



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:**

Please see Attachment A for the BCA Amendment narrative.

**\*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.\***

<b>Section I. Current Agreement Information</b>		
BCP SITE NAME: 13-12 Beach Channel Drive		BCP SITE NUMBER: C241254
NAME OF CURRENT APPLICANT(S): BCD Owner LLC		
INDEX NUMBER OF AGREEMENT: C241254-06-21		DATE OF ORIGINAL AGREEMENT: 7/14/2021
<b>Section II. New Requestor Information</b> (complete only if adding new requestor or name has changed)		
NAME BCD Shelter Owner LLC		
ADDRESS 116 East 27th Street, 11th Floor		
CITY/TOWN New York, NY		ZIP CODE 10016
PHONE 914-384-2478	FAX	E-MAIL jweisstuch@camberpg.com
<p>1. Is the requestor authorized to conduct business in New York State (NYS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <ul style="list-style-type: none"> <li>If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS Department of State to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's (DOS) Corporation &amp; Business Entity Database. A print-out of entity information from the DOS database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.</li> </ul> <p style="text-align: right;"><b>See Attachment B</b></p>		
NAME OF NEW REQUESTOR'S REPRESENTATIVE Rick Gropper, BCD Shelter Owner LLC		
ADDRESS 116 East 27th Street, 11th Floor		
CITY/TOWN New York, NY		ZIP CODE 10016
PHONE 914-384-2478	FAX	E-MAIL jweisstuch@camberpg.com
NAME OF NEW REQUESTOR'S CONSULTANT (if applicable) Kevin Kleaka, Impact Environmental Closures, Inc.		
ADDRESS 170 Keyland Court		
CITY/TOWN Bohemia, NY		ZIP CODE 11716
PHONE 516-805-8892	FAX	E-MAIL kkleaka@impactenvironmental.com
NAME OF NEW REQUESTOR'S ATTORNEY (if applicable) Michael Bogin, Sive, Paget & Riesel, P.C.		
ADDRESS 560 Lexington Avenue, 15th Floor		
CITY/TOWN New York, NY		ZIP CODE 10022
PHONE 646-378-7210	FAX	E-MAIL mbogin@sprlaw.com
<p>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? <b>See Attachment B</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>3. Describe Requestor's Relationship to Existing Applicant:</p> <p>The new Requestor, "BCD Shelter Owner LLC", is an affiliate of the Existing Applicant, "BCD Owner LLC", and is within the same organizational family.</p>		

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

OWNER'S NAME (if different from requestor) BCD Housing Development Fund Corporation [Fee Owner]

ADDRESS C/O Bowery Residents' Committee, Inc., 131 West 25th Street, 12th Floor

CITY/TOWN New York, NY

ZIP CODE 10001

PHONE 212-803-5700

FAX

E-MAIL

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

See Attachment C for HDFC's recorded deed

**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

**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) BCD Owner LLC [Beneficial Owner]

ADDRESS 116 East 27th Street, 11th Floor

CITY/TOWN New York, NY

ZIP CODE 10016

PHONE 914-384-2478

FAX

E-MAIL jweisstuch@camberpg.com

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

ADDRESS

CITY/TOWN

ZIP CODE

PHONE

FAX

E-MAIL

See Attachment C for executed Nominee Agreement

**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.

See Attachment B

**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 Beneficial Master 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 **See Attachment B**

**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 13-12 Beach Channel Drive

CITY/TOWN Far Rockaway, Queens, NY

ZIP CODE 11691

TAX BLOCK AND LOT (SBL)

TOTAL ACREAGE OF CURRENT SITE: 0.760

Parcel Address	Section No.	Block No.	Lot No.	Acreage
13-12 Beach Channel Drive	Queens	15528	5	Approx. 0.220
13-16 Beach Channel Drive	Queens	15528	6	Approx. 0.255
13-24 Beach Channel Drive	Queens	15528	7	Approx. 0.265

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:

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

Total acreage to be added: \_\_\_\_\_

Reduction of property

2b. PARCELS REMOVED:

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

Total acreage to be removed: \_\_\_\_\_

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

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: 0.740

**See Attachment D for survey**

**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 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 type="checkbox"/> Yes <input type="checkbox"/> No
<b>Please answer questions below and provide documentation necessary to support answers.</b>	
1. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see <a href="#">DEC's website</a> for more information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Is the property upside down as defined below?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>From ECL 27-1405(31):</b></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 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**

<b>Existing Agreement Information</b>	
BCP SITE NAME: 13-12 Beach Channel Drive	BCP SITE NUMBER: C241254
NAME OF CURRENT APPLICANT(S): BCD Owner LLC	
INDEX NUMBER OF AGREEMENT: C241254-06-21	
EFFECTIVE DATE OF ORIGINAL AGREEMENT: 7/14/2021	

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.

<b>Statement of Certification and Signatures: New Requestor(s) (if applicable)</b>
(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 <u>Authorized Signatory</u> ) of (entity <u>BCD Shelter Owner LLC</u> ); 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. <u>Rick Gropper's</u> signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.  Date: <u>9/14/2022</u> Signature:   Print Name: <u>Rick Gropper / BCD Shelter Owner LLC</u>



**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 Signatory (title) of BCD Owner 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. Rick Gropper's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 9/14/2022 Signature: 

Print Name: Rick Gropper / BCD Owner LLC

**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:

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

**Effective Date of the Original Agreement:** 7/14/2021

**Signature by the Department:**

DATED: 12/23/2022

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: *Andrew Guglielmi*

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

**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:** \_\_\_\_\_

## **BROWNFIELD CLEANUP PROGRAM (BCP) INSTRUCTIONS FOR COMPLETING A BCP AMENDMENT APPLICATION**

This form must be used to add a party, modify a property description, or reduce/expand property boundaries for an existing BCP Agreement. NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

### **COVER PAGE**

Please select all options that apply. Provide a brief narrative of the nature of the amendment requested. At the bottom of the page, please enter the site code. This field will auto-populate in the bottom left corner of the subsequent pages.

### **SECTION I CURRENT AGREEMENT INFORMATION**

Provide the site name, site code and current requestor exactly as it appears on the existing agreement. Provide the agreement index number and the date of the initial BCA, regardless of any executed amendments.

### **SECTION II NEW REQUESTOR INFORMATION**

Requestor Name

Provide the name of the person(s)/entity requesting participation in the BCP. (If more than one, attach additional sheets with requested information. If an LLC, the members/owners' names need to be provided on a separate attachment). The requestor is the person or entity seeking DEC review and approval of the remedial program.

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 Corporation & Business Entity Database. A print-out of entity information from the database must be submitted to DEC with the application, to document that the applicant is authorized to do business in NYS.

Requestor Address, etc.

Provide the requestor's mailing address, telephone number; fax number and e-mail address. Representative Name, Address, etc.

Provide information for the requestor's authorized representative. This is the person to whom all correspondence, notices, etc will be sent, and who will be listed as the contact person in the BCA. Invoices will be sent to the representative unless another contact name and address is provided with the application.

Consultant Name, Address, etc.

Provide information for the requestor's consultant. Attorney Name, Address, etc.  
Provide information for the requestor's attorney.

Please provide 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.

### **SECTION III CURRENT PROPERTY OWNER/OPERATOR INFORMATION**

Only include if a transfer of title has taken place resulting in a change in ownership and/or operation of the site. Provide the relationship of the owner to the site by selecting one of the check-box options.

Owner Name, Address, etc.

Provide information for the new owner of the property. List all new parties holding an interest in the property. Attach separate pages as needed.

Operator Name, Address, etc.

Provide information for the new operator, if applicable.

### **SECTION IV NEW REQUESTOR ELIGIBILITY INFORMATION**

As a separate attachment, provide complete and detailed information in response to any eligibility questions answered in the affirmative. It is permissible to reference specific sections of existing property reports; however, it is requested that such information be summarized. For properties with multiple addresses or tax parcels, please include this information for each address or tax parcel.

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.

If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an easement on the site. A purchase contract does not suffice as proof of access.

### **SECTION V PROPERTY DESCRIPTION AND DESCRIPTION OF CHANGES / ADDITIONS / REDUCTIONS (IF APPLICABLE)**

NOTE: DEC requires a standard application to request major changes to the description of the property set forth in the BCA (e.g., adding a significant amount of new property, or adding property that could affect an eligibility determination due to contamination levels or intended land use). The application must be submitted to DEC in the same manner as the original application to participate.

#### **1. Property Information on Existing Agreement**

Provide the site address and tax parcel information exactly as it appears on the current agreement (or as it has been modified in previous amendments).

#### **2a. Addition of Property**

Provide the tax parcel information and acreage for each parcel to be added. Provide the total acreage to be added below the far-right column.

#### **2b. Reduction of Property**

Provide the tax parcel information and acreage for each parcel to be removed. Provide the total acreage to be removed below the far-right column.

2c. Change to SBL or metes and bounds description

Provide the new tax parcel information and attach a metes and bounds description.

All requested changes to this section should be accompanied by a revised survey or other acceptable map depicting the proposed new site boundary. Additionally, provide a county tax map with the site boundary outlined, as well as a USGS 7.5-minute quadrangle map with the site location clearly identified.

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

This page should only be completed if:

a. The site is located in the five boroughs comprising New York City

AND

b. The site does not currently have an eligibility determination for tangible property credits.

**PART II**

The information in the top section of page 7 should auto-populate with the information provided on page 2. If a new requestor is applying to enter the program, provide the required information and signature at the bottom of page 7 and the required information and signature on page 8.

If no new requestor is applying to the program but any other change has been made, provide the required information and signature on page 8.

# Attachment A:

## BCA Amendment Application Narrative

The purpose of this BCA Amendment application is to:

- 1) Add one new Volunteer/Remedial Party, "BCD Shelter Owner LLC", which is an affiliate of the Existing Volunteer. The Existing Volunteer, "BCD Owner LLC", is and will remain a Remedial Party for this Site. Please see Attachment B for the required supporting documentation, including an NYSDOS corporate database print-out, BCD Shelter Owner LLC resolution, BCP Site access agreement, and volunteer statement.
- 2) Reflect a change in site ownership following the land closing that occurred on 4/25/2022. The new Fee Owner of the Site is "BCD Housing Development Fund Corporation" (the "HDFC"), and the new Beneficial Owner of the Site is the Existing Volunteer, "BCD Owner LLC" pursuant to a Nominee Agreement with the HDFC. Please see Attachment C for the HDFC's recorded deed and the executed Nominee Agreement.
- 3) Modify the total Site acreage from 0.760 acres (as provided in the BCA) to 0.740 acres (as provided in the Attachment D ALTA survey). During a more recent survey dated 11/5/2021, the Volunteer discovered minor errors in the legal descriptions / metes & bounds of the deeds for the three individual lots comprising this BCP Site. The metes & bounds and total Site acreage *as described in Attachment D* are the correct ones.

Additionally, please note that the Existing Volunteer, "BCD Owner LLC", has recently moved offices, and its updated contact information should be reflected on the BCA. The new contact information for "BCD Owner LLC" is as follows (and is reproduced in Section III of this BCA Amendment adding "BCD Owner LLC" as a Beneficial Owner of the BCP site):

Name: BCD Owner LLC

Address: 116 East 27<sup>th</sup> Street, 11<sup>th</sup> Floor

City/State/ZIP: New York, NY 10016

Phone: 914-384-2478

Email: jweisstuch@camberpg.com

**Attachment B:**  
**Supporting Corporate Documentation to Add  
BCD Shelter Owner LLC as New Volunteer**

# Department of State Division of Corporations

## Entity Information

[Return to Results](#)

[Return to Search](#)

### Entity Details ^

**ENTITY NAME:** BCD SHELTER OWNER LLC

**DOS ID:** 6412157

**FOREIGN LEGAL NAME:**

**FICTITIOUS NAME:**

**ENTITY TYPE:** DOMESTIC LIMITED LIABILITY COMPANY

**DURATION DATE/LATEST DATE OF DISSOLUTION:**

**SECTION OF LAW:** LIMITED LIABILITY COMPANY LAW - 203  
LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY  
COMPANY LAW

**ENTITY STATUS:** ACTIVE

**DATE OF INITIAL DOS FILING:** 02/23/2022

**REASON FOR STATUS:**

**EFFECTIVE DATE INITIAL FILING:** 02/23/2022

**INACTIVE DATE:**

**FOREIGN FORMATION DATE:**

**STATEMENT STATUS:** CURRENT

**COUNTY:** NEW YORK

**NEXT STATEMENT DUE DATE:** 02/29/2024

**JURISDICTION:** NEW YORK, UNITED STATES

**NFP CATEGORY:**

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

#### Service of Process Name and Address

**Name:** CORPORATION SERVICE COMPANY

**Address:** 80 STATE ST., ALBANY, NY, UNITED STATES, 12207

#### Chief Executive Officer's Name and Address

**Name:**

**Address:**

#### Principal Executive Office Address

**Address:**

#### Registered Agent Name and Address

**Name:**

**Address:**

#### Entity Primary Location Name and Address

**Name:**

**Address:**

#### Farmcorpflag



**Is The Entity A Farm Corporation: NO**

Stock Information

Share Value	Number Of Shares	Value Per Share
-------------	------------------	-----------------

## WRITTEN CONSENT OF SOLE MEMBER

The undersigned, being the authorized signatory of CPG BRC BCD Ventures LLC, which itself is the sole member (“Sole Member”) of BCD Shelter Owner LLC, a New York domestic limited liability corporation (the “Company”), does hereby resolve that:


1. Rick Gropper is a representative of the Company and has the full power and authority on behalf of the Company, as an authorized signatory (“Authorized Signatory”), to:
  - a. Execute documents in connection with the application of the Company for participation in the New York State Brownfield Cleanup Program (“BCP”);
  - b. Enter into agreements with the New York State Department of Environmental Conservation (“DEC”) in connection with the Company’s participation in the BCP;
  - c. Execute any and all documents in connection with the Company’s participation in the BCP, including but not limited to applications, agreements, easements and tax returns;
  - d. Take any action necessary to the furtherance of the Company’s participation in the BCP, including but not limited to conducting negotiations on behalf of the Company.
2. The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this consent are hereby approved and ratified. The authority hereby conferred shall continue in full force and effect until the DEC shall have received notice, in writing, of the revocation hereof by a resolution duly adopted by the manager of the Company. Any such revocation shall be effective only as to actions taken by the Company subsequent to DEC’s receipt of such notice.
3. The undersigned hereby represent and warrant that (i) the undersigned is the authorized signatory of CPG BRC BCD Ventures LLC, which is the Sole Member of the Company; and (ii) the consent of the undersigned is sufficient to authorize the Company to take the aforementioned actions.

IN WITNESS WHEREOF, the undersigned have executed this Written Consent in the capacity noted below as of this 14 day of September, 2022.

[SIGNATURE PAGE FOLLOWS]

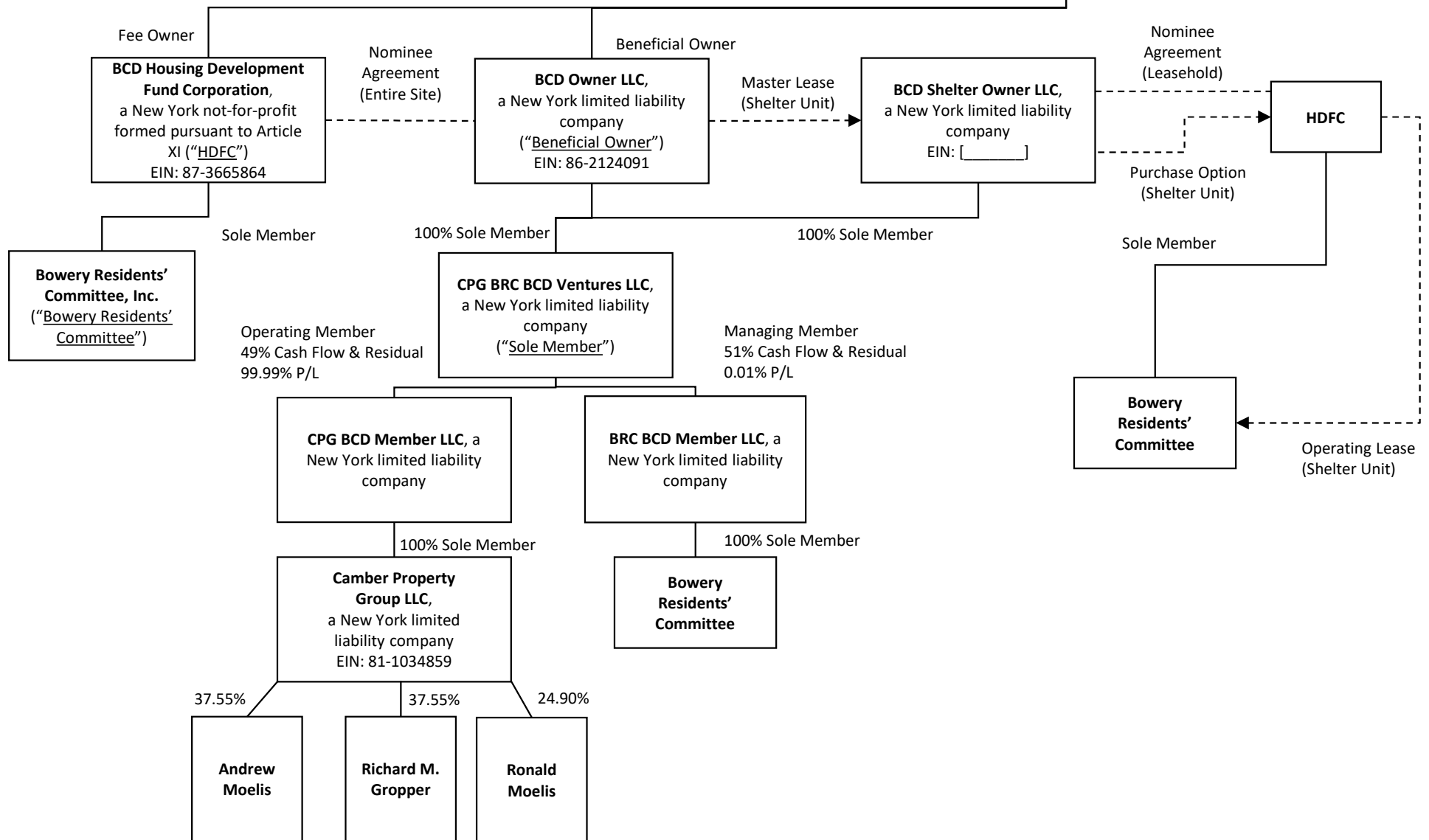
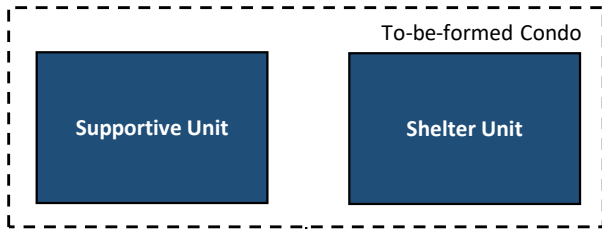
**BCD Shelter Owner LLC,**  
a New York limited liability company

By: CPG BRC BCD Ventures LLC,  
its Sole Member

By:   
\_\_\_\_\_  
Name: Rick Gropper  
Title: Authorized Signatory

# Beach Channel Drive Organizational Chart

## Construction Phase through Placement in Service



3/23/2022

Privileged and Confidential

### **Volunteer Statement of BCD Shelter Owner LLC**

The new Requestor, BCD Shelter Owner LLC, qualifies as a “Volunteer” because its liability arises solely from involvement with the Site after the discharge or disposal of contaminants at the Site. The new Requestor recently became a Master Beneficial Lessee of the to-be-formed transitional shelter facility portion of the BCP Site pursuant to a Master Lease agreement with the Beneficial Owner of the Site, BCD Owner LLC, in August 2022. The new Requestor has exercised appropriate care with respect to current site conditions, to prevent any threatened future release and to prevent or limit human, environmental, or natural resource exposures to any previously released contamination. The new Requestor is prepared to undertake all necessary remediation required to address identified site contamination. As such, the new Requestor, BCD Shelter Owner LLC, qualifies as a “Volunteer” as defined in ECL 27-1504(1)(b).

