprising New York City, in addition to (a) and if applicable (b) above, if the application is seeking a determination that the site is eligible for tangible property tax credits, sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27 1407(1-a). **If this determination is not being requested in the application to participate in the BCP, the applicant may seek this determination at any time before issuance of a certificate of completion, using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.**
 - d. for sites previously remediated pursuant to Titles 9, 13, or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law, relevant documentation of this remediation.

**NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

DETERMINATION OF A COMPLETE APPLICATION (continued)

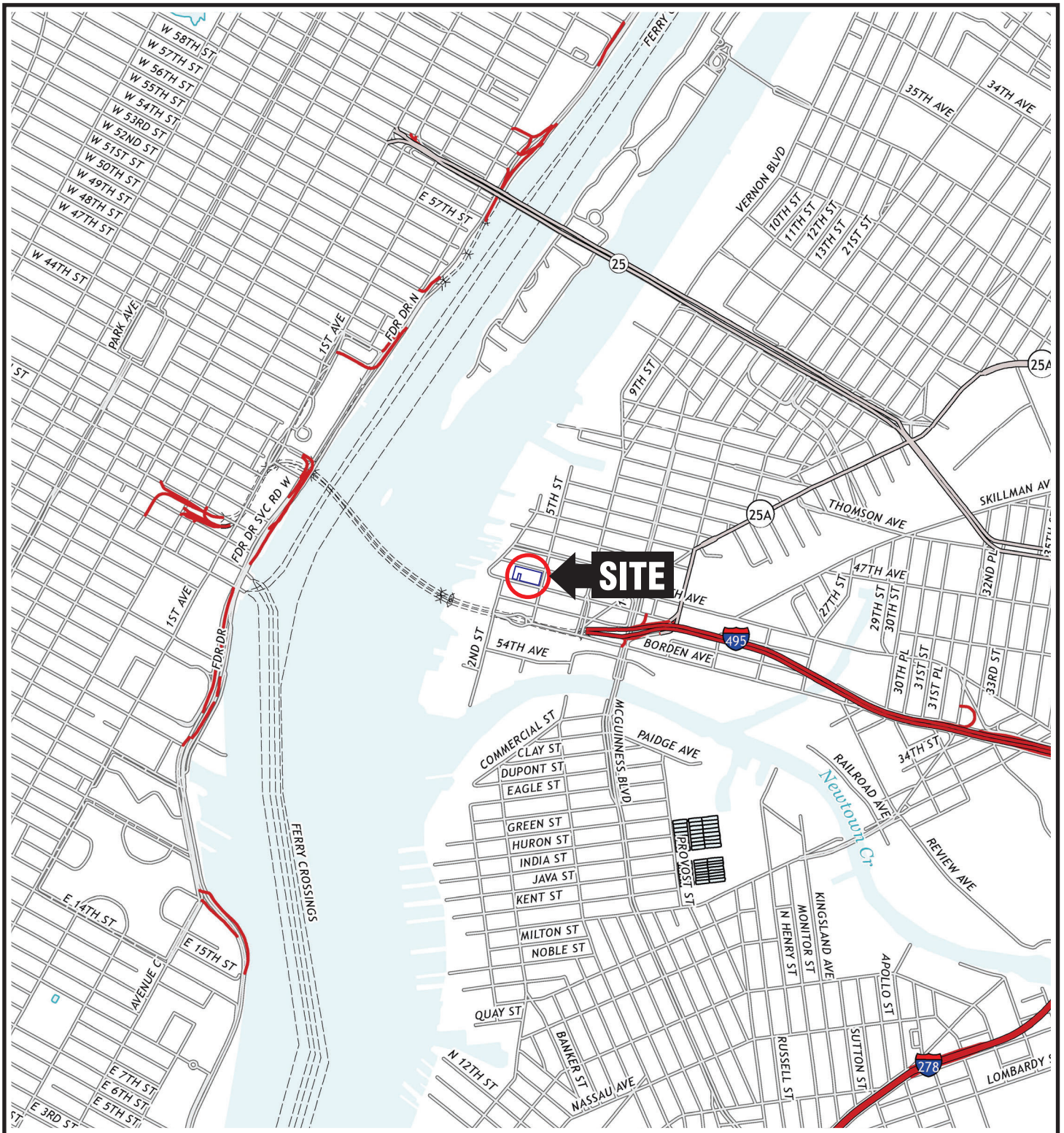
4. If the application is found to be incomplete:
 - a. the requestor will be notified via email or phone call regarding minor deficiencies. The requestor must submit information correcting the deficiency to DEC within the 30-day review time frame; or
 - b. the requestor will receive a formal Letter of Incomplete Application (LOI) if an application is substantially deficient, if the information needed to make an eligibility determination identified in #4 above is missing or found to be incomplete, or if a response to a minor deficiency is not received within the 30-day period. The LOI will detail all of the missing information and request submission of the information. If the information is not submitted within 30 days from the date of the LOI, the application will be deemed withdrawn. In this case, the requestor may resubmit the application without prejudice.

5. If the application is determined to be complete, DEC will send a Letter of Complete Application (LOC) that includes the dates of the public comment period. The LOC will:
 - a. include an approved public notice to be sent to all parties on the Contact List included with the application;
 - b. provide instructions for publishing the public notice in the newspaper on the date specified in the letter, and instructions for mailing the notice to the Contact List;
 - c. identify the need for a certification of mailing form to be returned to DEC along with proof of publication documentation; and
 - d. specify the deadline for publication of the newspaper notice, which must coincide with, or occur before, the date of publication in the Environmental Notice Bulletin (ENB).
 - i. DEC will send a notice of the application to the ENB. As the ENB is only published on Wednesdays, DEC must submit the notice by the Wednesday before it is to appear in the ENB.
 - ii. The mailing to parties on the Contact List must be completed no later than the Tuesday prior to ENB publication. If the mailings, newspaper notice and ENB notice are not completed within the time-frames established by the LOC, the public comment period on the application will be extended to insure that there will be the required comment period.
 - iii. Marketing literature or brochures are prohibited from being included in mailings to the Contact List.

Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

FIGURES

1. Site Location Map
2. Existing Site Conditions
3. Tax Map
4. Surrounding Land Usage
5. Summary of Soil Exceedances
6. Summary of Groundwater Exceedances
7. Summary of Soil Vapor Detections



QUADRANGLE LOCATION



SOURCE:
 USGS; Brooklyn, NY (2013),
 USGS; Central Park, NY-NJ (2013),
 USGS; Weehawken, NJ-NY (2011),
 USGS; Jersey City, NJ-NY (2011)
 7.5 Minute Topographic Quadrangles

Title:

SITE LOCATION MAP

2-33 50TH AVENUE, LONG ISLAND CITY, NEW YORK

Prepared for:

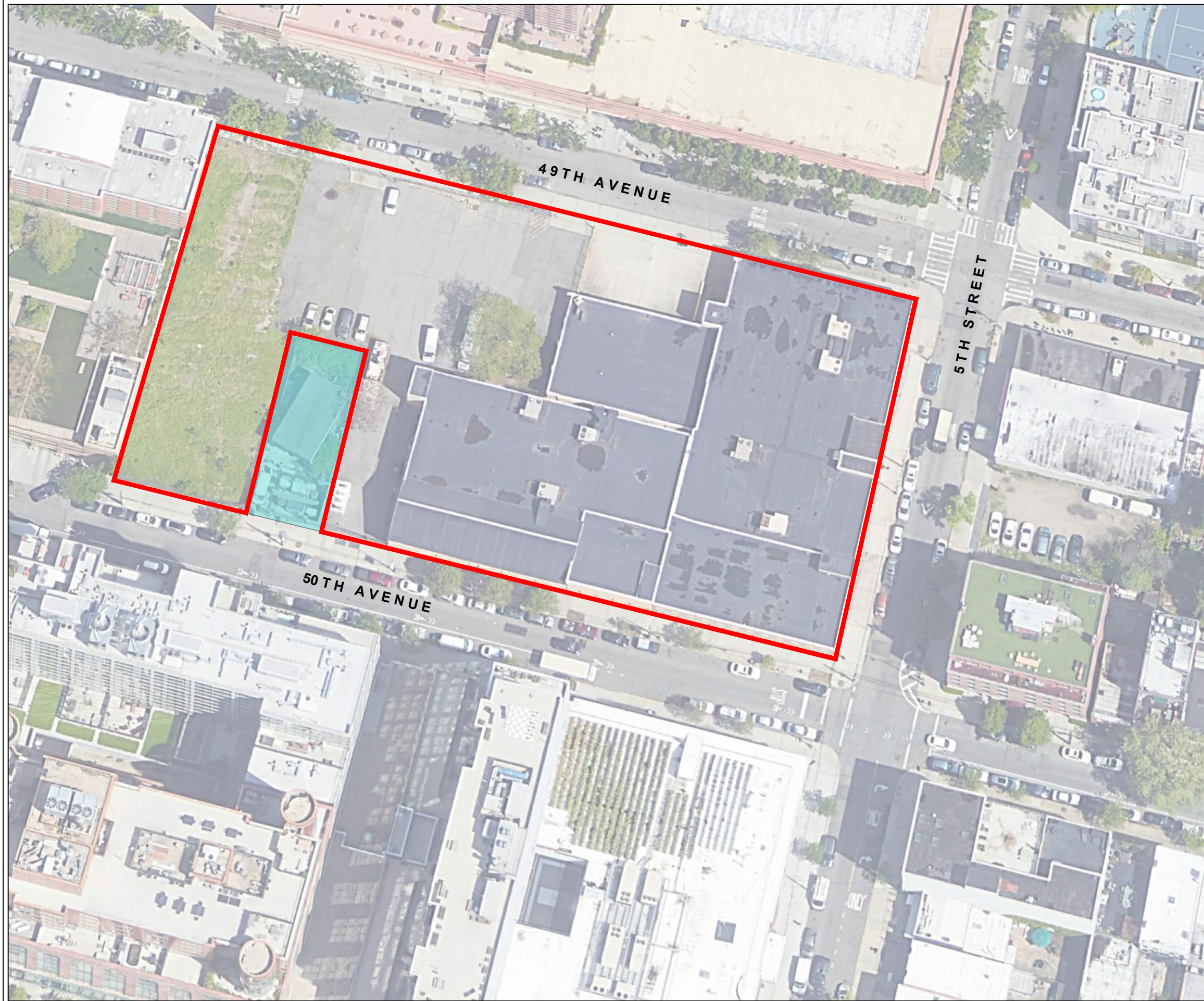
50th & 5th LIC LLC

ROUX
 ROUX ASSOCIATES, INC.
 Environmental Consulting
 & Management

Compiled by: B.V.	Date: 29OCT20
Prepared by: G.M.	Scale: AS SHOWN
Project Mgr.: W.S.	Project No.: 2887.004Y000
File: 2887.0004Y106.01.CDR	

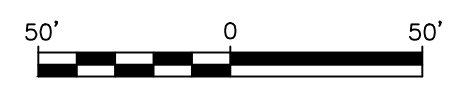
FIGURE

1



LEGEND

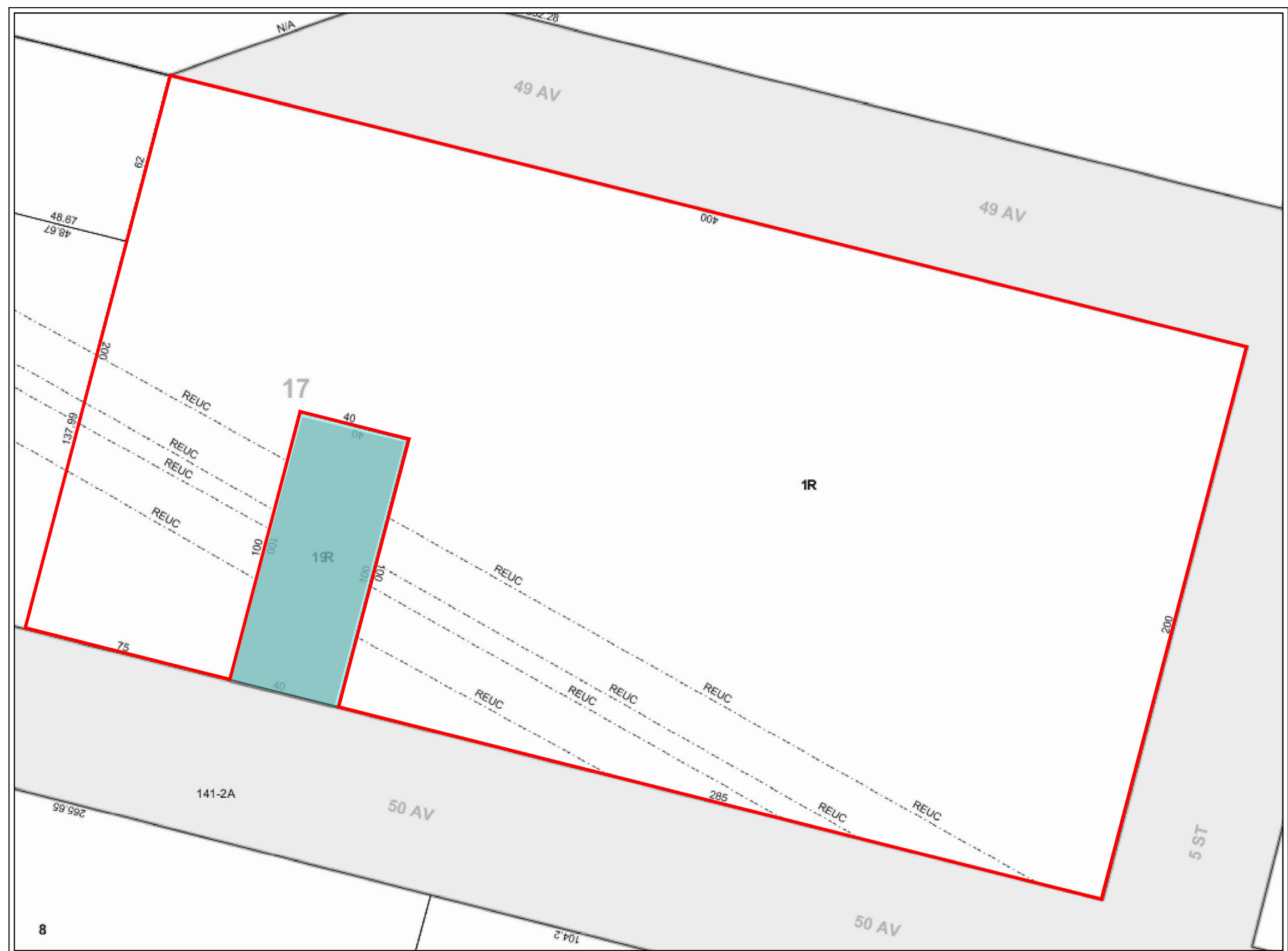
- BCP SITE BOUNDARY
- LOT NOT PART OF THE BCP SITE



<p>Title:</p> <h2 style="margin: 0;">EXISTING CONDITIONS</h2> <p style="margin: 0;">2-33 50TH AVENUE, LONG ISLAND CITY, NEW YORK</p>			
<p>Prepared for:</p> <p style="margin: 0;">50th & 5th LIC LLC</p>			
	Compiled by: B.V.	Date: 29OCT30	<p>FIGURE</p> <h1 style="margin: 0;">2</h1>
	Prepared by: G.M.	Scale: AS SHOWN	
	Project Mgr: W.S.	Project: 2887.0004Y000	
	File: 2887.0004Y106.02.DWG		

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LEGEND

— BCP SITE BOUNDARY

■ LOT NOT PART OF THE BCP SITE



Title:			
TAX MAP			
2-33 50TH AVENUE, LONG ISLAND CITY, NEW YORK			
Prepared for:			
50th & 5th LIC LLC			
ROUX	Compiled by: B.V.	Date: 29OCT30	FIGURE 3
	Prepared by: G.M.	Scale: NOT TO SCALE	
	Project Mgr: W.S.	Project: 2887.0004Y000	
	File: 2887.0004Y106.02.DWG		



LEGEND

BCP SITE BOUNDARY

KEY

- PUBLIC FACILITIES AND INSTITUTIONS
- MIXED RESIDENTIAL AND COMMERCIAL BUILDING
- COMMERCIAL AND OFFICE BUILDING
- MULTI FAMILY BUILDING
- OPEN SPACE AND OUTDOOR RECREATION



A QUEENS WEST DEVELOPMENT CORPORATION
633 THIRD AVENUE, 36TH FLOOR,
NEW YORK, NY 10017

B THE 48-21 FIFTH STREET CONDO
48-21 5TH STREET
LONG ISLAND CITY, NY 11101

C STUDIO JA LLC
49-01 5TH STREET
LONG ISLAND CITY, NY 11101

D JOHN P. TITA
90 LAKE ROAD
PLANDOME MANOR, NY 11030

E PCI GREEN REALTY, LLC
5-46 46TH AVENUE
LONG ISLAND CITY, NY 11101

F THE GALAXY
5-03 50TH AVENUE
LONG ISLAND CITY, NY 11101

G PRESTIGE CONDOMINIUM
50-01 5TH STREET
LONG ISLAND CITY, NY 11101

H 5TH STREET REAL ESTATE COMPANY
50-02 5TH STREET
LONG ISLAND CITY, NY 11101

I THE POWERHOUSE YARD
226 50TH AVENUE
LONG ISLAND CITY, NY 11101

J 50-01 2ND STREET ASSOCIATES LLC
C/O THE LIGHTSTONE GROUP
1985 CEDAR BRIDGE AVENUE
LAKEWOOD, NJ 08701

K MTA NYC TRANSIT
2 BROADWAY
NEW YORK, NY 10004

L QUEENS WEST DEVELOPMENT CORPORATION
633 THIRD AVENUE, 36TH FLOOR
NEW YORK, NY 10017

M RIVERVIEW GARDENS HDFC, INC
C/O NEW YORK FOUNDATION FOR SENIOR
CITIZENS
11 PARK PLACE, SUITE 1416
NEW YORK, NY 10007

N QUEENS WEST DEVELOPMENT CORPORATION
633 THIRD AVENUE, 36TH FLOOR
NEW YORK, NY 10017

O P.S. 78
470-07 30TH PLACE
LONG ISLAND CITY, NY 11101

SURROUNDING LAND USE			
2-33 50TH AVENUE, LONG ISLAND CITY, NEW YORK			
Prepared for: 50th & 5th LIC LLC			
ROUX	Compiled by: B.V.	Date: 29OCT30	FIGURE 4
	Prepared by: G.M.	Scale: AS SHOWN	
	Project Mgr: W.S.	Project: 2887.0004Y000	
	File: 2887.0004Y106.02.DWG		

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SOUTH WALL		7/1997
SVOCs		
Benzo[a]anthracene	2.2	
Benzo[a]pyrene	3.6	
Benzo[b]fluoranthene	6.4	
Indeno[1,2,3-cd]pyrene	1.3	
Chrysene	2.3	

NORTH WALL		7/1997
SVOCs		
Benzo[a]anthracene	1.3	
Benzo[a]pyrene	1.1	
Benzo[b]fluoranthene	2.1	
Chrysene	1.2	

RXSB-7		7/22/20	7/22/20
Depth (ft bls)			
		4 - 6	11 - 13
Metals			
Lead	68.2	NE	
Zinc	116	NE	

RXSB-6		7/22/20	7/22/20
Depth (ft bls)			
		0.6 - 2	7 - 9
Metals			
Copper	142	NE	
Lead	165	NE	
Mercury	1.1	NE	
Zinc	222	NE	
Pesticides and Herbicides			
4,4'-DDT	0.014	ND	

RXSB-2		7/21/20	7/21/20
Depth (ft bls)			
		3 - 5	13 - 15
VOCs			
Acetone	0.064	NE	
SVOCs			
Benzo[a]anthracene	3	ND	
Benzo[a]pyrene	3.8	ND	
Benzo[b]fluoranthene	4.3	ND	
Benzo[k]fluoranthene	1.9	ND	
Chrysene	3	ND	
Dibenzo[a,h]anthracene	0.67	ND	
Indeno[1,2,3-cd]pyrene	2.3	ND	
Metals			
Copper	65.6	NE	
Lead	66.7	NE	
Mercury	1	ND	
Pesticides and Herbicides			
4,4'-DDT	0.0084	ND	

