



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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

Amendment to [check one or more boxes below]

- Add
- Substitute
- Remove
- Change in Name

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

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

If yes, pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been previously submitted. If not, please submit this form with this Amendment. See <http://www.dec.ny.gov/chemical/76250.html>

Amendment to modify description of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Sections I and V below and Part II*]

Amendment to Expand or Reduce property boundaries of the property(ies) listed in the existing Brownfield Cleanup Agreement [*Complete Section I and V below and Part II*]

Sites in Bronx, Kings, New York, Queens, or Richmond counties ONLY: Amendment to request determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. Please answer questions on the supplement at the end of the form.

Other (explain in detail below)

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

See Attached Narrative

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

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

OWNER'S NAME (if different from requestor) MJ Garden LLC & MJ Garden III LLC (new owner of condo lots 0101 and 0103)

ADDRESS 5959 Broadway, Suite 3

CITY/TOWN Bronx, NY

ZIP CODE 10463

PHONE 914-879-5750

FAX NA

E-MAIL mstagg@stagggroup.com

OPERATOR'S NAME (if different from requestor or owner) Same; site under remediation and construction

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

Section IV. Eligibility Information for New Requestor (Please refer to ECL § 27-1407 for more detail)

If answering "yes" to any of the following questions, please provide an explanation as an attachment.

1. Are any enforcement actions pending against the requestor regarding this site? Yes No
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site? Yes No
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Yes No
Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of i) any provision of the subject law; ii) any order or determination; iii) any regulation implementing ECL Article 27 Title 14; or iv) any similar statute, regulation of the state or federal government? If so, provide an explanation on a separate attachment. Yes No
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as name, address, Department assigned site number, the reason for denial, and other relevant information. Yes No
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants? Yes No
7. Has the requestor been convicted of a criminal offense i) involving the handling, storing, treating, disposing or transporting of contaminants; or ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state? Yes No
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department? Yes No
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application? Yes No
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order? Yes No
11. Are there any unregistered bulk storage tanks on-site which require registration? Yes No

THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL §27-1405 (1) BY CHECKING ONE OF THE BOXES BELOW:

PARTICIPANT

A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.

VOLUNTEER

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: i) stop any continuing discharge; ii) prevent any threatened future release; iii) prevent or limit human, environmental, or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

Requestor's Relationship to Property (check one):

Prior Owner Current Owner Potential /Future Purchaser Other _____

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

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

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

ADDRESS Former - 26 Garden Street (f/n/a 30 Garden Street & 16 Cottage Place)

CITY/TOWN New Rochelle, NY

ZIP CODE 10801

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

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
26 Garden Street (f/n/a 30 Garden Street & 16 Cottage Place), New Rochelle, NY	Portion of	3	802	0032	.988

Check appropriate boxes below:

Changes to metes and bounds description or TBL correction

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

Approximate acreage added: _____

ADDITIONAL PARCELS:

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
New Addresses -20 Garden St., 26 Garden St., and 10 Cottage Place		3	802	0101-0106	.988
See narrative for new Condominium Lot ##s linked to each address					

Reduction of property

Approximate acreage removed: _____

PARCELS REMOVED:

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

If requesting to modify a metes and bounds description or requesting changes to the boundaries of a site, please attach a revised metes and bounds description, survey, or acceptable site map to this application.

Supplement to the Application To Amend Brownfield Cleanup Agreement And Amendment - Questions for Sites Seeking Tangible Property Credits in New York City ONLY.

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

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Cottage-Garden Auto Repair Site	BCP SITE NUMBER: C360180
NAME OF CURRENT APPLICANT(S): The Mark 95 LLC, The Mark 95 II LLC, MJ Garden LLC, MJ Garden II LLC, MJ Garden III LLC and MJ Garden IV LLC	
INDEX NUMBER OF EXISTING AGREEMENT: C360180-11-18	
EFFECTIVE DATE OF EXISTING AGREEMENT: 01/16/2019	

Declaration of Amendment:

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

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

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

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Managing Member (title) of MJ Garden II LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/3/2020 Signature: 

Print Name: Mark Stagg

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

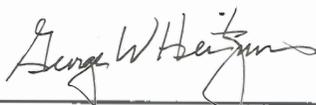
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
---	--

