



**Department of  
Environmental  
Conservation**

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

**Please refer to the attached instructions for guidance on completing this application.**

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

### **PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION**

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

<input type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached?      Yes <input checked="" type="radio"/>      No <input type="radio"/></p> <p>b. <input checked="" type="checkbox"/> Change in ownership      <input checked="" type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached?      Yes <input checked="" type="radio"/>      No <input type="radio"/>      Submitted on: _____</p>
<input type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:

The Site's ownership has changed. The new fee owner is now East House Canal Street Housing Development Fund Corporation ("HDFC"). The Site's original owner, 67-89 Canal LLC, transferred the Site to the HDFC on June 16, 2022. See Exhibit A - Deed. East House Canal Street LLC is the beneficial owner of the BCP Site and remains the sole volunteer for the BCP Site. Therefore, this change of ownership has no impact on the remediation of the Site. Please see Exhibit B for the Unanimous Consent and Exhibit C for the Site Access Agreement.

**SECTION I: CURRENT AGREEMENT INFORMATION***This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: Canal Street Manufacturing Site	BCP SITE CODE: C828206
NAME OF CURRENT APPLICANT(S): East House Canal Street LLC	
INDEX NUMBER OF AGREEMENT: C828206-06-18	DATE OF ORIGINAL AGREEMENT: 07/26/2018

**SECTION II: NEW REQUESTOR INFORMATION***Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME:				
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR CONTACT:				
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR'S CONSULTANT:		CONTACT:		
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
REQUESTOR'S ATTORNEY:		CONTACT:		
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:	EMAIL:			
			<b>Y</b>	<b>N</b>
1. Is the requestor authorized to conduct business in New York State?			<input type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?			<input type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?			<input type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?			N/A <input type="radio"/>	<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants:				

**SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION***Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is: <input type="checkbox"/> Existing Applicant <input type="checkbox"/> New Applicant <input checked="" type="checkbox"/> Non-Applicant	
OWNER'S NAME: East House Canal Street Housing Development Fund Corporation	CONTACT: Scott Moquin
ADDRESS: 259 Monroe Avenue, Suit 200	
CITY/TOWN: Rochester	ZIP CODE: 14607
PHONE: (585) 238-4800	EMAIL: smoquin@easthouse.org
OPERATOR: East House Canal Street LLC	CONTACT: Gregory J. Soehner
ADDRESS: 259 Monroe Avenue, Suite 200	
CITY/TOWN: Rochester, NY	ZIP CODE: 14507
PHONE:	EMAIL: gsoehner1@easthouse.org

**SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION***Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
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 or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
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 or contaminants?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>
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?	<input type="radio"/>	<input type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
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?		<input type="radio"/>	<input type="radio"/>
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?		<input type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?		<input type="radio"/>	<input type="radio"/>
12. 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:			
<input type="checkbox"/> <b>PARTICIPANT</b>  A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input 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 disposal of a 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 they have 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.  <b>If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.</b>		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?		N/A <input type="radio"/>	Y <input type="radio"/> N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply):  <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. 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 being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?		N/A <input type="radio"/>	Y <input type="radio"/> N <input type="radio"/>

**SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES**

*Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.*

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS:

CITY/TOWN

ZIP CODE:

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


2. Requested change (check appropriate boxes below):

☐

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

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


TOTAL ACREAGE TO BE ADDED: \_\_\_\_\_

☐

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


TOTAL ACREAGE TO BE REMOVED: \_\_\_\_\_

☐

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

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE


3. TOTAL REVISED SITE ACREAGE: \_\_\_\_\_

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y

☐

N

☐

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

*Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.*

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below?	<input type="radio"/>	<input type="radio"/>
<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>		
5. Is the project and affordable housing project as defined below?	<input type="radio"/>	<input type="radio"/>
<p><b>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</b></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' household's 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 homeowners 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>		

APPLICATION SUPPLEMENT FOR NYC SITES (continued)	Y	N
<p>6. Is the project a planned renewable energy facility site as defined below?</p> <p><b>From ECL 27-1405(33) as of April 9, 2022:</b></p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p><b>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</b></p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p><b>From ECL 75-0111 as of April 9, 2022:</b></p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>



**PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT****EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: Canal Street Manufacturing Site

BCP SITE CODE: C828206

NAME OF CURRENT APPLICANT(S): East House Canal Street LLC

INDEX NUMBER OF AGREEMENT: C828206-06-18

DATE OF ORIGINAL AGREEMENT 07/26/2018

**Declaration of Amendment:**

By the requestor(s) and/or applicant(s) signature(s) 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 obligations held under the Agreement or those same laws.

**STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR**

*Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.*

(Individual)

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

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

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

(Entity)

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

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

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

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



**STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)**

*An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.*

(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 East House Canal Street 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. Gregory J. Soehner's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 8/18/23 Signature: Print Name: Gregory J. Soehner**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

<input type="checkbox"/> <b>PARTICIPANT</b> A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input type="checkbox"/> <b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.
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Effective Date of the Original Agreement: 07/26/2018

Signature by the Department:

DATED: 09/18/2023NEW YORK STATE DEPARTMENT OF  
ENVIRONMENTAL CONSERVATION

By:

David Harrington, Assistant Director  
Division of Environmental Remediation

# **EXHIBIT A**

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Receipt # 3118780

Book Page D 12681 0637

No. Pages: 6

Instrument: DEED OTHER

Control #: 202206271012

Ref #: TT0000021374

Date: 06/27/2022

Time: 3:35:49 PM

Return To:  
EAST HOUSE CANAL STREET HOUSING DEVELOPMENT  
FUND CORPORATION  
259 MONROE AVENUE  
SUITE 200  
ROCHESTER, NY 14607

67-89 CANAL LLC,

EAST HOUSE CANAL STREET DEVELOPMENT FUND  
CORPORATION,

Recording Fee	\$26.00	
Pages Fee	\$25.00	
State Fee Cultural Education	\$14.25	
State Fee Records	\$4.75	Employee: NB
Management		
Transfer Tax	\$5,600.00	
TP-584 Form Fee	\$5.00	
RP-5217 County Fee	\$9.00	
RP5217 State Equal Addit Fee	\$241.00	
Total Fees Paid:	\$5,925.00	

State of New York

MONROE COUNTY CLERK'S OFFICE  
WARNING – THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$1,400,000.00

JAMIE ROMEO

MONROE COUNTY CLERK



**BARGAIN AND SALE DEED**  
**WITH COVENANTS AGAINST GRANTOR'S ACTS**

RECORDED  
Time: 3:35pm

JUN 27 2022

This indenture, made the 16<sup>th</sup> day of June, 2022 between

Monroe County Clerk's Office

**67-89 CANAL LLC**, a New York limited liability company with an address of 259 Alexander Street, Rochester, New York 14607

party of the first part, and

**EAST HOUSE CANAL STREET 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, A New York limited liability company with an address of 259 Monroe Avenue, Suite 200, Rochester, New York 14607

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE AND NO/100 DOLLAR (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, as more fully described on Schedule "A" attached hereto and made a part hereof.

This conveyance is made and accepted subject to all public utility easements, easements, covenants and restrictions of record affecting said premises, if any.

Being and hereby intending to convey the same premises conveyed to the party of the first part by deed dated September 29, 2011 and recorded in the Monroe County Clerk's Office on September 30, 2011 in Liber 11047 of Deeds, page 384.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

Tax Account No.: 120.36-2-1.002

Property Address: 67-89 Canal Street, City of Rochester, New York 14608

Tax Mailing Address: 259 Monroe Avenue, Suite 200, Rochester, New York 14607

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever and the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever.

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

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand the day and year first above written.

*[signature page to follow]*

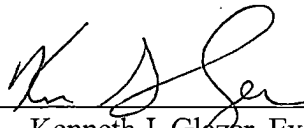
*[signature page to Bargain and Sale Deed]*

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand the day and year first above written.

IN PRESENCE OF

67-89 CANAL LLC,  
a New York limited liability company

By: Estate of Laurence C. Glazer,  
its Manager

By:   
Kenneth J. Glazer, Executor

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

On the 9<sup>th</sup> day of June in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared KENNETH J. GLAZER, 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

**JAMES P. PRONTI**  
Notary Public, State of New York  
Qualified in Ontario County  
No. 02PR6055576  
Commission expires February 26, 2023

Schedule "A"  
Legal Description

**Parcel 1 - 67 Canal Street, Rochester, New York**

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, being parts of Lots Nos. 13, 14, 19, 20 and 21 of Section 1 of the Bush & King Tract as shown on a map filed in the Monroe County Clerk's Office in Liber 53 of Deeds at pages 336 and 337 and bounded and described as follows:

BEGINNING at a point in the westerly line of Canal Street, 200.84 feet southerly from the intersection of the westerly line of Canal Street (66 foot wide right-of-way) and the southerly line of Wiley Street f/n/a Maple street 936 foot wide right-of-way);

thence (1) westerly and through the center line of a party wall, making an exterior angle with the westerly line of Canal Street of 89° 45' 00" a distance of 69.21 feet to a point;

thence (2) northerly and making an excluded angle of 90° 00' 00" with the last described course a distance of 1.57 feet to a point;

thence (3) westerly and making an included angle of 89° 15' 00" with the last described course of a distance of 69.28 feet to a point;

thence (4) northerly and making an excluded angle of 89° 42' 00" with the last described course a distance of 99.55 feet to a point;

thence (5) westerly and making an included angle of 89° 42' 00" with the last described course a distance of 130.00 feet to a point on the easterly line of Litchfield Street;

thence (6) southerly and making an excluded angle of 89° 42' 30" with the last described course and along the easterly line of Litchfield Street a distance of 179.07 feet to the northwest corner of the premises conveyed to the Rochester Railway & Light Company by the deed recorded in the Monroe County Clerk's Office in Liber 813 of Deeds at page 122 on January 12, 1910;

thence (7) easterly and making an included angle of 90° 00' 00" with the last described course and along the northerly line of the premises so conveyed to the Rochester Railway and Light Company as aforesaid and continued along the northerly line of the premises conveyed to the Pulver Company, Inc. by the deed recorded in the Monroe County Clerk's Office in Liber 1491 of Deeds at page 1207 on January 15, 1929 a distance of 268.18 feet to a point on the westerly line of Canal Street;

thence (8) northerly and making an included angle of 90° 12' 30" with the last described course and along the westerly line of Canal Street a distance of 78.42 feet to the point and place of beginning.

