

CONCOURSE VILLAGE WEST APARTMENTS - NORTH
BRONX COUNTY
BRONX, NEW YORK

SITE MANAGEMENT PLAN

NYSDEC Site Number: C203091

Prepared for:

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Revisions to Final Approved Site Management Plan:

Revision No.	Date Submitted	Summary of Revision	NYSDEC Approval Date

DECEMBER 2019

CERTIFICATION STATEMENT

I, Gary Rozmus, certify that I am currently a NYS registered professional engineer and that this Site Management Plan was prepared in accordance with all applicable statutes and regulations and in substantial conformance with the DER Technical Guidance for Site Investigation and Remediation (DER-10).

 P.E.
12/9/19 DATE



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List of Acronyms

Acronym	Definition
µg/L	Micrograms per Liter
AWQS	Ambient Water Quality Standards and Guidance Values for GA groundwater
BCA	Brownfield Cleanup Agreement
BCP	Brownfield Cleanup Program
BTEX	Benzene, Toluene, Ethylbenzene, and Xylenes
COC	Certificate of Completion
DER-10	Technical Guidance for Site Investigation and Remediation
EWP	Excavation Work Plan
Ft. Ggs	Feet Below Ground Surface
GEI	GEI Consultants, Inc., P.C.
ICs	Institutional Controls
Mg/Kg	Milligram per Kilogram
MGP	Manufactured Gas Plant
NYCHPD	New York City Housing Preservation and Development
NYCSCA	New York City School Construction Authority
NYS	New York State
NYSDEC	New York State Department of Environmental Conservation
NYSDOH	New York State Department of Health
PFOA	Per-fluorooctanoic Acid
PFOS	Per-fluorooctanesulfonic Acid
PID	Photoionization Detector
PRR	Periodic Review Report
RA	Remedial Action
RAOs	Remedial Action Objectives
RAWP	Remedial Action Work Plan

RI	Remedial Investigation
RRSCOs	Restricted Residential Soil Cleanup Objectives
SCGs	Standards, Criteria and Guidance
SF	Square Foot
Shaw	Shaw Environmental
SIWP	Supplemental Investigation Work Plan
SMP	Site Management Plan
SRI	Supplemental Remedial Investigation
SVI	Soil Vapor Intrusion
SVOC	Semi-volatile Organic Compound
URS	URS Corporation
USTs	Underground Storage Tanks
UUSCOs	Unrestricted Use Site Cleanup Objectives
VOC	Volatile Organic Compound

ES EXECUTIVE SUMMARY

The following provides a brief summary of the controls implemented for the Site, as well as the inspections, monitoring and reporting activities required by this Site Management Plan:

Site Identification:

Concourse Village West Apartments – North
 180 East 156th Street
 Bronx, New York
 NYSDEC BCP Number: C203091

Institutional Controls:	1. The property may be used for restricted residential use as described in 6 NYCRR Part 375-1.8(g), although land is subject to local zoning laws;
	2. The remedial party or Site owner are required to complete and submit to the Department a periodic certification of institutional and engineering controls in accordance with Part 375-1.8(h)(3);
	3. Restrict the use of groundwater underlying the property as a source of potable or process water, without necessary water quality treatment as determined by the NYSDOH or the NYCDOH; and
	4. Compliance with the Department approved Site Management Plan.
Inspections:	Frequency
1. Site-Wide Inspection	Annually; First inspection to occur no more than 15 months after issuance of the Certificate of Completion (COC)
Monitoring:	
1. Indoor Vapor Sampling	Upon completion of redevelopment, prior to occupancy of the building.

Site Identification:

Concourse Village West Apartments – North
180 East 156th Street
Bronx, New York
NYSDEC BCP Number: C203091

Monitoring (cont.):	Frequency (cont.):
2. Monitoring wells - Groundwater	Following installation and annually for first 2 years following implementation of upgradient NYSDEC Spill No. 05-51798 Remedial Action Work Plan (RAWP). If no groundwater impacts are observed following upgradient RAWP implementation, or impacts are observed to be naturally attenuating, monitoring will only be completed on an as-requested basis.
Reporting:	
1. Monthly Progress Report (Ongoing, as necessary)	Monthly through issuance of COC
2. Groundwater Monitoring Report	Annually, corresponding with groundwater monitoring frequency
3. Periodic Review Report	Annually

Further descriptions of the above requirements are provided in detail in the subsequent sections of this Site Management Plan.

1.0 INTRODUCTION

1.1 General

This Site Management Plan (SMP) is a required element of the remedial program for the Concourse Village West Apartments – North located in the Bronx, Bronx County, New York (hereinafter referred to as the “Site”). See **Figure 1** for the Site location. The Site is currently in the New York State (NYS) Brownfield Cleanup Program (BCP), Site No. C203091 which is administered by New York State Department of Environmental Conservation (NYSDEC).

Concourse Village West Owner LLC (“Concourse Village” or the “Applicant”) entered into a Brownfield Cleanup Agreement (BCA) in November 2017 with the NYSDEC to remediate the Site. A figure showing the Site location and boundaries of this Site is provided in **Figure 2**. The boundaries of the Site are more fully described in the metes and bounds site description that is part of the Environmental Easement provided in **Appendix A**.

After completion of the remedial work, some contamination remains at this Site below the foundation and remedial excavation depth of 15-feet below ground surface (ft. bgs), which is hereafter referred to as “remaining contamination”. Institutional Controls (ICs) have been incorporated into the Site remedy to control exposure to remaining contamination to ensure protection of public health and the environment. An Environmental Easement granted to the NYSDEC, and recorded with the Bronx County Clerk, requires compliance with this SMP and all ICs placed on the Site.

This SMP was prepared to manage remaining contamination at the Site until the Environmental Easement is extinguished in accordance with ECL Article 71, Title 36. This plan has been approved by the NYSDEC, and compliance with this plan is required by the grantor of the Environmental Easement and the grantor’s successors and assigns. This SMP may only be revised with the approval of the NYSDEC.

It is important to note that:

- This SMP details the site-specific implementation procedures that are required by the Environmental Easement. Failure to properly implement the SMP is a violation of the Environmental Easement, which is grounds for revocation of the Certificate of Completion (COC), release or closure letter;
- Failure to comply with this SMP is also a violation of Environmental Conservation Law, 6NYCRR Part 375 and the BCA (Index #C203091-09-17; Site # C203091) for the site, and thereby subject to applicable penalties.

All reports associated with the site can be viewed by contacting the NYSDEC or its successor agency managing environmental issues in New York State. A list of contacts for persons involved with the site is provided in **Appendix B** of this SMP.

This SMP was prepared by GEI Consultants, Inc., P.C. (GEI), on behalf of Concourse Village West Owner LLC, in accordance with the requirements of the NYSDEC's DER-10 ("Technical Guidance for Site Investigation and Remediation"), dated May 2010, and the guidelines provided by the NYSDEC. This SMP addresses the means for implementing the ICs that are required by the Environmental Easement for the Site.

1.2 Revisions

Revisions to this plan will be proposed in writing to the NYSDEC's project manager. Revisions will be necessary upon, but not limited to, the following occurring: a post-remedial removal of contaminated sediment or soil, or other significant change to the site conditions. In accordance with the Environmental Easement for the site, the NYSDEC will provide a notice of any approved changes to the SMP and append these notices to the SMP that is retained in its files.

1.3 Notifications

Notifications will be submitted by the property owner to the NYSDEC, as needed, in accordance with NYSDEC's DER – 10 for the following reasons:

- Written 60-day advance notice of any proposed changes in site use that are required under the terms of the BCA, 6NYCRR Part 375 and/or Environmental Conservation Law.
- 7-day advance notice of any field activity associated with the remedial program.

- Written 15-day advance notice of any proposed ground-intrusive activity pursuant to the Excavation Work Plan (EWP).

Any change in the ownership of the Site or the responsibility for implementing this SMP will include the following notifications:

- At least 60 days prior to the change, the NYSDEC will be notified in writing of the proposed change. This will include a certification that the prospective purchaser/Remedial Party has been provided with a copy of the BCA, and all approved work plans and reports, including this SMP.
- Within 15 days after the transfer of all or part of the site, the new owner’s name, contact representative, and contact information will be confirmed in writing to the NYSDEC.

Table 1 below includes contact information for the above notification. The information on this table will be updated as necessary to provide accurate contact information. A full listing of site-related contact information is provided in **Appendix B**.

Table 1: Notifications*

Name	Contact Information
NYSDEC, DER, Bureau of Technical Support Site Control Section	Chief, Site Control Section New York State Department of Environmental Conservation Division of Environmental Remediation, 625 Broadway Albany NY 12233-7020
Steve Walsh	(518) 402-9824 Steven.Walsh@dec.ny.gov
John Grathwol	(518) 402-9649 John.Grathwol@dec.ny.gov

* Note: Notifications are subject to change and will be updated as necessary.

2.0 SUMMARY OF PREVIOUS REMEDIAL INVESTIGATIONS AND REMEDIAL ACTIONS

2.1 Site Location and Description

The Site is located in the Bronx, Bronx County, New York and is identified as Block 2458 and Lot 35 on the New York City Tax Map Tax Map (see **Figure 2**). The Site is situated on an approximately 15,597-square foot (sf) area bounded by East 156th Street to the north, beyond which lies an indoor parking garage and residential buildings to the north, a furniture and poultry corporation to the south, Concourse Village West to the east, beyond which lies KIPP Academy Elementary School, and Grand Concourse to the west, beyond which is Franz Sigel Park. The boundaries of the Site are more fully described in **Appendix A –Environmental Easement**. The owners of the Site parcels at the time of issuance of this SMP are:

Concourse Village West Owner LLC; and

HP Concourse Village West Housing Development Fund Company, Inc.

2.2 Physical Setting

2.2.1 Land Use

The Site is currently in the process of being improved by a single building as a component of the redevelopment. The proposed building on the Site will be a 10-story building New York City Housing Preservation and Development (NYCHPD)-assisted affordable housing development with below grade parking, a first floor utilized for retail space, a recreation room and laundry room with a residential lobby fronting along Concourse Village West and approximately 1,110 sf of open, paved, recreation space in the rear of the property. The remaining floors will be utilized for residential purposes. The cellar will occupy approximately 14,868 sf, requiring excavation of the entire property footprint for installation. Most of the space will be utilized for below grade parking for cars and bicycles, and the ramp leading to the surface (11,210 sf), whereas the mechanical rooms will utilize 1,451 sf. The building will contain 114 affordable residential units.

The current zoning for the Site is C8-3. Typical uses of a C8-district property are automobile showrooms and repair shops, warehouses, gas stations, and car washes -

although all commercial uses (except large, open amusements) as well as certain community facilities are permitted in C8 districts. The current and proposed use of the Site as a mixed-use (commercial/residential) and its surroundings are compatible with the selected remedy.

The properties adjoining the Site and, in the neighborhood, surrounding the Site include commercial and residential properties. The block which the Site occupies is bounded by: Grand Concourse to the west, beyond which is Franz Sigel Park; East 156th Street to the north, beyond which lies an indoor parking garage and residential buildings; Concourse Village West to the east, beyond which lies KIPP Academy Elementary School; and a furniture and poultry corporation to the south. The remainder of the block is developed with residential buildings and a church.

2.2.2 Geology

Due to the nature of the local geography, associated with bedrock shelves located in the area, there is a fairly significant change in elevation moving both north (i.e., north along Concourse Village West to the intersection of East 156th Street) and west along East 156th Street. The Site slopes from a low elevation of +50.46 to a high elevation of +58.77, as surveyed using the North American Vertical Datum of 1988 (NAVD 88), along Concourse Village West. Moving west, the elevation slopes from +58.77 to an elevation of +66.73, along the proposed back property line of the Site. The average elevation of the Site used for the creation of redevelopment documents is approximately +57.34, measured in NAVD88.

The subsurface conditions consist of: fill soils; glacial outwash sand deposits; varved glacial lake deposits consisting predominately of silt and low plasticity clay; and bedrock. The fill typically consists of sand with varying amounts of ash, cinders, and glass, and was observed up to 33 ft. bgs on the Site. Silts, clays, and underlying clays consisted of predominantly fine grained varved glacial lake deposits below the surface fill soil layer. Based upon regional topographic and geologic maps. Bedrock was encountered at approximately 50 ft. bgs and weathered bedrock was encountered at approximately 70 ft. bgs. The Site slopes from a low elevation of +50.46 to a high elevation of +58.77, as

surveyed using NAVD 88, along Concourse Village West. Moving west, the elevation slopes from +58.77 to an elevation of +66.73, along the proposed back property line of the Site.

Site specific boring logs completed prior to the Remedial Action (RA) are provided in **Appendix C**.

2.2.3 Hydrogeology

The general direction of groundwater flow across the Site is to the southeast, with recorded groundwater elevations contoured from +27.41 to +29.5 ft. bgs. A groundwater contour map showing Site-specific groundwater elevations and the estimated groundwater flow direction is shown in **Figure 3**. Gauging of these monitoring wells was completed in October 2017. The monitoring well gauging network consisted of historic monitoring wells located within and adjacent to the Site (ET MW-8, ET MW-24, and ET MW-28A), which were still present following start of the Remedial Action. Groundwater elevation data is provided in **Figure 3**. Groundwater monitoring well construction logs are provided in **Appendix C**. All monitoring wells, excepting ET MW-8, have been destroyed during implementation of the remedial activities.

2.3 Investigation and Remedial History

The following narrative provides a remedial history timeline and a brief summary of the available project records to document key investigative and remedial milestones for the Site. Full titles for each of the reports referenced below are provided in Section 6.0 - References.

2.3.1 2001 URS Corporation Phase I and Phase II Investigations

URS Corporation (URS) performed a Phase I ESA in 2001 on a property located on the east side of Concourse Village West owned by the New York City School Construction Authority (NYCSCA). This property of concern, located at 703 Concourse Avenue, Bronx, New York, was the approximate former location of the Motthaven Rail Yard.

The results of the ESA indicated that the property had been formerly utilized as a rail yard and that a manufactured gas plant (MGP) had also been located at the yard (but not on-site because the rail yard was larger than the current BCP site). In addition, gasoline stations had historically been located on some of the surrounding properties located directly to the west of the property on Concourse Village West.

A subsequent Phase II ESA was also performed in 2001. The results of the Phase II indicated that groundwater in the northwestern portion of the former rail yard, near the intersection of Concourse Village West and E. 156th Street, was contaminated with petroleum-related VOCs.

2.3.2 2005 Shaw Environmental Phase II Investigation

A Phase II Investigation was performed by Shaw Environmental (Shaw) in 2005. This investigation included the installation of permanent monitoring wells both on the rail yard property and along Concourse Village West (MW-8, MW-9, MW-18, MW-20, and MW-21). The Shaw investigation concluded that all volatile organic compound (VOC) contamination in groundwater both on and off the NYCSCA site, was “associated with the historic operation of a filling station/auto repair facility adjacent to and immediately upgradient of the Site.” Based on the groundwater flow direction (as determined by Shaw), it is believed the filling station/auto repair facility they refer to is the 173 East 156th Street property located immediately upgradient of the Site.

As a result of the URS and Shaw investigations, NYSDEC assumed responsibility for investigating the groundwater investigation in the area. Upon assuming responsibility of investigating the groundwater impacts, the NYSDEC Spills Division assigned Spill No. 05-51708 to the property.

2.3.3 2006 EnviroTrac Ltd. Subsurface Investigation Report – NYSDEC Spill Numbers 05-51708 & 06-06610

In 2006, a Subsurface Investigation was initiated to identify potential sources of the VOCs discovered in groundwater in the area surrounding the Site. NYSDEC Spill Number 05-51708 was assigned to the identified groundwater contamination and the 173 East 156th Street property, located immediately north of the Site across East 156th Street. Spill

Number 06-06610 was also assigned to 173 East 156th Street property in 2006. Both spill numbers have since been combined under Spill Number 05-51708 and an investigation is being performed under that number. Spill Number 06-06610 has been administratively closed.

EnviroTrac was retained by the NYSDEC in 2006 under NYSDEC Spill No. 05-51708 to perform an investigation of petroleum impacts prior to construction of the Mott Haven School Campus located on Concourse Village West, Bronx, New York. The 2006 investigation focused on identifying potential sources of the VOC contamination in the area, focusing on 751 Concourse Village West (aka, 173 East 156th Street), which is assigned NYSDEC Spill No. 05-51708. Included in this investigation was the Site of this Remedial Action Work Plan (RAWP), located at 180 East 156th Street, which is directly south of the spill site.

Though the report describes findings at both locations, only results relating to the Site being remediated under this RAWP are discussed below.

As part of this Subsurface Investigation, GPR surveys were performed at the Site on April 29, 2006 and December 1, 2006. Neither of the GPR surveys produced any evidence of USTs. This included any anomalies that would be indicative of large-scale excavation, such as UST installations or removals.

As part of this investigation, a total of seven (7) soil borings were advanced to approximately 35 feet below ground surface (ft. bgs). Four (4) of these soil borings were on-Site and three were located to the north. Field observations noted that fill material was present to a depth of approximately 30 to 32 ft. bgs. No visible or olfactory evidence of petroleum contamination was observed in the fill/ash. Native soil and groundwater were encountered directly below the fill layer. Saturated soils at the smear zone, where the groundwater fluctuates during seasonal elevations, displayed moderate staining and/or odors that were typical of petroleum impacts. Any staining present decreased in intensity as the boring was advanced to native material, with most impacts negligible at 35 ft. bgs.

The four (4) boring locations on-Site were used to install four (4) monitoring wells: MW-23, MW-24, MW-25, and MW-26. The monitoring wells were installed with a 15-foot screened interval that was approximately 10-feet into the groundwater table. After installation, the monitoring wells were developed as per NYSDEC protocol.

Soil samples collected at the Site were submitted for VOC analysis, with the single sample showing moderate staining also submitted for semi-volatile organic compound (SVOC) analysis. A review of the laboratory data indicated that all samples from the fill material located above the groundwater table exhibited low or trace concentrations of VOCs. The samples obtained from the native soils within the groundwater table, approximately 30 to 34 ft. bgs, exhibited elevated concentrations of VOCs associated with the following compounds: sec Butylbenzene, n-Butylbenzene, Ethylbenzene, Naphthalene, and n-Propylbenzene.

The monitoring wells were sampled on January 9, 2007 and analyzed for VOCs and SVOCs. Low levels of VOCs were detected in groundwater across the Site, but significant concentrations were observed of the following petroleum-related compounds: benzene, toluene, ethylbenzene, and xylenes (collectively known as BTEX). Methyl Tert Butyl Ether (MTBE), a known gasoline additive, was not detected during this sampling event. Elevated concentrations of naphthalene were observed at the northern-most monitoring wells on-Site, MW-23 and MW-24.

The results of the VOC laboratory analysis for the monitoring wells located on-Site are summarized below:

Monitoring Well	Benzene	Toluene	Ethylbenzene	Xylene	BTEX	MTBE	Total VOCs
MW-23	28	3,400	2,700	6,500	12,628	ND	12,767
MW-24	ND	4,300	2,100	10,000	16,400	ND	16,597
MW-25	ND	ND	9.8	9.4	19.2	ND	33.1
MW-26	ND	ND	ND	ND	ND	ND	0.6

Notes:

All results in Micrograms per Liter (µg/L)

ND=Results below Method Detection Limit (MDL)

EnviroTrac confirmed the presence of a VOC plume in the area surrounding and under the Site, but the exact source of this contamination was not confirmed. EnviroTrac presumed the VOC plume to be migrating from the 751 Concourse West property.

EnviroTrac recommended further investigation into the Site, since a source area could not be confirmed. Given the location of the monitoring wells, EnviroTrac advised that the future investigation should focus on the northern portion of the Site. Also, any investigation performed on the Site should also include the fuel oil tank located in the apartment building to the west of the Site, which was not included in the scope of the 2006 investigation.

2.3.4 2008 to 2011 EnviroTrac Ltd. Status Reports

Various additional investigation items were completed by EnviroTrac under NYSDEC direction from 2008 to 2011. The following items were discussed as part of the property history associated with NYSDEC Spill No. 05-51708, and contain further investigations completed by EnviroTrac:

- Requests to gain access to the 751 Concourse Village West partial basement, where Spill No. 05-51708 is suspected of originating, were denied;
- A concrete tank pad in the northern section of 751 Concourse Village West was investigated by the owner. A large, unused, UST was removed by the owner and a report was submitted for NYSDEC review. EnviroTrac was not present for the removal;
- In December 2008, EnviroTrac installed two borings, B-27 and B-28, south of 751 Concourse Village West, along East 156th Street to further investigate Spill No. 05-51708. These soil borings were converted to monitoring wells MW-27 and MW-28 and were incorporated into the findings of the previous spill investigation;
- On April 15, 2009, MW-27 and MW-28 were surveyed and all Site monitoring wells were gauged and sampled;
- On January 2010, free-phase product was discovered in MW-27, which is north of the Site. Forensic testing estimated the product to be approximately 20 years old;

- At the direction of the NYSDEC, ten (10) Enhanced Fluid Recovery (EFR) events were conducted at 751 Concourse Village West from February through June 2010. The EFR events were stopped in June 2010 at the direction of the NYSDEC who informed EnviroTrac that the responsible party (i.e., the owner of 751 Concourse Village West) was taking over the performance of the EFR.
- Identification of a jet grout hydraulic barrier installed from 22 to 52 ft. bgs, with the deeper installation closest to the Site. This grout barrier was installed as part of the school development to the east of Concourse Village West. The grout barrier may cause the groundwater contour to distort and flow in a more southerly direction.

The most recent 2011 Status Report highlighted the monitoring wells which showed elevated levels of VOCs in at least two (2) of the on-Site monitoring wells. This report also shows an area of elevated VOC contamination in the groundwater near the southeast corner of the Site. According to this report, the installation of MW-27 and MW-28 indicate that 751 Concourse Village West is a likely source of the VOCs detected in the groundwater at 180 East 156th Street. The BTEX plume determined from this sampling event is included as **Figure 4** of this SMP. Note that the plume figure includes the location of the subsurface hydraulic barrier located to the east of the Site, which may potentially be influencing groundwater flow.

Based upon results up to this point, EnviroTrac recommended the following:

- Installation of additional borings, test pits, and monitoring wells at 751 Concourse Village West to further delineate both the groundwater plume and the soil contamination detected in the vicinity of the USTs.
- Investigation of a suspected fuel-oil tank in the basement of 751 Concourse Village West.
- Installation of wells along the northern property boundary of 751 Concourse Village West to determine if any contamination is migrating onto this property from 783 Concourse Village West.
- Wells on both the east and west sides of Concourse Village should be monitored concurrently.
- EnviroTrac recommends that possible preferential pathways, such as underground utilities and penetrations or cracks in the foundation of the

retaining wall be investigated. At a later point in time, it was determined this was very unlikely due to the depth of groundwater compared to the standard depth of most utilities in the area (approximately 5 ft. bgs).

2.3.5 2013 Environmental Project Data Statements Company Phase I Environmental Site Assessment Report

EPDSCO conducted a Phase I ESA in April 2013 of the Site. The assessment included a Site inspection, historical research, and a regulatory review of the Site. The report identified and discussed the Sanborn maps associated with the Site, as well as the two reports completed by EnviroTrac (as discussed in the Sections above).

The 1951 through 2007 Sanborn maps show the presence of four, 550-gallon underground gasoline tanks in the building at 751 Concourse Village West. The following environmental conditions in connection with the Site were identified in the Phase I:

- Concentrations of VOCs in excess of applicable regulatory standards exist in the groundwater below the Site;
- The Site is underlain by approximately 30 feet of fill material consisting primarily of ash and cinders. The origin of this fill material is not known; and
- The potential for site contamination from past on-Site gasoline filling station/auto repair operations, including spills, leaks from underground tanks of hydraulic lift units and discharges to on-Site drainage structures, particularly on the northern portion of the Site, in and around the subject building, and near the southwest corner of the property.

2.3.6 2017 GTA Engineering Services of New York, P.C. Geotechnical Exploration Report

A geotechnical investigation of the Site was conducted in 2017 by GTA. The relevant findings of the investigation include the identification of a fill layer underneath the Site, which is underlain by native soil and bedrock. The fill material was encountered beneath the surface materials and extended to depths of approximately 26 to 33 feet below the parking lot surface. The fill primarily consisted of sand with varying percentages of silt, gravel, and construction debris. Native soils consisting of naturally deposited soils of glacial origin were encountered beneath the fill material in the borings. The natural soils

generally consisted of silty sand with varying percentages of gravel. Highly weathered Schist bedrock was identified at depths ranging from 60 to 70 feet.

2.3.7 2017 GEI Consultants, Inc., P.C. Remedial Investigation Work Plan and Supplemental Remedial Investigation Work Plan

A Remedial Investigation (RI) was completed at the Site by GEI in February 2017, with a Supplemental Remedial Investigation (SRI) completed by GEI later that year in October 2017. Soil, groundwater, and soil vapor samples were collected during the course of the RI and SRI to determine the nature, magnitude, and extent of contamination occurring in various media at the Site.

Results of these investigations indicate that soil exceedances above the groundwater table were limited to SVOCs and metals commonly associated with historic fill soils. The historic fill layer was present throughout the Site and typically consisted of sand with varying amounts of ash, cinders, brick, glass other debris. The identified soil impacts were primarily present within the historic fill unit on-Site; however, some impacts do extend into the underlying native soil.

Groundwater at the Site was impacted with VOCs (specifically, petroleum-related compounds), SVOCs and metals. It is likely that these detections are related to the previously identified petroleum spill (and associated groundwater plume) that has been attributed to the former gas station located on the property across 156th Street to the north (751 Concourse Village West, also known as, 173 East 156th Street). Based on the groundwater flow direction and the potential presence of USTs on properties to the west of the Site, such as the apartment buildings that reportedly contain fuel-oil USTs, it is possible that one or more off-Site sources and/or an on-Site source may also be contributing to the on-Site petroleum-impacts in groundwater. Following implementation of the Remedial Action (RA), a potential on-Site source was investigated under the Supplemental Investigation Work Plan (SIWP), discussed in Section 2.3.9.

Several petroleum-related and chlorinated VOCs were detected in the soil vapor samples collected. Many of these compounds were also detected in the outdoor air sample,

but at lower concentrations. The potential for soil vapor intrusion will be addressed as part of the redevelopment of the Site under this SMP

2.3.8 2017 GEI Consultants, Inc., P.C. Remedial Action Work Plan

An initial draft of a RAWP was generated by in November 2017 GEI following identification of impacts in soil, groundwater, and groundwater media. The following is a summary of the activities completed during the RA to address the impacted soil and groundwater at the Site:

- Excavation of soil and materials to a minimum depth of 15-ft. bgs, thus meeting NYSDEC Track 2 cleanup requirements;
- Removal of five (5) Underground Storage Tanks (USTs) discovered within the Site;
- No groundwater remediation was completed through petroleum-impacts were identified following completion of the SIWP (discussed in Section 2.3.5);
- Screening for indications of contamination by visual means, odor, and monitoring with a photoionization detector (PID) of all excavated soil during any intrusive site work;
- Collection and analysis of end-point soil samples to evaluate the performance of the remedy with respect to attainment of soil cleanup objectives (SCOs);
- Import of materials to be used for backfill and cover in compliance with: (1) chemical limits and other specifications listed in Part 375-6.7(d), and (2) all Federal, State and local rules and regulations for handling and transport of material;
- Appropriate off-site disposal of all material removed from the Site in accordance with all Federal, State and local rules and regulations for handling, transport, and disposal;
- Recording of a Deed Restriction, including Institutional Controls, to prevent future exposure to any residual contamination remaining at the Site;
- Publication of a Site Management Plan for long term management of residual contamination as required by the Deed Restriction, including plans for: (1) Institutional and Engineering Controls, (2) monitoring, and (3) reporting.

2.3.9 2018 GEI Consultants, Inc., P.C. Supplemental Investigation Work Plan

A SIWP was generated in response to a NYSDEC request concerning additional soil characterization from 15-ft. bgs to the water table and to further address the potential for a then-undiscovered on-Site petroleum source within the Site boundary. Following implementation of the RAWP, when no staining or potential petroleum-sources were identified on-Site, this SIWP was completed of soils in the vicinity of the water table interface and groundwater that would remain below the to-be-constructed foundation. The VOC exceedances detected during a previous investigation within the Site had historically been attributed to an upgradient spill.

Of the 14 soil samples collected, only a single soil sample location exhibited petroleum compounds exceeding Restricted Residential Soil Cleanup Objectives (RRSCOs) of ethylbenzene (140 milligram per kilogram [mg/kg]) and xylenes (710 mg/kg). It should be noted that this sample was collected deeper into the water table, approximately 5-feet deeper, and shallower samples collected at this location directly above and at the water table interface did not have RRSCO exceedances. It was possible that exceedances noted at this sample interval below the water table were exacerbated by the saturation of the soils collected with impacted groundwater and are not a confirmation of soil impacts at the Site. No other soils collected had petroleum-compounds exceedances of RRSCOs.

Of the collected groundwater samples, petroleum-related VOC exceedances were documented in two (2) on-Site wells and a single historic monitoring well, with a majority of the compound maximum concentrations identified the monitoring well installed closest to the active off-site NYSDEC spill.

During implementation of both the RAWP and SIWP field activities, a RAWP was generated for NYSDEC Spill No. 05-51798 to be implemented during 2019. In this RAWP, the background specifically states that, "Petroleum contamination was initially detected in soil and groundwater at the property located at 180 East 156th Street (to the south of 173 East 156 Street) and a state-funded PIN job was opened. In the course of

investigating that site, it was suspected that contamination might be migrating onsite from the property at 173 East 156th street. Investigations at 173 East 156th Street confirmed this was the case and NYSDEC Spill Case # 0551708 was opened.” It has been documented that the surrounding area slopes dramatically southwest, so there is a high probability that the upgradient plume originating from the property at 173 East 156th Street may have migrated through subsurface utilities located in Concourse Village West, but the proposed additional sampling in the sidewalks surrounding this property has not been completed at this time.

Based on the BTEX exceedances identified, their locations, and the pending RAWP-implementation at 173 East 156th Street, GEI proposed that no groundwater treatment be implemented at this Site to the NYSDEC on May 10, 2019. Approval from the NYSDEC to not implement groundwater treatment was granted on May 15, 2019.

To continue documentation of groundwater impacts entering from off-Site and leaving the Site property boundary, GEI proposes the installation of permanent monitoring wells as a component of this Site’s SMP. These monitoring wells would be installed upgradient of the Site, in a location similar to where temporary monitoring well SIN-MW-1 was installed, and along Concourse Village West to identify any plume migration originating from 173 East 156th Street. Due to the age of ET-MW-8, and the high possibility of screen damage/failure/fouling, this monitoring well will be decommissioned and a new permanent monitoring well installed upgradient of this location.

2.4 Remedial Action Objectives

The Remedial Action Objectives (RAOs) for the Site as listed in the Decision Document dated October 2018 are as follows.

2.4.1 Soil

RAOs for Public Health Protection

- Prevent ingestion/direct contact with contaminated soil.
- Prevent inhalation of or exposure from contaminants volatilizing from contaminants in soil.

RAOs for Environmental Protection

- Prevent migration of contaminants that would result in groundwater or surface water contamination.

2.4.2 Groundwater

RAOs for Public Health Protection

- Prevent ingestion of groundwater with contaminant levels exceeding drinking water standards.
- Prevent contact with, or inhalation of, volatiles from contaminated groundwater.

RAOs for Environmental Protection

- Restore ground water aquifer to pre-disposal/pre-release conditions, to the extent practicable.
- Remove the source of ground or surface water contamination.

2.4.3 Soil Vapor

RAOs for Public Health Protection

- Mitigate impacts to public health resulting from existing, or the potential for, soil vapor intrusion into buildings at a site.

2.5 Remaining Contamination

2.5.1 Soil

The RA addressed historic fill material and impacted soils within the Site boundary through excavation to a minimum depth of 15-ft. bgs. No soil contamination at concentrations above RRSCOs remains on the Site at elevation shallower than 15-ft. bgs. Directly below the poured foundation, minor RRSCO exceedances were documented in the endpoint for SVOCs and metals. SVOC RRSCO exceedances were limited to the duplicate sample of a single location (EP-3) of benzo(b)fluoranthene (1.1 mg/kg) and indeno(1,2,3-cd)pyrene (0.60 mg/kg). The metal exceedances were limited to the following compounds: lead (maximum at EP-5, 453 milligrams per kilogram [mg/kg]) and mercury (maximum at EP-5, 1.2 mg/kg).

Exceedances of [Unrestricted Use Site Cleanup Objectives \(UUSCOs\)](#) were documented in all eight (8) of the end-point samples, specifically for VOCs, SVOCs, and metals.

Table 2a details the contamination remaining in-place directly below the foundation, sampled as RA end-points. **Table 2b** details the contamination remaining below the Site approximately at the groundwater table, as sampled during the implementation of the SIWP. **Figure 5** summarizes the results of all soil samples collected that exceed the UUSCOs and the RRSCOs at the Site after completion of remedial action.

2.5.2 Groundwater

The RA addressed groundwater through removal of soils within the Site located above the groundwater table. The most recent groundwater data collected for this Site was during the implementation of the SIWP. A total of five (5) groundwater samples were collected during completion of the SIWP; two (2) samples were collected in August 2018 and the remaining three (3) collected during the September 2018 sampling event. Below is a summary of exceedances identified in the groundwater that are assumed to be present pre-RA at upgradient NYSDEC Spill No. 05-51798:

Petroleum-related VOC exceedances were documented in SIN-MW-1, SIN-MW-2A, and ET-MW-8, with the following maximum compounds exceedances as noted:

- Ethylbenzene (1600 micrograms per liter [$\mu\text{g/L}$] in SIN-MW-1);
- o-Xylene (200 $\mu\text{g/L}$ in ET-MW-8);
- m/p-Xylene (2,300 $\mu\text{g/L}$ in SIN-MW-1); and
- Total Xylene (2,354 $\mu\text{g/L}$ in SIN-MW-1).

ET-MW-8 was the sole location where benzene (estimated value of 4.7 $\mu\text{g/L}$) and toluene (29 $\mu\text{g/L}$) were detected in exceedance of the New York State's Ambient Water Quality Standards and Guidance Values for GA groundwater (AWQS).

Non-petroleum-related compounds exceedances were limited to acetone, isopropylbenzene, and 2-butanone. Isopropylbenzene exceedances were observed in SIN-MW-1, SIN-MW-2A, and ET-MW-8, with a maximum of 110 $\mu\text{g/L}$ detected in SIN-MW-

1. The 2-butanone and acetone exceedances were solely detected in SIN-MW-1 with concentrations of 160 µg/L and 240 µg/L, respectively.

SVOC exceedances were limited to monitoring wells SIN-MW-1 and ET-MW-8. Exceedances were recorded for naphthalene in ET-MW-8 (43 µg/L) and p-cresol in SIN-MW-1 (estimated value of 3.2 µg/L). No other exceedances for SVOCs were recorded.

No pesticides or PCBs were detected at levels exceeding AWQS.

Metals exceedances were identified in all three (3) of the monitoring wells samples, with the following maximum exceedances:

- Antimony (10.7 µg/L in SIN-MW-1);
- Arsenic (maximum 53.5 µg/L in SIN-MW-1);
- Chromium (129 µg/L in ET-MW-8);
- Iron (maximum 163,000 µg/L in ET-MW-8);
- Lead (maximum 130 µg/L in ET-MW-8 [this was detected also in the associated method blank]);
- Magnesium (63,100 µg/L in ET-MW-8);
- Manganese (maximum 8,130 µg/L in ET-MW-8);
- Mercury (1.6 µg/L in ET-MW-8);
- Nickel (123 µg/L in ET-MW-8);
- Selenium (11.1 µg/L in SIN-MW-1);
- Sodium (maximum 429,000 µg/L in SIN-MW-1); and
- Thallium (0.93 µg/L in ET-MW-8).

Dissolved analysis for iron and manganese in these monitoring wells generally highlighted a large reduction in concentration. A majority of the groundwater metal exceedances detected were at historic monitoring well ET-MW-8, which was installed in 2005, potentially indicating that the sand pack of this monitoring well has been fouled and is allowing the infiltration of sediment into the monitoring well water column.

PFAS and 1,4-Dioxane were analyzed in groundwater and compared to the recent screening levels provided by the NYSDEC. 1,4-Dioxane was detected in ET-MW-8 in exceedance of the 0.35 µg/L screening level with a concentration of 0.73 µg/L. The USEPA has established a health advisory for per-fluorooctanoic acid (PFOA) and per-fluorooctanesulfonic acid (PFOS) of 70 nanograms per liter (ng/L). Analytical results

collected SIN-MW-1 and SIN-MW-2A exceeded the health advisory level established for PFOS, with detections of 89.3 ng/L and 103 ng/L, respectively. The total PFOA and PFOS concentrations at SIN-MW-1 and SIN-MW-2A are 103.5 ng/L and 112.45 ng/L, respectively. No monitoring well exceeded the total PFAS health advisory level established of 500 ng/L.

Groundwater quality following the RA will be presented based on the results of sampling the proposed post-remediation monitoring wells. The monitoring network and sampling scope of work will be presented in an addendum to this SMP.

Table 3 and Figure 6 summarize the results of all samples of groundwater that exceed the SCGs prior to and during implementation of the RA.

2.5.3 Soil Vapor

Table 4 and Figure 7 summarize the results of historical soil vapor samples with exceedances of the New York State Department of Health (NYSDOH) Soil Vapor/Indoor Air Guidance Values. A soil vapor intrusion evaluation will be performed in the proposed onsite buildings prior to occupancy once they have been completed.

3.0 INSTITUTIONAL CONTROL PLAN

3.1 General

Since remaining contamination exists at the Site below 15-ft. bgs, Institutional Controls (ICs) are required to protect human health and the environment. This IC Plan describes the procedures for the implementation and management of all ICs at the site. The IC Plan is one component of the SMP and is subject to revision by the NYSDEC.

This plan provides:

- A description of all ICs on the Site;
- The basic implementation and intended role of each IC;
- A description of the key components of the ICs set forth in the Environmental Easement;
- A description of the controls to be evaluated during each required inspection and periodic review;
- A description of plans and procedures to be followed for implementation of ICs, such as the implementation of the Excavation Work Plan (EWP) (as provided in **Appendix D**) for the proper handling of remaining contamination that may be disturbed during maintenance or redevelopment work on the Site; and
- Any other provisions necessary to identify or establish methods for implementing the ICs required by the site remedy, as determined by the NYSDEC.

3.2 Institutional Controls

A series of ICs is required by the Decision Document to: (1) prevent future exposure to remaining contamination; and, (2) limit the use and development of the site to Restricted Residential, Commercial and/or Industrial uses only. Adherence to these ICs on the site is required by the Environmental Easement and will be implemented under this SMP. ICs identified in the Environmental Easement may not be discontinued without an amendment to or extinguishment of the Environmental Easement. The IC boundaries are shown on **Figure 2** and are described in **Appendix A- Environmental Easement**. These ICs are:

- The property may be used and developed for: restricted residential use as defined by Part 375-1.8(g), although land use is subject to local zoning laws;

- The remedial party or Site owner are required to complete and submit to the Department a periodic certification of institutional and engineering controls in accordance with Part 375-1.8(h)(3);
- Restrict [the use of groundwater underlying the property](#) as a source of potable of process water, [without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health](#); and
- Compliance with the Department approved Site Management Plan.

3.3 Engineering Controls

The need for engineering controls at the Site will be based on the results of the soil vapor intrusion evaluation to be performed once the new building has been constructed.

3.4 Criteria for Completion of Remediation/Termination of Remedial Systems

Generally, remedial processes are considered completed when monitoring indicates that the remedy has achieved the remedial action objectives identified by the decision document. The framework for determining when remedial processes are complete is provided in Section 6.4 of NYSDEC DER-10.

3.5 Monitoring Wells Associated with Monitored Natural Attenuation

Groundwater monitoring activities to assess natural attenuation will be completed following installation of permanent monitoring wells, as discussed in Section 4.3. Following completion of RA activities upgradient at NYSDEC Spill No. 05-51798, groundwater shall be sampled annually, until residual groundwater concentrations are found to be consistently below ambient water quality standards or have become asymptotic at an acceptable level over an extended period. In the event that monitoring data indicates that monitoring for natural attenuation may no longer be required, a proposal to discontinue the system will be submitted by the remedial party. Monitoring will continue until permission to discontinue is granted in writing by the NYSDEC. If groundwater contaminant levels become asymptotic at a level that is not acceptable to the NYSDEC, treatment and/or control measures will be evaluated.

4.0 MONITORING AND SAMPLING PLAN

4.1 General

This Monitoring and Sampling Plan describes the measures for evaluating the overall performance and effectiveness of the remedy. This Monitoring and Sampling Plan may only be revised with the approval of the NYSDEC. Details regarding the sampling procedures, data quality usability objectives, analytical methods, etc. for all samples collected as part of site management for the site are included in the Quality Assurance Project Plan provided in **Appendix E**.

This Monitoring and Sampling Plan describes the methods to be used for:

- Sampling and analysis of all appropriate media following completion of the RA (e.g., groundwater, indoor air, and sub-slab soil vapor);
- Assessing compliance with applicable NYSDEC standards, criteria and guidance (SCGs), particularly groundwater standards and the Guidance for Evaluating Soil Vapor Intrusion in the State of New York; and
- Evaluating Site information periodically to confirm that the remedy continues to be effective in protecting public health and the environment;

To adequately address these issues, this Monitoring and Sampling Plan provides information on:

- Sampling locations, protocol and frequency;
- Analytical sampling program requirements;
- Inspection and maintenance requirements for monitoring wells;
- Monitoring well decommissioning procedures; and
- Annual inspection and periodic certification.

Reporting requirements are provided in Section 6.0 of this SMP.

4.2 Site-wide Inspection

Site-wide inspections will be performed annually. Modification to the frequency or duration of the inspections will require approval from the NYSDEC. Site-wide inspections will also be performed after all severe weather conditions that may affect the remaining contamination at the site. A comprehensive site-wide inspection will be conducted and

documented according to the SMP schedule, regardless of the frequency of the Periodic Review Report.

During an inspection, an inspection form will be completed as provided in **Appendix F** – Site Management Forms. The inspections will determine and document the following:

Compliance with all ICs, including Site usage;

- General site conditions at the time of the inspection;
- The site management activities being conducted including, where appropriate, confirmation sampling and a health and safety inspection; and
- If these controls continue to be protective of human health and the environment;
- Compliance with requirements of this SMP and the Environmental Easement;
- If Site records are complete and up to date.

Reporting requirements are outlined in Section 6.0 of this plan.

Inspections will also be performed in the event of an emergency. An inspection of the site will be conducted within 5 days of the event to verify the effectiveness of the ICs implemented at the site by a qualified environmental professional, as determined by the NYSDEC. Written confirmation must be provided to the NYSDEC within 7 days of the event that includes a summary of actions taken, or to be taken, and the potential impact to the environment and the public.

4.3 Post-Remediation Media Monitoring and Sampling

As previously stated in Section 2.3.9, the installation of permanent monitoring wells was contemplated as a component of this Site's SMP. The monitoring wells would be installed upgradient of the Site, in a location similar to where temporary monitoring well SIN-MW-1 was installed, and along Concourse Village West to identify any plume migration originating from 173 East 156th Street. Due to the age of ET-MW-8, and the high possibility of screen damage/failure/fouling, this monitoring well will be

decommissioned and a new permanent monitoring well installed upgradient of this location.

It is estimated that a total of four (4) monitoring wells would be adequate to fully delineate potential groundwater impacts that may be leaving the upgradient spill, entering the Site, and then leaving the boundary. Groundwater samples shall be collected from these monitoring wells following installation and on an annual basis following implementation of upgradient NYSDEC Spill No. 05-51798 RAWP. If no groundwater impacts are observed following upgradient RAWP implementation, or impacts are observed to be naturally attenuating, monitoring will only be completed on an as-requested basis.

The proposed sample location identification, the required analytical parameters, and schedule are provided in **Table 5** – Post-Remedial Action Sampling Requirements and Schedule below. Modification to the frequency or sampling requirements will require approval from the NYSDEC.

Table 5. Post Remediation Sampling Requirements and Schedule

Sampling Location	Analytical Parameters			Schedule
	VOCs	Per- and polyfluoroalkyl substances	1,4-Dioxane	
Monitoring Wells CVW-MW-1; CVW-MW2; CVW-MW-3; and CVW-MW-4	X	X	X	Following installation, sample all analytical parameters noted (PFAS and 1,4-Dioxane will be sampled at a single upgradient and downgradient monitoring well). Only VOCs will be sampled the following year. Following 2 years, if no groundwater impacts are observed, monitoring will be completed on an as-requested basis.
Soil Vapor Intrusion Sampling	TBD; addendum will be submitted to this SMP once the on-Site buildings are complete			

Detailed sample collection and analytical procedures and protocols are provided in **Appendix E – Quality Assurance Project Plan**, which includes a Field Sampling Plan. A map showing the location of the proposed post-remediation monitoring wells is provided on **Figure 8**.

4.3.1 Groundwater Sampling

Groundwater monitoring will be performed following installation and annually to assess the performance of the remedy and to identify any groundwater impacts post-RA that may be originating from upgradient NYSDEC Spill No. 05-51798. Modification to the frequency or sampling requirements will require approval from the NYSDEC.

An addendum to this SMP will be submitted summarizing the proposed monitoring well locations and construction details once they are installed.

Monitoring well construction logs will be submitted in an addendum to this SMP.

If biofouling or silt accumulation occurs in the on-site and/or off-site monitoring wells, the wells will be physically agitated/surged and redeveloped. Additionally, monitoring wells will be properly decommissioned and replaced, if an event renders the wells unusable.

Repairs and/or replacement of wells in the monitoring well network will be performed based on assessments of structural integrity and overall performance.

The NYSDEC will be notified prior to any repair or decommissioning of any monitoring well for the purpose of replacement, and the repair or decommissioning and replacement process will be documented in the subsequent Periodic Review Report. Well decommissioning without replacement will be done only with the prior approval of the NYSDEC. Well abandonment will be performed in accordance with NYSDEC's guidance entitled "CP-43: Groundwater Monitoring Well Decommissioning Procedures." Monitoring wells that are decommissioned because they have been rendered unusable will be replaced in kind in the nearest available location, unless otherwise approved by the NYSDEC.

The sampling frequency may only be modified with the approval of the NYSDEC. This SMP will be modified to reflect changes in sampling plans approved by the NYSDEC.

Deliverables for the groundwater monitoring program are specified in Section 6.0 – Reporting Requirements.

4.3.2 Soil Vapor Intrusion Sampling

A soil vapor intrusion evaluation will be performed following completion of the proposed building.

The network of on-site soil vapor intrusion sample locations will be designed and submitted as an addendum to this SMP once the onsite buildings are complete.

4.3.3 Monitoring and Sampling Protocol

All sampling activities will be recorded in a field book and associated sampling log as provided in **Appendix F** - Site Management Forms. Other observations (e.g., groundwater monitoring well integrity, etc.) will be noted on the sampling log. The sampling log will serve as the inspection form for the monitoring network. Additional detail regarding monitoring and sampling protocols are provided in the site-specific Field Sampling Plan provided as Appendix E of this document.

5.0 PERIODIC ASSESSMENTS/EVALUATIONS

5.1 Climate Change Vulnerability Assessment

Increases in both the severity and frequency of storms/weather events, an increase in sea level elevations along with accompanying flooding impacts, shifting precipitation patterns and wide temperature fluctuation, resulting from global climactic change and instability, have the potential to significantly impact the performance, effectiveness and protectiveness of a given site and associated remedial systems. Vulnerability assessments provide information so that the site is prepared for the impacts of the increasing frequency and intensity of severe storms/weather events and associated flooding.

The subject Site is considered to have low vulnerability related to climatic conditions. There are no State or Federal wetlands or floodplains located on the Site. The Site does not employ any remedial systems reliant upon electrical power; the site is serviced by municipal sewer system (storm and sanitary). As such, acute cover system erosion to a depth greater than 12-inches, and the resultant potential exposure to remaining contamination, is highly unlikely.

5.2 Soil Vapor Intrusion Evaluation

A soil vapor intrusion evaluation must be performed prior to initial occupancy of the new buildings improving the Site. The breadth of this evaluation will be determined based upon discussion with the NYSDEC Project manager and NYSDOH. Based upon these discussion and agency requirements, a work plan may need to be developed that requires that sampling be performed. During implementation of the Remedial Investigation, several VOCs were detected in soil vapor but were determined to be typical of background levels found in the metropolitan area, so soil vapor sampling will not be completed at depth below the currently installed foundations

At a minimum, a proposed soil vapor intrusion (SVI) sampling work plan would include the following information:

- A figure showing the proposed vapor intrusion sample locations, which will consist of sub-slab vapor, indoor air, and outdoor air samples; and

- A table of sample locations and analytical parameters to be analyzed along with the minimum reporting limits to be achieved by the NYS ELAP-certified laboratory.

Upon completion of the evaluation, if an action is required, any actions taken or to be taken must be reflected in an updated SMP.

6.0 REPORTING REQUIREMENTS

6.1 Site Management Reports

All Site management inspection events will be recorded on the appropriate site management forms provided in **Appendix F**. These forms are subject to NYSDEC revision.

All applicable inspection forms and other records, including media sampling data generated for the site during the reporting period will be provided in electronic format to the NYSDEC in accordance with the requirements of **Table 6** and summarized in the Periodic Review Report.

Table 6: Schedule of Inspection Reports

Task/Report	Reporting Frequency*
Monthly Progress Report (Ongoing, as necessary)	Monthly through issuance of COC
Groundwater Monitoring Report	Annually, corresponding with groundwater monitoring frequency
Periodic Review Report	Annually

* The frequency of events will be conducted as specified until otherwise modified by the NYSDEC.

All inspections reports will include, at a minimum:

- Date of event or reporting period;
- Name, company, and position of person(s) conducting monitoring/inspection activities;
- Description of the activities performed;
- Where appropriate, color photographs or sketches showing the approximate location of any problems or incidents noted (included either on the checklist/form or on an attached sheet);
- Any observations, conclusions, or recommendations; and

- A determination as to whether contaminant conditions have changed since the last reporting event.

Non-routine event reporting forms will include, at a minimum:

- Date of event;
- Name, company, and position of person(s) conducting non-routine maintenance/repair activities;
- Description of non-routine activities performed; and
- Where appropriate, color photographs or sketches showing the approximate location of any problems or incidents (included either on the form or on an attached sheet).

6.2 Periodic Review Report

A Periodic Review Report (PRR) will be submitted to the Department beginning 16 months after the COC is issued. After submittal of the initial Periodic Review Report, the next PRR shall be submitted annually to the Department or at another frequency as may be subsequently required by the Department. In the event that the site is subdivided into separate parcels with different ownership, a single Periodic Review Report will be prepared that addresses the site described in **Appendix A** -Environmental Easement. The report will be prepared in accordance with NYSDEC's DER-10 and submitted within 30 days of the end of each certification period. Media sampling results will also be incorporated into the Periodic Review Report. The report will include:

- Identification, assessment and certification of all ICs required by the remedy for the site.
- Results of the required annual Site inspections and severe condition inspections, if applicable.
- All applicable Site management forms and other records generated for the Site during the reporting period in the NYSDEC-approved electronic format, if not previously submitted.
- A summary of any data and/or information generated during the reporting period, with comments and conclusions, if any
- A Site evaluation, which includes the following:

- The compliance of the remedy with the requirements of the site-specific RAWP, ROD or Decision Document;
- Any new conclusions or observations regarding site contamination based on inspections or data generated;
- Recommendations regarding any necessary changes to the remedy; and
- The overall performance and effectiveness of the remedy.

6.3 Certification of Institutional Controls

Following the last inspection of the reporting period, a Professional Engineer licensed to practice in New York State will prepare, and include in the PRR, the following certification will be provided to the Department as per the requirements of NYSDEC DER-10:

“For each institutional control identified for the site, I certify that all of the following statements are true:

- *The institutional control employed at this site is unchanged from the date the control was put in place, or last approved by the Department;*
- *Nothing has occurred that would impair the ability of the control to protect the public health and environment;*
- *Nothing has occurred that would constitute a violation or failure to comply with any site management plan for this control;*
- *Access to the site will continue to be provided to the Department to evaluate the remedy, including access to evaluate the continued maintenance of this control;*
- *If a financial assurance mechanism is required under the oversight document for the site, the mechanism remains valid and sufficient for the intended purpose under the document;*
- *Use of the site is compliant with the environmental easement.*
- *The information presented in this report is accurate and complete.*

I certify that all information and statements in this certification form are true. I understand that a false statement made herein is punishable as a Class “A” misdemeanor, pursuant to Section 210.45 of the Penal Law. I, [name], of [business address], am

certifying as [Owner/Remedial Party or Owner's/Remedial Party's Designated Site Representative] (and if the site consists of multiple properties): [and I have been authorized and designated by all site owners to sign this certification] for the site."

- *No new information has come to my attention, including groundwater monitoring data from wells located at the site boundary, if any, to indicate that the assumptions made in the qualitative exposure assessment of off-site contamination are no longer valid; (and)*

For BCP projects, every five years the following certification will be added:

- *The assumptions made in the qualitative exposure assessment remain valid.*

The signed certification will be included in the PRR, if such report is required for the period. Otherwise, the Certification will be submitted as a stand-alone document.

The Periodic Review Report/Certification will be submitted, in electronic format, to the NYSDEC Central Office, the NYSDEC Regional Office in which the site is located and the NYSDOH Bureau of Environmental Exposure Investigation. The Periodic Review Report/Certification may need to be submitted in hard-copy format, as requested by the NYSDEC project manager.

6.4 Corrective Measures Work Plan

If any component of the remedy is found to have failed, or if the periodic certification cannot be provided due to the failure of an institutional control, a Corrective Measures Work Plan will be submitted to the NYSDEC for approval. This plan will explain the failure and provide the details and schedule for performing work necessary to correct the failure. Unless an emergency condition exists, no work will be performed pursuant to the Corrective Measures Work Plan until it has been approved by the NYSDEC. Upon completion of the Corrective Measure, a signed certification form must be submitted to the Department.

7.0 REFERENCES

6NYCRR Part 375, Environmental Remediation Programs. December 14, 2006.

Environmental Project Data Statements Company, Phase I Environmental Site Assessment Report. April 2013

EnviroTrac Ltd., Subsurface Investigation Report. 2006.

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Tables

Table 2a. Post-Remedial Action Soil Sample Exceedances – Remedial Action End-Point Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO	Sample Name	EP-1	EP-2	EP-3	DUP-1
					Depth	15 ft	15 ft	15 ft	15 ft
					Depth Unit	9/19/2018	9/19/2018	7/31/2018	7/31/2018
					Sample Date				
					Parent Sample				
Volatile Organic Compounds					mg/Kg				
1,1,1,2-Tetrachloroethane		630-20-6	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,1,1-Trichloroethane		71-55-6	0.68	100		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,1,2,2-Tetrachloroethane		79-34-5	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,1,2-Trichloro-1,2,2-trifluoroethane		76-13-1	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,1,2-Trichloroethane		79-00-5	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,1-Dichloroethane		75-34-3	0.27	26		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,1-Dichloroethene		75-35-4	0.33	100		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,2,3-Trichlorobenzene		87-61-6	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,2,4-Trichlorobenzene		120-82-1	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,2-Dibromo-3-Chloropropane		96-12-8	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,2-Dichlorobenzene		95-50-1	1.1	100		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,2-Dichloroethane		107-06-2	0.02	3.1		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,2-Dichloropropane		78-87-5	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,3-Dichlorobenzene		541-73-1	2.4	49		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,4-Dichlorobenzene		106-46-7	1.8	13		0.0012 U	0.0012 U	0.0010 U	0.0011 U
1,4-Dioxane		123-91-1	0.1	13		0.023 U	0.023 U	0.021 U	0.021 U
2-Butanone (MEK)		78-93-3	0.12	100		0.019	0.0058 U	0.015	0.071
2-Hexanone		591-78-6	NE	NE		0.0058 U	0.0058 U	0.0051 U	0.0053 U
2-Methyl-2-propanol		75-65-0	NE	NE		0.14	0.098	0.014	0.052
4-Methyl-2-pentanone (MIBK)		108-10-1	NE	NE		0.0058 U	0.0058 U	0.0051 U	0.0053 U
Acetone		67-64-1	NE	NE		0.47	0.033	0.032	0.12
Benzene		71-43-2	0.06	4.8		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Bromoform		75-25-2	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Bromomethane		74-83-9	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Carbon disulfide		75-15-0	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.00053 J
Carbon tetrachloride		56-23-5	0.76	2.4		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Chlorobenzene		108-90-7	1.1	100		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Chlorobromomethane		74-97-5	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Chlorodibromomethane		124-48-1	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Chloroethane		75-00-3	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Chloroform		67-66-3	0.37	49		0.00043 J	0.0012 U	0.0013	0.0013
Chloromethane		74-87-3	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
cis-1,2-Dichloroethene		156-59-2	0.25	100		0.0012 U	0.0012 U	0.0010 U	0.0011 U
cis-1,3-Dichloropropene		10061-01-5	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Cyclohexane		110-82-7	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Dichlorobromomethane		75-27-4	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Dichlorodifluoromethane		75-71-8	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Ethylbenzene		100-41-4	1	41		0.0012 U	0.0012 U	0.0010 U	0.00029 J
Ethylene Dibromide		106-93-4	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Isopropylbenzene		98-82-8	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Methyl acetate		79-20-9	NE	NE		0.0058 U	0.0058 U	0.0051 U	0.0053 U
Methyl tert-butyl ether		1634-04-4	0.93	100		0.00042 J	0.00023 J	0.0010 U	0.0011 U
Methylcyclohexane		108-87-2	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Methylene Chloride		75-09-2	0.05	100		0.0012 U	0.0012 U	0.00051 J B	0.00063 J B
m-Xylene & p-Xylene		179601-23-1	NE	NE		0.0012 U	0.0012 U	0.00023 J	0.0011
o-Xylene		95-47-6	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.00036 J
Styrene		100-42-5	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Tentatively Identified Compound		N/A	NE	NE		0.21 J N	0.13 J N	0.32 J N	0.50 J N
Tetrachloroethene		127-18-4	1.3	19		0.00018 J	0.0012 U	0.00035 J	0.00037 J
Toluene		108-88-3	0.7	100		0.0012 U	0.0012 U	0.0010 U	0.0011 U
trans-1,2-Dichloroethene		156-60-5	0.19	100		0.0012 U	0.0012 U	0.0010 U	0.0011 U
trans-1,3-Dichloropropene		10061-02-6	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Trichloroethene		79-01-6	0.47	21		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Trichlorofluoromethane		75-69-4	NE	NE		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Vinyl chloride		75-01-4	0.02	0.9		0.0012 U	0.0012 U	0.0010 U	0.0011 U
Xylenes, Total		1330-20-7	0.26	100		0.0023 U	0.0023 U	0.0021 U	0.0014 J
Semi-Volatile Organic Compounds					mg/Kg				
1,1'-Biphenyl		92-52-4	NE	NE		0.44 U	0.39 U	0.38 U	0.38 U
1,2,4,5-Tetrachlorobenzene		95-94-3	NE	NE		0.44 U	0.39 U	0.38 U	0.38 U
2,2'-oxybis[1-chloropropane]		108-60-1	NE	NE		0.44 U	0.39 U	0.38 U	0.38 U
2,3,4,6-Tetrachlorophenol		58-90-2	NE	NE		0.44 U	0.39 U	0.38 U	0.38 U
2,4,5-Trichlorophenol		95-95-4	NE	NE		0.44 U	0.39 U	0.38 U	0.38 U
2,4,6-Trichlorophenol		88-06-2	NE	NE		0.18 U	0.16 U	0.15 U	0.15 U
2,4-Dichlorophenol		120-83-2	NE	NE		0.18 U	0.16 U	0.15 U	0.15 U
2,4-Dimethylphenol		105-67-9	NE	NE		0.44 U	0.39 U	0.38 U	0.38 U
2,4-Dinitrophenol		51-28-5	NE	NE		0.36 U	0.32 U	0.31 U	0.30 U
2,4-Dinitrotoluene		121-14-2	NE	NE		0.090 U	0.080 U	0.077 U	0.077 U
2,6-Dinitrotoluene		606-20-2	NE	NE		0.090 U	0.080 U	0.077 U	0.077 U
2-Chloronaphthalene		91-58-7	NE	NE		0.44 U	0.39 U	0.38 U	0.021 J
2-Chlorophenol		95-57-8	NE	NE		0.44 U	0.39 U	0.38 U	0.38 U
2-Methylnaphthalene		91-57-6	NE	NE		0.027 J B	0.039 J B	0.0084 J	0.023 J
2-Methylphenol (o-Cresol)		95-48-7	0.33	100		0.44 U	0.39 U	0.38 U	0.38 U
2-Nitroaniline		88-74-4	NE	NE		0.44 U	0.39 U	0.38 U	0.38 U
2-Nitrophenol		88-75-5	NE	NE		0.44 U	0.39 U	0.38 U	0.38 U

Table 2a. Post-Remedial Action Soil Sample Exceedances – Remedial Action End-Point Soil Samples

**Site Management Plan
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3,3'-Dichlorobenzidine		91-94-1	NE	NE	0.18 U	0.16 U	0.15 U	0.15 U
3-Nitroaniline		99-09-2	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
4,6-Dinitro-2-methylphenol		534-52-1	NE	NE	0.36 U	0.32 U	0.31 U	0.30 U
4-Bromophenyl phenyl ether		101-55-3	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
4-Chloro-3-methylphenol		59-50-7	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
4-Chloroaniline		106-47-8	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
4-Chlorophenyl phenyl ether		7005-72-3	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
4-Methylphenol (p-Cresol)		106-44-5	0.33	100	0.44 U	0.39 U	0.38 U	0.38 U
4-Nitroaniline		100-01-6	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
4-Nitrophenol		100-02-7	NE	NE	0.90 U	0.80 U	0.77 U	0.77 U
Acenaphthene		83-32-9	20	100	0.034 J	0.39 U	0.38 U	0.070 J
Acenaphthylene		208-96-8	100	100	0.041 J	0.063 J	0.020 J	0.090 J
Acetophenone		98-86-2	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Anthracene		120-12-7	100	100	0.11 J	0.060 J	0.040 J	0.27 J
Atrazine		1912-24-9	NE	NE	0.18 U	0.16 U	0.15 U	0.15 U
Benzaldehyde		100-52-7	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Benzo[a]anthracene		56-55-3	1	1	0.33	0.27	0.16	0.96
Benzo[a]pyrene		50-32-8	1	1	0.28	0.26	0.14	0.84
Benzo[b]fluoranthene		205-99-2	1	1	0.44	0.37	0.17	1.1
Benzo[g,h,i]perylene		191-24-2	100	100	0.20 J	0.20 J	0.089 J	0.51
Benzo[k]fluoranthene		207-08-9	0.8	3.9	0.16	0.16	0.066	0.39
Bis(2-chloroethoxy)methane		111-91-1	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Bis(2-chloroethyl)ether		111-44-4	NE	NE	0.044 U	0.039 U	0.038 U	0.038 U
Bis(2-ethylhexyl) phthalate		117-81-7	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Butyl benzyl phthalate		85-68-7	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Caprolactam		105-60-2	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Carbazole		86-74-8	NE	NE	0.043 J	0.020 J	0.011 J	0.055 J
Chrysene		218-01-9	1	3.9	0.31 J	0.27 J	0.17 J	1.0
Dibenz(a,h)anthracene		53-70-3	0.33	0.33	0.050	0.038 J	0.024 J	0.17
Dibenzofuran		132-64-9	7	59	0.032 J	0.016 J	0.011 J	0.044 J
Diethyl phthalate		84-66-2	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Dimethyl phthalate		131-11-3	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Di-n-butyl phthalate		84-74-2	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Di-n-octyl phthalate		117-84-0	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Fluoranthene		206-44-0	100	100	0.68	0.51	0.29 J	1.8
Fluorene		86-73-7	30	100	0.050 J	0.39 U	0.016 J	0.092 J
Hexachlorobenzene		118-74-1	0.33	1.2	0.044 U	0.039 U	0.038 U	0.038 U
Hexachlorobutadiene		87-68-3	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
Hexachlorocyclopentadiene		77-47-4	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Hexachloroethane		67-72-1	NE	NE	0.044 U	0.039 U	0.038 U	0.038 U
Indeno[1,2,3-cd]pyrene		193-39-5	0.5	0.5	0.23	0.20	0.090	0.60
Isophorone		78-59-1	NE	NE	0.18 U	0.16 U	0.15 U	0.15 U
Naphthalene		91-20-3	12	100	0.066 J B	0.10 J B	0.035 J	0.12 J
Nitrobenzene		98-95-3	NE	NE	0.044 U	0.039 U	0.038 U	0.038 U
N-Nitrosodi-n-propylamine		621-64-7	NE	NE	0.044 U	0.039 U	0.038 U	0.038 U
N-Nitrosodiphenylamine		86-30-6	NE	NE	0.44 U	0.39 U	0.38 U	0.38 U
Pentachlorophenol		87-86-5	0.8	6.7	0.36 U	0.32 U	0.31 U	0.30 U
Phenanthrene		85-01-8	100	100	0.52	0.26 J	0.20 J	1.3
Phenol		108-95-2	0.33	100	0.44 U	0.39 U	0.38 U	0.38 U
Pyrene		129-00-0	100	100	0.59	0.48	0.30 J	2.2
Tentatively Identified Compound		N/A	NE	NE	0.47 J N	0.35 J N	None	None
Metals	mg/Kg							
Aluminum		7429-90-5	NE	NE	4900	13000	8150	10500
Antimony		7440-36-0	NE	NE	5.0 U	4.2 U	4.2 U	4.0 U
Arsenic		7440-38-2	13	16	6.1	3.9	4.9	6.6
Barium		7440-39-3	350	400	186	227	211	254
Beryllium		7440-41-7	7.2	72	0.45 J	0.91	0.78	1.2
Cadmium		7440-43-9	2.5	4.3	1.1	0.83 U	0.83 U	0.80 U
Calcium		7440-70-2	NE	NE	11300	8480	10400	23600
Chromium		7440-47-3	NE	NE	10.1	26.0	18.6	15.8
Cobalt		7440-48-4	NE	NE	4.9 J	11.7	9.0 J	6.6 J
Copper		7440-50-8	50	270	135	58.5	60.9	157
Iron		7439-89-6	NE	NE	10100	22800	16600	14000
Lead		7439-92-1	63	400	357	175	322	344
Magnesium		7439-95-4	NE	NE	2090	6320	5010	12300
Manganese		7439-96-5	1600	2000	122	220	236	366
Nickel		7440-02-0	30	310	15.0	25.4	20.2	15.3
Potassium		7440-09-7	NE	NE	1160 J	5940	3010	2940
Selenium		7782-49-2	3.9	180	5.0 U	4.2 U	4.2 U	4.0 U
Silver		7440-22-4	2	180	0.47 J	2.1 U	2.1 U	2.0 U
Sodium		7440-23-5	NE	NE	543 J	337 J	313 J	627 J
Thallium		7440-28-0	NE	NE	5.0 U	0.88 J	4.2 U	4.0 U
Vanadium		7440-62-2	NE	NE	22.6	39.8	25.9	22.7
Zinc		7440-66-6	109	10000	260	147	254	231
Mercury	mg/Kg							
Mercury		7439-97-6	0.18	0.81	0.66	0.51	0.52	0.77
Pesticides	mg/Kg							
4,4'-DDD		72-54-8	0.0033	13	0.0090 U	0.0080 U	0.0077 U	0.0077 U
4,4'-DDE		72-55-9	0.0033	8.9	0.0090 U	0.0080 U	0.0077 U	0.0077 U
4,4'-DDT		50-29-3	0.0033	7.9	0.0090 U	0.0080 U	0.0077 U	0.0077 U
Aldrin		309-00-2	0.005	0.097	0.0090 U	0.0080 U	0.0077 U	0.0077 U
alpha-BHC		319-84-6	0.02	0.48	0.0027 U	0.0024 U	0.0023 U	0.0023 U
beta-BHC		319-85-7	0.036	0.36	0.0027 U	0.0024 U	0.0023 U	0.0023 U

Table 2a. Post-Remedial Action Soil Sample Exceedances – Remedial Action End-Point Soil Samples
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Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Chlordane (technical)		12789-03-6	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
delta-BHC		319-86-8	0.04	100	0.0027 U	0.0024 U	0.0023 U	0.0023 U
Dieldrin		60-57-1	0.005	0.2	0.0027 U	0.0024 U	0.0023 U	0.0023 U
Endosulfan I		959-98-8	2.4	24	0.0090 U	0.0080 U	0.0077 U	0.0077 U
Endosulfan II		33213-65-9	2.4	24	0.0090 U	0.0080 U	0.0077 U	0.0077 U
Endosulfan sulfate		1031-07-8	2.4	24	0.0090 U	0.0080 U	0.0077 U	0.0077 U
Endrin		72-20-8	0.014	11	0.0090 U	0.0080 U	0.0077 U	0.0077 U
Endrin aldehyde		7421-93-4	NE	NE	0.0090 U	0.0080 U	0.0077 U	0.0077 U
Endrin ketone		53494-70-5	NE	NE	0.0090 U	0.0080 U	0.0077 U	0.0077 U
gamma-BHC (Lindane)		58-89-9	0.1	1.3	0.0027 U	0.0024 U	0.0023 U	0.0023 U
Heptachlor		76-44-8	0.042	2.1	0.0090 U	0.0080 U	0.0077 U	0.0077 U
Heptachlor epoxide		1024-57-3	NE	NE	0.0090 U	0.0080 U	0.0077 U	0.0077 U
Methoxychlor		72-43-5	NE	NE	0.0090 U	0.0080 U	0.0077 U	0.0077 U
Toxaphene		8001-35-2	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
PCBs	mg/Kg							
Aroclor 1016		12674-11-2	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
Aroclor 1221		11104-28-2	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
Aroclor 1232		11141-16-5	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
Aroclor 1242		53469-21-9	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
Aroclor 1248		12672-29-6	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
Aroclor 1254		11097-69-1	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
Aroclor 1260		11096-82-5	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
Aroclor 1268		11100-14-4	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
Aroclor-1262		37324-23-5	NE	NE	0.090 U	0.080 U	0.077 U	0.077 U
Polychlorinated biphenyls, Total		1336-36-3	0.1	1	0.090 U	0.080 U	0.077 U	0.077 U
SM 2540G								
Percent Moisture	%	N/A	NE	NE	25.3	16.3	13.2	12.6
Percent Solids	%	N/A	NE	NE	74.7	83.7	86.8	87.4

Notes:

mg/kg = milligrams/kilogram or parts per million (ppm)

6 NYCRR = New York State Register and Official Compilation of Codes, Rules and Regulations of the State of New York

Comparison of detected results are performed against one or more of the following NYCRR, Chapter IV, Part 375-6 Soil Cleanup Objectives (SCO)s: Unrestricted Use and Restricted-Residential.

CAS No. = Chemical Abstracts Service Number

NA = Not Analyzed

NE = Not Established

NYSDEC = New York State Department of Environmental Conservation

Bolding indicates a detected result concentration

Gray shading and bolding indicates that the detected result value exceeds the Unrestricted SCO

Yellow shading and bolding indicates that the detected result value exceeds the Restricted-Residential SCO

Qualifiers:

J = The result is an estimated value.

R = The result is rejected.

U = The result was not detected above the reporting limit.

UJ = The results was not detected at or above the reporting limit shown and the reporting limit is estimated.

* = Laboratory Control Sample is outside acceptance limits

B = Compound was found in the blank and sample.

**Table 2a. Post-Remedial Action Soil Sample Exceedances – Remedial Action End-Point Soil Samples
Site Management Plan
Concourse Village West Apartments-North
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EP-4	EP-5	EP-6	EP-7	EP-8
15 ft 7/31/2018	15 ft 9/19/2018	15 ft 9/19/2018	15 ft 7/31/2018	15 ft 7/31/2018
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U *	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.019 U	0.021 U	0.037 U	4.0 J	0.015 U
0.032	0.0022 J	0.0093 U	0.41 U	0.024
0.0046 U	0.0052 U	0.0093 U	0.41 U	0.0039 U
0.023	0.044	0.10	0.83 U	0.019
0.0046 U	0.0052 U	0.0093 U	0.41 U	0.0039 U
0.051	0.10	0.28	0.41 U	0.032
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00070 J	0.0010 U	0.0010 J	7.3	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00070 J	0.0010 U	0.0010 J	7.3	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.0099	0.0052 U	0.0093 U	0.41 U	0.0039 U
0.00093 U	0.00018 J	0.00035 J	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00045 J B	0.0010 U	0.0019 U	0.026 J	0.00042 J B
0.00017 J	0.0010 U	0.0019 U	0.036 J	0.00060 J
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00031 J
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
None	0.15 J N	0.29 J N	0.42 J N	0.33 J N
0.00028 J	0.00042 J	0.00047 J	0.15	0.00030 J
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.00093 U	0.0010 U	0.0019 U	0.083 U	0.00077 U
0.0019 U	0.0021 U	0.0037 U	0.036 J	0.00091 J
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.15 U	0.16 U	0.17 U	0.15 U	0.15 U
0.15 U	0.16 U	0.17 U	0.15 U	0.15 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.31 U	0.33 U	0.34 U	0.31 U	0.30 U
0.077 U	0.082 U	0.084 U	0.078 U	0.076 U
0.077 U	0.082 U	0.084 U	0.078 U	0.076 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.016 J B	0.023 J B	0.0089 J	0.013 J
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U

Table 2a. Post-Remedial Action Soil Sample Exceedances – Remedial Action End-Point Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

0.15 U	0.16 U	0.17 U	0.15 U	0.15 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.31 U	0.33 U	0.34 U	0.31 U	0.30 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.77 U	0.82 U	0.84 U	0.78 U	0.76 U
0.38 U	0.41 U	0.42 U	0.38 U	0.040 J
0.019 J	0.029 J	0.055 J	0.033 J	0.031 J
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.044 J	0.41 U	0.072 J	0.38 U	0.10 J
0.15 U	0.16 U	0.17 U	0.15 U	0.15 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.30	0.067	0.41	0.10	0.49
0.28	0.056	0.38	0.093	0.47
0.38	0.12	0.60	0.15	0.62
0.20 J	0.067 J	0.28 J	0.077 J	0.30 J
0.11	0.038 J	0.26	0.054	0.22
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.038 U	0.041 U	0.042 U	0.038 U	0.038 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.015 J	0.41 U	0.022 J	0.38 U	0.044 J
0.29 J	0.082 J	0.45	0.12 J	0.47
0.076	0.041 U	0.072	0.037 J	0.10
0.38 U	0.41 U	0.017 J	0.38 U	0.017 J
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.46	0.091 J	0.63	0.18 J	0.77
0.014 J	0.41 U	0.015 J	0.38 U	0.037 J
0.038 U	0.041 U	0.042 U	0.038 U	0.038 U
0.077 U	0.082 U	0.084 U	0.078 U	0.076 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.038 U	0.041 U	0.042 U	0.038 U	0.038 U
0.24	0.066	0.31	0.10	0.36
0.15 U	0.16 U	0.17 U	0.15 U	0.15 U
0.023 J	0.081 J B	0.090 J B	0.060 J	0.020 J
0.038 U	0.041 U	0.042 U	0.038 U	0.038 U
0.038 U	0.041 U	0.042 U	0.038 U	0.038 U
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.31 U	0.33 U	0.34 U	0.31 U	0.30 U
0.21 J	0.070 J	0.34 J	0.11 J	0.40
0.38 U	0.41 U	0.42 U	0.38 U	0.38 U
0.53	0.088 J	0.63	0.18 J	0.75
None	0.39 J N	0.42 J N	None	None
10700	4880	7190	6050	12200
4.1 U	10.8 U	4.5 U	4.5 U	4.0 U
4.6	9.2	7.0	7.5	5.6
283	222	347	250	232
0.93	0.69 J	0.68	0.69	1.3
0.82 U	0.83 J	0.37 J	0.50 J	0.39 J
8800	9690	14200	14700	35800
20.5	10.1	18.5	14.8	35.8
10.4	9.2 J	7.0 J	6.7 J	8.2 J
81.5	111	71.7	65.3	44.3
23800	9360	14800	12500	22400
257	453	378	300	5310
6150	1140 J	7400	2410	12100
327	174	182	210	407
23.3	19.2 J	16.7	17.4	27.7
4080	792 J	2650	1180	2650
4.1 U	10.8 U	4.5 U	4.5 U	4.0 U
2.1 U	5.4 U	0.39 J	0.66 J	2.0 U
360 J	504 J	292 J	416 J	200 J
4.1 U	10.8 U	4.5 U	4.5 U	4.0 U
31.4	24.1 J	30.7	26.6	40.9
252	365	232	346	5430
0.43	1.2	0.67	0.87	0.21
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0023 U	0.0025 U	0.0025 U	0.0023 U	0.0023 U
0.0023 U	0.0025 U	0.0025 U	0.0023 U	0.0023 U

**Table 2a. Post-Remedial Action Soil Sample Exceedances – Remedial Action End-Point Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091**

0.077 U	0.082 U	0.084 U	0.077 U	0.076 U
0.0023 U	0.0025 U	0.0025 U	0.0023 U	0.0023 U
0.0023 U	0.0025 U	0.0025 U	0.0023 U	0.0023 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0023 U	0.0025 U	0.0025 U	0.0023 U	0.0023 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.0077 U	0.0082 U	0.0084 U	0.0077 U	0.0076 U
0.077 U	0.082 U	0.084 U	0.077 U	0.076 U
0.077 U	0.082 U	0.084 U	0.077 U	0.076 U
0.077 U	0.082 U	0.084 U	0.077 U	0.076 U
0.077 U	0.082 U	0.084 U	0.077 U	0.076 U
0.077 U	0.082 U	0.084 U	0.077 U	0.076 U
0.077 U	0.082 U	0.084 U	0.077 U	0.076 U
0.077 U	0.082 U	0.084 U	0.077 U	0.076 U
0.077 U	0.082 U	0.084 U	0.077 U	0.076 U
0.077 U	0.082 U	0.084 U	0.077 U	0.076 U
12.9	18.8	20.7	13.6	12.1
87.1	81.2	79.3	86.4	87.9

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Sample Name					SIN-SB-1 (10-13')	SIN-SB-1 (13'-15')	SIN-SB-2 (5-10')	SIN-SB-3 (5-10')	SIN-SB-4 (10-15')	SIN-SB-5 (5-10')	SIN-SB-6 (5-10')
In-Field Start Depth					10	13	5	5	10	5	5
In-Field End Depth					13	15	10	10	15	10	10
Depth Unit					ft	ft	ft	ft	ft	ft	ft
Historical Start Depth (Pre-Remedial Excavation)					25	28	20	20	25	20	20
Historical End Depth (Pre-Remedial Excavation)					28	30	25	25	30	25	25
Depth Unit					ft	ft	ft	ft	ft	ft	ft
Sample Date					8/17/2018	8/17/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018
Parent Sample											
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO							
BTEX	mg/kg										
Benzene		71-43-2	0.06	4.8	0.00029 J	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Toluene		108-88-3	0.7	100	0.00091 U	0.00079 J	0.00099 J	0.0014 U	0.0009 U	0.00094	0.0012 J
Ethylbenzene		100-41-4	1	41	0.00065 J	0.00096 U	0.0014 U	0.0014 U	0.0033	0.00082 U	0.0018 U
o-Xylene		95-47-6	0.26	100	0.00015 J	0.00096 U	0.0014 U	0.0014 U	0.0032	0.00011 J	0.0018 U
m/p-Xylene		179601-23-1	0.26	100	0.00082 J	0.00019 J	0.0014 U	0.0014 U	0.0068	0.00016 J	0.0018 U
Total Xylene		1330-20-7	0.26	100	0.00097 J	0.0019 U	0.0027 U	0.0027 U	0.01	0.00027 J	0.0037 U
Total BTEX		N/A			0.00288	0.00098 J	0.00099 J	No Detections	0.0233	0.00148 J	0.0012 J
Other VOCs	mg/kg										
Acetone		67-64-1	0.05	100	0.35	0.064 B	0.31	0.0076	0.35 B	0.32	0.39 B
Bromochloromethane		74-97-5	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Bromodichloromethane		75-27-4	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Bromoform		75-25-2	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Bromomethane		74-83-9	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U*	0.0009 U	0.00082 U	0.0018 U
t-Butyl alcohol (Tertiary Butyl Alcohol)		75-65-0	NE	NE	0.084	0.0096 U	0.081	0.014 U	0.11	0.093	0.11
Carbon disulfide		75-15-0	NE	NE	0.00091 U	0.0011	0.0014 U	0.0014 U	0.0014	0.00082 U	0.0018 U
Carbon tetrachloride		56-23-5	0.76	2.4	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Chlorobenzene		108-90-7	1.1	100	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Chloroethane		75-00-3	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U*	0.0009 U	0.00082 U	0.0018 U
Chloroform (Trichloromethane)		67-66-3	0.37	49	0.00091 U	0.00096 U	0.0017	0.0014 U	0.0009 U	0.00082 U	0.001 J
Chloromethane		74-87-3	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Cyclohexane		110-82-7	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U*	0.0009 U	0.00082 U	0.0018 U
1,2-Dibromo-3-chloropropane		96-12-8	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Dibromochloromethane		124-48-1	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,2-Dibromoethane (EDB)		106-93-4	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,2-Dichlorobenzene (o-DCB)		95-50-1	1.1	100	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,3-Dichlorobenzene (m-DCB)		541-73-1	2.4	49	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,4-Dichlorobenzene (p-DCB)		106-46-7	1.8	13	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Dichlorodifluoromethane (Freon 12)		75-71-8	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U*	0.0009 U	0.00082 U	0.0018 U
1,1-Dichloroethane		75-34-3	0.27	26	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,2-Dichloroethane		107-06-2	0.02	3.1	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,1-Dichloroethene		75-35-4	0.33	100	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
cis-1,2-Dichloroethene		156-59-2	0.25	100	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
trans-1,2-Dichloroethene		156-60-5	0.19	100	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,2-Dichloropropane		78-87-5	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
cis-1,3-Dichloropropene		10061-01-5	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Sample Name					SIN-SB-1 (10-13')	SIN-SB-1 (13'-15')	SIN-SB-2 (5-10')	SIN-SB-3 (5-10')	SIN-SB-4 (10-15')	SIN-SB-5 (5-10')	SIN-SB-6 (5-10')
In-Field Start Depth					10	13	5	5	10	5	5
In-Field End Depth					13	15	10	10	15	10	10
Depth Unit					ft	ft	ft	ft	ft	ft	ft
Historical Start Depth (Pre-Remedial Excavation)					25	28	20	20	25	20	20
Historical End Depth (Pre-Remedial Excavation)					28	30	25	25	30	25	25
Depth Unit					ft	ft	ft	ft	ft	ft	ft
Sample Date					8/17/2018	8/17/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018
Parent Sample											
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO							
trans-1,3-Dichloropropene		10061-02-6	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,4-Dioxane		123-91-1	0.1	13	0.018 U	0.019 U	0.027 U	0.027 U	0.018 U	0.016 U	0.037 U
2-Hexanone		591-78-6	NE	NE	0.0046 U	0.0048 U	0.0069 U	0.0068 U	0.0045 U	0.0041 U	0.0091 U
Isopropylbenzene		98-82-8	NE	NE	0.0004 J	0.0017	0.0014 U	0.0014 U	0.0044	0.00082 U	0.0018 U
Methyl acetate		79-20-9	NE	NE	0.0046 U	0.0048 U	0.0069 U	0.0068 U	0.0045 U	0.012	0.0091 U
Methyl ethyl ketone (2-Butanone)		78-93-3	0.12	100	0.018	0.0059	0.012	0.0068 U	0.02	0.018	0.022
Methyl tert-butyl ether (MTBE)		1634-04-4	0.93	100	0.00046 J	0.00096 U	0.00031 J	0.0014 U	0.0009 U	0.00038 J	0.00072 J
4-Methyl-2-pentanone (MIBK)		108-10-1	NE	NE	0.0046 U	0.0048 U	0.0069 U	0.0068 U	0.0045 U	0.0041 U	0.0091 U
Methylcyclohexane		108-87-2	NE	NE	0.0041	0.0048 B	0.0014 U	0.0014 U*	0.057 B	0.00082 U	0.0018 U
Methylene chloride		75-09-2	0.05	100	0.00091 U	0.0058 B	0.00072 J	0.021 B	0.0009 U	0.00058 JB	0.0015 JB
Styrene		100-42-5	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,1,1,2-Tetrachloroethane		630-20-6	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,1,2,2-Tetrachloroethane		79-34-5	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Tetrachloroethene (PCE)		127-18-4	1.3	19	0.00072 J	0.00096 U	0.00048 J	0.00056 J	0.0009 U	0.00082 U	0.00048 J
1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)		76-13-1	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U*	0.0009 U	0.00082 U	0.0018 U
1,2,3-Trichlorobenzene		87-61-6	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,2,4-Trichlorobenzene		120-82-1	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
1,1,1-Trichloroethane (TCA)		71-55-6	0.68	100	0.00091 U	0.00096 U	0.0014 U	0.0014 U*	0.0009 U	0.00082 U	0.0018 U
1,1,2-Trichloroethane		79-00-5	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Trichloroethene (TCE)		79-01-6	0.47	21	0.00091 U	0.00096 U	0.0014 U	0.0014 U	0.0009 U	0.00082 U	0.0018 U
Trichlorofluoromethane (Freon 11)		75-69-4	NE	NE	0.00091 U	0.00096 U	0.0014 U	0.0014 U*	0.0009 U	0.00082 U	0.0018 U
Vinyl chloride		75-01-4	0.02	0.9	0.00091 U	0.00096 U	0.0014 U	0.0014 U*	0.0009 U	0.00082 U	0.0018 U
NYSDEC PAH17	mg/kg										
Acenaphthene		83-32-9	20	100	0.18 J	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Acenaphthylene		208-96-8	100	100	0.054 J	0.41 U	0.037 J	0.44 U	0.36 U	0.33 U	0.046 J
Anthracene		120-12-7	100	100	0.57	0.0097 J	0.42 U	0.44 U	0.36 U	0.33 U	0.011 J
Benzo(a)anthracene		56-55-3	1	1	2.3	0.056	0.031 J	0.043 J	0.036 U	0.033 U	0.038 U
Benzo(b)fluoranthene		205-99-2	1	1	2.6	0.091	0.033 J	0.059	0.036 U	0.033 U	0.044
Benzo(k)fluoranthene		207-08-9	0.8	3.9	0.89	0.032 J	0.009 J	0.021 J	0.036 U	0.033 U	0.016 J
Benzo(g,h,i)perylene		191-24-2	100	100	0.9	0.045 J	0.42 U	0.44 U	0.36 U	0.33 U	0.027 J
Benzo(a)pyrene		50-32-8	1	1	1.9	0.071	0.019 J	0.04 J	0.036 U	0.033 U	0.03 J
Chrysene		218-01-9	1	3.9	2.3	0.071 J	0.029 J	0.045 J	0.36 U	0.33 U	0.029 J
Dibenz(a,h)anthracene		53-70-3	0.33	0.33	0.25	0.041 U	0.042 U	0.044 U	0.036 U	0.033 U	0.038 U
Fluoranthene		206-44-0	100	100	4.7	0.1 J	0.055 J	0.071 J	0.36 U	0.33 U	0.058 J
Fluorene		86-73-7	30	100	0.074 J	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.008 J
Indeno(1,2,3-cd)pyrene		193-39-5	0.5	0.5	1.2	0.045	0.042 U	0.024 J	0.036 U	0.033 U	0.024 J

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Sample Name	SIN-SB-1 (10-13')	SIN-SB-1 (13'-15')	SIN-SB-2 (5-10')	SIN-SB-3 (5-10')	SIN-SB-4 (10-15')	SIN-SB-5 (5-10')	SIN-SB-6 (5-10')				
	In-Field Start Depth	In-Field Start Depth	In-Field Start Depth	In-Field Start Depth	In-Field Start Depth	In-Field Start Depth	In-Field Start Depth				
In-Field End Depth	10	13	5	5	10	5	5				
Depth Unit	ft	ft	ft	ft	ft	ft	ft				
Historical Start Depth (Pre-Remedial Excavation)	25	28	20	20	25	20	20				
Historical End Depth (Pre-Remedial Excavation)	28	30	25	25	30	25	25				
Depth Unit	ft	ft	ft	ft	ft	ft	ft				
Sample Date	8/17/2018	8/17/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018				
Parent Sample											
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO							
2-Methylnaphthalene		91-57-6	NE	NE	0.013 J	0.036 J	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Naphthalene		91-20-3	12	100	0.03 J	0.41 U	0.079 J	0.44 U	0.36 U	0.33 U	0.12 J
Phenanthrene		85-01-8	100	100	2.7	0.052 J	0.048 J	0.032 J	0.36 U	0.33 U	0.052 J
Pyrene		129-00-0	100	100	4.1	0.099 J	0.048 J	0.067 J	0.36 U	0.33 U	0.059 J
NYSDEC PAH17 Other SVOCs	mg/kg										
Acetophenone		98-86-2	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Atrazine		1912-24-9	NE	NE	0.16 U	0.16 U	0.17 U	0.18 U	0.14 U	0.13 U	0.15 U
Benzaldehyde		100-52-7	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Biphenyl (1,1-Biphenyl)		92-52-4	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Bis(2-chloroethoxy)methane		111-91-1	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Bis(2-chloroethyl)ether		111-44-4	NE	NE	0.039 U	0.041 U	0.042 U	0.044 U	0.036 U	0.033 U	0.038 U
2,2-oxybis(1-Chloropropane)		108-60-1	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Bis(2-ethylhexyl)phthalate		117-81-7	NE	NE	0.071 J	0.41 U	0.42 U	0.44 U	0.36 U	0.12 J	0.037 J
4-Bromophenyl phenyl ether		101-55-3	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Butyl benzyl phthalate		85-68-7	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Caprolactam		105-60-2	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Carbazole		86-74-8	NE	NE	0.12 J	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
4-Chloro-3-methylphenol		59-50-7	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
4-Chloroaniline		106-47-8	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
2-Chloronaphthalene		91-58-7	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.022 J
2-Chlorophenol		95-57-8	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
4-Chlorophenyl phenyl ether		7005-72-3	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Dibenzofuran		132-64-9	7	59	0.061 J	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
3,3-Dichlorobenzidine		91-94-1	NE	NE	0.16 U	0.16 U	0.17 U	0.18 U	0.14 U	0.13 U	0.15 U
2,4-Dichlorophenol		120-83-2	NE	NE	0.16 U*	0.16 U*	0.17 U*	0.18 U*	0.14 U*	0.13 U*	0.15 U
Diethyl phthalate		84-66-2	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Dimethyl phthalate		131-11-3	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
2,4-Dimethylphenol		105-67-9	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Di-n-butyl phthalate		84-74-2	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
4,6-Dinitro-2-methylphenol		534-52-1	NE	NE	0.31 U	0.33 U	0.34 U	0.35 U	0.29 U	0.27 U	0.3 U
2,4-Dinitrophenol		51-28-5	NE	NE	0.31 U	0.33 U	0.34 U	0.35 U	0.29 U	0.27 U	0.3 U
2,4-Dinitrotoluene		121-14-2	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.073 U	0.068 U	0.076 U
2,6-Dinitrotoluene		606-20-2	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.073 U	0.068 U	0.076 U
Di-n-octyl phthalate		117-84-0	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U
Hexachlorobenzene		118-74-1	0.33	0.33	0.039 U*	0.041 U*	0.042 U*	0.044 U*	0.036 U*	0.033 U*	0.038 U
1,3-Hexachlorobutadiene (C-46)		87-68-3	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.073 U	0.068 U	0.076 U

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

					Sample Name	SIN-SB-1 (10-13')	SIN-SB-1 (13'-15')	SIN-SB-2 (5-10')	SIN-SB-3 (5-10')	SIN-SB-4 (10-15')	SIN-SB-5 (5-10')	SIN-SB-6 (5-10')
					In-Field Start Depth	10	13	5	5	10	5	5
					In-Field End Depth	13	15	10	10	15	10	10
					Depth Unit	ft	ft	ft	ft	ft	ft	ft
					Historical Start Depth (Pre-Remedial Excavation)	25	28	20	20	25	20	20
					Historical End Depth (Pre-Remedial Excavation)	28	30	25	25	30	25	25
					Depth Unit	ft	ft	ft	ft	ft	ft	ft
					Sample Date	8/17/2018	8/17/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018
					Parent Sample							
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO								
Hexachlorocyclopentadiene		77-47-4	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
Hexachloroethane		67-72-1	NE	NE	0.039 U	0.041 U	0.042 U	0.044 U	0.036 U	0.033 U	0.038 U	
Isophorone		78-59-1	NE	NE	0.16 U	0.16 U	0.17 U	0.18 U	0.14 U	0.13 U	0.15 U	
2-Methylnaphthalene		91-57-6	NE	NE	0.013 J	0.036 J	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
2-Methylphenol (o-Cresol)		95-48-7	0.33	100	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
4-Methylphenol (p-Cresol)		106-44-5	0.33	100	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
2-Nitroaniline		88-74-4	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
3-Nitroaniline		99-09-2	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
4-Nitroaniline		100-01-6	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
Nitrobenzene		98-95-3	NE	NE	0.039 U	0.041 U	0.042 U	0.044 U	0.036 U	0.033 U	0.038 U	
2-Nitrophenol		88-75-5	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
4-Nitrophenol		100-02-7	NE	NE	0.79 U	0.83 U	0.85 U	0.88 U	0.73 U	0.68 U	0.76 U	
N-Nitrosodiphenylamine (NDFA)		86-30-6	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
N-Nitrosodi-n-propylamine (NDPA)		621-64-7	NE	NE	0.039 U	0.041 U	0.042 U	0.044 U	0.036 U	0.033 U	0.038 U	
Pentachlorophenol		87-86-5	0.8	6.7	0.31 U	0.33 U	0.34 U	0.35 U	0.29 U	0.27 U	0.3 U	
Phenol		108-95-2	0.33	100	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
1,2,4,5-Tetrachlorobenzene		95-94-3	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
2,3,4,6-Tetrachlorophenol		58-90-2	NE	NE	0.39 U*	0.41 U*	0.42 U*	0.44 U*	0.36 U*	0.33 U*	0.38 U	
2,4,5-Trichlorophenol		95-95-4	NE	NE	0.39 U	0.41 U	0.42 U	0.44 U	0.36 U	0.33 U	0.38 U	
2,4,6-Trichlorophenol		88-06-2	NE	NE	0.16 U	0.16 U	0.17 U	0.18 U	0.14 U	0.13 U	0.15 U	
PCB Aroclors	mg/kg											
Aroclor 1016		12674-11-2	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U	
Aroclor 1221		11104-28-2	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U	
Aroclor 1232		11141-16-5	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U	
Aroclor 1242		53469-21-9	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U	
Aroclor 1248		12672-29-6	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U	
Aroclor 1254		11097-69-1	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U	
Aroclor 1260		11096-82-5	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U	
Aroclor 1262		37324-23-5	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U	
Aroclor 1268		11100-14-4	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U	
Total PCBs (Lab calculated)		1336-36-3	0.1	1	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U	
Pesticides	mg/kg											
Aldrin		309-00-2	0.005	0.097	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U	
alpha-BHC (Hexachlorocyclohexane)		319-84-6	0.02	0.48	0.0024 U	0.0025 U	0.0025 U	0.0026 U	0.0022 U	0.002 U	0.0023 U	
beta-BHC (beta-Hexachlorocyclohexane)		319-85-7	0.036	0.36	0.0024 U	0.0025 U	0.0025 U	0.0026 U	0.0022 U	0.002 U	0.0023 U	
gamma-BHC (gamma-Hexachlorocyclohexane) (Lindane)		58-89-9	0.1	1.3	0.0024 U	0.0025 U	0.0025 U	0.0026 U	0.0022 U	0.002 U	0.0023 U	

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Sample Name					SIN-SB-1 (10-13')	SIN-SB-1 (13'-15')	SIN-SB-2 (5-10')	SIN-SB-3 (5-10')	SIN-SB-4 (10-15')	SIN-SB-5 (5-10')	SIN-SB-6 (5-10')
In-Field Start Depth					10	13	5	5	10	5	5
In-Field End Depth					13	15	10	10	15	10	10
Depth Unit					ft	ft	ft	ft	ft	ft	ft
Historical Start Depth (Pre-Remedial Excavation)					25	28	20	20	25	20	20
Historical End Depth (Pre-Remedial Excavation)					28	30	25	25	30	25	25
Depth Unit					ft	ft	ft	ft	ft	ft	ft
Sample Date					8/17/2018	8/17/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018
Parent Sample											
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO							
delta-BHC (delta-Hexachlorocyclohexane)		319-86-8	0.04	100	0.0024 U	0.0025 U	0.0025 U	0.0026 U	0.0022 U	0.002 U	0.0023 U
Chlordane (Alpha & Gamma)		57-74-9	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U
4,4'-DDT (p,p'-DDT)		50-29-3	0.0033	7.9	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
4,4'-DDE (p,p'-DDE)		72-55-9	0.0033	8.9	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
4,4'-DDD (p,p'-DDD)		72-54-8	0.0033	13	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
Dieldrin		60-57-1	0.005	0.2	0.0024 U	0.0025 U	0.0025 U	0.0026 U	0.0022 U	0.002 U	0.0023 U
alpha-Endosulfan (I)		959-98-8	2.4	24	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
beta-Endosulfan (II)		33213-65-9	2.4	24	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
Endosulfan sulfate		1031-07-8	2.4	24	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
Endrin		72-20-8	0.014	11	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
Endrin aldehyde		7421-93-4	NE	NE	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
Endrin ketone		53494-70-5	NE	NE	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
Heptachlor		76-44-8	0.042	2.1	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
Heptachlor epoxide		1024-57-3	NE	NE	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
Methoxychlor		72-43-5	NE	NE	0.0079 U	0.0083 U	0.0085 U	0.0088 U	0.0072 U	0.0068 U	0.0076 U
Toxaphene		8001-35-2	NE	NE	0.079 U	0.083 U	0.085 U	0.088 U	0.072 U	0.068 U	0.076 U
Total Metals	mg/kg										
Aluminum		7429-90-5	NE	NE	3800	9020	3200	7010	15600	19800	5670
Antimony		7440-36-0	NE	NE	1.2 J	4.8 U	5 U	5.2 U	4.3 U	3.9 U	4.4 U
Arsenic		7440-38-2	13	16	4.3	2.8 J	6.7	6.2	3.2 U	3 U	4.9
Barium		7440-39-3	350	400	101	96.2	188	198	210	465	246
Beryllium		7440-41-7	7.2	72	0.14 J	0.45 J	0.73	0.41 J	0.43 U	2 U	0.25 J
Cadmium		7440-43-9	2.5	4.3	0.2 J	0.97 U	1 U	1 U	0.86 U	0.79 U	0.88 U
Calcium		7440-70-2	NE	NE	94700	4200	5000	3420	8920	1990	6320
Chromium		7440-47-3	NE	NE	10.1	12.8	7.6	11.6	35.5	41.7	14.7
Cobalt		7440-48-4	NE	NE	3 J	5.5 J	5.7 J	5.5 J	18.4	19.9	10.6 J
Copper		7440-50-8	50	270	40.4	26.5	104	38	19	31.8	58.1
Iron		7439-89-6	NE	NE	7410	14500	30800	15000	37100	39500	15000
Lead		7439-92-1	63	400	217	71.2	122	95.3	10.7	7.9	129
Magnesium		7439-95-4	NE	NE	42200	2600	1320	2050	10300	11500	2640
Manganese		7439-96-5	1600	2000	147	469	440	664	304	326	143
Mercury		7439-97-6	0.18	0.81	0.58	0.22	0.078	0.43	0.04	0.025	4.1
Nickel		7440-02-0	30	310	7.9 J	12.6	17.9	17.7	33.5	36	19.9
Potassium		7440-09-7	NE	NE	878 J	805 J	696 J	725 J	10300	14900	2510
Selenium		7782-49-2	3.9	180	4.6 U	4.8 U	3 J	5.2 U	4.3 U	3.9 U	4.4 U
Silver		7440-22-4	2	180	2.3 U	2.4 U	2.5 U	2.6 U	2.1 U	2 U	2.2 U

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Sample Name					SIN-SB-1 (10-13')	SIN-SB-1 (13'-15')	SIN-SB-2 (5-10')	SIN-SB-3 (5-10')	SIN-SB-4 (10-15')	SIN-SB-5 (5-10')	SIN-SB-6 (5-10')
In-Field Start Depth					10	13	5	5	10	5	5
In-Field End Depth					13	15	10	10	15	10	10
Depth Unit					ft	ft	ft	ft	ft	ft	ft
Historical Start Depth (Pre-Remedial Excavation)					25	28	20	20	25	20	20
Historical End Depth (Pre-Remedial Excavation)					28	30	25	25	30	25	25
Depth Unit					ft	ft	ft	ft	ft	ft	ft
Sample Date					8/17/2018	8/17/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018	8/16/2018
Parent Sample											
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO							
Sodium		7440-23-5	NE	NE	648 J	530 J	388 J	141 J	233 J	258 J	289 J
Thallium		7440-28-0	NE	NE	4.6 U	4.8 U	1.8 J	5.2 U	2.2 J	2.2 J	4.4 U
Vanadium		7440-62-2	NE	NE	16.7	15.8	20.2	16.5	54.2	59.2	26
Zinc		7440-66-6	109	10000	159	106	265	222	93.7	108	112

BTEX = Benzene, Toluene, Ethylbenzene, and Xylenes

PAH = Polycyclic Aromatic Hydrocarbon

PCB = Polychlorinated Biphenyl

SVOC = Semi-Volatile Organic Compound

VOC = Volatile Organic Compound

6 NYCRR = New York State Register and Official Compilation of Codes, Rules and Regulations of the State of New York

Comparison of detected results are performed against the following NYCRR, Chapter IV, Part 375-6 Soil Cleanup Objectives (SCO)s: Unrestricted Use and Residential, Restricted-Residential

CAS No. = Chemical Abstracts Service Number

NE = Not Established

NYSDEC = New York State Department of Environmental Conservation

Bolding indicates a detected result concentration

Gray shading and bolding indicates that the detected result value exceeds the Unrestricted SCO

Yellow shading and bolding indicates that the detected result value exceeds the Residential SCO

Laboratory Qualifiers:

* = The duplicate result was not within control limits.

B = The analyte was detected in the associated method blank.

J = The result is an estimated value.

U = The result was not detected above the reporting limit.