WEST WALL		7/1997
SVOCs		
Benzo[b]fluoranthene	1.8	

RXSB-4		7/22/20	7/21/20	7/21/20	7/21/20
Depth (ft bls)					
		0 - 2	8 - 10	13 - 15	13 - 15 DUP
SVOCs					
Acenaphthene	22	ND	ND	ND	
Benzo[a]anthracene	100	NE	NE	NE	
Benzo[a]pyrene	98	NE	NE	NE	
Benzo[b]fluoranthene	120	NE	NE	NE	
Benzo[k]fluoranthene	50	NE	NE	NE	
Chrysene	95	NE	NE	NE	
Dibenzo[a,h]anthracene	9.7	ND	ND	ND	
Dibenzofuran	13 J	NE	ND	ND	
Fluoranthene	220	NE	NE	NE	
Indeno[1,2,3-cd]pyrene	44	NE	NE	NE	
Naphthalene	15 BJ	NE	ND	NE	
Phenanthrene	180	NE	NE	NE	
Pyrene	180	NE	NE	NE	
Metals					
Lead	302	NE	NE	NE	
Mercury	1.3	ND	ND	NE	
Zinc	369	NE	NE	NE	

RXSB-3		7/21/20	7/21/20
Depth (ft bls)			
		8 - 10	12 - 14
VOCs			
n-Butylbenzene	ND	15	
n-Propylbenzene	ND	5.5	
sec-Butylbenzene	ND	17	

RXSB-10		7/22/20	7/22/20
Depth (ft bls)			
		0 - 2	8 - 10
SVOCs			
Benzo[a]anthracene	14	3.9	
Benzo[a]pyrene	14	3.1	
Benzo[b]fluoranthene	16	3.3	
Benzo[k]fluoranthene	6.2	1.3	
Chrysene	13	3.5	
Dibenzo[a,h]anthracene	1.5	0.48	
Indeno[1,2,3-cd]pyrene	7	1.3	
Metals			
Chromium, Trivalent	30.4	NE	
Chromium	30.8	NE	
Copper	91	NE	
Lead	549	NE	
Mercury	1	1.5	
Nickel	33.3	NE	
Zinc	158	NE	

Parameter	NYSDEC Part 375 Unrestricted Use Soil Cleanup Objectives	NYSDEC Part 375 Restricted Residential Soil Cleanup Objectives
VOCs		
Acetone	0.05	100
n-Butylbenzene	12	100
n-Propylbenzene	3.9	100
sec-Butylbenzene	11	100
SVOCs		
3&4-Methylphenol	0.33	100
Acenaphthene	20	100
Anthracene	100	100
Benzo[a]anthracene	1	1
Benzo[a]pyrene	1	1
Benzo[b]fluoranthene	1	1
Benzo[k]fluoranthene	0.8	3.9
Chrysene	1	3.9
Dibenzo[a,h]anthracene	0.33	0.33
Dibenzofuran	7	59
Fluoranthene	100	100
Indeno[1,2,3-cd]pyrene	0.5	0.5
Naphthalene	12	100
Phenanthrene	100	100
Pyrene	100	100
Metals		
Arsenic	13	16
Chromium, Hexavalent	1	110
Chromium, Trivalent	30	180
Chromium	30	180
Copper	50	270
Lead	63	400
Mercury	0.18	0.81
Nickel	30	310
Silver	2	180
Zinc	109	10000
Pesticides and Herbicides		
4,4'-DDT	0.0033	7.9

mg/kg - MILLIGRAMS PER KILOGRAM

NYSDEC - NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

DUP - DUPLICATE SAMPLE

VOCs - VOLATILE ORGANIC COMPOUNDS

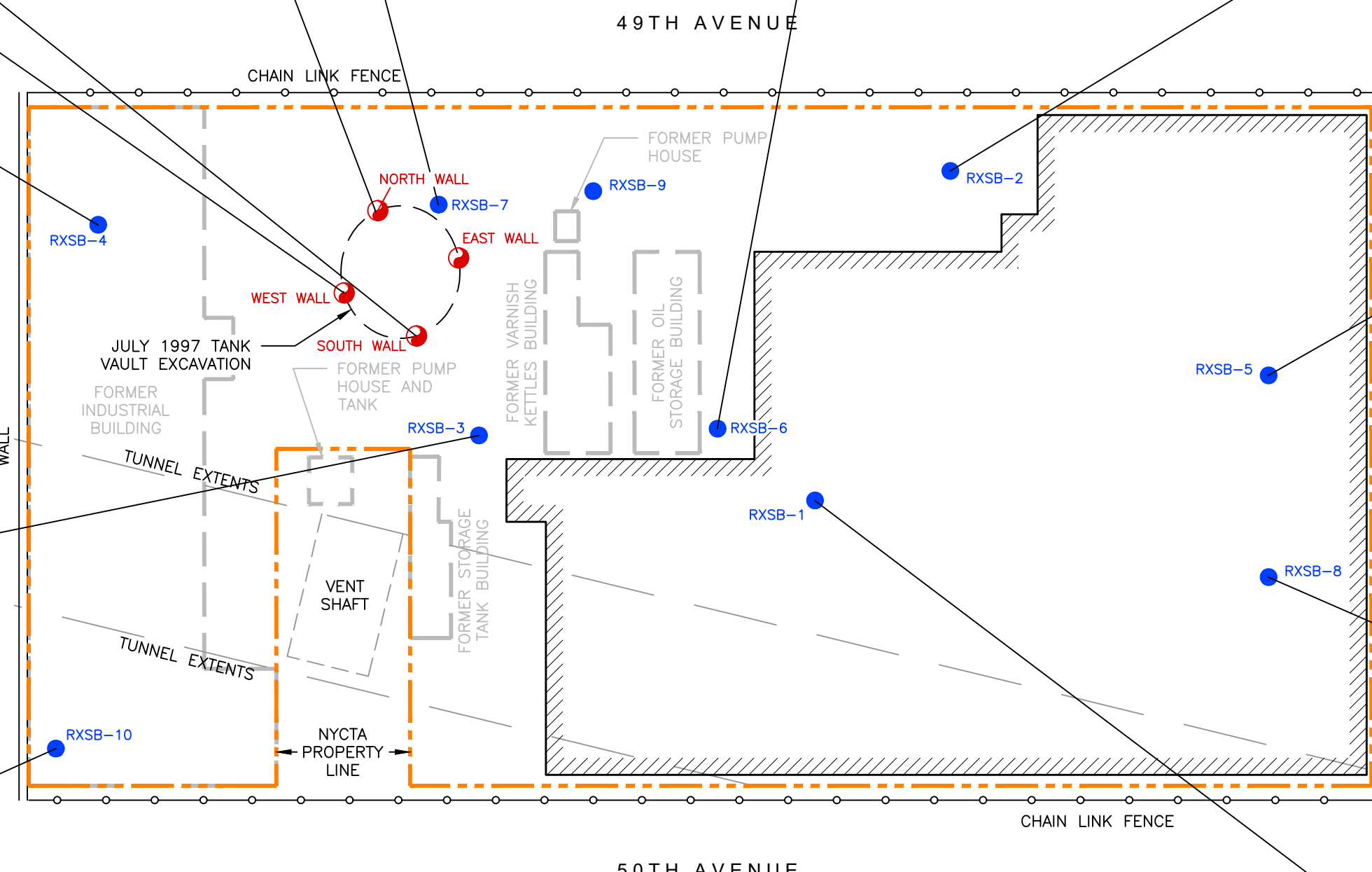
SVOCs - SEMIVOLATILE ORGANIC COMPOUNDS

NE - NO EXCEEDANCE

ND - NO DETECTION

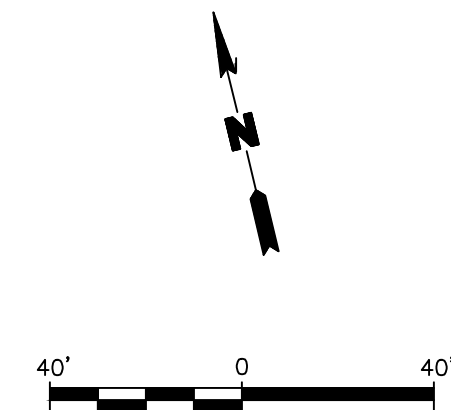
ft bls - FEET BELOW LAND SURFACE

RXSB-1		7/20/20	7/20/20
Depth (ft bls)			
		0.7 - 2	4 - 8
SVOCs			
3&4-Methylphenol	0.45 J	ND	
Benzo[a]anthracene	7.2	NE	
Benzo[a]pyrene	6.4	NE	
Benzo[b]fluoranthene	8	NE	
Benzo[k]fluoranthene	2.9	NE	
Chrysene	6.9	NE	
Dibenzo[a,h]anthracene	0.79	NE	
Indeno[1,2,3-cd]pyrene	3.8	NE	
Metals			
Arsenic	NE	18.8	
Copper	113	139	
Lead	323	4320	
Mercury	27.6	NE	
Zinc	372	264	



LEGEND

- SITE BOUNDARY
- SUBWAY TUNNEL BOUNDARY
- BUILDING
- RXSB-7 ROUX 2020 SOIL BORING LOCATION AND DESIGNATION
- NORTH WALL IMPACT 1997 CAP TANK VAULT EXCAVATION SIDEWALL SOIL ENDPOINT LOCATION AND DESIGNATION



Title: **SOIL EXCEEDANCES OF UNRESTRICTED USE AND RESTRICTED RESIDENTIAL USE SOIL CLEANUP OBJECTIVES**

2-33 50TH AVENUE, LONG ISLAND CITY, NEW YORK

Prepared for: **50th & 5th LIC LLC**

Compiled by: B.V.	Date: 30OCT20	FIGURE
Prepared by: G.M.	Scale: AS SHOWN	5
Project Mgr: W.S.	Project: 2887.0004Y000	
File: 2887.0004Y106.03.DWG		

GW-7	7/23/20
VOCs	
n-Butylbenzene	14
n-Propylbenzene	87
sec-Butylbenzene	31
tert-Butylbenzene	7.5
SVOCs	
Benzo[a]anthracene	6.9
Benzo[a]pyrene	3.8 T
Benzo[b]fluoranthene	3.9
Benzo[k]fluoranthene	1.8
Chrysene	5.4
Indeno[1,2,3-cd]pyrene	1.3 J
Metals, Total	
Beryllium	3.7
Lead	44
Manganese	7550
Metals, Filtered	
Manganese	5650

GW-6	7/22/20
Metals, Total	
Manganese	1320
Metals, Filtered	
Manganese	1220

GW-2	7/22/20
Metals, Total	
Manganese	2920
Metals, Filtered	
Manganese	2650

GW-1	7/21/20
Metals, Total	
Manganese	9370
Metals, Filtered	
Manganese	9680

GW-4	7/23/20	7/23/20 DUP
Metals, Total		
Manganese	489	559
Metals, Filtered		
Manganese	NE	543

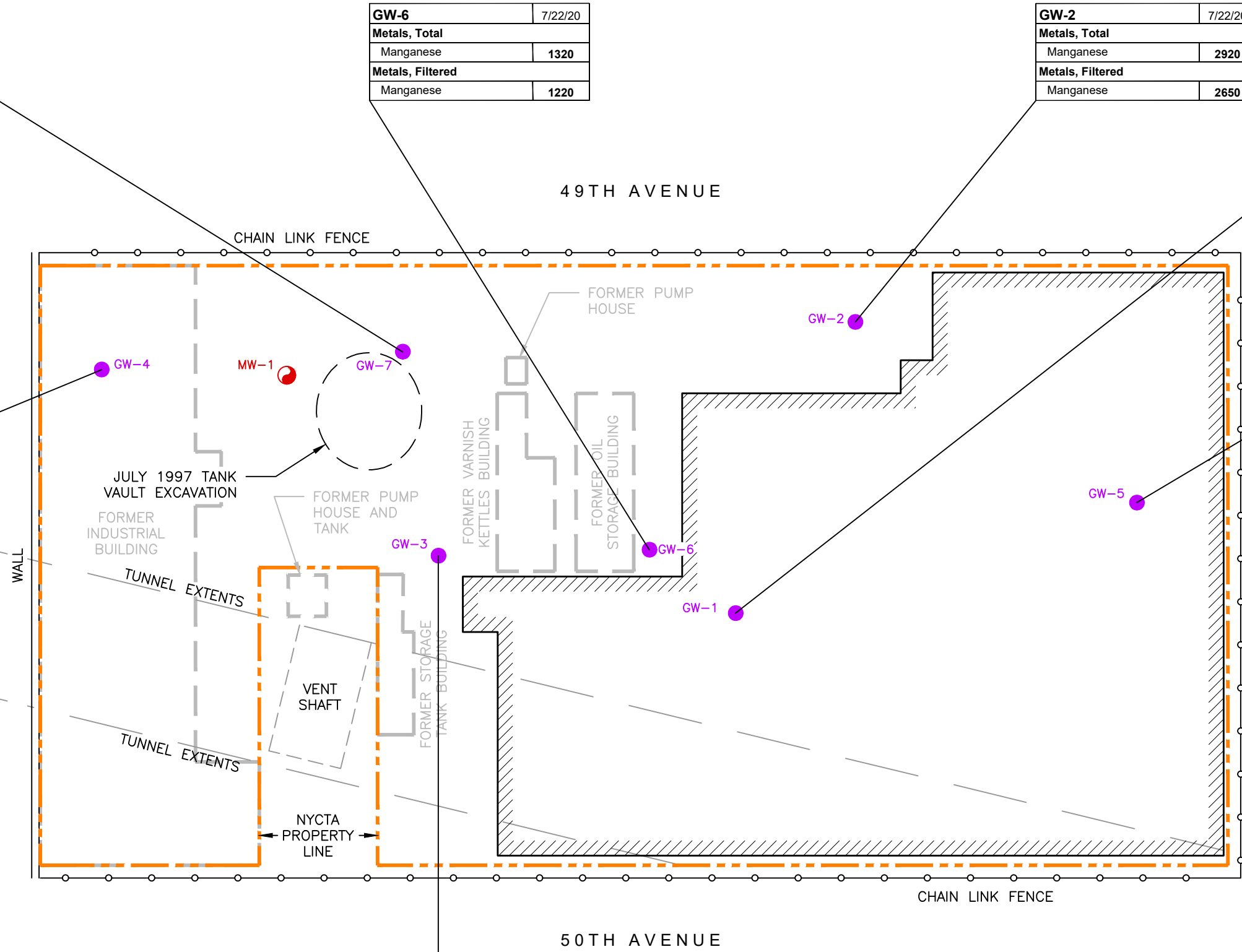
GW-5	7/21/20
VOCs	
Benzene	5.4
SVOCs	
Acenaphthene	100
Metals, Total	
Manganese	1490
Metals, Filtered	
Manganese	1560

GW-3	7/23/20
VOCs	
n-Butylbenzene	5.5
n-Propylbenzene	10
sec-Butylbenzene	14
SVOCs	
Benzo[a]anthracene	0.78 J
Benzo[a]pyrene	0.78 JT
Metals, Total	
Manganese	464
Metals, Filtered	
Manganese	577

Parameter	NYSDEC AWQSGV
VOCs	
Benzene	1
n-Butylbenzene	5
n-Propylbenzene	5
sec-Butylbenzene	5
tert-Butylbenzene	5
SVOCs	
Acenaphthene	20
Benzo[a]anthracene	0.002
Benzo[a]pyrene	0
Benzo[b]fluoranthene	0.002
Benzo[k]fluoranthene	0.002
Chrysene	0.002
Indeno[1,2,3-cd]pyrene	0.002
Metals, Total	
Beryllium	3
Lead	25
Manganese	300
Metals, Filtered	
Beryllium	3
Lead	25
Manganese	300

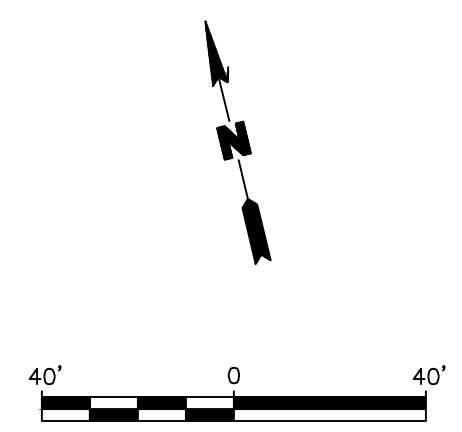
µg/L – MICROGRAMS PER LITER
 NYSDEC – NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 AWQSGVs – AMBIENT WATER-QUALITY STANDARDS AND GUIDANCE VALUES
 J – ESTIMATED VALUE
 T – INDICATES THAT A QUALITY CONTROL PARAMETER HAS EXCEEDED LABORATORY LIMITS
 DUP – DUPLICATE SAMPLE
 VOCs – VOLATILE ORGANIC COMPOUNDS
 SVOCs – SEMIVOLATILE ORGANIC COMPOUNDS
 NE – NO EXCEEDANCE

CONCENTRATIONS IN µg/L



LEGEND

- SITE BOUNDARY
- SUBWAY TUNNEL BOUNDARY
- ▨ BUILDING
- GW-1 ROUX 2020 GROUNDWATER WELL LOCATION AND DESIGNATION
- MW-1 IMPACT 1997 GROUNDWATER MONITORING WELL LOCATION AND DESIGNATION (DESTROYED)



Title: **GROUNDWATER SAMPLE EXCEEDANCES**

2-33 50TH AVENUE, LONG ISLAND CITY, NEW YORK

Prepared for: **50th & 5th LIC LLC**

Compiled by: B.V.	Date: 30OCT20	FIGURE 6
Prepared by: G.M.	Scale: AS SHOWN	
Project Mgr: W.S.	Project: 2887.0004Y000	

File: 2887.0004Y106.03.DWG

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SV-7		7/22/20
VOCs		
1,2,4-Trimethylbenzene	361	
1,3,5-Trimethylbenzene	125	
2-Butanone (MEK)	1040	
2-Hexanone	198	
4-Ethyltoluene	91.4	
Acetone	59.4	
Benzene	27.7	
Carbon disulfide	4.36	
Chloroform	40.4	
Cyclohexane	6.64	
Ethanol	56	
Ethylbenzene	248	
Heptane	27.1	
Isooctane	21	
m+p-Xylene	921	
n-Hexane	12.5	
o-Xylene	339	
Styrene	6.22	
Tetrachloroethene	115	
Toluene	610	

SV-4		7/22/20
VOCs		
1,2,4-Trimethylbenzene	305	
1,3,5-Trimethylbenzene	92.9	
2-Butanone (MEK)	1700	
2-Hexanone	368	
4-Ethyltoluene	99.3	
Acetone	141	
Benzene	8.47	
Cyclohexane	75	
Ethylbenzene	237	
Heptane	208	
m+p-Xylene	899	
n-Hexane	65.9	
o-Xylene	331	
Toluene	497	

SV-3		7/22/20
VOCs		
1,2,4-Trimethylbenzene	274	
1,3,5-Trimethylbenzene	89	
2-Butanone (MEK)	1330	
2-Hexanone	253	
4-Ethyltoluene	86	
Acetone	164	
Benzene	6.61	
Ethylbenzene	219	
Heptane	16.7	
Isooctane	19.2	
m+p-Xylene	830	
n-Hexane	8.11	
o-Xylene	317	
Tetrachloroethene	18.9	
Toluene	433	

