



Department of
Environmental
Conservation

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

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

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

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

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

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

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

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

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

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

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

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

☐ Other (explain in detail below)

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

DEC Staff requested that the existing BCA be amended to add as owners the following Lessee's of the site: (1) Betances VI Partners LLC; and (2) Betances VI Housing Development Fund Company, Inc. (See attached Memorandum of Lease).

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

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

Section I. Current Agreement Information			
BCP SITE NAME: Betances VI		BCP SITE NUMBER: C203122	
NAME OF CURRENT APPLICANT(S): Betances VI Partners LLC			
INDEX NUMBER OF AGREEMENT: C203122-07-19		DATE OF ORIGINAL AGREEMENT: 07/29/2019	
Section II. New Requestor Information (complete only if adding new requestor or name has changed)			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
1. Is the requestor authorized to conduct business in New York State (NYS)? <input type="checkbox"/> Yes <input type="checkbox"/> No • If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation & Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.			
NAME OF NEW REQUESTOR'S REPRESENTATIVE			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable)			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE	FAX	E-MAIL	
2. Requestor must submit proof that the party signing this Application and Amendment has the authority to bind the Requestor. This would be documentation from corporate organizational papers, which are updated, showing the authority to bind the corporation, or a Corporate Resolution showing the same, or an Operating Agreement or Resolution for an LLC. Is this proof attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Describe Requestor's Relationship to Existing Applicant: 			

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

OWNER'S NAME (if different from requestor) New York City Housing Authority

ADDRESS 250 Broadway, Floor 4

CITY/TOWN New York, NY

ZIP CODE 10007-2544

PHONE 212-306-3035

FAX

E-MAIL digser.abreau@nycha.nyc.gov

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

☐ PARTICIPANT

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

☒ VOLUNTEER

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

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

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

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

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☒ Other Lessee

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

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

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

1. Property information on current agreement:

ADDRESS 472-474 Willis Avenue

CITY/TOWN Bronx, NY

ZIP CODE 10005

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 0.230

Parcel Address	Section No.	Block No.	Lot No.	Acreage
472-474 Willis Avenue, Bronx, NY	2	2291	101	0.230

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

Acreage
Added by
Parcel

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

Total acreage to be added: _____

☐ Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

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

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

Total acreage to be removed: _____

2c. NEW SBL INFORMATION:

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

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

3. TOTAL REVISED SITE ACREAGE: 0.230

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

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

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT

Existing Agreement Information	
BCP SITE NAME: Betances VI	BCP SITE NUMBER: C203122
NAME OF CURRENT APPLICANT(S): Betances VI Partners LLC	
INDEX NUMBER OF AGREEMENT: C203122-07-19	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 07/29/2019	

Declaration of Amendment:

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

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

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

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Person (title) of Betances VI Partners LLC (Entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Betances VI Partners LLC signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 12/21/2022 Signature: Michael McCarthy

Print Name: Michael McCarthy

REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT

Please see the following page for submittal instructions.

NOTE: Applications submitted in fillable format will be rejected.

Status of Agreement:

☐ PARTICIPANT

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

☒ VOLUNTEER

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

Effective Date of the Original Agreement: 07/29/2019

Signature by the Department:

DATED: 12/27/2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi

Susan Edwards, P.E., Acting Director
Division of Environmental Remediation

Andrew Guglielmi

Site Code: C203122

SUBMITTAL REQUIREMENTS:

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

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

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

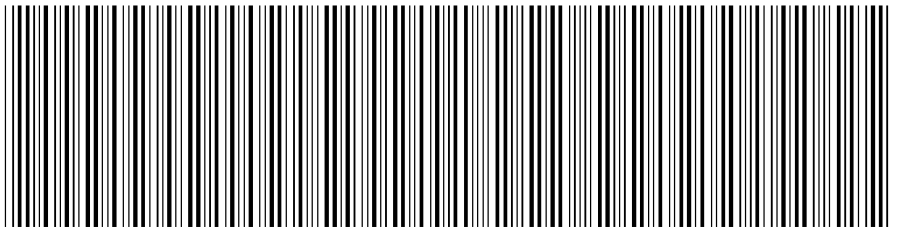
FOR DEPARTMENT USE ONLY

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

PROJECT MANAGER:_____

**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 9

Document ID: 2021092801096003

Document Date: 09-24-2021

Preparation Date: 10-07-2021

Document Type: MEMORANDUM OF LEASE

Document Page Count: 7

PRESENTER:

BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605
914-250-2406
ARUANO@BENCHMARKTA.COM BTA75431

RETURN TO:

BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD
SUITE 102
WHITE PLAINS, NY 10605
914-250-2406
ARUANO@BENCHMARKTA.COM BTA75431

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BRONX	2291	1	Partial Lot	472 WILLIS AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot	Unit	Address
BRONX	2291	101	Partial Lot	N/A WILLIS AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

CROSS REFERENCE DATA

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

PARTIES

LESSOR:

NEW YORK CITY HOUSING AUTHORITY
90 CHURCH STREET, 5TH FLOOR
NEW YORK, NY 10007

LESSEE:

BETANCES VI PARTNERS LLC
5925 BROADWAY
BRONX, NY 10463

☒ 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: \$ EXEMPT

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

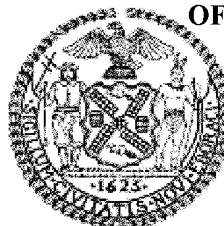
**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE**

CITY OF NEW YORK

Recorded/Filed 10-19-2021 16:22

City Register File No.(CRFN):

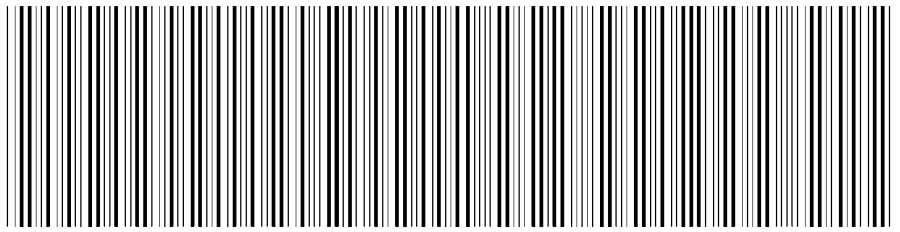
2021000412527



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 9

Document ID: 2021092801096003

Document Date: 09-24-2021

Preparation Date: 10-07-2021

Document Type: MEMORANDUM OF LEASE

PARTIES

LESSEE:

BETANCES VI HOUSING DEVELOPMENT FUND
COMPANY, INC
5925 BROADWAY
BRONX, NY 10463

BTA 75431
Bronx
2291
P/O 1 & P/O 101

RECORD AND RETURN TO:

Reno & Cavanaugh, PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attention: Matthew Greeson, Esq.

MEMORANDUM OF LEASE AGREEMENT

Betances VI

THIS MEMORANDUM OF LEASE AGREEMENT (this “**Memorandum**”) is made this 24th day of September, 2021, by and among **NEW YORK CITY HOUSING AUTHORITY**, a public benefit corporation created and organized pursuant to and in accordance with the laws of the State of New York whose address is 90 Church Street, 5th Floor, New York, New York 10007 (the “**Landlord**”), **BETANCES VI PARTNERS LLC**, a New York limited liability company, having its principal place of business at 5925 Broadway, Bronx, New York 10463 (the “**Company**”), and **BETANCES VI HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation duly organized pursuant to Article XI of the Private Housing Finance Law of the State of New York, having its principal office located at 290 Lenox Avenue, 3rd Floor, New York, New York 10027 (“**HDFC**” and together with the Company, “**Tenant**”).

RECITALS

A. Landlord is the owner of that certain parcel of real property and the improvements located thereon in Borough of Bronx, Bronx County, New York, designated as Block 2291, p/o Lots 1 and 101 (Tentative Lot 101) on the Tax Map of the City of New York, which is more particularly described on Exhibit A attached hereto (the “**Property**”).

B. Landlord and Tenant have entered into that certain Lease Agreement of even date herewith (the “**Lease**”) with respect to the Property.

C. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Lease.

D. Pursuant to the Lease, the parties hereto desire by this Memorandum to confirm the existence of the Lease.

NOW, THEREFORE, IN CONSIDERATION of the entry into the Lease by the parties hereto and for other good and valuable consideration referred to therein, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereto hereby confirm that:

1. The name of the lessor under the Lease is New York City Housing Authority. The name of the lessee under the Lease is Betances VI Housing Development Fund Company, Inc. as

nominee of Betances VI Partners LLC, and Betances VI Partners LLC as beneficial leasehold owner.