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Sample Name					DUP-1	SIN-SB-7 (5-10')	SIN-SB-8 (15-20')	SIN-SB-2A(13'-15')	SIN-SB-24A(10'-12')	SIN-SB-24A(12'-15')
In-Field Start Depth					5	5	15	13	10	12
In-Field End Depth					10	10	20	15	12	15
Depth Unit					ft	ft	ft	ft	ft	ft
Historical Start Depth (Pre-Remedial Excavation)					20	20	30	28	25	27
Historical End Depth (Pre-Remedial Excavation)					25	25	35	30	27	30
Depth Unit					ft	ft	ft	ft	ft	ft
Sample Date					8/16/2018	8/16/2018	8/16/2018	9/20/2018	9/20/2018	9/20/2018
Parent Sample					SIN-SB-6 (5-10')					
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO						
BTEX	mg/kg									
Benzene		71-43-2	0.06	4.8	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
Toluene		108-88-3	0.7	100	0.001 U	0.0022	0.0052	0.049 U	0.022 J	0.16 U
Ethylbenzene		100-41-4	1	41	0.001 U	0.00087 U	0.00082 U	2.3	0.16	1.5
o-Xylene		95-47-6	0.26	100	0.001 U	0.00017 J	0.00026 J	0.1	0.052	0.16 U
m/p-Xylene		179601-23-1	0.26	100	0.001 U	0.00044 J	0.00082 U	0.47	0.3	0.17
Total Xylene		1330-20-7	0.26	100	0.0021 U	0.00061 J	0.00026 J	0.57	0.36	0.17 J
Total BTEX		N/A			No Detections	0.00342 J	0.00572 J	3.44	0.894 J	1.84 J
Other VOCs	mg/kg									
Acetone		67-64-1	0.05	100	0.38	0.42 B	0.15 B	0.25 U	0.2 U	0.8 U
Bromochloromethane		74-97-5	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
Bromodichloromethane		75-27-4	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
Bromoform		75-25-2	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
Bromomethane		74-83-9	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U*
t-Butyl alcohol (Tertiary Butyl Alcohol)		75-65-0	NE	NE	0.11	0.088	0.067	0.49 U	0.4 U	1.6 U
Carbon disulfide		75-15-0	NE	NE	0.0003 J	0.00036 J	0.00082	0.049 U	0.04 U	0.16 U*
Carbon tetrachloride		56-23-5	0.76	2.4	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
Chlorobenzene		108-90-7	1.1	100	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
Chloroethane		75-00-3	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U*	0.04 U*	0.16 U
Chloroform (Trichloromethane)		67-66-3	0.37	49	0.00072 J	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
Chloromethane		74-87-3	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
Cyclohexane		110-82-7	NE	NE	0.001 U	0.00087 U	0.00082 U	7.8	1.2	4.9
1,2-Dibromo-3-chloropropane		96-12-8	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
Dibromochloromethane		124-48-1	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
1,2-Dibromoethane (EDB)		106-93-4	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
1,2-Dichlorobenzene (o-DCB)		95-50-1	1.1	100	0.001 U	0.00087 U	0.00082 U	0.049 U	0.03 J	0.16 U
1,3-Dichlorobenzene (m-DCB)		541-73-1	2.4	49	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
1,4-Dichlorobenzene (p-DCB)		106-46-7	1.8	13	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
Dichlorodifluoromethane (Freon 12)		75-71-8	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
1,1-Dichloroethane		75-34-3	0.27	26	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
1,2-Dichloroethane		107-06-2	0.02	3.1	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
1,1-Dichloroethene		75-35-4	0.33	100	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
cis-1,2-Dichloroethene		156-59-2	0.25	100	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
trans-1,2-Dichloroethene		156-60-5	0.19	100	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
1,2-Dichloropropane		78-87-5	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U
cis-1,3-Dichloropropene		10061-01-5	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

					Sample Name	DUP-1	SIN-SB-7 (5-10')	SIN-SB-8 (15-20')	SIN-SB-2A(13'-15')	SIN-SB-24A(10'-12')	SIN-SB-24A(12'-15')
					In-Field Start Depth	5	5	15	13	10	12
					In-Field End Depth	10	10	20	15	12	15
					Depth Unit	ft	ft	ft	ft	ft	ft
					Historical Start Depth (Pre-Remedial Excavation)	20	20	30	28	25	27
					Historical End Depth (Pre-Remedial Excavation)	25	25	35	30	27	30
					Depth Unit	ft	ft	ft	ft	ft	ft
					Sample Date	8/16/2018	8/16/2018	8/16/2018	9/20/2018	9/20/2018	9/20/2018
					Parent Sample	SIN-SB-6 (5-10')					
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO							
trans-1,3-Dichloropropene		10061-02-6	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
1,4-Dioxane		123-91-1	0.1	13	0.021 U	0.017 U	0.016 U	2.5 U	2 U	8 U	
2-Hexanone		591-78-6	NE	NE	0.0052 U	0.0044 U	0.0041 U	0.25 U	0.2 U	0.8 U	
Isopropylbenzene		98-82-8	NE	NE	0.001 U	0.00087 U	0.00082 U	2.3	1.1	2.8	
Methyl acetate		79-20-9	NE	NE	0.0052 U	0.0044 U	0.0087	0.25 U	0.2 U	0.8 U	
Methyl ethyl ketone (2-Butanone)		78-93-3	0.12	100	0.013	0.022	0.012	0.25 U	0.2 U	0.8 U	
Methyl tert-butyl ether (MTBE)		1634-04-4	0.93	100	0.00054 J	0.00043 J	0.00024 J	0.049 U	0.04 U	0.16 U	
4-Methyl-2-pentanone (MIBK)		108-10-1	NE	NE	0.0052 U	0.0044 U	0.0041 U	0.25 U	0.2 U	0.8 U	
Methylcyclohexane		108-87-2	NE	NE	0.001 U	0.00087 U	0.00082 U	20	2.1	7.6	
Methylene chloride		75-09-2	0.05	100	0.0007 JB	0.00047 JB	0.00061 JB	0.049 U	0.04 U	0.16 U	
Styrene		100-42-5	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
1,1,1,2-Tetrachloroethane		630-20-6	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
1,1,2,2-Tetrachloroethane		79-34-5	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
Tetrachloroethene (PCE)		127-18-4	1.3	19	0.00047 J	0.00087 U	0.00017 J	0.049 U	0.04 U	0.16 U	
1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)		76-13-1	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
1,2,3-Trichlorobenzene		87-61-6	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
1,2,4-Trichlorobenzene		120-82-1	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
1,1,1-Trichloroethane (TCA)		71-55-6	0.68	100	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
1,1,2-Trichloroethane		79-00-5	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
Trichloroethene (TCE)		79-01-6	0.47	21	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
Trichlorofluoromethane (Freon 11)		75-69-4	NE	NE	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
Vinyl chloride		75-01-4	0.02	0.9	0.001 U	0.00087 U	0.00082 U	0.049 U	0.04 U	0.16 U	
NYSDEC PAH17	mg/kg										
Acenaphthene		83-32-9	20	100	0.38 U	0.34 U	0.4 U	0.41 U	0.11 J	0.39 U	
Acenaphthylene		208-96-8	100	100	0.079 J	0.34 U	0.4 U	0.41 U	0.066 J	0.39 U	
Anthracene		120-12-7	100	100	0.033 J	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
Benzo(a)anthracene		56-55-3	1	1	0.072	0.034 U	0.014 J	0.019 J	0.19	0.019 J	
Benzo(b)fluoranthene		205-99-2	1	1	0.079	0.034 U	0.013 J	0.019 J	0.18	0.01 J	
Benzo(k)fluoranthene		207-08-9	0.8	3.9	0.026 J	0.034 U	0.04 U	0.011 J	0.049	0.039 U	
Benzo(g,h,i)perylene		191-24-2	100	100	0.029 J	0.071 J	0.4 U	0.41 U	0.099 J	0.39 U	
Benzo(a)pyrene		50-32-8	1	1	0.047	0.034 U	0.04 U	0.041 U	0.16	0.039 U	
Chrysene		218-01-9	1	3.9	0.074 J	0.34 U	0.011 J	0.013 J	0.49	0.028 J	
Dibenz(a,h)anthracene		53-70-3	0.33	0.33	0.038 U	0.034 U	0.04 U	0.041 U	0.042 U	0.039 U	
Fluoranthene		206-44-0	100	100	0.16 J	0.34 U	0.4 U	0.021 J	0.21 J	0.019 J	
Fluorene		86-73-7	30	100	0.017 J	0.34 U	0.4 U	0.053 J	0.48	0.055 J	
Indeno(1,2,3-cd)pyrene		193-39-5	0.5	0.5	0.028 J	0.038	0.04 U	0.041 U	0.084	0.039 U	

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Sample Name					DUP-1	SIN-SB-7 (5-10')	SIN-SB-8 (15-20')	SIN-SB-2A(13'-15')	SIN-SB-24A(10'-12')	SIN-SB-24A(12'-15')
In-Field Start Depth					5	5	15	13	10	12
In-Field End Depth					10	10	20	15	12	15
Depth Unit					ft	ft	ft	ft	ft	ft
Historical Start Depth (Pre-Remedial Excavation)					20	20	30	28	25	27
Historical End Depth (Pre-Remedial Excavation)					25	25	35	30	27	30
Depth Unit					ft	ft	ft	ft	ft	ft
Sample Date					8/16/2018	8/16/2018	8/16/2018	9/20/2018	9/20/2018	9/20/2018
Parent Sample					SIN-SB-6 (5-10')					
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO						
2-Methylnaphthalene		91-57-6	NE	NE	0.014 J	0.34 U	0.4 U	0.17 J	0.13 J	0.99
Naphthalene		91-20-3	12	100	0.14 J	0.34 U	0.4 U	0.41 U	0.11 J	0.076 J
Phenanthrene		85-01-8	100	100	0.13 J	0.34 U	0.4 U	0.11 J	0.7	0.092 J
Pyrene		129-00-0	100	100	0.15 J	0.34 U	0.4 U	0.05 J	0.33 J	0.037 J
NYSDEC PAH17 Other SVOCs	mg/kg									
Acetophenone		98-86-2	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
Atrazine		1912-24-9	NE	NE	0.15 U	0.14 U	0.16 U	0.16 U	0.17 U	0.16 U
Benzaldehyde		100-52-7	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
Biphenyl (1,1-Biphenyl)		92-52-4	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.056 J	0.39 U
Bis(2-chloroethoxy)methane		111-91-1	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
Bis(2-chloroethyl)ether		111-44-4	NE	NE	0.038 U	0.034 U	0.04 U	0.041 U	0.042 U	0.039 U
2,2-oxybis(1-Chloropropane)		108-60-1	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
Bis(2-ethylhexyl)phthalate		117-81-7	NE	NE	0.38 U	0.34 U	0.11 J	0.41 U*	0.42 U*	0.3 J*
4-Bromophenyl phenyl ether		101-55-3	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
Butyl benzyl phthalate		85-68-7	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U*	0.42 U*	0.39 U*
Caprolactam		105-60-2	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
Carbazole		86-74-8	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
4-Chloro-3-methylphenol		59-50-7	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
4-Chloroaniline		106-47-8	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
2-Chloronaphthalene		91-58-7	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
2-Chlorophenol		95-57-8	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
4-Chlorophenyl phenyl ether		7005-72-3	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
Dibenzofuran		132-64-9	7	59	0.38 U	0.34 U	0.4 U	0.41 U	0.14 J	0.39 U
3,3-Dichlorobenzidine		91-94-1	NE	NE	0.15 U	0.14 U	0.16 U	0.16 U	0.17 U	0.16 U
2,4-Dichlorophenol		120-83-2	NE	NE	0.15 U*	0.14 U*	0.16 U*	0.16 U	0.17 U	0.16 U
Diethyl phthalate		84-66-2	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
Dimethyl phthalate		131-11-3	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
2,4-Dimethylphenol		105-67-9	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U
Di-n-butyl phthalate		84-74-2	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U*	0.42 U*	0.39 U*
4,6-Dinitro-2-methylphenol		534-52-1	NE	NE	0.31 U	0.27 U	0.32 U	0.33 U	0.34 U	0.32 U
2,4-Dinitrophenol		51-28-5	NE	NE	0.31 U	0.27 U	0.32 U	0.33 U	0.34 U	0.32 U
2,4-Dinitrotoluene		121-14-2	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U
2,6-Dinitrotoluene		606-20-2	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U
Di-n-octyl phthalate		117-84-0	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U*	0.42 U*	0.39 U*
Hexachlorobenzene		118-74-1	0.33	0.33	0.038 U*	0.034 U*	0.04 U*	0.041 U	0.042 U	0.039 U
1,3-Hexachlorobutadiene (C-46)		87-68-3	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

					Sample Name	DUP-1	SIN-SB-7 (5-10')	SIN-SB-8 (15-20')	SIN-SB-2A(13'-15')	SIN-SB-24A(10'-12')	SIN-SB-24A(12'-15')
					In-Field Start Depth	5	5	15	13	10	12
					In-Field End Depth	10	10	20	15	12	15
					Depth Unit	ft	ft	ft	ft	ft	ft
					Historical Start Depth (Pre-Remedial Excavation)	20	20	30	28	25	27
					Historical End Depth (Pre-Remedial Excavation)	25	25	35	30	27	30
					Depth Unit	ft	ft	ft	ft	ft	ft
					Sample Date	8/16/2018	8/16/2018	8/16/2018	9/20/2018	9/20/2018	9/20/2018
					Parent Sample	SIN-SB-6 (5-10')					
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO							
Hexachlorocyclopentadiene		77-47-4	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
Hexachloroethane		67-72-1	NE	NE	0.038 U	0.034 U	0.04 U	0.041 U	0.042 U	0.039 U	
Isophorone		78-59-1	NE	NE	0.15 U	0.14 U	0.16 U	0.16 U	0.17 U	0.16 U	
2-Methylnaphthalene		91-57-6	NE	NE	0.014 J	0.34 U	0.4 U	0.17 J	0.13 J	0.99	
2-Methylphenol (o-Cresol)		95-48-7	0.33	100	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
4-Methylphenol (p-Cresol)		106-44-5	0.33	100	0.01 J	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
2-Nitroaniline		88-74-4	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
3-Nitroaniline		99-09-2	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
4-Nitroaniline		100-01-6	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
Nitrobenzene		98-95-3	NE	NE	0.038 U	0.034 U	0.04 U	0.041 U	0.042 U	0.039 U	
2-Nitrophenol		88-75-5	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U*	0.42 U*	0.39 U*	
4-Nitrophenol		100-02-7	NE	NE	0.77 U	0.69 U	0.81 U	0.83 U	0.86 U	0.8 U	
N-Nitrosodiphenylamine (NDFA)		86-30-6	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
N-Nitrosodi-n-propylamine (NDPA)		621-64-7	NE	NE	0.038 U	0.034 U	0.04 U	0.041 U	0.042 U	0.039 U	
Pentachlorophenol		87-86-5	0.8	6.7	0.31 U	0.27 U	0.32 U	0.33 U	0.34 U	0.32 U	
Phenol		108-95-2	0.33	100	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
1,2,4,5-Tetrachlorobenzene		95-94-3	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
2,3,4,6-Tetrachlorophenol		58-90-2	NE	NE	0.38 U*	0.34 U*	0.4 U*	0.41 U	0.42 U	0.39 U	
2,4,5-Trichlorophenol		95-95-4	NE	NE	0.38 U	0.34 U	0.4 U	0.41 U	0.42 U	0.39 U	
2,4,6-Trichlorophenol		88-06-2	NE	NE	0.15 U	0.14 U	0.16 U	0.16 U	0.17 U	0.16 U	
PCB Aroclors	mg/kg										
Aroclor 1016		12674-11-2	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U	
Aroclor 1221		11104-28-2	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U	
Aroclor 1232		11141-16-5	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U	
Aroclor 1242		53469-21-9	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U	
Aroclor 1248		12672-29-6	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U	
Aroclor 1254		11097-69-1	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U	
Aroclor 1260		11096-82-5	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U	
Aroclor 1262		37324-23-5	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U	
Aroclor 1268		11100-14-4	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U	
Total PCBs (Lab calculated)		1336-36-3	0.1	1	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U	
Pesticides	mg/kg										
Aldrin		309-00-2	0.005	0.097	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U	
alpha-BHC (Hexachlorocyclohexane)		319-84-6	0.02	0.48	0.0023 U	0.002 U	0.0024 U	0.0025 U	0.0026 U	0.0024 U	
beta-BHC (beta-Hexachlorocyclohexane)		319-85-7	0.036	0.36	0.0023 U	0.002 U	0.0024 U	0.0025 U	0.0026 U	0.0024 U	
gamma-BHC (gamma-Hexachlorocyclohexane) (Lindane)		58-89-9	0.1	1.3	0.0023 U	0.002 U	0.0024 U	0.0025 U	0.0026 U	0.0024 U	

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Sample Name					DUP-1	SIN-SB-7 (5-10')	SIN-SB-8 (15-20')	SIN-SB-2A(13'-15')	SIN-SB-24A(10'-12')	SIN-SB-24A(12'-15')
In-Field Start Depth					5	5	15	13	10	12
In-Field End Depth					10	10	20	15	12	15
Depth Unit					ft	ft	ft	ft	ft	ft
Historical Start Depth (Pre-Remedial Excavation)					20	20	30	28	25	27
Historical End Depth (Pre-Remedial Excavation)					25	25	35	30	27	30
Depth Unit					ft	ft	ft	ft	ft	ft
Sample Date					8/16/2018	8/16/2018	8/16/2018	9/20/2018	9/20/2018	9/20/2018
Parent Sample					SIN-SB-6 (5-10')					
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO						
delta-BHC (delta-Hexachlorocyclohexane)		319-86-8	0.04	100	0.0023 U	0.002 U	0.0024 U	0.0025 U*	0.0026 U	0.0024 U*
Chlordane (Alpha & Gamma)		57-74-9	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U
4,4'-DDT (p,p'-DDT)		50-29-3	0.0033	7.9	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U*
4,4'-DDE (p,p'-DDE)		72-55-9	0.0033	8.9	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U
4,4'-DDD (p,p'-DDD)		72-54-8	0.0033	13	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U*
Dieldrin		60-57-1	0.005	0.2	0.0023 U	0.002 U	0.0024 U	0.0025 U	0.0026 U	0.0024 U
alpha-Endosulfan (I)		959-98-8	2.4	24	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U
beta-Endosulfan (II)		33213-65-9	2.4	24	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U*
Endosulfan sulfate		1031-07-8	2.4	24	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U*
Endrin		72-20-8	0.014	11	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U*
Endrin aldehyde		7421-93-4	NE	NE	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U
Endrin ketone		53494-70-5	NE	NE	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U*
Heptachlor		76-44-8	0.042	2.1	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U
Heptachlor epoxide		1024-57-3	NE	NE	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U
Methoxychlor		72-43-5	NE	NE	0.0077 U	0.0069 U	0.0081 U	0.0083 U	0.0086 U	0.008 U
Toxaphene		8001-35-2	NE	NE	0.077 U	0.069 U	0.081 U	0.083 U	0.086 U	0.08 U
Total Metals	mg/kg									
Aluminum		7429-90-5	NE	NE	6140	12900	6660	7190	9350	7030
Antimony		7440-36-0	NE	NE	4.6 U	4.1 U	4.7 U	4.9 U	5 U	4.7 U
Arsenic		7440-38-2	13	16	3.8	3 U	6.2	2.4 J	4	1.9 J
Barium		7440-39-3	350	400	248	191	27.9 J	16.6 J	136	56.6
Beryllium		7440-41-7	7.2	72	0.21 J	0.41 U	0.21 J	0.38 J	0.63	0.39 J
Cadmium		7440-43-9	2.5	4.3	0.91 U	0.81 U	9.3 U	0.97 U	5.6	0.93 U
Calcium		7440-70-2	NE	NE	6480	11000	1360	1020 J	2450	1330
Chromium		7440-47-3	NE	NE	15.5	32.4	19.8	9.7	13.1	9.8
Cobalt		7440-48-4	NE	NE	7.4 J	15.5	7.8 J	5.8 J	5.5 J	4.3 J
Copper		7440-50-8	50	270	41.9	37.9	19.3	8.5	46.8	18.6
Iron		7439-89-6	NE	NE	14900	32600	109000	15000	14000	10300
Lead		7439-92-1	63	400	172	8.4	42.6	10.2	116	44.9
Magnesium		7439-95-4	NE	NE	2950	10400	2630	2610	2430	2110
Manganese		7439-96-5	1600	2000	150	230	405	323	170	157
Mercury		7439-97-6	0.18	0.81	0.78	0.022	0.027	0.019 U	0.36	0.058
Nickel		7440-02-0	30	310	15.8	28.2	15.9	14.1	16.5	11.5
Potassium		7440-09-7	NE	NE	3210	9410	655 J	727 J	1120 J	752 J
Selenium		7782-49-2	3.9	180	4.6 U	4.1 U	7.4	4.9 U	5 U	4.7 U
Silver		7440-22-4	2	180	2.3 U	2 U	2.3 U	2.4 U	2.5 U	2.3 U

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

					Sample Name	DUP-1	SIN-SB-7 (5-10')	SIN-SB-8 (15-20')	SIN-SB-2A(13'-15')	SIN-SB-24A(10'-12')	SIN-SB-24A(12'-15')
					In-Field Start Depth	5	5	15	13	10	12
					In-Field End Depth	10	10	20	15	12	15
					Depth Unit	ft	ft	ft	ft	ft	ft
					Historical Start Depth (Pre-Remedial Excavation)	20	20	30	28	25	27
					Historical End Depth (Pre-Remedial Excavation)	25	25	35	30	27	30
					Depth Unit	ft	ft	ft	ft	ft	ft
					Sample Date	8/16/2018	8/16/2018	8/16/2018	9/20/2018	9/20/2018	9/20/2018
					Parent Sample	SIN-SB-6 (5-10')					
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO							
Sodium		7440-23-5	NE	NE	310 J	201 J	112 J	1220 U	196 J	143 J	
Thallium		7440-28-0	NE	NE	4.6 U	1.9 J	4.8	0.85 J	0.9 J	4.7 U	
Vanadium		7440-62-2	NE	NE	26.9	43.5	22	12.8	18	10.9 J	
Zinc		7440-66-6	109	10000	139	83.9	248	32.2	703	144	

BTEX = Benzene, Toluene, Ethylbenzene, and Xylenes

PAH = Polycyclic Aromatic Hydrocarbon

PCB = Polychlorinated Biphenyl

SVOC = Semi-Volatile Organic Compound

VOC = Volatile Organic Compound

6 NYCRR = New York State Register and Official Compilation of Codes, Rules and Regulations of the State of New York

Comparison of detected results are performed against the following NYCRR, Chapter IV, Part 375-6 Soil Cleanup Objectives (SCO)s: Unrestricted Use and Residential, Restricted-Residential

CAS No. = Chemical Abstracts Service Number

NE = Not Established

NYSDEC = New York State Department of Environmental Conservation

Bolding indicates a detected result concentration

Gray shading and bolding indicates that the detected result value exceeds the Unrestricted SCO

Yellow shading and bolding indicates that the detected result value exceeds the Residential SCO

Laboratory Qualifiers:

* = The duplicate result was not within control limits.

B = The analyte was detected in the associated method blank.

J = The result is an estimated value.

U = The result was not detected above the reporting limit.

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

					Sample Name	SIN-SB-24A(17'-20')
					In-Field Start Depth	17
					In-Field End Depth	20
					Depth Unit	ft
					Historical Start Depth (Pre-Remedial Excavation)	32
					Historical End Depth (Pre-Remedial Excavation)	35
					Depth Unit	ft
					Sample Date	9/20/2018
					Parent Sample	
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO		
BTEX	mg/kg					
Benzene		71-43-2	0.06	4.8		1.8 U
Toluene		108-88-3	0.7	100		2.1
Ethylbenzene		100-41-4	1	41		140
o-Xylene		95-47-6	0.26	100		170
m/p-Xylene		179601-23-1	0.26	100		530
Total Xylene		1330-20-7	0.26	100		710
Total BTEX		N/A				1552.1
Other VOCs	mg/kg					
Acetone		67-64-1	0.05	100		9.2 U
Bromochloromethane		74-97-5	NE	NE		1.8 U
Bromodichloromethane		75-27-4	NE	NE		1.8 U
Bromoform		75-25-2	NE	NE		1.8 U
Bromomethane		74-83-9	NE	NE		1.8 U
t-Butyl alcohol (Tertiary Butyl Alcohol)		75-65-0	NE	NE		18 U
Carbon disulfide		75-15-0	NE	NE		1.8 U
Carbon tetrachloride		56-23-5	0.76	2.4		1.8 U
Chlorobenzene		108-90-7	1.1	100		1.8 U
Chloroethane		75-00-3	NE	NE		1.8 U*
Chloroform (Trichloromethane)		67-66-3	0.37	49		1.8 U
Chloromethane		74-87-3	NE	NE		1.8 U
Cyclohexane		110-82-7	NE	NE		23
1,2-Dibromo-3-chloropropane		96-12-8	NE	NE		1.8 U
Dibromochloromethane		124-48-1	NE	NE		1.8 U
1,2-Dibromoethane (EDB)		106-93-4	NE	NE		1.8 U
1,2-Dichlorobenzene (o-DCB)		95-50-1	1.1	100		1.8 U
1,3-Dichlorobenzene (m-DCB)		541-73-1	2.4	49		1.8 U
1,4-Dichlorobenzene (p-DCB)		106-46-7	1.8	13		1.8 U
Dichlorodifluoromethane (Freon 12)		75-71-8	NE	NE		1.8 U
1,1-Dichloroethane		75-34-3	0.27	26		1.8 U
1,2-Dichloroethane		107-06-2	0.02	3.1		1.8 U
1,1-Dichloroethene		75-35-4	0.33	100		1.8 U
cis-1,2-Dichloroethene		156-59-2	0.25	100		1.8 U
trans-1,2-Dichloroethene		156-60-5	0.19	100		1.8 U
1,2-Dichloropropane		78-87-5	NE	NE		1.8 U
cis-1,3-Dichloropropene		10061-01-5	NE	NE		1.8 U

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

					Sample Name	SIN-SB-24A(17'-20')
					In-Field Start Depth	17
					In-Field End Depth	20
					Depth Unit	ft
					Historical Start Depth (Pre-Remedial Excavation)	32
					Historical End Depth (Pre-Remedial Excavation)	35
					Depth Unit	ft
					Sample Date	9/20/2018
					Parent Sample	
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO		
trans-1,3-Dichloropropene		10061-02-6	NE	NE	1.8 U	
1,4-Dioxane		123-91-1	0.1	13	92 U	
2-Hexanone		591-78-6	NE	NE	9.2 U	
Isopropylbenzene		98-82-8	NE	NE	25	
Methyl acetate		79-20-9	NE	NE	9.2 U	
Methyl ethyl ketone (2-Butanone)		78-93-3	0.12	100	9.2 U	
Methyl tert-butyl ether (MTBE)		1634-04-4	0.93	100	1.8 U	
4-Methyl-2-pentanone (MIBK)		108-10-1	NE	NE	9.2 U	
Methylcyclohexane		108-87-2	NE	NE	35	
Methylene chloride		75-09-2	0.05	100	1.8 U	
Styrene		100-42-5	NE	NE	1.8 U	
1,1,1,2-Tetrachloroethane		630-20-6	NE	NE	1.8 U	
1,1,2,2-Tetrachloroethane		79-34-5	NE	NE	1.8 U	
Tetrachloroethene (PCE)		127-18-4	1.3	19	1.8 U	
1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)		76-13-1	NE	NE	1.8 U	
1,2,3-Trichlorobenzene		87-61-6	NE	NE	1.8 U	
1,2,4-Trichlorobenzene		120-82-1	NE	NE	1.8 U	
1,1,1-Trichloroethane (TCA)		71-55-6	0.68	100	1.8 U	
1,1,2-Trichloroethane		79-00-5	NE	NE	1.8 U	
Trichloroethene (TCE)		79-01-6	0.47	21	1.8 U	
Trichlorofluoromethane (Freon 11)		75-69-4	NE	NE	1.8 U	
Vinyl chloride		75-01-4	0.02	0.9	1.8 U	
NYSDEC PAH17	mg/kg					
Acenaphthene		83-32-9	20	100	0.48 U	
Acenaphthylene		208-96-8	100	100	0.48 U	
Anthracene		120-12-7	100	100	0.48 U	
Benzo(a)anthracene		56-55-3	1	1	0.048 U	
Benzo(b)fluoranthene		205-99-2	1	1	0.048 U	
Benzo(k)fluoranthene		207-08-9	0.8	3.9	0.048 U	
Benzo(g,h,i)perylene		191-24-2	100	100	0.48 U	
Benzo(a)pyrene		50-32-8	1	1	0.048 U	
Chrysene		218-01-9	1	3.9	0.48 U	
Dibenz(a,h)anthracene		53-70-3	0.33	0.33	0.048 U	
Fluoranthene		206-44-0	100	100	0.48 U	
Fluorene		86-73-7	30	100	0.48 U	
Indeno(1,2,3-cd)pyrene		193-39-5	0.5	0.5	0.048 U	

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

					Sample Name	SIN-SB-24A(17'-20')
					In-Field Start Depth	17
					In-Field End Depth	20
					Depth Unit	ft
					Historical Start Depth (Pre-Remedial Excavation)	32
					Historical End Depth (Pre-Remedial Excavation)	35
					Depth Unit	ft
					Sample Date	9/20/2018
					Parent Sample	
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO		
2-Methylnaphthalene		91-57-6	NE	NE	1	
Naphthalene		91-20-3	12	100	0.48	
Phenanthrene		85-01-8	100	100	0.036 J	
Pyrene		129-00-0	100	100	0.48 U	
NYSDEC PAH17 Other SVOCs	mg/kg					
Acetophenone		98-86-2	NE	NE	0.48 U	
Atrazine		1912-24-9	NE	NE	0.19 U	
Benzaldehyde		100-52-7	NE	NE	0.48 U	
Biphenyl (1,1-Biphenyl)		92-52-4	NE	NE	0.041 J	
Bis(2-chloroethoxy)methane		111-91-1	NE	NE	0.48 U	
Bis(2-chloroethyl)ether		111-44-4	NE	NE	0.048 U	
2,2-oxybis(1-Chloropropane)		108-60-1	NE	NE	0.48 U	
Bis(2-ethylhexyl)phthalate		117-81-7	NE	NE	0.026 J*	
4-Bromophenyl phenyl ether		101-55-3	NE	NE	0.48 U	
Butyl benzyl phthalate		85-68-7	NE	NE	0.48 U*	
Caprolactam		105-60-2	NE	NE	0.48 U	
Carbazole		86-74-8	NE	NE	0.48 U	
4-Chloro-3-methylphenol		59-50-7	NE	NE	0.48 U	
4-Chloroaniline		106-47-8	NE	NE	0.48 U	
2-Chloronaphthalene		91-58-7	NE	NE	0.48 U	
2-Chlorophenol		95-57-8	NE	NE	0.48 U	
4-Chlorophenyl phenyl ether		7005-72-3	NE	NE	0.48 U	
Dibenzofuran		132-64-9	7	59	0.48 U	
3,3-Dichlorobenzidine		91-94-1	NE	NE	0.19 U	
2,4-Dichlorophenol		120-83-2	NE	NE	0.19 U	
Diethyl phthalate		84-66-2	NE	NE	0.48 U	
Dimethyl phthalate		131-11-3	NE	NE	0.48 U	
2,4-Dimethylphenol		105-67-9	NE	NE	0.48 U	
Di-n-butyl phthalate		84-74-2	NE	NE	0.48 U*	
4,6-Dinitro-2-methylphenol		534-52-1	NE	NE	0.39 U	
2,4-Dinitrophenol		51-28-5	NE	NE	0.39 U	
2,4-Dinitrotoluene		121-14-2	NE	NE	0.098 U	
2,6-Dinitrotoluene		606-20-2	NE	NE	0.098 U	
Di-n-octyl phthalate		117-84-0	NE	NE	0.48 U*	
Hexachlorobenzene		118-74-1	0.33	0.33	0.048 U	
1,3-Hexachlorobutadiene (C-46)		87-68-3	NE	NE	0.098 U	

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

					Sample Name	SIN-SB-24A(17'-20')
					In-Field Start Depth	17
					In-Field End Depth	20
					Depth Unit	ft
					Historical Start Depth (Pre-Remedial Excavation)	32
					Historical End Depth (Pre-Remedial Excavation)	35
					Depth Unit	ft
					Sample Date	9/20/2018
					Parent Sample	
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO		
Hexachlorocyclopentadiene		77-47-4	NE	NE	0.48 U	
Hexachloroethane		67-72-1	NE	NE	0.048 U	
Isophorone		78-59-1	NE	NE	0.19 U	
2-Methylnaphthalene		91-57-6	NE	NE	1	
2-Methylphenol (o-Cresol)		95-48-7	0.33	100	0.48 U	
4-Methylphenol (p-Cresol)		106-44-5	0.33	100	0.48 U	
2-Nitroaniline		88-74-4	NE	NE	0.48 U	
3-Nitroaniline		99-09-2	NE	NE	0.48 U	
4-Nitroaniline		100-01-6	NE	NE	0.48 U	
Nitrobenzene		98-95-3	NE	NE	0.048 U	
2-Nitrophenol		88-75-5	NE	NE	0.48 U*	
4-Nitrophenol		100-02-7	NE	NE	0.98 U	
N-Nitrosodiphenylamine (NDFA)		86-30-6	NE	NE	0.48 U	
N-Nitrosodi-n-propylamine (NDPA)		621-64-7	NE	NE	0.048 U	
Pentachlorophenol		87-86-5	0.8	6.7	0.39 U	
Phenol		108-95-2	0.33	100	0.48 U	
1,2,4,5-Tetrachlorobenzene		95-94-3	NE	NE	0.48 U	
2,3,4,6-Tetrachlorophenol		58-90-2	NE	NE	0.48 U	
2,4,5-Trichlorophenol		95-95-4	NE	NE	0.48 U	
2,4,6-Trichlorophenol		88-06-2	NE	NE	0.19 U	
PCB Aroclors	mg/kg					
Aroclor 1016		12674-11-2	NE	NE	0.098 U	
Aroclor 1221		11104-28-2	NE	NE	0.098 U	
Aroclor 1232		11141-16-5	NE	NE	0.098 U	
Aroclor 1242		53469-21-9	NE	NE	0.098 U	
Aroclor 1248		12672-29-6	NE	NE	0.098 U	
Aroclor 1254		11097-69-1	NE	NE	0.098 U	
Aroclor 1260		11096-82-5	NE	NE	0.098 U	
Aroclor 1262		37324-23-5	NE	NE	0.098 U	
Aroclor 1268		11100-14-4	NE	NE	0.098 U	
Total PCBs (Lab calculated)		1336-36-3	0.1	1	0.098 U	
Pesticides	mg/kg					
Aldrin		309-00-2	0.005	0.097	0.0098 U	
alpha-BHC (Hexachlorocyclohexane)		319-84-6	0.02	0.48	0.0029 U	
beta-BHC (beta-Hexachlorocyclohexane)		319-85-7	0.036	0.36	0.0029 U	
gamma-BHC (gamma-Hexachlorocyclohexane) (Lindane)		58-89-9	0.1	1.3	0.0029 U	

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

					Sample Name	SIN-SB-24A(17'-20')
					In-Field Start Depth	17
					In-Field End Depth	20
					Depth Unit	ft
					Historical Start Depth (Pre-Remedial Excavation)	32
					Historical End Depth (Pre-Remedial Excavation)	35
					Depth Unit	ft
					Sample Date	9/20/2018
					Parent Sample	
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO		
delta-BHC (delta-Hexachlorocyclohexane)		319-86-8	0.04	100	0.0029 U	
Chlordane (Alpha & Gamma)		57-74-9	NE	NE	0.098 U	
4,4'-DDT (p,p'-DDT)		50-29-3	0.0033	7.9	0.0098 U	
4,4'-DDE (p,p'-DDE)		72-55-9	0.0033	8.9	0.0098 U	
4,4'-DDD (p,p'-DDD)		72-54-8	0.0033	13	0.0098 U	
Dieldrin		60-57-1	0.005	0.2	0.0029 U	
alpha-Endosulfan (I)		959-98-8	2.4	24	0.0098 U	
beta-Endosulfan (II)		33213-65-9	2.4	24	0.0098 U	
Endosulfan sulfate		1031-07-8	2.4	24	0.0098 U	
Endrin		72-20-8	0.014	11	0.0098 U	
Endrin aldehyde		7421-93-4	NE	NE	0.0098 U	
Endrin ketone		53494-70-5	NE	NE	0.0098 U	
Heptachlor		76-44-8	0.042	2.1	0.0098 U	
Heptachlor epoxide		1024-57-3	NE	NE	0.0098 U	
Methoxychlor		72-43-5	NE	NE	0.0098 U	
Toxaphene		8001-35-2	NE	NE	0.098 U	
Total Metals	mg/kg					
Aluminum		7429-90-5	NE	NE	7950	
Antimony		7440-36-0	NE	NE	5.8 U	
Arsenic		7440-38-2	13	16	1.8 J	
Barium		7440-39-3	350	400	24.3 J	
Beryllium		7440-41-7	7.2	72	0.43 J	
Cadmium		7440-43-9	2.5	4.3	1.2 U	
Calcium		7440-70-2	NE	NE	769 J	
Chromium		7440-47-3	NE	NE	10.9	
Cobalt		7440-48-4	NE	NE	6.8 J	
Copper		7440-50-8	50	270	12.6	
Iron		7439-89-6	NE	NE	16500	
Lead		7439-92-1	63	400	27.4	
Magnesium		7439-95-4	NE	NE	2910	
Manganese		7439-96-5	1600	2000	245	
Mercury		7439-97-6	0.18	0.81	0.014 J	
Nickel		7440-02-0	30	310	14.3	
Potassium		7440-09-7	NE	NE	781 J	
Selenium		7782-49-2	3.9	180	5.8 U	
Silver		7440-22-4	2	180	2.9 U	

Table 2b. Post-Remedial Action Soil Sample Exceedances – Supplemental Investigation Work Plan Soil Samples
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Sample Name						SIN-SB-24A(17'-20')
In-Field Start Depth						17
In-Field End Depth						20
Depth Unit						ft
Historical Start Depth (Pre-Remedial Excavation)						32
Historical End Depth (Pre-Remedial Excavation)						35
Depth Unit						ft
Sample Date						9/20/2018
Parent Sample						
Analyte	Units	CAS No.	Unrestricted SCO	Restricted Residential SCO		
Sodium		7440-23-5	NE	NE	1450 U	
Thallium		7440-28-0	NE	NE	1.7 J	
Vanadium		7440-62-2	NE	NE	14.8	
Zinc		7440-66-6	109	10000	38.7	

BTEX = Benzene, Toluene, Ethylbenzene, and Xylenes
 PAH = Polycyclic Aromatic Hydrocarbon
 PCB = Polychlorinated Biphenyl
 SVOC = Semi-Volatile Organic Compound
 VOC = Volatile Organic Compound

6 NYCRR = New York State Register and Official Compilation of Codes, Rules and Regulations of the State of New York

Comparison of detected results are performed against the following NYCRR, Chapter IV, Part 375-6 Soil Cleanup Objectives (SCO)s: Unrestricted Use and Residential, Restricted-Residential

CAS No. = Chemical Abstracts Service Number
 NE = Not Established
 NYSDEC = New York State Department of Environmental Conservation

Bolding indicates a detected result concentration
 Gray shading and bolding indicates that the detected result value exceeds the Unrestricted SCO
 Yellow shading and bolding indicates that the detected result value exceeds the Residential SCO

Laboratory Qualifiers:

* = The duplicate result was not within control limits.
 B = The analyte was detected in the associated method blank.
 J = The result is an estimated value.
 U = The result was not detected above the reporting limit.

Table 3. Post-Remedial Action Groundwater Sample Analytical Results
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Analyte	Units	CAS No.	Sample Name Sample Date Parent Sample	SIN-MW-1	SIN-MW-3	ET-MW-8	SIN MW-2A	SIN-MW-X	SIN MW-24A	Field Blank	Field Blank	Trip Blank	Trip Blank
				8/27/2018	8/27/2018	9/24/2018	9/24/2018	9/24/2018	9/24/2018	9/24/2018	8/27/2018	9/24/2018	8/27/2018
		NYS AWQS						SIN MW-2A					
BTEX	ug/L												
Benzene		71-43-2	1	10 U	1 U	4.7 J	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Toluene		108-88-3	5	10 U	1 U	29	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Ethylbenzene		100-41-4	5	1600	1 U	130	11	1 U	1 U	1 U	1 U	1 U	1 U
o-Xylene		95-47-6	5	54	1 U	200	6.2	0.52 J	0.5 J	1 U	1 U	1 U	1 U
m/p-Xylene		179601-23-1	5	2300	1 U	690	27	0.66 J	0.61 J	1 U	0.66 J	1 U	1.1
Total Xylene		1330-20-7	5	2354	2 U	890	33	1.2 J	1.1 J	2 U	0.66 J	2 U	1.4 J
Total BTEX		N/A		6254	No Detections	1943.7	77.2	2.38	2.21	No Detections	1.32	No Detections	2.5
Other VOCs	ug/L												
Acetone		67-64-1	50*	240	5 U	29	7.8	13	12	5 U	5 U	5 U	5 U
Bromochloromethane		74-97-5	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Bromodichloromethane		75-27-4	50*	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Bromoform		75-25-2	50*	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Bromomethane		74-83-9	5	10 U	1 U	5 U	1 U	3.4	2.6	1 U	1 U	1 U	1 U
t-Butyl alcohol (Tertiary Butyl Alcohol)		75-65-0	NE	100 U	10 U	50 U	10 U	10 U	10 U	10 U	10 U	10 U	10 U
Carbon disulfide		75-15-0	60*	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Carbon tetrachloride		56-23-5	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Chlorobenzene		108-90-7	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Chloroethane		75-00-3	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Chloroform (Trichloromethane)		67-66-3	7	10 U	0.65 J	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Chloromethane		74-87-3	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Cyclohexane		110-82-7	NE	110	1 U	20	6.1	1 U	1 U	1 U	1 U	1 U	1 U
1,2-Dibromo-3-chloropropane		96-12-8	0.04	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Dibromochloromethane		124-48-1	50*	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,2-Dibromoethane (EDB)		106-93-4	0.0006	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,2-Dichlorobenzene (o-DCB)		95-50-1	3	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,3-Dichlorobenzene (m-DCB)		541-73-1	3	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,4-Dichlorobenzene (p-DCB)		106-46-7	3	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Dichlorodifluoromethane (Freon 12)		75-71-8	5	10 U	1 U	5 U*	1 U	1 U	1 U	1 U	1 U	1 U	1 U*
1,1-Dichloroethane		75-34-3	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,2-Dichloroethane		107-06-2	0.6	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,1-Dichloroethene		75-35-4	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
cis-1,2-Dichloroethene		156-59-2	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
trans-1,2-Dichloroethene		156-60-5	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,2-Dichloropropane		78-87-5	1	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
cis-1,3-Dichloropropene		10061-01-5	0.4	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
trans-1,3-Dichloropropene		10061-02-6	0.4	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,4-Dioxane		123-91-1	NE	500 U	50 U	250 U	50 U	50 U	50 U	50 U	50 U	50 U	50 U
2-Hexanone		591-78-6	50*	50 U	5 U	25 U	5 U	5 U	5 U	5 U	5 U	5 U	5 U
Isopropylbenzene		98-82-8	5	110	1 U	30	6.9	0.73 J	0.69 J	1 U	1 U	1 U	1 U
Methyl acetate		79-20-9	NE	50 U	5 U	25 U	5 U	5 U	5 U	5 U	5 U	5 U	5 U
Methyl ethyl ketone (2-Butanone)		78-93-3	50*	160	5 U	25 U	2.9 J	3.5 J	2.5 J	5 U	5 U	5 U	5 U
Methyl tert-butyl ether (MTBE)		1634-04-4	10*	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
4-Methyl-2-pentanone (MIBK)		108-10-1	NE	50 U	5 U	25 U	5 U	5 U	5 U	5 U	5 U	5 U	5 U
Methylcyclohexane		108-87-2	NE	83	1 U	10	24	2.4	1.9	1 U	1 U	1 U	1 U
Methylene chloride		75-09-2	5	10 U	1 U	5 U	1 U	1 U	1 U	0.62 J	1 U	1 U	7.5
Styrene		100-42-5	5	10 U	1 U	5 U	0.42 J	1 U	1 U	1 U	1 U	1 U	1 U
1,1,1,2-Tetrachloroethane		630-20-6	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,1,2,2-Tetrachloroethane		79-34-5	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Tetrachloroethene (PCE)		127-18-4	5	10 U	1 U	5 U	0.54 J	1 U	0.27 J	1 U	1 U	1 U	1 U
1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)		76-13-1	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,2,3-Trichlorobenzene		87-61-6	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,2,4-Trichlorobenzene		120-82-1	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,1,1-Trichloroethane (TCA)		71-55-6	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
1,1,2-Trichloroethane		79-00-5	1	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Trichloroethene (TCE)		79-01-6	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Trichlorofluoromethane (Freon 11)		75-69-4	5	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U
Vinyl chloride		75-01-4	2	10 U	1 U	5 U	1 U	1 U	1 U	1 U	1 U	1 U	1 U

Table 3. Post-Remedial Action Groundwater Sample Analytical Results
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Analyte	Units	Sample Name		SIN-MW-1 8/27/2018	SIN-MW-3 8/27/2018	ET-MW-8 9/24/2018	SIN MW-2A 9/24/2018	SIN-MW-X 9/24/2018 SIN MW-2A	SIN MW-24A 9/24/2018	Field Blank 8/27/2018	Field Blank 9/24/2018	Trip Blank 8/27/2018	Trip Blank 9/24/2018
		Sample Date	Parent Sample										
		CAS No.	NYS AWQS										
NYSDEC PAH17	ug/L												
Acenaphthene		83-32-9	20*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Acenaphthylene		208-96-8	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Anthracene		120-12-7	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Benzo(a)anthracene		56-55-3	0.002*	1 U	Not Analyzed**	1 U	1 U	Not Analyzed**	Not Analyzed**	1 U	1 U	N/A	N/A
Benzo(b)fluoranthene		205-99-2	0.002*	2 U	Not Analyzed**	2 U	2 U	Not Analyzed**	Not Analyzed**	2 U	2 U	N/A	N/A
Benzo(k)fluoranthene		207-08-9	0.002*	1 U	Not Analyzed**	1 U	1 U	Not Analyzed**	Not Analyzed**	1 U	1 U	N/A	N/A
Benzo(g,h,i)perylene		191-24-2	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Benzo(a)pyrene		50-32-8	ND	1 U	Not Analyzed**	1 U	1 U	Not Analyzed**	Not Analyzed**	1 U	1 U	N/A	N/A
Chrysene		218-01-9	0.002*	10 U	Not Analyzed**	2 U	2 U	Not Analyzed**	Not Analyzed**	10 U	2 U	N/A	N/A
Dibenz(a,h)anthracene		53-70-3	NE	1 U	Not Analyzed**	1 U	1 U	Not Analyzed**	Not Analyzed**	1 U	1 U	N/A	N/A
Fluoranthene		206-44-0	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Fluorene		86-73-7	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Indeno(1,2,3-cd)pyrene		193-39-5	0.002*	2 U	Not Analyzed**	2 U	2 U	Not Analyzed**	Not Analyzed**	2 U	2 U	N/A	N/A
2-Methylnaphthalene		91-57-6	NE	5.2 J	Not Analyzed**	5.2 J	3.2 J	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Naphthalene		91-20-3	10*	7.7 J	Not Analyzed**	43	3.8 J	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Phenanthrene		85-01-8	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Pyrene		129-00-0	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
NYSDEC PAH17 Other SVOCs	ug/L												
Acetophenone		98-86-2	NE	10 U	Not Analyzed**	11	10 U	Not Analyzed**	Not Analyzed**	10 U	1.3 J	N/A	N/A
Atrazine		1912-24-9	7.5	2 U*	Not Analyzed**	2 U	2 U	Not Analyzed**	Not Analyzed**	2 U*	2 U	N/A	N/A
Benzaldehyde		100-52-7	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Biphenyl (1,1-Biphenyl)		92-52-4	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Bis(2-chloroethoxy)methane		111-91-1	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Bis(2-chloroethyl)ether		111-44-4	1	1 U	Not Analyzed**	1 U	1 U	Not Analyzed**	Not Analyzed**	1 U	1 U	N/A	N/A
2,2-oxybis(1-Chloropropane)		108-60-1	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Bis(2-ethylhexyl)phthalate		117-81-7	5	2 U	Not Analyzed**	2 U	2 U	Not Analyzed**	Not Analyzed**	2 U	2 U	N/A	N/A
4-Bromophenyl phenyl ether		101-55-3	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Butyl benzyl phthalate		85-68-7	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Caprolactam		105-60-2	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Carbazole		86-74-8	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
4-Chloro-3-methylphenol		59-50-7	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
4-Chloroaniline		106-47-8	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
2-Chloronaphthalene		91-58-7	10*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
2-Chlorophenol		95-57-8	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
4-Chlorophenyl phenyl ether		7005-72-3	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Dibenzofuran		132-64-9	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
3,3-Dichlorobenzidine		91-94-1	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
2,4-Dichlorophenol		120-83-2	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Diethyl phthalate		84-66-2	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	4.3 J	2.2 J	N/A	N/A
Dimethyl phthalate		131-11-3	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
2,4-Dimethylphenol		105-67-9	50*	10 U	Not Analyzed**	2.4 J	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Di-n-butyl phthalate		84-74-2	50	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
4,6-Dinitro-2-methylphenol		534-52-1	NE	20 U	Not Analyzed**	20 U*	20 U*	Not Analyzed**	Not Analyzed**	20 U	20 U*	N/A	N/A
2,4-Dinitrophenol		51-28-5	10*	20 U	Not Analyzed**	20 U*	20 U*	Not Analyzed**	Not Analyzed**	20 U	20 U*	N/A	N/A
2,4-Dinitrotoluene		121-14-2	5	2 U	Not Analyzed**	2 U	2 U	Not Analyzed**	Not Analyzed**	2 U	2 U	N/A	N/A
2,6-Dinitrotoluene		606-20-2	5	2 U	Not Analyzed**	2 U	2 U	Not Analyzed**	Not Analyzed**	2 U	2 U	N/A	N/A
Di-n-octyl phthalate		117-84-0	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
1,4-Dioxane		123-91-1	NE	0.2 U	Not Analyzed**	0.73	0.2 U	Not Analyzed**	Not Analyzed**	0.2 U	0.21 U	N/A	N/A
Hexachlorobenzene		118-74-1	0.04	1 U	Not Analyzed**	1 U	1 U	Not Analyzed**	Not Analyzed**	1 U	1 U	N/A	N/A
1,3-Hexachlorobutadiene (C-46)		87-68-3	0.5	1 U	Not Analyzed**	1 U	1 U	Not Analyzed**	Not Analyzed**	1 U	1 U	N/A	N/A
Hexachlorocyclopentadiene		77-47-4	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Hexachloroethane		67-72-1	5	2 U	Not Analyzed**	2 U	2 U	Not Analyzed**	Not Analyzed**	2 U	2 U	N/A	N/A
Isophorone		78-59-1	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
2-Methylnaphthalene		91-57-6	NE	5.2 J	Not Analyzed**	5.2 J	3.2 J	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
2-Methylphenol (o-Cresol)		95-48-7	1	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
4-Methylphenol (p-Cresol)		106-44-5	1	3.2 J	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A

Table 3. Post-Remedial Action Groundwater Sample Analytical Results
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Analyte	Units	Sample Name		SIN-MW-1 8/27/2018	SIN-MW-3 8/27/2018	ET-MW-8 9/24/2018	SIN MW-2A 9/24/2018	SIN-MW-X 9/24/2018 SIN MW-2A	SIN MW-24A 9/24/2018	Field Blank 8/27/2018	Field Blank 9/24/2018	Trip Blank 8/27/2018	Trip Blank 9/24/2018
		Sample Date	Parent Sample										
		CAS No.	NYS AWQS										
2-Nitroaniline		88-74-4	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
3-Nitroaniline		99-09-2	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
4-Nitroaniline		100-01-6	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Nitrobenzene		98-95-3	0.4	1 U	Not Analyzed**	1 U*	1 U*	Not Analyzed**	Not Analyzed**	1 U	1 U*	N/A	N/A
2-Nitrophenol		88-75-5	NE	10 U	Not Analyzed**	10 U*	10 U*	Not Analyzed**	Not Analyzed**	10 U	10 U*	N/A	N/A
4-Nitrophenol		100-02-7	NE	20 U*	Not Analyzed**	20 U*	20 U*	Not Analyzed**	Not Analyzed**	20 U*	20 U*	N/A	N/A
N-Nitrosodiphenylamine (N DFA)		86-30-6	50*	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
N-Nitrosodi-n-propylamine (NDPA)		621-64-7	NE	1 U	Not Analyzed**	1 U	1 U	Not Analyzed**	Not Analyzed**	1 U	1 U	N/A	N/A
Pentachlorophenol		87-86-5	1	20 U	Not Analyzed**	20 U	20 U	Not Analyzed**	Not Analyzed**	20 U	20 U	N/A	N/A
Phenol		108-95-2	1	10 U*	Not Analyzed**	10 U*	10 U*	Not Analyzed**	Not Analyzed**	10 U*	10 U*	N/A	N/A
1,2,4,5-Tetrachlorobenzene		95-94-3	5	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
2,3,4,6-Tetrachlorophenol		58-90-2	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
2,4,5-Trichlorophenol		95-95-4	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
2,4,6-Trichlorophenol		88-06-2	NE	10 U	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
PFAS	ng/L												
N-ethyl perfluorooctanesulfonamidoacetic acid		2991-50-6	NE	18.9 U	18.0 U	25.1 U	18.4 U	19.1 U	18.5 U	17.5 U	17.0 U	N/A	N/A
N-methyl perfluorooctanesulfonamidoacetic acid		2355-31-9	NE	18.9 U	18.0 U	25.1 U	18.4 U	19.1 U	18.5 U	17.5 U	17.0 U	N/A	N/A
Perfluorobutanesulfonic acid (PFBS)		375-73-5	NE	7.27	6.79	6.31	6.49	4.56	4.58	1.75 U	1.70 U	N/A	N/A
Perfluorobutanoic Acid		375-22-4	NE	1.89 U	14.2	2.51 U	10.2 B	8.22	9.32 B	1.75 U	0.37 J	N/A	N/A
Perfluorodecane Sulfonic Acid		335-77-3	NE	1.89 U	1.80 U	2.51 U	1.84 U	1.91 U	1.85 U	1.75 U	1.70 U	N/A	N/A
Perfluorodecanoic acid (PFDA)		335-76-2	NE	12.8	1.80 U	1.29 J	6.61	2.71	2.94	1.75 U	1.70 U	N/A	N/A
Perfluorododecanoic acid (PFDoA)		307-55-1	NE	0.76 J	1.80 U	2.51 U	1.84 U	1.91 U	1.85 U	1.75 U	1.70 U	N/A	N/A
Perfluoroheptane Sulfonate (PFHpS)		375-92-8	NE	0.57 J	1.80 U	0.61 J	0.61 J	0.20 J	1.85 U	1.75 U	1.70 U	N/A	N/A
Perfluoroheptanoic acid (PFHpA)		375-85-9	NE	7.56	8.27	13.0	2.85	2.40	1.99	1.75 U	1.70 U	N/A	N/A
Perfluorohexanoic acid (PFHxA)		307-24-4	NE	17.7	11.1	19.7	11.3	5.71	6.69	1.75 U	1.70 U	N/A	N/A
Perfluorooctane Sulfonamide (FOSA)		754-91-6	NE	0.97 J	1.80 U	2.51 U	1.84 U	1.91 U	1.85 U	1.75 U	1.70 U	N/A	N/A
Perfluoropentanoic Acid (PFPeA)		2706-90-3	NE	2.40	11.6	24.8	2.74	6.81	6.01	1.75 U	1.70 U	N/A	N/A
Perfluorotetradecanoic acid (PFTA)		376-06-7	NE	1.89 U	0.55 J	2.51 U	1.84 U	1.91 U	1.85 U	1.75 U	1.70 U	N/A	N/A
Perfluorotridecanoic acid (PFTTrDA)		72629-94-8	NE	1.89 U	1.80 U	2.51 U	1.84 U	1.91 U	1.85 U	1.75 U	1.70 U	N/A	N/A
Perfluoroundecanoic acid (PFUnA)		2058-94-8	NE	2.76	1.80 U	2.51 U	1.84 U	1.91 U	1.85 U	1.75 U	1.70 U	N/A	N/A
Sodium 1H,1H,2H,2H-Perfluorodecane Sulfonate (8:2)		39108-34-4	NE	18.9 U	18.0 U	25.1 U	18.4 U	19.1 U	18.5 U	17.5 U	17.0 U	N/A	N/A
Sodium 1H,1H,2H,2H-Perfluorooctane Sulfonate (6:2)		27619-97-2	NE	18.9 U	18.0 U	25.1 U	18.4 U	10.8 J	18.5 U	17.5 U	5.76 J	N/A	N/A
Perfluorohexane sulfonate (PFHxS)		355-46-4	NE	9.04 B	4.01 B	4.30	2.60 B	2.25 B	1.95 B	0.27 JB	0.31 JB	N/A	N/A
Perfluorononanoic Acid (PFNA)		375-95-1	NE	4.12	0.74 J	2.22 J	3.57	1.08 J	0.86 J	1.75 U	1.70 U	N/A	N/A
Perfluorooctane sulfonate (PFOS)		1763-23-1	NE	89.3	5.05	27.4	103	23.7	25.3	1.75 U	1.70 U	N/A	N/A
Perfluorooctanoic Acid (PFOA)		335-67-1	NE	14.2	25.2	37.1	9.45	4.80	4.93	1.75 U	1.70 U	N/A	N/A
PFOA + PFOS		N/A	NE	103.5	30.25	64.5	112.45	28.5	30.23	1.75 U	1.75 U	N/A	N/A
Total PFAS		N/A	N	169.45	87.51	136.73	159.42	73.24	64.57	0.27 JB	6.43 JB	N/A	N/A
PCB Aroclors	ug/L												
Aroclor 1016		12674-11-2	NE	Not Analyzed**	Not Analyzed**	0.4 U	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	N/A	N/A
Aroclor 1221		11104-28-2	NE	Not Analyzed**	Not Analyzed**	0.4 U	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	N/A	N/A
Aroclor 1232		11141-16-5	NE	Not Analyzed**	Not Analyzed**	0.4 U	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	N/A	N/A
Aroclor 1242		53469-21-9	NE	Not Analyzed**	Not Analyzed**	0.4 U	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	N/A	N/A
Aroclor 1248		12672-29-6	NE	Not Analyzed**	Not Analyzed**	0.4 U	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	N/A	N/A
Aroclor 1254		11097-69-1	NE	Not Analyzed**	Not Analyzed**	0.4 U	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	N/A	N/A
Aroclor 1260		11096-82-5	NE	Not Analyzed**	Not Analyzed**	0.4 U	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	N/A	N/A
Aroclor 1262		37324-23-5	NE	Not Analyzed**	Not Analyzed**	0.4 U	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	N/A	N/A
Aroclor 1268		11100-14-4	NE	Not Analyzed**	Not Analyzed**	0.4 U	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	N/A	N/A
Total PCBs (Lab calculated)		1336-36-3	0.09	Not Analyzed**	Not Analyzed**	0.4 U	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	Not Analyzed**	N/A	N/A

Table 3. Post-Remedial Action Groundwater Sample Analytical Results
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

Analyte	Units	CAS No.	NYS AWQS	Sample Name	SIN-MW-1	SIN-MW-3	ET-MW-8	SIN MW-2A	SIN-MW-X	SIN MW-24A	Field Blank	Field Blank	Trip Blank	Trip Blank
				Sample Date	8/27/2018	8/27/2018	9/24/2018	9/24/2018	9/24/2018	9/24/2018	9/24/2018	8/27/2018	9/24/2018	8/27/2018
				Parent Sample					SIN MW-2A					
Pesticides	ug/L													
Aldrin		309-00-2	ND		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
alpha-BHC (Hexachlorocyclohexane)		319-84-6	0.01		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
beta-BHC (beta-Hexachlorocyclohexane)		319-85-7	0.04		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
gamma-BHC (gamma-Hexachlorocyclohexane) (Lindane)		58-89-9	0.05		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
delta-BHC (delta-Hexachlorocyclohexane)		319-86-8	0.04		0.02 U	Not Analyzed**	0.02 U*	0.02 U*	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U*	N/A	N/A
Chlordane (Alpha & Gamma)		57-74-9	0.05		0.5 U	Not Analyzed**	0.5 U	0.5 U	Not Analyzed**	Not Analyzed**	0.5 U	0.5 U	N/A	N/A
4,4'-DDT (p,p'-DDT)		50-29-3	0.2		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
4,4'-DDE (p,p'-DDE)		72-55-9	0.2		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
4,4'-DDD (p,p'-DDD)		72-54-8	0.3		0.02 U	Not Analyzed**	0.02 U*	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
Dieldrin		60-57-1	0.004		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
alpha-Endosulfan (I)		959-98-8	NE		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
beta-Endosulfan (II)		33213-65-9	NE		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
Endosulfan sulfate		1031-07-8	NE		0.02 U	Not Analyzed**	0.02 U*	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
Endrin		72-20-8	ND		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
Endrin aldehyde		7421-93-4	5		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
Endrin ketone		53494-70-5	5		0.02 U	Not Analyzed**	0.02 U*	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
Heptachlor		76-44-8	0.04		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
Heptachlor epoxide		1024-67-3	0.03		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
Methoxychlor		72-43-5	35		0.02 U	Not Analyzed**	0.02 U	0.02 U	Not Analyzed**	Not Analyzed**	0.02 U	0.02 U	N/A	N/A
Toxaphene		8001-35-2	0.06		0.5 U	Not Analyzed**	0.5 U	0.5 U	Not Analyzed**	Not Analyzed**	0.5 U	0.5 U	N/A	N/A
Dissolved Metals	ug/L													
Iron		7439-89-6	300		61 J	Not Analyzed**	375	150 U	Not Analyzed**	Not Analyzed**	150 U	150 U	N/A	N/A
Manganese		7439-96-5	300		283	Not Analyzed**	3420	1290	Not Analyzed**	Not Analyzed**	15 U	15 U	N/A	N/A
Total Metals	ug/L													
Aluminum		7429-90-5	NE		3340	Not Analyzed**	54600	1520	Not Analyzed**	Not Analyzed**	40 U	40 U	N/A	N/A
Antimony		7440-36-0	3		10.7	Not Analyzed**	1.7 J	3	Not Analyzed**	Not Analyzed**	0.84 J	0.7 J	N/A	N/A
Arsenic		7440-38-2	25		53.5	Not Analyzed**	29	10.4	Not Analyzed**	Not Analyzed**	2 U	2 U	N/A	N/A
Barium		7440-39-3	1000		137	Not Analyzed**	711	130	Not Analyzed**	Not Analyzed**	4 U	4 U	N/A	N/A
Beryllium		7440-41-7	3*		0.8 U	Not Analyzed**	2.8	0.8 U	Not Analyzed**	Not Analyzed**	0.8 U	0.8 U	N/A	N/A
Cadmium		7440-43-9	5		2 U	Not Analyzed**	0.83 J	2 U	Not Analyzed**	Not Analyzed**	2 U	2 U	N/A	N/A
Calcium		7440-70-2	NE		84900	Not Analyzed**	470000	90500	Not Analyzed**	Not Analyzed**	200 U	200 U	N/A	N/A
Chromium		7440-47-3	50		4 U	Not Analyzed**	129	4.1	Not Analyzed**	Not Analyzed**	4 U	4 U	N/A	N/A
Cobalt		7440-48-4	NE		4 U	Not Analyzed**	53.3	8.7	Not Analyzed**	Not Analyzed**	4 U	4 U	N/A	N/A
Copper		7440-50-8	200		40.4	Not Analyzed**	128	22.5	Not Analyzed**	Not Analyzed**	4 U	4 U	N/A	N/A
Iron		7439-89-6	300		12000	Not Analyzed**	163000	2700	Not Analyzed**	Not Analyzed**	120 U	120 U	N/A	N/A
Lead		7439-92-1	25		9	Not Analyzed**	130 B	48.6	Not Analyzed**	Not Analyzed**	1.2 U	1.2 U	N/A	N/A
Magnesium		7439-95-4	35000*		10300	Not Analyzed**	63100	12800	Not Analyzed**	Not Analyzed**	200 U	200 U	N/A	N/A
Manganese		7439-96-5	300		1580	Not Analyzed**	8130	1390	Not Analyzed**	Not Analyzed**	8 U	8 U	N/A	N/A
Mercury		7439-97-6	0.7		0.2 U	Not Analyzed**	1.6	0.2 U	Not Analyzed**	Not Analyzed**	0.2 U	0.2 U	N/A	N/A
Nickel		7440-02-0	100		10.2	Not Analyzed**	123	12.1	Not Analyzed**	Not Analyzed**	4 U	4 U	N/A	N/A
Potassium		7440-09-7	NE		86600	Not Analyzed**	28900	96700	Not Analyzed**	Not Analyzed**	200 U	200 U	N/A	N/A
Selenium		7782-49-2	10		11.1	Not Analyzed**	10 U	10 U	Not Analyzed**	Not Analyzed**	10 U	10 U	N/A	N/A
Silver		7440-22-4	50		2 U	Not Analyzed**	2 U	2 U	Not Analyzed**	Not Analyzed**	2 U	2 U	N/A	N/A
Sodium		7440-23-5	20000		429000	Not Analyzed**	95100	88700	Not Analyzed**	Not Analyzed**	200 U	200 U	N/A	N/A
Thallium		7440-28-0	0.5*		0.8 U	Not Analyzed**	0.93	0.8 U	Not Analyzed**	Not Analyzed**	0.8 U	0.8 U	N/A	N/A
Vanadium		7440-62-2	NE		39.8	Not Analyzed**	129	8.2	Not Analyzed**	Not Analyzed**	4 U	4 U	N/A	N/A
Zinc		7440-66-6	2000*		16 U	Not Analyzed**	399	159	Not Analyzed**	Not Analyzed**	16 U	16 U	N/A	N/A
Other														
Chemical Oxygen Demand	ug/L	COD	NE		80800	Not Analyzed**	158000	40000	Not Analyzed**	Not Analyzed**	10000 U	10000 U	N/A	N/A

Table 3. Post-Remedial Action Groundwater Sample Analytical Results
Site Management Plan
Concourse Village West Apartments-North
NYSDEC BCP Site No. C203091

				Sample Name	SIN-MW-1	SIN-MW-3	ET-MW-8	SIN MW-2A	SIN-MW-X	SIN MW-24A	Field Blank	Field Blank	Trip Blank	Trip Blank
				Sample Date	8/27/2018	8/27/2018	9/24/2018	9/24/2018	9/24/2018	9/24/2018	8/27/2018	9/24/2018	8/27/2018	9/24/2018
				Parent Sample					SIN MW-2A					
Analyte	Units	CAS No.	NYS AWQS											

Notes:

ng/L = nanogram per liter
ug/L = micrograms per liter or parts per billion (ppb)

BTEX = Benzene, Toluene, Ethylbenzene, and Xylenes
PAH = Polycyclic Aromatic Hydrocarbon
PCB = Polychlorinated Biphenyl
PFAS = Per- and polyfluoroalkyl substances
SVOC = Semi-Volatile Organic Compound
VOC = Volatile Organic Compound

NYS AWQS = New York State Ambient Water Quality Standards and Guidance Values for
GA groundwater

* indicates the value is a guidance value and not a standard

**Analysis not run as petroleum-related compounds were not detected in VOC analysis

CAS No. = Chemical Abstracts Service Number

ND = Not Detected

NE = Not Established

NYSDEC = New York State Department of Environmental Conservation

N/A = Non-Applicable

Bolding indicates a detected result concentration

Gray shading and bolding indicates that the detected result value exceeds the NYS AWQS

Lab Qualifiers:

* = The duplicate result was not within control limits.

B = The analyte was detected in the associated method blank.

J = The result is an estimated value.

U = The result was not detected above the reporting limit.

Table 4. Historic Soil Vapor Sample Analytical Results
Site Management Plan
Concourse Village West Apartments - North
NYSDEC BCP Site No. C203091

Sample Name Sample Date		SV-7 2/8/2017	SV-8 2/8/2017	SV-9 2/8/2017	SV-10 2/8/2017	OA-1 2/7/2017
Analyte	Units					
TO-15	$\mu\text{g}/\text{m}^3$					
Acetone		10	17	42	11	31
Acrylonitrile		4.6 U	5 U	4.5 U	4.8 U	0.22 U
Allyl chloride (3-Chloropropene)		33 U	36 U	32 U	35 U	1.6 U
Benzene		6.8 U	7.4 U	6.6 U	18	1.9
Benzyl chloride		11 U	12 U	11 U	12 U	0.52 U
Bromodichloromethane		14 U	15 U	21	15 U	0.67 U
Bromoform		22 U	24 U	21 U	23 U	1 U
Bromomethane		8.3 U	9 U	8 U	8.7 U	0.39 U
1,3-Butadiene		14 U	15 U	14 U	15 U	0.66 U
Carbon disulfide		6.7 U	7.2	6.4 U	6.9 U	0.31 U
Carbon tetrachloride		3.4 U	3.6 U	3.2 U	3.5 U	0.69
Chlorobenzene		9.8 U	11 U	9.5 U	10 U	0.46 U
Chloroethane		5.6 U	6.1 U	5.4 U	5.9 U	0.26 U
Chloroform (Trichloromethane)		10 U	11 U	240	30	0.49 U
Chloromethane		4.4 U	4.8 U	4.2 U	4.6 U	2.3
Cyclohexane		7.4 U	8 U	7.1 U	10	0.59
Dibromochloromethane		18 U	20 U	18 U	19 U	0.85 U
1,2-Dibromoethane (EDB)		16 U	18 U	16 U	17 U	0.77 U
1,2-Dichlorobenzene (o-DCB)		13 U	14 U	12 U	13 U	0.6 U
1,3-Dichlorobenzene (m-DCB)		13 U	14 U	12 U	13 U	0.6 U
1,4-Dichlorobenzene (p-DCB)		13 U	14 U	12 U	13 U	0.6 U
Dichlorodifluoromethane (Freon 12)		11 U	11 U	10 U	11 U	3.2
1,1-Dichloroethane		8.6 U	9.4 U	8.3 U	9 U	0.4 U
1,2-Dichloroethane		8.6 U	9.4 U	8.3 U	9 U	0.4 U
1,1-Dichloroethene		8.5 U	9.2 U	8.2 U	8.8 U	0.4 U
cis-1,2-Dichloroethene		8.5 U	9.2 U	8.2 U	8.8 U	0.4 U
trans-1,2-Dichloroethene		8.5 U	9.2 U	8.2 U	8.8 U	0.4 U
1,2-Dichloropropane		9.9 U	11 U	9.5 U	10 U	0.46 U
1,3-Dichloropropane		9.9 U	11 U	9.5 U	10 U	0.46 U
cis-1,3-Dichloropropene		9.7 U	10 U	9.3 U	10 U	0.45 U
trans-1,3-Dichloropropene		9.7 U	10 U	9.3 U	10 U	0.45 U
Dichlorotetrafluoroethane		15 U	16 U	14 U	16 U	0.7 U
1,4-Dioxane		15 U	17 U	15 U	16 U	0.72 U
Ethyl acetate		15 U	17 U	15 U	16 U	8.5
Toluene		23	27	34	270	12
Ethylbenzene		9.3 U	10 U	8.9 U	21	7.3
4-Ethyltoluene (p-Ethyltoluene)		11 U	11 U	10 U	11 U	9.4
n-Heptane (C7)		8.8 U	9.5 U	73	25	1.2
1,3-Hexachlorobutadiene (C-46)		23 U	25 U	22 U	24 U	1.1 U
n-Hexane (C6)		14	36	86	37	2.6
2-Hexanone		18 U	19 U	17 U	18 U	0.82 U
Methyl ethyl ketone (2-Butanone)		6.3 U	6.8 U	6.1 U	6.6 U	6
Methyl methacrylate		8.7 U	9.5 U	8.4 U	9.1 U	0.41 U
Methyl tert-butyl ether (MTBE)		7.7 U	8.3 U	7.4 U	8 U	0.36 U
4-Methyl-2-pentanone (MIBK)		8.8 U	9.5 U	8.4 U	9.1 U	0.41 U
Methylene chloride		15 U	16 U	14 U	15 U	1.5
2-Propanol (Isopropyl Alcohol)		11 U	11 U	10 U	11 U	2.1
Propene		3.7 U	15	27	3.8 U	0.17 U
Styrene		9.1 U	9.8 U	8.8 U	9.5 U	0.43 U
1,1,1,2-Tetrachloroethane		15 U	16 U	14 U	15 U	0.69 U
1,1,2,2-Tetrachloroethane		15 U	16 U	14 U	15 U	0.69 U
Tetrachloroethene (PCE)		35	14	40	15	1.7
Tetrahydrofuran		13 U	29	12 U	31	0.59 U
1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)		16 U	18 U	16 U	17 U	1
1,2,4-Trichlorobenzene		16 U	17 U	15 U	17 U	0.74 U

Table 4. Historic Soil Vapor Sample Analytical Results
Site Management Plan
Concourse Village West Apartments - North
NYSDEC BCP Site No. C203091

Sample Name Sample Date		SV-7 2/8/2017	SV-8 2/8/2017	SV-9 2/8/2017	SV-10 2/8/2017	OA-1 2/7/2017
Analyte	Units					
TO-15	$\mu\text{g}/\text{m}^3$					
1,1,1-Trichloroethane (TCA)		12 U	13 U	11 U	12 U	0.55 U
1,1,2-Trichloroethane		12 U	13 U	11 U	12 U	0.55 U
Trichloroethene (TCE)		2.9 U	3.1 U	2.8 U	3 U	0.43 J
Trichlorofluoromethane (Freon 11)		12 U	13 U	12 U	13 U	3.1
1,2,4-Trimethylbenzene		11 U	11 U	10 U	11 U	8.9
1,3,5-Trimethylbenzene		11 U	11 U	10 U	11 U	3
Vinyl acetate		7.5 U	8.1 U	7.2 U	7.9 U	0.35 U
Vinyl bromide (Bromoethene)		9.3 U	10 U	9 U	9.8 U	0.44 U
Vinyl chloride		5.5 U	5.9 U	5.3 U	5.7 U	0.26 U
o-Xylene		9.3 U	10 U	8.9 U	13	8.4
m/p-Xylene		19 U	20 U	18 U	35	26

Notes:

$\mu\text{g}/\text{m}^3$ = micrograms per cubic meter

VOC = Volatile Organic Compound

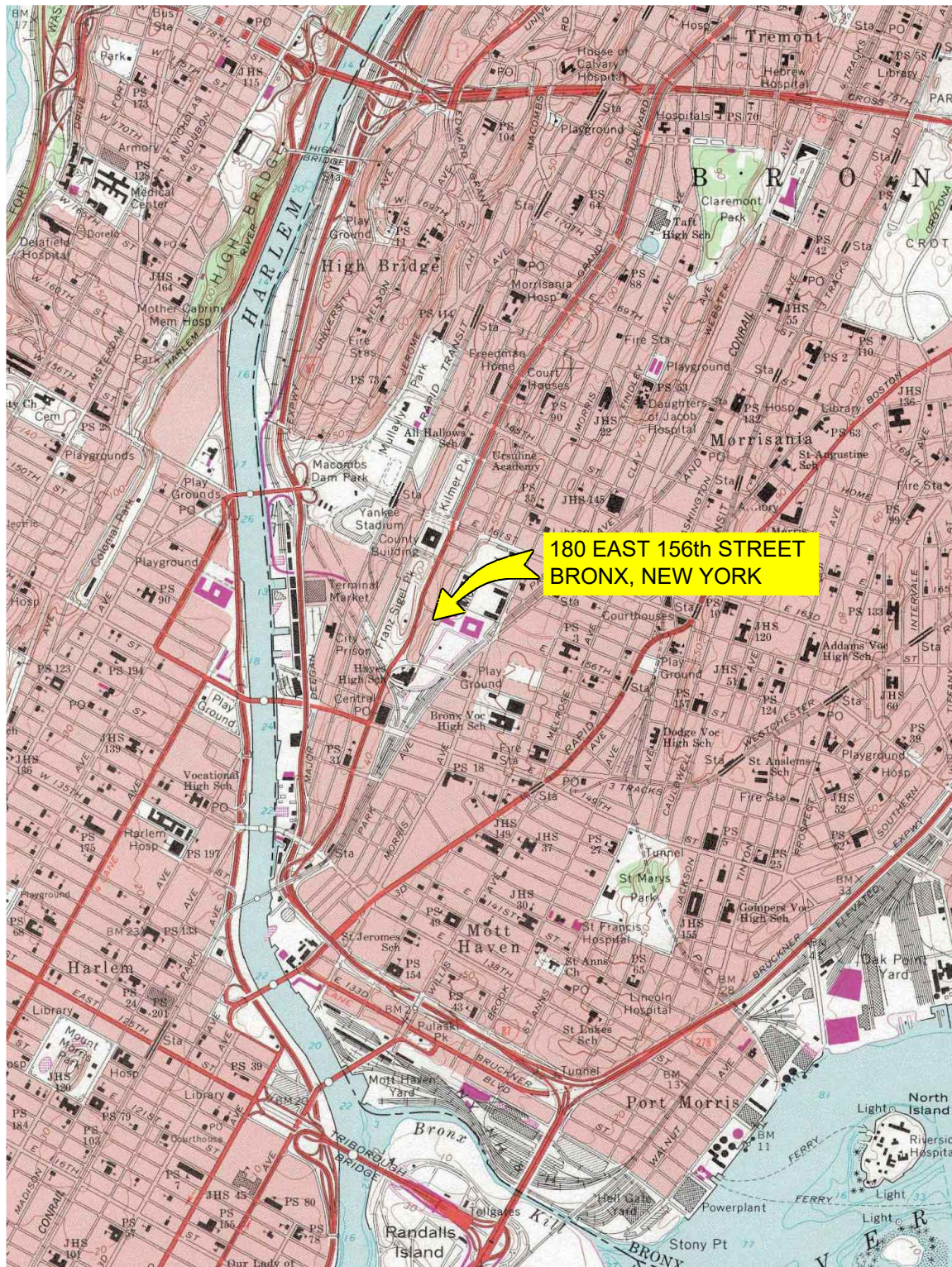
Qualifiers:

J = The result is an estimated value.

U = The result was not detected above the reporting limit.

Bolding indicates a detected result concentration.

Figures



**180 EAST 156TH STREET
BRONX, NEW YORK**



SCALE: 1" = 2000'

SOURCE:
USGS CENTRAL PARK QUADRANGLE MAP

SITE MANAGEMENT PLAN
CONCOURSE VILLAGE WEST APARTMENTS - NORTH
180 EAST 156TH STREET, BRONX, NEW YORK

BCP SITE #C203091
CONCOURSE VILLAGE WEST - NORTH
BRONX, NEW YORK

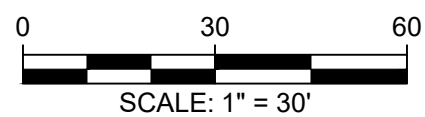
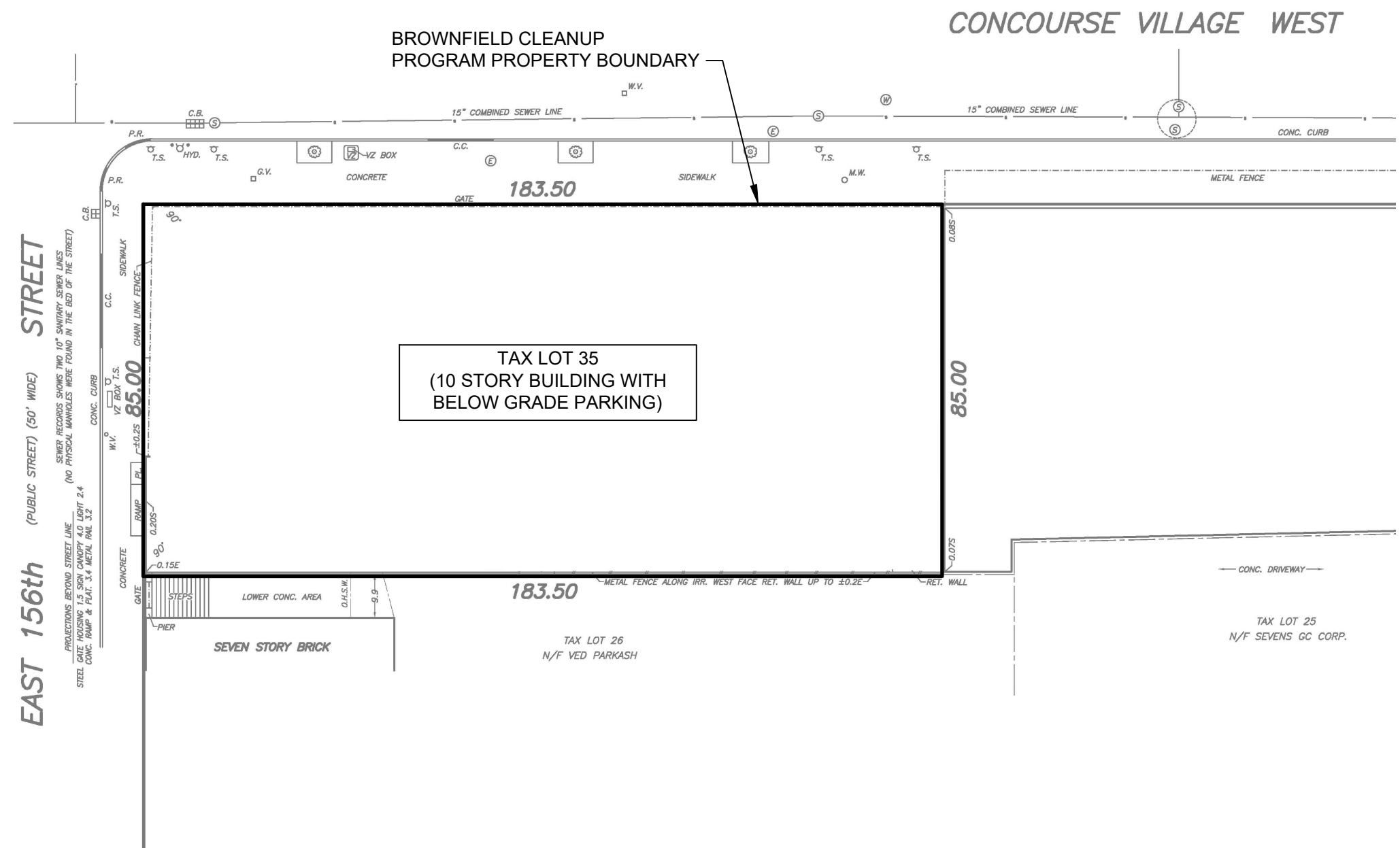
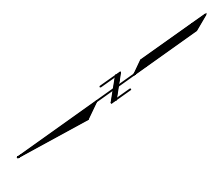



Project 1700655

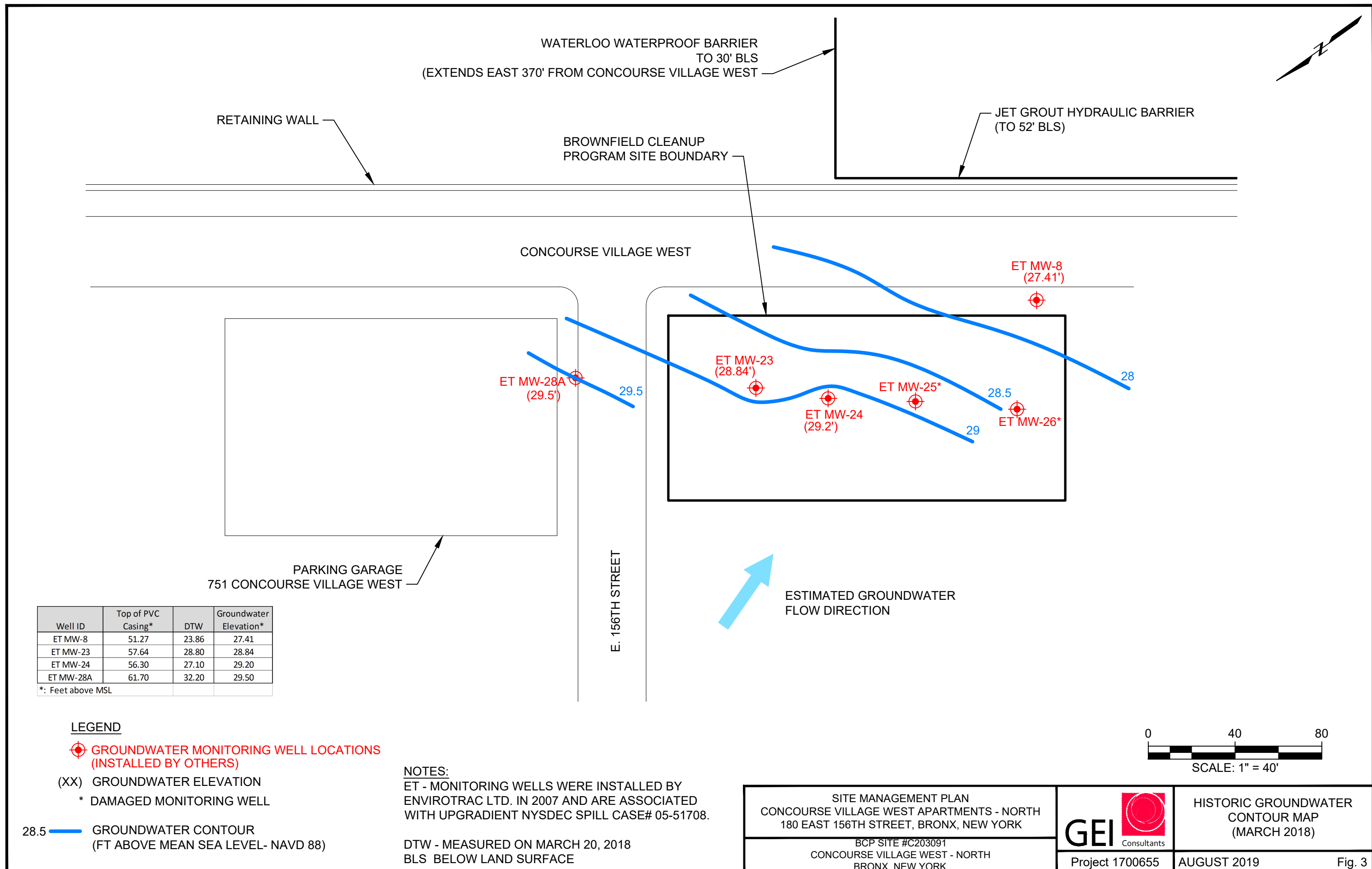
SITE LOCATION MAP

AUGUST 2019

Fig. 1



SITE MANAGEMENT PLAN CONCOURSE VILLAGE WEST APARTMENTS - NORTH 180 EAST 156TH STREET, BRONX, NEW YORK		SITE PLAN
BCP SITE #C203091 CONCOURSE VILLAGE WEST - NORTH BRONX, NEW YORK	Project 1700655	AUGUST 2019 Fig. 2



WATERLOO WATERPROOF BARRIER
TO 30' BLS
(EXTENDS EAST 370' FROM CONCOURSE VILLAGE WEST)

RETAINING WALL

BROWNFIELD CLEANUP
PROGRAM SITE BOUNDARY

JET GROUT HYDRAULIC BARRIER
(TO 52' BLS)

CONCOURSE VILLAGE WEST

ET MW-8
(27.41')

ET MW-28A
(29.5')

ET MW-23
(28.84')

ET MW-25*

ET MW-24
(29.2')

ET MW-26*

PARKING GARAGE
751 CONCOURSE VILLAGE WEST

E. 156TH STREET

ESTIMATED GROUNDWATER
FLOW DIRECTION

Well ID	Top of PVC Casing*	DTW	Groundwater Elevation*
ET MW-8	51.27	23.86	27.41
ET MW-23	57.64	28.80	28.84
ET MW-24	56.30	27.10	29.20
ET MW-28A	61.70	32.20	29.50

*: Feet above MSL

LEGEND

⊕ GROUNDWATER MONITORING WELL LOCATIONS
(INSTALLED BY OTHERS)

(XX) GROUNDWATER ELEVATION

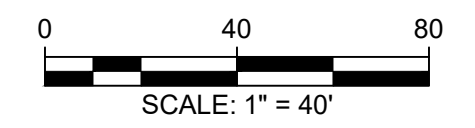
* DAMAGED MONITORING WELL

28.5 — GROUNDWATER CONTOUR
(FT ABOVE MEAN SEA LEVEL- NAVD 88)

NOTES:

ET - MONITORING WELLS WERE INSTALLED BY ENVIROTRAC LTD. IN 2007 AND ARE ASSOCIATED WITH UPGRADIENT NYSDEC SPILL CASE# 05-51708.

DTW - MEASURED ON MARCH 20, 2018
BLS BELOW LAND SURFACE



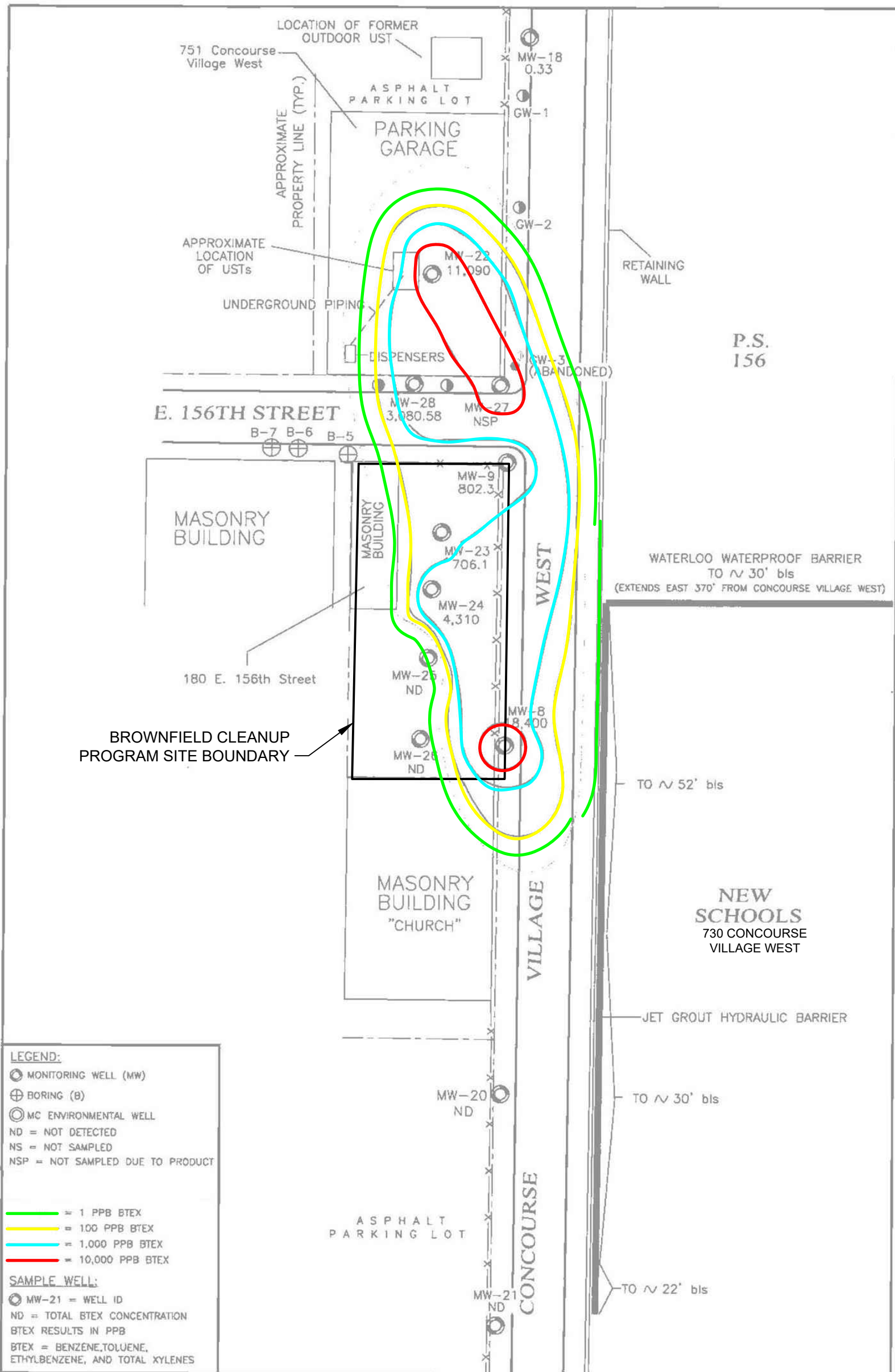
SITE MANAGEMENT PLAN
CONCOURSE VILLAGE WEST APARTMENTS - NORTH
180 EAST 156TH STREET, BRONX, NEW YORK

BCP SITE #C203091
CONCOURSE VILLAGE WEST - NORTH
BRONX, NEW YORK



HISTORIC GROUNDWATER
CONTOUR MAP
(MARCH 2018)

Project 1700655 | AUGUST 2019 | Fig. 3



LEGEND:
 ● MONITORING WELL (MW)
 ⊕ BORING (B)
 ○ MC ENVIRONMENTAL WELL
 ND = NOT DETECTED
 NS = NOT SAMPLED
 NSP = NOT SAMPLED DUE TO PRODUCT

— = 1 PPB BTEX
 — = 100 PPB BTEX
 — = 1,000 PPB BTEX
 — = 10,000 PPB BTEX

SAMPLE WELL:
 ● MW-21 = WELL ID
 ND = TOTAL BTEX CONCENTRATION
 BTEX RESULTS IN PPB
 BTEX = BENZENE, TOLUENE, ETHYLBENZENE, AND TOTAL XYLENES

<p>ENVIRONMENTAL SERVICES 5 OLD DOCK ROAD, YAPHANK, NEW YORK 11980 PHONE: (631)924-3001 FAX: (631)924-3001</p>		CONCURSE VILLAGE WEST BRONX, NEW YORK	TOTAL BTEX SEPTEMBER 30, 2011	FIGURE # 9
	REVISION DATE: MARCH 1, 2013	SCALE: 1" = 50 FEET	REVISED BY: TB	

SOURCE:
 EXTRACTED FROM ENVIROTRAC
 DRAWING, DATED MARCH 1, 2013

SITE MANAGEMENT PLAN
 CONCURSE VILLAGE WEST APARTMENTS - NORTH
 180 EAST 156TH STREET, BRONX, NEW YORK

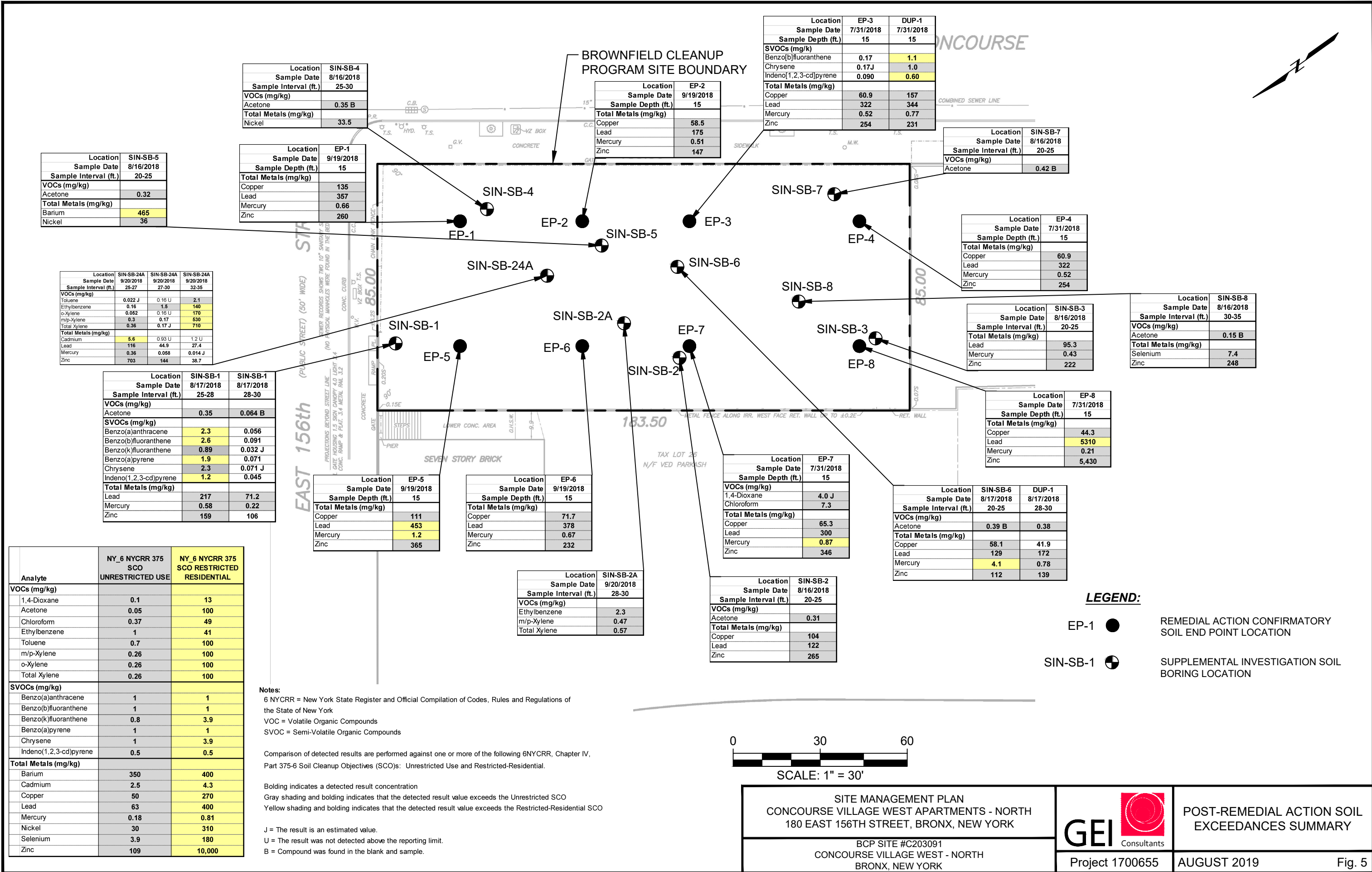
BCP SITE #C203091
 CONCURSE VILLAGE WEST - NORTH
 BRONX, NEW YORK

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 Project 1700655

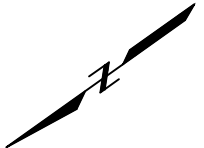
HISTORICAL BTEX
 PLUME MAP

AUGUST 2019

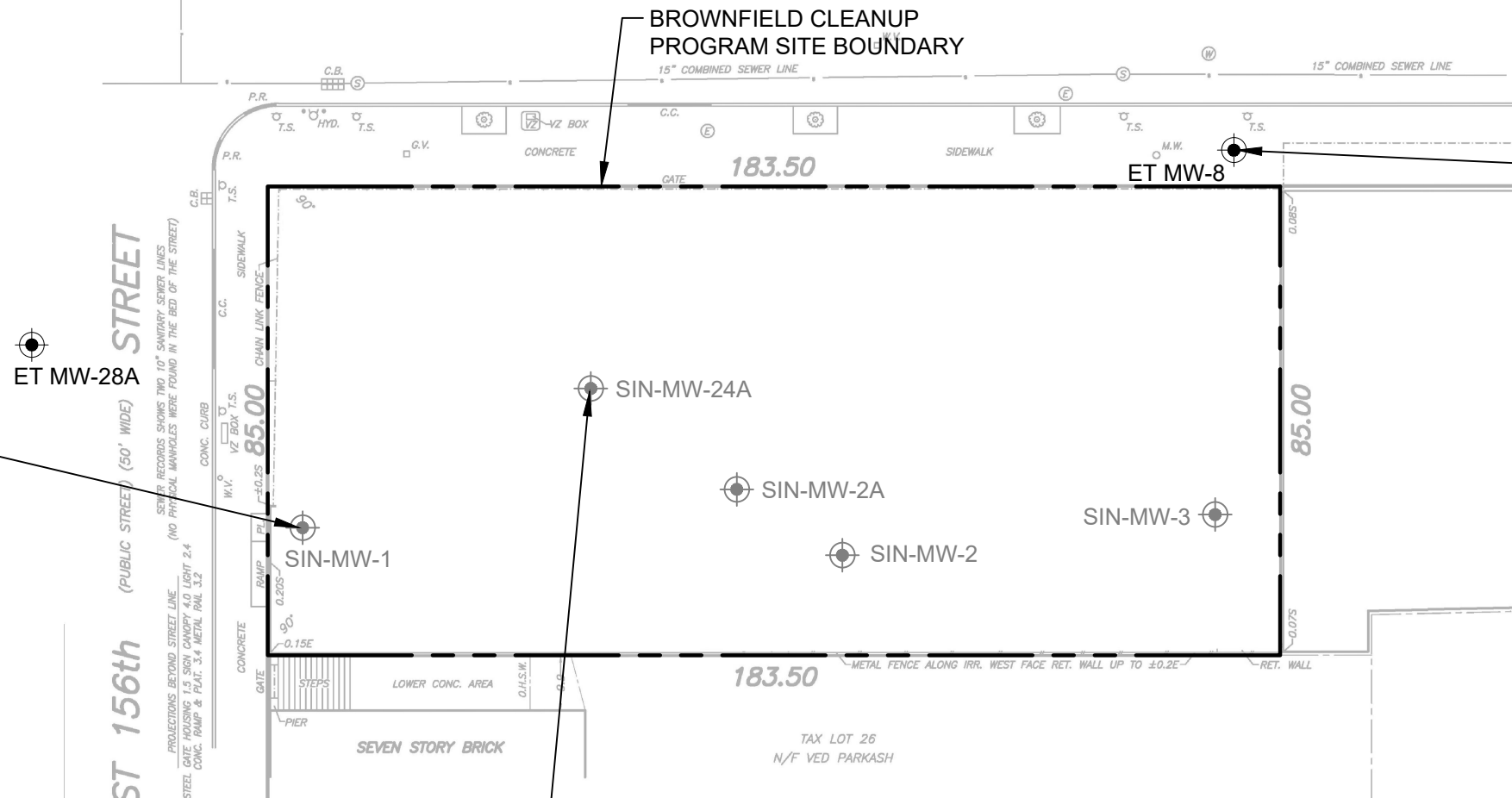
Fig. 4



CONCOURSE



Location	SIN-MW-1
Sample Date	8/27/2018
VOCs (ug/L)	
Acetone	240
Isopropylbenzene	110
Ethylbenzene	1,600
Methyl ethyl ketone (2-Butanone)	160
o-Xylene	54
m/p-Xylene	2,300
Total Xylene	2,300
SVOCs (ug/L)	
4-Methylphenol (p-Cresol)	3.2 J
Metals (ug/L)	
Antimony	11
Arsenic	54
Iron	12,000
Manganese	1,580
Selenium	11
Sodium	429,000



Analyte	NYS AWQS
VOCs (ug/l)	
Acetone	50*
Benzene	1
Ethylbenzene	5
Isopropylbenzene	5
Methyl ethyl ketone (2-Butanone)	50*
Toluene	5
m/p-Xylene	5
o-Xylene	5
Total Xylene	5
SVOCs (ug/L)	
4-Methylphenol (p-Cresol)	1
Naphthalene	10*
Dissolved Metals (ug/L)	
Iron	300
Manganese	300
Total Metals (ug/L)	
Antimony	3
Arsenic	25
Chromium	50
Iron	300
Lead	25
Magnesium	35,000*
Manganese	300
Mercury	0.7
Nickel	100
Selenium	10
Sodium	20,000
Thallium	0.5*

Location	SIN-MW-24A
Sample Date	9/24/2018
VOCs (ug/L)	
Ethylbenzene	11
Isopropylbenzene	7
o-Xylene	6
m/p-Xylene	27
Total Xylene	33
Dissolved Metals (ug/L)	
Manganese	1,290
Metals (ug/L)	
Iron	2,700
Lead	49
Manganese	1,390
Sodium	88,700

Location	ET MW-8
Sample Date	9/24/2018
VOCs (ug/L)	
Benzene	4.7 J
Toluene	29
Ethylbenzene	130
o-Xylene	200
m/p-Xylene	690
Total Xylene	890
Isopropylbenzene	30
SVOCs (ug/L)	
Naphthalene	43
Dissolved Metals (ug/L)	
Iron	375
Manganese	3,420
Metals (ug/L)	
Arsenic	29
Chromium	129
Iron	163,000
Lead	130 B
Magnesium	63,100
Manganese	8,130
Mercury	2
Nickel	123
Sodium	95,100
Thallium	1

LEGEND:

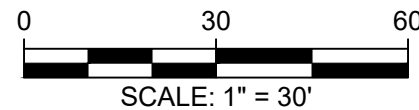
- ET-MW-8 EXISTING HISTORIC GROUNDWATER MONITORING WELL LOCATION
- SIN-MW-1 TEMPORARY SUPPLEMENTAL INVESTIGATION MONITORING WELL LOCATION (DESTROYED)

NOTE:
NO NYS AWQS EXCEEDANCES WERE DOCUMENTED AT THE FOLLOWING TEMPORARY MONITORING WELL LOCATIONS: SIN-MW-2, SIN-MW-2A AND SIN-MW-3

Notes
NYS AWQS = New York State Ambient Water Quality Standards and Guidance Values for GA groundwater
VOC = Volatile Organic Compound
SVOC = Semi-Volatile Organic Compound
ug/L = micrograms per liter or parts per billion (ppb)

Bolding indicates a detected result concentration
Shading and bolding indicates that the detected concentration is above the NYS AWQS it was compared to

J = The result is an estimated value.
B = Compound was found in the blank and sample.

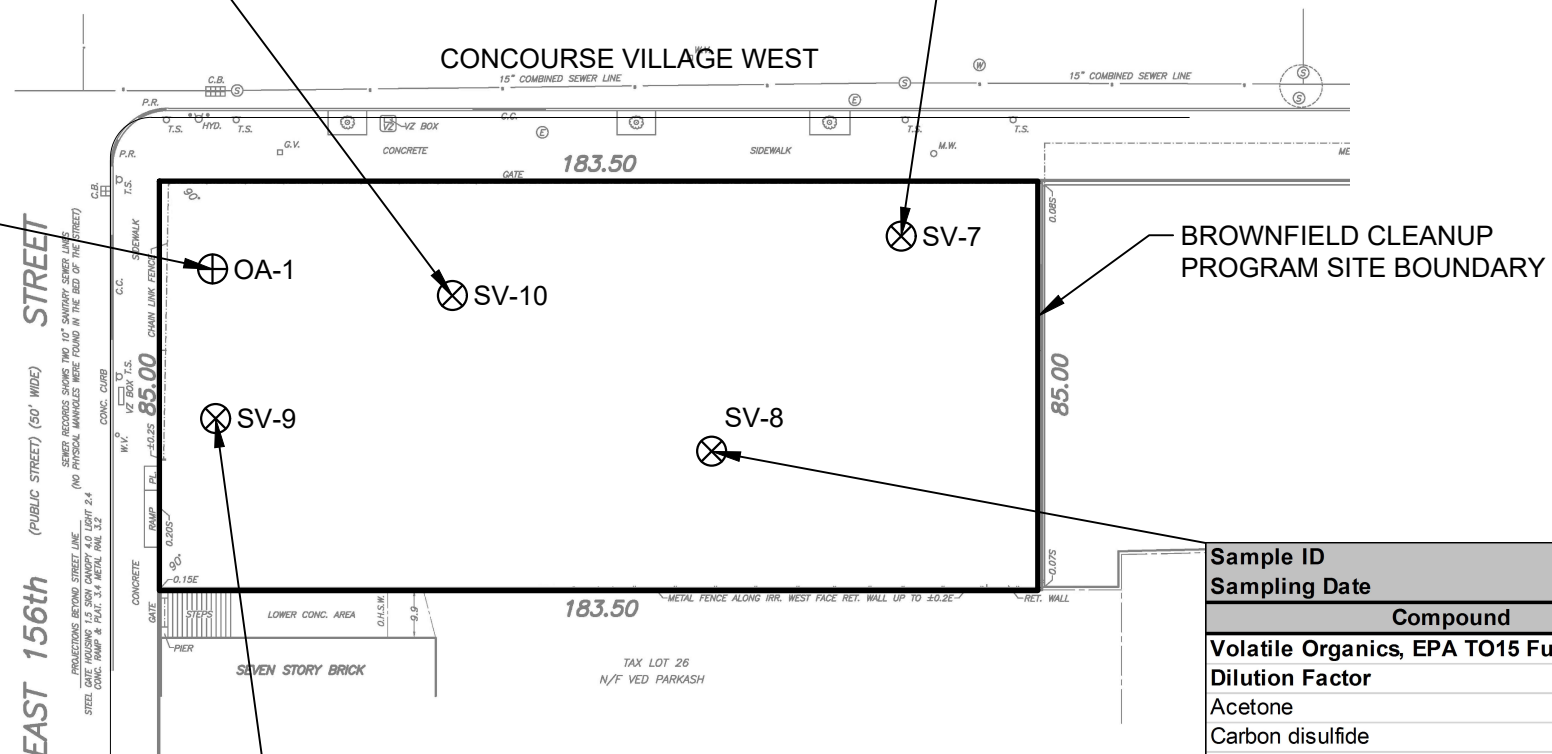


SITE MANAGEMENT PLAN CONCOURSE VILLAGE WEST APARTMENTS - NORTH 180 EAST 156TH STREET, BRONX, NEW YORK		POST-REMEDIATION ACTION GROUNDWATER EXCEEDANCES SUMMARY
BCP SITE #C203091 CONCOURSE VILLAGE WEST - NORTH BRONX, NEW YORK	Project 1700655	AUGUST 2019
		Fig. 6

Sample ID	SV-10
Sampling Date	2/8/2017
Compound	Result
Volatile Organics, EPA TO15 Full List	ug/m3
Dilution Factor	22.3
Acetone	11
Benzene	18
Chloroform	30
Cyclohexane	10
Ethyl Benzene	21
n-Heptane	25
n-Hexane	37
o-Xylene	13
p- & m- Xylenes	35
Tetrachloroethylene	15
Tetrahydrofuran	31
Toluene	270

Sample ID	SV-7
Sampling Date	2/8/2017
Compound	Result
Volatile Organics, EPA TO15 Full List	ug/m3
Dilution Factor	21.36
Acetone	10
n-Hexane	14
Tetrachloroethylene	35
Toluene	23

Sample ID	OA-1
Sampling Date	2/7/2017
Compound	Result
Volatile Organics, EPA TO15 Full List	ug/m3
Dilution Factor	1
1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)	1
1,2,4-Trimethylbenzene	8.9
1,3,5-Trimethylbenzene	3
2-Butanone	6
Acetone	31
Benzene	1.9
Carbon tetrachloride	0.69
Chloromethane	2.3
Cyclohexane	0.59
Dichlorodifluoromethane	3.2
Ethyl Benzene	7.3
Methylene chloride	1.5
n-Heptane	1.2
n-Hexane	2.6
o-Xylene	8.4
p- & m- Xylenes	26
Ethyl acetate	8.5
2-Propanol	2.1
p-Ethyltoluene	9.4
Tetrachloroethylene	1.7
Toluene	12
Trichloroethylene	0.43 J
Trichlorofluoromethane (Freon 11)	3.1



Sample ID	SV-8
Sampling Date	2/8/2017
Compound	Result
Volatile Organics, EPA TO15 Full List	ug/m3
Dilution Factor	23.12
Acetone	17
Carbon disulfide	7.2
n-Hexane	36
Propylene	15
Tetrachloroethylene	14
Tetrahydrofuran	29
Toluene	27

Sample ID	SV-9
Sampling Date	2/8/2017
Compound	Result
Volatile Organics, EPA TO15 Full List	ug/m3
Dilution Factor	20.57
Acetone	42
Bromodichloromethane	21
Chloroform	240
n-Heptane	73
n-Hexane	86
Propylene	27
Tetrachloroethylene	40
Toluene	34

LEGEND

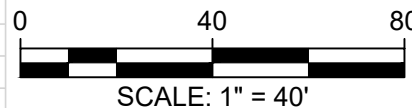
- ⊗ SOIL VAPOR SAMPLE LOCATION
- ⊕ OUTDOOR AIR SAMPLE LOCATION

NOTES:

µg/m³ = micrograms per cubic meter

Q is the Qualifier Column with definition as follows:

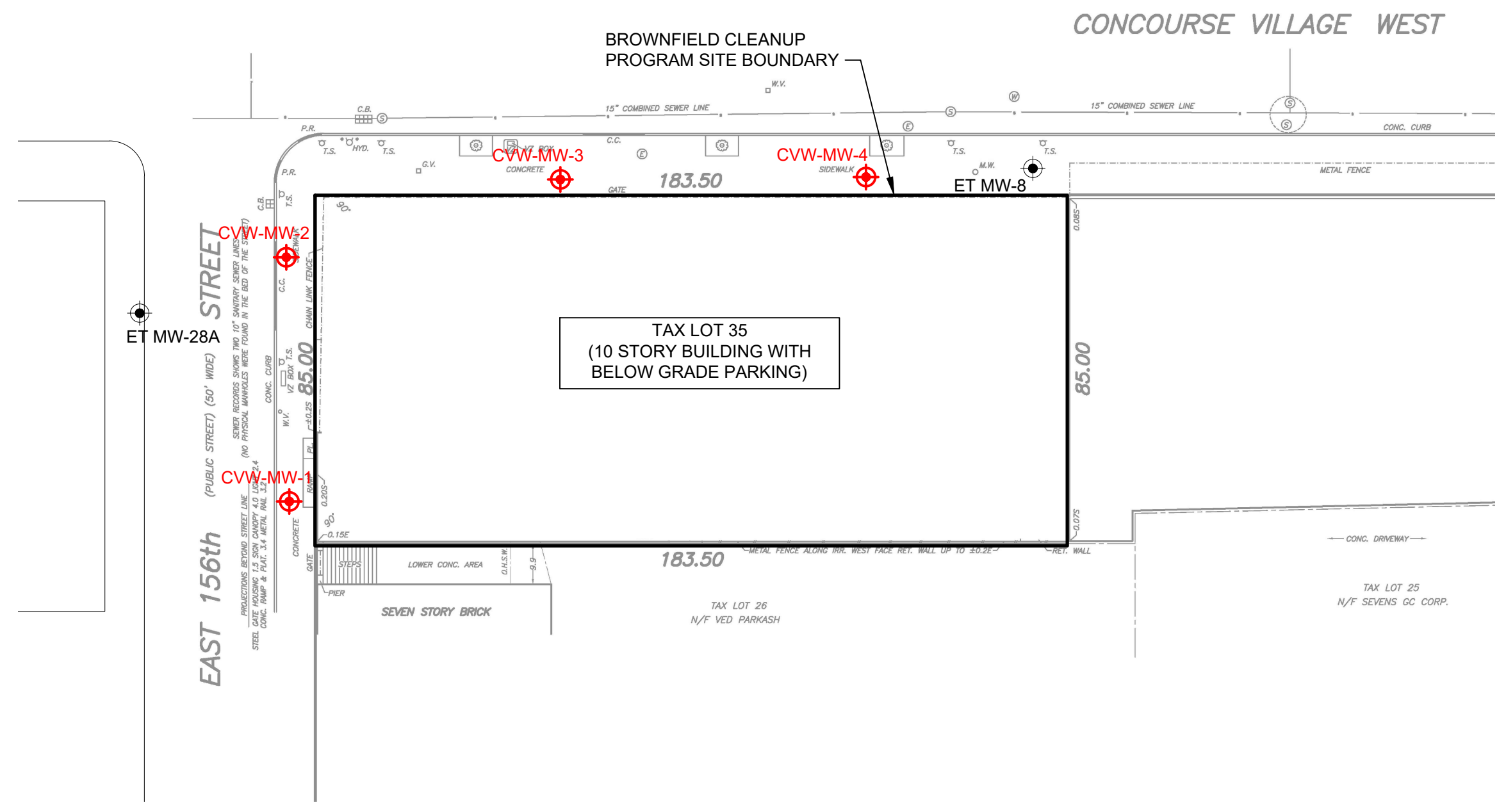
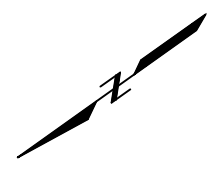
J= The value is estimated.





