



Department of  
Environmental  
Conservation

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

### PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

☒ Amendment to [check one or more boxes below]

- ☐ Add
- ☐ Substitute
- ☐ Remove
- ☐ Change in Name

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

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

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

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

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

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

☐ Other (explain in detail below)

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

This amendment is submitted to reflect a change in ownership of the site property. Binghamton Northside Housing Development Fund Company, Inc. acquired bare record fee title, and Binghamton Northside Limited Partnership acquired the entire equitable and beneficial ownership interests, to the property from Binghamton Local Development Corporation on October 31, 2018.

Additionally, this amendment is submitted to reflect a change in the SBL number for the site property. The BCA described the site as a portion of SBL no. 144.82-1-9. Since the time of the BCA, Broome County changed this tax parcel to correspond to the separation of the parcel defined by the BCP site creation. Therefore, the BCP site now has the SBL no. 144.82-1-9.1. The site address and site size remain unchanged.

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

Section I. Existing Agreement Information			
BCP SITE NAME: Former Stow Manufacturing		BCP SITE NUMBER: C704058	
NAME OF CURRENT APPLICANT(S): 3D Development Group L.L.C., Binghamton Northside Limited Partnership, and Community Potential, Inc.			
INDEX NUMBER OF EXISTING AGREEMENT: C704058-02-17 DATE OF EXISTING AGREEMENT: 04-18-2017			
Section II. New Requestor Information (if no change to Current Applicant, skip to Section V)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No  <ul style="list-style-type: none"> <li>If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation &amp; Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.</li> </ul>			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Describe Requestor's Relationship to Existing Applicant:			



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

OWNER'S NAME (if different from requestor) Binghamton Northside Limited Partnership, as to beneficial ownership

ADDRESS c/o 3D Development Group L.L.C., 4549 Main Street, Suite 100

CITY/TOWN Amherst

ZIP CODE 14226

PHONE (716) 839-0549

FAX

E-MAIL bruce@3ddevelopment.com

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

☐ PARTICIPANT

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

☐ VOLUNTEER

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

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

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

Requestor's Relationship to Property (check one):

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☐ Other \_\_\_\_\_

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

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

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

ADDRESS 435 State Street

CITY/TOWN Binghamton

ZIP CODE 13901

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

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
435 State Street		144.82	1	9	

Check appropriate boxes below:



Changes to metes and bounds description or TBL correction



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

Approximate acreage added: \_\_\_\_\_

**ADDITIONAL PARCELS:**

Parcel Address	Parcel No.	Section No.	Block No.	Lot No.	Acreage
435 State Street		144.82	1	9.1	2.857



Reduction of property

Approximate acreage removed: \_\_\_\_\_

**PARCELS REMOVED:**

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

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



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

Property is in Bronx, Kings, New York, Queens, or Richmond counties. ☐ Yes ☐ No

Requestor seeks a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit. ☐ Yes ☐ No

## Please answer questions below and provide documentation necessary to support answers.

1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)?  
Please see [DEC's website](#) for more information. ☐ Yes ☐ No

2. Is the property upside down as defined below? ☐ Yes ☐ No

### From ECL 27-1405(31):

"Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.

3. Is the project an affordable housing project as defined below? ☐ Yes ☐ No

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

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

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

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

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

## PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

### Existing Agreement Information

BCP SITE NAME: Former Stow Manufacturing

BCP SITE NUMBER: C704058

NAME OF CURRENT APPLICANT(S): 3D Development L.L.C., Binghamton Northside Limited Partnership, and Community Potential, Inc.