TOGETHER with a right of way over the northerly 10 feet of the premises conveyed to the Rochester Railway and Light Company by the deed recorded in the Monroe County Clerk's Office in Liber 813 of Deeds at page 122, to be used in common by the adjoining owners as a driveway.

TOGETHER with a right of way for light and air over the northerly 9 feet of the premises conveyed to the Pulver Company, Inc. by the deed recorded in the Monroe County Clerk's Office in Liber 1491 of Deeds at page 107 on January 15, 1929. (Said premises is now known as 53 Canal Street)

EXCEPTING and reserving, however, from the above-described Parcel No. 1 fronting on Canal Street, an easement for light and air over a strip 9 feet in width fronting on Canal Street, as laid out and used at the present time, extending back of the same width 150 feet and adjoining on the north said 9 foot strip above described in Liber 1491 of Deeds at page 107.

Said easements and right of way to be for the common use and benefit of the grantees in this deed and the owners of the 50 foot strip now known as 53 Canal Street.



**Parcel II - 89 Canal Street, Rochester, New York**

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, being parts of Lots Nos. 11, 12, 13, 22, 32 and 37 of Section E of the Bush & King Tract as shown on a map filed in the Monroe County Clerk's Office in Liber 53 of Deeds at pages 336 and 337 and bounded and described as follows:

BEGINNING at a point in the westerly line of Canal Street, 200.84 feet southerly from the intersection of the westerly line of Canal Street (66 foot wide right of way) and the southerly line of Wiley Street f/k/a Maple Street (36 foot wide right of way);

thence (1) westerly and through the center line of a party wall, making an interior angle with the westerly line of Canal Street of 89° 45' 00" a distance of 69.21 feet to a point;

thence (2) northerly and making an included angle of 90° 00' 00" with the last described course a distance of 1.57 feet;

thence (3) westerly and making an excluded angle of 89° 15' 00" with the last described course a distance of 69.28 feet to a point;

thence (4) northerly and making an included angle of 89° 42' 00" with the last described course a distance of 99.55 feet to a point;

thence (5) westerly and making an excluded angle of 89° 42' 00" with the last described course a distance of 130.00 feet to a point on the easterly line of Litchfield Street;

thence (6) northerly and making an included angle of 89° 42' 30" with the last described course and along the easterly line of Litchfield Street a distance of 99.91 feet to a point marking the intersection of the easterly line of Litchfield Street and the southerly line of Wiley Street;

thence (7) easterly and making an included angle of 90° 03' 30" with the last described course and along the southerly line of Wiley Street a distance of 120.00 feet to a point;

thence the following three courses along an alley;

(8) southerly and making an included angle of 89° 56' 30" with the last described course a distance of 66.00 feet to a point;

(9) easterly and making an included angle of 270° 03' 30" with the last described course a distance of 10.00 feet to a point;

(10) northerly and forming an included angle of 269° 56' 30" with the last described course a distance of 66.00 feet to a point on the southerly line of Wiley Street;

thence (11) easterly and forming an included angle of 90° 03' 30" with the last described course and along the southerly line of Wiley Street a distance of 139.20 feet to a point marking the southwest corner of Canal Street with Wiley Street;

thence (12) southerly and along the westerly line of Canal Street and making an included angle of 89° 44' 00" with the last described course a distance of 200.84 feet to the point and place of beginning.

Receipt # 3118780

Book Page D 12681 0643

No. Pages: 14

Instrument: AGREEMENT WITH TP584

Control #: 202206271013

Ref #: TT0000021375

Date: 06/27/2022

Time: 3:35:50 PM

Return To:  
GERRALD ELLIS ESQ  
NEW YORK STATE HOUSING FINANCE AGENCY  
641 LEXINGTON AVENUE  
NEW YORK, NY 10022

EAST HOUSE CANAL STREET HOUSING DEVELOPMENT  
FUND CORPORATION,  
EAST HOUSE CANAL STREET LLC,

EAST HOUSE CANAL STREET LLC,  
EAST HOUSE CANAL STREET HOUSING DEVELOPMENT  
FUND CORPORATION,

Recording Fee	\$26.00	
Pages Fee	\$65.00	
State Fee Cultural Education	\$14.25	
State Fee Records	\$4.75	Employee: NB
Management		
TP-584 Form Fee	\$5.00	
Total Fees Paid:	\$115.00	

State of New York

MONROE COUNTY CLERK'S OFFICE  
WARNING – THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

Consideration: \$1.00

JAMIE ROMEO

MONROE COUNTY CLERK



## DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT ("Agreement") is made this 16th day of June, 2022, by and between EAST HOUSE CANAL STREET 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 259 Monroe Avenue, Suite 200, Rochester, New York 14607 (the "HDFC") and EAST HOUSE CANAL STREET LLC, a New York limited liability company, having its office at 259 Monroe Avenue, Suite 200, Rochester, New York 14607 (the "Beneficial Owner").