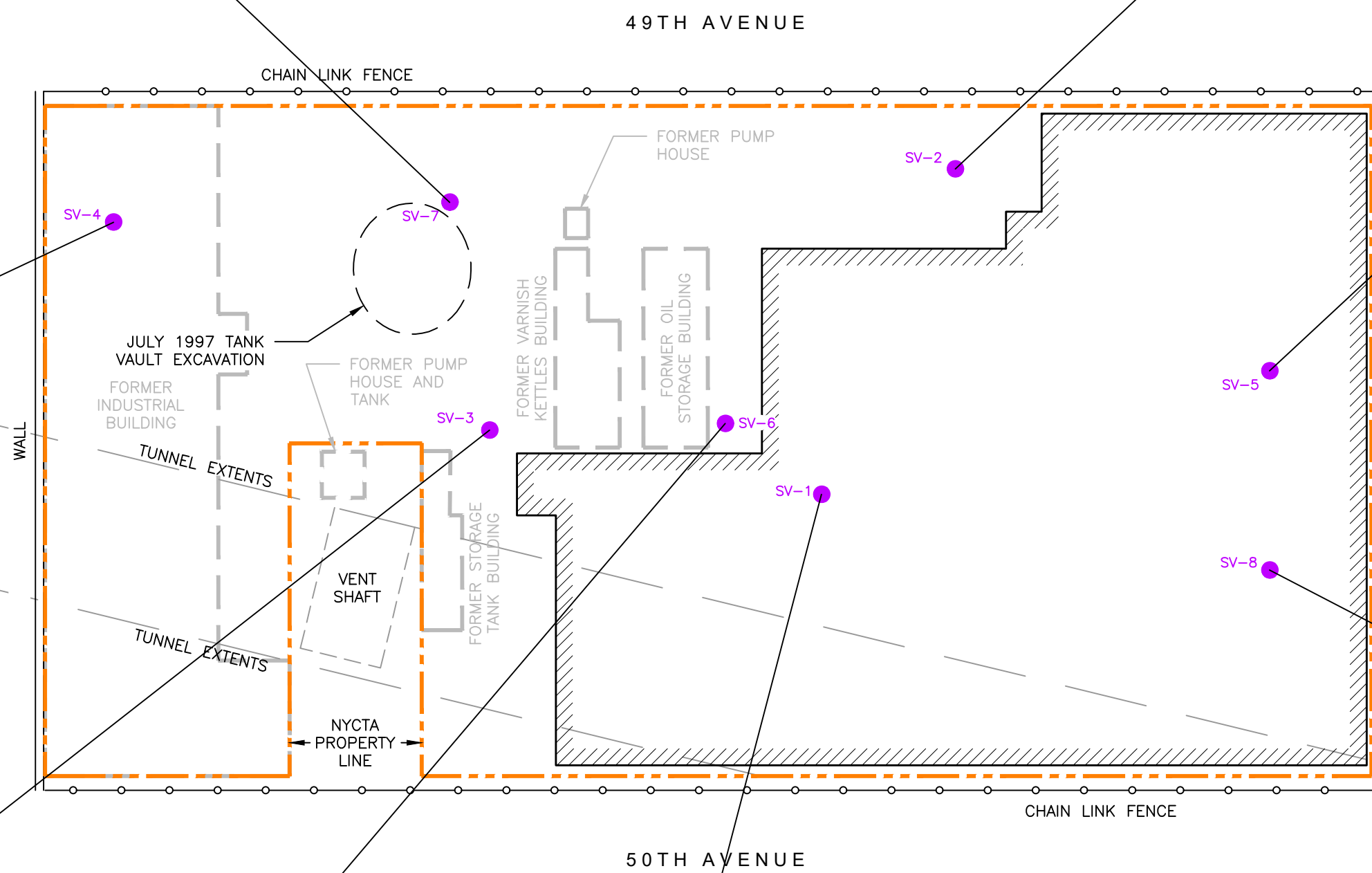
SV-6		7/22/20
VOCs		
1,2,4-Trimethylbenzene	350	
1,3,5-Trimethylbenzene	89.5	
2-Butanone (MEK)	554	
2-Hexanone	107	
4-Ethyltoluene	96.4	
Acetone	36.3	
Benzene	11.8	
Carbon disulfide	7.79	
Cyclohexane	4.92	
Ethanol	40.5	
Ethylbenzene	214	
Heptane	25.9	
Isooctane	15.5	
m+p-Xylene	791	
n-Hexane	15.1	
o-Xylene	300	
Tetrachloroethene	10.3	
Toluene	501	

SV-1		7/21/20
VOCs		
1,2,4-Trimethylbenzene	12	
1,3,5-Trimethylbenzene	3.29	
2-Butanone (MEK)	3.83	
4-Ethyltoluene	5.8	
Acetone	6.08	
Benzene	2.99	
Carbon disulfide	5.29	
Chloroform	0.977	
Cyclohexane	50.3	
Dichlorodifluoromethane	2.55	
Ethyl Acetate	3.01	
Ethylbenzene	17	
Heptane	2.77	
Isooctane	1.42	
Isopropanol	2.14	
m+p-Xylene	65.2	
Methylene chloride	1.98	
n-Hexane	3.63	
o-Xylene	14.6	
Styrene	1.45	
Tetrachloroethene	10.4	
Toluene	70.1	
Trichlorofluoromethane	1.66	

SV-2		7/22/20
VOCs		
1,2,4-Trimethylbenzene	290	
1,3,5-Trimethylbenzene	97.3	
2-Butanone (MEK)	1160	
2-Hexanone	216	
4-Ethyltoluene	70.8	
Acetone	161	
Benzene	24.1	
Carbon disulfide	44.5	
Cyclohexane	16.2	
Ethylbenzene	241	
Heptane	57.4	
Isooctane	46.5	
m+p-Xylene	860	
n-Hexane	55.3	
o-Xylene	340	
Tetrachloroethene	18	
Toluene	641	
Trichloroethene	7.26	

SV-5		7/21/20
VOCs		
1,2,4-Trimethylbenzene	19.9	
1,3,5-Trimethylbenzene	4.51	
2-Butanone (MEK)	3.69	
4-Ethyltoluene	9.09	
Acetone	4.04	
Benzene	2.88	
Carbon disulfide	0.956	
Chloroform	2.4	
Cyclohexane	1.1	
Dichlorodifluoromethane	2.44	
Ethyl Acetate	5.01	
Ethylbenzene	27.1	
Heptane	2.95	
Isooctane	2.29	
Isopropanol	3.59	
m+p-Xylene	102	
n-Hexane	4.16	
o-Xylene	24.7	
Styrene	2	
Tetrachloroethene	11.4	
Toluene	83.3	
Trichlorofluoromethane	1.84	

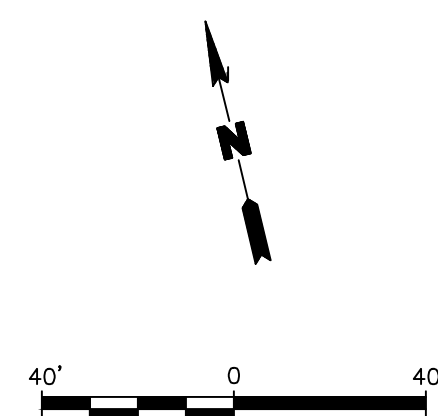
SV-8		7/21/20
VOCs		
1,2,4-Trimethylbenzene	15.3	
1,3,5-Trimethylbenzene	5.51	
4-Ethyltoluene	6.29	
Benzene	8.27	
Cyclohexane	640	
Ethyl Acetate	16.6	
Ethylbenzene	25.1	
Heptane	271	
Isopropanol	5.73	
m+p-Xylene	76.4	
n-Hexane	221	
o-Xylene	26.8	
Tetrachloroethene	8.41	
Toluene	78	



LEGEND

- SITE BOUNDARY
- SUBWAY TUNNEL BOUNDARY
- BUILDING
- SV-5 ROUX 2020 SOIL VAPOR LOCATION AND DESIGNATION

CONCENTRATIONS IN $\mu\text{g}/\text{m}^3$
 $\mu\text{g}/\text{m}^3$ - MICROGRAMS PER CUBIC METER
 VOCs - VOLATILE ORGANIC COMPOUNDS



SOIL VAPOR DETECTIONS		
2-33 50TH AVENUE, LONG ISLAND CITY, NEW YORK		
Prepared for: 50th & 5th LIC LLC		
Compiled by: W.S.	Date: 30OCT20	FIGURE
Prepared by: G.M.	Scale: AS SHOWN	7
Project Mgr: W.S.	Project: 2887.0004Y000	
File: 2887.0004Y106.03.DWG		

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Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

APPENDICES

- A. Requestor Information
- B. Project Description
- C-1. Environmental History Narrative
- C-2. Environmental History Reports
(Provided on CD with Bound Application)
- D. Property Information
- E. Previous Owners and Operators
- F. Volunteer Statement
- G. Proof of Site Access
- H. Site Contact List

Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

APPENDIX A

Requestor Information

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 21, 2020.

Selected Entity Name: 50TH & 5TH LIC LLC

Selected Entity Status Information

Current Entity Name: 50TH & 5TH LIC LLC

DOS ID #: 5824630

Initial DOS Filing Date: AUGUST 31, 2020

County: KINGS

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

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

C/O 50TH & 5TH LIC LLC
184 NORTH 8TH STREET
BROOKLYN, NEW YORK, 11211

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this

information is not recorded and only available by
[viewing the certificate.](#)

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
SEP 28, 2020	Actual	50TH & 5TH LIC LLC
AUG 31, 2020	Actual	VD 50TH LLC

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

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

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Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

APPENDIX B

Project Description

Appendix B – Project Description

2-33 50th Avenue, Long Island City, NY
BCP Application – Section II, Question 4

The Site proposed for entry into the Brownfield Cleanup Program (BCP) is the property at 2-33 50th Avenue. The Site is bounded by 50th Avenue to the south, 49th Avenue to the north, 5th Street to the east and residential and commercial properties to the west (Figure 1). The Site occupies Tax Lot 1 of Tax Block 17 and encompasses approximately 1.74 acres (Figure 2). Lot 19, which is located in the same Block, is not part of the Site and is owned by the New York City Transit Authority (NYC MTA) and is currently being used as a fan ventilation plant. As shown on Figure 3, the Site is irregularly shaped and is comprised of a combined single- and two-story building warehouse and a parking lot. A portion of the west side of the Site is vacant and overgrown by vegetation. The site is surrounded by fencing and a gated entrance.

Proposed Development Plan

The proposed redevelopment includes abatement and demolition of the existing building and construction of two connected mixed-use residential and commercial buildings with a combined footprint of approximately 76,000 square feet. Thirty percent (30%) of the residential apartments will be affordable housing.

The proposed development will be in accordance with the NYC Zoning Ordinance and the R7A/R8A districts designated for the Site with approximately 525,000 GSF. There are no community master plans for the Site area.

Projected Schedule

Timeframe	Description
November 2020	Submit BCP Application
September 2021	Commence Remedial Action
December 2022	Anticipated issuance of Certificate of Completion

Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

APPENDIX C-1

Environmental History Narrative

Appendix C – Property’s Environmental History

2-33 50th Avenue, Long Island City, NY

BCP Application - Section III

The following previous environmental documents have been reviewed for the 2-33 50th Avenue (Site), and are attached in Appendix C and on the enclosed CD:

- **Phase II Environmental Site Assessment- Subsurface Sampling Investigation**, prepared by Impact Environmental Consulting, Inc., dated May 28, 1997.
- **Corrective Action Plan- Phase III Environmental Site Assessment**, prepared by Impact Environmental Consulting, Inc., dated August 14, 1997.
- **Phase I Environmental Site Assessment**, prepared by EMG, dated June 15, 1999.
- **Phase I Environmental Site Assessment**, prepared by EBI Consultants, dated May 22, 2002.
- **Phase I Environmental Site Assessment**, prepared by Roux Environmental Engineering and Geology D.P.C, dated April 15, 2019.
- **Phase II Investigation Results**, prepared by Roux Environmental Engineering and Geology D.P.C, dated August 17, 2020.

A summary of the findings is provided below:

The Phase I ESAs (1999 and 2002) both identified the following historical recognized environmental conditions (HRECS) at the Site:

- Historically the Site was developed and used for varnish and paint manufacturing from the late 1800s to the early 1980s. The Site was completely renovated in 1984 for use as the existing warehouse. Former operations of the Site were considered a REC.

The limited Phase II ESAs (1996 and 1997) were conducted to:

- Determine whether the former storage and handling of paint and varnish had impacted the Site;
- Delineate the extent of contamination originating from an apparent release of heating oil from former underground storage tanks; and
- Investigate an underground vessel used to store paint waste that was located in the interior of one of the buildings.

The limited Phase II reports concluded: (1) the subsurface had not been impacted by the storage and handling of paint and varnish; (2) a fuel oil release underneath the westernmost building was found and reported to NYSDEC (A spill release was reported to the NYSDEC on July 15, 1997 and a spill number (9704425) was issued); and (3) an underground storage vessel used to store paint waste was determined to have been secure with no reported releases.

Impact Environmental Consulting, Inc. (Impact) prepared a 1997 Corrective Action Plan in coordination with NYSDEC that was implemented in 1997. The CAP included the removal of all contaminated soil impacted by the fuel oil release as well as the removal of the paint waste storage vessel within the western building. Based on the remedial excavation and collection of endpoint samples around the UST tank grave and groundwater sample results, Spill number 9704425 was closed by NYSDEC on August 13, 1997. NYSDEC concluded no further remedial work was required.

Based on the documented investigation and remediation, Impact concluded that past operations do not represent a REC.

Appendix C – Property’s Environmental History

2-33 50th Avenue, Long Island City, NY

BCP Application - Section III

Phase I Environmental Site Assessment, prepared by Roux Environmental Engineering and Geology D.P.C, dated April 15, 2019.

A review of historical sources including Certified Sanborn Fire Insurance maps, historical aerial photographs, New York City Department of Buildings (NYCDOB) Certificates of Occupancies (C/Os) and a City Directory Abstract indicate the Site was partially developed since at least 1898.

Based on the information gathered as a result of the Phase I ESA process, Roux identified no RECs in connection with the Site:

The following Historical REC (HREC) was identified in connection with the Site:

- Based on the 1996 and 1997 Phase II reports (described in Section 2.4), a heating oil tank release resulted in the issuance of Spill number (9704425) on July 15, 1997. A Corrective Action Plan (CAP) was implemented in August 1997, which included the excavation of impacted soil, the removal of the underground storage tank (UST), and the collection of endpoint soil and groundwater samples. Based on the results of the CAP, the spill was closed by NYSDEC on August 13, 1997 and no further remediation was required. No groundwater impacts were documented in groundwater sampling results. Based on the information collected in this Phase I report, no additional environmental investigation is necessary.

Roux has not identified any significant data gaps that have affected the ability of the environmental professional to identify Recognized Environmental Conditions at the Site.

Phase II Investigation Results, prepared by Roux Environmental Engineering and Geology D.P.C, dated August 17, 2020.

The Phase II Investigation was conducted between July 20 and 23, 2020. Roux installed ten soil borings (RXSB-1 through RXSB-10), seven of which were converted into temporary monitoring wells (GW-1 through GW-7), and eight temporary soil vapor points (SV-1 through SV-8) throughout the Site.

Soil samples were submitted to Alpha Analytical and Eurofins Test America, both are NYSDOH Environmental Laboratory Accreditation Program (ELAP)-certified laboratory for VOCs, SVOCs, metals, pesticides/herbicides, polychlorinated biphenyls (PCBs), and emerging contaminants (ECs) Per- and Polyfluoroalkyl Substances (PFAS;), which include the 21 compounds listed in the NYSDEC February 2018 Groundwater Sampling for Emerging Contaminants Guidance, and 1,4-Dioxane.

Fill consisting of brick, concrete and asphalt and other miscellaneous materials was found in the upper 7 to 10 ft in all borings across the site. Natural deposits underlying the fill consisted predominantly of fine to medium sand and silt with intermittent peat deposits.

Adjacent borings in the north-central part of the site, RXSB-3 and RXSB-7, both encountered impacted soils from 5 to 15 ft below ground surface (bgs). Impacts included odor, staining and elevated PID readings (2,216 ppm at 10 ft in RXSB-3 and 1,921 ppm at 10 ft in RXSB-7). Soil quality in this part of the site has previously been reported to be impacted by other investigators. The impacts may be related to two former fuel oil underground storage tanks or it could be related to historic paint and varnish manufacturing and storage operations. Sanborn maps show this area to be the location of the former varnish kettles building.

The soil sample results generally indicate that the fill found in the upper 2 ft to 4 ft across the site contains SVOCs, metals and pesticides which are characteristic of urban fill. These contaminants were detected above Unrestricted Use SCOs and in some cases above Restricted Residential and Commercial SCOs.

Appendix C – Property’s Environmental History

2-33 50th Avenue, Long Island City, NY

BCP Application - Section III

Soil samples from the impacted area around RXSB-3 and RXSB-7 did not contain any SCO exceedances despite the elevated PID readings, staining and odors. This most likely reflects the age of the prior spills and the natural bio-attenuation and volatilization of the released hydrocarbons.

Seven 1-inch diameter temporary groundwater wells were installed. Representative groundwater samples were collected using low-flow sampling techniques. A groundwater sample was collected from each well with a peristaltic pump and dedicated tubing. Groundwater samples were also analyzed for the same parameters as the soil samples.

Eight soil vapor samples were collected in accordance with the Final Guidance for Evaluating Soil Vapor Intrusion in the State of New York (NYSDOH October 2006). The soil vapor probes were installed at approximately 3 feet below grade using an electric handheld hammer drill. Samples were collected in Summa canisters that were certified clean by the laboratory and samples were analyzed by using USEPA Method TO-15.

The following is a summary of detected compounds as compared to regulatory standards: NYSDEC Part 375 RRSCOs for soil and AWQSGVs for groundwater. There are currently no standards for soil vapor or PFAS, therefore detections are discussed.

Soil Results

The following analytes exceeded the NYSDEC Part 375 RRSCOs, as shown on Plate 1:

SVOCs

- Benzo(a)anthracene
- Benzo(a)pyrene
- Benzo(b)fluoranthene
- Benzo(k)fluoranthene
- Chrysene
- Dibenzo(a,h)anthracene
- Fluoranthene
- Indeno(1,2,3-cd) pyrene
- Phenanthrene
- Pyrene

Metals

- Arsenic
- Lead
- Mercury

PFAS

- PFAS (including PFOA and/or PFOS) were detected in 8 samples.

Appendix C – Property’s Environmental History

2-33 50th Avenue, Long Island City, NY

BCP Application - Section III

Groundwater Results

The following analytes are in exceedance of their AWQSGV as shown on Plate 2:

VOCs

- Benzene
- N-butylbenzene
- N-propylbenzene
- Sec-butylbenzene
- Tert-butylbenzene

SVOCs

- Acenaphthene
- Benzo(a)anthracene
- Benzo(a)pyrene
- Benzo(b)fluoranthene
- Benzo(k)fluoranthene
- Chrysene
- Indeno(1,2,3-cd)pyrene

Metals in Unfiltered Samples

- Beryllium
- Lead
- Manganese

Metals in Filtered Samples

- Manganese

PFAS

- PFAS (including PFOA and/or PFOS) were detected in 8 samples.

Soil Vapor Results

The following VOCs were detected in one or more soil vapor samples at the Site, as shown on Plate 3.

VOCs

- 1,2,4-Trimethylbenzene
- 1,3,5-Trimethylbenzene
- 2-Butanone (MEK)
- 2-Hexanone
- 4-Ethyltoluene
- Acetone

Appendix C – Property’s Environmental History

2-33 50th Avenue, Long Island City, NY

BCP Application - Section III

- Benzene
- Carbon disulfide
- Chloroform
- Cyclohexane
- Dichlorodifluoromethane
- Ethanol
- Ethyl acetate
- Ethylbenzene
- Heptane
- Isooctane
- Isopropanol
- m+p-Xylene
- Methylene chloride
- n-Hexane
- o-Xylene
- Styrene
- Tetrachloroethene
- Toluene
- Trichlorofluoromethane

As a note, Category B data packages are available for this data and will be included during preparation of the RIR, including a DUSR, for the Site.

Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

APPENDIX C-2

Environmental History Reports
(Provided on CD with Bound Application)

Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

APPENDIX D

Property Information

Appendix D – Property Description Narrative

2-33 50th Avenue, Long Island City, NY
BCP Application - Section IV, Question 10

Location

The Site is bounded by 50th Avenue to the south, 49th Avenue to the north, 5th Street to the east and residential and commercial properties to the west (Figure 1). The Site occupies Tax Lot 1 of Tax Block 17 and encompasses approximately 1.74 acres (Figure 2). Lot 19, which is located in the same Block, is not part of the Site and is owned by the New York City Transit Authority (NYC MTA) and is currently being used as a fan ventilation plant.

