



**Department of
Environmental
Conservation**

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

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

<input checked="" type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input checked="" type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	a. A copy of the recorded deed must be provided. Is this attached? <input checked="" type="radio"/> Yes <input type="radio"/> No
	b. <input checked="" type="checkbox"/> Change in ownership <input checked="" type="checkbox"/> Additional owner (such as a beneficial owner)
	c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? <input checked="" type="radio"/> Yes <input type="radio"/> No Submitted on: <u>[Concurrently]</u>
<input checked="" type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:

The purpose of this BCA Amendment No. 1 application is to:

- (i) reflect a transfer of fee title to this BCP Site from the former owners to "115 South MacQuesten Housing Development Fund Corporation" (the HDFC) as nominee, as of 10/24/2024 - see Exhibit A for recorded HDFC deeds, Change of Use & supplemental narrative;
- (ii) designate the existing Volunteer, "115 MacQuesten Development LLC", as the beneficial & equitable owner of the BCP Site pursuant to a nominee agreement with the HDFC dated as of 10/24/2024 - see Exhibit B for recorded nominee agreement;
- (iii) add the HDFC as an additional Volunteer/Remedial Party, while retaining the existing Volunteer -- see Exhibit C for proposed Volunteer's supporting documentation; and
- (iv) modify the tax lot designation of this BCP Site to Section 164.75, Block 1060, new Lot 1 following the merger of all former lots as of 5/1/2025 - see Exhibit D for lot merger documentation & Exhibit A's supplemental narrative.

SECTION I: CURRENT AGREEMENT INFORMATION*This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: 115 South MacQuesten Parkway	BCP SITE NUMBER: C360230
NAME OF CURRENT APPLICANT(S): 115 MacQuesten Development LLC	
INDEX NUMBER OF AGREEMENT: C360230-01-23	DATE OF ORIGINAL AGREEMENT: 3/21/2023
REQUESTOR'S SIGNATORY: Noam Magence	

SECTION II: NEW REQUESTOR INFORMATION*Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME: 115 South MacQuesten Housing Development Fund Corporation			
ADDRESS: 1228 Euclid Avenue, 4th Floor			
CITY/TOWN: Cleveland, OH		ZIP CODE: 44115	
PHONE: 844-677-0002	EMAIL: environmental@nrpgroup.com		
REQUESTOR CONTACT: Noam Magence			
ADDRESS: 1228 Euclid Avenue, 4th Floor			
CITY/TOWN: Cleveland, OH		ZIP CODE: 44115	
PHONE: 844-677-0002	EMAIL: environmental@nrpgroup.com		
REQUESTOR'S CONSULTANT: Roux Environmental Engineering and Geology, D.P.C.	CONTACT: Joe Duminuco		
ADDRESS: 209 Shafter Street			
CITY/TOWN: Islandia, NY		ZIP CODE: 11749	
PHONE: 631-232-2600	EMAIL: jduminico@rouxinc.com		
REQUESTOR'S ATTORNEY: Sive, Paget & Riesel, P.C.	CONTACT: Michael Bogin, Esq.		
ADDRESS: 560 Lexington Avenue, 15th Floor			
CITY/TOWN: New York, NY		ZIP CODE: 10022	
PHONE: 212-421-2150	EMAIL: mbogin@sprlaw.com		
		Y	N
1. Is the requestor authorized to conduct business in New York State?		<input checked="" type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?		<input checked="" type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?		<input checked="" type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?		N/A <input checked="" type="radio"/>	<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants: The HDFC is the nominee legal titleholder of the BCP Site on behalf of the existing Volunteer, pursuant to agreement. The HDFC is also an affiliate of, and within the same organizational family as, the existing Volunteer.			

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION

Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.

Owner listed below is:		<input type="checkbox"/> Existing Applicant	<input checked="" type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: 115 South MacQuesten Housing Development Fund Corporation [fee owner]			CONTACT: Noam Magence	
ADDRESS: 1228 Euclid Avenue, 4th Floor				
CITY/TOWN: Cleveland, OH			ZIP CODE: 44115	
PHONE: 844-677-0002		EMAIL: environmental@nrpgroup.com		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION

Complete this section only if adding new requestor(s). Attach additional pages if necessary.

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
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 or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input checked="" type="radio"/>
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 or contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:		<input checked="" type="checkbox"/> Existing Applicant	<input type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: 115 MacQuesten Development LLC [beneficial owner]			CONTACT: Noam Magence	
ADDRESS: 1228 Euclid Avenue, 4th Floor				
CITY/TOWN: Cleveland, OH			ZIP CODE: 44115	
PHONE: 844-677-0002		EMAIL: environmental@nrpgroup.com		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input checked="" type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input checked="" type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input checked="" type="radio"/>
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 or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input checked="" type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input checked="" type="radio"/>
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 or contaminants?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>
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?	<input type="radio"/>	<input checked="" type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
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?	<input type="radio"/>	<input checked="" type="radio"/>	
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?	<input type="radio"/>	<input checked="" type="radio"/>	
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input checked="" type="radio"/>	
12. 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:			
<input type="radio"/> 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="radio"/> 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 a 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 they have 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's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	N/A <input type="radio"/>	Y <input checked="" type="radio"/>	N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input checked="" type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the 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 being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	N/A <input checked="" type="radio"/>	Y <input type="radio"/>	N <input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS: 115 South MacQuesten Parkway

CITY/TOWN: Mount Vernon, NY

ZIP CODE: 10550

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE: 1.77

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
111 South MacQuesten Parkway & 115 South MacQuesten Parkway	164.75	1060	29 & 6	0.47 & 0.68
102 South Terrace Avenue & 126 South Terrace Avenue	164.75	1060	3 & 8	0.23 & 0.14
2 Grove Street & 8 Grove Street	164.75	1060	1 & 2	0.13 & 0.12

2. Requested change (check appropriate boxes below):

☐

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

PARCELS ADDED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE

TOTAL ACREAGE TO BE REMOVED: _____

☒

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
115 South MacQuesten Parkway	164.75	1060	1	1.738

Minor revision
based on EE Survey

3. TOTAL REVISED SITE ACREAGE: 1.738

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y	N
<input checked="" type="radio"/>	<input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)

Complete this section for any addition of property. Use additional copies of this section as necessary.

5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:	CONTACT NAME:			
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:	EMAIL:			
OWNERSHIP START DATE:				
CURRENT OPERATOR:	CONTACT NAME:			
PHONE:	EMAIL:			
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="radio"/> PREVIOUS OWNER	<input type="radio"/> CURRENT OWNER	<input type="radio"/> POTENTIAL/FUTURE PURCHASER	<input type="radio"/> OTHER: _____	

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ☐ YES ☐ NO ☐ N/A

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:	CONTACT NAME:			
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:	EMAIL:			
OWNERSHIP START DATE:				
CURRENT OPERATOR:	CONTACT NAME:			
PHONE:	EMAIL:			
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="radio"/> PREVIOUS OWNER	<input type="radio"/> CURRENT OWNER	<input type="radio"/> POTENTIAL/FUTURE PURCHASER	<input type="radio"/> OTHER: _____	

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ☐ YES ☐ NO ☐ N/A

6. Data supporting the addition of property to the site must be included. Please refer to the instructions for a list of required tables and figures.

ARE THE REQUIRED FIGURES AND TABLES ATTACHED? ☐ YES ☐ NO

**APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT
QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. 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="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below? 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.	<input type="radio"/>	<input type="radio"/>
5. <u>For new tax parcels being added to the BCA through this amendment ONLY:</u> Are the parcels being added underutilized as defined below? From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application): 375-3.2: (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 (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (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 (c) there are no structures. "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.	<input type="radio"/>	<input type="radio"/>

	Y	N
<p>6. Is the project and affordable housing project as defined below?</p> <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' household's 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 homeowners 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>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>8. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: 115 South MacQuesten Parkway	BCP SITE NUMBER: C360230
NAME OF CURRENT APPLICANT(S): 115 MacQuesten Development LLC	
INDEX NUMBER OF AGREEMENT: C360230-01-23	DATE OF ORIGINAL AGREEMENT: 3/21/2023

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) 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 obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the 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 the Authorized Signatory (title) of 115 South MacQuesten Housing Development Fund Corporation (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.