RECORDED  
Time: 3:35 pm

### WITNESSETH:

JUN 27 2022

WHEREAS, on or about the date hereof, a fee interest in the premises located at 67-89 Canal Street in the City of Rochester, County of Monroe, State of New York and further described in Schedule A annexed hereto and made a part hereof (the "Property") is to be acquired by the HDFC pursuant to a deed from 67-89 Canal LLC to be recorded in the Office of the Monroe County Clerk, solely as nominal legal or record title holder on behalf of the Beneficial Owner, for the development on the Property of a residential rental project for persons and families of low-income known or to be known as Canal Street Commons (the "Project") in accordance with Article XI; and

Monroe County Clerk's Office

Tax account NO.: 120.36-2-1.002

WHEREAS, The New York State Housing Finance Agency (the "Construction Lender") has agreed to extend construction financing for the Project to the Beneficial Owner (the "Construction Loan"); and

WHEREAS, a portion of the development of the Project will be financed by certain other loans made or to be made to the Beneficial Owner (collectively, with the Construction Loan, the "Loans"); and

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

WHEREAS, the HDFC is authorized to hold legal or record title to the Property on behalf of and as nominee of the Beneficial Owner, and the Beneficial Owner shall possess the entire equitable and beneficial fee ownership of 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 acceptance of the deed to the Property and its acquisition and holding of legal or record fee title to the Property and the Project were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of, the Beneficial Owner. Although the HDFC will hold record fee title to the Property and the Project such title shall only be held as nominee legal or record titleholder on behalf of the Beneficial Owner. As a result, the parties hereby acknowledge and agree that the Beneficial Owner possesses all of the equitable and beneficial interest in the Property and will possess all the equitable and beneficial interest in the Project such that the Beneficial Owner, and not the HDFC, shall have an:

(a) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Property and the Project due to obsolescence or exhaustion, and shall bear 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 insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the partners or members, as applicable, of the Beneficial Owner and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC as additional insureds;

(f) unconditional obligation to pay all taxes levied on, and assessments made with respect to the Property and the Project, as well as the right to challenge such taxes and assessments and receive refunds;

(g) unconditional and exclusive right to all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the federal historic tax credits under Section 47 of the Internal Revenue Code of 1986, as amended (the "Code"), the state historic tax credits under New York Tax Law, the brownfield redevelopment tax credits under New York Tax Law, and the low-income housing tax credit described in Section 42 of the Code, and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project;

(h) unconditional and exclusive right to receive rental and any other income or profits from the operation of the Property and the Project;

(i) unconditional obligation to pay for all of the capital investment in the Property and the Project;

(j) unconditional obligation to pay for all maintenance and operating costs in connection with the Property and the Project;

(k) unconditional and exclusive right to include all income earned from the operation of the Property and the Project and claim all deductions and credits generated with respect to the Property and the Project on its annual federal, state and local tax returns;

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

(m) unconditional right to develop, lease, sell, operate and manage the Property and Project and the obligations to pay for all costs related thereto; and

(n) unconditional right to develop residential units in the Project and to operate and manage the Property and the Project in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation and management of the Property and the Project, as such documents may be amended from time to time (the "Project Documents").

2. The HDFC hereby agrees at the direction of the Beneficial Owner to execute any and all documents necessary to grant to the financial institution or institutions making Loans to the Beneficial Owner a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents reasonably required by the Beneficial Owner to be executed by the HDFC in connection with the development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC and the only recourse for satisfaction of any obligations of the HDFC thereunder shall be to the HDFC's interest in the Property. Upon the reasonable request of the Beneficial Owner, the HDFC shall notify all third parties that pursuant to this Agreement, the HDFC is acting solely as nominee of the Beneficial Owner with respect to the Property and the Project. The HDFC shall provide the Beneficial Owner with evidence of such notification reasonably satisfactory to the Beneficial Owner. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested third parties with respect to the HDFC holding title to the Property and the Project as nominee of the Beneficial Owner. In addition thereto, it shall be in the sole and absolute discretion of the Beneficial Owner to assign, encumber, transfer or sell the Property and the Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and any such assignment, encumbrance, transfer or sale shall not require any consent, approval or other action by the HDFC; provided, however that the HDFC hereby agrees that it shall execute and deliver any such documents, agreements, instruments or information as shall be reasonably requested by the Beneficial Owner in connection with any such assignment, encumbrance, transfer or sale.