## *ACCESS AGREEMENT*

ACCESS AGREEMENT made as of this 14 day of September 2022, by and between BCD Owner LLC (“**Grantor**”), and BCD Shelter Owner LLC (“**Grantee**”).

WHEREAS, Grantor is the equitable and beneficial owner of the real property located at 13-12 Beach Channel Drive, 13-16 Beach Channel Drive and 13-24 Beach Channel Drive, Far Rockaway, Queens, New York (Block 15528, Lots 5, 6, and 9), together with the building and improvements thereon (“**Grantor’s Property**”), pursuant to that certain Declaration of Interest and Nominee Agreement, by and between the fee owner of Grantor’s Property, BCD Housing Development Fund Corporation (the “**HDFC**”), and Grantor, dated as of April 25, 2022, and recorded in the Office of City Register of the City of New York on May 11, 2022, at CRFN# 2022000195866; and

WHEREAS, Grantor submitted an application to admit Grantor’s Property into the New York State Brownfield Cleanup Program (“**BCP**”); and

WHEREAS, Grantor’s Property was admitted into the BCP on July 14, 2021; and

WHEREAS, Grantor, as beneficial master lessor, the HDFC, as nominal master lessor and as nominal master lessee, and Grantee, as beneficial master lessee, have entered into that certain Master Lease, dated as of August 31, 2022, granting Grantee a leasehold interest in the to-be-formed, future transitional housing facility portion of Grantor’s Property; and

WHEREAS, Grantor and Grantee find it mutually desirable to submit a Brownfield Cleanup Agreement (“**BCA**”) amendment application to add Grantee as an additional Requestor, as that term is defined in 6 N.Y.C.R.R. 375-3.2; and

WHEREAS, upon Grantee’s acceptance by the New York State Department of Environmental Conservation (“**DEC**”) as an additional Requestor, Grantee may require access to Grantor’s Property to carry out investigatory, remedial, and other related tasks required by the BCP, including the recording of an environmental easement, if required (collectively, the “**Work**”); and

WHEREAS, Grantor desires to grant Grantee such access.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants reasonable access and a license upon, into, under or through Grantor’s Property for the purpose of the entry thereon by Grantee, its agents, employees, architects, engineers, contractors and consultants (collectively, the “**Grantee Related Parties**”, and each a “**Grantee Related Party**”), vehicles, equipment and materials required by Grantee to satisfy tasks and obligations required by the BCA for Grantor’s Property, including the recording of an environmental easement, if required.

2. Grantee Related Parties shall perform the Work in a workmanlike manner and in accordance with industry standards and in accordance with applicable laws, rules and regulations. The rights granted pursuant to paragraph 1 of this Agreement are nonexclusive, it being understood and agreed that Grantor, its agents, employees, workers, contractors and tenants will have full authority to come upon and have unfettered access to Grantor's Property during the performance of the Work. The performance of the Work will not interfere unreasonably with the quiet enjoyment of Grantor's Building by the tenants thereof, if any. Grantor agrees that it will use commercially reasonable efforts to avoid unreasonable interference with Grantee's exercise of its rights hereunder.

3. All of the foregoing activities shall be performed at Grantee's sole cost and expense.

4. Grantee shall provide reasonable notice to Grantor, but in no event less than 48 hours, prior to Grantee's need for access to Grantor's Property to perform the Work, provided, however, that shorter notice may be required in the event of an emergency.

5. Grantee shall be responsible for obtaining all federal, state or local governmental approvals and providing all notices in relation to the Work.

6. If, upon completion of the activities requiring access to Grantor's Property, title to Grantors' Property has not yet passed to Grantee, Grantee and/or Grantee Related Parties shall promptly remove all materials and restore Grantor's Property substantially to the condition it was in prior to such activities, subject to any required institutional controls.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any proceedings initiated by either party to enforce the terms of or otherwise related to this Agreement shall be brought in the Supreme Court, State of New York.

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantee and is effective as of the date set forth above.


**GRANTOR:**  
**BCD Owner LLC**

By: CPG BRC BCD Ventures LLC,  
its Sole Member

By:   
Name: Rick Gropper  
Title: Authorized Signatory

**GRANTEE:**  
**BCD Shelter Owner LLC**

By: CPG BRC BCD Ventures LLC,  
its Sole Member

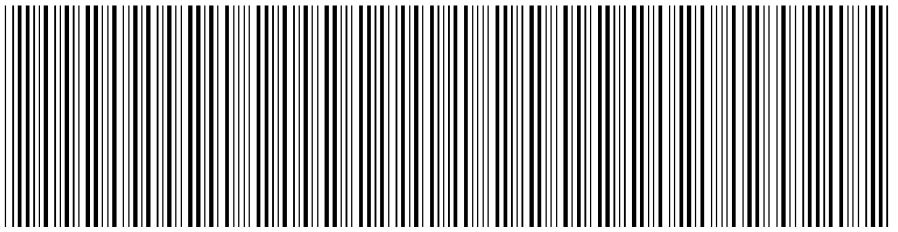
By:   
Name: Rick Gropper  
Title: Authorized Signatory

**Attachment C:**  
**Recorded HDFC Deed & Executed Nominee**  
**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.



2022050200856004002EDA76

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 11**

**Document ID: 2022050200856004** Document Date: 04-25-2022 Preparation Date: 05-11-2022  
Document Type: DEED  
Document Page Count: 9

**PRESENTER:**  
PRESTIGE TITLE AGENCY, INC.  
55 WEST 39TH STREET, 9TH FLOOR  
13274  
NEW YORK, NY 10018  
212-651-1200  
JWHITMORE@PRESTITLE.COM

**RETURN TO:**  
NIXON PEABODY LLP  
55 W 46TH STREET  
NEW YORK, NY 10036  
Attn: Aaron J. Yowell, Esq

PROPERTY DATA				
Borough	Block	Lot	Unit	Address
QUEENS	15528	5	Entire Lot	1312 BEACH CHANNEL DRIVE
<b>Property Type:</b> COMMERCIAL REAL ESTATE				

**CROSS REFERENCE DATA**  
CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**GRANTOR/SELLER:**  
1312 BCD LLC  
3008 AVENUE J  
BROOKLYN, NY 11210

Additional Parties Listed on Continuation Page

**GRANTEE/BUYER:**  
BCD OWNER LLC  
116 EAST 27TH STREET, 11TH FLOOR  
NEW YORK, NY 10016

**FEES AND TAXES**

Mortgage :	
Mortgage Amount:	\$ 0.00
Taxable Mortgage Amount:	\$ 0.00
Exemption:	
<b>TAXES:</b> 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
<b>TOTAL:</b>	\$ 0.00
Recording Fee:	\$ 82.00
Affidavit Fee:	\$ 0.00

Filing Fee:	\$ 250.00
NYC Real Property Transfer Tax:	\$ 103,583.35
NYS Real Estate Transfer Tax:	\$ 25,652.25



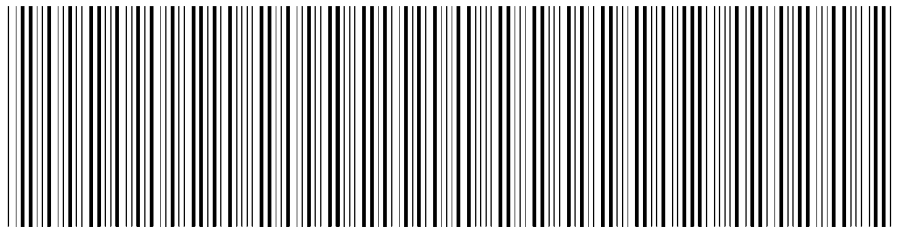
**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**  
Recorded/Filed 05-11-2022 14:55  
City Register File No.(CRFN):  
**2022000195853**

*Annette McMill*

**City Register Official Signature**

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2022050200856004002CD8F6

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 11**

**Document ID: 2022050200856004**  
Document Type: DEED

Document Date: 04-25-2022

Preparation Date: 05-11-2022

**PARTIES**

**GRANTOR/SELLER:**  
DG PROPERTIES 1 LLC  
3008 AVENUE J  
BROOKLYN, NY 11210

**PARTIES**

**GRANTEE/BUYER:**  
BCD HOUSING DEVELOPMENT FUND  
CORPORATION  
131 WEST 25TH FLOOR  
NEW YORK, NY 10001

**Bargain and Sale Deed**

Without Covenants Against Grantor's Acts

**1312 BCD LLC, as to 90%**

and

**DG PROPERTIES 1 LLC, as to 10%**

Grantor

to

**BCD HOUSING DEVELOPMENT FUND CORPORATION, as nominee for BCD Owner  
LLC**

Grantee

SECTION: 59  
BLOCK: 15528  
LOT: 5  
COUNTY: Queens

**RECORD AND RETURN TO:**

Nixon Peabody LLP  
55 W 46th Street  
New York, NY 10036  
Attn: Aaron J. Yowell, Esq.  
T (212) 940-3161  
F (866) 741-0715  
Email: [ayowell@nixonpeabody.com](mailto:ayowell@nixonpeabody.com)

## **Bargain and Sale Deed**

THIS INDENTURE, made as of the 25 day of April, 2022 between 1312 BCD LLC, a New York limited liability company, having an address at 3008 Avenue J, Brooklyn, New York 11210, as to a 90% interest, and DG Properties 1 LLC a New York limited liability company, having an address at 3008 Avenue J, Brooklyn, New York 11210, as to a 10% interest, each holding their respective interests as tenants in common (collectively "Grantor") and BCD Housing Development Fund Corporation, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its principal office at c/o Bowery Residents' Committee, Inc., 131 West 25<sup>th</sup> Floor, New York, New York 10001, as nominee for BCD Owner LLC, a New York limited liability company, having an address at 116 East 27th Street, 11th Floor, New York, New York 10016 ("Grantee").

### WITNESSETH:

That Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever, all that plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Queens, County of Queens, City and State of New York (the "Premises"), as more particularly described on Exhibit A annexed hereto and made a part hereof.

SAID Premises being and intended to be the same premises conveyed to Grantor by deed from 1312 BCD LLC dated April 25, 2022 and being submitted for recording in the Office of the City Register of the City of New York immediately prior to the recording of this deed.

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

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

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]

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

**GRANTOR:**

1312 BCD LLC,  
a New York limited liability company

By:  \_\_\_\_\_

Name: Steven Vegh

Title: Authorized Signatory

DG PROPERTIES 1 LLC,  
a New York limited liability company

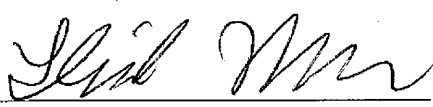
By:  \_\_\_\_\_

Name: Mordechai Koslowitz

Title: Authorized Signatory

STATE OF *NY* )  
 )  
COUNTY OF *Nassau* ) SS.:

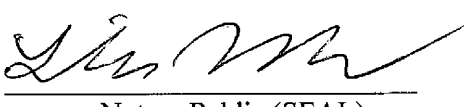
On the 16<sup>th</sup> day of March in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Vegh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument 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 (SEAL)

STATE OF *NY* )  
 )  
COUNTY OF *Nassau* )

SS.: DANIEL J MULLER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MU6323809  
Qualified in Nassau County  
My Commission Expires 04-27-2023

On the 25 day of March in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Mordechai Koslowitz, 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 (SEAL)

DANIEL J MULLER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MU6323809  
Qualified in Nassau County  
My Commission Expires 04-27-2023

# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274A-FA-Q

**AS TO PART OF OLD LOT 1:**

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

**BEGINNING at a point on the Easterly side of Beach Channel Drive, distant 61.56 feet Northerly from the corner formed by the intersection of the Easterly side of Beach Channel Drive with the Northerly side of Mott Avenue, said point of beginning being where the Northerly line of land of William Wells intersects the Easterly side of Beach Channel Drive;**

**RUNNING THENCE Easterly on a line forming an interior angle of 107 degrees 03 minutes 12.9 seconds with the Easterly side of Beach Channel Drive a distance of 41.30 feet;**

**THENCE Northerly at right angles to the last described course, 4 feet;**

**THENCE Easterly at right angles to the last described course, 18.30 feet Actual (18.33 Tax map);**

**THENCE Southerly at right angles to the last described course, 4 feet;**

**THENCE Easterly at right angles to the last described course, 21.03 feet;**

**THENCE Northerly at right angles to the last described course, 31.14 feet;**

**THENCE Westerly parallel with Mott Avenue, 42 feet;**

**THENCE Westerly 41.18 feet to the Easterly side of Beach Channel Drive at a point distant 19.62 feet Northerly from the point or beginning when measured along the Easterly side of Beach Channel Drive;**

**THENCE Southerly along the Easterly side of Beach Channel Drive, 19.62 feet to the point or place of BEGINNING.**



# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274A-FA-Q

### AS TO LOT 5:

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

**BEGINNING at a point on the Westerly side of Redfern Avenue, distant 91.14 feet Northerly from the corner formed by the intersection of the Westerly side of Redfern Avenue and the Northerly side of Mott Avenue;**

**RUNNING THENCE Northerly along the Westerly side of Redfern Avenue, 77.98 feet;**

**THENCE Westerly on a line forming an interior angle of 81 degrees 59 minutes 14.6 seconds with the westerly side of Redfern Avenue a distance of 78.59 feet;**

**THENCE Southwesterly on a line forming an interior angle of 126 degrees 29 minutes 20 seconds with the last described course a distance of 6.22 feet;**

**THENCE Westerly at right angles to the Easterly side of Beach Channel Drive, 78.42 feet to the Easterly side of Beach Channel Drive;**

**THENCE Southerly along the Easterly side of Beach Channel Drive, 40.29 feet;**

**THENCE Easterly on a straight line 41.18 feet to a point distant 123.95 feet Westerly from the point of beginning when measured on a line parallel with Mott Avenue;**

**THENCE Easterly parallel with Mott Avenue, 123.95 feet to the Westerly side of Redfern Avenue, the point or place of BEGINNING.**

# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274A-FA-Q

### PERIMETER DESCRIPTION:

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

**BEGINNING** at a point on the Westerly side of Redfern Avenue (60 feet wide), distant 91.14 feet Northerly from the corner formed by the intersection of the Westerly side of Redfern Avenue with Northerly side of Mott Avenue (60 feet wide) as said Avenues are shown on City Final Maps;

**RUNNING THENCE** Northerly along the Westerly side of Redfern Avenue, 79.98 feet Actual (77.98 feet Tax map) to a point;

**RUNNING THENCE** Westerly along a line forming an angle of 81 degrees 59 minutes 14.6 seconds on the Southwest with Westerly side of Redfern Avenue 78.59 feet to a point;

**RUNNING THENCE** Southwesterly along a line forming an angle of 126 degrees 29 minutes 20 seconds on the Southeast with the last mentioned course, 6.22 feet to a point;

**RUNNING THENCE** Westerly along a line forming an angle of 126 degrees 29 minutes 20 seconds on the Northwest with the last mentioned course and at right angles to the Easterly side of Beach Channel Drive (80 feet wide), 78.42 feet to the Easterly side Beach Channel Drive;