Noam Magence's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9/2/2025 Signature: 

Print Name: Noam Magence / 115 South MacQuesten Housing Development Fund Corporation

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(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 the Authorized Signatory (title) of 115 MacQuesten Development 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. Noam Magence's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9/2/2025 Signature: Print Name: Noam Magence / 115 MacQuesten Development LLC**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

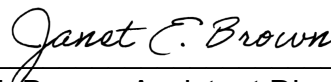
<p>PARTICIPANT</p> <p>A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.</p>	<p>X VOLUNTEER</p> <p>A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.</p>
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Effective Date of the Original Agreement: 3/21/2023

Signature by the Department:

DATED: 11/14/2025NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Janet E. Brown, Assistant Director
Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

- The Department accepts both hard copy and electronic submittal of the *Application to Amend Brownfield Cleanup Agreement and Amendment* form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:
 - Chief, Site Control Section
 - New York State Department of Environmental Conservation
 - Division of Environmental Remediation
 - 625 Broadway, 12th Floor
 - Albany, NY 12233-7020
- NOTE: Electronic applications submitted in fillable format will be rejected.

Exhibit A to BCA Amendment No. 1:

Recorded Deeds of 115 South MacQuesten
Housing Development Fund Corporation
Change of Use notice

Supplemental Site Ownership & SBL Modification Narrative
115 South MacQuesten Parkway (C360230)

The BCA for this BCP Site currently describes its Section/Block/Lot (“SBL”) as Westchester County, Section 164.75, Block 1060, Lots 1, 2, 3, 6, 8 and 29.

The former owners (50-55 South Mac Realty LLC, Michael Anthony Holdings, Inc., and Michael Anthony Jewelers Real Estate, Inc.) merged former Lots 6 and 29 into Lot 6 at an unknown date (*see BCA Amendment No. 3, Ex. D4*) prior to the BCP Site’s conveyance described below.

The former owners conveyed the BCP Site on October 24, 2024, via two deeds covering Lots 1, 2, 3, 6 (inclusive of former Lot 29) and 8:

1. Westchester County Control Number 642833259, which conveyed the affordable “portion of” the BCP Site to the County of Westchester (*see Ex. A1*). Westchester County then immediately conveyed the same property, subject to certain affordable housing restrictive covenants, to 115 South MacQuesten Housing Development Fund Corporation (the “HDFC”) via Control Number 642833267 (*see Ex. A2*); and
2. Control Number 642763563 (*see Ex. A3*), which conveyed the non-affordable “portion of” the Site directly to the HDFC.

Accordingly, the HDFC is the nominal fee owner of the entire BCP Site as of October 24, 2024, on behalf of the beneficial and equitable owner (115 MacQuesten Development LLC) pursuant to agreement (*see Ex. B*).

However, the HDFC’s recorded deeds do not reference *former* Lot 29, which had been merged into Lot 6 ahead of those conveyances. In any case, the perimeter legal description of the HDFC’s property per its recorded deeds is coextensive with the entire BCP Site.

Following the HDFC’s acquisition of the entire BCP Site, all former lots comprising the Site were merged into a new Lot 1 configuration as of May 1, 2025 (*see Ex. D2 & D3*).

Upon DEC approval of this BCA Amendment No. 1 application, the Site’s BCA will describe the property consistently with its draft Environmental Easement package submission— *i.e.*, Section 164.75, Block 1060, Lot 1 (f/k/a Lots 1, 2, 3, 6, 8 & 29).

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.



642833259DED0026

Westchester County Recording & Endorsement Page

Submitter Information

Name: Benchmark Title Agency LLC Phone: 914-250-2400
Address 1: 222 Bloomingdale Road Fax:
Address 2: Email: aruano@benchmarkta.com
City/State/Zip: White Plains NY 10605 Reference for Submitter: BTA79491-E Part 1

Document Details

Control Number: **642833259** Document Type: **Deed (DED)**
Package ID: 2024082600134001003 Document Page Count: **6** Total Page Count: **9**

Parties

☒ Additional Parties on Continuation page

1st PARTY **2nd PARTY**
1: 50-55 SOUTH MAC REALTY LLC - Other 1: WESTCHESTER THE COUNTY OF - Other
2: MICHAEL ANTHONY HOLDINGS INC - Other 2:

Property

☒ Additional Properties on Continuation page

Street Address: 8 GROVE ST Tax Designation: 164.75-1060-p/o 2
City/Town: MOUNT VERNON Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$35.00
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: **\$330.00**

Transfer Taxes

Consideration: \$6,000,000.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 5042

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: 11/26/2024 at 03:15 PM
Control Number: **642833259**
Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

BENCHMARK TITLE AGENCY
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605

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.

642833259DED0026

Westchester County Recording & Endorsement Page

Document Details

Control Number:	642833259	Document Type:	Deed (DED)		
Package ID:	2024082600134001003	Document Page Count:	6	Total Page Count:	9

1st PARTY Addendum

2nd PARTY Addendum

MICHAEL ANTHONY JEWELERS REAL ESTATE INC	Other
--	-------

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.

642833259DED0026

Westchester County Recording & Endorsement Page

Document Details

Control Number: 642833259	Document Type: Deed (DED)
Package ID: 2024082600134001003	Document Page Count: 6 Total Page Count: 9

Properties Addendum

115 MAC QUESTEN PKY ,S 10550	MOUNT VERNON	164.75-1060-p/o 6
102 TERRACE AV ,S 10550	MOUNT VERNON	164.75-1060-p/o 3
126 TERRACE AV ,S 10550	MOUNT VERNON	164.75-1060-p/o 8
2 GROVE ST 10550	MOUNT VERNON	164.75-1060-p/o 1

BTA 79491E
Westchester
164.75
1060
p/o 1,2,3,6 & 8

**BARGAIN AND SALE DEED WITH COVENANT AGAINST
GRANTOR'S ACTS**

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR
SELLER AND PURCHASER BEFORE SIGNING.

as of
THIS INDENTURE, made the 24th day of October, 2024

between

50-55 SOUTH MAC REALTY LLC a New York Limited Liability Company, MICHAEL ANTHONY HOLDINGS, INC. a Delaware Corporation AND MICHAEL ANTHONY JEWELERS REAL ESTATE, INC. and New York Corporation, having a principal place of business located at 56 WILDCLIFF ROAD, SUITE A, NEW ROCHELLE NY 10805

party of the first part, and

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business at the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601
party of the second part,

WITNESSETH, that the party of the first part, in consideration of Six Million and 00/100 (\$6,000,000.00), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

The following described improvements of the below portion of the underlying land (the "Affordable Property") which includes approximately 444,294 square feet of rentable space.

Thirty (30) Studio Apartments
One Hundred Twenty-Seven (127) 1-Bedroom Apartments
One Hundred Twenty-Eight (128) 2-Bedroom Apartments
Fourteen (14) 3-Bedroom Apartments

TOTAL: Two Hundred Ninety-Nine (299) Units

A PORTION OF ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, situate, lying and being in the City of Mount Vernon, County of Westchester and State of New York being lots 409, 410, 411, 412, 413, 414, 415 and the northeasterly half of lot 416 as shown on a map titled "Map of West Mount Vernon" dated June 27, 1851, prepared by Gustavus Sacchi and recorded in the Westchester County Clerk's Office on May 1, 1852 As Map No. 151, being more particularly bounded and described as follows:

BEGINNING at a point along the northwesterly line of South Terrace Avenue at its point of intersection with the southwesterly line of Grove Street;

THENCE along said northwesterly line of South Terrace Avenue, South 32 degrees 26 minutes 52 seconds West, 320.88 feet to its point of intersection with the division line between lot 409 on the northeast and lot 408 on the southwest as shown on said Map No. 151;

THENCE along said division line, North 57 degrees 33 minutes 08 seconds West, 125.82 feet to the division line between said lot 409 on the southeast and lot 416 on the northwest as shown on said Map No. 151;

THENCE along said division line, North 32 degrees 26 minutes 52 seconds East, 40.11 feet to a point;

THENCE through said lot 416 as shown on Map No. 151, North 57 degrees 33 minutes 08 seconds West, 125.82 feet to its point of intersection with the southeasterly line of MacQuesten Parkway South;

THENCE along said southeasterly line of MacQuesten Parkway South, North 32 degrees 26 minutes 52 seconds East, 280.77 feet to its point of intersection with the aforesaid southwesterly line of Grove Street;

THENCE along said southwesterly line of Grove Street, South 57 degrees 33 minutes 08 seconds East, 251.64 feet to the Point of **BEGINNING**.

TOGETHER with all right, title and interest, if any, of the party of the first part 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 party of the first part in and to said premises,

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

AND the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

50-55 SOUTH MAC REALTY LLC

By: 

Name: Michael Paolercio

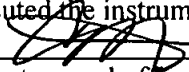
Title: Managing Member

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On the 9th day of October in the year 2024, before me, the undersigned, personally appeared **Michael Paolercio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



(signature and office of individual taking acknowledgment)

Christine M. Certa
Notary Public, State of New York
No. 01CE4953915
Qualified in Putnam County
Commission Expires July 31, 2025



MICHAEL ANTHONY HOLDINGS, INC.