3. The HDFC covenants and agrees to perform all acts reasonably requested by the Beneficial Owner in regard to or arising from the ownership, management and operation of the Property.

4. The Beneficial Owner shall fully protect, defend, indemnify, and hold the HDFC, its officers, directors, shareholders, agents and employees (each an "Indemnified Party") harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with the Beneficial Owner or with third parties (collectively, "Claims") arising out of or in any way relating to (a) ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project, (c) the use or occupancy of the Project, (d) this Agreement or (e) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising in any way from the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnification shall include, but shall not be limited to the Beneficial Owner's primary obligation to defend, indemnify and hold harmless the Indemnified Parties from and against all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways including, without limitation, environmental claims; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the Beneficial Owner to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause; or (vi) the issuance, marketing, sale and resale of the bonds issued in connection with the finance of the Project or any certifications or representations made by any person other than an Indemnified Party in connection therewith.

5. The HDFC shall hold any policy of insurance with respect to the Property and the Project, including all proceeds thereof, as nominee for the benefit of the Beneficial Owner. Upon receipt, the HDFC shall cause such proceeds to be immediately transferred to the Beneficial Owner or deposited into the Beneficial Owner's account. In the event there is an action in eminent domain, any award in respect thereof shall be received by the HDFC, as nominee for the benefit of the Beneficial Owner. The HDFC will make all reasonable efforts to ensure that all proceeds awarded by the governmental authority are paid directly to the Beneficial Owner. The HDFC shall make no settlement in respect of casualty or eminent domain without the express written consent of the Beneficial Owner;

6.

(a) The HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Beneficial Owner, in each instance, and at the Beneficial Owner's expense, (i) to execute and deliver to the Beneficial Owner a deed (the "Deed") in proper recordable form transferring and conveying to the Beneficial Owner all of the HDFC's right, title and interest in and to the Property, (ii) to execute and deliver all agreements, documents and instruments

necessary or advisable to effect any benefits arising in connection with the Project and any other government agency which may confer benefits to the Project or Property, as applicable, and (iii) to execute and deliver to the Beneficial Owner any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property.

(b) The HDFC hereby unconditionally and unequivocally constitutes and appoints the Beneficial Owner to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and/or record (i) the Deed and any other documents or instruments required to convey the Property on behalf of the HDFC, (ii) any certificate sale documents, as applicable, and (iii) any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property (items (i) – (iii) collectively referred to herein as the “Operational Documents”) in the name, place and stead of the HDFC with the same force and effect as if the Operational Documents were executed and/or recorded by the HDFC. This power of attorney to act shall be effective if the Beneficial Owner has requested that the HDFC execute and deliver such document or instrument and the HDFC has failed to do so. The parties agree that the HDFC’s failure to comply with the provisions of this Section shall cause irreparable harm to the Beneficial Owner for which no adequate remedy at law will be available and, in addition to any other available remedies, the Beneficial Owner shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Section.

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

(a) So long as the HDFC shall hold legal title to the Property, the Beneficial Owner 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 and the Project;

(b) The Beneficial Owner is the “owner” and the HDFC is not in any respects an “owner,” as such term is defined in Section 2 of the New York Lien Law and for federal tax purposes, with respect to the Property;

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

(d) Unless specifically authorized by the Beneficial Owner, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Beneficial Owner;



(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, the 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 any of the Property, the Project and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon the Beneficial Owner;

(f) The HDFC shall, at the Beneficial Owner's request and at the Beneficial Owner's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project;

(g) The HDFC and the Beneficial Owner 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; and

(h) 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 Beneficial Owner 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.

#### 8. Miscellaneous Provisions.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) If any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto.

(d) No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties.

(e) The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

(f) Unless otherwise specified, notices or consents required to be given by any party to the others under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or overnight mail to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice

served as prescribed by this Section. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered. Copies of any notices, statements or communications received by the HDFC as holder of record title to the Property and/or the Project shall be promptly delivered to the Beneficial Owner with a copy to:

RSE Canal, LLC  
c/o Red Stone Equity Partners, LLC  
1100 Superior Avenue, Suite 1640  
Cleveland, OH 44114  
Attention: General Counsel

(g) No party is authorized to act as agent for the other or to incur any liability or dispose of any assets in the name of or on behalf of the others unless provided in this Agreement or specifically authorized by the party which will be responsible for the obligation.

(h) Nothing in this Agreement shall confer any rights upon any person other than the Beneficial Owner and the HDFC and their permitted successors and/or assigns; provided that, in connection with the financing, development, operation or management of the Property, any third party may rely on this Agreement with respect to the rights and obligations of the Beneficial Owner and the HDFC hereunder.

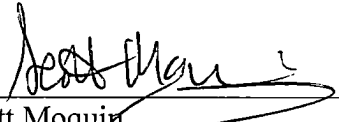
(i) Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document, as defined below, the HDFC shall have the right to enter the Property and the Project and to take such actions with respect to the Property and the Project as may be necessary to cure the default as agent for, and on behalf of, the Beneficial Owner, provided that neither the Beneficial Owner nor any party providing financing to the Project is diligently acting to cure such default. For purposes of this subsection, "Government Financing Document" shall mean any city, county, state or federal mortgage, regulatory agreement or financing commitment.