INDEX NUMBER OF EXISTING AGREEMENT: C704058-02-17

EFFECTIVE DATE OF EXISTING AGREEMENT: 04-18-2017

### Declaration of Amendment:

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

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

### Statement of Certification and Signatures: New Requestor(s) (if applicable)

(Individual)

I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

I hereby affirm that I am (title \_\_\_\_\_) of (entity \_\_\_\_\_); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

\_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_



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

(Individual)

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

Sole Member of 3D

Development Group L.L.C., the

Sole Member of the Managing

General Partner

Binghamton Northside

Limited Partnership

I hereby affirm that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (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. \_\_\_\_\_ My \_\_\_\_\_ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12-12-19 Signature: 

Print Name: Bruce Levine

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

☐

PARTICIPANT

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

☒

VOLUNTEER

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


Effective Date of the Original Agreement: 4/18/17

Signature by the Department:

DATED: 12/19/19

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:



Michael J. Ryan, P.E., Director

Division of Environmental Remediation



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

(Individual)

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Entity)

3D Development

I hereby affirm that I am the Sole Member (title) of Group L.L.C. (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. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12-12-19 Signature: BLE

Print Name: Bruce Levine

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

<input type="checkbox"/> <b>PARTICIPANT</b> A requestor who either 1) was the owner of the site at the time of the disposal of contamination or 2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of contamination.	<input checked="" type="checkbox"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 7/18/17

Signature by the Department:

DATED: 12/19/19

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By: [Signature]

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

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

(Individual)

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

Date: 12/13/19 Signature: Elaine Miller

Print Name: Elaine Miller

(Entity)

I hereby affirm that I am the CEO (title) of Community Potential, Inc. (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. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/13/19 Signature: Elaine Miller

Print Name: Elaine Miller

**REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

☐

**PARTICIPANT**

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

☒

**VOLUNTEER**

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

Effective Date of the Original Agreement: 4/18/17

Signature by the Department:

DATED: 12/15/19

NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

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

**SUBMITTAL INFORMATION:**

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

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

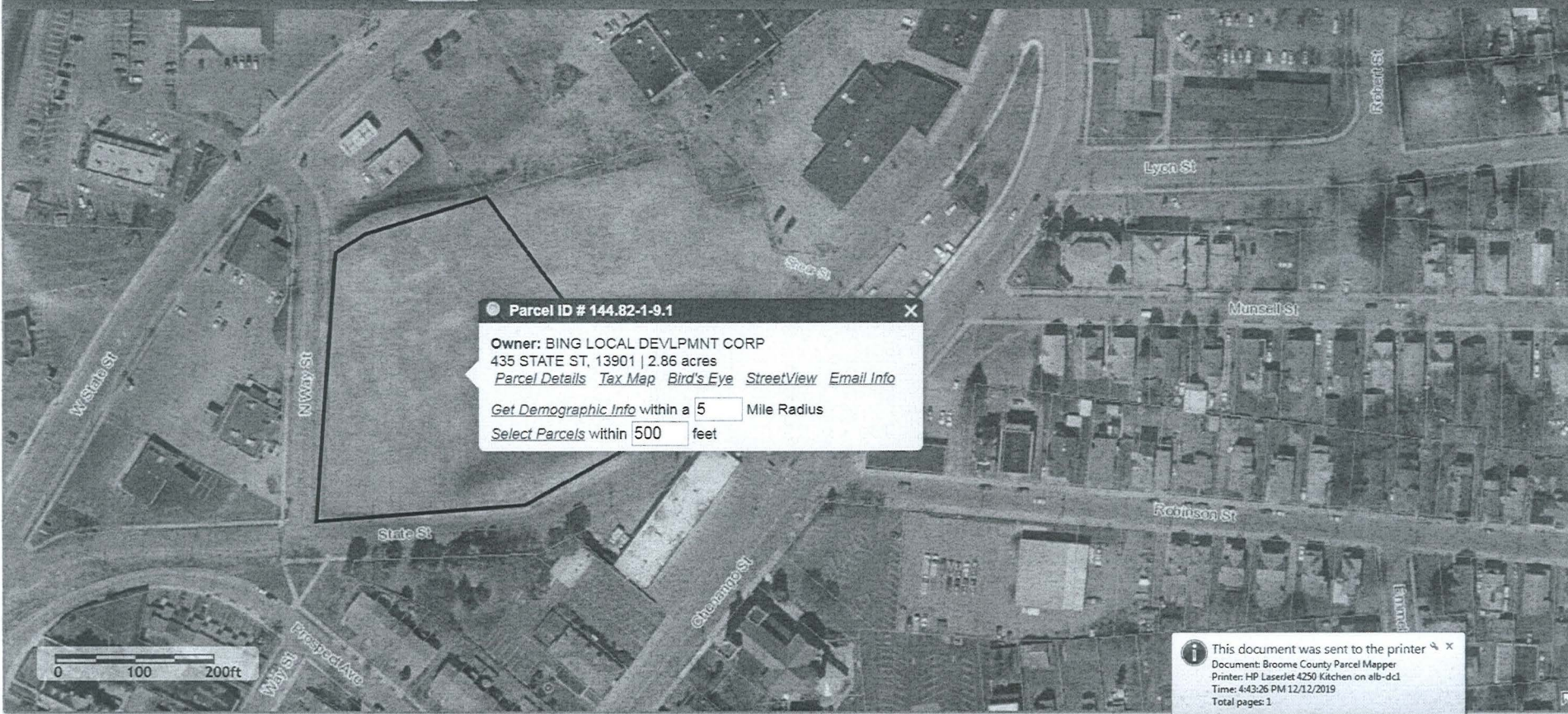
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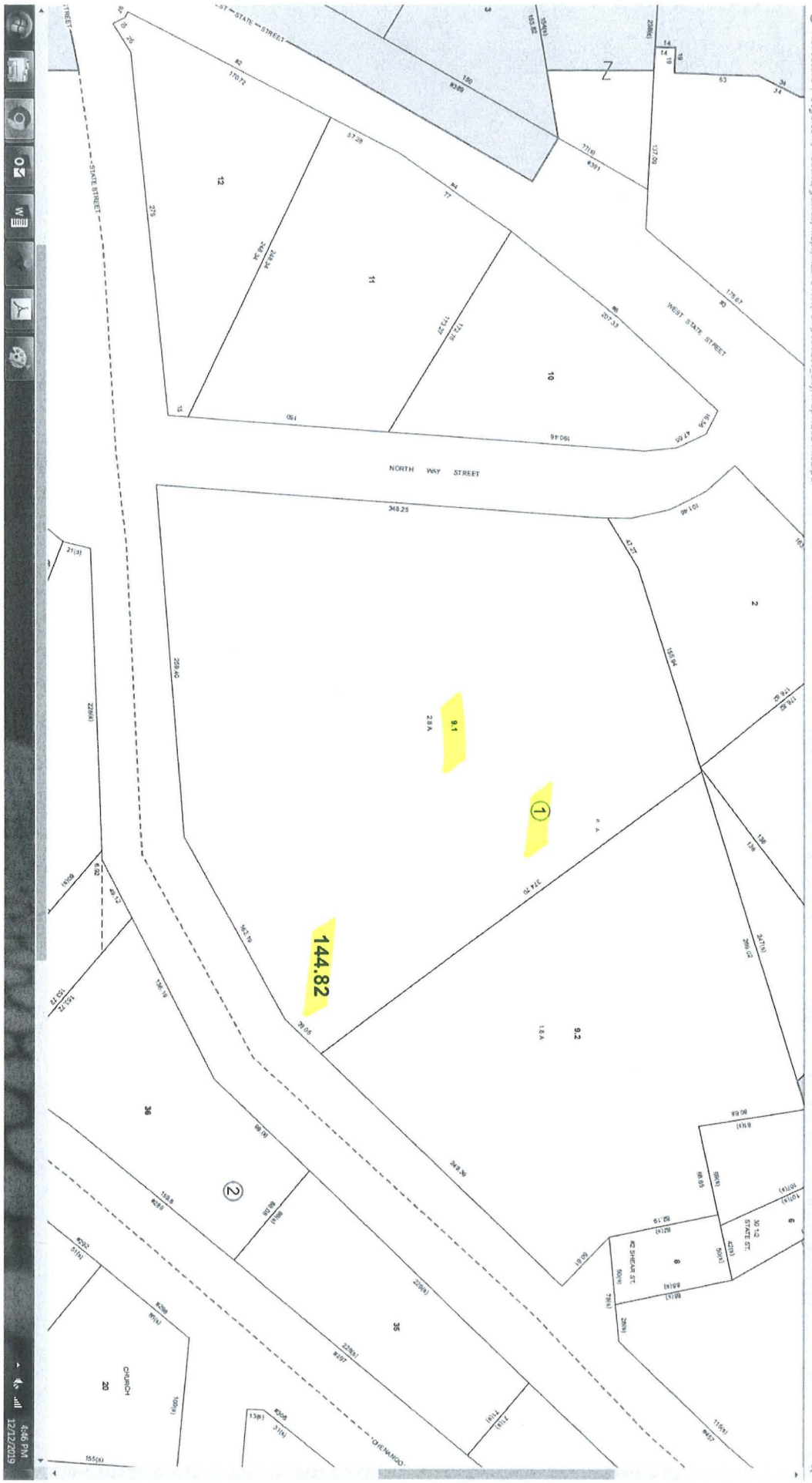
**FOR DEPARTMENT USE ONLY**