**RUNNING THENCE** Southerly along the Easterly side of Beach Channel Drive, 18.10 feet to a point;

**RUNNING THENCE** Southwesterly continuing along the Easterly side of Beach Channel Drive and along a line forming an angle of 207 degrees 06 minutes 52.5 seconds on the Southeast with the last mentioned course, 32.91 feet to a point;

**RUNNING THENCE** Southerly continuing along the Easterly side of Beach Channel Drive and along a line forming an angle of 152 degrees 53 minutes 7.5 seconds on the Northeast with the last mentioned course, 8.90 feet Actual (7.89 feet Tax map) to a point;

**RUNNING THENCE** Easterly along a line forming an angle of 107 degrees 03 minutes 13 seconds on the Northeast, with the Easterly side of Beach Channel Drive, 41.30 feet Actual (41.38 feet Tax map) to a point;

**RUNNING THENCE** Northerly at right angles to the last mentioned course, 4.00 feet to a point;

**RUNNING THENCE** Easterly at right angles to the last mentioned course, 18.30 feet Actual (18.33 feet Tax map) to a point;

**RUNNING THENCE** Southerly at right angles to the last mentioned course, 4.00 feet to a point;

**RUNNING THENCE** Westerly at right angles to the last mentioned course, 21.00 feet to a point;

# **PRESTIGE TITLE AGENCY, INC.**

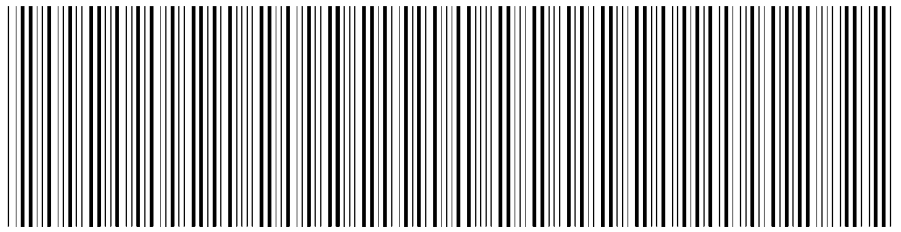
## **SCHEDULE A (Description)**

Title Number: 13274A-FA-Q

**RUNNING THENCE Northerly at right angles to the last mentioned course, 31.14 feet Actual (31.17 feet Tax map) to a point being 90 feet North of the Northerly side of Mott Avenue;**

**RUNNING THENCE Easterly at right angles to the last mentioned course and parallel with the Northerly side of Mott Avenue and 90 feet North of Mott Avenue, 82.00 feet to the Westerly side of Redfern Avenue the point or place of BEGINNING.**

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2022050200856004002S14F7

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2022050200856004**  
Document Type: DEED

Document Date: 04-25-2022

Preparation Date: 05-11-2022

**ASSOCIATED TAX FORM ID:** 2022030800957

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING  
RP - 5217 REAL PROPERTY TRANSFER REPORT

1  
1

**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**

● Name **1312 BCD LLC**

● Grantor is a(n):  individual  partnership  corporation  single member LLC  multiple member LLC  other \_\_\_\_\_ Telephone Number \_\_\_\_\_

● Permanent mailing address after transfer (number and street) **3008 AVENUE J**

● City and State **BROOKLYN, NY** Zip Code **11210**

● Single member's name if grantor is a single member LLC **BEACH CHANNEL DRIVE HOLDINGS LLC**

SOCIAL SECURITY NUMBER  
 [ ][ ] - [ ][ ] - [ ][ ][ ][ ]

OR

EMPLOYER IDENTIFICATION NUMBER  
**8 3 - 2 0 9 9 4 6 6**

SINGLE MEMBER EIN OR SSN  
**83-2126922**

**GRANTEE**

● Name **BCD OWNER LLC**

● Grantee is a(n):  individual  partnership  corporation  single member LLC  multiple member LLC  other \_\_\_\_\_ Telephone Number \_\_\_\_\_

● Permanent mailing address after transfer (number and street) **116 EAST 27TH STREET, 11TH FLOOR**

● City and State **NEW YORK, NY** Zip Code **10016**

● Single member's name if grantee is a single member LLC \_\_\_\_\_

SOCIAL SECURITY NUMBER  
 [ ][ ] - [ ][ ] - [ ][ ][ ][ ]

OR

EMPLOYER IDENTIFICATION NUMBER  
**8 6 - 2 1 2 4 0 9 1**

SINGLE MEMBER EIN OR SSN  
 \_\_\_\_\_

**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
1312 BEACH CHANNEL DRIVE		QUEENS	15528	5	1	1,400	219,600.00

● DATE OF TRANSFER TO GRANTEE: 4/25/2022 ● PERCENTAGE OF INTEREST TRANSFERRED: 100 %

**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.

<p>a. <input checked="" type="checkbox"/> Arms length transfer</p> <p>b. <input type="checkbox"/> Transfer in exercise of option to purchase</p> <p>c. <input type="checkbox"/> Transfer from cooperative sponsor to cooperative corporation</p> <p>d. <input type="checkbox"/> Transfer by referee or receiver (complete Schedule A)</p> <p>e. <input type="checkbox"/> Transfer pursuant to marital settlement agreement or divorce decree (complete Schedule I)</p> <p>f. <input type="checkbox"/> Deed in lieu of foreclosure (complete Schedule C)</p> <p>g. <input type="checkbox"/> Transfer pursuant to liquidation of an entity (complete Schedule D)</p> <p>h. <input type="checkbox"/> Transfer from principal to agent, dummy, strawman or conduit or vice-versa (complete Schedule E)</p> <p>i. <input type="checkbox"/> Transfer pursuant to trust agreement or will (attach a copy of trust agreement or will)</p> <p>j. <input type="checkbox"/> Gift transfer not subject to indebtedness</p> <p>k. <input type="checkbox"/> Gift transfer subject to indebtedness</p> <p>l. <input type="checkbox"/> Transfer to a business entity in exchange for an interest in the business entity (complete Schedule F)</p> <p>m. <input type="checkbox"/> Transfer to a governmental body</p> <p>n. <input type="checkbox"/> Correction deed</p>	<p>o. <input type="checkbox"/> Transfer by or to a tax exempt organization (complete Schedule G)</p> <p>p. <input type="checkbox"/> Transfer of property partly within and partly without NYC</p> <p>q. <input type="checkbox"/> Transfer of successful bid pursuant to foreclosure</p> <p>r. <input type="checkbox"/> Transfer by borrower solely as security for a debt or a transfer by lender solely to return such security</p> <p>s. <input type="checkbox"/> Transfer wholly or partly exempt as a mere change of identity or form of ownership. Complete Schedule M)</p> <p>t. <input type="checkbox"/> Transfer to a REIT or to a corporation or partnership controlled by a REIT. (Complete Schedule R)</p> <p>u. <input type="checkbox"/> Other transfer in connection with financing (describe): _____</p> <p>v. <input type="checkbox"/> A grant or assignment of a leasehold interest in a tax-free NY area</p> <p>w. <input type="checkbox"/> Transfer to an HDFC or an entity controlled by an HDFC. (Complete Schedule L)</p> <p>x. _____ Reserved</p> <p>y. _____ Reserved</p> <p>z. <input type="checkbox"/> Other (describe)</p>
---	--

● TYPE OF PROPERTY (✓)	● TYPE OF INTEREST (✓)																														
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"/> ..... 4 family dwelling g. <input type="checkbox"/> ..... Apartment building h. <input type="checkbox"/> ..... Office building i. <input type="checkbox"/> ..... Industrial building j. <input type="checkbox"/> ..... Utility k. <input checked="" type="checkbox"/> ..... OTHER (describe): <u>COMMERCIAL REAL ESTATE</u>	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. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:80%;">REC.</th> <th style="width:10%;">NON REC.</th> </tr> </thead> <tbody> <tr> <td>a.</td> <td><input checked="" type="checkbox"/> Fee .....</td> <td><input type="checkbox"/></td> </tr> <tr> <td>b.</td> <td><input type="checkbox"/> Leasehold Grant .....</td> <td><input type="checkbox"/></td> </tr> <tr> <td>c.</td> <td><input type="checkbox"/> Leasehold Assignment or Surrender .....</td> <td><input type="checkbox"/></td> </tr> <tr> <td>d.</td> <td><input type="checkbox"/> Easement .....</td> <td><input type="checkbox"/></td> </tr> <tr> <td>e.</td> <td><input type="checkbox"/> Subterranean Rights .....</td> <td><input type="checkbox"/></td> </tr> <tr> <td>f.</td> <td><input type="checkbox"/> Development Rights .....</td> <td><input type="checkbox"/></td> </tr> <tr> <td>g.</td> <td><input type="checkbox"/> Stock .....</td> <td><input type="checkbox"/></td> </tr> <tr> <td>h.</td> <td><input type="checkbox"/> Partnership Interest .....</td> <td><input type="checkbox"/></td> </tr> <tr> <td>i.</td> <td><input type="checkbox"/> OTHER. (describe): .....</td> <td><input type="checkbox"/></td> </tr> </tbody> </table>		REC.	NON REC.	a.	<input checked="" 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 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.																													
a.	<input checked="" 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 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"/>																													

**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.	3,832,960	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.	113,072	45
10. Other (describe): .....	● 10.	0	00
11. <b>TOTAL CONSIDERATION</b> (add lines 1 through 10 - must equal amount entered on line 1 of Schedule 2) (see instructions).....	● 11.	\$ 3,946,032	45

**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.	3,946,032	45
2. Excludable liens (see instructions).....	● 2.	0	00
3. Consideration (line 1 less line 2).....	● 3.	3,946,032	45
4. Tax Rate (see instructions).....	● 4.	2.625	%
5. HDFC Exemption (see Schedule L, line 15) .....	● 5.	0	00
6. Consideration less HDFC Exemption (line 3 less line 5) .....	● 6.	3,946,032	45
7. Percentage change in beneficial ownership (see instructions) .....	● 7.	100	%
8. Taxable consideration (multiply line 6 by line 7).....	● 8.	3,946,032	45
9. Tax (multiply line 8 by line 4).....	● 9.	103,583	35
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.	103,583	35
13. Interest (see instructions).....	● 13.	0	00
14. Penalty (see instructions).....	● 14.	0	00
15. <b>Total Tax Due</b> (add lines 12, 13 and 14).....	● 15.	\$ 103,583	35

**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 <b>DG PROPERTIES 1 LLC</b>		SOCIAL SECURITY NUMBER [ ][ ]-[ ][ ]-[ ][ ][ ][ ]	
● Grantor is a(n): <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation (check one) <input checked="" 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) 3008 AVENUE J			
● City and State BROOKLYN, NY		Zip Code 11210	
● Single member's name if grantor is a single member LLC BEACH CHANNEL DRIVE HOLDINGS 2 LLC			
		OR EMPLOYER IDENTIFICATION NUMBER 8 7 [ ][ ]-4 6 9 3 2 7 1	
		SINGLE MEMBER EIN OR SSN 88-1107363	

● Name		SOCIAL SECURITY NUMBER [ ][ ]-[ ][ ]-[ ][ ][ ][ ]	
● Grantor 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 <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			
		OR EMPLOYER IDENTIFICATION NUMBER [ ][ ]-[ ][ ][ ][ ][ ][ ][ ]	
		SINGLE MEMBER EIN OR SSN [ ][ ][ ][ ]-[ ][ ][ ][ ]-[ ][ ][ ][ ]	

**GRANTEE(S)**

● Name <b>BCD HOUSING DEVELOPMENT FUND CORPORATION</b>		SOCIAL SECURITY NUMBER [ ][ ]-[ ][ ]-[ ][ ][ ][ ]	
● Grantee 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 <input type="checkbox"/> other _____		Telephone Number [ ][ ][ ][ ]-[ ][ ][ ][ ]	
● Permanent mailing address after transfer (number and street) 131 WEST 25TH FLOOR			
● City and State NEW YORK, NY		Zip Code 10001	
● Single member's name if grantee is a single member LLC			
		OR EMPLOYER IDENTIFICATION NUMBER 8 7 [ ][ ]-3 6 6 5 8 6 4	
		SINGLE MEMBER EIN OR SSN [ ][ ][ ][ ]-[ ][ ][ ][ ]-[ ][ ][ ][ ]	

● Name		SOCIAL SECURITY NUMBER [ ][ ]-[ ][ ]-[ ][ ][ ][ ]	
● 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 <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			
		OR EMPLOYER IDENTIFICATION NUMBER [ ][ ]-[ ][ ][ ][ ][ ][ ][ ]	
		SINGLE MEMBER EIN OR SSN [ ][ ][ ][ ]-[ ][ ][ ][ ]-[ ][ ][ ][ ]	

**GRANTOR'S ATTORNEY ▼**

Name of Attorney		Telephone Number (    )	
Address (number and street)		City and State	Zip Code
EMPLOYER IDENTIFICATION NUMBER	-	<b>OR</b>	SOCIAL SECURITY NUMBER

**GRANTEE'S ATTORNEY ▼**

Name of Attorney		Telephone Number (    )	
Address (number and street)		City and State	Zip Code
EMPLOYER IDENTIFICATION NUMBER	-	<b>OR</b>	SOCIAL SECURITY NUMBER

**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**

Sworn to and subscribed to

before me on this \_\_\_\_\_ day

of \_\_\_\_\_

Signature of Notary

---

83-2099466  
EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

1312 BCD LLC  
Name of Grantor

---

Signature of Grantor



**GRANTEE**

Sworn to and subscribed to

before me on this \_\_\_\_\_ day

of \_\_\_\_\_

Signature of Notary

---

86-2124091  
EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER

BCD OWNER LLC  
Name of Grantee

---

Signature of Grantee





### 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.

**GRANTORS**

	DG PROPERTIES 1 LLC	
87-4693271		
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**

	BCD HOUSING DEVELOPMENT FUND CORPORATION	
87-3665864		
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

**Form: NYC-RPT, New York City Real Property Transfer Tax Return**

**Transaction: DEED - TRANSFER OF:**

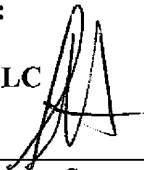
13-12 Beach Channel Drive, Far Rockaway, New York [Block: 15528 Lot: 5]

Signature Rider

**GRANTOR:**

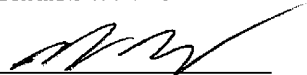
**1312 BCD LLC**

By:


  
Name: Steven Vegh  
Title: Authorized Signatory

**DG PROPERTIES 1 LLC**

By:

  
Name: Mordechai Koslowitz  
Title: Authorized Signatory

Sworn to and subscribed to before  
me this 25 day of March, 2022

  
Signature of Notary

**DANIEL J MULLER**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 02MU6323809**  
**Qualified in Nassau County**  
**My Commission Expires 04-27-2023**

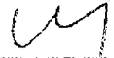
[Grantee Signature Page – NYC-RPT]

**GRANTEE**

**BCD OWNER LLC,**  
a New York limited liability company

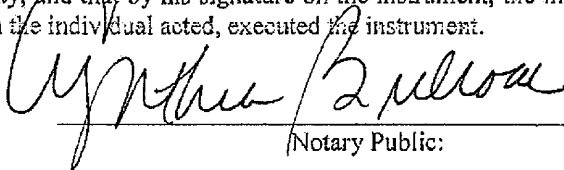
By: **CPG BRC BCD VENTURES LLC,**  
a New York limited liability company,  
its sole member

By: **CPG BCD MEMBER LLC,**  
a New York limited liability company,  
its operating member

By:   
Name: Rick Gropper  
Title: Managing Member

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


On this 5th day of, April 2022, before me, the undersigned, personally appeared **Rick Gropper**, 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:

CYNTHIA BULLOCK  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BU6255845  
Qualified in Kings County  
My Commission Expires 02-13-2024

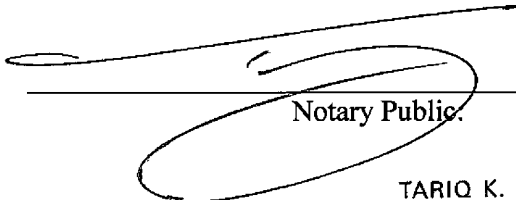
**GRANTEE**

**BCD HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation

By:   
Name: Lawrence Rosenblatt  
Title: Vice President

STATE OF NEW YORK )  
COUNTY OF New York )SS.:

On the 22nd day of April, 2022, before me, the undersigned, personally appeared **Lawrence Rosenblatt**, 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.

TARIQ K. GEORGE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01GE6340718  
Qualified in Kings County  
My Commission Expires 04-25-2024



Department of  
Housing Preservation  
& Development  
nyc.gov/hpd

THE CITY OF NEW YORK  
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

AFFIDAVIT IN LIEU OF REGISTRATION STATEMENT

County of New York ) SS.:

State of New York )

1312 BCD LLC, being duly sworn, deposes and says:

1) I am personally familiar with the real property known by the street address of (insert street address):  
1312 BEACH CHANNEL DRIVE Block 15528, Lot 5,  
and make this Affidavit as (describe capacity in which affidavit is made) GRANTOR  
in connection with a deed/lease/memorandum of lease (delete inapplicable description) which transfers an  
interest in the above real property, that is dated 4/25/2022, and is  
between 1312 BCD LLC and BCD OWNER LLC.

2) The statements made in the Affidavit are true of my own knowledge, and I submit this Affidavit in order that this Instrument be accepted for recording without being accompanied by a registration statement, as such is defined by Article 2 of Subchapter 4 of Chapter 2 of Title 27 of the Administrative Code of the City of New York.