A Subway Easement for the New York City Transit (NYCT) Subway 7 Line (Route No. 26) runs beneath the Site's southern portion at a depth that decreases as the Tunnel transverses diagonally from west to southeast beneath the Site.

Site Features

As shown on Figure 3, the Site is irregularly shaped and is comprised of a combined single- and two-story building warehouse and a parking lot. A portion of the west side of the Site is vacant and overgrown by vegetation. The site is surrounded by fencing and a gated entrance.

Current Zoning and Land Use

The Site is currently used as a warehouse for art storage with an associated parking lot. A portion of the west side of the Site is vacant and overgrown by vegetation. The area surrounding the Site consists of residential and commercial properties. The planned development of the Site is consistent with its M1-5/R8A, M1-4/R7A and LIC (Special Long Island City Mixed Use District) zoning districts.

Past Use of the Site

Based upon a review of Sanborn Fire Insurance Maps and City Directory Search for the Site, past uses of the Site included a varnish and paint manufacturing from the late 1800's to early 1980's. According to the city records, the original building was built in 1931 and altered in 1987.

Site Geology & Hydrogeology

The elevation of the Site is approximately 6.88 feet above mean sea level (amsl), which has been determined from the U.S Geological Survey (USGS) 7.5 Digital Elevation Model. The general topographic gradient of the Site generally slopes to the west. The dominant soil composition in the general area of the Site is comprised of urban land. Depth to bedrock at the Site is greater than 20 feet and was encountered during the Phase II. During the Phase II, urban fill was encountered in the upper 7 to 10 feet across the Site. Natural deposits underlying the fill consisted predominantly of fine to medium sand and silt with intermittent peat deposits. Regional groundwater flow is anticipated to be west towards the East River. Depth to the water at the Site ranges from 6 to 9 feet below grade. The Site is located within the flood zone AE, which is within the Special Flood Hazard Area (SFHA). The nearest surface water body is the East River to the west, located approximately 800 feet from the Site.

Environmental Assessment

Impact Environmental conducted a Phase II Environmental Site Assessment (ESA) in May 1997 to redefine the horizontal extent of contamination originating from the release of heating oil for the former tanks. Impact Environmental conducted a Corrective Action Plan in July 1997, which included removal of an underground storage tank, soil excavation and disposal of a contaminated area within a tank vault, and collection of

Appendix D – Property Description Narrative

2-33 50th Avenue, Long Island City, NY

BCP Application - Section IV, Question 10

endpoint samples and one groundwater sample. Roux conducted a Phase II ESA in July 2020 for environmental due diligence purposes, and included the installation of ten soil borings, seven temporary monitoring wells, and eight temporary soil vapor points. The soil sample results generally indicate the upper 2 ft to 5 ft across the site contains SVOCs and metals which are characteristic of urban fill. VOC, SVOC, and manganese concentrations in groundwater are representative of a historic petroleum release and the Site's former onsite paint and varnish manufacturing operations. The widespread detections of gasoline and paint/varnish-associated hydrocarbon compounds suggests past releases and ongoing soil vapor source material continue to be present at the Site.

L1387 P307

307

THIS INSTRUMENT, made the 31st day of August, in the year one thousand nine hundred and five.

BETWEEN THE LONG ISLAND RAIL ROAD COMPANY, a corporation duly organized and existing under the laws of the State of New York, party of the first part and THE NEW YORK & LONG ISLAND RAIL ROAD COMPANY, a corporation also duly organized and existing under the laws of the State of New York, party of the second part:

WHEREAS, the party of the second part proposes, and states that it is duly authorized to construct an underground railroad and tunnel or tunnels in Forty-second Street in the Borough of Manhattan in the City of New York, from a point between Tenth and Eleventh Avenues to the westerly end of said street, and thence under the East River in a direct line and prolongation of the said Forty-second Street, to and beyond the easterly line of land in Long Island City belonging to the said party of the first part, and has located its right of way for such tunnel or tunnels accordingly, the width of such right of way to be twenty-three (23) feet six (6) inches on each side of the centre line of said Forty-second Street produced, until it meets with the westerly line of the premises owned by the said party of the first part hereinafter more particularly described, said right of way no where to exceed forty-seven (47) feet in width; and

WHEREAS, it has been agreed by and between the parties hereto, that the party of the first part shall grant to the party of the second part, but on the conditions and agreements hereinafter set forth, the certain easement hereinafter described in the said premises belonging to the said party of the first part, for the construction, maintenance and operation of a tunnel or tunnels and underground double track railroad, in consideration of the payment of certain moneys to the said party of the first part as hereinafter mentioned and the observance by the party of the second part of all the conditions, covenants and agreements herein contained.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH,

1. That the party of the first part in consideration of the sum of FIFTY THOUSAND DOLLARS (\$50,000) lawful money of the United States; paid by the party of the second part, the receipt whereof is hereby acknowledged, and of the covenants and stipulations on the part of the party of the second part hereinafter contained, doth hereby grant, bargain, sell, and release unto the said party of the second part, and its successors and assigns upon and subject to the conditions, terms and provisions hereinafter expressed; a permanent and perpetual underground right, easement and right of way for the construction, maintenance and operation of a railroad to be constructed in a tunnel or tunnels in accordance with the chartered powers of the party of the second part and the ordinances of the City of New York, and the former City of Long Island City, granting their consent to the construction, maintenance and operation thereof, as shown up on a certain plan or drawing hereto annexed and hereby made part of this agreement, entitled "New York & Long Island R. R. Alignment through Private Property in Long Island

City, on centre line of 42nd St. Manhattan, Allan A. Robbins, Resident Engineer, July 23, 1905 and also marked with the number 23, dated Dec. 5th, 1903, John G. Van Horne, Civil Engineer and City Surveyor, such right of easement, including the right to permanently and perpetually maintain and operate the said railroad through the said tunnel or tunnels to be constructed under and through the lands of the party of the first part in continuation of the said railroad and tunnel or tunnels to be constructed under and through said Forty-second Street and under the East River and under lands in that part of the Borough of Queens, City of New York formerly known as Long Island City.

TO HAVE AND TO HOLD the above granted easement unto the said party of the second part, its successors and assigns forever, subject, however, to the liens of all existing mortgages affecting said premises.

II. The premises to be subject to such permanent and perpetual underground right, easement and right of way are situate, lying and being in that part of the Borough of Queens, City of New York, formerly known as Long Island City, and are more particularly bounded and described as follows, that is to say:

A strip of land forty seven (47) feet in width lying one-half thereof on each side of the centre line of said right of way, being the centre line of Forty-second Street in the Borough of Manhattan, produced, said center line of said right of way beginning on the easterly boundary line of the lands belonging to the party of the first part at Station 62 plus 23.69 as shown on said plan hereto annexed. said station being distant easterly one hundred and sixty (160) feet more or less from the westerly building line of Front Street produced and measured at right angles thereto, and also distant northerly eighty one and ninety eight one-hundredths (81.98) feet more or less from the northerly building line of Fourth Street and measured at right angles thereto; and running thence in a westerly direction in a straight line to a point where said centre line of Forty-second Street produced intersects the bulkhead line from Long Island City at station 55 plus 34.02 as shown on said plan or drawing hereto annexed; said station being distant two hundred and fifty six and fifty seven one-hundredths (256.57) feet more or less north of the north building line of Fourth Street produced, and measured at right angles thereto and distant five hundred and six and fifty four one-hundredths (506.54) feet more or less west of the west building line of Front Street produced and measured at right angles thereto, provided, however, and it is agreed as part of and limiting the said easement and right, that the top of said tunnel or tunnels that is to say the extreme top of the permanent structure of the same, within the bounds of the particular estate hereinbefore described shall be at said station 62 plus 23.69 about but not less than thirty four (34) feet below mean high water, and at said station 55 plus 34.02 shall be about but not less than fifty six and sixty one hundredths (56.61) feet below mean high water and at no point in said premises less than thirty four and sixty five one-hundredths (34.65) feet below mean high water and the base of the rails

at said station 62 plus 23.69 shall be about but not less than fifty (50) feet below mean high water and that the said station 55 plus 34.02 shall be about but not less than seventy one and seventy five one hundredths (71.75) feet below mean high water and substantially as shown upon a certain drawing hereto annexed and hereby made part of this agreement, entitled "New York & Long Island R. R. Profile of Alignment through Private Property in Long Island City, on centre line of 42nd St. Manhattan, Allan A. Robbins, Resident Engineer May 13th, 1905" and marked 21.

III. The said tunnel or tunnels shall not in the aggregate exceed forty seven (47) feet in width and shall be constructed in such a substantial manner that the party of the first part, its successors or assigns can at its option erect or impose any structure or load over all or any of the area above described, which structure or load should now be or shall hereafter be convenient or proper for, or in the course of, the present, or any future use of the said area by the party of the first part, its successors or assigns and the party of the second part, its successors or assigns, shall not be liable for any damages resulting to said tunnels or other property of said party of the second part from such use of the ground upon said tunnels by the party of the first part its successors or assigns.

IV. It is further understood and agreed by and between the parties hereto that no tunnel shaft or shafts shall be placed by the party of the second part on any property of The Long Island Railroad Company, and that the surface of the herein described property shall not be disturbed, nor shall the operation of trains or the use of the tracks of the party of the first part, its successors or assigns at any time be interfered with, and the party of the second part, further agrees that no spoil shall be wasted on the water frontage of The Long Island Rail Road Company.

V. The construction of said tunnels shall be carried out by the party of the second part, in the best and antientigely safe manner. Copies of the plans and specifications for such construction shall, if and when requested by the party of the first part, be submitted by the party of the second part to the party of the first part or any engineer or engineers designated by it; and if during the construction of said tunnels or at any time thereafter, the full use of the ground above them by the party of the first part as hereinbefore provided, or from any other purpose whatever, is in consequence of the construction, maintenance or operation of said tunnels in any manner interfered with, the party of the first part shall have the right to take such measures, as in its judgment may be proper and necessary, to secure to it immediately such full use, and the cost thereof, as well as all damages sustained by the party of the first part, shall be paid by the party of the second part. The party of the second part shall have no right for any purpose to enter in or upon any property of the party of the first part, except within the extreme limits of the volume to be occupied by the permanent structure of the tunnels, for which easement is hereby granted.

VI. The party of the second part hereby covenants and agrees that it will pay all taxes and assessments of whatever kind and nature hereafter levied on the premises hereby granted and on any underground railroad tunnel or tunnels built therein, and that the herein described premises shall not be put to any additional use than herein provided for, without the consent in writing of the party of the first part and upon additional compensation to the Long Island Rail Road Company.

VII. The within described easement is hereby granted by the party of the first part and hereby accepted by the party of the second part upon the express understanding, that if the party of the second part do not commence the construction of such railroad within a reasonable time and diligently prosecute such work to completion, or if at any time after the construction by the party of the second part of its railroad the said premises shall cease to be used as a right of way for such railroad, then and in that event the herein described easement shall cease and determine and said above described premises with the appurtenances and structures thereon shall thereupon revert to, and the title therein be vested in The Long Island Rail Road Company.

VIII. The party of the second part hereby accepts the grant of the easement hereinbefore described and the right to construct said underground railroad and tunnel or tunnels upon these terms subject to all the provisions hereof; and the New York & Long Island Rail Road Company hereby expressly covenants and agrees that the Long Island Railroad Company, shall not in any case be liable to the party of the second part or to the contractors agents or servants of the party of the second part, or to the agents or servants of any such contractors for any injury or damage to the property of the party of the second part, or to the person or property of any of the contractors, agents or servants of the party of the second part or to the agents or servants of any such contractors, which may happen or be done, or caused by, or by reason of the occupancy or use of the said premises hereinbefore described or any of the premises of the party of the first part, or by reason of the construction, maintenance and use of the underground railway tunnel or tunnels of the party of the second part, and the said The New York & Long Island Rail Road Company shall and will assume all responsibility and liability for any and all such injuries or damages whether caused by the negligence of The Long Island Rail Road Company its agents or servants or otherwise, and the said The New York & Long Island Rail Road Company shall and will indemnify and save harmless The Long Island Rail Road Company its successors and assigns of and from all damages and claims for damages, demands, suits, recoveries judgments or executions, which may arise or be made, had, brought or recovered by reason of or on account of any such injuries or damages. And the New York & Long Island Rail Road Company also covenants and agrees to indemnify and save harmless The Long Island Rail Road Company, its agents, servants and passengers of and from all loss, injury or damage to any property owned

by or in the care, custody or possession of The Long Island Rail Road Company, and of and drop all loss, injury or damage to the person or property of the agents, servants or passengers of The Long Island Rail Road Company, or of any persons, which may happen or be done, or caused by or by reason of the use of the said underground premises, or any part thereof, or by reason of the construction, maintenance, operation or uses of the railroad of The New York & Long Island Rail Road Company.

IX. The party of the second part hereby accepts the title of the party of the first part to the said premises as the said title is now owned and held by the party of the first part, but it is agreed that the party of the first part its successors or assigns will not call upon the party of the second part its successors or assigns for all or any part of the interest or other payments now due or hereafter to become due under any mortgage which are liens upon the premises hereby granted and the party of the second part, its successors or assigns shall not be liable for any such payments to said party of the first part.

X. If at any time hereafter, the party of the second part, its successors or assigns shall fail to fully perform and keep all the covenants and stipulations to be kept by said party of the second part or its successors or assigns as hereinbefore provided and if such failure shall continue for the period of 30 days, then and in such case the party of the first part, its successors or assigns may enter in possession of and resume the said easement and all rights hereby granted; and exclude the party of the second part, its successors and assigns from all occupation and use of the said premises in all respects, as if the said party of the first part had not executed this indenture.

XI. The agreements and stipulations herein contained shall bind and be for the benefit of the successors and assigns respectively of the parties hereto.

In Witness Whereof, the parties hereto have hereunto caused their corporate names to be signed and their corporate seals to be affixed hereto by their respective officers thereunto duly authorized, the day and year first above written.

THE LONG ISLAND RAIL ROAD COMPANY (LS)

By Ralph Peters, President

Attest: Frank E. Haff, Secretary.

THE NEW YORK & LONG ISLAND RAILROAD COMPANY (LS)

By E. P. Bryan, President

Attest: W. Scott Bryan, Secretary.

State of New York,
County of New York, SS.:

On the 31st day of August in the year one thousand nine hundred and five, before me personally came Frank E. Haff to me known, who, being by me duly sworn, did depose and say, that he resided in the City of New York; that he is the Secretary of The Long Island Railroad Company the corporation described in and which executed the above instrument;

that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order

L. J. Carruthers,

Notary Public,

Kings Co. N. Y.

Ctr filed in New York Co.

State of New York,
County of New York, SS.:

I, Thomas L. Hamilton, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify that L. J. Carruthers has filed in the Clerks office of the County of New York, a certified copy of his appointment and qualification as Notary Public for the County of Kings, with his autograph signature and was at the time of taking the proof or acknowledgment of the aforesaid instrument, duly authorized to take the same and further, that I am well acquainted with the hand writing of such Notary and believe the signature to the said certificate or proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 12 day of Sept. 1905.

(LS)

Thos L. Hamilton, Clerk.

State of New York,
County of New York, SS.:

On the 11th day of September, in the year one thousand nine hundred and five, before me personally came W. Scott Bryan to me known; who, being by me duly sworn, did depose and say that he resided in the City of Bound Brook, State of New Jersey; that he is the Secretary of the New York and Long Island R. R. Co the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(LS) Thomas Gershart

Notary Public, Kings Co No. 90

certificate filed in N. Y. Co.

State of New York,
County of New York, SS.:

I, Thomas L. Hamilton, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a court of record, do hereby certify that Thomas Gershart has filed in the Clerks office of the County of New York, a certified copy of his appointment and qualification as Notary Public for the County of Kings with his

autograph signature, and was at the time of taking the proof or acknowledgment of the annexed instrument, duly authorized to take the same, and further that I am well acquainted with the hand writing of such Notary and believe the signature to the said certificate of proof or acknowledgment to be genuine.

In Testimony Whereof, I have herewith set my hand and affixed the seal of to the said Court and County, the 12 day of Sept, 1905.

(LS) Thos L. Hamilton, Clerk.

Entered and compared the foregoing with the original September 13, 1905 at 11-30 A.M.

Examined by *J. L. Van Antwerp* Clerk.

(over)

THIS INDENTURE, made the eleventh day of September, in the year one thousand nine hundred and five.

BETWEEN SEVERIN KUBELLE and ANNIE KUBELLE, his wife, of Ward One of Borough of Queens, The City of New York, in Queens County, and State of New York, parties of the first part and JOHN SELL and ALZBETHA SELL, his wife, of the same place, as tenants by the entirety parties of the second part:

WITNESSETH, that the said parties of the first part in consideration of the sum of ONE HUNDRED DOLLARS lawful money of the United States and other good and valuable consideration, paid by the parties of the second part, do hereby grant and release unto the said parties of the second part, their heirs and assigns forever.

A L L that certain lot, piece or parcel of land with the buildings and improvements thereon erected situate, lying and being in former Long Island City now Ward One of Borough of Queens, the City of New York, County of Queens and State of New York, which upon a certain map filed in the office of the Clerk of Queens County, April 25th, 1889 and entitled "Map of property in the Fifth Ward of Long Island City and County of Queens, State of New York, belonging to Emily P. Woolsey, New York, January 1889, surveyed by Robert A. Serrell, City surveyor, is designated as lot number fifty seven (57) in Block One hundred and thirty eight (138) and a certain gore in the rear thereof, which lot and gore are more particularly bounded and described as follows:-

BEGINNING at a point on the easterly side of Hallett Street distant two hundred and twenty five (225) feet southerly from the corner formed by the intersection of

in and who executed the foregoing instrument, and acknowledged that he executed the same.

HENRY BORCHARDING,

(L. S.)

Notary Public.

State of Maryland :

BALTIMORE CITY, Set:

No. 509.

I, Stephen C. Little Clerk of the Superior Court of Baltimore City do hereby certify that G. Henry Borcharding, Esquire, before whom the annexed acknowledgment was made and who has hereto subscribed his name, was, at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, residing in said City and State, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments or proof of deeds to be recorded therein.

I further certify that I am acquainted with the handwriting of the said Notary and verily believe the signature to be his genuine signature.

In Testimony Whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City the same being a Court of Record this 30 th day of September 1913.

STEPHEN C. LITTLE,

Clerk of the Superior Court of Baltimore City.

(L. S.)

Entered and compared the foregoing with the original October 16, 1913 at 3-47 P. M.

Examined by

Clerk.

Recorded at the request of J. R. Day 51 Nassau St., New York City.

COMPARED BY *Curly*

L19069431

20025.

THIS INDENTURE, made the 24 th day of July, 1913, BETWEEN AUGUST BELMONT, ANDREW FREEDMAN, WALTER LUTHER, WALTER G. CARMAN, JOHN PEINCK, GEORGE W. YOUNG, and WILLIAM BARCLAY PARSONS as Surviving Trustees (herein after called the " Trustees ") of the creditors, stockholders and members of the New York & Long Island Railroad Company (hereinafter called the " Railroad Company ") a corporation organized under the laws of the State of New York, parties of the first part, and INTERBOROUGH RAPID TRANSIT COMPANY (hereinafter called the " Interborough Company ") a corporation organized under the laws of the State of New York, whose principal office is at No. 105 Broadway, Borough of Manhattan, City, County and State of New York, party of the second part,

WITNESSETH:

WHEREAS, in and by the following actions and proceedings the Railroad Company acquired certain rights to build and operate a railway in New York City and in Long Island City, which railway is hereinafter referred to as the " Railway,

The Railroad Company was incorporated under and pursuant to the General Railroad Law of 1850 by filing its Articles of Incorporation in the office of the Secretary of State on the 30 th day of July, 1857 to construct, maintain and operate an underground or tunnel railway as follows:

* Commencing in Long Island City, Queens County, N. Y., at a point on or near the line of Borden Avenue and distant about one mile from the East River, thence partly underground and partly in cutting to the East River, thence under the East River by means of a tunnel, and under streets and lands in The City of New York, County of New York, in a connection with the New York Central and Hudson River Railroad at the corner or at a point near the Ninth Avenue and 30 th Street; with a branch on the north to a connection with the New York Central and Hudson River Railroad at or near the Grand Central Depot in said City of New York, and a branch southerly to connect with what is now known as the Hudson River Tunnel, in the vicinity of Washington Square, in said City of New York.