SITE MANAGEMENT PLAN
CONCOURSE VILLAGE WEST APARTMENTS - NORTH
180 EAST 156TH STREET, BRONX, NEW YORK
 BCP SITE #C203091
 CONCOURSE VILLAGE WEST - NORTH
 BRONX, NEW YORK

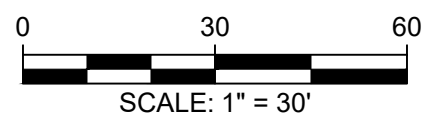

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 Project 1700655

HISTORIC SOIL VAPOR AND
OUTDOOR AIR DETECTION
SUMMARY
 AUGUST 2019 Fig. 7



LEGEND

- ET-MW-1  EXISTING HISTORIC GROUNDWATER MONITORING WELL LOCATION
- CVW-MW-1  PROPOSED GROUNDWATER MONITORING WELL LOCATION (TO BE INSTALLED UNDER SMP)



SITE MANAGEMENT PLAN
 CONCOURSE VILLAGE WEST APARTMENTS - NORTH
 180 EAST 156TH STREET, BRONX, NEW YORK
 BCP SITE #C203091
 CONCOURSE VILLAGE WEST - NORTH
 BRONX, NEW YORK



PROPOSED
 POST-REMEDIALTION
 MONITORING WELL LOCATION
 MAP

Project 1700655 AUGUST 2019 Fig. 8

Appendix A

Environmental Easement

**ENVIRONMENTAL EASEMENT
CHECKLIST/CERTIFICATION
SITE No. C203091**

The following requirements and attachments must be included as part of the submission to the Department for an Environmental Easement. Upon completion of the review, an attorney must sign the checklist indicating that they have fully completed the checklist. The Department will not accept submissions which have not been signed as being accurate and complete by both the Remedial Party and Attorney. Where the property owner is not the Remedial Party, the Department also requires the Owner to sign the checklist.

1) Special Circumstances

The last owner search was completed and the deed transfer is by Quit Claim or other restricted transfer deed Yes No

The property in the Brownfield Cleanup Agreement includes lands under water
 Yes No

The property has multiple owners Yes No

If you answered "Yes" to any of these items, contact the Department's Environmental Easement contact person for a determination as to whether further title work is necessary.

2) Verification of ownership of the property

- Submit documentation (such as a corporate resolution) that the signatory on the easement has authority to sign the Easement
- Ownership of the property matches the current deed.
- Verification reviewed and included for authority to sign Easement.
- Updated copies of legal organizational documents have been reviewed and are included. Examples of the appropriate documentation will include, for:
 - corporations: articles of incorporation, organizational agreements, minutes of annual meetings, resolutions, authorities for signature;
 - partnerships: a copy of the partnership agreement; verification that necessary parties are participating in the Easement;
 - trusts: trust agreement, affidavit of no change in the trust; and
 - estates: estate letters, powers of attorney.

3) Verification of Property Subject to Easement

- Description of the property for the Easement and DEC Agreement/Order/SAC matches description of property in the deed (Separate submittal must be included to explain to the satisfaction of the Department why there is any discrepancy).
- The Tax Map identifier (SBL) matches on all documents.

4) Survey Review

- Survey includes metes and bounds description.
- Survey includes a graphic scale.
- Survey includes Tax Map Section, Block and Lot.
- Survey includes physical address and is consistent with the DEC Agreement/Order/SAC.
- The survey must bear the name, address, telephone number, signature and certification of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor's revisions.
- The survey boundaries must be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet and meters, must be included.
- The symbols and abbreviations that are used on the survey must be identified by the use of a legend.
- Diagrams must be accurately presented.
- The point of beginning of the legal description must be shown.
- The legal description must be correct.
- The legal description must state the acreage.
- If the deed(s) description differs from the measured bearings/angles/distances, both must be indicated on the survey.
- The survey must show the location of all buildings/monuments/overlaps/encroachments upon the surveyed property with their locations defined by measurement perpendicular to the nearest perimeter boundaries.
- The survey must depict the location of visible improvements within five feet of each side of boundary lines.
- The survey must show ponds, lakes, springs, rivers or a natural water boundary bordering on or running through the surveyed property; the survey must measure the location of the natural water boundary and note on the survey the date of the measurement.
- The survey must correctly depict the environmental easement area with corresponding metes & bounds description and acreage, and include the following sentence: *"This property is subject to an environmental easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the New York Environmental Conservation Law. The engineering and institutional controls for this Easement are set forth in the Site Management Plan (SMP). A copy of the SMP must be obtained by any party with an interest in the property. The SMP can be obtained from NYS Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at derweb@dec.ny.gov".* This reference must be located on the face of the survey and be in at least 15-point type.
- If the survey consists of more than one sheet, sheets must be numbered and the total number of sheets must be indicated on each sheet.

- In addition to county-specific requirements, submittal of the approved survey to the Department must include the following:
 - A "D" sized copy (24" x 36") of the final signed, stamped map
 - A 600 DPI scan of the final signed, stamped map
 - An Autocad .dwg or exported .dxf file of the polyline (at a minimum) of the final survey

5) Submissions

- The Environmental Easement Package being submitted to the Department includes the applicable documents set forth in Attachment A.

PLEASE READ THE FOLLOWING CAREFULLY


The Remedial Party and the Remedial Party's attorney understand and acknowledge that the New York State Department of Environmental Conservation will rely on each and every answer in this statement: (1) to determine whether the Easement Package can be reviewed in a timely fashion; and (2) to determine whether the Easement Package should be approved. The Remedial Party and the Remedial Party's attorney understand and acknowledge that any false statement or misrepresentation herein will constitute cause for the revocation of the Certificate of Completion issued in reliance on this checklist and accompanying documentation. The Remedial Party and the Remedial Party's attorney further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Statement of Certification and Signatures

I have reviewed the information being submitted in relation to this Easement Package and this information, to the best of my knowledge and belief, is accurate and correct. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

1) By Remedial Party:

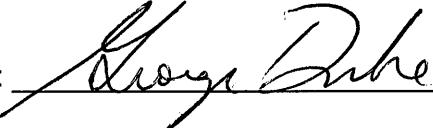
I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I further acknowledge that the failure to provide the Department with valid and enforceable Environmental Easement on the property may be grounds for the Department to revoke any Certificate of Completion for the site.

Date: 6/3/19 Signature: 

Print Name: Guido Subotovsky

2) By Remedial Party's Attorney:

I hereby affirm that I am the attorney for _____ (entity); that I am authorized by that entity to make this certification; that this certification 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.

Date: 6/4/19 Signature: 

Print Name: George Duke

Attachment

Attachment A

Documents required to be sent in hard copy with electronic formats copied to the Project Manager and Project Attorney for a complete Environmental Easement package:

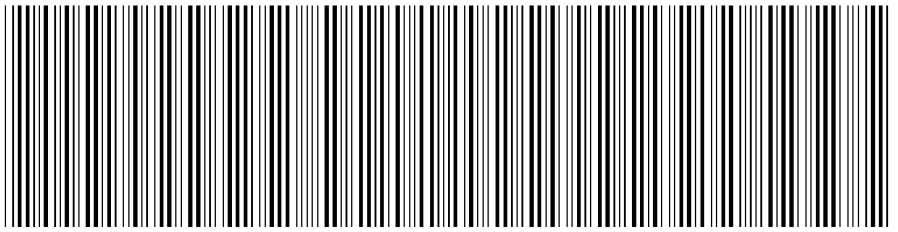
- 1) Copy(ies) of current deed(s) and supporting title documentation (see Department Title Requirements).
- 2) Copy of tax map.
- 3) Proof of authority to obligate owner of property as set forth in "Verification of ownership of property" on the Easement checklist.
- 4) Legal description of the easement area, electronic copy to be in an electronic text format (i.e., MS Word or Rich Text Format).
- 5) One full-sized, signed Survey and an electronic Survey submitted as a fully rendered PDF (not scanned).
- 6) A draft Notice to Municipality, with appropriate site-specific provisions.
- 7) Easement Checklist with certification signed by Remedial Party and Remedial Party's attorney.
- 8) Signed transfer tax forms (TP-584 or ACRIS Forms).

Hard copy submission shall be sent to:

Bradford Burns, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway
Albany, NY 12233-1500

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2017071300569001 Document Date: 06-28-2017 Preparation Date: 07-13-2017
Document Type: DEED
Document Page Count: 4

PRESENTER:
CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:
ABIGAIL PATTERSON ESQ.
242 WEST 36TH STREET, THIRD FLOOR
NEW YORK, NY 10018

PROPERTY DATA				
Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156TH STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:
NORTH LEX REALTY CORP.
1767 CENTRAL PARK AVENUE, SUITE 362
YONKERS, NY 10710

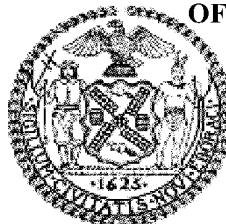
GRANTEE/BUYER:
HP CONCOURSE VILLAGE WEST H.D.F.C., INC.
242 WEST 36TH STREET, 3RD FLOOR
NEW YORK, NY 10018

FEES AND TAXES

Mortgage :		Filing Fee:	
Mortgage Amount:	\$ 0.00		\$ 0.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	
Exemption:		Ref.No. 2017000256220 PREPAID \$	3,820.36
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$ 0.00	Ref.No. 2017000256220 PREPAID \$	10,720.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 57.00		
Affidavit Fee:	\$ 0.00		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK
Recorded/Filed 07-21-2017 16:26
City Register File No.(CRFN):
2017000269631



Annette McMill

City Register Official Signature

**BARGAIN AND SALE DEED
WITHOUT COVENANTS AGAINST GRANTOR'S ACTS**

THIS INDENTURE, dated as of June 2nd 2017, among North Lex Realty Corp., a New York corporation, having an address at 1767 Central Park Ave., Suite 362, Yonkers, New York 10710 ("**Grantor**"), and HP Concourse Village West Housing Development Fund Company, Inc., a New York not-for-profit corporation, having an address at 242 West 36th Street, 3rd Floor, New York, New York 10018 ("**Grantee**").

WITNESSETH, that Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant and release unto Grantee, and the heirs or successors and assignees of Grantee, all that certain plot, piece or parcel of land, with the buildings and improvements located thereon erected, situate, lying and being in the City of Bronx, County of Bronx and State of New York, as more particularly bounded and described in Exhibit A attached hereto and made a part hereof (the "**Land**");

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

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

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

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

[Remainder of the page is intentionally left blank]

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

GRANTOR:

North Lex Realty Corp.

By:

Name: Abbas Yaghoubi

Title: President

COUNTY OF NEW YORK)

)ss.:

STATE OF NEW YORK)

On the 16th day of JUNE in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Abbas Yaghoubi, 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 acknowledgement

SEAL

M. HOLLIS STAVER
NOTARY PUBLIC, STATE OF NEW YORK
No. 01ST6185663
Qualified in New York County
Commission Expires April 21, 2020

Exhibit A

Legal Description for 180 East 156th Street, Bronx, New York





Chicago Title Insurance Company

Title Number: CT17-00030-BX

SCHEDULE A DESCRIPTION (Continued)

PARCEL II: (TAX LOT 35)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

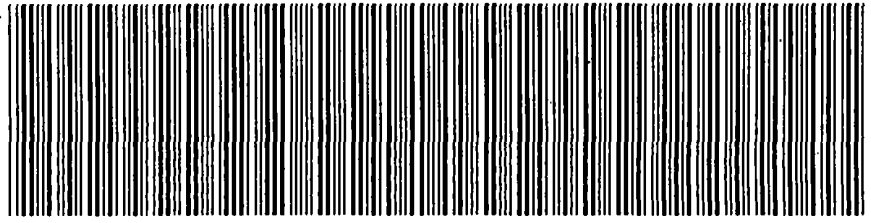
RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2017071300569001001SFA9D

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2017071300569001
Document Type: DEED

Document Date: 06-28-2017

Preparation Date: 07-13-2017

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

3

CITY REGISTER

JUL 14 2017

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page

C5. CRFN



REAL PROPERTY TRANSFER REPORT
 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 180 EAST 156 STREET BRONX 10451
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name HP CONCOURSE VILLAGE WEST HOUSING DEV. FUND CO. INC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
 LAST NAME / COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

6. Ownership Type is Condominium 7. New Construction on Vacant Land

8. Seller Name NORTH LEX REALTY CORP.
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:
 A One Family Residential C Residential Vacant Land E Commercial G Entertainment / Amusement I Industrial
 B 2 or 3 Family Residential D Non-Residential Vacant Land F Apartment H Community Service J Public Service

SALE INFORMATION

10. Sale Contract Date 6 / 28 / 2017
 Month Day Year

11. Date of Sale / Transfer 6 / 28 / 2017
 Month Day Year

12. Full Sale Price \$ 2 6 8 0 0 0 0
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A Sale Between Relatives or Former Relatives
 B Sale Between Related Companies or Partners in Business
 C One of the Buyers is also a Seller
 D Buyer or Seller is Government Agency or Lending Institution
 E Deed Type not Warranty or Bargain and Sale (Specify Below)
 F Sale of Fractional or Less than Fee Interest (Specify Below)
 G Significant Change in Property Between Taxable Status and Sale Dates
 H Sale of Business is Included in Sale Price
 I Other Unusual Factors Affecting Sale Price (Specify Below)
 J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class K, 4 16. Total Assessed Value (of all parcels in transfer) 2 5 7 4 0 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
 BRONX 2458 35

**HP CONCOURSE VILLAGE WEST
HOUSING DEVELOPMENT FUND
COMPANY, INC.,**
a New York not-for-profit corporation

**TAX IDENTIFICATION
NUMBER:**

81-5198153

By: Adam Gold
Name: Adam Gold
Title: Treasurer

Sworn to and subscribed to before me on
this 23rd day of June, 2017

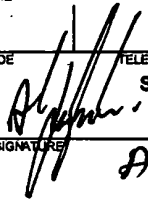
Fatmata K. Jalloh
Notary Public

SEAL

FATMATA K. JALLOH
Notary Public, State of New York
Registration #01JA6332614
Qualified in Westchester County
Commission Expires Nov. 2, 2019

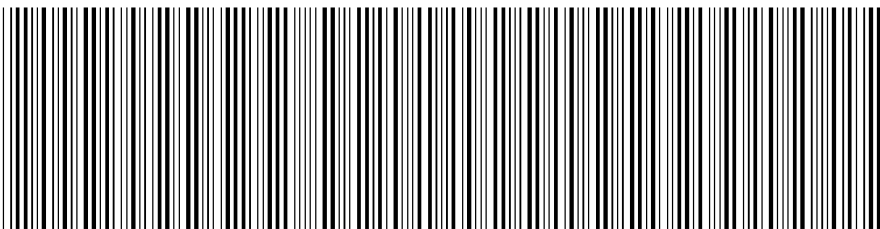
CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE		DATE	LAST NAME	FIRST NAME
242 WEST 36TH STREET, THIRD FLOOR				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
NEW YORK				
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE
	NY	10018		6-23-2012
			SELLER	
			Abbas Yaghoubi	
			President	

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OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 25

Document ID: 2017071300569009

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: AGREEMENT

Document Page Count: 23

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
NYC HOUSING DEV. CORPORATION
110 WILLIAM STREET
NEW YORK, NY 10038

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	13	Entire Lot	702 GRAND CONCOURSE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156TH STREET

Property Type: COMMERCIAL REAL ESTATE

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

THE CITY OF NEW YORK
DEPT OF HPD, 100 GOLD STREET
NEW YORK, NY 10038

PARTY 2:

CONCOURSE VILLAGE WEST OWNER LLC
40 FULTON STREET, 12TH FLOOR
NEW YORK, NY 10038

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 158.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

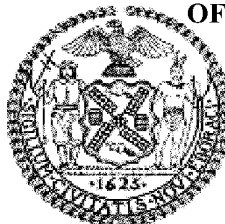
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

City Register File No.(CRFN):

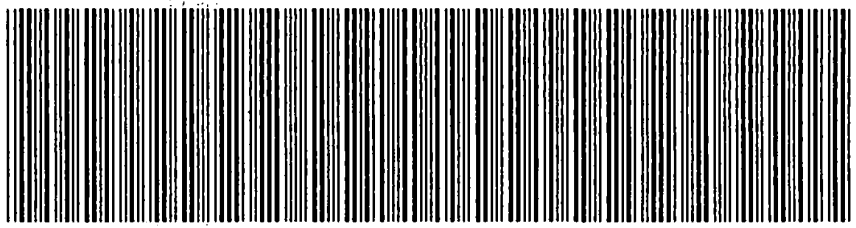
2017000269639



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2017071300569009001CF77D

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 25

Document ID: 2017071300569009
Document Type: AGREEMENT

Document Date: 06-28-2017

Preparation Date: 07-13-2017

PROPERTY DATA

Borough	Block Lot	Unit	Address
BRONX	2458 49 Entire Lot		741 CONCOURSE VILLAGE WEST

Property Type: COMMERCIAL REAL ESTATE

PARTIES

PARTY 1:
HP CONCOURSE VILLAGE WEST H.D.F.CO., INC.
242 WEST 36TH STREET
NEW YORK, NY 10018

ARTICLE XI REGULATORY AGREEMENT

THE CITY OF NEW YORK
AND
HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.
and
CONCOURSE VILLAGE WEST OWNER LLC

PREMISES AFFECTED BY THIS INSTRUMENT:

BLOCK	LOT
2458	13, 35, 49

ON THE TAX MAP OF THE CITY OF NEW YORK, COUNTY OF BRONX

RECORD AND RETURN TO:

THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
OFFICE OF LEGAL AFFAIRS
CONTRACTS AND REAL ESTATE DIVISION
100 GOLD STREET, ROOM 5-S5
NEW YORK, NEW YORK 10038

CT17-00030-61

ARTICLE XI REGULATORY AGREEMENT

^{as of}
THIS AGREEMENT is made on the 28th day of June 2017, between **THE CITY OF NEW YORK**, a municipal corporation (the "City") acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT** having an office at 100 Gold Street, Ninth Floor, New York, New York 10038 ("HPD"), **HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not for profit corporation having offices at 242 West 36th Street, 3rd Floor, New York, New York 10018 ("HDFC") and **CONCOURSE VILLAGE WEST OWNER LLC**, a New York limited liability company having offices at 40 Fulton Street, 12th Floor, New York, New York 10038 ("LLC").

WHEREAS, HDFC has acquired on the date hereof the real property described in **Schedule A** hereof (the "Exemption Area"); and

WHEREAS, HDFC and LLC have entered into a certain Declaration and Nominee Agreement of even date herewith, whereby HDFC has retained legal or record ownership of the fee interest in the Exemption Area, while granting unto LLC all the beneficial interest in the ownership of the Exemption Area (hereinafter, HDFC and LLC, collectively, "Owner"); and

WHEREAS, Owner shall construct improvements on the Exemption Area that will contain, (i) two hundred sixty-five (265) multiple dwelling units, including two hundred sixty-three (263) multiple dwelling units of rental housing for low and moderate income families and two (2) superintendents' units, (ii) approximately 6,449 square feet of community facility space, (iii) approximately 19,740 square feet of parking space and (iv) approximately 5,614 square feet of retail space (the "Project"); and

WHEREAS, pursuant to a master lease dated as of the date hereof (the "LIHTC Master Lease"), a memorandum of which shall be recorded against the Exemption Area in the Office of the City Register, County of Bronx (the "City Register's Office"), LLC has leased its beneficial and equitable interest to a portion of the Exemption Area to consist of the Tax Credit Condo Units (as defined below), to CVW Realty LIHTC Owner, a New York limited liability company (the "LIHTC Master Lessee"); and

WHEREAS, as of the date hereof, LLC shall lease the portion of the Exemption Area to consist of the Retail Condo Unit, Parking Condo Units and Community Facility Condo Unit (as each is defined below) to CVW Master Tenant LLC, a New York limited liability company (the "Commercial Master Lease"); and

WHEREAS, Owner intends to subject the Exemption Area to a condominium regime pursuant to the Condominium Act of the State of New York, which condominium will consist of ten (10) condominium units: (i) three (3) residential units consisting of an aggregate of approximately one hundred and thirty two (132) residential apartments for low-income households and for which are eligible for federal low income housing tax credits (collectively, the "Tax Credit Condo Units"), (ii) three (3) residential units consisting of an aggregate of approximately one hundred thirty one (131) residential apartments for moderate-income households (collectively the "Non-Tax Credit Condo Units"), (iii) one (1) condominium unit consisting of approximately 9,539 square feet of parking space ("Parking Unit I") (iv) one (1) condominium unit consisting of approximately 10,201 square feet of parking space ("Parking Unit II" and together with Parking Unit I, the "Parking Condo Units"), (v) one (1) condominium unit consisting of approximately 5,614 square feet of retail space and (vi) one (1) condominium unit consisting of approximately

6,449 square feet of community facility space (the "Community Facility Condo Unit") (collectively, the "Condominium"); and

WHEREAS, the Exemption Area shall consist of the Tax Credit Condo Units and the Non-Tax Credit Condo Units and the Community Facility Condo Unit; and

WHEREAS, the City Council of the City of New York, by resolution dated May 24, 2017, No. 1490 (the "Council Resolution"), a copy of which is attached hereto as **Schedule B** and made a part hereof, approved a new tax exemption, pursuant to Section 577 of the Private Housing Finance Law of the State of New York, on the Exemption Area (the "Exemption").

NOW THEREFORE, the parties do hereby agree as follows:

1. **Term.** The term of this Agreement (the "Term") shall commence on the date of this Agreement (the "Effective Date") and shall expire on a date that is the earlier of (i) a date that is forty (40) years from the Effective Date, (ii) the date of the expiration or termination of the HDC-HPD Regulatory Agreement (as defined below) or (iii) the date upon which the Exemption Area ceases to be legally owned by either a housing development fund corporation or an entity wholly controlled by a housing development fund corporation (the "Expiration Date").

2. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"HDC" means New York City Housing Development Corporation.

"HDC Loan" means, collectively, those certain construction loans provided by HDC to Owner for the construction of the Project on the Exemption Area, in the original aggregate principal amount of **\$86,703,846**.

"HDC Mortgage" means, collectively, those certain mortgages of even date herewith, executed by Owner to HDC, securing the HDC Loan, which mortgages are to be recorded against the Exemption Area in the Office of the City Register, County of Bronx (the "City Register's Office").

"HDC-HPD Regulatory Agreement" means a certain regulatory agreement of even date herewith by and among HDC, HPD and Owner, executed in connection with the HDC Loan, which agreement is to be recorded against the Exemption Area in the City Register's Office.

"Permanent Loan Closing" means the date on which the HDC Loan is converted from a construction loan to a permanent loan.

"Rent Stabilization Code" means Title 26, Chapter 4 of the New York City Administrative Code (and any successor statute) and the regulations promulgated in connection therewith.

"Unit" means a dwelling unit on the Exemption Area.

3. **Exemption.**

- A. The Exemption shall terminate upon the Expiration Date or as set forth in the Council Resolution.
- B. In consideration of the Exemption, Owner of the Exemption Area (i) shall execute and record this Agreement, and (ii) for so long as the Exemption shall remain in effect, shall waive the benefits of any additional or concurrent exemption from or abatement of real property taxation which may be authorized under any existing or future local, state, or federal law, rule or regulation.
- C. The Exemption shall only apply to a building on the Exemption Area that has a temporary certificate of occupancy on or before five (5) years from the Effective Date.
- D. Nothing herein shall entitle Owner to a refund of any real property taxes which accrued and were paid with respect to the Exemption Area prior to the Effective Date.

4. Rent Requirements.

A. Registration in Accordance With Rent Stabilization Code.

Not later than thirty (30) days after the date of the Permanent Loan Closing, Owner shall register the rents for each Unit as follows in accordance with the Rent Stabilization Code at the rents set forth in the HDC-HPD Regulatory Agreement.

The rents so registered shall be deemed the initial legal regulated Rent Stabilization Code rents. Owner shall follow all procedures and guidelines of the New York State Division of Housing and Community Renewal (or its successor agency with jurisdiction over enforcing the Rent Stabilization Code) and all relevant requirements of the Rent Stabilization. As hereinafter referred to in this Agreement, the "Legal Rent" shall refer to the initial legal regulated rent as adjusted pursuant to the Rent Stabilization Code.

- B. No Rent Stabilization Exemptions. Owner shall not utilize any exemption or exclusion from any requirement of the Rent Stabilization Code to which Owner might otherwise be or become entitled with respect to one or more Units, including, but not limited to, any exemption or exclusion from the rent limits, renewal lease requirements, registration requirements, or other provisions of the Rent Stabilization Code due to (i) the vacancy of a Unit where the rent exceeds a prescribed maximum amount, (ii) the fact that tenant income and/or rent exceed prescribed maximum amounts, (iii) the nature of the tenant, or (iv) any other factor.
- C. HDC-HPD Regulatory Agreement. All Units in the Project must be rented in accordance with the terms and conditions contained both herein and in the HDC-HPD Regulatory Agreement. In the event of a conflict between the terms contained in this Agreement and those contained in the HDC-HPD Regulatory Agreement, the stricter of such terms shall prevail.
- D. Contractual Rent Regulation.

CERTIFICATE FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company, a Florida Corporation, herein called the Company, certifies to the Applicant named herein that an examination of title to premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue the ALTA (6/17/06) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements in the amount and for the transaction set forth herein and subject to the exclusions from coverage and the conditions and stipulations therein contained.

After the closing of the transaction, in conformance with the requirements and procedures of the Company, the Company will issue the policy and except (i) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in Schedule B herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (ii) any questions or objections coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.


Questions concerning the within Certificate should be directed to:

Underwriter's Name and Phone Number: Timothy P. Ring, Esq.
Vice President; New York State Counsel
Phone: 914-684-3613 Fax: 914-949-5845
timothy.ring@ctt.com


CHICAGO TITLE INSURANCE COMPANY

Issued by:
Chicago Title Insurance Company
711 Third Avenue
New York, NY 10017



By: 
Raymond R. Quirk
President

Dated: May 15, 2019

By: 
Michael L. Gravelle
Secretary

Certified by: Timothy P. Ring

Redated
By: _____

This certificate is intended for lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your lawyer should be consulted before taking any action based upon the contents of this certificate. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to an attorney. It is advisable to have your attorney present at the closing.

CHICAGO TITLE INSURANCE COMPANY
CONDITIONS AND STIPULATIONS

Title Number CT19-00433-BX

1. This Certificate shall be null and void
 - (A) if the fees therefore are not paid;
 - (B) if the prospective insured, his attorney or agent makes any untrue statement with respect to any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company;
 - (C) when the policy shall issue or nine months after effective date hereof, whichever first occurs, provided that the failure to issue such policy is not the fault of the Company;
 - (D) until the amount of the policy or policies requested is inserted in Schedule A hereof by the Company, either at the time of the issuance of this Certificate or by subsequent endorsement.
2. If the title, interest or lien to be insured was acquired by the prospective insured prior to delivery hereof, the Company assumes no liability except under its policy when issued.
3. The liability of this Company under this Certificate shall not exceed the amount stated in Schedule A hereof and such liability is subject to the insuring provisions, the Exclusions from coverage and the Conditions and Stipulations of the form of policy or policies shown in Schedule A hereof in favor of the proposed insured which are hereby incorporated by reference and made a part of this Certificate except as expressly modified herein.

This Certificate of Title has been prepared in accordance with the information and instructions received. If any changes or additions are desired, please notify the Company promptly.



Chicago Title Insurance Company

KEY PERSONNEL

Thank you for placing your title order with the Chicago Title New York Commercial Operations. Set forth below is a list of key personnel who will assist you with any questions you may have.

CUSTOMER SERVICE

Annette Cornell
Telephone: 212-880-1482
Annette.Cornell@CTT.com

Angelica Duran
Telephone: 212-880-1227
Angelica.Duran@CTT.com

STATUS OF A CURRENT OR CLOSED TITLE ORDER

Derek Brown, Production Manager
Telephone Number: 212-880-1453
Derek.Brown@CTT.com

LEGAL OR CLEARANCE QUESTIONS

Please refer to the name of the underwriter appearing on the cover of your Title Certificate

TO SCHEDULE A CLOSING

Tracey Argenzio, Closing Department Coordinator
Telephone Number: 212-880-1290
Tracey.Argenzio@CTT.com

BILLING INQUIRIES

Kathy Kinghan, Accounting Manager
Telephone Number: 212-880-1470
Kathy.Kinghan@CTT.com

GENERAL QUESTIONS

Please email NYCommOps@CTT.Com

THANK YOU FOR YOUR BUSINESS

Joneth L. Mancini, Senior Vice President and Branch Manager
Telephone Number: 212-880-1414
Joneth.Mancini@CTT.COM



**CHICAGO TITLE
INSURANCE COMPANY**

National Commercial Services
Nationwide Coverage. Personal Commitment.

711 THIRD AVENUE
NEW YORK, NY 10017
PHONE: 212-880-1200
FAX: 212-880-1400

Order Confirmation

Title Number: CT19-00433-BX
Date of Application: 05/28/2019
Estimated Reporting Date: 05/31/19

Sales Representative:
Neil Falcone
212-880-1484
Neil.Falcone@ctt.com

TRANSACTION INFORMATION

Notes:

Loan Liability: \$10,000.00

Purchaser/Borrower: As to the Fee Interest: HP Concourse Village West Housing Development Fund Company, Inc.
As to the Equitable and Beneficial Interest: Concourse Village West Owner LLC

Lender: Lender to be provided

Property: 180 East 156th Street -a/k/a- 747 Concourse Village West, Bronx, NY
Block 2458 Lot 35
Bronx County
=====
707 Concourse Village West, Bronx, NY
Block 2458 Lot 49
Bronx County
=====
702 Concourse Village West, Bronx, NY
Block 2458 Lot 13
Bronx County
=====

Survey Instructions: None

Searches Ordered: No municipals ordered

PARTIES TO THE TRANSACTION:

Applicant

Peter Boboris, Esq
Azimuth Development Group LLC
40 Fulton Street, 12th Floor
New York NY 10038

E-MAIL: pboboris@azimuthdg.com
PHONE: 212-414-9414 FAX: 212-414-9417

Applicant - Additional

Stephanie D. Cobleigh
Azimuth Development Group LLC
40 Fulton Street, 12th Floor
New York NY 10038

E-MAIL: Scobleigh@azimuthdg.com
PHONE: 212-414-9414 FAX: 212-414-9417

If this is a refinance within ten (10) years, you may be entitled to a reduced premium. Contact this company immediately for details.

Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at <http://nyrates.ctic.com>.

Thank you for placing this order with Chicago Title Insurance Company. Please review the information contained herein and let us know of any corrections that need to be made.



Chicago Title Insurance Company

*****PLEASE READ AND CONSIDER THIS INFORMATION CAREFULLY*****

THIS REPORT IS NOT A TITLE INSURANCE POLICY!

THIS REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.

SCHEDULE A

TITLE NO. CT19-00433-BX

EFFECTIVE DATE: May 15, 2019

ALTA Loan Policy - 6/17/06 with New York Endorsement

\$10,000.00

PROPOSED INSURED: TO BE DETERMINED

The estate or interest in the land described or referred to in this certificate and covered herein is:

Fee Simple

Title to said estate or interest in said land at the effective date hereof vested in:

HP Concourse Village West Housing Development fund Company, Inc., a New York not-for-profit corporation

Title acquired under the following Deeds:

AS TO THE FEE INTEREST:

AS TO PARCEL I: - (For Information Only: Lot 13)

Deed dated as of 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269633](#), made by 702 Concourse LLC, a New York limited liability company.

(Exhibit A)

AS TO PARCEL II: - (For Information Only: Lot 35)

Deed dated as of 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269631](#), made by North Lex Realty Corp., a New York corporation.

(Exhibit B)



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE A (Continued)

AS TO PARCEL III: - (For Information Only: Lot 49)

Deed dated as of 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269632](#), made by 741 Concourse LLC, a New York limited liability company.

(Exhibit C)

AS TO THE BENEFICIAL INTEREST:

Concourse Village West Owner LLC, a New York limited liability company

Beneficial interest acquired pursuant to Declaration of Interest and Nominee Agreement by and between HP Concourse Village West Housing Development Fund Company, Inc. and Concourse Village West Owner LLC dated 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269635](#).

(Exhibit D)

The land referred to in this certificate is described as follows: **-SEE ATTACHED DESCRIPTION-**



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE A DESCRIPTION

Parcel I: - (Tax Lot 13)

ALL that certain plot piece or parcel of land, situate, lying and being in the Borough and County of Bronx, City and State of New York, known and designated as Lots Numbered 12, 13 and 14 on a certain map entitled, "Map of 65 Lots in the Borough and County of Bronx, City and State of New York belonging to Arthur R. Morris and others" dated New York, April 16, 1915, made by George G. Hollerith, 176 Broadway, filed in the Register's Office of Bronx County on May 6, 1915, as Map No. 103, bounded and described as follows:

BEGINNING at a point on the easterly side of Grand Boulevard and Concourse, distant 452.22 feet southerly from the corner formed by the intersection of the easterly side of Grand Boulevard and Concourse with the southerly side of East 156th Street;

RUNNING THENCE easterly on a line forming an exterior angle on its northerly side of 94 degrees 06 minutes 17 seconds with the said easterly side of Grand Boulevard and Concourse, 94.06 feet;

THENCE southerly at right angles to the last line, 65.31 feet to a point;

THENCE westerly at right angles from the last mentioned course, 7.07 feet;

THENCE southerly on a line forming an exterior angle of 87 degrees 56 minutes 52 seconds on its easterly side with said mentioned line, 9.69 feet;

THENCE westerly on a line forming an interior angle on its northerly side of 87 degrees 56 minutes 52 seconds with the last mentioned line, 81.95 feet to easterly side of Grand Boulevard and Concourse;

THENCE northerly along the easterly side of Grand Boulevard and Concourse, 75.19 feet to the point or place of BEGINNING.



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE A DESCRIPTION (Continued)

Parcel II: (Tax Lot 35)

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

BEGINNING at the corner formed by the intersection of the westerly side of Concourse Village West with the southerly side of East 156th Street;

RUNNING THENCE southerly along the westerly side of Concourse Village West, 183.50 feet;

THENCE westerly on a line at right angles with the westerly side of Concourse Village West, 85.00 feet;

THENCE northerly on a line at right angles with the last mentioned course, 183.50 feet to a point on the southerly side of East 156th Street;

THENCE easterly along the southerly side of East 156th Street, 85.00 feet to the point or place of BEGINNING.



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE A DESCRIPTION (Continued)

As to Parcel III: - (Tax Lot 49)

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

BEGINNING at a point on the westerly side of Concourse Village West distant 337.50 feet southerly from the corner formed by the intersection of the westerly side of Concourse Village West with the southerly side of East 156th Street;

THENCE southerly along the westerly side of Concourse Village West, 177.81 feet;

THENCE westerly on a line at right angles with the westerly side of Concourse Village West, 85.00 feet;

THENCE northerly on a line at right angles with the last mentioned course, 65.31 feet

THENCE easterly on a line at right angles with the last mentioned course, 12.94 feet;

THENCE northerly on a line forming an exterior angle of 88 degrees 42 minutes 05 seconds with the last mentioned course, 112.53 feet;

THENCE easterly on a line forming an interior angle of 88 degrees 42 minutes 05 seconds with the last mentioned course, 74.61 feet to a point on the westerly side of Concourse Village West to the point or place of BEGINNING.

CHICAGO TITLE INSURANCE COMPANY

ALTA 6-17-06 LOAN COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage.
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.
12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE - LOAN

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CHICAGO TITLE INSURANCE COMPANY

ALTA 6-17-06 OWNER'S COVERAGE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, Chicago Title Insurance Company, a Florida corporation (the "Company") insures, as of Date of Policy and against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the Insured as shown in Schedule A of this policy.

EXCLUSIONS FROM COVERAGE - OWNER'S

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1.
 - (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE B-1 (REQUIREMENTS)

The following are requirements to be complied with for a title policy to issue:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by the Certificate.
2. Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
3. All parties will be required to provide photo identification and social security numbers to the Company's representative at closing.
4. This Company will no longer accept a check over the amount of \$5,000.00 which is not **certified** unless prior arrangements have been made.
5. Taxes, tax liens, tax sales, sewer and assessments set forth herein. See attached.
6. Mortgage returned herein: (6). Detailed statement within.
7. Rights of tenants or persons in possession.
8. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional exceptions or notes and to make further requirements after such review.
9. Any municipal, departmental and street searches or returns contained herein are furnished **FOR INFORMATION ONLY**. They will not be insured, and the Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.
10. For information only, as required by law, Patriot Searches have been run against the following name(s):

Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc.
11. Searches, including Bankruptcy, have been run against the name Concourse Village West Owner LLC and returns, if any appear herein: No Returns.
12. Proof is required that Concourse Village West Owner LLC has been validly formed and that it has not been dissolved.



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE B-1 REQUIREMENTS (Continued)

NOTE: This may be established by an affidavit from a member, manager or attorney representing the LLC with knowledge of the facts and should include the submission to this Company of a status letter or other evidence from the Secretary of State to the effect that the LLC remains in existence.

13. With respect to Concourse Village West Owner LLC the following proofs and documents must be submitted to this Company:
 - a. Articles of Organization, together with any amendments thereto;
 - b. Operating Agreement, together with any amendments thereto, and proof of adoption of same as the current version;
 - c. Resolution of the LLC executed by a duly authorized member or manager approving the subject transaction, which resolution identifies the person(s) authorized and directed to act for said LLC together with proof that the resolution was adopted in accordance with the Operating Agreement and the Articles of Organization. If the subject transaction involves the sale, exchange, lease or mortgage of all or substantially all of the assets of said LLC, then absent provisions to the contrary in the Operating Agreement, such resolution must also be adopted by the vote of at least two-thirds in interest of the members entitled to vote thereon.
14. Searches, including Bankruptcy, have been run against the name HP Concourse Village West Housing Development Fund Company, Inc. and returns, if any appear herein: No Returns.
15. If the proposed sale, lease, exchange or mortgage to be insured is by a corporation governed by the Not-For-Profit Corporation Law, proof is required that the corporation is a Charitable or Non-Charitable Corporation as provided in the statute and that the corporation has complied with the provisions of the statute. (NFP LAW section 509).
16. The nature of the mortgage transaction to be insured herein must be disclosed to this Company prior to closing of title. Title may be subject to such additional exceptions as may be appropriate after disclosure of the type of transaction has been made.
17. Proof must be supplied to this Company that the entire proceeds of the Building Loan Mortgage have been totally advanced.
18. NOTE: The address of the premises must be set forth on the first page of every Mortgage instrument or the City Register will not accept same for recording.
19. Satisfactory proof by affidavit must be furnished whether any work has been done upon the premises by the City of New York, or any demand made by the City for any work, which may result in charges being imposed by:



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE B-1 REQUIREMENTS (Continued)

- a) the New York City Department of Rent and Housing Maintenance, Emergency Services;
- b) the New York City Department of Environmental Protection for Water Tap closing or any related work; and
- c) by the New York City Department of Health;

whether or not such charges are liens against which this policy protects.

20. Satisfactory proof by affidavit must be furnished showing whether any fee for an inspection, re-inspection, examination or service performed by the Department of Buildings or permit issued by the Department of Buildings have been levied, charged, created or incurred, which may become a lien upon the premises, whether or not such charges are liens against which this policy insures.



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE B-2 (EXCEPTIONS)

The policy will include as exceptions to title the following matters unless they are disposed of to the satisfaction of the Company:

1. Survey Reading - See attached.
2. One dollar condemnation clause contained in Deed from the City of New York to North Lex Realty Corp. dated November 14, 2000 and recorded December 5, 2000 in [Reel 1821 Page 1545](#). (Affects Parcel II)

NOTE: The clause is to the effect that if any part of the property lies within the lines of any proposed street, the City will pay only \$1.00 for condemnation.

(Exhibit E)

3. One dollar condemnation clause contained in Deed from The City of New York to Concourse West, L.L.C. dated April 26, 1999 and recorded August 18, 1999 in [Reel 1679 Page 1365](#). (Affects Parcel III)

NOTE: The clause is to the effect that if any part of the property lies within the lines of any proposed street, the City will pay only \$1.00 for condemnation.

(Exhibit F)

4. Memorandum of Master Lease by and amongst Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc., as Landlord and CVW Realty LIHTC Owner LLC, as Tenant dated as of 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269634](#); which Memorandum recites a Lease with a term of 55 years and does not recite a right of first offer or refusal. **(Exhibit G)**

5. Declaration of Interest and Nominee Agreement between HP Concourse Village West Housing Development Fund Company, Inc. and Concourse Village West Owner LLC dated 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269635](#). **(See Exhibit D)**

6. Mandatory Inclusionary Housing Restrictive Declaration between CVW Realty LIHTC Owner LLC, Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc. dated 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269636](#). **(Exhibit H)**

With Regard Thereto:



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE B-2 (Continued)

a) Subordination and Non-Disturbance Agreement between New York City Housing Development Corporation, Wells Fargo Bank, National Association and The City of New York dated 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269637](#).

(Exhibit I)

7. Regulatory Agreement among Concourse Village West Owner LLC, CVW Realty LIHTC Owner LLC, HP Concourse Village West Housing Development Fund Company, Inc. and New York City Housing Development Corporation and The City of New York, acting by and through its Department of Housing Preservation and Development dated 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269638](#).

(Exhibit J)

8. Article XI Regulatory Agreement between The City of New York and HP Concourse Village West Housing Development Fund Company, Inc. and Concourse Village West Owner LLC dated 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269639](#).

(Exhibit K)

With Regard Thereto:

a) Subordination Agreement by and between The City of New York, acting by and through its Department of Housing Preservation and Development and New York City Housing Development Corporation dated 06/28/2017, recorded 07/21/2017 in [CRFN 2017000269646](#).

(Exhibit L)

9. UCC Financing Statement:

[CRFN 2017000269647](#) - Filed: 07/21/2017

Debtor: Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc.

Secured Party: New York City Housing Development Corporation

(Exhibit M)

10. The following UCC filings are filed in Albany and are turned out for information only:

[File No. 201708020378361](#) - Filed: 08/02/2017

Debtor: Concourse Village West Owner LLC and HP Concourse Village West



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE B-2 (Continued)

Housing Development Fund Company, Inc.

Secured Party: New York City Housing Development Corporation

(Exhibit N)

11. Notice of Lending between Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc. and New York City Housing Development Corporation Filed 07/05/2017, Index No. 35, in the amount of \$69,469,214.00.
12. Notice of Assignment Lending between Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc. and New York City Housing Development Corporation Filed 07/05/2017, Index No. 36, in the amount of \$86,703,846.00.
13. Building Loan Agreement Lending between Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc. and New York City Housing Development Corporation Filed 07/05/2017, Index No 310, in the amount of \$69,469,214.00.
14. Tax Search discloses water meters that have been read to the date indicated thereon. You will note that some of the readings are either minimum, average or estimated readings. Policy will except subsequent meter readings from the date of the last reading including but not limited to subsequent adjustments to minimum, average, and estimated water and sewer reading amounts which have been reported herein.

NOTE: To omit this exception an actual meter reading should be ordered from the Department of Environmental Protection that covers prior minimum, average and estimated reading periods.

15. For Information Only:
 - a. Zoning Lot Certification recorded 05/01/2017 in CRFN 2017000165389.
(Affects Parcels I and III)
 - b. Zoning Lot Description and Ownership Statement recorded 05/01/2017 in CRFN 2017000165390.
(Affects Parcels I and III)
 - c. Zoning Lot Description and Ownership Statement recorded 05/01/2017 in CRFN 2017000165391.
(Affects Parcel II)
 - d. Zoning Lot Certification recorded 05/05/2017 in CRFN 2017000171807.
(Affects Parcel II)



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SCHEDULE B-2 (Continued)

- e. Zoning Lot Certification recorded 05/31/2017 in CRFN 2017000202143.
(Affects Parcel III)
 - f. Zoning Lot Description and Ownership Statement recorded 05/31/2017 in CRFN 2017000202144.
(Affects Parcel III)
 - g. Zoning Lot Certification recorded 05/31/2017 in CRFN 2017000202145.
(Affects Parcel I)
 - h. Zoning Lot Description and Ownership Statement recorded 05/31/2017 in CRFN 2017000202146.
(Affects Parcel I)
16. Policy will except all loss or damage arising from the imposition of any lien resulting from the restoration of real property taxes upon the premises or the rescission of tax abatements as said exemption and/or abatement is provided for pursuant to the provisions of the Administrative Code of the City of New York.
(Affects All Parcels)

CHICAGO TITLE INSURANCE COMPANY
COMMON EXCEPTIONS AFFIDAVIT

State of New York)
)ss.
County of _____)

STRIKE OUT ALL PARAGRAPHS OR PROVISIONS WHICH ARE INAPPLICABLE

_____ being duly sworn, deposes and says:

1. That I make this affidavit in respect to real property known as _____ (the "Premises") and that I make this affidavit in response to certain Exceptions contained in Title Report No. CT19-00433-BX issued by Chicago Title Insurance Company (the "Title Report"), knowing that Chicago Title Insurance Company will rely upon the truthfulness of the statements thereof.
2. The Premises are owned by _____ (the "Fee Owner"). I make this affidavit as the _____ of the Fee Owner.
3. That the Fee Owner acquired title by deed dated _____ and recorded on _____ in Liber/Reel _____ page _____.
4. That none of the (judgments,) (federal tax liens,) (Parking Violation Bureau judgments,) (Environmental Control Board liens,) (State Tax Commission Warrants,) (New York City Tax Warrants) set forth as Exceptions(s) _____ in the captioned title report are against the Fee Owner, and that the Fee Owner has never resided at or conducted business at any of the addresses set forth in said judgments, warrants and liens.
5. That there has been no work done upon the Premises by the City of New York, nor has the City of New York made any demand for any such work that may result in charges by the New York City Department of Rent and Housing Maintenance, or charges by the New York City Department of Environmental Protection for water tap closing or any related work, whether or not such charges are liens against the captioned property.
6. That no fees for inspection, reinspection, examination or services performed by the Department of Buildings have been levied, charged or incurred that may become a lien on the captioned premises.
7. That there are presently _____ tenants in the Premises, and that each of the tenants is _____ In possession under a lease containing a standard subordination clause fully and unconditionally subordinating the lease to all existing and future mortgages; or _____ In possession as tenant only and there are no options or rights of first refusal contained in the lease or in any separate agreement with any such tenant.
That there are no tenants in possession of the captioned premises.
8. That none of the current fee owner(s) has been known by any other name in the past ten years other than:

9. That, for purposes of compliance with Section 265-a of the Real Property Law (Home Equity Theft Prevention Act), Affiant states of his/her own knowledge that there are no lawsuits or proceedings pending to foreclose a mortgage or tax lien affecting the Premises; and that the Premises is not subject to a mortgage which is in default (more than two months in arrears).

Sworn to before me this _____ day of _____, 20_____.

Notary Public



Chicago Title Insurance Company

Title Number: CT19-00433-BX

SURVEY READING

Until a guaranteed survey is received and read into title, policy will not insure the exact distances, courses and dimensions of the premises set forth in Schedule A herein and policy will except any state of facts an accurate survey would show, including compliance with covenants and restrictions.



Chicago Title Insurance Company

Title Number: CT19-00433-BX

MORTGAGE SCHEDULE

Mortgages 1 -6 Encumber All Parcels:

1. First Acquisition Loan Mortgage, Assignment of Leases and Rents and Security Agreement made by Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc. -to- New York City Housing Development Corporation dated as of 06/28/2017, recorded 07/21/2017 in CRFN 2017000269640 to secure the sum of \$9,025,000.00. (Mortgage tax paid: \$0.00)

The above Mortgage may be satisfied or assigned by:
New York City Housing Development Corporation

2. First Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement made by Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc. -to- New York City Housing Development Corporation dated as of 06/28/2017, recorded 07/21/2017 in CRFN 2017000269641 to secure the sum of \$33,796,264.00. (Mortgage tax paid: \$0.00)

The above Mortgage may be satisfied or assigned by:
New York City Housing Development Corporation

3. First Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement made by Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc. -to- New York City Housing Development Corporation dated as of 06/28/2017, recorded 07/21/2017 in CRFN 2017000269642 to secure the sum of \$2,103,736.00. (Mortgage tax paid: \$0.00)

The above Mortgage may be satisfied or assigned by:
New York City Housing Development Corporation

4. Second Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement made by Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc. -to- New York City Housing Development Corporation dated as of 06/28/2017, recorded 07/21/2017 in CRFN 2017000269643 to secure the sum of \$14,783,527.00. (Mortgage tax paid: \$0.00)

The above Mortgage may be satisfied or assigned by:
New York City Housing Development Corporation



Chicago Title Insurance Company

Title Number: CT19-00433-BX

MORTGAGE SCHEDULE (Continued)

5. Second Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement made by Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc. -to- New York City Housing Development Corporation dated as of 06/28/2017, recorded 07/21/2017 in CRFN 2017000269644 to secure the sum of \$6,105,896.00. (Mortgage tax paid: \$0.00)

The above Mortgage may be satisfied or assigned by:
New York City Housing Development Corporation

6. Third Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement made by Concourse Village West Owner LLC and HP Concourse Village West Housing Development Fund Company, Inc. -to- New York City Housing Development Corporation dated as of 06/28/2017, recorded 07/21/2017 in CRFN 2017000269645 to secure the sum of \$20,889,423.00. (Mortgage tax paid: \$0.00)

The above Mortgage may be satisfied or assigned by:
New York City Housing Development Corporation

This certificate does not purport to show all the terms and provisions of the preceding mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured and the effect of any unrecorded agreements in modification thereof.

SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

188 Montague Street 10th Floor
Brooklyn, NY 11201
Tel: 718-625-9949
Fax: 347-896-5551

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

TITLE: CTIM-711 CT1900433BX

PAGE 1 OF 2

THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **180 EAST 156 STREET** County: **BRONX**
Building Class: **ZONED COMMERCIAL OR** SWIS: **600100** Section: **9** Vol.: **6**
MANHATTAN RESIDENTIAL - V1
Tax Class: **4** Tax Rate: **10.514** Adj. Tax Rate: **10.514** Block: **2458** Lot: **35**
Condo:
Assessed Owner: **HP CONCORSE VILLAGE WEST HOUSING** Annual taxes without exemptions: **\$15,253.71**

2018/2019 FINAL

Transition Land	\$	145,080.00	Actual Land	\$	296,100.00
Transition Total	\$	145,080.00	Actual Total	\$	296,100.00
Transition Exempt	\$	121,867.00	Actual Exempt	\$	248,724.00

Exemption Type: SPEC INIT PGM (SIP)

Disposition / Returns:

Year	Charge Type	Original Due Date	Interest Begin/Process Date	Trans. Type	Action Type	Reason	Payment #	Payment Date	Amount Due
2019(3)	TAX	01/01/2019	01/01/2019	TAX	ORG	INIT		06/01/2018	1,220.30
				DSC	ADJ	OFFSET		06/01/2018	-12.20
				CHG	PAY	OFFSET	16034141	06/01/2018	-1,208.10
						REC			
2019(1)	TAX	07/01/2018	07/01/2018	TAX	ORG	INIT		06/01/2018	1,220.30
				CHG	PAY	OFFSET	16034140	06/01/2018	-1,220.30
						REC			

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

PAYMENTS POSTED AFTER 2/28/19 ARE UNOFFICIAL PAYMENTS.

CIS ACCOUNT #2000160268001

ON MARCH 3, 2019, THE NYC DEPARTMENT OF FINANCE IMPLEMENTED A NEW TAX SYSTEM. DUE TO ONGOING MODIFICATIONS TO THEIR NEW SYSTEM, CERTAIN INFORMATION MAY NOT BE AVAILABLE AT TIME OF SEARCH. WE ADVISE THAT YOU COLLECT ADDITIONAL FUNDS FOR ANY SCHEDULED CLOSINGS OR UPON SETTLEMENT OF ANY OPEN CHARGES.

SUBJECT TO CONTINUATION PRIOR TO CLOSING. NOTHING ELSE FOUND ON CITY'S RECORDS AS OF 5/26/2019. ANY PAYMENT MADE AFTER 2/28/2019 ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.

SUPERIOR DATA SERVICES, INC.

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TITLE: CTIM-711 CT1900433BX

PAGE 2 OF 2

METER #4094 9/17/17 TO 12/8/17 ENT: 12/15/17 ESTIMATED READING
AMOUNT REBILLED \$104.07 PAID 10/25/18

DEP RECORDS SHOW METER REMOVED 12/21/17.

TOTAL DUE ON ACCOUNT \$-0-

**LOT SUBJECT TO WATER & SEWER CHARGES AND OR METERED WATER AND SEWER
CHARGES.

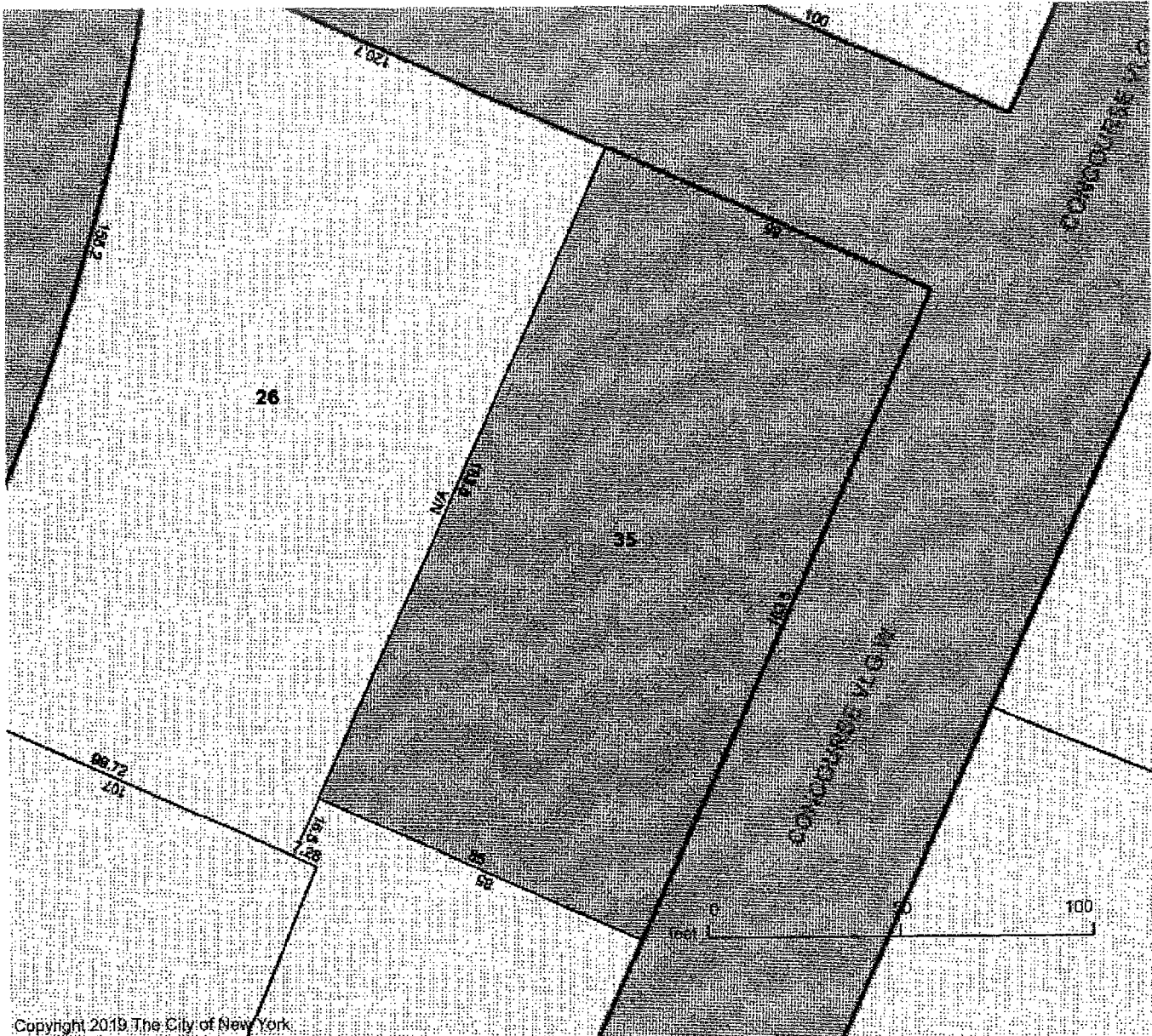
NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000











ON MARCH 3, 2019, THE NYC DEPARTMENT OF FINANCE IMPLEMENTED A NEW TAX SYSTEM. DUE TO ONGOING MODIFICATIONS TO THEIR NEW SYSTEM, CERTAIN INFORMATION MAY NOT BE AVAILABLE AT TIME OF SEARCH. WE ADVISE THAT YOU COLLECT ADDITIONAL FUNDS FOR ANY SCHEDULED CLOSINGS OR UPON SETTLEMENT OF ANY OPEN CHARGES.

SUBJECT TO CONTINUATION PRIOR TO CLOSING. NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **5/26/2019**. ANY PAYMENT MADE AFTER **2/28/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

SUPERIOR DATA SERVICES SHALL BEAR NO LIABILITY FOR ERRONEOUS OR INACCURATE INFORMATION PROVIDED BY THE DEPARTMENT OF FINANCE AND/OR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION BUT NOT LIMITED TO ERRORS DUE TO LOADING, KEY ENTRY, PROCESSING, DATA COMMUNICATION, HARDWARE OR SOFTWARE PROBLEMS OR THE BACKDATING OF ANY INFORMATION INCLUDING EXISTING CIS ACCOUNTS NOT REFERENCED UNDER BLOCK AND LOT SEARCHED HEREIN. RESPONSIBILITY LIMITED TO THOSE ITEMS AND INSTALLMENTS THAT ARE LIENS AS OF THE DATE OF THIS REPORT AND REFLECTED ON THE PUBLIC RECORDS. RECENT PAYMENTS REFLECTED MAY BE SUBJECT TO COLLECTION. TAX SEARCH DOES NOT COVER ANY PART OF THE STREETS ON WHICH THE PREMISES TO BE INSURED ABOUT; NOR DOES IT COVER VAULT CHARGES AND ADDITIONAL CHARGES DUE TO BUILDING PURPOSE CHARGES FOR UNFIXED FRONTAGE. TAX EXEMPTIONS NOTED ABOVE MAY BE RESTORED ON THE DATE OF CONVEYANCE OR UPON DEATH OF THE RECORD OWNER. PLEASE REQUEST THE SELLER OR BORROWER TO HAVE RECEIPTED BILLS AVAILABLE AT CLOSING.



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- | | | | |
|---|-------------------------------|---|------------------------------------|
|  | Borough Boundary | C50 | Condo Flag/Condo Number |
|  | Tax Block Boundary | A50 | Air Right Flag/Lot Number |
| 50 | Tax Block Number | S50 | Subterranean Right Flag/Lot Number |
|  | Tax Lot Boundary | R | REUC Flag |
| 50 | Tax Lot Number |  | Under Water Tax Lot Boundary |
| 50 | Condo FKA Tax Lot Number |  | Other Boundary |
| 50.5 | Tax Lot Dimension |  | Possession Hook |
| 50.5 | Approximate Tax Lot Dimension | Misc | Miscellaneous Text |
|  | Condo Units Range Label |  | Small Tax Lot Dimension |
|  | Building Footprint |  | Surface Water |

180 EAST 156 STREET

Borough: BRONX
Block: 2458 Lot: 35**Notes**

This account history is for informational purposes only. The amounts below do not include interest due through today. Visit our [NYCePay](#) or [CityPay](#) payment sites for today's balance. Payments made today will be visible the next business day.

Profile

Building Class	D6 - ELEVATOR APT; FIREPROOF WITH STORES
Tax Class	2
Unused SCRIE Credit	
Unused DRIE Credit	
Refund Amount	
Overpayment amount	9,087.98

Account History Summary

Year	Period	Charge Type	Original Due Date	Interest Begin/Process Date	Charge	Paid	Balance
2019	3	TAX	01/01/2019		1,208.10	-1,208.10	0.00
2019	1	TAX	07/01/2018		1,220.30	-1,220.30	0.00
2018	3	TAX	01/01/2018		11,209.50	-11,209.50	0.00
2018	3	CHARGES	01/01/2018		93.39	-93.39	0.00
2018	2	CHARGES	10/01/2017		272.19	-272.19	0.00
2018	1	TAX	07/01/2017		9,395.01	-9,395.01	0.00
2018	1	CHARGES	07/01/2017		198.56	-198.56	0.00
2017	3	TAX	01/01/2017		10,399.42	-10,399.42	0.00
2017	1	TAX	07/01/2016		10,561.96	-10,561.96	0.00

Account History Details

[Click here for the Account History Details](#)

SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

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Fax: 518-785-5086

TITLE: CTIM-711 CT1900433BX13

PAGE 1 OF 2

THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: **702 GRAND CONCOURSE** County: **BRONX**
Building Class: **ALL PARKING GARAGES - G1** SWIS: **600100** Section: **9** Vol.: **6**
Tax Class: **4** Tax Rate: 10.514 Adj. Tax Rate: 10.514 Block: **2458** Lot: **13**
Condo:
Assessed Owner: **HP CONCOURSE VILLAGE WEST HOUSING** Annual taxes without exemptions: **\$11,364.48**

2018/2019 FINAL

Transition Land	\$	95,570.00	Actual Land	\$	139,500.00
Transition Total	\$	108,089.00	Actual Total	\$	156,825.00
Transition Exempt	\$	108,089.00	Actual Exempt	\$	156,825.00

Exemption Type: SPEC INIT PGM (SIP)

Disposition / Returns:

2018/2019 TAXES

1ST QTR. DUE: 07/01 FULLY EXEMPT
2ND QTR. DUE: 10/01 FULLY EXEMPT
3RD QTR. DUE: 01/01 FULLY EXEMPT
4TH QTR. DUE: 04/01 FULLY EXEMPT

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

PAYMENTS POSTED AFTER 2/28/19 ARE UNOFFICIAL PAYMENTS.

CIS ACCOUNT #0000160263001

METER #7366 6/23/17 TO 9/15/17 ENT: 9/21/17 ESTIMATED READING
AMOUNT REBILLED \$106.60 PAID 10/25/18

DEP RECORDS SHOW METER REMOVED 9/22/17.

ON MARCH 3, 2019, THE NYC DEPARTMENT OF FINANCE IMPLEMENTED A NEW TAX SYSTEM. DUE TO ONGOING MODIFICATIONS TO THEIR NEW SYSTEM, CERTAIN INFORMATION MAY NOT BE AVAILABLE AT TIME OF SEARCH. WE ADVISE THAT YOU COLLECT ADDITIONAL FUNDS FOR ANY SCHEDULED CLOSINGS OR UPON SETTLEMENT OF ANY OPEN CHARGES.

SUBJECT TO CONTINUATION PRIOR TO CLOSING. NOTHING ELSE FOUND ON CITY'S RECORDS AS OF **5/26/2019**. ANY PAYMENT MADE AFTER **2/28/2019** ARE SUBJECT TO COLLECTION THEREFORE CANCELLED CHECKS MUST BE REQUESTED AT CLOSING

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SUPERIOR DATA SERVICES, INC.

WWW.SUPERIOR-DATA.COM

188 Montague Street 10th Floor
Brooklyn, NY 11201
Tel: 718-625-9949
Fax: 347-896-5551

1471 Route 9 Suite 203
Clifton Park, NY 12065
Tel: 518-785-4892
Fax: 518-785-5086

TITLE: CTIM-711 CT1900433BX13

PAGE 2 OF 2

TOTAL DUE ON ACCOUNT \$-0-

**LOT SUBJECT TO WATER & SEWER CHARGES AND OR METERED WATER AND SEWER CHARGES.

NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

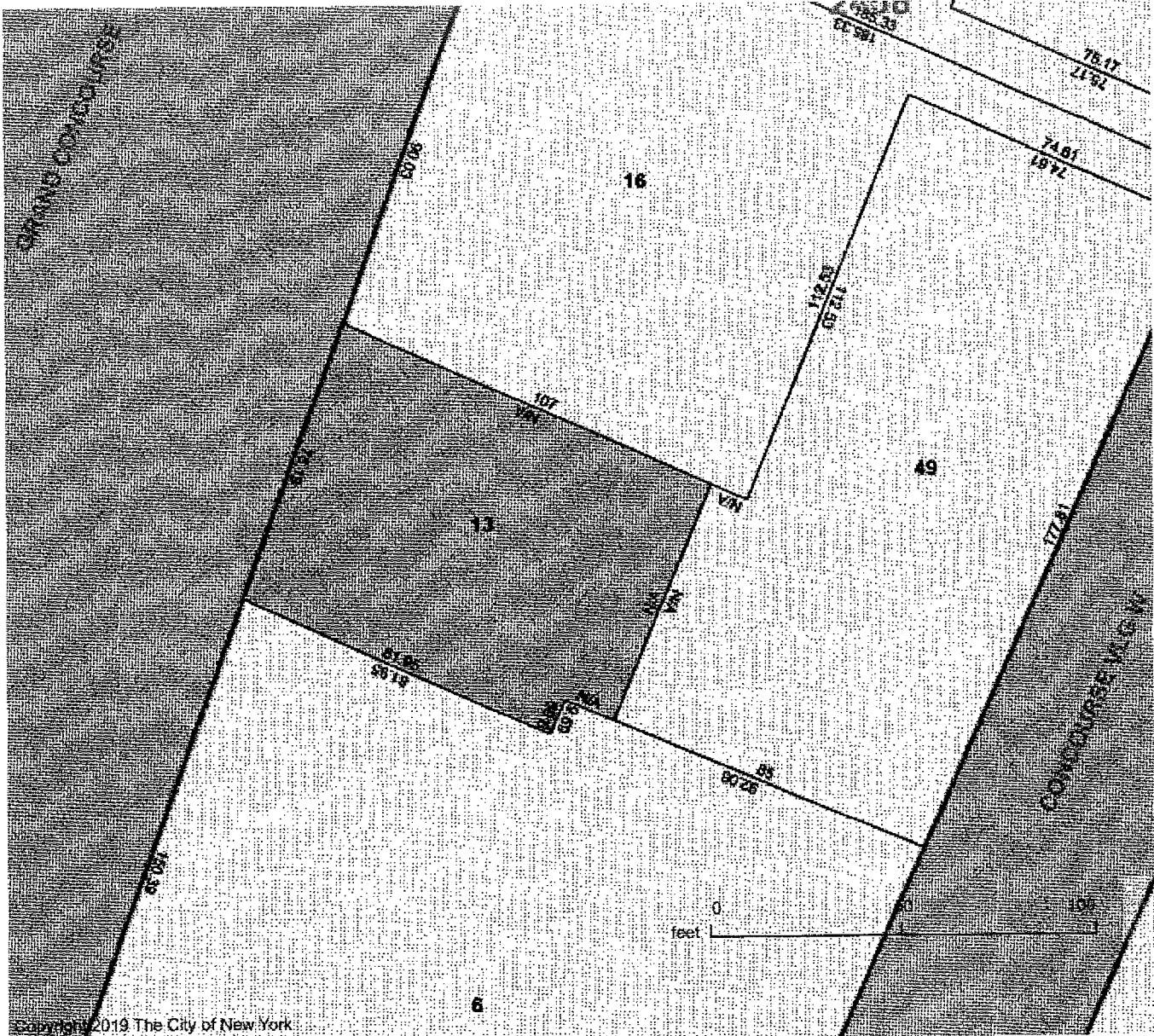
NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000

ON MARCH 3, 2019, THE NYC DEPARTMENT OF FINANCE IMPLEMENTED A NEW TAX SYSTEM. DUE TO ONGOING MODIFICATIONS TO THEIR NEW SYSTEM, CERTAIN INFORMATION MAY NOT BE AVAILABLE AT TIME OF SEARCH. WE ADVISE THAT YOU COLLECT ADDITIONAL FUNDS FOR ANY SCHEDULED CLOSINGS OR UPON SETTLEMENT OF ANY OPEN CHARGES.

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Digital Tax Map - New York City Dept. of Finance (5/28/2019)



- | | |
|---|---|
| Borough Boundary | C50 Condo Flag/Condo Number |
| Tax Block Boundary | A50 Air Right Flag/Lot Number |
| 50 Tax Block Number | S50 Subterranean Right Flag/Lot Number |
| Tax Lot Boundary | R REUC Flag |
| 50 Tax Lot Number | Under Water Tax Lot Boundary |
| 50 Condo FKA Tax Lot Number | Other Boundary |
| 50.5 Tax Lot Dimension | Possession Hook |
| +5.5 Approximate Tax Lot Dimension | Misc Miscellaneous Text |
| Condo Units Range Label | Small Tax Lot Dimension |
| Building Footprint | Surface Water |

702 GRAND CONCOURSE

Borough: BRONX
Block: 2458 Lot: 13**Notes**

This account history is for informational purposes only. The amounts below do not include interest due through today. Visit our [NYCePay](#) or [CityPay](#) payment sites for today's balance. Payments made today will be visible the next business day.

Profile

Building Class	D7 - ELEVATOR APT; SEMI-FIREPROOF WITH STORES
Tax Class	2
Unused SCRIE Credit	
Unused DRIE Credit	
Refund Amount	86.04 (REFUND AVAILABLE)
Overpayment amount	11,569.04

Account History Summary

Year	Period	Charge Type	Original Due Date	Interest Begin/Process Date	Charge	Paid	Balance
2019	1	CHARGES	07/01/2018		45.00	-45.00	0.00
2018	4	TAX	04/01/2018		2,684.02	-2,684.02	0.00
2018	3	TAX	01/01/2018		2,684.02	-2,684.02	0.00
2018	2	TAX	10/01/2017		2,714.82	-2,714.82	0.00
2018	1	TAX	07/01/2017		2,756.18	-2,756.18	0.00
2018	1	CHARGES	07/01/2017		46.03	-46.03	0.00
2017	4	TAX	04/01/2017		2,237.95	-2,237.95	0.00
2017	3	TAX	01/01/2017		2,205.11	-2,205.11	0.00
2017	2	TAX	10/01/2016		2,239.57	-2,239.57	0.00
2017	2	CHARGES	10/01/2016		136.10	-136.10	0.00
2017	1	TAX	07/01/2016		2,239.57	-2,239.57	0.00
2017	1	CHARGES	07/01/2016		274.19	-274.19	0.00

Account History Details

[Click here for the Account History Details](#)

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TITLE: CTIM-711 CT1900433BX49

PAGE 1 OF 2

THE UNPAID TAXES, WATER RATES, ASSESSMENTS AND OTHER MATTERS RELATING TO TAXES WHICH ARE LIENS AT THE DATE OF THIS CERTIFICATE ARE SET FORTH BELOW:

Premises: 741 CONCOURSE VILLAGE W County: BRONX
Building Class: ZONED COMMERCIAL OR SWIS: 600100 Section: 9 Vol.: 6
MANHATTAN RESIDENTIAL - V1
Tax Class: 4 Tax Rate: 10.514 Adj. Tax Rate: 10.514 Block: 2458 Lot: 49
Condo:
Assessed Owner: HP CONCOURSE VILLAGE WEST HOUSING Annual taxes without exemptions: \$16,512.24

2018/2019 FINAL

Transition Land	\$	157,050.00	Actual Land	\$	251,100.00
Transition Total	\$	157,050.00	Actual Total	\$	251,100.00
Transition Exempt	\$	142,916.00	Actual Exempt	\$	228,501.00

Exemption Type: SPEC INIT PGM (SIP)

Disposition / Returns:

Year	Charge Type	Original Due Date	Interest Begin/Process Date	Trans. Type	Action Type	Reason	Payment #	Payment Date	Amount Due
2019(3)	TAX	01/01/2019	01/01/2019	TAX	ORG	INIT		06/01/2018	743.02
				DSC	ADJ	OFFSET		06/01/2018	-7.43
				CHG	PAY	OFFSET	16034271	06/01/2018	-735.59
						REC			
2019(1)	TAX	07/01/2018	07/01/2018	TAX	ORG	INIT		06/01/2018	743.02
				CHG	PAY	OFFSET	16034270	06/01/2018	-743.02
						REC			

2ND HALF (OR 3RD AND 4TH QUARTERS IF APPLICABLE) REAL ESTATE CHARGES HAVE NOW BEEN CHANGED REFLECTING TAX RATE REVISIONS.

PAYMENTS POSTED AFTER 2/28/19 ARE UNOFFICIAL PAYMENTS.

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TITLE: CTIM-711 CT1900433BX49

PAGE 2 OF 2

2018/2019 WATER: NONE
SEWER: NONE

CIS ACCOUNT NOT ESTABLISHED AS OF DATE OF SEARCH.

**LOT SUBJECT TO WATER & SEWER CHARGES AND OR METERED WATER AND SEWER CHARGES.

NYC FINANCE
P.O. BOX 680
NEWARK, NJ 07101-0680
212-504-4080

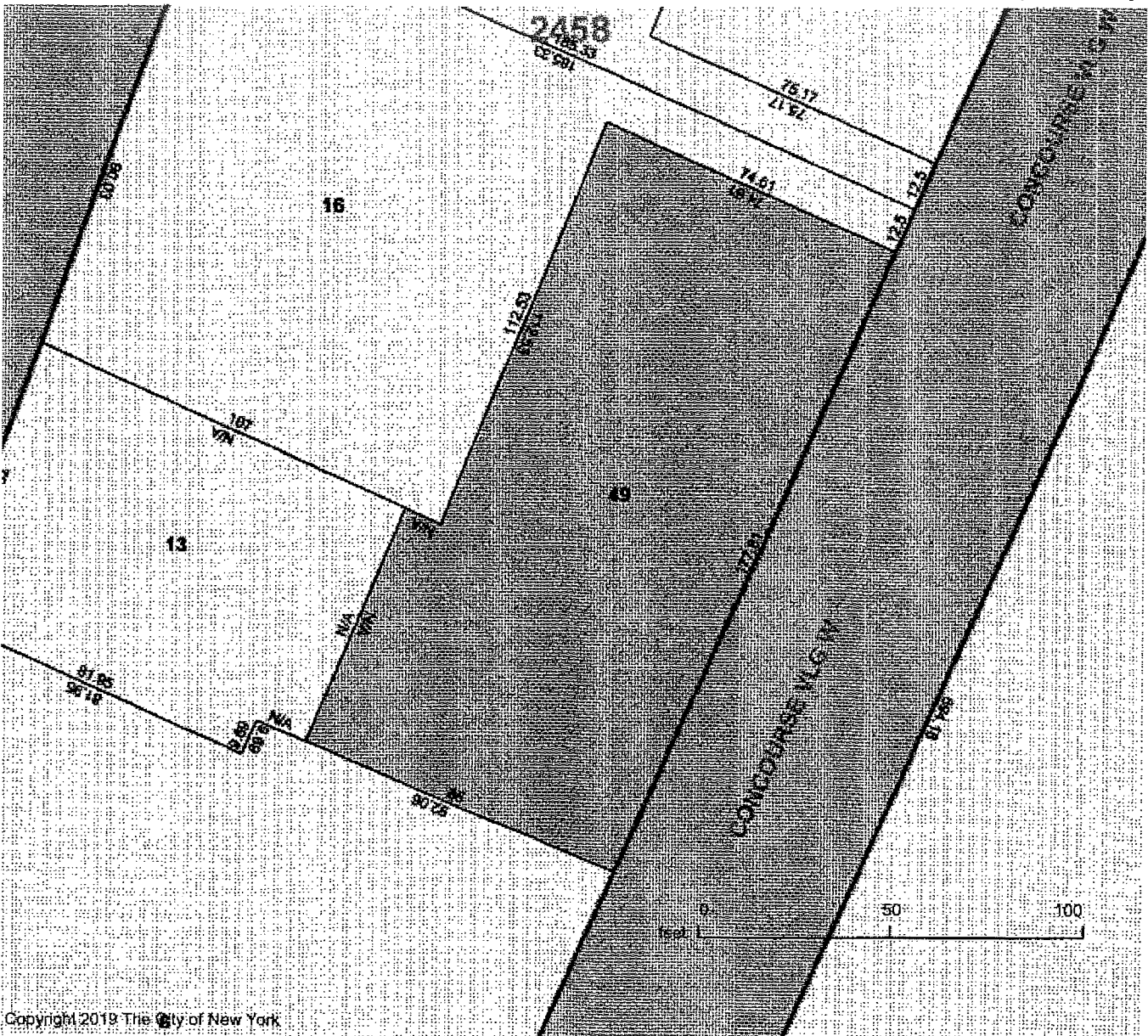
NYC WATER BOARD
P.O. BOX 11863
NEWARK, NJ 07101-8163
718-595-7000














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Digital Tax Map - New York City Dept. of Finance (5/28/2019)



-  Borough Boundary
-  Tax Block Boundary
- 50** Tax Block Number
-  Tax Lot Boundary
- 50** Tax Lot Number
-  Condo FKA Tax Lot Number
-  Tax Lot Dimension
-  Approximate Tax Lot Dimension
-  Condo Units Range Label
-  Building Footprint
- C50** Condo Flag/Condo Number
- A50** Air Right Flag/Lot Number
- S50** Subterranean Right Flag/Lot Number
- R** REUC Flag
-  Under Water Tax Lot Boundary
-  Other Boundary
-  Possession Hook
- Misc** Miscellaneous Text
-  Small Tax Lot Dimension
-  Surface Water

741 CONCOURSE VILLAGE W

Borough: BRONX
Block: 2458 Lot: 49**Notes**

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Profile

Building Class	D9 - ELEVATOR APT; MISCELLANEOUS
Tax Class	2
Unused SCRIE Credit	
Unused DRIE Credit	
Refund Amount	
Overpayment amount	

Account History Summary

Year	Period	Charge Type	Original Due Date	Interest Begin/Process Date	Charge	Paid	Balance
2019	3	TAX	01/01/2019		735.59	-735.59	0.00
2019	1	TAX	07/01/2018		743.02	-743.02	0.00
2018	4	TAX	04/01/2018		1,754.70	-1,754.70	0.00
2018	3	TAX	01/01/2018		1,754.70	-1,754.70	0.00
2018	3	CHARGES	01/01/2018		93.09	-93.09	0.00
2018	2	TAX	10/01/2017		1,774.84	-1,774.84	0.00
2018	1	TAX	07/01/2017		1,801.88	-1,801.88	0.00
2018	1	CHARGES	07/01/2017		62.06	-62.06	0.00
2017	4	TAX	04/01/2017		3,297.90	-3,297.90	0.00
2017	3	TAX	01/01/2017		3,297.90	-3,297.90	0.00
2017	2	TAX	10/01/2016		3,349.44	-3,349.44	0.00
2017	1	TAX	07/01/2016		3,349.44	-3,349.44	0.00

Account History Details

[Click here for the Account History Details](#)

REAL ESTATE TAXES - NEW YORK CITY

TAX	FISCAL YEAR BEGINS	DUE DATES	LIEN DATES
City Assessed Valuation of \$40,000 or less*	July 1	July 1, October 1, January 1 & April 1	July 1, October 1, January 1 & April 1
Assessed Valuation of over \$40,000	July	**July 1 & January 1	**July 1 & January 1
Annual Water (non-metered) Annual Sewer	June 30	June 30	June 30
<p>*Includes real property held in cooperative form where the assessed valuation for such property divided by the number of dwelling units equals \$40,000 or less</p> <p>**Taxes are liens and are due and payable in semi-annual installments on July 1 and January 1. NOTE: Local Law requires owners of real estate assessed at more than \$40,000 to pay real estate taxes in semi-annual installments while continuing quarterly payments for properties assessed at \$40,000 or less.</p>			
CITY TAX	<p>The grace period on taxes is through the 15th day of the month beginning with the due date. Interest from the due date is added at the rate of 9% per annum provided the property is improved and the annual tax is \$2750 or less. If the property is improved and the annual tax is more than \$2,750.00 or if the property is vacant or unimproved land, interest is calculated at 18% per annum.</p> <p>NOTE: If any taxes are paid by a lending institution, the interest is calculated at 18% from the due date.</p>		
WATER METER CHARGES AND SEWER CHARGES	<p>Water and sewer charges are now administered by the New York City Department of Environmental Protection (Bureau of Water and Energy Conservation) located at 59-17 Junction Blvd., Corona, New York. Telephone #718-595-4600. They have developed a new computer system (the Customer Information System, or CIS) for processing and issuing water and sewer charges. The charges generated through this new system will not be posted in the New York city Department of Finance's computer systems, where water and sewer charges have been posted in the past.</p> <p>Any search for unpaid water and sewer charges must include both the Department of Finance (for charges established before CIS was implemented and the Department of Environmental Protection (Bureau of Water and Energy Conservation).</p> <p>The charges are based on water meter readings. Sewer charges are calculated on the quantity of industrial wastes discharged into the sewer and becomes liens on the date of entry. If not paid within thirty days following the date of entry, interest at the rate of 18% per annum, from the date of entry is added to date paid.</p> <p>NOTE: To obtain a special meter reading, the home-owner should contact the New York City Department of Environmental protection (Bureau of Water and Energy Conservation) at the above address for an appointment on payment of a fee of \$55.00. If for any reason the homeowner fails to keep the appointment, the fee paid is non-refundable. The homeowner will then have to make another appointment of payment of the required fee of \$55.00</p>		

<p>WATER AND SEWER CHARGES (FRONTAGE)</p>	<p>If annual charges are not paid by the last day of the month following the month of entry, interest at 18% per annum from the due date is added to date paid.</p>	
<p>WATER METER CHARGES AND SEWER CHARGES (FOR QUEENS COUNTY ONLY)</p>	<p>In certain areas of Queens County, metered water charges are paid to the Jamaica Water Company (a Private Co). The meter is read approximately every 90 days and a bill mailed 7 days later.</p> <p>To obtain a special meter reading, the homeowner should contact the Jamaica Water Company (Telephone # 718-298-8100) to set up an appointment at no charge to the customer.</p> <p>New York City Dept. of Environmental Protection bills all Queens residents for sewer charges (except areas where a cesspool is located). Sewer charges are based upon a percentage of water consumption. Jamaica Water Company supplies its Queens customers records to the City once a year so that they may bill for sewer charges. Jamaica Water Co. is not responsible for calculating any sewer charges. Any questions regarding sewer bills, contact the Bureau of Water and Energy Conservation at (718) 295-4600.</p> <p>NOTE: The New York City Bureau of Water and Energy Conservation now has access to Jamaica Water Company computer system and therefore can readily obtain information from them.</p>	
<p>ASSESSMENTS</p>	<p>LIEN DATE When entered</p>	<p>DUE DATE When entered</p>
	<p>LAST DAY TO PAY WITHOUT PENALTY Within 90 days of entry (within 30 days on assessments for emergency repairs or services and Department of Heal Pest Control charges).</p> <p>INTEREST PENALTY FOR LATE PAYMENT Assessments accrue penalty at the same rate as a City Tax upon the premises to which they relate (except assessments based upon emergency repairs made or services performed pursuant to Department of Housing Preservation and Development authorization which accrue penalty at the rate of 10% per annum).</p>	
<p>BOILER AND ELEVATOR</p>	<p>LIEN DATE When entered</p>	<p>DUE DATE When entered</p>
	<p>LAST DAY TO PAY WITHOUT PENALTY Within 30 days of entry.</p> <p>INTEREST PENALTY FOR LATE PAYMENT Interest on all Boiler and Elevator charges. 18% per annum.</p>	
<p>VAULT</p>	<p>LIEN DATE June 1</p>	<p>DUE DATE June 1</p>
	<p>LAST DAY TO PAY WITHOUT PENALTY Within 30 days of entry.</p> <p>INTEREST PANALTY FOR LATE PAYMENT Interest rates on all Vault charges March 1, 1989 to date. 8.0% per annum.</p>	

NOTES

1. Your canceled check is your receipt. Receipted wills will not be returned unless written request accompanies payment.
2. General information call: Taxpayer Assistance (718) 935-9500
3. Interest computation: (For Real Estate Taxes call N.Y.C. Department of Finance (718) 935-6000.) Due to possible fluctuation in the interest rate and the complexity of interest calculations, it is recommended that an official bill be obtained from the appropriate Borough Office of the Department of Finance, requesting an interest calculation to the contemplated date of payment. (For water and sewer charges, call the Department of Environmental Protection (718) 595-7000.)
4. Information regarding In Rem: Call (718) 935-6535, 6533, 6534.
5. Information regarding refunds: Call (718) 935-9500.
6. Certain assessments may be paid in installments by arrangement. Delinquent taxes and other charges may also be paid in installments by arrangement. Contact the local office of the Department of Finance to determine whether such an arrangement can be made.
7. Checks should be made payable to New York City Department of Finance.
8. Effective July 1, 1990, interest due on late payments is calculated using dialing compounding rather than simple interest. The interest rate is fixed annually by the City Council.
9. To obtain a receipt upon payment, you must pay by cash or certified check.

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK


This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.


A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

PLEASE BE ADVISED THAT WE ONLY PROVIDE WIRE INSTRUCTIONS THROUGH VERBAL VERIFICATION. If funds are to be wired in conjunction with this transaction, call us at 212-880-1200 to obtain our wire information. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at 212-880-1200.


In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the courses of a transaction.



DO NOT FORWARD wire instructions to other parties without first verbally verifying the instructions from the sending party.



ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. **DO NOT RELY** on other parties calling you.

Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: <http://www.fbi.gov> Internet Crime Complaint Center: <http://www.ic3.gov>

ACKNOWLEDGEMENT OF RECEIPT

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer 1

Buyer 2

Signature

Signature

Printed Name

Printed name

Address

Address

Date

Phone Number

Date

Phone Number

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure ;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

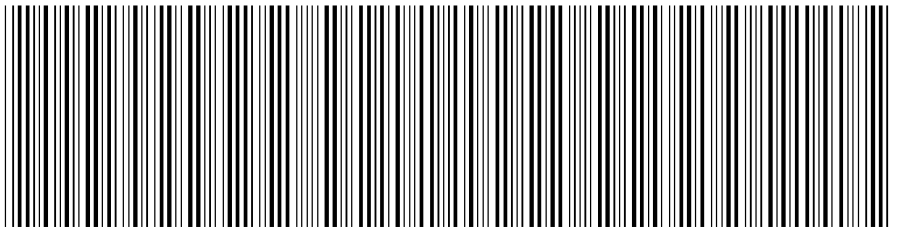
Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2017071300569003001EF465

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2017071300569003

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: DEED

Document Page Count: 4

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

ABIGAIL PATTERSON ESQ.
242 WEST 36TH STREET, THIRD FLOOR
NEW YORK, NY 10018

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	13	Entire Lot	702 GRAND CONCOURSE
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

702 CONCOURSE LLC
1767 CENTRAL PARK AVENUE, SUITE 362
YONKERS, NY 10710

GRANTEE/BUYER:

HP CONCOURSE VILLAGE WEST H.D.F.C., INC.
242 WEST 36TH STREET, 3RD FLOOR
NEW YORK, NY 10018

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 57.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

Ref.No. 2017000256222 PREPAID \$ 0.00

NYS Real Estate Transfer Tax:

Ref.No. 2017000256222 PREPAID \$ 13,180.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

City Register File No.(CRFN):

2017000269633



Annette McHill

City Register Official Signature

**BARGAIN AND SALE DEED
WITHOUT COVENANTS AGAINST GRANTOR'S ACTS**

THIS INDENTURE, dated as of June 22, 2017, among 702 Concourse LLC, a New York limited liability company, having an address at 1767 Central Park Ave., Suite 362, Yonkers, New York 10710 ("Grantor"), and HP Concourse Village West Housing Development Fund Company, Inc., a New York not-for-profit corporation, having an address at 242 West 36th Street, 3rd Floor, New York, New York 10018 ("Grantee").

WITNESSETH, that Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant and release unto Grantee, and the heirs or successors and assignees of Grantee, all that certain plot, piece or parcel of land, with the buildings and improvements located thereon erected, situate, lying and being in the City of Bronx, County of Bronx and State of New York, as more particularly bounded and described in Exhibit A attached hereto and made a part hereof (the "Land");

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

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

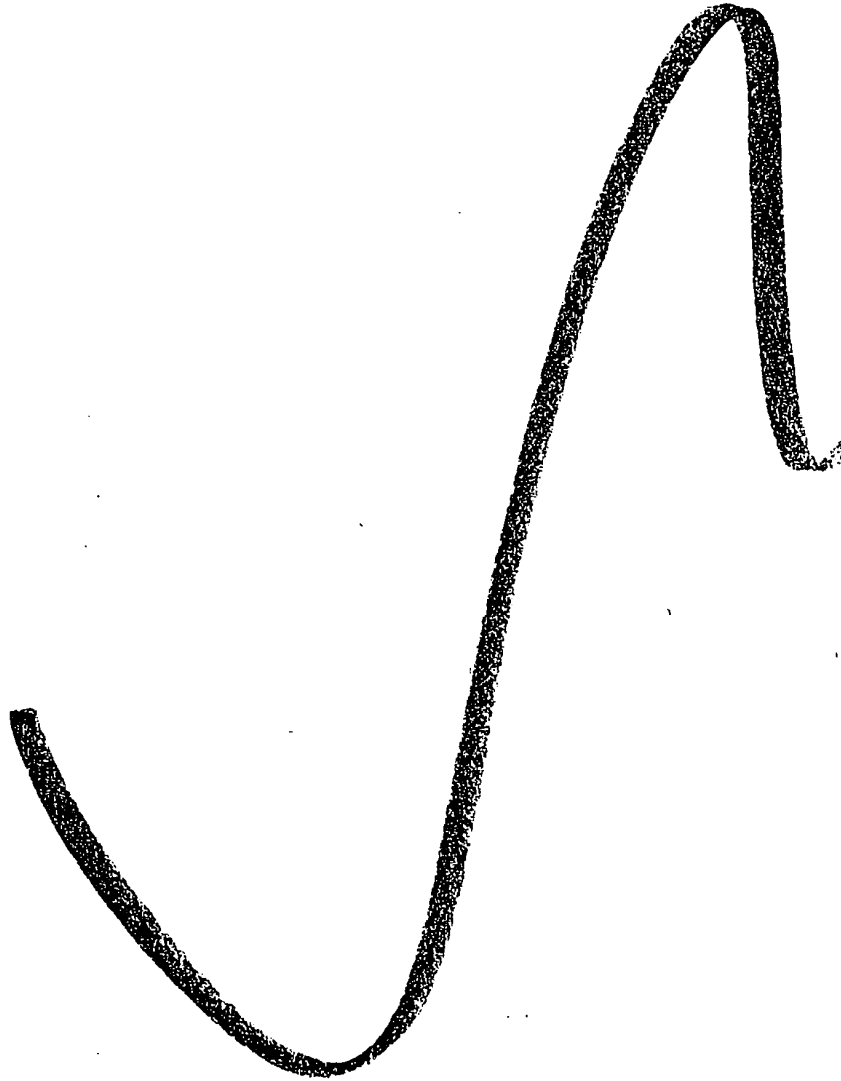
TO HAVE AND TO HOLD the premises herein granted unto Grantee, and the heirs, successors and assigns of Grantee, forever.

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

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Exhibit A

Legal Description for 702 Grand Concourse, Bronx, New York





Chicago Title Insurance Company

Title Number: CT17-00030-BX

SCHEDULE A DESCRIPTION

PARCEL I: (TAX LOT 13)

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

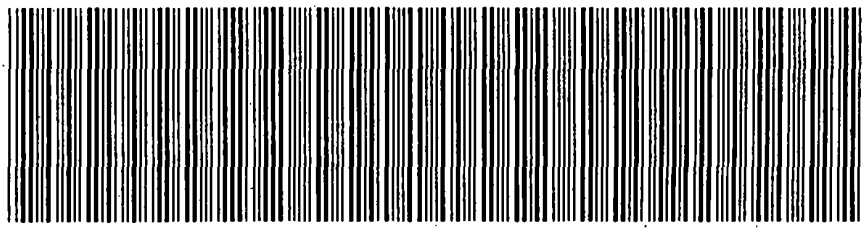
THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2017071300569003
Document Type: DEED

Document Date: 06-28-2017

Preparation Date: 07-13-2017

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

3

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded **CITY RECORDS**
 C3. Book OR C4. Page **JUL 14 2017**
 C5. CRFN



REAL PROPERTY TRANSFER REPORT
 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 702 | GRAND CONCOURSE | BRONX | 10451
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name HP CONCOURSE VILLAGE WEST HOUSING DEV. FUND CO. INC
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
LAST NAME / COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

6. Ownership Type is Condominium

7. New Construction on Vacant Land

8. Seller Name 702 CONCOURSE LLC
LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:
 A One Family Residential C Residential Vacant Land E Commercial G Entertainment / Amusement I Industrial
 B 2 or 3 Family Residential D Non-Residential Vacant Land F Apartment H Community Service J Public Service

SALE INFORMATION

10. Sale Contract Date 6 / 28 / 2017
Month Day Year

11. Date of Sale / Transfer 6 / 28 / 2017
Month Day Year

12. Full Sale Price \$ 3 2 9 5 0 0 0
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:
 A Sale Between Relatives or Former Relatives
 B Sale Between Related Companies or Partners in Business
 C One of the Buyers is also a Seller
 D Buyer or Seller is Government Agency or Lending Institution
 E Deed Type not Warranty or Bargain and Sale (Specify Below)
 F Sale of Fractional or Less than Fee Interest (Specify Below)
 G Significant Change in Property Between Taxable Status and Sale Dates
 H Sale of Business is Included in Sale Price
 I Other Unusual Factors Affecting Sale Price (Specify Below)
 J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class G 1

16. Total Assessed Value (of all parcels in transfer) 1 7 4 1 5 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional Identifier(s))
 BRONX 2458 13

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY		
BUYER SIGNATURE		DATE	LAST NAME		FIRST NAME
242 WEST 36TH STREET, THIRD FLOOR					
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER	
NEW YORK				SELLER	
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE		DATE
	NY	10018	<i>Abbas Yashouan</i>		

Abbas Yashouan
Mentor

**HP CONCOURSE VILLAGE WEST
HOUSING DEVELOPMENT FUND
COMPANY, INC.,**
a New York not-for-profit corporation

**TAX IDENTIFICATION
NUMBER:**

81-5198153

By: Adem Gold
Name: Adam Gold
Title: Treasurer

Sworn to and subscribed to before me on
this 23rd day of June, 2017

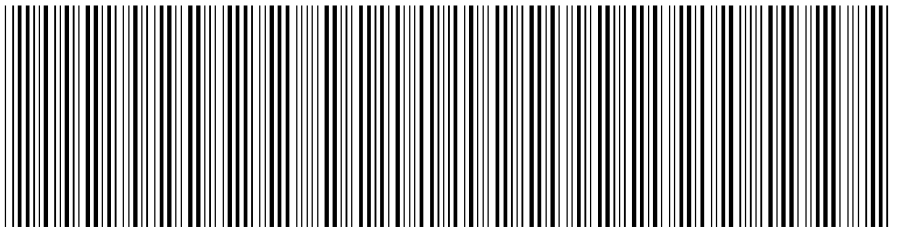
Fatmata K. Jalloh
Notary Public

SEAL

FATMATA K. JALLOH
Notary Public, State of New York
Registration #01JA6332614
Qualified in Westchester County
Commission Expires Nov. 2, 2019

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2017071300569001001E341C

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2017071300569001

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: DEED

Document Page Count: 4

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

ABIGAIL PATTERSON ESQ.
242 WEST 36TH STREET, THIRD FLOOR
NEW YORK, NY 10018

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156TH STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

NORTH LEX REALTY CORP.
1767 CENTRAL PARK AVENUE, SUITE 362
YONKERS, NY 10710

GRANTEE/BUYER:

HP CONCOURSE VILLAGE WEST H.D.F.C., INC.
242 WEST 36TH STREET, 3RD FLOOR
NEW YORK, NY 10018

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 57.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

Ref.No. 2017000256220 PREPAID \$ 3,820.36

NYS Real Estate Transfer Tax:

Ref.No. 2017000256220 PREPAID \$ 10,720.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

City Register File No.(CRFN):

2017000269631



Annette McMill

City Register Official Signature

**BARGAIN AND SALE DEED
WITHOUT COVENANTS AGAINST GRANTOR'S ACTS**

THIS INDENTURE, dated as of June 2nd 2017, among North Lex Realty Corp., a New York corporation, having an address at 1767 Central Park Ave., Suite 362, Yonkers, New York 10710 ("**Grantor**"), and HP Concourse Village West Housing Development Fund Company, Inc., a New York not-for-profit corporation, having an address at 242 West 36th Street, 3rd Floor, New York, New York 10018 ("**Grantee**").

WITNESSETH, that Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant and release unto Grantee, and the heirs or successors and assignees of Grantee, all that certain plot, piece or parcel of land, with the buildings and improvements located thereon erected, situate, lying and being in the City of Bronx, County of Bronx and State of New York, as more particularly bounded and described in Exhibit A attached hereto and made a part hereof (the "**Land**");

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

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

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

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

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Exhibit A

Legal Description for 180 East 156th Street, Bronx, New York





Chicago Title Insurance Company

Title Number: CT17-00030-BX

SCHEDULE A DESCRIPTION (Continued)

PARCEL II: (TAX LOT 35)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

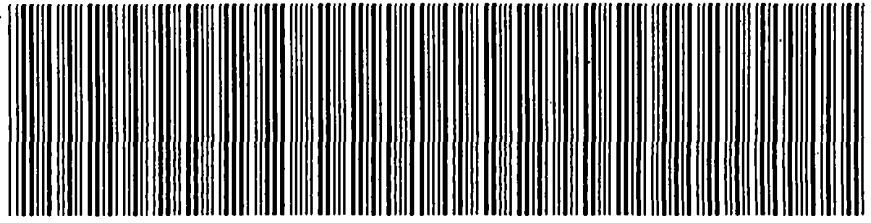
RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



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SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2017071300569001
Document Type: DEED

Document Date: 06-28-2017

Preparation Date: 07-13-2017

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

3

CITY REGISTER

JUL 14 2017

FOR CITY USE ONLY

C1. County Code _____ C2. Date Deed Recorded 6 / 28 / 2017
 Month Day Year

C3. Book OR _____ C4. Page _____

C5. CRFN _____



REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 180 | EAST 156 STREET | BRONX | 10451
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name HP CONCOURSE VILLAGE WEST HOUSING DEV. FUND CO. INC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
 Address _____
 LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel

5. Deed Property Size X OR ACRES
 FRONT FEET DEPTH ACRES

8. Seller Name NORTH LEX REALTY CORP.
 LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:
 A One Family Residential C Residential Vacant Land E Commercial G Entertainment / Amusement I Industrial
 B 2 or 3 Family Residential D Non-Residential Vacant Land F Apartment H Community Service J Public Service

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 Check the boxes below as they apply:
 6. Ownership Type is Condominium
 7. New Construction on Vacant Land

SALE INFORMATION

10. Sale Contract Date 6 / 28 / 2017
 Month Day Year

11. Date of Sale / Transfer 6 / 28 / 2017
 Month Day Year

12. Full Sale Price \$ 26,800,000
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale _____

14. Check one or more of these conditions as applicable to transfer:

A Sale Between Relatives or Former Relatives
 B Sale Between Related Companies or Partners in Business
 C One of the Buyers is also a Seller
 D Buyer or Seller is Government Agency or Lending Institution
 E Deed Type not Warranty or Bargain and Sale (Specify Below)
 F Sale of Fractional or Less than Fee Interest (Specify Below)
 G Significant Change in Property Between Taxable Status and Sale Dates
 H Sale of Business is Included in Sale Price
 I Other Unusual Factors Affecting Sale Price (Specify Below)
 J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class K, 4 16. Total Assessed Value (of all parcels in transfer) 25,740,000

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))
BRONX 2458 35

**HP CONCOURSE VILLAGE WEST
HOUSING DEVELOPMENT FUND
COMPANY, INC.,**
a New York not-for-profit corporation

**TAX IDENTIFICATION
NUMBER:**

81-5198153

By: Adam Gold
Name: Adam Gold
Title: Treasurer

Sworn to and subscribed to before me on
this 23rd day of June, 2017

Fatmata K. Jalloh
Notary Public

SEAL

FATMATA K. JALLOH
Notary Public, State of New York
Registration #01JA6332614
Qualified in Westchester County
Commission Expires Nov. 2, 2019

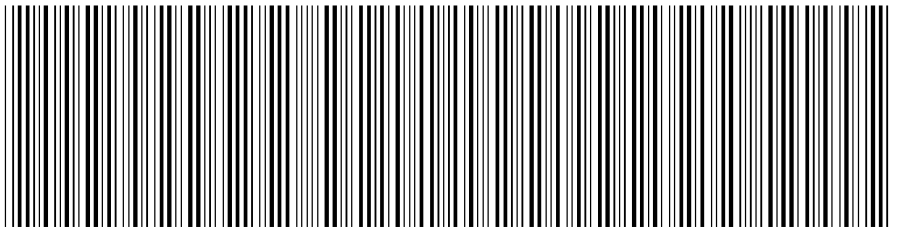
CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER				BUYER'S ATTORNEY	
BUYER SIGNATURE		DATE		LAST NAME	FIRST NAME
242 WEST 36TH STREET, THIRD FLOOR					
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER	
NEW YORK					
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE		DATE
	NY	10018	<i>Abbas Yaghoubi</i> SELLER		6-23-2012
			<i>Abbas Yaghoubi</i> President		

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2017071300569002001E3458

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2017071300569002

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: DEED

Document Page Count: 4

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

ABIGAIL PATTERSON ESQ.
242 WEST 36TH STREET, THIRD FLOOR
NEW YORK, NY 10018

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	49	Entire Lot	741 CONCOURSE VILLAGE WEST
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

741 CONCOURSE LLC
1767 CENTRAL PARK AVENUE, SUITE 362
YONKERS, NY 10710

GRANTEE/BUYER:

HP CONCOURSE VILLAGE WEST H.D.F.C., INC.
242 WEST 36TH STREET, 3RD FLOOR
NEW YORK, NY 10018

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 57.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

Ref.No. 2017000256221 PREPAID \$ 7,047.55

NYS Real Estate Transfer Tax:

Ref.No. 2017000256221 PREPAID \$ 14,100.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

City Register File No.(CRFN):

2017000269632



Annette McMill

City Register Official Signature

**BARGAIN AND SALE DEED
WITHOUT COVENANTS AGAINST GRANTOR'S ACTS**

THIS INDENTURE, dated as of June 29, 2017, among 741 Concourse LLC, a New York limited liability company, having an address at 1767 Central Park Ave., Suite 362, Yonkers, New York 10710 ("**Grantor**"), and HP Concourse Village West Housing Development Fund Company, Inc., a New York not-for-profit corporation, having an address at 242 West 36th Street, 3rd Floor, New York, New York 10018 ("**Grantee**").

WITNESSETH, that Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant and release unto Grantee, and the heirs or successors and assignees of Grantee, all that certain plot, piece or parcel of land, with the buildings and improvements located thereon erected, situate, lying and being in the City of Bronx, County of Bronx and State of New York, as more particularly bounded and described in Exhibit A attached hereto and made a part hereof (the "**Land**");

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

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

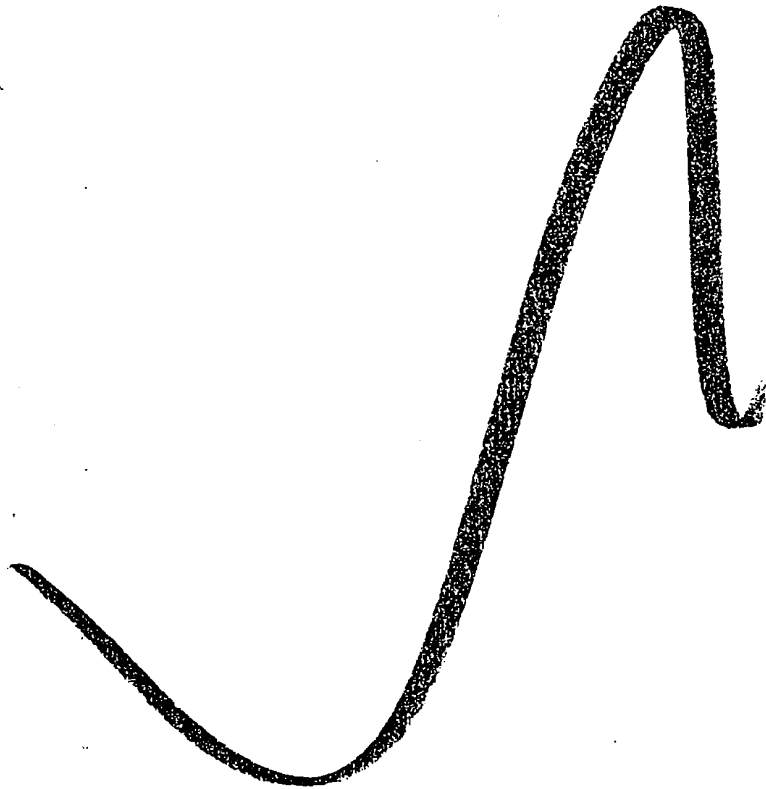
TO HAVE AND TO HOLD the premises herein granted unto Grantee, and the heirs, successors and assigns of Grantee, forever.