Effective Date of the Original Agreement: January 16, 2019

Signature by the Department:

DATED: December 18, 2020

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: 

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

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Managing Member (title) of MJ Garden III LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/3/2020 Signature: 

Print Name: Mark Stagg

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

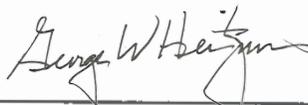
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
---	--

Effective Date of the Original Agreement: January 16, 2019

Signature by the Department:

DATED: December 18, 2020

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: 

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

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Managing Member (title) of MJ Garden IV LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/3/2020 Signature: 

Print Name: Mark Stagg

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

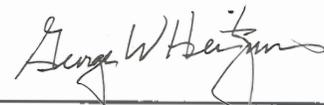
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
---	--

Effective Date of the Original Agreement: January 16, 2019

Signature by the Department:

DATED: December 18, 2020

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: 

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

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Managing Member (title) of MJ Garden LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/3/2020 Signature: 

Print Name: Mark Stagg

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

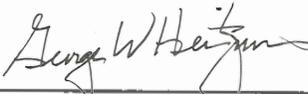
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
---	--

Effective Date of the Original Agreement: January 16, 2019

Signature by the Department:

DATED: December 18, 2020

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: 

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

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Managing Member (title) of The Mark 95 II LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/3/2020 Signature: 

Print Name: Mark Stagg

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

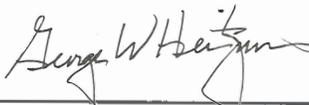
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
---	--

Effective Date of the Original Agreement: January 16, 2019

Signature by the Department:

DATED: December 18, 2020

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: 

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

Statement of Certification and Signatures: Existing Applicant(s) (an authorized representative of each applicant must sign)

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Managing Member (title) of The Mark 95 LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/3/2020 Signature: 

Print Name: Mark Stagg

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Status of Agreement:

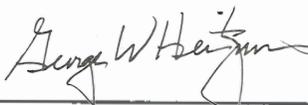
<input type="checkbox"/> PARTICIPANT A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
---	--

Effective Date of the Original Agreement: January 16, 2019

Signature by the Department:

DATED: December 18, 2020

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: 

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

SUBMITTAL INFORMATION:

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

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

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: _____

BROWNFIELD CLEANUP PROGRAM (BCP)

APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

SUPPORT NARRATIVE

Part I Section III

This Amendment advises the Department that: (1) the Site has been subdivided into six condominium lots; (2) MJ Garden III LLC has obtained ownership of the two courthouse condominiums (Tax Lots #0101 and 0103) and (3) current owner MJ Garden LLC will retain ownership of the remaining four condominium lots. Despite the approved condominium lot subdivision, the New Rochelle Tax Map may not be changed for some time to reflect the new condominium lots recently approved. See more detail below and in Exhibit B for an explanation of the new condominium lots. In addition, the BCP Site addresses have changed:

- Court House Building – 26 Garden Street [Condominium Lots #3-802-0101, #3-802-0102 (parking level in the Court House for the residential affordable units) #3-802-0103 and #3-802-0104 (buffer floors of the Court House)];
- Residential – 10 Cottage Pl (Tentative) (Condominium Lot #3-802-0105); and
- Medical Office – 20 Garden St (Tentative) (Condominium Lot #3-802-106 excluding former Lot 48).

All of the above entities answer “No” to Question 1 to 11 in Section IV of the BCA Amendment Application.

Part I Section V – Address Change and Condominium Lots Subdivision

In 2019, five prior tax lots that made up the BCP Site (##3-802-0020, 3-802-0032, 3-802-0033, 3-802-0041 and 3-802-0043) owned by the volunteer had been consolidated into a new lot 32. In 2020, the remaining two lots included in the BCP application (##3-802-0036 and 3-802-0038) were also consolidated into the new lot 32, along with an additional triangular Lot (#3-802-0048 (0.14 Acres)) that is a part of the development project, but was not added into the BCP. With all the lots consolidated, along with the additional trilingual lot, the Site description became: "Portion of SBL 3-802-0032 (Formally known as; 16 Cottage Place SBL #3-802-0032, 10 Cottage Place SBL #3-802-0033, 25 Garden Street SBL #3-802-0043, 26 Garden Street SBL ##s 3-802-0041 and 3-802-0020, and 30 Garden Street SBLs 3-802-0038 and 3-802-00036)".