By: 

Name: Michael Paolercio

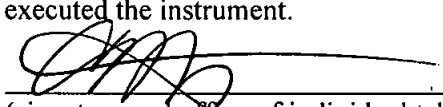
Title: President & CEO

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On the 9th day of October in the year 2024, before me, the undersigned, personally appeared **Michael Paolercio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(signature and office of individual taking acknowledgment)

Christine M. Certa
Notary Public, State of New York
No. 01CE4953915
Qualified in Putnam County
Commission Expires July 31, 2025




**MICHAEL ANTHONY JEWELERS
REAL ESTATE, INC.,**

By: 
Name: Michael Paolercio
Title: President & CEO

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

On the 9th day of October in the year 2024, before me, the undersigned, personally appeared **Michael Paolercio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(signature and office of individual taking acknowledgment)

Christine M. Certa
Notary Public, State of New York
No. 01CE4953915
Qualified in Putnam County
Commission Expires July 31, 2025

Section: 164.75
Block: 1060
Lots: Part of 1, 2, 3, 6 & 8
Address: Part of 2 Grove Street, 8 Grove
Street, 102 S. Terrace Avenue,
115 S. MacQuesten Parkway
and 126 S. Terrace Avenue

City of Mount Vernon
County of Westchester

Record and Return to:

John Paul Iannace, Esq
Westchester County Attorney's Office
148 Martine Avenue, 6th Floor
White Plains, New York 10601

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.



642833267DED0035

Westchester County Recording & Endorsement Page

Submitter Information

Name: Benchmark Title Agency LLC Phone: 914-250-2400
Address 1: 222 Bloomingdale Road Fax:
Address 2: Email: aruano@benchmarkta.com
City/State/Zip: White Plains NY 10605 Reference for Submitter: BTA79491-E Part 1

Document Details

Control Number: **642833267** Document Type: **Deed (DED)**
Package ID: 2024082600134001003 Document Page Count: **3** Total Page Count: **5**

Parties

☐ Additional Parties on Continuation page

1st PARTY

1: WESTCHESTER THE COUNTY OF - Other
2:

2nd PARTY

1: 115 SOUTH MACQUESTEN HOUSING DVLP FUND CORP - Other
2:

Property

☒ Additional Properties on Continuation page

Street Address: 8 GROVE ST Tax Designation: 164.75-1060-p/o 2
City/Town: MOUNT VERNON Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

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

Transfer Taxes

Consideration: \$1.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 5043

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: 11/26/2024 at 03:15 PM
Control Number: **642833267**
Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

BENCHMARK TITLE AGENCY
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605

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.

642833267DED0035

Westchester County Recording & Endorsement Page

Document Details

Control Number: 642833267	Document Type: Deed (DED)
Package ID: 2024082600134001003	Document Page Count: 3 Total Page Count: 5

Properties Addendum

115 MAC QUESTEN PKY ,S 10550	MOUNT VERNON	164.75-1060-p/o 6
102 TERRACE AV ,S 10550	MOUNT VERNON	164.75-1060-p/o 3
126 TERRACE AV ,S 10550	MOUNT VERNON	164.75-1060-p/o 8
2 GROVE ST 10550	MOUNT VERNON	164.75-1060-p/o 1

THIS INDENTURE, made the ^{as of} 24th day of October, 2024 by and between

BTA 79491-E
Westchester
164.75
1060
1,23,68

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (the "Grantor" and/or "party of the first part"), and

115 SOUTH MACQUESTEN HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having an office and principal place of business at c/o The NRP Group, 1228 Euclid Avenue, 4th Floor, Cleveland, Ohio 44115 (the "party of the second part")

WITNESSETH, that the party of the first part, in consideration of one (\$1.00) dollar paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, lying and being a portion of the premise located at 2 & 8 Grove Street, 102 & 126 South Terrace Avenue and 115 South MacQuesten Parkway in the City of Mount Vernon, County of Westchester and State of New York, identified on the City Tax Maps as portions of Section 164.75; Block 1060; Lots 1, 2, 3, 6 and 8, as more particularly described on Schedule "A," attached here to and made part hereof (the "Property").

BEING the same premises conveyed to Grantor by Deed from 50-55 South Mac Realty LLC, Michael Anthony Holdings, Inc. and Michael Anthony Jewelers Real Estate, Inc. dated October 24th, 2024 and to be recorded in the office of the Westchester County Clerk immediately prior hereto

TO HAVE AND TO HOLD the Property herein granted unto the party of the second part, and assigns forever subject to the following.

This conveyance is made subject to the obligations and the restrictions set forth in that certain Declaration of Restrictive Covenants (the "Declaration") of the date even herewith to be recorded in the Westchester County Clerk's Office Land Records Division immediately prior hereto 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 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. 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.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described Property to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said Property; **TO HAVE AND TO HOLD** the Property herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

This conveyance is authorized by Act No. 25-2024 of the Westchester County Board of Legislators.

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

Record & Return to:

Stephen Yonaty, Esq.
Cannon Heyman & Weiss, LLP
726 Exchange Street Suite 500
Buffalo, NY 14210

IN WITNESS WHEREOF, each of the party of the first part and the party of the second part have duly executed this deed the day and year first above written.

IN PRESENCE OF: COUNTY OF WESTCHESTER


George Latimer
County Executive

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No. _____

SECTION: 164.75
BLOCK: 1060
P/O LOTS: 1,2,3,6 and 8
CITY: Mount Vernon
STREET ADDRESS: Part of 2 & 8 Grove Street, 102 &
126 South Terrace Avenue and 115 South
MacQuesten Parkway, Mount Vernon, New York

TO BE USED ONLY WHEN THE ACKNOWLEDGMENT IS MADE IN NEW YORK STATE

State of New York, County of Westchester

ss:

State of New York, County of Westchester

ss:

On the 15th day of October in the year of 2024
before me, the undersigned, personally appeared
George Latimer

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

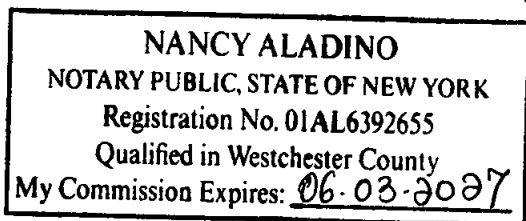
Nancy Aladino

(signature and office of individual taking acknowledgment)

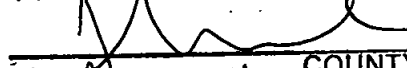
On the _____ day of _____ in the year of 2024
before me, the undersigned, personally appeared

_____ personally known to me or proved to
me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in
his/her/their capacity(ies), and that by his/her/their signature(s)
on the instrument, the individual(s), or the person upon behalf of
which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)



THIS INSTRUMENT IS EXEMPT FROM
RECORDING OR FILING FEES PURSUANT
TO LAW.


SEAL ASSISTANT COUNTY ATTORNEY

SCHEDULE "A"

Legal Description

(NHLA Affordable Property)

The following described units of the composite description below are the Affordable Property:

Thirty (30) Studio Apartments
One Hundred Twenty-Seven (127) 1-Bedroom Apartments
One Hundred Twenty-Eight (128) 2-Bedroom Apartments
Fourteen (14) 3-Bedroom Apartments

TOTAL: Two Hundred Ninety-Nine (299) Units

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Mount Vernon, County of Westchester and State of New York being lots 409, 410, 411, 412, 413, 414, 415 and the northeasterly half of lot 416 as shown on a map titled "Map of West Mount Vernon" dated June 27, 1851, prepared by Gustavus Sacchi and recorded in the Westchester County Clerk's Office on May 1, 1852 As Map No. 151, being more particularly bounded and described as follows:

BEGINNING at a point along the northwesterly line of South Terrace Avenue at its point of intersection with the southwesterly line of Grove Street;

THENCE along said northwesterly line of South Terrace Avenue, South 32 degrees 26 minutes 52 seconds West, 320.88 feet to its point of intersection with the division line between lot 409 on the northeast and lot 408 on the southwest as shown on said Map No. 151;

THENCE along said division line, North 57 degrees 33 minutes 08 seconds West, 125.82 feet to the division line between said lot 409 on the southeast and lot 416 on the northwest as shown on said Map No. 151;

THENCE along said division line, North 32 degrees 26 minutes 52 seconds East, 40.11 feet to a point;

THENCE through said lot 416 as shown on Map No. 151, North 57 degrees 33 minutes 08 seconds West, 125.82 feet to its point of intersection with the southeasterly line of MacQuesten Parkway South;

THENCE along said southeasterly line of MacQuesten Parkway South, North 32 degrees 26 minutes 52 seconds East, 280.77 feet to its point of intersection with the aforesaid southwesterly line of Grove Street;

THENCE along said southwesterly line of Grove Street, South 57 degrees 33 minutes 08 seconds East, 251.64 feet to the Point of BEGINNING.