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

[Remainder of the page is intentionally left blank]

Exhibit A

Legal Description for 741 Concourse Village West, Bronx, New York





Chicago Title Insurance Company

Title Number: CT17-00030-BX

SCHEDULE A DESCRIPTION (Continued)

PARCEL III: (TAX LOT 49)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

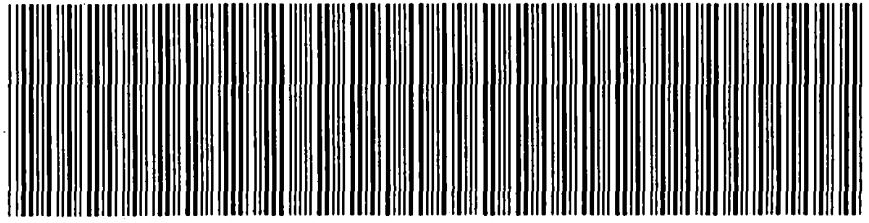
THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2017071300569002001SFAD9

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2017071300569002
Document Type: DEED

Document Date: 06-28-2017

Preparation Date: 07-13-2017

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

3

FOR CITY USE ONLY

C1. County Code _____ C2. Date Deed Recorded **CITY REGISTER**
 Month Day Year
 C3. Book _____ C4. Page **JUL 14 2017**
 OR
 C5. CRFN _____



REAL PROPERTY TRANSFER REPORT
 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES
RP - 5217NYC

PROPERTY INFORMATION

1. Property Location 741 | CONCOURSE VILLAGE W | BRONX | 10451
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name HP CONCOURSE VILLAGE WEST HOUSING DEV. FUND CO. INC
LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)
LAST NAME / COMPANY FIRST NAME

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel

5. Deed Property Size X OR ACRES
FRONT FEET DEPTH ACRES

8. Seller Name 741 CONCOURSE LLC
LAST NAME / COMPANY FIRST NAME

9. Check the box below which most accurately describes the use of the property at the time of sale:
 A One Family Residential C Residential Vacant Land E Commercial G Entertainment / Amusement I Industrial
 B 2 or 3 Family Residential D Non-Residential Vacant Land F Apartment H Community Service J Public Service

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 Check the boxes below as they apply:
 6. Ownership Type is Condominium
 7. New Construction on Vacant Land

SALE INFORMATION

10. Sale Contract Date 6 / 28 / 2017
Month Day Year

11. Date of Sale / Transfer 6 / 28 / 2017
Month Day Year

12. Full Sale Price \$ 3 5 2 5 0 0 0
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:
 A Sale Between Relatives or Former Relatives
 B Sale Between Related Companies or Partners in Business
 C One of the Buyers is also a Seller
 D Buyer or Seller is Government Agency or Lending Institution
 E Deed Type not Warranty or Bargain and Sale (Specify Below)
 F Sale of Fractional or Less than Fee Interest (Specify Below)
 G Significant Change in Property Between Taxable Status and Sale Dates
 H Sale of Business is Included in Sale Price
 I Other Unusual Factors Affecting Sale Price (Specify Below)
 J None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class G 7 16. Total Assessed Value (of all parcels in transfer) 1 5 1 2 0 0

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional Identifier(s))
BRONX 2458 49

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER'S ATTORNEY

BUYER SIGNATURE 242 WEST 36TH STREET, THIRD FLOOR		DATE 6-16-2012	LAST NAME	FIRST NAME
STREET NUMBER	STREET NAME (AFTER SALE)	AREA CODE	TELEPHONE NUMBER	
NEW YORK			SELLER	
CITY OR TOWN	STATE NY	ZIP CODE 10018	SELLER SIGNATURE <i>Alexander Yagorov</i> Mander	DATE 6-16-2012

**HP CONCOURSE VILLAGE WEST
HOUSING DEVELOPMENT FUND
COMPANY, INC.,**
a New York not-for-profit corporation

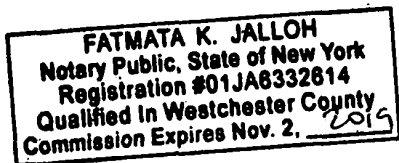
**TAX IDENTIFICATION
NUMBER:**

81-5198153

By: Adam Gold
Name: Adam Gold
Title: Treasurer

Sworn to and subscribed to before me on
this 23rd day of June, 2017

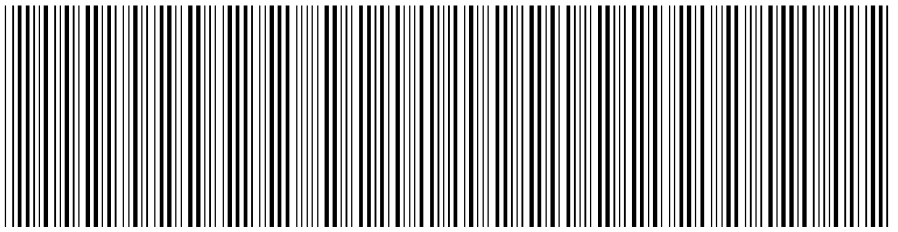
Fatmata K. Jalloh
Notary Public



SEAL

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2017071300569005001EF4ED

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 15

Document ID: 2017071300569005

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: AGREEMENT

Document Page Count: 13

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	13	Entire Lot	702 GRAND CONCOURSE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156TH STREET

Property Type: COMMERCIAL REAL ESTATE

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

HP CONCOURSE VILLAGE WEST H.D.F.C., INC.
242 WEST 36TH STREET, 3RD FLOOR
NEW YORK, NY 10018

PARTY 2:

CONCOURSE VILLAGE WEST OWNER LLC
40 FULTON STREET, 12TH FLOOR
NEW YORK, NY 10038

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 108.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

City Register File No.(CRFN):

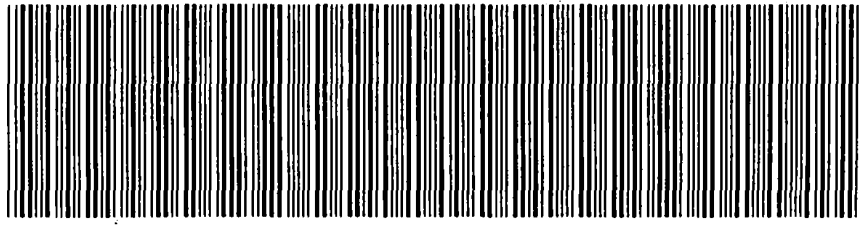
2017000269635



Annette McMill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2017071300569005001CF66D

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 15

Document ID: 2017071300569005
Document Type: AGREEMENT

Document Date: 06-28-2017

Preparation Date: 07-13-2017

PROPERTY DATA

Borough	Block Lot	Unit	Address
BRONX	2458 49 Entire Lot		741 CONCOURSE VILLAGE WEST

Property Type: COMMERCIAL REAL ESTATE

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS AGREEMENT is made this 28th day of June, 2017, by and between HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC., 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 Housing Partnership Development Corporation, 242 West 36th Street, 3rd Floor, New York, New York 10018, (the "HDFC") and CONCOURSE VILLAGE WEST OWNER LLC, a New York limited liability company having its office at 40 Fulton Street, 12th Floor, New York, New York 10038 ("Developer").

WITNESSETH:

WHEREAS, a fee interest in the premises described in Schedule "A" annexed hereto and made a part hereof (the "Property") is being acquired this day by the HDFC, solely as nominee legal or record title holder on behalf of Developer, as beneficial owner of the Property, for the development thereon of three mixed-use buildings with approximately two hundred and sixty five (265) residential rental units including two (2) superintendent's unit, approximately 5,595 square feet of retail space, approximately 21,800 square feet of parking space and approximately 7.285 square feet of community facility space (collectively, the "Project"); and

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

WHEREAS, Developer and the HDFC desire that the HDFC hold legal or record title to the Property solely as nominee on behalf of Developer, with Developer 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 acquire and hold legal or record title to the Property on behalf of and as nominee of Developer, and Developer shall possess the entire equitable and beneficial ownership interest to 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:

1. The HDFC's acquisition and holding of legal or record fee title of the Property were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of Developer. Although the HDFC will hold legal or record title to the Property such title shall only be as nominee legal or record titleholder on behalf of Developer. As a result, the parties hereby acknowledge and agree that Developer 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 Developer, 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 risk of loss if the Project is destroyed or damaged;

(b) unconditional 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 members of Developer and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC. NYC Partnership Housing Development Fund Company, Inc. ("NYCP"), and Housing Partnership Development Corporation ("HPDC") 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 receive rental and any other income or profits from the operation of the Property and the Project;

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

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

(j) 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;

(k) unconditional right to develop residential and non-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");

(l) unconditional and exclusive right to enter into, and/or to have the HDFC's full cooperation in entering into, easement agreements and to grant any and all easements in connection with the development and operation of the Property and the Project, provided that such easements do not violate the Project Documents; and

(m) unconditional obligation to bear the economic risk of loss under the Loans and responsibility for any obligation for the repayment of principal and interest imposed on the Developer or the HDFC under any of the documents in connection with the Loans.

2. The HDFC hereby agrees at the direction of Developer to execute any and all documents necessary to grant to the financial institution or institutions making Loans to Developer a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents required to be executed by the HDFC in connection with the financing and 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, provided further that the HDFC shall not be obligated to execute any such documents that would violate the provisions of Article XI and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC in its capacity as the legal or record title owner of the Property. The HDFC hereby constitutes and appoints the Developer to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute any documents or instruments deemed to be required to be executed by the Developer, in connection with all aspects of the conversion of financing for the Project from construction to permanent, on the following conditions: (i) Developer shall advise the HDFC of the need to execute conversion documents on not less than ten (10) business days' notice; (ii) should the HDFC fail to comply with Developer's request based upon a failure to respond Developer shall then have the right to execute all such documents in the name and on behalf of the HDFC as if the HDFC were the party executing the same, provided that the execution and delivery of such documents complies with the Project Documents, the Not-for-Profit Corporation Law of the State of New York, and the HDFC's Certificate of Incorporation and by-laws.

3. A. Developer shall fully protect, defend, indemnify, and hold the HDFC, HPDC, and each of their members, directors, and officers, 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 Developer or with third parties arising out of or in any way relating to (a) acquisition and ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project and/or the Project Documents, (c) the use or occupancy of the Project or (d) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising from the willful misconduct or negligence of the HDFC (collectively, "Claims"). The foregoing indemnification shall include, but shall not be limited to Developer's primary obligation to defend 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; (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 Developer 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; and/or (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause.

B. Developer shall, to the fullest extent permitted by law, protect, defend, indemnify and save HDFC, HPDC, and each of their members, directors, and officers, harmless from all liabilities, obligations, judgments, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses, whether incurred in litigation with Developer or with any third party), imposed upon or incurred by or asserted against HDFC by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials on, from or affecting the Property, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials or (iv) any violation of laws, orders, rules or regulations, requirements or demands of governmental authorities, or any policies or requirements of the HDFC that are based upon or in any way related to such Hazardous Materials including, without limitation, reasonable attorney or consultant fees, investigation and laboratory fees, court costs and litigation expenses. Developer's obligations and liabilities under this section shall survive (x) completion of the Project and (y) any foreclosure involving the Property, or any part thereof, or HDFC's delivery of a deed in lieu of foreclosure. Hazardous Materials means, including by example but without limitation, any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (or related or similar materials), asbestos or any material containing asbestos, lead paint or any other hazardous substance or material as defined by any Federal, state or local environmental law, ordinance, rule or regulation, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.) and the rules and regulations promulgated pursuant thereto.

C. In the event that any action or proceeding is brought against the HDFC, HPDC or each of their members, directors, and officers with respect to which indemnity may be sought under this Section, the Developer shall assume the investigation and defense of such action or proceeding, including the employment of counsel selected by the HDFC, in its reasonable discretion, and shall assume the payment of all reasonable expenses related thereto. The HDFC shall have the right, if it shall conclude in good faith that a conflict of interest exists, to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Developer shall pay all reasonable fees and actual out of pocket expenses of such separate counsel.

This Section 3 shall survive the termination of this Agreement.

4. The HDFC agrees that all proceeds of any insurance policies and condemnation proceeds received by it, which relate to its ownership of the Property shall be received in its capacity as nominee of Developer and shall be immediately deposited in Developer's name in Developer's accounts, including, but not limited to, liability, property, casualty and title insurance proceeds.

5. The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of Developer, to execute and deliver to Developer a deed in proper recordable form transferring and conveying to Developer all of the HDFC's right, title and interest in and to the Property. The HDFC hereby unconditionally and unequivocally constitutes and appoints Developer to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and record any such deed and any other documents or instruments required to convey the Property on behalf of the HDFC, in the name, place and stead of the HDFC with the same force and effect as if such deed was executed and recorded by the HDFC. delivered and recorded by the HDFC on the following conditions: (i) Developer shall advise the HDFC of the need to execute such documents on not less than ten (10) business days' notice; and (ii) should the HDFC fail to comply with Developer's request based upon a failure to respond to Developer within such ten (10) business days' notice of such request, Developer shall then have the right to execute all such documents in the name and on behalf of the HDFC as if the HDFC were the party executing the same. The parties agree that the HDFC's failure to comply with the provisions of this Paragraph 5 shall cause irreparable harm to Developer for which no adequate remedy at law will be available and, in addition to any other available remedies, Developer shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Paragraph 5. Notwithstanding anything to the contrary herein, the HDFC shall be under no obligation to execute and/or deliver any deeds or other documents which violate the Project Documents, the Not-for-Profit Corporation Law of the State of New York, and/or the HDFC's Certificate of Incorporation and by-laws.

6. Developer acknowledges and agrees that the HDFC's Certificate of Incorporation (the "HDFC COI") prohibits the HDFC from causing or permitting any vacant dwelling unit in the Project, with the exception of one superintendent's unit, to be rented to, subleased to, or occupied by, anyone other than a Person of Low Income. "Person Of Low Income" shall mean a household which, on the date of its initial occupancy, has an Annual Income that does not exceed the lesser of 165% of AMI or such lower income as may be required at any time pursuant to an agreement with the City of New York, by and through its Department of Housing Preservation and Development ("HPD") or with any other governmental agency or instrumentality. Developer expressly represents, warrants, and covenants that it shall not cause or permit any leasing, subleasing, or occupation of any dwelling unit in the Project which violates the provisions of the HDFC COI cited in this Section 6. Developer shall fully protect, defend, indemnify, and hold the HDFC, HPDC, and each of their members, directors, and officers 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 Developer or with third parties arising out of or in any way relating to any failure of the Developer to comply with this Section 6. If the HDFC determines that the use of the Property does not comply with the HDFC COI, the HDFC shall have the right to convey the Property to the Developer or the Developer's designee for nominal

consideration at the Developer's expense in the same state of title as exists as of the date hereof and return all reports, information and documents, relating to the Property and Project to the Developer and this Agreement shall be terminated and of no further force and effect.

7. Developer 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, Developer shall have complete and exclusive possession and control of the Property and the HDFC shall not have any right to possess or control the Property;

(b) Developer 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 Developer and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans;

(d) Except as expressly provided in Paragraph 2 and Paragraph 6 hereof, 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 Developer;

(e) 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, 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 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 Developer;

(f) The HDFC shall, at Developer's request and at Developer'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, provided that the HDFC be entitled to separate counsel of its choice, whose expenses, costs and reasonable legal fees, including appeals shall be paid by the Developer, and the Developer shall indemnify the HDFC against any and all claims arising from any such legal actions or proceedings; and

(g) The HDFC shall not commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; shall not consent to the entry of an order for relief in an involuntary case under any such law or to the appointment of or

taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the HDFC of any substantial part of its property; shall not make any general assignment for the benefit of creditors; shall not fail generally to pay its debts as such debts become due; and shall not take any action in furtherance of any of the foregoing.

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. Any assignment without such express written consent shall be void.

(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.

A copy of any notice to the Developer should be sent to:

Wells Fargo Affordable Housing Community Development Corporation
MAC D1053-170
301 South College Street
Charlotte, NC 28288
Attention: Director of Tax Credit Asset Management

with a copy to:

Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Philip Spahn

(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) Any third party may rely on this Agreement with respect to the rights and obligations of Developer 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 herein, the HDFC shall have the right to enter the Property to cure the default as agent for and on behalf of the Developer, provided that Developer is not diligently acting to cure such default. For purposes of this provision, "Government Financing Document" shall mean all City, State or Federal loan documents, including but not limited to mortgages, regulatory agreements and financing commitments.

(j) So long as the HDFC shall hold record title to the Property and the Project, any and all notices, statements and communications received by the HDFC, as holder of record title with respect to the Property and the Project, shall be promptly delivered to the Developer.

(k) This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY 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.

HP CONCOURSE VILLAGE WEST HOUSING
DEVELOPMENT FUND COMPANY, INC., a New York not-for-
profit corporation

By: Adam Gold
Name: Adam Gold / Adam Gold
Title: Treasurer / Treasurer

CONCOURSE VILLAGE WEST OWNER LLC, a New York
limited liability company

By: ~~CVW Realty MM LLC, its sole member~~

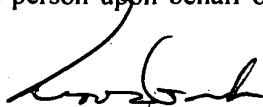
By: ~~CVW Developers LLC, its sole member~~

By: _____
Name: Guido Subotovsky
Title: Manager

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

Adam Gold

On the 23 day of June, 2017, before me, the undersigned, a Notary Public in and or said State, personally appeared Adam Gold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.



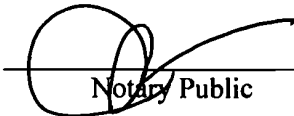
Notary Public

FRANIA B. GRIELEN
Notary Public, State of New York
Reg. No. 01GR4878542
Qualified in New York County
Commission Expires November 24, 20 18

SEAL

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

On the 14th day of June 2017, before me, the undersigned, a Notary Public in and or said State, personally appeared Guido Sabotinsky, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.



Notary Public

JOYCE J. CABA
Notary Public, State of New York
No. 01CA6281534
Qualified in Queens County
Commission Expires May 13, 20 21

SEAL

SCHEDULE A

PARCEL I: (TAX LOT 13)

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL II: (TAX LOT 35)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL III: (TAX LOT 49)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.

CITY REGISTER RECORDING AND ENDORSEMENT PAGE

COUNTY OF BRONX
THIS PAGE FORMS PART OF THE INSTRUMENT

TOTAL NUMBER OF PAGES IN DOCUMENT INCLUDING THIS PAGE 3

Block 2458 Lot 35 Partial Lots FIG

Premises 747 Concourse Village

Registrant Company Name FATLO

Title Company Number 231-B-08308

NAME Northlex Realty Corp

ADDRESS 35 Grassy Sprain Road

CITY Yonkers STATE NY ZIP 10710

PARTY 1 The City of New York, City Hall, NYC

PARTY 2 Northlex Realty Corp, 35 Grassy Sprain Rd, Yonkers, NY 10710

CHECK THIS BOX IF THERE ARE MORE THAN 2 OF EITHER PARTY

Examined by (s): A

Miso Tax Serial No. _____

Miso Amount \$ _____

Taxable Amount \$ _____

Exemption (s) YES NO

Type (Other) (300) (Other) _____

Dwelling Type: (1=2) (1) (4=0) (and) _____

TAX RECEIVED ON ABOVE MORTGAGE

County (base) _____

City (Add'l) _____

Spec Add'l _____

TASP _____

MTA _____

NYCTA _____

TOTAL TAX _____

Assessment Mortgage (s) YES NO

City Register Serial Number 036050

Indexed By (s) PK Verified By (s) [Signature]

Block(s) and Lot(s) verified by (s) _____

Address Tax Map

Extra Block(s) _____ Lot(s) _____

Recording Fee 2.00

Affidavit Fee (C) _____

RPTT Fee (R) _____

HPD-A HPD-C

New York State Real Estate Transfer Tax 0.500

Serial Number 002452

New York City Real Property Transfer Tax Serial Number 107781

DEED 0125 = 32.00

LQ/L CMR RECPT 2-1 88472 DATE TIME Dec 5 91 5:00 91:55

RECORDED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK



2000 ULC -5 A 9 52

[Handwritten Signature]

SCS/11/17/99/201

231-B-08308

Bl 2458

Lot 35

BRONX

THIS INDENTURE, made the 14th day of November Two Thousand between THE CITY OF NEW YORK, a municipal corporation, having its principal office at City Hall, Borough of Manhattan, City and State of New York the first party and NORTH LXX REALTY CORP, residing at 35 Grassy Sprain Road Yonkers, NY 10710 hereinafter designated as the second party.

WHEREAS, after the appraisal under the direction of the Mayor of the City of New York, and after a public hearing held on the 14th day of September, 1999, the Mayor by authorization dated the 28th day of September, 1999 (Calendar No 9), duly ordered and directed the sale at public auction of the premises therein and hereinafter described for the minimum or upset price of EIGHTY-TWO THOUSAND FIVE HUNDRED (\$82,500.00) DOLLARS and

WHEREAS, after advertisement in the manner provided by law, said Premises were duly sold by and under the direction of the Department of Citywide Administrative Services, Division of Real Property (now known as Division of Real Estate Services) at public auction at the time and place set forth in such advertisement for the sum of SIX HUNDRED THIRTY THOUSAND (\$630,000.00) DOLLARS that being the highest bid therefor at the said sale,

NOW, THEREFORE, WITNESSETH: That the first party, in consideration of the sum of SIX HUNDRED THIRTY THOUSAND (\$630,000.00) DOLLARS

lawful money of the United States, paid by the second party, does hereby grant and release unto the second party, the heirs or successors and assigns of the second party forever,

All that/those certain piece/s or parcel/s of land, together with any improvements thereon, situate, lying and being in the Borough of BRONX City and State of New York, designated on the Tax Map of the City of New York, for the Borough of BRONX, as said Tax Map was on April 28, 1982,

Block 2458, Lot 35

The party of the second part has herewith executed and delivered to the party of the first part, a purchase money mortgage in the sum of FOUR HUNDRED NINE THOUSAND FIVE HUNDRED (\$409,500.00) DOLLARS which is intended to be recorded simultaneously herewith.

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

Subject to: (1) Any state of facts an accurate survey would show; (2) The rights, if any, of tenants and persons in possession, if any; (3) All violations of any local, State or Federal Government having jurisdiction thereof existing at the time of closing; (4) Building restrictions and zoning regulations in force at the time of the delivery of the deed and covenants, restrictions of record, and easements affecting the subject property; (5) The trust fund provisions of section thirteen of the Lien Law; and (6) All provisions of the Standard Terms and Conditions of Sale in force and effect at the time of the Sale that are applicable.

In the event of the acquisition by the City of New York, by condemnation or otherwise, of any part or portion of the premises herein granted (except for the portion of the premises herein granted containing a building as of the date of this deed), lying within the bed of any street, avenue, parkway, expressway, park, public place or catch-basin, as said street, avenue, parkway, expressway, park, public place or catch-basin is shown on the present City Map, the second party, the heirs or successors and assigns of the second party, shall only be entitled to compensation for such acquisition by the City to the amount of One Dollar, and shall not be entitled to compensation for any buildings or structures erected thereon after November 17, 1999, within the lines of the street, avenue, parkway, expressway, park, public place or catch-basin so laid out and acquired. This covenant shall be binding upon and run with the land and shall endure until the second party, the heirs or successors and assigns of the second party, obtains a written release of this covenant executed by the Deputy Commissioner of Department of Citywide Administrative Services, Division of Real Estate Services or a person designated by the City's Mayor who may in his sole discretion execute such release if the City Map has already been changed so as to eliminate the lines of said street, avenue, parkway, expressway, park, public place or catch-basin from any part or portion of the premises. If the City Map has not been so changed, the said officer may execute such a release after authorization by the City's Mayor. The second party, the heirs or successors and assigns of the second party shall pay such consideration for the release as said officer shall deem appropriate.

REEL 1821 PG 1546

IN WITNESS WHEREOF, the party of the first part has caused these presents to be subscribed to by the Deputy Commissioner of the Department of Citywide Administrative Services, Division of Real Estate Services and by the City Clerk and its corporate seal to be hereunto affixed the day and year first above written.

THE CITY OF NEW YORK

Approved As To Form:

By Lori Fierstein
Deputy Commissioner
Department of Citywide Administrative Services
Division of Real Estate Services

By Carlos Cuevas
City Clerk

By Theodore K. Okun
Theodore K. Okun
Acting Corporation Counsel

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

On the 11th day of September, in the year 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared LORI FIERSTEIN, personally known to me or proved to me 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 /his 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.

Ryan Gonzalez
Notary Public
RYAN GONZALEZ
COMMISSIONER OF DEEDS
CITY OF NEW YORK NO. 15888
COMMISSION EXPIRES 7/1/02

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

On the 15th day of September, in the year 2000 before me, the undersigned, a Notary Public in and for said State, personally appeared CARLOS CUEVAS, 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/this 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.

Bleeh Plannelly
Notary Public
BLEEH PLANNELLY
Commissioner of Deeds
City of New York No. 48728
Certificate Expires 12/31/2002

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

On the _____ day of _____ in the year 20____ before me, the undersigned, a Notary Public in and for said State, personally appeared RAYMOND TEATUM, personally known to me or proved to me 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/this 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.

Notary Public

291B 08368
DEED

BLOCK(S): 2458
LOT: 38
COUNTY: THE BRONX

THE CITY OF NEW YORK
TO
NORTH LEX REALTY CORP

Record and return to:
North Lex Realty Corp.
36 Grassy Sprain Road
Yonkers, NY 10710

First American Title Ins. Co. of New York
100 East 100th Street
Riverside Plaza, New York, NY 10022
(212) 435-3333 (800) 435-3333

THIS INDENTURE, made the 26th day of April, nineteen hundred and ninety-nine between THE CITY OF NEW YORK, a municipal corporation, having its principal office at City Hall, Borough of Manhattan, City and State of New York the first party and CONCOURSE WEST, I.I.C., a limited liability company having its principal place of business at c/o Arnold J. Ross, Esq., 605 Third Avenue, New York, NY 10158 hereinafter designated as the second party.

WHEREAS, after the appraisal under the direction of the Mayor of the City of New York, and after a public hearing held on the 11th day of February, 1998, the Mayor by authorization dated the 2nd day of March, 1998 (Calendar No 15), duly ordered and directed the sale at public auction of the premises therein and hereinafter described for the minimum or upset price of SIXTY TWO THOUSAND FIVE HUNDRED (\$62,500.00) DOLLARS and

WHEREAS, after advertisement in the manner provided by law, said Premises were duly sold by and under the direction of the Department of Citywide Administrative Services, Division of Real Property (now known as Division of Real Estate Services) at public auction at the time and place set forth in such advertisement for the sum of TWO HUNDRED TWENTY SEVEN THOUSAND (\$227,000.00) DOLLARS that being the highest bid therefor at the said sale,

NOW, THEREFORE, WITNESSETH: That the first party, in consideration of the sum of TWO HUNDRED TWENTY SEVEN THOUSAND (\$227,000.00) DOLLARS

lawful money of the United States, paid by the second party, does hereby grant and release unto the second party, the heirs or successors and assigns of the second party forever,

All that/those certain piece/s or parcel/s of land, together with any improvements thereon, situate, lying and being in the Borough of BRONX City and State of New York, designated on the Tax Map of the City of New York, for the Borough of BRONX, as said Tax Map was on April 28, 1982,

Block 2458, Lot/s 49

The party of the second part has herewith executed and delivered to the party of the first part, a purchase money mortgage in the sum of ONE HUNDRED FIFTEEN THOUSAND (\$115,000.00) DOLLARS which is intended to be recorded simultaneously herewith.

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

Subject to: (1) Any state of facts an accurate survey would show; (2) The rights, if any, of tenants and persons in possession, if any; (3) All violations of any local, State or Federal Government having jurisdiction thereof existing at the time of closing; (4) Building restrictions and zoning regulations in force at the time of the delivery of the deed and covenants, restrictions of record, and easements affecting the subject property; (5) The trust fund provisions of section thirteen of the Lien Law; and (6) All provisions of the Standard Terms and Conditions of Sale in force and effect at the time of the Sale that are applicable.

In the event of the acquisition by the City of New York, by condemnation or otherwise, of any part or portion of the premises herein granted (except for the portion of the premises herein granted containing a building as of the date of this deed), lying within the bed of any street, avenue, parkway, expressway, park, public place or catch-basin, as said street, avenue, parkway, expressway, park, public place or catch-basin is shown on the present City Map, the second party, the heirs or successors and assigns of the second party, shall only be entitled as compensation for such acquisition by the City to the amount of One Dollar, and shall not be entitled to compensation for any buildings or structures erected thereon after July 20, 1998, within the lines of the street, avenue, parkway, expressway, park, public place or catch-basin so laid out and acquired. This covenant shall be binding upon and run with the land and shall endure until the second party, the heirs or successors and assigns of the second party, obtains a written release of this covenant executed by the Deputy Commissioner of Department of Citywide Administrative Services, Division of Real Estate Services or a person designated by the City's Mayor who may in his sole discretion execute such release if the City Map has already been changed so as to eliminate the lines of said street, avenue, parkway, expressway, park, public place or catch-basin from any part or portion of the premises. If the City Map has not been so changed, the said officer may execute such a release after authorization by the City's Mayor. The second party, the heirs or successors and assigns of the second party shall pay such consideration for the release as said officer shall deem appropriate.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be subscribed to by the Deputy Commissioner of the Department of Citywide Administrative Services, Division of Real Estate Services and by the City Clerk and its corporate seal to be hereunto affixed the day and year first above written.

Approved As To Form:

Theodore K. Okun
Theodore K. Okun
Acting Corporation Counsel.

THE CITY OF NEW YORK

By: *Lori Fierstein*
Deputy Commissioner
Department of Citywide Administrative
Services, Division of Real Estate Services

By: *[Signature]*
City Clerk

REC 1679 PG 1366

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

On this *25th* day of *March* 19*99*, before me personally came LORI FIERSTEIN to me known and known to me to be the Deputy Commissioner of the Department of Citywide Administrative Services, Division of Real Estate Services of the City of New York and the same person who executed the foregoing Deed, and she acknowledged that she executed the foregoing Deed on behalf of the City of New York as said Deputy Commissioner of the Department of Citywide Administrative Services, Division of Real Estate Services pursuant to the authority vested in her by authorization of the Mayor, date and Calendar number, set forth in the within instrument.

[Signature]
JOAN GONZALEZ
COMMISSIONER OF DEEDS
CITY OF NEW YORK NO. 1-1999
COMMISSION EXPIRES *7/1/00*

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

On this *25* day of *March* 19*99*, before me personally came CARLOS CUEVAS, with whom I am acquainted and known to me to be the City Clerk of The City of New York, who being by me duly sworn, did depose and say that he is doing business at 1 Centre Street, New York, New York 10007; that he is the City Clerk of the City of New York, the municipal corporation described in and which executed the foregoing Deed; that he knows the seal of said corporation; that the seal affixed to said Deed is such seal; that it was so affixed as provided by law, and that he signed his name thereto as City Clerk by like authority.

[Signature]
ANN MARIE NEARY
Commissioner of Deeds
City of New York No. 1-1999
Commission Expires May 1, 1999

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

On this _____ day of _____, 19____, before me personally came RAYMOND TEATUM, with whom I am acquainted and known to me to be the First Deputy City Clerk of The City of New York, who being by me duly sworn, did depose and say that he is doing business at 1 Centre Street, New York, New York 10007; that he is the City Clerk of the City of New York, the municipal corporation described in and which executed the foregoing Deed; that he knows the seal of said corporation; that the seal affixed to said Deed is such seal; that it was so affixed as provided by law, and that he signed his name thereto as City Clerk by like authority.

DEED

BLOCK(S) 2458
LOT(S): 49
COUNTY: BRONX

THE CITY OF NEW YORK

TO
CONCOURSE WEST, LLC.

Record and return to:
Concourse West, LLC.
410 Arnold J. Ross, Esq.
605 Third Avenue
New York, NY 10158

CITY REGISTER RECORDING AND ENDORSEMENT PAGE
- BRONX COUNTY -

(This page forms part of the instrument)

Block(s): 2458
 Lot(s): 49
 741 Concourse Village West
 CONTINENTAL ABSTRACT
 Title/Agent Company Name:
 Title Company Number: BX 338463

RECORD & RETURN TO:
 NAME: ARNOLD J. ROSS, ESQ.
 ADDRESS: 665 THIRD AVE
 CITY: New York STATE: NY ZIP: 10158

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (A):
 Mlge Tax Serial No.
 Mlge Amount \$
 Taxable Amount \$
 Exemption (✓) YES NO
 Type: (3000) (200) OTHER
 Dwelling Type: (100) (1) (100) (over 1)
 TAX RECEIVED ON ABOVE MORTGAGE
 County (basic) \$
 City (Adopt) \$
 Spec Admt \$
 TABF \$
 MTA \$
 NYCTA \$
 TOTAL TAX \$
 Apportionment Mortgage (✓) YES NO

Jay A. Barrow, City Register

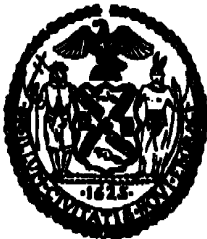
City Register Serial Number: 020859
 Indexed By (A): [Signature] Verified By (A): [Signature]
 Block(s) and Lot(s) verified by (A): [Signature]
 Address Tax Map
 Extra Block(s) Lot(s)
 Recording Fee \$ 32
 Affidavit Fee (C) \$
 TP-584/582 Fee (Y) \$
 RPTT Fee (R) \$ 25
 HPD-A HPD-C
 New York State Real Estate Transfer Tax \$ 905
 Serial Number: 000316
 New York City Real Property Transfer Tax \$ 004753
 Serial Number:
 New York State Gain Tax
 Serial Number:

DEED 0317 32.00
 LQ/TL CSHR RECPT DATE TIME
 2-1 5 41768 Aug 18-99 12:36

RECORDED IN BRONX COUNTY
OFFICE OF THE CITY REGISTER

1999 AUG 18 A 11:25

Witness My Hand and Official Seal



Jay A. Barrow

City Register

CITY REGISTER

CITY REGISTER RECORDING AND ENDORSEMENT PAGE
- BRONX COUNTY -
(This page forms part of the instrument)

Block(s): 2458
 Lot(s): 49
 741 CONDUCCO VILLAGE UNIT
 CONTINENTAL ABSTRACT
 Title/Agent Company Name:
 Title Company Number: Bx 338463

RECORD & RETURN TO:
 NAME: ARNOLD J RUSS, ESQ
 ADDRESS: 665 THIRD AVE
 CITY: NEW YORK STATE: NY ZIP: 10158

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (A):
 Mlge Tax Serial No.
 Mlge Amount \$
 Taxable Amount \$
 Exemption (✓) YES NO
 Type: [] [] [] OTHER []
 Dwelling Type: (1 to 2) [] (3) [] (4 to 6) [] OTHER []
 TAX RECEIVED ON ABOVE MORTGAGE
 County (basic) \$
 City (Addn) \$
 Spec Addn \$
 TASF \$
 MTA \$
 NYCTA \$
 TOTAL TAX \$
 Apportionment Mortgage (✓) YES NO
 Jay A. Shomer, City Register

City Register Serial Number: 020859
 Indexed By (✓) [Signature] Verified By (✓) [Signature]
 Block(s) and Lot(s) verified by (✓) [Signature]
 Address Tax Map
 Extra Block(s) _____ Lot(s) _____
 Recording Fee \$ 32
 Affidavit Fee (C) \$
 TP-584/582 Fee (Y) \$
 RPTT Fee (R) \$ 25
 HPDA HPDC
 New York State Real Estate Transfer Tax \$ 908
 Serial Number: 000316
 New York City Real Property Transfer Tax \$ 004753
 New York State Gains Tax
 Serial Number

DEED 0317 32.00
 LQ/TL CSNR RECPT DATE TIME
 2-1 5 41768 Aug 18-99 12:36



RECORDED IN BRONX COUNTY
OFFICE OF THE CITY REGISTER

1999 AUG 18 A 11: 25

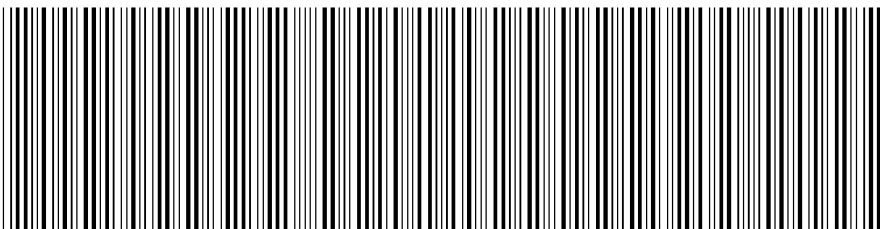
Witness My Hand and Official Seal

City Register

RECORDING BPG 11/98

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2017071300569004001E34D0

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 10

Document ID: 2017071300569004

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: MEMORANDUM OF LEASE

Document Page Count: 8

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
HIRSCHEN SINGER & EPSTEIN LLP
902 BROADWAY, 13TH FLOOR
NEW YORK, NY 10010

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	13	Entire Lot	702 GRAND CONCOURSE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156TH STREET

Property Type: COMMERCIAL REAL ESTATE

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

LESSOR:

CONCOURSE VILLAGE WEST OWNER LLC
40 FULTON STREET, 12TH FLOOR
NEW YORK, NY 10038

LESSEE:

CVW REALTY LIHTC OWNER LLC
40 FULTON STREET, 12TH FLOOR
NEW YORK, NY 10038

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 83.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

Ref.No. 2017000256223 PREPAID \$ 0.00

NYS Real Estate Transfer Tax:

Ref.No. 2017000256223 PREPAID \$ 800.00

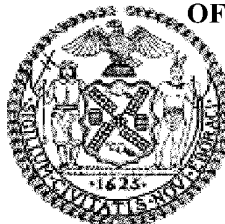
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OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

City Register File No.(CRFN):

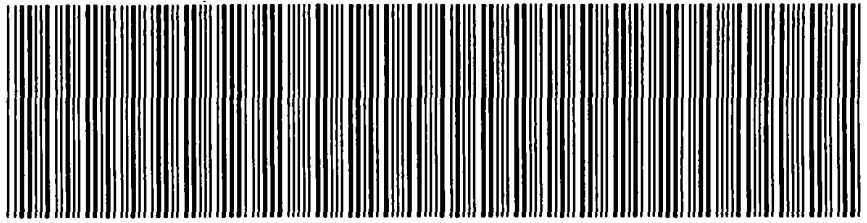
2017000269634



Annette McHill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2017071300569004001C3650

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 10

Document ID: 2017071300569004 Document Date: 06-28-2017 Preparation Date: 07-13-2017
Document Type: MEMORANDUM OF LEASE

PROPERTY DATA

Borough	Block Lot	Unit	Address
BRONX	2458 49 Entire Lot		741 CONCOURSE VILLAGE WEST

Property Type: COMMERCIAL REAL ESTATE

PARTIES

LESSOR:
HP CONCOURSE VILLAGE WEST H.D.F.C., INC.
242 WEST 36TH STREET, 3RD FLOOR
NEW YORK, NY 10018

MEMORANDUM OF MASTER LEASE

CONCOURSE VILLAGE WEST OWNER LLC

**HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND
COMPANY, INC.**

AND

CVW REALTY LIHTC OWNER LLC

Block 2458 Lots 13, 35, 49

702 Grand Concourse, 180 East 156th Street, 741 Concourse Village West, Bronx, New York

Record and Return to:

Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attn: Russell A. Kivler, Esq.

MEMORANDUM OF MASTER LEASE (LIHTC UNIT)

29 This MEMORANDUM OF MASTER LEASE (this "Memorandum") made as of June 29, 2017 (the "Effective Date") by and amongst CONCOURSE VILLAGE WEST OWNER LLC ("LLC"), a New York limited liability company having an office at 40 Fulton Street, 12th Floor, New York, New York 10038, HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation having an office at 242 West 36th Street, 3rd Floor, New York, New York 10018 (the "HDFC" and together with LLC, the "Landlord") and CVW REALTY LIHTC OWNER LLC, a New York limited liability company having an office at 40 Fulton Street, 12th Floor, New York, New York 10038 (the "Tenant").

WITNESSETH

By executing and recording this Memorandum, Landlord and Tenant give notice of the following facts. Any person taking any interest in the Premises (as defined below) shall do so subject to all documents (including all terms of such documents) and other matters that this Memorandum refers to or discloses.

1. **Lease and Premises.** Landlord, as landlord, and Tenant, as tenant, entered into that certain Master Lease, dated as of June 28, 2017 (and as further amended or modified from time to time, the "Lease") covering a portion of the Land (as defined below) which will consist of certain residential space designated as the "LIHTC Residential Units") collectively consisting of one hundred and thirty-two (132) residential units and related ancillary spaces, in the to-be formed Concourse West Village Condominium which will be located in the buildings at 180 East 156th Street, 702 Grand Concourse and 741 Concourse Village West Bronx, New York and designated as Block 2458, Lots 13, 35 and 49 on the Tax Map of New York City, Bronx County as more particularly described in Exhibit A, attached hereto and made a part hereof (the "Land").
2. **Landlord's Address.** Landlord's current address, as set forth in the Lease is 40 Fulton Street, 12th Floor, New York, New York 10038.
3. **Tenant's Address.** Tenant's current address, as set forth in the Lease, is 40 Fulton Street, 12th Floor, New York, New York 10038.
4. **Term.** The term of the Lease commences as of the date hereof and ends on the 55th anniversary of date hereof.
5. **Subordination.** The Master Lease shall be subordinate to those certain mortgages that the Landlord has previously executed and delivered or may hereafter from time to time execute and deliver against the Property or any interest therein.
6. **No Effect on Lease.** This Memorandum is prepared, signed and acknowledged solely for recording purposes under New York Law. The purpose of this Memorandum is to give notice of the existence of the tenancy created by the Lease; and shall not be

construed to vary or otherwise affect the rights or obligations of the parties under the Lease as it may be amended. Landlord and Tenant has rights, duties, and obligations (and conditions to its rights) under the Lease but not stated in this Memorandum. If the Lease and this Memorandum conflict, the Lease governs. Nothing in this Memorandum constitutes any representation or warranty by either party. To the extent, if any, that the Lease limits the liability of either Landlord or Tenant, such limitation shall apply with the same force and effect to any liability of Landlord or Tenant under this Memorandum.

7. **Successors and Assigns.** The Lease and this Memorandum shall bind and benefit the parties and their successors and assigns. This shall not limit any restriction on assignment or other transfer permitted under the terms of the Lease.

[signatures appear on following page]

IN WITNESS WHEREOF, the undersigned has duly executed this Memorandum of Lease as of the date first written above.

LANDLORD:

CONCOURSE VILLAGE WEST OWNER LLC, a New York limited liability company

By: CVW Realty MM LLC, its sole member

By: CVW Developers LLC, its sole member

By: _____
Name: Guido Subotovsky
Title: Manager

HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation

By: Adam Gold
Name: ~~Adam Gold~~ Adam Gold
Title: ~~Treasurer~~ Treasurer

TENANT:

CVW REALTY LIHTC OWNER LLC, a New York limited liability company

By: CVW Realty LIHTC MM LLC, its sole member

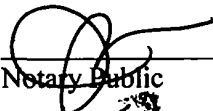
By: CVW Developers LLC, its sole member

By: _____
Name: Guido Subotovsky
Title: Manager

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

On the 14th day of June in the year 2017 before me, the undersigned, personally appeared Guido Subotovsky, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


JOYCE J. CABA.
Notary Public, State of New York
No. 01CA6281534
Qualified in Queens County
Commission Expires May 13, 2021



Notary Public
SEAL

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

16 On the 23 day of June in the year 2017 before me, the undersigned, personally appeared Adam Gold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

FRANIA B. GRIELEN
Notary Public, State of New York
Reg. No. 01GR4878542
Qualified in New York County
Commission Expires November 24, 2018

SEAL

EXHIBIT A
LEGAL DESCRIPTION

PARCEL I: (TAX LOT 13)

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL II: (TAX LOT 35)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL III: (TAX LOT 49)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

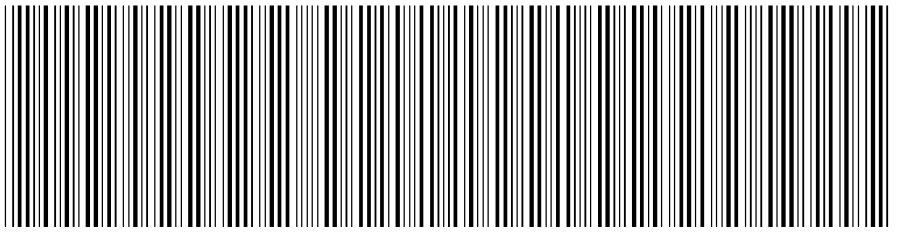
THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 49

Document ID: 2017071300569006

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: SUNDRY MISCELLANEOUS

Document Page Count: 47

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
THE CITY OF NEW YORK DEPT OF HPD
100 GOLD STREET, 5-S2
NEW YORK, NY 10038

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	13	Entire Lot	702 GRAND CONCOURSE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156TH STREET

Property Type: COMMERCIAL REAL ESTATE

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

CVW REALTY LIHTC OWNER LLC
40 FULTON STREET, 12TH FLOOR
NEW YORK, NY 10038

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 278.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

City Register File No.(CRFN):

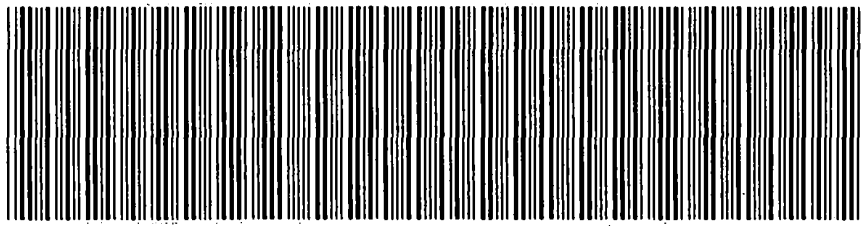
2017000269636



Annette McHill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2017071300569006001CF629

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 49

Document ID: 2017071300569006 Document Date: 06-28-2017 Preparation Date: 07-13-2017
Document Type: SUNDRY MISCELLANEOUS

PROPERTY DATA

Borough	Block Lot	Unit	Address
BRONX	2458 49 Entire Lot		741 CONCOURSE VILLAGE WEST

Property Type: COMMERCIAL REAL ESTATE

PARTIES

PARTY 1:
CONCOURSE VILLAGE WEST OWNER LLC
40 FULTON STREET, 12TH FLOOR
NEW YORK, NY 10038

PARTY 1:
HP CONCOURSE VILLAGE WEST H.D.F.C., INC.
242 WEST 36TH STREET, 3RD FLOOR
NEW YORK, NY 10018

MANDATORY INCLUSIONARY HOUSING RESTRICTIVE DECLARATION

**CVW REALTY LIHTC OWNER LLC,
CONCOURSE VILLAGE WEST OWNER LLC,
and
HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.**

CONCOURSE VILLAGE WEST

PREMISES AFFECTED BY THIS INSTRUMENT:

**BLOCK
2458**

**LOTS
13, 35, and 49**

ON THE TAX MAP OF THE CITY OF NEW YORK, COUNTY OF BRONX

RECORD AND RETURN TO:

**THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
OFFICE OF LEGAL AFFAIRS
CONTRACTS AND REAL ESTATE DIVISION
100 GOLD STREET -- 5-S2
NEW YORK, NEW YORK 10038**

CT 17 - 00030 - 6X

MANDATORY INCLUSIONARY HOUSING RESTRICTIVE DECLARATION

THIS RESTRICTIVE DECLARATION is made on the 28th day of June, 2017, by **CVW REALTY LIHTC OWNER LLC**, a New York limited liability company having offices at 40 Fulton Street, 12th Floor, New York, New York 10038 ("**CVW LIHTC Owner LLC**"), **CONCOURSE VILLAGE WEST OWNER LLC**, a New York limited liability company having offices at 40 Fulton Street, 12th Floor, New York, New York 10038 ("**CVW Owner LLC**") (CVW LIHTC Owner LLC and CVW Owner LLC, collectively, "**Applicant**"), and **HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.**, a not-for-profit corporation formed pursuant to Article XI of the Private Housing Finance Law of the State of New York having offices at 242 West 36th Street, 3rd Floor, New York, New York 10018 ("**Owner**") (this "**Restrictive Declaration**").

WHEREAS, Owner is the owner in fee simple of the real property located in the County of Bronx, City and State of New York, known by and as street addresses 702 Grand Concourse, designated as Block 2458, Lot 13 on the Tax Map of the City, County of Bronx (the "**Tax Map**") ("**702 Grand Concourse**"); 180 East 156th Street, designated as Block 2458, Lot 35 on the Tax Map ("**180 East 156th Street**"), and 741 Concourse Village West, designated as Block 2458, Lot 49 on the Tax Map ("**741 Concourse Village West**"), and more particularly described in **Exhibit A** hereof (collectively, the "**Premises**"); and

WHEREAS, CVW Owner LLC and Owner have entered into a Declaration of Interest and Nominee Agreement of even date herewith, pursuant to which Owner will retain legal title to the Premises and CVW Owner LLC will hold the beneficial interests in the Premises, which document shall be recorded in the Office of the City Register, County of Bronx (the "**City Register's Office**"); and

WHEREAS, the Premises are located in a Mandatory Inclusionary Housing area within the meaning of Section 23-911 of the New York City Zoning Resolution (the "**Resolution**") and the Inclusionary Housing Program Guidelines (the "**Guidelines**"; the Guidelines and the Resolution, collectively, the "**Program**"); and

WHEREAS, pursuant to Section 23-154(d)(1) of the Resolution, no Residential Development, Enlargement or Conversion from non-Residential to Residential Use is permitted at a property located in a Mandatory Inclusionary Housing area, unless either Affordable Housing is provided, a contribution is made to the Affordable Housing Fund, or a special permit exempting the property from such requirements is obtained from the Board of Standards and Appeals (the "**BSA**"), and

WHEREAS, Applicant has not obtained a special permit from the BSA; and

WHEREAS, Applicant does not qualify to make a contribution to the Affordable Housing Fund or chooses to forgo making such contribution to the Affordable Housing Fund; and

WHEREAS, Applicant intends to satisfy the requirements of the Program by constructing improvements on the Premises that will constitute Affordable Housing within the meaning of the Program; and

WHEREAS, the City of New York acting by and through its Department of Housing Preservation and Development (the "**Department**") has been duly authorized to administer the Program; and

WHEREAS, Applicant has filed with the Department a MIH Application pursuant to Section 23-961(d) of the Resolution, attached hereto and made a part hereof as **Exhibit B**, and the Department has evaluated and approved the MIH Application as such terms and requirements of the MIH Application are reflected in this Restrictive Declaration; and

WHEREAS, after the date hereof, Applicant intends to record a declaration of condominium, (together with by-laws and other schedules attached thereto, as the same may be amended from time to time, (the "**Condominium Declaration**") in the Office of the City Register, County of Bronx (the "**City Register's Office**"), which shall establish the land and the building to be constructed on the Premises as a condominium regime to be known as Concourse Village West Condominium (the "**Condominium**"); and

WHEREAS, the Condominium will consist of ten (10) condominium units including (i) one condominium unit located in building to be constructed at 702 Grand Concourse ("**Building 1**") containing twenty-three (23) residential units which shall be affordable to families and individuals whose incomes do not exceed 60% of the Income Index (the "**LIHTC Unit 1**"); (ii) one condominium located in Building 1 containing thirty-four (34) residential units which shall be affordable to families and individuals whose incomes do not exceed 100% of the Income Index (the "**Moderate Unit 1**"); (iii) one condominium unit located in the building to be constructed at 741 Concourse Village West ("**Building 2**") containing forty-two (42) residential units (and one (1) superintendent's unit) which shall be affordable to families and individuals whose incomes do not exceed 60% of the Income Index (the "**LIHTC Unit 2**"); (iv) one condominium located in Building 2 containing fifty-one (51) residential units which shall be affordable to families and individuals whose incomes do not exceed 100% of the Income Index (the "**Moderate Unit 2**"); (v) one approximately 11,800 square foot condominium unit to be used as a parking garage to be located within Building #2 (the "**Parking Unit 1**"); (vi) one approximately 7,285 square foot condominium unit to be used as a community facility space to be located within Building 2 (the "**Community Facility Unit**"); (vii) one condominium unit located in building to be constructed at 180 East 156th Street ("**Building 3**" and together with Building 1 and Building 2, the "**Buildings**") containing sixty-seven (67) residential units (and one (1) superintendent's unit) which shall be affordable to families and individuals whose incomes do not exceed 60% of the Income Index (the "**LIHTC Unit 3**" and together with LIHTC Unit 1 and LIHTC Unit 2, the "**LIHTC Units**"); (viii) one condominium located in Building 3 containing forty-six (46) residential units which shall be affordable to families and individuals whose incomes do not exceed 100% of the Income Index (the "**Moderate Unit 3**" and together with the Moderate Unit 1 and the Moderate Unit 2, the "**Moderate Units**"); (ix) one approximately 10,000 square foot condominium unit to be used as a parking garage to be located within Building #3 (the "**Parking Unit 2**"); and (x) one approximately 5,595 square foot commercial unit to be used as a retail space to be located within Building #3 (the "**Retail Unit**");

WHEREAS, Applicant intends to construct the Buildings on the Premises with a total Residential Floor Area not to exceed approximately **198,984.36** square feet; and

WHEREAS, Applicant intends to provide **52,082.81** square feet of Low Income Floor Area (as defined in Section 23-911 of the Resolution (the "**Affordable Housing Units**") to be affordable to and occupied by Qualifying Households; and

WHEREAS, Owner and CVW Owner LLC, collectively as landlord, and CVW LIHTC Owner LLC, as tenant, have entered into a master lease of even date herewith, pursuant to which Owner and CVW Owner LLC shall lease the LIHTC Units, comprising one hundred thirty-two

(132) dwelling units (and two (2) superintendent's units) to CVW LIHTC Owner LLC for a term of at least fifty-five (55) years (the "Master Lease"); and

WHEREAS, Capitalized terms not specifically defined herein shall have the meaning set forth in the Resolution.

NOW THEREFORE, Applicant has agreed to execute and record this Restrictive Declaration against the Premises.

1. Applicant shall construct **sixty-nine (69)** Affordable Housing Units located throughout the Buildings pursuant to the building plans submitted to and approved by the Department (the "**Building Plans**"). Attached hereto as **Exhibit C**, is a list identifying each Affordable Housing Unit.
2. The amount of Affordable Floor Area for Qualifying Households shall be equal to at least 25% of the total Residential Floor Area to be constructed on the Premises.
3. The weighted average of all Income Bands for Affordable Housing Units shall not exceed 60% of the Income Index and no Income Band shall exceed 130% of the Income Index. At least 10% of the Residential Floor Area within the MIH Development shall be affordable within an Income Band at 40% of the Income Index.
4. Construction Requirements and Construction Period.
 - (a) Applicant shall not permit the Building Plans to be professionally certified to the City's Department of Buildings ("**DOB**"). Applicant shall submit (i) such Building Plans and (ii) applicable zoning calculations to a DOB plan examiner for review and approval. Construction of Affordable Housing Units shall be in accordance with the Program requirements and the Building Plans with respect to the Affordable Housing Units (which Program requirements and Building Plans with respect to the Affordable Housing Units are collectively defined as the "**Construction Requirements**"). Applicant shall not alter the Construction Requirements that relate to the Program requirements or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) without the Department's prior written approval.
 - (b) Applicant shall complete the construction of the Affordable Housing Units within three (3) years from the date of this Restrictive Declaration (the "**Completion Deadline**"). The construction of the Affordable Housing Units shall be deemed complete upon the Department's issuance of a Completion Notice in accordance with Section 8 of this Restrictive Declaration (the "**Completion**").
5. Affordable Housing Units will be occupied solely by tenants who are Qualifying Households at the time of such tenants' Initial Occupancy and shall be operated as Affordable Housing for Qualifying Households for the life of the MIH Site. Such obligation shall run with the land.
6. Rents.
 - (i) The rents charged by Applicant for the Affordable Housing Units upon Initial Occupancy shall: (a) not exceed the rents set forth in the schedule attached

hereto as **Exhibit D**, which have been established by the Department pursuant to Sections 23-961(b) of the Resolution, (b) be registered with the New York State Division of Housing and Community Renewal or any successor agency ("DHCR") and (c) thereafter be subject to Rent Stabilization without regard to whether such Affordable Housing Units are statutorily subject to Rent Stabilization. If a court determines that Rent Stabilization is statutorily inapplicable to an Affordable Housing Unit, such unit shall remain subject to Rent Stabilization in accordance with the terms of this Restrictive Declaration and the lease for such Affordable Housing Unit for the remainder of the Regulatory Period. Applicant shall register all Affordable Housing Units with DHCR upon the earlier to occur of: (A) the occupancy of the last remaining unit, or (B) one year from Completion Deadline (the "DHCR Registration Deadline").

- (ii) Rents for existing tenants of the Affordable Housing Units upon renewal of leases for such units or at any time during the term of the lease shall be the lesser of (a) the rent allowed by Rent Stabilization, or (b) the Maximum Monthly Rent for Qualifying Households.
 - (iii) Upon rental of an Affordable Housing Unit that becomes vacant after the Initial Occupancy, the rent for any new tenant shall be the lesser of (a) the rent allowed by Rent Stabilization, or (b) the Maximum Monthly Rent for Qualifying Households.
 - (iv) Notwithstanding anything to the contrary contained herein, Applicant shall not utilize any exemption or exclusion from any requirement of Rent Stabilization to which Applicant might otherwise be or become entitled with respect to one or more Affordable Housing Units, including, but not limited to, any exemption or exclusion from the rent limits, renewal lease requirements, registration requirements, or other provisions of Rent Stabilization due to (i) the vacancy of a unit where the rent exceeds a prescribed maximum amount, (ii) the fact that tenant income and/or a unit's rent exceeds prescribed maximum amounts, (iii) the nature of the tenant, or (iv) any other factor.
 - (v) Applicant shall grant all tenants in Affordable Housing Units the same rights that they would be entitled to pursuant to Rent Stabilization, and such rights shall be stated in each lease for an Affordable Housing Unit.
7. Applicant shall not request or accept a certificate of occupancy ("CO") or temporary certificate of occupancy ("TCO") for any portion of the MIH Site until the Department issues a Completion Notice.
8. Applicant acknowledges that the Department shall not issue a Completion Notice prior to Applicant complying with the following requirements (a) through (h) of this Section 8:
- (a) submitting evidence satisfactory to the Department, that except for the Department's issuance of the Completion Notice, the MIH Development is eligible to receive a CO or TCO;
 - (b) at the discretion of the Department, performance by the Department of a site inspection which establishes to the satisfaction of the Department that (i) the Affordable Housing Units meet the requirements of Section 23-96(d) of the

Resolution, and (ii) the Buildings comprising the MIH Development meet the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;

- (c) submission of proof, satisfactory to the Department, that the Affordable Housing Units are being rented in accordance with the Program and that Applicant has entered into leases with tenants for all of the Affordable Housing Units in accordance with the Program, pursuant to which the tenants may begin occupancy upon the issuance of a CO or TCO;
- (d) submission of certificates of insurance evidencing coverage of the types and in the amounts required by Section 11 of this Restrictive Declaration with all premiums for the current year fully paid;
- (e) submission on or after the date that DOB either certifies to the Department that DOB is prepared to issue the CO or the TCO for all of the Affordable Housing Units or that DOB has issued the CO or the TCO for all of the Affordable Housing Units, as the case may be, of (i) a policy of fee title insurance dated as of the date the Applicant acquired title to the Premises, or a title policy insuring the lien of mortgage of the primary Lender for the Premises and/or the Premises or such Lender's credit enhancer, dated as of the date of the closing of the financing of such mortgage, will satisfy the foregoing, where such policy (a) has been issued by a title company in good standing licensed to issue title insurance in New York State and contains the Standard New York Endorsement (Owner's Policy) in substantially the form that appears as Exhibit E hereof, (b) such policy evidences fee simple ownership in HDFC and the absence of liens and other encumbrances on the Premises other than those approved by the Department, (ii) proof of payment of premiums therefor, and (iii) title continuations run by the title company from the date of the title policy to the date of submission of such title policy together with a letter from the title company confirming the absence of liens and encumbrances on the Premises other than those previously approved by the Department and mechanics liens which have been bonded;
- (f) submission of (1) proof of registration of the Building and all Affordable Housing Units with DHCR; (2) proof that such Building is entirely free of violations of record issued by any city or state agency pursuant to the Multiple Dwelling Law, the Building Code, the Housing Maintenance Code and the Program; and (3) submission of an affidavit stating that Applicant shall complete multiple dwelling registration of the Building in accordance with the New York City Housing Maintenance Code;
- (g) certification that all applicable representations, warranties and statements made by Applicant in this Restrictive Declaration and in any other documents submitted to the Department in connection with this Restrictive Declaration and the Program remain true and correct as of the date on which the foregoing conditions have been satisfied;
- (h) [Intentionally Deleted];
- (i) submission of a Memorandum of Restrictive Declaration, in the form attached hereto as Exhibit F, where applicable, and the Restrictive Declaration stamped

as recorded separately in the City Register's Office in accordance with Section 14 hereof;

(j) submission of proof that any required Affordable Housing Subordination Agreement (defined in Section 12 hereof) was recorded immediately following execution thereof and that Applicant fully complied with the requirements of Section 12 hereof;

(k) submission of proof that the Building Plans submitted to the Department were reviewed by a DOB plan examiner and submission of a zoning sheet approved, prior to the issuance of a TCO or a CO, by DOB; the Department's issuance of the Completion Notice shall be based upon such DOB approved calculations; and

(l) compliance with the terms of this Restrictive Declaration.

9. Warranties. Applicant shall obtain and retain commercially reasonable warranties of the work on the Affordable Housing Units from the general contractor and all subcontractors performing such work and, at the Department's request, shall submit such warranties for inspection.

10. Renting Affordable Housing Units.

(a) For the duration of the "Occupancy Restriction Period" as defined in that certain Regulatory Agreement between Applicant, New York City Housing Development Corporation ("HDC") and the Department (the "HDC-HPD Regulatory Agreement") for the Premises, the Affordable Housing Units will be managed and operated by Applicant (in this capacity, "Administering Agent"), an organization qualified to participate in the Program. The Administering Agent shall ensure that Affordable Housing Units are rented at the DHCR Registration Deadline and each subsequent vacancy, in compliance with the Plan and all of the requirements of the Program. Within (60) sixty days of the DHCR Registration Deadline, the Administering Agent shall submit an affidavit to the Department attesting that the Monthly Rent registered and charged for each Affordable Housing Unit, complied with the Monthly Rent requirements for such unit, at Initial Occupancy. Each year after the DHCR Registration Deadline, in the month of March, the Administering Agent shall submit an affidavit to the Department attesting that each lease or sublease of an Affordable Housing Unit or renewal thereof, during the preceding year, complied with the applicable Monthly Rent requirements of the Program.

Applicant may enter into a subcontract with another for-profit entity including an entity affiliated with Applicant to provide certain management services, except that the Administering Agent must retain responsibility for tenant selection and Rent-up, as well as responsibility for annual reporting to the Department with respect to the Affordable Housing Units pursuant to the Program and this Agreement. A contract between the Administering Agent and the Department (the "Administering Agent Agreement") is attached and made a part hereof as Exhibit G. The Department reserves the right to replace the Administering Agent in the event that the Affordable Housing Units are not rented at Rent-up and upon each subsequent vacancy thereafter in compliance with the Program.

- (b) After The [insert definition of bond agency's regulatory restriction period]: No later than thirty (30) days prior to the expiration or termination of the [insert definition of financing agency's regulatory restriction period], Applicant shall enter into a contract with a not-for-profit administering agent qualified and approved by the Department, pursuant to Section 23-96(e)(2), to participate in the Program. The contract with the new Administering Agent shall take effect upon the date of expiration or termination of the [insert definition of financing agency's regulatory restriction period]. The Administering Agent hired by Applicant shall ensure that Affordable Housing Units are rented at each subsequent vacancy after the DHCR Registration Deadline, in compliance with the Plan and all of the requirements of the Program. Each year after the DHCR Registration Deadline, in the month of March, the Administering Agent shall submit an affidavit to the Department attesting that each lease or sublease of an Affordable Housing Unit or renewal thereof, during the preceding year, complied with the applicable Monthly Rent requirements of the Program.

Nothing stated herein limits or modifies in any way whatsoever the requirement contained in Section 5 hereof that the Affordable Housing Units be operated as such for the life of the life of the MIH Site.

11. Insurance.

(a) Insurance.

- (i) Applicant shall obtain and maintain in force all-risk casualty insurance, including broad form extended coverage that, in the event of a casualty to the Buildings containing the Affordable Housing Units, will pay an amount of insurance equal to full replacement value of the Buildings containing the Affordable Housing Units.
- (ii) Applicant shall obtain and maintain in force commercial general liability insurance and other insurance of commercially reasonable types and amounts with respect to the Buildings containing the Affordable Housing Units.

(b) Casualty.

- (i) In the event of a casualty, Applicant shall promptly notify the Department thereof. Subject to the terms and conditions set forth in this Section 11, the proceeds of the insurance on the Premises may be utilized as determined by the lender or lenders participating in the financing of the Building (the "Financiers") in accordance with the documents governing such Financiers' loan(s), copies of which have been provided to the Department (the "Loan Documents"). Applicant shall promptly inform the Department of the disposition of such insurance proceeds.
- (ii) (A) In the event of a partial casualty, if the Building is reconstructed after such casualty, the Affordable Housing Units shall also be reconstructed so as to maintain in the Building the same ratio of Affordable Housing to total Residential Floor Area required by the Program, notwithstanding the availability of, or priority of payment of, insurance proceeds, and the terms of this Restrictive Declaration shall remain in full force and effect.

(B) If the Applicant and Financiers determine that, due to the nature of the casualty and the condition of the remaining structure, it is not practicable to include the Affordable Housing Units as originally configured in the replacement building, the Affordable Housing Units may be reconstructed in a location other than the Premises in accordance with Section 23-154(d)(5) of the Resolution, the requirements of this Restrictive Declaration and the Program.

- (iii) In the event of a total casualty, where all Residential Floor Area created pursuant to this Restrictive Declaration ceases to exist and the Applicant elects not to reconstruct Residential Floor Area in the restored building, if any, then all proceeds shall be applied in accordance with the Loan Documents.
- (iv) Applicant agrees that if the Building containing the Affordable Housing Units is reconstructed as provided in Section 11(b)(ii), then: (A) at such time as the restored portion of the Building or any new building is ready for occupancy, the Affordable Housing Units on each restored floor shall be made available for occupancy and re-rented prior to the market rate units on the same floor; (B) Applicant shall restore, repair, replace, rebuild, alter or otherwise improve the Affordable Housing Units in accordance with this Restrictive Declaration and the Program in effect as of the date hereof; (C) such construction shall be free of all violations under the New York City Building Code, the New York State Multiple Dwelling Law and the New York City Housing Maintenance Code; and (D) Applicant shall, upon request of the Department, amend this Restrictive Declaration to reflect any changes to the number, configuration or location of the Affordable Housing Units in any replacement building.
- (v) Applicant may require the Financiers under any current or future Mortgage to use the insurance proceeds for the rebuilding of the Premises (with certain protective procedures).

12. Debt Restrictions. Applicant shall not mortgage or otherwise encumber the Affordable Housing Units or this Declaration with debt other than any initial debt approved by the Department and any modifications of same unless, (1) Applicant has notified the Department of such debt; (2) the lender is a local, state, or federal agency, savings bank, commercial bank, life insurance company, public real estate investment company, pension fund, Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), or other lender approved by the Department, (3) if the debt service coverage ratio for the mortgaged property would be less than 1.1 if the Affordable Housing Units were to be encumbered with such subsequent debt, Applicant has obtained the prior written consent of the Department, and (4) if such debt is a new indebtedness and/or a new mortgage, the lender enters into a subordination and non-disturbance agreement between the lender, Owner and the Department (the "**Affordable Housing Subordination Agreement**") in form and substance satisfactory to the Department, substantially in the form annexed hereto as Exhibit H, which Applicant shall cause to be recorded against the Affordable Housing Units immediately following execution thereof in the City Register's Office.

13. Construction Monitoring. The Department may monitor the construction of the Affordable Housing Units in any reasonable manner, including inspection of the Premises. Upon request (a) Applicant shall give the Department notice of planning and construction progress meetings by telephone or in writing, and (b) the Department may (i) participate in planning and construction progress meetings, (ii) review construction contracts, plans, specifications and materials samples, and (iii) review proposed changes to the foregoing. Following the Department's request for any documents pursuant to Section 13(iii) hereof, Applicant shall give to the Department (x) notice of proposed changes to such documents or materials, and (y) notice of any casualty to or other material event concerning the work on the Affordable Housing Units.
14. Condominium Declaration. Nothing in this Restrictive Declaration shall prohibit the Applicant from subdividing the Building into condominium units, so long as (i) any condominium documents, including, but not limited to, the condominium declaration and by-laws (the "**Condominium Declaration**") with all exhibits thereto, necessary to effectuate such subdivision of the Building are submitted to the Department, for review and approval prior to submission to the New York State Attorney General's Office and prior to recording of the Condominium Declaration in the City Register's Office and (ii) the Memorandum of Restrictive Declaration has been recorded against the Affordable Housing Units prior to receipt of a Completion Notice in accordance with Section 8 of this Agreement. After such review and approval, the portions of the Condominium Declaration affecting the Affordable Housing Units shall not be modified without the prior written approval of the Department.
15. Covenants Running With The Land. The restrictions, covenants and provisions set forth in this Restrictive Declaration shall run with the land, bind Applicant and all other parties in interest to the Premises and their respective successors and assigns, and be perpetual in duration. In the event of any conveyance of the Premises, the grantee(s) shall be bound to the terms and conditions contained in this Restrictive Declaration.
16. Recordation. Applicant, at its sole expense, shall promptly after execution of this Restrictive Declaration submit this Restrictive Declaration for recordation against the Premises in the City Register's Office, and deliver satisfactory evidence of such recordation to the Department.
17. Amendments. This Restrictive Declaration may only be amended or modified by an instrument in recordable form executed by Applicant with the written approval of the Department thereon.
18. No Third Party Beneficiaries. The provisions of this Restrictive Declaration are solely and exclusively for the benefit of the City and Applicant and no other person shall be a beneficiary thereof.
19. No Waiver. No failure or delay on the part of the City to exercise any right, power or remedy under this Restrictive Declaration or available at law or in equity shall operate as a waiver thereof, or limit or impair the City's right to take any action or to exercise any such right, power or remedy, or prejudice its rights against Applicant in any respect.
20. Enforcement. The City of New York or the Department may enforce the terms of this Restrictive Declaration through the exercise of remedies at law or in equity.

21. **Primary Residence.** Affordable Housing Units may only be occupied as a primary residence, as defined in Rent Stabilization, by natural persons or families pursuant to a one or two year lease who have met the applicable income requirements for Low Income Households at the time of such tenant's initial occupancy of such unit. Applicant shall only offer a vacant dwelling unit for occupancy by persons or families intending to occupy such unit as their primary residence pursuant to a one or two year lease and shall not cause or permit the sublease or assignment of any dwelling unit for transient occupancy, for occupancy by any household that is not income eligible, or to any corporation or other entity.
22. **Special Reserve Fund.**
- (a) Upon the earlier of the termination of (i) the Operating Reserve Fund (as such term is defined in that certain First Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement of even date herewith made by CVW Owner LLC and Owner in favor of New York City Housing Development Corporation or (ii) the HDC-HPD Regulatory Agreement, Applicant shall transfer any funds remaining in the Operating Reserve Fund, but in no event less than \$265,000, into a blocked reserve account (the "Special Reserve Fund"), to be held and administered by the Department or its designee. The Special Reserve Fund and the interest accrued thereon shall belong to the Premises and the owner of such Premises and shall be used solely for the benefit of the Affordable Housing Units. The Special Reserve Fund shall be separate from the Building reserve fund built into the rent roll that will accumulate over time. The proceeds of the Special Reserve Fund shall be available to pay for unanticipated increases in the cost of operating and maintaining the Affordable Housing Units (including, but not limited to, escalating real estate taxes), or for capital repairs or improvements, the cost of which cannot be covered by the Building's capital reserve fund. Expenditures from the Special Reserve Fund shall be made solely at the discretion of the Department and may be made by the Department on behalf of Applicant.
- (b) If the Department authorizes any expenditure to be made from the Special Reserve Fund, Applicant shall replenish the Special Reserve Fund in the amount of the total sum of all such authorized expenditures by applying the excess of collected rents over actual operating expenses until all such repayments have been made. Such repayments into the Special Reserve Fund shall be made prior to the payment of any unpaid developer, syndication or partnership fees. In addition, such repayments shall be supported by the most recent financial statements, an independent auditor's report and a rent roll for the Premises. Applicant may choose to replenish such Special Reserve Fund on a calendar year basis or on a fiscal year basis. In addition, upon sale, transfer or disposition of the Affordable Housing Units or any interest therein, Applicant or owner, as applicable, shall repay in full all amounts withdrawn from and owed to the Special Reserve Fund, and the Special Reserve Fund shall remain with the Affordable Housing Units.

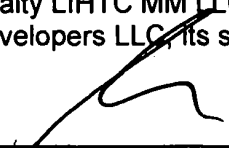
[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Applicant has executed this Restrictive Declaration on the day and year first above written.

CVW REALTY LIHTC OWNER LLC

By: CVW Realty LIHTC MM LLC, its managing member

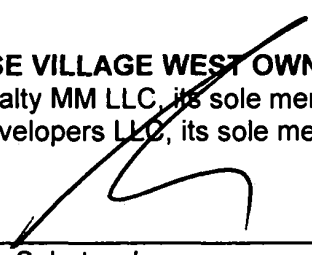
By: CVW Developers LLC, its sole member

By: 
Name: Guido Subotovsky
Title: Manager

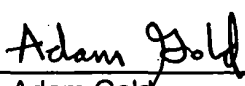
CONCOURSE VILLAGE WEST OWNER LLC

By: CVW Realty MM LLC, its sole member

By: CVW Developers LLC, its sole member

By: 
Name: Guido Subotovsky
Title: Manager

HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.

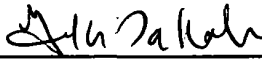
By: 
Name: Adam Gold
Title: Treasurer

APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
UNTIL: DECEMBER 31, 2018

By: /s/ James McSpirtt
Acting Corporation Counsel

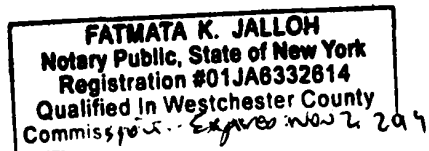
STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On this 23rd day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Guido Subotovsky**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



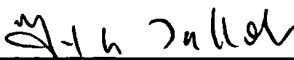
NOTARY PUBLIC

SEAL



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

On this 23rd day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Adam Gold**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

SEAL

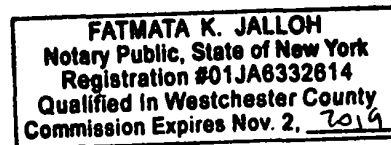


EXHIBIT A
Page 1 of 3

BLOCK 2458, LOT 13

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

EXHIBIT A
Page 2 of 3

BLOCK 2458, LOT 35

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

EXHIBIT A
Page 3 of 3

BLOCK 2458, LOT 49

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

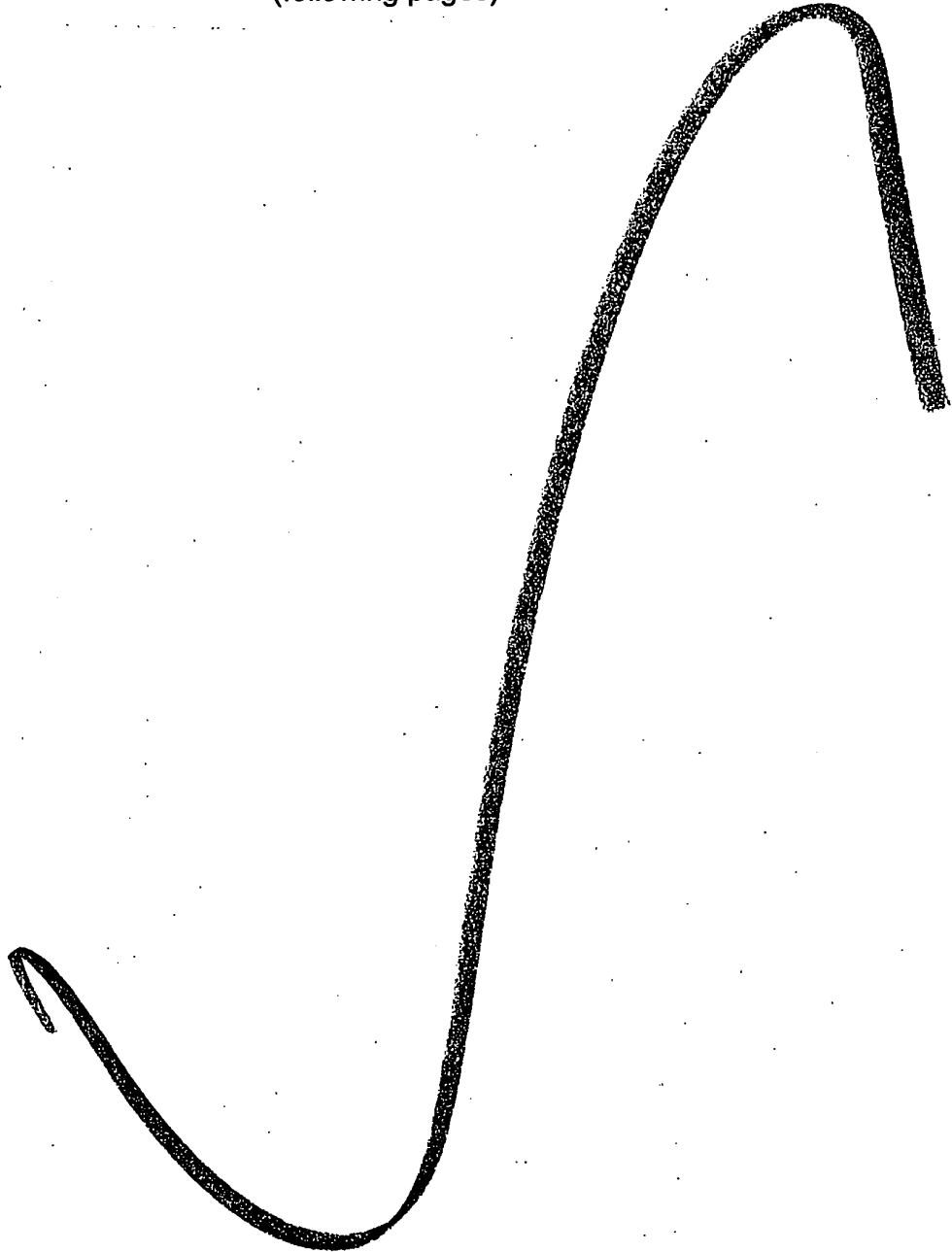
THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.

EXHIBIT B
MIH APPLICATION
(following pages)



THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
OFFICE OF DEVELOPMENT
100 GOLD STREET, FIFTH FLOOR, NEW YORK, NEW YORK 10038
(212) 863-8228
AFFORDABLE HOUSING PLAN APPLICATION PURSUANT TO THE
MANDATORY INCLUSIONARY HOUSING PROGRAM

Please indicate "Not Applicable" or "NA" where appropriate. Do not leave any lines blank.

1. **Applicant:** CVW Realty LIHTC Owner LLC & Concourse Village West Owner LLC
Address: 40 Fulton Street, 12th Floor, New York, NY 10038
Fax: 212-414-9417
Email: guido@azimuthdg.com
Primary Contact (Name/Phone/Email):
Guido Subotovsky/212-414-9414/guido@azimuthdg.com

2. **Owner (if different):** HP Grand Concourse Housing Development Fund Company, Inc. (to be formed)
Address: 242 West 36th Street, 3rd Floor, New York, New York 10018
Fax: 646-217-3788
Email: dcohen@housingpartnership.com
Primary Contact (Name/Phone/Email):
Daniel Marks Cohen/646-217-3573/dcohen@housingpartnership.com

3. **Administering Agent:** Concourse Village West Owner LLC
Address: 40 Fulton Street, 12th Floor, New York, NY 10038
Fax: 212-414-9417
Email: guido@azimuthdg.com
Primary Contact (Name/Phone/Email):
Guido Subotovsky/212-414-9414/guido@azimuthdg.com

4. **General Contractor:** Joy Construction Corporation
Address: 40 Fulton Street, 21st Floor, New York, NY 10038
Fax: _____
Email: eli@joycon1st.com
Primary Contact (Name/Phone/Email):
Eli Weiss/212-766/9651/eli@joycon1st.com

5. **Architect:** Aufgang Architects, LLC
Address: 74 Lafayette Avenue, #301, Suffren, NY 10901
Fax: _____
Email: ariel@aufgang.com
Primary Contact (Name/Phone/Email):
Ariel Aufgang/845-368-0004/ariel@aufgang.com

6. **Attorney and Firm:** Hirschen Singer & Epstein LLP
Address: 902 Broadway, 13th Floor, New York, New York 10010
Fax: 212-302-8536
Email: pboboris@hseny.com
Primary Contact (Name/Phone/Email):
Peter Boboris/212-598-2120/pboboris@hseny.com

7. **Location of Affordable Housing Units**
Street Address: 180 East 156th Street, 702 Grand Concourse, 741 Concourse Village West
Borough: Bronx
Block(s)/Lot(s): Bronx County Block 2458 Lots 35, 49 & 13
Community Board: Bronx Community District 4

8. **Mandatory Inclusionary Housing Area**
(Include Appendix F of Zoning Resolution Map Reference):

Special Permit: _____

9. If project is publicly financed, list all sources of governmental assistance, including lower income housing tax credits, bond financing, and receipt of government land for a nominal price:

HPD subsidy, LIHTCs and HDC bond financing. Land was privately purchased.

10. **Project Details:**

Construction Type:

- New Construction
 Conversion

Electric Heating Systems:

- N/A – Not Used
 Individual residential unit heating systems utilizing electric resistance heated PTACs or heat pumps
 Individual residential unit hot water systems heated by electrically powered boilers

Location of MIH Units:

- On-site: (MIH Site is located on the same zoning lot as MIH Development)
 Off-site: (MIH Site is located on a different zoning lot to MIH Development)

Unit Count:

Total Units: 275
Total MIH Units: 69
Super's Units: 2

Tenure of Units:

MIH Units:

Rental

Homeownership

Non-MIH Units:

Rental

Homeownership

Not Applicable/All Units are MIH Units

11. MIH Option for Compliance with Affordable Housing Requirement - ZR 23-154 (d)(3)(i-iv):

Option 1

Option 2

Deep Affordability Option

Workforce Option

12. Tax Exemption to Be Requested: Article XI

13. If the project will contain a condominium or cooperative structure, please describe the structure and the use of each unit. If not, please indicate N/A:

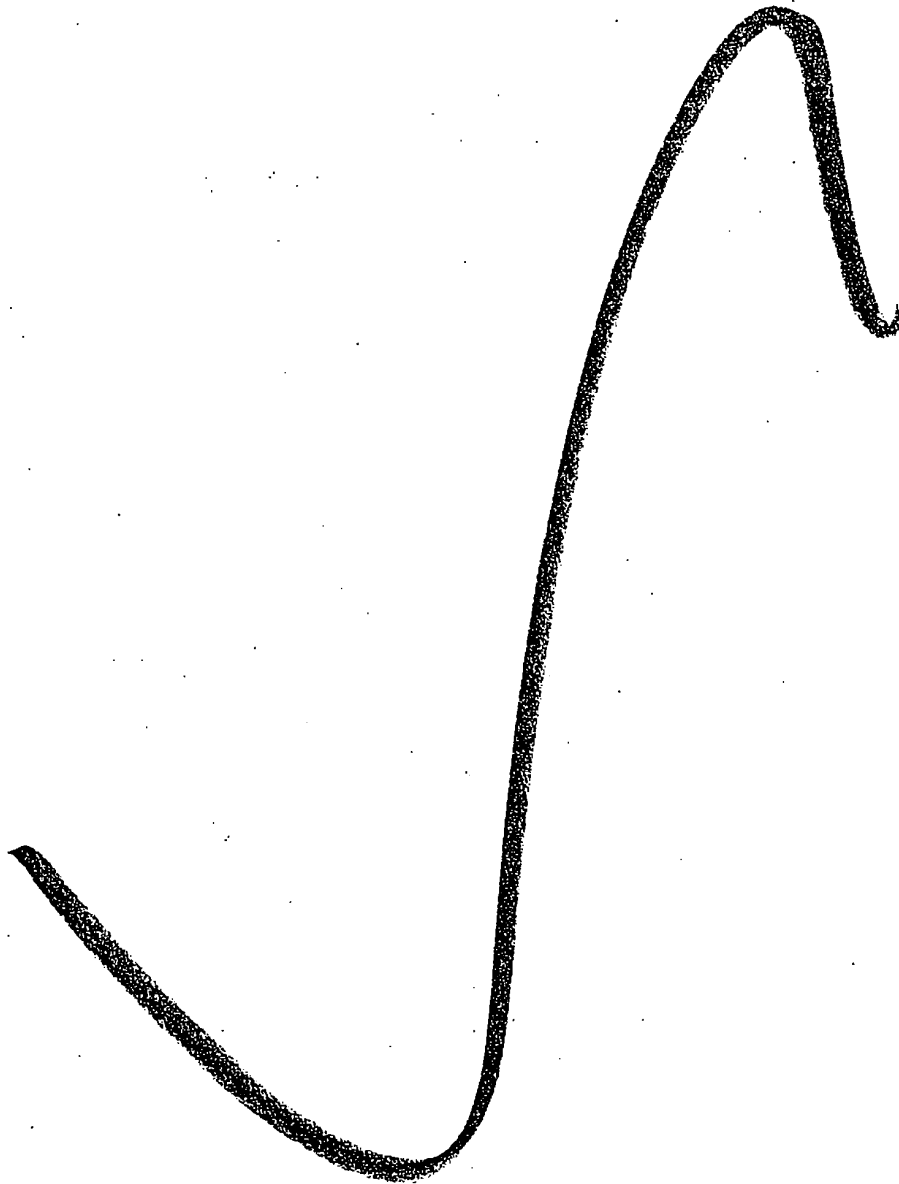
The project will be subject to a condominium declaration whereby there will be separate units (residential/retail/ and parking) in each of the to-be constructed buildings. The residential units in each building will be comprised of a unit containing the LIHTC residential units (30% to 60% of AMI) and the Non-LIHTC (90-100 % AMI) residential Units. The retail spaces, community facility space and parking areas will be comprised of separate units.

Authorized Signature of Applicant:  _____

Print name: Guido Subotorsky

Date: 3/28/17

EXHIBIT C
LIST OF AFFORDABLE UNITS
(following page)



**Concourse Village West
180 E 156TH STREET**

Exhibit C - 1

Apartments			
Construction/ Marketing Floor	Apt #	# Bedrooms	AMI %
2	2A	2	60
2	2B	0	40
2	2M	1	40
2	2N	1	40
3	3A	2	60
3	3B	0	40
3	3M	1	40
3	3N	1	40
4	4A	2	60
4	4B	0	40
4	4M	1	40
4	4N	1	60
5	5A	2	60
5	5B	0	40
5	5M	1	60
5	5N	1	60
6	6A	2	60
6	6B	0	40
6	6I	3	60
6	6N	1	60
7	7A	2	60
7	7B	0	40
7	7I	3	60
7	7N	1	60
8	8A	2	60
8	8B	0	40
9	9A	2	60
9	9I	1	60
9	9J	1	60
10	10D	1	60

Unit Summary	
# Bedrooms	Units
0 BEDROOM	7
1 BEDROOM	13
2 BEDROOM	8
3 BEDROOM	2
Total	30

**Concourse Village West
702 GRAND CONCOURSE**

Exhibit C - 2

Apartments			
Construction/ Marketing Floor	Apt #	# Bedrooms	AMI %
1	1B	2	60
2	2A	1	60
3	3A	1	60
4	4B	3	60
5	5C	2	60
6	6C	2	40
7	7C	2	40
8	8A	1	40
9	9A	1	40
10	10A	1	40
10	10E	1	60
11	11A	1	40
12	12A	1	60
13	13A	1	60
14	14A	1	60

Unit Summary	
# Bedrooms	Units
0 BEDROOM	0
1 BEDROOM	10
2 BEDROOM	4
3 BEDROOM	1
Total	15

**Concourse Village West
741 CONCOURSE VILLAGE V**

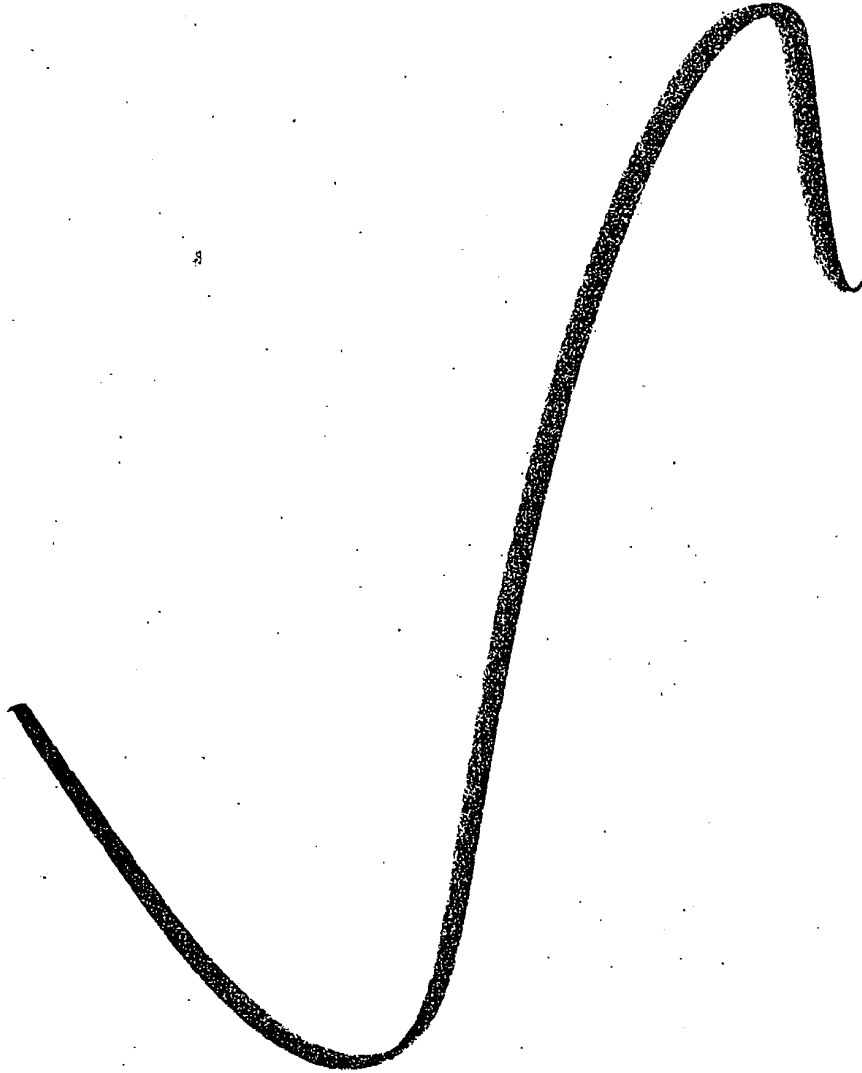
Exhibit C - 3

Apartments			
Construction/ Marketing Floor	Apt #	# Bedrooms	AMI %
2	2A	0	40
2	2B	2	40
2	2N	1	40
3	3A	0	40
3	3B	2	60
3	3N	1	40
4	4A	0	40
4	4B	2	60
4	4N	1	40
5	5B	2	60
5	5N	1	40
6	6B	2	60
6	6D	3	60
7	7B	2	60
7	7D	3	60
7	7G	1	40
8	8B	2	60
8	8D	3	60
8	8G	1	40
9	9B	2	60
9	9D	3	60
9	9G	1	40
10	10G	2	60
11	11G	2	60

Unit Summary	
# Bedrooms	Units
0 BEDROOM	3
1 BEDROOM	7
2 BEDROOM	10
3 BEDROOM	4
Total	24

EXHIBIT D
SCHEDULE OF RENTS AND EXPENSES

(following page)



Concourse Village West

Exhibit D

Mandatory Inclusionary Housing Units --Rents*				
# Bedrooms	# Units	MIH Income Band/ AMI Level	Maximum Legal Regulated Rent***	HDC Preferential Rent/Tax Credit Actual Rent.**
0 BEDROOM	6	40%	\$518	\$331 (27%)
1 BEDROOM	11	40%	\$659	\$426 (27%)
2 BEDROOM	1	40%	\$801	\$521 (27%)
3 BEDROOM	1	40%	\$917	\$594 (27%)
SUBTOTAL	19	40%		

0 BEDROOM	4	40%	\$518	\$475 (37%)
1 BEDROOM	5	40%	\$659	\$605 (37%)
2 BEDROOM	2	40%	\$801	\$736 (37%)
3 BEDROOM	2	40%	\$917	\$843 (37%)
SUBTOTAL	13	40%		

3 BEDROOM	2	60%	\$1,413	\$1091 (47%)
SUBTOTAL	2	60%		

0 BEDROOM	0	60%	\$804	\$761 (57%)
1 BEDROOM	14	60%	\$1,017	\$963 (57%)
2 BEDROOM	19	60%	\$1,230	\$1166 (57%)
3 BEDROOM	2	60%	\$1,413	\$1339 (57%)
SUBTOTAL	35	60%		

Total	69
--------------	-----------

*Tenants are responsible for paying electricity.

**Initial Preferential Rents may increase or decrease as determined by HDC; however, Preferential Rents shall not exceed the Legal Regulated Rent.

***The maximum Legal Regulated Rent is 30% of the applicable income band as defined in the New York City Zoning Resolution, including applicable utility allowances.

Concourse Village West**Exhibit D**

Total Units: 265

Buildings: 3

Mandatory Inclusionary Housing Units: 69

Expenses	Total	Per RM/DU	
Legal	\$58,300	\$220	per unit
Accounting	\$16,000	\$16,000	per project
Management Fee	\$184,378	\$0	of ERI
Fire and Liability Insurance	\$159,000	\$600	per unit
Compliance Monitoring Fee	\$11,163		
Heating: Gas	\$267,300	\$300	per room
Electricity	\$146,124	\$164	per room
Water & Sewer	\$243,243	\$273	per room
Supplies/Cleaning/Exterminating	\$120,285	\$135	per room
Repairs & Replacement	\$172,250	\$650	per unit
Superintendent & Maintenance Staff			
Salaries	\$239,000	\$902	per unit
Elevator Maintenance & Repairs	\$39,600	\$6,600	per elevator
Benchmarking	\$1,485	\$495	per building
Replacement Reserves	\$66,250	\$250	per unit
Real Estate Taxes - ICAP Mini Tax	\$12,500	\$47	per unit
Real Estate Taxes - Article XI	\$0	\$0	
TOTAL ANNUAL PROJECT EXPENSES	\$1,736,878	\$6,554	per unit

EXHIBIT E

**STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)**

1. The following is added to the insuring provisions on the face page of this policy:

"___. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, _____ Insurance Company of New York has caused this Endorsement to be signed and sealed on its date of issue set forth herein.

DATED:

COUNTERSIGNED _____

Authorized Signatory

_____ Insurance Company

BY: _____

EXHIBIT F

MEMORANDUM OF RESTRICTIVE DECLARATION

THIS MEMORANDUM OF RESTRICTIVE DECLARATION made this ____ day of _____, 201[*#*], by [*owner*], [*description of legal entity (e.g., a New York limited liability company formed pursuant to the laws of the State of New York)*], ("Applicant"), having an office at [*address*].

WITNESSETH THAT:

1. The Applicant is owner in fee simple of the premises located in the County of _____, City and State of New York, known as and by the street address [*address*], identified as Block [*#*], Lot [*#*] on the Tax Map of the City (the "Premises"), more particularly described in Exhibit A attached hereto and made a part hereof;
2. The Applicant has covenanted and agreed for and on behalf of itself, its successors, assigns, heirs, grantees and lessees, which covenants shall be covenants running with the land to provide Affordable Housing on the Premises in accordance with the Mandatory Housing Restrictive Declaration ("Declaration"), dated as of [*insert date*] by [*insert name(s) of non-HPD parties*] and recorded in the Office of the City Register for Bronx County on [*insert date*] as CRFN [*insert CRFN number*], the provisions of which are by this reference made a part hereof and Section 23-90 (Inclusionary Housing), inclusive of the Resolution.
3. The Declaration and the covenants therein, shall run with the land that constitutes the Premises in accordance with the terms therein.
4. This Memorandum of Declaration is intended to provide constructive notice of the existence and terms of the Declaration and in no way modifies or amends the Declaration. If any provisions of this Memorandum of Declaration conflict with the Declaration, the terms of the Declaration shall prevail. The Applicant at its sole cost and expense shall cause this Memorandum of Restrictive Declaration to be recorded against each tax lot within the zoning lot containing the Affordable Housing whether or not such tax lot existed at the time the Declaration was recorded.

NO FURTHER TEXT

IN WITNESS WHEREOF, this Memorandum of Restrictive Declaration has been executed as of the date first set forth above.

UNIFORM ACKNOWLEDGEMENTS

STATE OF NEW YORK)

) SS:

COUNTY OF NEW YORK)

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that [s]he executed the same in [her]his capacity, and that by [her]his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT G

Administering Agent Agreement Inclusionary Housing Program

THIS AGREEMENT is entered into on the 28th day of June, 2017, between **CONCOURSE VILLAGE WEST OWNER LLC**, a New York limited liability company having offices at 40 Fulton Street, 12th Floor, New York, New York 10038 (in its capacity as administering agent herein, "**Administering Agent**") and **THE CITY OF NEW YORK**, a municipal corporation (the "**City**") acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having offices at 100 Gold Street, New York, New York 10038 (the "**Department**") (this "**Agreement**").

WHEREAS, **CVW REALTY LIHTC OWNER LLC** ("**CVW LIHTC OWNER LLC**"), **CONCOURSE VILLAGE WEST OWNER LLC** (in its capacity as a co-applicant, "**CVW OWNER LLC**"; **CVW LIHTC Owner LLC** and **CVW Owner LLC**, collectively, "**Applicant**"), and **HP GRAND CONCOURSE HOUSING DEVELOPMENT FUND COMPANY, INC.** ("**HDFC**") have recorded a Mandatory Inclusionary Housing Restrictive Declaration (the "**Restrictive Declaration**") pursuant to which Applicant has agreed to create **sixty-nine (69)** Affordable Housing Units located at street addresses 702 Grand Concourse, designated as Block 2458, Lot 13 on the Tax Map of the City, County of Bronx (the "**Tax Map**"); 180 East 156th Street, designated as Block 2458, Lot 35 on the Tax Map, and 741 Concourse Village West, designated as Block 2458, Lot 49 on the Tax Map (the "**Affordable Housing Units**") in accordance with Section 23-90 (Inclusionary Housing), inclusive of the Zoning Resolution (the "**Resolution**") and with the Inclusionary Housing Guidelines (the "**Guidelines**"); and

WHEREAS, Administering Agent has agreed to ensure that the Affordable Housing Units are rented in compliance with the Restrictive Declaration at Rent-up and each subsequent vacancy and has signed an agreement with Applicant to that effect; and

WHEREAS, Administering Agent has been qualified to act as an Administering Agent by the Department;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed that Administering Agent will assume the ongoing responsibility for insuring that each Affordable Housing Unit is rented and upon vacancy re-rented in compliance with the Restrictive Declaration. In addition, Administering Agent shall (1) maintain records setting forth the facts that form the basis of any affidavit submitted to the Department; (2) maintain such records as the Department may require at Administering Agent's office or other location approved by the Department; and (3) make all records and facts of the operation of Administering Agent available for the Department's inspection.

Notwithstanding any other remedy contained herein, the Department may commence an action against Administering Agent to require specific performance of Administering Agent's obligations herein. The Department reserves the right to replace Administering Agent in the event that the Affordable Housing Units are not rented at Rent-up and each subsequent vacancy thereafter in compliance with the Program. If the agreement between Owner and Administering Agent is terminated or expires, Administering Agent shall provide the Department with written notice of such termination or expiration and this Agreement shall be terminated.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.


THE CITY OF NEW YORK

BY: DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

BY: 

Louise Carroll, Associate Commissioner for Housing Incentives

CONCOURSE VILLAGE WEST OWNER LLC

BY: 

**APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
FOR USE UNTIL AUGUST 31, 2017**

By: /s/ Howard Friedman

Acting Corporation Counsel

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

On this 23rd day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Louise Carroll**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC
BENJAMIN STEINER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02ST6043316
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JUNE 12, 2018

SEAL

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

On this 23 day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Guido Subotovsky**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that [she][he] executed the same in [her][his] capacity, and that by [her][his] signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



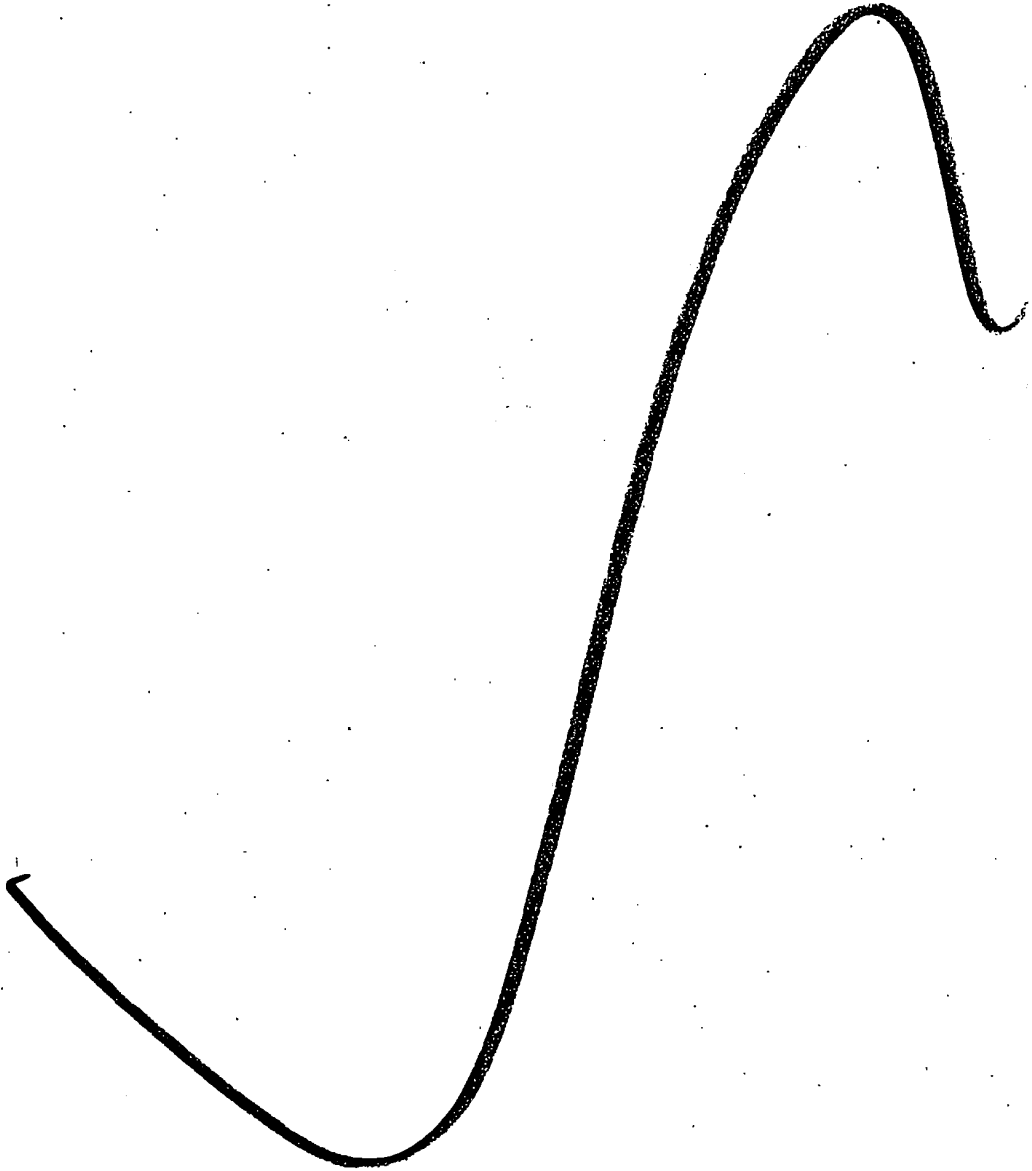
NOTARY PUBLIC
FRANIA B. GRIELEN
Notary Public, State of New York
Reg. No. 01GR4878542
Qualified in New York County
Commission Expires November 24, 2018

SEAL

EXHIBIT H

AFFORDABLE HOUSING SUBORDINATION AGREEMENT

(following pages)



**SUBORDINATION AND NON-DISTURBANCE AGREEMENT
[MIH RESTRICTIVE DECLARATION]**

**NEW YORK CITY HOUSING DEVELOPMENT CORPORATION,
WELLS FARGO BANK, NATIONAL ASSOCIATION,
and
THE CITY OF NEW YORK**

CONCOURSE VILLAGE WEST

PREMISES AFFECTED BY THIS INSTRUMENT:

**BLOCK
2458**

**LOTS
13, 35, and 49**

ON THE TAX MAP OF THE CITY OF NEW YORK, COUNTY OF BRONX

RECORD AND RETURN TO:

**THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
OFFICE OF LEGAL AFFAIRS
CONTRACTS AND REAL ESTATE DIVISION
100 GOLD STREET -- 5-S2
NEW YORK, NEW YORK 10038**

THIS SUBORDINATION AND NON-DISTURBANCE AGREEMENT (this "**Agreement**"), made on the _____ day of June, 2017, by and among **NEW YORK CITY HOUSING DEVELOPMENT CORPORATION**, a corporate governmental agency constituting a public benefit corporation, having an office at 110 William Street New York, NY 10038 ("**HDC**"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association having an office at having an office at 150 East 42nd Street, 36th Floor, New York, New York 10017 ("**Bank**") (HDC and Bank, collectively, "**Mortgagees**" or "**Lenders**"), in favor of **THE CITY OF NEW YORK** a municipal corporation (the "**City**") acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having an office at 100 Gold Street, New York, New York 10038 ("**HPD**").

WHEREAS, HDC holds certain mortgages of even date herewith, made by **Concourse Village West Owner LLC** ("**CVW Owner LLC**") and **HP Concourse Village West Housing Development Fund Company, Inc.** ("**HDFC**") as mortgagors, in favor of HDC as mortgagee, as follows: (a) First Acquisition Loan Mortgage, Assignment of Leases and Rents and Security Agreement securing a promissory note in the original principal amount of **\$9,025,000** (the "**First Acquisition Mortgage**"); (b) First Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement securing a promissory note in the original principal amount of **\$33,796,264** (the "**First BL Mortgage**"); (c) First Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement, dated the date hereof securing a promissory note in the original principal amount of **\$2,103,736** (the "**First PL Mortgage**"); (d) Second Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement securing a promissory note in the original principal amount of **\$14,783,527** (the "**Second BL Mortgage**"); (e) Second Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement securing a promissory note in the original principal amount of **\$6,105,896** (the "**Second PL Mortgage**"); (e) Third Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement securing a promissory note in the original principal amount of **\$20,889,423** (the "**Third BL Mortgage**") which mortgages secure, among other things, the aggregate original principal sum of **EIGHTY-SIX MILLION SEVEN HUNDRED THREE THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS (\$86,703,846)** or so much thereof as may be advanced pursuant thereto, and interest (all such mortgages, collectively, the "**Mortgage**") affecting the real property described in **Schedule A** hereof (the "**Premises**"); and

WHEREAS, HDFC is the owner of the legal interest in and to the Premises, and CVW Owner LLC is the owner of the beneficial interest in and to the Premises pursuant to a certain Declaration of Interest and Nominee Agreement of even date herewith between HDFC and CVW Owner LLC, which agreement is to be recorded in the office of the City Register, County of Bronx (the "**City Register's Office**") (the "**Nominee Agreement**"); and

WHEREAS, Owner and CVW Owner LLC, collectively as landlord, and CVW LIHTC Owner LLC, as tenant, have entered into a master lease of even date herewith, pursuant to which Owner and CVW Owner LLC shall lease one hundred thirty-two (132) dwelling units on the Premises to CVW LIHTC Owner LLC for a term of at least fifty-five (55) years (the "**Master Lease**"); and

WHEREAS, HDFC, CVW Owner LLC and CVW Realty LIHTC Owner LLC ("**CVW LIHTC LLC**") (CVW Owner LLC and CVW LIHTC LLC, collectively, "**Applicant**") have executed a certain Mandatory Inclusionary Housing Declaration of Restrictive Covenants (the "**MIH Declaration**") of even date herewith, which MIH Declaration is to be recorded in the City Register's Office immediately following the execution thereof; and

WHEREAS, CVW Owner LLC and HDFC have mortgaged their respective interests in the Premises to Mortgagees under the Mortgage;

WHEREAS, Applicant plans to construct new mixed use improvements upon the Premises (the "Project"); and

WHEREAS, the Restrictive Declaration was entered into under the Mandatory Inclusionary Housing Program, which is governed by Section 23-90 of the New York City Zoning Resolution (the "Resolution") and the Inclusionary Housing Program Guidelines (the "Guidelines") (the Guidelines and the Resolution are collectively referred to as the "Program"); and

WHEREAS, the Restrictive Declaration provides that neither CVW Owner LLC nor Owner shall mortgage or otherwise encumber its interest in the Premises or the Restrictive Declaration without the prior written consent of HPD and that, if HPD consents to a mortgage loan, the lender must subordinate the loan to all of the terms and conditions of the Restrictive Declaration; and

WHEREAS, CVW Owner LLC and Owner have entered into the Mortgage with HDC and other instruments with HDC, a certain Regulatory Agreement, of even date herewith with HDC and HPD (the "HDC-HPD Regulatory Agreement"), which instruments and HDC-HPD Regulatory Agreement evidence or secure obligations of the Premises with Mortgagees (collectively, the "Other Loan Documents"; the Mortgage and the Other Loan Documents are referred to collectively as the "Loan Documents"); and

WHEREAS, HPD has consented to the Loan Documents on the condition that Mortgagees subordinate the Loan Documents to all the terms and conditions of the Restrictive Declaration in the manner hereinafter described.