2. The lessor's address under the Lease is New York City Housing Authority, 90 Church Street, 5th Floor, New York, New York 10007. The lessee's address under the Lease is 290 Lenox Avenue, 3rd Floor, New York, New York 10027, with a copy to Betances VI Partners LLC, 5925 Broadway, Bronx, New York 10463.

3. The Lease is dated as of September 24, 2021.

4. The leased premises, designated as Block 2291, p/o Lots 1 and 101 (Tentative Lot 101), are described on Exhibit A attached hereto (the "**Premises**").

5. The term of the Lease commenced on September 24, 2021. The term of the Lease (the "**Term**") shall be ninety-nine (99) years and shall terminate on September 24, 2120, unless sooner terminated pursuant to the terms of the Lease.

6. (a) Tenant shall abide by the requirements of that certain Declaration of Restrictive Covenants made by Landlord for the benefit of the United States Department of Housing and Urban Development ("**HUD Declaration of Restrictive Covenants**") dated as of the date hereof which requires that all the Residential Units shall be reserved and leased to households with incomes at or below 80% of AMI for a period not less than thirty (30) years from the date the Residential Units (as defined in the Lease) are first occupied after construction of the Project (as defined in the Lease). The HUD Declaration of Restrictive Covenants shall run with the land, be binding on Tenant's successors and/or assigns and survive any foreclosure of the Lease.

(b) Tenant shall abide by the following requirements during the Term (the "**Lease Requirements**"):

(i) All of the Residential Units in the Premises shall be used solely as affordable housing for households of which not less than 100% have an income, upon initial occupancy and upon every re-rental after a vacancy, at or below 80% AMI, subject to the terms of the Lease; and

(ii) Thirty (30) Residential Units in the Premises shall be used solely as rental housing for formerly homeless households.

(c) On or about the date hereof, Tenant has entered into that certain Affordable Housing Regulatory Agreement with respect to the Premises, with The City of New York, acting by and through its Department of Housing Preservation and Development (the "**Regulatory Agreement**"), which requires that:

(i) One hundred (100) of the Residential Units shall be rented to households whose annual household income does not exceed 80% of the New York City Area Median Income ("AMI"); and

(ii) Thirty (30) of the one hundred (100) Residential Units shall be rented to formerly homeless households whose annual household income does not exceed 60% of AMI.

7. Tenant shall, throughout the Term, continuously use and operate the Premises, and the fixtures and equipment upon the Premises only for the construction, development, operation, and maintenance of the Premises strictly in accordance with all applicable Legal Requirements (including, without limitation, the HUD Restriction, the Lease Requirements, and the Regulatory Agreement) and Insurance Requirements and the terms of the Lease, as more particularly described in the Lease.

8. This Memorandum may be executed in any number of counterparts by electronically scanned or original signature and all of such counterparts shall constitute one and the same instrument.


9. Nothing in this Memorandum is intended in any way to modify or amend the Lease or waive any of the respective rights thereunder of the parties hereto.

[signature page(s) to follow]

IN WITNESS WHEREOF, each party hereby has executed and ensealed this Memorandum or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

LANDLORD:

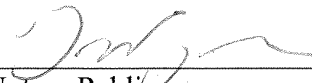
NEW YORK CITY HOUSING AUTHORITY, a New York public benefit corporation

By: 
Name: Jonathan Gouveia
Title: Executive Vice President for Real Estate Development

State of New York }
 }ss:
County of New York }

On this 25 day of August, 2021, before me, the undersigned, personally appeared **JONATHAN GOUVEIA** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DAVID J. ARON
Notary Public, State of New York
No. 02AR6044844
Qualified in New York County
Commission Expires January 25, 2023


Notary Public
Commission expires:

[signatures continue on next page]

HDFC:

**BETANCES VI HOUSING DEVELOPMENT FUND
COMPANY, INC.,**

a New York not-for-profit corporation

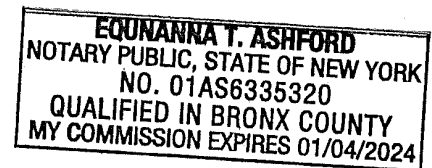
By: *Carole Gordon*
Name: Carole Gordon
Title: Authorized Signatory

STATE OF NEW YORK }
 }
COUNTY OF NEW YORK } ss:

On the 14th day of September, 2021, before me, the undersigned, a notary public in and for said state, personally appeared **CAROLE GORDON** 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.