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.



642763563DED0036

Westchester County Recording & Endorsement Page

Submitter Information

Name: Benchmark Title Agency LLC Phone: 914-250-2400
Address 1: 222 Bloomingdale Road Fax:
Address 2: Email: aruano@benchmarkta.com
City/State/Zip: White Plains NY 10605 Reference for Submitter: BTA79491-E Part 1

Document Details

Control Number: **642763563** Document Type: **Deed (DED)**
Package ID: 2024082600134001003 Document Page Count: **5** Total Page Count: **8**

Parties

☒ Additional Parties on Continuation page

1st PARTY

1: 50-55 SOUTH MAC REALTY LLC - Other
2: MICHAEL ANTHONY HOLDINGS INC - Other

2nd PARTY

1: 115 SOUTH MACQUESTEN HOUSING DVLP FUND CORP - Other
2:

Property

☒ Additional Properties on Continuation page

Street Address: 2 GROVE ST Tax Designation: 164.75-1060-p/o 1
City/Town: MOUNT VERNON Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$30.00
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: **\$325.00**

Transfer Taxes

Consideration: \$6,000,000.00
Transfer Tax: \$24,000.00
Mansion Tax: \$0.00
Transfer Tax Number: 5044

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: 11/26/2024 at 03:16 PM
Control Number: **642763563**
Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

BENCHMARK TITLE AGENCY
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605

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.

642763563DED0036

Westchester County Recording & Endorsement Page

Document Details

Control Number:	642763563	Document Type:	Deed (DED)		
Package ID:	2024082600134001003	Document Page Count:	5	Total Page Count:	8

1st PARTY Addendum

2nd PARTY Addendum

MICHAEL ANTHONY JEWELERS REAL ESTATE INC	Other
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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.

642763563DED0036

Westchester County Recording & Endorsement Page

Document Details

Control Number: 642763563	Document Type: Deed (DED)
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Properties Addendum

8 GROVE ST 10550	MOUNT VERNON	164.75-1060-p/o 2
102 TERRACE AV ,S 10550	MOUNT VERNON	164.75-1060-p/o 3
115 MAC QUESTEN PKY ,S 10550	MOUNT VERNON	164.75-1060-p/o 6
126 TERRACE AV ,S 10550	MOUNT VERNON	164.75-1060-p/o 8

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR
SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 24 day of October, 2024

between

50-55 SOUTH MAC REALTY LLC a New York Limited Liability Company, MICHAEL ANTHONY HOLDINGS, INC. a Delaware Corporation AND MICHAEL ANTHONY JEWELERS REAL ESTATE, INC. and New York Corporation, having a principal place of business located at 56 WILDCLIFF ROAD, SUITE A, NEW ROCHELLE NY 10805

party of the first part, and

115 SOUTH MACQUESTEN HOUSING DEVELOPMENT FUND CORPORATION, a New York Not-for-Profit Corporation, having a principal place of business located at c/o The NPR Group, 1228 Euclid Avenue, 4th Floor, Cleveland, Ohio 44115

party of the second part;

WITNESSETH, that the party of the first part, in consideration of Six Million and 00/100 (\$6,000,000.00), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

The following described improvements of the below portion of the underlying land (the "Non-Affordable Property") which includes approximately 4,830 of commercial/retail space and approximately 5,219 of community office space constituting approximately 22,347 square feet of total rentable space.

Two (2) Studio Apartments
Six (6) 1-Bedroom Apartments
Seven (7) 2-Bedroom Apartments
One (1) 3-Bedroom Apartments

TOTAL: Sixteen (16) Units

A PORTION OF ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, situate, lying and being in the City of Mount Vernon, County of Westchester and State of New York being lots 409, 410, 411, 412, 413, 414, 415 and the northeasterly half of lot 416 as shown on a map titled "Map of West Mount Vernon" dated June 27, 1851, prepared by Gustavus Sacchi and recorded in the Westchester County Clerk's Office on May 1, 1852 As Map No. 151, being more particularly bounded and described as follows:

BEGINNING at a point along the northwesterly line of South Terrace Avenue at its point of intersection with the southwesterly line of Grove Street;

THENCE along said northwesterly line of South Terrace Avenue, South 32 degrees 26 minutes 52 seconds West, 320.88 feet to its point of intersection with the division line between lot 409 on the northeast and lot 408 on the southwest as shown on said Map No. 151;

THENCE along said division line, North 57 degrees 33 minutes 08 seconds West, 125.82 feet to the division line between said lot 409 on the southeast and lot 416 on the northwest as shown on said Map No. 151;

THENCE along said division line, North 32 degrees 26 minutes 52 seconds East, 40.11 feet to a point;

THENCE through said lot 416 as shown on Map No. 151, North 57 degrees 33 minutes 08 seconds West, 125.82 feet to its point of intersection with the southeasterly line of MacQuesten Parkway South;

THENCE along said southeasterly line of MacQuesten Parkway South, North 32 degrees 26 minutes 52 seconds East, 280.77 feet to its point of intersection with the aforesaid southwesterly line of Grove Street;

THENCE along said southwesterly line of Grove Street, South 57 degrees 33 minutes 08 seconds East, 251.64 feet to the Point of BEGINNING

TOGETHER with all right, title and interest, if any, of the party of the first part 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 party of the first part in and to said premises,

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

AND the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

50-55 SOUTH MAC REALTY LLC

By: 

Name: Michael Paolercio

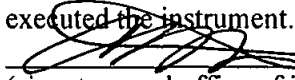
Title: Managing Member

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On the 9th day of October in the year 2024, before me, the undersigned, personally appeared **Michael Paolercio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



(signature and office of individual taking acknowledgment)

CHRISTINE M. CETRA
Notary Public, State of New York
No. 01CE4953915
Qualified in Putnam County
Commission Expires July 31, 2025

✓

MICHAEL ANTHONY HOLDINGS, INC.

By: 

Name: Michael Paolercio

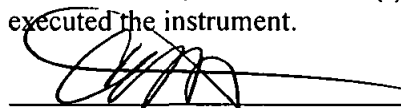
Title: President & CEO

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On the 9th day of October in the year 2024, before me, the undersigned, personally appeared **Michael Paolercio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

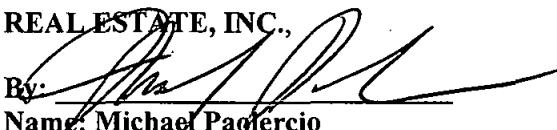


(signature and office of individual taking acknowledgment)

CHRISTINE M. CETRA
Notary Public, State of New York
No. 01CE4953915
Qualified in Putnam County
Commission Expires July 31, 2025

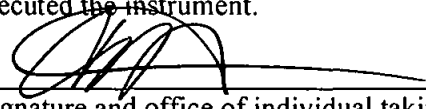


**MICHAEL ANTHONY JEWELERS
REAL ESTATE, INC.,**

By: 
Name: **Michael Paolercio**
Title: **President & CEO**

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

On the 9th day of October in the year 2024, before me, the undersigned, personally appeared **Micael Paolercio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(signature and office of individual taking acknowledgment)

CHRISTINE M. CETRA
Notary Public, State of New York
No. 01CE4953915
Qualified in Putnam County
Commission Expires July 31, 2025

Section: 164.75
Block: 1060
Lots: Part of 1, 2, 3, 6 & 8
Address: Part of 2 Grove Street, 8 Grove
 Street, 102 S. Terrace Avenue,
 115 S. MacQuesten Parkway
 and 126 S. Terrace Avenue

City of Mount Vernon
County of Westchester

Record and Return to:

Cannon Hyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, NY 14210
Attn: Stephen L. Yanaty, Esq.





Department of
Environmental
Conservation

60-Day Advance Notification of Site Change of Use

Physical Alteration, Transfer of Certificate of Completion, and/or Ownership Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

SUBMITTAL INSTRUCTIONS:

Please submit via Site Control Dropbox as described below, OR, if file size permits, by email to DERSiteControl@dec.ny.gov. Print to pdf before submitting.

You may submit your document(s) via ground mail at the address below however please – DO NOT submit both electronic and ground mail.

a.) VIA SITE CONTROL DROPBOX:

Request an Invitation

In the "Title" field, please include the following: "Change of Use – Site Name, Site # _____".