NOW THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, Mortgagees hereby represent to and agree with HPD, notwithstanding any contrary term, provision, agreement, covenant, warranty, and/or representation contained or implied in any Loan Documents or other document executed in connection with the Premises, that:

1. The Loan Documents are and shall continue to be subject and subordinate to the terms, covenants, agreements, and conditions of the Restrictive Declaration.
2. As used in this Agreement (a) the term "**Mortgage**" shall refer to any amendments, replacements, substitutions, extensions, modifications, or renewals thereof, and (b) the term "**Mortgagee**" shall include any of Mortgagees' successors and assigns.
3. As used in this Agreement, the phrase "**subject and subordinate**" means that:
 - (a) to the extent there are any inconsistencies between the provisions of the Restrictive Declaration and any provisions of the Loan Documents, the provisions of the Restrictive Declaration shall take priority over the inconsistent provisions of the Loan Documents, except as provided herein, provided however, that during such time as the Affordable Housing Units (as defined in the Restrictive Declaration) are also subject to the HDC-HPD Regulatory Agreement then, (a) in the event of any conflict or ambiguity between the provisions of the Restrictive Declaration and the HDC-HPD Regulatory Agreement, the more restrictive of the

applicable provisions of the Restrictive Declaration and the HDC-HPD Regulatory Agreement shall govern, and (b) nothing hereunder, shall limit, reduce or affect in any way any restrictions imposed on the operation or occupancy of the Affordable Housing Units, including, but not limited to, Section 5, Section 6, Section 10 and Section 21 of the Restrictive Declaration; and

- (b) if any of Mortgagees or if any person or entity becomes the owner of the Premises (including, if the Premises is defined as a leasehold interest as well as a fee interest, the owner of such leasehold interest) by foreclosure, conveyance in lieu of foreclosure, or otherwise (the "New Owner"), (i) the Restrictive Declaration shall continue in full force and effect and any such Mortgagee and New Owner shall have no right to disturb the rights of HPD under the Restrictive Declaration, (ii) HPD shall not be named as a defendant in any action or proceeding to foreclose the Mortgage or otherwise enforce any such Mortgagees' or the New Owner's rights thereunder, except as set forth below, and (iii) the Premises shall be subject to the Restrictive Declaration in accordance with the provisions thereof; provided, however, that any such Mortgagee and the New Owner shall not be liable for any act or omission of Applicant or bound by any subsequent amendment of or modification to the Restrictive Declaration without its written consent. Subject to the foregoing, nothing contained herein shall prevent any of Mortgagees or the New Owner from naming HPD in any foreclosure or other action or proceeding initiated by any of Mortgagees or New Owner pursuant to the Mortgage to the extent necessary under applicable law in order for any of Mortgagees or the New Owner to avail itself of and complete the foreclosure or other remedy.
4. Upon a declaration of default under the Restrictive Declaration, HPD shall give each Mortgagee hereunder notice thereof by hand delivery or reputable overnight courier and a period of sixty (60) days or other such reasonable opportunity to cure (if such default can be cured), provided, however, that Mortgagees shall have no obligation to cure any such default. If any Mortgagee cures the default during such cure period (if any) or has commenced to cure the specified default within such period and is diligently pursuing completion of such cure, or has commenced the exercise of remedies under the Loan Documents within such period, HPD shall not exercise any of the remedies under the Restrictive Declaration by reason of such default. Nothing herein shall limit HPD's right to consent to a replacement manager pursuant to Paragraph 6 herein.
5. Each Mortgagee hereby acknowledges that it has no interest in or rights to any funds held in the Special Reserve Fund pursuant to the Restrictive Declaration.
6. Notwithstanding anything contained in the Restrictive Declaration or the Loan Documents, neither HPD nor any of Mortgagees may assume responsibility for management of the Affordable Housing Units or designate a third party to manage the Affordable Housing Units without the consent of the other. If, in the exercise of its remedies under the Restrictive Declaration, HPD notifies Mortgagees of its intention to install a replacement manager of the Affordable Housing Units, then Mortgagees' consent to such manager shall not be unreasonably withheld or delayed. If, in the exercise of its remedies under the Loan Documents, any of Mortgagees notifies HPD of its intention to install a replacement manager of the Affordable Housing Units, then HPD's consent to such manager shall not be unreasonably withheld or delayed. The aforesaid provisions shall apply to management of the Premises (and not only management of the Affordable Housing Units) if it is not

feasible or practical for the Affordable Housing Units to be managed separately from the rest of the Premises.

7. Upon a casualty to a building on the Premises,

(i) In the event of a casualty, HPD agrees that, subject to the terms and conditions set forth in this Section 7 below and Section 11 of the Restrictive Declaration, the proceeds of the insurance on the Project shall be utilized as may be determined by Mortgagees in accordance with the Loan Documents.

(ii) (A) In the event of a partial casualty, to the extent that any additional floor area created pursuant to the Restrictive Declaration continues to exist or is reconstructed after such casualty, the Affordable Housing Units (as defined in the Restrictive Declaration) shall be reconstructed so as to maintain in the Building (as defined in the Restrictive Declaration) the same ratio of Affordable Housing Units to the additional floor area as existed prior to such casualty, notwithstanding the availability of, or priority of payment of, insurance proceeds, and the terms of the Restrictive Declaration shall remain in full force and effect.

(B) If Applicant and Mortgagees determine that due to the nature of the casualty and the condition of the remaining structure that it is not practicable to include the Affordable Housing Units as originally configured in the replacement building, then the Affordable Housing Units may be reconstructed in a location other than the Premises in accordance with the requirements of the Restrictive Declaration and the Program.

(iii) In the event of a total casualty, where all additional floor area created pursuant to the Restrictive Declaration ceases to exist and Applicant elects not to utilize the additional floor area in the restored building, if any, then all insurance proceeds shall be applied in accordance with the Loan Documents.

(iv) If the building containing the Affordable Housing Units is reconstructed as provided in this Section 7 and Section 11 of the Restrictive Declaration, then: (A) at such time as the restored portion of the Building or any new building is ready for occupancy, the Affordable Housing Units on each restored floor shall be made available for occupancy and re-rented concurrently with the market rate units in the Building; (B) the Affordable Housing Units shall be restored, repaired, replaced, rebuilt, altered or otherwise improved in accordance with the Restrictive Declaration and the Program in effect as of the date hereof; (C) any such construction shall be free of all violations under the New York City Building Code, the New York State Multiple Dwelling Law and the New York City Housing Maintenance Code and (D) the Restrictive Declaration shall, upon request of the Department, be amended to reflect any changes to the number, configuration or location of the Affordable Housing Units in any replacement building or off site location made in accordance with this Section 7 or Section 11 of the Restrictive Declaration.

8. No failure to exercise and no delay in exercising, on the part of HPD, of any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege operate as a waiver of any other right, power or privilege under this Agreement.

9. The covenants, provisions and terms of this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of New York, and shall be binding upon and inure to the benefit of Mortgagees, HPD, and their respective successors, transferees, and assigns.
10. Neither this Agreement nor any provision hereof (including this paragraph) may be changed, modified, amended, waived, supplemented, discharged, abandoned, or terminated orally except by an instrument in writing signed by the party against whom enforcement of the change, modification, amendment, waiver, discharge, abandonment, or termination is sought.
11. All notices, approvals, requests, waivers, consents or other communications given or required to be given under this Agreement shall be in writing and sent as follows:

If to HPD, in duplicate, to: Department of Housing Preservation and Development
100 Gold Street
New York, NY 10038
Attn: Associate Commissioner, Housing Incentives

and: Department of Housing Preservation and Development
100 Gold Street
New York, NY 10038
Attn: General Counsel

If to HDC, in duplicate, to: New York City Housing Development Corporation
110 William Street
New York, NY 10038
Attn: Senior Vice President for Housing

and: New York City Housing Development Corporation
110 William Street
New York, NY 10038
Attn: General Counsel

If to Bank, in duplicate, to: Wells Fargo Bank, National Association
Community Lending and Investment
150 East 42nd Street, 36th Floor
New York, New York 10017
MAC: J0161-361
Attention: Elizabeth Oakley Steckart

and: Wells Fargo Bank, National Association
Community Lending and Investment
150 East 42nd Street, 36th Floor
New York, New York 10017
MAC: J0161-361
Attention: Loan Administration

With a copy to: Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019

Attention: Aviva Yakren, Esq.

Notices must be hand delivered, sent by overnight delivery (e.g., FEDEX) or sent by certified or registered U.S. mail, return receipt requested. Notice shall be deemed to have been given upon delivery if sent by hand delivery, U.S. mail or overnight delivery. Each party named above may designate a change of address by written notice to all of the other parties.

12. This Agreement shall be recorded against the Premises immediately after the execution hereof, in the City Register's Office and Applicant and/or Owner shall pay all required fees and taxes in connection therewith.
13. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.
14. During the period that the Affordable Housing Units are also subject to the HDC Regulatory Agreement, then, (a) in the event of any conflict or ambiguity between the provisions of the Restrictive Declaration and the HDC-HPD Regulatory Agreement, the more restrictive of the applicable provisions of the Restrictive Declaration and the HDC-HPD Regulatory Agreement shall govern, and (b) nothing therein, including, but not limited to, Section 5, Section 6, Section 10 and Section 21 of the Restrictive Declaration, shall limit, reduce or affect in any way the duration of any restrictions imposed on the operation or occupancy of the Affordable Housing Units by the Restrictive Declaration.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

By: _____
Anthony R. Richardson, Senior Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Elizabeth Oakley Steckart, Vice President

**THE CITY OF NEW YORK
BY: DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**

By:  _____
Louise Carroll, Associate Commissioner

APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
UNTIL DECEMBER 31, 2017

By: /s/ Howard Friedman
Acting Corporation Counsel

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

On this ____ day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Anthony R. Richardson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On this ____ day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Elizabeth Oakley Steckart**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On this ____ day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Louise Carroll**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

BENJAMIN STEINER
Notary Public, State of New York
No. 025T6043316
Qualified in New York County
Commission Expires June 12, 2018

SCHEDULE A
Page 1 of 3

The Premises

BLOCK 2458, LOT 13

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE A

Page 2 of 3

BLOCK 2458, LOT 35

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE A

Page 3 of 3

BLOCK 2458, LOT 49

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

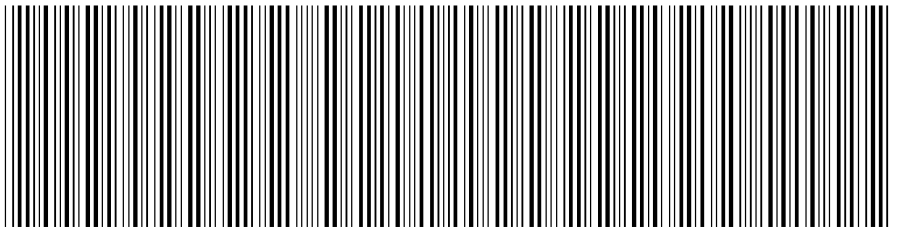
THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2017071300569007001E3494

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 14

Document ID: 2017071300569007

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: SUNDRY AGREEMENT

Document Page Count: 12

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
THE CITY OF NEW YORK DEPT OF HPD
100 GOLD STREET, 5-S2
NEW YORK, NY 10038

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	13	Entire Lot	702 GRAND CONCOURSE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156TH STREET

Property Type: COMMERCIAL REAL ESTATE

Additional Properties on Continuation Page

CROSS REFERENCE DATA

Document ID: 2017071300569006

PARTIES

PARTY 1:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
110 WILLIAM STREET
NEW YORK, NY 10038

PARTY 2:

THE CITY OF NEW YORK
DEPT OF HPD, 100 GOLD STREET
NEW YORK, NY 10038

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 103.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

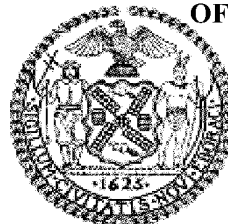
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

City Register File No.(CRFN):

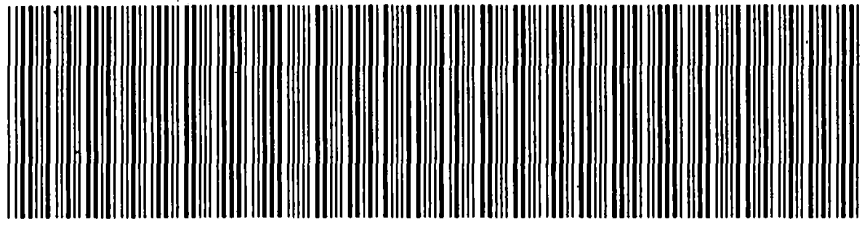
2017000269637



Annette McHill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2017071300569007001C3614

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 14

Document ID: 2017071300569007
Document Type: SUNDRY AGREEMENT

Document Date: 06-28-2017

Preparation Date: 07-13-2017

PROPERTY DATA

Borough	Block Lot	Unit	Address
BRONX	2458 49 Entire Lot		741 CONCOURSE VILLAGE WEST

Property Type: COMMERCIAL REAL ESTATE

PARTIES

PARTY 1:
WELLS FARGO BANK, NATIONAL ASSOCIATION
150 EAST 42ND STREET, 36TH FLOOR
NEW YORK, NY 10017

**SUBORDINATION AND NON-DISTURBANCE AGREEMENT
[MIH RESTRICTIVE DECLARATION]**

**NEW YORK CITY HOUSING DEVELOPMENT CORPORATION,
WELLS FARGO BANK, NATIONAL ASSOCIATION,
and
THE CITY OF NEW YORK**

CONCOURSE VILLAGE WEST

PREMISES AFFECTED BY THIS INSTRUMENT:

**BLOCK
2458**

**LOTS
13, 35, and 49**

ON THE TAX MAP OF THE CITY OF NEW YORK, COUNTY OF BRONX

CT 17-00730-62

RECORD AND RETURN TO:

**THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
OFFICE OF LEGAL AFFAIRS
CONTRACTS AND REAL ESTATE DIVISION
100 GOLD STREET -- 5-S2
NEW YORK, NEW YORK 10038**

THIS SUBORDINATION AND NON-DISTURBANCE AGREEMENT (this "**Agreement**"), made on, the 28th day of June, 2017, by and among **NEW YORK CITY HOUSING DEVELOPMENT CORPORATION**, a corporate governmental agency constituting a public benefit corporation, having an office at 110 William Street New York, NY 10038 ("**HDC**"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association having an office at having an office at 150 East 42nd Street, 36th Floor, New York, New York 10017 ("**Bank**") (HDC and Bank, collectively, "**Mortgagees**" or "**Lenders**"), in favor of **THE CITY OF NEW YORK** a municipal corporation (the "**City**") acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having an office at 100 Gold Street, New York, New York 10038 ("**HPD**").

WHEREAS, HDC holds certain mortgages of even date herewith, made by **Concourse Village West Owner LLC** ("**CVW Owner LLC**") and **HP Concourse Village West Housing Development Fund Company, Inc.** ("**HDFC**") as mortgagors, in favor of HDC as mortgagee, as follows: (a) First Acquisition Loan Mortgage, Assignment of Leases and Rents and Security Agreement securing a promissory note in the original principal amount of **\$9,025,000** (the "**First Acquisition Mortgage**"); (b) First Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement securing a promissory note in the original principal amount of **\$33,796,264** (the "**First BL Mortgage**"); (c) First Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement, dated the date hereof securing a promissory note in the original principal amount of **\$2,103,736** (the "**First PL Mortgage**"); (d) Second Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement securing a promissory note in the original principal amount of **\$14,783,527** (the "**Second BL Mortgage**"); (e) Second Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement securing a promissory note in the original principal amount of **\$6,105,896** (the "**Second PL Mortgage**"); (e) Third Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement securing a promissory note in the original principal amount of **\$20,889,423** (the "**Third BL Mortgage**") which mortgages secure, among other things, the aggregate original principal sum of **EIGHTY-SIX MILLION SEVEN HUNDRED THREE THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS (\$86,703,846)** or so much thereof as may be advanced pursuant thereto, and interest (all such mortgages, collectively, the "**Mortgage**") affecting the real property described in Schedule A hereof (the "**Premises**"); and

WHEREAS, HDFC is the owner of the legal interest in and to the Premises, and CVW Owner LLC is the owner of the beneficial interest in and to the Premises pursuant to a certain Declaration of Interest and Nominee Agreement of even date herewith between HDFC and CVW Owner LLC, which agreement is to be recorded in the office of the City Register, County of Bronx (the "**City Register's Office**") (the "**Nominee Agreement**"); and

WHEREAS, Owner and CVW Owner LLC, collectively as landlord, and CVW LIHTC Owner LLC, as tenant, have entered into a master lease of even date herewith, pursuant to which Owner and CVW Owner LLC shall lease one hundred thirty-two (132) dwelling units on the Premises to CVW LIHTC Owner LLC for a term of at least fifty-five (55) years (the "**Master Lease**"); and

WHEREAS, HDFC, CVW Owner LLC and CVW Realty LIHTC Owner LLC ("**CVW LIHTC LLC**") (CVW Owner LLC and CVW LIHTC LLC, collectively, "**Applicant**") have executed a certain Mandatory Inclusionary Housing Declaration of Restrictive Covenants (the "**MIH Declaration**") of even date herewith, which MIH Declaration is to be recorded in the City Register's Office immediately following the execution thereof; and

WHEREAS, CVW Owner LLC and HDFC have mortgaged their respective interests in the Premises to Mortgagees under the Mortgage;

WHEREAS, Applicant plans to construct new mixed use improvements upon the Premises (the "Project"); and

WHEREAS, the Restrictive Declaration was entered into under the Mandatory Inclusionary Housing Program, which is governed by Section 23-90 of the New York City Zoning Resolution (the "**Resolution**") and the Inclusionary Housing Program Guidelines (the "**Guidelines**") (the Guidelines and the Resolution are collectively referred to as the "**Program**"); and

WHEREAS, the Restrictive Declaration provides that neither CVW Owner LLC nor Owner shall mortgage or otherwise encumber its interest in the Premises or the Restrictive Declaration without the prior written consent of HPD and that, if HPD consents to a mortgage loan, the lender must subordinate the loan to all of the terms and conditions of the Restrictive Declaration; and

WHEREAS, CVW Owner LLC and Owner have entered into the Mortgage with HDC and other instruments with HDC, a certain Regulatory Agreement, of even date herewith with HDC and HPD (the "**HDC-HPD Regulatory Agreement**"), which instruments and HDC-HPD Regulatory Agreement evidence or secure obligations of the Premises with Mortgagees (collectively, the "**Other Loan Documents**"; the Mortgage and the Other Loan Documents are referred to collectively as the "**Loan Documents**"); and

WHEREAS, HPD has consented to the Loan Documents on the condition that Mortgagees subordinate the Loan Documents to all the terms and conditions of the Restrictive Declaration in the manner hereinafter described.

NOW THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, Mortgagees hereby represent to and agree with HPD, notwithstanding any contrary term, provision, agreement, covenant, warranty, and/or representation contained or implied in any Loan Documents or other document executed in connection with the Premises, that:

1. The Loan Documents are and shall continue to be subject and subordinate to the terms, covenants, agreements, and conditions of the Restrictive Declaration.
2. As used in this Agreement (a) the term "**Mortgage**" shall refer to any amendments, replacements, substitutions, extensions, modifications, or renewals thereof, and (b) the term "**Mortgagee**" shall include any of Mortgagees' successors and assigns.
3. As used in this Agreement, the phrase "**subject and subordinate**" means that:
 - (a) to the extent there are any inconsistencies between the provisions of the Restrictive Declaration and any provisions of the Loan Documents, the provisions of the Restrictive Declaration shall take priority over the inconsistent provisions of the Loan Documents, except as provided herein, provided however, that during such time as the Affordable Housing Units (as defined in the Restrictive Declaration) are also subject to the HDC-HPD Regulatory Agreement then, (a) in the event of any conflict or ambiguity between the provisions of the Restrictive Declaration and the HDC-HPD Regulatory Agreement, the more restrictive of the

applicable provisions of the Restrictive Declaration and the HDC-HPD Regulatory Agreement shall govern, and (b) nothing hereunder, shall limit, reduce or affect in any way any restrictions imposed on the operation or occupancy of the Affordable Housing Units, including, but not limited to, Section 5, Section 6, Section 10 and Section 21 of the Restrictive Declaration; and

- (b) if any of Mortgagees or if any person or entity becomes the owner of the Premises (including, if the Premises is defined as a leasehold interest as well as a fee interest, the owner of such leasehold interest) by foreclosure, conveyance in lieu of foreclosure, or otherwise (the "New Owner"), (i) the Restrictive Declaration shall continue in full force and effect and any such Mortgagee and New Owner shall have no right to disturb the rights of HPD under the Restrictive Declaration, (ii) HPD shall not be named as a defendant in any action or proceeding to foreclose the Mortgage or otherwise enforce any such Mortgagees' or the New Owner's rights thereunder, except as set forth below, and (iii) the Premises shall be subject to the Restrictive Declaration in accordance with the provisions thereof; provided, however, that any such Mortgagee and the New Owner shall not be liable for any act or omission of Applicant or bound by any subsequent amendment of or modification to the Restrictive Declaration without its written consent. Subject to the foregoing, nothing contained herein shall prevent any of Mortgagees or the New Owner from naming HPD in any foreclosure or other action or proceeding initiated by any of Mortgagees or New Owner pursuant to the Mortgage to the extent necessary under applicable law in order for any of Mortgagees or the New Owner to avail itself of and complete the foreclosure or other remedy.
4. Upon a declaration of default under the Restrictive Declaration, HPD shall give each Mortgagee hereunder notice thereof by hand delivery or reputable overnight courier and a period of sixty (60) days or other such reasonable opportunity to cure (if such default can be cured), provided, however, that Mortgagees shall have no obligation to cure any such default. If any Mortgagee cures the default during such cure period (if any) or has commenced to cure the specified default within such period and is diligently pursuing completion of such cure, or has commenced the exercise of remedies under the Loan Documents within such period, HPD shall not exercise any of the remedies under the Restrictive Declaration by reason of such default. Nothing herein shall limit HPD's right to consent to a replacement manager pursuant to Paragraph 6 herein.
5. Each Mortgagee hereby acknowledges that it has no interest in or rights to any funds held in the Special Reserve Fund pursuant to the Restrictive Declaration.
6. Notwithstanding anything contained in the Restrictive Declaration or the Loan Documents, neither HPD nor any of Mortgagees may assume responsibility for management of the Affordable Housing Units or designate a third party to manage the Affordable Housing Units without the consent of the other. If, in the exercise of its remedies under the Restrictive Declaration, HPD notifies Mortgagees of its intention to install a replacement manager of the Affordable Housing Units, then Mortgagees' consent to such manager shall not be unreasonably withheld or delayed. If, in the exercise of its remedies under the Loan Documents, any of Mortgagees notifies HPD of its intention to install a replacement manager of the Affordable Housing Units, then HPD's consent to such manager shall not be unreasonably withheld or delayed. The aforesaid provisions shall apply to management of the Premises (and not only management of the Affordable Housing Units) if it is not

feasible or practical for the Affordable Housing Units to be managed separately from the rest of the Premises.

7. Upon a casualty to a building on the Premises,

(i) In the event of a casualty, HPD agrees that, subject to the terms and conditions set forth in this Section 7 below and Section 11 of the Restrictive Declaration, the proceeds of the insurance on the Project shall be utilized as may be determined by Mortgagees in accordance with the Loan Documents.

(ii) (A) In the event of a partial casualty, to the extent that any additional floor area created pursuant to the Restrictive Declaration continues to exist or is reconstructed after such casualty, the Affordable Housing Units (as defined in the Restrictive Declaration) shall be reconstructed so as to maintain in the Building (as defined in the Restrictive Declaration) the same ratio of Affordable Housing Units to the additional floor area as existed prior to such casualty, notwithstanding the availability of, or priority of payment of, insurance proceeds, and the terms of the Restrictive Declaration shall remain in full force and effect.

(B) If Applicant and Mortgagees determine that due to the nature of the casualty and the condition of the remaining structure that it is not practicable to include the Affordable Housing Units as originally configured in the replacement building, then the Affordable Housing Units may be reconstructed in a location other than the Premises in accordance with the requirements of the Restrictive Declaration and the Program.

(iii) In the event of a total casualty, where all additional floor area created pursuant to the Restrictive Declaration ceases to exist and Applicant elects not to utilize the additional floor area in the restored building, if any, then all insurance proceeds shall be applied in accordance with the Loan Documents.

(iv) If the building containing the Affordable Housing Units is reconstructed as provided in this Section 7 and Section 11 of the Restrictive Declaration, then: (A) at such time as the restored portion of the Building or any new building is ready for occupancy, the Affordable Housing Units on each restored floor shall be made available for occupancy and re-rented concurrently with the market rate units in the Building; (B) the Affordable Housing Units shall be restored, repaired, replaced, rebuilt, altered or otherwise improved in accordance with the Restrictive Declaration and the Program in effect as of the date hereof; (C) any such construction shall be free of all violations under the New York City Building Code, the New York State Multiple Dwelling Law and the New York City Housing Maintenance Code and (D) the Restrictive Declaration shall, upon request of the Department, be amended to reflect any changes to the number, configuration or location of the Affordable Housing Units in any replacement building or off site location made in accordance with this Section 7 or Section 11 of the Restrictive Declaration.

8. No failure to exercise and no delay in exercising, on the part of HPD, of any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege operate as a waiver of any other right, power or privilege under this Agreement.

9. The covenants, provisions and terms of this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the State of New York, and shall be binding upon and inure to the benefit of Mortgagees, HPD, and their respective successors, transferees, and assigns.
10. Neither this Agreement nor any provision hereof (including this paragraph) may be changed, modified, amended, waived, supplemented, discharged, abandoned, or terminated orally except by an instrument in writing signed by the party against whom enforcement of the change, modification, amendment, waiver, discharge, abandonment, or termination is sought.
11. All notices, approvals, requests, waivers, consents or other communications given or required to be given under this Agreement shall be in writing and sent as follows:

If to HPD, in duplicate, to: Department of Housing Preservation and Development
100 Gold Street
New York, NY 10038
Attn: Associate Commissioner, Housing Incentives

and: Department of Housing Preservation and Development
100 Gold Street
New York, NY 10038
Attn: General Counsel

If to HDC, in duplicate, to: New York City Housing Development Corporation
110 William Street
New York, NY 10038
Attn: Senior Vice President for Housing

and: New York City Housing Development Corporation
110 William Street
New York, NY 10038
Attn: General Counsel

If to Bank, in duplicate, to: Wells Fargo Bank, National Association
Community Lending and Investment
150 East 42nd Street, 36th Floor
New York, New York 10017
MAC: J0161-361
Attention: Elizabeth Oakley Steckart

and: Wells Fargo Bank, National Association
Community Lending and Investment
150 East 42nd Street, 36th Floor
New York, New York 10017
MAC: J0161-361
Attention: Loan Administration

With a copy to: Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019

Attention: Aviva Yakren, Esq.

Notices must be hand delivered, sent by overnight delivery (e.g., FEDEX) or sent by certified or registered U.S. mail, return receipt requested. Notice shall be deemed to have been given upon delivery if sent by hand delivery, U.S. mail or overnight delivery. Each party named above may designate a change of address by written notice to all of the other parties.

12. This Agreement shall be recorded against the Premises immediately after the execution hereof, in the City Register's Office and Applicant and/or Owner shall pay all required fees and taxes in connection therewith.
13. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.
14. During the period that the Affordable Housing Units are also subject to the HDC Regulatory Agreement, then, (a) in the event of any conflict or ambiguity between the provisions of the Restrictive Declaration and the HDC-HPD Regulatory Agreement, the more restrictive of the applicable provisions of the Restrictive Declaration and the HDC-HPD Regulatory Agreement shall govern, and (b) nothing therein, including, but not limited to, Section 5, Section 6, Section 10 and Section 21 of the Restrictive Declaration, shall limit, reduce or affect in any way the duration of any restrictions imposed on the operation or occupancy of the Affordable Housing Units by the Restrictive Declaration.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

By: 
Anthony R. Richardson, Senior Vice President

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Elizabeth Oakley Steckart, Vice President

THE CITY OF NEW YORK

BY: DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

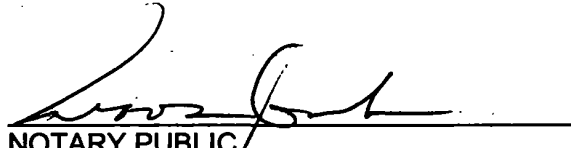
By: 
Louise Carroll, Associate Commissioner

APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
UNTIL DECEMBER 31, 2017

By: /s/ Howard Friedman
Acting Corporation Counsel

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

On this 23 day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Anthony R. Richardson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC
FRANJA B. GRIELEN
Notary Public, State of New York
Reg. No. 01GR4878542
Qualified in New York County
Commission Expires November 24, 2018 **SEAL**

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

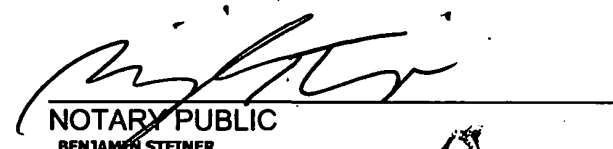
On this 23 day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Elizabeth Oakley Steckart**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

SEAL 

NOTARY PUBLIC
FRANJA B. GRIELEN
Notary Public, State of New York
Reg. No. 01GR4878542
Qualified in New York County
Commission Expires November 24, 2018

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

On this 23 day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Louise Carroll**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC
BENJAMIN STEINER
Notary Public, State of New York
No. 02ST6043316
Qualified in New York County
Commission Expires June 12, 2018

SEAL

SCHEDULE A
Page 1 of 3

The Premises

BLOCK 2458, LOT 13

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE A
Page 2 of 3

BLOCK 2458, LOT 35

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE A

Page 3 of 3

BLOCK 2458, LOT 49

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

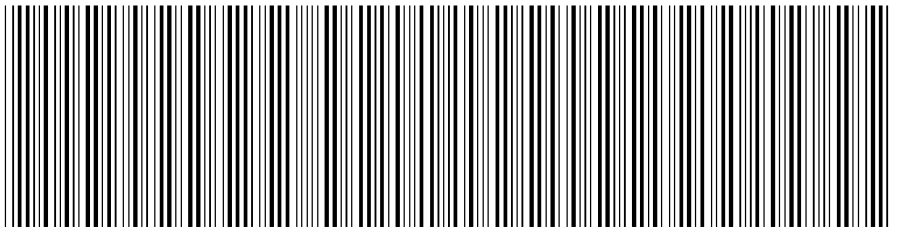
THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2017071300569008001E35C0

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 66

Document ID: 2017071300569008

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: AGREEMENT

Document Page Count: 64

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
NYC HOUSING DEV. CORPORATION
110 WILLIAM STREET
NEW YORK, NY 10038

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	13	Entire Lot	702 GRAND CONCOURSE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156TH STREET

Property Type: COMMERCIAL REAL ESTATE

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

CONCOURSE VILLAGE WEST OWNER LLC
40 FULTON STREET, 12TH FLOOR
NEW YORK, NY 10038

PARTY 2:

THE CITY OF NEW YORK
DEPT OF HPD, 100 GOLD STREET
NEW YORK, NY 10038

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 363.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

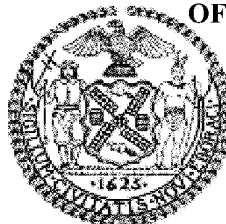
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

City Register File No.(CRFN):

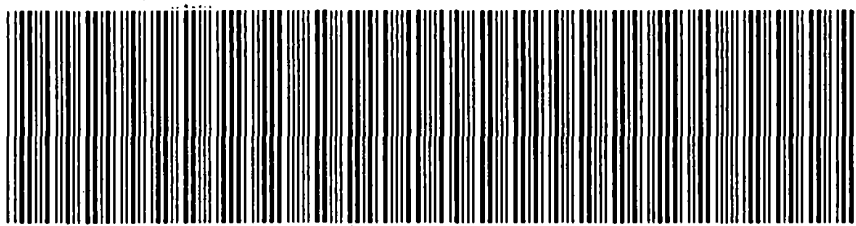
2017000269638



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 66

Document ID: 2017071300569008
Document Type: AGREEMENT

Document Date: 06-28-2017

Preparation Date: 07-13-2017

PROPERTY DATA

Borough	Block Lot	Unit	Address
BRONX	2458 49 Entire Lot		741 CONCOURSE VILLAGE WEST

Property Type: COMMERCIAL REAL ESTATE

PARTIES

PARTY 1:
CVW REALTY LIHTC OWNER LLC
40 FULTON STREET, 12TH FLOOR
NEW YORK, NY 10038

PARTY 1:
HP CONCOURSE VILLAGE WEST H.D.F.CO., INC.
242 WEST 36TH STREET
NEW YORK, NY 10018

PARTY 1:
NEW YORK CITY HOUSING DEVELOPMENT
CORPORATION
110 WILLIAM STREET
NEW YORK, NY 10038

REGULATORY AGREEMENT

among

CONCOURSE VILLAGE WEST OWNER LLC,

CVW REALTY LIHTC OWNER LLC,

HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

and

**THE CITY OF NEW YORK, ACTING BY AND THROUGH ITS DEPARTMENT OF
HOUSING PRESERVATION AND DEVELOPMENT**

June 28, 2017

BLOCK: 2458

LOTS: 35, 13 and 49

COUNTY: Bronx

CT 17-00030-12

RECORD AND RETURN TO:

**New York City Housing Development Corporation
110 William Street
New York, NY 10038
Attention: General Counsel**

REGULATORY AGREEMENT (as may be amended, this "Agreement"), entered into as of June 28, 2017, among **CONCOURSE VILLAGE WEST OWNER LLC** (the "Beneficial Owner"), a New York limited liability company with an address at c/o Azimuth Development Group, 40 Fulton Street, 12th Floor, New York, New York 10038, **CVW REALTY LIHTC OWNER LLC** (the "Master Tenant"), a New York limited liability company with an address at c/o Azimuth Development Group, 40 Fulton Street, 12th Floor, New York, New York 10038, **HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.**, (the "Legal Owner"), and together with the Beneficial Owner and Master Tenant, jointly and severally, the "Sponsor"), a New York not-for-profit corporation with an address at 242 West 36th Street, New York, New York 10018, **NEW YORK CITY HOUSING DEVELOPMENT CORPORATION** ("HDC"), a New York public benefit corporation with its address at 110 William Street, New York, NY 10038, and **THE CITY OF NEW YORK** (the "City"), acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT** ("HPD"), with its address at 100 Gold Street, New York, NY 10038.

PRELIMINARY STATEMENT

WHEREAS, HDC and HPD have agreed to provide a portion of the construction and permanent financing for a rental housing development and related facilities, to be constructed on the premises identified in Schedule A (the "Premises"), as further described in Schedule B (the "Project");

WHEREAS, as of the date of this Agreement, the Beneficial Owner and the Legal Owner have entered into a Declaration of Interest and Nominee Agreement (the "Nominee Agreement"), pursuant to which the Beneficial Owner is the beneficial owner of the Premises and the Legal Owner retains the record fee title to the Premises;

WHEREAS, as of the date of this Agreement, the Beneficial Owner and the Legal Owner, together as landlord, have master leased the Tax Code Units (as defined below; capitalized terms used but not defined in this preliminary statement are defined in Section 1.01) to the Master Tenant pursuant to a master lease (the "Tax Code Units Master Lease");

WHEREAS, the Sponsor intends to create a commercial condominium on the Premises, pursuant to which the Premises will contain three buildings with ten condominium units: each of the three buildings shall contain a separate low income condominium unit (the three low income condominium units, collectively, the "Tax Code Units Condo Unit"); each of the three buildings shall contain a separate moderate income condominium unit (the three moderate income condominium units, collectively, the "Non-Tax Code Units Condo Unit"); one of the buildings shall also contain a parking condominium unit and a retail condominium unit, and another of the buildings shall also contain a parking condominium unit and a community facility condominium unit. The Tax Code Units Condo Unit is expected to receive Tax Credits and comprise the "building" for purposes of Section 42 of the Tax Code;

WHEREAS, as of the date of this Agreement, the Beneficial Owner has master leased the portion of the Premises that will constitute the retail condominium unit, two parking condominium units and community facility unit (collectively, the "Non Residential Space") to CVW Master Tenant LLC, a New York limited liability company (the "Commercial Master Tenant") ("Commercial Master Lease");

WHEREAS, HDC has agreed to make, pursuant to the HDC Commitment (as defined below):
(i) a first mortgage loan to the Beneficial Owner in the aggregate principal amount of \$44,925,000 (the "HDC Construction Loan"), which upon the Permanent Conversion will be

partially prepaid and will become a permanent mortgage loan in the aggregate principal amount of \$32,200,000 (the "HDC Permanent Loan" and together with the HDC Construction Loan, the "HDC Loan", (ii) a subordinate mortgage loan to the Beneficial Owner in the aggregate principal amount of \$20,889,423 (the "HDC Additional Loan"), and (iii) a third-position mortgage loan to the Beneficial Owner in the aggregate principal amount of \$20,889,423, to be funded by a grant of funds from HPD to HDC pursuant to a Grant Agreement between HPD and HDC, dated as of the date of this Agreement (the "HDC Third Loan" and together with the HDC Loan and the HDC Additional Loan, the "HDC Financing"); the HDC Financing will be evidenced by notes made by the Beneficial Owner and dated as of the date of this Agreement (collectively, and as may be amended, the "HDC Mortgage Note") and secured by mortgages made by the Sponsor and dated as of the date of this Agreement (collectively, and as may be amended, the "HDC Mortgage");

WHEREAS, the Master Tenant is expected to join the Beneficial Owner as a joint and several co-borrower under the HDC Financing at or prior to Permanent Loan Closing;

WHEREAS, the Beneficial Owner has requested that Wells Fargo Bank, N.A. (the "Credit Provider") extend a stand-by letter of credit (the "Credit Instrument") for the benefit of HDC to further secure the Beneficial Owner's obligation to HDC under the HDC Construction Loan; the Credit Provider will service the HDC Financing while the Credit Instrument is in place, pursuant to a Servicing and Release Agreement dated as of the date of this Agreement among the Beneficial Owner, the Credit Provider and HDC (as may be amended, the "Servicing and Release Agreement");

WHEREAS, the Beneficial Owner has applied to receive an allocation of Tax Credits from HPD by reason of the issuance of the Obligations by HDC, and an extended low income housing commitment is required pursuant to the Tax Code; the Tax Credits equity investor in the Master Tenant will be Wells Fargo Affordable Housing Community Development Corporation (the "Tax Credit Investor");

WHEREAS, the Sponsor expects to receive Real Property Tax Benefits;

WHEREAS, HDC requires that the Project and the Sponsor comply with marketing, occupancy and operating requirements as a condition to the provision of the HDC Financing, in order to fulfill HDC's statutory purpose of providing housing for people and families for whom the ordinary operations of private enterprise cannot provide an adequate supply of safe, sanitary and affordable housing;

WHEREAS, HPD requires that the Project and the Sponsor comply with marketing, occupancy and operating requirements as a condition to the making of the HDC Third Loan and the allocation of the Tax Credits;

WHEREAS, in order for the Project to have the benefit of the HDC Financing and the Tax Credits, HDC and HPD require that the Sponsor (i) agree to operate the Project in accordance with this Agreement and (ii) agree that the restrictions in this Agreement shall run with the Premises and bind all of the successors and assigns of the Sponsor, for so long as set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I. DEFINITIONS

SECTION 1.01 Definitions. In this Agreement, the following terms shall have the meanings set forth below:

"Actual Rent" shall have the meaning set forth in Section 5.03.

"Agreement" shall have the meaning set forth in the preamble.

"AMI" shall mean the area median income for the New York metropolitan area, as determined by HUD from time to time, for a family of four, as adjusted for family size. All percentage of AMI numbers provided in this Agreement shall be calculated as the appropriate percentage adjustment to the income levels, as determined by HUD from time to time, for 50% of AMI families (also known as "very low income" families), as adjusted for family size. For example, 60% of AMI is equal to 120% of the 50% of AMI figure published by HUD, and 100% of AMI is equal to 200% of the 50% of AMI figure. If HUD publishes the income levels for a percentage of AMI number other than 50% of AMI, then HDC and HPD may determine, in their sole discretion, to use the HUD-published numbers for that income level rather than the calculation described above. For the purposes of determining rents for Income-Restricted Units, incomes shall be adjusted for family size as follows: Units with no bedrooms shall be treated as being occupied by a one-person family, and units with one or more bedrooms shall be treated as being occupied by 1.5 people per bedroom, regardless of the actual number of people occupying the unit.

"Annual Income" shall mean the current gross income of the Household, calculated in a manner consistent with the determination of low income families under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as was in effect immediately before such termination).

"Applicable AMI Limit" shall mean for any Tax Code Unit, the percentage of AMI specified as the income restriction for occupancy of the unit, as set forth in Section 4.02, such that, by way of example, the Applicable AMI Limit for a 60% of AMI Unit is 60% of AMI, and for any Non-Tax Code Income-Restricted Unit, the percentage of AMI specified for the initial rents as set forth in Schedule B.

"Beneficial Owner" shall have the meaning set forth in the preamble.

"Bond Counsel" shall mean an attorney or firm of attorneys of nationally recognized standing in the law of municipal, state and public agency financing, as selected by HDC.

"City" shall have the meaning set forth in the preamble.

"Compliance Period" shall have the meaning set forth in Section 6.02.

"Construction Loan Closing" shall mean the closing of the HDC Financing.

"Credit Instrument" shall have the meaning set forth in the WHEREAS clauses.

"Credit Provider" shall have the meaning set forth in the WHEREAS clauses.

"Default Rate" shall mean the U.S. prime rate of interest as reported from day to day in The Wall Street Journal, plus 4% per annum, or, if such prime rate is no longer available, the base rate or prime rate of interest of any "Money Center" bank designated by HDC or HPD, in each case in its sole discretion, plus 4% per annum.

"Eligible Tenant" shall mean a tenant who meets the income restrictions and other requirements set forth in this Agreement and the Tax Code, as applicable.

"Event of Default" shall have the meaning set forth in Section 10.01.

"Extended Use Period" shall have the meaning set forth in Section 6.02.

"FMR" shall mean the fair market rent as determined by HUD for the New York metropolitan area and in effect as of the date of the relevant rent determination.

"HDC" shall have the meaning set forth in the preamble.

"HDC Act" shall mean the New York City Housing Development Corporation Act, Article XII of the New York Private Housing Finance Law, as may be amended, and any rules, regulations, policies or procedures promulgated under the statute.

"HDC Additional Loan" shall have the meaning set forth in the WHEREAS clauses.

"HDC Commitment" shall mean the Construction and Permanent Financing Commitment and Agreement with respect to the HDC Financing, among the Beneficial Owner, the Legal Owner, Master Tenant, HDC and the guarantors of certain obligations of the Beneficial Owner, as may be amended.

"HDC Construction Loan" shall have the meaning set forth in the WHEREAS clauses.

"HDC Financing" shall have the meaning set forth in the WHEREAS clauses.

"HDC Loan" shall have the meaning set forth in the WHEREAS clauses.

"HDC Mortgage" shall have the meaning set forth in the WHEREAS clauses.

"HDC Mortgage Note" shall have the meaning set forth in the WHEREAS clauses.

"HDC Permanent Loan" shall have the meaning set forth in the WHEREAS clauses.

"HDC Third Loan" shall have the meaning set forth in the WHEREAS clauses.

"Household" shall mean all of the occupants of a unit whether or not legally related.

"HPD" shall have the meaning set forth in the preamble.

"HUD" shall mean the U.S. Department of Housing and Urban Development (and any successor agency).

"Income-Restricted Unit" shall mean a Tax Code Unit or a Non-Tax Code Income-Restricted Unit.

"Legal Owner" shall have the meaning set forth in the preamble.

"Legal Rent" shall have the meaning set forth in Section 5.02.

"Loan Agreement" shall mean the Building Loan Agreement, and the Project Loan Agreement, if any, among HDC, the Beneficial Owner and the Legal Owner, dated as of the date of this Agreement and as may be amended.

"Loan Documents" shall mean, collectively, the HDC Mortgage, the HDC Mortgage Note and all other documents delivered in connection with the HDC Financing.

"Management Agreement" shall have the meaning set forth in Section 7.01.

"Managing Agent" shall have the meaning set forth in Section 7.01.

"Master Tenant" shall have the meaning set forth in the preamble.

"MIH Units" shall have the meaning set forth in Section 4.02.

"MIH Restrictive Declaration" shall have the meaning set forth in Section 4.02.

"Nominee Agreement" shall have the meaning set forth in the WHEREAS clauses.

“Non-Tax Code Income-Restricted Unit” shall mean any unit that is not a Tax Code Unit, but that is required to be leased pursuant to this Agreement to a tenant who qualifies as an Eligible Tenant with an Annual Income prior to initial occupancy that is at or below an income level or levels specified in Section 4.02. This category includes any units designated in Section 4.02 as having income restrictions for occupancy at any level above 60% of AMI.

“Obligations” shall mean that portion of the obligations issued by HDC to fund the HDC Loan in whole or in part pursuant to the Resolution.

“Occupancy Restriction Period” shall have the meaning set forth in Section 2.01.

“Permanent Conversion” shall mean the conversion of the HDC Financing to the permanent phase.

“Permanently Affordable Unit” shall have the meaning set forth in Section 4.02

“Permitted Mortgages” shall mean the HDC Mortgage and any other mortgage affecting the Premises incurred with the prior written consent of HDC and HPD.

“Premises” shall have the meaning set forth in the WHEREAS clauses.

“Project” shall have the meaning set forth in the WHEREAS clauses.

“Real Property Tax Benefits” shall mean the exemption from or abatement of real property tax with regard to the Project pursuant to Article XI of the New York Private Housing Finance Law, as may be amended.

“Rent Stabilization” shall mean Title 26, Chapter 4 of the New York City Administrative Code (and any successor statute) and the rules and regulations promulgated under the statute.

“Rental Assistance” shall mean rental subsidies provided through Section 8, the Living in Communities rental assistance program administered by the New York City Human Resources Administration (or any successor agency), or any similar rental subsidy program approved by HDC and HPD in their sole discretion.

“Rental Assistance Rent” shall mean the maximum rent for a unit that is eligible to be subsidized under the applicable Rental Assistance program. For example, in the case of any unit occupied by a tenant with a Rental Assistance voucher, the unit will be deemed a Rental Assistance Unit and the Rental Assistance Rent shall be the voucher payment standard as authorized by the government agency issuing the voucher.

“Rental Assistance Unit” shall mean a unit receiving a form of Rental Assistance.

“Resolution” shall mean HDC’s Multi-Family Housing Revenue Bonds Bond Resolution adopted on July 27, 1993, as amended or supplemented.

“Section 8” shall mean a federal rental subsidy pursuant to the Section 8 housing choice voucher program, the Section 8 rental certificate program, the Section 8 project-based rental assistance program, or any successor programs under the United States Housing Act of 1937, as amended.

“Servicing and Release Agreement” shall have the meaning set forth in the WHEREAS clauses.

“Sponsor” shall have the meaning set forth in the preamble.

“State” shall mean the State of New York.

“Student Unit” shall mean a unit where all of the occupants of the unit are students, as defined in Section 152(f)(2) of the Tax Code, subject to the exceptions given in Section 42(i)(3)(D) of the Tax Code.

"Superintendent Unit" shall mean a unit occupied by a resident superintendent or porter of the Project.

"Tax Code" shall mean the Internal Revenue Code of 1986, as may be amended, and any rules or regulations promulgated under the statute.

"Tax Code Units Master Lease" shall have the meaning set forth in the WHEREAS clauses.

"Tax Code Unit" shall mean any unit that is occupied by a tenant who qualified under this Agreement as an Eligible Tenant pursuant to Sections 42 and 142 of the Tax Code, as applicable, prior to initial occupancy. This category includes any units designated in Section 4.02 as having income restrictions for occupancy at any level at or below 60% of AMI. No Student Unit or Superintendent Unit shall qualify as a Tax Code Unit.

"Tax Code Unit Percentage" shall mean the percentage of units (excluding any Superintendent Unit) that are Tax Code Units.

"Tax Code Units Condo Unit" shall have the meaning set forth in the WHEREAS clauses.

"Tax Credit Investor" shall have the meaning set forth in the WHEREAS clauses.

"Tax Credits" shall mean the low income housing tax credits available to the Sponsor due to the inclusion of Tax Code Units in the Project pursuant to Sections 42 and 142 of the Tax Code and any related rules and regulations.

"Unit" or **"unit"** shall mean a residential apartment located in the Project.

SECTION 1.02 **References to this Agreement.** References in this Agreement to specific articles, sections, schedules, etc. refer to provisions in this Agreement unless otherwise noted.

SECTION 1.03 **Headings.** Headings are for reference only and shall not control the interpretation of this Agreement.

SECTION 1.04 **Preliminary Statement; Schedules.** The recitals in the preliminary statement and all schedules to this Agreement are a part of the agreement of the parties and are incorporated in this Agreement for all purposes.

ARTICLE II. TERM OF RESTRICTIONS

SECTION 2.01 **Occupancy Restriction Period.** The Project and the Sponsor shall be subject to the requirements of this Agreement during the Occupancy Restriction Period (as defined in this section), except as may be specifically provided otherwise in this Agreement. The **"Occupancy Restriction Period"** shall mean a minimum of 40 years from the date that is the later of (i) the date that 10% of the units are first occupied and (ii) the date of issuance of the Obligations. The Occupancy Restriction Period may be longer than this minimum period, and shall end on the latest of the following dates:

- (a) the date that is 15 years after the date on which 50% of the units are first occupied;
- (b) the first day on which no Obligation or other tax-exempt private activity obligation with respect to the Project is outstanding;
- (c) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates;

- (d) the date of the end of the Extended Use Period (see Section 6.02);
- (e) the date on which the Real Property Tax Benefits expire;
- (f) the date on which the HDC Mortgage and any other mortgage held by HDC or HPD with respect to the Project have been satisfied;
- (g) 40 years from the date of the Permanent Conversion.

Notwithstanding the foregoing, with respect to the Permanently Affordable Units (as defined in Section 4.02 below and delineated in Schedule B), the Occupancy Restriction Period shall mean a period lasting in perpetuity from the date that is the later of (i) the date that 10% of the units are first occupied and (ii) the date of issuance of the Obligations. Notwithstanding that the Occupancy Restriction Period for the Permanently Affordable Units is intended to last in perpetuity, the following provisions are included in this Agreement to satisfy the requirements of the Tax Code and other financing requirements. This Agreement contains these and other provisions referring to the end of the Occupancy Restriction Period for the Permanently Affordable Units and the period after such Occupancy Restriction Period ends. Any such provisions are included out of caution only and shall not apply barring unforeseen amendment of this Agreement, change in law or court order. In no event shall the Occupancy Restriction Period for the Permanently Affordable Units end prior to the latest of the following dates:

- (i) the date that is 15 years after the date on which 50% of the units are first occupied;
- (ii) the first day on which no Obligation or other tax-exempt private activity obligation with respect to the Project is outstanding;
- (iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates;
- (iv) the date of the end of the Extended Use Period (see Section 6.02);
- (v) the date on which the Real Property Tax Benefits expire;
- (vi) the date on which the HDC Mortgage and any other mortgage held by HDC or HPD with respect to the Project have been satisfied;
- (vii) 60 years from the date of the Permanent Conversion.

SECTION 2.02 Post-Occupancy Restriction Period. Any provisions of this Agreement (i) necessary to preserve the exclusion from gross income for purposes of federal income taxation of interest on the Obligations and (ii) governing the rental of units after the Occupancy Restriction Period ends, and the enforcement of such provisions, shall remain in effect for as long as may be necessary to preserve and enforce such provisions.

SECTION 2.03 Unforeseen Events. This Agreement shall cease to apply in the event, to the extent and for the duration of any involuntary non-compliance caused by fire, seizure, requisition, condemnation, change in federal law or any action of a federal agency after the date of issuance of the Obligations that prevents HDC and HPD from enforcing some or all of this Agreement, or any similar event, if in any such event (i) the Obligations used to provide the Project are retired within a reasonable period, or (ii) the amounts received as a result of the unforeseen event, subject to the rebate requirement of Section 148 of the Tax Code, are used to provide a project that meets the requirements of Section 142(d) of the Tax Code.

SECTION 2.04 Termination; Release.

- (a) Consent of HDC and HPD Required. This Agreement shall not be terminated without the prior written consent of HDC and HPD, except as provided otherwise in this section.
- (b) Foreclosure. In the event of a foreclosure or deed in lieu of foreclosure of the HDC Mortgage, this Agreement shall terminate only (i) upon written request of the owner of the HDC Mortgage, and (ii) if, within a reasonable period, the Obligations are retired (it being agreed that HDC shall cause the Obligations to be retired within a reasonable period pursuant to the terms of the Resolution) and the HDC Additional Loan and the HDC Third Loan are paid in full. However, if the Sponsor or a related person obtains an ownership interest in the Project after any such foreclosure or deed in lieu of foreclosure, but during the Occupancy Restriction Period, this Agreement shall be reinstated in full force and effect.
- (c) Release. At the request of the Sponsor, HDC and HPD shall provide the Sponsor with a release of this Agreement in recordable form upon termination of this Agreement.
- (d) Conversion to Co-Op or Condo. After the Occupancy Restriction Period ends, the Sponsor may convert the Project to cooperative or condominium ownership of individual units. Such a conversion shall not be made pursuant to an eviction plan, as defined by Section 352-eeee of the New York General Business Law, as may be amended.

ARTICLE III. GENERAL COMPLIANCE

SECTION 3.01 Compliance with Laws and Regulations. The Sponsor shall do all things necessary to ensure the following:

- (a) HDC and HPD Financing. The Sponsor shall comply, and shall cause the Project to comply, with (i) this Agreement, (ii) the Loan Documents, (iii) the HDC Act and (iv) any rules adopted by HDC or HPD relating to the HDC Financing or the operation of the Project as may be necessary to enforce this Agreement. Any violation of the requirements of the Loan Documents may be declared an Event of Default under this Agreement.
- (b) Tax-Exempt Obligations. The Sponsor shall comply, and shall cause the Project to comply, with the applicable provisions of the Tax Code and this Agreement in order to preserve the exclusion from gross income for purposes of federal income taxation of interest on the Obligations.
- (c) Tax Credits. The Sponsor shall comply, and shall cause the Project to comply, with (i) the provisions of the Tax Code governing the Tax Credits, (ii) the extended low income housing commitment provisions of this Agreement (Article VI) and (iii) HDC's monitoring procedures with respect to the Tax Credits.
- (d) Real Property Tax Benefits; Other Agreements and Permits. The Sponsor shall do all things necessary: (i) to maintain the Real Property Tax Benefits, (ii) to maintain any permits or agreements with government agencies, including HDC and HPD, in good standing and (iii) to comply with the requirements of such agencies. Any violation of the requirements of the Real Property Tax Benefits, or any permits or agreements with or requirements of any government agencies, may be declared an Event of Default under this Agreement.

SECTION 3.02 More Restrictive Provisions Control. If this Agreement conflicts with any other applicable agreement, law, regulation or permit, or the MIH Restrictive Declaration defined in Section 4.02, or if any provision of this Agreement conflicts with any other provision of this Agreement, the more restrictive provision (as determined by HDC and HPD) shall control.

ARTICLE IV. PROJECT OCCUPANCY

SECTION 4.01 General Compliance. The Sponsor agrees that the occupancy requirements for the Project shall comply with (i) the HDC Act and the rules and regulations of HDC and HPD, including any requirements pertaining to Eligible Tenants or Income-Restricted Units, (ii) all provisions of the Tax Code that may or shall affect (1) the exclusion from gross income for purposes of federal income taxation of interest on the Obligations or (2) the Tax Credits, (iii) any applicable requirements of Rental Assistance and (iv) any other provisions of federal, state or local law or regulation that may be applicable, including the Loan Documents (so long as they remain in effect).

SECTION 4.02 Distribution of Units. The Sponsor shall lease the units (excluding any Superintendent Unit) to Eligible Tenants as provided in this section. In calculating the number of units in each category below, no unit may be counted multiple times unless specifically stated otherwise.

- (a) Tax Code Units. In accordance with the distribution set forth in Schedule B, 132 units shall be Tax Code Units.
 - (i) The Sponsor shall lease no fewer than 23 Tax Code Units solely to Eligible Tenants whose Annual Income upon initial occupancy does not exceed 30% of AMI ("30% of AMI Units").
 - (ii) The Sponsor shall lease no fewer than 13 Tax Code Units solely to Eligible Tenants whose Annual Income upon initial occupancy does not exceed 40% of AMI ("40% of AMI Units").
 - (iii) The Sponsor shall lease no fewer than 13 Tax Code Units solely to Eligible Tenants whose Annual Income upon initial occupancy does not exceed 50% of AMI ("50% of AMI Units").
 - (iv) The Sponsor shall lease no fewer than 83 Tax Code Units solely to Eligible Tenants whose Annual Income upon initial occupancy does not exceed 60% of AMI ("60% of AMI Units").
- (b) Non-Tax Code Income-Restricted Units. In accordance with the distribution set forth in Schedule B, 131 units shall be Non-Tax Code Income-Restricted Units.
 - (i) The Sponsor shall lease no fewer than 20 Non-Tax Code Income-Restricted Units solely to Eligible Tenants whose Annual Income upon initial occupancy does not exceed 90% of AMI ("90% of AMI Units").
 - (ii) The Sponsor shall lease no fewer than 85 Non-Tax Code Income-Restricted Units solely to Eligible Tenants whose Annual Income upon initial occupancy does not exceed 110% of AMI ("110% of AMI Units").
 - (iii) The Sponsor shall lease no fewer than 26 Non-Tax Code Income-Restricted Units solely to Eligible Tenants whose Annual Income upon initial occupancy does not exceed 130% of AMI ("130% of AMI Units").

- (c) **Disability Set-Asides.** The Sponsor shall ensure that a minimum of 5% of the units, or one unit, whichever is greater, is accessible and set aside for Households with a person with a mobility disability. The Sponsor shall ensure that an additional minimum of 2% of the units, or one unit, whichever is greater, is accessible and set aside for Households with a person with a hearing or vision disability.
- (d) **Permanently Affordable Units.** No fewer than 4 of the 30% of AMI Units, no fewer than 11 of the 50% of AMI Units, and no fewer than 24 of the 60% of AMI Units as delineated in Schedule B shall be permanently affordable (the "Permanently Affordable Units").
- (e) **MIH Units.** No fewer than 19 of the 30% of AMI Units, no fewer than 13 of the 40% of AMI Units, no fewer than 2 of the 50% of AMI Units, and no fewer than 35 of the 60% of AMI Units as delineated in Schedule B shall be permanently affordable in accordance with a certain Mandatory Inclusionary Housing Restrictive Declaration of even date herewith and recorded against the Premises (the "MIH Restrictive Declaration") (the "MIH Units").

SECTION 4.03 Changes to Distribution of Units. Except by reason of an involuntary change caused by unforeseen events such as fire, seizure, requisition or condemnation:

- (a) **Changes Violating Certifications.** The Sponsor shall make no changes in the amount of residential and non-residential space or in the number of units, which in the opinion of Bond Counsel, would cause a violation of the certifications presented to HDC with respect to such space or units and adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Obligations; and
- (b) **Tax Code Unit Percentage.** The Sponsor shall not reduce the Tax Code Unit Percentage for the Project below 50.19%, unless the Sponsor receives the prior written consent of HDC and HPD, which may be granted in the sole discretion of HDC and HPD.

SECTION 4.04 General Requirements for Units.

- (a) **Rental to the General Public; Non-Transient Units.** Each unit (excluding any Superintendent Unit) shall be rented or made available for rental on a continuous basis to the general public, subject to any preferences required under this Agreement. None of the units shall be used on a transient basis or as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park.
- (b) **Primary Residence.** Units may only be occupied as a primary residence, as defined by Rent Stabilization, pursuant to a one- or two-year lease and by natural people or families who are otherwise eligible to occupy the unit pursuant to this Agreement. The Sponsor shall only offer a vacant unit for occupancy by natural people or families intending to occupy the unit as their primary residence pursuant to a one- or two-year lease, and shall not cause or permit the sublease or

assignment of any unit for transient occupancy, for occupancy by any Household that is not eligible, or to any corporation or other entity.

- (c) Condition of Units. The units shall be suitable for occupancy and similarly constructed and shall contain living, sleeping, eating, cooking and sanitation facilities for a single person or family.
- (d) Integration of Tax Code Units. The Sponsor shall not segregate or physically isolate Tax Code Units from any other units in the Project, and Tax Code Units shall be reasonably dispersed throughout the Project.

SECTION 4.05 Marketing Guidelines. The Sponsor shall comply with the procedures and requirements of HDC and HPD pertaining to the marketing and rent-up of all Income-Restricted Units, including the use of HDC's forms for verifying Annual Income and Household size. HDC and HPD reserve the right to require that all Income-Restricted Units that become vacant at a future date are marketed pursuant to marketing guidelines provided by HDC or HPD.

SECTION 4.06 Qualification of Eligible Tenants. The Sponsor shall comply with the procedures and requirements of HDC and HPD and any applicable provisions of the Tax Code pertaining to the initial and ongoing qualification of Eligible Tenants.

- (a) Applicant Certifications. Prior to the initial rental of any Income-Restricted Unit or the rental of any Income-Restricted Unit after vacancy, the Sponsor shall determine whether each applicant for the unit qualifies as an Eligible Tenant. The Sponsor shall obtain a certification of Annual Income and Household size from each applicant, along with the documentation necessary to verify the certification. The Sponsor shall verify each certification in a manner consistent with the verification of Annual Income under Section 8. If an applicant is receiving assistance under Section 8, the verification requirement is satisfied if the public housing agency providing the assistance gives the Sponsor a statement indicating that the applicant qualifies as an Eligible Tenant. The Sponsor may consult with HDC and HPD to obtain guidance on the applicant certification process.
- (b) Agency Review Prior to Initial Rental. Prior to the initial rental of any Income-Restricted Unit or the rental of any Income-Restricted Unit after vacancy, the Sponsor shall furnish to HDC (and to HPD, if requested by HPD in writing) the certification of Annual Income and Household size provided by the applicant selected for the unit, along with verification documentation as may be required by HDC, HPD or under the Tax Code in order to review the qualifications of the applicant. No lease for any Income-Restricted Unit shall be executed until the Sponsor has received approval from HDC (and HPD, if applicable).
- (c) Annual Tenant Certifications (Tax Code Units). Upon the establishment of the Tax Code Units Condo Unit as a "building" as defined in Section 42 of the Tax Code, the Sponsor shall certify to HDC as to the Household size and student status of each tenant residing in a Tax Code Unit based on certifications obtained from such tenants. Otherwise, on an annual basis, the Sponsor shall (i) obtain a certification of Annual Income, Household size and student status from each tenant residing in a Tax Code Unit, along with verification documentation, and (ii) determine whether each such tenant continues to qualify as an Eligible Tenant. The Sponsor shall verify each certification as provided in paragraph (a) above.

- (d) Annual Agency Reviews (Tax Code Units). The Sponsor shall furnish to HDC (and to HPD, if requested by HPD in writing), on an annual basis or more frequently if required in writing by HDC or HPD in order to ensure compliance with this Agreement, a certification by the Sponsor documenting the annual tenant certifications provided in accordance with paragraph (c) above, along with verification documentation (if requested by HDC or HPD). The Sponsor shall also furnish any reports or other documents that HDC or HPD reasonably determine are necessary to establish compliance with this Agreement and the Tax Code.
- (e) Tenant's Failure to Certify; Fraud. If a tenant residing in an Income-Restricted Unit fails to provide the Sponsor with certifications and documentation as required within 60 days of the Sponsor's request, or if such a tenant provides false or fraudulent materials at any time, then the Sponsor may, or at the request of HDC or HPD shall, refuse to offer a lease renewal and/or commence legal action to terminate the lease of the tenant.

SECTION 4.07. Changes in Tenant Income. An Eligible Tenant shall be entitled to remain in occupancy and to obtain a lease renewal to the extent provided under Rent Stabilization even if the tenant's Annual Income, after initial occupancy, exceeds the maximum for initial eligibility. No Eligible Tenant may be evicted or have his or her tenancy terminated except for good cause.

SECTION 4.08 Next Available Unit Rules.

- (a) Deep Rent Skewing Project. The Sponsor has not elected to "deep rent skew" the Project. Upon the establishment of the Tax Code Units Condo Unit as a "building" as defined in Section 42 of the Tax Code, if the Annual Income of a tenant in a Tax Code Unit exceeds 140% of the Applicable AMI Limit, then the Sponsor shall lease the next available vacant unit of comparable or smaller size in the Tax Code Units Condo Unit to a tenant whose Annual Income does not exceed the Applicable AMI Limit required by the Tax Code. Otherwise, if the Annual Income of a tenant in a Tax Code Unit exceeds 140% of the Applicable AMI Limit, then the Sponsor shall lease the next available vacant unit of comparable or smaller size that is not a Tax Code Unit to a tenant in the Project whose Annual Income does not exceed the Applicable AMI Limit required by the Tax Code.
- (b) Tenant's Failure to Certify; Fraud. If the Sponsor fails to commence legal action to terminate the lease of a tenant described in Section 4.06(e) and residing in a Tax Code Unit in a prompt manner, or does not diligently pursue the legal action to the satisfaction of HDC and HPD, then the Sponsor shall lease the next available vacant unit of comparable or smaller size to a tenant who qualifies as an Eligible Tenant for a Tax Code Unit (with an income restriction for occupancy at the same level as the unit occupied by the tenant described in Section 4.06(e), if such level is below the income restriction for occupancy that would otherwise apply to the next available unit) prior to renting any other unit of comparable or smaller size.

ARTICLE V. RENTS AND LEASES

SECTION 5.01 Compliance with Rent Stabilization.

- (a) All Units Subject to Rent Stabilization. All units shall be subject to Rent Stabilization and shall remain subject to Rent Stabilization after the Occupancy Restriction Period ends. The Sponsor shall follow all procedures and guidelines of New York State Homes & Community Renewal (“HCR”) (or any successor agency enforcing Rent Stabilization) and all relevant requirements of Rent Stabilization. However, pursuant to a special agreement on rent regulation with the New York State Division of Housing and Community Renewal (a predecessor of HCR), HCR will not regulate the Project in a manner that is inconsistent with the Tax Code or with this Agreement. Where there may be inconsistencies, the more restrictive provisions of the Tax Code and this Agreement shall prevail.
- (b) No Exemptions from Rent Stabilization. The Sponsor shall not claim any exemption or exclusion from Rent Stabilization to which the Sponsor might be entitled with respect to any unit. This includes any exemption or exclusion from the rent limits, lease renewal requirements, registration requirements or other provisions of Rent Stabilization due to (i) the vacancy of a unit where the rent exceeds a prescribed maximum amount, (ii) the fact that the tenant’s income or rent exceeds prescribed maximum amounts, (iii) the nature of the tenant or (iv) any other factor. This section shall continue to apply to Income-Restricted Units after the Occupancy Restriction Period ends until any such unit becomes vacant (except for any vacancy resulting from a breach of the warranty of habitability, harassment, constructive eviction or any similar action caused by the Sponsor).
- (c) Permitted Increases under Rent Stabilization.
 - (i) In General. Where this Agreement allows rent increases under Rent Stabilization for Income-Restricted Units (subject to the other restrictions on increases contained in this Agreement), such language shall permit only those increases that are based on the percentage increases for one- and two-year lease renewals approved annually by the New York City Rent Guidelines Board (or any successor). Subject to the exceptions given in this paragraph (c), rents shall not be increased or registered at a greater amount for any other reason typically allowed under Rent Stabilization, including vacancy lease increases, major capital improvement (“MCI”) increases or individual apartment improvement (“IAI”) increases. This prohibition applies to both Legal Rents (the registered legal regulated rents) and Actual Rents (which are to be registered as preferential rents). To be clear, this section shall not apply after the Occupancy Restriction Period ends.
 - (ii) Exception for Certain Vacancy Lease Increases. Upon vacancy of an Income-Restricted Unit, if the Legal Rent is less than 30% of the Applicable AMI Limit (adjusted for a monthly rent), then the Sponsor may increase the Legal Rent by the lesser of (1) the vacancy lease increase permitted by Rent Stabilization and (2) the amount required to increase the Legal Rent up to 30% of the Applicable AMI Limit (adjusted for a monthly rent).
 - (iii) Exception for MCI and IAI Increases After Year 40. During the period commencing on the 40th anniversary of the date of the Permanent Conversion, with respect to the Permanently Affordable Units, the Sponsor may apply to HCR (or any successor agency enforcing Rent Stabilization) for MCI or IAI increases. If HCR (or any successor agency enforcing Rent Stabilization)

approves the Sponsor's application, then upon lease renewal or vacancy of an Income-Restricted Unit, the Sponsor may increase (1) the Legal Rent by the amount of the MCI or IAI increase so approved by HCR (or any successor agency enforcing Rent Stabilization) and (2) the Actual Rent by the lesser of (A) such MCI or IAI increase and (B) an amount that increases the Actual Rent to 30% of the Applicable AMI Limit (adjusted for a monthly rent).

- (d) Contractual Rent Regulation. If Destabilization (as defined in this paragraph) occurs during the Occupancy Restriction Period, then all units that have undergone Destabilization shall be subject to Contractual Rent Regulation (as defined in this paragraph). If some units remain subject to Rent Stabilization while other units have undergone Destabilization, Contractual Rent Regulation will only apply to the units that have undergone Destabilization. For purposes of this paragraph:
- (i) "Destabilization" shall mean any set of facts that causes Rent Stabilization to no longer apply to the units, whether by expiration, legislative repeal, judicial invalidation or any other reason.
 - (ii) "Contractual Rent Regulation" shall mean the following after Destabilization: (1) The Sponsor shall be required to offer new and renewal leases on the same terms and conditions as had been required by Rent Stabilization at the time of Destabilization (subject however to the provisions in subparagraphs (2) and (3) below) as if the unit were still subject to and not excluded or exempted from any provision of Rent Stabilization, including, but not limited to, any exemption or exclusion regarding rent limits, renewal lease requirements, or any other provision due to (w) the vacancy of a unit where the rent exceeds a prescribed maximum amount, (x) the fact that tenant income or unit rent exceeds prescribed maximum amounts, (y) the nature of the tenant or (z) any other factor. (2) The "Legal Rent," as such term is used in this Agreement, shall be limited by percentage increases calculated based on a method or index established by HPD for determining the maximum increase to Legal Rent upon lease renewal or vacancy. Such method or index shall be based on inflation or on factors substantially equivalent to the factors considered in calculating such increases under Rent Stabilization at the time of Destabilization, and shall incorporate a method for determining and implementing increases to Legal Rent by reason of major capital improvements performed by the Sponsor, to the extent that such increases, if any, are not prohibited under this Agreement. HPD will publish such methodology in the City Record and will provide a copy of the methodology to the Sponsor upon request. (3) Wherever this Agreement limits increases in rent by increases as permitted by Rent Stabilization (or language of similar import), such increases shall be limited by the percentage increases established by HPD as described in subparagraph (2) above.

SECTION 5.02 Registration in Accordance with Rent Stabilization. The Sponsor shall register the rents for each unit in accordance with Rent Stabilization as follows:

- (a) Legal Rents. The initial legal regulated rent for each unit shall be the amount set forth in Schedule B. This amount may increase upon lease renewal or vacancy in accordance with Rent Stabilization (as limited by Section 5.01). This amount, as adjusted from time to time as permitted, shall be the "Legal Rent".

- (b) **Registered Preferential Rents.** If the Actual Rent (as defined in the following section) for a unit is less than the Legal Rent for the unit, then the Actual Rent shall be registered as a preferential rent.
- (c) **Registration of Rents.** The Sponsor shall provide a copy of the initial registration form for all units to HDC (and to HPD, if requested in writing by HPD) prior to the Permanent Conversion.
- (d) **Annual Rent Registration.** After initial registration, on an annual basis and in accordance with Rent Stabilization, the Sponsor shall register the Legal Rent then in effect as the legal regulated rent and the Actual Rent in effect as a preferential rent.

SECTION 5.03 Actual Rents. The Sponsor shall lease each Income-Restricted Unit for a monthly rent that does not exceed the maximum amount permitted below (such amount shall be the "Actual Rent"). The Actual Rent shall be the rent that appears on the lease and that may be collected by the Sponsor (i.e., it shall include the rent paid by the tenant and any rental subsidy, but not the applicable utility allowance). Certain limits given below may in practice equal the same amount.

(a) **Tax Code Units.**

- (i) **Initial Rents.** The initial Actual Rent for a Tax Code Unit that is not a Rental Assistance Unit shall not exceed the least of:

- 1) the Legal Rent (as set forth in Schedule B);
- 2) the initial Actual Rent set forth in Schedule B; and
- 3) 30% of the Applicable AMI Limit (adjusted for a monthly rent).

If the unit is a Rental Assistance Unit, the initial Actual Rent shall not exceed the least of:

- 1) the Legal Rent (as set forth in Schedule B);
- 2) the Rental Assistance Rent; and
- 3) 90% of FMR.

- (ii) **Lease Renewal.** Upon lease renewal for a Tax Code Unit that is not a Rental Assistance Unit, the new Actual Rent shall not exceed the least of:

- 1) the Legal Rent;
- 2) the prior Actual Rent increased as permitted by Rent Stabilization (as limited by Section 5.01); and
- 3) 30% of the Applicable AMI Limit (adjusted for a monthly rent).

If the unit is a Rental Assistance Unit, the Actual Rent upon lease renewal shall not exceed the least of:

- 1) the Legal Rent;
- 2) the Rental Assistance Rent; and
- 3) 90% of FMR.

(iii) **Vacancy**. Upon vacancy of a Tax Code Unit that is not a Rental Assistance Unit, the Actual Rent for the new Eligible Tenant shall not exceed the lesser of:

- 1) the Legal Rent; and
- 2) 30% of the Applicable AMI Limit (adjusted for a monthly rent).

If the unit is a Rental Assistance Unit, the Actual Rent upon vacancy shall not exceed the least of:

- 1) the Legal Rent;
- 2) the Rental Assistance Rent; and
- 3) 90% of FMR.

(iv) **Tax Code Maximums**. In no event shall any tenant of a Tax Code Unit, including those Rental Assistance Units that are also Tax Code Units, pay a rent that is greater than the amount permitted by the Tax Code or, for tenants of Rental Assistance Units, a tenant rent share that is greater than the amount required by the Rental Assistance program and allowed by the Tax Code, nor shall the Sponsor charge an Actual Rent or increase the Actual Rent for any Tax Code Unit except as permitted by the Tax Code.

(b) **Non-Tax Code Income-Restricted Units**.

(i) **Initial Rents**. The initial Actual Rent for a Non-Tax Code Income-Restricted Unit shall not exceed the lesser of:

- 1) the Legal Rent (as set forth in Schedule B); and
- 2) the initial Actual Rent set forth in Schedule B.

(ii) **Lease Renewal**. Upon lease renewal for a Non-Tax Code Income-Restricted Unit, the Sponsor may only increase the Actual Rent to the least of:

- 1) the Legal Rent;
- 2) the prior Actual Rent increased as permitted by Rent Stabilization (as limited by Section 5.01); and
- 3) 30% of the Applicable AMI Limit (adjusted for a monthly rent).

(iii) **Vacancy**. Upon vacancy of a Non-Tax Code Income-Restricted Unit, the Actual Rent for the new Eligible Tenant shall not exceed the lesser of:

- 1) the Legal Rent; and
- 2) an amount that is the greater of (x) the Actual Rent that would have been permitted upon lease renewal for the prior tenant and (y) 30% of the Applicable AMI Limit (adjusted for a monthly rent).

(iv) **2% Floor**. Notwithstanding the provisions of paragraph (b) above, upon lease renewal or vacancy of any Non-Tax Code Income-Restricted Unit, if the percentage increase that is allowed under Rent Stabilization is 2% or greater, but an Actual Rent at 30% of the Applicable AMI Limit (adjusted for a monthly rent) would restrict the rent increase to a percentage increase that is less than 2%, then the Sponsor may increase the tenant's Actual Rent by 2%.

(c) **30% Limits Apply to Gross Rents**. All provisions in this Agreement limiting a rent to 30% of the Applicable AMI Limit shall mean that the sum of the rent and the

applicable utility allowance (i.e., the gross rent) shall not exceed 30% of the Applicable AMI Limit.

SECTION 5.04 Additional Requirements for Rental Assistance Units.

- (a) Tenant's Loss of Rental Assistance. If a Rental Assistance tenant is occupying a Tax Code Unit and the tenant loses Rental Assistance at any time, then the Sponsor shall immediately revise the tenant's Actual Rent to an amount that does not exceed the maximum amount that may be collected under the Tax Code and this Agreement.
- (b) Vacancy; No New Rental Assistance. Upon vacancy of a Tax Code Unit that had been occupied by a tenant with Rental Assistance, if the next tenant identified for the unit does not have Rental Assistance, but the tenant is an Eligible Tenant for a Tax Code Unit, then the Sponsor shall set the Actual Rent for the new tenant in accordance with Section 5.03, and to an amount that does not exceed the maximum amount that may be collected under the Tax Code. The Sponsor shall register this revised Actual Rent as the new preferential rent for the unit.

SECTION 5.05 Post-Occupancy Restriction Period.

- (a) Rents for Income-Restricted Units at 80% of AMI and Below. After the Occupancy Restriction Period ends, but not less than 150 days prior to the end of each lease with an Eligible Tenant who occupies an Income-Restricted Unit having an income restriction for occupancy at 80% of AMI or below (including Tax Code Units), the Sponsor shall request that the tenant submit to the Sponsor a certification of Annual Income and Household size and verification documentation. Lease renewals for these tenants shall be offered as follows:
 - (i) Continuing Eligible Tenants. A tenant with a verified Annual Income and Household size that continues to qualify the tenant as an Eligible Tenant for the unit, as applicable, as of the date of the certification shall be entitled to a lease renewal and shall pay the Actual Rent that would be in effect for the succeeding lease renewal term. Thereafter, the tenant shall be entitled to continued lease renewals, and the rent shall be increased as permitted pursuant to Rent Stabilization for so long as the tenant continues to legally reside in the unit. The tenant shall not be required to provide further certifications of Annual Income and Household size pursuant to this Agreement.
 - (ii) Non-Qualifying Tenants. A tenant with a verified Annual Income and Household size that fails to qualify the tenant as an Eligible Tenant for the unit, as applicable, as of the date of the certification shall be entitled to a lease renewal, but the tenant's rent shall be revised to an amount that is the greater of (a) 30% of the tenant's Annual Income (adjusted for a monthly rent) or (b) the Actual Rent that would be in effect for the succeeding lease renewal term (the "Revised Rent"). The Revised Rent shall not exceed the Legal Rent, however. If the Revised Rent is less than the Legal Rent, the Revised Rent shall be registered with the agency administering Rent Stabilization as the new preferential rent for the unit. Thereafter, the tenant shall be entitled to continued lease renewals, and the rent shall be increased as permitted pursuant to Rent Stabilization for so long as the tenant continues to legally

reside in the unit. The tenant shall not be required to provide further certifications of Annual Income and Household size pursuant to this Agreement.

- (iii) **Tenant's Failure to Certify; Fraud.** In addition to any rights granted to the Sponsor under Section 4.06(e) of this Agreement, if a tenant fails to supply the requested certification and documentation within 60 days of the Sponsor's request, or if a tenant provides false or fraudulent materials, the Sponsor may, at its option, (1) refuse to provide a lease renewal to the tenant or (2) provide such tenant a lease renewal at such rent as the Sponsor may legally establish.
- (b) **Rents for Income-Restricted Units Above 80% of AMI .** When the Occupancy Restriction Period ends, in-place tenants residing in any Income-Restricted Units having an income restriction for occupancy above 80% of AMI shall remain subject to Rent Stabilization and shall be entitled to continued lease renewals at rents not to exceed their Actual Rent then in effect, as may be adjusted pursuant to Rent Stabilization. Upon the vacancy of any such unit after the Occupancy Restriction Period ends, the unit will be subject to Rent Stabilization as further described in Section 5.01.
- (c) **HPD Financing Requirements.** Notwithstanding the foregoing, Rent Stabilization shall continue to apply to all units in all respects after the end of the Occupancy Restriction Period (upon both lease renewal and upon vacancy, and regardless of whether the tenant qualifies as an Eligible Tenant). This paragraph shall supersede any contrary provision in this section.

SECTION 5.06 Lease Requirements.

- (a) **Subordination.** In renting units to tenants, the Sponsor shall use a lease expressly subordinate to this Agreement and to the Permitted Mortgages. The lease and any riders shall comply with New York law and shall otherwise be satisfactory to HDC and HPD. To the extent legally permissible, this Agreement shall take precedence and shall control over any other requirements.
- (b) **HDC Lease Riders.** In renting Income-Restricted Units to tenants, and to the extent legally permissible, the Sponsor shall use a lease rider provided by HDC that sets forth the applicable occupancy and rental requirements of this Agreement (the "HDC Rider"). The HDC Rider shall, among other things, (i) require the tenant to meet HDC's and HPD's eligibility standards in accordance with this Agreement, (ii) prohibit or restrict sublets and (iii) permit the Sponsor to terminate or refuse to renew the tenant's lease if the tenant fails to provide the Sponsor with certifications and documentation as required within 60 days of the Sponsor's request, or if the tenant provides false or fraudulent materials. No lease or other rider for an Income-Restricted Unit shall contain any provision that conflicts with the terms of this Agreement or the HDC Rider (and no such provision shall be enforceable).
- (c) **Subleases; Assignments.** The Sponsor shall not consent to any sublease or assignment of lease by a tenant of an Income-Restricted Unit except as may be expressly required by law (and, in such event, only upon at least 30 days' prior written notice to HDC and HPD).

ARTICLE VI. EXTENDED LOW INCOME HOUSING COMMITMENT

SECTION 6.01 Extended Low Income Housing Commitment. This Agreement serves as the “extended low income housing commitment” required under Section 42(h)(6) of the Tax Code. Accordingly, the provisions of this Agreement will be interpreted in accordance with the requirements of the Tax Code, and to the extent that Section 42 of the Tax Code provides additional or stricter requirements or restrictions than this Agreement, the requirements or restrictions of Section 42 of the Tax Code will control and will become additional requirements or restrictions under this Agreement. When recorded against the Premises, this Agreement shall be a restrictive covenant with respect to the Premises as required under Section 42(h)(6)(B)(vi) of the Tax Code.

SECTION 6.02 Compliance Term for Tax Credits. The Project must be in compliance with all provisions of Section 42 of the Tax Code, any and all related regulations, the provisions of this extended low income housing commitment, and HDC’s monitoring procedures with respect to the Tax Credits, in each case during the term of the Compliance Period and the Extended Use Period (and otherwise as provided in this Agreement). For purposes of this Agreement:

- (a) “Compliance Period” shall mean the period commencing upon the Compliance Period Commencement Date and ending on the Compliance Period Termination Date.
- (b) “Compliance Period Commencement Date” shall mean the date that is the first day of the first taxable year of the Credit Period.
- (c) “Compliance Period Termination Date” shall mean the date that is 15 years after the Compliance Period Commencement Date.
- (d) “Credit Period” shall mean the period of 10 taxable years beginning with (i) the taxable year in which the building is placed in service, or (ii) at the election of the Sponsor, the succeeding taxable year, but only if the Project is a qualified low income housing project under Sections 42(g) and 142(d) of the Tax Code.
- (e) “Extended Use Period” shall mean the period commencing upon the Compliance Period Commencement Date and terminating on the date that is 40 years after the Compliance Period Commencement Date, unless the Project is acquired by foreclosure (or instrument in lieu of foreclosure), in which case the Extended Use Period shall terminate at the request of the party acquiring the Project after such foreclosure, unless the Secretary of the Treasury determines that the acquisition is part of an arrangement with the Sponsor, a purpose of which is to terminate the Extended Use Period.

SECTION 6.03 Waiver of Right to Petition HPD. The Sponsor agrees for itself, and its successors and assigns, that the Project shall continue to be subject to the provisions of this Agreement throughout the Extended Use Period and that it has waived any right to request that HPD find a person to acquire the Sponsor’s interest in the low income portion of the Project after the 14th year of the Compliance Period.

SECTION 6.04 Applicable Fraction. Upon the establishment of the Tax Code Units Condo Unit as a “building” as defined in Section 42 of the Tax Code, the Applicable Fraction (as defined in this section) for the Tax Code Units Condo Unit for each taxable year in the Extended Use Period shall be not less than 100%, excluding any Superintendent Unit. “Applicable Fraction” shall have the meaning set forth in Section 42(c)(1)(B) of the Tax Code.

SECTION 6.05 Condition of Units. Each Tax Code Unit shall be Suitable for Occupancy and shall be used on other than a Transient Basis (each as defined in this section). "Suitable for Occupancy" shall mean habitable and suitable for occupancy in accordance with all applicable federal, state and local laws, rules and regulations, including but not limited to local health, safety and building codes. "Transient Basis" shall mean a unit with occupants who have not entered into a lease for their initial occupancy or who have entered into a lease that has an initial term of less than six months or such other period of occupancy as may be required under rules and regulations promulgated under Section 42 of the Tax Code; provided, however, (i) a unit shall be considered to be used on other than a transient basis if the unit contains sleeping accommodations and kitchen and bathroom facilities and is located in a building (1) which is used exclusively to facilitate the transition of homeless individuals (within the meaning of Section 103 of the Stewart B. McKinney Homeless Assistance Act in effect on December 19, 1989) to independent living within 24 months and (2) in which a governmental entity or qualified non-profit organization (as defined in Section 42(h)(5)(C) of the Tax Code) provides such individuals with temporary housing and supportive services designed to assist such individuals in locating and retaining permanent housing, and (ii) a single-room occupancy unit shall not be treated as being used on a transient basis merely because it is rented on a month-to-month basis.

SECTION 6.06 No Eviction or Increase in Gross Rent. No existing tenant of any unit may be evicted, other than for good cause, nor shall any increase in the gross rent with respect to such unit be permitted except as may otherwise be permitted by this Agreement. The foregoing shall continue to apply to tenants of Tax Code Units for a three-year period following the end of the Extended Use Period (and Section 2.02 shall apply as well).

SECTION 6.07 Rental Assistance Status. The Sponsor shall not refuse to lease to a holder of a Rental Assistance voucher or certificate because of the status of the prospective tenant as such a holder.

SECTION 6.08 Enforcement by Certain Individuals. Any individual who meets the income limitation applicable to the Premises under the Tax Code (whether former, present or prospective occupants of the Premises) shall have the right to enforce in any state court the requirements and prohibitions of Section 42(h)(6)(B)(i) of the Tax Code. The Sponsor acknowledges that such individuals are intended third-party beneficiaries of the provisions of this section.

SECTION 6.09 No Retaliation. The Sponsor shall not retaliate against any tenant who notifies HDC or HPD of alleged violations of this Agreement.

SECTION 6.10 Transfers. No portion of a building (as defined in the Tax Code) in the Project shall be disposed of to any person unless all of the building is disposed of to such person. Transfers shall also be subject to Section 8.01.

ARTICLE VII. MANAGEMENT

SECTION 7.01 Approval of Managing Agent and Management Agreement. The managing agent and any sub-agent (collectively, the "Managing Agent"), and the arrangements for management of the Project, including all management agreements or management plans (collectively, the "Management Agreement"), shall require the prior written approval of HDC (and HPD, if requested by HPD in writing). In particular, the Sponsor shall obtain HDC's (and HPD's,

if applicable) written approval of the Managing Agent and the Management Agreement prior to both the Construction Loan Closing and, notwithstanding any prior approval, the Permanent Conversion. Any changes to the Managing Agent or changes to the Management Agreement, other than renewals of its term, shall require the prior written approval of HDC (and HPD, if requested by HPD in writing). All approvals of the Managing Agent and the Management Agreement shall not be unreasonably withheld. HDC approves Cornell Pace Inc. as the Managing Agent for purposes of the Construction Loan Closing.

SECTION 7.02 Requirements for Management Agreement. The Management Agreement shall be acceptable to HDC (and HPD, if applicable) in all respects and shall provide (i) that it is subject to termination by the Sponsor on not more than 30 days' notice, without cause and without penalty, and (ii) that the Managing Agent shall carry fidelity insurance for the benefit of the Sponsor in the amount of no less than three months' gross rent for the Project.

SECTION 7.03 Removal of Managing Agent. At any time, HDC or HPD may determine, in either case in its sole discretion, that the Managing Agent is no longer acceptable (among other reasons, because the Project is not being operated in compliance with this Agreement or because the Managing Agent is not operating another HDC- or HPD-supervised project in proper compliance). If so, HDC or HPD may provide a written demand to the Sponsor to terminate the Management Agreement. HDC or HPD may also provide a period for the Sponsor to cure any non-compliance, in the sole discretion of HDC or HPD as applicable. Upon receipt of a demand to terminate the Management Agreement, the Sponsor shall do so immediately, and the existing management services shall be fully discontinued within a period of not more than 30 days from the Sponsor's receipt of HDC's or HPD's demand. In addition, the Sponsor shall make timely arrangements to have the continuing management of the Project approved in writing by HDC (and by HPD, if requested by HPD in writing) and shall submit such arrangements to HDC (and HPD, if applicable) for prior review.

ARTICLE VIII. OWNERSHIP

SECTION 8.01 Transfers of Project by Sponsor.

- (a) In General. The Sponsor covenants that it shall not sell, lease, sublease, convey, transfer or otherwise dispose of all or any portion of the Project (each, a "Transfer") without the prior written consent of HDC and HPD, which shall not be unreasonably withheld. As a condition to a Transfer of all or substantially all of the Project, the transferee shall be required to assume all of the Sponsor's obligations under this Agreement from the date of such Transfer and to execute any document that HDC or HPD shall reasonably require in connection with the assumption.
- (b) Residential Leases. This covenant shall not require HDC's or HPD's consent for the Sponsor to enter into leases with residential tenants or users of the Project, if such leases (i) are consistent with this Agreement and (ii) do not contain an option to acquire all or any portion of the Project while this Agreement is in effect.
- (c) Other Consents. Nothing contained in this Agreement shall affect any provision of the Loan Documents that requires the Sponsor to obtain the consent of the holder of the HDC Mortgage (which may be HDC) or any other person as a condition to a Transfer.

- (d) **Foreclosure.** This covenant shall not require HDC's or HPD's consent to a Transfer in connection with the foreclosure or deed in lieu of foreclosure of the HDC Mortgage or a comparable conversion of the Project. Any subsequent Transfer, however, shall require the prior written consent of HDC and HPD.

SECTION 8.02 Non-Residential Lease Approval. The Sponsor shall obtain the prior written approval of HDC and HPD for all non-residential leases, subleases or occupancy agreements affecting any portion of the Project. An amendment of a non-residential lease, sublease or occupancy agreement that changes the permitted use or that otherwise alters a material term of the agreement shall also require the prior written consent of HDC and HPD. No portion of the Project shall consist of a store, a principal business of which is the sale of alcoholic beverages for consumption off-premises. HDC and HPD approve the Tax Code Units Master Lease and the Commercial Master Lease.

SECTION 8.03 Interests in Beneficial Owner and Master Tenant. Except as may be expressly permitted by this article, the Beneficial Owner and Master Tenant each covenants that it shall not permit any change to its ownership at any tier, including admissions, withdrawals and acquisitions of additional interests, without the prior written consent of HDC and HPD. Notwithstanding the foregoing, HPD and HDC consent to the transfer of the interests in Master Tenant held by Legal Owner as nominee for CVW Developers LLC to Tax Credit Investor.

SECTION 8.04 Interests in Tax Credit Investor. Notwithstanding the requirements of Section 8.03, and provided that the Tax Credit Investor is a passive investor in the Master Tenant, transfers of (i) passive investment interests in the Tax Credit Investor and (ii) the Tax Credit Investor's passive investment interest in the Master Tenant are permitted with written notice to HDC and HPD, so long as the manager, managing member or general partner of the Tax Credit Investor, or any transferee of the Tax Credit Investor's interest in the Master Tenant, is an affiliate of, and is and remains controlled by or under common control with, Wells Fargo Affordable Housing Community Development Corporation. Any interest in the Master Tenant of a special member or limited partner may be transferred only together with a permitted transfer of the Tax Credit Investor's interest in the Beneficial Owner or of the interest of the manager, managing member or general partner of the Tax Credit Investor, and only to the same transferee or to a party that is an affiliate of, and is and remains controlled by or under common control with the transferee. HDC and HPD hereby approve the transfer of membership interests in Master Tenant from Legal Owner as nominee for CVW Developers LLC to Tax Credit Investor.

SECTION 8.05 Interests in Legal Owner. The Legal Owner covenants that it shall not permit any change to its ownership at any tier, including admissions, withdrawals and acquisitions of additional interests, without the prior written consent of HDC and HPD.

SECTION 8.06 Previously Approved Entities. Interests in the Beneficial Owner, Master Tenant or the Legal Owner (in either case, at any tier) may be transferred to entities that have been previously approved in writing by HDC and HPD. Prior to any such transfer, prompt notice must be given to HDC and HPD, and the transferee must comply with the applicable HDC and HPD disclosure procedures.

SECTION 8.07 Death or Incapacity. A direct or indirect transfer of an ownership interest to an executor, administrator or conservator of a deceased or incapacitated individual shall require written notice to, but not the consent or approval of, HDC and HPD. A subsequent transfer by such executor, administrator or conservator shall be subject to this article, however.

SECTION 8.08 No Other Liens or Financing. While the HDC Mortgage is outstanding, the Sponsor covenants that it shall not incur any additional debt secured by all or part of the Project, or any other subordinate financing, except for (i) the Permitted Mortgages and (ii) as may have been expressly approved by HDC and HPD in writing. Except as expressly permitted in this Agreement, assignments, transfers, encumbrances, granting of participation interests, hypothecations, or pledges of interests (or proceeds of such interests) of any of the direct or indirect ownership interests in the Sponsor shall not be permitted without the prior written consent of HDC and HPD.

SECTION 8.09 No Purchase of Obligations. Neither the Sponsor nor any "related person" to the Sponsor, as defined in Section 144(a)(3) of the Tax Code, shall purchase Obligations (other than Pledged Bonds or Bank Bonds (each as defined in the Resolution)) in an amount related to the amount of the HDC Loan funded by the Obligations.

SECTION 8.10 No Distributions Upon Default. Upon written notice from HDC or HPD to Sponsor of (i) an Event of Default under this Agreement, or (ii) a material uncured default under any other Loan Document, the Sponsor covenants that it shall not make any distribution of any assets of, or any income of any kind from, the Project to its partners, members or shareholders, as applicable, until the cure of the Event of Default or default has been determined by HDC or HPD, as applicable.

ARTICLE IX. RECORDS AND REPORTING

SECTION 9.01 Requests for Information. The Sponsor shall promptly furnish any reports, records, documents or information reasonably requested by HDC or HPD, in a form satisfactory to HDC or HPD, as the case may be, with respect to the construction, marketing, occupancy, maintenance or operation of the Project.

SECTION 9.02 Financial Statements. Audited financial statements for the Project shall be prepared at least annually in accordance with generally accepted accounting principles. Financial statements may be modified in accordance with government auditing standards as set forth by the Comptroller General of the United States, to the extent and in a manner approved by HDC in its sole discretion (and by HPD in its sole discretion, if requested by HPD in writing).

SECTION 9.03 Retention of Records. The Sponsor shall maintain and keep current all books, documents, plans and records concerning the Project (the "Records"). The Sponsor shall retain (i) those Records pertaining to the rental or occupancy of each Tax Code Unit, and the rent roll for all units, for a minimum of six years after the end of the Occupancy Restriction Period and (ii) all other Records for a minimum of six years after the end of the fiscal or calendar year for which the Record was produced. Upon reasonable notice, HDC and HPD may, during normal business hours, (x) audit and examine the Records and (y) inspect the buildings, grounds, equipment and offices of the Project. The Sponsor shall use its best efforts to facilitate inspections.

SECTION 9.04 Annual Tax-Exempt Obligations Certification. The Sponsor shall submit (or shall cause the operator of the Project to submit) to the Secretary of the Treasury, at such time and in such manner as the Secretary of the Treasury shall prescribe, an annual certification (IRS Form 8703, as may be amended) as to whether the Project continues to comply with the requirements of Section 142(d)(7) of the Tax Code. Any failure to submit this certification shall not affect the exclusion from gross income for purposes of federal income taxation of interest on

the Obligations but shall subject the Sponsor and/or such operator to a penalty pursuant to Section 6652(j) of the Tax Code.

SECTION 9.05 Annual Tax Credits Certification. On an annual basis, the Sponsor shall submit to HDC as HPD's designee (i) a certified rent roll for the Premises and (ii) a written certification that the Tax Code Units are owned and operated in compliance with the Tax Code.

SECTION 9.06 Notice of Material Non-Compliance. The Sponsor covenants to notify HDC and HPD promptly if the Sponsor discovers any material non-compliance with any restriction or covenant in this Agreement, including any occurrence or event that adversely affects (i) the exclusion from gross income for purposes of federal income taxation of interest on the Obligations or (ii) the Tax Credits.

SECTION 9.07 Building Benchmarking. Upon the issuance of a temporary certificate of occupancy for any space in the Project by the City's Department of Buildings, the Sponsor shall contract, at the Beneficial Owner's expense, with a qualified benchmarking software provider on the HDC-approved list (the "Qualified Software Provider") to collect monthly and annual data on the heating, electric and water usage at the Premises (the "Utility Performance Information") in accordance with HPD's building benchmarking protocol. Not later than May 1 of each year during the Occupancy Restriction Period, the Qualified Software Provider retained by the Sponsor shall input the Utility Performance Information for the immediately preceding year into the U.S. Environmental Protection Agency's ENERGY STAR Portfolio Manager system, or such other system as may be designated by HDC and HPD ("Portfolio Manager"). The Sponsor agrees and acknowledges that (i) the Utility Performance Information will be made available to HDC and HPD through an account located on Portfolio Manager, and (ii) HDC and HPD may receive the Utility Performance Information directly from the Qualified Software Provider. HDC and HPD reserve the right to require the Sponsor to replace the Qualified Software Provider if the provider is no longer on the HDC-approved list. During the Occupancy Restriction Period, the Sponsor shall at all times abide by the requirements of this section and the HPD building benchmarking protocol, as may be amended.

ARTICLE X. ENFORCEMENT

SECTION 10.01 Events of Default; Remedies.

- (a) In the event of a breach of any of the covenants or agreements contained in this Agreement, either HDC or HPD may, by written notice to all parties, declare an "Event of Default". If the Credit Instrument has not been released, notice of an Event of Default shall be given to the Credit Provider as well. Upon the occurrence of an Event of Default, HDC and HPD shall have the right to take one or more of the following actions:
- (i) Institute and prosecute any proceeding for an injunction or for specific performance of the Sponsor's obligations under this Agreement.
 - (ii) Extend the term of this Agreement by the period of non-compliance upon the recording of an appropriate document, executed solely by HDC and HPD, against the Premises. The period of non-compliance shall be presumed to be the period running from the date of this Agreement to the date that HDC or HPD declares an Event of Default, which presumption may be rebutted by the Sponsor.

- (iii) Upon written notice of HDC or HPD, prohibit the Sponsor and/or any of its principals from doing business with HDC or HPD, as the case may be, for a period of not less than three years from the date of violation. This prohibition shall not extend to any as-of-right benefits.
 - (iv) Cure the violation and charge the Sponsor for any costs or expenses incurred to remedy the violation plus interest at the Default Rate from the date of demand until paid.
 - (v) Rent any un-leased or vacant unit in order to comply with this Agreement (in such event, HDC and HPD shall use reasonable efforts to obtain the highest rent permitted by this Agreement).
 - (vi) Prohibit the occupancy of any unoccupied unit in order to comply with this Agreement.
 - (vii) Prohibit distributions to partners, members or shareholders, as applicable, of the Sponsor and/or take any action to seek restitution to the Project's account for any distributions made in violation of this Agreement, if the distribution was made after notice was given pursuant to Section 8.10.
 - (viii) Declare an event of default under any Loan Document and pursue any applicable remedies, including commencing a foreclosure of the HDC Mortgage.
 - (ix) Require the removal of any partner, member or shareholder, as applicable, responsible for the violation.
 - (x) Seek appointment of HDC, HPD or a receiver to take possession of and operate the Project, collect all rents, and pay all necessary costs of the Project in accordance with the terms of this Agreement and any other Loan Documents, until the Sponsor has cured the violation and given satisfactory evidence that it can operate the Project in compliance with this Agreement.
 - (xi) Seek any other relief that may be appropriate or desirable at law or in equity.
- (b) In the event of a threatened breach of any of the covenants or agreements contained in this Agreement, HDC and HPD shall have the right to the remedy described in paragraph (a)(i) above.

SECTION 10.02 Cure Period; Waiver. Either HDC or HPD, with the prior written consent of the other agency, but otherwise in the sole discretion of HDC or HPD, may by written notice to all parties to this Agreement, (i) give the Sponsor a period of up to 30 days to cure an Event of Default (provided the Event of Default can be cured without affecting the rights of any bona fide tenants who have executed leases with the Sponsor) or (ii) waive an Event of Default. If the Credit Instrument has not been released, written notice of any cure period or waiver shall also be given to the Credit Provider. HDC and HPD agree that any cure of any Event of Default made or tendered by one or more of the Sponsor's members, partners or shareholders, as applicable, shall be deemed to be a cure by the Sponsor and shall be accepted or rejected on the same basis as if made or tendered by the Sponsor.

SECTION 10.03 Reporting of Non-Compliance to IRS. The Sponsor acknowledges that actions taken or authorized to be taken by HDC or HPD following an Event of Default are in addition to HDC's obligations under the Tax Code to report acts of non-compliance to the

Internal Revenue Service pursuant to HDC's monitoring procedures with respect to the Tax Credits.

SECTION 10.04 Indemnity. The Sponsor agrees to pay all reasonable costs and expenses of HDC and HPD (including fees of attorneys and experts), in addition to any other loss, claim, damage or liability that may be incurred by HDC or HPD or awarded by any court, arising out of any proceeding or action that is brought or taken in connection with this Agreement (including those brought or taken by HDC, HPD or the Sponsor). The Sponsor shall pay any such amount regardless of whether a legal action is finally decided by a court. The Sponsor shall not be obligated to pay any costs or expenses of HDC or HPD that are attributable to any action or proceeding brought by HDC or HPD in bad faith. If the Sponsor fails to pay any amount due under this section within 10 days of demand by HDC or HPD, the unpaid amount shall bear interest at the Default Rate from the date of demand until paid.

SECTION 10.05 Non-Recourse Liability; Carve-Out. Except as provided in this section, in enforcing this Agreement, neither HDC nor HPD will seek a money judgment against the Sponsor or any related officer, director, member, partner or shareholder. HDC and HPD may seek a money judgment against the Beneficial Owner and Master Tenant and their respective members, partners or shareholders, as applicable, in order to enforce the obligations or liabilities of the Beneficial Owner and Master Tenant and their respective present or future members, partners or shareholders pursuant to Section 10.01(a)(iv) (concerning the Sponsor's responsibility for the costs and expenses of HDC or HPD in curing any violations of this Agreement, and any interest on such amounts), Section 10.01(a)(vii) (concerning the prohibition on distributions after default) or Section 10.04 (concerning the Sponsor's indemnification of HDC and HPD). HDC and HPD may also seek a money judgment against the Beneficial Owner and Master Tenant and their respective members, partners or shareholders to the extent of any deficiency, loss, damage or non-compliance with this Agreement resulting from (i) fraud, (ii) misappropriation or diversion of funds or other property or (iii) intentional damage to the Project inflicted by the Beneficial Owner or Master Tenant or any of their respective members, partners, shareholders, agents or employees. HDC and HPD agree that they will seek to collect any money judgment obtained against the Beneficial Owner's or Master Tenant's respective members, partners or shareholders only from (a) their capital contributions actually paid in at the time HDC or HPD seeks a judgment, or to be paid in pursuant to the Beneficial Owner's or Master Tenant's respective organizational documents, and (b) any distributions to such members, partners or shareholders made in violation of the HDC Act or this Agreement. The provisions of this section shall not affect the validity or enforceability of any provision of the HDC Mortgage or any guaranty or indemnity agreement made in connection with the issuance of the Obligations, the HDC Commitment or the funding of the HDC Financing.

SECTION 10.06 Cumulative Rights and Remedies. All rights and remedies of HDC and HPD shall be cumulative and may be exercised singularly or concurrently, at HDC's or HPD's option. The exercise or enforcement of any one right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other right or remedy. The enumeration of rights and remedies in this Agreement shall not preclude the exercise or enforcement by HDC or HPD of any other rights or remedies available to HDC or HPD.

SECTION 10.07 Cross-Default under Mortgages. The HDC Mortgage shall provide that an Event of Default under this Agreement shall also be a default under such mortgages. So long as this Agreement is in effect, any mortgage on the Project funded by HDC or HPD shall provide that an Event of Default under this Agreement shall be a default under the mortgage and that HDC or HPD, as applicable, or the holder of the mortgage if not HDC or HPD, may prosecute a

foreclosure in accordance with the mortgage, subject to any other written agreements that may have been made by HDC or HPD and any other holder of the mortgage.

SECTION 10.08 Prior Owner Liability. The Sponsor (including any subsequent owner of the Project) shall be liable for (i) the breach of any obligation or any Event of Default under this Agreement caused by any prior owner and (ii) any related payment or indemnification obligation. During any period in which the Credit Provider or its designee owns the Project, however, or if any subsequent owner acquires the Project from the Credit Provider or its designee, neither the Credit Provider, its designee, nor the subsequent owner shall be liable for the breach or Event of Default of a prior owner, or any related payment or indemnification obligation. In such a case, the owner of the Project at the time of the breach or Event of Default shall remain liable for any and all related damages. Any party seeking to collect damages from the liable prior owner in such a case shall, to that extent, have no recourse to the Project and no right to levy against or otherwise collect on any judgment from the Project. The liable prior owner shall bear no liability under this Agreement, however, for any damages caused by any subsequent breach or Event of Default occurring after the entity no longer owned the Project.

SECTION 10.09 Enforcement by Credit Provider. Except as expressly provided in the Servicing and Release Agreement, the Credit Provider shall not be obligated or have any right to enforce this Agreement.

ARTICLE XI. MISCELLANEOUS

SECTION 11.01 Fees.

- (a) Tax Credits Monitoring Fee. Pursuant to the Tax Code, HDC is entitled to a reasonable fee for monitoring the Project's compliance with respect to the Tax Credits. During the Compliance Period, the Beneficial Owner and Master Tenant shall pay to HDC an annual monitoring fee that is equal to the sum of (i) an annual fee of \$100 per building in the Project, not subject to an annual cap (the "Building Fee"); and (ii) 0.75% of the maximum annual tax credit rent for the Tax Code Units, subject to an annual cap of \$12,500, if there are 150 or fewer Tax Code Units in the Project, or \$17,500, if there are more than 150 Tax Code Units in the Project (such fee, the "Unit Fee", and together with the Building Fee, the "Tax Credits Monitoring Fee"). If the HDC Loan is paid in full prior to the end of the Compliance Period, the Beneficial Owner shall pay to HDC an amount that is equal to the present value (based on the Daily Treasury Yield Curve Rates, as published by the U.S. Department of the Treasury) of the Tax Credits Monitoring Fee at the time of the prepayment for each year remaining in the Compliance Period. After such a payment, no additional Tax Credits Monitoring Fee shall be due.
- (b) HDC Monitoring Fee (Prepayment in Full). To compensate HDC for continued monitoring of the Project after a prepayment in full of the HDC Loan, upon such a prepayment and on an annual basis thereafter, the Beneficial Owner and Master Tenant shall pay to HDC an amount equal to \$50 per unit, subject to an annual cap of \$12,500, if there are 150 or fewer units in the Project, or \$17,500, if there are more than 150 units in the Project, such amount to be increased annually in accordance with any increase in the New York City Consumer Price Index. If the Sponsor transfers their respective interest in the Project (subject to the

requirements of this Agreement), HDC reserves the right, in its sole discretion, to charge a one-time monitoring fee or to revise the annual fee for continued monitoring.

- (c) **Compliance Escrow**. If the Project is not in compliance with this Agreement on the date that the Sponsor gives notice of a prepayment to HDC, then unless the Sponsor withdraws the notice until the Project is in compliance, the Sponsor shall enter into a compliance escrow agreement with HDC and deposit \$20,000, such amount to be increased at the time in accordance with any increase in the New York City Consumer Price Index. This compliance escrow shall be in addition to the monitoring fee required by paragraph (b) above. The compliance escrow shall be applied ratably by HDC to monitor compliance with this Agreement. Once the Project is restored to compliance, any balance of the compliance escrow will be refunded to the Sponsor, without interest.

SECTION 11.02 **Equal Opportunity**. The Sponsor shall use reasonable efforts to ensure that businesses owned by women and by members of traditionally disadvantaged minority groups are afforded equal opportunity to participate in any development and construction contracts entered into in connection with the Project.

SECTION 11.03 **Waivers**. No delay or failure to act or give notice shall waive any provision of this Agreement or preclude the enforcement of any rights or remedies of HDC or HPD. All waivers must be in writing and must be signed by the waiving parties. No waiver shall apply to any instance other than the specific instance in connection with which it is delivered.

SECTION 11.04 **Amendments**. This Agreement shall not be amended or otherwise modified except by an instrument in recordable form signed by all of the parties. This Agreement shall not be amended without first obtaining, if required by HDC in its sole discretion, an opinion of Bond Counsel that such amendment will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Obligations. The Sponsor shall agree to amend this Agreement if any amendments are required to obtain mortgage insurance for the HDC Mortgage. In addition, if after the execution of this Agreement, there are amendments to (i) the HDC Act, (ii) the Tax Code or (iii) Rent Stabilization, or any related rules or regulations, and if such amendments are applicable to the Project and inconsistent with this Agreement, as determined by HDC and HPD, then upon written request of HDC and HPD, this Agreement shall be amended to the extent necessary.

SECTION 11.05 **Severability**. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

SECTION 11.06 **Action and Consents**. Except where the granting of HDC's or HPD's consent or approval is expressly stated to be in HDC's or HPD's discretion (or words of similar import), HDC, HPD and the Sponsor shall use reasonable promptness, reasonable diligence, reasonable judgment and reasonable discretion in exercising any duty or right, providing any consent or approval, or making any determination required by this Agreement. HDC, HPD and the Sponsor shall use their reasonable efforts to effectuate the purposes of this Agreement.

SECTION 11.07 **Successors and Assigns**. All references in this Agreement to any party, entity or person shall be deemed to include the successors and assigns of the party, entity or person. Successors to HDC or HPD shall include any body, agency or instrumentality of the

State or the City that succeeds to the powers, duties or functions of HDC or HPD, as the case may be.

SECTION 11.08 Covenants Run with the Land. This Agreement shall be recorded against the Premises. The parties agree that, during the term of this Agreement, all provisions shall run with the Premises and shall be enforceable by both HDC and HPD against the Sponsor and its successors, assigns, heirs, grantees and lessees. The parties declare their understanding and intent that the burden of the covenants set forth in this Agreement touch and concern the land in that the Sponsor's legal interest in the Project is rendered less valuable by them. The parties further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by people and families for whom the ordinary operations of private enterprise cannot provide an adequate supply of safe, sanitary and affordable housing, the intended beneficiaries of such covenants. During the term of this Agreement, the covenants of the Sponsor in this Agreement are enforceable by both HDC and HPD as contract beneficiaries whether or not the Sponsor is or remains indebted to HDC or HPD.

