

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW
(Li Tungsten)**

THIS INDENTURE made this 28th day of September, 2016, between the Glen Cove Industrial Development Agency, having an office at **Glen Cove City Hall, 9-13 Glen Street, Glen Cove, New York 11542**, County of **Nassau**, State of **New York** (the "IDA") and the City of Glen Cove, having an office at **Glen Cove City Hall, 9-13 Glen Street, Glen Cove, New York 11542**, County of **Nassau**, State of **New York** (the "City") (the IDA and the City are collectively, the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, IDA is the owner of real property located at **63 Herb Hill Road** in the City of **Glen Cove**, County of **Nassau** and State of New York, known and designated on the tax map of the County Clerk of **Nassau County** as tax map parcel numbers: Section **21**, Block **A**, Lots **142, 431, 543** and **544**, Section **21**, Block **A**, Lots **14, 15, 459, 541** and **648-650** and Section **31**, Block **G**, Lot **31**, being a portion of the same as that property conveyed to the IDA by deed dated **October 21, 1999** and recorded in the **Nassau County Clerk's Office** at **Liber 11131, Page 100**. The property subject to this Environmental Easement (the "Restricted Residential Controlled Property") comprises approximately **23.52** acres, and is hereinafter more fully described as ""Upper C" Portion of Parcel 1 Remaining Area", "Parcel 2 Remaining Area" and "Parcel 3 Remaining Area in the Land Title Survey dated September 17, 2014 prepared by **Jaroslava**

Vonder, which will be attached to the Site Management Plan. The Restricted Residential Controlled Property description is set forth in and attached hereto as Schedule A.

WHEREAS, City is the owner of real property located at **63 Herb Hill Road** in the City of **Glen Cove**, County of **Nassau** and State of New York, known and designated on the tax map of the County Clerk of **Nassau County** as tax map parcel numbers: Section **21**, Block **A**, Lots **142, 431, 543** and **544**, Section **21**, Block **A**, Lots **14, 15, 459, 541** and **648-650** and Section **31**, Block **G**, Lot **311**, being a portion of the same as that property conveyed to the City by deed dated as of **August 13, 2015** and recorded in the **Nassau County Clerk's Office** at **Liber 13416, Page 706** and by deed dated as of **August 13, 2015** and recorded in the **Nassau County Clerk's Office** at **Liber 13416, Page 714** and by deed dated as of **August 13, 2015** and recorded in the **Nassau County Clerk's Office** at **Liber 13416, Page 721**. The property subject to this Environmental Easement (the "Residential Roadway Controlled Property") comprises approximately **.86** acres, and is hereinafter more fully described as "R.O.W. Taking #2", "R.O.W. Taking #4" and "R.O.W. Taking #5" in the Land Title Survey dated September 17, 2014 prepared by **Jaroslava Vonder**, which will be attached to the Site Management Plan. The Residential Roadway Controlled Property description is set forth in and attached hereto as Schedule B. The Restricted Residential Controlled Property and the Residential Roadway Controlled Property are collectively, the "Residential Controlled Property".

WHEREAS, IDA is the owner of real property located at **63 Herb Hill Road** in the City of **Glen Cove**, County of **Nassau** and State of New York, known and designated on the tax map of the County Clerk of **Nassau County** as tax map parcel numbers: Section **21**, Block **A**, Lots **542** and **545**, being a portion of the same as that property conveyed to the IDA by deed dated **October 21, 1999** and recorded in the **Nassau County Clerk's Office** at **Liber 11131, Page 100**. The property subject to this Environmental Easement (the "C Prime Controlled Property") comprises approximately **4.407** acres, and is hereinafter more fully described as "C Prime" in the Land Title Survey dated September 17, 2014 prepared by **Jaroslava Vonder**, which will be attached to the Site Management Plan. The C Prime Controlled Property description is set forth in and attached hereto as Schedule C.