3) Exemption from registration is claimed because the Instrument affects neither (a) an entire multiple dwelling as such is defined by §27-2004(a)(7) of Article 1 of Subchapter 1, of Chapter 2 of Title 27 of the Administrative Code of the City of New York and New York State Multiple Dwelling Law §4(7) nor (b) a private dwelling as such is defined by §27-2004 (a) (4) of Article 1 of Subchapter 1 of Chapter 2 of Title 27 of the Administrative Code of the City of New York and of the New York State Multiple Dwelling Law §4(6) that is required to register pursuant to, Article 2 of Subchapter 4 of Chapter 2 of Title 27 of the Administrative Code of the City of New York. The Instrument does not affect a multiple dwelling because it affects the following (check applicable item):

- a commercial building
- a one-or two family dwelling whose owner or a family member resides in the dwelling
- a condominium unit in a multiple dwelling
- cooperative corporation shares relating to a single residential unit in a multiple dwelling
- mineral, gas, water, air or other similar rights not affecting a multiple dwelling
- lease of commercial space in a multiple dwelling
- vacant land

4) I am aware that this Affidavit is required by law to be submitted in order that the Instrument be recorded or accepted for recording without being accompanied by a registration statement. I am aware that any false statements made in this Affidavit may be punishable as a felony or misdemeanor under Penal Law Article 210 or as an offense under Administrative Code of the City of New York §10-154.

Sworn To Before Me This

27<sup>th</sup> Day of APRIL, 2022  
Robert J. Allen  
Notary Public

[Signature]  
Signature

3008 AVENUE J  
BROOKLYN, NY 11210  
Address  
999-999-9999  
Telephone #

ROBERT J. ALLEN  
Notary Public, State of New York  
No. 01AL6095438  
Qualified in NASSAU COUNTY  
Commission Expires 12/09/2023

**Affidavit in Lieu of Registration Statement Additional Grantor(s) / Grantee(s)**

**Attachment**

**Property**

1312 BEACH CHANNEL DRIVE BLOCK:15528, Lot:5

**Grantor(s)**

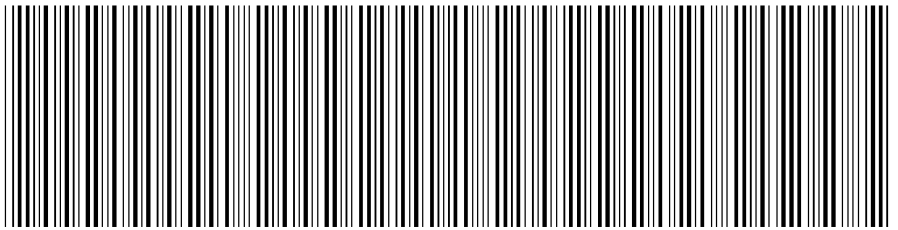
2 DG PROPERTIES 1 LLC

**Grantee(s)**

2 BCD HOUSING DEVELOPMENT FUND CORPORATION

**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.



2022050200856017002E0B33

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 22**

**Document ID: 2022050200856017**

Document Date: 04-25-2022

Preparation Date: 05-11-2022

Document Type: AGREEMENT

Document Page Count: 20

**PRESENTER:**

PRESTIGE TITLE AGENCY, INC.  
55 WEST 39TH STREET, 9TH FLOOR  
13274  
NEW YORK, NY 10018  
212-651-1200  
JWHITMORE@PRESTITLE.COM

**RETURN TO:**

PRESTIGE TITLE AGENCY, INC.  
55 WEST 39TH STREET, 9TH FLOOR  
13274  
NEW YORK, NY 10018  
212-651-1200  
JWHITMORE@PRESTITLE.COM

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
QUEENS	15528	1	Entire Lot	21-46 MOTT AVENUE

**Property Type:** COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
QUEENS	15528	5	Entire Lot	13-12 BEACH CHANNEL DRIVE

**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:**

BCD HOUSING DEVELOPMENT FUND CORPORAION  
C/O BOWERY RESIDENTS COMMITTEE,, 131 WEST  
25TH STREET, 1TH FLOOR  
NEW YORK, NY 10001

**PARTY 2:**

BCD OWNER LLC  
C/O CAMBER PROPERTY GROUP LLC, 116 EAST 27TH  
STREET, 11TH FLOOR  
NEW YORK, NY 10016

**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: \$ 146.00

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 05-11-2022 14:55

City Register File No.(CRFN):

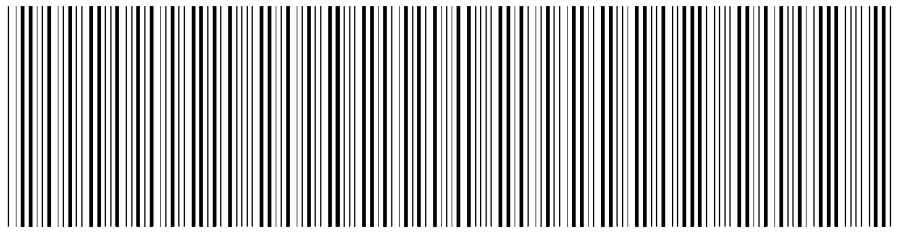
2022000195866



*Annette McMill*

City Register Official Signature

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2022050200856017002C09B3

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 22**

**Document ID: 2022050200856017**  
Document Type: AGREEMENT

Document Date: 04-25-2022

Preparation Date: 05-11-2022

**PROPERTY DATA**

<b>Borough</b>	<b>Block Lot</b>	<b>Unit</b>	<b>Address</b>
QUEENS	15528 6 Entire Lot		13-16 BEACH CHANNEL DRIVE
<b>Property Type: COMMERCIAL REAL ESTATE</b>			
<b>Borough</b>	<b>Block Lot</b>	<b>Unit</b>	<b>Address</b>
QUEENS	15528 9 Entire Lot		13-24 BEACH CHANNEL DRIVE
<b>Property Type: COMMERCIAL REAL ESTATE</b>			



**DECLARATION OF INTEREST AND NOMINEE AGREEMENT**

THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT (this "Agreement") is made this April 25, 2022 by and between BCD HOUSING DEVELOPMENT FUND CORPORATION, a New York not-for-profit corporation, organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office at c/o Bowery Residents Committee, 131 West 25th Street, 12th Floor, New York, New York 10001 (the "HDFC") and BCD OWNER LLC, a New York limited liability company, having its office at c/o Camber Property Group LLC, 116 East 27th Street, 11th Floor, New York, NY 10016 (the "Company").

**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 the Company for the construction thereon of (i) a 147-unit supportive housing and affordable rental apartment building for individuals and families of low income and (ii) a 200-bed shelter for individuals experiencing homelessness (collectively, the "Project") in accordance with Article XI; and

WHEREAS, a portion of the development of the Project will be financed by certain loans made or to be made to the Company and certain loans may subsequently be made to the Company from time to time thereafter to finance and/or refinance the Property (collectively, the "Loans"); and

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

WHEREAS, on or before the date hereof the HDFC was authorized by its Board of Directors to acquire and hold legal or record title to the Property and the Project on behalf of and as nominee of the Company, and the Company 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 title of the Property were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of the Company. 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 the Company. Moreover, notwithstanding anything to the contrary in its certificate of incorporation, bylaws or other governing documents, the HDFC's sole purpose shall be to hold legal title to the Property solely for the benefit of the

Company. As a result, the parties hereby acknowledge and agree that the Company possesses all equitable and beneficial ownership interest in the Property, and will possess all equitable and beneficial ownership interest in the Project for all purposes (including federal income tax purposes), such that the Company, and not the HDFC shall have an:

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

(b) unconditional 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 and pay for property and liability insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the members of the Company and/or any mortgage lenders with respect to the Property and the Project, which coverage shall also include the mortgage lenders, the HDFC and Bowery Residents' Committee, Inc. ("BRC") as named or additional insureds and certificate holders;

(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, including all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim any tax credits, and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to 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 to claim all tax benefits, deductions and credits generated with respect to the Property and the Project, on its annual federal, state and local tax returns, including low income housing tax credits;

(k) unconditional and exclusive right to develop the Project and to rent-up, lease, operate, manage, finance and sell the Property and the Project;

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

(m) unconditional and exclusive right to enter into contracts, including but not limited to housing assistance payments contracts authorized under Section 8 of the United States Housing Act of 1937, for the receipt of rental or other governmental subsidy payments;

(n) unconditional obligation to bear the economic risk of loss under the Loans and for the repayment of principal and interest imposed on the HDFC under any of the documents in connection with the Loans.;

(o) unconditional and exclusive right to make all decisions to exercise all rights and to perform all obligations as declarant and/or unit owner pursuant to any condominium declaration and by laws to which the Property and Project is subject

(p) unconditional and exclusive right to cause the Project to be subjected to a condominium regime as determined by the Company and to serve as, and to exercise all rights and powers of, a declarant under a condominium declaration to and elect to convey beneficial ownership of any condominium units and to direct HDFC to execute any documents required related to such conveyance; and

(q) unconditional and exclusive right to enter into, and to have the HDFC's full cooperation in entering into, any easement agreements and to grant any and all easements in connection with the development and operation of the Property and the Project.

2. The HDFC hereby agrees to, at the direction of the Company, execute any and all documents necessary to grant to the financial institution or institutions making Loans to the Company, a mortgage or mortgages, and any similar security interests on the Property and the Project, as well as any documents (except for mortgage notes or any other notes), reasonably required by the Company to be executed by the HDFC in connection with the reconstruction of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, and provided further that all such mortgages and other documents shall be non-recourse to the HDFC and to BRC, as its sole member, and the only recourse for satisfaction of any obligations of the HDFC thereunder shall be to the HDFC's interest in the Property.

3. 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 the Company and shall, subject to the requirements of mortgages encumbering the Property, be immediately deposited in the Company's name in the Company accounts, including, but not limited to, liability, property, casualty and title insurance proceeds.

4. The HDFC has notified all interested third parties, and by its execution and delivery and the recordation of this Agreement further notifies such third parties, that pursuant to this Agreement the HDFC is acting solely as nominee of the Company with respect to the Project and the Property. The HDFC shall provide the Company with evidence of such notification reasonably satisfactory to the Company. The HDFC shall also obtain any written acknowledgments which are

necessary and advisable from all interested third parties with respect to the HDFC holding legal title to the Project and the Property as nominee of the Company.

5. The Company shall be the beneficial and equitable owner of the Project and the Property for all purposes (including Federal income tax purposes) and shall have all rights related thereto including, but not limited to, management rights and the right to receive all proceeds from the Project and the Property, including from rents and other moneys from leases, mortgages, pledges, sales, or other dispositions of the Project and the Property. In addition thereto, it shall be in the sole and absolute discretion of the Company to lease, finance, assign, encumber, transfer or sell the Property and/or Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith and any such lease, financing, assignment, encumbrance, transfer or sale shall not require any consent, approval or other action by HDFC; provided, however, that HDFC hereby agrees that it shall execute and deliver any such documentation, agreements, instruments or similar items as shall be requested by the Company in connection with any such assignment, encumbrance, transfer or sale, subject to any required governmental approvals. The HDFC shall have no right (and the Company shall have the unconditional and exclusive right) to any of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions and/or the right to claim any low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, and shall have no right to amortize capital costs and/or to claim any other federal or state tax benefits attributable to the Project.

6. (a) The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Company, and subject to any required governmental approvals, in each instance, and at the Company's reasonable expense, (i) to execute and deliver to the Company a deed (the "Deed") in proper recordable form transferring and conveying to the Company or its designee all of the HDFC's right, title and interest in and to the Property, and in connection therewith, to execute and deliver all agreements, documents and instruments necessary or advisable, and upon such delivery to the Company or its designee of the Deed, the HDFC would immediately cease all involvement with the Project and the Property and the HDFC and the Company will cooperate with one another to record a termination of this Agreement, (ii) to execute and deliver all agreements, documents and instruments necessary or advisable to effect any benefits arising in connection with and/or issued by the City of New York and/or County in which the Property is located, as applicable pursuant to the applicable provisions of the New York Real Property Tax Law or other applicable law in connection with the Project, and (iii) to execute any other documents required by such other government agency(ies) which may confer benefits to the Project and/or Property, as applicable.

(b) The HDFC hereby unconditionally and unequivocally constitutes and appoints the Company to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution either separately or jointly to execute and/or record (i) the Deed, and any other documents or instruments required to convey the Property and the Project on behalf of the HDFC, and (ii) any certificate sale documents, as applicable, in the name, place and stead of the HDFC with the same force and effect as if such Deed and/or certificate sale documents was executed and recorded by the HDFC.

(c) The parties agree that the HDFC's failure to comply with the provisions of this Agreement shall cause irreparable harm to the Company for which no adequate remedy at law will be available and, in addition to any other available remedies, the Company shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Agreement.

7. The HDFC agrees that the Company shall have all management authority and control over the Property and the Project with respect to, but not by way of limitation, entering into, performing and enforcing of all leases and other agreements with regard to the assignment, sale, transfer, conveyance, subletting, encumbrance and/or other disposition of the Property or any interest therein or otherwise, and any covenants concerning the Property and Project.

8. The HDFC covenants and agrees to perform all acts reasonably requested by the Company in regard to or arising from the ownership, management and/or operation of the Property, provided that the Company reimburses the HDFC for all of its reasonable out-of-pocket expenses in performing such acts.

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

(a) Despite the HDFC holding legal title to the Property, the Company shall have complete and exclusive possession and control of the Property and the Project and the HDFC shall not have any right to possess or control the Property or Project;

(b) The Company 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 and the Company is entitled to all tax benefits including depreciation and low income housing tax credits, with respect to the Property;

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

(d) Except pursuant to the express written direction of the Company, the HDFC shall not have any power, right and/or authority to encumber, sell, 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 sale, encumbrance, lien, right and/or interest purported to be undertaken, created, granted, permitted and/or resulting from any action or inaction of the HDFC in connection with the Property or the Project and/or any part or parts thereof without the Company's express written consent shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Company;

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

to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon the Company;

(f) [Intentionally omitted];

(g) The HDFC shall have no rights, powers and/or authority over, with respect to and/or in connection with the Property or Project or any part or parts thereof in any bankruptcy or other proceeding in which the Company may hereafter be a party, and no shareholder, officer, trustee, receiver, administrator, legal representative, regulator or creditor of the HDFC shall have any right, power and/or authority over, with respect to and/or in connection with the Property or Project or any part or parts thereof;

(h) No actions may be taken by the HDFC nor may the HDFC permit any other person to take any actions which relate to or will impact or affect the Property or Project or any part or parts thereof or any interest therein, except with the prior written consent of the Company, which may be withheld in its sole and absolute discretion. Further, any and all actions taken by the HDFC with respect to the Property or Project or any part or parts thereof shall be taken solely in its capacity as nominee for the Company and not for its own ends or purposes;

(i) The HDFC shall hold any policy of insurance with respect to the Property and Project and/or any parts thereof that may be issued to it, and all claims and payments to be received thereunder, solely for the benefit of the Company and will take such action under and with respect to such policy or policies as the Company may direct, but at the reasonable expense of the Company. For the avoidance of doubt, all insurance proceeds shall be payable directly to the Company. In the event there is an action in eminent domain, any award in respect thereof, including, without limitation, any settlement proceeds, shall be received by the HDFC as agent for the Company, and all proceeds in respect thereof shall, subject to the requirements of mortgages encumbering the Property, be paid to the Company directly by the governmental authority upon issuance of a letter of direction by the HDFC; provided, however, that to the extent any insurance or condemnation proceeds are paid to the HDFC, the HDFC shall, subject to the requirements of mortgages encumbering the Property, promptly remit to the Company any such proceeds received by the HDFC;

(j) The HDFC may make no settlement in respect of casualty or any taking in the nature of eminent domain without the express written authorization of the Company;

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

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

(m) The HDFC shall not, without the prior written consent of the Company and all financial institutions making Loans to the Company and holding a mortgage on the Property, commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or 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, or make any general assignment for the benefit of creditors, or take any action in furtherance of any of the foregoing; and

(n) 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 Company.

10. 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; provided, however, that the Company may assign its rights and/or obligations hereunder to an affiliate.

(e) Intentionally omitted.

(f) Unless otherwise specified, notices 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 following addresses:

Notices to the Company shall be sent to:

BCD OWNER LLC  
c/o Camber Property Group LLC  
116 East 27th Street, 11th Floor  
New York, NY 10016  
Attention: Rick Gropper

With a copy to:

Nixon Peabody LLP  
Tower 46

55 West 46th Street  
New York, NY 10036  
Attention: Aaron Yowell, Esq.

Notices to the HDFC shall be sent to:

BCD Housing Development Fund Corporation  
131 West 25<sup>th</sup> Street, 12<sup>th</sup> Floor  
New York, New York 10001  
Attn: Nicole Clare

(g) Unless otherwise specified, consents required to be given by any party to the others under this Agreement shall be in writing, given pursuant to the notice provisions and to the addresses set forth in Section 10(f).

(h) 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. All waivers must be given in writing and no party shall be deemed to have waived its rights hereunder without a writing specifically stating such waiver.

(i) 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 expressly provided in this Agreement or specifically authorized in writing by the party which will be responsible for the obligation.

(j) Any third party may rely on this Agreement with respect to the rights and obligations of the Company and the HDFC hereunder. Notwithstanding the foregoing, no party shall be deemed to be a third party beneficiary hereunder.

(k) [Intentionally omitted.]

(l) Notwithstanding anything contained herein to the contrary, if there is an Event of Default (as defined in any City, State or Federal loan documents, including but not limited to mortgages, regulatory agreements and financing commitments (each a "Government Financing Document")) under any Government Financing Document (as such term is defined herein), the HDFC shall have the right, following notice to the Company, to enter the Property and take such other actions with respect to the Property as may be necessary to cure the default as agent for and on behalf of the Company, provided that the Company or any party providing financing to the Project is not diligently acting to cure such default.