SECTION 11.09 Notices. Any notice, demand, direction, request or other instrument authorized or required to be given or filed under this Agreement shall be deemed to have been sufficiently given or filed if and when sent (i) by certified mail, return receipt requested, (ii) by fax or other electronic means with notice of receipt or (iii) by hand delivery. All notices sent by mail or hand delivery shall be sent to the addresses given above or to any other address of any party that it has notified the other parties of in writing. Notices to HDC or HPD shall be sent to the attention of the General Counsel. Notices required to be given to the Credit Provider shall be sent to Wells Fargo Bank, National Association, Winston-Salem Loan Center, One West Fourth Street, 3rd Floor, Winston-Salem, North Carolina 27101, Attention: Disbursement Administrator. HDC and HPD shall make an effort to send copies of all notices that are sent to the Beneficial Owner or Master Tenant to their counsel at Hirschen Singer & Epstein, LLP, 902 Broadway, 13th Floor, New York, New York 10010, Attention: Russell A. Kivler, Esq., and to the Tax Credit Investor at Wells Fargo Affordable Housing Community Development Corporation, c/o MAC D1053-170, 301 South College Street, Charlotte, NC 28288, Attention: Director of Tax Credit Asset Management, with a copy to its counsel at Sidley Austin LLP, One South Dearborn, Chicago, IL 60603, Attention: Philip C. Spahn. Failure to send any copy, however, shall not affect the effectiveness of the notice.

SECTION 11.10 Governing Law; Jurisdiction; Service of Process. The parties unconditionally and irrevocably agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties unconditionally and irrevocably accept the jurisdiction of any state or federal court sitting in the State and New York County or the county in which the Project or any portion of the Project is located, waive any objection to the bringing of an action, suit or other legal proceeding in such jurisdiction, and consent to venue in any such court. The parties agree that service of process may be by hand or certified mail, return receipt requested or otherwise as permitted by law. The Beneficial Owner, Master Tenant and the Legal Owner each irrevocably consent to the service of any and all process in any such action, suit or proceeding to its then-current address or such other address permitted by law as may be agreed to in writing by HDC and HPD. HDC's designated agent for service of process shall be its General Counsel at its offices. HPD's designated agent for service of process shall be its General Counsel at its offices.

SECTION 11.11 Loan Agreement. The Beneficial Owner shall pay all amounts due to HDC pursuant to the Loan Agreement. If the Beneficial Owner does not pay any such amounts, HDC may declare an Event of Default under this Agreement.

SECTION 11.12 Counterparts. This Agreement may be executed in counterparts, and all counterparts shall collectively constitute a single instrument. An executed signature page to one counterpart may be attached to another counterpart that is identical (except for additional signature pages) without impairing the legal effect of the signatures. Any counterpart containing the signatures of each of the parties shall be sufficient proof of this Agreement.

SECTION 11.13 Investigations. The Sponsor shall be bound by the provisions of the investigations clause attached as Schedule C.

SECTION 11.14 Further Assurances. The Sponsor shall, at the Sponsor's expense, promptly execute and deliver any further documents, and take any further action, as may be reasonably requested by HDC or HPD to ensure that the Project complies with all applicable provisions of the Tax Code and this Agreement.

SECTION 11.15 Concerning the Legal Owner.

- (a) Nominee Agreement. The Legal Owner and the Beneficial Owner each represent that they have delivered to HDC and HPD a true copy of the Nominee Agreement, and each agrees that it shall observe the terms of the Nominee Agreement. The Legal Owner and the Beneficial Owner agree that the Nominee Agreement shall not be amended, nor shall a new Nominee Agreement affect the Premises, without the prior written consent of HDC and HPD, which shall not be unreasonably withheld. Any notice of a default or event of default required under the Nominee Agreement shall simultaneously be provided to HDC and HPD, and any default that remains uncured beyond the applicable cure period shall constitute a breach under this Agreement and shall be subject to the enforcement procedures of this Agreement.
- (b) Right to Enter and Cure. Notwithstanding anything contained in the Nominee Agreement to the contrary, the Nominee Agreement shall be deemed to provide (if it does not already provide) that if there is an event of default under any City, State or federal loan document, including but not limited to any mortgage, regulatory agreement or financing commitment, the Legal Owner shall have the right to enter the Premises to cure the default as agent for and on behalf of the Beneficial Owner, unless the Beneficial Owner is acting diligently to cure the default.
- (c) Must Remain in Project for Term of Mortgages. The Legal Owner (including any successor or permitted assign) shall remain in the Project's ownership structure for the entire term of the HDC Mortgage.

SECTION 11.16 HireNYC. The Sponsor shall comply, and shall cause the Project's general contractor and all applicable subcontractors to comply, with the requirements of HireNYC as more particularly set forth in the HireNYC Rider attached as Schedule D, as may be modified by the City from time to time.

SECTION 11.17 Environmental Requirements. The Sponsor shall comply the requirements contained in the Negative Declaration attached as Schedule E.

[Signatures follow]

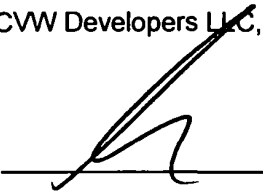
A large, stylized handwritten signature or scribble, possibly representing the letter 'S' or a similar character, rendered in a thick, dark, textured line. The stroke starts at the bottom left, curves upwards to a peak, then descends and curves back towards the bottom right.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CONCOURSE VILLAGE WEST OWNER LLC,
a New York limited liability company

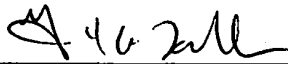
By: CVW Realty MM LLC, its sole member

By: CVW Developers LLC, its sole member

By: 
Name: Guido Subotovsky
Title: Manager

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

On the 23rd day of June, 2017, before me, the undersigned, a notary public in and for said state, personally appeared **Guido Subotovsky**, 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 on behalf of which the individual acted, executed the instrument.


Notary Public
Commission expires: **SEAL**

FATMATA K. JALLOH
Notary Public, State of New York
Registration #01JA6332614
Qualified In Westchester County
Commission Expires Nov. 2, 2015

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CVW REALTY LIHTC OWNER LLC,
a New York limited liability company

By: CVW Realty LIHTC MM LLC, its managing member

By: CVW Developers LLC, its sole member

By: _____

Name: Guido Subotovsky

Title: Manager

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

On the 23rd day of June, 2017, before me, the undersigned, a notary public in and for said state, personally appeared **Guido Subotovsky**, 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 on behalf of which the individual acted, executed the instrument.

SEAL

FATMATA K. JALLOH
Notary Public, State of New York
Registration #01JA6332614
Qualified In Westchester County
Commission Expires Nov. 2, 2019


Y. K. Jalloh
Notary Public
Commission expires:

HP CONCOURSE VILLAGE WEST HOUSING
DEVELOPMENT FUND COMPANY, INC.

By: Adam Gold
Name: Adam Gold
Title: Treasurer

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

On the 23 day of June, 2017, before me, the undersigned, a notary public
in and for said state, personally appeared Adam Gold,
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 on behalf of which the individual acted, executed the instrument.


Notary Public **SEAL**
Commission expires:

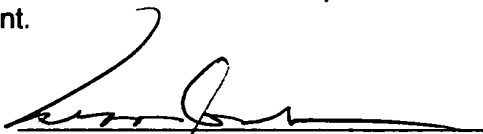
FRANJA B. GRIELEN
Notary Public, State of New York
Reg. No. 01GR4878542
Qualified in New York County
Commission Expires November 24, 2018

**NEW YORK CITY HOUSING
DEVELOPMENT CORPORATION**

By: CRM
Anthony R. Richardson
Senior Vice President

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

On the 23 day of June, 2017, before me, the undersigned, a notary public in and for said state, personally appeared **ANTHONY R. RICHARDSON**, 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 on behalf of which the individual acted, executed the instrument.



Notary Public
Commission expires:

FRANIA B. GRIELEN
Notary Public, State of New York
Reg. No. 01GR4878542
Qualified in New York County
Commission Expires November 24, 2018

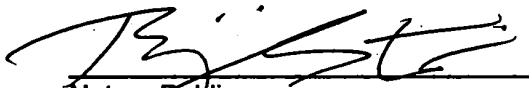


THE CITY OF NEW YORK, acting by and
through its DEPARTMENT OF HOUSING
PRESERVATION AND DEVELOPMENT

By: 
Name: Molly Wasow Park
Title: Deputy Commissioner

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

On the 27th day of June, 2017, before me, the undersigned, a notary public in and for said state, personally appeared **MOLLY WASOW PARK**, 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 on behalf of which the individual acted, executed the instrument.


Notary Public
Commission expires:
BENJAMIN STEINER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02ST6043316
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JUNE 12, 2018

SEAL

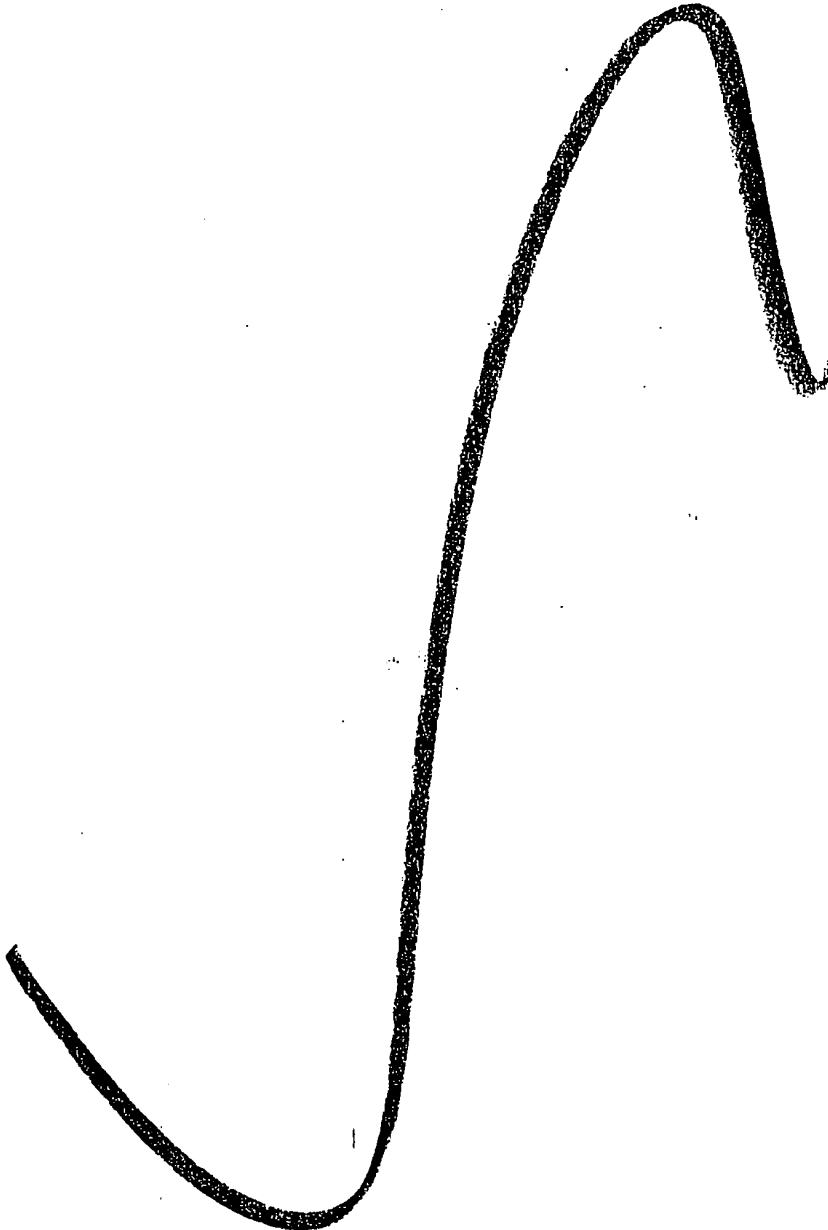
APPROVED AS TO FORM BY STANDARD
TYPE OF CLASS FOR USE UNTIL June 30, 2017:

By: /s/ Amrita Barth
Acting Corporation Counsel

SCHEDULE A

LEGAL DESCRIPTION OF PREMISES

[follows]



PARCEL I: (TAX LOT 13)

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL II: (TAX LOT 35)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL III: (TAX LOT 49)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE B

DISTRIBUTION OF UNITS AND INITIAL RENTS

Project: **Concourse Village West**
180 East 156th Street
702 Grand Concourse
741 Concourse Village West
Bronx, NY 10451-3134
Block 2458, Lots 13, 35 & 49

TAX CODE UNITS

Units at 30% of AMI

MIH Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> (initial rent-up)	<u>Actual Rent**</u> (initial rent-up)
Studio	5	\$374 (30% of AMI)	\$331 (27% of AMI)
One-Bedroom	4	\$480 (30% of AMI)	\$426 (27% of AMI)
Two-Bedroom	0	\$586 (30% of AMI)	\$521 (27% of AMI)
Three-Bedroom	0	\$669 (30% of AMI)	\$594 (27% of AMI)
TOTAL	9		

Mix & Match Permanently Affordable Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> (initial rent-up)	<u>Actual Rent**</u> (initial rent-up)
Studio	0	\$374 (30% of AMI)	\$331 (27% of AMI)
One-Bedroom	1	\$480 (30% of AMI)	\$426 (27% of AMI)
Two-Bedroom	0	\$586 (30% of AMI)	\$521 (27% of AMI)
Three-Bedroom	0	\$669 (30% of AMI)	\$594 (27% of AMI)
TOTAL	1		

SCHEDULE B (continued)

Units at 40% of AMI

MIH Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	2	\$518 (40% of AMI)	\$475 (37% of AMI)
One-Bedroom	1	\$659 (40% of AMI)	\$605 (37% of AMI)
Two-Bedroom	0	\$801 (40% of AMI)	\$736 (37% of AMI)
Three-Bedroom	0	\$917 (40% of AMI)	\$843 (37% of AMI)
TOTAL	3		

Units at 50% of AMI

Mix & Match Permanently Affordable Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$661 (50% of AMI)	\$618 (47% of AMI)
One-Bedroom	3	\$838 (50% of AMI)	\$784 (47% of AMI)
Two-Bedroom	1	\$1,015 (50% of AMI)	\$951 (47% of AMI)
Three-Bedroom	0	\$1,165 (50% of AMI)	\$1,091 (47% of AMI)
TOTAL	4		

Units at 60% of AMI

MIH Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$804 (60% AMI)	\$761 (57% AMI)
One-Bedroom	8	\$1,017 (60% AMI)	\$963 (57% AMI)
Two-Bedroom	8	\$1,230 (60% AMI)	\$1,166 (57% AMI)
Three-Bedroom	2	\$1,413 (60% AMI)	\$1,339 (57% AMI)
TOTAL	18		

Mix & Match Permanently Affordable Units

SCHEDULE B (continued)

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$804 (60% AMI)	\$761 (57% AMI)
One-Bedroom	13	\$1,017 (60% AMI)	\$963 (57% AMI)
Two-Bedroom	1	\$1,230 (60% AMI)	\$1,166 (57% AMI)
Three-Bedroom	2	\$1,413 (60% AMI)	\$1,339 (57% AMI)
TOTAL	16		

Units at 60% of AMI***Non-Permanently Affordable Units***

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	15	\$804 (60% AMI)	\$761 (57% AMI)
One-Bedroom	1	\$1,017 (60% AMI)	\$963 (57% AMI)
Two-Bedroom	0	\$1,230 (60% AMI)	\$1,166 (57% AMI)
Three-Bedroom	0	\$1,413 (60% AMI)	\$1,339 (57% AMI)
TOTAL	16		

180 East 156th Street**NON-TAX CODE UNITS****All Units are "Non-Permanently Affordable Units"****Units at 90% of AMI*****Non-Permanently Affordable Units***

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	3	\$1,091 (80% of AMI)	\$1,091 (80% of AMI)
One-Bedroom	0	\$1,375 (80% of AMI)	\$1,375 (80% of AMI)
Two-Bedroom	3	\$1,660 (80% of AMI)	\$1,660 (80% of AMI)
Three-Bedroom	2	\$1,910 (80% of AMI)	\$1,910 (80% of AMI)
TOTAL	8		

SCHEDULE B (continued)**Units at 110% of AMI*****Non-Permanently Affordable Units***

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	2	\$1,234 (90% of AMI)	\$1,234 (90% of AMI)
One-Bedroom	15	\$1,554 (90% of AMI)	\$1,554 (90% of AMI)
Two-Bedroom	16	\$1,874 (90% of AMI)	\$1,874 (90% of AMI)
Three-Bedroom	0	\$2,158 (90% of AMI)	\$2,158 (90% of AMI)
TOTAL	33		

Units at 130% of AMI***Non-Permanently Affordable Units***

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	1	\$1,377 (100% of AMI)	\$1,377 (100% of AMI)
One-Bedroom	1	\$1,733 (100% of AMI)	\$1,733 (100% of AMI)
Two-Bedroom	0	\$2,089 (100% of AMI)	\$2,089 (100% of AMI)
Three-Bedroom	3	\$2,406 (100% of AMI)	\$2,406 (100% of AMI)
TOTAL	5		

741 Concourse Village West

TAX CODE UNITS

Units at 30% of AMI

MIH Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	1	\$374 (30% of AMI)	\$331 (27% of AMI)
One-Bedroom	5	\$480 (30% of AMI)	\$426 (27% of AMI)
Two-Bedroom	0	\$586 (30% of AMI)	\$521 (27% of AMI)
Three-Bedroom	0	\$669 (30% of AMI)	\$594 (27% of AMI)
TOTAL	6		

Mix & Match Permanently Affordable Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$374 (30% of AMI)	\$331 (27% of AMI)
One-Bedroom	1	\$480 (30% of AMI)	\$426 (27% of AMI)
Two-Bedroom	1	\$586 (30% of AMI)	\$521 (27% of AMI)
Three-Bedroom	0	\$669 (30% of AMI)	\$594 (27% of AMI)
TOTAL	2		

Units at 40% of AMI

MIH Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	2	\$518 (40% of AMI)	\$475 (37% of AMI)
One-Bedroom	2	\$659 (40% of AMI)	\$605 (37% of AMI)
Two-Bedroom	1	\$801 (40% of AMI)	\$736 (37% of AMI)
Three-Bedroom	2	\$917 (40% of AMI)	\$843 (37% of AMI)
TOTAL	7		

SCHEDULE B (continued)**Units at 50% of AMI*****MIH Units***

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$661 (50% of AMI)	\$618 (47% of AMI)
One-Bedroom	0	\$838 (50% of AMI)	\$784 (47% of AMI)
Two-Bedroom	0	\$1,015 (50% of AMI)	\$951 (47% of AMI)
Three-Bedroom	2	\$1,165 (50% of AMI)	\$1,091 (47% of AMI)
TOTAL	2		

Mix & Match Permanently Affordable Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$661 (50% of AMI)	\$618 (47% of AMI)
One-Bedroom	3	\$838 (50% of AMI)	\$784 (47% of AMI)
Two-Bedroom	1	\$1,015 (50% of AMI)	\$951 (47% of AMI)
Three-Bedroom	0	\$1,165 (50% of AMI)	\$1,091 (47% of AMI)
TOTAL	4		

Non-Permanently Affordable Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	1	\$661 (50% of AMI)	\$618 (47% of AMI)
One-Bedroom	0	\$838 (50% of AMI)	\$784 (47% of AMI)
Two-Bedroom	0	\$1,015 (50% of AMI)	\$951 (47% of AMI)
Three-Bedroom	0	\$1,165 (50% of AMI)	\$1,091 (47% of AMI)
TOTAL	1		

Units at 60% of AMI***MIH Units***

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$804 (60% AMI)	\$761 (57% AMI)

SCHEDULE B (continued)

One-Bedroom	0	\$1,017 (60% AMI)	\$963 (57% AMI)
Two-Bedroom	9	\$1,230 (60% AMI)	\$1,166 (57% AMI)
Three-Bedroom	0	\$1,413 (60% AMI)	\$1,339 (57% AMI)
TOTAL	9		

Mix & Match Permanently Affordable Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$804 (60% AMI)	\$761 (57% AMI)
One-Bedroom	3	\$1,017 (60% AMI)	\$963 (57% AMI)
Two-Bedroom	1	\$1,230 (60% AMI)	\$1,166 (57% AMI)
Three-Bedroom	0	\$1,413 (60% AMI)	\$1,339 (57% AMI)
TOTAL	4		

Non-Permanently Affordable Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	7	\$804 (60% AMI)	\$761 (57% AMI)
One-Bedroom	0	\$1,017 (60% AMI)	\$963 (57% AMI)
Two-Bedroom	0	\$1,230 (60% AMI)	\$1,166 (57% AMI)
Three-Bedroom	0	\$1,413 (60% AMI)	\$1,339 (57% AMI)
TOTAL	7		

SCHEDULE B (continued)

741 Concourse Village West

NON-TAX CODE UNITS

All Units are "Non-Permanently Affordable Units"

Units at 90% of AMI

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$1,091 (80% of AMI)	\$1,091 (80% of AMI)
One-Bedroom	5	\$1,375 (80% of AMI)	\$1,375 (80% of AMI)
Two-Bedroom	3	\$1,660 (80% of AMI)	\$1,660 (80% of AMI)
Three-Bedroom	1	\$1,910 (80% of AMI)	\$1,910 (80% of AMI)
TOTAL	9		

Units at 110% of AMI

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	2	\$1,234 (90% of AMI)	\$1,234 (90% of AMI)
One-Bedroom	11	\$1,554 (90% of AMI)	\$1,554 (90% of AMI)
Two-Bedroom	16	\$1,874 (90% of AMI)	\$1,874 (90% of AMI)
Three-Bedroom	7	\$2,158 (90% of AMI)	\$2,158 (90% of AMI)
TOTAL	36		

Units at 130% of AMI

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	1	\$1,377 (100% of AMI)	\$1,377 (100% of AMI)
One-Bedroom	0	\$1,733 (100% of AMI)	\$1,733 (100% of AMI)
Two-Bedroom	5	\$2,089 (100% of AMI)	\$2,089 (100% of AMI)
Three-Bedroom	0	\$2,406 (100% of AMI)	\$2,406 (100% of AMI)
TOTAL	6		

SCHEDULE B (continued)

702 Grand Concourse

TAX CODE UNITS

Units at 30% of AMI

MIH Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$374 (30% of AMI)	\$331 (27% of AMI)
One-Bedroom	2	\$480 (30% of AMI)	\$426 (27% of AMI)
Two-Bedroom	1	\$586 (30% of AMI)	\$521 (27% of AMI)
Three-Bedroom	1	\$669 (30% of AMI)	\$594 (27% of AMI)
TOTAL	4		

Mix & Match Permanently Affordable Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$374 (30% of AMI)	\$331 (27% of AMI)
One-Bedroom	1	\$480 (30% of AMI)	\$426 (27% of AMI)
Two-Bedroom	0	\$586 (30% of AMI)	\$521 (27% of AMI)
Three-Bedroom	0	\$669 (30% of AMI)	\$594 (27% of AMI)
TOTAL	1		

Units at 40% of AMI

MIH Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$518 (40% of AMI)	\$475 (37% of AMI)
One-Bedroom	2	\$659 (40% of AMI)	\$605 (37% of AMI)
Two-Bedroom	1	\$801 (40% of AMI)	\$736 (37% of AMI)
Three-Bedroom	0	\$917 (40% of AMI)	\$843 (37% of AMI)
TOTAL	3		

SCHEDULE B (continued)**Units at 50% of AMI*****Mix & Match Permanently Affordable Units***

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$661 (50% of AMI)	\$618 (47% of AMI)
One-Bedroom	2	\$838 (50% of AMI)	\$784 (47% of AMI)
Two-Bedroom	0	\$1,015 (50% of AMI)	\$951 (47% of AMI)
Three-Bedroom	0	\$1,165 (50% of AMI)	\$1,091 (47% of AMI)
TOTAL	2		

Units at 60% of AMI***MIH Units***

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$804 (60% AMI)	\$761 (57% AMI)
One-Bedroom	6	\$1,017 (60% AMI)	\$963 (57% AMI)
Two-Bedroom	2	\$1,230 (60% AMI)	\$1,166 (57% AMI)
Three-Bedroom	0	\$1,413 (60% AMI)	\$1,339 (57% AMI)
TOTAL	8		

Mix & Match Permanently Affordable Units

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$804 (60% AMI)	\$761 (57% AMI)
One-Bedroom	5	\$1,017 (60% AMI)	\$963 (57% AMI)
Two-Bedroom	0	\$1,230 (60% AMI)	\$1,166 (57% AMI)
Three-Bedroom	0	\$1,413 (60% AMI)	\$1,339 (57% AMI)
TOTAL	5		

SCHEDULE B (continued)**702 Grand Concourse****NON-TAX CODE UNITS****All Units are "Non-Permanently Affordable Units"****Units at 90% of AMI**

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$1,091 (80% of AMI)	\$1,091 (80% of AMI)
One-Bedroom	1	\$1,375 (80% of AMI)	\$1,375 (80% of AMI)
Two-Bedroom	0	\$1,660 (80% of AMI)	\$1,660 (80% of AMI)
Three-Bedroom	2	\$1,910 (80% of AMI)	\$1,910 (80% of AMI)
TOTAL	3		

Units at 110% of AMI

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$1,234 (90% of AMI)	\$1,234 (90% of AMI)
One-Bedroom	15	\$1,554 (90% of AMI)	\$1,554 (90% of AMI)
Two-Bedroom	0	\$1,874 (90% of AMI)	\$1,874 (90% of AMI)
Three-Bedroom	1	\$2,158 (90% of AMI)	\$2,158 (90% of AMI)
TOTAL	16		

Units at 130% of AMI

<u>Unit Type</u>	<u>No. of Units</u>	<u>Legal Rent*</u> <u>(initial rent-up)</u>	<u>Actual Rent**</u> <u>(initial rent-up)</u>
Studio	0	\$1,377 (100% of AMI)	\$1,377 (100% of AMI)
One-Bedroom	3	\$1,733 (100% of AMI)	\$1,733 (100% of AMI)
Two-Bedroom	8	\$2,089 (100% of AMI)	\$2,089 (100% of AMI)
Three-Bedroom	4	\$2,406 (100% of AMI)	\$2,406 (100% of AMI)
TOTAL	15		

Legal Rents for Tax Code Units Initially Occupied by Tenants with Rental Assistance Vouchers or Certificates

At the initial rent-up of the Project, the Sponsor shall determine the Tax Code Units, if any, that will be occupied by Rental Assistance tenants with vouchers or certificates. For any such Tax Code Unit, the initial Legal Rent shall not exceed the amount given in this section.

	<u>No. of Units</u>	<u>Legal Rent (initial)</u>
Studio	TBD	\$1,216 (90% of FMR)
1-Bedroom	TBD	\$1,277 (90% of FMR)
2-Bedroom	TBD	\$1,473 (90% of FMR)
3-Bedroom		\$1,891 (90% of FMR)

Rent Increases at Initial Rent-Up

In certain circumstances, Legal Rents and Actual Rents specified in this Schedule B may be increased at initial rent-up with the prior written consent of HDC and HPD (and at the sole discretion of HDC and HPD). In the case of any increase, the parties shall amend this Agreement at the Permanent Conversion to document Schedule B as modified.

SCHEDULE C

INVESTIGATIONS CLAUSE

a. The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

b. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State; or

c. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony governing the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

d. The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing upon not less than five days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

e. If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Section (g) below without the City incurring any penalty or damages for delay or otherwise.

f. The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

1. The disqualification for a period not to exceed five years from the date of an adverse determination of any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. The cancellation or termination of any and all existing City contracts, leases, permits, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination;

monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

g. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Sections (g)(1) and (g)(2). He or she may also consider, if relevant and appropriate, the criteria established in Sections (g)(3) and (g)(4) in addition to any other information which may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Section (f) above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in Section (d) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

h. 1. The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

2. The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

4. The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

i. In addition to and notwithstanding any other provision of this agreement the commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three days written notice in the event contractor fails to promptly report in writing to the Commissioner of Investigation of the City any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the contractor, or affecting the performance of this contract.

SCHEDULE D

HIRENYC RIDER

Introduction

This Rider sets forth the requirements of the HireNYC Program ("HireNYC") and certain other requirements imposed by law. The provisions of this Rider apply to the Sponsor, the Contractor, and all subcontractors for the Project having contracts of \$500,000 or more (each a "Covered Party"). A copy of this Rider shall be included in the Construction Contract and all such subcontracts.

In general, Covered Parties are required to

- (a) enroll with the HireNYC program by clicking on the "HPD Portal" link found at nyc.gov/hirenyc,
- (b) disclose all new entry to mid-level job opportunities (as defined below) created by the Project and located in New York City ("Covered Jobs"), and
- (c) evaluate or interview qualified candidates from HireNYC for Covered Jobs. Entry to mid-level jobs shall mean jobs requiring no more than an associate degree, as provided by the New York State Department of Labor (Note: See Column F at <https://labor.ny.gov/stats/2012-2022-NYS-Employment-Prospects.xls>).

A. Enrollment

Each Covered Party must enroll with the NYC Department of Small Business Services ("SBS") by clicking on the "HPD Portal" link found at nyc.gov/hirenyc (the linked page on the SBS website being the "HireNYC Portal"). The Sponsor and Contractor shall each enroll within thirty (30) days after the Construction Closing. Subcontractors must be enrolled by the earlier of (i) fifteen (15) days after the full execution of its subcontract or (ii) the start of work under such subcontract.

The Sponsor or Contractor shall engage with SBS to create a work plan for the Project detailing the planned subcontracting engagements and any expected hiring needs. The work plan should include information such as projected start dates for subcontractors, the anticipated date of commencement of the hiring process for any positions to be filled, and contact information for all Covered Parties.

The Sponsor and Contractor may designate a project coordinator to act as the main contact for the Covered Parties with regard to the matters contained in this Rider. The role of the project coordinator will be to manage the administrative enrollment requirements of subcontractors and to facilitate communication between the Covered Parties and SBS.

B. Recruitment Requirements

Once enrolled in HireNYC, the Covered Parties shall provide updated information to SBS regarding Covered Jobs as they become known. The Covered Parties or project coordinator must request candidates through the HireNYC Portal to fill any Covered Jobs no less than three weeks prior to the intended first day of employment for each new position, or as otherwise negotiated with SBS, whose consent will not be unreasonably withheld, and must also provide updates information through the HireNYC Portal as set forth below. If an employee is needed in an unexpected

situation to keep the Project on schedule, the Covered Party must notify SBS of this need and if SBS is not able to refer a candidate within three (3) business days, the Covered Party may proceed without further consideration.

After enrollment and submission of relevant information by Covered Parties or the project coordinator through the HireNYC Portal, SBS will work directly with the hiring manager for each Covered Party to develop a recruitment strategy for Covered Jobs. HireNYC will screen applicants based on employer requirements and refer qualified applicants to the appropriate Covered Party for evaluation or interviews. The Covered Parties must evaluate or interview referred applicants whom it believes are qualified. These requirements do not limit the Covered Party's ability to work with community partners who may also refer candidates for job opportunities, to assess the qualifications of prospective workers, or to make final hiring and retention decisions. No provision of this Rider shall be interpreted so as to require a Covered Party to employ any particular worker or to limit consideration to the prospective employees referred by HireNYC.

In addition, this Rider shall not apply to positions that a Covered Party intends to fill with employees employed pursuant to the job retention provision of Section 22-505 of the Administrative Code of the City of New York or to positions covered by Collective Bargaining Agreements or Project Labor Agreements. Covered Parties shall not be required to report such openings with HireNYC. However, Covered Parties shall enroll with the HireNYC system pursuant to Section A, above, and, if such positions subsequently become open, then the remaining provisions of this Rider will apply.

C. Reporting Requirements

After completing an evaluation or interview of a candidate referred by HireNYC, the Covered Party or project coordinator must provide feedback via the HireNYC Portal to indicate which candidates were evaluated or interviewed and hired, if any. For any individual hired through HireNYC, the Covered Party or project coordinator shall provide the expected start date, wage, and hours expected to work. The Covered Party or project coordinator shall provide such information on a monthly basis through the HireNYC Portal for any candidates referred by HireNYC that are evaluated, interviewed and/or hired in a particular month.

In the event a Covered Party does not have any Covered Jobs in any given year, the Covered Party or project coordinator shall be required to provide an annual update to HireNYC to that effect. For this purpose, the reporting year shall run from the date of the registration of the contract and each anniversary date.

Covered Parties or the project coordinator shall report to the City all information reasonably requested by the City that is necessary for the City to comply with any reporting requirements imposed by law or rule. In addition, Covered Parties shall comply with all reporting requirements imposed by law or rule, or as otherwise requested by the City.

D. Audit Compliance

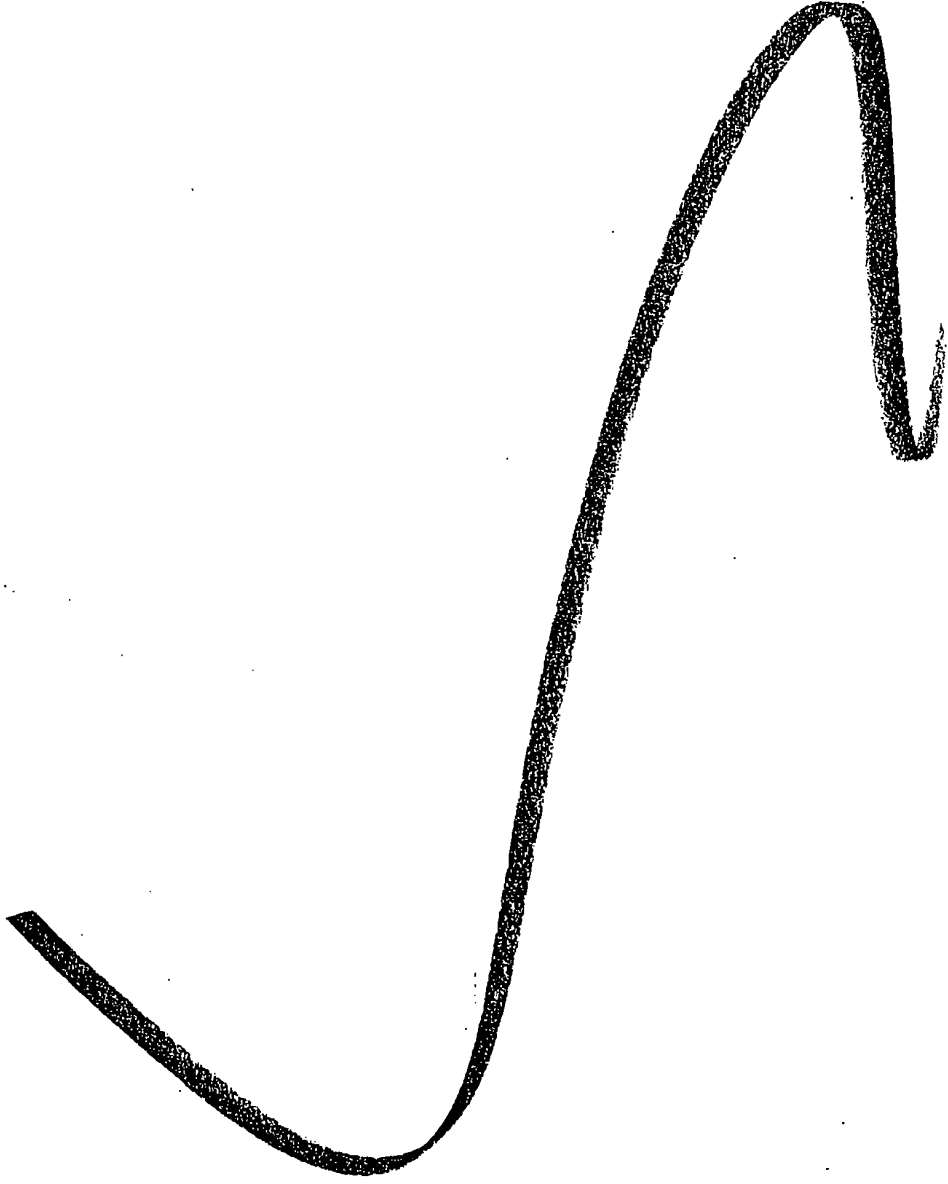
Covered Parties shall permit the New York City Department of Housing Preservation and Development ("HPD") to inspect any and all records concerning or relating to job openings or the hiring of individuals for Covered Jobs. Covered Parties shall retain all such records for one (1) year from the date of contract completion and shall permit an inspection by HPD within seven (7) business days of the request.

E. Other Hiring Requirements

Covered Parties shall comply with all federal, state, and/or local hiring requirements as may be set forth elsewhere in this Agreement or other project documents.

SCHEDULE E
NEGATIVE DECLARATION

[Follows]





CITY PLANNING COMMISSION
CITY OF NEW YORK

OFFICE OF THE CHAIRMAN

REVISED NEGATIVE DECLARATION¹
Supersedes the Negative Declaration Issued on May 23, 2016

October 4, 2016

Project Identification

CEQR No. 16DCP146X
ULURP Nos. 150312ZMX, 150313ZR
SEORA Classification: Type I

Lead Agency

City Planning Commission
120 Broadway, 31st Floor
New York, NY 10271
Contact: Robert Dobruskin
(212) 720-3423

Name, Description and Location of Proposal:

Concourse Village West

The Applicant, Upper Manhattan Development Corp., is seeking a zoning map amendment affecting a portion of Block 2458 (Block 2458, Lots 6, 13, 35, 43, 49, and p/o Lots 16, 25, and 26, the "Affected Area") in the Concourse Village neighborhood of Bronx, Community District 4. The zoning map amendment would rezone the Affected Area from the existing C8-3 district to three new districts: R8 (applicable to Block 2458, Lot 13), R7D (applicable to Block 2458, Lots 49, 6, 35, 43 and p/o Lots 16, 25 and 26), and R7D/C1-4 (applicable to Block 2458, Lot 35 and p/o Lot 26). The Applicant is also seeking a zoning text amendment to Zoning Resolution (ZR) Section 23-933 Appendix F to establish a Mandatory Inclusionary Housing (MIH) area that is coterminous with the entire Affected Area. The proposed zoning map and text amendments (collectively, the "Proposed Actions") would facilitate a proposal by the Applicant to construct three buildings on three sites under their control: Block 2458, Lot 13 ("Projected Site 1"); Lot 35 ("Projected Site 2"); and Lot 49, ("Projected Site 3"). The development proposed on Projected Sites 1-3 would total 218,617 gross square feet (gsf) of residential uses (213 dwelling units, 140 of which would be affordable for households earning up to 60 percent of the Area Median Income (AMI)), 6,300 gsf of commercial retail use, 9,500 gsf of community facility use, and 49 accessory parking spaces (the "Proposed Developments").

In addition to the proposed zoning map and text amendment, the Applicant also seeks discretionary financing for the residential component of the proposed developments on Projected Sites 1-3, from the New York City of Housing Preservation and Development (HPD). A coordinated environmental review was conducted with HPD acting as an involved agency.

¹ This Revised Negative Declaration is reflective of additional information included in the EAS which clarifies State regulations of odor emissions from an existing facility within the Affected Area, as discussed further in the Supporting Statement of this document.

For the purposes of presenting a conservative environmental review analysis, it was assumed that two additional sites, not under the Applicant's control, would be redeveloped in the future with the Proposed Actions: Block 2458, Lot 6 (Projected Site 4) and Block 2458, Lot 43 (Projected Site 5). In total, all five Projected Sites are expected to be redeveloped with a total 432,964 gsf of residential use (433 dwelling units, 130 of which are expected to be affordable pursuant to the Mandatory Inclusionary Program), 6,300 gsf of commercial use, 40,246 gsf of community facility use, and 114 accessory off-street parking spaces.

The sites located within the Affected Area are developed with a total of 4,250 gsf of general service use (Use Group 16), 9,800 gsf of community facility use (Use Group 4), 43,146 gsf of manufacturing use (Use Group 17 and 18), and 399 public parking spaces. Specifically, Projected Site 1 is occupied by an existing parking facility with 150 public parking spaces. Projected Site 2 is occupied by a 4,250 gsf general service building shared between an automotive repair service and a laundromat, and 99 unenclosed public parking spaces. Projected Site 3 is occupied by a 150-space public parking lot. Other lots within the Affected Area include a 9,800 gsf church (Lot 43, "Projected Site 5"), and a 43,416 gsf manufacturing building which contains a furniture warehouse and poultry facility (Lot 6, "Projected Site 4"). The rezoning area also includes portions of lots developed with three 6-story art-deco apartment buildings on Lots 16, 25, and 26, which are not expected to be affected by the proposed actions. These buildings are located within the Historic District designated by LPC and the National Register of Historic Places.

The entire Affected Area is currently zoned C8-3, which permits a maximum allowable commercial FAR of 2.0 and community facility FAR of 6.5. Portions of the Affected Area (p/o Lots 6, 13, 16, 25, and 26) are within the Special Grand Concourse Preservation District.

The proposed rezoning would permit a maximum residential FAR of 7.2 in the proposed R8 district, a maximum residential FAR of 5.6 in the proposed R7D district, and a maximum commercial FAR of 2.0 within the proposed C1-4 commercial overlay. In the future with the Proposed Actions, the current development on Projected Site 1 would be demolished, and the site would be redeveloped with a 14-story 56,623 gsf residential building with 53 dwelling units and 8 accessory parking spaces; Projected Site 2 would be developed with a 12-story 116,817 gsf mixed residential and commercial building containing 90 dwelling units, 6,300 gsf of ground floor retail use, and 23 accessory parking spaces; and Projected Site 3 would be developed with a 100,531 gsf mixed residential and community facility building containing 70 dwelling units, 9,500 gsf of community facility use, and 18 accessory parking spaces. Per Option 2 of the MIH program, at least 30 percent of the residential floor area would be reserved for residents with incomes averaging 80 percent AMI. In accordance with the MIH program, and HPD and HDC discretionary financing approvals, it is expected that 140 dwelling units out of the proposed 213 units would be affordable for households earning up to 60 percent AMI, and 73 would be affordable for households earning up between 80 to 100 percent.

The analysis year for the Proposed Actions is 2021. Absent the Proposed Actions, the Affected Area is expected to remain in its existing condition.

In connection with the Proposed Actions, an (E) designation (E-386) would be assigned to sites within the Affected Area (Block 2458, Lots 6, 13, 35, 43, and 49) to avoid potential significant adverse impacts related to hazardous materials, air quality and noise.

The (E) designation related to hazardous materials would apply to the following sites:

Block 2458, Lot 6
Block 2458, Lot 13
Block 2458, Lot 35
Block 2458, Lot 43
Block 2458, Lot 49

The (E) designation text related to hazardous materials is as follows:

Task 1-Sampling Protocol

The applicant submits to OER, for review and approval, a Phase I of the site along with a soil, groundwater and soil vapor testing protocol, including a description of methods and a site map with all sampling locations clearly and precisely represented. If site sampling is necessary, no sampling should begin until written approval of a protocol is received from OER. The number and location of samples should be selected to adequately characterize the site, specific sources of suspected contamination (i.e., petroleum based contamination and non-petroleum based contamination), and the remainder of the site's condition. The characterization should be complete enough to determine what remediation strategy (if any) is necessary after review of sampling data. Guidelines and criteria for selecting sampling locations and collecting samples are provided by OER upon request.

Task 2-Remediation Determination and Protocol

A written report with findings and a summary of the data must be submitted to OER after completion of the testing phase and laboratory analysis for review and approval. After receiving such results, a determination is made by OER if the results indicate that remediation is necessary. If OER determines that no remediation is necessary, written notice shall be given by OER.

If remediation is indicated from test results, a proposed remediation plan must be submitted to OER for review and approval. The applicant must complete such remediation as determined necessary by OER. The applicant should then provide proper documentation that the work has been satisfactorily completed.

A construction-related health and safety plan should be submitted to OER and would be implemented during excavation and construction activities to protect workers and the community from potentially significant adverse impacts associated with contaminated soil, groundwater and/or soil vapor. This plan would be submitted to OER prior to implementation.

With the assignment of the above-referenced (E) designation for hazardous materials, the Proposed Actions would not result in significant adverse impacts.

The (E) designation related to air quality would apply to the following properties:

Block 2458, Lot 6
Block 2458, Lot 13
Block 2458, Lot 35
Block 2458, Lot 43
Block 2458, Lot 49

The (E) designation related to air quality is as follows:

Block 2458, Lot 13: Any new residential and/or commercial development on Block 2458 Lot 13 (Site 1) must use exclusively natural gas for HVAC systems and ensure that the heating, ventilating and air conditioning stack is located at the highest tier or 178 feet above grade and setback at least 10 feet from any roof lot line to avoid any potential significant adverse air quality impacts.

Block 2458, Lot 35: Any new residential and/or commercial development on Block 2458 Lot 35 (Site 2) must use exclusively natural gas for HVAC systems and ensure that the heating, ventilating and air conditioning stack is located at the highest tier or 118 feet above grade and setback at least 10 feet from any roof lot line to avoid any potential significant adverse air quality impacts.

Block 2458, Lot 49: Any new residential and/or commercial development on Block 2458 Lot 49 (Site 3) must use exclusively natural gas for HVAC systems and ensure that the heating, ventilating and air conditioning stack is located at the highest tier or 118 feet above grade and setback at least 10 feet from any roof lot line to avoid any potential significant adverse air quality impacts.

Block 2458, Lot 6: Any new residential and/or commercial development on Block 2458 Lot 6 (Site 4) must use exclusively natural gas for HVAC systems and ensure that the heating, ventilating and air conditioning stack is located at the highest tier or 118 feet above grade and at least 151 feet from the lot line facing Grand Concourse and 93 feet from the lot line facing East 156 Street to avoid any potential significant adverse air quality impacts.

Block 2458, Lot 43: Any new residential and/or commercial development on Block 2458 Lot 43 (Site 5) must use exclusively natural gas for HVAC systems and ensure that the heating, ventilating and air conditioning stack is located at the highest tier or 118 feet above grade and setback at least 10 feet from any roof lot line to avoid any potential significant adverse air quality impacts.

With the assignment of the above-referenced (E) designation for air quality, the Proposed Actions would not result in significant adverse impacts.

The (E) designation related to noise would apply to the following properties:

Block 2458, Lot 6
Block 2458, Lot 13

The text for the (E) designation related to noise is as follows:

Block 2458, Lots 6 and 13: In order to ensure an acceptable interior noise environment, future residential uses must provide a closed window condition with a minimum of 31 dBA window/wall attenuation on the façades facing the Grand Concourse in order to maintain an interior noise level of 45 dBA. In order to maintain a closed-window condition, an alternate means of ventilation must also be provided. Alternate means of ventilation includes, but is not limited to, air conditioning.

With the assignment of the above-referenced (E) designation for noise, the Proposed Actions would not result in significant adverse impacts.

Statement of No Significant Effect:

The Environmental Assessment and Review Division of the Department of City Planning, on behalf of the City Planning Commission, has completed its technical review of the Environmental Assessment Statement, dated May 20, 2016, prepared in connection with the ULURP Application (Nos. 150312ZMX, 150313ZRX). The City Planning Commission has determined that the Proposed Actions will have no significant effect on the quality of the environment.

Supporting Statement:

The above determination is based on an environmental assessment which finds that:

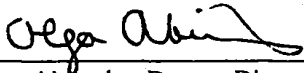
1. Subsequent to the issuance of an Environmental Assessment Statement (EAS) on May 20, 2016 (the "May 2016 EAS") and Negative Declaration on May 23, 2016, a Revised EAS was issued on September 30, 2016. The Revised EAS provides supplemental information related to an existing poultry establishment located within the Affected Area (Block 2458, Lot 6, Projected Development Site 4). The Air Quality section of the Revised EAS clarifies that the poultry establishment located on Projected Development Site 4 is currently subject to the provisions of State law, under 6 NYCRR 211-1, which prohibits emission of odors that could adversely affect nearby sensitive receptors and therefore significant adverse impacts related to odor air quality are not expected to occur. The additional information provided does not alter the conclusions of the May 2016 EAS or the May 2016 Negative Declaration.
2. The (E) designation related to hazardous materials, air quality and noise would ensure that the Proposed Actions would not result in significant adverse impacts.
3. To avoid inadvertent demolition and/or construction-related damage to historic resources, the Applicant has stated they will prepare a Construction Protect Plan (CPP), which would be coordinated with LPC and implemented in consultation with a licensed professional engineer. This CPP would be prepared as set forth in Section 523 of the CEQR Technical Manual and in compliance with the procedures included in the DOB's TPPN #10/88 and LPC's guidelines for Construction Adjacent to a Historic Landmark and Protection Programs for Landmarks Buildings. The CPP would be prepared and implemented prior to demolition and construction activities on the

Projected Sites and project-related demolition and construction activities would be monitored as specified in the CPP.

4. No other significant effects upon the environment that would require the preparation of a Draft Environmental Impact Statement are foreseeable.

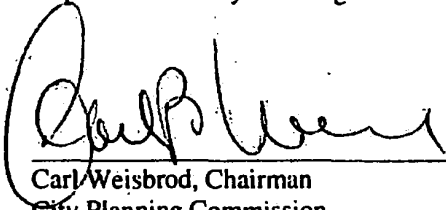
This Revised Negative Declaration has been prepared in accordance with Article 8 of the New York State Environmental Conservation Law 6NYCRR part.617 (SEQRA).

An Environmental Assessment Statement is attached. Please contact Christopher Lee of the Department of City Planning at (212) 720-3429, if you have any questions regarding the application.



Olga Abinader, Deputy Director
Environmental Assessment & Review Division
Department of City Planning

Date: September 30, 2016



Carl Weisbrod, Chairman
City Planning Commission

Date: October 4, 2016

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 25

Document ID: 2017071300569009

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: AGREEMENT

Document Page Count: 23

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
NYC HOUSING DEV. CORPORATION
110 WILLIAM STREET
NEW YORK, NY 10038

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	13	Entire Lot	702 GRAND CONCOURSE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156TH STREET

Property Type: COMMERCIAL REAL ESTATE

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

THE CITY OF NEW YORK
DEPT OF HPD, 100 GOLD STREET
NEW YORK, NY 10038

PARTY 2:

CONCOURSE VILLAGE WEST OWNER LLC
40 FULTON STREET, 12TH FLOOR
NEW YORK, NY 10038

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 158.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

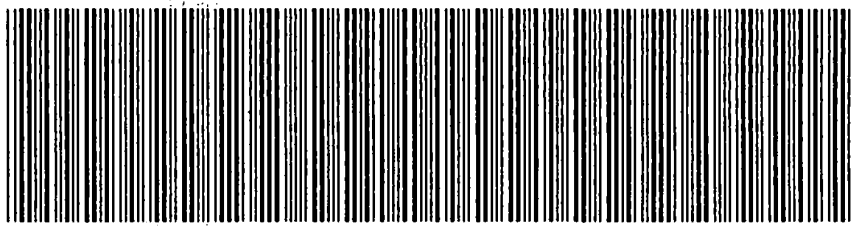
City Register File No.(CRFN):
2017000269639



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 25

Document ID: 2017071300569009
Document Type: AGREEMENT

Document Date: 06-28-2017

Preparation Date: 07-13-2017

PROPERTY DATA

Borough	Block Lot	Unit	Address
BRONX	2458 49 Entire Lot		741 CONCOURSE VILLAGE WEST

Property Type: COMMERCIAL REAL ESTATE

PARTIES

PARTY 1:
HP CONCOURSE VILLAGE WEST H.D.F.CO., INC.
242 WEST 36TH STREET
NEW YORK, NY 10018

ARTICLE XI REGULATORY AGREEMENT

THE CITY OF NEW YORK

AND

**HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.
and
CONCOURSE VILLAGE WEST OWNER LLC**

PREMISES AFFECTED BY THIS INSTRUMENT:

BLOCK	LOT
2458	13, 35, 49

ON THE TAX MAP OF THE CITY OF NEW YORK, COUNTY OF BRONX

RECORD AND RETURN TO:

**THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
OFFICE OF LEGAL AFFAIRS
CONTRACTS AND REAL ESTATE DIVISION
100 GOLD STREET, ROOM 5-S5
NEW YORK, NEW YORK 10038**

CT17-00030-61

ARTICLE XI REGULATORY AGREEMENT

^{as of}
THIS AGREEMENT is made on the 28th day of June 2017, between **THE CITY OF NEW YORK**, a municipal corporation (the "City") acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT** having an office at 100 Gold Street, Ninth Floor, New York, New York 10038 ("HPD"), **HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not for profit corporation having offices at 242 West 36th Street, 3rd Floor, New York, New York 10018 ("HDFC") and **CONCOURSE VILLAGE WEST OWNER LLC**, a New York limited liability company having offices at 40 Fulton Street, 12th Floor, New York, New York 10038 ("LLC").

WHEREAS, HDFC has acquired on the date hereof the real property described in **Schedule A** hereof (the "Exemption Area"); and

WHEREAS, HDFC and LLC have entered into a certain Declaration and Nominee Agreement of even date herewith, whereby HDFC has retained legal or record ownership of the fee interest in the Exemption Area, while granting unto LLC all the beneficial interest in the ownership of the Exemption Area (hereinafter, HDFC and LLC, collectively, "Owner"); and

WHEREAS, Owner shall construct improvements on the Exemption Area that will contain, (i) two hundred sixty-five (265) multiple dwelling units, including two hundred sixty-three (263) multiple dwelling units of rental housing for low and moderate income families and two (2) superintendents' units, (ii) approximately 6,449 square feet of community facility space, (iii) approximately 19,740 square feet of parking space and (iv) approximately 5,614 square feet of retail space (the "Project"); and

WHEREAS, pursuant to a master lease dated as of the date hereof (the "LIHTC Master Lease"), a memorandum of which shall be recorded against the Exemption Area in the Office of the City Register, County of Bronx (the "City Register's Office"), LLC has leased its beneficial and equitable interest to a portion of the Exemption Area to consist of the Tax Credit Condo Units (as defined below), to CVW Realty LIHTC Owner, a New York limited liability company (the "LIHTC Master Lessee"); and

WHEREAS, as of the date hereof, LLC shall lease the portion of the Exemption Area to consist of the Retail Condo Unit, Parking Condo Units and Community Facility Condo Unit (as each is defined below) to CVW Master Tenant LLC, a New York limited liability company (the "Commercial Master Lease"); and

WHEREAS, Owner intends to subject the Exemption Area to a condominium regime pursuant to the Condominium Act of the State of New York, which condominium will consist of ten (10) condominium units: (i) three (3) residential units consisting of an aggregate of approximately one hundred and thirty two (132) residential apartments for low-income households and for which are eligible for federal low income housing tax credits (collectively, the "Tax Credit Condo Units"), (ii) three (3) residential units consisting of an aggregate of approximately one hundred thirty one (131) residential apartments for moderate-income households (collectively the "Non-Tax Credit Condo Units"), (iii) one (1) condominium unit consisting of approximately 9,539 square feet of parking space ("Parking Unit I") (iv) one (1) condominium unit consisting of approximately 10,201 square feet of parking space ("Parking Unit II" and together with Parking Unit I, the "Parking Condo Units"), (v) one (1) condominium unit consisting of approximately 5,614 square feet of retail space and (vi) one (1) condominium unit consisting of approximately

6,449 square feet of community facility space (the "Community Facility Condo Unit") (collectively, the "Condominium"); and

WHEREAS, the Exemption Area shall consist of the Tax Credit Condo Units and the Non-Tax Credit Condo Units and the Community Facility Condo Unit; and

WHEREAS, the City Council of the City of New York, by resolution dated May 24, 2017, No. 1490 (the "Council Resolution"), a copy of which is attached hereto as **Schedule B** and made a part hereof, approved a new tax exemption, pursuant to Section 577 of the Private Housing Finance Law of the State of New York, on the Exemption Area (the "Exemption").

NOW THEREFORE, the parties do hereby agree as follows:

1. **Term.** The term of this Agreement (the "Term") shall commence on the date of this Agreement (the "Effective Date") and shall expire on a date that is the earlier of (i) a date that is forty (40) years from the Effective Date, (ii) the date of the expiration or termination of the HDC-HPD Regulatory Agreement (as defined below) or (iii) the date upon which the Exemption Area ceases to be legally owned by either a housing development fund corporation or an entity wholly controlled by a housing development fund corporation (the "Expiration Date").

2. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"HDC" means New York City Housing Development Corporation.

"HDC Loan" means, collectively, those certain construction loans provided by HDC to Owner for the construction of the Project on the Exemption Area, in the original aggregate principal amount of **\$86,703,846**.

"HDC Mortgage" means, collectively, those certain mortgages of even date herewith, executed by Owner to HDC, securing the HDC Loan, which mortgages are to be recorded against the Exemption Area in the Office of the City Register, County of Bronx (the "City Register's Office").

"HDC-HPD Regulatory Agreement" means a certain regulatory agreement of even date herewith by and among HDC, HPD and Owner, executed in connection with the HDC Loan, which agreement is to be recorded against the Exemption Area in the City Register's Office.

"Permanent Loan Closing" means the date on which the HDC Loan is converted from a construction loan to a permanent loan.

"Rent Stabilization Code" means Title 26, Chapter 4 of the New York City Administrative Code (and any successor statute) and the regulations promulgated in connection therewith.

"Unit" means a dwelling unit on the Exemption Area.

3. **Exemption.**

- A. The Exemption shall terminate upon the Expiration Date or as set forth in the Council Resolution.
- B. In consideration of the Exemption, Owner of the Exemption Area (i) shall execute and record this Agreement, and (ii) for so long as the Exemption shall remain in effect, shall waive the benefits of any additional or concurrent exemption from or abatement of real property taxation which may be authorized under any existing or future local, state, or federal law, rule or regulation.
- C. The Exemption shall only apply to a building on the Exemption Area that has a temporary certificate of occupancy on or before five (5) years from the Effective Date.
- D. Nothing herein shall entitle Owner to a refund of any real property taxes which accrued and were paid with respect to the Exemption Area prior to the Effective Date.

4. Rent Requirements.

A. Registration in Accordance With Rent Stabilization Code.

Not later than thirty (30) days after the date of the Permanent Loan Closing, Owner shall register the rents for each Unit as follows in accordance with the Rent Stabilization Code at the rents set forth in the HDC-HPD Regulatory Agreement.

The rents so registered shall be deemed the initial legal regulated Rent Stabilization Code rents. Owner shall follow all procedures and guidelines of the New York State Division of Housing and Community Renewal (or its successor agency with jurisdiction over enforcing the Rent Stabilization Code) and all relevant requirements of the Rent Stabilization. As hereinafter referred to in this Agreement, the "Legal Rent" shall refer to the initial legal regulated rent as adjusted pursuant to the Rent Stabilization Code.

- B. No Rent Stabilization Exemptions. Owner shall not utilize any exemption or exclusion from any requirement of the Rent Stabilization Code to which Owner might otherwise be or become entitled with respect to one or more Units, including, but not limited to, any exemption or exclusion from the rent limits, renewal lease requirements, registration requirements, or other provisions of the Rent Stabilization Code due to (i) the vacancy of a Unit where the rent exceeds a prescribed maximum amount, (ii) the fact that tenant income and/or rent exceed prescribed maximum amounts, (iii) the nature of the tenant, or (iv) any other factor.
- C. HDC-HPD Regulatory Agreement. All Units in the Project must be rented in accordance with the terms and conditions contained both herein and in the HDC-HPD Regulatory Agreement. In the event of a conflict between the terms contained in this Agreement and those contained in the HDC-HPD Regulatory Agreement, the stricter of such terms shall prevail.
- D. Contractual Rent Regulation.

(i) Definitions.

"Destabilization" means any set of facts that causes Rent Stabilization to no longer apply to the Units subject to this Agreement, whether by expiration, legislative repeal, judicial invalidation, or any other reason.

"Contractual Rent Regulation" means the following after Destabilization:

(a) Owner shall be required to offer renewal leases on the same terms and conditions as had been required by Rent Stabilization at the time of Destabilization (subject however to the provisions in subparagraphs (b) and (c) below), as if the Unit was still subject to and not excluded or exempted from any provision of Rent Stabilization, including, but not limited to, any exemption or exclusion regarding rent limits, renewal lease requirements, or any other provision due to (i) the vacancy of a Unit where the rent exceeds a prescribed maximum amount, (ii) the fact that tenant income and/or Unit rent exceed prescribed maximum amounts, (iii) the nature of the tenant, or (iv) any other factor.

(b) The **"Legal Rent,"** as such term is used in the HDC-HPD Regulatory Agreement, shall be limited by percentage increases calculated based on a method or index established by HPD for determining the maximum increase to Legal Rent upon lease renewal or vacancy. Such method or index shall be based on inflation or on factors substantially equivalent to the factors considered in calculating such increases under Rent Stabilization at the time of Destabilization, and shall incorporate a method for determining and implementing increases to Legal Rent by reason of major capital improvements performed by Owner, to the extent that such increases, if any, are not prohibited hereunder. HPD will publish such methodology in the City Record and will provide a copy of the methodology to Owner upon request.

(c) Wherever this Agreement limits increases in rent by increases as permitted by Rent Stabilization (or language of similar import), such increases shall be limited by the percentage increases established by HPD as described in subparagraph (b) above.

(ii) If Destabilization occurs during the Extended Use Period (as defined in the HDC-HPD Regulatory Agreement), then for the remainder of the Extended Use Period, all Units that have undergone Destabilization shall be subject to Contractual Rent Regulation. If some Units remain subject to Rent Stabilization while other Units have undergone Destabilization, Contractual Rent Regulation will only apply to the Units that have undergone Destabilization.

5. Management.

A. General.

- (i) Owner shall manage and operate the Exemption Area in accordance with generally acceptable management practices in New York City.
 - (ii) On or before the later of (i) the date that 10% of the Units are first occupied and (ii) the date of issuance of the Obligations (as defined in the HDC-HPD Regulatory Agreement) (the "**Occupancy Date**"), Owner shall enter into a management contract with a third party management entity, which contract and management entity shall both be subject to HPD approval. Such contract shall have a term of not less than one (1) year. The management fee shall not exceed 6% of residential rent collected. Any new or replacement management entity shall be subject to HPD approval.
 - (iii) Owner shall be in default of this Paragraph 5(A) if HPD gives written notice to Owner of such violation and Owner fails to cure such violation within ninety (90) days of giving such notice.
- B. Maintenance of the Exemption Area. Owner shall maintain and operate the Exemption Area in a proper, safe, sanitary and healthful condition in compliance with all applicable legal requirements, and to make all necessary repairs and replacements, including curing all housing and building code violations in the time period prescribed by law.
- C. Municipal Charges. Owner shall pay all municipal charges ("**Charges**") in a timely manner, including taxes, assessments (and installments of any assessments that are payable in installments), water rates, sewer rents, and other charges, including without limitation, vault charges and license fees for the use of vaults, chutes, and similar areas adjoining the Exemption Area, now or hereafter levied or assessed against the Exemption Area prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof. Upon HPD request, Owner shall provide HPD with evidence of payment of Charges.
- D. Insurance.
- (i) Owner shall keep the buildings, improvements and all other property on the Exemption Area insured by procuring general liability and building policies providing sufficient coverage issued by an insurance company licensed in the State of New York against fire, vandalism, malicious mischief, collapse, flood (if in a federally designated flood area), earthquakes and other risks customarily insured against under extended coverage policies in the City of New York. Owner shall provide HPD on an annual basis with copies of insurance certificates in form satisfactory to HPD evidencing compliance with such requirements.
 - (ii) Owner shall maintain Commercial General Liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence. In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to the Exemption Area and such per-location aggregate shall be at least Two Million Dollars (\$2,000,000). This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, that may arise from any of the

operations under this Agreement. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, shall contain no exclusions other than as required by law or as approved by the Commissioner, and shall be "occurrence" based rather than "claims-made." Policies providing such insurance may not include any endorsements excluding coverage relating to the emission of asbestos, lead, mold, or pollutants. Such Commercial General Liability insurance shall name the City of New York, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2026.

- E. **Building Reserve.** In the event that during the Term any comparable reserve required to be established, funded and maintained under the HDC-HPD Regulatory Agreement, the HDC Mortgage, LLC's operating agreement, and/or any other instrument evidencing or securing the HDC Loan is terminated or is no longer required pursuant thereto (in any or all of the foregoing case(s) the "Lender Required Reserves"), any remaining Lender Required Reserves funds must be transferred released or retained pursuant to the terms of such document governing the Lender Required Reserves, with written notice thereof promptly given to HPD beforehand. If Owner obtains new financing after the HDC Loan has been repaid in full, but prior to the Expiration Date of the Term (the "Refinancing"), Owner shall establish a Building Reserve Fund (the "Reserve") into which Owner shall deposit each month, commencing on the first day of the first month following the Occupancy Date, an amount equal to three percent (3%) of the gross scheduled residential rent for all dwelling units on the Exemption Area, or such other percentage or sum required by HPD in line with HPD's building reserve requirement practices in existence at the time of the Refinancing. Notwithstanding the foregoing, however, if a Refinancing lender requires a building reserve to be established and maintained at the time and throughout the term of the Refinancing (the "Refinancing Building Reserve"), comparable to the Reserve as determined and approved by HPD, then such Refinancing Building Reserve shall satisfy the Reserve requirement set forth herein. Monies in the Reserve shall be kept segregated from other monies of Owner and may be drawn on and used to pay for the cost of capital improvements and/or for extraordinary increases in building maintenance and operating expenses beyond the control of Owner. HPD must approve any withdrawal from the Reserve.
- F. **Service and Maintenance Contracts.** Owner shall only enter into service and maintenance contracts with qualified vendors at commercially reasonable and customary fees.
- G. **Renting Vacant Units.** Owner shall use all commercially reasonable efforts to re-rent vacated Units as soon as possible, and shall notify the HPD Assistant Commissioner of the Division of Asset Management or its successor if any Units remain vacant for six (6) months.
- H. **Building Registration.** Owner shall register the Exemption Area with HPD pursuant to Article 2 of Subchapter 4 of the New York City Housing Maintenance Code.

6. **Books, Records and Certifications.**

- A. **Maintenance of Books and Records.** Owner shall keep and maintain full and accurate books and records regarding maintenance, operation and management of the Exemption Area and comply with customary financial and other reporting requirements, and shall permit HPD to review, examine and audit such books and records at all reasonable hours. Owner shall submit to HPD such reports and information as HPD may require. Said books and records shall be retained by Owner for six (6) years after the expiration of the Term. Upon ten (10) days' written notice from HPD, Owner, including any of its members, officers, directors, employees or agents, shall submit under oath, to an oral examination by authorized representative(s) of HPD concerning any or all matters relating to the Exemption Area and shall produce for examination, review and/or audit by HPD all or such books and records, including, without limitation, journals, ledgers, accounts, check books, canceled vouchers, contracts, correspondence, stock book and minute book, as such notice may specify. Such notice shall specify the time and place of examination.
- B. **Audited Financial Reports.** Owner shall submit to HPD annually, no later than 90 days of the Project's fiscal year, in such forms as shall be approved by HPD, (i) a copy of the audited annual financial report which shall include a statement of the income and expenses of the Exemption Area, a balance sheet, a statement of cash flows, and accompanying notes and schedules; (ii) a certified rent roll; and (iii) proof of insurance.
- C. **Budget.** Owner shall submit to HPD annually, commencing on the first anniversary date of this Agreement and on each anniversary date thereafter, a budget for the following year showing anticipated income and expenses for the Exemption Area.
- D. **Additional Submissions.** Owner shall submit to HPD in a timely manner such additional reports and information requested by HPD, including, but not limited to, bank statements, tenant income records for all existing tenants and all tenants who vacated within the previous three (3) years, , rent collection reports, vacancy information, management expense reports, receipts evidencing proof of payments, portfolio information, and organizational charts.

7. **Right To Inspect.** HPD and its officers, employees, agents or inspectors shall have the right to enter and inspect the Exemption Area at all reasonable times without prior notice.

8. **Prohibition Against Conveyances, Leasing, and Loans.**

- (a) Owner shall not, without the prior written approval of HPD, (i) further encumber the Exemption Area with any lien imposed in connection with any other financing, or (ii) permit the Exemption Area or any part thereof or any interest therein to be sold, transferred or conveyed to any other person or entity, or (iii) sell, transfer or convey the Exemption Area or any part thereof or any interest therein, which shall include, but not be limited to, (x) where Owner is a business corporation (i) the sale or transfer of more than forty-nine percent (49%) of the outstanding shares of the corporation, or (ii) the dilution of present stockholding or corporate control by issuance of new or treasury stock or by conversion of any non-voting stock or other securities to voting stock, or (y) where Owner is a partnership, the withdrawal (except by death), resignation or retirement, of any general partner, or the appointment of any new, or other, or substitute

general partner(s) (provided that the foregoing shall not apply to limited partners), or (z) where Owner is a limited liability company, the withdrawal (except by death), resignation or retirement, of any member other than a passive investor member, or the appointment of any new, or other, or substitute member or members other than passive investor members.

- (b) Notwithstanding the foregoing, the transfer of interests in CVW Realty LIHTC Owner LLC held by HDFC as nominee for CVW Developers LLC to **Wells Fargo Affordable Housing Community Development Corporation**, a North Carolina corporation, which is the Low Income Housing Tax Credit Investor (the "**Tax Credit Investor**"), shall not be deemed a default under this Paragraph 8.
- (b) Owner shall not, without the prior written consent of HPD:
- (i) other than the LIHTC Master Lease and residential leases in the ordinary course of business, lease or license all or substantially all of the Exemption Area to any party or
 - (ii) other than with respect to the Commercial Master Lease, lease any commercial unit in the Exemption Area to any affiliate, subsidiary or principal of Owner, or lease any commercial unit in the Exemption Area for less than the prevailing market rent for the neighborhood where the Exemption Area is located.
- (c) Owner shall not, without the prior written consent of HPD, use any of the operating income or reserves for the Exemption Area to make loans for any purpose (whether secured or unsecured or whether repayable or forgivable) to any affiliate, subsidiary or principal of Owner or to any third party.
- (d) Condominium Conversion. Nothing in this Agreement shall prohibit Owner from creating the Condominium provided that HPD approves any condominium documents, including, but not limited to, the condominium declaration and by-laws, necessary to establish the Condominium.

9. Enforcement.

- (a) In the event of a breach of any of the covenants and agreements contained herein, the City shall have the right to one or more of the following:
- (i) Institute and prosecute any proceeding for an injunction or for specific performance of Owner's obligations hereunder.
 - (ii) Extend the Term of this Agreement by the period of such noncompliance upon the recording an appropriate document, executed solely by the City, against the Exemption Area. The period of noncompliance shall be presumed to be the period running from the date of this Agreement to the date that HPD notifies Owner of such noncompliance, which presumption may be rebutted by Owner.
 - (iii) Upon written notice of HPD, prohibit Owner and/or any of its principals from doing business with HPD for a period of not less than three (3) years

from the date of violation. Such prohibition shall not extend to as-of-right benefits Owner and/or any of its principals may receive from HPD.

- (iv) Upon a violation of Paragraph 5(E) or any reserve requirement established by any other agreement or document between HPD and Owner with respect to the Exemption Area, HPD may require Owner to establish the Reserve in a bank account governed by a deposit agreement with the bank which restricts withdrawals therefrom without an authorized signatory of HPD approving such withdrawal. Provided, however, that the foregoing provision shall not apply during any period where Owner has established and maintains and building reserve fund in accordance with the requirements of any institutional lender.
- (b) In the event of a threatened breach of any of the covenants and agreements contained herein, the City shall have the right to the remedy described in 9(a)(i) above.
- (c) HPD, in its sole and absolute discretion, may, in writing, (i) give Owner a period of up to sixty (60) days to cure the violation, provided the violation can be cured without affecting the rights of any bona fide tenants who have executed leases with Owner, or (ii) waive any of the provisions of this Paragraph 6. No such waiver shall be effective unless it is in writing. Further, no delay or waiver in enforcing the provisions hereof as to any violation shall impair, damage or waive the right of the City to enforce this Agreement in the event of a continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.
- (d) Notwithstanding the above, if HPD makes a determination as described in Paragraph 3 of the Council Resolution, HPD will provide the notice and opportunity to cure as set forth in the Council Resolution.

Any breach of any of the covenants and agreements contained herein will be considered an event of default.

- 10. **Covenants Run With The Land.** This Agreement shall run with the land and shall bind all subsequent parties in interest to the Exemption Area during the Term.
- 11. **Amendments.** Except as otherwise set forth herein, this Agreement may only be amended by a written instrument executed by HPD and Owner in recordable form.
- 12. **Investigations.** Owner shall be bound by the provisions of **Schedule C** hereof.
- 13. **Binding Nature of Restrictions.** Owner shall cause this Agreement to be recorded against the Exemption Area in the City Register's Office. The restrictions set forth in this Agreement shall run with the land and bind Owner, Owner's successors, assigns, heirs, grantees, and lessees. All references to "Owner" in this Agreement shall include Owner's successors, assigns, heirs, grantees, or lessees.
- 14. **Notices.** All notices, approvals, requests, waivers, consents or other communications given or required to be given under this Agreement shall be in writing and sent or transmitted as follows:

If to Owner: Concourse Village West Owner LLC
40 Fulton Street, 12th Floor
New York, New York 10038

with a copy to: Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attention: Russell A. Kivler, Esq

If to HPD: Department of Housing Preservation and Development
100 Gold Street
New York, New York 10038
Attention: Assistant Commissioner, Housing Incentives
Facsimile:(212) 863-5451

with a copy to: Department of Housing Preservation and Development
100 Gold Street
New York, New York 10038
Attention: General Counsel
Facsimile: (212) 863-8377

Notices must be hand delivered, transmitted via facsimile or sent by certified or registered U.S. mail, return receipt requested. Notice shall be deemed to have been given upon (i) delivery if sent by hand delivery or U.S. mail, and (ii) confirmed receipt, if sent by facsimile, to both the addressee and the person entitled to receive a copy thereof.

15. **HPD Discretion.** All determinations to be made by HPD or the City in accordance with this Agreement shall be in the sole discretion of HPD.
16. **Expiration.** Except as otherwise provided herein, upon the expiration of the Restriction Period, this Agreement shall be of no further force and effect; provided, however, that HPD shall retain all of its rights and remedies to enforce this Agreement with respect to any default or violation which occurred prior to the expiration of the Restriction Period. HPD shall, if requested by Owner, execute and deliver to Owner a document in recordable form to reflect the expiration of this Agreement.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
18. **Project Subject To Several Restrictions.** In addition to this Agreement, the Project is subject to the following instruments, all to be recorded against the Exemption Area: (a) a certain Regulatory Agreement of even date herewith between Owner, HPD and New York City Housing Development Corporation, (b) a certain Mandatory Inclusionary Housing Declaration of Restrictive Covenants (all such instruments, collectively, the "**Additional Regulatory Documents**"). Any ambiguity or conflict between this Agreement and any or all of the Additional Regulatory Documents shall be resolved in favor of the more restrictive provision(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE CITY OF NEW YORK

BY: DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

By: 
Molly Wasow Park, Deputy Commissioner

CONCOURSE VILLAGE WEST OWNER LLC

By: CVW Realty MM LLC, its sole member

By: CVW Developers LLC, its sole member

By: _____
Guido Subotovsky, Manager

HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.

By: _____
Name:
Title:

APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
FOR ONE YEAR'S USE
UNTIL JULY 31, 2018

By: /s/ Amrita Barth
Acting Corporation Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE CITY OF NEW YORK

BY: DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

By: _____
Miriam Colón, Assistant Commissioner

CONCOURSE VILLAGE WEST OWNER LLC

By: CVW Realty MM LLC, its sole member

By: CVW Developers LLC, its sole member

By: _____
Guido Subotovsky, Manager

HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.

By: Adam Gold
Name: Adam Gold
Title: Treasurer

APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
FOR ONE YEAR'S USE
UNTIL JULY 31, 2018

By: /s/ Amrita Barth
Acting Corporation Counsel

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

On this 22nd day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Miriam Colón, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

to Molly Mason Park

Benjamin Steiner

Notary Public
BENJAMIN STEINER
Notary Public, State of New York
No. 02ST6043316
Qualified in New York County
Commission Expires June 12, 2018

SEAL

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

On this 23rd day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Guido Subotovsky, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that [s]he executed the same in [her]his capacity, and that by [her]his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Fatmata K. Jalloh

NOTARY PUBLIC

SEAL

FATMATA K. JALLOH
Notary Public, State of New York
Registration #01JA6332614
Qualified in Westchester County
Commission Expires Nov. 2, 2019

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

On this 23rd day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Adam Gold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that [s]he executed the same in [her]his capacity, and that by [her]his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Fatmata K. Jalloh

NOTARY PUBLIC

SEAL

FATMATA K. JALLOH
Notary Public, State of New York
Registration #01JA6332614
Qualified in Westchester County
Commission Expires Nov. 2, 2019

SCHEDULE A

Page 1 of 3

The Exemption Area

BLOCK 2458, LOT 13

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE A

Page 2 of 3

BLOCK 2458, LOT 35

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE A

Page 3 of 3

BLOCK 2458, LOT 49

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

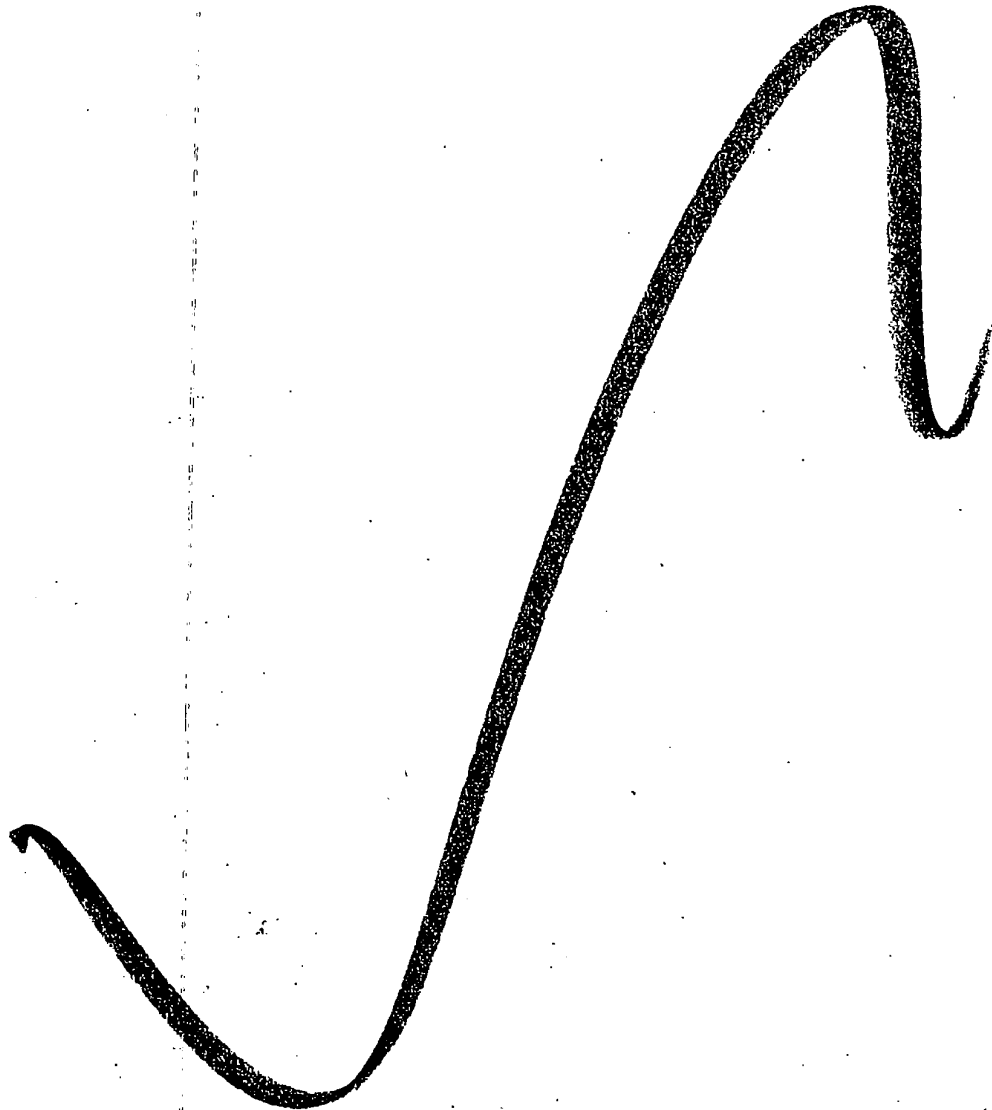
THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE B

City Council Resolution

(following pages)



**THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 1490**

Resolution approving a tax exemption pursuant to Article XI of the Private Housing Finance Law for property located at Block 2458, Lots 13, 35 and 49, Borough of the Bronx, (L.U. No. 604; Non-ULURP No. 20175318 HAX).

By Council Members Greenfield and Salamanca

WHEREAS, the New York City Department of Housing Preservation and Development ("HPD") submitted to the Council on March 27, 2017 its request dated March 20, 2017 that the Council approve an exemption of the Project from real property taxes pursuant to Section 577 of Article XI of the Private Housing Finance Law (the "Tax Exemption") for property located at Block 2458, Lots 13, 35 and 49, Community District No. 4, Borough of the Bronx, Council District No. 17 (the "Exemption Area");

WHEREAS, upon due notice, the Council held a public hearing on the Project on May 2, 2017;

WHEREAS, the Council has considered the land use and financial implications and other policy issues relating to the Project;

RESOLVED:

Pursuant to Section 577 of the Private Housing Finance Law the Council approves the exemption of the Exemption Area from real property taxes as follows:

1. For the purposes hereof, the following terms shall have the following meanings:
 - a. "Community Facility Space" shall mean those portions of the Exemption Area required to be used as a community facility under the Regulatory Agreement.
 - b. "Company" shall mean Concourse Village West Owner LLC.
 - c. "Effective Date" shall mean the later of (i) the date of conveyance of the Exemption Area to the HDFC, or (ii) the date that HPD and the Owner enter into the Regulatory Agreement.
 - d. "Exemption" shall mean the exemption from real property taxation provided hereunder.
 - e. "Exemption Area" shall mean the real property located in the Borough of Bronx, City and State of New York, identified as Block 2458, Lots 13, 35, and 49 on the

Tax Map of the City of New York.

- f. "Expiration Date" shall mean the earlier to occur of (i) a date which is forty (40) years from the Effective Date, (ii) the date of the expiration or termination of the Regulatory Agreement, or (iii) the date upon which the Exemption Area ceases to be owned by either a housing development fund company or an entity wholly controlled by a housing development fund company.
 - g. "HDFC" shall mean HP Concourse Village West Housing Development Fund Company, Inc.
 - h. "HPD" shall mean the Department of Housing Preservation and Development of the City of New York.
 - i. "Owner" shall mean, collectively, the HDFC and the Company.
 - j. "Regulatory Agreement" shall mean the regulatory agreement between HPD and the Owner establishing certain controls upon the operation of the Exemption Area during the term of the Exemption.
2. All of the value of the property in the Exemption Area, including both the land and any improvements (excluding those portions, if any, devoted to business or commercial use other than the Community Facility Space), shall be exempt from real property taxation, other than assessments for local improvements, for a period commencing upon the Effective Date and terminating upon the Expiration Date.
3. Notwithstanding any provision hereof to the contrary:
- a. The Exemption shall terminate if HPD determines at any time that (i) the Exemption Area is not being operated in accordance with the requirements of Article XI of the Private Housing Finance Law, (ii) the Exemption Area is not being operated in accordance with the requirements of the Regulatory Agreement, (iii) the Exemption Area is not being operated in accordance with the requirements of any other agreement with, or for the benefit of, the City of New York, (iv) the Exemption Area is conveyed to a new owner without the prior written approval of HPD, or (v) the construction or demolition of any private or multiple dwelling on the Exemption Area has commenced without the prior written consent of HPD. HPD shall deliver written notice of any such determination to Owner and all mortgagees of record, which notice shall provide for an opportunity to cure of not less than sixty (60) days. If the noncompliance specified in such notice is not cured within the time period specified therein, the Exemption shall prospectively terminate.

- b. The Exemption shall apply to all land in the Exemption Area, but shall only apply to buildings on the Exemption Area that have a temporary certificate of occupancy for all of the residential areas on or before five years from the Effective Date.
 - c. Nothing herein shall entitle the Owner to a refund of any real property taxes which accrued and were paid with respect to the Exemption Area prior to the Effective Date.
4. In consideration of the Exemption, the Owner of the Exemption Area, for so long as the Exemption shall remain in effect, shall waive the benefits of any additional or concurrent exemption from or abatement of real property taxation which may be authorized under any existing or future local, state or federal law, rule or regulation.

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on May 24, 2017, on file in this office.


.....
City Clerk, Clerk of The Council

SCHEDULE C

Investigation Clause

- (a) The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contracts, lease, permit, or license that is the subject of the investigation, audit or inquiry.
- (b) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;
- (c) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;
- (d) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- (e) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (g) below without the City incurring any penalty or damages for delay or otherwise.
- (f) The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:
 - (1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and /or
 - (2) The cancellation or termination of any and all such existing City contracts, leases, permit, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; moneys lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.
- (g) The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (1) and (2) below. He or she may also

consider, if relevant and appropriate, the criteria established in paragraphs (3) and (4) below in addition to any other information which may be relevant and appropriate:

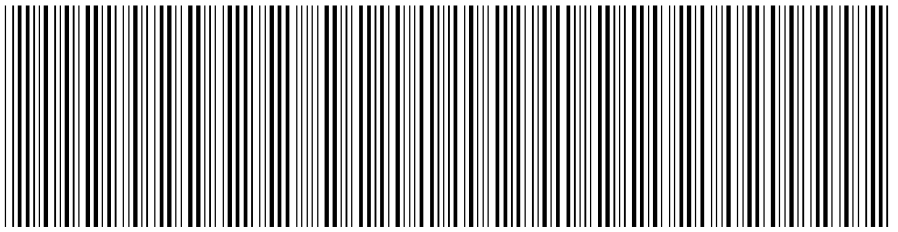
- (1) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
- (2) The relationship of the person who refuses to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
- (3) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
- (4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (f) above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in (d) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

(h)

- (1) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 - (2) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
 - (3) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives moneys, benefits, licenses, leases, or permits from or through the city or otherwise transacts business with the City.
 - (4) The term "member" as used herein shall be defined as any person in association with another person or entity as a partner, officer, principal or employee.
- (i) In addition to and notwithstanding any other provisions of this Agreement the Commissioner or agency head may in his or her sole discretion terminate this Agreement upon not less than three (3) days written notice in the in the event the contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 13

Document ID: 2017071300569016

Document Date: 06-28-2017

Preparation Date: 07-13-2017

Document Type: AGREEMENT

Document Page Count: 11

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
THE CITY OF NEW YORK/DEPT OF HPD
100 GOLD STREET
NEW YORK, NY 10038

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	13	Entire Lot	702 GRAND CONCOURSE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156TH STREET

Property Type: COMMERCIAL REAL ESTATE

Additional Properties on Continuation Page

CROSS REFERENCE DATA

Document ID: 2017071300569009

PARTIES

PARTY 1:

THE CITY OF NEW YORK
DEPT OF HPD, 100 GOLD STREET
NEW YORK, NY 10038

PARTY 2:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
110 WILLIAM STREET, 10TH FLOOR
NEW YORK, NY 10038

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 98.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

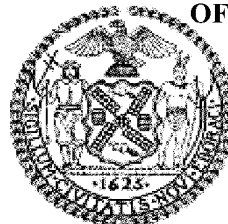
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 07-21-2017 16:26

City Register File No.(CRFN):

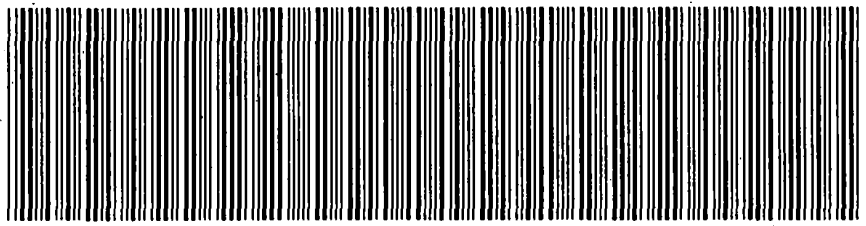
2017000269646



Annette McMill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2017071300569016001C2728

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 13

Document ID: 2017071300569016
Document Type: AGREEMENT

Document Date: 06-28-2017

Preparation Date: 07-13-2017

PROPERTY DATA

Borough	Block Lot	Unit	Address
BRONX	2458 49 Entire Lot		741 CONCOURSE VILLAGE WEST

Property Type: COMMERCIAL REAL ESTATE

**SUBORDINATION AGREEMENT
[ARTICLE XI REGULATORY AGREEMENT]**

THE CITY OF NEW YORK
and
NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

PREMISES AFFECTED BY THIS INSTRUMENT:

BLOCK	LOT
2458	13, 35, 49

ON THE TAX MAP OF THE CITY OF NEW YORK, COUNTY OF BRONX

RECORD AND RETURN TO:

**THE CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
OFFICE OF LEGAL AFFAIRS
CONTRACTS AND REAL ESTATE DIVISION
100 GOLD STREET, ROOM 5-S2
NEW YORK, NEW YORK 10038**

CT17-00030 BT

SUBORDINATION AGREEMENT
[Article XI Regulatory Agreement]

THIS AGREEMENT by and between **THE CITY OF NEW YORK**, a municipal corporation of the State of New York, having its principal office at City Hall, New York, New York 10007 (the "**City**"), acting by and through its **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**, having its principal office at 100 Gold Street, New York, New York 10038 ("**HPD**"), and **NEW YORK CITY HOUSING DEVELOPMENT CORPORATION**, a corporate governmental agency constituting a public benefit corporation duly organized and existing under the laws of the State of New York with its principal office at 110 William Street, 10th Floor, New York, New York 10038 ("**HDC**"), made on the 28th day of June, 2017 (this "**Agreement**").

WITNESSETH:

WHEREAS, on the date hereof, **HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.** (the "**HDFC**") has acquired the real property described in **Schedule A** hereof (the "**Premises**") and, pursuant to a declaration and nominee agreement of even date herewith entered into by the HDFC and **CONCOURSE VILLAGE WEST OWNER LLC** (the "**LLC**" or the "**Borrower**") (the HDFC and the LLC, collectively, the **Mortgagor**"), the HDFC has retained the legal title thereto while conveying and assigning the beneficial interest therein to the LP; and

WHEREAS, the Mortgagor is about to execute and deliver to HDC one or several building loan mortgages and, if applicable, project loan mortgages (all such mortgages, collectively the "**Building Loan Mortgage**") to secure, among other things, the aggregate original principal sum of **\$86,703,846** or so much thereof as may be advanced pursuant thereto, and interest, covering the Premises (the "**Building Loan**"), which mortgages are intended to be recorded against the Premises in the Office of the City Register, County of Bronx (the "**City Register's Office**"); and

WHEREAS, the Mortgagor and HPD are about to enter into a certain Article XI Regulatory Agreement of even date herewith covering the Premises and intended to be recorded against the Premises in the City Register's Office (the "**Article XI Regulatory Agreement**"); and

WHEREAS, HDC has requested, as an inducement to agree to finance construction of certain improvements on the Premises, that the City's rights and interests, and the Mortgagor's covenants, as provided for in the Article XI Regulatory Agreement, be subordinated to the lien of the Building Loan Mortgage in the event that the Mortgagor ceases to hold title to the Premises as a result of HDC's exercise of a remedy for the Borrower's or the Mortgagor's default, as the case may be, under any other instrument evidencing or securing any of the obligations of the Borrower or Mortgagor to HDC in connection with the Building Loan Mortgage (collectively, the "**Loan Documents**"); and

WHEREAS, the City has agreed to so subordinate its rights and interests and the Mortgagor covenants as provided in the Article XI Regulatory Agreement subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the above-stated premises and to induce HDC to accept the Building Loan Mortgage and also in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration paid, the receipt and sufficiency whereof is hereby acknowledged, HPD hereby covenants and agrees with HDC as follows:

1. (a) In the event (i) of a default (a "Default") under that certain building loan agreement and that certain project loan agreement, each of even date herewith and each between HDC and the Mortgagor, as said agreement may hereafter from time to time be modified or amended (collectively, the "Building Loan Agreement") or any other default under the Building Loan Mortgage or the note or notes secured thereby, or any of the other Loan Documents, and (ii) the principal sum secured by the Loan Documents and evidenced by the notes secured thereby have become and are immediately due and payable, whether by acceleration or otherwise, and HDC has not then or thereafter expressly waived the Default in writing in each instance, then HDC shall notify HPD in writing that a Default under the Loan Documents exists beyond any applicable grace or cure period, and that HDC intends to initiate legal proceedings against the Premises pursuant to the Loan Documents; then, at HPD's sole option, HPD may, within thirty (30) days of receipt of said notice from HDC, notify HDC of its intention whether or not to exercise its Buy-Out Option (described immediately below). Within two (2) months of such affirmative notice to HDC (or within 30 days, if Lender has disbursed 15% or more of the Building Loan), HPD shall have the option to accordingly increase its share of the Building Loan to 100% of the aggregate outstanding principal balance subject to satisfaction of the applicable requirements of the Private Housing Finance Law of the State of New York (such option herein called the "Buy-Out Option"). Upon payment of such amount by HPD, HDC shall assign to HPD all notes, mortgages, and other Loan Documents. Such assignment shall not relieve the Mortgagor of any default under the Loan Documents or liability with respect to the Building Loan. If HPD shall not elect to purchase the Building Loan Mortgage by notice to HDC within two (2) months after receipt of HDC's notice to HPD (or within 30 days, if HDC has disbursed 15% or more of the Building Loan, as described above), or shall fail to pay the amount required to be paid therefore within two (2) months after such election (or within 30 days, if HDC has disbursed 15% or more of the Building Loan, as described above) then HPD shall be deemed to have waived the Buy-Out Option and Lender may exercise its remedies under the Loan Documents.

If HPD elects not to exercise its Buy-Out Option either through notice to that effect or through failure to make the payment specified above within the aforementioned two-month period, then HDC may treat such notice or failure to pay as an election by HPD not to exercise its Buy-Out Option. If HPD elects not to exercise its Buy-Out Option, either by notice or through passage of time, and HDC has foreclosed the lien of its Loan Documents or has received a deed in lieu of foreclosure (collectively, the "Foreclosure"), then:

(A) the terms and conditions of the Article XI Regulatory Agreement shall, except as expressly provided in subparagraph (b) and (c) below, immediately and without further action (including, without limitation, without the execution or delivery of any further instrument, document, or agreement) cease to be applicable to HDC, any successor, assignee, designee or nominee of HDC, or any purchaser at a foreclosure sale or anyone taking title by a deed in lieu of foreclosure, or any successor in interest thereto or to the Premises, and shall no longer "run with the land" or be deemed to "run with the land," and same shall be null and void subsequent to Foreclosure, and further except for such restrictions as could otherwise apply in the absence of the Article XI Regulatory Agreement under the laws, ordinances and regulations of the City and State of New York; and

(B) HDC shall have the right, but not the obligation, to complete construction at its sole discretion without regard to the provisions of the Article XI Regulatory Agreement with respect to such construction.

(b) Upon foreclosure by HDC or other transfer in lieu of foreclosure, the affordability period shall be suspended only if the foreclosure recognizes any contractual or legal rights of public agencies, nonprofit business organizations, or others to take actions that would avoid termination of low-income affordability. However, if at any time following transfer by foreclosure or transfer in lieu of foreclosure, but still during the term of the affordability period, the owner of record prior to the foreclosure or transfer in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the project or property, the affordability period shall be revived according to its original terms.

(c) It is understood that the provisions set forth in this Agreement are intended solely for the purposes of defining the relative rights of (i) HDC (and its successors, assignees, designees and nominees) and any purchaser or transferee of the Premises upon or subsequent to a Foreclosure, and (ii) HPD and the City (and their successors, assignees, designees and nominees).

(d) The City, whether acting by and through HPD or otherwise, shall not exercise any of the rights and/or remedies available to it under the Article XI Regulatory Agreement (i) in the event there is a default under the Article XI Regulatory Agreement, provided HDC gives notice to the City of its intent to cure such default and diligently proceeds to effect such cure within a reasonable time or (ii) provided that HDC (or its successors, assignees, designees or nominees) gives notice to the City that the principal sum secured by the Loan Documents and evidenced by the notes secured thereby has become and is immediately due and payable, whether by acceleration or otherwise, and provided further that proceedings to foreclose the lien of the Building Loan Mortgage are promptly commenced and diligently prosecuted; except that, with respect to (ii) above, the City, acting by and through HPD, may exercise its Buy-Out Option described in paragraph 1(a) above.

2. HPD shall promptly execute and deliver such documents, instruments, agreements and further assurances as may be reasonably required or desired by HDC to evidence, confirm or effectuate any of the provisions of this Agreement and the transfer of the Premises, including, but not limited to, an amended indenture covering the Premises or an amendment to or termination of the Article XI Regulatory Agreement.
3. HPD agrees to give to the holder of the Loan Documents simultaneous written notice of (a) any default under the Article XI Regulatory Agreement, and (b) the commencement by or on behalf of the City of any action, proceeding or other remedy, whether pursuant to the Article XI Regulatory Agreement and/or at law and/or at equity, or otherwise, arising out of or in connection with any default under the Article XI Regulatory Agreement, and true copies of all default notices given and all papers served or entered in any such action or proceeding will be given to the holder(s) of the Loan Documents.
4. HPD represents and warrants that (a) no default under the Article XI Regulatory Agreement has occurred and is continuing as of the date hereof, and (b) no event has occurred and is continuing as of the date hereof which, with the giving of notice and/or

the passage of time, would constitute a default under the Article XI Regulatory Agreement.

5. This Agreement (a) shall be governed by and interpreted in accordance with the laws of the State of New York, (b) may not be changed or terminated orally and (c) shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, assigns, designees and nominees. The word "party" shall be construed as if it read "parties" whenever the sense of this Agreement so requires.
6. In the event that any provision of this Agreement or the application thereof to the Article XI Regulatory Agreement or any circumstance in any jurisdiction governing this Agreement shall, to any extent, be invalid or unenforceable under any applicable statute, regulation or rule of law, such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law, and the remainder of this Agreement and the application of any such invalid or unenforceable provision to parties, jurisdictions, or circumstances other than to whom or to which it is held invalid or unenforceable, shall not be affected thereby nor shall same affect the validity or enforceability of any other provision of this Agreement.
7. HDC shall not be prejudiced in its right to enforce the provisions of this Agreement by any act or failure to act on the part of the Mortgagor.
8. The waiver of or acquiescence in or by HDC of any breach by HPD or the failure of HDC to insist upon strict performance by HPD of any terms, provisions, conditions, covenants or agreements in this Agreement shall not constitute a waiver of any subsequent or other breach of HPD and such failure shall not be deemed a waiver of such right.
9. The rights and remedies provided to HDC under this Agreement shall be deemed cumulative and not exclusive and are in addition to and not in derogation, substitution or limitation of any other rights and remedies provided by general law and equity. In no event shall the Mortgagor be deemed a beneficiary of any of the terms, covenants or conditions set forth in this Agreement.
10. This Agreement may not be changed or terminated orally.
11. Any notice or other communication required or permitted to be given under this Agreement will be deemed sufficient and effective only if in writing, sent by registered or certified mail, to the following addresses (or such other addresses designated in a notice given as herein required) and shall be deemed effective when delivered to the United States Postal Clerk:

If to HPD, in duplicate, to:

Deputy Commissioner
Office of Development
The City of New York
Department of Housing Preservation and Development
100 Gold Street
New York, New York 10038

and to:

General Counsel
The City of New York
Department of Housing Preservation and Development
100 Gold Street, Room 5-Q2
New York, New York 10038

If to HDC, in duplicate, to:

New York City Housing Development Corporation
110 William Street
New York, New York 10038
Attention: Anthony R. Richardson, Senior Vice President

With a copy to:

New York City Housing Development Corporation
110 William Street
New York, New York 10038
Attention: General Counsel

and to:

Wells Fargo Bank, National Association
Community Lending and Investment
150 East 42nd Street, 36th Floor
New York, New York 10017
MAC: J0161-361
Attention: Elizabeth Oakley Steckart

With a copy to:

Wells Fargo Bank, National Association
Community Lending and Investment
150 East 42nd Street, 36th Floor
New York, New York 10017
MAC: J0161-361
Attention: Loan Administration

With a copy to:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Aviva Yakren, Esq.

12. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all collectively shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed by their respective officers as of the day and year written above.

THE CITY OF NEW YORK

By: **DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT**

By: 
Molly Wasow Park, Deputy Commissioner


NEW YORK CITY HOUSING DEVELOPMENT CORPORATION

By: 
Anthony R. Richardson, Senior Vice President

APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
FOR USE UNTIL FEBRUARY 28, 2019
BY: /s/ Amrita Barth
Acting Corporation Counsel

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

On the 23rd day of June in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **Molly Wasow Park**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC
BENJAMIN STEINER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02ST6043316
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES JUNE 12, 2018

SEAL

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

On the 23 day of June in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared **Anthony R. Richardson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

FRANIA B. GRIELEN
Notary Public, State of New York
Reg. No. 01GR4878542
Qualified in New York County
Commission Expires November 24, 2018

SEAL

SCHEDULE A
The Premises
Page 1 of 3

BLOCK 2458, LOT 13

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE A
Page 2 of 3

BLOCK 2458, LOT 35

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE A
Page 3 of 3

BLOCK 2458, LOT 49

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

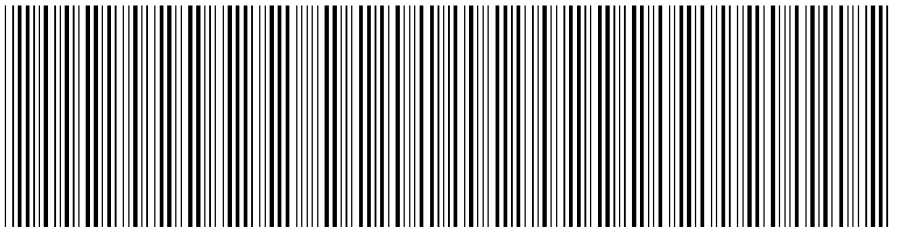
THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2017071300569017002E1595

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 7

Document ID: 2017071300569017
Document Type: INITIAL UCC1
Document Page Count: 5

Document Date: 06-28-2017

Preparation Date: 07-13-2017
FIXTURE FILING

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT17-00030-BX
NEW YORK, NY 10017
212-880-1200
ctinyrecording@ctt.com

RETURN TO:

CHICAGO TITLE INSURANCE COMPANY
NYC HOUSING DEV. CORPORATION
110 WILLIAM STREET
NEW YORK, NY 10038

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	13	Partial Lot	702 GRAND CONCOURSE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Partial Lot	180 EAST 156TH STREET

Property Type: COMMERCIAL REAL ESTATE

Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

DEBTOR:

CONCOURSE VILLAGE WEST OWNER LLC
40 FULTON STREET, 12TH FLOOR
NEW YORK, NY 10038

SECURED PARTY:

NEW YORK CITY HOUSING DEVELOPMENT CORPORATION
110 WILLIAM STREET, 10TH FLOOR
NEW YORK, NY 10038

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
TOTAL:	\$	0.00
Recording Fee:	\$	46.00
Affidavit Fee:	\$	0.00

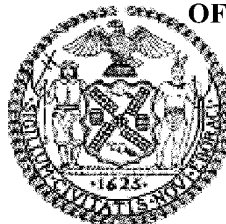
Filing Fee:

Filing Fee:	\$	0.00
NYC Real Property Transfer Tax:	\$	0.00
NYS Real Estate Transfer Tax:	\$	0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

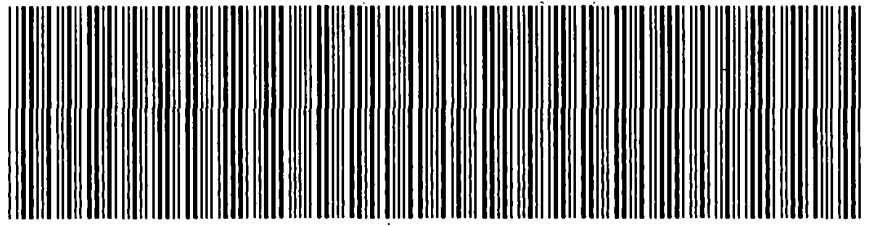
Recorded/Filed 07-21-2017 16:26
City Register File No.(CRFN):
2017000269647



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2017071300569017002C1715

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 7

Document ID: 2017071300569017
Document Type: INITIAL UCC1

Document Date: 06-28-2017

Preparation Date: 07-13-2017

PROPERTY DATA

Borough	Block Lot	Unit	Address
BRONX	2458 49 Partial Lot		741 CONCOURSE VILLAGE WEST

Property Type: COMMERCIAL REAL ESTATE

PARTIES

DEBTOR:
HP CONCOURSE VILLAGE WEST H.D.F.CO., INC.
242 WEST 36TH STREET
NEW YORK, NY 10018

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**New York City Housing Development Corporation
110 William Street
New York, New York 10038
Attention: General Counsel**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME CONCOURSE VILLAGE WEST OWNER LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS c/o Azimuth Development Group LLC, 40 Fulton Street, 12th Floor			CITY New York	STATE NY	POSTAL CODE 10038	COUNTRY USA
1d. SEE INSTRUCTIONS Not Applicable	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION New York	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 242 West 36th Street			CITY New York	STATE NY	POSTAL CODE 10018	COUNTRY USA
2d. SEE INSTRUCTIONS Not Applicable	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION not-for-profit corporation	2f. JURISDICTION OF ORGANIZATION New York	2g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME New York City Housing Development Corporation						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 110 William Street			CITY New York	STATE NY	POSTAL CODE 10038	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All assets of the debtor, whether now owned or existing or hereafter acquired or arising, and all proceeds and products thereof, including, without limitation, all fixtures on the real property described on Exhibit A (consisting of 2 pages) attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE) (optional)		All Debtors		Debtor 1	Debtor 2

8. OPTIONAL FILER REFERENCE DATA

To be Filed with the Office of the City Register, Bronx County (Concourse Village West)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
CONCOURSE VILLAGE WEST OWNER LLC		
OR	9b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> NONE		

12. ADDITIONAL SECURED PARTY'S *or* ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

See Exhibit A (consisting of 2 pages) annexed hereto and made a part hereof

**Address: 702 Grand Concourse, 180 East 156th Street,
741 Concourse Village West**

County: Bronx

Block: 2458

Lots: 13, 35, 49

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**HP Concourse Village West Housing Development
Fund Company, Inc.
242 West 36th Street
New York, New York 10018**

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

PARCEL I: (TAX LOT 13)

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL II: (TAX LOT 35)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL III: (TAX LOT 49)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

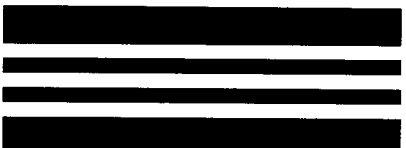
THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.



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2011 AUG -2 PM 12:30

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] *C 717-223-1230*

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
 187 Wolf Rd. Ste 101
 Albany, NY 12205

DRAWDOWN #18

L 60047436-AXIB

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
CONCOURSE VILLAGE WEST OWNER LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
c/o Azimuth Development Group LLC, 40 Fulton Street, 12th Floor **New York** **NY** **10038** **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
 Not Applicable **limited liability company** **New York** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME
HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
242 West 36th Street **New York** **NY** **10018** **USA**

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 Not Applicable **not-for-profit corporation** **New York** NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
New York City Housing Development Corporation

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
110 William Street **New York** **NY** **10038** **USA**

4. This FINANCING STATEMENT covers the following collateral:

All assets of the debtor, whether now owned or existing or hereafter acquired or arising, and all proceeds and products thereof.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]. All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

To be Filed with the New York Department of State (Concourse Village West)

FILING NUMBER: 201708020378361

(i) Definitions.

"Destabilization" means any set of facts that causes Rent Stabilization to no longer apply to the Units subject to this Agreement, whether by expiration, legislative repeal, judicial invalidation, or any other reason.

"Contractual Rent Regulation" means the following after Destabilization:

(a) Owner shall be required to offer renewal leases on the same terms and conditions as had been required by Rent Stabilization at the time of Destabilization (subject however to the provisions in subparagraphs (b) and (c) below), as if the Unit was still subject to and not excluded or exempted from any provision of Rent Stabilization, including, but not limited to, any exemption or exclusion regarding rent limits, renewal lease requirements, or any other provision due to (i) the vacancy of a Unit where the rent exceeds a prescribed maximum amount, (ii) the fact that tenant income and/or Unit rent exceed prescribed maximum amounts, (iii) the nature of the tenant, or (iv) any other factor.

(b) The **"Legal Rent,"** as such term is used in the HDC-HPD Regulatory Agreement, shall be limited by percentage increases calculated based on a method or index established by HPD for determining the maximum increase to Legal Rent upon lease renewal or vacancy. Such method or index shall be based on inflation or on factors substantially equivalent to the factors considered in calculating such increases under Rent Stabilization at the time of Destabilization, and shall incorporate a method for determining and implementing increases to Legal Rent by reason of major capital improvements performed by Owner, to the extent that such increases, if any, are not prohibited hereunder. HPD will publish such methodology in the City Record and will provide a copy of the methodology to Owner upon request.