After uploading files, an automated email will be sent to the submitter's email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.

Packages submitted through third-party file transfer services will not be accepted.

b.) VIA GROUND MAIL:

Save the COU form w/attached file(s) and cover letter (optional) to an external storage device (e.g., thumb drive, flash drive). Do NOT include any paper.

Mail the external storage device to the following address:

Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7020

Section I: Property Information

Site Name: 115 South MacQuesten Parkway

DEC Site # C360230

Site Address: 115 South MacQuesten Parkway, Mount Vernon, NY 10550

Section II: Contact Information Person Submitting Notification

Name: Kevin Rogers / Sive, Paget & Riesel, P.C.

Address 1: 560 Lexington Avenue, 15th Floor

Address 2: New York, NY 10022

Phone: (646) 378-7275

E-mail: kr Rogers@sprlaw.com

Section III: Type of Change and Date

☒ Change of Ownership

☒ Change of Remedial Parties

☐ Transfer of Certificate of Completion

☐ Other (e.g., any physical alteration or other change of use)

~~Proposed~~ Date of Change (mm/dd/yyyy) 10/24/2024

Section IV: Description of Proposed Change (Required)

Please provide a brief narrative of the proposed changes(s) indicated above. Attach maps, drawings, and/or parcel information as needed. If "other" the description must explain and advise the DEC how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

The former owners transferred nominal fee title to this BCP site to "115 South MacQuesten Housing Development Fund Corporation" (the HDFC) as of 10/24/2024. Furthermore, the existing Volunteer, "115 MacQuesten Development LLC", became the beneficial & equitable owner of the BCP Site, pursuant to a nominee agreement with the HDFC dated as of 10/24/2024.


The HDFC will be added to the BCA as an additional Volunteer and as the nominal fee owner. The existing Volunteer will be designated as the beneficial & equitable owner.

A BCA Amendment No. 1 application to memorialize the above-described ownership and remedial party changes is being submitted concurrently with this COU.

Section V: Certification Statement

Where the change results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative: see § 375-1.11(d)(4)(i):

I hereby certify that the prospective purchaser and/or remedial party has been provided a copy of any order, agreement, Site Management Plan, or State Assistance Contract regarding the Site's remedial program as well as a copy of all approved remedial work plans and reports.

Name:  9/2/2025
(Signature) (Date)

Noam Magence / 115 MacQuesten Development LLC

(Print Name)

Address1: 1228 Euclid Avenue, 4th Floor

Address2: Cleveland, OH 44115

Phone: 844-677-0002 Email: environmental@nrpgroup.com

Section VI: Contact Information for New Owner, Remedial Party, or CoC Holder

If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environment Easement, Deed Restriction, or Site Management Plan subject to periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ **Nominal Fee Owner** ☒ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 115 South MacQuesten Housing Development Fund Corporation

Address:1 1228 Euclid Avenue, 4th Floor

Address2: Cleveland, OH 44115

Phone: 844-677-0002 Email: environmental@nrpgroup.com

Cert. Party Name: Noam Magence

Address:1 1228 Euclid Avenue, 4th Floor

Address2: Cleveland, OH 44115

Phone: 844-677-0002 Email: environmental@nrpgroup.com


Section VII: Agreement to Notify DEC After Transfer

If Section VI applies, i.e., all or part of the site will be sold, in accordance with § 375-1.11(d)(4)(ii) 30 days after the transfer a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the CoC holder for the site, the CoC should be transferred to the new owner using DEC's approved "Notice of Transfer of COC" forms found at [Initial Notice And Transfer Of Certificate Of Completion - NYSDEC](#). This form has its own filing requirements at §375-1.9(f).

Signing below indicates that theses notices will be provided to the DEC within the specified timeframes as follows:

Within 30 days of the sale of the site, I agree to submit to the DEC:

1. The name and contact information for the new owner(s) per §375-1.11(d)(4)(ii)
2. The name and contact information for any owner representative; and
3. A Notice of Transfer using the DEC form [Initial Notice And Transfer Of Certificate Of Completion - NYSDEC](#).

Name:  9/2/2025
(Signature) (Date)

Noam Magence / 115 MacQuesten Development LLC
(Print Name)

Address1: 1228 Euclid Avenue, 4th Floor

Address2: Cleveland, OH 44115

Phone: 844-677-0002 Email: environmental@nrpgroup.com

Continuation Sheet (if needed for multiple owners, representatives, or remedial parties)

☒ **Beneficial Owner** ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: 115 MacQuesten Development LLC

Address:1 1228 Euclid Avenue, 4th Floor

Address2: Cleveland, OH 44115

Phone: 844-677-0002 Email: environmental@nrpgroup.com

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____

☐ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: _____

Address:1 _____

Address2: _____

Phone: _____ Email: _____



Instructions for Completing the 60-Day Advance Notification of Site Change of Use, Transfer of Certificate of Completion (CoC), and/or Ownership Form

Please submit via Site Control Dropbox [Request an Invitation](#)

In the "Title" field, please include the following: "Change of Use – Site Name, Site #

OR, if file size permits, by email to DERSiteControl@dec.ny.gov

Section I

Description

Site Name

Official DEC site name.

(see <http://www.dec.ny.gov/cfm/x/extapps/derexternal/index.cfm?pageid=3>)

DEC Site ID No.

DEC site identification number.

Section II

Contact Information of Person Submitting Notification

Name

Name of person submitting notification of site change of use, transfer of certificate of completion and/or ownership form.

Address1

Street address or P.O. box number of the person submitting notification.

Address2

City, state and zip code of the person submitting notification.

Phone

Phone number of the person submitting notification.

E-mail

E-mail address of the person submitting notification.

Section III

Type of Change and Date

Check Boxes

Check the appropriate box(s) for the type(s) of change about which you are notifying the Department. Check all that apply.

Proposed Date of Change

Date on which the change in ownership or remedial party, transfer of CoC, or other change is expected to occur.

Section IV

Description

Description

For each change checked in Section III, describe the proposed change. Provide all applicable maps, drawings, and/or parcel information.

If "Other" is checked in Section III, explain how the change may affect the site's proposed, ongoing, or completed remedial program at the site.

Please attach additional sheets, if needed.

Section	Certification
---------	---------------

This section must be filled out if the change of use results in a change of ownership or responsibility for the proposed, ongoing, or completed remedial program for the site. When completed, it provides DEC with a certification that the prospective purchaser has been provided a copy of any order, agreement, or State assistance contract as well as a copy of

Name	The owner of the site property or their designated representative must sign and date the certification statement. Print owner or designated representative's name on the line provided below the signature.
Address	Owner or designated representative's street address or P.O. Box
Address	Owner or designated representative's city, state and zip
Phon	Owner or designated representative's phone
E-Mail	Owner or designated representative's E-

Section	Contact Information for New Owner, Remedial Party, and CoC Holder (if a CoC was issued)
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Fill out this section only if the site is to be sold or there will be a new remedial party. Check the appropriate box to indicate whether the information being provided is for a Prospective Owner, CoC Holder (if site was ever issued a COC), Prospective Remedial Party, or Prospective Owner Representative. Identify the prospective owner or party and include contact information. A Continuation Sheet is provided at the end of this form for additional

Name	Name of Prospective Owner, Prospective Remedial Party or Prospective Owner
Address	Street address or P.O. Box number for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Address	City, state and zip code for the Prospective Owner, Prospective Remedial Party, or Prospective Owner Representative.
Phon	Phone number for the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.
E-Mail	E-mail address of the Prospective Owner, Prospective Remedial Party or Prospective Owner Representative.

If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/EC), indicate who will be the certifying party(ies). Attach additional sheets, if needed.

Certifying Party Name	Name of Certifying
Address	Certifying Party's street address or P.O. Box
Address	Certifying Party's city, state and zip
Phone	Certifying Party's Phone
E-Mail	Certifying Party's E-mail

Section VII Agreement to Notify DEC After Property Transfer/Sale

This section must be filled out for all property transfers of all or part of the site. If the site also has a CoC, then the CoC shall be transferred using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>

Filling out and signing this section of the form indicates you will comply with the post transfer notifications within the required timeframes specified on the form. If a CoC has been issued for the site, the DEC will allow 30 days for the post transfer notification so that the "Notice of CoC Transfer Form" and proof of it's filing can be included. Normally the required post transfer notification must be submitted within 15 day (per 375-1.11(d)(3)(ii)) when no CoC is involved.

Name	Current property owner must sign and date the form on the designated lines. Print owner's name on the line provided.
Address1	Current owner's street address.
Address2	Current owner's city, state and zip

code.