On the 23 rd day of December 1890, the Board of Aldermen of the City of New York adopted a resolution ^{which resolution} was approved by the Mayor of said City on the 31 st day of December 1890, consenting to the construction of a double-track railroad by the Railroad Company in, by and through a tunnel * beneath the surface of Forty-second street, from its easterly end, to a point therein between Tenth and Eleventh Avenues, in said City, with such connections, branches, turnouts, sidings and switches as may be requisite and necessary, in accordance with the plans and profiles of such railroad heretofore deposited with this Board, or such modification thereof as shall be approved by the Commissioner of Public Works of such City.

Pursuant to Chapter 140 of the Laws of 1850, as amended by Chapter 77 of the Laws of 1876, and Chapter 654 of the Laws of 1886, the Railroad Company on the 13 th day of August, 1891, filed a survey, map and certificate dated the 3 rd day of August, 1891 in the Office of the County Clerk of New York County, providing that its route be altered and changed and locating and fixing the same in The City of New York, as follows:

* Beginning at a point northeast from the Court-House of Queens County, New York, at or near the intersection of Thomson Avenue and the tracks of the Long Island Railroad Company in Long Island City, and connecting therewith said tracks; thence by the most practicable line, partly in cutting and partly in tunnel, southerly and westerly by suitable curves and tangents, to a point directly under the intersection of the prolongation easterly of the centre line of Forty-second Street from New York City, and the easterly boundary line of said New York City; thence across the East River by a tunnel under said river, to the easterly end of Forty-second Street, New York; thence continuing westerly by a tunnel under said Forty-second Street to a point 600 feet west of the Tenth Avenue in said New York City; thence by a curve southwesterly and a tangent the line is extended direct to a point at the northeast corner of West Forty-first Street.

between the easterly shore of the East River and Van Alst Avenue; thence Northeast-
erly by a curved line to Meadow Street; thence along Meadow Street to Beach Street; (or
in the alternative from the point or place of beginning eastwardly beneath and along
Fifth Street to Meadow Street, entering Meadow Street directly or by a curved line by
private property, if necessary); thence northerly along Meadow Street six hundred feet
thence curving northeasterly to the right to a point near the junction of Hunter's Point
Avenue and Orton Street in said Long Island City to a point of tangent; thence on a tangent
parallel to Orton Street, crossing Borden Avenue and continuing on a tangent to a point
or curve near the junction of Revere and Young Streets; thence curving to the Eastwardly
to an intersection with the tracks of the Long Island Railroad at or near Greenpoint Avenue
in said Long Island City.

" ALSO a line deflecting from the last above described line in
said Long Island City at a point two hundred feet east of Meadow Street on Anable Avenue;
thence curving to the left to a point near Thomson Avenue; thence on a tangent three
hundred feet in length to a point between Orchard and Barn Streets; thence curving to the
right to a connection with the tracks of the Long Island Railroad near Papelyne Street, in
said City; also a line in said Long Island City commencing at a point of tangent two hundred
feet south of Hunter's Point Avenue, near Orton Street; thence extending on a tangent parallel
to Orton Street to a connection with the last above described line at a point near the
southerly side of Thomson Avenue in said City.

" Route Two- Also at the time and upon the conditions hereinafter
set forth, in, upon and along in a line commencing at and deflecting from the East river
and tangent to Route One at a point midway in the block between Third and Fourth Streets;
thence by a curve southeasterly at a point under Newtown Creek opposite the foot of East
Street or Avenue; thence to Oakland Avenue in Greenpoint.

With such connections, branches, turnouts, sidings and switches
along said described routes as may be requisite and necessary for the construction and
operation of such railroad.

The said Railroad upon Route two, if and when constructed shall
be built and operated in, by and through a tunnel or tunnels throughout the whole of
Route Two, above described and the said railroad shall be constructed along Route One, from
the point or place of beginning, in, by and through a tunnel or tunnels to a point in said
Meadow Street between Pearson and Davis Streets, or thereabouts and from thence along the
rest of Route One, in and by a cutting upon trestle work, or on the surface of the ground
to the said connection with the line or track of the Long Island Railroad."

By certificate of location of line, dated the 11 th day of
January, 1902, and filed in the Office of the Clerk of the County of Queens on February
1, 1902, the Railroad Company located and fixed its lines or routes in the City
of Long Island City, as follows :

" BEGINNING at a point under the ground at or near the westerly end of Fifth Street and in the middle line thereof at low water mark on the east side of the East River in said city; thence running easterly beneath streets and private property to a point at or near the intersection of Fourth Street and West Avenue; thence along Fourth Street to or near Van Alst Avenue, with a station hereafter to be located between the easterly shore of the East River and Van Alst Avenue; thence northeasterly by a curved line to Meadow Street; thence along Meadow Street to Beach Street; thence northerly along Meadow Street 600 feet; thence curving northeasterly to the right to a point near the junction of Hunter's Point Avenue and Orton Street in said Long Island City to a point of tangent; thence on a tangent parallel to Orton Street, crossing Borden Avenue and continuing on a tangent to a point or curve near the junction of Revere and Young Streets; thence curving to the eastwardly to an intersection with the tracks of the Long Island Railroad at or near Greenpoint Avenue in said Long Island City.

" Also a line deflecting from the last above described line in said Long Island City at a point two hundred feet east of Meadow Street on Anabel Avenue; thence curving to the left to a point near Thomson Avenue; thence on a tangent three hundred feet in length to a point between Orchard and Barn Streets; thence curving to the right to a connection with the tracks of the Long Island Railroad near Kapelyea Street in said city.

" Also a line in said Long Island City commencing at a point of tangent two hundred feet south of Hunter's Point Avenue, near Orton Street; thence extending in a tangent parallel to Orton Street to a connection with the last above described line at a point near the southerly side of Thomson Avenue in said City.

" Also a line commencing at and deflecting from the East River and tangent to Route 1 at a point midway in the block between Third and Fourth Streets; thence by a curve southeasterly to a point under Newtown Creek opposite the foot of East Street or Avenue, thence to Oakland Avenue in Greenpoint.

" Together with such tracks, branches, sidings, turnouts and switches in connection with all and every of such routes as may be needed for the safe, speedy and efficient transportation of persons and property along said routes by the said the New York and Long Island Railroad Company as a common carrier,"

The Railroad Company duly obtained the consent in writing acknowledged or proved as are deeds entitled to be recorded, of the owners of one-half in value of the property bounded on that portion of Forty-second Street in the Borough of Manhattan, upon or under which it was proposed to construct or operate such railroad, and also duly obtained the like consent in writing, acknowledged or proved as are deeds entitled to be recorded, of the owners of one-half in value of the property bounded on certain other streets and highways and portions thereof in the former City of Long Island City (now the Borough of Queens) upon or under which it was proposed to construct or operate such railroad; and

WHEREAS, the Railroad Company thereafter commenced and prosecuted the construction of the Railway and completed, or substantially completed, a portion thereof (which portion is hereinafter referred to as "the constructed portion of the Railway") a brief description of which is as follows:

A two-track underground railway beginning at a point under the east side of Forty-second Street, in the Borough of Manhattan, about 13.52 feet easterly from the center line of Park Avenue; extending thence easterly under Forty-second Street to the west bank of the East River; thence on a line continuous with the center line of Forty-second Street, under the East River, to the easterly bank of the East River, in the Borough of Queens; thence under private property to a point at or near Fourth Street where the mid-center line of Forty-second Street in the Borough of Manhattan, continued intersects the center line of Fourth Street in the Borough of Queens, at or near West Avenue; thence easterly under Fourth Street and private property and ending at a point 24 feet easterly from the easterly side of Van Alst Avenue.

AND WHEREAS the Railroad Company failed to complete the construction of the Railway and put the same in operation within the period of time prescribed therefor by law, to wit, the 1st day of January 1907, and the corporate existence of the Railroad Company ceased and determined, and the then directors, the parties of the first part hereto being the survivors thereof, thereupon became the trustees of the creditors, stockholders and members of the Railroad Company by virtue of the provisions of Section 30 (now Section 35) of the General Corporation Law, and have since held, and now hold and have possession of the railroad and the estate and property of the Railroad Company, including the constructed portion of the Railway; and

WHEREAS Section 12 of the Railroad Law, as amended by Chapter 475 of the Laws of 1910, provides in part as follows:

"Where any railroad corporation organized for the purpose of constructing and operating a tunnel railway upon or under any of the Streets of a city having a population of more than one million inhabitants, within the time allowed by law after filing its certificate of incorporation, shall have obtained the consent of the municipal authorities and abutting property owners to the construction of such railway and shall have constructed a portion thereof, the said railway and all surviving franchises, contracts, permits and property connected therewith shall vest in the directors of the said corporation, their survivors or successors; and if the Public Service Commission of the District in which said railway is located shall find that public convenience and advantage will be best subserved by the completion and operation thereof, it shall be lawful for said directors, their successors or assigns, with the permission of the commission and the Mayor of such city, to assign such railway and all surviving franchises, contracts, permits and property to any railroad corporation created under the laws of the State, which shall hereafter receive a franchise or contract for the construction and operation of a railroad upon the whole or any portion of the territory said tunnel railway

which has been so constructed as aforesaid, and when so assigned the said tunnel railway shall, to the extent that it shall be then completed, be deemed within the terms of said last named franchise or contract to have been constructed under and pursuant thereto "

AND WHEREAS on or about the 19 th day of March, 1913 the Interborough Company received a contract from the City of New York for the construction and operation of the constructed portion of the Railway; and

WHEREAS the Public Service Commission for the First District has found that public convenience and advantage will be best subserved by the completion and operation of the Railway as appears more fully by the Finding of said Commission, a copy of which is hereto annexed entitled: " Copy of Finding of the Public Service Commission for the First District " and

WHEREAS the Railroad Company and the Trustees are indebted to the Interborough Company for moneys advanced to the Railroad Company and the Trustees from time to time for the construction and maintenance of the constructed portion of the Railway, amounting in the aggregate to the 30 th day of April 1913, with accrued interest to March 19, 1913, to \$ 10,603,692.06, and the Interborough Company is willing, in consideration of the transfer and assignment to it of the constructed portion of the Railway and all surviving franchises, consents, permits, and property connected with the Railway, (excluding any real estate not necessary for the construction, equipment, maintenance and operation of the constructed portion of the Railway) to cancel and discharge said indebtedness to the extent of \$ 9,734,692.06: and

WHEREAS the Public Service Commission for the First District and the Mayor of The City of New York have granted their permission to such transfer and assignment:

NOW THEREFORE, KNOW YE, that We, the said August Belmont, Andrew Friedman, Walther Luttgen, Walter G. Calken, John Peirce, George W. Young and William Barclay Parsons as Trustees as aforesaid, by virtue of the power and authority, in us vested, as aforesaid and in consideration of the sum of One Dollar to us in hand paid by the Interborough Company, the receipt whereof is hereby acknowledged, and in further consideration of the agreement of the Interborough Company, herein after contained to cancel and discharge \$9,734,692.06 of said indebtedness of \$ 10,603,692.06 do hereby grant, convey, release, transfer, assign, and set over unto the Interborough Company, its successors and assigns forever.

First.- All that certain tunnel or tunnels, roadway or roadways, structure or structures forming part of the constructed portion of the Railway, which is described as follows :-

A two-track underground railway beginning at a point under Forty-second Street, in the Borough of Manhattan about 13.62 feet easterly from the westerly line of Park Avenue; extending thence easterly under Forty-second Street to the west bank of the East River; thence on a line continuous with the center line of Forty-second Street

the East River to the westerly bank of the East River, in the Borough of Queens; thence under private property to a point in Fourth Street, where the center line of Forty-second Street in the Borough of Manhattan, continued intersects the center line of Fourth Street in the Borough of Queens, at or near West Avenue; thence easterly under Fourth Street and private property and ending at a point 24 feet westerly from the easterly side of West Avenue together with loops at the termini, and which is more particularly indicated on the plans or drawings hereto annexed entitled "Steinway Tunnel Route," dated January 25, 1903, stamped with the seal of the Public Service Commission for the First District, signed by the Chief Engineer of the Public Service Commission for the First District, and designated or numbered as follows :-

Contract Drawings Nos. A 1-4 inclusive and C. 1-9 inclusive, TOGETHER with the appurtenances and all machinery, tools and appliances affixed to or forming part of the constructed portion of the Railway.

Second. All surviving rights, privileges, franchises, contracts and permits heretofore had or obtained by the Railroad Company.

Third.- All survey notes, level notes, field records and all construction and equipment records, including plans and drawings of whatsoever character.

Fourth. All the following described real estate or interest therein, the same being necessary for the construction, equipment, maintenance or operation of the constructed portion of the Railway, to wit :-

1. All that certain right of way described as follows :

A right of way ninety-nine (99) feet in width and fifty (50) feet in height within which to construct a tunnel for the use and operation of a railroad beneath the waters of the East River upon and along the route of said railroad between the City of New York and Hunter's Point in Long Island City, as shown in plan and profile upon the sheets filed in the office of the Secretary of State with the water grant papers of the month of January, 1891.

Being the same right of way given and granted unto the Railroad Company by the Commissioners of the Land Office of the State of New York, by Letters Patent, dated the 5 th day of January, 1891, and recorded in the Office of the Secretary of State, in Book No. 47 of Patents, at page 564.

11. All those certain permanent and perpetual underground rights and easements and right of way for the construction, maintenance and operation of a railroad to be constructed in a tunnel or tunnels granted and conveyed by The Long Island Railroad Company unto the Railroad Company by Indenture dated the 31 st day of August, 1905, and recorded in the office of the Clerk of the County of Queens, Liber No. 1387, page 307 of Conveyances, on the 13 th day of September 1905; the premises subject to said rights and easements and right of way being in that part of the Borough of Queens, City of New York, formerly known as

Long Island City, and being bounded and described as follows:

A strip of land forty-seven (47) feet in width lying one-half thereof on each side of the center line of said right of way, being the center line of Forty-second Street, in the Borough of Manhattan, produced, said center line of said right of way beginning on the easterly boundary line of the lands now or formerly belonging to The Long Island Railroad Company at station 62 plus 23.69 as shown on the plan annexed to said deed of easement; said station being distant easterly one hundred and sixty (160) feet more or less from the westerly building line of Front Street produced and measured at right angles thereto, and also distant northerly eighty-one and ninety-eight one-hundredths (81.98) feet more or less from the northerly building line of Fourth Street and measured at right angles thereto; and running thence in a westerly direction in a straight line to a point where said center line of Forty-Second Street produced intersects the bulkhead line from Long Island City at station F plus 34.02 as shown on said plan or drawing, said station being distant two hundred and fifty-six and fifty-seven one-hundredths (256.57) feet more or less north of the north building line of Fourth Street produced and measured at right angles thereto and distant five hundred and six and fifty-four one-hundredths (506.54) feet more or less west of the west building line of Front Street produced and measured at right angles thereto.

SUBJECT to the restrictions, covenants, agreements and stipulations contained in and to the liens referred to in, the ^{said} deed of easement dated August 31st 1905, made by the Long Island Railroad Company to the Railroad Company, heretofore referred to.

III. ALL that certain lot, piece or parcel of land situate, lying and being in that part of the Borough of Queens of the City of New York, formerly known as Long Island City, which said lot is bounded and described as follows:

BEGINNING AT A POINT ON THE Northerly side of 4th Street, distant 205 feet westerly from the intersection of the westerly side of West Avenue with the Northerly side of 4th Street, running thence westerly and along the said northerly side of 4th Street 40 feet; thence northerly and parallel with West Avenue 100 feet; thence easterly and parallel with 4th Street 40 feet; thence southerly and parallel with West Avenue 100 feet to the point or place of beginning.

TOGETHER with all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of, in and to the above granted premises and every part thereof in us vested.

IV. All those certain permanent and perpetual easements and rights of way, as follows:

(1) Permanent and perpetual easements and rights of way, in, through, over and under the premises known as Nos. 156-158 East 42nd Street, in the Borough of Manhattan, City of New York, the said premises being bounded and described as follows:

BEGINNING at a point on the southerly side of 42 nd Street
distant 100 feet westerly from the intersection of the westerly side of Third Avenue and
the southerly side of 42 nd Street; running thence Westerly along the southerly side of
42 nd Street 41 feet 8 inches; thence Southerly and parallel with Third Avenue 90 feet 9
thence easterly and parallel with 42 nd Street 41 feet 8 inches; thence northerly and
parallel with Third Avenue 90 feet 9 inches to the point or place of beginning.

The said easements and rights of way in, through, over and
under the said premises are the permanent and perpetual rights and easements to maintain,
use and operate in perpetuity the station entrances, exits and approaches, escalator shaft and
pit, cable shaft and drift and all appurtenances now constructed in, through or under the
said premises as now constructed (or as they may hereafter be reconstructed or changed as
hereinafter provided), including the right and easement to construct, maintain, use and
operate in perpetuity the escalator to be installed in such escalator shaft, for the purpose
of access, ingress and egress between the station of the constructed portion of the Railway
and the surface of 42 nd Street and otherwise as may be necessary for the efficient operation
of the constructed portion of the Railway.

The said existing station entrances, exits or approaches,
escalator shaft and pit and cable shaft and drift are indicated upon one of the plans or drawings
heretofore referred to and hereto annexed, designated or numbered Contract Drawing No. C 2;
provided, however, that the Interborough Company, its successors or assigns may at any time
or times reconstruct, rebuild, alter or remodel said existing or any future station entrances
exits or approaches, escalator shaft and pit and cable shaft and drift and the appurtenances
either in part or in whole, except that no such station entrances, exits or approaches,
escalator shaft and pit and cable shaft and drift or any appurtenances shall be so reconstructed,
rebuild, altered or remodeled as to extend beyond the limits, horizontal or vertical, of
such existing station entrances, exits or approaches, escalator shaft and pit and cable shaft
or the appurtenances; provided, however, that such reconstruction, rebuilding, alteration
or remodeling shall be done without disturbing or endangering any building that may now or
hereafter be erected upon the said premises and without interfering with the use and occupation
by the occupants thereof.

The Trustees hereby agree that the Interborough Company may, and
they hereby grant the right and easement to the Interborough Company, to construct and maintain
(including the right from time to time to reconstruct, rebuild, alter or remodel) a suitable
superstructure extending to a height of not more than ten (10) feet above the present level
of the curb in front of said premises at its highest point, for the safe and convenient ingress
and egress of persons desiring access to and from the constructed portion of the Railway and
the station thereof, on and over the following described portion of said premises:

BEGINNING at a point on the southerly side of 42 nd Street
distant 2 feet easterly from the westerly line of the said premises, running thence southerly

along a line parallel to the westerly line of the said premises, and at right angles to the southerly line of 42nd Street 5 feet 5 inches; thence at a right angle and easterly 26 feet 8 inches; thence at a right angle and southerly 12 feet 4 inches to a point 1 foot northerly from the southerly line of the said premises; thence at a right angle and easterly 11 feet 9 inches to a point 1 foot 3 inches west of the easterly line of the said premises; thence at a right angle and northerly and parallel with the easterly line of the said premises and at a distance of 1 foot 3 inches westerly therefrom 12 feet 4 inches; thence at a right angle and westerly 9 inches; thence at a right angle and parallel with the easterly line of the said premises and 2 feet distant therefrom for 32 feet 3 inches; thence at a right angle and westerly 5 feet 4 inches; thence at a right angle and northerly 10 feet 6 inches to the portal of the escalator shaft or entrance; thence at a right angle and westerly 16 feet 6 inches; thence at a right angle and southerly 13 feet 4 inches; thence at a right angle and westerly 5 feet 10 inches to a line which is parallel with and distant 12 feet from the westerly line of the said premises; thence at a right angle and northerly 62 feet to the southerly side of 42nd Street; thence at a right angle and westerly along the southerly side of 42nd Street 10 feet to the point or place of beginning.