(c) Wherever this Agreement limits increases in rent by increases as permitted by Rent Stabilization (or language of similar import), such increases shall be limited by the percentage increases established by HPD as described in subparagraph (b) above.

(ii) If Destabilization occurs during the Extended Use Period (as defined in the HDC-HPD Regulatory Agreement), then for the remainder of the Extended Use Period, all Units that have undergone Destabilization shall be subject to Contractual Rent Regulation. If some Units remain subject to Rent Stabilization while other Units have undergone Destabilization, Contractual Rent Regulation will only apply to the Units that have undergone Destabilization.

5. Management.

A. General.

- (i) Owner shall manage and operate the Exemption Area in accordance with generally acceptable management practices in New York City.
 - (ii) On or before the later of (i) the date that 10% of the Units are first occupied and (ii) the date of issuance of the Obligations (as defined in the HDC-HPD Regulatory Agreement) (the "**Occupancy Date**"), Owner shall enter into a management contract with a third party management entity, which contract and management entity shall both be subject to HPD approval. Such contract shall have a term of not less than one (1) year. The management fee shall not exceed 6% of residential rent collected. Any new or replacement management entity shall be subject to HPD approval.
 - (iii) Owner shall be in default of this Paragraph 5(A) if HPD gives written notice to Owner of such violation and Owner fails to cure such violation within ninety (90) days of giving such notice.
- B. Maintenance of the Exemption Area. Owner shall maintain and operate the Exemption Area in a proper, safe, sanitary and healthful condition in compliance with all applicable legal requirements, and to make all necessary repairs and replacements, including curing all housing and building code violations in the time period prescribed by law.
- C. Municipal Charges. Owner shall pay all municipal charges ("**Charges**") in a timely manner, including taxes, assessments (and installments of any assessments that are payable in installments), water rates, sewer rents, and other charges, including without limitation, vault charges and license fees for the use of vaults, chutes, and similar areas adjoining the Exemption Area, now or hereafter levied or assessed against the Exemption Area prior to the date upon which any fine, penalty, interest or cost may be added thereto or imposed by law for the nonpayment thereof. Upon HPD request, Owner shall provide HPD with evidence of payment of Charges.
- D. Insurance.
- (i) Owner shall keep the buildings, improvements and all other property on the Exemption Area insured by procuring general liability and building policies providing sufficient coverage issued by an insurance company licensed in the State of New York against fire, vandalism, malicious mischief, collapse, flood (if in a federally designated flood area), earthquakes and other risks customarily insured against under extended coverage policies in the City of New York. Owner shall provide HPD on an annual basis with copies of insurance certificates in form satisfactory to HPD evidencing compliance with such requirements.
 - (ii) Owner shall maintain Commercial General Liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence. In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to the Exemption Area and such per-location aggregate shall be at least Two Million Dollars (\$2,000,000). This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, that may arise from any of the

operations under this Agreement. Coverage shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, shall contain no exclusions other than as required by law or as approved by the Commissioner, and shall be "occurrence" based rather than "claims-made." Policies providing such insurance may not include any endorsements excluding coverage relating to the emission of asbestos, lead, mold, or pollutants. Such Commercial General Liability insurance shall name the City of New York, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of ISO Form CG 2026.

- E. **Building Reserve.** In the event that during the Term any comparable reserve required to be established, funded and maintained under the HDC-HPD Regulatory Agreement, the HDC Mortgage, LLC's operating agreement, and/or any other instrument evidencing or securing the HDC Loan is terminated or is no longer required pursuant thereto (in any or all of the foregoing case(s) the "Lender Required Reserves"), any remaining Lender Required Reserves funds must be transferred released or retained pursuant to the terms of such document governing the Lender Required Reserves, with written notice thereof promptly given to HPD beforehand. If Owner obtains new financing after the HDC Loan has been repaid in full, but prior to the Expiration Date of the Term (the "Refinancing"), Owner shall establish a Building Reserve Fund (the "Reserve") into which Owner shall deposit each month, commencing on the first day of the first month following the Occupancy Date, an amount equal to three percent (3%) of the gross scheduled residential rent for all dwelling units on the Exemption Area, or such other percentage or sum required by HPD in line with HPD's building reserve requirement practices in existence at the time of the Refinancing. Notwithstanding the foregoing, however, if a Refinancing lender requires a building reserve to be established and maintained at the time and throughout the term of the Refinancing (the "Refinancing Building Reserve"), comparable to the Reserve as determined and approved by HPD, then such Refinancing Building Reserve shall satisfy the Reserve requirement set forth herein. Monies in the Reserve shall be kept segregated from other monies of Owner and may be drawn on and used to pay for the cost of capital improvements and/or for extraordinary increases in building maintenance and operating expenses beyond the control of Owner. HPD must approve any withdrawal from the Reserve.
- F. **Service and Maintenance Contracts.** Owner shall only enter into service and maintenance contracts with qualified vendors at commercially reasonable and customary fees.
- G. **Renting Vacant Units.** Owner shall use all commercially reasonable efforts to re-rent vacated Units as soon as possible, and shall notify the HPD Assistant Commissioner of the Division of Asset Management or its successor if any Units remain vacant for six (6) months.
- H. **Building Registration.** Owner shall register the Exemption Area with HPD pursuant to Article 2 of Subchapter 4 of the New York City Housing Maintenance Code.

6. **Books, Records and Certifications.**

- A. **Maintenance of Books and Records.** Owner shall keep and maintain full and accurate books and records regarding maintenance, operation and management of the Exemption Area and comply with customary financial and other reporting requirements, and shall permit HPD to review, examine and audit such books and records at all reasonable hours. Owner shall submit to HPD such reports and information as HPD may require. Said books and records shall be retained by Owner for six (6) years after the expiration of the Term. Upon ten (10) days' written notice from HPD, Owner, including any of its members, officers, directors, employees or agents, shall submit under oath, to an oral examination by authorized representative(s) of HPD concerning any or all matters relating to the Exemption Area and shall produce for examination, review and/or audit by HPD all or such books and records, including, without limitation, journals, ledgers, accounts, check books, canceled vouchers, contracts, correspondence, stock book and minute book, as such notice may specify. Such notice shall specify the time and place of examination.
- B. **Audited Financial Reports.** Owner shall submit to HPD annually, no later than 90 days of the Project's fiscal year, in such forms as shall be approved by HPD, (i) a copy of the audited annual financial report which shall include a statement of the income and expenses of the Exemption Area, a balance sheet, a statement of cash flows, and accompanying notes and schedules; (ii) a certified rent roll; and (iii) proof of insurance.
- C. **Budget.** Owner shall submit to HPD annually, commencing on the first anniversary date of this Agreement and on each anniversary date thereafter, a budget for the following year showing anticipated income and expenses for the Exemption Area.
- D. **Additional Submissions.** Owner shall submit to HPD in a timely manner such additional reports and information requested by HPD, including, but not limited to, bank statements, tenant income records for all existing tenants and all tenants who vacated within the previous three (3) years, , rent collection reports, vacancy information, management expense reports, receipts evidencing proof of payments, portfolio information, and organizational charts.

7. **Right To Inspect.** HPD and its officers, employees, agents or inspectors shall have the right to enter and inspect the Exemption Area at all reasonable times without prior notice.

8. **Prohibition Against Conveyances, Leasing, and Loans.**

- (a) Owner shall not, without the prior written approval of HPD, (i) further encumber the Exemption Area with any lien imposed in connection with any other financing, or (ii) permit the Exemption Area or any part thereof or any interest therein to be sold, transferred or conveyed to any other person or entity, or (iii) sell, transfer or convey the Exemption Area or any part thereof or any interest therein, which shall include, but not be limited to, (x) where Owner is a business corporation (i) the sale or transfer of more than forty-nine percent (49%) of the outstanding shares of the corporation, or (ii) the dilution of present stockholding or corporate control by issuance of new or treasury stock or by conversion of any non-voting stock or other securities to voting stock, or (y) where Owner is a partnership, the withdrawal (except by death), resignation or retirement, of any general partner, or the appointment of any new, or other, or substitute

general partner(s) (provided that the foregoing shall not apply to limited partners), or (z) where Owner is a limited liability company, the withdrawal (except by death), resignation or retirement, of any member other than a passive investor member, or the appointment of any new, or other, or substitute member or members other than passive investor members.

- (b) Notwithstanding the foregoing, the transfer of interests in CVW Realty LIHTC Owner LLC held by HDFC as nominee for CVW Developers LLC to **Wells Fargo Affordable Housing Community Development Corporation**, a North Carolina corporation, which is the Low Income Housing Tax Credit Investor (the "**Tax Credit Investor**"), shall not be deemed a default under this Paragraph 8.
- (b) Owner shall not, without the prior written consent of HPD:
- (i) other than the LIHTC Master Lease and residential leases in the ordinary course of business, lease or license all or substantially all of the Exemption Area to any party or
 - (ii) other than with respect to the Commercial Master Lease, lease any commercial unit in the Exemption Area to any affiliate, subsidiary or principal of Owner, or lease any commercial unit in the Exemption Area for less than the prevailing market rent for the neighborhood where the Exemption Area is located.
- (c) Owner shall not, without the prior written consent of HPD, use any of the operating income or reserves for the Exemption Area to make loans for any purpose (whether secured or unsecured or whether repayable or forgivable) to any affiliate, subsidiary or principal of Owner or to any third party.
- (d) Condominium Conversion. Nothing in this Agreement shall prohibit Owner from creating the Condominium provided that HPD approves any condominium documents, including, but not limited to, the condominium declaration and by-laws, necessary to establish the Condominium.

9. Enforcement.

- (a) In the event of a breach of any of the covenants and agreements contained herein, the City shall have the right to one or more of the following:
- (i) Institute and prosecute any proceeding for an injunction or for specific performance of Owner's obligations hereunder.
 - (ii) Extend the Term of this Agreement by the period of such noncompliance upon the recording an appropriate document, executed solely by the City, against the Exemption Area. The period of noncompliance shall be presumed to be the period running from the date of this Agreement to the date that HPD notifies Owner of such noncompliance, which presumption may be rebutted by Owner.
 - (iii) Upon written notice of HPD, prohibit Owner and/or any of its principals from doing business with HPD for a period of not less than three (3) years

from the date of violation. Such prohibition shall not extend to as-of-right benefits Owner and/or any of its principals may receive from HPD.

- (iv) Upon a violation of Paragraph 5(E) or any reserve requirement established by any other agreement or document between HPD and Owner with respect to the Exemption Area, HPD may require Owner to establish the Reserve in a bank account governed by a deposit agreement with the bank which restricts withdrawals therefrom without an authorized signatory of HPD approving such withdrawal. Provided, however, that the foregoing provision shall not apply during any period where Owner has established and maintains and building reserve fund in accordance with the requirements of any institutional lender.
- (b) In the event of a threatened breach of any of the covenants and agreements contained herein, the City shall have the right to the remedy described in 9(a)(i) above.
- (c) HPD, in its sole and absolute discretion, may, in writing, (i) give Owner a period of up to sixty (60) days to cure the violation, provided the violation can be cured without affecting the rights of any bona fide tenants who have executed leases with Owner, or (ii) waive any of the provisions of this Paragraph 6. No such waiver shall be effective unless it is in writing. Further, no delay or waiver in enforcing the provisions hereof as to any violation shall impair, damage or waive the right of the City to enforce this Agreement in the event of a continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time.
- (d) Notwithstanding the above, if HPD makes a determination as described in Paragraph 3 of the Council Resolution, HPD will provide the notice and opportunity to cure as set forth in the Council Resolution.

Any breach of any of the covenants and agreements contained herein will be considered an event of default.

- 10. **Covenants Run With The Land.** This Agreement shall run with the land and shall bind all subsequent parties in interest to the Exemption Area during the Term.
- 11. **Amendments.** Except as otherwise set forth herein, this Agreement may only be amended by a written instrument executed by HPD and Owner in recordable form.
- 12. **Investigations.** Owner shall be bound by the provisions of **Schedule C** hereof.
- 13. **Binding Nature of Restrictions.** Owner shall cause this Agreement to be recorded against the Exemption Area in the City Register's Office. The restrictions set forth in this Agreement shall run with the land and bind Owner, Owner's successors, assigns, heirs, grantees, and lessees. All references to "Owner" in this Agreement shall include Owner's successors, assigns, heirs, grantees, or lessees.
- 14. **Notices.** All notices, approvals, requests, waivers, consents or other communications given or required to be given under this Agreement shall be in writing and sent or transmitted as follows:

If to Owner: Concourse Village West Owner LLC
40 Fulton Street, 12th Floor
New York, New York 10038

with a copy to: Hirschen Singer & Epstein LLP
902 Broadway, 13th Floor
New York, New York 10010
Attention: Russell A. Kivler, Esq

If to HPD: Department of Housing Preservation and Development
100 Gold Street
New York, New York 10038
Attention: Assistant Commissioner, Housing Incentives
Facsimile:(212) 863-5451

with a copy to: Department of Housing Preservation and Development
100 Gold Street
New York, New York 10038
Attention: General Counsel
Facsimile: (212) 863-8377

Notices must be hand delivered, transmitted via facsimile or sent by certified or registered U.S. mail, return receipt requested. Notice shall be deemed to have been given upon (i) delivery if sent by hand delivery or U.S. mail, and (ii) confirmed receipt, if sent by facsimile, to both the addressee and the person entitled to receive a copy thereof.

15. **HPD Discretion.** All determinations to be made by HPD or the City in accordance with this Agreement shall be in the sole discretion of HPD.
16. **Expiration.** Except as otherwise provided herein, upon the expiration of the Restriction Period, this Agreement shall be of no further force and effect; provided, however, that HPD shall retain all of its rights and remedies to enforce this Agreement with respect to any default or violation which occurred prior to the expiration of the Restriction Period. HPD shall, if requested by Owner, execute and deliver to Owner a document in recordable form to reflect the expiration of this Agreement.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
18. **Project Subject To Several Restrictions.** In addition to this Agreement, the Project is subject to the following instruments, all to be recorded against the Exemption Area: (a) a certain Regulatory Agreement of even date herewith between Owner, HPD and New York City Housing Development Corporation, (b) a certain Mandatory Inclusionary Housing Declaration of Restrictive Covenants (all such instruments, collectively, the "**Additional Regulatory Documents**"). Any ambiguity or conflict between this Agreement and any or all of the Additional Regulatory Documents shall be resolved in favor of the more restrictive provision(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE CITY OF NEW YORK

BY: DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

By: 
Molly Wasow Park, Deputy Commissioner

CONCOURSE VILLAGE WEST OWNER LLC

By: CVW Realty MM LLC, its sole member

By: CVW Developers LLC, its sole member

By: _____
Guido Subotovsky, Manager

HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.

By: _____
Name:
Title:

APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
FOR ONE YEAR'S USE
UNTIL JULY 31, 2018

By: /s/ Amrita Barth
Acting Corporation Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

THE CITY OF NEW YORK

BY: DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

By: _____
Miriam Colón, Assistant Commissioner

CONCOURSE VILLAGE WEST OWNER LLC

By: CVW Realty MM LLC, its sole member

By: CVW Developers LLC, its sole member

By: _____
Guido Subotovsky, Manager

HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.

By: Adam Gold
Name: Adam Gold
Title: Treasurer

APPROVED AS TO FORM BY
STANDARD TYPE OF CLASS
FOR ONE YEAR'S USE
UNTIL JULY 31, 2018

By: /s/ Amrita Barth
Acting Corporation Counsel

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

On this 22nd day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Miriam Colón, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

to Molly Nason Park

Benjamin Steiner

Notary Public
BENJAMIN STEINER
Notary Public, State of New York
No. 02ST6043316
Qualified in New York County
Commission Expires June 12, 2018

SEAL

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

On this 23rd day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Guido Subotovsky, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that [s]he executed the same in [her]his capacity, and that by [her]his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Fatmata K. Jalloh

NOTARY PUBLIC

SEAL

FATMATA K. JALLOH
Notary Public, State of New York
Registration #01JA6332614
Qualified in Westchester County
Commission Expires Nov. 2, 2019

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

On this 23rd day of June, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Adam Gold, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to in the within instrument and acknowledged to me that [s]he executed the same in [her]his capacity, and that by [her]his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Fatmata K. Jalloh

NOTARY PUBLIC

SEAL

FATMATA K. JALLOH
Notary Public, State of New York
Registration #01JA6332614
Qualified in Westchester County
Commission Expires Nov. 2, 2019

SCHEDULE A

Page 1 of 3

The Exemption Area

BLOCK 2458, LOT 13

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOTS NUMBERED 12, 13 AND 14 ON A CERTAIN MAP ENTITLED, "MAP OF 65 LOTS IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK BELONGING TO ARTHUR R. MORRIS AND OTHERS" DATED NEW YORK, APRIL 16, 1915, MADE BY GEORGE G. HOLLERITH, 176 BROADWAY, FILED IN THE REGISTER'S OFFICE OF BRONX COUNTY ON MAY 6, 1915, AS MAP NO. 103, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, DISTANT 452.22 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE EASTERLY ON A LINE FORMING AN EXTERIOR ANGLE ON ITS NORTHERLY SIDE OF 94 DEGREES 06 MINUTES 17 SECONDS WITH THE SAID EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 94.06 FEET;

THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST LINE, 65.31 FEET TO A POINT

THENCE WESTERLY AT RIGHT ANGLES FROM THE LAST MENTIONED COURSE, 7.07 FEET;

THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 87 DEGREES 56 MINUTES 52 SECONDS ON ITS EASTERLY SIDE WITH SAID MENTIONED LINE, 9.69 FEET;

THENCE WESTERLY ON A LINE FORMING AN INTERIOR ANGLE ON ITS NORTHERLY SIDE OF 87 DEGREES 56 MINUTES 52 SECONDS WITH THE LAST MENTIONED LINE, 81.95 FEET TO EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE;

THENCE NORTHERLY ALONG THE EASTERLY SIDE OF GRAND BOULEVARD AND CONCOURSE, 75.19 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE A

Page 2 of 3

BLOCK 2458, LOT 35

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE A

Page 3 of 3

BLOCK 2458, LOT 49

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST DISTANT 337.50 FEET SOUTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 177.81 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 65.31 FEET

THENCE EASTERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 12.94 FEET;

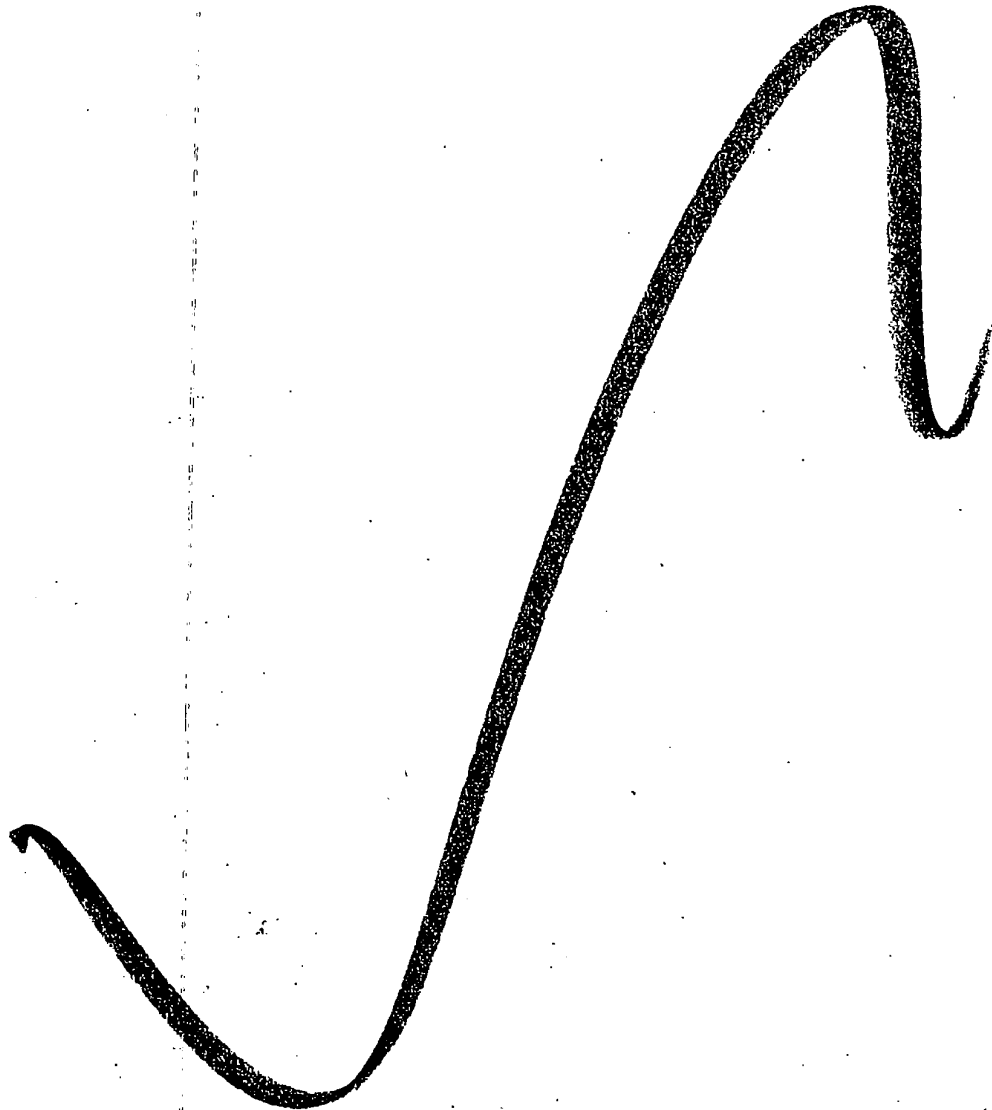
THENCE NORTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 112.53 FEET;

THENCE EASTERLY ON A LINE FORMING AN INTERIOR ANGLE OF 88 DEGREES 42 MINUTES 05 SECONDS WITH THE LAST MENTIONED COURSE 74.61 FEET TO A POINT ON THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE B

City Council Resolution

(following pages)



**THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 1490**

Resolution approving a tax exemption pursuant to Article XI of the Private Housing Finance Law for property located at Block 2458, Lots 13, 35 and 49, Borough of the Bronx, (L.U. No. 604; Non-ULURP No. 20175318 HAX).

By Council Members Greenfield and Salamanca

WHEREAS, the New York City Department of Housing Preservation and Development ("HPD") submitted to the Council on March 27, 2017 its request dated March 20, 2017 that the Council approve an exemption of the Project from real property taxes pursuant to Section 577 of Article XI of the Private Housing Finance Law (the "Tax Exemption") for property located at Block 2458, Lots 13, 35 and 49, Community District No. 4, Borough of the Bronx, Council District No. 17 (the "Exemption Area");

WHEREAS, upon due notice, the Council held a public hearing on the Project on May 2, 2017;

WHEREAS, the Council has considered the land use and financial implications and other policy issues relating to the Project;

RESOLVED:

Pursuant to Section 577 of the Private Housing Finance Law the Council approves the exemption of the Exemption Area from real property taxes as follows:

1. For the purposes hereof, the following terms shall have the following meanings:
 - a. "Community Facility Space" shall mean those portions of the Exemption Area required to be used as a community facility under the Regulatory Agreement.
 - b. "Company" shall mean Concourse Village West Owner LLC.
 - c. "Effective Date" shall mean the later of (i) the date of conveyance of the Exemption Area to the HDFC, or (ii) the date that HPD and the Owner enter into the Regulatory Agreement.
 - d. "Exemption" shall mean the exemption from real property taxation provided hereunder.
 - e. "Exemption Area" shall mean the real property located in the Borough of Bronx, City and State of New York, identified as Block 2458, Lots 13, 35, and 49 on the

Tax Map of the City of New York.

- f. "Expiration Date" shall mean the earlier to occur of (i) a date which is forty (40) years from the Effective Date, (ii) the date of the expiration or termination of the Regulatory Agreement, or (iii) the date upon which the Exemption Area ceases to be owned by either a housing development fund company or an entity wholly controlled by a housing development fund company.
 - g. "HDFC" shall mean HP Concourse Village West Housing Development Fund Company, Inc.
 - h. "HPD" shall mean the Department of Housing Preservation and Development of the City of New York.
 - i. "Owner" shall mean, collectively, the HDFC and the Company.
 - j. "Regulatory Agreement" shall mean the regulatory agreement between HPD and the Owner establishing certain controls upon the operation of the Exemption Area during the term of the Exemption.
2. All of the value of the property in the Exemption Area, including both the land and any improvements (excluding those portions, if any, devoted to business or commercial use other than the Community Facility Space), shall be exempt from real property taxation, other than assessments for local improvements, for a period commencing upon the Effective Date and terminating upon the Expiration Date.
3. Notwithstanding any provision hereof to the contrary:
- a. The Exemption shall terminate if HPD determines at any time that (i) the Exemption Area is not being operated in accordance with the requirements of Article XI of the Private Housing Finance Law, (ii) the Exemption Area is not being operated in accordance with the requirements of the Regulatory Agreement, (iii) the Exemption Area is not being operated in accordance with the requirements of any other agreement with, or for the benefit of, the City of New York, (iv) the Exemption Area is conveyed to a new owner without the prior written approval of HPD, or (v) the construction or demolition of any private or multiple dwelling on the Exemption Area has commenced without the prior written consent of HPD. HPD shall deliver written notice of any such determination to Owner and all mortgagees of record, which notice shall provide for an opportunity to cure of not less than sixty (60) days. If the noncompliance specified in such notice is not cured within the time period specified therein, the Exemption shall prospectively terminate.

- b. The Exemption shall apply to all land in the Exemption Area, but shall only apply to buildings on the Exemption Area that have a temporary certificate of occupancy for all of the residential areas on or before five years from the Effective Date.
 - c. Nothing herein shall entitle the Owner to a refund of any real property taxes which accrued and were paid with respect to the Exemption Area prior to the Effective Date.
4. In consideration of the Exemption, the Owner of the Exemption Area, for so long as the Exemption shall remain in effect, shall waive the benefits of any additional or concurrent exemption from or abatement of real property taxation which may be authorized under any existing or future local, state or federal law, rule or regulation.

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on May 24, 2017, on file in this office.


.....
City Clerk, Clerk of The Council

SCHEDULE C

Investigation Clause

- (a) The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contracts, lease, permit, or license that is the subject of the investigation, audit or inquiry.
- (b) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;
- (c) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;
- (d) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.
- (e) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph (g) below without the City incurring any penalty or damages for delay or otherwise.
- (f) The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:
 - (1) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and /or
 - (2) The cancellation or termination of any and all such existing City contracts, leases, permit, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; moneys lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.
- (g) The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (1) and (2) below. He or she may also

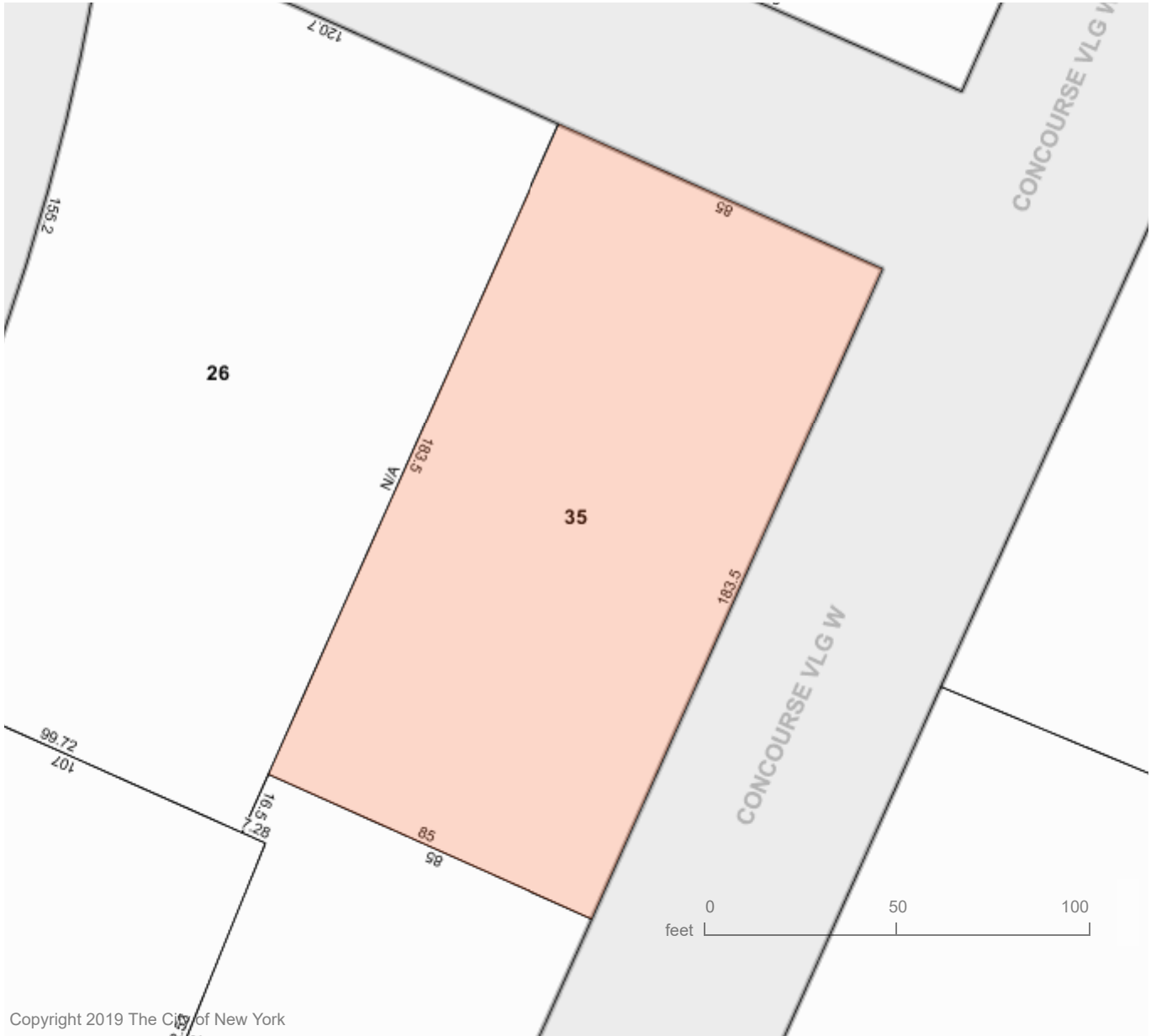
consider, if relevant and appropriate, the criteria established in paragraphs (3) and (4) below in addition to any other information which may be relevant and appropriate:

- (1) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.
- (2) The relationship of the person who refuses to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.
- (3) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.
- (4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (f) above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in (d) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

(h)

- (1) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
 - (2) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
 - (3) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives moneys, benefits, licenses, leases, or permits from or through the city or otherwise transacts business with the City.
 - (4) The term "member" as used herein shall be defined as any person in association with another person or entity as a partner, officer, principal or employee.
- (i) In addition to and notwithstanding any other provisions of this Agreement the Commissioner or agency head may in his or her sole discretion terminate this Agreement upon not less than three (3) days written notice in the in the event the contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

GCVW- North - Digital Tax Map - New York City Dept. of Finance (6/4/2019)



Copyright 2019 The City of New York

- Borough Boundary
- Tax Block Boundary
- 50** Tax Block Number
- Tax Lot Boundary
- 50** Tax Lot Number
- 50-** Condo FKA Tax Lot Number
- 50.5** Tax Lot Dimension
- +/-5.5** Approximate Tax Lot Dimension
- 1500 - 1550** Condo Units Range Label
- Building Footprint
- C50** Condo Flag/Condo Number
- A50** Air Right Flag/Lot Number
- S50** Subterranean Right Flag/Lot Number
- R** REUC Flag
- - - -** Under Water Tax Lot Boundary
- · - · -** Other Boundary
- ↵** Possession Hook
- Misc** Miscellaneous Text
- Small Tax Lot Dimension
- Surface Water

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through April 17, 2017.

Selected Entity Name: CONCOURSE VILLAGE WEST OWNER LLC

Selected Entity Status Information

Current Entity Name: CONCOURSE VILLAGE WEST OWNER LLC

DOS ID #: 5065086

Initial DOS Filing Date: JANUARY 10, 2017

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

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

CONCOURSE VILLAGE WEST OWNER LLC

40 FULTON STREET

12TH FLOOR

NEW YORK, NEW YORK, 10038

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by [viewing the certificate](#).

*Stock Information

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

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JAN 10, 2017	Actual	CONCOURSE VILLAGE WEST OWNER LLC

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

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

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through June 14, 2019.

Selected Entity Name: HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.

Selected Entity Status Information

Current Entity Name: HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.

DOS ID #: 5076237

Initial DOS Filing Date: JANUARY 30, 2017

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC NOT-FOR-PROFIT CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

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

HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.
242 WEST 36TH STREET
3RD FLOOR
NEW YORK, NEW YORK, 10018

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors,

and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate](#).

*Stock Information

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

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JAN 30, 2017	Actual	HP CONCOURSE VILLAGE WEST HOUSING DEVELOPMENT FUND COMPANY, INC.

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

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

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Empire State Land Surveyor, P.C.

1005 Glen Cove Avenue, Glen Head, N.Y. 11545

Phone: (516)240-6901 Fax: (516)240-6960

E-Mail: empiresurveys@aol.com

ENVIRONMENTAL EASEMENT DESCRIPTION

180 EAST 156TH STREET

BRONX, NY

BLOCK 2458 LOT 35

SITE #C203091 CONSENT INDEX #C203091-09-17

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

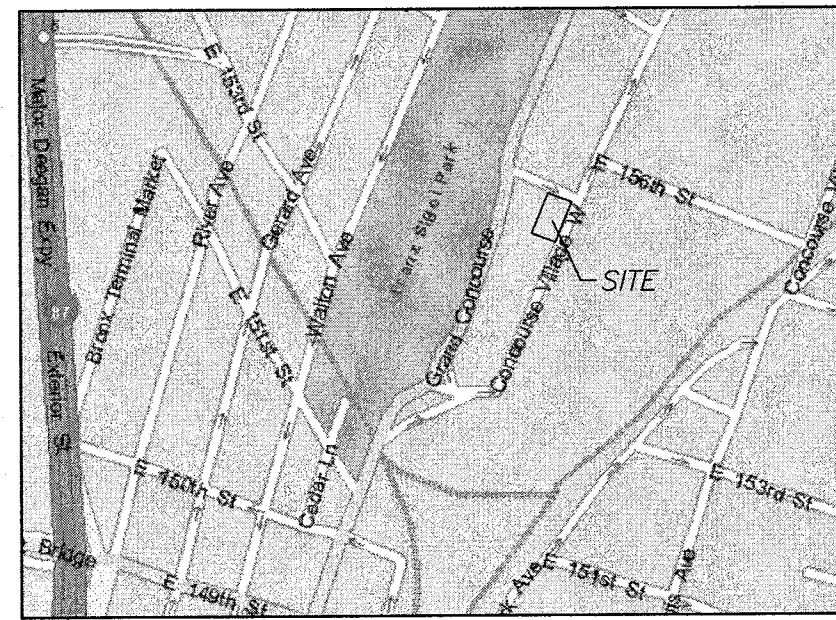
THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

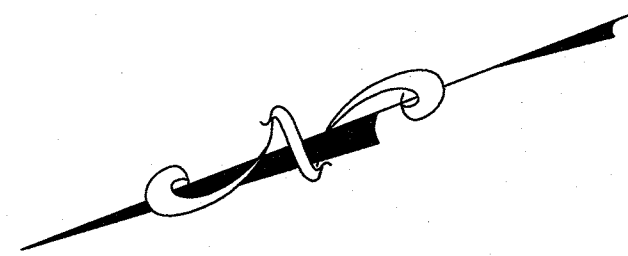
LOT AREA = 15,597.50 SQ.FT. = 0.35807 ACRES

ENVIRONMENTAL EASEMENT SURVEY

LEGAL DESCRIPTION



VICINITY MAP



ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

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THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

LOT AREA = 15,597.50 SQ.FT. = 0.35807 ACRES

ENVIRONMENTAL EASEMENT DESCRIPTION

SITE #C203091 CONSENT INDEX #C203091-09-17

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

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THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

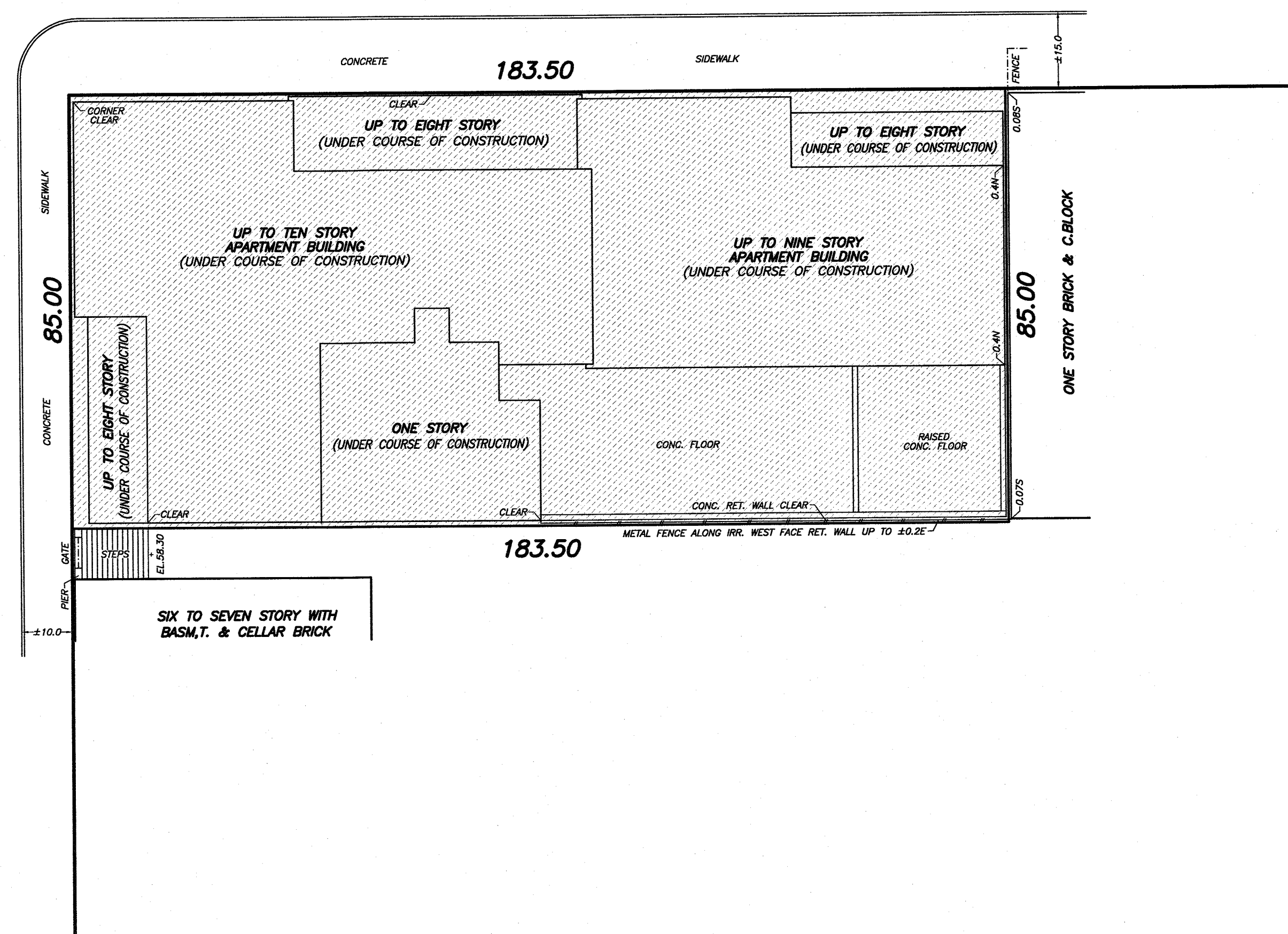
LOT AREA = 15,597.50 SQ.FT. = 0.35807 ACRES

SURVEYORS NOTES

1. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE DESCRIBED PREMISES.
2. THE PROPERTY HAS DIRECT PHYSICAL ACCESS TO A PUBLIC STREET KNOWN AS EAST 156TH STREET AND CONCOURSE VILLAGE WEST. THERE ARE NO CHANGES IN STREET RIGHT OF WAYS.
3. THE RECORD DESCRIPTION OF THE PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
4. THERE IS NO VISIBLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
5. THERE IS NO VISIBLE EVIDENCE OF CEMETERIES.
6. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A WETLANDS AREA.
7. SCAFFOLDING AND TEMPORARY CONSTRUCTION FENCING AROUND ENTIRE PROPERTY.

CONCOURSE VILLAGE WEST (PUBLIC STREET) (SHERIDAN AVE.) (60' WIDE)

EAST 156th STREET (PUBLIC STREET) (50' WIDE)



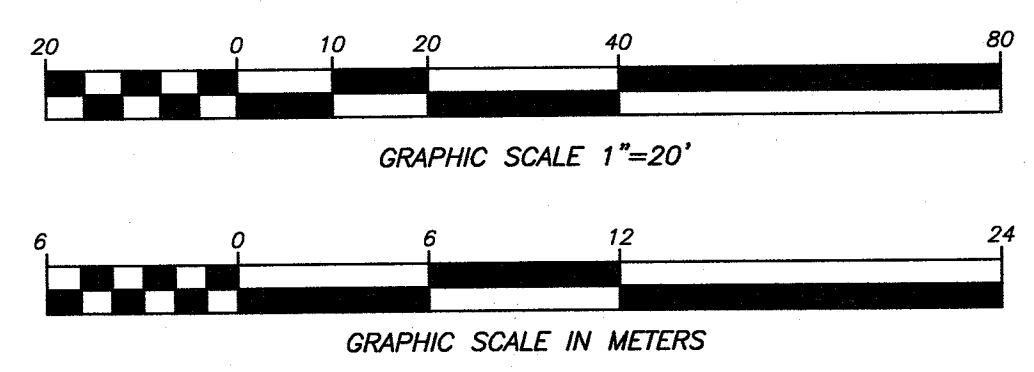
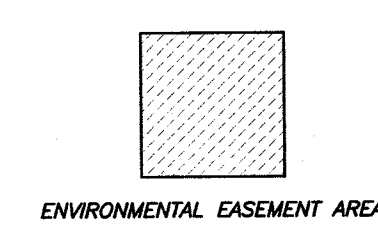
- LEGEND:
- TRAFFIC LIGHT
 - FIRE HYDRANT
 - LIGHT POLE
 - CATCH BASIN
 - TREE
 - UTILITY POLE
 - VALVES
 - OVERHEAD SERVICE WIRES
 - TRAFFIC SIGN
 - LEGAL GRADES
 - PEDESTRIAN RAMP
 - FIRE PULL BOX
 - CURB AND CURB CUT
 - DRAIN
 - PARKING METER
 - TELEPHONE
 - MANHOLES
 - HANDICAP SPACE

SITE #C203091 CONSENT INDEX #C203091-09-17

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT HELD BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO TITLE 36 ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW.

ENVIRONMENTAL EASEMENT AREA ACCESS THE DEC OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH AND EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT.

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UNAUTHORIZED ALTERATIONS AND/OR ADDITIONS TO THIS SURVEY BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYORS' SEAL OR EMPRESS SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY. CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, THE TITLE COMPANY, THE GOVERNMENTAL AGENCY AND THE LENDING INSTITUTION LISTED ON THIS SURVEY MAP. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS AND/OR SUBSEQUENT OWNERS. FENCE OFFSETS TAKEN AT FABRIC ENCROACHMENTS ON WALLETS BELOW SURFACE ARE NOT SHOWN. RIGHT OF WAY AND/OR EASEMENTS OF RECORD NOT SHOWN ON THIS SURVEY ARE NOT CERTIFIED. OFFSETS AND DIMENSIONS HEREON ARE FOR A SPECIFIC PURPOSE AND ARE NOT TO BE USED IN THE ERECTION OF ADDITIONAL STRUCTURES, FENCES OR OTHER IMPROVEMENTS. © 2018 ALL RIGHTS RESERVED

NO.	DATE	REVISION
		MAP OF PROPERTY SITUATED IN THE BRONX 180 EAST 156TH STREET BRONX COUNTY, N.Y. TAX SECT.: 9 TAX BLOCK: 2458 TAX LOT(S): 35
		Empire State Land Surveyor, P.C. Frank I. Galluzzo Professional Land Surveyor Records of Albert A. Bianco Stephen J. Reid - M. Berry Carman - G. W. Haviland Vanderwater & Lapp - Robert E. Carlin - William J. Daly 1005 Glen Cove Avenue, Glen Head, NY, 11545 (516)-240-6901
		SURVEYED: MAY 26, 2019

ENVIRONMENTAL EASEMENT SURVEY

LEGAL DESCRIPTION

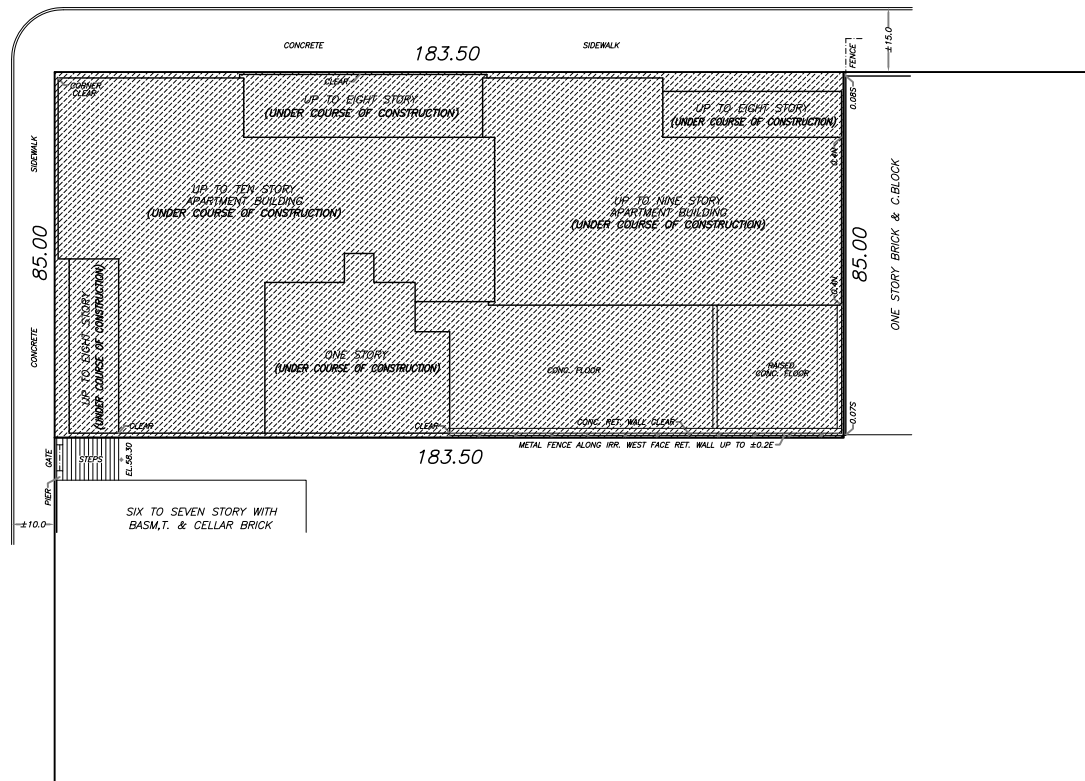


VICINITY MAP



CONCOURSE VILLAGE WEST (PUBLIC STREET) (SHERIDAN AVE.) (60' WIDE)

EAST 156th STREET (PUBLIC STREET) (50' WIDE)



ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

LOT AREA = 15,597.50 SQ.FT. = 0.35807 ACRES

ENVIRONMENTAL EASEMENT DESCRIPTION

SITE #C203091 CONSENT INDEX #C203091-09-17

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

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LOT AREA = 15,597.50 SQ.FT. = 0.35807 ACRES

SURVEYORS NOTES

1. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE DESCRIBED PREMISES.
2. THE PROPERTY HAS DIRECT PHYSICAL ACCESS TO A PUBLIC STREET KNOWN AS EAST 156TH STREET AND CONCOURSE VILLAGE WEST. THERE ARE NO CHANGES IN STREET RIGHT OF WAYS.
3. THE RECORD DESCRIPTION OF THE PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
4. THERE IS NO VISIBLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
5. THERE IS NO VISIBLE EVIDENCE OF CEMETERIES.
6. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A WETLANDS AREA.
7. SCAFFOLDING AND TEMPORARY CONSTRUCTION FENCING AROUND ENTIRE PROPERTY.

LEGEND:

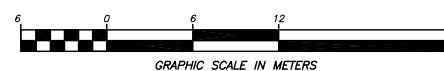
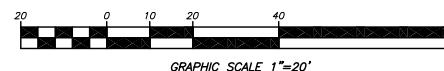
TRAFFIC LIGHT	T.L.
FIRE HYDRANT	HYD.
LIGHT POLE	□
CATCH BASIN	C.B.
TREE	⊗
UTILITY POLE	U.P.
VALVES	GAS-G.V. WATER-W.V.
OVERHEAD SERVICE WIRES	O.H.S.W.
TRAFFIC SIGN	T.S.
LEGAL GRADES	L.G.
PEDESTRIAN RAMP	P.R.
FIRE PULL BOX	F.B.
CURB AND CURB CUT	C.C.
DRAIN	DR.
PARKING METER	P.M.
TELEPHONE	TEL.
MANHOLES	MH
HANDICAP SPACE	♿

SITE #C203091 CONSENT INDEX #C203091-09-17

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ENVIRONMENTAL EASEMENT AREA ACCESS
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		SURVEYED: MAY 26, 2019

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BROWN DUKE & FOGEL, P.C.
ATTORNEYS AND COUNSELORS AT LAW
WWW.BDFLEGAL.COM

George C. D. Duke, Esq., P.G.
Brown Duke & Fogel, P.C.
350 Fifth Avenue, Suite 4640
New York, NY 10018
gduke@bdflegal.com
Tel: 646-915-0236
Fax: 646-219-2601

October 25, 2019

The City Clerk, Clerk of the Council
The City of New York
Executive Office
141 Worth Street,
New York, NY 10013

Re: Notice to Municipality of recorded Environmental Easement ("Environmental Easement")
Site: Grand Concourse Village West Apartments- North

Dear Sir or Madam:

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department" or "DEC") on October 22, 2019, by HP Concourse Village West Housing Development Fund Company, Inc. and Concourse Village West Owner LLC for the property at 180 East 156Th Street, Bronx, NY 10451, Tax Map No. Block 2458, Lot 35, DEC Site No: C203091.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

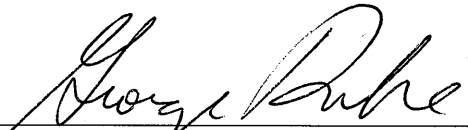
1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's

review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

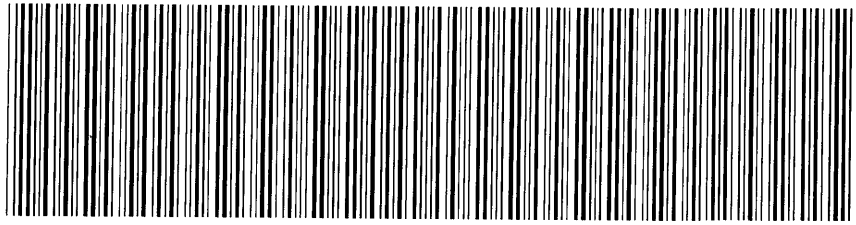
Very truly yours,

BROWN DUKE & FOGEL, P.C.

By: 
George Duke, Esq.

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2019101800959002001E8174

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 12

Document ID: 2019101800959002

Document Date: 09-23-2019

Preparation Date: 10-18-2019

Document Type: EASEMENT

Document Page Count: 10

PRESENTER:

CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
CT19-80138-BX CB
NEW YORK, NY 10017
212-880-1200
CTINYRECORDING@CTT.COM

RETURN TO:

BROWN DUKE & FOGEL, P.C.
350 5TH AVENUE SUITE 4640
NEW YORK, NY 10118

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2458	35	Entire Lot	180 EAST 156 STREET
Property Type: OTHER Easement				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

HP CONCOURSE VILLAGE WEST H.D.F.C, INC.
242 WEST 36TH STREET 3RD FLOOR
NEW YORK, NY 10018

GRANTEE/BUYER:

NYS DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
625 BROADWAY
ALBANY, NY 12233

Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage :

Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
TOTAL:	\$	0.00
Recording Fee:	\$	87.00
Affidavit Fee:	\$	0.00

Filing Fee:

Filing Fee:	\$	100.00
NYC Real Property Transfer Tax:	\$	0.00
NYS Real Estate Transfer Tax:	\$	0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**



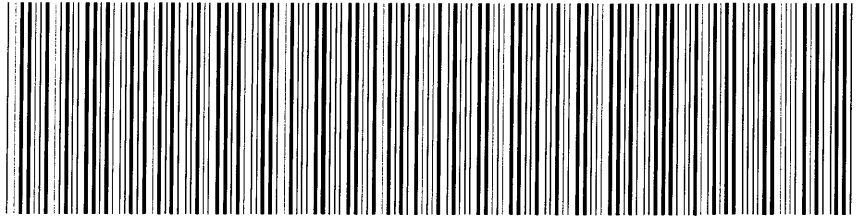
CITY OF NEW YORK

Recorded/Filed 10-22-2019 14:54
City Register File No.(CRFN):
2019000343629

Annette McMill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2019101800959002001C83F4

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 12

Document ID: 2019101800959002

Document Date: 09-23-2019

Preparation Date: 10-18-2019

Document Type: EASEMENT

PARTIES

GRANTOR/SELLER:

CONCOURSE VILLAGE WEST OWNER LLC
40 FULTON STREET 12TH FLOOR
NEW YORK, NY 10038

10 pp

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

not
THIS INDENTURE made this 23rd day of September, 2019, between Owner(s) HP Concourse Village West Housing Development Fund Company, Inc., a not-for-profit corporation organized and existing under Article XI of the New York Private Housing Finance Law, (the "Grantor Fee Owner") having an office at 253 West 35th Street, 3rd Floor, New York, New York 10001, County of New York, State of New York, and Concourse Village West Owner LLC, a New York limited liability company, (the "Grantor Beneficial Owner), having an office at 40 Fulton Street, 12th Floor, New York, New York 10038, County of New York, State of New York (collectively, the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor Fee Owner, is the owner of real property located at the address of 180 East 156th Street in the City of New York, County of Bronx and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 2458 Lot 35, being the same as that property conveyed to Grantor Fee Owner by deed dated June 28, 2017 and recorded in the City Register of the City of New York as CRFN # 2017000269631. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.35807 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 26, 2019 prepared by Frank I. Galluzzo, P.L.S. of Empire State Land Surveyor, P.C., which will be attached to the Site Management Plan. The Controlled

(2)

Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, Grantor Beneficial Owner, is the owner of the beneficial interest in the Controlled Property being the same as a portion of that beneficial interest conveyed to Grantor Beneficial Owner by means of a Declaration of Interest and Nominee Agreement dated June 28, 2017 and recorded in the City Register of the City of New York as CRFN # 2017000269635; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C203091-09-17, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City

Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement

is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

- (1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).
- (2) the institutional controls and/or engineering controls employed at such site:
 - (i) are in-place;
 - (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
 - (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
- (3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;
- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
- (7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property,

including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: C203091
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor Fee Owner has caused this instrument to be signed in its name.

HP Concourse Village West Housing Development Fund Company, Inc.:

By: 

Print Name: Daniel Mark Cohen

Title: VP

Date: 9/9/19

Grantor's Acknowledgment

STATE OF NEW YORK)

COUNTY OF New York) ss:

On the 9th day of September, in the year 2019, before me, the undersigned, personally appeared Daniel Mark Cohen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.


Notary Public - State of New York

NINA SEMONE CAMPBELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6331313
Qualified in Bronx County
My Commission Expires October 05, 2019

IN WITNESS WHEREOF, Grantor Beneficial Owner has caused this instrument to be signed in its name.

Concourse Village West Owner LLC:

By: 

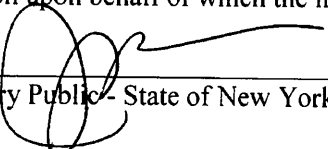
Print Name: Guido Subotorsky

Title: Managing Member Date: 9/10/19

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF New York

On the 10th day of September, in the year 2019, before me, the undersigned, personally appeared Guido Subotorsky personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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.



Notary Public - State of New York

JOYCE J CABA
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6281534
Qualified in Queens County
Commission Expires May 13, 2021

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 23rd day of September, in the year 2019, before me, the undersigned, personally appeared Michael J. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2022

SCHEDULE "A" PROPERTY DESCRIPTION

ENVIRONMENTAL EASEMENT DESCRIPTION

180 EAST 156TH STREET

BRONX, NY

BLOCK 2458 LOT 35

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF BRONX, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST WITH THE SOUTHERLY SIDE OF EAST 156TH STREET;

RUNNING THENCE SOUTHERLY ALONG THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 183.50 FEET;

THENCE WESTERLY ON A LINE AT RIGHT ANGLES WITH THE WESTERLY SIDE OF CONCOURSE VILLAGE WEST 85.00 FEET;

THENCE NORTHERLY ON A LINE AT RIGHT ANGLES WITH THE LAST MENTIONED COURSE 183.50 FEET TO A POINT ON THE SOUTHERLY SIDE OF EAST 156TH STREET;

THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF EAST 156TH STREET 85.00 FEET TO THE POINT OR PLACE OF BEGINNING.

LOT AREA = 15,597.50 SQ.FT. = 0.35807 ACRES

**CONCOURSE VILLAGE WEST OWNER LLC
MEMBER CONSENT**

The undersigned, being the all of the members of CVW Developers LLC, a New York limited liability company ("CVW"), the sole member of CVW Realty MM LLC, a New York limited liability company (the "MM"), the sole member of Concourse Village West Owner LLC (the "Company") hereby certify as of April 18, 2017 as follows and adopt the following resolutions and authorize the Company to authorize and direct, Guido Subotovsky (the "Authorized Signatory") to take the following actions on behalf of the Company:

WHEREAS, the Company was formed to own, develop, construct, manage and operate certain property together with certain to be constructed improvements thereon located at 180 East 156th Street, 702 Grand Concourse, and 741 Concourse Village, Bronx, New York and designated on the Tax Map of the City of New York, Bronx County as Block 2485 Lots 13, 35 & 49 (the "Property");

WHEREAS, the Property is currently owned by North Lex Realty Corp., 741 Concourse LLC and 702 Concourse LLC (collectively, the "Current Owners") and will be sold to the Company pursuant that certain Agreement of Sale made as of February 7, 2017 (the "Contract of Sale");

WHEREAS, upon the acquisition of the Property, the Company will develop a total of 275 residential units, 176 subterranean parking spaces, approximately 5,600 square feet of retail space and approximately 7,300 square feet of community facility space to be located within three buildings on the Property (the "Project");

WHEREAS, in connection with the development of the Project the Company will file an application and other related documents (the "Application") with the New York State Department of Environmental Conservation ("DEC") for participation in the Brownfield Cleanup Program ("BCP") and undertake the environmental remediation work set forth in the BCP program requirements (the "Remediation").

NOW THEREFORE, BE IT

RESOLVED, that the members of the Company, hereby approve, authorize, ratify and direct the Authorized Signatory on behalf of CVW, the MM and the Company to: (i) enter into the Contract of Sale; (ii) execute and file the Application; and enter into such ancillary documents thereto as are necessary or convenient (iii) undertake the Remediation; and hereby accepts, approves, and ratifies all acts taken by the Company, CVW and the MM, and their appointed and retained representatives, agents, consultants, advisors, and counsels in, *inter alia*, the, conceiving, planning, analyzing, modeling, drafting, documenting, directing and implementing such actions related to the Project; and be it further

RESOLVED, that Guido Subotovsky, in his capacity as the Authorized Signatory CVW, the sole member of MM, the sole member of the Company, be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all agreements, tax forms, documents and instruments required to effectuate the Contract of Sale, including the execution of the Contract of Sale, substantially in the form, and containing substantially the terms, previously reviewed, with such changes therein and additions thereto as may be deemed necessary, appropriate or advisable by CVW, the sole member of the MM, the sole member of the Company executing the same on its own behalf and on behalf of the Company, the execution thereof by same to be conclusive evidence of the approval by him of such changes and additions; and be it further

RESOLVED, that Guido Subotovsky, in his capacity as the Authorized Signatory CVW, the sole member of MM, the sole member of the Company, be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the Application, including the execution of the Application, substantially in the form, and containing substantially the terms, previously reviewed, with such changes therein and additions thereto as may be deemed necessary, appropriate or advisable by CVW, the sole member of the MM, the sole member of the Company executing the same on its own behalf and on behalf of the Company, the execution thereof by same to be conclusive evidence of the approval by him of such changes and additions; and be it further

RESOLVED, that Guido Subotovsky, in his capacity as the Authorized Signatory CVW, the sole member of MM, the sole member of the Company, be, and hereby is, authorized and directed, in the name of and on behalf of the Company, to execute and to deliver all applications, documents and instruments required to effectuate the Remediation, including the execution of any agreements with third party contractors, substantially in the form, and containing substantially the terms, previously reviewed, with such changes therein and additions thereto as may be deemed necessary, appropriate or advisable by CVW, the sole member of the MM, the sole member of the Company executing the same on its own behalf and on behalf of the Company, the execution thereof by same to be conclusive evidence of the approval by him of such changes and additions; and be it further

RESOLVED, that any actions to date by any Member of the Company, in respect to the fulfillment of the intent of these resolutions, including without limitation the execution and delivery of any agreements, instruments and documents and the payment of any fees, expenses and taxes, in the name and on behalf of the Company, or otherwise are hereby approved, ratified and confirmed in all respects; and be it further

RESOLVED, that this Member Consent may be signed in any number of counterparts and shall become effective as of the date herein below written when each person named below shall have signed a copy hereof; and be it further

RESOLVED, that (i) Guido Subotovsky, as Authorized Signatory is authorized to bind the Company as an Authorized Signatory, the signature set forth opposite his name below is his actual signature:

<u>Incumbent</u>	<u>Signature</u>
Guido Subotovsky	

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have signed and sealed this Consent on the 18th day of April, 2017.

MEMBERS:



AMNON SHALHOV



CHAVA LOBEL



ELI WEISS



GUIDO SUBOTOVSKY



NOEMI SENDROWICZ

**AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT
FOR ONE- AND TWO-FAMILY DWELLINGS**

State of New York }
County of } SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at
180 EAST 156 STREET

Street Address Unit/Apt.

BRONX New York, 2458 35 (the "Premises");
Borough Block Lot

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

[Signature]
Name of Grantor (Type or Print)
[Signature]
Signature of Grantor

Name of Grantee (Type or Print)

Signature of Grantee

Sworn to before me
this 12th day of June 2019

Sworn to before me
this _____ day of _____ 20____

PANAGIOTIS DIMITRIOS BOBORIS
Notary Public, State of New York
Registration #02BO6312717
Qualified in Nassau County
Commission Expires October 6, 2020

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

REAL PROPERTY TRANSFER TAX RETURN

(Pursuant to Title 11, Chapter 21, NYC Administrative Code)

▲ DO NOT WRITE IN THIS SPACE ▲
 FOR OFFICE USE ONLY

GRANTOR		SOCIAL SECURITY NUMBER	
● Name HP CONCOURSE VILLAGE WEST H.D.F.C., INC		[][] - [][] - [][][][]	
● Grantor is a(n): <input type="checkbox"/> individual <input type="checkbox"/> partnership <input checked="" type="checkbox"/> corporation (check one) <input type="checkbox"/> single member LLC <input type="checkbox"/> multiple member LLC (see instructions) <input type="checkbox"/> other _____		OR	
● Permanent mailing address after transfer (number and street) 242 WEST 36TH STREET 3RD FLOOR		EMPLOYER IDENTIFICATION NUMBER	
● City and State NEW YORK, NY		[][][] - [][][][]	
● Single member's name if grantor is a single member LLC		[][][][] - [][][][][][]	
Zip Code 10018		SINGLE MEMBER EIN OR SSN	
		[][][][][][][][][][]	

GRANTEE		SOCIAL SECURITY NUMBER	
● Name NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION		[][] - [][] - [][][][]	
● Grantee is a(n): <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation (check one) <input type="checkbox"/> single member LLC <input type="checkbox"/> multiple member LLC (see instructions) <input checked="" type="checkbox"/> other AGENCY _____		OR	
● Permanent mailing address after transfer (number and street) 625 BROADWAY		EMPLOYER IDENTIFICATION NUMBER	
● City and State ALBANY, NY		[][][] - [][][][]	
● Single member's name if grantee is a single member LLC		SINGLE MEMBER EIN OR SSN	
Zip Code 12233		[][][][] - [][][][][][]	
		[][][][][][][][][][]	

PROPERTY LOCATION							
LIST EACH LOT SEPARATELY. ATTACH A RIDER IF ADDITIONAL SPACE IS REQUIRED							
Address (number and street)	Apt. No.	Borough	Block	Lot	# of Floors	Square Feet	Assessed Value of Property
180 EAST 156 STREET		BRONX	2458	35	10	100,861	296,100.00
● DATE OF TRANSFER TO GRANTEE: <u>6/4/2019</u>				● PERCENTAGE OF INTEREST TRANSFERRED: <u>100</u> %			

CONDITION OF TRANSFER. See Instructions

● Check (✓) all of the conditions that apply and fill out the appropriate schedules of this return. Additionally, Schedules 1 and 2 must be completed for all transfers.

<ul style="list-style-type: none"> a. <input type="checkbox"/> Arms length transfer b. <input type="checkbox"/> Transfer in exercise of option to purchase c. <input type="checkbox"/> Transfer from cooperative sponsor to cooperative corporation d. <input type="checkbox"/> Transfer by referee or receiver (complete Schedule A) e. <input type="checkbox"/> Transfer pursuant to marital settlement agreement or divorce decree (complete Schedule I) f. <input type="checkbox"/> Deed in lieu of foreclosure (complete Schedule C) g. <input type="checkbox"/> Transfer pursuant to liquidation of an entity (complete Schedule D) h. <input type="checkbox"/> Transfer from principal to agent, dummy, strawman or conduit or vice-versa (complete Schedule E) i. <input type="checkbox"/> Transfer pursuant to trust agreement or will (attach a copy of trust agreement or will) j. <input type="checkbox"/> Gift transfer not subject to indebtedness k. <input type="checkbox"/> Gift transfer subject to indebtedness l. <input type="checkbox"/> Transfer to a business entity in exchange for an interest in the business entity (complete Schedule F) m. <input type="checkbox"/> Transfer to a governmental body n. <input type="checkbox"/> Correction deed 	<ul style="list-style-type: none"> o. <input type="checkbox"/> Transfer by or to a tax exempt organization (complete Schedule G) p. <input type="checkbox"/> Transfer of property partly within and partly without NYC q. <input type="checkbox"/> Transfer of successful bid pursuant to foreclosure r. <input type="checkbox"/> Transfer by borrower solely as security for a debt or a transfer by lender solely to return such security s. <input type="checkbox"/> Transfer wholly or partly exempt as a mere change of identity or form of ownership. Complete Schedule M) t. <input type="checkbox"/> Transfer to a REIT or to a corporation or partnership controlled by a REIT. (Complete Schedule R) u. <input type="checkbox"/> Other transfer in connection with financing (describe): _____ v. <input type="checkbox"/> A grant or assignment of a leasehold interest in a tax-free NY area w. <input type="checkbox"/> Transfer to an HDFC or an entity controlled by an HDFC. (Complete Schedule L) x. Reserved y. Reserved z. <input checked="" type="checkbox"/> Other (describe) ENVIRONMENTAL EASEMENT
---	---

● TYPE OF PROPERTY (✓)	● TYPE OF INTEREST (✓)																				
<ul style="list-style-type: none"> a. <input type="checkbox"/> 1-3 family house b. <input type="checkbox"/> Individual residential condominium unit c. <input type="checkbox"/> Individual cooperative apartment d. <input type="checkbox"/> Commercial condominium unit e. <input type="checkbox"/> Commercial cooperative f. <input type="checkbox"/> Apartment building g. <input type="checkbox"/> Office building h. <input type="checkbox"/> Industrial building i. <input type="checkbox"/> Utility j. <input checked="" type="checkbox"/> OTHER. (describe): OTHER _____ 	<p>Check box at LEFT if you intend to record a document related to this transfer. Check box at RIGHT if you do not intend to record a document related to this transfer.</p> <table style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%; text-align: left;">REC.</th> <th style="width:50%; text-align: left;">NON REC.</th> </tr> <tr> <td>a. <input type="checkbox"/> Fee.....</td> <td><input type="checkbox"/></td> </tr> <tr> <td>b. <input type="checkbox"/> Leasehold Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td>c. <input type="checkbox"/> Leasehold Assignment or Surrender</td> <td><input type="checkbox"/></td> </tr> <tr> <td>d. <input type="checkbox"/> Easement</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>e. <input type="checkbox"/> Subterranean Rights</td> <td><input type="checkbox"/></td> </tr> <tr> <td>f. <input type="checkbox"/> Development Rights</td> <td><input type="checkbox"/></td> </tr> <tr> <td>g. <input type="checkbox"/> Stock</td> <td><input type="checkbox"/></td> </tr> <tr> <td>h. <input type="checkbox"/> Partnership Interest</td> <td><input type="checkbox"/></td> </tr> <tr> <td>i. <input type="checkbox"/> OTHER. (describe):</td> <td><input type="checkbox"/></td> </tr> </table>	REC.	NON REC.	a. <input type="checkbox"/> Fee.....	<input type="checkbox"/>	b. <input type="checkbox"/> Leasehold Grant	<input type="checkbox"/>	c. <input type="checkbox"/> Leasehold Assignment or Surrender	<input type="checkbox"/>	d. <input type="checkbox"/> Easement	<input checked="" type="checkbox"/>	e. <input type="checkbox"/> Subterranean Rights	<input type="checkbox"/>	f. <input type="checkbox"/> Development Rights	<input type="checkbox"/>	g. <input type="checkbox"/> Stock	<input type="checkbox"/>	h. <input type="checkbox"/> Partnership Interest	<input type="checkbox"/>	i. <input type="checkbox"/> OTHER. (describe):	<input type="checkbox"/>
REC.	NON REC.																				
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g. <input type="checkbox"/> Stock	<input type="checkbox"/>																				
h. <input type="checkbox"/> Partnership Interest	<input type="checkbox"/>																				
i. <input type="checkbox"/> OTHER. (describe):	<input type="checkbox"/>																				

SCHEDULE 1 - DETAILS OF CONSIDERATION

COMPLETE THIS SCHEDULE FOR ALL TRANSFERS AFTER COMPLETING THE APPROPRIATE SCHEDULES ON PAGES 5 THROUGH 12. ENTER "ZERO" ON LINE 11 IF THE TRANSFER REPORTED WAS WITHOUT CONSIDERATION.

1. Cash.....	● 1.		0 00
2. Purchase money mortgage.....	● 2.		0 00
3. Unpaid principal of pre-existing mortgage(s).....	● 3.		0 00
4. Accrued interest on pre-existing mortgage(s).....	● 4.		0 00
5. Accrued real estate taxes.....	● 5.		0 00
6. Amounts of other liens on property.....	● 6.		0 00
7. Value of shares of stock or of partnership interest received.....	● 7.		0 00
8. Value of real or personal property received in exchange.....	● 8.		0 00
9. Amount of Real Property Transfer Tax and/or other taxes or expenses of the grantor which are paid by the grantee.....	● 9.		0 00
10. Other (describe):.....	● 10.		0 00
11. TOTAL CONSIDERATION (add lines 1 through 10 - must equal amount entered on line 1 of Schedule 2) (see instructions).....	● 11.	\$	0 00

See instructions for special rules relating to transfers of cooperative units, liquidations, marital settlements and transfers of property to a business entity in return for an interest in the entity.

SCHEDULE 2 - COMPUTATION OF TAX

A. Payment	Pay amount shown on line 15 - See Instructions		Payment Enclosed
1. Total Consideration (from line 11, above).....	● 1.		0 00
2. Excludable liens (see instructions).....	● 2.		0 00
3. Consideration (line 1 less line 2).....	● 3.		0 00
4. Tax Rate (see instructions).....	● 4.		0 %
5. HDFC Exemption (see Schedule L, line 15)	● 5.		0 00
6. Consideration less HDFC Exemption (line 3 less line 5)	● 6.		0 00
7. Percentage change in beneficial ownership (see instructions)	● 7.		100 %
8. Taxable consideration (multiply line 6 by line 7).....	● 8.		0 00
9. Tax (multiply line 8 by line 4).....	● 9.		0 00
10. Credit (see instructions).....	● 10.		0 00
11. Transfer tax previously paid (see Schedule L, line 18).....	● 11.		0 00
12. Tax due (line 9 less line 10 and 11) (if the result is negative, enter zero).....	● 12.		0 00
13. Interest (see instructions).....	● 13.		0 00
14. Penalty (see instructions).....	● 14.		0 00
15. Total Tax Due (add lines 12, 13 and 14).....	● 15.	\$	0 00

SCHEDULE 3 - TRANSFERS INVOLVING MULTIPLE GRANTORS AND/OR GRANTEES

NOTE If additional space is needed, attach copies of this schedule or an addendum listing all of the information required below.

GRANTOR(S)

● Name CONCOURSE VILLAGE WEST OWNER LLC		SOCIAL SECURITY NUMBER [][]-[][]-[][][][] OR EMPLOYER IDENTIFICATION NUMBER 8 1 [][][][]-4 9 5 9 4 0 6
● Grantor is a(n): (check one) <input type="checkbox"/> individual <input type="checkbox"/> partnership <input checked="" type="checkbox"/> corporation <input type="checkbox"/> single member LLC <input type="checkbox"/> multiple member LLC <input type="checkbox"/> other	Telephone Number	
● Permanent mailing address after transfer (number and street) 40 FULTON STREET 12TH FLOOR		
● City and State NEW YORK, NY	Zip Code 10038	
● Single member's name if grantor is a single member LLC		

● Name		SOCIAL SECURITY NUMBER [][]-[][]-[][][][] OR EMPLOYER IDENTIFICATION NUMBER [][]-[][][][][][][][]
● Grantor is a(n): (check one) <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation <input type="checkbox"/> single member LLC <input type="checkbox"/> multiple member LLC <input type="checkbox"/> other	Telephone Number	
● Permanent mailing address after transfer (number and street)		
● City and State	Zip Code	
● Single member's name if grantor is a single member LLC		

GRANTEE(S)

● Name		SOCIAL SECURITY NUMBER [][]-[][]-[][][][] OR EMPLOYER IDENTIFICATION NUMBER [][]-[][][][][][][][]
● Grantee is a(n): (check one) <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation <input type="checkbox"/> single member LLC <input type="checkbox"/> multiple member LLC <input type="checkbox"/> other	Telephone Number	
● Permanent mailing address after transfer (number and street)		
● City and State	Zip Code	
● Single member's name if grantee is a single member LLC		

● Name		SOCIAL SECURITY NUMBER [][]-[][]-[][][][] OR EMPLOYER IDENTIFICATION NUMBER [][]-[][][][][][][][]
● Grantee is a(n): (check one) <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation <input type="checkbox"/> single member LLC <input type="checkbox"/> multiple member LLC <input type="checkbox"/> other	Telephone Number	
● Permanent mailing address after transfer (number and street)		
● City and State	Zip Code	
● Single member's name if grantee is a single member LLC		

GRANTOR'S ATTORNEY ▼

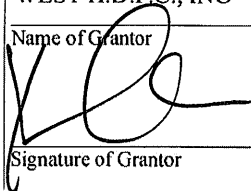
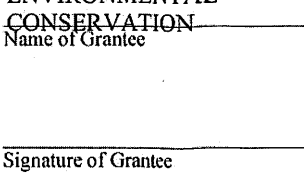
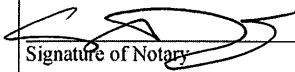
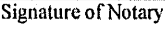


Name of Attorney GEORGE DUKE, ESQ		Telephone Number (646) 915-0236	
Address (number and street) 350 FIFTH AVENUE SUITE 4640		City and State NEW YORK, NY	Zip Code 10118
EMPLOYER IDENTIFICATION NUMBER	<input type="text"/> - <input type="text"/>	OR	SOCIAL SECURITY NUMBER
			<input type="text"/> - <input type="text"/> - <input type="text"/>

GRANTEE'S ATTORNEY ▼

Name of Attorney BRADFORD BURNS, ESQ		Telephone Number (518) 402-9518	
Address (number and street) 625 BROADWAY, 14TH FLOOR		City and State ALBANY, NY	Zip Code 12233
EMPLOYER IDENTIFICATION NUMBER	<input type="text"/> - <input type="text"/>	OR	SOCIAL SECURITY NUMBER
			<input type="text"/> - <input type="text"/> - <input type="text"/>

CERTIFICATION ▼

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, a true and complete return made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the regulations issued thereunder.

GRANTOR	GRANTEE
Sworn to and subscribed to	Sworn to and subscribed to
before me on this <u>17</u> day	before me on this _____ day
of <u>June</u> , <u>2019</u>	of _____, _____
<u>81-5198153</u> <small>EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER</small>	<u>14-6013200</u> <small>EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER</small>
<u>HP CONCOURSE VILLAGE WEST H.D.E.C., INC</u> Name of Grantor	<u>NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION</u> Name of Grantee
 Signature of Grantor	 Signature of Grantee
 Signature of Notary	 Signature of Notary
 <p>SHELBEY S TAMAYO NOTARY PUBLIC-STATE OF NEW YORK No. 02TA6359831 Qualified in Queens County My Commission Expires 06-05-2021</p> 	

CERTIFICATION

I swear or affirm that this return, including any accompanying schedules, affidavits and attachments, has been examined by me and is, to the best of my knowledge, and the knowledge of the preparer or preparers, true and correct and made in good faith, pursuant to Title 11, Chapter 21 of the Administrative Code and the Regulations issued thereunder.

PANAGIOTIS DIMITRIOS BOBORIS
Notary Public, State of New York
Registration #02806312717
Qualified in Nassau County
Commission Expires October 6, 2022

GRANTORS

81-4959406	CONCOURSE VILLAGE WEST OWNER LLC	
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor
EIN/SSN	Name of Grantor	Signature of Grantor

GRANTEES

EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee
EIN/SSN	Name of Grantee	Signature of Grantee



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A — Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input checked="" type="checkbox"/> check if more than one grantor) HP CONCOURSE VILLAGE WEST H.D.F.C., INC Mailing address 242 WEST 36TH STREET 3RD FLOOR City NEW YORK State NY ZIP code 10018 Single member's name if grantor is a single member LLC (see instructions)	Social security number Social security number Federal EIN 81 5198153 Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION Mailing address 625 BROADWAY City ALBANY State NY ZIP code 12233 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN 14 6013200 Single member EIN or SSN

Location and description of property conveyed

Tax map designation - Section, block & lot (include dots and dashes)	SWMS code (six digits)	Street address	City, town, or village	County
2 - 2458 - 35	650000	180 EAST 156 STREET	NEW YORK	BRONX

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input checked="" type="checkbox"/> Other <u>OTHER</u>	Date of conveyance <table style="margin-left: 20px;"> <tr> <td style="border: 1px solid black; padding: 2px 5px;">6</td> <td style="border: 1px solid black; padding: 2px 5px;">4</td> <td style="border: 1px solid black; padding: 2px 5px;">2019</td> </tr> <tr> <td style="font-size: 8px;">month</td> <td style="font-size: 8px;">day</td> <td style="font-size: 8px;">year</td> </tr> </table> Percentage of real property conveyed which is residential real property <u>0.00</u> % <i>(see instructions)</i>	6	4	2019	month	day	year
6	4	2019						
month	day	year						

Condition of conveyance (check all that apply) f. Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)

a. Conveyance of fee interest

b. Acquisition of a controlling interest (state percentage acquired _____%)

c. Transfer of a controlling interest (state percentage transferred _____%)

d. Conveyance to cooperative housing corporation

e. Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)

g. Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)

h. Conveyance of cooperative apartment(s)

i. Syndication

j. Conveyance of air rights or development rights

k. Contract assignment

l. Option assignment or surrender

m. Leasehold assignment or surrender

n. Leasehold grant

o. Conveyance of an easement

p. Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)

q. Conveyance of property partly within and partly outside the state

r. Conveyance pursuant to divorce or separation

s. Other (describe) ENVIRONMENTAL EASEMENT

For recording officer's use	Amount received Schedule B., Part I \$ _____ Schedule B., Part II \$ _____	Date received	Transaction number
-----------------------------	--	---------------	--------------------

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I — Computation of tax due

- 1 Enter amount of consideration for the conveyance *(if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III)* **Exemption claimed**
- 2 Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*
- 3 Taxable consideration *(subtract line 2 from line 1)*
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid *(see instructions and attach Form TP-584.1, Schedule G)*
- 6 Total tax due* *(subtract line 5 from line 4)*

1.		0 00
2.		0 00
3.		0 00
4.		0 00
5.		0 00
6.		0 00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance *(from Part I, line 1)*
- 2 Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)*
- 3 Total additional transfer tax due* *(multiply line 2 by 1% (.01))*

1.		0 00
2.		0 00
3.		0 00

Part III — Explanation of exemption claimed on Part I, line 1 *(check any boxes that apply)*

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) *(attach documents supporting such claim)* k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

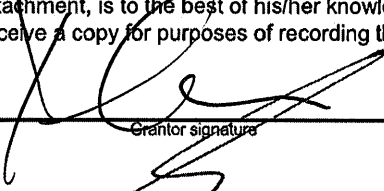
Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

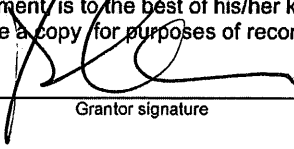
The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	DANIEL MARKS COHEN VICE PRESIDENT _____ Title	_____ Grantee signature	_____ Title
_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.



Grantor signature

Title

Grantee signature

Title

Grantor signature

Title

Grantee signature

Title

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date _____ to _____ Date _____ (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

TRANSFERS INVOLVING MULTIPLE GRANTORS AND/OR GRANTEES

NOTE If additional space is needed, attach copies of this schedule or an addendum listing all of the information required below.

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) CONCOURSE VILLAGE WEST OWNER LLC	Social security number
	Mailing address 40 FULTON STREET 12TH FLOOR	Social security number
	City NEW YORK State NY ZIP code 10038	Federal EIN 81 4959406
	Country	
	Single member's name if grantor/grantee is a single member LLC	Single member EIN or SSN
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial)	Social security number
	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Country	
	Single member's name if grantor/grantee is a single member LLC	Single member EIN or SSN
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial)	Social security number
	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Country	
	Single member's name if grantor/grantee is a single member LLC	Single member EIN or SSN
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial)	Social security number
	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Country	
	Single member's name if grantor/grantee is a single member LLC	Single member EIN or SSN
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial)	Social security number
	Mailing address	Social security number
	City State ZIP code	Federal EIN
	Country	
	Single member's name if grantor/grantee is a single member LLC	Single member EIN or SSN

Appendix B

Site Contacts

Name**Phone/Email Address**

Concourse Village West Owner LLC; and HP Concourse Village West Housing Development Fund Company, Inc. Contact: Guido Subotovsky	917-693-9400 guido@azimuthdg.com
Gary Rozmus	631-760-9300 grozmus@geiconsultants.com
Steve Walsh	(518) 402-9824 Steven.Walsh@dec.ny.gov
John Grathwol	(518) 402-9649 John.Grathwol@dec.ny.gov
NYSDEC, DER, Bureau of Technical Support Site Control Section	Chief, Site Control Section New York State Department of Environmental Conservation Division of Environmental Remediation, 625 Broadway Albany NY 12233-7020
George C. D. Duke, Esq., P.G.	646-915-0236 gduke@bdflegal.com

Appendix C

Historic Soil Boring and Monitoring Well Construction Logs



**EXPLORATION LOG
SOIL BORING (B13)**

Boring/Well ID:	B-13	Client:	Concourse Village West Owner LLC
Project Number:	1700655	Project Name:	Remedial Investigation Report
Logged By:	N. Recchia/S. Nyczak	Site Address:	180 East 156th Street, Bronx, NY
Date:	2/8/2017?	Contractor:	Tri-State Drilling Technologies, Inc.
Total Depth (feet):	16.0	Driller:	
Elevation (Ground):		Drilling Method:	Geoprobe LT 5400
		Vertical Datum:	

Depth (feet)	Sample Identification	Sample Interval (feet)	Blows per 6 inches	Penetration (inches)	Recovery (inches)	Stratigraphic Unit	PID Jar HS / Remarks	Sample Description
1	S-1	0-4					0.0	Asphalt Black fine to coarse sand, coal cinders ash, slag, red brick
2								
3								
4	S-2	4-8					0.0	Black fine to coarse sand, coal cinders ash, slag, red brick
5								
6								
7								
8	S-3	8-12					0.0	Black fine to coarse sand, coal cinders ash, slag, red brick
9								
10								
11								
12	S-4	12-16					0.0	Black fine to coarse sand, coal cinders ash, slag, red brick
13								
14								
15								
16							EOB @ 16ft	
17								
18								
19								
20								
21								
22								
23								
24								
25								

Groundwater Well Installation Log

GW-5

Project Concourse Village West Apartments
City / Town Bronx, NY
Client Azimuth Development Group
Contractor Tri-State Drilling Technologies
Driller Paul **GEI Rep.** Nick

GEI Proj. No. 1700655
Location Lot 35
Install Date 2/7/2017

Survey Datum: <u>NA</u>		Length of Surface Casing above Ground	<u>NA</u>
Ground Elevation:		Dist. Top of Surf. Casing to Top of Riser Pipe	<u>1'</u>
General Soil Conditions (Not to Scale)		Type and Thickness of Seal around Surface Casing	<u>NA</u>
		ID of Surface Casing	<u>NA</u>
		Type of Surface Casing	<u>NA</u>
		Depth Bottom of Surface Casing	<u>NA</u>
		ID and OD of Riser Pipe	<u>1-inch monitoring well</u>
		Type of Riser Pipe	<u>PVC</u>
		Type of Backfill around Riser Pipe	<u>Native</u>
		Diameter of Borehole	<u>3-inch</u>
		Depth Top of Seal	<u>28</u>
		Type of Seal	<u></u>
		Depth Bottom of Seal	<u>32</u>
		Depth Top of Screened Section	<u>32</u>
		Type of Screen	<u>PVC</u>
		Description of Screen Openings	<u>0.020 Slot</u>
		ID and OD of Screened Section	<u>1-inch</u>
Type of Filter Material	<u>#2 Sand</u>		
Depth Bottom of Screened Section	<u>42</u>		
Depth Bottom of Silt Trap	<u>42.5</u>		
Depth Bottom of Filter Material	<u>42.5</u>		
Depth Top of Seal	<u>NA</u>		
Type of Seal	<u>NA</u>		
Depth Bottom of Seal	<u>NA</u>		
Type of Backfill below Filter Material	<u>NA</u>		
Bottom of Borehole	<u>NA</u>		

Date		
Time		
Distance to ▾ below top of riser pipe		

Notes: Temporary 1-inch monitoring wells



Groundwater Well Installation Log

GW-6

Project Concourse Village West Apartments
City / Town Bronx, NY
Client Azimuth Development Group
Contractor Tri-State Drilling Technologies
Driller Paul **GEI Rep.** Nick

GEI Proj. No. 1700655
Location Lot 35
Install Date 2/7/2017

Survey Datum: <u>NA</u>		Length of Surface Casing above Ground	<u>NA</u>
Ground Elevation:		Dist. Top of Surf. Casing to Top of Riser Pipe	<u>1'</u>
General Soil Conditions (Not to Scale)		Type and Thickness of Seal around Surface Casing	<u>NA</u>
		ID of Surface Casing	<u>NA</u>
		Type of Surface Casing	<u>NA</u>
		Depth Bottom of Surface Casing	<u>NA</u>
		ID and OD of Riser Pipe	<u>1-inch monitoring well</u>
		Type of Riser Pipe	<u>PVC</u>
		Type of Backfill around Riser Pipe	<u>Native</u>
		Diameter of Borehole	<u>3-inch</u>
		Depth Top of Seal	<u>28</u>
		Type of Seal	<u></u>
		Depth Bottom of Seal	<u>32</u>
		Depth Top of Screened Section	<u>32</u>
		Type of Screen	<u>PVC</u>
		Description of Screen Openings	<u>0.020 Slot</u>
		ID and OD of Screened Section	<u>1-inch</u>
Type of Filter Material	<u>#2 Sand</u>		
Depth Bottom of Screened Section	<u>42</u>		
Depth Bottom of Silt Trap	<u>42.5</u>		
Depth Bottom of Filter Material	<u>42.5</u>		
Depth Top of Seal	<u>NA</u>		
Type of Seal	<u>NA</u>		
Depth Bottom of Seal	<u>NA</u>		
Type of Backfill below Filter Material	<u>NA</u>		
Bottom of Borehole	<u>NA</u>		

Date	Time	Distance to ▼ below top of riser pipe

Notes: Temporary 1-inch monitoring wells



Groundwater Well Installation Log

GW-7

Project Concourse Village West Apartments
City / Town Bronx, NY
Client Azimuth Development Group
Contractor Tri-State Drilling Technologies
Driller Paul **GEI Rep.** Nick

GEI Proj. No. 1700655
Location Lot 35
Install Date 2/7/2017

Survey Datum: <u>NA</u>		Length of Surface Casing above Ground	<u>NA</u>
Ground Elevation:		Dist. Top of Surf. Casing to Top of Riser Pipe	<u>1'</u>
General Soil Conditions (Not to Scale)		Type and Thickness of Seal around Surface Casing	<u>NA</u>
		ID of Surface Casing	<u>NA</u>
		Type of Surface Casing	<u>NA</u>
		Depth Bottom of Surface Casing	<u>NA</u>
		ID and OD of Riser Pipe	<u>1-inch monitoring well</u>
		Type of Riser Pipe	<u>PVC</u>
		Type of Backfill around Riser Pipe	<u>Native</u>
		Diameter of Borehole	<u>3-inch</u>
		Depth Top of Seal	<u>28</u>
		Type of Seal	<u></u>
		Depth Bottom of Seal	<u>32</u>
		Depth Top of Screened Section	<u>32</u>
		Type of Screen	<u>PVC</u>
		Description of Screen Openings	<u>0.020 Slot</u>
		ID and OD of Screened Section	<u>1-inch</u>
Type of Filter Material	<u>#2 Sand</u>		
Depth Bottom of Screened Section	<u>42</u>		
Depth Bottom of Silt Trap	<u>42.5</u>		
Depth Bottom of Filter Material	<u>42.5</u>		
Depth Top of Seal	<u>NA</u>		
Type of Seal	<u>NA</u>		
Depth Bottom of Seal	<u>NA</u>		
Type of Backfill below Filter Material	<u>NA</u>		
Bottom of Borehole	<u>NA</u>		

Date		
Time		
Distance to ▾ below top of riser pipe		

Notes: Temporary 1-inch monitoring wells



Groundwater Well Installation Log

GW-8

Project Concourse Village West Apartments
City / Town Bronx, NY
Client Azimuth Development Group
Contractor Tri-State Drilling Technologies
Driller Paul **GEI Rep.** Nick

GEI Proj. No. 1700655
Location Lot 35
Install Date 2/7/2017

Survey Datum: <u>NA</u>		Length of Surface Casing above Ground	<u>NA</u>
Ground Elevation:		Dist. Top of Surf. Casing to Top of Riser Pipe	<u>1'</u>
General Soil Conditions (Not to Scale)		Type and Thickness of Seal around Surface Casing	<u>NA</u>
		ID of Surface Casing	<u>NA</u>
		Type of Surface Casing	<u>NA</u>
		Depth Bottom of Surface Casing	<u>NA</u>
		ID and OD of Riser Pipe	<u>1-inch monitoring well</u>
		Type of Riser Pipe	<u>PVC</u>
		Type of Backfill around Riser Pipe	<u>Native</u>
		Diameter of Borehole	<u>3-inch</u>
		Depth Top of Seal	<u>28</u>
		Type of Seal	<u></u>
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Depth Bottom of Silt Trap	<u>42.5</u>		
Depth Bottom of Filter Material	<u>42.5</u>		
Depth Top of Seal	<u>NA</u>		
Type of Seal	<u>NA</u>		
Depth Bottom of Seal	<u>NA</u>		
Type of Backfill below Filter Material	<u>NA</u>		
Bottom of Borehole	<u>NA</u>		

Date		
Time		
Distance to ▼ below top of riser pipe		

Notes: Temporary 1-inch monitoring wells



Appendix D

Excavation Work Plan

APPENDIX D – EXCAVATION WORK PLAN (EWP)

1. NOTIFICATION

At least 15 days prior to the start of any activity that is anticipated to encounter remaining contamination, the site owner or their representative will notify the NYSDEC. Table [x] includes contact information for the above notification. The information on this table will be updated as necessary to provide accurate contact information. A full listing of site-related contact information is provided in **Appendix B** of the Site Management Plan (SMP).

Table 1: Notifications*

NYSDEC, DER, Bureau of Technical Support Site Control Section	Chief, Site Control Section New York State Department of Environmental Conservation Division of Environmental Remediation, 625 Broadway Albany NY 12233-7020
Steve Walsh	(518) 402-9824 Steven.Walsh@dec.ny.gov
John Grathwol	(518) 402-9649 John.Grathwol@dec.ny.gov

* Note: Notifications are subject to change and will be updated as necessary.

This notification will include:

- A detailed description of the work to be performed, including the location and areal extent of excavation, plans/drawings for site re-grading, intrusive elements or utilities to be installed below the soil cover, estimated volumes of contaminated soil to be excavated and any work that may impact an engineering control;
- A summary of environmental conditions anticipated to be encountered in the work areas, including the nature and concentration levels of contaminants of concern, potential presence of grossly contaminated media, and plans for any pre-construction sampling;

- A schedule for the work, detailing the start and completion of all intrusive work;
- A summary of the applicable components of this EWP;
- A statement that the work will be performed in compliance with this EWP and 29 CFR 1910.120;
- A copy of the contractor's health and safety plan (HASP), in electronic format, if it differs from the HASP provided in **Appendix G** of this SMP;
- Identification of disposal facilities for potential waste streams; and
- Identification of sources of any anticipated backfill, along with all required chemical testing results.

2. SOIL SCREENING METHODS

Visual, olfactory and instrument-based (e.g. photoionization detector) soil screening will be performed by a qualified environmental professional during all excavations into known or potentially contaminated material (remaining contamination). Soil screening will be performed when invasive work is done and will include all excavation and invasive work performed during development, such as excavations for foundations and utility work, after issuance of the COC.

Soils will be segregated based on previous environmental data and screening results into material that requires off-site disposal and material that requires testing to determine if the material can be reused on-site as soil beneath a cover or if the material can be used as cover soil. Further discussion of off-site disposal of materials and on-site reuse is provided in Section 5 of this Appendix.

3. SOIL STAGING METHODS

The Site has been remediated for restricted residential use (and less restricted uses defined in 6 NYCRR Part 375). The proposed building on the Site will be a 10-story building New York City Housing Preservation and Development (NYCHPD)-assisted affordable housing development with below grade parking, a first floor utilized for retail space, a recreation room and laundry room with a residential lobby fronting along Concourse Village West and approximately 1,110 sf of open, paved, recreation space in the rear of the property. The

remaining floors will be utilized for residential purposes. The cellar will occupy approximately 14,868 sf, requiring excavation of the entire property footprint for installation. Most of the space will be utilized for below grade parking for cars and bicycles, and the ramp leading to the surface (11,210 sf), whereas the mechanical rooms will utilize 1,451 sf. The entire footprint of the Tax Lot has been redeveloped in some shape or form, and as such, large-scale excavation in the future at this Site is highly unlikely.

Excavated stockpiled soil that exceeds the lower of the protection of groundwater and protection of public health restricted-residential soil cleanup objectives (SCOs) as set forth in 6 NYCRR Table 375-6.8(b) shall be transported offsite to a permitted soil disposal or recycling facility. The need for stockpiling significant amounts of soil outdoors at this Site in the future is unlikely; therefore, many of the stockpile requirements do not apply. If small amounts of soil are generated from a localized excavation within the basement of the building, it will be staged on and covered with polyethylene sheeting until it can be removed from the Site.

In the unlikely event that a significant outdoor stockpile is generated, [Soil stockpiles will be continuously encircled with a berm and/or silt fence. Hay bales will be used as needed near catch basins, surface waters and other discharge points.](#) Excavated soil could also be staged in roll-off containers.

[Stockpiles and roll-off containers will be kept covered at all times with appropriately anchored tarps. Stockpiles and roll-off containers will be routinely inspected, and damaged tarp covers will be promptly replaced.](#) An adequate supply of polyethylene sheeting will be available to cover stockpiles when not being actively managed.

[Stockpiles and roll-off containers will be inspected at a minimum once each week and after every storm event. Results of inspections will be recorded in a logbook and maintained at the site and available for inspection by the NYSDEC.](#)

4. MATERIALS EXCAVATION AND LOAD-OUT

[A qualified environmental professional or person under their supervision will oversee all invasive work and the excavation and load-out of all excavated material.](#)

The owner of the property and remedial party (if applicable) and its contractors are responsible for safe execution of all invasive and other work performed under this Plan.

The presence of utilities and easements on the site will be investigated by the qualified environmental professional. It will be determined whether a risk or impediment to the planned work under this SMP is posed by utilities or easements on the site.

Loaded vehicles leaving the site will be appropriately lined, tarped, securely covered, manifested, and placarded in accordance with appropriate Federal, State, local, and NYSDOT requirements (and all other applicable transportation requirements).

For future work at this Site, it is highly unlikely that trucks will be driving on or otherwise contacting remaining contamination since the buildings cover the entire Site. In the unlikely event that this occurs, the qualified environmental professional will be responsible for ensuring that all outbound trucks that have come in contact with remaining contamination will be decontaminated before leaving the site until the activities performed under this section are complete. It is likely that dry brushing of trucks will suffice as a means of decontamination at this site. However, if any is generated, equipment decontamination water will be collected and disposed in an appropriate manner.

If applicable, locations where vehicles enter or exit the Site shall be inspected daily for evidence of off-site soil tracking.

In the unlikely event that large scale excavation occurs at the site in the future, the qualified environmental professional will be responsible for ensuring that all egress points for truck and equipment transport from the site are clean of dirt and other materials derived from the site during intrusive excavation activities. Cleaning of the adjacent streets will be performed as needed to maintain a clean condition with respect to site-derived materials.

5. MATERIALS TRANSPORT OFF-SITE

All transport of materials will be performed by licensed haulers in accordance with appropriate local, State, and Federal regulations, including 6 NYCRR Part 364. Haulers will be appropriately licensed and trucks properly placarded.

Material transported by trucks exiting the site will be secured with tight-fitting covers. Loose-fitting canvas-type truck covers will be prohibited. If loads contain wet material capable of producing free liquid, truck liners will be used.

Trucks will be prohibited from stopping and idling in the neighborhood outside the project site.

In the unlikely event that a large-scale excavation occurs at the Site in the future, egress points for truck and equipment transport from the site will be kept clean of dirt and other materials during site remediation and development.

Queuing of trucks will be performed on-site in order to minimize off-site disturbance. Off-site queuing will be prohibited.

6. MATERIALS DISPOSAL OFF-SITE

All material excavated and removed from the site will be treated as contaminated and regulated material and will be transported and disposed in accordance with all local, State (including 6NYCRR Part 360) and Federal regulations. If disposal of material from this site is proposed for unregulated off-site disposal (i.e. clean soil removed for development purposes), a formal request with an associated plan will be made to the NYSDEC. Unregulated off-site management of materials from this site will not occur without formal NYSDEC approval.

Off-site disposal locations for excavated soils will be identified in the pre-excavation notification. This will include estimated quantities and a breakdown by class of disposal facility if appropriate, i.e. hazardous waste disposal facility, solid waste landfill, petroleum treatment facility, C/D recycling facility, etc. Actual disposal quantities and associated documentation will be reported to the NYSDEC in the Periodic Review Report. This documentation will include: waste profiles, test results, facility acceptance letters, manifests, bills of lading and facility receipts.

Non-hazardous historic fill and contaminated soils taken off-site will be handled, at minimum, as a Municipal Solid Waste per 6NYCRR Part 360-1.2. Material that does not meet Unrestricted SCOs is prohibited from being taken to a New York State recycling facility (6NYCRR Part 360-16 Registration Facility).

7. MATERIALS REUSE ON-SITE

If necessary, reuse of soil onsite will be contingent upon satisfaction of 6 NYCRR 375-6.7(d)(1)(ii)(b), unless otherwise approved by NYSDEC. Reuse of soil offsite will be contingent upon the receipt of a beneficial use determination (BUD) from NYSDEC pursuant to NYCRR 360-1.15(d), unless otherwise approved by NYSDEC. All analytical results of soil samples must be submitted to the NYSDEC for approval prior to reuse of the excavated soils.

The qualified environmental professional will ensure that procedures defined for materials reuse in this SMP are followed and that unacceptable material does not remain on-site. Contaminated on-site material, including historic fill and contaminated soil, that is acceptable for reuse on-site will be placed below the demarcation layer or impervious surface, and will not be reused within a cover soil layer, within landscaping berms, or as backfill for subsurface utility lines.

Any demolition material proposed for reuse on-site will be sampled for asbestos and the results will be reported to the NYSDEC for acceptance. Concrete crushing or processing on-site will not be performed without prior NYSDEC approval. Organic matter (wood, roots, stumps, etc.) or other solid waste derived from clearing and grubbing of the site will not be reused on-site.

8. FLUIDS MANAGEMENT

Construction wastewater may be generated from the following activities:

- Personnel and equipment decontamination;
- Runoff/run-on control operations in areas of impacted soil; and
- Excavation dewatering.

Construction wastewater will be collected and stored onsite in appropriate drums or temporary storage tanks. An in-line bag filter or equivalent will be used to remove any particulates from the pumped wastewater prior to discharge to the temporary storage tanks. When a temporary storage tank is full, the wastewater will be sampled and analyzed in accordance with applicable disposal requirements. Based on the laboratory analytical results, the construction wastewater will be properly disposed of in accordance with NYSDEC regulations. In the event that the laboratory

analyses do not indicate exceedances of appropriate discharge standards, construction wastewater may be discharged to a publicly owned treatment works (POTW) under a discharge permit.

Temporary construction wastewater storage containers will conform to both New York State and federal requirements. Appropriate controls will be used to prevent spills and overflows, including monitoring, gauging, and quick-close shut off valves. The storage containers, filters, and pumps will be installed within secondary containment. All storage containers will be decontaminated following disposal or discharge activities.

All liquids to be removed from the Site, including but not limited to, excavation dewatering, decontamination waters and groundwater monitoring well purge and development waters, will be handled, transported and disposed in accordance with applicable local, State, and Federal regulations. Dewatering, purge and development fluids will not be recharged back to the land surface or subsurface of the site, and will be managed off-site, unless prior approval is obtained from NYSDEC.

Discharge of water generated during large-scale construction activities to surface waters (i.e. a local pond, stream, or river) will be performed under a SPDES permit.

9. BACKFILL FROM OFF-SITE SOURCES

All materials proposed for import onto the site will be approved by the qualified environmental professional and will be in compliance with provisions in this SMP prior to receipt at the site. A Request to Import/Reuse Fill or Soil form, which can be found at <http://www.dec.ny.gov/regulations/67386.html>, will be prepared and submitted to the NYSDEC project manager allowing a minimum of 5 business days for review.

Material from industrial sites, spill sites, or other environmental remediation sites or potentially contaminated sites will not be imported to the site.

All imported soils will meet the backfill and cover soil quality standards established in 6NYCRR 375-6.7(d). Based on an evaluation of the land use, protection of groundwater and protection of ecological resources criteria, the resulting soil quality standards are listed in Table 375-6.8(b) of 6 NYCRR Part 375. Non-compliant soils will not be imported onto the Site without

prior approval by NYSDEC. Soils that meet 'exempt' fill requirements under 6 NYCRR Part 360, but do not meet backfill or cover soil objectives for this site, will not be imported onto the site without prior approval by NYSDEC. Solid waste will not be imported onto the site.

Trucks entering the site with imported soils will be securely covered with tight fitting covers. Imported soils will be stockpiled separately from excavated materials and covered to prevent dust releases.

10. STORMWATER POLLUTION PREVENTION

In the unlikely event that a large-scale excavation occurs at the Site in the future, soil erosion and sediment control measures for management of storm water will be installed in accordance with the New York Guidelines for Urban Erosion and Sediment Control. Hay bales and/or silt fence will be placed by the remedial contractor at locations upgradient of excavation areas to control storm water runoff and surface water from entering or exiting the excavation. These control measures shall be installed prior to initiating the soil excavation. Any collected surface water will be managed as discussed in Section 8.

Barriers and hay bale checks will be installed and inspected once a week and after every storm event. Results of inspections will be recorded in a logbook and maintained at the site and available for inspection by the NYSDEC. All necessary repairs shall be made immediately.

Accumulated sediments will be removed as required to keep the barrier and hay bale check functional.

All undercutting or erosion of the silt fence toe anchor shall be repaired immediately with appropriate backfill materials.

Manufacturer's recommendations will be followed for replacing silt fencing damaged due to weathering.

Erosion and sediment control measures identified in the SMP shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters.

Silt fencing or hay bales will be installed around the entire perimeter of the construction area.

11. EXCAVATION CONTINGENCY PLAN

If underground tanks or other previously unidentified contaminant sources are found during post-remedial subsurface excavations or development related construction, excavation activities will be suspended until sufficient equipment is mobilized to address the condition.

Sampling will be performed on product, sediment and surrounding soils, etc. as necessary to determine the nature of the material and proper disposal method. Chemical analysis will be performed for a full list of analytes (TAL metals; TCL volatiles and semi-volatiles, TCL pesticides and PCBs), unless the site history and previous sampling results provide a sufficient justification to limit the list of analytes. In this case, a reduced list of analytes will be proposed to the NYSDEC for approval prior to sampling

Identification of unknown or unexpected contaminated media identified by screening during invasive site work will be promptly communicated by phone to NYSDEC's Project Manager. Reportable quantities of petroleum product will also be reported to the NYSDEC spills hotline. These findings will be also included in the Periodic Review Report.

12. COMMUNITY AIR MONITORING PLAN

The air monitoring program will be implemented during all intrusive remedial actions to measure the concentration of particulates in ambient air in the work zone.

The Community Air Monitoring Plan (CAMP) was developed in accordance with the NYSDOH Generic Community Air Monitoring Plan contained in Appendix 1A of the NYSDEC DER-10 and is provided as Appendix D of the SMP. The CAMP requires a dedicated air monitoring technician to implement real time air monitoring at the Site's downwind perimeter. The monitoring program includes VOCs, particulates, and meteorological data be recorded. Action levels for VOCs and particulates are specified in the CAMP. Meteorological data consisting of wind speed, wind direction, temperatures, barometric pressures, and relative humidity shall be collected as part of the CAMP. Implementation and management procedures are specified within the CAMP. During all phases of work, the remedial contractor will be

responsible for mitigating any vapor and particulate issues, via suppression techniques defined in the CAMP.

13. ODOR CONTROL PLAN

This odor control plan is capable of controlling emissions of nuisance odors off-site and on-site. Specific odor control methods to be used on a routine basis will include assigning a dedicated air monitoring technician to monitor odors, backfilling excavations in a timely manner, and maintaining covers over stockpiled impacted soils.. If nuisance odors are identified at the site boundary, or if odor complaints are received, work will be halted, and the source of odors will be identified and corrected. Work will not resume until all nuisance odors have been abated. NYSDEC and NYSDOH will be notified of all odor events within one day of the odor event and notified of any other complaints about the project. Implementation of all odor controls, including the halt of work, is the responsibility of the remedial party's Remediation Engineer, and any measures that are implemented will be discussed in the Excavation Activities Report.

All necessary means will be employed to prevent on- and off-site nuisances. At a minimum, these measures will include: (a) limiting the area of open excavations and size of soil stockpiles; (b) shrouding open excavations with tarps and other covers; and (c) using foams to cover exposed odorous soils; [add other elements as appropriate]. If odors develop and cannot be otherwise controlled, additional means to eliminate odor nuisances will include: (d) direct load-out of soils to trucks for off-site disposal; (e) use of chemical odorants in spray or misting systems; and, (f) use of staff to monitor odors in surrounding neighborhoods [add others as necessary].

If nuisance odors develop during intrusive work that cannot be corrected, or where the control of nuisance odors cannot otherwise be achieved due to on-site conditions or close proximity to sensitive receptors, odor control will be achieved by sheltering the excavation and handling areas in a temporary containment structure equipped with appropriate air venting/filtering systems.

14. DUST CONTROL PLAN

Dust will be controlled by spraying a water mist over the work area if perimeter action levels established in the CAMP are exceeded. The water mist will be generated by connecting a misting device to a hose, which will be connected to any potable water source. The degree to

which these measures will be used will depend on particulate levels in ambient air at the perimeter of the work zone as determined through implementation of the CAMP.