Exhibit B to BCA Amendment No. 1:

Nominee Agreement

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.



643043635DLR002Y

Westchester County Recording & Endorsement Page

Submitter Information

Name: Benchmark Title Agency LLC Phone: 914-250-2400
Address 1: 222 Bloomingdale Road Fax:
Address 2: Email: aruano@benchmarkta.com
City/State/Zip: White Plains NY 10605 Reference for Submitter: BTA79491-E Part 1

Document Details

Control Number: **643043635** Document Type: **Declaration (DLR)**
Package ID: 2024082600134001003 Document Page Count: **10** Total Page Count: **12**

Parties

☐ Additional Parties on Continuation page

1st PARTY

2nd PARTY

1: 115 SOUTH MACQUESTEN HOUSING DVLP FUND CORP - Other 1: 115 SOUTH MACQUESTEN HOUSING DVLP FUND CORP - Other
2: 115 MACQUESTEN DVLP LLC - Other 2: 115 MACQUESTEN DVLP LLC - Other

Property

☒ Additional Properties on Continuation page

Street Address: 126 TERRACE AV ,S Tax Designation: 164.75-1060-8
City/Town: MOUNT VERNON Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$55.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$0.00
TP-584 Filing Fee: \$0.00
RPL 291 Notice Fee: \$0.00
Total Recording Fees Paid: **\$95.00**

Transfer Taxes

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

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: 11/26/2024 at 03:16 PM
Control Number: **643043635**
Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD

WHITE PLAINS, NY 10605

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.

643043635DLR002Y

Westchester County Recording & Endorsement Page

Document Details

Control Number: 643043635	Document Type: Declaration (DLR)
Package ID: 2024082600134001003	Document Page Count: 10 Total Page Count: 12

Properties Addendum

115 MAC QUESTEN PKY ,S 10550	MOUNT VERNON	164.75-1060-6
102 TERRACE AV ,S 10550	MOUNT VERNON	164.75-1060-3
8 GROVE ST 10550	MOUNT VERNON	164.75-1060-2
2 GROVE ST 10550	MOUNT VERNON	164.75-1060-1

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT ("Agreement") is made this 24th day of October, 2024, by and between 115 SOUTH MACQUESTEN HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at c/o The NRP Group, 1228 Euclid Avenue, 4th Floor, Cleveland, OH 44115 (the "HDFC") and 115 MACQUESTEN DEVELOPMENT LLC, a New York limited liability company, having its office at c/o The NRP Group, 1228 Euclid Avenue, 4th Floor, Cleveland, OH 44115 (the "Beneficial Owner").

W I T N E S S E T H:

WHEREAS, on or about the date hereof, a fee interest in the premises located at 2, 8 Grove Street, 102, 126 South Terrace Avenue; and 115 South MacQuesten Parkway (Lots 1, 2, 3, 6 and 8 of Block 1060), in the City of Mount Vernon, Westchester County, State of New York and further described in Schedule A annexed hereto and made a part hereof (the "Property") is to be acquired by the HDFC pursuant to a deed from Michael Anthony Holdings, Inc., 50-55 South Mac Realty LLC and Michael Anthony Jewelers Real Estate, Inc. and acquired by the HDFC pursuant to a deed from The County of Westchester to be recorded in the Office of the Westchester County Clerk, solely as nominal legal or record title holder on behalf of the Beneficial Owner, for the development on the Property of a residential rental project for persons and families of low-income known or to be known as 115 South MacQuesten (the "Project") in accordance with Article XI; and

WHEREAS, a portion of the development of the Project will be financed by certain other loans made or to be made to the Beneficial Owner (collectively, the "Loans"); and

WHEREAS, the Beneficial Owner and the HDFC desire that the HDFC hold legal or record title to the Property solely as nominee on behalf of the Beneficial Owner, with the Beneficial Owner retaining all of the equitable and beneficial ownership of the fee interest in the Property and the Project; and

WHEREAS, the HDFC is authorized to hold legal or record title to the Property on behalf of and as nominee of the Beneficial Owner, and the Beneficial Owner shall possess the entire equitable and beneficial fee ownership of the Property and the Project; and

WHEREAS, the parties desire to set forth their agreement and understanding concerning all of the foregoing.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

Record & Return to:

Stephen Yonaty, Esq.
Cannon Heyman & Weiss, LLP
726 Exchange Street Suite 500
Buffalo, NY 14210

1. The HDFC's acceptance of the deed to the Property and its acquisition and holding of legal or record fee title to the Property and the Project were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of, the Beneficial Owner. Although the HDFC will hold record fee title to the Property and the Project such title shall only be held as nominee legal or record titleholder on behalf of the Beneficial Owner. As a result, the parties hereby acknowledge and agree that the Beneficial Owner possesses all of the equitable and beneficial interest in the Property and will possess all the equitable and beneficial interest in the Project such that the Beneficial Owner, and not the HDFC, shall have an:

(a) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Property and the Project due to obsolescence or exhaustion, and shall bear the risk of loss if the Project is destroyed or damaged;

(b) unconditional and exclusive right to receive all economic benefits associated with the Property and the Project (i.e., appreciation and increase in value), including the right to retain all of the net proceeds from any sale or refinancing of the Property and the Project;

(c) unconditional obligation to keep the Property and the Project in good condition and repair;

(d) unconditional and exclusive right to the possession of the Property and the Project;

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the partners or members, as applicable, of the Beneficial Owner and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC as additional insureds;

(f) unconditional obligation to pay all taxes levied on, and assessments made with respect to the Property and the Project, as well as the right to challenge such taxes and assessments and receive refunds;

(g) unconditional and exclusive right to all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project;

(h) unconditional and exclusive right to receive rental and any other income or profits from the operation of the Property and the Project;

(i) unconditional obligation to pay for all of the capital investment in the Property and the Project;

(j) unconditional obligation to pay for all maintenance and operating costs in connection with the Property and the Project;

(k) unconditional and exclusive right to include all income earned from the operation of the Property and the Project and claim all deductions and credits generated with respect to the Property and the Project on its annual federal, state and local tax returns;

(l) unconditional and exclusive right to enter into and to grant any and all easements in connection with the development and operation of the Property;

(m) unconditional and exclusive right to develop, lease, sell, operate and manage the Property and Project and the obligations to pay for all costs related thereto; and

(n) unconditional and exclusive right to develop residential units in the Project and to operate and manage the Property and the Project in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation and management of the Property and the Project, as such documents may be amended from time to time (the "Project Documents").

2. The HDFC hereby agrees at the direction of the Beneficial Owner to execute any and all documents necessary to grant to the financial institution or institutions making Loans to the Beneficial Owner a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents reasonably required by the Beneficial Owner to be executed by the HDFC in connection with the development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC and the only recourse for satisfaction of any obligations of the HDFC thereunder shall be to the HDFC's interest in the Property. Upon the reasonable request of the Beneficial Owner, the HDFC shall notify all third parties that pursuant to this Agreement, the HDFC is acting solely as nominee of the Beneficial Owner with respect to the Property and the Project. The HDFC shall provide the Beneficial Owner with evidence of such notification reasonably satisfactory to the Beneficial Owner. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested third parties with respect to the HDFC holding title to the Property and the Project as nominee of the Beneficial Owner. In addition thereto, it shall be in the sole and absolute discretion of the Beneficial Owner to assign, encumber, transfer or sell the Property and the Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and any such assignment, encumbrance, transfer or sale shall not require any consent, approval or other action by the HDFC; provided, however that the HDFC hereby agrees that it shall execute and deliver any such documents, agreements, instruments or information as shall be reasonably requested by the Beneficial Owner in connection with any such assignment, encumbrance, transfer or sale.

3. The HDFC covenants and agrees to perform all acts reasonably requested by the Beneficial Owner in regard to or arising from the ownership, management and operation of the Property.

4. The Beneficial Owner shall fully protect, defend, indemnify, and hold the HDFC, its officers, directors, shareholders, agents and employees (each an "Indemnified Party") harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with the Beneficial Owner or with third parties (collectively, "Claims") arising out of or in any way relating to (a) ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project, (c) the use or occupancy of the Project, (d) this Agreement or (e) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising in any way from the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnification shall include, but shall not be limited to the Beneficial Owner's primary obligation to defend, indemnify and hold harmless the Indemnified Parties from and against all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways including, without limitation, environmental claims; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the Beneficial Owner to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause; or (vi) the issuance, marketing, sale and resale of the bonds issued in connection with the finance of the Project or any certifications or representations made by any person other than an Indemnified Party in connection therewith.