It is expressly understood and agreed that the Trustees retain and reserve unto themselves, their survivors, successors and assigns the right and privilege to erect on and over the said premises a proper and suitable building.

The terms and conditions upon which such right is reserved and retained shall be those hereinafter expressed under Article Seventh hereof.

(2) Permanent and perpetual easements and rights of way in, through and under the premises situate in that part of the Borough of Queens formerly known as Long Island City and bounded and described as follows:

BEGINNING at the intersection of the northerly side of Fourth Street and the westerly side of West Avenue, in the Borough of Queens, in the City of New York, thence extending westerly along the northerly side of Fourth Street two hundred and eighty-five feet, thence northerly and parallel with West Avenue one hundred feet, thence westerly and parallel with Fourth Street forty feet, thence southerly and parallel with West Avenue one hundred feet, thence westerly and along the northerly side of Fourth Street seventy-five feet, thence northerly and parallel with West Avenue two hundred feet to the southerly side of Fifth Street, thence easterly and along the southerly side of Fifth Street three hundred feet, thence southerly and parallel with West Avenue one hundred and fifty feet, thence easterly and parallel with Fourth Street one hundred feet to the westerly side of West Avenue and thence southerly along the westerly side of West Avenue fifty feet to the point or place of beginning.

The said easements and rights of way in, through and under the said premises are the permanent and perpetual rights and easements to maintain, use and operate in perpetuity the two-track underground railroad and appurtenances now constructed in, through or under the said premises as now constructed or as the same may hereafter be

reconstructed or changed as hereinafter provided.

The said existing two-track underground railroad is indicated upon certain of the plans or drawings hereinafter referred to and hereto annexed designated as ~~Contract~~ Contract Drawings No. A-5, Contract Drawing No. A-4, Contract Drawing No. C-5 and Contract Drawing No. C-7; provided however, that the Interborough Company, its successors and assigns may at any time or times reconstruct, rebuild, alter or remodel said existing or any future railroad within the said premises except the same shall not be so reconstructed, rebuilt, altered or remodeled as to extend beyond the limits, horizontal or vertical, of the said existing railroad; provided, however, that such reconstruction, rebuilding, alteration or remodeling shall be done without disturbing or endangering any building that may now or hereafter be created upon the said premises and without interfering with the use and occupation by the occupants thereof.

(3) WHEREAS, Frank Hedley, of the City of Yorkers, County of Westchester, State of New York, is the owner of record by deed of conveyance recorded in the Office of the Clerk of the County of Queens in Liber 1646, page 238 of Conveyances on September 15, 1909, of those two certain lots, pieces or parcels of land situate, lying and being in that part of the Borough of Queens formerly known as Long Island City, which taken together are bounded and described as follows:

BEGINNING at a point on the Southerly side of 4 th Street, distant 95.17 feet westerly from the intersection of the westerly side of Jackson Avenue and the Southerly side of 4 th Street; running thence westerly along the southerly side of 4 th Street 50 feet; thence Southerly on a line at right angles to the southerly side of 4 th Street 65.92 feet; thence northeasterly 52.74 feet to a line drawn at right angles to the southerly side of 4 th Street; thence northerly 44.35 feet to the southerly side of 4 th Street to the point or place of beginning.

AND WHEREAS, the said Frank Hedley, under date of September 21, 1909, executed a trust agreement or declaration of trust, declaring that he held the said premises in trust for the Trustees of the Railroad Company and agreeing to convey the said premises, or any part thereof, to the Trustees, or their successors or to such person or persons, corporation or corporations as the Trustees might nominate and appoint whenever requested in writing by them so to do.

NOW, THEREFORE, the Trustees hereby nominate and appoint the Interborough Company and hereby authorize and empower the said Frank Hedley to execute under his hand and seal and to deliver to the Interborough Company an instrument or instruments in proper form for record, granting, conveying, releasing, transferring, and assigning unto the Interborough Company, and the Trustees hereby grant, convey, release, transfer and assign unto the Interborough Company, the following permanent and perpetual easements and rights of way in, through and over the above described premises:

The said easements and rights of way in, through, under and over the said premises are the permanent and perpetual rights to maintain, use and operate in per-

petity the station entrances, exits and approaches and appurtenances now constructed in, through or under the said premises as now constructed (or as they may hereafter be reconstructed or changed as hereinafter provided) for the purpose of access, ingress and egress between the station of the constructed portion of the Railway and the surface of Fourth Street.

The said existing station entrances, exits and approaches are indicated upon one of the plans or drawings heretofore referred to and hereto annexed designated or numbered Contract Drawing No. A-4; provided, however that the Interborough Company its successors and assigns may at any time or times reconstruct, rebuild, alter or remodel said existing or any future station entrances, exits or approaches and appurtenances except that no such station entrance, exit or approach or any appurtenance shall be so reconstructed, rebuilt, altered or remodeled as to extend beyond the limits horizontal or vertical, of such existing station entrances, exits or approaches or appurtenances; provided, however, that such reconstruction, rebuilding, alteration or remodeling shall be done without disturbing or endangering any building that may now or hereafter be erected upon the said premises and without interfering with the use and occupation by the occupants thereof.

The Trustees hereby agree that the Interborough Company may, and they hereby grant, and authorize the said Frank Hedley to grant, to the Interborough Company the right and easement to construct and maintain a suitable superstructure, extending to a height of not more than ten (10) feet above the present level of the curb in front of said premises at the highest point thereof, for the safe and convenient ingress and egress of persons desiring access to and from the constructed portion of the Railway and the station thereof, on and over the following described portion of said premises:

B E G I N N I N G at a point on the southerly side of 4 th Street distant 2.5 feet westerly from the easterly line of the said premises: thence running westerly along the southerly side of 4 th Street 10 feet; thence southerly 15 feet; thence easterly 10 feet to a point on a line which is 2.5 feet westerly from the Easterly line of the said premises; thence northerly along said line 15 feet to the point or place of beginning.

It is expressly understood and agreed that the Trustees retain and reserve unto themselves their survivors, successors and assigns, the right and privilege to erect on and over the said premises a proper and suitable building.

The terms and conditions upon which such right is reserved and retained shall be those hereinafter expressed under Article Seventh hereof.

Fifth.- The Trustees also grant and release unto the Interborough Company, its successors and assigns forever, a permanent and perpetual right and easement for the maintenance and operation in perpetuity of the constructed portion of the Railway, including stations and station entrances and exits in, upon, under or through any land owned by the Trustees or in which they have any interest lying in the bed of any Street, road, highway or Avenue, and do hereby consent to the maintenance and operation of the constructed portion of the Railway, including stations and station entrances and exits, by the Interborough Company, its successors or assigns, in front of any lands or premises owned by the Trustees or in which they

have any interest, and do hereby release and quit claim to the Interborough Company, its successors and assigns forever any and all easements of light, air, access and support appurtenant to any lands or premises owned by the Trustees or in which they have any interest interfered with by the maintenance or operation of the constructed portion of the Railway, including Stations and station entrances and exits, and do hereby release and forever discharge the Interborough Company, its successors and assigns, from any and all claims for damages on account of the maintenance or operation of the constructed portion of the Railway, including Stations and station entrances and exits.

Provided, however that the provisions hereof shall not deprive the Trustees, their survivors, successors and assigns of any right to recover damages caused by future construction work in or about the constructed portion of the Railway.

Sixth.- To have and to hold the above, and each and all of the above and every part thereof, unto Interborough Company, its successors and assigns, to its and their own proper use and behoof forever, as fully and absolutely as the said parties of the first part can in any way lawfully do pursuant to the statute and their authority as aforesaid.

Seventh. In case the Trustees, their survivors, successors or assigns, shall avail themselves of the right and privilege hereinbefore retained and reserved to erect a building (hereinafter called the Building) on and over the premises set forth and described in Sub-divisions (1) and (2) of Paragraph IV, Article Fourth hereof, or any part of said premises, the right and easements hereinbefore granted to the Interborough Company to construct and maintain a superstructure as therein set forth and described, shall terminate and come to an end, but only upon the following terms and conditions:

(a) The Trustees, their survivors, successors and assigns at their own expense, shall provide in and through said building, in lieu of said superstructure, a passageway or passageways or other means of access, to and from the sidewalk of the Street and the Station of the constructed portion of the Railway or approach thereto, such passageway or passageways, or other means of access, to be as safe, convenient and adequate as that in lieu of which it or they are provided.

All labor and materials furnished and used in construction of such passageway or passageways or other means of access, shall be of the best quality and workmanship, and the appearance and finish thereof shall harmonize with the appearance and finish of the Station and approach thereto.

All work in the construction of the Building shall be carried on or provided with the highest regard to the safety of life and property, and in such manner as to cause as little inconvenience to the public as possible and so as not to obstruct, interfere with, or endanger the constructed portion of the Railway or the Station or approach thereto, or obstruct, interfere with, or render dangerous, access thereto, or passage or travel therein or thereon.

The Trustees for themselves their survivors, successors and assigns, covenant and agree to repair, replace and reconstruct at their own expense, all portions

of the constructed portion of the Railway or the Station or approach thereto, which may be required necessary by reason of the construction of the Building.

(b) The Trustees, for themselves, their survivors successors and assigns, covenant and agree to keep the passageway or passageways, or other means of access, well and sufficiently heated at all times; and that there shall be free and continuous access at all times through said passage way or passageways or other means of access to and from the sidewalk of the street and the Station, or approach thereto, for persons wishing to travel on and leaving the constructed portion of the Railway, and for the employees of the Interborough Company, its successors and assigns.

The use of such passageway or passageways or other means of access by occupants of the Building shall not, however, interfere with or diminish the use thereof by passengers on the constructed portion of the Railway.

(c) The Trustees for themselves their survivors, successors and assigns, covenant and agree at their own expense, to keep all parts of the passage way or passageways, or other means of access, at all times free from obstructions and in thorough order and repair, and in a thoroughly clean, dry, neat, safe and suitable condition for the use of passengers and intending passengers and brilliantly lighted with electricity when artificial light is necessary; and to properly police the passageway or passageways, or other means of access, and prevent all nuisances, disorders, breaches of peace and threatened breaches of the peace therein, so that passengers and intending passengers may pass through the said passageway or passageways, or other means of access, freely and safely without annoyance interference, or molestation.

(d) The Trustees, for themselves, their survivors, successors and assigns, covenant and agree that any window opening upon such passage way or passageways or other means of access, shall be used solely for the display of goods offered for sale by occupants of the Building and for the selling price of such goods and for the name of such occupants; that, except for such display of goods and selling price and names, no advertising of any kind and no indecent or objectionable article shall be permitted therein, or in any door opening upon such passageway or passageways, or other means of access; that said windows and their contents and said doors shall always be kept so as to present a neat and attractive appearance; that no portion of the building opening upon, or visible from such passageway or passageways, or other means of access, shall be used for a liquor saloon or other business deemed objectionable by the Interborough Company, its successors or assigns; and that no sign advertising any liquor saloon, or other business deemed objectionable by the Interborough Company, its successors or assigns shall be displayed in any such window or door; and that the Trustees their survivors, successors and assigns will at their expense, keep said windows and doors in a clean and neat condition and in thorough order and repair.

The words "Liquor saloon" as used herein shall not be deemed to include a restaurant in which liquor is sold, provided such restaurant is conducted in a proper and unobjectionable manner.

...in this
sub-division, the Interborough Company, its successors or assigns, may cause the said doors
windows and doors to be covered or closed up, or the openings thereto to be locked up,
at the expense of the Trustees who agree to pay the cost of such work, and for the purpose
of doing such work the Interborough Company may enter upon the premises to the extent necessary;
but so long as the said terms and conditions are complied with such doors and windows shall
not be obstructed by the Interborough Company.

(e) The Trustees shall indemnify and save harmless the Interborough
Company, its successors and assigns from all claims, loss, damage and expense arising from any
work performed by the Trustees under this Article Seventh or from any breach by the Trustees
of any of the provisions of this Article Seventh or from loss or damage to passengers or in-
tending passengers of the constructed portion of the Railway, or other persons, in the passag-
eway or passageways, or other means of access, or within the Building, except any claim, loss or
damage or expense arising from the act or negligence of the Interborough Company, its successors
and assigns.

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(f) The Trustees covenant with the Interborough Company, its
successors and assigns, that they will not do any act upon the premises whereby the passageway
or passageways or other means of access shall be interfered with or rendered damp, unwhole-
some or dangerous or whereby the full enjoyment of the easements granted to the Interborough
Company, its successors and assigns shall be prevented and that they will, at their expense,
keep the walls, floors and other parts of any present and future building or buildings upon
the premises which may adjoin or affect the passageway or passageways or other means of
access in good repair and shall forthwith repair any such walls, floors or other parts that
may become damaged, so that such floors, walls and other parts shall not endanger or interfere
with the passageway or passageways or other means of access.

(g) In case the Building or any future building, shall be destroyed
or removed, it shall be rebuilt or a new building shall be erected by the Trustees of the
Trustees shall forthwith erect and maintain on the premises at their expense a structure pro-
viding means of access, ingress and egress between the Station and the sidewalk as safe, con-
venient and adequate as that afforded by the passageway or passageways, or other means of access,
and pending and during the rebuilding of such building or the construction of such new building
or the erection of such structure, the Trustees shall erect and maintain on the premises at
their expense a temporary structure providing such safe, convenient and adequate means of access
ingress and egress, and in default thereof the Interborough Company, its successors or assigns
at the expense of the Trustees may erect and maintain such temporary or other suitable structure
of the height and within the limits of the easement hereinbefore specified and granted for the
purpose of providing safe and convenient access to and from the sidewalk of the Street and
the constructed portion of the Railway and the Station or approach thereto.

When such building shall be rebuilt or such new building erected,
means of access, ingress and egress between the station or approach thereto and the sidewalk of the Street

shall be provided therein by the Trustees, at their expense substantially at the location of a ^{and} similar to the Passageway or Passageways, or other means of access and affording means of access, ingress and egress as safe, convenient and adequate as those afforded by the passageway or passageways, or other means of access.

The Interborough Company, its successors and assigns, shall have the right to use such temporary or permanent structures or such means of access in such building so rebuilt or such new building with the same rights and subject to the same terms and with the same obligations on the part of the Trustees as it could use the passageway or passageways or other means of access originally provided.

(h) In case of a breach of any of the terms and conditions contained in this Article Seventh, the Interborough Company, its successors and assigns, in addition to all other remedies which they may have at law or in equity or under this Article shall have, and the Trustees hereby grant to them, the right in the place and stead of the Trustees, either as agent for the Trustees or otherwise, and at the expense of the Trustees to perform any or all of the obligations of the Trustees under this Article and to do any or all of the matters and things therein agreed to be done by the Trustees and to abate any condition upon the premises in violation of the provisions of this Article.

(i) All covenants in this Article Seventh entered into by the Trustees shall be binding upon their survivors, successors and assigns and shall be real covenants running with the land; provided, however, and it is expressly understood and agreed that any liability on the part of the Trustees or of their survivors, successors or assigns, or any of them, under or by reason of this Article shall forthwith cease and determine upon the termination of their ownership of the premises but without prejudice to any right or remedy against the Trustees their survivors, successors or assigns, or any of them, then possessed by or vested in the Interborough Company its successors or assigns, or in any operator of the constructed portion of the Railway or both, and all covenants and agreements in this Article made on behalf of the Trustees shall be enforced only against the owner or owners of the premises at the time that the liability for breach of such covenant or agreement shall accrue or the cause of action therefor shall arise, and no such covenant or agreement shall be enforced against the Trustees unless they are at the time of the breach of such covenant or when the cause of action for such breach arises the owners of the premises.

Eighth. Interborough Company in consideration of the foregoing grants, conveyances, releases, transfers and assignments by the acceptance thereof, hereby agrees that the said indebtedness of \$ 10, 603, 592.06 shall be, and it hereby is, cancelled and reduced by the sum of \$ 9, 774, 692.06.

Ninth. For the purpose of facilitating the record hereof this Indenture has been executed in two counterparts, each of which shall be taken to be an original, and both together but one instrument.
IN WITNESS WHEREOF, the Trustees have hereunto set their hands and

...ales, the day and year first above written.

AUGUST BELMONT (L. S.)

ANDREW FREEDMAN (L. S.)

W. LUTTGEN (L. S.)

WALTER G. DAKMAN (L. S.)

JOHN PEIRCE (L. S.)

G. W. YOUNG (L. S.)

WM. BARCLAY PARSONS (L. S.)

As Surviving Trustees of the Creditors , Stockholders and Members of the New York and Long Island Railroad Company.

Signed, sealed and delivered :

In the presence of :-

J. C. Morris.

Approved as to form

J. C. R.

G. C.

State of New York

County of New York :SC:

On this 6th day of October, 1913, before me personally appeared

August Belmont, Andrew Freedman, Walther Lutgen, Walter G. Dakman, John Peirce, George W. Young and William Barclay Parsons, Trustees of the New York & Long Island Railroad Company,

to me known and known to me to be the Individuals described in and who executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same as such Trustees as aforesaid.

J. C. MORRIS,

Notary Public, New York County, No. 2777.

Certificate filed Registers Office,

New York County No. 5000.

(L.S.)

State of New York :

County of New York :SC:

I, William F. Schneider Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of record, Do hereby

Certify that J. C. Morris, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument and thereon written was, at the time of taking such

proof of acknowledgment a Notary Public, in and for the County of New York, dwelling in the said County commissioned and sworn and duly authorized to take the same, and further that I am well

acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the

...ales, the day and year first above written.

AUGUST BELMONT (L. S.)

ANDREW FREEDMAN (L. S.)

W. LUTIGEN (L. S.)

WALTER G. OAKMAN (L. S.)

JOHN PEIRCE (L. S.)

G. W. YOUNG (L. S.)

WM. BARCLAY PARSONS (L. S.)

As Surviving Trustees of the Creditors , Stockholders and Members of the New York and Long Island Railroad Company.

Signed, sealed and delivered :

In the presence of :-

J. C. Morris.

Approved at to form

J. C. R.

G. C.

State of New York :

County of New York :S'

On this 6th day of October, 1913, before me personally appeared

August Belmont, Andrew Freedman, Walther Lutigen, Walter G. Oakman, John Peirce, George W. Young and William Barclay Parsons, Trustees of the New York & Long Island Railroad Company,

to me known and known to me to be the Individuals described in and who executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same as such Trustees as aforesaid.

J. C. MORRIS,

Notary Public, New York County , NO. 2771.

Certificate filed Registers Office,

New York County No. 5000.

(L. S.)

State of New York :

County of New York :S'

I, William F. Schneider Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of record, Do hereby Certify that J. C. Morris, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument and thereon written was, at the time of taking such proof or acknowledgment a Notary Public, in and for the County of New York, dwelling in the said County commissioned and sworn and duly authorized to take the same. and further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the

seal of the said Court and County, the 10th day of Oct. 1913.

(L. S.) Wm. P. Schneider, Clerk.

Permission is hereby granted to the foregoing transfer and assignment.

Dated, New York July 24, 1913.

W. J. GAYNOR,

Mayor of The City of New York.

State of New York :

County of New York : SS

On this 6th day of August, 1913, before me personally appeared William J. Gaynor, to me known, and known to me to be the Mayor of The City of New York, and the individual who executed the foregoing instrument, and he duly acknowledged to me that he executed the same as Mayor as aforesaid.

CHAS. BARRACCI,

Notary Public 177 N. Y. County

Notary Public No. 177

New York County Register No. 11021.

(L. S.)

Certificate filed with County Clerk of Queens Co. N. Y.

Permission is hereby granted to the foregoing transfer and assignment.

Dated, New York July 24, 1913.

(L. S.)

PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT.

By Edward F. Mc Call,

Chairman.

Attent : Travis H. Whitney,

Secretary.

