



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:

As described on the Notice of Transfer of Title submitted to the Department on February 15, 2022, title to the site (Block 417, Lot 21) was transferred to DoBoDe Holdings LLC, a current Applicant, by deed dated February 9, 2022. A copy of the recorded deed is attached to this Application to Amend and Amendment.

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: 210 Douglass Street		BCP SITE NUMBER: C224316
NAME OF CURRENT APPLICANT(S): DoBoDe Holdings LLC and GowDev Holdings LLC		
INDEX NUMBER OF AGREEMENT: C224316-04-21		DATE OF ORIGINAL AGREEMENT: 04/29/21
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 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)

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

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

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

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

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

☐ PARTICIPANT

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

☐ VOLUNTEER

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

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

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

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

☐ Prior Owner ☐ Current Owner ☐ Potential /Future Purchaser ☐ Other _____

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

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

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

1. Property information on current agreement:

ADDRESS

CITY/TOWN

ZIP CODE

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: _____

Parcel Address

Section No. Block No. Lot No. Acreage

2. Check appropriate boxes below:

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

2a. PARCELS ADDED:

Acreage
Added by
Parcel

Parcel Address

Section No. Block No. Lot No.

Total acreage to be added: _____

☐ Reduction of property

2b. PARCELS REMOVED:

Acreage
Removed
by Parcel

Parcel Address

Section No. Block No. Lot No.

☐ 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: _____

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 type="checkbox"/> Yes <input checked="" 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: 210 Douglass Street	BCP SITE NUMBER: C224316
NAME OF CURRENT APPLICANT(S): DoBoDe Holdings LLC and GowDev Holdings LLC	
INDEX NUMBER OF AGREEMENT: C224316-04-21	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 04/29/21	

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)
<p>(Individual)</p> <p>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.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>
<p>(Entity)</p> <p>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.</p> <p>_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.</p> <p>Date: _____ Signature: _____</p> <p>Print Name: _____</p>

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 Manager (title) of DoBoDe Holdings 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. My _____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 4/6/2022 Signature: 

Print Name: John Usdan

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: 04/29/21

Signature by the Department:

DATED: April 29, 2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards

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

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

(Individual)

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

Date: _____ Signature: _____

Print Name: _____

(Entity)

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

Date: 4/6/2022 Signature: 

Print Name: John Usdan

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: 04/29/21

Signature by the Department:

DATED: April 29, 2022

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Susan Edwards

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

Site Code: C224316

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:** Albany

PROJECT MANAGER: Aaron Fischer

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION



**60-Day Advance Notification of Site Change of Use, Transfer of
Certificate of Completion, and/or Ownership**

Required by 6NYCRR Part 375-1.11(d) and 375-1.9(f)

To be submitted at least 60 days prior to change of use to:

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

I. **Site Name:** 210 Douglass Street **DEC Site ID No.** C224316

II. **Contact Information of Person Submitting Notification:**

Name: Christine Leas - Sive Paget & Riesel, P.C.
Address1: 560 Lexington Ave., 15th floor
Address2: New Yor, NY 10022
Phone: (646) 378-7267 E-mail: cleas@sprlaw.com

III. **Type of Change and Date:** Indicate the Type of Change(s) (check all that apply):

- ☒ Change in Ownership or Change in Remedial Party(ies)
☐ Transfer of Certificate of Completion (CoC)
☐ Other (e.g., any physical alteration or other change of use)

Proposed Date of Change (mm/dd/yyyy): 02/09/2022

IV. **Description:** Describe proposed change(s) indicated above and attach maps, drawings, and/or parcel information.

Former tenants in common Eponymous Gowanus LLC, Esbond Realty LLC and 3911 Lemmon Avenue Associates, LLC have transferred title to DoBoDe Holdings LLC, one of the current BCA Applicants. Prior to the transfer of title, the sole member of DoBoDe Holdings LLC was John Usdan, who is also a member and/or manager of each of the TIC title transferor parties. Each of the former TIC title holders is now a member of DoBoDe Holdings LLC.

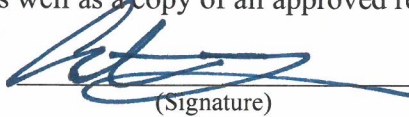
If "Other," the description must explain and advise the Department how such change may or may not affect the site's proposed, ongoing, or completed remedial program (attach additional sheets if needed).