**BCP SITE T&A CODE:** \_\_\_\_\_ **LEAD OFFICE:** \_\_\_\_\_

**PROJECT MANAGER:** \_\_\_\_\_











**BROOME COUNTY – STATE OF NEW YORK**  
**JOSEPH A. MIHALKO, COUNTY CLERK**  
**60 HAWLEY STREET, P.O. BOX 2062**  
**BINGHAMTON, NY 13902**

**COUNTY CLERK'S RECORDING PAGE**  
**\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\***



BOOK/PAGE: D2574 / 428  
INSTRUMENT #: 201800028583

Receipt#: 20180926743  
Clerk: DW  
Rec Date: 11/08/2018 02:25:29 PM  
Doc Grp: D  
Descrip: DEED  
Num Pgs: 4  
Rec'd Frm: SNEERINGER MONAHAN PROVOST  
REDGRAVE TITLE AGENCY INC

Party1: BINGHAMTON LOCAL DEVELOPMENT  
CORPORATION  
Party2: BINGHAMTON NORTHSIDE HOUSING  
DEVELOPMENT FUND COMPANY INC-NOM  
Town: CITY OF BINGHAMTON

**Recording:**

Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	10.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 320.00

Transfer Tax	
Transfer Tax - State	0.00
Transfer Tax - County	0.00

Sub Total: 0.00

Total: 320.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: TT001666  
Transfer Tax  
Consideration: 10.00

Total: 0.00

**WARNING\*\*\***

This sheet constitutes the clerks endorsement,  
required by Section 316-A (5) & Section 319 of the  
Real Property Law of the State of New York. DO  
NOT DETACH.

Joseph A. Mihalko  
Broome County Clerk

Record and Return To:

CANNON HEYMAN & WEISS LLP  
54 STATE STREET, 5TH FLOOR  
ALBANY, NY 12207  
ATTN: CARYN CAHILL



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## QUITCLAIM DEED

THIS INDENTURE, made as of the 31<sup>st</sup> day of October, 2018 between:

**BINGHAMTON LOCAL DEVELOPMENT CORPORATION**, a New York not-for-profit corporation having its principal place of business at 38 Hawley Street, Binghamton, New York 13901, party of the first part, and

**BINGHAMTON NORTHSIDE HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation having its principal place of business at c/o Community Potential, Inc., 35 Exchange Street, Binghamton, New York 13902, as nominee for **BINGHAMTON NORTHSIDE LIMITED PARTNERSHIP**, a New York limited partnership having its principal place of business at c/o 3D Development Group L.L.C., 4549 Main Street, Suite 100, Amherst, New York 14226, party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of the sum of TEN and 00/100 Dollars (\$10.00) lawful money of the United States of America, and other good and valuable consideration, paid by the party of the second part, does hereby grant, convey and quitclaim to the party of the second part, its successors and assigns forever, the premises described in Schedule "A" attached hereto and made a part hereof, together with all title therein.