State of New York :

County of New York : SS

On this 1st day of August, 1913 before me personally appeared EDWARD F. MC CALL, the Chairman and Travis H. Whitney, the Secretary of the Public Service Commission for the First District, to me known, who, being by me first duly sworn, did depose and say, each for himself and not the one for the other, the said Edward E. Mc Call, that he resides in the Borough of Manhattan, in the City, County and State of New York; that he is the Chairman of the Public Service Commission for the First District, and that he subscribed his name to the foregoing instrument by virtue of the authority thereof; and the said TRAVIS H. WHITNEY, that he resides in the Borough of Brooklyn, County of Kings, City and State of New York; that he is the Secretary of the said Commission, and that he subscribed his name thereto by like authority; and both the said Edward E. Mc Call and the said Travis H. Whitney; that they know the seal of said Commission; that the seal affixed to the foregoing instrument is such seal, and that it was so affixed by the authority of said Commission.

a resolution duly adopted by the Commission.

ROBT. S. WRIGHT,

Notary Public, New York County No. 126

And New York Register No. 4071.

State of New York :

County of New York :SS

I, William F. Schneider Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, these being a Court of record, do hereby certify that Robt. S. Wright, whose name is subscribed to the Certificate of the proof or acknowledgment of the annexed instrument, and thereon written was at the time of taking such proof or acknowledgment a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn and duly authorized to take the same.

AND Further That I am well acquainted with the handwriting of such Notary, and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the said Court and County, the 10 th day of Oct. 1913.

(W. F. Schneider, Clerk.

COPY OF FINDING OF THE PUBLIC SERVICE COMMISSION FOR THE FIRST DISTRICT

At an adjourned meeting of the Public Service Commission for the first District, duly held at its office, Number 154 Nassau Street, in the Borough of Manhattan, City and State of New York, on the 24 th day of July, 1913.

PRESENT:

- MITO R. MALTBIE, Acting Chairman
- John E. Austin,
- J. Sergeant Cress,
- George V. S. Williams,

COMMISSIONERS.

IN THE MATTER OF

..... X

The Application of August Belmont, Andrew Freedman, Walter Hittgen, Walter G. Oakman, John Peirce, George W. Young and William Barclay Parsons, as surviving Trustees of the Creditors, Stockholders and members of the New York and Long Island Railroad Company for a finding under the provisions of Chapter 478, of the Laws of 1910.

..... X

Case No. 1705. Finding.

And application having been made to the Public Service Commission for the First District by August Belmont, Walther Lutge, Walter G. Oakman, John Peirce, George W. Young and William Barclay Parsons, as surviving Trustees of the creditors, stockholders and members of the New York and Long Island Railroad Company, by petition verified the 7th day of July, 1913 for a finding under the provisions of Chapter 476 of the Laws of 1910, that public convenience and advantage will be best subserved by the completion and operation of the tunnel railway heretofore authorized upon the following route or routes.

Section No. 1 Beginning at a point under the ground at or near the westerly end of Fifth Street and in the middle line thereof at low water mark on the east side of the East River in the Borough of Queens; thence running easterly beneath Streets and private property to a point at or near the intersection of Fourth Street and West Avenue; thence along Fourth Street to or near Van Alst Avenue with a station hereafter to be located between the easterly shore of the East River and Van Alst Avenue; thence northeasterly by a curved line to Meadow Street; thence along Meadow Street to Beach Street; thence northerly along Meadow Street 600 feet; thence curving northeasterly to the right to a point near the Junction of Hunter's Point Avenue and Orton Street in the Borough of Queens to a point of tangent; thence on a tangent parallel to Orton Street; crossing Borden Avenue and continuing on a tangent to a point of curve near the Junction of Review and Young Streets; thence curving to the eastwardly to an intersection with the tracks of the Long Island Railroad at or near Greenpoint Avenue in the Borough of Queens.

Also a line deflecting from the last above described line in the Borough of Queens at a point two hundred feet east of Meadow Street on Ambel Avenue; thence curving to the left to a point near Thomson Avenue; thence on a tangent three hundred feet in length to a point between Orchard and Barnes Streets; thence curving to the right to a connection with the tracks of the Long Island Railroad near Rapelyea Street.

Also a line in the Borough of Queens commencing at a point of tangent two hundred feet south of Hunter's Point Avenue near Orton Street; thence extending in a tangent parallel to Orton Street to a connection with the last above-described line at a point near the southerly side of Thomson Avenue.

Also a line commencing at and deflecting from the East River and tangent to route described in the first paragraph of this section at a point midway in the block between Third and Fourth Streets; thence by a curve southeasterly to a point under Newtown Creek opposite the foot of East Street or Avenue; thence to Oakland Avenue in what was formerly Greenpoint.

TOGETHER with such connections, tracks, branches, sidings, curves and switches in connection with all and every of such routes as may be needed for the safe, speedy and efficient transportation of persons and property along said routes by the New York and Long Island Railroad Company as a common carrier.

...the easterly end of Fifth Street and in the middle line thereof at low water mark on the
west side of the East River in the Borough of Queens, and extending thence westerly across
the East River by a tunnel under said River, to the easterly end of Forty-second Street
in the Borough of Manhattan; thence continuing westerly by a tunnel under said Forty-second
Street to a point 600 feet west of Tenth Avenue in the Borough of Manhattan; thence by a curve
northwesterly and a tangent to a point at the northeast corner of West Forty-first Street and
Eleventh Avenue; thence passing under Eleventh Avenue, by tunnel, to a point at the north-
west corner of Forty-first Street and Eleventh Avenue; thence westerly on private property
of Tenth Avenue, crossing which the line extends westerly to the Pier line in the Hudson
River; also a branch deflecting to the north, at a point fifty feet west of the center of
Tenth Avenue and Forty-second Street, curving to the north to and across Forty-third Street
to a point on Eleventh Avenue, one hundred and fifty feet or more north of Forty-second Street,
thence connecting with the tracks of the New York Central and Hudson River Railroad.

Of which the following described portion has been completed

substantially completed:

A two-track underground railway beginning at a point under
Forty-second Street, in the Borough of Manhattan about 15.00 feet easterly from the
center line of Park Avenue; extending thence easterly under Forty-second Street to the
east bank of the East River; thence on a line continuous with the center line of
Forty-second Street, under the East River, to the easterly bank of the East River, in the
Borough of Queens; thence under private property to a point at or near Fourth Street where
the center line of Forty-second Street in the Borough of Manhattan, continued intersects the
center line of Fourth Street, in the Borough of Queens, at or near West Avenue; thence
under Fourth Street and private property; and ending at a point 24 feet westerly from
the easterly side of Van Alst Avenue.

And a hearing having been duly held by the Commission on the 17th day
of July, 1913, Commissioner Maltbie presiding, and James L. Quackenbush appearing for
the said surviving Trustees, and Le Roy T. Harkness, Assistant Counsel, attending for the
Commission, and notice of a hearing upon such application having been duly published in the
newspapers specified by the Commission, and due consideration having been had, it is
found that public convenience and advantage will be best subserved by the completion and
operation of a tunnel railway upon the route first above described.

BY THE COMMISSION,

Frederic H. Whitney, Secretary

James L. Quackenbush
James L. Quackenbush
Assistant Counsel

Clark

Witness my hand and the foregoing with the original October 17, 1913 at 9 A. M.

Row

8914-

THIS INSTRUMENT made this 3rd, day of April 1914, Between
INTERBOROUGH RAPID TRANSIT COMPANY, a domestic corporation of the State of New York, whose
 principal Office is at No. 165 Broadway in the Borough of Manhattan in the City of New York,
 (hereinafter referred to as the " Interborough Company ") party of the first part, and
THE CITY OF NEW YORK, a municipal corporation of the State of New York, (hereinafter
 referred to as the " City " party of the second part.

WHEREAS the Interborough Company heretofore entered into a certain
 Indenture bearing date the 3rd, day of April 1914, between said Interborough Company
 Tubes Realty and Terminal Company a domestic corporation of the State of New York, and
 Degeen Contracting Company, a corporation of the State of New Jersey, relating to certain
 parcels of land situate lying and being in Long Island City in the Borough and County of
 Queens, in the City and State of New York, including four certain parcels of land therein
 described at and near Fourth Street and Van Alst Avenue, which Indenture has been or is to
 be recorded in the office of the Clerk of the County of Queens, prior to or simultaneously
 with the recording of this instrument; and

WHEREAS the Interborough Company pursuant to the provisions of
 said Indenture is now seized and possessed of certain permanent perpetual and exclusive
 rights easements and rights of way and certain temporary rights and easements in said
 Indenture particularly set forth and described for the construction maintenance use and
 operation of a portion of a rapid transit railroad in through and under said four parcels
 of land and;

WHEREAS the Interborough Company pursuant to its obligation under
 Article X of a certain contract dated March 19, 1913, known as Contract No. 3, between the
 City acting by the Public Service Commission for the First District and the Interborough
 Company has procured the assignment in form approved by the Commission of the Railway
 known as the Steinway Tunnel and in accordance with its obligation under said Article
 proposes to deliver to the City a transfer and assignment bearing even date herewith
 granting conveying releasing transferring assigning and setting over unto the City its
 successors and assigns for ever the said Steinway Tunnel described in said transfer and
 assignment; and

WHEREAS the Commission is willing to approve and the City is
 willing to accept said transfer and assignment bearing even date herewith as the assignment
 contemplated by said Article X of said Contract No. 3 only upon the execution and delivery
 of this instrument simultaneously therewith;

FOR WHEREFORE THIS INSTRUMENT WITNESSETH that the Interborough
 Company in consideration of the premises and of the sum of One Dollar to it in hand paid
 by the City at or before the sealing and delivery of these presents the receipt whereof
 is here by acknowledged has granted conveyed and released and by these presents does
 Grant and convey and release unto the City and its Successors and assigns for ever the

L 1937 P 253

Interborough Rapid Transit Company in and to said parcels of land and has assigned transferred conveyed and set over and by these presents does assign transfer convey and set over unto the City and its successors and assigns for ever the said indenture bearing date the 3rd day of April 1914, and all the rights of the Interborough Company thereunder and all the right title and interest of the Interborough Company in and to said indenture.

To have and to hold the same unto the City and its successors and assigns for ever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the Interborough Company does not assign or transfer to the City any right to receive the sum of Two Thousand Five Hundred Dollars (\$ 2,500) paid to the Interborough Company by said Interborough Rapid Transit Company upon the execution and delivery of said Indenture.

The City by the acceptance of this instrument shall be deemed to have assumed and does assume all the covenants agreements and obligations of the Interborough Company contained in said Indenture.

IN WITNESS WHEREOF the Interborough Rapid Transit Company has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President, the day and year first above written.

INTERBOROUGH RAPID TRANSIT COMPANY (L. C.)

By: T. P. Shotts, President,

J. L. C.

Attest: A. C. Wigren, Asst. Secretary,

Approval as to form by Corporation Counsel:

The foregoing instrument is here by approved as to form

Dated April 3, 1914,

Louis N. Hable, Acting Corporation Counsel

STATE OF NEW YORK -
COUNTY OF FREDERICK - SS:

On this 3rd day of April 1914, before me personally appeared T. P. SHOTTS, (to me known and being by me first duly sworn) did depose and say that he resides in the City of New York, in the State of New York, that he is the President of the Interborough Rapid Transit Company, the corporation described in and which executed the foregoing instrument, that he knows the corporate seal of the said Company that

seal affixed to said instrument is such corporate seal and that it was affixed thereto by order of the Board of Directors of said Company and that he signed his name there to by like authority.

K. P. Bondy, (L. S.)

Notary Public New York County No. 25,

Certificate filed Registers Office,

New York County No. 5125,

STATE OF NEW YORK :
COUNTY OF NEW YORK : SS :

I, WILLIAM P. SCHNEIDER Clerk of the County of New York, and also Clerk of the Supreme Court for the said County the same being a Court of record do hereby certify that K. P. BONDY, whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and there on written was at the time of taking such proof or acknowledgment a Notary Public in and for the County of New York, dwelling in the said County Commissioned and sworn and duly authorized to take the same. And further that I, as well acquainted with the hand writing of such Notary and verily believe that the signature to the said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of the said Court and County the 15th, day of April 1914.

W. P. Schneider, Clerk, (L. S.)

Entered and compared the foregoing with the original April 20, 1914, at 10.17, A. M.

Examined by, *Edward J. [Signature]* Clerk, EDWARD J. [Signature]
Recorded at the request of The City of New York,

5915 1-

THIS INSTRUMENT made this 3rd, day of April 1914, between HYDEBOROUGH RAPID TRANSIT COMPANY (hereinafter called the "Interborough Company") a corporation organized under the laws of the State of New York, whose principal office is at No. 165 Broadway, Borough of Manhattan City County and State of New York, party of the first part and the CITY OF NEW YORK (hereinafter called the "City") party of the second part.

WITNESSETH WHEREAS in and by certain actions and proceedings New York and Long Island Railroad Company (hereinafter called the Railroad Company) acquired certain rights to build and operate a tunnel railway in New York City and in Long Island City, which railway is hereinafter referred to as the "Railway" but failed to complete the construction of the Railway and put the same in operation within the period of time prescribed therefor by law to wit the first day of January 1907, but did complete or substantially complete a portion thereof (which portion is herein after

Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

APPENDIX E

Previous Owners and Operators

Appendix E – Previous Property Owners and Operators

2-33 50th Avenue, Long Island City, NY

BCP Application – Section VI

The Requestor of the Site (50th & 5th LIC LLC) and current owner of the Site (Fortress New York Holdings, Inc.), nor any of its corporate members, have any relationship with the former owners and operators. Additional information regarding previous owners and operators is provided below.

FORMER OWNERS' INFORMATION

Lot 1 (2-33 50th Avenue)

<u>Period</u>	<u>Owner</u>	<u>Address</u>	<u>Phone</u>	<u>Relationship to Requestor</u>
2/22/1984-6/7/1996	Judson Holdings II	50 West 57 th Street, New York, NY 10019	unknown	none
1970-1983	F.O.Pierce Co.	2-33 Fifth Ave. long Island City NY	unknown	none
1962-1970	H R Hillman	2-33 Fifth Ave. long Island City NY	unknown	none
1945-1962	Dessiedess Paint Co.	2-33 Fifth Ave. long Island City NY	unknown	none

Appendix E – Previous Property Owners and Operators

2-33 50th Avenue, Long Island City, NY

BCP Application – Section VI

CURRENT OPERATORS' INFORMATION

The current operator of the Site is:

Fortress New York Holdings, Inc.
Ladd Thorne, Jr.
lthornejr@thefortress.com
99 Boston Street
Boston, MA 02125

FORMER OPERATORS' INFORMATION

Lot 1 (2-33 50th Avenue)

Year	Operator	Source	Phone	Relationship to Requestor
2/22/1984-6/7/1996	Judson Holdings II	City directory	unknown	none
1983	FO Pierce Co paints & varnish Pierce FO Co paints & varnish	City directory	unknown	none
1970	FO Pierce Co paints & varnish Hillman H R Pierce FO Co paints & varnish	City directory	unknown	none
1967	Pierce FO Co paints & varnish Hillman H R	City directory	unknown	none
1962	Hillman H R Pierce FO Co paints & varnish	City directory	unknown	none
1950	Dessiedess Paint Co H Pierce FO Co paints & varnish W 9	City directory	unknown	none
1945	Dessiedess Paint Co Pierce FO Co paints & varnish	City directory	unknown	none

Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

APPENDIX F

Volunteer Statement

Appendix F – Volunteer Statement

2-33 50th Avenue, Long Island City, NY
BCP Application – Section VII

50th & 5th LIC LLC (the Requestor) is a Contract Vendee; as such, it currently has no control of the Site. Upon acquiring title, the Requestor intends to remediate and redevelop the Site as a mixed-use (commercial/residential), mixed-income (affordable rental housing/market-rate rental housing) project.

The contamination identified in the investigations to date appears related to historical releases from paint/varnish manufacturing, one or more historical fuel oil releases from an underground storage tank (UST), and historical/urban filling of the property, all of which occurred before the current Site owner, Fortress New York Holdings, Inc. (Fortress), took title. (Fortress is not a party to this application, but it is worth noting Fortress apparently has taken reasonable and appropriate steps to prevent human exposure to the known contamination by a locked perimeter fencing to restrict access). There are no open spill numbers or enforcement actions pending and the Site is not currently in any environmental program. No storage tanks are known to have been present at the Site, and there are no ongoing operations involving hazardous materials so there is no threat of a potential future release.

The Requestor does not have any affiliation with any responsible party. The Requestor's liability would arise solely as a result of its future ownership or involvement with the redevelopment of the Site, which will come into being subsequent to the disposal of hazardous substances and contaminants. As such, the Requestor qualifies as a Volunteer as defined in ECL 27-1405(1)(b).

Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

APPENDIX G

Proof of Site Access

FORTRESS NEW YORK HOLDINGS, INC.
99 BOSTON STREET
BOSTON, MASSACHUSETTS 02125

As of December 2, 2020

Via Email

Peter Papamichael, Managing Member
50th & 5th LIC LLC
184 North 8th Street
Brooklyn, NY 11211

Re: **Right of Access to 2-33 50th Avenue, Long Island City (“Property”)
New York State Brownfields Cleanup Program (“BCP”)**

Dear Peter:


Reference is made to our amended and restated letter to you, also dated as of December 2, 2020 and attached as an exhibit hereto (“Amended and Restated Access Letter”). Pursuant to the Amended and Restated Access Letter, we have agreed to permit 50th & 5th LIC LLC (“Buyer”) to have access to the Property, to perform work thereon, and, subject to the conditions in the letter, encumber the Property with an environmental easement. The access and performance of work described in the Amended and Restated Access Letter is governed by and is subject to the provisions of the Purchase and Sale Agreement dated as of September 2, 2020 between Fortress New York Holdings, Inc. (“Seller”) and Buyer (“PSA”).

You have advised us that the application for entry into the BCP requires that you provide a letter from Seller, as owner of the Property, granting Buyer permission, without any further approvals from Seller, (x) to come onto the Property and perform studies and tests, including studies and tests that would be considered invasive under the PSA, (y) to perform certain work on the Property, and (z) to encumber the Property with an environmental easement. These grants are inconsistent with the provisions of Sections 6(c) and 6(f) of the PSA, which govern and establish the conditions for granting access to the Property in order to perform, and for the actual performance of, these studies and tests. In addition, the PSA does not give Buyer authority to place any encumbrance on the Property. Sections 6(c) and 6(f) were carefully negotiated by us, as Seller, and you, as Buyer, and we agree that they should continue to govern access to and the performance of work on the Property notwithstanding the provisions of the Access Letter.

Buyer has asked that we execute the Amended and Restated Access Letter and return it to you for delivery to the New York State Department of Environmental Conservation as a part of Buyer's application to enter into the BCP. We are prepared to do so provided that Buyer agrees that (i) it will not seek to access or perform work on the Property except pursuant to the terms of the PSA; (ii) that its ability to obtain such access and perform any such work remains subject to the conditions set forth in the PSA; and (iii) that it shall not encumber the Property in any way without Seller's prior written consent, which consent may be conditioned or withheld in Seller's sole discretion.

Please confirm your agreement to the foregoing by countersigning this letter and returning it to me.

Sincerely,
FORTRESS NEW YORK HOLDINGS, INC.