Description continued: A copy of the deed for this title transfer is attached to this Notice, but is not yet recorded. An Application to Amend the BCA will be submitted to DEC when deed recording is completed in ACRIS.

- V. **Certification Statement:** Where the change of use results in a change in ownership or in responsibility for the proposed, ongoing, or completed remedial program for the site, the following certification must be completed (by owner or designated representative; see §375-1.11(d)(3)(i)):

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

Name:


(Signature)

02/15/2022

(Date)

Christine Leas

(Print Name)

Address1: 560 Lexington Ave., 15th floor

Address2: New York, NY 10022

Phone: (646) 378-7267

E-mail: cleas@sprlaw.com

- VI. **Contact Information for New Owner, Remedial Party, or CoC Holder:** If the site will be sold or there will be a new remedial party, identify the prospective owner(s) or party(ies) along with contact information. If the site is subject to an Environmental Easement, Deed Restriction, or Site Management Plan requiring periodic certification of institutional controls/engineering controls (IC/ECs), indicate who will be the certifying party (attach additional sheets if needed).

☒ Prospective Owner ☐ Prospective Remedial Party ☐ Prospective Owner Representative

Name: DoBoDe Holdings LLC - current Applicant

Address1: 430 Park Avenue, Suite 201

Address2: New York, NY 10022

Phone: (646) 292-4932

E-mail: lsanders@midwood.com

Certifying Party Name:

Address1:

Address2:

Phone:

E-mail:

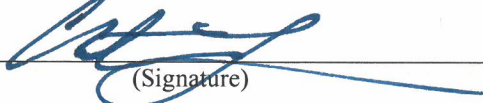
VII. Agreement to Notify DEC after Transfer: If Section VI applies, and all or part of the site will be sold, a letter to notify the DEC of the completion of the transfer must be provided. If the current owner is also the holder of the CoC for the site, the CoC should be transferred to the new owner using DEC's form found at <http://www.dec.ny.gov/chemical/54736.html>. This form has its own filing requirements (see 6NYCRR Part 375-1.9(f)).

Signing below indicates that these notices will be provided to the DEC within the specified time frames. If the sale of the site also includes the transfer of a CoC, the DEC agrees to accept the notice given in VII.3 below in satisfaction of the notice required by VII.1 below (which normally must be submitted within 15 days of the sale of the site).

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

1. the name and contact information for the new owner(s) (see §375-1.11(d)(3)(ii));
2. the name and contact information for any owner representative; and
3. a notice of transfer using the DEC's form found at <http://www.dec.ny.gov/chemical/54736.html> (see §375-1.9(f)).

Name:


(Signature)

02/15/2022

(Date)

Christine Leas

(Print Name)

Address1: 560 Lexington Ave., 15th floor

Address2: New York, NY 10022

Phone: (646) 378-7267

E-mail: cleas@sprlaw.com

DEED

SV THIS INDENTURE, made as of the 9 day of ~~January~~^{Feb.}, 2022, by EPONYMOUS GOWANUS LLC, as to an undivided 33.34% interest; ESBOND REALTY, LLC, as to an undivided 33.33% interest; and 3911 LEMMON AVENUE ASSOCIATES, LLC (successor by Certificate of Conversion of 3911 Lemmon Avenue Associates, filed with the Office of the Secretary of State of Texas on November 25, 2020), as to an undivided 33.33% interest, each of the foregoing having an address at c/o Midwood Management Corp., 430 Park Avenue, Suite 201, New York, NY 10022 (hereinafter referred to collectively as "Grantor"), to DOBODE HOLDINGS LLC, having an address at c/o Midwood Management Corp., 430 Park Avenue, Suite 201, New York, NY 10022 (hereinafter referred to as "Grantee").

WITNESSETH, that Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

ALL interest in that certain plot, piece or parcel of land with the building and improvements thereon erected, situate, lying and being, more particularly described on Schedule A attached hereto and made a part hereof (the "Premises");

BEING AND INTENDED to be the same premises conveyed to Grantor by deed dated January 18, 2014 and recorded in the Office of the City Register of the City of New York on February 4, 2014 in CRFN 2014000045050.