WHEREAS, City is the owner of real property located at **63 Herb Hill Road** in the City of **Glen Cove**, County of **Nassau** and State of New York, known and designated on the tax map of the County Clerk of **Nassau County** as tax map parcel numbers: Section **21**, Block **A**, Lot **545**, being a portion of the same as that property conveyed to the City by deed dated as of **August 13, 2015** and recorded in the **Nassau County Clerk's Office** at **Liber 13416, Page 706**. The property subject to this Environmental Easement (the "C Prime Roadway Controlled Property") comprises approximately **.009** acres, and is hereinafter more fully described as "R.O.W. Taking #1" in the Land Title Survey dated September 17, 2014 prepared by **Jaroslava Vonder**, which will be attached to the Site Management Plan. The C Prime Roadway Controlled Property description is set forth in and attached hereto as Schedule D. The C Prime Controlled Property and the C Prime Roadway Controlled Property are collectively, the "Prime Controlled Property".

WHEREAS, the IDA, is the owner of real property located at **63 Herb Hill Road** in the City of **Glen Cove**, County of **Nassau** and State of New York, known and designated on the tax map of the County Clerk of **Nassau County** as tax map parcel number: Section **21**, Block **A**, Lot **142**, being a portion of the same as that property conveyed to the IDA by deed dated **October 21, 1999** and recorded in the **Nassau County Clerk's Office** at **Liber 11131, Page 100**. The property subject to this Environmental Easement (the "Lower C Controlled Property") comprises approximately **1.494** acres, and is hereinafter more fully described as "Lower C" in the Land Title

Survey dated September 17, 2014 prepared by **Jaroslava Vonder**, which will be attached to the Site Management Plan. The Lower C Controlled Property description is set forth in and attached hereto as Schedule E.

WHEREAS, the City, is the owner of real property located at **63 Herb Hill Road** in the **City of Glen Cove**, County of **Nassau** and State of New York, known and designated on the tax map of the County Clerk of **Nassau County** as tax map parcel number: Section **21**, Block **A**, Lot **142**, being a portion of the same as that property conveyed to the City by deed date as of **August 13, 2015** and recorded in the **Nassau County Clerk's Office** at **Liber 13416, Page 706**. The property subject to this Environmental Easement (the "Lower C Roadway Controlled Property") comprises approximately **.177** acres, and is hereinafter more fully described as "R.O.W. Taking #3" in the Land Title Survey dated September 17, 2014 prepared by **Jaroslava Vonder**, which will be attached to the Site Management Plan. The Lower C Controlled Property description is set forth in and attached hereto as Schedule F. The Lower C Controlled Property and the Lower C Roadway Controlled Property are collectively, the "Commercial Controlled Property".

WHEREAS, the Residential Controlled Property, the Prime Controlled Property and the Commercial Controlled Property (collectively, the "Controlled Property") are part of the Li Tungsten Corporation Superfund Site ("Site"), the location of a former Li Tungsten facility which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9605, placed on the National Priorities List, as set forth in Appendix B of the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. Part 300, by publication in the Federal Register on July 29, 1991; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Superfund State Contract # C004095, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. The Residential Controlled Property Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Residential Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Residential Controlled Property, any lessees and any person using the Residential Controlled Property.

- A. (1) The Residential Controlled Property may be used for:

Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv);

(2) All Engineering Controls must be operated and maintained as specified in the SMP;

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without treatment to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department and the Nassau County Department of Health;

(5) If and to the extent required by the SMP, groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to site management of the Residential Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) If and to the extent required by the SMP, monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP; and

(10) Access to the Site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Residential Controlled Property shall not be used for Residential Purposes as defined in 6 NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Residential Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Residential Controlled Property a true and complete copy of the SMP that the Department approves for the Residential Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Residential Controlled Property shall state the following in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Residential Controlled Property.

G. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the Site to confirm the effectiveness of the Institutional and Engineering Controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the Institutional Controls and/or Engineering Controls employed at such Site:

(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any SMP for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
- (7) the information presented is accurate and complete.

H. The parties acknowledge and agree that Grantor may, as allowed by permit, replace or reconstruct any existing bulkhead and extend the newly replaced or reconstructed bulkhead up to eighteen (18) inches seaward of the existing bulkhead without the need to replace or amend this Environmental Easement. Any additional lands created as part of a bulkhead replacement or reconstruction shall be subject to the requirements and controls of this Environmental Easement and the corresponding SMP.

3. Prime Controlled Property Institutional and Engineering Controls. The controls and requirements listed in the Department approved SMP including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Prime Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Prime Controlled Property, any lessees and any person using the Prime Controlled Property.