A dust suppression plan that addresses dust management during invasive on-site work will include, at a minimum, the items listed below:

- Dust suppression will be achieved through the use of a dedicated on-site water truck for road wetting. The truck will be equipped with a water cannon capable of spraying water directly onto off-road areas including excavations and stockpiles.
- Clearing and grubbing of larger sites will be done in stages to limit the area of exposed, unvegetated soils vulnerable to dust production.
- Gravel will be used on roadways to provide a clean and dust-free road surface.
- On-site roads will be limited in total area to minimize the area required for water truck sprinkling.

15. OTHER NUISANCES

A plan for rodent control will be developed and utilized by the contractor prior to and during site clearing and site grubbing, and during all remedial work.

A plan will be developed and utilized by the contractor for all remedial work to ensure compliance with local noise control ordinances.

16. REPORTING

A report is to be submitted to the NYSDEC within 90 days of completion of the activities performed under this EWP. This report shall contain a summary of the activities performed; a summary of all data gathered and results; information about any media that was removed from the site: volume, contamination levels, area from which removed; and any other information that may indicate a change to the “remaining contamination” that is at the site. Such changes may require revision of the SMP.

Appendix E

Quality Assurance Project Plan

APPENDIX D – EXCAVATION WORK PLAN (EWP)

1. NOTIFICATION

At least 15 days prior to the start of any activity that is anticipated to encounter remaining contamination, the site owner or their representative will notify the NYSDEC. Table [x] includes contact information for the above notification. The information on this table will be updated as necessary to provide accurate contact information. A full listing of site-related contact information is provided in **Appendix B** of the Site Management Plan (SMP).

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Non-hazardous historic fill and contaminated soils taken off-site will be handled, at minimum, as a Municipal Solid Waste per 6NYCRR Part 360-1.2. Material that does not meet Unrestricted SCOs is prohibited from being taken to a New York State recycling facility (6NYCRR Part 360-16 Registration Facility).

7. MATERIALS REUSE ON-SITE

If necessary, reuse of soil onsite will be contingent upon satisfaction of 6 NYCRR 375-6.7(d)(1)(ii)(b), unless otherwise approved by NYSDEC. Reuse of soil offsite will be contingent upon the receipt of a beneficial use determination (BUD) from NYSDEC pursuant to NYCRR 360-1.15(d), unless otherwise approved by NYSDEC. All analytical results of soil samples must be submitted to the NYSDEC for approval prior to reuse of the excavated soils.

The qualified environmental professional will ensure that procedures defined for materials reuse in this SMP are followed and that unacceptable material does not remain on-site. Contaminated on-site material, including historic fill and contaminated soil, that is acceptable for reuse on-site will be placed below the demarcation layer or impervious surface, and will not be reused within a cover soil layer, within landscaping berms, or as backfill for subsurface utility lines.

Any demolition material proposed for reuse on-site will be sampled for asbestos and the results will be reported to the NYSDEC for acceptance. Concrete crushing or processing on-site will not be performed without prior NYSDEC approval. Organic matter (wood, roots, stumps, etc.) or other solid waste derived from clearing and grubbing of the site will not be reused on-site.

8. FLUIDS MANAGEMENT

Construction wastewater may be generated from the following activities:

- Personnel and equipment decontamination;
- Runoff/run-on control operations in areas of impacted soil; and
- Excavation dewatering.

Construction wastewater will be collected and stored onsite in appropriate drums or temporary storage tanks. An in-line bag filter or equivalent will be used to remove any particulates from the pumped wastewater prior to discharge to the temporary storage tanks. When a temporary storage tank is full, the wastewater will be sampled and analyzed in accordance with applicable disposal requirements. Based on the laboratory analytical results, the construction wastewater will be properly disposed of in accordance with NYSDEC regulations. In the event that the laboratory

analyses do not indicate exceedances of appropriate discharge standards, construction wastewater may be discharged to a publicly owned treatment works (POTW) under a discharge permit.

Temporary construction wastewater storage containers will conform to both New York State and federal requirements. Appropriate controls will be used to prevent spills and overflows, including monitoring, gauging, and quick-close shut off valves. The storage containers, filters, and pumps will be installed within secondary containment. All storage containers will be decontaminated following disposal or discharge activities.

All liquids to be removed from the Site, including but not limited to, excavation dewatering, decontamination waters and groundwater monitoring well purge and development waters, will be handled, transported and disposed in accordance with applicable local, State, and Federal regulations. Dewatering, purge and development fluids will not be recharged back to the land surface or subsurface of the site, and will be managed off-site, unless prior approval is obtained from NYSDEC.

Discharge of water generated during large-scale construction activities to surface waters (i.e. a local pond, stream, or river) will be performed under a SPDES permit.

9. BACKFILL FROM OFF-SITE SOURCES

All materials proposed for import onto the site will be approved by the qualified environmental professional and will be in compliance with provisions in this SMP prior to receipt at the site. A Request to Import/Reuse Fill or Soil form, which can be found at <http://www.dec.ny.gov/regulations/67386.html>, will be prepared and submitted to the NYSDEC project manager allowing a minimum of 5 business days for review.

Material from industrial sites, spill sites, or other environmental remediation sites or potentially contaminated sites will not be imported to the site.

All imported soils will meet the backfill and cover soil quality standards established in 6NYCRR 375-6.7(d). Based on an evaluation of the land use, protection of groundwater and protection of ecological resources criteria, the resulting soil quality standards are listed in Table 375-6.8(b) of 6 NYCRR Part 375. Non-compliant soils will not be imported onto the Site without

prior approval by NYSDEC. Soils that meet 'exempt' fill requirements under 6 NYCRR Part 360, but do not meet backfill or cover soil objectives for this site, will not be imported onto the site without prior approval by NYSDEC. Solid waste will not be imported onto the site.

Trucks entering the site with imported soils will be securely covered with tight fitting covers. Imported soils will be stockpiled separately from excavated materials and covered to prevent dust releases.

10. STORMWATER POLLUTION PREVENTION

In the unlikely event that a large-scale excavation occurs at the Site in the future, soil erosion and sediment control measures for management of storm water will be installed in accordance with the New York Guidelines for Urban Erosion and Sediment Control. Hay bales and/or silt fence will be placed by the remedial contractor at locations upgradient of excavation areas to control storm water runoff and surface water from entering or exiting the excavation. These control measures shall be installed prior to initiating the soil excavation. Any collected surface water will be managed as discussed in Section 8.

Barriers and hay bale checks will be installed and inspected once a week and after every storm event. Results of inspections will be recorded in a logbook and maintained at the site and available for inspection by the NYSDEC. All necessary repairs shall be made immediately.

Accumulated sediments will be removed as required to keep the barrier and hay bale check functional.

All undercutting or erosion of the silt fence toe anchor shall be repaired immediately with appropriate backfill materials.

Manufacturer's recommendations will be followed for replacing silt fencing damaged due to weathering.

Erosion and sediment control measures identified in the SMP shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters.

Silt fencing or hay bales will be installed around the entire perimeter of the construction area.

11. EXCAVATION CONTINGENCY PLAN

If underground tanks or other previously unidentified contaminant sources are found during post-remedial subsurface excavations or development related construction, excavation activities will be suspended until sufficient equipment is mobilized to address the condition.

Sampling will be performed on product, sediment and surrounding soils, etc. as necessary to determine the nature of the material and proper disposal method. Chemical analysis will be performed for a full list of analytes (TAL metals; TCL volatiles and semi-volatiles, TCL pesticides and PCBs), unless the site history and previous sampling results provide a sufficient justification to limit the list of analytes. In this case, a reduced list of analytes will be proposed to the NYSDEC for approval prior to sampling

Identification of unknown or unexpected contaminated media identified by screening during invasive site work will be promptly communicated by phone to NYSDEC's Project Manager. Reportable quantities of petroleum product will also be reported to the NYSDEC spills hotline. These findings will be also included in the Periodic Review Report.

12. COMMUNITY AIR MONITORING PLAN

The air monitoring program will be implemented during all intrusive remedial actions to measure the concentration of particulates in ambient air in the work zone.

The Community Air Monitoring Plan (CAMP) was developed in accordance with the NYSDOH Generic Community Air Monitoring Plan contained in Appendix 1A of the NYSDEC DER-10 and is provided as Appendix D of the SMP. The CAMP requires a dedicated air monitoring technician to implement real time air monitoring at the Site's downwind perimeter. The monitoring program includes VOCs, particulates, and meteorological data be recorded. Action levels for VOCs and particulates are specified in the CAMP. Meteorological data consisting of wind speed, wind direction, temperatures, barometric pressures, and relative humidity shall be collected as part of the CAMP. Implementation and management procedures are specified within the CAMP. During all phases of work, the remedial contractor will be

responsible for mitigating any vapor and particulate issues, via suppression techniques defined in the CAMP.

13. ODOR CONTROL PLAN

This odor control plan is capable of controlling emissions of nuisance odors off-site and on-site. Specific odor control methods to be used on a routine basis will include assigning a dedicated air monitoring technician to monitor odors, backfilling excavations in a timely manner, and maintaining covers over stockpiled impacted soils.. If nuisance odors are identified at the site boundary, or if odor complaints are received, work will be halted, and the source of odors will be identified and corrected. Work will not resume until all nuisance odors have been abated. NYSDEC and NYSDOH will be notified of all odor events within one day of the odor event and notified of any other complaints about the project. Implementation of all odor controls, including the halt of work, is the responsibility of the remedial party's Remediation Engineer, and any measures that are implemented will be discussed in the Excavation Activities Report.

All necessary means will be employed to prevent on- and off-site nuisances. At a minimum, these measures will include: (a) limiting the area of open excavations and size of soil stockpiles; (b) shrouding open excavations with tarps and other covers; and (c) using foams to cover exposed odorous soils; [add other elements as appropriate]. If odors develop and cannot be otherwise controlled, additional means to eliminate odor nuisances will include: (d) direct load-out of soils to trucks for off-site disposal; (e) use of chemical odorants in spray or misting systems; and, (f) use of staff to monitor odors in surrounding neighborhoods [add others as necessary].

If nuisance odors develop during intrusive work that cannot be corrected, or where the control of nuisance odors cannot otherwise be achieved due to on-site conditions or close proximity to sensitive receptors, odor control will be achieved by sheltering the excavation and handling areas in a temporary containment structure equipped with appropriate air venting/filtering systems.

14. DUST CONTROL PLAN

Dust will be controlled by spraying a water mist over the work area if perimeter action levels established in the CAMP are exceeded. The water mist will be generated by connecting a misting device to a hose, which will be connected to any potable water source. The degree to

which these measures will be used will depend on particulate levels in ambient air at the perimeter of the work zone as determined through implementation of the CAMP.

A dust suppression plan that addresses dust management during invasive on-site work will include, at a minimum, the items listed below:

- Dust suppression will be achieved through the use of a dedicated on-site water truck for road wetting. The truck will be equipped with a water cannon capable of spraying water directly onto off-road areas including excavations and stockpiles.
- Clearing and grubbing of larger sites will be done in stages to limit the area of exposed, unvegetated soils vulnerable to dust production.
- Gravel will be used on roadways to provide a clean and dust-free road surface.
- On-site roads will be limited in total area to minimize the area required for water truck sprinkling.

15. OTHER NUISANCES

A plan for rodent control will be developed and utilized by the contractor prior to and during site clearing and site grubbing, and during all remedial work.

A plan will be developed and utilized by the contractor for all remedial work to ensure compliance with local noise control ordinances.

16. REPORTING

A report is to be submitted to the NYSDEC within 90 days of completion of the activities performed under this EWP. This report shall contain a summary of the activities performed; a summary of all data gathered and results; information about any media that was removed from the site: volume, contamination levels, area from which removed; and any other information that may indicate a change to the “remaining contamination” that is at the site. Such changes may require revision of the SMP.

Appendix F

Site Management Forms

Describe any incidents of non-compliance not described above:

CERTIFICATION STATEMENT

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Print name and title: _____

Signature: _____ **Date:** _____

Groundwater Sampling Log

Client: _____ **Project Number:** _____

Site Location: _____

Well No: _____ Weather: _____

Date: _____ Purge Water Disposal: _____

Sampled By: _____ Well Diameter / Type: _____

Depth of Well (ft): _____ Water Column (ft): _____

Depth to Water(ft): _____ Volume of Water in Well (gal) _____

Depth to Product (ft): _____ Volume of Water to Remove (gal): _____

well diameter:	1 in	2 in	4 in	6 in	8 in
gallons per foot:	0.041	0.163	0.653	1.469	2.611

Start Purging: _____ Purge Rate: _____

End Purging: _____ Volume of Water Removed (gal): _____

Method of Purge: _____ Method of Sampling: _____

Physical Appearance/
Comments: _____

Samples Collected:
(analyses / no. bottles) _____

Sample Time: _____ **Laboratory :** _____

Duplicate Sample/Time:

Time	DTW ft	Flow Rate ml/min	ORP mV <small>(+/- 10 mV)</small>	Conductivity mS/cm <small>(w/in 3%)</small>	Turbidity NTU <small>(w/in %10)</small>	pH SU <small>(+/- 0.1)</small>	Temperature C° <small>(w/in 3%)</small>	Dissolved O ₂ mg/L <small>(w/in 10%)</small>
End of Parameter Measurements								

Appendix G

Health and Safety Plan



Consulting
Engineers and
Scientists

Concourse Village West Apartments - North
Health & Safety Plan

180 East 156th Street, Bronx, New York
NYSDEC BCP Site Number: C203091

Submitted to:

Concourse Village West Owner LLC
40 Fulton Street, 12th Floor
New York, NY 10038

Submitted by:

GEI Consultants, Inc., P. C.
110 Walt Whitman Road
Huntington Station, NY 11746
631.760.9300

August 2019
Project 1700655

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Appendices

- A. Site-Specific Information
- B. Cold Stress Guidelines
- C. Heat Stress Guidelines
- D. Safety Data Sheet (SDS)
- E. Incident Reporting Form

1. Background Information

1.1 General

Owner	Guido Subotovsky; Owner's Representative Concourse Village West Owner LLC & HP Concourse Village West Housing Development Fund Company, Inc 40 Fulton Street, 12 th Floor New York, New York 10038
Project Name	Concourse Village West Apartments - North NYSDEC BCP Site No. C203091 180 East 156 th Street Bronx, New York

This Health and Safety Plan (HASP) establishes policies and procedures to protect Concourse Village West Owner LLC personnel from the potential hazards posed by the activities at the 180 East 157th Street, located in the Bronx, New York (**Appendix A** – Site-Specific Information).

Reading of and adherence to the HASP is required of all onsite Concourse Village West Owner LLC personnel. Subcontractors for this project will be required to develop their own HASP for protection of their employees, but at a minimum must adhere to applicable requirements set forth in this HASP. Additionally, federal, state and local representatives, as well as Concourse Village West Owner LLC representatives may be required to sign and adhere to this HASP, depending on the nature of their presence onsite during activities conducted by Concourse Village West Owner LLC.

The plan identifies measures to minimize accidents and injuries, which may result from project activities, emergencies, or during adverse weather conditions. Activities performed under this HASP will comply with applicable parts of the United States Occupational Health and Safety Administration (OSHA) Regulations, primarily 29 Code of Federal Regulations (CFR) Parts 1910 and 1926.

Included in **Appendix A** is a route to the nearest medical facility to the site with directions and contact information. **Appendix B** and **Appendix C** detail the signs, symptoms, care and procedures to both cold and heat stress, respectively. **Appendix D** contains the safety data sheet. **Appendix E** contains the incident reporting form to be filled out in the event of an injury, accident or near-miss onsite.

1.2 Property Description

The Site is located in the County of the Bronx, New York and is identified as Block 2458 and Lot 35 on the New York City Tax Map. A United States Geological Survey (USGS) topographical quadrangle map shows the Site location. The Site is situated on an approximately 15,597 sf area bounded by East 156th Street to the north, beyond which lies an indoor parking garage and residential buildings to the north, a furniture and poultry corporation to the south, Concourse Village West to the east, beyond which lies KIPP Academy Elementary School, and Grand Concourse to the west, beyond which is Franz Sigel Park.

1.3 Site Activities

This HASP has been generated following completion of Remedial Action activities and shall be utilized for items completed under the Site Management Plan (SMP). The SMP includes the following, at a minimum:

- An Excavation Plan which details the provisions for management of future excavations in areas of remaining contamination descriptions of the provisions of the environmental easement including any land use, or groundwater use restrictions;
- A provision for evaluation of the potential for soil vapor intrusion for any occupied buildings on the site, including provisions related to soil vapor intrusion;
- Maintaining site access controls and Department notification;
- The steps necessary for the periodic reviews and certification of the institutional and/or engineering controls; and
- A Monitoring Plan to assess the performance and effectiveness of the remedy. The plan includes but may not be limited to: monitoring for vapor intrusion for any occupied existing or future buildings on the site, as may be required by the Institutional and Engineering Control Plan.

1.4 Hazard/Risk Analysis

1.4.1 Physical Hazards

Physical hazards associated with heavy equipment operations may be present during site activities. These activities would require the use of heavy equipment by subcontractors such as a backhoe or a drill rig, which is associated with, but not limited to, the following hazards:

- bodily injuries
- slipping, tripping or falling
- heavy lifting
- caught in-between injuries
- struck by injuries
- cold/heat stress
- noise

1.4.2 Fire and Explosion

Fire extinguishers are located on heavy equipment operating onsite and within any work vehicles onsite. All fires should be reported to 911 emergency services. The Construction Management (CM) Contractor and the Health & Safety Officer (HSO) will determine if it is necessary to shut down site work for the day due to fire related issues.

1.4.3 Cold Stress

During the winter months, workers may be exposed to the hazards of working in cold environments. Potential hazards in cold environments include frostbite, trench foot or immersion foot, hypothermia as well as slippery surfaces, brittle equipment, and poor judgment. The procedures to be followed regarding the avoidance of cold stress are provided in **Appendix B – Cold Stress Guidelines**.

1.4.4 Heat Stress

A heat stress prevention program will be implemented when ambient temperatures exceed 70°F. The procedures to be followed are provided in **Appendix C – Heat Stress Guidelines**.

1.4.5 Noise

Noise is a potential hazard associated with the operation of heavy equipment, power tools, pumps, generators, and other equipment associated with earthwork tasks. Site workers who will perform suspected or established high noise tasks and operations shall wear hearing protection.

Other workers who do not need to be in proximity of the noise should distance themselves from the equipment generating the noise.

1.4.6 Hand and Power Tools

In order to complete the various tasks for the project, personnel will use hand and power tools. The use of hand and power tools can present a variety of hazards, including physical harm from being struck by flying objects, being cut or struck by the tool, fire, and electrocution. Work gloves, safety glasses, and hard hats will be worn by the operating personnel at all times when using hand and power tools. Ground Fault Circuit Interrupter (GFCI)-equipped circuits will be used for all power tools.

The CM Contractor is responsible for the safe condition of tools and equipment used by employees, but the employees have the responsibility for properly using and maintaining tools.

Saw blades, knives, or other tools be directed away from aisle areas and other employees working in close proximity. Knives and scissors must be sharp. Dull tools can be more hazardous than sharp ones.

Appropriate personal protective equipment (PPE), e.g., safety goggles, gloves, etc., should be worn due to hazards that may be encountered while using portable power tools and hand tools. Floors must be kept as clean and dry as possible to prevent accidental slips with or around dangerous hand tools.

Around flammable substances, sparks produced by iron and steel hand tools can be a potential ignition source. Where this hazard exists, spark-resistant tools made from brass, plastic, aluminum, or wood will provide for safety.

The following general precautions should be observed by power tool users:

- Never carry a tool by the cord or hose.
- Never yank the cord or the hose to disconnect it from the receptacle.
- Keep cords and hoses away from heat, oil, and sharp edges.
- Disconnect tools when not in use, before servicing, and when changing accessories such as blades, bits and cutters.
- All observers should be kept at a safe distance away from the work area.
- Secure work with clamps or a vise, freeing both hands to operate the tool.
- Avoid accidental starting. The worker should not hold a finger on the switch button while carrying a plugged-in tool.

- Tools should be maintained with care. They should be kept sharp and clean for the best performance. Follow instructions in the user's manual for lubricating and changing accessories.
- Be sure to keep good footing and maintain good balance.
- The proper apparel should be worn. Loose clothing, ties, or jewelry can become caught in moving parts.
- All portable electric tools that are damaged shall be removed from use and tagged "Do Not Use."

Staff and subcontractors should follow all associated OSHA standards (29 CFR 1926), the most updated of which can be found at <http://www.osha.gov>. OSHA standards supersede any guidelines stated within this HASP.

1.4.7 Slips, Trips, and Falls

Working in and around the site will pose slip, trip and fall hazards due to slippery surfaces. Excavation at the sites will cause uneven footing in the trenches and around the spoil piles. Employees will wear proper footwear (i.e. steel toe/shank boots) and will employ good work practice and housekeeping procedures to minimize the potential for slips, trips, and falls.

1.4.8 Manual Lifting

Manual lifting of objects and equipment may be required. Failure to follow proper lifting technique can result in back injuries and strains. Site workers should use power equipment to lift heavy loads whenever possible and should evaluate loads before trying to lift them (i.e., they should be able to easily tip the load and then return it to its original position). Carrying heavy loads with a buddy and proper lifting techniques include:

- 1) make sure footing is solid
- 2) make back straight with no curving or slouching
- 3) center body over feet
- 4) grasp the object firmly and as close to your body as possible
- 5) lift with legs
- 6) turn with your feet, don't twist

1.4.9 Projectile Objects, Debris and Overhead Dangers

Overhead dangers, including but not limited to falling debris and equipment, can occur while heavy machinery is in operation or work is taking place overhead. Staff will be instructed to maintain a minimum distance from large overhead operations. Staff must also maintain proper communication with heavy equipment operators and their handlers, especially if work

necessitates their presence beyond the minimum safe distance. Additionally, employees should be cognizant of low-hanging overhead power lines, as these can snag on vehicles entering and exiting the site. Vehicles that are large enough to damage overhead power lines require spotters when entering and exiting the site. Proper PPE will be worn at all times during these types of activities including steel-toed or equivalent boots, safety vests and hard hats.

1.4.10 Heavy Equipment Operation

Heavy equipment may be present onsite. Staff should be cautious when working near or operating heavy equipment, and maintain a safe distance from the equipment. Personnel should maintain eye contact with the vehicle spotter or operator before traversing any paths that may cross that of the machinery. Safety vests are to be worn when working near operating heavy equipment.

1.4.11 Confined Spaces

If any work in confined spaces is required, it will be performed in accordance with 29 CFR 1910.146 (effective April 15, 1993), as applicable. Copies of the standards will be kept on file in the CM Contractor's main office, if work in confined spaces will be performed. Confined space work will not be performed without first notifying and receiving approval from the CM, if applicable.

1.4.12 Illumination

Illumination requirements identified by OSHA are directed to work efforts inside buildings and/or during non-daylight hours. OSHA illumination requirements will be followed when work is taking place inside the buildings. All exterior site activities at the site will occur during daylight hours. However, if yard areas are used after dark, they will be equipped with illumination that meets or exceeds requirements specified in 29 CFR 1926.56, Illumination.

1.4.13 Lockout/Tagout

Site personnel will assume that all electrical equipment at surface and overhead locations is energized, until the equipment has been designated as de-energized by a representative from the utility company. If the equipment cannot be de-energized, work will stop, and the CM and appropriate contacts will be consulted. The CM will notify the client prior to working adjacent to this equipment, and will verify that the equipment is energized or de-energized in the vicinity of the work being conducted.

All power lines which have been indicated to be de-energized must be locked out, such that the lines cannot be energized when personnel are working near them. The lines shall not be

unlocked and re-energized until the CM notifies the client that they have completed work in the area and that all personnel are clear of the area. Client representatives will thoroughly familiarize personnel with site-specific lockout/tagout procedures during the site orientation, if applicable.

If power lines cannot be de-energized, the CM will consult with utility safety personnel to determine the safe working distance from the energized line. Work tasks will only commence after determination that a safe working distance can be maintained and all personnel working in the area have been informed of the limitation.

1.4.14 Fall Hazards

Fall hazards exist onsite in several areas. Workers must follow all safeguards for fall protection as defined in OSHA 29 CFR 1926, Subpart M-Fall Protection. In general, workers should use the following guidelines:

- Use at least one of the following whenever employees are exposed to a fall of 6 feet or more above a lower level:
 - [Guardrail Systems](#)
 - [Safety Net Systems](#)
 - [Personal Fall Arrest Systems](#)
- Cover or guard floor holes as soon as they are created during new construction.
- For existing structures, survey the site before working and continually audit as work continues. Guard or cover any openings or holes immediately.
- Construct all floor-hole covers so they will effectively support two times the weight of employees, equipment, and materials that may be imposed on the cover at any one time. Floor-hole covers are to be secured so they are not moved off of the hole and labeled so workers are aware what is under the cover.
- In general, it is better to use fall *prevention* systems, such as guardrails, than fall *protection* systems, such as safety nets or fall arrest devices, because they provide more positive safety means.
- Construct all scaffolds according to the manufacturer's instructions and 29 CFR 1926.451.
- Install guardrail systems along all open sides and ends of platforms.
- Use at least one of the following for scaffolds more than 10 feet above a lower level:
 - [Guardrail Systems](#)
 - [Personal Fall Arrest Systems](#)
- Provide safe access to scaffold platforms [*For additional information, see [Scaffold Access](#)*].
- Do not climb cross-bracing as a means of access.

- Guard all protruding ends of steel rebar with rebar caps or wooden troughs, *or*
- Bend rebar so exposed ends are no longer upright.
- When employees are working at any height above exposed rebar, fall protection/prevention is the first line of defense against impalement.

1.4.15 Ladder Safety

Portable ladders must be safely positioned each time they are used. Staff and subcontractors should follow all associated OSHA standards (CFR 1926.1053), the most updated of which can be found at <http://www.osha.gov>. OSHA standards supersede any guidelines stated within this HASP.

1.4.16 Scaffolding Safety

Scaffolding presents significant fall hazards and various types of scaffolds may be present onsite. Staff and subcontractors should follow all associated OSHA standards (CFR 1926 Subpart L – Scaffolds), the most updated of which can be found at <http://www.osha.gov>.

1.4.17 Welding

The intense light associated with welding operations can cause serious and sometimes permanent eye damage if operators do not wear proper eye protection. Additionally, sparks from the welding process present a risk to the employee conducting welding and nearby employees. Any flammable or combustible materials that may be exposed to sparks or other heat sources must be protected or relocated to prevent fire hazards. Fire extinguishers will be located in areas where welding or hot work will be taking place. Staff must wear helmets that comply with ANSI Z49.1, with filter lenses that comply with ANSI Z87.1. Boots must comply with ASTM F2412 and ASTM F2413 for fire resistance. Welding operators must also wear flame-resistant welder's gloves.

Several chemicals may be used in the process of welding. Staff must be aware of the variety of chemicals used, and must possess appropriate welding training to perform welding activities. Additionally, compressed gas cylinders used in welding must be stored, placed and transported according to OSHA standards. Staff and subcontractors should follow all associated OSHA standards (CFR 1926), the most updated of which can be found at <http://www.osha.gov>.

1.4.18 Asbestos-Containing Material

Although the site does not contain asbestos-containing materials (ACM), workers should be aware of the risks associated with asbestos exposure. Chronic exposure to asbestos may cause

asbestosis and mesothelioma. The primary route of exposure for asbestos is inhalation during the disturbance and/or removal of asbestos from pipe insulation and cement pipes.

Asbestos is strictly regulated under OSHA 29 CFR 1910.1001/1926.1101. Employees that may be potentially exposed to ACM must participate in a medical surveillance program, have specific training in the hazards and controls of exposure to asbestos and wear respirators with high efficiency particulate (HEPA) filters. All work must be conducted in demarcated regulated areas to minimize the number of people within the exposure area. Employers must conduct air sampling and provide signs and labels regarding the presence of asbestos. Staff and subcontractors should follow all associated OSHA standards (CFR 1926), the most updated of which can be found at <http://www.osha.gov>.

The potential hazards for this project are listed in the following Activity Hazard Analysis and Site Hazards sections.

SITE HAZARDS	
Potential Hazard	Control Measures
Construction Safety	<ul style="list-style-type: none"> ▪ Identify yourself and your work location to heavy equipment operators, so they may incorporate you into their operations. Coordinate hand signals with operators. ▪ Stay Alert! Pay attention to equipment backup alarms and swing radii. ▪ Wear a high visibility vest when working near equipment or motor vehicle traffic. ▪ Position yourself in a safe location when filling out logs and talking with the contractor. ▪ Notify the contractor immediately if any problems arise. ▪ Do not stand or sit under suspended loads or near any pressurized equipment lines. ▪ Do not use cellular telephones near operating equipment. ▪ Follow general traffic safety guidelines

SITE HAZARDS	
Potential Hazard	Control Measures
Scaffolding Safety and Power Tools	<ul style="list-style-type: none"> ▪ Follow OSHA Construction Safety Requirements 29 CFR 1926 Subpart L - Scaffolds. ▪ Do not use impact tools (i.e. chisels, hammers) with mushroomed heads. ▪ Do not use wooden-handled tools if the handle is damaged, splintered, loose or cracked. ▪ Inspect, maintain and replace tools as needed. ▪ Do not use wrenches if jaws are sprung. ▪ Tools should be directed away from aisles, other employees and trafficked areas. ▪ Wear appropriate PPE when using tools. ▪ Floors must be kept clean and as dry as possible to prevent slips, trips and falls around tools. ▪ Never carry a tool by the cord or hose. ▪ Never yank the cord or the hose to disconnect it from the receptacle. ▪ Keep cords and hoses away from heat, oil, and sharp edges. ▪ Disconnect tools when not in use, before servicing, and when changing accessories such as blades, bits and cutters. ▪ All observers should be kept at a safe distance away from the work area. ▪ Secure work with clamps or a vise, freeing both hands to operate the tool. ▪ Avoid accidental starting. The worker should not hold a finger on the switch button while carrying a plugged-in tool. ▪ Tools should be maintained with care. They should be kept sharp and clean for the best performance. Follow instructions in the user's manual for lubricating and changing accessories. ▪ Be sure to keep good footing and maintain good balance. ▪ The proper apparel should be worn. Loose clothing, ties, or jewelry can become caught in moving parts. ▪ All portable electric tools that are damaged shall be removed from use and tagged "Do Not Use." ▪ Keep all tools in good condition with regular maintenance. ▪ Use the right tool for the job. ▪ Examine each tool for damage before use. ▪ Operate according to the manufacturer's instructions. ▪ Provide and use the proper protective equipment.
Heavy Equipment Operation	<ul style="list-style-type: none"> ▪ Maintain awareness of location of equipment. ▪ Subcontractor use of a spotter for equipment operation. ▪ Safety vest is to be worn around all operating equipment. ▪ Maintain eye contact with the operator. ▪ Stay out of the swing radii of the apparatus.
Slips, Trips, Falls	<ul style="list-style-type: none"> ▪ Keep trafficked areas clear of debris and tools. Keep work areas and traffic areas dry.
Lock Out/Tag Out	<ul style="list-style-type: none"> ▪ Maintain contact with utility to determine if energized lines or equipment has been de-energized ▪ Follow OSHA Lock Out/Tag Out requirements in 29 CFR 1910.147.
Welding	<ul style="list-style-type: none"> ▪ Wear appropriate PPE (welding helmet, apron, fire-resistant gloves and boots, leggings) as needed. ▪ Follow OSHA Construction Safety Requirements 29 CFR 1926 Subpart J – Welding and Cutting.

SITE HAZARDS	
Potential Hazard	Control Measures
Fire	<ul style="list-style-type: none"> ▪ Keep fire extinguishers in working order by inspecting on a regular basis. ▪ Keep the appropriately rated and sized fire extinguishers on site as specified by 29 CFR 1926.150. ▪ Keep flammable materials away from ignition sources. ▪ Follow OSHA Construction Safety Requirements 29 CFR 1926 Subpart F – Fire Protection and Prevention and NPFA standards. ▪ Wear appropriate PPE when working around flammable materials.
Ladder Safety	<ul style="list-style-type: none"> ▪ Follow safety guidelines for safe ladder use. ▪ Follow OSHA Construction Safety Requirements 29 CFR 1926.1053.
Fall Hazards	<ul style="list-style-type: none"> ▪ Use appropriate fall protection at heights of 6 feet or greater. ▪ Avoid working in areas with a drop off of more than 2 feet. ▪ Erect appropriate barriers and guard rails. ▪ Wear appropriate fall protection PPE. ▪ Mark fall hazards so they are visible to employees. ▪ Follow OSHA Construction Safety Requirements 29 CFR 1926 Subpart M – Fall Protection.
Physical Injury	<ul style="list-style-type: none"> ▪ Wear work boots in good condition with non-slip soles. ▪ Maintain good visibility of the work area. ▪ Avoid walking on uneven or debris ridden ground surfaces. ▪ Use proper lifting techniques. Ask fellow worker for help.
Noise	<ul style="list-style-type: none"> ▪ Wear hearing protection when near loud noises. ▪ Wear hearing protection whenever you need to raise your voice above normal conversational speech due to a loud noise source; this much noise indicates the need for protection.
Vehicular Traffic	<ul style="list-style-type: none"> ▪ Wear traffic safety vest at all times. ▪ Use cones, flags, barricades, and caution tape to define work area. ▪ Use a "spotter" to locate oncoming vehicles. ▪ Use vehicle to block work area. ▪ Engage police detail if needed.
Utilities	<ul style="list-style-type: none"> ▪ Check that contractor has cleared underground utilities before any intrusive activities, and that contractor has coordinated with utility locating services, property owner(s) or utility companies. ▪ Utilities are to be considered live or active until documented otherwise. ▪ For overhead utilities within 50 feet, have contractor determine with the utility company the appropriate safe distance. Minimum distance for clearance is based on voltage of the line. ▪ An observer will be established when operating drilling rigs near overhead utilities.

ACTIVITY HAZARDS		
Activity	Potential Hazards	Protective Equipment
Entering Construction Site	Heavy equipment, dust, noise.	Hardhat, reflective safety vest, steel-toed, steel-shank boots, safety glasses, protective leather work gloves, and earplugs. Follow general traffic safety guidelines. Employ dust suppression controls (i.e. watering) to keep dust levels down to prevent inhalation of excavated materials.
General Construction (Foundation Work, Earthwork, Soil Vapor Barrier System Installation)	Heavy equipment, dust, noise. Contact with excavated soils.	Hardhat, reflective safety vest, steel-toed, steel-shank boots, safety glasses, protective leather work gloves, and earplugs. Follow general traffic safety guidelines. Employ dust suppression controls (i.e. watering) to keep dust levels down to prevent inhalation of excavated materials.
Personal Protective Equipment (PPE) is the <i>initial level of protection</i> based on the activity hazards and Site conditions which have been identified.		

1.5 Evaluation of Potential Chemical Hazards

The characteristics of potential compounds at the Site are discussed below for information purposes. Adherence to the safety and health guidelines in this HASP should reduce the potential for exposure to the compounds discussed below. **Table 1-1** presents chemical data regarding potential exposure and monitoring for the chemical types listed below.

Potential exposure to contaminants at the Site included encounters with groundwater, soil and soil vapor.

1.5.1 Soil Chemistry

Soil/fill samples collected during the remedial investigations were compared to 6 NYCRR Part 375 Unrestricted Use and Restricted Use Restricted-Residential Soil Cleanup Objectives (SCOs).

Soil samples collected during the RI and SRI were compared to 6 NYCRR Part 375 Unrestricted Use and Restricted Residential SCOs. No samples exceeded the NYSDEC Part 375 Unrestricted Use SCOs or Restricted Residential SCOs for PCBs or pesticides. No samples exceeded Restricted Residential SCOs for VOCs.

SVOCs exceeded the Restricted Residential SCOs at four (4) sample locations, with the following maximum concentrations observed:

- Anthracene (maximum 103 mg/kg in B-15 at 0-2 ft.);
- Benzo(a)anthracene (maximum 98.0 mg/kg in B-15 at 0-2 ft.);
- Benzo(a)pyrene (maximum 22.9 mg/kg in B-15 at 14-16 ft.);
- Benzo(b)fluoranthene (maximum 20.2 mg/kg in B-15 at 14-16 ft.);
- Benzo(k)fluoranthene (maximum 21.2 mg/kg in B-15 at 14-16 ft.);
- Chrysene (maximum 44.1 mg/kg in B-15 at 0-2 ft.);
- Dibenzo(a,h)anthracene (maximum 6.99 mg/kg in B-15 at 14-16 ft.);
- Fluoranthene (maximum 244 mg/kg in B-15 at 0-2 ft.);
- Indeno(1,2,3-cd)pyrene (maximum 11.5 mg/kg in B-15 at 14-16 ft.); and
- Phenanthrene (maximum 352 mg/kg in B-15 at 0-2 ft.).

Many metals are naturally occurring in soil and many of the exceedances noted below occurred in samples collected from historic fill. Five (5) metals were detected above the Restricted Residential SCOs, as summarized below, with maximum exceedance locations as noted.

- Arsenic (maximum 2.87 mg/kg in B-19 at 6-8ft);
- Barium (maximum 2,040 mg/kg in B-19 at 6-8 ft.);
- Copper (maximum 1,460 mg/kg in B-18 at 14-16 ft.);
- Lead (maximum 2,790 mg/kg in B-18 at 14-16 ft.); and
- Mercury (maximum 2.87 mg/kg in B-13 at 6-8 ft.).

1.5.2 Groundwater Chemistry

Data collected during the RI was sufficient to delineate the distribution of contaminants in groundwater at the Site. Groundwater beneath the Site is impacted by VOCs, SVOCs, and metals above the NYSDEC TOGS for GA groundwater. The degree of contamination (the number of compounds detected, and the concentration of compounds detected) was higher at the water table and in areas towards the active spill property to the north.

VOC exceedances of the AWQS were identified in the two temporary monitoring wells located on the northern half of the Site (GW-7 and GW-8), with the exceedances generally being an order-of-magnitude higher in the well located closer to the center of the Site (GW-7). The VOC exceedances were all petroleum-related compounds, with total xylenes being the highest at 210 µg/L. The other petroleum-related VOCs detected above the AWQS in these wells included 1,2,4-trimethylbenzene, 1,3,5 trimethylbenzene, ethylbenzene, isopropylbenzene, n

butylbenzene, n-propylbenzene and p-isopropyltoluene. It is likely that these detections are related to the previously identified petroleum spill (and associated groundwater plume) that has been attributed to the former gas station located on the property across 156th Street to the north (751 Concourse Village West, also known as, 173 East 156th Street) and/or a potential on-Site source as discussed in Section 2.5.2. Based on the groundwater flow direction and the potential presence of USTs on properties to the west of the Site, such as the apartment buildings that reportedly contain fuel-oil USTs, it is possible that one or more off-Site sources and/or an on-Site source may also be contributing to the on-Site petroleum-impacts in groundwater.

SVOC detections above the AWQS were identified in each of the temporary monitoring wells sampled excluding GW-5, located on the southern portion of the Site. These included benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, indeno(1,2,3-cd)pyrene, and naphthalene. Excluding naphthalene in GW-7 (19.4 µg/L) and GW-8 (353 µg/L), the other detections were relatively low in magnitude, with a maximum of 0.24 µg/L of benzo(k)fluoranthene in GW-7. The naphthalene exceedances in GW-8, located closest to the property boundary, were an order-of-magnitude higher than the AWQS (of 10 µg/L) and the concentration in GW-7.

Metals exceedances of the AWQS were identified in each of the temporary monitoring wells sampled during the RI. Iron, manganese, selenium, and sodium exceedances were identified in total in each of the four wells sampled. Lead was also detected above the AWQS in the total metals analysis in three of the four wells sampled. Dissolved metals exceedances included iron, manganese and sodium in GW-7 and GW-8. Selenium and sodium exceeded the AWQS in the dissolved analysis in GW-5 and GW-6. Additional dissolved exceedances in GW-6 included magnesium and manganese. The lead results and two of the iron results exceeded the AWQS in the total analysis but not the dissolved analysis, indicating the exceedances were probably the result of sediment entrained within the samples. The highest identified exceedances were of sodium in the dissolved analysis, reaching a maximum of 707,000 µg/L in GW-6. The metals exceedances are likely due to background conditions or are related to road salt application (sodium) and are not contaminants of concern (COCs) for this Site.

There were no detections of pesticides or PCBs in the groundwater samples collected during the RI in February 2017.

1.5.3 Soil Vapor Chemistry

Several petroleum-related and chlorinated VOCs were detected in the soil vapor samples collected. Many of these compounds were also detected in the outdoor air sample, but at lower concentrations. Petroleum-related VOCs were detected in each of the four samples; however, the concentrations were higher in the samples taken in the northern part of the Site (SV-9 and

SV-10). The petroleum-related compounds detected included benzene, toluene, ethylbenzene, o-xylene, p- & m- xylenes and toluene (BTEX), in addition to n-hexane and n-heptane.

Other noteworthy VOCs detections included acetone and tetrachloroethene (PCE) at maximum concentrations of 42 $\mu\text{g}/\text{m}^3$ and 40 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$), respectively, in SV-9.

1.5.4 Asbestos-Containing Materials

As asbestos containing materials (ACM) have not been identified onsite, they are not currently monitored for at the site. However, in the course of earthwork, staff should be cognizant of potential ACM and report any suspected ACM to the CM Contractor and the CHSO, who will then determine the appropriate course of action.

1.5.5 Polychlorinated Biphenyls

As PCBs have not been identified onsite above their respective SCGs, they are not considered a potential concern at the site.

1.6 Biological Hazards

During the course of the project, there is a potential for workers to come into contact with biological hazards such as animals, insects and plants. Workers will be instructed in hazard recognition, health hazards, and control measures during site-specific training.

1.6.1 Animals

During the conduct of site operations, wild animals such as stray dogs or cats, raccoons, and mice may be encountered. Workers will use discretion and avoid all contact with wild animals. If these animals present a problem, efforts will be made to remove these animals from the site by contacting a licensed animal control technician.

1.6.2 Insects

Insects, including bees, wasps, hornets, and spiders, may be present at the site making the chance of a bite possible. Some individuals may have a severe allergic reaction to an insect bite or sting that can result in a life-threatening condition. Any individuals who have been bitten or stung by an insect should notify the SSO. The following is a list of preventive measures:

- Apply insect repellent prior to performing any field work and as often as needed throughout the work shift.
- Wear proper protective clothing (work boots, socks and light colored pants).

- Field personnel who may have insect allergies should have bee sting allergy medication onsite and should provide this information to the SSO prior to commencing work.

1.6.3 Tick Borne Illnesses

Lyme disease is caused by infection from a deer tick that carries a spirochete. During the painless tick bite, the spirochete may be transmitted into the bloodstream that could lead to the worker contracting Lyme disease.

Lyme disease may cause a variety of medical conditions including arthritis, which can be treated successfully if the symptoms are recognized early and medical attention is received. Treatment with antibodies has been successful in preventing more serious symptoms from developing. Early signs may include a flu-like illness, an expanding skin rash, and joint pain. If left untreated, Lyme disease can cause serious nerve or heart problems, as well as a disabling type of arthritis.

Symptoms can include a stiff neck, chills, fever, sore throat, headache, fatigue and joint pain. This flu-like illness is out of season, commonly happening between May and October when ticks are most active. A large expanding skin rash may develop around the area of the bite. More than one rash may occur. The rash may feel hot to the touch and may be painful. Rashes vary in size, shape, and color, but often look like a red ring with a clear center. The outer edges expand in size. It's easy to miss the rash and the connection between the rash and a tick bite. The rash develops from three days to as long as a month after the tick bite. Almost one third of those with Lyme disease never get the rash.

Joint or muscle pain may be an early sign of Lyme disease. These aches and pains may be easy to confuse with the pain that comes with other types of arthritis. However, unlike many other types of arthritis, this pain seems to move or travel from joint to joint.

Lyme disease can affect the nervous system. Symptoms include stiff neck, severe headache, and fatigue usually linked to meningitis. Symptoms may also include pain and drooping of the muscles on the face, called Bell's Palsy. Lyme disease may also mimic symptoms of multiple sclerosis or other types of paralysis.

The disease can also cause serious, but reversible heart problems, such as irregular heartbeat. Finally, Lyme disease can result in a disabling, chronic type of arthritis that most often affects the knees. Treatment is more difficult and less successful in later stages. Often, the effects of Lyme disease may be confused with other medical problems.

It is recommended that personnel check themselves when in areas that could harbor deer ticks, wear light color clothing and visually check themselves and their buddy when coming from

wooded or vegetated areas. If a tick is found biting an individual, the PM should be contacted immediately. The tick can be removed by pulling gently at the head with tweezers. The affected area should then be disinfected with an antiseptic wipe. The employee will be offered the option for medical treatment by a physician, which typically involves prophylactic antibiotics. If personnel feel sick or have signs similar to those above, they should notify the PM immediately.

The deer tick can also cause **Babesiosis**, an infection of the parasite *Babesia Microti*. Symptoms of Babesiosis may not be evident, but may also include fever, fatigue and hemolytic anemia lasting from several days to several months. Babesiosis is most commonly diagnosed in the elderly or in individuals whose immune systems are compromised.

Ehrlichiosis is a tick-borne disease which can be caused by either of two different organisms. Human monocytic ehrlichiosis (HME) is caused by *Ehrlichia chaffeensis*, which is transmitted by the lone star tick (*Amblyomma americanum*). Human granulocytic anaplasmosis (HGA), previously known as human granulocytic ehrlichiosis (HGE), is caused by *Anaplasma phagocytophilia*, which is transmitted by the deer tick (*Ixodes scapularis*).

In New York State, most cases of ehrlichiosis have been reported on Long Island and in the Hudson Valley. Ehrlichiosis is transmitted by the bite of infected ticks, including the deer tick and the lone star tick. The symptoms of HME and HGE are the same and usually include fever, muscle aches, weakness and headache. Patients may also experience confusion, nausea, vomiting and joint pain. Unlike Lyme disease or Rocky Mountain spotted fever, a rash is not common. Infection usually produces mild to moderately severe illness, with high fever and headache, but may occasionally be life-threatening or even fatal. Symptoms appear one to three weeks after the bite of an infected tick. However, not every exposure results in infection.

Rocky Mountain spotted fever (RMSF) is a tick-borne disease caused by a rickettsia (a microbe that differs somewhat from bacteria and virus). Fewer than 50 cases are reported annually in New York State. In the eastern United States, children are infected most frequently, while in the western United States, disease incidence is highest among adult males. Disease incidence is directly related to exposure to tick-infested habitats or to infested pets. Most of the cases in New York State have occurred on Long Island. RMSF is characterized by a sudden onset of moderate to high fever (which can last for two or three weeks), severe headache, fatigue, deep muscle pain, chills and rash. The rash begins on the legs or arms, may include the soles of the feet or palms of the hands, and may spread rapidly to the trunk or rest of the body. Symptoms usually appear within two weeks of the bite of an infected tick.

*(Information on Ehrlichiosis, Babesiosis, and Rocky Mountain Spotted Fever was derived from the New York State Department of Health).

1.6.4 Wasps and Bees

Wasps (hornets and yellow-jackets) and bees (honeybees and bumblebees) are common insects that may pose a potential hazard to the field team if work is performed during spring, summer or fall. Bees normally build their nests in the soil. However, they use other natural holes such as abandoned rodent nests or tree hollows. Wasps make a football-shaped, paper-like nest either below or above the ground. Yellow-jackets tend to build their nests in the ground but hornets tend to build their nests in trees and shrubbery. Bees are generally more mild-mannered than wasps and are less likely to sting. Bees can only sting once while wasps are capable of stinging multiple times because of a barbless stinger. Wasps sting when they feel threatened. By remaining calm and not annoying wasps by swatting, you lessen the chance of being stung.

Wasps and bees inject a venomous fluid under the skin when they sting. The venom causes a painful swelling that may last for several days. If the stinger is still present, carefully remove it with tweezers. Some people may develop an allergic reaction (i.e. anaphylactic shock) to a wasp or bee sting. If such a reaction develops, seek medical attention at once. Employees should inform the SSO if they are allergic to bees or wasps, and inform the SSO if an epi-pen is required treatment and the location of the pen.

1.6.5 Plants

The potential for contact with poisonous plants exists when performing field work in undeveloped and wooded areas. Poison ivy, sumac, and oak may be present onsite. Poison ivy can be found as vines on tree trunks or as upright bushes. Poison ivy consists of three leaflets with notched edges. Two leaflets form a pair on opposite sides of the stalk, and the third leaflet stands by itself at the tip. Poison ivy is red in the early spring and turns shiny green later in the spring. Poison sumac can be present in the form of a flat-topped shrub or tree. It has fern-like leaves, which are velvety dark green on top and pale underneath. The branches of immature trees have a velvety "down." Poison sumac has white, "hairy" berry clusters. Poison oak can be present as a sparingly branched shrub. Poison oak is similar to poison ivy in that it has the same leaflet configuration; however, the leaves have slightly deeper notches. Prophylactic application of Tecnu may prevent the occurrence of exposure symptoms. Post exposure over the counter products are available and should be identified at the local pharmacist. Susceptible individuals should be identified to the PM.

Contact with poison ivy, sumac, or oak may lead to a skin rash, characterized by reddened, itchy, blistering skin which needs first aid treatment. If a field worker believes they have contacted one of these plants, immediately wash skin thoroughly with soap and water, taking care not to touch your face or other body parts.

1.7 Sun Exposure

Employees are encouraged to liberally apply sunscreen, with a minimum sun protection factor (SPF) of 15, when working outdoors to avoid sunburn and potential skin cancer, which is associated with excessive sun exposure to unprotected skin. Additionally, employees should wear safety glasses that offer protection from UVA/UVB rays.

1.8 Personal Safety

Field activities have the potential to take site workers into areas which may pose a risk to personal safety. The following website (source) has been researched to identify potential crime activity in the area of the project:

http://www.nyc.gov/html/nypd/html/crime_prevention/crime_statistics.shtml

Type of Crime	Subject Property and Vicinity	New York City Total*
Murder	4	333
Rape	12	1,352
Robbery	151	16,539
Felony Assault	225	20,207
Burglary	134	16,765
Grand Larceny	393	43,862

*New York City Total includes values from the 121st Precinct

2014 crime statistics from this website report that the 121st Precinct, which is closest to the subject property, is shown above in comparison to the current New York City total.

To protect yourself, take the following precautions:

- If deemed necessary, use the buddy system (teams of a minimum of two persons present);
- Let the Site Safety Officer (SSO) know when you begin work in these areas and when you leave;
- Call in regularly;
- Pay attention to what is going on around you; and
- If you arrive in an area and it does not look safe to get out of your vehicle, lock the doors and drive off quickly, but safely.

Site workers must not knowingly enter into a situation where there is the potential for physical and violent behaviors to occur. If site workers encounter hostile individuals or a confrontation develops in the work area, suspend work activities, immediately leave the area of concern, and

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contact local 911 for assistance. Notify the SSO and CHSO of any incidents once you are out of potential danger.

In the event of an emergency, prompt communications with local emergency responders is essential. At least one charged and otherwise functioning cell phone to facilitate emergency communications will be on site.

2. Community Air Monitoring Plan

Concourse Village West Owner LLC will implement a Community Air Monitoring Plan (CAMP) in compliance with Appendix 1 of DER-10. Concourse Village West Owner LLC will contract with GEI Consultants, Inc., P. C. to implement the plan. Please see the body of the report of the Remedial Action Work Plan for full details outlining the CAMP implementation.

3. Project Personnel/Responsibilities and Lines of Authority

Site Personnel		
Nicholas Recchia	Project Manager (PM)	Office: 631-759-2973 Cell: 516-395-8763
Thomas Johansen	Site Safety Officer (SSO), Field Representative (FR)	Office: 631-759-2976 Cell: 516-519-2872
Stephanie Cobleigh	Construction Manager (CM)	Office: 212-414-9414 Cell: 917-639-9400

Lines of Authority will be as follows:

Onsite – The CM Contractor will have responsibility for safety of its employees during the work performed at the site. The Field Representative (FR) will have a cell phone available to contact the appropriate local authorities, in the event of an emergency. The FR will be available for communication with the SSO and CM and with the client representative. The FR and/or SSO may change due to the nature of work being conducted onsite.

3.1 Construction Manager (CM)

Responsibilities of the CM include the following:

- Verifies implementation of the HASP
- Conducts periodic inspections and documents these in the field book
- Participates in incident investigations
- Verifies the HASP has the required approvals before any site work is conducted
- Verifies that the client and/or CM site manager is informed of project changes, which require modifications of the HASP
- Has overall responsibility for project health and safety
- Acts as the primary point of contact with the client for site related activities and coordination with non-project related site operations
- Overseeing of performance of project tasks as outlined in the scope of work
- Plans field work using appropriate safe procedures and equipment
- Verifies and documents current OSHA construction training compliance for all construction trades
- Verifies that subcontractors acknowledge and sign the projects HASP

3.2 Health and Safety Officer (HSO)

The HSO is a qualified health and safety professional with experience in construction activities. Responsibilities of the HSO include the following:

- Serves as the primary contact to review health and safety matters that may arise
- Approves revised or new safety protocols for field operations
- Coordinates revisions of this HASP with field personnel
- Coordinates upgrading or downgrading of PPE with the site manager
- Leads the investigation of all accidents/incidents
- Provide the necessary training of subcontractor trade field crews in accordance with OSHA regulations and provides proof of training to the SSO prior to subcontractor trade personnel entering the site

3.3 Site Safety Officer (SSO)

Responsibilities of the SSO include the following:

- Verifies that the HASP is implemented and that all health and safety activities identified in the HASP are conducted and/or implemented
- Verifies that field work is scheduled with adequate personnel and equipment resources to complete the job safely and enforces site health and safety rules
- Verifies that adequate communications between trade crews and emergency response personnel is maintained during emergency situations
- Verifies that field site personnel are adequately trained and qualified to work at the site and that proper PPE is utilized
- Report all accidents/incidents to the CHSO and CM
- Stop work if necessary
- Identifies operational changes which require modifications to the [HASP](#) and ensures that the procedure modifications are implemented and documented through changes to the HASP, with CHSO approval
- Determines upgrades or downgrades of PPE based on site conditions and/or real-time monitoring results with CHSO approval
- Reports to the CHSO and provides summaries of field operations and progress

3.4 Field Representative (FR)

The FR is responsible for carrying out field work on a monthly, quarterly, or as-needed basis. Responsibilities of the FR include:

- Conducts routine safety inspection of the work area
- Documenting occurrences of unsafe activity and what actions were taken to rectify the situation
- Reports any unsafe or potentially hazardous conditions to the SSO and CM
- Maintains familiarity of the information, instructions, and emergency response actions contained in the HASP
- Complies with rules, regulations and procedures set forth in the HASP
- Prevents admittance to work site by unauthorized personnel
- Inspects all tools and equipment, including PPE, prior to use and documents inspection on the daily safety meeting form or in the appropriate field book
- Verifies that monitoring instruments are calibrated
- Stops work if necessary

4. Subcontractors

The CM Contractor may subcontract with various companies to conduct various work onsite on an as-needed basis. Contact information for these subcontractors will be available when such work is being conducted.

The CM Contractor requires its subcontractors to work in a responsible and safe manner. Subcontractors for this project may be required to develop their own HASP for protection of their employees and must adhere to applicable requirements set forth in this HASP.

5. Emergency Contact List

EMERGENCY INFORMATION		
Important Phone Numbers		Directions to: Lincoln Medical and Mental Health Center 234 E. 149 th Street Bronx, NY 10451
Police	911	<ul style="list-style-type: none"> ▪ Head southwest on Concourse Village W toward E 153rd St. ▪ Continue onto E 153rd St. ▪ Turn left onto Grand Concourse ▪ Turn left onto E 149th St. ▪ Turn right onto Park Ave. <p style="text-align: center;">Refer to Hospital Route Map in Appendix A.</p>
Fire Department	911	
Ambulance	911	
Mobile Health Clinic 2488 Grand Concourse #210 Bronx, NY 10458	(212) 695-5122	
Local Hospital: Lincoln Medical and Mental Health Center	(718) 579-5016	
Project Manager	Nicholas Recchia	Office: 631-759-2973 Cell: 516-395-8763
Developer/Contractor	Stephanie Cobleigh	Office: 212-414-9414

6. Training Program

6.1 Hazard Communication

In accordance with 29 CFR 1926, site workers shall, at the time of job assignment, have received hazard communication training. All hazardous materials used on the site will be properly labeled, stored, and handled. SDSs will be attached to this report and available to onsite staff.

6.2 Onsite Safety Briefings

Other onsite personnel will be given health and safety briefings by a FR to assist personnel in safely conducting work activities. The briefings will include information on new operations to be conducted, changes in work practices or changes in the site's conditions, as well as periodic reinforcement of previously discussed topics. The briefings will also provide a forum to facilitate conformance with safety requirements and to identify performance deficiencies related to safety during daily activities or as a result of safety inspections. These safety briefing will be documented on a daily safety briefing form or other appropriate media.

7. Medical Support

In case of minor injuries, onsite care shall be administered with the Site first aid kit. For serious injuries, call 911 and request emergency medical assistance. Seriously injured persons should not be moved, unless they are in immediate danger.

Section 5 and **Appendix A** contain detailed emergency information, including directions to the nearest hospital, and a list of emergency services and their telephone numbers. Field personnel will carry a cellular telephone.

8. Personal Protective Equipment

PPE required for each level of protection is as follows.

Safety Equipment	Level A	Level B	Level C	Level D
Hard hats with splash shields or safety glasses			•	•
Steel-toe boots with overboots as appropriate for work being performed and materials handled			•	•
Protective Leather Work Gloves or Chemical-resistant gloves as needed			•	•
Reflective Vest			•	•
Half- or full-face respirators with HEPA cartridges as approved by the CHSO as needed			•	
Long Pants	•	•	•	•
Welding Helmet				•
Welding Gloves, apron, leggings (as needed)				•
Flame-resistant boots for welding				•

PPE can include hardhats, safety glasses or face shields, steel toe/steel shank boots, hearing protection, nitrile gloves, and leather gloves as necessary.

OSHA Requirements for PPE

All PPE used during the course of this field investigation must meet the following OSHA standards:

Type of Protection	Regulation	Source
Eye and Face	29 CFR 1910.133	ANSI Z87.1 1968
Respiratory	29 CFR 1910.134	ANSI Z88.1 1980
Head	29 CFR 1910.135	ANSI Z89.1 1969
Foot	29 CFR 1910.136	ANSI Z41.1 1999 or ASTM F-2412-2005, and ASTM F-2413-2005

CFR = Code of Federal Regulations

ANSI = American National Standards Institute

ASTM = American Society For Testing and Materials

Any onsite personnel who have the potential to don a respirator must have a valid fit test certification and documentation of medical clearance. The CHSO will maintain such information on file for onsite personnel. The CM will obtain such information from the subcontractor's site supervisor prior to the initiation of any such work. Both the respirator and cartridges specified for use in Level C protection must be fit-tested prior to use in accordance with OSHA regulations (29 CFR 1910.134). Air purifying respirators cannot be worn under the following conditions:

- Oxygen deficiency;
- IDLH concentrations; and
- If contaminant levels exceed designated use concentrations.

For most work conducted at the site, Level D PPE will include long pants, hard hats, safety glasses with side shields, and steel toe safety boots with steel shanks. The CHSO will determine if site works deems an upgrade in PPE. The use of respirators is not anticipated.

Use of Level A or Level B PPE is not anticipated. If conditions indicating the need for Level A or Level B PPE are encountered, personnel will leave the work zone and this HASP will be revised with oversight of the CHSO, personnel will not re-enter the work zone until conditions allow.

9. Supplemental Contingency Plan Procedures

9.1 Fire

In the event of a fire, all personnel will evacuate the area. The FR will contact the local fire department and report the fire. Notification of evacuation will be made to the client, the CM and the CHSO. The FR or appropriate staff member will account for subcontractor personnel and report their status to the CM.

9.2 Severe Weather

The contingency plan for severe weather includes reviewing the expected weather to determine if severe weather is in the forecast. Severe weather includes high winds over 30 mph, heavy rains or snow squalls, thunderstorms, hurricanes, and lightning storms. If severe weather is approaching, the decision to evacuate staff and subcontractor personnel from the site is the responsibility of the FR. Notification of evacuation will be made to the Project Manager, the Construction Project Manager and the CHSO. The FR will account for onsite staff and report their status to the CM. If safe, work can resume 30 minutes after the last flash of lightening or clap of thunder.

9.3 Spills or Material Release

If a hazardous waste spill or material release occurs, the SSO or their representative, if safe, will immediately assess the magnitude and potential seriousness of the spill or release based on the following:

- SDS, if applicable, for the material spilled or released
- Source of the release or spillage of hazardous material
- An estimate of the quantity released and the rate at which it is being released
- The direction in which the spill or air release is moving
- Personnel who may be or may have been in contact with the material, or air release, and possible injury or sickness as a result
- Potential for fire and/or explosion resulting from the situation
- Estimates of area under influence of release

If the spill or release is determined to be within the onsite emergency response capabilities, the SSO will ensure implementation of the necessary remedial action. If the release is beyond the

capabilities of the site personnel, all personnel will be evacuated from the immediate area and the local fire department will be contacted. The SSO will notify the CM and the CHSO.

9.4 Alcohol and Drug Abuse Prevention

Alcohol and drugs will not be allowed on the work site. Project personnel under the influence of alcohol or drugs will not be allowed to enter the site.

10. Decontamination Procedures

10.1 Personnel Decontamination Station

As needed, a personnel decontamination station where workers can drop equipment and remove PPE will be set up as needed by the Contractor. The PPE area will be equipped with basins for water and detergent, and trash bag(s) or cans for containing disposable PPE and discarded materials. Once personnel have decontaminated at this station and taken off their PPE, they will proceed to a portable sink where they will wash themselves wherever they have potentially been exposed to any contaminants (e.g., hands, face, etc.).

Contaminated PPE (gloves, suits, etc.) will be decontaminated and stored for reuse or placed in plastic bags (or other appropriate container) and disposed of in an approved facility.

Decontamination wastewater and used cleaning fluids will be collected and disposed of in accordance with all applicable state and federal regulations.

10.2 Decontamination Equipment Requirements

If heavily contaminated soils are encountered during intrusive work, the following equipment, as needed, will be in sufficient supply to implement decontamination procedures for equipment.

- Buckets
- Alconox™ detergent concentrate
- Hand pump sprayers
- Long handle soft bristle brushes
- Large sponges
- Cleaning wipes for respirators
- Bench or stool(s)
- Methanol
- Liquid detergent and paper towels
- Plastic trash bags

11. Health and Safety Plan Sign-Off

All personnel conducting site activities must read this Health and Safety Plan, be familiar with its requirements, and agree to its implementation.

All other personnel onsite for regulatory, observational and other activities not directly associated with site activities must read this Health and Safety Plan for hazard communication purposes.

Once the Health and Safety Plan has been read, complete this sign-off sheet, and return it to the Project Manager.

Site Name:

180 East 156th Street, Bronx, NY

Activity:

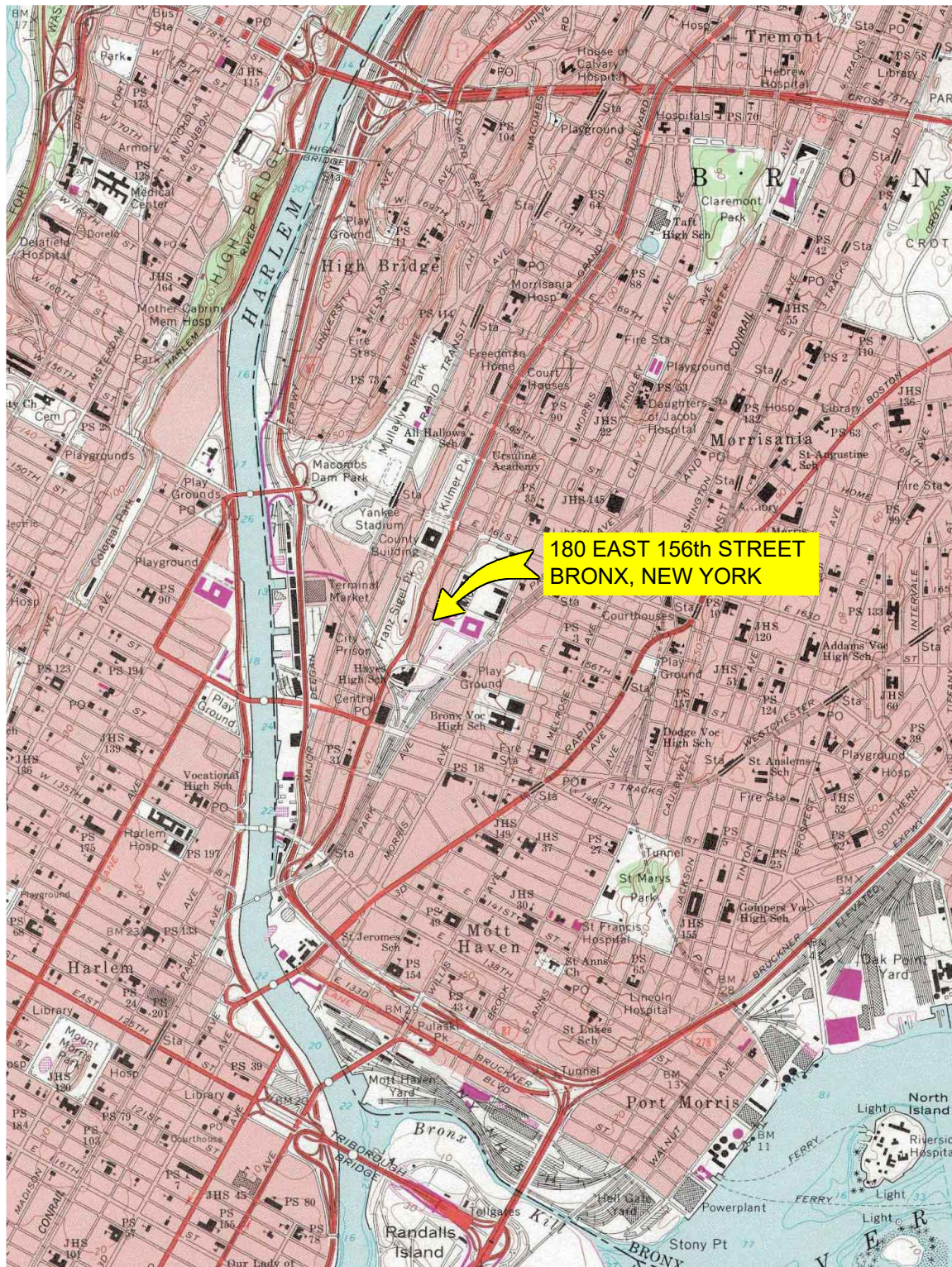
- Building demolition
- Foundation excavation, loading and removal of site soils
- Site grading
- Building construction

I have received and read the Health and Safety Plan, been briefed on it, and agree to its implementation.

Name	Signature	Date	Company

HEALTH AND SAFETY PLAN
180 EAST 156TH STREET
BRONX, NEW YORK
AUGUST 2019

APPENDIX A
SITE-SPECIFIC INFORMATION



**180 EAST 156TH STREET
BRONX, NEW YORK**



SCALE: 1" = 2000'

SOURCE:
USGS CENTRAL PARK QUADRANGLE MAP

SITE MANAGEMENT PLAN
CONCOURSE VILLAGE WEST APARTMENTS - NORTH
180 EAST 156TH STREET, BRONX, NEW YORK

BCP SITE #C203091
CONCOURSE VILLAGE WEST - NORTH
BRONX, NEW YORK

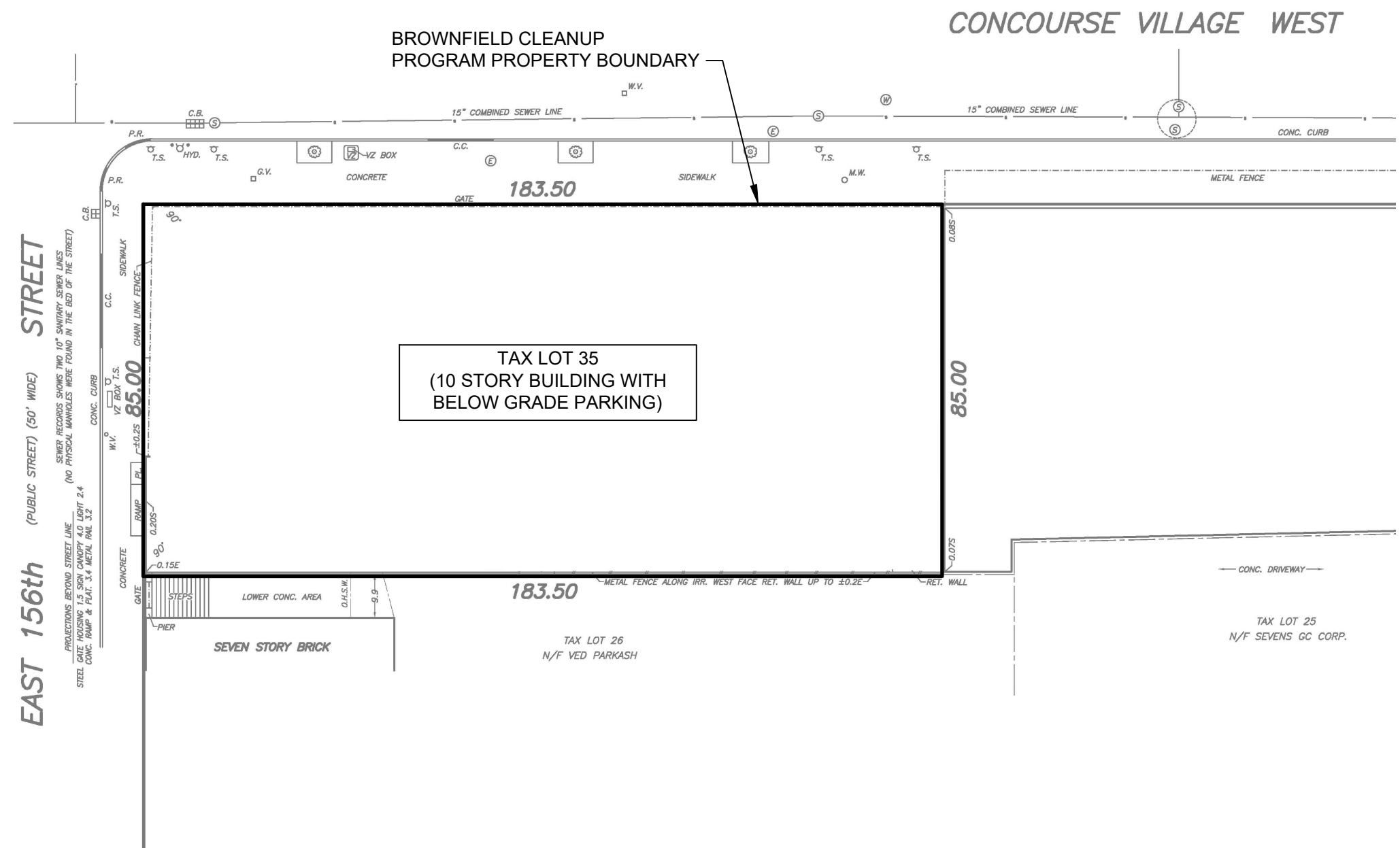
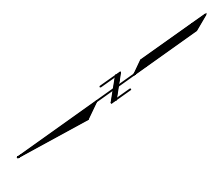


Project 1700655

SITE LOCATION MAP

AUGUST 2019

Fig. 1



SITE MANAGEMENT PLAN
 CONCOURSE VILLAGE WEST APARTMENTS - NORTH
 180 EAST 156TH STREET, BRONX, NEW YORK
 BCP SITE #C203091
 CONCOURSE VILLAGE WEST - NORTH
 BRONX, NEW YORK

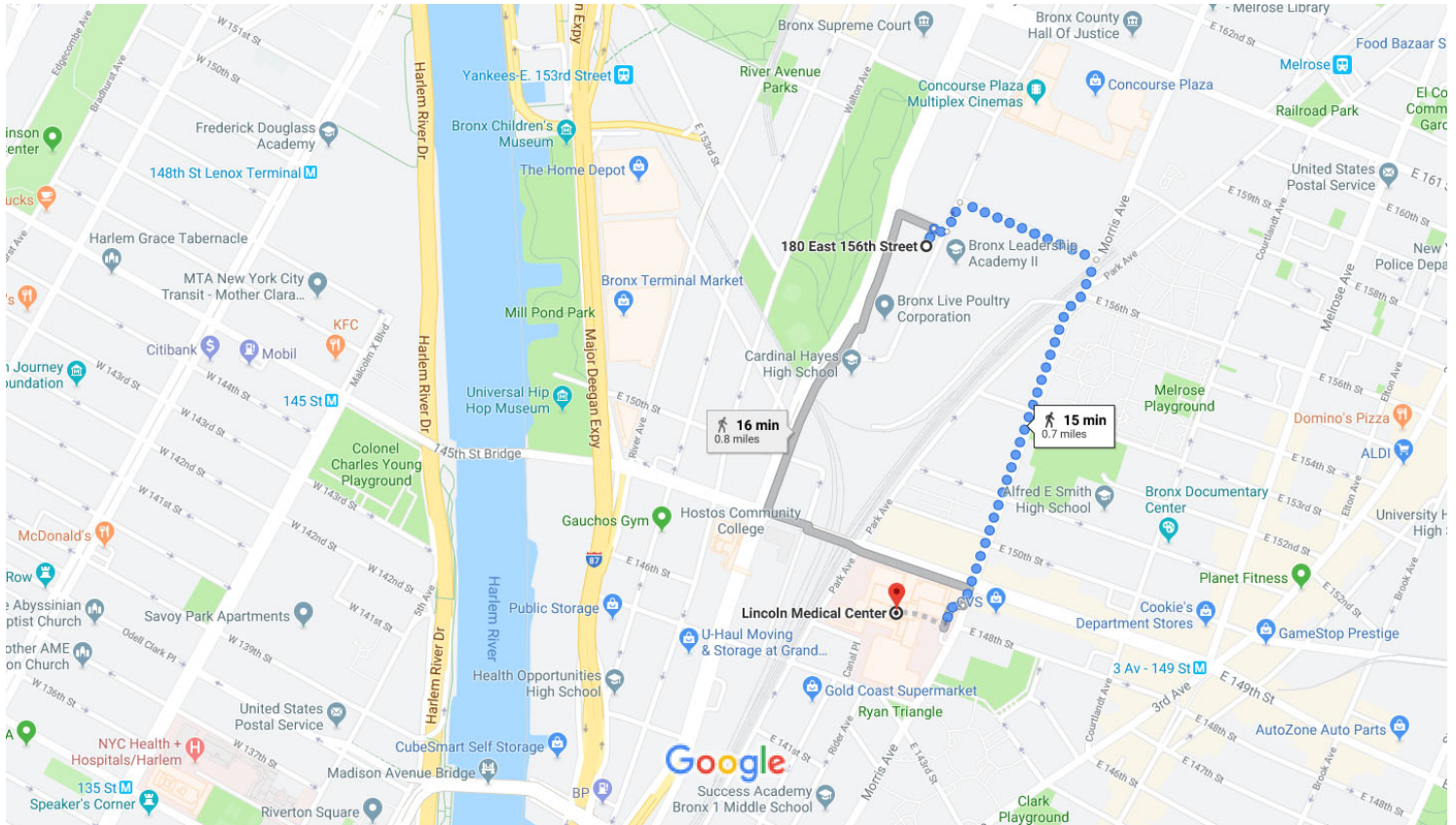


SITE PLAN
 Project 1700655
 AUGUST 2019
 Fig. 2



180 E 156th St, The Bronx, NY 10451 to Lincoln Medical Center

Walk 0.7 mile, 15 min



Map data ©2019 Google 500 ft

Use caution—walking directions may not always reflect real-world conditions

180 E 156th St

The Bronx, NY 10451

- 1. Head northeast toward E 156th St
128 ft
- 2. Turn right onto E 156th St
62 ft
- 3. Turn left onto Concourse Village W
207 ft
- 4. Turn right onto E 156th St
0.2 mi
- 5. Turn right onto Concourse Village E/Morris Ave
 Continue to follow Morris Ave
0.4 mi
- 6. Turn right
 Destination will be on the right
213 ft

Lincoln Medical Center

7/31/2019

180 E 156th St, The Bronx, NY 10451 to Lincoln Medical Center - Google Maps

234 E 149th St, The Bronx, NY 10451

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

HEALTH AND SAFETY PLAN
180 EAST 156TH STREET
BRONX, NEW YORK
AUGUST 2019

APPENDIX B
COLD STRESS GUIDELINES

Cold Stress Guidelines

	Symptoms	What to do
Mild Hypothermia	<ul style="list-style-type: none"> ▪ Body Temp 98-90°F ▪ Shivering ▪ Lack of coordination, stumbling, fumbling hands ▪ Slurred speech ▪ Memory loss ▪ Pale, cold skin 	<ul style="list-style-type: none"> ▪ Move to warm area ▪ Stay active ▪ Remove wet clothes and replace with dry clothes of blankets ▪ Cover the head ▪ Drink warm (not hot) sugary drink
Moderate Hypothermia	<ul style="list-style-type: none"> ▪ Body temp 90-86°F ▪ Shivering stops ▪ Unable to walk or stand ▪ Confused irrational 	<ul style="list-style-type: none"> ▪ All of the above, plus: ▪ Call 911 ▪ Cover all extremities completely ▪ Place very warm objects, such as hot packs on the victim's head, neck, chest and groin
Severe Hypothermia	<ul style="list-style-type: none"> ▪ Body temp 86-78°F ▪ Severe muscle stiffness ▪ Very sleepy or unconscious ▪ Ice cold skin ▪ Death 	<ul style="list-style-type: none"> ▪ Call 911 ▪ Treat victim very gently ▪ Do not attempt to re-warm
Frostbite	<ul style="list-style-type: none"> ▪ Cold, tingling, stinging or aching feeling in the frostbitten area, followed by numbness ▪ Skin color turns red, then purple, then white or very pale skin ▪ Cold to the touch ▪ Blisters in severe cases 	<ul style="list-style-type: none"> ▪ Call 911 ▪ Do not rub the area ▪ Wrap in soft cloth ▪ If help is delayed, immerse in warm, not hot, water
Trench Foot	<ul style="list-style-type: none"> ▪ Tingling, itching or burning sensation ▪ Blisters 	<ul style="list-style-type: none"> ▪ Soak feet in warm water, then wrap with dry cloth bandages ▪ Drink a warm sugary drink

HEALTH AND SAFETY PLAN
180 EAST 156TH STREET
BRONX, NEW YORK
AUGUST 2019

APPENDIX C
HEAT STRESS GUIDELINES

HEAT STRESS GUIDELINES			
Form	Signs & Symptoms	Care	Prevention³
Heat Rash	Tiny red vesicles in affected skin area. If the area is extensive, sweating can be impaired.	Apply mild lotions and cleanse the affected area.	Cool resting and sleeping areas to permit skin to dry between heat exposures
Heat Cramps	Spasm, muscular pain (cramps) in stomach area and extremities (arms and legs).	Provide replacement fluids with minerals (salt) such as Gatorade.	Adequate salt intake with meals ¹ ACCLIMATIZATION ²
Heat Exhaustion	Profuse sweating, cool (clammy) moist skin, dizziness, confusion, pale skin color, faint, rapid shallow breathing, headache, weakness, muscle cramps.	Remove from heat, sit or lie down, rest, replace lost water with electrolyte replacement fluids (water, Gatorade) take frequent sips of liquids in amounts greater than required to satisfy thirst.	ACCLIMATIZATION ² Adequate salt intake with meals 1 only during early part of heat season. Ample water intake, frequently during the day
Heat Stroke	HOT Dry Skin. Sweating has stopped. Mental confusion, dizziness, nausea, severe headache, collapse, delirium, coma.	HEAT STROKE IS A MEDICAL EMERGENCY - Remove from heat. - COOL THE BODY AS RAPIDLY AS POSSIBLE by immersing in cold (or cool) water, or splash with water and fan. Call for Emergency Assistance. Observe for signs of shock.	ACCLIMATIZATION ² Initially moderate workload in heat (8 to 14 days). Monitor worker's activities.

Footnotes:

- 1) American diets are normally high in salt, sufficient to aid acclimatization. However, during the early part of the heat season, (May, June), one extra shake of salt during one to two meals per day may help, so long as this is permitted by your physician. Check with your personal physician.
- 2) ACCLIMATIZATION - The process of adapting to heat is indicated by worker's ability to perform hot jobs less fluid loss, lower concentrations of salt loss in sweat, and a reduced core (body) temperature and heart rate.
- 3) Method to Achieve Acclimatization - Moderate work or exercise in hot temperatures during early part of heat season. Adequate salt (mineral) and water intake. Gradually increasing work time in hot temperatures. Avoid alcohol. Normally takes 8 to 14 days to achieve acclimatization. Lost rapidly, if removed from strenuous work (or exercise) in hot temperature for more than approximately five days.

HEALTH AND SAFETY PLAN
180 EAST 156TH STREET
BRONX, NEW YORK
AUGUST 2019

APPENDIX D
SAFETY DATA SHEET (SDS)

MATERIAL SAFETY DATA SHEET

ALCONOX®

Prepared to U.S. OSHA, CMA, ANSI, Canadian WHMIS, Australian WorkSafe, Japanese Industrial Standard JIS Z 7250:2000, and European Union REACH Regulations



SECTION 1 - PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: **ALCONOX®**
CHEMICAL FAMILY NAME: Detergent.
PRODUCT USE: Critical-cleaning detergent for laboratory, healthcare and industrial applications
U.N. NUMBER: Not Applicable
U.N. DANGEROUS GOODS CLASS: Non-Regulated Material
SUPPLIER/MANUFACTURER'S NAME: Alconox, Inc.
ADDRESS: 30 Glenn St., Suite 309, White Plains, NY 10603. USA
EMERGENCY PHONE: **TOLL-FREE in USA/Canada** 800-255-3924
International calls 813-248-0585
BUSINESS PHONE: 914-948-4040
DATE OF PREPARATION: May 2011
DATE OF LAST REVISION: February 2008

SECTION 2 - HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW: This product is a white granular powder with little or no odor. Exposure can be irritating to eyes, respiratory system and skin. It is a non-flammable solid. The Environmental effects of this product have not been investigated.

US DOT SYMBOLS

Non-Regulated

CANADA (WHMIS) SYMBOLS



EUROPEAN and (GHS) Hazard Symbols



Signal Word: **Warning!**

EU LABELING AND CLASSIFICATION:

Classification of the substance or mixture according to Regulation (EC) No1272/2008 Annex 1

EC# 205-633-8 This substance is not classified in the Annex I of Directive 67/548/EEC

EC# 268-356-1 This substance is not classified in the Annex I of Directive 67/548/EEC

EC# 231-838-7 This substance is not classified in the Annex I of Directive 67/548/EEC

EC# 231-767-1 This substance is not classified in the Annex I of Directive 67/548/EEC

EC# 207-638-8 Index# 011-005-00-2

EC# 205-788-1 This substance is not classified in the Annex I of Directive 67/548/EEC

GHS Hazard Classification(s):

Eye Irritant Category 2A

Hazard Statement(s):

H319: Causes serious eye irritation

Precautionary Statement(s):

P260: Do not breath dust/fume/gas/mist/vapors/spray

P264: Wash hands thoroughly after handling

P271: Use only in well ventilated area.

P280: Wear protective gloves/protective clothing/eye protection/face protection/

Hazard Symbol(s):

[Xi] Irritant

MATERIAL SAFETY DATA SHEET

ALCONOX®

Risk Phrases:

R20: Harmful by inhalation
R36/37/38: Irritating to eyes, respiratory system and skin

Safety Phrases:

S8: Keep container dry
S22: Do not breath dust
S24/25: Avoid contact with skin and eyes

HEALTH HAZARDS OR RISKS FROM EXPOSURE:

ACUTE: Exposure to this product may cause irritation of the eyes, respiratory system and skin. Ingestion may cause gastrointestinal irritation including pain, vomiting or diarrhea.

CHRONIC: This product contains an ingredient which may be corrosive.

TARGET ORGANS:

ACUTE: Eye, respiratory System, Skin

CHRONIC: None Known

SECTION 3 - COMPOSITION and INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENTS:	CAS #	EINECS #	ICSC #	WT %	HAZARD CLASSIFICATION; RISK PHRASES
Sodium Bicarbonate	144-55-8	205-633-8	1044	33 - 43%	HAZARD CLASSIFICATION: None RISK PHRASES: None
Sodium (C10 - C16) Alkylbenzene Sulfonate	68081-81-2	268-356-1	Not Listed	10 - 20%	HAZARD CLASSIFICATION: None RISK PHRASES: None
Sodium Tripolyphosphate	7758-29-4	231-838-7	1469	5 - 15%	HAZARD CLASSIFICATION: None RISK PHRASES: None
Tetrasodium Pyrophosphate	7722-88-5	231-767-1	1140	5 - 15%	HAZARD CLASSIFICATION: None RISK PHRASES: None
Sodium Carbonate	497-19-8	207-638-8	1135	1 - 10%	HAZARD CLASSIFICATION: [Xij] Irritant RISK PHRASES: R36
Sodium Alcohol Sulfate	151-21-3	205-788-1	0502	1 - 5%	HAZARD CLASSIFICATION: None RISK PHRASES: None
Balance of other ingredients are non-hazardous or less than 1% in concentration (or 0.1% for carcinogens, reproductive toxins, or respiratory sensitizers).					

NOTE: ALL WHMIS required information is included in appropriate sections based on the ANSI Z400.1-2004 format. This product has been classified in accordance with the hazard criteria of the CPR and the MSDS contains all the information required by the CPR, EU Directives and the Japanese Industrial Standard JIS Z 7250: 2000.

SECTION 4 - FIRST-AID MEASURES

Contaminated individuals of chemical exposure must be taken for medical attention if any adverse effect occurs. Rescuers should be taken for medical attention, if necessary. Take copy of label and MSDS to health professional with contaminated individual.

EYE CONTACT: If product enters the eyes, open eyes while under gentle running water for at least 15 minutes. Seek medical attention if irritation persists.

SKIN CONTACT: Wash skin thoroughly after handling. Seek medical attention if irritation develops and persists. Remove contaminated clothing. Launder before re-use.

INHALATION: If breathing becomes difficult, remove victim to fresh air. If necessary, use artificial respiration to support vital functions. Seek medical attention if breathing difficulty continues.

INGESTION: If product is swallowed, call physician or poison control center for most current information. If professional advice is not available, do not induce vomiting. Never induce vomiting or give diluents (milk or water) to someone who is unconscious, having convulsions, or who cannot swallow. Seek medical advice. Take a copy of the label and/or MSDS with the victim to the health professional.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Pre-existing skin, or eye problems may be aggravated by prolonged contact.

RECOMMENDATIONS TO PHYSICIANS: Treat symptoms and reduce over-exposure.

MATERIAL SAFETY DATA SHEET

ALCONOX®

SECTION 5 - FIRE-FIGHTING MEASURES

FLASH POINT:

Not Flammable

AUTOIGNITION TEMPERATURE:

Not Applicable

FLAMMABLE LIMITS (in air by volume, %):

Lower (LEL): NA Upper (UEL): NA

FIRE EXTINGUISHING MATERIALS:

As appropriate for surrounding fire. Carbon dioxide, foam, dry chemical, halon, or water spray.

UNUSUAL FIRE AND EXPLOSION HAZARDS:

This product is non-flammable and has no known explosion hazards.

Explosion Sensitivity to Mechanical Impact:

Not Sensitive.

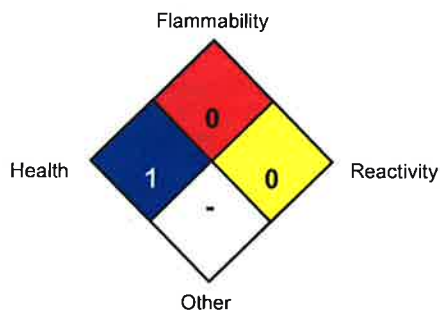
Explosion Sensitivity to Static Discharge:

Not Sensitive

SPECIAL FIRE-FIGHTING PROCEDURES:

Incipient fire responders should wear eye protection. Structural firefighters must wear Self-Contained Breathing Apparatus and full protective equipment. Isolate materials not yet involved in the fire and protect personnel. Move containers from fire area if this can be done without risk; otherwise, cool with carefully applied water spray. If possible, prevent runoff water from entering storm drains, bodies of water, or other environmentally sensitive areas.

NFPA RATING SYSTEM



HMIS RATING SYSTEM

HAZARDOUS MATERIAL IDENTIFICATION SYSTEM			
HEALTH HAZARD (BLUE)	1		
FLAMMABILITY HAZARD (RED)	0		
PHYSICAL HAZARD (YELLOW)	0		
PROTECTIVE EQUIPMENT			
EYES	RESPIRATORY	HANDS	BODY
	See Sect 8		See Sect 8
For Routine Industrial Use and Handling Applications			

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe * = Chronic hazard

SECTION 6 - ACCIDENTAL RELEASE MEASURES

SPILL AND LEAK RESPONSE: Personnel should be trained for spill response operations.

SPILLS: Contain spill if safe to do so. Prevent entry into drains, sewers, and other waterways. Sweep, shovel or vacuum spilled material and place in an appropriate container for re-use or disposal. Avoid dust generation if possible. Dispose of in accordance with applicable Federal, State, and local procedures (see Section 13, Disposal Considerations).

SECTION 7 - HANDLING and STORAGE

WORK PRACTICES AND HYGIENE PRACTICES: As with all chemicals, avoid getting this product ON YOU or IN YOU. Wash thoroughly after handling this product. Do not eat, drink, smoke, or apply cosmetics while handling this product. Avoid breathing dusts generated by this product. Use in a well-ventilated location. Remove contaminated clothing immediately.

STORAGE AND HANDLING PRACTICES: Containers of this product must be properly labeled. Store containers in a cool, dry location. Keep container tightly closed when not in use. Store away from strong acids or oxidizers.

MATERIAL SAFETY DATA SHEET

ALCONOX®

SECTION 8 - EXPOSURE CONTROLS - PERSONAL PROTECTION

EXPOSURE LIMITS/GUIDELINES:

Chemical Name	CAS#	ACGIH TWA	OSHA TWA	SWA
Sodium Bicarbonate	144-55-8	10 mg/m ³ Total Dust	15 mg/m ³ Total Dust	10 mg/m ³ Total Dust
Sodium (C10 – C16) Alkylbenzene Sulfonate	68081-81-2	10 mg/m ³ Total Dust	15 mg/m ³ Total Dust	10 mg/m ³ Total Dust
Sodium Tripolyphosphate	7758-29-4	10 mg/m ³ Total Dust	15 mg/m ³ Total Dust	10 mg/m ³ Total Dust
Tetrasodium Pyrophosphate	7722-88-5	5 mg/m ³	5 mg/m ³	5 mg/m ³
Sodium Carbonate	497-19-8	10 mg/m ³ Total Dust	15 mg/m ³ Total Dust	10 mg/m ³ Total Dust
Sodium Alcohol Sulfate	151-21-3	10 mg/m ³ Total Dust	15 mg/m ³ Total Dust	10 mg/m ³ Total Dust

Currently, International exposure limits are not established for the components of this product. Please check with competent authority in each country for the most recent limits in place.

VENTILATION AND ENGINEERING CONTROLS: Use with adequate ventilation to ensure exposure levels are maintained below the limits provided below. Use local exhaust ventilation to control airborne dust. Ensure eyewash/safety shower stations are available near areas where this product is used.

The following information on appropriate Personal Protective Equipment is provided to assist employers in complying with OSHA regulations found in 29 CFR Subpart I (beginning at 1910.132) or equivalent standard of Canada, or standards of EU member states (including EN 149 for respiratory PPE, and EN 166 for face/eye protection), and those of Japan. Please reference applicable regulations and standards for relevant details.

RESPIRATORY PROTECTION: Based on test data, exposure limits should not be exceeded under normal use conditions when using Alconox Detergent. Maintain airborne contaminant concentrations below guidelines listed above, if applicable. If necessary, use only respiratory protection authorized in the U.S. Federal OSHA Respiratory Protection Standard (29 CFR 1910.134), equivalent U.S. State standards, Canadian CSA Standard Z94.4-93, the European Standard EN149, or EU member states.

EYE PROTECTION: Safety glasses. If necessary, refer to U.S. OSHA 29 CFR 1910.133 or appropriate Canadian Standards.

HAND PROTECTION: Use chemical resistant gloves to prevent skin contact. If necessary, refer to U.S. OSHA 29 CFR 1910.138 or appropriate Standards of Canada.

BODY PROTECTION: Use body protection appropriate to prevent contact (e.g. lab coat, overalls). If necessary, refer to appropriate Standards of Canada, or appropriate Standards of the EU, Australian Standards, or relevant Japanese Standards.

SECTION 9 - PHYSICAL and CHEMICAL PROPERTIES

PHYSICAL STATE:	Solid
APPEARANCE & ODOR:	White granular powder with little or no odor.
ODOR THRESHOLD (PPM):	Not Available
VAPOR PRESSURE (mmHg):	Not Applicable
VAPOR DENSITY (AIR=1):	Not Applicable.
BY WEIGHT:	Not Available
EVAPORATION RATE (nBuAc = 1):	Not Applicable.
BOILING POINT (C°):	Not Applicable.
FREEZING POINT (C°):	Not Applicable.
pH:	9.5 (1% aqueous solution)
SPECIFIC GRAVITY 20°C: (WATER =1)	0.85 – 1.1
SOLUBILITY IN WATER (%)	>10% w/w
COEFFICIENT OF WATER/OIL DIST.:	Not Available
VOC:	None
CHEMICAL FAMILY:	Detergent

MATERIAL SAFETY DATA SHEET

ALCONOX®

SECTION 10 - STABILITY and REACTIVITY

STABILITY: Product is stable

DECOMPOSITION PRODUCTS: When heated to decomposition this product produces Oxides of carbon (COx)

MATERIALS WITH WHICH SUBSTANCE IS INCOMPATIBLE: Strong acids and strong oxidizing agents.

HAZARDOUS POLYMERIZATION: Will not occur.

CONDITIONS TO AVOID: Contact with incompatible materials and dust generation.

SECTION 11 - TOXICOLOGICAL INFORMATION

TOXICITY DATA: Toxicity data is available for mixture:

CAS# 497-19-8 LD50 Oral (Rat)	4090 mg/kg
CAS# 497-19-8 LD50 Oral (Mouse)	6600 mg/kg
CAS# 497-19-8 LC50 Inhalation (Rat)	2300 mg/m ³ 2H
CAS# 497-19-8 LC50 Inhalation (Mouse)	1200 mg/m ³ 2H
CAS# 7758-29-4 LD50 Oral (Rat)	3120 mg/kg
CAS# 7758-29-4 LD50 Oral (Mouse)	3100 mg/kg
CAS# 7722-88-5 LD50 Oral (Rat)	4000 mg/kg

SUSPECTED CANCER AGENT: None of the ingredients are found on the following lists: FEDERAL OSHA Z LIST, NTP, CAL/OSHA, IARC and therefore is not considered to be, nor suspected to be a cancer-causing agent by these agencies.

IRRITANCY OF PRODUCT: Contact with this product can be irritating to exposed skin, eyes and respiratory system.

SENSITIZATION OF PRODUCT: This product is not considered a sensitizer.

REPRODUCTIVE TOXICITY INFORMATION: No information concerning the effects of this product and its components on the human reproductive system.

SECTION 12 - ECOLOGICAL INFORMATION

ALL WORK PRACTICES MUST BE AIMED AT ELIMINATING ENVIRONMENTAL CONTAMINATION.

ENVIRONMENTAL STABILITY: No Data available at this time.

EFFECT OF MATERIAL ON PLANTS or ANIMALS: No evidence is currently available on this product's effects on plants or animals.

EFFECT OF CHEMICAL ON AQUATIC LIFE: No evidence is currently available on this product's effects on aquatic life.

SECTION 13 - DISPOSAL CONSIDERATIONS

PREPARING WASTES FOR DISPOSAL: Waste disposal must be in accordance with appropriate Federal, State, and local regulations, those of Canada, Australia, EU Member States and Japan.

SECTION 14 - TRANSPORTATION INFORMATION

US DOT; IATA; IMO; ADR:

THIS PRODUCT IS NOT HAZARDOUS AS DEFINED BY 49 CFR 172.101 BY THE U.S. DEPARTMENT OF TRANSPORTATION.

PROPER SHIPPING NAME: Non-Regulated Material

HAZARD CLASS NUMBER and DESCRIPTION: Not Applicable

UN IDENTIFICATION NUMBER: Not Applicable

PACKING GROUP: Not Applicable.

DOT LABEL(S) REQUIRED: Not Applicable

NORTH AMERICAN EMERGENCY RESPONSE GUIDEBOOK NUMBER (2004): Not Applicable

MARINE POLLUTANT: None of the ingredients are classified by the DOT as a Marine Pollutant (as defined by 49 CFR 172.101, Appendix B)

U.S. DEPARTMENT OF TRANSPORTATION (DOT) SHIPPING REGULATIONS:

This product is not classified as dangerous goods, per U.S. DOT regulations, under 49 CFR 172.101.

TRANSPORT CANADA, TRANSPORTATION OF DANGEROUS GOODS REGULATIONS:

This product is not classified as Dangerous Goods, per regulations of Transport Canada.

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA):

This product is not classified as Dangerous Goods, by rules of IATA:

INTERNATIONAL MARITIME ORGANIZATION (IMO) DESIGNATION:

This product is not classified as Dangerous Goods by the International Maritime Organization.

EUROPEAN AGREEMENT CONCERNING THE INTERNATIONAL CARRIAGE OF DANGEROUS GOODS BY ROAD (ADR):

MATERIAL SAFETY DATA SHEET

ALCONOX®

This product is not classified by the United Nations Economic Commission for Europe to be dangerous goods.

SECTION 15 - REGULATORY INFORMATION

UNITED STATES REGULATIONS

SARA REPORTING REQUIREMENTS: This product is not subject to the reporting requirements of Sections 302, 304 and 313 of Title III of the Superfund Amendments and Reauthorization Act., as follows: None

TSCA: All components in this product are listed on the US Toxic Substances Control Act (TSCA) inventory of chemicals.

SARA 311/312:

Acute Health: Yes Chronic Health: No Fire: No Reactivity: No

U.S. SARA THRESHOLD PLANNING QUANTITY: There are no specific Threshold Planning Quantities for this product. The default Federal MSDS submission and inventory requirement filing threshold of 10,000 lb (4,540 kg) may apply, per 40 CFR 370.20.

U.S. CERCLA REPORTABLE QUANTITY (RQ): None

CALIFORNIA SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT (PROPOSITION 65): None of the ingredients are on the California Proposition 65 lists.

CANADIAN REGULATIONS:

CANADIAN DSL/NDL INVENTORY STATUS: All of the components of this product are on the DSL Inventory

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA) PRIORITIES SUBSTANCES LISTS: No component of this product is on the CEPA First Priorities Substance Lists.

CANADIAN WHMIS CLASSIFICATION and SYMBOLS: This product is categorized as a Controlled Product, Hazard Class D2B as per the Controlled Product Regulations

EUROPEAN ECONOMIC COMMUNITY INFORMATION:

EU LABELING AND CLASSIFICATION:

Classification of the mixture according to Regulation (EC) No1272/2008. See section 2 for details.

AUSTRALIAN INFORMATION FOR PRODUCT:

AUSTRALIAN INVENTORY OF CHEMICAL SUBSTANCES (AICS) STATUS: All components of this product are listed on the AICS.

STANDARD FOR THE UNIFORM SCHEDULING OF DRUGS AND POISONS: Not applicable.

JAPANESE INFORMATION FOR PRODUCT:

JAPANESE MINISTER OF INTERNATIONAL TRADE AND INDUSTRY (MITI) STATUS: The components of this product are not listed as Class I Specified Chemical Substances, Class II Specified Chemical Substances, or Designated Chemical Substances by the Japanese MITI.

INTERNATIONAL CHEMICAL INVENTORIES:

Listing of the components on individual country Chemical Inventories is as follows:

Asia-Pac:	Listed
Australian Inventory of Chemical Substances (AICS):	Listed
Korean Existing Chemicals List (ECL):	Listed
Japanese Existing National Inventory of Chemical Substances (ENCS):	Listed
Philippines Inventory of Chemicals and Chemical Substances (PICCS):	Listed
Swiss Giftlist List of Toxic Substances:	Listed
U.S. TSCA:	Listed

SECTION 16 - OTHER INFORMATION

PREPARED BY: Paul Eigbrett Global Safety Management, 10006 Cross Creek Blvd. Suite 440, Tampa, FL 33647

MATERIAL SAFETY DATA SHEET

ALCONOX®

Disclaimer: To the best of Alconox, Inc. knowledge, the information contained herein is reliable and accurate as of this date; however, accuracy, suitability or completeness is not guaranteed and no warranties of any type either express or implied are provided. The information contained herein relates only to this specific product.

ANNEX:

IDENTIFIED USES OF ALCONOX® AND DIRECTIONS FOR USE

Used to clean: Healthcare instruments, laboratory ware, vacuum equipment, tissue culture ware, personal protective equipment, sampling apparatus, catheters, tubing, pipes, radioactive contaminated articles, optical parts, electronic components, pharmaceutical apparatus, cosmetics manufacturing equipment, metal castings, forgings and stampings, industrial parts, tanks and reactors. Authorized by USDA for use in federally inspected meat and poultry plants. Passes inhibitory residue test for water analysis. FDA certified.

Used to remove: Soil, grit, grime, buffing compound, slime, grease, oils, blood, tissue, salts, deposits, particulates, solvents, chemicals, radioisotopes, radioactive contaminations, silicon oils, mold release agents.

Surfaces cleaned: Corrosion inhibited formulation recommended for glass, metal, stainless steel, porcelain, ceramic, plastic, rubber and fiberglass. Can be used on soft metals such as copper, aluminum, zinc and magnesium if rinsed promptly. Corrosion testing may be advisable.

Cleaning method: Soak, brush, sponge, cloth, ultrasonic, flow through clean-in-place. Will foam—not for spray or machine use.

Directions: Make a fresh 1% solution (2 1/2 Tbsp. per gal., 1 1/4 oz. per gal. or 10 grams per liter) in cold, warm, or hot water. If available use warm water. Use cold water for blood stains. For difficult soils, raise water temperature and use more detergent. Clean by soak, circulate, wipe, or ultrasonic method. Not for spray machines, will foam. For nonabrasive scouring, make paste. Use 2% solution to soak frozen stopcocks. To remove silver tarnish, soak in 1% solution in aluminum container. RINSE THOROUGHLY—preferably with running water. For critical cleaning, do final or all rinsing in distilled, deionized, or purified water. For food contact surfaces, rinse with potable water. Used on a wide range of glass, ceramic, plastic, and metal surfaces. Corrosion testing may be advisable.

HEALTH AND SAFETY PLAN
180 EAST 156TH STREET
BRONX, NEW YORK
AUGUST 2019

APPENDIX E
INCIDENT REPORT FORM



Project Safety Briefing Form



Project Number: _____ **Project Name:** _____

Date: _____ **Time:** _____ **Project Manager:** _____

Briefing Conducted by: _____ **Signature:** _____

This sign-in log documents the project specific-briefing conducted in accordance with the HASP and GEI H&S policy. GEI personnel who perform work on site are required to attend the Project briefing and to acknowledge it's receipt. Applicable health and safety SOPs are also required to be reviewed in this briefing and attached as an appendix to the HASP. Prior to the start of the project **or upon the start of a new on-site project team member**, this form must be completed. Please email this completed form to Health&SafetyCommittee@geiconsultants.com.

TOPICS COVERED (check all those covered):

<input type="checkbox"/>	General PPE Usage	<input type="checkbox"/>	Excavation Safety	<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Hearing Conservation	<input type="checkbox"/>	Confined Space	<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Respiratory Protection	<input type="checkbox"/>	Traffic Safety	<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Personal Hygiene	<input type="checkbox"/>	Changes to the HASP	<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Exposure Guidelines	<input type="checkbox"/>	Site Control	<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Decon Procedures	<input type="checkbox"/>	Work Zones	<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Emergency Procedures (include route to hospital)	<input type="checkbox"/>	Lockout/Tagout	<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Confined Space	<input type="checkbox"/>	Review of Hazard Evaluation	<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Slips, Trips, Falls	<input type="checkbox"/>	Other (Specify):	<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Heat Stress	<input type="checkbox"/>	Other (Specify):	<input type="checkbox"/>	SOP:
<input type="checkbox"/>	Cold Stress	<input type="checkbox"/>	Other (Specify):	<input type="checkbox"/>	SOP:

Personnel Sign-in List

Printed Name	Signature



Accident/Incident Report Form

Please complete this form and send it to your Branch Manager, HR and CHSO **within 24 hours** of the incident.

SECTION A ACCIDENT/INCIDENT DETAILS

EMPLOYEE INFORMATION:		OTHER INJURED (IF APPLICABLE):	
Name: _____		Name: _____	
Home Address: _____ Street Address City State Zip Code		Home Address: _____ Street Address City State Zip Code	
Contact Information: () () Primary Secondary		Contact Information: () () Primary Secondary	
Date of Birth: _____		Date of Birth: _____	
Date of Hire: _____		Date of Hire: _____	
Branch: _____		Branch: _____	
Supervisor: _____		Supervisor: _____	

Date and Time Accident/Incident	Date and Time Reported	LOCATION OF INCIDENT/ACCIDENT
____ / ____ / ____ Month Day Year ____ A.M. ____ P.M.	____ / ____ / ____ Month Day Year ____ A.M. ____ P.M.	Project Name: _____ Client and Location: _____ or _____ Office Location: _____

INCIDENT TYPE: (Check All That Applies)	WITNESS INFORMATION
<input type="checkbox"/> Personal Injury/Illness <input type="checkbox"/> Vehicle Accident <input type="checkbox"/> Property Damage <input type="checkbox"/> Environmental Spill <input type="checkbox"/> Other	Name: _____ Contact Number: _____ Company: _____

WHAT HAPPENED TO THE INJURED PARTY: First Aid Administered Refused Treatment/Transport Transported to Hospital
 Returned to Work Went Home Went to Physician Unknown

Clinic/Hospital or Treating Physician: _____ Phone: _____
 Name Street Address City State Zip Code

SECTION B PERSONAL INJURY

Cause of Injury: _____

Part of Body Injured: _____ Multiple Injuries: Y N

Was PPE worn when injured? : Y N What PPE was worn? _____

WAS INJURY A RESULT OF THE USE A MOTOR VEHICLE: YES NO (If yes, complete Section C)



Accident/Incident Report Form

Please complete this form and send it to your Branch Manager, HR and CHSO **within 24 hours** of the incident.

SECTION C AUTO ACCIDENT ONLY

DRIVER/VEHICLE INFORMATION

<p>Name of Insured: _____</p> <p>Department: _____</p> <p>Driver's License Number: _____</p> <p>DOB: ____/____/____ State: _____</p> <p>Description of Vehicle: License Plate Number: _____</p> <p>Make: _____ Model: _____ Year: _____ Color: _____</p> <p>Owner: _____</p>	<p>Name of Other Driver: _____</p> <p>Driver's License Number: _____</p> <p>State: _____</p> <p>Description of Vehicle: License Plate Number: _____</p> <p>Make: _____ Model: _____ Year: _____ Color: _____</p> <p>Insurance Carrier: _____</p> <p>Policy Number: _____ Ph. Number: _____</p>
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SECTION D PROPERTY DAMAGE OR CHEMICAL RELEASE ONLY

Type of Damage(s): _____

Cause of Damage(s): _____

Type of Chemical Released (if known): _____

Quantity of Chemical Released: _____

Spill Measures Employed: _____

SECTION E NATURE OF ACCIDENT/INCIDENT AND EXTENT OF INJURIES/DAMAGES
(Please give a detailed description of what happened. Attach a sketch or picture if applicable)

I hereby certify that the above information is true and correct to my understanding of this accident/incident.

Employee/Preparer's Name **Date and Time**

NEAR MISS REPORT

A near miss is a potential hazard or incident that has not resulted in any personal injury. Unsafe working conditions, unsafe employee work habits, improper use of equipment, or use of malfunctioning equipment have the potential to cause work related injuries. It is everyone's responsibility to report and/or correct these potential accidents/incidents immediately. Please complete this form as a means to report these near-miss situations. Send a copy of the completed form to the Project Manager, Regional Health and Safety Officer and the Corporate Health and Safety Officer.

Location: _____

Site Name: _____

Date: _____

Time: _____ a.m. p.m.

Weather conditions, site operations taking place during near miss. _____

Please check all appropriate conditions:

Unsafe Act

Unsafe equipment

Unsafe Condition

Unsafe use of equipment

Description of incident or potential hazard: _____

Employees or sub-contractors involved if applicable. _____

Employee Signature _____ Date _____

Print Name _____

NEAR MISS INVESTIGATION

Description of the near-miss condition: _____

Causes (primary & contributing) _____

Corrective action taken (Remove the hazard, replace, repair, or retrain in the proper procedures for the task) _____

Actions not yet taken _____

Signed: _____ Date Completed: _____

Print Name

Not completed for the following reason: _____ Date: _____