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

TOGETHER WITH the appurtenances and all the estate and rights of Grantor in and to the Premises.

TO HAVE AND TO HOLD the Premises herein granted unto Grantee, the heirs or 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 improvements at the Premises and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

[Remainder of page intentionally left blank; signature page follows.]

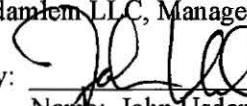
IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

EPONYMOUS GOWANUS LLC

By: 
Name: John Usdan
Title: Manager

3911 LEMMON AVENUE ASSOCIATES, LLC

By: Adam Lem LLC, Manager

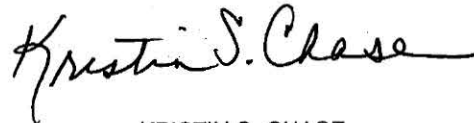
By: 
Name: John Usdan
Title: Manager

ESBOND REALTY, LLC

By: 
Name: John Usdan
Title: Manager

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

On the 25th day of January in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN USDAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument



KRISTIN S. CHASE
Notary Public, State of New York
No. 01CH6245832
Qualified in New York County 23
Commission Expires August 8, 2018

Kristin S. Chase
Notary Public

KRISTIN S. CHASE
Notary Public, State of New York
No. 01CH6245832
Qualified in New York County
Commission Expires August 8, 2018 ²³

Deed

EPONYMOUS GOWANUS LLC, as to an undivided 33.34% interest; **ESBOND REALTY, LLC**, as to an undivided 33.33% interest; and **3911 LEMMON AVENUE ASSOCIATES, LLC**, as to an undivided 33.33% interest

TO
DOBODE HOLDINGS LLC

SECTION:

BLOCK: 417

LOT: 21

COUNTY: Brooklyn

ADDRESS: 210 Douglass Street
Brooklyn, NY

RETURN BY MAIL TO:

Michael Gurary
Midwood Management Corp.
430 Park Avenue, Second Floor
New York, New York 10022

Schedule A

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

Parcel I:

BEGINNING at a point on the southerly side of Douglas Street, distant 48 feet 6 inches westerly from the westerly side of Gowanus Canal; running

THENCE southerly making an interior angle of 90 degrees 09 minutes 00 seconds with Douglas Street, 100 feet 0 inches;

THENCE easterly parallel with Douglas Street, 48 feet 6 inches more to the westerly side of Gowanus Canal;

THENCE northerly along the westerly side of Gowanus Canal, 100 feet 0 inches to the southerly side of Douglas Street;

THENCE westerly along the southerly side of Douglas Street, 48 feet 6 inches to the point or place of BEGINNING.

Parcel II:

BEGINNING at a point on the northerly side of Degraw Street, distant 100 feet easterly from the corner formed by the intersection of the northerly side of Degraw Street with easterly side of Bond Street; running THENCE northerly parallel with Bond Street, 100 feet; THENCE easterly parallel with Degraw Street, 200 feet to the Gowanus Canal; THENCE southerly along the Gowanus Canal, 100 feet to Degraw Street, THENCE westerly along Degraw Street, 200 feet to the point or place or BEGINNING.

Parcels I and II, when taken together, are described as follows:

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

BEGINNING at a point along the northerly side of Degraw Street a distance of 100.00 feet easterly from the corner formed by the intersection of the northerly side of Degraw Street with the easterly side of Bond Street;

RUNNING THENCE northerly and parallel with Bond Street, a distance of 100.00 feet to a point;

THENCE easterly and parallel with Degraw Street, a distance of 151.24 feet to a point;

THENCE northerly forming an interior angle on its westerly side of 90 degrees 09 minutes and 00 seconds with the last course, a distance of 100.00 feet to the southerly side of Douglass Street;

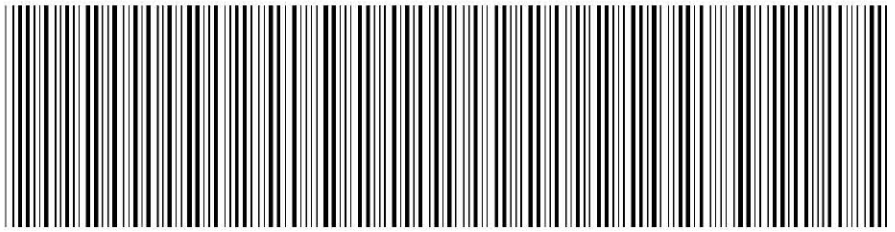
THENCE easterly along said southerly side of Douglass Street a distance of 48.50 feet to a point along the westerly side of Gowanus Canal;