A. (1) The Prime Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv);**

(2) All Engineering Controls must be operated and maintained as specified in the SMP;

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without treatment to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department and the Nassau County Department of Health;

(5) If and to the extent required by the SMP, groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to site management of the Prime Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) If and to the extent required by the SMP, monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP; and

(10) Access to the Site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Prime Controlled Property shall not be used for Residential Purposes as defined in 6 NYCRR 375-1.8(g)(2)(i), and the above-stated Engineering Controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Prime Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Prime Controlled Property a true and complete copy of the SMP that the Department approves for the Prime Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the C Prime Controlled Property shall state the following in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Prime Controlled Property.

G. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the Site to confirm the effectiveness of the Institutional and Engineering Controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the Institutional Controls and/or Engineering Controls employed at such Site:

(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any SMP plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

4. Commercial Controlled Property Institutional and Engineering Controls. The controls and requirements listed in the Department approved SMP including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Commercial Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Lower C Controlled Property, any lessees and any person using the Commercial Controlled Property.

A. (1) The Commercial Controlled Property may be used for:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv);

(2) All Engineering Controls must be operated and maintained as specified in the SMP;

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without treatment to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department and the Nassau County Department of Health;

(5) If and to the extent required by the SMP, groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Commercial Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) If and to the extent required by the SMP, monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP; and

(10) Access to the Site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Commercial Controlled Property shall not be used for Residential Purposes as defined in 6 NYCRR 375-1.8(g)(2)(i) and Restricted Residential as defined in 6 NYCRR Part 375-1.8(g)(2)(ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Commercial Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Commercial Controlled Property a true and complete copy of the SMP that the Department approves for the Commercial Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Commercial Controlled Property shall state the following in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held
by the New York State Department of Environmental Conservation**

pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Commercial Controlled Property.

G. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the Site to confirm the effectiveness of the Institutional and Engineering Controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the Institutional Controls and/or Engineering Controls employed at such Site:

- (i) are in-place;
- (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
- (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any SMP for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

5. Right to Enter and Inspect. Grantee and/or the EPA, its respective agents, employees, or other representatives of the State or United States may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions. Nothing in this document shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take response actions under CERCLA, the NCP, or other federal law.

6. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Controlled Property, all rights as fee owner of the Controlled Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject to this Environmental Easement;

7. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Controlled Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

8. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 130046
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

A copy of each such communication shall also be sent to EPA in the same manner as to Grantor or Grantee, and addressed to the following two addressees:

U.S. Environmental Protection Agency
Emergency & Remedial Response Division
Western New York Remediation Branch
Attention: _____ Site Remedial Project Manager
290 Broadway, 20th Floor
New York, New York 10007-1866

U.S. Environmental Protection Agency
Office of Regional Counsel
Attention: _____ Site Attorney
290 Broadway, 17th Floor
New York, New York 10007-1866

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

9. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Amendment. Any amendment to this Environmental Easement may only be executed by (i) an authorized representative of the EPA, and (ii) the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

11. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

12. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

13. Third-Party Beneficiary. Grantor and Grantee hereby agree that the United States, through EPA, shall be, on behalf of the public, a third-party beneficiary of the benefits, rights and obligations conveyed to Grantee in this instrument; provided that nothing in this instrument shall be construed to create any obligations on the part of EPA.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Glen Cove Industrial Development Agency:

By: Myralee Machol

Print Name: Myralee Machol

Title: Administrative Director Date: May 2, 2016

IDA's Acknowledgment

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

On the 2nd day of May, in the year 2016, before me, the undersigned, personally appeared Myralee Machol, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Camille Byrne
Notary Public, State of New York

CAMILLE BYRNE
Notary Public, State of New York
No. 01BY4729113
Qualified in Nassau County
Commission Expires January 31, 2017

The City of Glen Cove:

By: Reginald Spinello

Print Name: Reginald Spinello

Title: Mayor Date: May 2, 2016

City's Acknowledgment

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


On the 2nd day of May, in the year 2016, before me, the undersigned, personally appeared Reginald Spinello, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Camille Byrne
Notary Public - State of New York

CAMILLE BYRNE
Notary Public, State of New York
No. 01BY4729113
Qualified in Nassau County
Commission Expires January 31, 2019

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

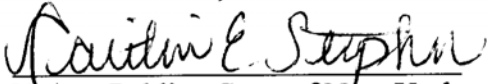
By:


Robert Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 28^m day of Sept., in the year 2010 before me, the undersigned, personally appeared Robert Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

Caitlin E. Stephen
Notary Public, State of New York
No. 02ST6338529
Qualified in Albany County
Commission Expires Mar. 14, 2020

SCHEDULE "A" PROPERTY DESCRIPTION

LEGAL DESCRIPTION
FOR
RESTRICTED RESIDENTIAL CONTROLLED PROPERTY

UPPER C PARCEL:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 80°46'11" A DISTANCE OF 8.36 FEET FROM THE INTERSECTION OF THE SOUTHERLY LINE OF SECTION 21, BLOCK A, LOT 545 WITH THE WESTERLY RIGHT-OF-WAY LINE OF DICKSON LANE (A/K/A GARVIES POINT ROAD), AND RUNNING THENCE;

1. SOUTH 10°28'51" EAST A DISTANCE OF 493.14 FEET TO A POINT, THENCE;
2. SOUTH 84°28'06" WEST A DISTANCE OF 5.52 FEET TO A POINT, THENCE;
3. SOUTH 10°28'51" EAST A DISTANCE OF 16.51 FEET TO A POINT, THENCE;
4. SOUTH 33°12'57" WEST A DISTANCE OF 59.31 FEET TO A POINT, THENCE;
5. SOUTH 62°21'56" WEST A DISTANCE OF 27.07 FEET TO A POINT, THENCE;
6. SOUTH 11°35'34" EAST A DISTANCE OF 30.25 FEET TO A POINT, THENCE;
7. SOUTH 68°27'11" WEST A DISTANCE OF 185.53 FEET TO A POINT, THENCE;
8. NORTH 11°33'39" WEST A DISTANCE OF 183.87 FEET TO A POINT, THENCE;
9. SOUTH 78°26'21" WEST A DISTANCE OF 200.00 FEET TO A POINT, THENCE;
10. NORTH 11°33'42" WEST A DISTANCE OF 361.46 FEET TO A POINT, THENCE;
11. NORTH 27°33'59" EAST A DISTANCE OF 118.35 FEET TO A POINT, THENCE;
12. NORTH 80°48'11" EAST A DISTANCE OF 391.24 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 240,602 SQUARE FEET OR 5.523 ACRES MORE OR LESS.

REMAINING AREA PARCEL 2:

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERLY LINE OF SECTION 21, BLOCK A, LOT 114 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF GARVIES POINT ROAD, AND RUNNING THENCE;

1. NORTH 05°31'54" WEST A DISTANCE OF 31.30 FEET TO A POINT OF CUSP, THENCE;

2. ON A CURVE TO THE LEFT HAVING A RADIUS OF 409.50 FEET, AN ARC LENGTH OF 94.68 FEET, WHOSE CHORD BEARS NORTH 04°13'11" EAST A CHORD DISTANCE OF 94.47 FEET TO A CUSP, THENCE;
3. NORTH 30°21'53" EAST A DISTANCE OF 137.96 FEET TO A POINT, THENCE;
4. NORTH 64°46' 34" EAST A DISTANCE OF 604.90 FEET TO A POINT, THENCE;
5. SOUTH 21°45'39" EAST A DISTANCE OF 104.01 FEET TO A POINT, THENCE;
6. SOUTH 70°19'01" WEST A DISTANCE OF 56.88 FEET TO A POINT, THENCE;
7. SOUTH 21°45'39" EAST A DISTANCE OF 111.94 FEET TO A POINT, THENCE;
8. NORTH 67°40'17" EAST A DISTANCE OF 156.75 FEET TO A POINT, THENCE;
9. SOUTH 21°45'39" EAST A DISTANCE OF 145.72 FEET TO A POINT, THENCE;
10. SOUTH 57°57'27" WEST A DISTANCE OF 258.08 FEET TO A POINT, THENCE;
11. SOUTH 62°05'27" WEST A DISTANCE OF 1.32 FEET TO A POINT, THENCE;
12. NORTH 21°50'53" WEST A DISTANCE OF 8.70 FEET TO A POINT, THENCE;
13. SOUTH 62°58'47" WEST A DISTANCE OF 215.45 FEET TO A POINT, THENCE;
14. SOUTH 62°05'27" WEST A DISTANCE OF 333.70 FEET TO A POINT, THENCE;
15. SOUTH 62°25'57" WEST A DISTANCE OF 44.81 FEET TO A POINT, THENCE;
16. NORTH 26°04'41" WEST A DISTANCE OF 219.99 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 297,892 SQUARE FEET OR 6.839 ACRES MORE OR LESS.