(j) The closing of the transactions contemplated in this Agreement shall be contingent upon the admission of RSE Canal, LLC, as investor member and Red Stone Equity Manager, LLC, as special investor member of the Beneficial Owner.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]*

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

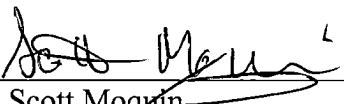
**EAST HOUSE CANAL STREET HOUSING  
DEVELOPMENT FUND CORPORATION,**  
A New York not-for-profit corporation

By:   
Name: Scott Moquin  
Title: Authorized Signatory

**EAST HOUSE CANAL STREET LLC,**  
A New York limited liability company

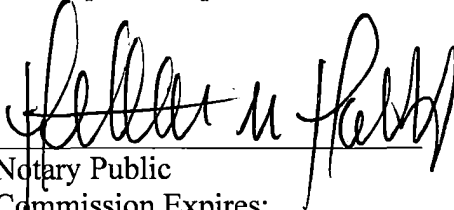
By: East House Canal Street MM LLC,  
Its managing member

By: East House Corporation,  
Its sole member

By:   
Name: Scott Moquin  
Title: Authorized Signatory

STATE OF NEW YORK     )  
  ) SS:  
COUNTY OF Monroe     )

On the 2nd day of June, 2022, before me, the undersigned, a Notary Public in and or said State, personally appeared Scott Moquin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instruments.

  
\_\_\_\_\_  
Notary Public  
Commission Expires:

**HEATHER M. HANLEY**  
**Notary Public-State of New York**  
**No. 01HA6106494**  
**Qualified in Erie County**  
**Commission Expires 05/20/2024**

**SCHEDULE A**

Parcel I - 67 Canal Street, Rochester, New York 14608

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, being parts of Lots Nos. 13, 14, 19, 20 and 21 of Section I of the Bush & King Tract as shown on a map filed in the Monroe County Clerk's Office in Liber 53 of Deeds at pages 336 and 337 and bounded and described as follows:

BEGINNING at a point in the westerly line of Canal Street, 200.84 feet southerly from the intersection of the westerly line of Canal Street (66 foot wide right-of-way) and the southerly line of Wiley Street f/n/a Maple street (36 foot wide right-of-way);

thence (1) westerly and through the center line of a party wall, making an exterior angle with the westerly line of Canal Street of  $89^{\circ} 45' 00''$  a distance of 69.21 feet to a point;

thence (2) northerly and making an excluded angle of  $90^{\circ} 00' 00''$  with the last described course a distance of 1.57 feet to a point;

thence (3) westerly and making an included angle of  $89^{\circ} 15' 00''$  with the last described course of a distance of 69.28 feet to a point;

thence (4) northerly and making an excluded angle of  $89^{\circ} 42' 00''$  with the last described course a distance of 99.55 feet to a point;

thence (5) westerly and making an included angle of  $89^{\circ} 42' 00''$  with the last described course a distance of 130.00 feet to a point on the easterly line of Litchfield Street;

thence (6) southerly and making an excluded angle of  $89^{\circ} 42' 30''$  with the last described course and along the easterly line of Litchfield Street a distance of 179.07 feet to the northwest corner of the premises conveyed to the Rochester Railway & Light Company by the deed recorded in the Monroe County Clerk's Office in Liber 813 of Deeds at page 122 on January 12, 1910;

thence (7) easterly and making an included angle of  $90^{\circ} 00' 00''$  with the last described course and along the northerly line of the premises so conveyed to the Rochester Railway and Light Company as aforesaid and continued along the northerly line of the premises conveyed to the Pulver Company, Inc. by the deed recorded in the Monroe County Clerk's Office in Liber 1491 of Deeds at page 1207 on January 15, 1929 a distance of 268.18 feet to a point on the westerly line of Canal Street;

thence (8) northerly and making an included angle of  $90^{\circ} 12' 30''$  with the last described course and along the westerly line of Canal Street a distance of 78.42 feet to the point and place of beginning.

TOGETHER with a right of way over the northerly 10 feet of the premises conveyed to the Rochester Railway and Light Company by the deed recorded in the Monroe County Clerk's Office in Liber 813 of Deeds at page 122, to be used in common by the adjoining owners as a driveway.

TOGETHER with a right of way for light and air over the northerly 9 feet of the premises conveyed to the Pulver Company, Inc. by the deed recorded in the Monroe County Clerk's Office in Liber 1491 of Deeds at page 107 on January 15, 1929. (Said premises is now known as 53 Canal Street)

EXCEPTING and reserving, however, from the above described Parcel No. 1 fronting on Canal Street, an easement for light and air over a strip 9 feet in width fronting on Canal Street, as laid out and used at the present time, extending back of the same width 150 feet and adjoining on the north said 9 foot strip above described in Liber 1491 of Deeds at page 107.