THENCE southerly along said westerly side of Gowanus Canal forming an interior angle of 90 degrees 00 minutes 00 seconds with the preceding course a distance of 200.00 feet to the northerly side of Degraw Street, where the northerly side of Degraw Street intersects with the westerly side of Gowanus Canal;

THENCE westerly along said northerly side of Degraw Street, a distance of 200.00 feet 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.



2022021500491002001E7766

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 7

Document ID: 2022021500491002

Document Date: 02-09-2022

Preparation Date: 02-15-2022

Document Type: DEED

Document Page Count: 5

PRESENTER:

FIDELITY NATIONAL TITLE INS. COMPANY
485 LEXINGTON AVENUE, 18TH FLOOR
NEW YORK, NY 10017
212-481-5858
FNTRECORDINGS@FNF.COM / 58513K

RETURN TO:

MIDWOOD MANAGEMENT CORP.
430 PARK AVENUE
SECOND FLOOR
NEW YORK, NY 10022
Michael Gurary

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	417	21	Entire Lot	210 DOUGLAS STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

GRANTOR/SELLER:

EPONYMOUS GOWANUS LLC
C/O: MIDWOOD MANAGEMENT CORP, 430 PARK
AVENUE, SUITE 201
NEW YORK, NY 10022

GRANTEE/BUYER:

DOBODE HOLDINGS LLC
C/O: MIDWOOD MANAGEMENT CORP, 430 PARK
AVENUE, SUITE 201
NEW YORK, NY 10022

☒ 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: \$ 62.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

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 02-23-2022 07:12

City Register File No.(CRFN):

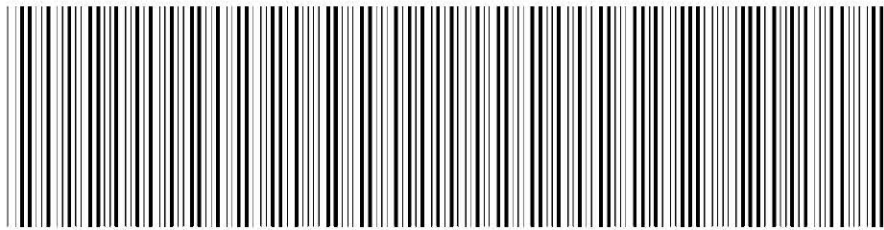
2022000079635



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022021500491002001C75E6

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 7

Document ID: 2022021500491002

Document Date: 02-09-2022

Preparation Date: 02-15-2022

Document Type: DEED

PARTIES

GRANTOR/SELLER:

ESBOND REALTY, LLC
C/O: MIDWOOD MANAGEMENT CORP, 430 PARK
AVENUE, SUITE 201
NEW YORK, NY 10022

GRANTOR/SELLER:

3911 LEMMON AVENUE ASSOCIATES, LLC
C/O: MIDWOOD MANAGEMENT CORP, 430 PARK
AVENUE, SUITE 201
NEW YORK, NY 10022

DEED

THIS INDENTURE, made as of the 9 day of ^{Feb.} ~~January~~, 2022, by **EPONYMOUS GOWANUS LLC**, as to an undivided 33.34% interest; **ESBOND REALTY, LLC**, as to an undivided 33.33% interest; and **3911 LEMMON AVENUE ASSOCIATES, LLC** (successor by Certificate of Conversion of 3911 Lemmon Avenue Associates, filed with the Office of the Secretary of State of Texas on November 25, 2020), as to an undivided 33.33% interest, each of the foregoing having an address at c/o Midwood Management Corp., 430 Park Avenue, Suite 201, New York, NY 10022 (hereinafter referred to collectively as "Grantor"), to **DOBODE HOLDINGS LLC**, having an address at c/o Midwood Management Corp., 430 Park Avenue, Suite 201, New York, NY 10022 (hereinafter referred to as "Grantee").