By: 
Ladd M. Thorne
President

ACCEPTED AND AGREED TO:

50TH & 5TH LIC LLC

By: 
Peter Papamichael
Managing Member

Brownfield Cleanup Program Application
Former FO Pierce Company, Long Island City, New York

APPENDIX H

Site Contact List

Appendix H – Site Contact List

2-33 50th Avenue, Long Island City, NY
BCP Application – Section IX

Name	Title	Address1	Address2	Phone/Email
LOCAL AND STATE OFFICIALS				
Hon. Bill de Blasio	NYC Mayor	City Hall	New York, NY 10007	
Hon. Scott Stringer	NYC Comptroller	1 Centre Street	New York, NY 10007	212-669-3916
Hon. Jumaane Williams	Public Advocate	1 Centre Street, 15 th Floor	New York, NY 10007	212-669-7250
Marisa Lago	Commissioner, NYC Dept. of City Planning	120 Broadway, 31st Floor	New York, NY 10007	
Vincent Sapienza	Commissioner, NYC Dept. of Environmental Protection	59-17 Junction Boulevard	Flushing, NY 11373	
Mark McIntyre, Director	NYC Office of Environmental Remediation	100 Gold Street - 2nd Floor	New York, NY 10007	mmcintyre@cityhall.nyc.gov
Julie Stein	NYCDEP Office of Environmental Assessment & Planning	96-05 Horace Harding Expressway	Flushing, NY 11373	
Hon. Sharon Lee	Queens Borough President	122-55 Queens Boulevard	Kew Gardens, NY 11424	718-286-3000
Joseph DeMarco	NYSDEC	625 Broadway	Albany, NY 12233	
Thomas V. Panzone	NYSDEC Public Participation Specialist	47-40 21 st Street	Long Island City, NY 11101	718-482-4953
Hon. Michael Gianaris	NYS Senator	31-19 Newtown Avenue, Suite 402	Astoria, NY 11102	718-728-0960
Christine Vooris, P.E.	NYSDOH Public Health Specialist	Empire State Plaza Corning Tower, Room 1787	Albany, NY 11237	
Hon Charles Schumer	U.S. Senator	780 Third Avenue, Suite 2301	New York, NY 10017	
Hon. Kirsten Gillibrand	U.S. Senator	780 Third Avenue, Suite 2601	New York, NY 10017	
Hon. Catherine Nolan	NYS Assembly District 37	47-40 21 st Street, Room 810	Long Island City, NY	718-784-0648
Hon. Carolyn Maloney	US House of Representatives	31-19 Newtown Avenue	Astoria, NY 11102	718-932-1804
Lisa Ann Deller	Queens Community Board 2 Chairperson	43-22 50 th Street, Suite 2B	Woodside, NY 11377	718-533-8773
Hon. Jimmy Van Bramer	NYC Council Member	47-01 Queens Boulevard, Suite 205	Sunnyside, NY 11104	708-383-9566
Audrey I. Pheffer	Queens County Clerk	8811 Sutphin Boulevard, #106	Queens, NY 11435	
CURRENT SITE OWNER				
Fortress New York Holdings, Inc.	c/o Mr. Ladd Thorne, Jr.	99 Boston Street	Boston, MA 02125	
CURRENT OWNERS AND OCCUPANTS OF THE SUBJECT SITE AND ADJACENT SITES				
Fortress New York Holdings	Site (Block 17 Lot 1)	2-33 50 th Avenue	Long Island City, NY 11101	718-937-5500
Icon Parking	Block 18 Lot 1	45-45 Center Boulevard	Long Island City, NY 11101	718-440-3408
NYC Public School 78	Block 18 Lot 1	48-09 Center Boulevard	Queens, NY 11109	718-392-5402
Chinelos Birria Tacos	Block 18 Lot 1	4-09 Center Boulevard	Queens, NY 11101	917-819-9066
Zipcar	Block 18 Lot 1	4-74 48 th Avenue	Long Island City, NY 11109	
Avatar Wine Marketing	Block 18 Lot 1	4-74 48 th Avenue	Long Island City, NY 11109	646-257-2551
CityLights Building	Block 18 Lot 1	4-74 48 th Avenue	Queens, NY 11109	718-340-1106
CL Parking LLC	Block 18 Lot 1	4-74 48 th Avenue	Queens, NY 11109	718-784-4966
City View Valet Cleaners	Block 18 Lot 1	474 48 th Avenue	Long Island City, NY 11109	718-869-3638

Appendix H – Site Contact List

2-33 50th Avenue, Long Island City, NY
BCP Application – Section IX

Little Ones LLC	Block 18 Lot 1	4-74 48 th Avenue	Long Island City, NY 11109	718-392-1254
Emily Spa	Block 18 Lot 1	474 48 th Avenue	Long Island City, NY 11109	718-707-0008
Piatto	Block 18 Lot 5	1-50 50 th Avenue	Long Island City, NY 11101	718-361-2751
FlybyNite Auto Transport	Block 18 Lot 5	101 Center Boulevard	Long Island City, NY 11101	718-404-9186
Riverview Gardens HDFC	Block 17 Lot 29	412 49 th Avenue	Long Island City, NY 11101	718-361-8442
American Brass Restaurant	Block 17 Lot 28	2-01 50 th Avenue	Long Island City, NY 11101	718-806-1106
New York Botanics LLC	Block 17 Lot 28	2-01 50 th Avenue	Long Island City, NY 11101	347-721-5754
Avalon Riverview	Block 17 Lot 28	2-01 50 th Avenue	Long Island City, NY 11101	718-729-7800
Global Hedging LLC	Block 17 Lot 28	2-01 50 th Avenue	Long Island City, NY 11101	718-881-6500
MTA NYC Transit	Block 17 Lot 19	2-19 50 th Avenue	Long Island City, NY 11101	877-690-5116
5 th Street Lofts	Block 31 Lot 21	5-09 48 th Avenue	Long Island City, NY 11101	
Studio JA LLC	Block 32 Lot 31	59-01 5 th Street	Long Island City, NY 11101	
Silver Star Auto Express	Block 32 Lot 29	49-03 5 th Street	Long Island City, NY 11101	718-391-0623
New York Auto	Block 32 Lot 29	49-03 5 th Street	Long Island City, NY 11101	718-391-0623
PCI Green Realty, LLC	Block 32 Lot 28	49-09 5 th Street	Long Island City, NY 11101	
The Galaxy Condominium	Block 32 Lot 24	5-03 50 th Avenue	Long Island City, NY 11101	
Industry Gymnastics	Block 33 Lot 28	5-02 50 th Avenue	Long Island City, NY 11101	718-392-5437
P-Ryton Corporation	Block 33 Lot 28	514 50 th Avenue	Long Island City, NY 11101	718-937-7052
Prestige Condominium	Block 33 Lot 28	50-01 5 th Street	Long Island City, NY 11101	
LIC Dental Associates	Block 16 Lot 25	50-02 5 th Street	Long Island City, NY 11101	718-530-6539
UA Local Union No. 1 The Plumbers of New York City	Block 16 Lot 25	50-02 5 th Street, 2 nd Floor	Long Island City, NY 11101	718-738-7500
Powerhouse Yard Condominium	Block 16 Lot 38		Long Island City, NY 11101	718-786-4169
LM Powerhouse Garage, LLC	Block 16 Lot 38	245 51 st Avenue	Long Island City, NY 11101	718-392-4141
Gantry Park Landing	Block 16 Lot 8	226 50 th Avenue	Long Island City, NY 11101	718-786-4169
Black Star Bakery & Café	Block 16 Lot 8	2-10 50 th Avenue	Long Island City, NY 11101	718-433-9189
Urban Market	Block 16 Lot 8	50-01 2 nd Street	Long Island City, NY 11101	718-433-4995
RELIGIOUS AUTHORITIES				
New City Church		1-50 51 st Avenue	Long Island City, NY 11101	917-740-2489
Church of Saint Mary		10-08 49 th Avenue	Long Island City, NY 11101	stmarylic@gmail.com
Gadenpa Buddhist Center		38-30 29 th Street	Queens, NY 11101	718-786-8188
Sunnyside Jewish Center		40-20 47 th Avenue	Sunnyside, NY 11104	718-784-7055
Greenpoint Shul		108 Noble Street	Brooklyn, NY 11222	718-215-9180
Temple Ahawath Chesed SH		652 Lexington Avenue	New York, NY 10022	212-355-9058
PARKS AND RECREATION				
NYC Parks and Recreation		1 East 104 th Street	New York, NY 10029	
DAYCARES AND SCHOOLS				
Little Ones LLC	Administration	4-74 48 th Avenue	Long Island City, NY 11109	718-392-1254

Appendix H – Site Contact List

2-33 50th Avenue, Long Island City, NY
BCP Application – Section IX

NYC Public School 78	Administration	48-09 Center Boulevard	Queens, NY 11109	718-392-5402
Saint Mary's School	Administration	10-08 49 th Avenue	Long Island City, NY 11101	stmarylic@gmail.com
The Riverview School	Administration	1-50 51 st Avenue	Long Island City, NY 11101	718-609-3320
Academy for Careers in Television & Film	Administration	1-50 51 st Avenue, #411	Long Island City, NY 11101	718-609-3330
Q972 District 30 Pre-K Center	Administration	27-35 Jackson Avenue	Queens, NY 11101	718-391-4660
LOCAL WATER SUPPLY				
New York City Department of Environmental Protection		59-27 Junction Boulevard	Flushing, NY 11373	
LOCAL NEWS AND MEDIA				
Spectrum News NY1		75 9th Avenue	New York, NY 10011	212-691-6397
New York Post		1211 Avenue of the Americas	New York, NY 10036	212-930-8000
Amsterdam News		2340 Frederick Douglas Boulevard	New York, NY 10029	212-932-7400
La Voz Hispana		159 East 116 th Street	New York, NY 10029	212-348-2100
New York Daily News		4 New York Plaza	New York, NY 10004	
LIC Post				516-242-0633
Queens Post				516-242-0633
Long Island City/Astoria Journal				718-426-7200
Newsday		6 Corporate Center Drive	Melville, NY 11747	631-843-2000
Hoy Nueva York		1 Metrotech Center, 18 th Floor	Brooklyn, NY 11201	
El Diario La Prensa		1 Metrotech Center, 18 th Floor	Brooklyn, NY 11201	
LOCAL COMMUNITY, CIVIC AND ENVIRONMENTAL ORGANIZATIONS				
Queens Community Board 2	Chair: Lisa Ann Deller	43-22 50 th Street, Suite 2B	Woodside, NY 11377	718-533-8773
Consolidated Edison	Caroline R. Kretz, Director of Consolidated Edison Corporate of Affairs	4 Irving Place, Room 1428	New York, NY 10003	
NYPD Police 108 th Precinct		547 50 th Avenue	Long Island City, NY 11101	718-784-5411
FDNY Engine 258/Ladder 115		10-40 47 th Avenue	Long Island City, NY 11101	718-999-2000
Hunters Point Civic Association	Business Association			https://www.hunterspointcivic.org/contact
Long Island City/Astoria Chamber of Commerce	Business Association	PO Box 307	New York, NY 10021	646-920-4652
Renew Queens Community Center	Community Center	47-20 11 th Street	Long Island City, NY 11101	seth@renewqueens.org
Society of Saint Amato	Community Association	47-39 Vernon Boulevard	Long Island City, NY 11101	718-729-9686
DOCUMENT REPOSITORY				
Queens Borough Public Library – 3744 21 st Street, Long Island City	Chief Librarian: Nick Buron	89-11 Merrick Ave	Jamaica, NY 11432	718-990-8545 Nick.H.Buron@queenslibrary.org
Queens Community Board 2	District Manager: Debra Markell Kleinert	43-22 50 th Street, Suite 2B	Woodside, NY 11377	718-533-8773 qn02@cb.nyc.gov

From: [Brandon Vella](#)
To: qn02@cb.nyc.gov
Cc: [Wendy Shen](#)
Subject: RE: Permission for Queens Community Board 2 Use as Document Repository: 2-33 50th Avenue, Long Island City, NY 11101
Date: Tuesday, November 3, 2020 9:27:20 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Hello Ms. Debra Markell Kleinart,

I'm following up on my previous request to use Queens Community Board 2 as a document repository for future reports and correspondence associated with the proposed NYSDEC BCP project located at 2-33 50th Avenue in Long Island City, NY. Roux is aiming to submit our BCP application to NYSDEC this week and we require written consent from the proposed Queens Community Board 2 document repository in order to do so. I've also left a follow-up voicemail this morning at the Queens Community Board 2 offices. Please do not hesitate to contact me with any questions you may have pertaining to this request. I look forward to your reply.

Sincerely,

Brandon D. Vella | Project Scientist

209 Shafter Street, Islandia, New York 11749

Main: (631) 232-2600 | Direct: (631) 630-2345 | Mobile: (516) 554-4220

Email: bvella@rouxinc.com | Website: www.rouxinc.com

From: Brandon Vella
Sent: Thursday, October 29, 2020 11:44 AM
To: qn02@cb.nyc.gov
Cc: Wendy Shen <wshen@rouxinc.com>
Subject: Permission for Queens Community Board 2 Use as Document Repository: 2-33 50th Avenue, Long Island City, NY 11101

Dear Ms. Debra Markell Kleinert,

Roux Environmental Engineering and Geology, D.P.C. (Roux) on behalf of 50th & 5th LIC LLC, requests permission to use Queens Community Board 2 as a document repository for future reports and correspondence associated with the proposed New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) project located at 2-33 50th Avenue in Long Island City, NY 11101 (Site). As part of the Site's BCP Application, NYSDEC requires Roux to provide proof of "acknowledgement from the repositories listed that they agree to act as a document repository for the project".

Please reply with confirmation that Queens Community Board 2 permits to its use as a document

repository for this BCP Site.

My contact information is provided below if you have any questions regarding this request. Thank you for your time and attention.

Sincerely,

Brandon D. Vella | Project Scientist

209 Shafter Street, Islandia, New York 11749

Main: (631) 232-2600 | Direct: (631) 630-2345 | Mobile: (516) 554-4220

Email: bvella@rouxinc.com | Website: www.rouxinc.com



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From: [Brandon Vella](#)
To: QN02@cb.nyc.gov (CB)
Cc: [Wendy Shen](#)
Subject: RE: Permission for Queens Community Board 2 Use as Document Repository: 2-33 50th Avenue, Long Island City, NY 11101
Date: Wednesday, November 4, 2020 3:57:38 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Thank you very much.

Brandon D. Vella | Project Scientist

209 Shafter Street, Islandia, New York 11749

Main: (631) 232-2600 | Direct: (631) 630-2345 | Mobile: (516) 554-4220

Email: bvella@rouxinc.com | Website: www.rouxinc.com

From: QN02@cb.nyc.gov (CB) <QN02@cb.nyc.gov>
Sent: Wednesday, November 4, 2020 3:43 PM
To: Brandon Vella <bvella@rouxinc.com>
Subject: RE: Permission for Queens Community Board 2 Use as Document Repository: 2-33 50th Avenue, Long Island City, NY 11101

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Dear Brandon,
Thank you for your email. CB 2 will be a document repository.

Sincerely,
Debbie

Debra Markell Kleinert
District Manager, CB 2Q
43-22 50th Street, 2nd Floor
Woodside, NY 11377
Tel: (718) 533-8773
Fax: (718) 533-8777
Email: qn02@cb.nyc.gov
CB2 Website: www.nyc.gov/queenscb2
Facebook: Queens Community Board 2

From: Brandon Vella <bvella@rouxinc.com>
Sent: Tuesday, November 3, 2020 9:27 AM
To: QN02@cb.nyc.gov (CB) <QN02@cb.nyc.gov>
Cc: Wendy Shen <wshen@rouxinc.com>
Subject: RE: Permission for Queens Community Board 2 Use as Document Repository: 2-33 50th

Avenue, Long Island City, NY 11101

Hello Ms. Debra Markell Kleinart,

I'm following up on my previous request to use Queens Community Board 2 as a document repository for future reports and correspondence associated with the proposed NYSDEC BCP project located at 2-33 50th Avenue in Long Island City, NY. Roux is aiming to submit our BCP application to NYSDEC this week and we require written consent from the proposed Queens Community Board 2 document repository in order to do so. I've also left a follow-up voicemail this morning at the Queens Community Board 2 offices. Please do not hesitate to contact me with any questions you may have pertaining to this request. I look forward to your reply.

Sincerely,

Brandon D. Vella | Project Scientist

209 Shafter Street, Islandia, New York 11749

Main: (631) 232-2600 | Direct: (631) 630-2345 | Mobile: (516) 554-4220

Email: bvella@rouxinc.com | Website: www.rouxinc.com

From: Brandon Vella

Sent: Thursday, October 29, 2020 11:44 AM

To: qn02@cb.nyc.gov

Cc: Wendy Shen <wshen@rouxinc.com>

Subject: Permission for Queens Community Board 2 Use as Document Repository: 2-33 50th Avenue, Long Island City, NY 11101

Dear Ms. Debra Markell Kleinert,

Roux Environmental Engineering and Geology, D.P.C. (Roux) on behalf of 50th & 5th LIC LLC, requests permission to use Queens Community Board 2 as a document repository for future reports and correspondence associated with the proposed New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) project located at 2-33 50th Avenue in Long Island City, NY 11101 (Site). As part of the Site's BCP Application, NYSDEC requires Roux to provide proof of "acknowledgement from the repositories listed that they agree to act as a document repository for the project".

Please reply with confirmation that Queens Community Board 2 permits to its use as a document repository for this BCP Site.

My contact information is provided below if you have any questions regarding this request. Thank you for your time and attention.

Sincerely,

Brandon D. Vella | Project Scientist

209 Shafter Street, Islandia, New York 11749

Main: (631) 232-2600 | Direct: (631) 630-2345 | Mobile: (516) 554-4220

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From: [Buron, Nick H](#)
To: [Wendy Shen](#)
Cc: [Brandon Vella](#)
Subject: Re: Permission for Queens Borough Public Library Use as Document Repository: NYSDEC BCP Site 2-33 50th Avenue, Long Island City, NY 11101
Date: Friday, October 30, 2020 12:27:09 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

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Wendy,

You can definitely send it electronically.
You can send to me and I will pass it on to our Director of Central Library.

Thank you,
Nick

Nick Buron
Chief Librarian

On Oct 30, 2020, at 12:07, Wendy Shen <wshen@rouxinc.com> wrote:

Hi Nick, would it be possible for us to send electronically? We have worked with other libraries in NYC and they are OK for us to send all documents electronically.

Wendy Shen | Senior Engineer

209 Shafter Street, Islandia, New York 11749
Main: 631.232.2600 | Direct: 631.630.2331
Email: wshen@rouxinc.com | Website: www.rouxinc.com

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[California](#) | [Illinois](#) | [Massachusetts](#) | [New Jersey](#) | [New York](#) | [Texas](#) | [Virginia](#)

[<image002.png>](#)

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From: Buron, Nick H <Nick.H.Buron@queenslibrary.org>
Sent: Friday, October 30, 2020 11:51 AM
To: Brandon Vella <bvella@rouxinc.com>
Cc: Wendy Shen <wshen@rouxinc.com>; Buron, Nick H <Nick.H.Buron@queenslibrary.org>
Subject: RE: Permission for Queens Borough Public Library Use as Document Repository: NYSDEC BCP Site 2-33 50th Avenue, Long Island City, NY 11101

This message originated outside your organization. Please use caution!

Mr. Vella,

Thank you for contacting me and the Queens Public Library. While we are willing and able to meet your request, as with other similar request in that area, we would not be able to store the materials on site at the Long Island City Library. We would store the material at our Central Library and when requested, ship the material back to LIC with short notice.

If this is Ok with you, the materials can be dropped off at the LIC Library and we will take care of the rest.

Thank you,
Nick

Nick Buron
Chief Librarian
Senior Vice President

Queens Public Library
89-11 Merrick Ave
Jamaica, NY 11432
718-990-8545

From: Brandon Vella <bvella@rouxinc.com>
Sent: Thursday, October 29, 2020 1:18 PM
To: Buron, Nick H <Nick.H.Buron@queenslibrary.org>
Cc: Wendy Shen <wshen@rouxinc.com>
Subject: Permission for Queens Borough Public Library Use as Document Repository: NYSDEC BCP Site 2-33 50th Avenue, Long Island City, NY 11101

Dear Mr. Nick Buron,

Roux Environmental Engineering and Geology, D.P.C. (Roux) on behalf of 50th & 5th LIC LLC, requests permission to use Queens Borough Public Library (located at 3744 21st Street in Long Island City) as a document repository for future reports and correspondence associated with the proposed New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) project located at 2-33 50th Avenue in Long Island City, NY 11101 (Site). As part of the Site's BCP Application, NYSDEC requires Roux to provide proof of "acknowledgement from the repositories listed that they agree to act as a document repository for the project".

Please reply with confirmation Queens Borough Public Library located at 3744 21st Street in Long Island City permits to its use as a document repository for this BCP Site.

My contact information is provided below if you have any questions regarding this request. Thank you for your time and attention.

Sincerely,

Brandon D. Vella | Project Scientist

209 Shafter Street, Islandia, New York 11749

Main: (631) 232-2600 | Direct: (631) 630-2345 | Mobile: (516) 554-4220

Email: bvella@rouxinc.com | Website: www.rouxinc.com

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[California](#) | [Illinois](#) | [Massachusetts](#) | [New Jersey](#) | [New York](#) | [Texas](#) | [Virginia](#)

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