Said easements and right of way to be for the common use and benefit of the grantees in this deed and the owners of the 50 foot strip now known as 53 Canal Street.

Parcel II - 89 Canal Street, Rochester, New York 14608

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rochester, County of Monroe and State of New York, being parts of Lots Nos. 11, 12, 13, 22, 32 and 37 of Section E of the Bush & King Tract as shown on a map filed in the Monroe County Clerk's Office in Liber 53 of Deeds at pages 336 and 337 and bounded and described as follows:

BEGINNING at a point in the westerly line of Canal Street, 200.84 feet southerly from the intersection of the westerly line of Canal Street (66 foot wide right of way) and the southerly line of Wiley Street f/k/a Maple Street (36 foot wide right of way);

thence (1) westerly and through the center line of a party wall, making an interior angle with the westerly line of Canal Street of  $89^{\circ} 45' 00''$  a distance of 69.21 feet to a point;

thence (2) northerly and making an included angle of  $90^{\circ} 00' 00''$  with the last described course a distance of 1.57 feet;

thence (3) westerly and making an excluded angle of  $89^{\circ} 15' 00''$  with the last described course a distance of 69.28 feet to a point;

thence (4) northerly and making an included angle of  $89^{\circ} 42' 00''$  with the last described course a distance of 99.55 feet to a point;

thence (5) westerly and making an excluded angle of  $89^{\circ} 42' 00''$  with the last described course a distance of 130.00 feet to a point on the easterly line of Litchfield Street;

thence (6) northerly and making an included angle of  $89^{\circ} 42' 30''$  with the last described course and along the easterly line of Litchfield Street a distance of 99.91 feet to a point marking the intersection of the easterly line of Litchfield Street and the southerly line of Wiley Street;

thence (7) easterly and making an included angle of  $90^{\circ} 03' 30''$  with the last described course and along the southerly line of Wiley Street a distance of 120.00 feet to a point;

thence the following three courses along an alley;

(8) southerly and making an included angle of  $89^{\circ} 56' 30''$  with the last described course a distance of 66.00 feet to a point;

(9) easterly and making an included angle of  $270^{\circ} 03' 30''$  with the last described course a distance of 10.00 feet to a point;

(10) northerly and forming an included angle of  $269^{\circ} 56' 30''$  with the last described course a distance of 66.00 feet to a point on the southerly line of Wiley Street;

thence (11) easterly and forming an included angle of  $90^{\circ} 03' 30''$  with the last described course and along the southerly line of Wiley Street a distance of 139.20 feet to a point marking the southwest corner of Canal Street with Wiley Street;

thence (12) southerly and along the westerly line of Canal Street and making an included angle of  $89^{\circ} 44' 00''$  with the last described course a distance of 200.84 feet to the point and place of beginning.

The above Parcels as combined are more modernly described as follows:

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN TOWN LOT 50, TOWNSHIP 1, SHORT RANGE, 20,000 ACRE TRACT, CITY OF ROCHESTER, COUNTY OF MONROE AND STATE SITUATE IN TOWN LOT 50, TOWNSHIP 1, SHORT RANGE, 20,000 ACRE TRACT, CITY OF ROCHESTER, COUNTY OF MONROE AND STATE OF NEW YORK, BEING KNOWN AND DESIGNATED AS LOTS



11, 12, 13, 14, 19, 20, 21, & 22 AND PART OF LOTS 32 & 37 OF THE BUSH & KING TRACT AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF CANAL STREET (66 FEET WIDE R.O.W.) WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF WILEY STREET (36 FEET WIDE R.O.W.); THENCE

1. SOUTHERLY, FORMING AN INTERIOR ANGLE OF 89°44'00" TO THE LEFT WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF WILEY STREET, AND ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF CANAL STREET, A DISTANCE OF 279.26 FEET TO A POINT; THENCE

2. WESTERLY, FORMING AN INTERIOR ANGLE OF 90°12'30" TO THE LEFT WITH COURSE NO. 1, AND ALONG THE NORTHERLY LINE OF PROPERTIES CONVEYED TO PULVERCOMPANY INC. BY DEED RECORDED IN L. 1491 D., P. 107 AND THE ROCHESTER RAILWAY AND LIGHT COMPANY BY DEED RECORDED IN L. 813 D., P. 122. A DISTANCE OF 268.18 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF LITCHFIELD STREET (33 FEET WIDE R.O.W.); THENCE

3. NORTHERLY, FORMING AN INTERIOR ANGLE OF 90°00'00" TO THE LEFT WITH COURSE NO. 2, AND ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF LITCHFIELD STREET, A DISTANCE OF 278.98 FEET TO THE POINT OF INTERSECTION OF THE SAID EASTERLY RIGHT-OF-WAY LINE AND THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF WILEY STREET; THENCE

4. EASTERLY, FORMING AN INTERIOR ANGLE OF 90°03'30" TO THE LEFT WITH COURSE NO. 3, AND ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 269.20 FEET TO THE POINT OF BEGINNING.