(m) This Agreement shall become effective as of the date hereof and shall continue in full force and effect for at least the longest term of any applicable regulatory agreement or for such longer term as may be permitted under New York State Law, or until terminated by mutual written agreement of the parties or otherwise terminated in accordance with the terms of this Agreement (and the HDFC and the Company will cooperate with one another to record a termination of this Agreement), or as required by New York State Law.

## 11. Indemnity




The Company shall defend (with counsel of the Company's choosing) the HDFC and BRC, indemnify the HDFC and BRC and hold the HDFC and BRC (and their agents, directors, officers and employees) harmless from and against, and pay, any liability, loss, damage and/or expense (including the reasonable attorneys' fees) actually incurred by the HDFC and/or BRC in connection with the Property, the Project, this Agreement, any other agreement relating to the Project, except in the case of the HDFC's or BRC's gross negligence, breach of this Agreement or willful misconduct. This indemnity shall survive any expiration or termination of this Agreement.

[signature page follows]

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

**BCD HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation

By:   
Name: Lawrence Rosenblatt  
Title: Vice President

**BCD OWNER LLC**,  
a limited liability company

By: **CPG BRC BCD VENTURES LLC**,  
a New York limited liability company,  
its sole member

By: **CPG BCD MEMBER LLC**,  
a New York limited liability company,  
its operating member

By: \_\_\_\_\_  
Name: Rick Gropper  
Title: Authorized Signatory

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

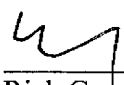
**BCD HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation

By: \_\_\_\_\_  
Name: Lawrence Rosenblatt  
Title: Vice President

**BCD OWNER LLC**,  
a limited liability company

By: **CPG BRC BCD VENTURES LLC**,  
a New York limited liability company,  
its sole member


By: **CPG BCD MEMBER LLC**,  
a New York limited liability company,  
its operating member

By:   
Name: Rick Gropper  
Title: Authorized Signatory

STATE OF NEW YORK )  
COUNTY OF New York ) SS:

On the 22nd day of April 2022, before me, the undersigned, a Notary Public in and or said State, personally appeared **Lawrence Rosenblatt**, 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.

TARIQ K. GEORGE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. D1GE6340718  
Qualified in Kings County  
My Commission Expires 04-25-2024

  
\_\_\_\_\_  
Notary Public  
Commission Expires: 04/25/2024

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) SS:

On the \_\_\_\_ day of \_\_\_\_\_ 2022, before me, the undersigned, a Notary Public in and or said State, personally appeared, **Rick Gropper**, 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  
Commission Expires:



**SCHEDULE A**

**(see attached legal description)**

# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274A-C-FA-Q

### AS TO PART OF OLD LOT 1:

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

**BEGINNING at a point on the Easterly side of Beach Channel Drive, distant 61.56 feet Northerly from the corner formed by the intersection of the Easterly side of Beach Channel Drive with the Northerly side of Mott Avenue, said point of beginning being where the Northerly line of land of William Wells intersects the Easterly side of Beach Channel Drive;**

**RUNNING THENCE Easterly on a line forming an interior angle of 107 degrees 03 minutes 12.9 seconds with the Easterly side of Beach Channel Drive a distance of 41.30 feet;**

**THENCE Northerly at right angles to the last described course, 4 feet;**

**THENCE Easterly at right angles to the last described course, 18.30 feet Actual (18.33 Tax map);**

**THENCE Southerly at right angles to the last described course, 4 feet;**

**THENCE Easterly at right angles to the last described course, 21.03 feet;**

**THENCE Northerly at right angles to the last described course, 31.14 feet;**

**THENCE Westerly parallel with Mott Avenue, 42 feet;**

**THENCE Westerly 41.18 feet to the Easterly side of Beach Channel Drive at a point distant 19.62 feet Northerly from the point or beginning when measured along the Easterly side of Beach Channel Drive;**

**THENCE Southerly along the Easterly side of Beach Channel Drive, 19.62 feet to the point or place of BEGINNING.**

# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274A-C-FA-Q

**AS TO LOT 5:**

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

**BEGINNING at a point on the Westerly side of Redfern Avenue, distant 91.14 feet Northerly from the corner formed by the intersection of the Westerly side of Redfern Avenue and the Northerly side of Mott Avenue;**

**RUNNING THENCE Northerly along the Westerly side of Redfern Avenue, 77.98 feet;**

**THENCE Westerly on a line forming an interior angle of 81 degrees 59 minutes 14.6 seconds with the westerly side of Redfern Avenue a distance of 78.59 feet;**

**THENCE Southwesterly on a line forming an interior angle of 126 degrees 29 minutes 20 seconds with the last described course a distance of 6.22 feet;**

**THENCE Westerly at right angles to the Easterly side of Beach Channel Drive, 78.42 feet to the Easterly side of Beach Channel Drive;**

**THENCE Southerly along the Easterly side of Beach Channel Drive, 40.29 feet;**

**THENCE Easterly on a straight line 41.18 feet to a point distant 123.95 feet Westerly from the point of beginning when measured on a line parallel with Mott Avenue;**

**THENCE Easterly parallel with Mott Avenue, 123.95 feet to the Westerly side of Redfern Avenue, the point or place of BEGINNING.**



# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274A-C-FA-Q

### PERIMETER DESCRIPTION:

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

**BEGINNING** at a point on the Westerly side of Redfern Avenue (60 feet wide), distant 91.14 feet Northerly from the corner formed by the intersection of the Westerly side of Redfern Avenue with Northerly side of Mott Avenue (60 feet wide) as said Avenues are shown on City Final Maps;

**RUNNING THENCE** Northerly along the Westerly side of Redfern Avenue, 79.98 feet Actual (77.98 feet Tax map) to a point;

**RUNNING THENCE** Westerly along a line forming an angle of 81 degrees 59 minutes 14.6 seconds on the Southwest with Westerly side of Redfern Avenue 78.59 feet to a point;

**RUNNING THENCE** Southwesterly along a line forming an angle of 126 degrees 29 minutes 20 seconds on the Southeast with the last mentioned course, 6.22 feet to a point;

**RUNNING THENCE** Westerly along a line forming an angle of 126 degrees 29 minutes 20 seconds on the Northwest with the last mentioned course and at right angles to the Easterly side of Beach Channel Drive (80 feet wide), 78.42 feet to the Easterly side Beach Channel Drive;

**RUNNING THENCE** Southerly along the Easterly side of Beach Channel Drive, 18.10 feet to a point;

**RUNNING THENCE** Southwesterly continuing along the Easterly side of Beach Channel Drive and along a line forming an angle of 207 degrees 06 minutes 52.5 seconds on the Southeast with the last mentioned course, 32.91 feet to a point;

**RUNNING THENCE** Southerly continuing along the Easterly side of Beach Channel Drive and along a line forming an angle of 152 degrees 53 minutes 7.5 seconds on the Northeast with the last mentioned course, 8.90 feet Actual (7.89 feet Tax map) to a point;

**RUNNING THENCE** Easterly along a line forming an angle of 107 degrees 03 minutes 13 seconds on the Northeast, with the Easterly side of Beach Channel Drive, 41.30 feet Actual (41.38 feet Tax map) to a point;

**RUNNING THENCE** Northerly at right angles to the last mentioned course, 4.00 feet to a point;

**RUNNING THENCE** Easterly at right angles to the last mentioned course, 18.30 feet Actual (18.33 feet Tax map) to a point;

**RUNNING THENCE** Southerly at right angles to the last mentioned course, 4.00 feet to a point;

**RUNNING THENCE** Westerly at right angles to the last mentioned course, 21.00 feet to a point;

# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274A-C-FA-Q

**RUNNING THENCE** Northerly at right angles to the last mentioned course, 31.14 feet Actual (31.17 feet Tax map) to a point being 90 feet North of the Northerly side of Mott Avenue;

**RUNNING THENCE** Easterly at right angles to the last mentioned course and parallel with the Northerly side of Mott Avenue and 90 feet North of Mott Avenue, 82.00 feet to the Westerly side of Redfern Avenue the point or place of BEGINNING.

# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274A-C-FA-Q  
AS TO LOT 6:

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

**BEGINNING at a point on the Easterly side of Beach Channel Drive (80 feet wide) distant 181.44 feet Actual (181.25 feet Deed) (181.34 feet Tax map) Southerly from the corner formed by the intersection of the South side of 50.0 feet right of way by the City of New York (Dix Avenue) with the Easterly side of Beach Channel Drive;**

**RUNNING THENCE Easterly at right angles to the Easterly side of Beach Channel Drive, 168.79 feet Actual (168.88 feet, deed) to the Westerly side of Redfern Avenue (60 feet wide);**

**THENCE Southerly along the Westerly side of Redfern Avenue (60 feet wide), 57.97 feet Actual (57.96 feet Deed);**

**THENCE Westerly North 67 degrees 31 minutes 00 seconds West on a line forming an interior angle of 98 degrees 00 minutes 44.5 seconds with the Westerly side of Redfern Avenue, 78.59 feet Actual (78.70 feet Deed);**

**THENCE Southwesterly South 58 degrees 58 minutes 20 seconds West on a line forming an exterior angle of 126 degrees 29 minutes 20 seconds with the preceding course, 6.22 feet;**

**THENCE Westerly North 67 degrees 31 minutes 00 seconds West on a line forming an interior angle of 126 degrees 29 minutes 20 seconds with the preceding course, 78.42 feet to the Easterly side of Beach Channel Drive;**

**THENCE Northerly along the Easterly side of Beach Channel Drive 62.40 feet to the point or place of BEGINNING.**

# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274A-C-FA-Q

### AS TO LOT 9:

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

**BEGINNING** at a point on the Easterly side of Beach Channel Drive (80 feet wide) formerly known as Regina Boulevard and formerly known as Sheridan Boulevard distant 114.71 feet, South of the corner formed by the intersection of the Easterly side of Beach Channel Drive with the Southerly side of Dix Place (as open and in use 50 feet wide);

**RUNNING THENCE** Easterly and parallel with said Southerly side of Dix Place a distance of 178.01 feet Actual (178.02 feet Deed) (178 feet Tax Map) to a point;

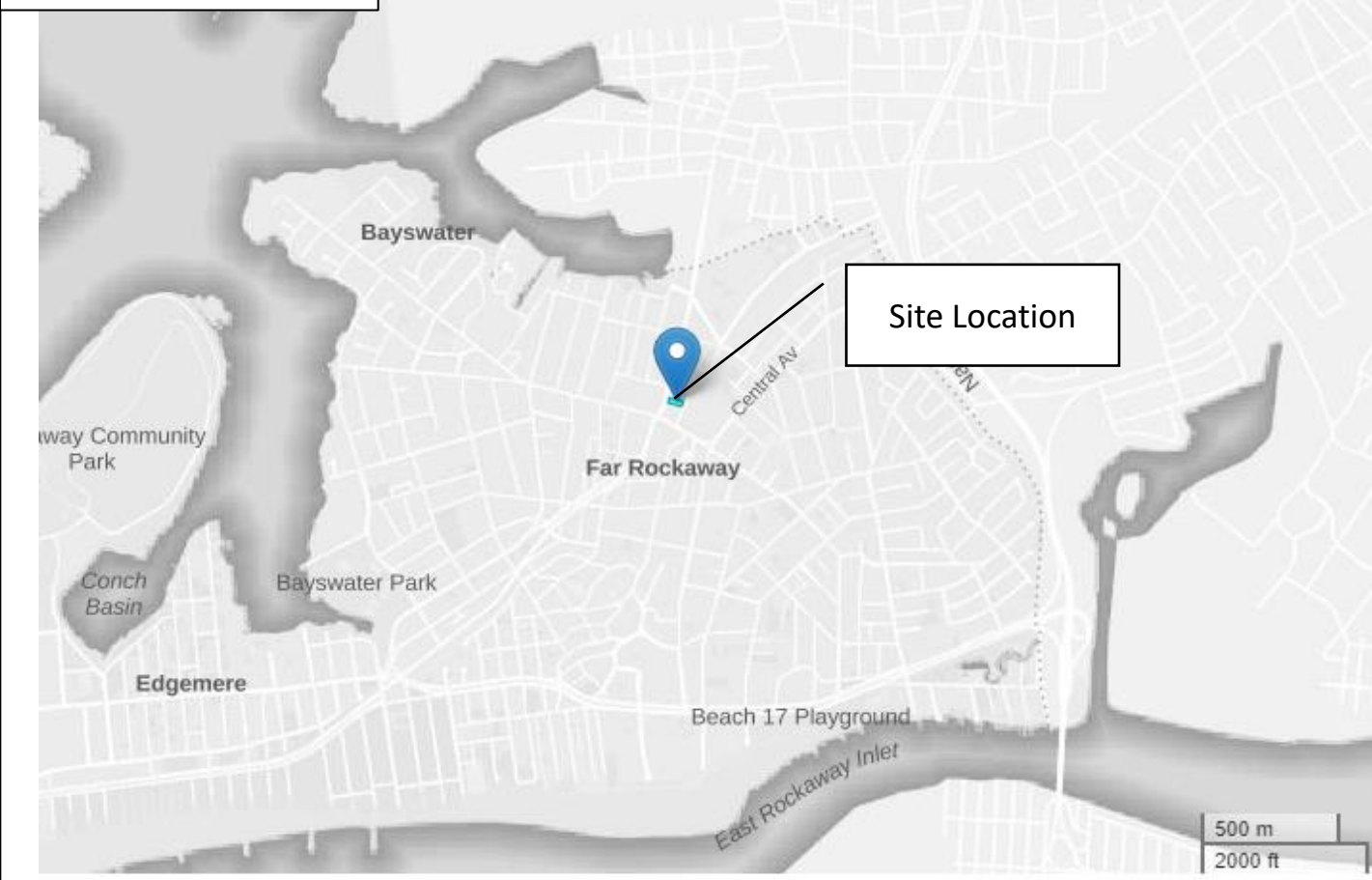
**THENCE** Southerly on a line forming an interior angle with the last mentioned course of 82 degrees 23 minutes 5 seconds a distance of 66.12 feet Actual (66.07 feet Deed) (66.03 feet Tax Map) to a point;

**THENCE** Westerly on a line forming an interior angle with the last mentioned course of 98 degrees 00 minutes 45.4 seconds a distance of 168.79 feet Actual (168.28 feet Deed) to the said Easterly side of Beach Channel Drive;

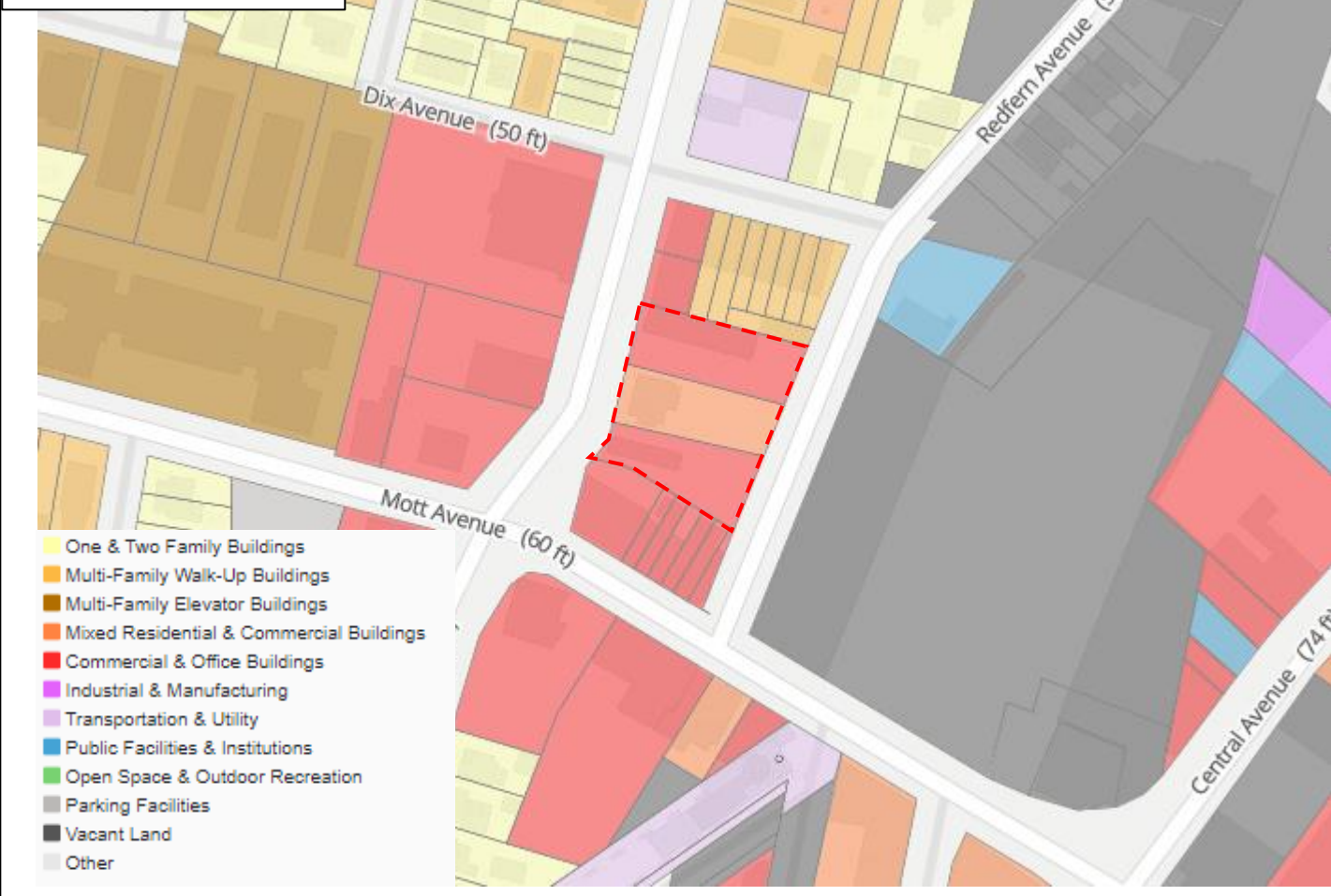
**THENCE** Northerly along said Easterly side of Beach Channel Drive a distance of 66.73 feet Actual (66.63 feet Tax Map) to point or place of BEGINNING.