REMAINING AREA PARCEL 3:

BEGINNING AT A POINT, SAID POINT BEING NORTH 64°43'51" EAST A DISTANCE OF 69.75 FEET FROM THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HERB HILL ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF DICKSON LANE (A/K/A GARVIES POINT ROAD), AND RUNNING THENCE;

1. NORTH 86°34'38" WEST A DISTANCE OF 31.15 FEET TO A POINT, THENCE;
2. NORTH 52°14'56 WEST A DISTANCE OF 29.24 FEET TO A POINT, THENCE;
3. NORTH 10°28'51" WEST A DISTANCE OF 10.82 FEET TO A POINT, THENCE;
4. SOUTH 84°28'06" WEST A DISTANCE OF 5.52 FEET TO A POINT, THENCE;

5. NORTH 10°28'51" WEST A DISTANCE OF 789.48 FEET TO A POINT, THENCE;
6. NORTH 58°57'06" EAST A DISTANCE OF 147.87 FEET TO A POINT, THENCE;
7. NORTH 56°28'06" EAST A DISTANCE OF 20.59 FEET TO A POINT, THENCE;
8. SOUTH 17°57'24" EAST A DISTANCE OF 409.28 FEET TO A POINT, THENCE;
9. SOUTH 22°40'49" EAST A DISTANCE OF 429.00 FEET TO A POINT, THENCE;
10. SOUTH 64°43'51" WEST A DISTANCE OF 254.52 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 188,106 SQUARE FEET OR 4.318 ACRES MORE OR LESS.

SCHEDULE "B" PROPERTY DESCRIPTION

LEGAL DESCRIPTION
FOR
RESIDENTIAL ROADWAY CONTROLLED PROPERTY

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SECTION 21, BLOCK A, LOT 545 WITH THE WESTERLY RIGHT-OF-WAY LINE OF DICKSON LANE (A/K/A GARVIES POINT ROAD), AND RUNNING THENCE;

1. SOUTH 11°15'54" EAST A DISTANCE OF 427.61 FEET TO A POINT, THENCE;
2. SOUTH 05°31'54" EAST A DISTANCE OF 148.77 FEET TO A POINT, THENCE;
3. SOUTH 68°27'11" WEST A DISTANCE OF 74.52 FEET TO A POINT, THENCE;
4. NORTH 11°35'34" WEST A DISTANCE OF 30.25 FEET TO A POINT, THENCE;
5. NORTH 62°21'56" EAST A DISTANCE OF 27.07 FEET TO A POINT, THENCE;
6. NORTH 33°12'57" EAST A DISTANCE OF 59.31 FEET TO A POINT, THENCE;
7. NORTH 10°28'51" WEST A DISTANCE OF 16.51 FEET TO A POINT, THENCE;
8. NORTH 84°28'06" EAST A DISTANCE OF 5.52 FEET TO A POINT, THENCE;
9. NORTH 10°28'51" WEST A DISTANCE OF 493.14 FEET TO A POINT, THENCE;
10. NORTH 80°48'11" EAST A DISTANCE OF 8.36 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9,338 SQUARE FEET OR 0.214 ACRES MORE OR LESS.

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HERB HILL ROAD AND THE EASTERLY RIGHT-OF-WAY OF DICKSON LANE (A/K/A GARVIES POINT ROAD), AND RUNNING THENCE;

1. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 64°43'51" EAST A DISTANCE OF 701.27 FEET (701.66 FEET DEED) TO A POINT, THENCE;
2. ALONG THE WESTERLY LINE OF LOT 662, SECTION 21, BLOCK A, SOUTH 21°45'39" EAST A DISTANCE OF 22.69 FEET TO A POINT, THENCE;
3. SOUTH 64°46'34" WEST A DISTANCE OF 604.90 FEET TO A POINT, THENCE;
4. SOUTH 30°21'53" WEST A DISTANCE OF 137.96 FEET TO A POINT OF CUSP, THENCE;
5. ON A CURVE TO THE RIGHT HAVING A RADIUS OF 409.50 FEET, AN ARC LENGTH OF 94.68 FEET, WHOSE CHORD BEARS SOUTH 04°13'11" WEST A CHORD DISTANCE OF 94.47 FEET TO A POINT OF CUSP IN THE EASTERLY RIGHT-OF -WAY OF DICKSON LANE (A/K/A GARVIES POINT ROAD), THENCE;
6. ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 05°31'54" WEST A DISTANCE OF 193.66 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 21,308 SQUARE FEET OR 0.489 ACRES MORE OR LESS.

