



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification requested:

Amendment to modify the existing BCA: [check one or more boxes below]

- Add applicant(s)
- Substitute applicant(s)
- Remove applicant(s)
- Change in Name of applicant(s)

Amendment to reflect a transfer of title to all or part of the brownfield site

1a. A copy of the recorded deed must be provided. Is this attached? Yes No

1b. Change in ownership Additional owner (such as a beneficial owner)

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)

2. Required: Please provide a brief narrative on the nature of the amendment:

Highgarden Tower LLC, a volunteer added to the BCA by an amendment dated November 30, 2020, is now the fee title owner of the site by a deed dated December 17, 2020 and recorded in the Westchester County Clerk's Office on January 6, 2021. Attached please find the deed.

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

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment involves a non-insignificant change in acreage, applicants are encouraged to consult with the DEC project team prior to submitting this application.

Section I. Current Agreement Information			
BCP SITE NAME: Garden St Apartments		BCP SITE NUMBER: C360188	
NAME OF CURRENT APPLICANT(S): G&G Garden Street LLC and Highgarden Tower LLC			
INDEX NUMBER OF AGREEMENT: C360188-08-19		DATE OF ORIGINAL AGREEMENT: 9/5/2019 Amended 11/30/20	
Section II. New Requestor Information (complete only if adding new requestor or name has changed)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input 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 (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS. 			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
<p>2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>3. Describe Requestor's Relationship to Existing Applicant:</p>			

Section III. Current Property Owner/Operator Information (only include if new owner/operator)
Owner below is: Existing Applicant New Applicant Non-Applciant

OWNER'S NAME (if different from requestor) Highgarden Tower LLC

ADDRESS 50 Jericho Quadrangle, Suite 109

CITY/TOWN Jericho, New York

ZIP CODE 11753

PHONE (516) 849-7590

FAX

E-MAIL davidgallo@georgicagreen.com

OPERATOR'S NAME (if different from requestor or owner)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

PARTICIPANT

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

VOLUNTEER

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

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

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

12. Requestor's Relationship to Property (check one):

Prior Owner Current Owner Potential /Future Purchaser Other _____

13. 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)

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

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

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

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

Total acreage to be added: _____

Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: _____

Change to SBL (e.g. merge, subdivision, address change)

2c. NEW SBL INFORMATION:

Parcel Address	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.

3. TOTAL REVISED SITE ACREAGE: _____

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):	
<p>"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p>	
3. Is the project an affordable housing project as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>From 6 NYCRR 375- 3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' households annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for home owners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.</p>	

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Garden St Apartments	BCP SITE NUMBER: C360188
NAME OF CURRENT APPLICANT(S): G&G Garden Street LLC and Highgarden Tower LLC	
INDEX NUMBER OF AGREEMENT: C360188-08-19	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 9/5/2019 Amended 11/30/2020	

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 G&G Garden Street LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. David Gallo's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/12/2021 Signature: 

Print Name: David Gallo

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

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.
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Effective Date of the Original Agreement: 9/5/2019 Amended 11/30/2020

Signature by the Department:

DATED: April 2, 2021

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 Highgarden Tower 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. David Gallo's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 3/12/2021 Signature: 

Print Name: David Gallo

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

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.
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Effective Date of the Original Agreement: 9/5/2019 Amended 11/30/2020

Signature by the Department:

DATED: April 2, 2021

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 final, non-fillable 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

- **NOTE: Applications submitted in fillable format will be rejected.**

FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER: _____

EXHIBIT A

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.



603003548DED009T

Westchester County Recording & Endorsement Page

Submitter Information

Name:	CSC Ingeo	Phone:	855-200-1150
Address 1:	919 North 1000 West	Fax:	435-755-7025
Address 2:		Email:	csc-help@cscinfo.com
City/State/Zip:	Logan UT 84321	Reference for Submitter:	11703562-CSC Ingeo

Document Details

Control Number:	603003548	Document Type:	Deed (DED)
Package ID:	2021010500401001000	Document Page Count:	8
		Total Page Count:	10

Parties

Additional Parties on Continuation page

1st PARTY

2nd PARTY

1:	NEW ROCHELLE CITY OF CORP FOR LOCAL DEVELOPMI	- Other	1:	HIGHGARDEN TOWER LLC	- Other
2:			2:		

Property

Additional Properties on Continuation page

Street Address:	11 GARDEN STREET	Tax Designation:	3-801-11
City/Town:	NEW ROCHELLE	Village:	

Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
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Supporting Documents

1: RP-5217	2: TP-584
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Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$45.00
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:	\$340.00

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

Transfer Taxes

Consideration:	\$0.00
Transfer Tax:	\$0.00
Mansion Tax:	\$0.00
Transfer Tax Number:	23074

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 01/06/2021 at 12:20 PM
 Control Number: **603003548**
 Witness my hand and official seal

Timothy C. Idoni
Westchester County Clerk

Record and Return To

Pick-up at County Clerk's office

Cannon Heyman & Weiss, LLP
54 State Street
5th Floor
Albany, NY 12207
Attn: Steve Heyman, Esq.