**Attachment D:**  
**Survey to Support Requested Minor**  
**Modification in Site Acreage**

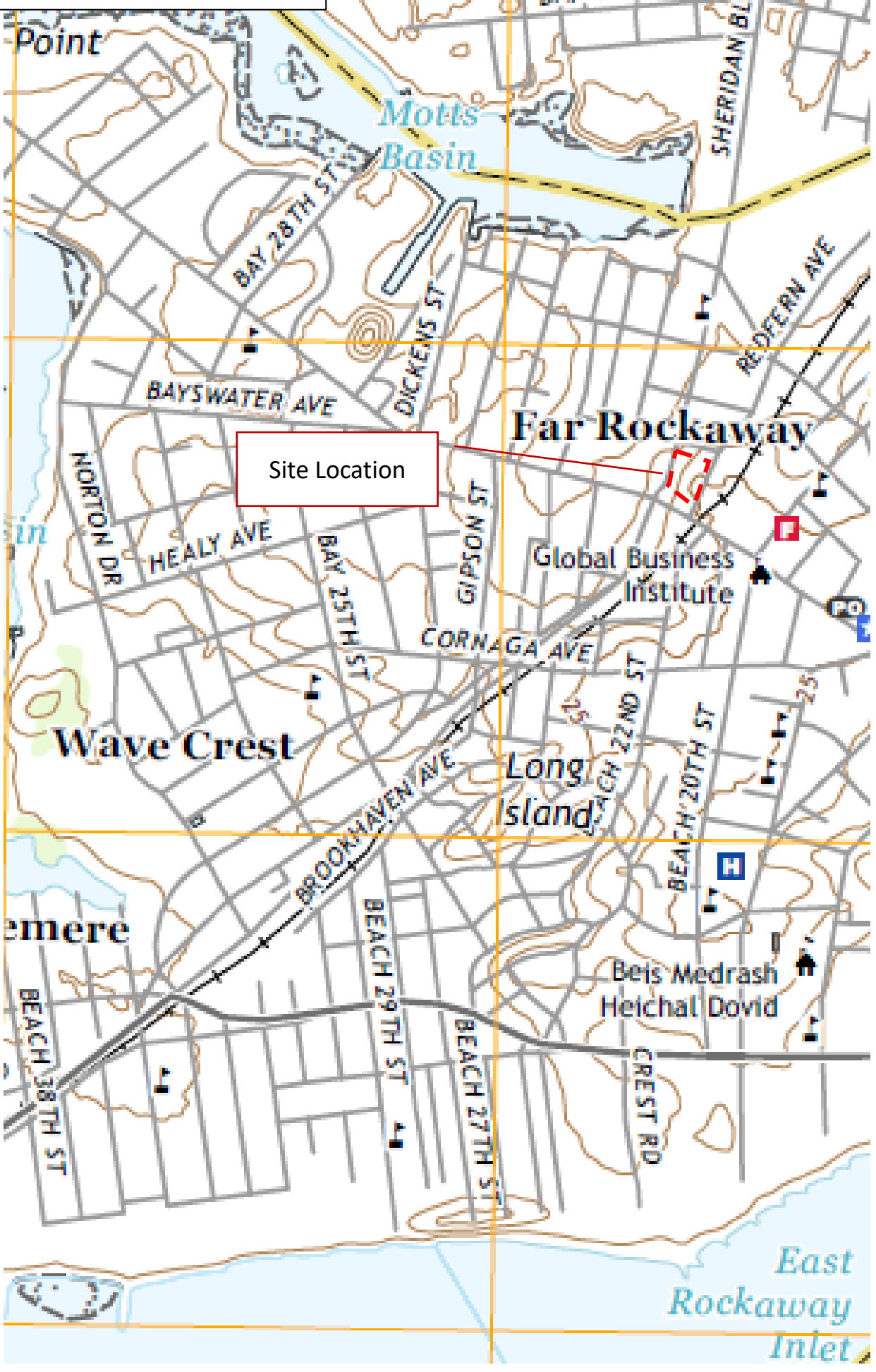
Site Location Map



Land Usage Map



Site Topographic Map



Legend

Site Boundaries



NOTES:

Base maps:

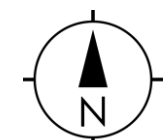
- Site Location Map - NYCOER SPEED Map
- Land Usage Map - NYC Planning ZoLa Map
- Topographic Map - USGS Far Rockaway Quadrangle Topo Map

SITE LOCATION, LAND USAGE, AND TOPOGRAPHIC MAPS

13-12 Beach Channel Drive, Far Rockaway, NY

EXHIBIT B

Project #:	15209
Drawn By:	CJC
Checked By:	GMC
Date:	2/11/21



Not to scale

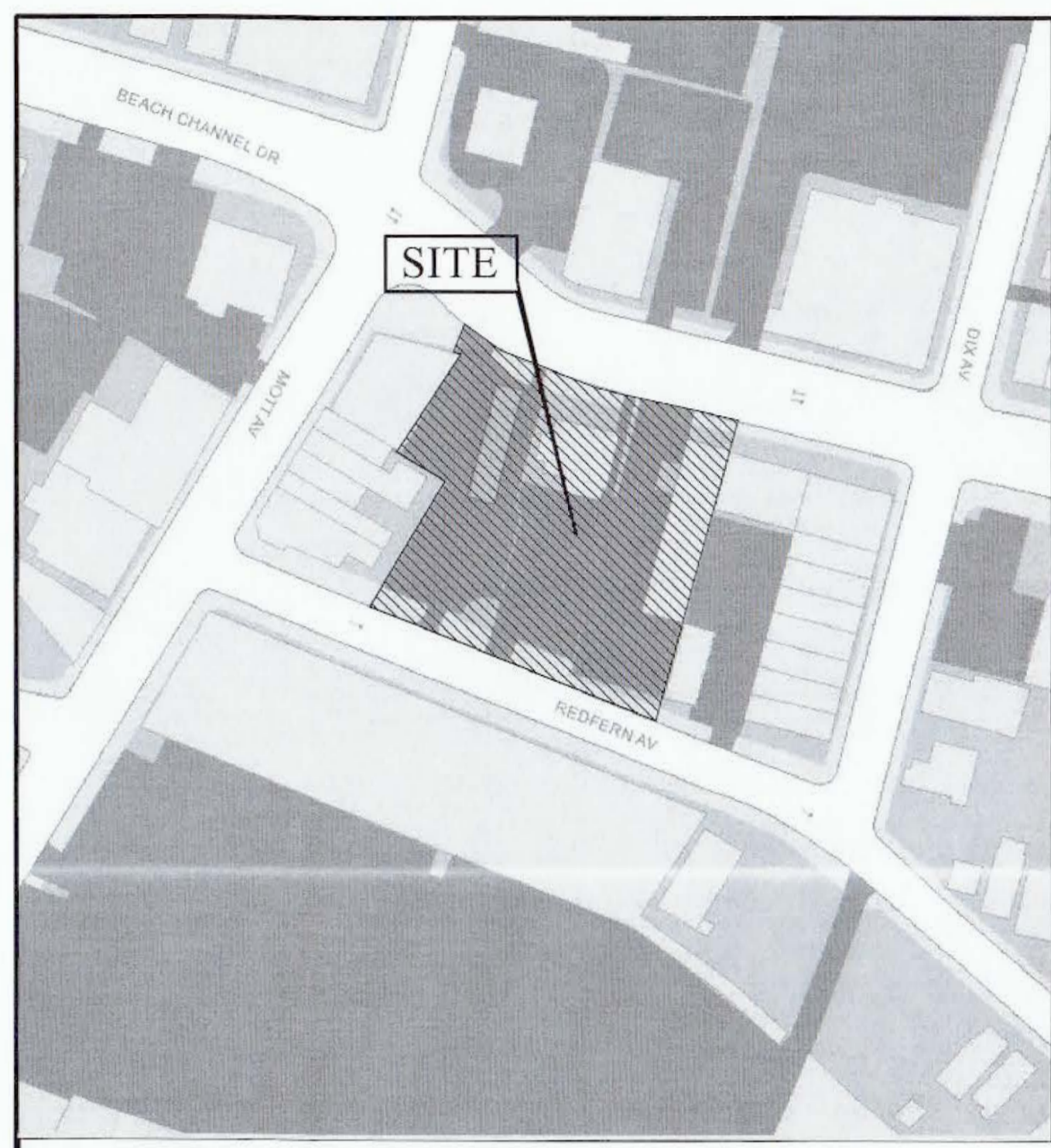
Revisions


IMPACT ENVIRONMENTAL CLOSURES, INC.

170 KEYLAND COURT  
BOHEMIA, NEW YORK 11716  
TEL (631) 269-8800  
FAX (631) 269-1599



# ALTA/NSPS LAND TITLE SURVEY



TITLE NO. 13274A-FA-Q  
TITLE NO. 13274B-FA-Q  
TITLE NO. 13274C-FA-Q

**PERIMETER DESCRIPTION  
PRESENT LOT 5**

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

**BEGINNING** at a point on the Westerly side of Redfern Avenue (80 feet wide), distant 91.14 feet Northerly from the corner formed by the intersection of the Westerly side of Redfern Avenue with Northerly side of Mott Avenue (80 feet wide) as said Avenues are shown on City Final Maps;

**RUNNING THENCE** Northerly along the Westerly side of Redfern Avenue, 79.98 feet Actual (77.98 feet Tax map) to a point;

**RUNNING THENCE** Westerly along a line forming an angle of 81 degrees 59 minutes 14.6 seconds on the Southwest with Westerly side of Redfern Avenue 78.59 feet to a point;

**RUNNING THENCE** Southwesterly along a line forming an angle of 126 degrees 29 minutes 20 seconds on the Southeast with the last mentioned course, 6.22 feet to a point;

**RUNNING THENCE** Westerly along a line forming an angle of 126 degrees 29 minutes 20 seconds on the Northwest with the last mentioned course and at right angles to the Easterly side of Beach Channel Drive (80 feet wide), 78.42 feet to the Easterly side Beach Channel Drive;

**RUNNING THENCE** Southerly along the Easterly side of Beach Channel Drive, 18.10 feet to a point;

**RUNNING THENCE** Southwesterly continuing along the Easterly side of Beach Channel Drive and along a line forming an angle of 207 degrees 06 minutes 52.5 seconds on the Southeast with the last mentioned course, 32.91 feet to a point;

**RUNNING THENCE** Southerly continuing along the Easterly side of Beach Channel Drive and along a line forming an angle of 152 degrees 53 minutes 7.5 seconds on the Northeast with the last mentioned course, 8.90 feet Actual (7.89 feet Tax map) to a point;

**RUNNING THENCE** Easterly along a line forming an angle of 107 degrees 03 minutes 13 seconds on the Northeast, with the Easterly side of Beach Channel Drive, 41.30 feet Actual (41.38 feet Tax map) to a point;

**RUNNING THENCE** Northerly at right angles to the last mentioned course, 4.00 feet to a point;

**RUNNING THENCE** Easterly at right angles to the last mentioned course, 18.30 feet Actual (18.33 feet Tax map) to a point;

**RUNNING THENCE** Southerly at right angles to the last mentioned course, 4.00 feet to a point;

**RUNNING THENCE** Westerly at right angles to the last mentioned course, 21.00 feet to a point;

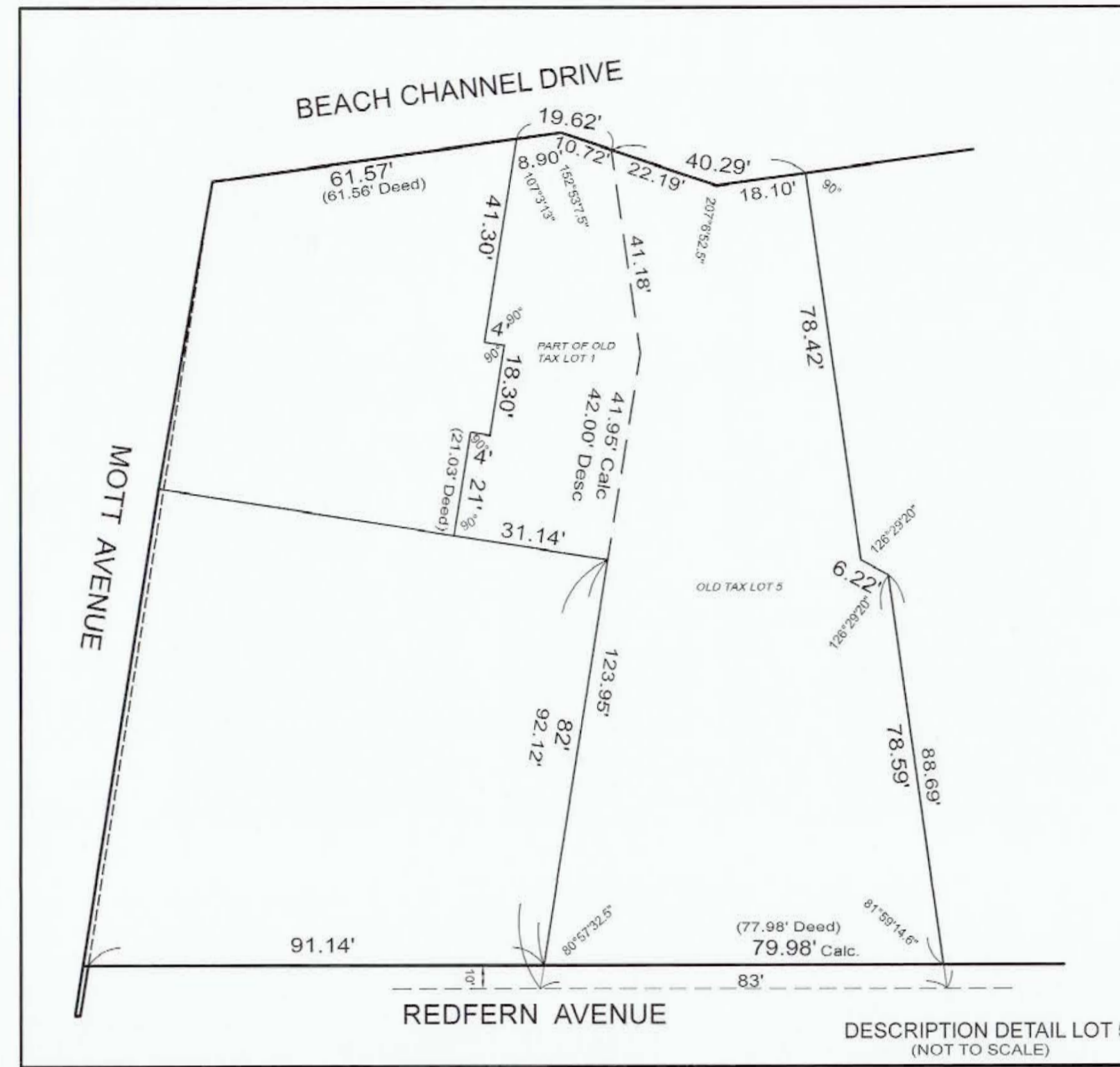
**RUNNING THENCE** Northerly at right angles to the last mentioned course, 31.14 feet Actual (31.17 feet Tax map) to a point being 90 feet North of the Northerly side of Mott Avenue;

**RUNNING THENCE** Easterly at right angles to the last mentioned course and parallel with the Northerly side of Mott Avenue, and 80 feet North of Mott Avenue, 82.00 feet to the Westerly side of Redfern Avenue the point or place of **BEGINNING**.