WITNESSETH, that Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever:

ALL interest in that certain plot, piece or parcel of land with the building and improvements thereon erected, situate, lying and being, more particularly described on Schedule A attached hereto and made a part hereof (the "Premises");

BEING AND INTENDED to be the same premises conveyed to Grantor by deed dated January 18, 2014 and recorded in the Office of the City Register of the City of New York on February 4, 2014 in CRFN 2014000045050.

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

TOGETHER WITH the appurtenances and all the estate and rights of Grantor in and to the Premises.

TO HAVE AND TO HOLD the Premises herein granted unto Grantee, the heirs or 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 improvements at the Premises and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

[Remainder of page intentionally left blank; signature page follows.]

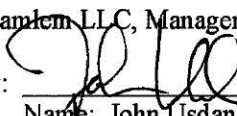
IN WITNESS WHEREOF, Grantor has duly executed this deed the day and year first above written.

EPONYMOUS GOWANUS LLC

By: 
Name: John Usdan
Title: Manager

3911 LEMMON AVENUE ASSOCIATES, LLC

By: Adam Lem LLC, Manager

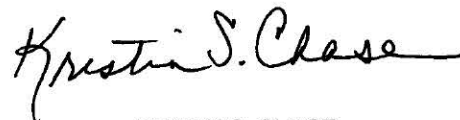
By: 
Name: John Usdan
Title: Manager

ESBOND REALTY, LLC

By: 
Name: John Usdan
Title: Manager

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

On the 25th day of January in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN USDAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument



KRISTIN S. CHASE
Notary Public, State of New York
No. 01CH6245832
Qualified in New York County ²³
Commission Expires August 8, 2018

Kristin S. Chase
Notary Public

KRISTIN S. CHASE
Notary Public, State of New York
No. 01CH6245832
Qualified in New York County
Commission Expires August 8, 2018 ²³

Schedule A

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

Parcel I:

BEGINNING at a point on the southerly side of Douglas Street, distant 48 feet 6 inches westerly from the westerly side of Gowanus Canal; running

THENCE southerly making an interior angle of 90 degrees 09 minutes 00 seconds with Douglas Street, 100 feet 0 inches;

THENCE easterly parallel with Douglas Street, 48 feet 6 inches more to the westerly side of Gowanus Canal;

THENCE northerly along the westerly side of Gowanus Canal, 100 feet 0 inches to the southerly side of Douglas Street;

THENCE westerly along the southerly side of Douglas Street, 48 feet 6 inches to the point or place of BEGINNING.

Parcel II:

BEGINNING at a point on the northerly side of Degraw Street, distant 100 feet easterly from the corner formed by the intersection of the northerly side of Degraw Street with easterly side of Bond Street; running THENCE northerly parallel with Bond Street, 100 feet; THENCE easterly parallel with Degraw Street, 200 feet to the Gowanus Canal; THENCE southerly along the Gowanus Canal, 100 feet to Degraw Street, THENCE westerly along Degraw Street, 200 feet to the point or place of BEGINNING.

Parcels I and II, when taken together, are described as follows:

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

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THENCE easterly and parallel with Degraw Street, a distance of 151.24 feet to a point;

THENCE northerly forming an interior angle on its westerly side of 90 degrees 09 minutes and 00 seconds with the last course, a distance of 100.00 feet to the southerly side of Douglass Street;

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THENCE southerly along said westerly side of Gowanus Canal forming an interior angle of 90 degrees 00 minutes 00 seconds with the preceding course a distance of 200.00 feet to the northerly side of Degraw Street, where the northerly side of Degraw Street intersects with the westerly side of Gowanus Canal;

THENCE westerly along said northerly side of Degraw Street, a distance of 200.00 feet to the point or place of BEGINNING.