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.

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Westchester County Recording & Endorsement Page

Document Details

Control Number: **603003548**

Document Type: **Deed (DED)**

Package ID: 2021010500401001000

Document Page Count: 8

Total Page Count: 10

Properties Addendum

24 GARDEN STREET 10801

NEW ROCHELLE

3 801 13

317 NORTH AVENUE 10801

NEW ROCHELLE

3 801 8

BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS

CITY OF NEW ROCHELLE CORPORATION
FOR LOCAL DEVELOPMENT,
a New York local development corporation

TO

HIGHGARDEN TOWER LLC,
a New York limited liability company

SECTION: 3
BLOCK: 801
LOTS: 11 (f/k/a 8, 11 & 13)
CITY: New Rochelle
COUNTY: Westchester

RETURN BY MAIL TO:

Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207
Attn: Geoffrey J. Cannon, Esq.

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

THIS INDENTURE, made as of the 17 day of December, 2020

BETWEEN CITY OF NEW ROCHELLE CORPORATION FOR LOCAL DEVELOPMENT, a New York local development corporation having an address at 515 North Avenue, New Rochelle, New York 10801 (“Grantor”), and HIGHGARDEN TOWER LLC, a New York limited liability company having an address at 50 Jericho Quadrangle, Suite 200, Jericho, New York 11753 (“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, the heirs or successors and assigns of the Grantee forever,

ALL of the buildings and improvements erected on that certain plot, piece or parcel of land, situate, lying and being in City of New Rochelle, County of Westchester, State of New York, more particularly described on **Schedule A** attached hereto and hereby made part hereof.

BEING, and intended to be the same premises conveyed to the Grantor by deed dated as of December ____, 2020 between City of New Rochelle, as grantor, and Grantor, as grantee, which has been submitted for recording in the County Clerk’s Office of the County of Westchester on even date herewith (but prior to the recording of this deed);

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, the heirs or successors and assigns of the Grantee forever.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises has 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 other purpose.

AND said premises are sold subject to the following covenants and conditions: that the Grantee, for itself and its successors and/or assigns, does hereby represent, warrant, covenant and agree to and with Grantor, its successors and/or assigns, that Grantee, for itself and its successors and/or assigns, shall: (a) comply with all Federal, State of New York, City of New Rochelle and local laws, in effect from time to time, prohibiting discrimination or segregation by reason or race, creed, color, national origin, age, gender, sexual orientation, marital status or disability in the sale, lease or rental or in the use or occupancy of the premises conveyed hereby or of any improvements erected or to be erected thereon, or any part thereof, (b) comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards, and (c) not effect or execute any agreement, lease, conveyance or other instrument whereby the premises conveyed hereby or any part thereof is restricted

upon the basis of race, creed, color, national origin, age, gender, sexual orientation, marital status or disability in the sale, lease or occupancy thereof, and that these covenants and restrictions shall be binding on and enforceable against Grantee, and each and every successor and/or assign of Grantee (including, without limitation, all subsequent owners of all or any portion of the premises, all tenants, licensees, occupants and/or users of all or any portion thereof), shall run with the land in perpetuity, and shall inure to the benefit of Grantor, its successors and/or assigns.

AND in amplification, and not in restriction of, the provisions of this deed, it is intended and agreed that the Grantor and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided herein, and the United States shall be deemed a beneficiary of the covenant provided herein, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided.

AND this conveyance is made subject to the obligations and the restrictions set forth in that certain Declaration of Restrictive Covenants (the "Declaration") of even date herewith which has been submitted for recording in the County Clerk's Office of the County of Westchester on even date herewith (but prior to the recording of this deed), including, without limitation, the fair housing and anti-discrimination requirements set forth therein. The Declaration runs with the land and binds the property, and is enforceable against the property's owner, any subsequent owners and all of their respective legal representatives, executors, administrators, heirs, successors, assigns and every holder of any interest in said property, and each grantee will execute his/her deed of conveyance containing such restrictions in order to evidence his/her agreement. The Declaration shall inure to the benefit of and be enforceable by the County of Westchester and/or by Grantor until the expiration of the 50 year Period of Affordability, all as more fully set forth in said Declaration, and may not be altered or removed prior to the expiration of the Period of Affordability without the written permission of the County of Westchester and Grantor. The Declaration shall survive any foreclosure or the issuance of a deed in lieu of foreclosure and shall not terminate until the expiration of the Period of Affordability, without the express written consent of the County of Westchester and Grantor.