**FLOOD HAZARD NOTE**  
THE PARCEL SURVEYED IS COMPRISED OF AREAS DESIGNATED AS ZONE X (LESS THAN 1% CHANCE OF FLOODING) FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 3604F 0382 F EFFECTIVE DATE SEPTEMBER 5, 2007

**TOTAL PARCEL AREA=32,263 SQ. FT. or 0.740856 ACRE**

**TOTAL BUILDING FOOTPRINT AREA=6,863 SQ. FT.**



**LEGEND**

ASPH. ASPHALT	OP GUARD POLE	PR PEDESTRIAN RAMP	12" GAS MAIN WITH SIZE
BK BRICK	OV GAS VALVE	RET RETAINING	12" SEWER MAIN WITH SIZE
BSMT BASEMENT	IF IRON FENCE	RM RIM ELEVATION SEWER MANHOLE	12" WATER MAIN WITH SIZE
CC CURB CUT	INL CATCH BASIN INLET ELEVATION	SFCR STEEL FACED CURB ROUND	GATCH BASIN
CCR CONCRETE CURB ROUND	INV SEWER INVERT ELEVATION	STY STORY	ELECTRIC MANHOLE / VAULT
CD CELLAR DOOR	LP LIGHT POLE	TR TOP OF BANK ELEVATION	FIRE MANHOLE
CLF CHAIN LINK FENCE	MR MAIL BOX	TL TRAFFIC LIGHT	GAS MANHOLE
CC CATCH BASIN CLEAN OUT	MHU UNKNOWN MANHOLE	TEL TELEPHONE	SEWER MANHOLE
CONC CONCRETE	OF OIL FILL	TR TREE PIT	TELEPHONE MANHOLE
CWF CHAIN ROPE FENCE	P POLE	TJ TRAFFIC SIGN	WATER MANHOLE
CLW CELLAR WINDOW AREA	PL PLANK ELEVATION	TW ELEVATION AT TOP OF WALL	STEAM MANHOLE
DR DRAIN	PM PAVEMENT	UP UTILITY POLE	STEAM VAULT
EL ELEVATION	PM PARKING METER	VU VALVE UNKNOWN	HYDRANT
FB FIRE ALARM BOX	PMULT POLE MULTIPLE USAGE	VTU VAULT UNKNOWN	TREE WITH SIZE
FC FILL CAP	PEL ROOF ELEVATION	VP VENT PIPE	TRAFFIC FLOW
FEEL FLOOR ELEVATION	ME MONITORING WELL	WW WATER VALVE	

**NOTES:**

- BELOW GRADE ENCROACHMENTS AND VAULTS IF ANY NOT LOCATED
- THERE ARE 12 STRIPPED PARKING SPACES ON THE PREMISES.
- THE PREMISES IS SERVED BY GAS, WATER, ELECTRICITY, TELEPHONE AND SANITARY SEWER LINES INSTALLED IN STREET.
- THE PREMISES HAS ACCESS TO REDFERN AVENUE AND BEACH CHANNEL DRIVE.
- THERE IS NO EVIDENCE OF CONSTRUCTION OR EARTH MOVING.
- THERE IS NO EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINE AND NO EVIDENCE OF STREET OR SIDEWALK CONSTRUCTION OR REPAIR.
- NO EVIDENCE OF IRRELANDS OBSERVED.
- NO EVIDENCE OF CEMETERIES OR BURIAL GROUNDS FOUND.
- THE PROPERTY DESCRIBED HEREIN IS THE SAME PROPERTY DESCRIBED IN PRESTITLE TITLE AGENCY INC. COMMITMENT NO. 10216A-F.A.Q. 10216B-F.A.Q. 10216C-F.A.Q. WITH AN EFFECTIVE DATE OF AUGUST 25, 2020 AND AMENDED JANUARY 20, 2022.
- THE STREET ADDRESS OF THE SUBJECT PROPERTY IS 15-12, 15-14 & 15-24 BEACH CHANNEL DRIVE, QUEENS, NY.
- THE PERIMETER DESCRIPTION OF LOT 5 AND THE DESCRIPTIONS OF LOTS 6 AND 9 FORM MATHEMATICALLY CLOSED FIGURES.

**ZONING INFORMATION:**

ZONING DISTRICT: R6-RESIDENTIAL, DFR-DOWNTOWN FAR ROWWAY DISTRICT, C24-COMMERCIAL

**YARD REQUIREMENTS:**

FRONT YARD: NONE  
SIDE YARD: NONE  
REAR YARD: 30 FEET BEYOND 100 FEET OF STREET CORNER

**HEIGHT REQUIREMENTS:**

MAX. BUILDING HEIGHT: 125 FEET OR 12 STORIES

**LOT DIMENSIONS:**

MINIMUM LOT SIZE: 1,700 SQUARE FEET  
MINIMUM LOT WIDTH: 19 FEET

**LOT COVERAGE:**

100% FOR CORNER LOTS, 65% OTHER LOTS

**DENSITY REQUIREMENTS:**

FLOOR AREA RATIO (FAR): 2.44  
4.8 FOR INCLUSIONARY

**PARKING REQUIREMENTS:**

NONE REQUIRED FOR 100% AFFORDABLE HOUSING

THE ABOVE ZONING INFORMATION AS PER "DRACIO INTERNATIONAL" ZONING ANALYSIS REPORT DATED 2-10-2022, PROJECT # 2022446-01  
THIS SURVEYOR DOES NOT ASSUME ANY RESPONSIBILITY AS TO ACCURACY OR COMPLETENESS OF THIS INFORMATION.

**LEGAL DESCRIPTION**

**PRESENT TAX LOT 5:**

**AS TO PART OF OLD LOT 1:**

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

**BEGINNING** at a point on the Easterly side of Beach Channel Drive, distant 61.56 feet Northerly from the corner formed by the intersection of the Easterly side of Beach Channel Drive with the Northerly side of Mott Avenue, said point of beginning being where the Northerly line of land of William Wells intersects the Easterly side of Beach Channel Drive;

**RUNNING THENCE** Easterly on a line forming an interior angle of 107 degrees 03 minutes 12.9 seconds with the Easterly side of Beach Channel Drive a distance of 41.30 feet;

**THENCE** Northerly at right angles to the last described course, 4 feet;

**THENCE** Easterly at right angles to the last described course, 18.30 feet Actual (18.33 feet Tax map);

**THENCE** Southerly at right angles to the last described course, 4 feet;

**THENCE** Easterly at right angles to the last described course, 21.03 feet;

**THENCE** Northerly at right angles to the last described course, 31.14 feet;

**THENCE** Westerly parallel with Mott Avenue, 42 feet;

**THENCE** Westerly 41.18 feet to the Easterly side of Beach Channel Drive at a point distant 19.62 feet Northerly from the point or beginning when measured along the Easterly side of Beach Channel Drive;

**THENCE** Southerly along the Easterly side of Beach Channel Drive, 19.62 feet to the point or place of **BEGINNING**.

**AS TO LOT 5:**

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

**BEGINNING** at a point on the Westerly side of Redfern Avenue, distant 91.14 feet Northerly from the corner formed by the intersection of the Westerly side of Redfern Avenue and the Northerly side of Mott Avenue;

**RUNNING THENCE** Northerly along the Westerly side of Redfern Avenue, 77.98 feet;

**THENCE** WESTERLY on a line forming an interior angle of 81 degrees 59 minutes 14.6 seconds with the westerly side of Redfern Avenue a distance of 78.59 feet;

**THENCE** Southwesterly on a line forming an interior angle of 126 degrees 29 minutes 20 seconds with the last described course a distance of 6.22 feet;

**THENCE** Westerly at right angles to the Easterly side of Beach Channel Drive, 78.42 feet to the Easterly side of Beach Channel Drive;

**THENCE** Southerly along the Easterly side of Beach Channel Drive, 40.29 feet;

**THENCE** Easterly on a straight line 41.18 feet to a point distant 123.95 feet Westerly from the point of beginning when measured on a line parallel with Mott Avenue;

**THENCE** Easterly parallel with Mott Avenue, 123.95 feet to the Westerly side of Redfern Avenue, the point or place of **BEGINNING**.

**TAX LOT 6:**

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

**BEGINNING** at a point on the Easterly side of Beach Channel Drive (80 feet wide) distant 181.44 feet Actual (181.25 feet Deed) (181.34 feet Tax map) Southerly from the corner formed by the intersection of the South side of 50.0 feet right of way by the City of New York (Dix Avenue) with the Easterly side of Beach Channel Drive;

**RUNNING THENCE** Easterly at right angles to the Easterly side of Beach Channel Drive, 168.79 feet Actual (168.85 feet Deed) to the Westerly side of Redfern Avenue (60 feet wide);

**THENCE** Southerly along the Westerly side of Redfern Avenue (60 feet wide), 57.97 feet Actual (57.96 feet Deed);

**THENCE** Westerly North 67 degrees 31 minutes 00 seconds west on a line forming an interior angle of 98 degrees 00 minutes 44.5 seconds with the Westerly side of Redfern Avenue, 78.59 feet Actual (78.70 feet Deed);

**THENCE** Southwesterly South 58 degrees 58 minutes 20 seconds West on a line forming an interior angle of 125 degrees 29 minutes 20 seconds with the preceding course, 6.22 feet;

**THENCE** Westerly North 67 degrees 31 minutes 00 seconds West on a line forming an interior angle of 126 degrees 29 minutes 20 seconds with the preceding course, 78.42 feet to the Easterly side of Beach Channel Drive;

**THENCE** Northerly along the Easterly side of Beach Channel Drive 62.40 feet to the point or place of **BEGINNING**.

**SURVEYOR'S CERTIFICATE**

To: Prestige Title Agency, Inc., First American Title Insurance Company, Citibank, N.A. Its successors and/or assigns as their interests may appear, Wilmington Trust, National Association, BCD Owner LLC, BCD Shelter Owner LLC, BCD Housing Development Fund Corporation, New York City Department of Housing Preservation and Development and The City of New York, its successors and/or assigns.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a)(b), 7(a)(b)(1)(c), 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19 of Table A thereof. The fieldwork was completed on 11/05/2021.

Date: *11/05/2021*  
*Saeid Jallilvand*  
Saeid Jallilvand L.S., C.S.  
License No. 050236

**SCHEDULE B ITEMS**

No Survey Related Items.

**TAX LOT 9:**

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

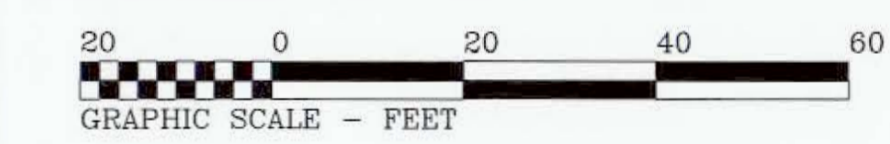
**BEGINNING** at a point on the Easterly side of Beach Channel Drive (80 feet wide) formerly known as Regina Boulevard and formerly known as Sheridan Boulevard distant 114.71 feet, South of the corner formed by the intersection of the Easterly side of Beach Channel Drive with the Southerly side of Dix Place (as open and in use 50 feet wide);

**RUNNING THENCE** Easterly and parallel with said Southerly side of Dix Place a distance of 178.01 feet Actual (178.02 feet Deed) (178 feet Tax map) to a point;

**THENCE** Southerly on a line forming an interior angle with the last mentioned course of 82 degrees 23 minutes 5 seconds a distance of 66.12 feet Actual (66.07 feet Deed) (66.03 feet Tax map) to a point;

**THENCE** Westerly on a line forming an interior angle with the last mentioned course of 98 degrees 00 minutes 44.5 seconds a distance of 168.79 feet Actual (168.78 feet Deed) to the said Easterly side of Beach Channel Drive;

**THENCE** Northerly along said Easterly side of Beach Channel Drive a distance of 66.73 feet Actual (66.83 feet Tax map) to the point or place of **BEGINNING**.



REV	DATE	DESCRIPTION	ck	REV	DATE	DESCRIPTION	ck
				A	11-05-21	ALTA-NSPS LAND TITLE SURVEY	

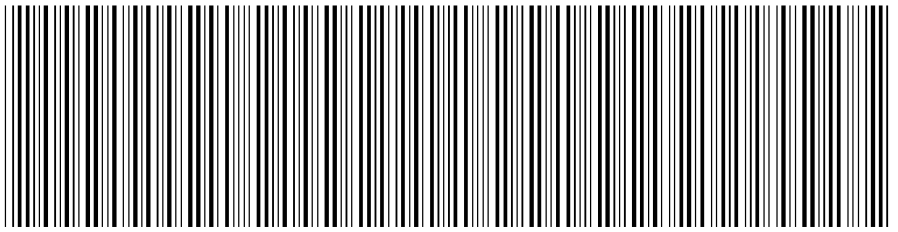
**MONTROSE**  
SURVEYING CO., LLP.  
CITY & LAND SURVEYORS  
116 20 METROPOLITAN AVE. • RICHMOND HILL, NY 11919-1000 • (718) 849-0600



CITY OF NEW YORK  
COUNTY: QUEENS  
TAX BLOCK 15528  
TAX LOT 5, 6 & 9  
SCALE: 1" = 20'

**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.



2022050200856006001EEA0F

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 8**

**Document ID: 2022050200856006**

Document Date: 04-25-2022

Preparation Date: 05-02-2022

Document Type: DEED

Document Page Count: 6

**PRESENTER:**

PRESTIGE TITLE AGENCY, INC.  
55 WEST 39TH STREET, 9TH FLOOR  
13274  
NEW YORK, NY 10018  
212-651-1200  
JWHITMORE@PRESTITLE.COM

**RETURN TO:**

NIXON PEABODY LLP  
55 W 46TH STREET  
NEW YORK, NY 10036  
Attn: Aaron J. Yowell, Esq

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
QUEENS	15528	9	Entire Lot	1324 BEACH CHANNEL DRIVE
<b>Property Type: COMMERCIAL REAL ESTATE</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

1324 BCD LLC  
3008 AVENUE J  
BROOKLYN, NY 11210

**GRANTEE/BUYER:**

BCD OWNER LLC  
116 EAST 27TH STREET, 11TH FLOOR  
NEW YORK, NY 10016

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: \$ 67.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 250.00

**NYC Real Property Transfer Tax:**

\$ 108,438.85

**NYS Real Estate Transfer Tax:**

\$ 26,854.75

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

**CITY OF NEW YORK**

Recorded/Filed 05-11-2022 14:55

City Register File No.(CRFN):

**2022000195855**

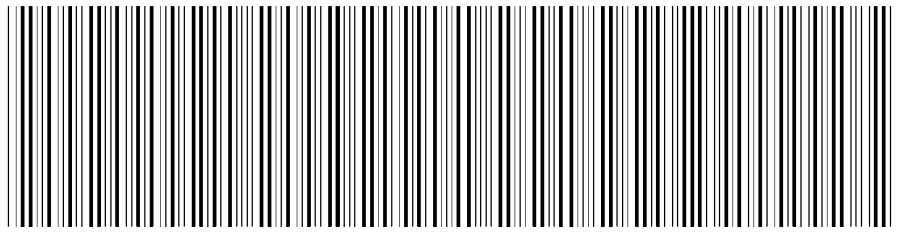


*Annette McMill*

**City Register Official Signature**



NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2022050200856006001CE88F

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 8**

**Document ID: 2022050200856006**  
Document Type: DEED

Document Date: 04-25-2022

Preparation Date: 05-02-2022

**PARTIES**

**GRANTOR/SELLER:**  
DG PROPERTIES 1 LLC  
3008 AVENUE J  
BROOKLYN, NY 11210-3838

**PARTIES**

**GRANTEE/BUYER:**  
BCD HOUSING DEVELOPMENT FUND  
CORPORATION  
131 WEST 25TH FLOOR  
NEW YORK, NY 10001

**Bargain and Sale Deed**

Without Covenants Against Grantor's Acts

**1324 BCD LLC, as to 90%**

and

**DG PROPERTIES 1 LLC, as to 10%**

Grantor

to

**BCD HOUSING DEVELOPMENT FUND CORPORATION, as nominee for BCD Owner  
LLC**

Grantee

SECTION: 59  
BLOCK: 15528  
LOT: 9  
COUNTY: Queens

**RECORD AND RETURN TO:**

Nixon Peabody LLP  
55 W 46th Street  
New York, NY 10036  
Attn: Aaron J. Yowell, Esq.  
T (212) 940-3161  
F (866) 741-0715

Email: [ayowell@nixonpeabody.com](mailto:ayowell@nixonpeabody.com)

**Bargain and Sale Deed**

THIS INDENTURE, made as of the 25 day of April, 2022 between 1324 BCD LLC, a New York limited liability company, having an address at 3008 Avenue J, Brooklyn, New York 11210, as to a 90% interest, and DG Properties 1 LLC a New York limited liability company, having an address at 3008 Avenue J, Brooklyn, New York 11210, as to a 10% interest, each holding their respective interests as tenants in common (collectively "Grantor") and BCD Housing Development Fund Corporation, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its principal office at c/o Bowery Residents' Committee, Inc., 131 West 25<sup>th</sup> Floor, New York, New York 10001, as nominee for BCD Owner LLC, a New York limited liability company, having an address at 116 East 27<sup>th</sup> Street, 11th Floor, New York, New York 10016 ("Grantee").

W I T N E S S E T H:

That Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever, all that plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Queens, County of Queens, City and State of New York (the "Premises"), as more particularly described on Exhibit A annexed hereto and made a part hereof.

SAID Premises being and intended to be the same premises conveyed to Grantor by deed from 1324 BCD LLC, dated April 25, 2022, and being submitted for recording in the Office of the City Register of the City of New York immediately prior to the recording of this deed.