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HERB HILL ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF DICKSON LANE (A/K/A GARVIES POINT ROAD), AND RUNNING THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERLY LINE;

1. NORTH 05°31'54" WEST A DISTANCE OF 120.94 FEET TO A POINT, THENCE;
2. NORTH 11°15'54" WEST A DISTANCE OF 723.06 FEET TO A POINT, THENCE;
3. ALONG THE SOUTHERLY RIGHT-OF-WAY OF THE PLACE, NORTH 58°57'06" EAST A DISTANCE OF 12.49 FEET TO A POINT, THENCE;
4. SOUTH 10°28'51" EAST A DISTANCE OF 789.48 FEET TO A POINT, THENCE;
5. NORTH 84°28'06" EAST A DISTANCE OF 5.52 FEET TO A POINT, THENCE;
6. SOUTH 10°28'51" EAST A DISTANCE OF 10.82 FEET TO A POINT, THENCE;
7. SOUTH 52°14'56" EAST A DISTANCE OF 29.24 FEET TO A POINT, THENCE;
8. SOUTH 86°34'38" EAST A DISTANCE OF 31.15 FEET TO A POINT IN THE NORTHERLY RIGHT-OF-WAY OF HERB HILL ROAD, THENCE;
9. ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 64°43'51" WEST A DISTANCE OF 69.75 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6,821 SQUARE FEET OR 0.157 ACRES MORE OR LESS.

SCHEDULE "C" PROPERTY DESCRIPTION

LEGAL DESCRIPTION
FOR
C PRIME CONTROLLED PROPERTY

BEGINNING AT A POINT, SAID POINT BEING SOUTH 80°48'06" WEST A DISTANCE OF 7.68 FEET FROM THE INTERSECTION OF THE SOUTHERLY LINE OF SECTION 21, BLOCK A, LOT 501 WITH THE WESTERLY RIGHT-OF-WAY LINE OF DICKSON LANE (A/K/A GARVIES POINT ROAD), AND RUNNING THENCE;

1. SOUTH 10°28'51" EAST A DISTANCE OF 49.97 FEET TO A POINT, THENCE;
2. SOUTH 80°48'11" WEST A DISTANCE OF 391.24 FEET TO A POINT, THENCE;
3. SOUTH 27°33'59" WEST A DISTANCE OF 118.35 FEET TO A POINT, THENCE;
4. SOUTH 11°33'42" EAST A DISTANCE OF 340.87 FEET TO A POINT, THENCE;
5. SOUTH 78°26'21" WEST A DISTANCE OF 320.22 FEET TO A POINT, THENCE;
6. NORTH 11°33'39" WEST A DISTANCE OF 311.46 FEET TO A POINT, THENCE;
7. NORTH 78°34'21" EAST A DISTANCE OF 193.47 FEET TO A POINT, THENCE;
8. NORTH 12°18'48" WEST A DISTANCE OF 158.24 FEET TO A POINT, THENCE;
9. NORTH 03°22'06" EAST A DISTANCE OF 140.00 FEET TO A POINT, THENCE;
10. NORTH 33°52'06" EAST A DISTANCE OF 80.00 FEET TO A POINT, THENCE;
11. NORTH 78°52'06" EAST A DISTANCE OF 186.87 FEET TO A POINT, THENCE;
12. SOUTH 11°15'54" EAST A DISTANCE OF 179.70 FEET TO A POINT, THENCE;
13. NORTH 80°48'06" EAST A DISTANCE OF 316.63 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 191,975 SQUARE FEET OR 4.407 ACRES MORE OR LESS.