AND the Affordable AFFH Units (as defined in the Declaration) to be constructed on the premises and their respective operations are subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 USC 2000d-2000d4 Non-discrimination in Federally Assisted Programs) and all applicable HUD regulations including, without limitation, the regulations under 24 CFR Part 1. Grantee and subsequent owners shall not discriminate upon the basis of race, color, religion, sex, national origin, or any other basis prohibited by law in the sale or in the use or occupancy of the premises or any improvements erected thereon prior to the expiration of the Period of Affordability. The County of Westchester, Grantor, the Grantee, each subsequent owner of the premises and/or the United States are beneficiaries of and entitled to enforce this covenant.

AND it is understood and acknowledged that the County of Westchester maintains a zero tolerance policy prohibiting all forms of harassment or discrimination.

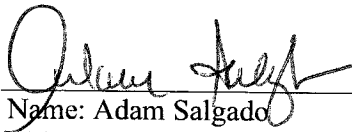
The words "Grantor" and "Grantee" shall be construed as if it read "Grantors" and "Grantees" whenever the sense of this indenture so requires.

[The remainder of this page is intentionally left blank.]
[Signature page follows]

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

GRANTOR:

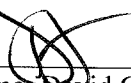
CITY OF NEW ROCHELLE CORPORATION
FOR LOCAL DEVELOPMENT,
a New York local development corporation

By: 
Name: Adam Salgado
Title: Executive Director

GRANTEE:

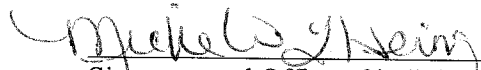
HIGHGARDEN TOWER LLC,
a New York limited liability company

By: Highgarden Tower MM LLC,
its managing member
By: G&G Garden Street LLC
its manager
By: G&G Property Holdings II LLC
its manager

By: 
Name: David Gallo
Title: President

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

On the 14th day of December in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared **Adam Salgado**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

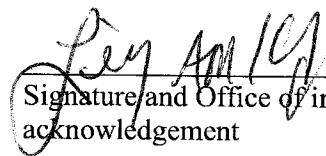


Signature and Office of individual taking
acknowledgement

MICHELE L. HERING
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HE6391896
Qualified in Westchester County
My Commission Expires 05-20-2023

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

On the 3rd day of December in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared David Gallo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Signature and Office of individual taking
acknowledgement

LINDSEY ANN KELLY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KE6392911
Qualified in Suffolk County
My Commission Expires 06-03-2023

[Bargain and Sale Deed NRCLD to HIGHGARDEN TOWER LLC]

**SCHEDULE A
DESCRIPTION OF PREMISES**

Title No. **PNT19551W**

PARCEL I (LOT 8):

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 being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Garden Street distant 60.78 feet easterly as measured along the southerly side of Garden Street (width varies) from the easterly end of a curve having a radius of 40.00 feet and a length of 62.04 feet connecting the easterly side of North Avenue (50.00 feet wide) with the southerly side of Garden Street, as the same is shown on a certain appropriation map identified as Map No. 349, Parcel No. 349, in project entitled, "New York State Thruway, the New England Section, County of Westchester, Subdivision No. NE-2", a copy of which map was filed in the Office of the State Department of Public Works on October 22, 1954 and also in the Office of the Department of State on October 27, 1954 and also in the Office of the Clerk of the County of Westchester on December 6, 1954 as Map No. 9464, said point of beginning also being where the westerly line of a fifteen foot right of way intersects the southerly side of Garden Street;

RUNNING THENCE from said point of beginning and along the westerly side of said right of way, South 29 degrees 37 minutes 10 seconds East, 49.80 feet to a point corner to Block 801, Lot 6;

THENCE along the same, South 59 degrees 07 minutes 53 seconds West, part of the way along the northerly line of the brick building adjoining the premises herein on the south, 100.00 feet to a point on the easterly side of North Avenue;

THENCE along the easterly side of North Avenue, North 29 degrees 37 minutes 10 seconds West, 10.78 feet to a point of curvature;

THENCE, on a curve to the right, with a radius of 40.00 feet, northeastwardly an arc distance of 62.04 feet to a point of tangency on the southerly side of Garden Street;

THENCE along the same, North 59 degrees 14 minutes 50 seconds East, 60.78 feet to the westerly side of the aforesaid right of way at the point or place of BEGINNING.

PARCEL II (LOT 11):

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

BEGINNING at a point on the southerly side of Garden Street distant 115.00 feet easterly from the corner and formed by the intersection of the southerly side of Garden Street (width varies) and the easterly side of North Street (50 feet wide); and

RUNNING THENCE along the easterly side of an alley or right of way 15 feet wide, South 29 degrees 37 minutes 10 seconds East, 99.05 feet to a point corner to Block 801, Lot 13;

THENCE along the same, North 59 degrees 29 minutes 50 seconds East, 50.00 feet to a point;

THENCE, still along the same, North 29 degrees 37 minutes 10 seconds West, 99.27 feet to the southerly side of Garden Street;

THENCE westerly along the southerly side of Garden Street South 59 degrees 14 minutes 50 seconds West 50 feet to the point or place of BEGINNING.