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

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

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]

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

**GRANTOR:**

1324 BCD LLC,  
a New York limited liability company

By: 

Name: Steven Vegh  
Title: Authorized Signatory

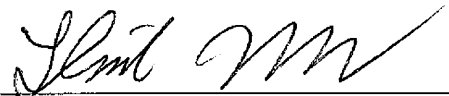
DG PROPERTIES 1 LLC,  
a New York limited liability company

By: 

Name: Mordechai Koslowitz  
Title: Authorized Signatory

STATE OF *New York* )  
 )  
COUNTY OF *Nassau* ) ss.:


On the *28<sup>th</sup>* day of March in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Vegh, 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 (SEAL)

STATE OF *New York* )  
 )  
COUNTY OF *Nassau* )

**DANIEL J MULLER**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MU6323809  
Qualified in Nassau County

On the *28<sup>th</sup>* day of March in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Mordechai Koslowitz, 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 (SEAL)

**DANIEL J MULLER**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MU6323809  
Qualified in Nassau County  
My Commission Expires 04-27-2023

# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274C-FA-Q

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

**BEGINNING at a point on the Easterly side of Beach Channel Drive (80 feet wide) formerly known as Regina Boulevard and formerly known as Sheridan Boulevard distant 114.71 feet, South of the corner formed by the intersection of the Easterly side of Beach Channel Drive with the Southerly side of Dix Place (as open and in use 50 feet wide);**

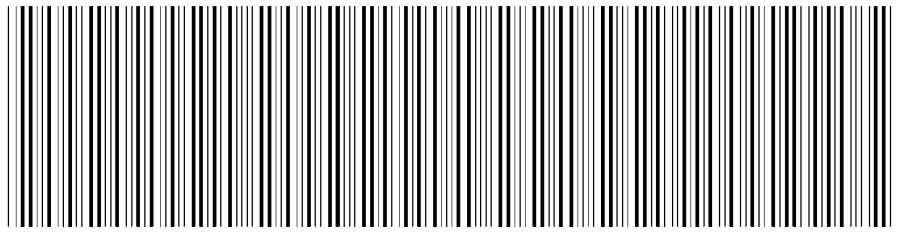
**RUNNING THENCE Easterly and parallel with said Southerly side of Dix Place a distance of 178.02 feet to a point;**

**THENCE Southerly on a line forming an interior angle with the last mentioned course of 82 degrees 23 minutes 5 seconds a distance of 66.07 feet (description) 66.03 feet (actual) to a point;**

**THENCE Westerly on a line forming an interior angle with the last mentioned course of 98 degrees 00 minutes 45.4 seconds a distance of 169.28 feet to the said Easterly side of Beach Channel Drive;**

**THENCE Northerly along said Easterly side of Beach Channel Drive a distance of 66.73 feet to point or place of BEGINNING.**

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2022050200856006001S248E

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2022050200856006**  
Document Type: DEED

Document Date: 04-25-2022

Preparation Date: 05-02-2022

**ASSOCIATED TAX FORM ID:** 2022030800992

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING  
RP - 5217 REAL PROPERTY TRANSFER REPORT

1  
1





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: QUEENS                      BLOCK: 15528                      LOT: 9
- (2) Property Address: 1324 BEACH CHANNEL DRIVE, QUEENS, NY 11691
- (3) Owner's Name:                      BCD OWNER LLC
- Additional Name:                      BCD HOUSING DEVELOPMENT FUND CORPORATION

### 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](http://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:

FOR CITY USE ONLY

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

C3. Book OR C5. CRFN  C4. Page



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

**PROPERTY INFORMATION**

1. Property Location  1324 BEACH CHANNEL DRIVE QUEENS 11691  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  BCD OWNER LLC  
 LAST NAME / COMPANY FIRST NAME

BCD HOUSING DEVELOPMENT FUND CORPORATION  
 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  1324 BCD LLC  
 LAST NAME / COMPANY FIRST NAME

DG PROPERTIES I 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  9 / 23 / 2020  
 Month Day Year

11. Date of Sale / Transfer  4 / 25 / 2022  
 Month Day Year

12. Full Sale Price \$  4,012,630  
 ( 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, W 16. Total Assessed Value (of all parcels in transfer)  1,867,500

17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )  
 QUEENS 15528 9

**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 116 EAST 27TH STREET, 11TH FLOOR		DATE	LAST NAME		FIRST NAME
STREET NUMBER NEW YORK	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER	
CITY OR TOWN	STATE NY	ZIP CODE 10016	SELLER SIGNATURE		DATE

**SELLER**



**Form: Real Property Transfer Report (RP-5217)**

**Transaction: DEED - TRANSFER OF:**

13-24 Beach Channel Drive, Far Rockaway, New York [Block: 15528 Lot: 9]

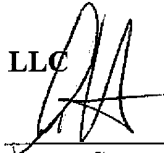
Signature Rider

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 I 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.

**SELLER:**

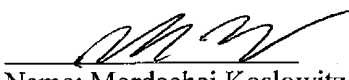
**1324 BCD LLC**

By:

  
\_\_\_\_\_  
Name: Steven Vegh  
Title: Authorized Signatory

**DG PROPERTIES 1 LLC**

By:

  
\_\_\_\_\_  
Name: Mordechai Koslowitz  
Title: Authorized Signatory


[Buyer Signature Page – RP-5217NYC]

**BUYER**

**BCD OWNER LLC,**  
a New York limited liability company

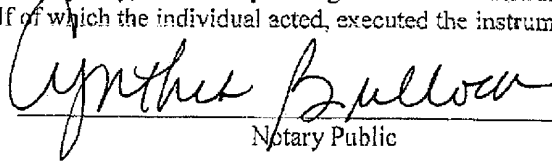
By: **CPG BRC BCD VENTURES LLC,**  
a New York limited liability company,  
its sole member

By: **CPG BCD MEMBER LLC,**  
a New York limited liability company,  
its operating member

By:   
Name: Rick Gropper  
Title: Authorized Signatory

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

On this 5th day of April, 2022, before me, the undersigned, personally appeared **Rick Gropper**, 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.

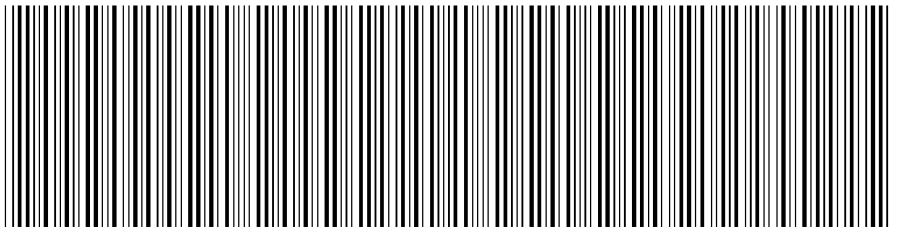
  
Notary Public

CYNTHIA BULLOCK  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BU6255845  
Qualified in Kings County  
My Commission Expires 02-13-2024



**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.



2022050200856005001EEA4B

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 8**

**Document ID: 2022050200856005**

Document Date: 04-25-2022

Preparation Date: 05-02-2022

Document Type: DEED

Document Page Count: 6

**PRESENTER:**

PRESTIGE TITLE AGENCY, INC.  
55 WEST 39TH STREET, 9TH FLOOR  
13274  
NEW YORK, NY 10018  
212-651-1200  
JWHITMORE@PRESTITLE.COM

**RETURN TO:**

NIXON PEABODY LLP  
55 W 46TH STREET  
NEW YORK, NY 10036  
Attn: Aaron J. Yowell, Esq

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
QUEENS	15528	6	Entire Lot	1316 BEACH CHANNEL DRIVE
<b>Property Type: COMMERCIAL REAL ESTATE</b>				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

WRA 1316 LLC  
3008 AVENUE J  
BROOKLYN, NY 11210

**GRANTEE/BUYER:**

BCD OWNER LLC  
116 EAST 27TH STREET, 11TH FLOOR  
NEW YORK, NY 10016

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: \$ 67.00

Affidavit Fee: \$ 0.00

**Filing Fee:**

\$ 250.00

**NYC Real Property Transfer Tax:**

\$ 93,359.84

**NYS Real Estate Transfer Tax:**

\$ 23,120.50

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

**CITY OF NEW YORK**

Recorded/Filed 05-11-2022 14:55

City Register File No.(CRFN):

**2022000195854**

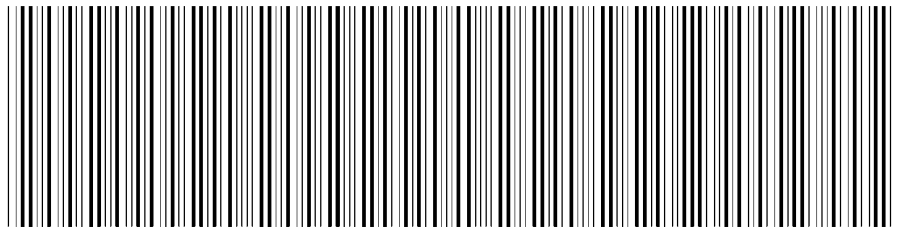


*Annette McMill*

**City Register Official Signature**



NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2022050200856005001CE8CB

**RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)**

**PAGE 2 OF 8**

**Document ID: 2022050200856005**  
Document Type: DEED

Document Date: 04-25-2022

Preparation Date: 05-02-2022

**PARTIES**

**GRANTOR/SELLER:**  
DG PROPERTIES 1 LLC  
3008 AVENUE J  
BROOKLYN, NY 11210

**PARTIES**

**GRANTEE/BUYER:**  
BCD HOUSING DEVELOPMENT FUND  
CORPORATION  
131 WEST 25TH FLOOR  
NEW YORK, NY 10001

**Bargain and Sale Deed**

Without Covenants Against Grantor's Acts

**WRA 1316 LLC, as to 90%**

and

**DG PROPERTIES 1 LLC, as to 10%**

Grantor

to

**BCD HOUSING DEVELOPMENT FUND CORPORATION, as nominee for BCD Owner  
LLC  
Grantee**

SECTION: 59  
BLOCK: 15528  
LOT: 6  
COUNTY: Queens

**RECORD AND RETURN TO:**

Nixon Peabody LLP  
55 W 46th Street  
New York, NY 10036  
Attn: Aaron J. Yowell, Esq.  
T (212) 940-3161  
F (866) 741-0715

Email: [ayowell@nixonpeabody.com](mailto:ayowell@nixonpeabody.com)

**Bargain and Sale Deed**

THIS INDENTURE, made as of the 25 day of April, 2022 between WRA 1316 LLC, a New York limited liability company, having an address at 3008 Avenue J, Brooklyn, New York 11210, as to a 90% interest, and DG Properties 1 LLC a New York limited liability company, having an address at 3008 Avenue J, Brooklyn, New York 11210, as to a 10% interest, each holding their respective interests as tenants in common (collectively "Grantor") and BCD Housing Development Fund Corporation, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its principal office at c/o Bowery Residents' Committee, Inc., 131 West 25<sup>th</sup> Floor, New York, New York 10001, as nominee for BCD Owner LLC, , a New York limited liability company, having an address at 116 East 27th Street, 11th Floor, New York, New York 10016 ("Grantee").

W I T N E S S E T H:

That Grantor, in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by Grantee, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever, all that plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Queens, County of Queens, City and State of New York (the "Premises"), as more particularly described on Exhibit A annexed hereto and made a part hereof.

SAID Premises being and intended to be the same premises conveyed to Grantor by deed from WRA 1316 LLC, dated April 25 2022, and being submitted for recording in the Office of the City Register of the City of New York immediately prior to the recording of this deed.

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

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

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

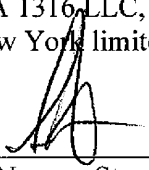
AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements at the Premises and will 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]

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

**GRANTOR:**

WRA 1316 LLC,  
a New York limited liability company

By:  \_\_\_\_\_  
Name: Steven Vegh  
Title: Authorized Signatory

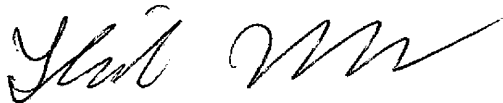
DG PROPERTIES 1 LLC,  
a New York limited liability company

By:  \_\_\_\_\_  
Name: Mordechai Koslowitz  
Title: Authorized Signatory

STATE OF *New York* )  
COUNTY OF *Nassau* ) ss.:

On the 25<sup>th</sup> day of March in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Vegh, 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.

DANIEL J MULLER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MU6323809  
Qualified in Nassau County  
My Commission Expires 04-27-2023

  
\_\_\_\_\_  
Notary Public (SEAL)

STATE OF *NY* )  
COUNTY OF *Nassau* ) ss.:

On the 25 day of March in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Mordechai Koslowitz, 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.

DANIEL J MULLER  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MU6323809  
Qualified in Nassau County  
My Commission Expires 04-27-2023

  
\_\_\_\_\_  
Notary Public (SEAL)

# PRESTIGE TITLE AGENCY, INC.

## SCHEDULE A (Description)

Title Number: 13274B-FA-Q

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

**BEGINNING at a point on the Easterly side of Beach Channel Drive (80 feet wide) distant 181.25 feet Southerly from the corner formed by the intersection of the South side of 50.0 feet, deed (181.34 feet tax map) right of way by the City of New York (Dix Avenue) with the Easterly side of Beach Channel Drive;**

**RUNNING THENCE Easterly at right angles to the Easterly side of Beach Channel Drive, 168.88 feet, deed (168.79 feet tax map) to the Westerly side of Redfern Avenue (60 feet wide);**

**THENCE Southerly along the Westerly side of Redfern Avenue (60 feet wide), 57.96 feet;**

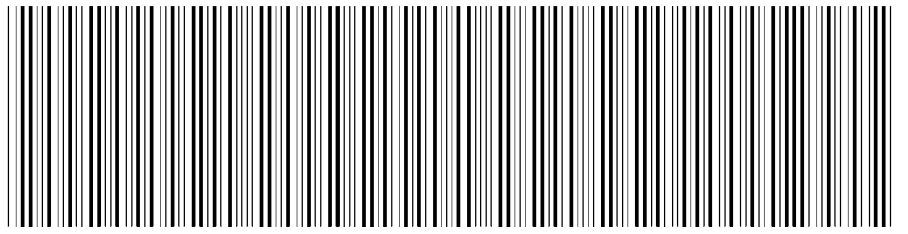
**THENCE Westerly North 67 degrees 31 minutes 00 seconds West on a line forming an interior angle of 98 degrees 00 minutes 44.5 seconds with the Westerly side of Redfern Avenue, 78.70 feet, deed (78.59 feet tax map);**

**THENCE Southwesterly South 58 degrees 58 minutes 20 seconds West on a line forming an exterior angle of 126 degrees 29 minutes 20 seconds with the preceding course, 6.22 feet;**

**THENCE Westerly North 67 degrees 31 minutes 00 seconds West on a line forming an interior angle of 126 degrees 29 minutes 20 seconds with the preceding course, 78.42 feet to the Easterly side of Beach Channel Drive;**

**THENCE Northerly along the Easterly side of Beach Channel Drive 62.40 feet to the point or place of BEGINNING.**

NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER



2022050200856005001S24CA

**SUPPORTING DOCUMENT COVER PAGE**

**PAGE 1 OF 1**

**Document ID: 2022050200856005**  
Document Type: DEED

Document Date: 04-25-2022

Preparation Date: 05-02-2022

**ASSOCIATED TAX FORM ID:** 2022030800980

**SUPPORTING DOCUMENTS SUBMITTED:**

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING  
RP - 5217 REAL PROPERTY TRANSFER REPORT

1  
1





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  1316  BEACH CHANNEL DRIVE  QUEENS  11691  
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name  BCD OWNER LLC   
 LAST NAME / COMPANY FIRST NAME

BCD HOUSING DEVELOPMENT FUND CORPORATION   
 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

5. Deed Property Size  FRONT FEET X  DEPTH OR  ACRES

8. Seller Name  WRA 1316 LLC   
 LAST NAME / COMPANY FIRST NAME

DG PROPERTIES 1 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  9 / 23 / 2020  
 Month Day Year

11. Date of Sale / Transfer  4 / 25 / 2022  
 Month Day Year

12. Full Sale Price \$  3 4 5 4 4 1 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)  3 1 1 8 5 0

17. Borough, Block and Lot / Roll Identifier(s) ( If more than three, attach sheet with additional identifier(s) )  
 QUEENS 15528 6

**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
116 EAST 27TH STREET, 11TH FLOOR				
STREET NUMBER	STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
NEW YORK				
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE
	NY	10016		

### 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.

#### BUYERS

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

#### SELLERS

_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date
_____ Seller Signature	_____ Date

**Form: Real Property Transfer Report (RP-5217)**

**Transaction: DEED - TRANSFER OF:**

13-16 Beach Channel Drive, Far Rockaway, New York [Block: 15528 Lot: 6]

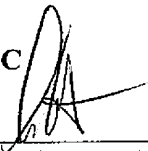
Signature Rider

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 I 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.

**SELLER:**

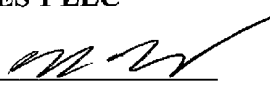
**WRA 1316 LLC**

By:

  
\_\_\_\_\_  
Name: Steven Vegh  
Title: Authorized Signatory

**DG PROPERTIES 1 LLC**

By:

  
\_\_\_\_\_  
Name: Mordechai Koslowitz  
Title: Authorized Signatory


[Buyer Signature Page – RP-5217NYC]

**BUYER**

**BCD OWNER LLC,**  
a New York limited liability company

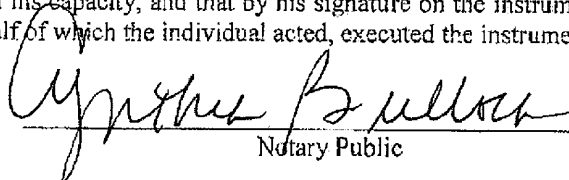
By: **CPG BRC BCD VENTURES LLC,**  
a New York limited liability company,  
its sole member

By: **CPG BCD MEMBER LLC,**  
a New York limited liability company,  
its operating member

By:   
Name: Rick Gropper  
Title: Authorized Signatory

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


On this 5th day of April, 2022, before me, the undersigned, personally appeared **Rick Gropper**, 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

CYNTHIA BULLOCK  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BU6255845  
Qualified in Kings County  
My Commission Expires 02-13-2024

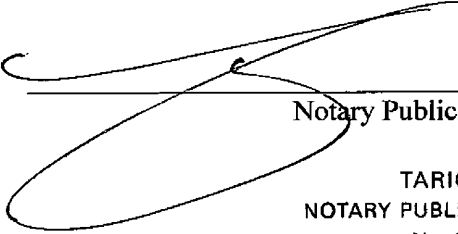
**BUYER**

**BCD HOUSING DEVELOPMENT FUND CORPORATION**, a New York not-for-profit corporation

By:   
Name: Lawrence Rosenblatt  
Title: Vice President

STATE OF NEW YORK    )  
                                  )SS.:  
COUNTY OF New York )

On the 22nd day of April, 2022, before me, the undersigned, personally appeared **Lawrence Rosenblatt**, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public:

TARIQ K. GEORGE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01GE6340718  
Qualified in Kings County  
My Commission Expires 04-25-2024