5. The HDFC shall hold any policy of insurance with respect to the Property and the Project, including all proceeds thereof, as nominee for the benefit of the Beneficial Owner. Upon receipt, the HDFC shall cause such proceeds to be immediately transferred to the Beneficial Owner or deposited into the Beneficial Owner's account. In the event there is an action in eminent domain, any award in respect thereof shall be received by the HDFC, as nominee for the benefit of the Beneficial Owner. The HDFC will make all reasonable efforts to ensure that all proceeds awarded by the governmental authority are paid directly to the Beneficial Owner. The HDFC shall make no settlement in respect of casualty or eminent domain without the express written consent of the Beneficial Owner;

6.

(a) The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Beneficial Owner, in each instance, and at the Beneficial Owner's expense, (i) to execute and deliver to the Beneficial Owner a deed (the "Deed") in proper recordable form transferring and conveying to the Beneficial Owner all of the HDFC's right, title and interest in and to the Property, (ii) to execute and deliver all agreements, documents and instruments necessary or advisable to effect any benefits arising in connection with the Project and any other government agency which may confer benefits to the Project or Property, as applicable, and (iii)

to execute and deliver to the Beneficial Owner any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property.

(b) The HDFC hereby unconditionally and unequivocally constitutes and appoints the Beneficial Owner to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and/or record (i) the Deed and any other documents or instruments required to convey the Property on behalf of the HDFC, (ii) any certificate sale documents, as applicable, and (iii) any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property (items (i) – (iii) collectively referred to herein as the “Operational Documents”) in the name, place and stead of the HDFC with the same force and effect as if the Operational Documents were executed and/or recorded by the HDFC. This power of attorney to act shall be effective if the Beneficial Owner has requested that the HDFC execute and deliver such document or instrument and the HDFC has failed to do so. The parties agree that the HDFC’s failure to comply with the provisions of this Section shall cause irreparable harm to the Beneficial Owner for which no adequate remedy at law will be available and, in addition to any other available remedies, the Beneficial Owner shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Section.

7. The Beneficial Owner and the HDFC, on behalf of themselves and their respective successors and assigns, hereby jointly and severally represent, warrant, acknowledge, covenant and agree as follows:

(a) So long as the HDFC shall hold legal title to the Property, the Beneficial Owner shall have complete and exclusive possession and control of the Property and the Project, and the HDFC shall not have any right to possess or control the Property and the Project;

(b) The Beneficial Owner is the “owner” and the HDFC is not in any respects an “owner,” as such term is defined in Section 2 of the New York Lien Law and for federal tax purposes, with respect to the Property;

(c) The HDFC is not, and shall not be, entitled to receive any proceeds of any of the Loans to the Beneficial Owner and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans;

(d) Unless specifically authorized by the Beneficial Owner, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Beneficial Owner;

(e) The HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the Property, the Project, and/or any part or parts thereof and/or to purchase, and/or agree to purchase

any goods, materials and/or services in connection with any of the Property, the Project and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon the Beneficial Owner;

(f) The HDFC shall, at the Beneficial Owner's request and at the Beneficial Owner's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project;

(g) The HDFC and the Beneficial Owner each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement; and

(h) Neither the execution, delivery or recording of this Agreement, nor the fulfillment of or compliance with the terms, conditions or provisions of this Agreement, conflicts with, violates or results in a breach of the terms, conditions or provisions of any agreement, instrument, law, rule or regulation of which the HDFC and/or the Beneficial Owner is now a party or by which either or both may be bound or affected or results in the creation of any lien, charge or encumbrance upon the Property, the Project and/or any part or parts thereof.

8. Miscellaneous Provisions.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) If any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto.

(d) No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties.

(e) The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

(f) Unless otherwise specified, notices or consents required to be given by any party to the others under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or overnight mail to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice served as prescribed by this Section. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered. Copies of any notices, statements or

communications received by the HDFC as holder of record title to the Property and/or the Project shall be promptly delivered to the Beneficial Owner.

(g) No party is authorized to act as agent for the other or to incur any liability or dispose of any assets in the name of or on behalf of the others unless provided in this Agreement or specifically authorized by the party which will be responsible for the obligation.

(h) Nothing in this Agreement shall confer any rights upon any person other than the Beneficial Owner and the HDFC and their permitted successors and/or assigns; provided that, in connection with the financing, development, operation or management of the Property, any third party may rely on this Agreement with respect to the rights and obligations of the Beneficial Owner and the HDFC hereunder.

(i) Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document, as defined below, the HDFC shall have the right to enter the Property and the Project and to take such actions with respect to the Property and the Project as may be necessary to cure the default as agent for, and on behalf of, the Beneficial Owner, provided that neither the Beneficial Owner nor any party providing financing to the Project is diligently acting to cure such default. For purposes of this subsection, "Government Financing Document" shall mean any city, county, state or federal mortgage, regulatory agreement or financing commitment.

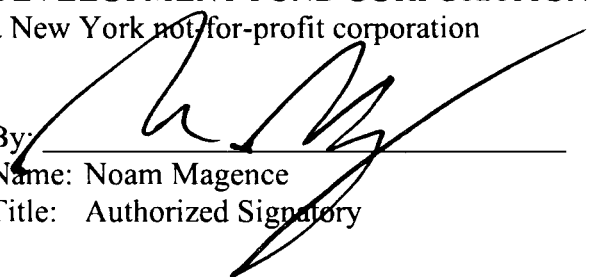
(j) The closing of the transactions contemplated in this Agreement shall be contingent upon the admission of GSB LIHTC Investor LLC, a Delaware limited liability company (the "Investor") as partner or member, as applicable, of the Beneficial Owner.

(k) For any period of time during which Investor is a member of the Company (i) this Agreement may not be terminated or amended without the written consent of the Investor and (ii) any notice of default under this agreement shall be provided to the Investor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Interest and Nominee Agreement as of the date and year first written above.

**115 SOUTH MACQUESTEN HOUSING
DEVELOPMENT FUND CORPORATION**
a New York not-for-profit corporation

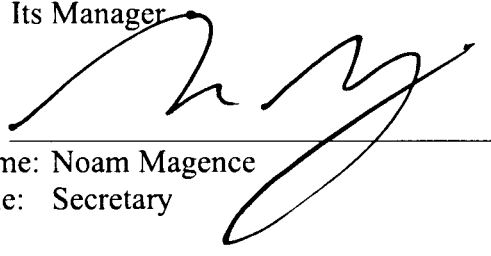
By: 
Name: Noam Magence
Title: Authorized Signatory

115 MACQUESTEN DEVELOPMENT LLC,
a New York limited liability company

By: 115 MacQuesten Development MM LLC,
Its Managing Member

By: NRP 115 MacQuesten Development LLC,
Its Managing Member

By: NRP Manager LLC,
Its Manager

By: 
Name: Noam Magence
Title: Secretary

STATE OF OHIO) ss.:
COUNTY OF Cuyahoga)

On the 16 day of October, in the year 2024, before me, the undersigned, personally appeared Noam Magence, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Madison Schneid
Notary Public



Madison Schneid
Notary Public, State of Ohio
My Commission Expires:
September 18, 2029



SCHEDULE A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, situate, lying and being in the City of Mount Vernon, County of Westchester and State of New York being lots 409, 410, 411, 412, 413, 414, 415 and the northeasterly half of lot 416 as shown on a map titled "Map of West Mount Vernon" dated June 27, 1851, prepared by Gustavus Sacchi and recorded in the Westchester County Clerk's Office on May 1, 1852 As Map No. 151, being more particularly bounded and described as follows:

BEGINNING at a point along the northwesterly line of South Terrace Avenue at its point of intersection with the southwesterly line of Grove Street;

THENCE along said northwesterly line of South Terrace Avenue, South 32 degrees 26 minutes 52 seconds West, 320.88 feet to its point of intersection with the division line between lot 409 on the northeast and lot 408 on the southwest as shown on said Map No. 151;

THENCE along said division line, North 57 degrees 33 minutes 08 seconds West, 125.82 feet to the division line between said lot 409 on the southeast and lot 416 on the northwest as shown on said Map No. 151;

THENCE along said division line, North 32 degrees 26 minutes 52 seconds East, 40.11 feet to a point;

THENCE through said lot 416 as shown on Map No. 151, North 57 degrees 33 minutes 08 seconds West, 125.82 feet to its point of intersection with the southeasterly line of MacQuesten Parkway South;

THENCE along said southeasterly line of MacQuesten Parkway South, North 32 degrees 26 minutes 52 seconds East, 280.77 feet to its point of intersection with the aforesaid southwesterly line of Grove Street;

THENCE along said southwesterly line of Grove Street, South 57 degrees 33 minutes 08 seconds East, 251.64 feet to the Point of BEGINNING.