However, the City of New Rochelle recently approved a new condominium lot subdivision, which divides the consolidated Lot 32 into six new condominium lots, two of which have been sold to Volunteer MJ Garden III LLC as follows:

- MJ Garden III LLC has acquired: (1) Court House parking lot condominium (Tax Lot # 3-802-0101) and (2) Court House condominium (Tax Lot #3-802-0103)
- MJ Garden LLC is retaining (3) Phase II Residential parking (Tax Lot #3-802-0102); (4) Court House buffer floors (Tax Lot #3-802-0104); (5) Phase II residential affordable building

condominium (Tax Lot #3-802-0105) and (6) Phase III potential medical use and parking lot condominium (Tax Lot #3-802-0106). See Exhibit B including the condominium staking plan and drawings.

The New Rochelle Tax Map may not be changed for some time to reflect the new condominium lots recently approved. In the process of subdividing the condominium lots, the City officially changed the addresses of the BCP site to 26 Garden Street (Court House Building, which includes parking for the affordable building and a buffer courthouse floor) 10 Cottage Place (Residential Building) and 20 Garden Street (Medical Office).

Therefore, in sum, this Amendment: clarifies that the previously consolidated Lot 32, which makes up most of the BCP Site, has been subdivided into the six planned condominium lots with the following new lot numbers: Lots #3-802-0101, #3-802-0102, #3-802-0103, #3-802-0104, #3-802-0105, and a portion of #3-802-0106 (excluding former Lot 48), MJ Garden III LLC has acquired Lots #3-802-0101 and #3-802-0103 and MJ Garden LLC will retain ownership of the remaining four condo lots #3-802-0102, #3-802-0104, #3-802-0105 and #3-802-0106, and the Site addresses have changed as follows: 26 Garden Street (Court House Condo Lots #3-802-0101-0104 are stacked on top of each other in this building) 10 Cottage Place (Residential Building Condo Lots 0105 with its associated parking in Court House lot #3-802-0102) and 20 Garden Street (Medical Office Condo Lot #3-802-0106).

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion, and/or Ownership

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

I. **Site Name:** Cottage-Garden Auto Repair Site **DEC Site ID No.** C360180

II. **Contact Information of Person Submitting Notification:**

Name: Linda R. Shaw, Esq.
Address1: Knauf Shaw LLP
Address2: 1400 Crossroads Building, 2 State Street, Rochester, NY 14614
Phone: 585-546-8430 E-mail: lshaw@nyenvlaw.com

III. **Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- Change in Ownership or Change in Remedial Party(ies)
 Transfer of Certificate of Completion (CoC)
 Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): Nov 19, 2020

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

Volunteer MJ Garden III LLC intends to acquire Condominium Lots 0101 and 0103.
MJ Garden LLC will continue to own the remainder of the condominium lots 0102, 0104, 0105 and 0106.

If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



602803165DED001V

Westchester County Recording & Endorsement Page

Submitter Information

Name: ATLANTIC TITLE Phone: 516-358-0505 X 194
 Address 1: 31 STEWART STREET Fax: 516-358-0394
 Address 2: Email: atlantictitleagency@gmail.com
 City/State/Zip: FLORAL PARK NY 11001 Reference for Submitter: ALORT-25481W

Document Details

Control Number: **602803165** Document Type: **Deed (DED)**
 Package ID: 2020100600107001001 Document Page Count: **4** Total Page Count: **6**

Parties

Additional Parties on Continuation page
 1st PARTY 2nd PARTY
 1: MJ GARDEN LLC - Other 1: MJ GARDEN III LLC - Other
 2: 2:

Property

Additional Properties on Continuation page
 Street Address: 26 GARDEN STREET 1 Tax Designation: 3-802-101
 City/Town: NEW ROCHELLE Village:

Cross-References

Additional Cross-Refs on Continuation page
 1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584 3: TP-584.1

Recording Fees

Statutory Recording Fee: \$40.00
 Page Fee: \$25.00
 Cross-Reference Fee: \$0.00
 Mortgage Affidavit Filing Fee: \$0.00
 RP-5217 Filing Fee: \$250.00
 TP-584 Filing Fee: \$5.00
 RPL 291 Notice Fee: \$0.00
 Total Recording Fees Paid: **\$320.00**