PARCEL III (LOT 13):

ALL those certain plots, pieces or parcels of land situate, lying and being in the City of New Rochelle, County of Westchester and State of New York, known and distinguished as Parcel No. 30, Sheet No. 5 of a certain map entitled "Westchester County Park Commission." Map of lands to be acquired for the Pelham Port Chester Parkway, Westchester County, N.Y." Said map made by Charles A. Hollister, Civil Engineer and Surveyor, Mount Vernon, New York, dated December 1, 1926 and filed in the Office of the Clerk of the County of Westchester (Division of Land Records) on June 27, 1929 as Map No. 3460, and also Parcel No. 22 WC and a portion of Parcel No. 22WB, Sheet No. 5R of a certain map entitled "Westchester County Park Commission. Map of lands to be acquired for the Pelham Port Chester Parkway, Westchester County, N.Y." Said map made by the aforesaid Charles A. Hollister, dated December 16, 1930 and filed in the Office of the Clerk of the County of Westchester (Division of Land Records) on February 21, 1931 as Map No. 3734, and which said premises are more particularly bounded and described as follows:

BEGINNING at a point formed by the intersection of the southerly line of Garden Street with the division line between Parcels 30 and 37 as shown on aforementioned Sheet No. 5R, said point being distant 165.00 feet easterly from the corner formed by the intersection of the southerly side of Garden Street and the easterly side of North Street;

THENCE from said point of beginning and following the aforesaid southerly line of Garden Street North 59 degrees 14 minutes 50 seconds East, 320.67 feet to lands now or formerly of the New York, New Haven and Hartford Railroad;

THENCE southwesterly along said Railroad lands, South 30 degrees 31 minutes 50 seconds West 435.94 feet to the easterly boundary of Parcel C as shown on "Map showing a portion of 1st Map Supplementary to Sheet 5R, Pelham Port Chester Parkway" filed in the Office of the Clerk of the County of Westchester (Division of Land Records) on December 10, 1945 as Map No. 5979;

THENCE through aforesaid Parcel No. 22WB, along the easterly and northerly boundaries of Parcels C, B and A as shown on aforementioned Map No. 5979, North 29 degrees 37 minutes 10 seconds West 54.51 feet to a point;

THENCE South 59 degrees 14 minutes 50 seconds West 7.50 feet to the westerly boundary of aforesaid Parcel No. 22WB, being now known as Block 801, Lot 13;

THENCE along the same, and along the easterly boundary of Block 801, Lot 4, North 29 degrees 37 minutes 10 seconds West 56.02 feet;

THENCE, crossing a 15 foot wide right of way and further along Block 801, Lot 11, North 59 degrees 29 minutes 50 seconds East 65.00 feet to a point;

THENCE, still along the same, North 29 degrees 37 minutes 10 seconds West 99.27 feet to the aforementioned southerly line of Garden Street at the point or place of BEGINNING.

EXHIBIT B

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 30, 2020.

Selected Entity Name: HIGHGARDEN TOWER LLC

Selected Entity Status Information

Current Entity Name: HIGHGARDEN TOWER LLC

DOS ID #: 5847190

Initial DOS Filing Date: SEPTEMBER 30, 2020

County: NASSAU

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)

HIGHGARDEN TOWER LLC
50 JERICHO QUADRANGLE,
SUITE 118
JERICHO, NEW YORK, 11753

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 30, 2020	Actual	HIGHGARDEN TOWER LLC

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

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

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EXHIBIT C

WRITTEN CONSENT

The undersigned, being a Member of G & G Property Holdings II LLC, which is a Sole Member of existing Volunteer G&G Garden Street LLC, which is a Member and Manager of Highgarden Tower MM LLC, which is the Managing Member of Highgarden Tower LLC, does hereby certify as follows:

1. Highgarden Tower LLC is the prospective beneficial owner and prospective volunteer for the Garden Street Apartments BCP Site C360188 located at 11 Garden Street, City of New Rochelle, County of Westchester, State of New York on a 0.902 acre portion of Section 3, Block 801, Lot 11.

2. The following person, David Gallo, being the 47.50% member of G&G Property Holdings II LLC and the sole member and manager of G&G Garden Street LLC, has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Highgarden Tower LLC.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this ____ day of November 2020.

HIGHGARDEN TOWER LLC

By: G & G Property Holdings II LLC,
Sole Member

By: 
Name: David Gallo
Title: Member