This conveyance is made subject to the covenants, easements and restrictions of record affecting said premises.

Being a portion of the same premises described in the deed to the Grantor from The County of Broome dated June 22, 2015 and recorded in the Broome County Clerk's Office on July 23, 2015 in Book 2467 Page 517. Said premises are known and designated as a portion of Parcel ID 144.82-1-9. Also being the same premises conveyed in Quitclaim Deed from Binghamton Local Development Corporation to Binghamton Local Development Corporation dated October 16, 2018 and recorded in the Broome County Clerk's Office on October 17, 2018 in Liber 2572 page 224.

**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.

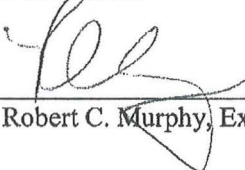
**THIS CONVEYANCE** is made in the ordinary course of business of the party of the first part, does not constitute a sale of all or substantially all of the assets of the party of the first part, and is made with the required approval of the Board of Directors of the party of the first part in Resolution 18-9 dated September 27, 2018.

Binghamton Northside Housing Development Fund Company, Inc. is acting as nominee for Binghamton Northside Limited Partnership pursuant to a Declaration of Interest and Nominee Agreement dated as of the date hereof and to be recorded simultaneously herewith in the Broome County Clerk's Office.

m-065413  
smpr

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

BINGHAMTON LOCAL DEVELOPMENT  
CORPORATION

By:   
Robert C. Murphy, Executive Director

STATE OF NEW YORK     )  
                                  )  
COUNTY OF Broome     )     SS.:

On the 26<sup>th</sup> day of October in the year 2018, before me personally appeared Robert C. Murphy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

RECORD AND RETURN TO:  
Cannon Heyman & Weiss, LLP  
54 State Street, 5<sup>th</sup> Floor  
Albany, New York 12207  
Attn: Caryn Cahill

DONNA FERRANTI  
Notary Public, State of New York  
Reg. No. 01FE6363527  
Qualified in Broome County  
Commission Expires August 21, 2021

#### SCHEDULE "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Binghamton, County of Broome and State of New York more particularly described as follows:

Beginning at a mag nail set on the northerly street boundary of State Street at its intersection with the easterly street boundary of North Way Street;

Thence North  $02^{\circ} 10' 58''$  East along the easterly boundary of North Way Street a distance of 348.25 feet to rebar with cap stamped "Shumaker Engrs." set, herein after referred to as rebar set;

Thence North  $52^{\circ} 09' 06''$  East along the southerly boundary of the lands now or formerly of United Refining Company of Pennsylvania (L.1417 P.320) a distance of 47.27 feet to a rebar set;

Thence North  $76^{\circ} 58' 06''$  East continuing along the said southerly boundary of the lands now or formerly of United Refining Company of Pennsylvania, a distance of 155.94 feet to found rebar with cap marked "Southern Tier";

Thence South  $37^{\circ} 24' 46''$  East through the lands now or formerly of Binghamton Local Development Corporation (L.2467 P.517) a distance of 374.70 feet to a point on the northerly street boundary of State Street;

Thence along the said northerly street boundary of State Street the following three (3) courses and distances:

- 1) South  $43^{\circ} 42' 55''$  West a distance of 39.05 feet to a dock spike set;
- 2) South  $62^{\circ} 38' 15''$  West a distance of 162.19 feet to a dock spike set;
- 3) South  $87^{\circ} 23' 54''$  West a distance of 259.40 feet to the point or place of beginning.

Said parcel containing 124,437 square feet or 2.857 acres of land more or less.