Transfer Taxes

Consideration: \$0.00
 Transfer Tax: \$0.00
 Mansion Tax: \$0.00
 Transfer Tax Number: 21353

Mortgage Taxes

Document Date:
 Mortgage Amount:
 Basic: \$0.00
 Westchester: \$0.00
 Additional: \$0.00
 MTA: \$0.00
 Special: \$0.00
 Yonkers: \$0.00
 Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt:
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 12/03/2020 at 01:09 PM
 Control Number: **602803165**
 Witness my hand and official seal

Timothy C. Idoni
 Westchester County Clerk

Record and Return To

Pick-up at County Clerk's office

MJ Garden II LLC
1250 Waters Place, PH1
Bronx, NY 10461

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

602803165DED001V

Westchester County Recording & Endorsement Page

Document Details

Control Number: **602803165**

Document Type: **Deed (DED)**

Package ID: 2020100600107001001

Document Page Count: 4

Total Page Count: 6

Properties Addendum

26 GARDEN STREET 3 10801

NEW ROCHELLE

3 802 103

CONDOMINIUM UNIT DEED

THIS INDENTURE, made as of the 19TH day of November, 2020, by and between **M J Garden LLC, having an office at 1250 Waters Place, PH1, Bronx, New York 10461** (hereinafter referred to as the "Grantor") and **M J Garden III LLC, having at office at 1250 Waters Place, PH1, Bronx, New York 10461** (hereinafter referred to as the "Grantee").

WITNESSETH:

That the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit (hereinafter referred to as the "Unit") known as **Units 1 & 3** in the Condominium known as Garden Street Condominium and by the street number 26 Garden Street, City of New Rochelle, County of Westchester and State of New York, said Unit being designated and described and as **Units 1 & 3** in a certain declaration dated August 19, 2020, made by Grantor pursuant to Articles 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act"), establishing a plan for condominium ownership of the Buildings and the land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the Westchester County Clerk's office on August 28, 2020, in Control No. 602373633 (the "Declaration") and on the Floor Plans of the Buildings, certified by Mitchell D. Newman, Licensed Registered Architect on July 31, 2020, and filed in the Clerk of the County of Westchester on August ~~28~~²⁵, 2020 as Map No. 29460;

TOGETHER WITH an undivided **9.9221%** interest as to unit 1, and **5.9366 %** interest as to Unit 3 in the Common Elements of the Property described in said Declaration; **TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

The within premises are improved by and intended for use as a commercial condominium unit, only.

And the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

And the Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any purpose.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as the "Grantees" whenever the sense of this indenture so requires.

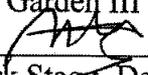
IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

M J Garden LLC

By: 

Mark Stagg, Designated Representative , Grantor

M J Garden III LLC

By: 

Mark Stagg, Designated Representative , Grantee

EXHIBIT A TO CONDOMINIUM UNIT DEED

DESCRIPTION OF THE LAND

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

BEGINNING AT A POINT on the corner formed by the intersection of the southwesterly side of Cottage Place and the northerly side of Garden Street;

RUNNING THENCE north 27 degrees 40 minutes 10 seconds west along the southwesterly side of Cottage Place 210.26 feet;

THENCE north 59 degrees 04 minutes 45 seconds west 73.86 feet deed (74.13 feet survey) to a point on the east side of the New England Thruway (I-95);

THENCE southwesterly along the east side of New England Thruway (I-95) the following two courses and distances:

1. south 29 degrees 26 minutes 28 seconds west 136.837 feet;
2. south 29 degrees 09 minutes 38 seconds west 200.97 feet to the northerly side of Garden Street;

THENCE northeasterly along the northerly side of Garden Street the following 4 courses and distances:

1. North 82 degrees 45 seconds and 43 minutes east 38.39 feet;
2. along the arc of a curve having a radius of 313.588 feet an arc length of 129.85 feet;
2. North 58 degrees 50 seconds 52 minutes east 56.75 feet;
3. North 59 degrees 14 seconds 50 minutes east 137.00 feet to the southwesterly side of Cottage Place the POINT OR PLACE OF BEGINNING

Premises known as 26 Garden Street, New Rochelle, NY units 1 and 3.