SCHEDULE "D" PROPERTY DESCRIPTION

LEGAL DESCRIPTION
FOR
C PRIME ROADWAY CONTROLLED PROPERTY

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY LINE OF SECTION 21, BLOCK A, LOT 501 WITH THE WESTERLY RIGHT-OF-WAY LINE OF DICKSON LANE (A/K/A GARVIES POINT ROAD). AND RUNNING THENCE;

1. SOUTH 11°15'54" EAST A DISTANCE OF 49.99 FEET TO A POINT, THENCE;
2. SOUTH 80°48'11" WEST A DISTANCE OF 8.36 FEET TO A POINT, THENCE;
3. NORTH 10°28'51" WEST A DISTANCE OF 49.97 FEET TO A POINT, THENCE;
4. NORTH 80°48'06" EAST A DISTANCE OF 7.68 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 401 SQUARE FEET OR 0.009 ACRES MORE OR LESS,

SCHEDULE "E" PROPERTY DESCRIPTION

LEGAL DESCRIPTION
FOR
LOWER C CONTROLLED PROPERTY

BEGINNING AT A POINT, SAID POINT BEING NORTH 11°33'39" WEST A DISTANCE OF 4.97 FEET FROM THE INTERSECTION OF THE EASTERLY LINE OF SECTION 21, BLOCK A, LOT 216 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GARVIES POINT ROAD, AND RUNNING THENCE;

1. NORTH 11°33'39" WEST A DISTANCE OF 350.63 FEET TO A POINT, THENCE;
2. NORTH 68°27'11" EAST A DISTANCE OF 185.53 FEET TO A POINT, THENCE;
3. SOUTH 11°35'34" EAST A DISTANCE OF 42.73 FEET TO A POINT OF CUSP, THENCE;
4. ON A CURVE TO THE RIGHT HAVING A RADIUS OF 60.50 FEET, AN ARC LENGTH OF 103.23 FEET WHOSE CHORD BEARS SOUTH 49°48'29" EAST A CHORD DISTANCE OF 91.16 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;
5. ON A CURVE TO THE RIGHT HAVING A RADIUS OF 340.50 FEET, AN ARC LENGTH OF 322.24 FEET, WHOSE CHORD BEARS SOUTH 26°11'13" WEST A CHORD DISTANCE OF 310.35 FEET TO A POINT OF TANGENCY, THENCE;
6. SOUTH 53°17'56" WEST A DISTANCE OF 54.33 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 65,061 SQUARE FEET OR 4.494 ACRES MORE OR LESS.

SCHEDULE "F" PROPERTY DESCRIPTION

LEGAL DESCRIPTION
FOR
LOWER C ROADWAY CONTROLLED PROPERTY

BEGINNING AT A POINT, SAID POINT BEING THE INTERSECTION OF THE EASTERLY LINE OF SECTION 21, BLOCK A, LOT 216 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF GARVIES POINT ROAD, AND RUNNING THENCE:

1. NORTH 11°33'39" WEST A DISTANCE OF 4.97 FEET TO A POINT, THENCE;
2. NORTH 53°17'56" EAST A DISTANCE OF 54.33 FEET TO A POINT OF CURVATURE, THENCE;
3. ON A CURVE TO THE LEFT HAVING A RADIUS OF 340.50 FEET, AN ARC LENGTH OF 322.24 FEET, WHOSE CHORD BEARS NORTH 26°11'13" EAST A CHORD DISTANCE OF 310.35 FEET TO A POINT OF COMPOUND CURVATURE, THENCE;
4. ON A CURVE TO THE LEFT HAVING A RADIUS OF 60.50 FEET, AN ARC LENGTH OF 103.23 FEET, WHOSE CHORD BEARS NORTH 49°48'29" WEST A CHORD DISTANCE OF 91.16 FEET TO A POINT OF CUSP, THENCE;
5. NORTH 11°35'34" WEST A DISTANCE OF 42.73 FEET TO A POINT, THENCE;
6. NORTH 68°27'11" EAST A DISTANCE OF 74.52 FEET TO A POINT, THENCE;
7. SOUTH 05°31'54" EAST A DISTANCE OF 230.68 FEET TO A POINT, THENCE;
8. SOUTH 32°11'06" WEST A DISTANCE OF 75.89 FEET TO A POINT, THENCE;
9. SOUTH 41°13'46" WEST A DISTANCE OF 106.56 FEET TO A POINT, THENCE;
10. SOUTH 49°25'06" WEST A DISTANCE OF 102.86 FEET TO A POINT, THENCE;
11. SOUTH 53°35'21" WEST A DISTANCE OF 5.06 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 7,717 SQUARE FEET OR 0.177 ACRES MORE OR LESS.