Deed

EPONYMOUS GOWANUS LLC, as to an undivided 33.34% interest; **ESBOND REALTY, LLC**, as to an undivided 33.33% interest; and **3911 LEMMON AVENUE ASSOCIATES, LLC**, as to an undivided 33.33% interest

TO
DOBODE HOLDINGS LLC

SECTION:

BLOCK: 417

LOT: 21

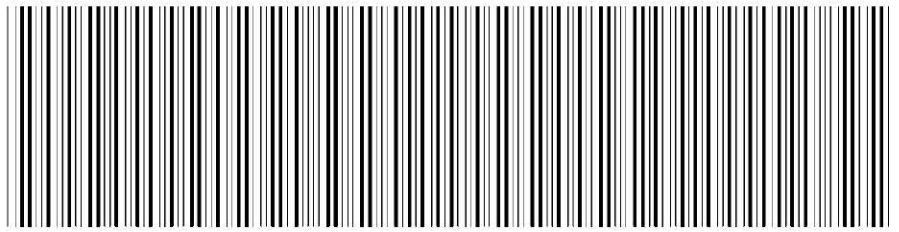
COUNTY: Brooklyn

ADDRESS: 210 Douglass Street
Brooklyn, NY

RETURN BY MAIL TO:

Michael Gurary
Midwood Management Corp.
430 Park Avenue, Second Floor
New York, New York 10022

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2022021500491002001SB9E7

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2022021500491002
Document Type: DEED

Document Date: 02-09-2022

Preparation Date: 02-15-2022

ASSOCIATED TAX FORM ID: 2022012600456

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

3

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 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 210 DOUGLAS STREET BROOKLYN 11217
STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name DOBODE HOLDINGS LLC
LAST NAME / COMPANY FIRST NAME

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

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

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size FRONT FEET X DEPTH OR ACRES

Check the boxes below as they apply:

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

8. Seller Name EPONYMOUS GOWANUS LLC
LAST NAME / COMPANY FIRST NAME
 ESBOND REALTY, 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 2 / 9 / 2022
Month Day Year

11. Date of Sale / Transfer 2 / 9 / 2022
Month Day Year

12. Full Sale Price \$ 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 F, 1 16. Total Assessed Value (of all parcels in transfer) 8 9 6 4 0 0

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

BROOKLYN 417 21

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
C/O: MIDWOOD MANAGEMENT CORP 430 PARK AVENUE, SUITE
201

LAST NAME FIRST NAME

STREET NUMBER STREET NAME (AFTER SALE)

AREA CODE TELEPHONE NUMBER

NEW YORK

SELLER

NY

10022

CITY OR TOWN

STATE

ZIP CODE


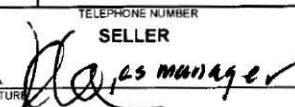
SELLER SIGNATURE

DATE

2022012600456201

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 SIGNATURE		BUYER <i>as manager</i>	DATE 1/27/22	BUYER'S ATTORNEY	
C/O: MIDWOOD MANAGEMENT CORP 430 PARK AVENUE, SUITE 201				LAST NAME	FIRST NAME
STREET NUMBER 201	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER	
CITY OR TOWN NEW YORK	STATE NY	ZIP CODE 10022	SELLER  SELLER SIGNATURE		
			DATE 1/27/22		

2022012600456201

Grantee (Buyer)

LAST NAME / COMPANY

Grantor (Seller)

3911 LEMMON AVENUE ASSOCIATES, LLC

LAST NAME / COMPANY

Grantee (Buyer)

FIRST NAME

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

FIRST NAME

LAST NAME / COMPANY

Grantee (Buyer)

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

FIRST NAME

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Grantee (Buyer)

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Grantor (Seller)

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LAST NAME / COMPANY

Grantee (Buyer)

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

FIRST NAME

LAST NAME / COMPANY

Grantee (Buyer)

FIRST NAME

LAST NAME / COMPANY

Grantor (Seller)

FIRST NAME

LAST NAME / COMPANY

FIRST NAME

CERTIFICATION

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BUYERS

_____ Buyer Signature	_____ Date
_____ Buyer Signature	_____ Date
_____ Buyer Signature	_____ Date
_____ Buyer Signature	_____ Date
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SELLERS

_____ Seller Signature	_____ Date
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_____ Seller Signature	_____ Date

2022012600456201



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: BROOKLYN BLOCK: 417 LOT: 21
- (2) Property Address: 210 DOUGLAS STREET, BROOKLYN, NY 11217
- (3) Owner's Name: DOBODE HOLDINGS LLC

Additional Name:

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:



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:

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Print Name of Owner: _____

Signature: _____

as manager Date (mm/dd/yyyy) *1/27/22*

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