Equananna T. Ashford
Notary Public
Commission expires: 01/04/2024

[signatures continue on next page]

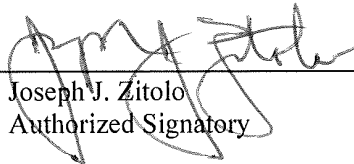


COMPANY:

BETANCES VI PARTNERS LLC,
a New York limited liability company

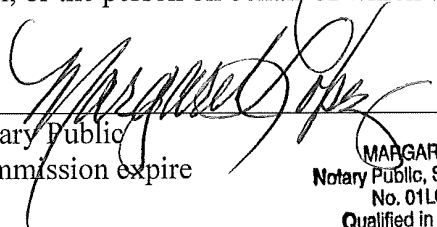
By: Betances VI Managers LLC,
a New York limited liability company,
its Managing Member

By: LW Betances VI LLC,
a New York limited liability company,
its Managing Member

By: 
Name: Joseph J. Zitolo
Title: Authorized Signatory

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

On the 15th day of September, 2021, before me, the undersigned, a notary public in and for said state, personally appeared **JOSEPH J. ZITOLO** 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 expire

MARGARET LOPEZ
Notary Public, State of New York
No. 01LO6107398
Qualified in Bronx County
Commission Expires March 29, 2024

EXHIBIT A

LEGAL DESCRIPTION

Block 2291, p/o Lots 1 and 101 (Tentative Lot 101):

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, more particularly bounded and described as follows:

BEGINNING at a corner formed by the intersection of the northerly side of East 146th Street and the easterly side of Willis Avenue, said point being distant southerly 200.00 feet from a corner formed by the intersection of the southerly side of East 147th Street and the easterly side of Willis Avenue;

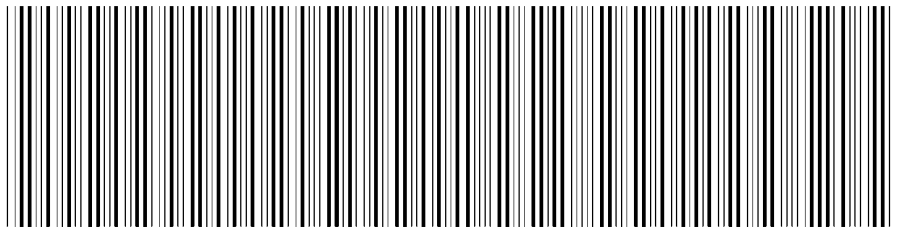
RUNNING THENCE northerly along the easterly side of Willis Avenue a distance of 100.00 feet;

RUNNING THENCE easterly at an interior angle of 89 degrees 57 minutes 35 seconds with the preceding course, a distance of 100.00 feet;

RUNNING THENCE southerly at an interior angle of 90 degrees 02 minutes 25 seconds with the preceding course a distance of 100.00 feet to a point on the northerly side of East 146th Street;

RUNNING THENCE westerly along same at an interior angle of 89 degrees 57 minutes 35 seconds with the preceding course a distance of 100.00 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

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RECORDING FEE EXEMPTION DOCUMENTATION

3

**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

472 WILLIS AVENUE

Street Address Unit/Apt.

BRONX

Borough

New York,

2291

Block

1

Lot

(the "Premises");

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).

Name of Grantor (Type or Print)

Name of Grantee (Type or Print)

Signature of Grantor

Signature of Grantee

Sworn to before me

this _____ day of _____ 20____

Sworn to before me

this _____ day of _____ 20____

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.

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES

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**Applicable properties compliant with the
Smoke Detector requirement**

Street Address	Unit/Apt	Borough	Block	Lot
N/A WILLIS AVENUE		BRONX	2291	101



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: BRONX BLOCK: 2291 LOT: 1
- (2) Property Address: 472 WILLIS AVENUE, BRONX, NY 10455
- (3) Owner's Name: BETANCES VI PARTNERS LLC
- Additional Name: BETANCES VI HOUSING DEVELOPMENT FUND COMPANY, INC

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address**. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature: _____ Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable:

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Borough	Block	Lot	Street	City	State	Zip
BRONX	2291	101	N/A WILLIS AVENUE	NY	NY	00000

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