Together with the rights conveyed in the following instruments:

The terms and conditions and the rights of others to use the right of way for light, air and access over the northerly 9 feet of the premises conveyed to the Pulver Company, Inc. by the deed recorded in the Monroe County Clerk's Office in Liber 1491 of Deeds at page 107 on January 15, 1929. (Said premises is now known as 53 Canal Street).

As amended by the Partial Release of easement made by Perry T. Sweet, Gladys S. Sweet and C. A. C. Industries, Inc. by the Release of Easement dated April 29, 1959 and recorded April 30, 1959 in the Monroe County Clerk's Office in Liber 3205 of Deeds at page 180.

And as excepted and reserved from the above described Parcel No. 1 fronting on Canal Street, an easement for light and air over a strip 9 feet in width fronting on Canal Street, as laid out and used at the present time, extending back of the same width 150 feet and adjoining on the north said 9 foot strip above described in Liber 776 of Deeds at page 72.

# **EXHIBIT B**

**EAST HOUSE CANAL STREET LLC  
UNANIMOUS CONSENT OF MEMBERS**

The undersigned being all of the Members of East House Canal Street LLC, a New York limited liability company (the "Company"), pursuant to and in accordance with the provisions of New York Limited Liability Company Law, hereby waives notice of a meeting and consents to and adopts the following resolutions:

**BE IT RESOLVED**, that the Company be, and it hereby is, authorized and directed to enter into, execute and deliver, all documents, agreements and instruments and to take any and all action necessary or desirable on behalf of, and for the benefit of, the Company, to implement, secure and/or consummate the entering into a Brownfield Cleanup Agreement (BCA) with the State of New York by the New York State Department of Environmental Conservation; and

**BE IT FURTHER RESOLVED**, that Gregory J. Soehner is authorized to sign on behalf of the Company, and is authorized to execute any and all instruments and documents and to take any and all actions as he deems necessary or desirable to evidence, implement, secure and/or consummate the transactions as described above, including the execution of a BCA with the State of New York by the New York State Department of Environmental Conservation; and

**BE IT FURTHER RESOLVED**, that all actions heretofore taken and all documents heretofore executed and all present and future actions taken in connection with the above and/or these resolutions, be, and they hereby are, ratified, confirmed and approved.

**IN WITNESS WHEREOF**, the undersigned being all of the Members of the Company, have executed this Unanimous Consent of Members on the 14 day of March 2018.

  
\_\_\_\_\_  
**EAST HOUSE CANAL STREET MM LLC**

By: Gregory S. Soehner

Its: Manager

  
\_\_\_\_\_  
**GREG S. SOEHNER**

# **EXHIBIT C**

East House Canal Street Housing Development Fund Corporation  
Attn: Scott Moquin  
259 Monroe Avenue, Suite 200  
Rochester, New York 14607

**Re: Site Access to Perform Brownfield Cleanup Program Work**

**Site: Canal Street Manufacturing Site**

**Site #: C828206**

Dear Mr. Moquin:

East House Canal Street LLC been admitted into the Brownfield Cleanup Program ("BCP") and has entered into a Brownfield Cleanup Agreement ("BCA") dated July 26, 2018 with the New York State Department of Environmental Conservation ("NYSDEC") to voluntarily investigate and remediate a BCP site known as Canal Street Manufacturing Site No. C828206 ("Site"). As you know, East House Canal Street Housing Development Fund Corporation ("HDFC") owns the parcels that make up the BCP Site. East House Canal Street LLC needs the HDFC's written permission below to access the Site for the purpose of performing environmental investigation and remediation work required by the BCA and BCP.

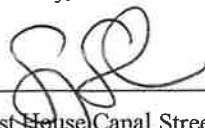
If you agree to sign below, you are granting us what is known as a "license" to allow an appropriate contractor we hire to enter the property to perform investigation and remediation work. We promise to provide you with copies of any information we generate about the property, and if we do accidentally damage your property in any way, we agree to repair the damages to restore the property to the way it was before we entered. Our contractor will also maintain insurance that would cover any accidents on the job. We promise to minimize any and all inconvenience to you in connection with this work, and will give you one week notice before the work begins.

In addition, if the HDFC remains the nominal Site owner when the remediation is complete and the Certificate of Completion is about to be obtained, and a Track 1 remediation level is not achieved, you are hereby also agreeing to impose an environmental easement on the BCP Site if required by the New York State Department of Environmental Conservation.

If you have any questions, please do not hesitate to call Gregory J. Soehner at (585) 238-4800. Otherwise, please sign below so that this work can proceed.


Thank you for your cooperation.

Sincerely,

  
\_\_\_\_\_  
East House Canal Street LLC

By. Gregory J. Soehner

As an Authorized Signatory for the Site owner HDFC, I am authorized to grant this license and agree to allow East House Canal Street LLC and its agents to enter the Site to perform the BCP Investigation and/or remediation work required.

  
East House Canal Street Housing  
Development Fund Corporation

By. Scott Moquin ☐