Exhibit C to BCA Amendment No. 1:

Supporting Documents to add HDFC
as additional Volunteer

An official website of New York State.
[Here's how you know](#) ▼



Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: 115 SOUTH MACQUESTEN HOUSING DEVELOPMENT FUND CORPORATION

DOS ID: 7386069

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI)

DURATION DATE/LATEST DATE OF DISSOLUTION: 07/30/2027

SECTIONOF LAW: NOT-FOR-PROFIT CORPORATION (HOUSING DEVELOPMENT FUND COMPANY) (ARTICLE XI) - 402 NOT-FOR-PROFIT CORPORATION LAW AND 573 PRIVATE HOUSING FINANCE LAW - PRIVATE HOUSING FINANCE LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 07/30/2024

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 07/30/2024

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: NOT REQUIRED

COUNTY: WESTCHESTER

NEXT STATEMENT DUE DATE:

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY: CHARITABLE

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O THE NRP GROUP

Address: ATTN: NOAM MAGENCE, 1228 EUCLID AVENUE, 4TH FLOOR, CLEVELAND, OH, UNITED STATES, 44115

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

**UNANIMOUS CONSENT IN LIEU OF MEETING
OF 115 SOUTH MACQUESTEN HOUSING
DEVELOPMENT FUND CORPORATION**

JULY 29, 2025

Pursuant to Section 708(b) of the Not-for-Profit
Corporations Law of the State of New York

The undersigned, being all the members of 115 South MacQuesten Housing Development Fund Corporation, a New York not-for-profit corporation (the “HDFC”) and constituting the HDFC’s board of directors, hereby take the following actions and adopt the following resolutions (“Resolution”) by unanimous written consent to action pursuant to the by-laws of the HDFC and the Not-for-Profit Corporations Law of the State of New York:

WHEREAS, the members of the HDFC are the members of its Board of Directors; and

WHEREAS, the HDFC has acquired nominal fee title to that certain real property located at 2 Grove Street, 8 Grove Street, 102 South Terrace Avenue, 115 South MacQuesten Parkway, and 126 South Terrace Avenue, Mount Vernon, New York (Section 164.75, Block 1060, and Lots 1, 2, 3, 6 [formerly Lots 6 and 29], and 8, respectively) (the “Property”) from 50-55 South Mac Realty LLC, Michael Anthony Holdings, Inc., Michael Anthony Jewelers Real Estate, Inc., and The County of Westchester pursuant to those certain deeds, dated as of October 24, 2024 and recorded in the Westchester County Clerk’s Office on November 26, 2024 as Control Nos. 642763563 and 642833267, respectively;

WHEREAS, the HDFC transferred all beneficial and equitable interest in the Property to 115 MacQuesten Development LLC (the “Beneficial Owner”), pursuant to that certain Declaration of Interest and Nominee Agreement, dated as of October 24, 2024, by and between the HDFC and the Beneficial Owner and recorded in the Westchester County Clerk’s Office on November 26, 2024 as Control No. 643043635; and

WHEREAS, the Property has been entered into the New York State Department of Environmental Conservation (“DEC”) Brownfield Cleanup Program (“BCP”) pursuant to a Brownfield Cleanup Agreement (“BCA”), Index No. C360230-01-23, as Site No. C360230 (the “Site”); and

WHEREAS, the HDFC desires to apply to the BCP as an additional Requestor, as such term is defined in 6 NYCRR 375-3.2.

NOW, THEREFORE, BE IT RESOLVED, that the HDFC is hereby authorized and directed to execute and deliver any and all documents that may be necessary, convenient, or advisable in connection with the HDFC’s application to the BCP as an additional Requestor, and to take any other actions deemed necessary and in substantial accordance with this Resolution;

AND BE IT FURTHER RESOLVED, that the Board of Directors of the HDFC hereby authorizes and directs NOAM MAGENCE or his designee, as a representative of the HDFC and

as an authorized signatory with the full power and authority on behalf of the HDFC (each an “Authorized Signatory”), to:

- a. Execute documents in connection with the HDFC’s application for participation in the New York State BCP;
- b. Enter into agreements with the New York State Department of Environmental Conservation (“DEC”) in connection with the HDFC’s participation in the BCP;
- c. Execute any and all documents in connection with the HDFC’s participation in the BCP, including but not limited to applications, agreements, easements, and tax returns;
- d. Take any action necessary to the furtherance of the HDC’s participation in the BCP, including but not limited to conducting negotiations on behalf of the HDFC;

AND BE IT FURTHER RESOLVED, that the authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this Resolution are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the Board of Directors of the HDFC. Any such revocation shall be effective only as to actions taken by the HDFC subsequent to DEC's receipt of such notice;

AND BE IT FURTHER RESOLVED, that this Resolution may be executed in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one and the same Resolution.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Directors of 115 South MacQuesten Housing Development Fund Corporation, hereby execute this Resolution by unanimous written consent as of the date and year first set forth above.

**115 SOUTH MACQUESTEN HOUSING
DEVELOPMENT FUND CORPORATION,**
a New York not-for-profit corporation

By: its Board of Directors



J. David Heller



George Currall



Noam Magence



Jonathan Gertman

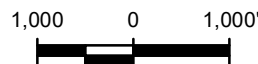
**VOLUNTEER STATEMENT OF
115 SOUTH MACQUESTEN HOUSING
DEVELOPMENT FUND CORPORATION**

The Requestor, 115 South MacQuesten Housing Development Fund Corporation, is properly designated as a “Volunteer” because its liability will arise solely from its record fee ownership of the BCP Site as of October 24, 2024, and its involvement with the BCP Site after the discharge or disposal of contaminants thereon. The Requestor will exercise appropriate care with respect to current site conditions to prevent any threatened future release and to prevent or limit human, environmental, or natural resource exposures to any previously released contamination. The Requestor has no affiliation with parties responsible for the site contamination, has not contributed to or exacerbated any site environmental conditions, and is prepared to undertake all necessary remediation required to address identified site contamination. Accordingly, the Requestor, 115 South MacQuesten Housing Development Fund Corporation, qualifies as a “Volunteer” per ECL 27-1405(1).

Exhibit D to BCA Amendment No. 1:
Supporting Documents for Tax Lot Merger



QUADRANGLE LOCATION



Title:

SITE LOCATION MAP

115 SOUTH MACQUESTEN PARKWAY
MT VERNON, NY 10550

Prepared for:

115 MACQUESTEN DEVELOPMENT LLC



Compiled by: D.M.H.	Date: 01/21/25
Prepared by: M.S.R.	Scale: AS SHOWN
Project Mgr: D.M.H.	Project: 2908.0008Y000
File: 2908.0008Y127.1.mxd	

FIGURE

1



LEGEND

TAX PARCEL BOUNDARY

BCP SITE BOUNDARY



Title:

TAX MAP

115 SOUTH MACQUESTEN PARKWAY
MT VERNON, NY 10550

Prepared for:

115 MACQUESTEN DEVELOPMENT LLC

	Compiled by: D.M.H.	Date: 08/18/25	FIGURE 2
	Prepared by: M.S.R.	Scale: AS SHOWN	
	Project Mgr: D.M.H.	Project: 2908.0008Y000	
	File: 2908.0008Y127.02.mxd		

2025 (Next Year)

Parcel Modify

Land: \$67,000

Tot: \$67,000

Swis Code	Sec	Sbs	Block	Lot	Subl	Sfx	CkDig	Status	Create Date	School Cd	Owner Change		
550800	164	075	1060	001	000	0000	QK	A	12/11/1993	550800	MT VERNONCENTRAL		
MT VERNON		Res Sites	0	Com Sites	0	Last Change		5/23/2025	By	KAMEKA			
Name 1	115 SOUTH MACQUESTEN							Prop Desc 1	1,2,3,6(4,5,6,7,27,28,29),8				
Name 2	HOUSING DEVELOPMENT FUND							Prop Desc 2	merged 5/2025				
Addr 1	C/O NPR GROUP							Prop Desc 3	address change				
Addr 2								Bank Code		Roll Sect	8	Sub Sect	
Street	1228 EUCLID AVE 4TH FL							Prop Class	330	Vacant Land in comme		Own Cd	
City	CLEVELAND							Hstd Code				Res %	
State	OH	Zip	44115	-		Legal Addr #	115	Street	MAC QUESTEN PKY ,S				
	Prior Year '23	This Year '24	Next Year '25	Front		Depth		Acres	1.49				
Assessed	\$5,000	\$5,000	\$67,000										
Taxable	\$5,000	\$5,000	\$0										
				✓ Save				✗ Cancel				Close	