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Grantor/Transferor <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input checked="" type="checkbox"/> check if more than one grantor) Glen Cove Industrial Development Agency and the City of Glen Cove	Social security number
	Mailing address 9 Glen Street	Social security number
	City State ZIP code Glen Cove NY 11542	Federal EIN 52-1351508
	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN 11-6000350
Grantee/Transferee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) New York State Department of Environmental Conservation	Social security number
	Mailing address 625 Broadway	Social security number
	City State ZIP code Albany NY 12233	Federal EIN 14-6013200
	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN

Location and description of property conveyed

Tax map designation - Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
(See Schedule A)	280600	(See Schedule A)	Glen Cove	Nassau

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1"> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> <tr> <td></td> <td></td> <td>2016</td> </tr> </table>	month	day	year			2016	Percentage of real property conveyed which is residential real property _____ % (see instructions)
month	day		year						
			2016						
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building								
4 <input checked="" type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____								

Condition of conveyance (check all that apply)

a. <input type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	l. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input checked="" type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____ Schedule B., Part II \$ _____		

SCHEDULE A - TP-584 FORM

Tax Map Designation - Section Block & Lot	Street Address
Tax Map No. Section 31, Block G, Lot 311	Dickson Street
Tax Map No. Section 21, Block A, Lot 14	63 Herhill Road
Tax Map No. Section 21, Block A, Lot 15	63 Herhill Road
Tax Map No. Section 21, Block A, Lot 142	70 Dickson Street
Tax Map No. Section 21, Block A, Lot 541	Herhill Road
Tax Map No. Section 21, Block A, Lot 543	Herhill Road
Tax Map No. Section 21, Block A, Lot 648	Herhill Road
Tax Map No. Section 21, Block A, Lot 549	Herhill Road
Tax Map No. Section 21, Block A, Lot 650	Herhill Road
Tax Map No. Section 21, Block A, Lot 459	45 Herhill Road
Tax Map No. Section 21, Block A, Lot 542	Valley Road
Tax Map No. Section 21, Block A, Lot 545	Garvies Point Road

Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	1	00
2.	0	00
3.	0	00
4.	0	00
5.	0	00
6.	0	00

Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)
- b. Conveyance is to secure a debt or other obligation
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts
- e. Conveyance is given in connection with a tax sale
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F
- g. Conveyance consists of deed of partition
- h. Conveyance is given pursuant to the federal Bankruptcy Act
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim)

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Glen Cove Industrial Development Agency

By: <u><i>[Signature]</i></u> Grantor signature	Admin. Director Title	<u><i>[Signature]</i></u> Grantee signature	<u>Attorney</u> Title
City of Glen Cove		<u><i>[Signature]</i></u> Grantee signature	
By: <u><i>[Signature]</i></u> Grantor signature	Mayor Title		

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date



Department of Taxation and Finance

Change in Mailing Address for Certain Real Estate Transfer Tax Forms if Using a Private Delivery Service

TP-39
(9/15)

There has been a change to the address that must be used when submitting certain forms through a private delivery service rather than by U.S. Mail.

Send **Form TP-584**, *Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax*, to:

NYS TAX DEPARTMENT
DEPOSIT RESOLUTION UNIT
90 COHOES AVE
GREEN ISLAND NY 12183-1515

Send **Form TP-588**, *Cooperative Housing Corporation Information Return*, to:

NYS TAX DEPARTMENT
TDAB – TRANSFER TAX
90 COHOES AVE
GREEN ISLAND NY 12183-1515

See Publication 55, *Designated Private Delivery Services*, for information about establishing the date you filed, and for the address to use for other forms.

SCHEDULE A - TP-584 FORM

Tax Map Designation - Section Block & Lot	Street Address
Tax Map No. Section 31, Block G, Lot 311	Dickson Street
Tax Map No. Section 21, Block A, Lot 14	63 Herbhil Road
Tax Map No. Section 21, Block A, Lot 15	63 Herbhil Road
Tax Map No. Section 21, Block A, Lot 142	70 Dickson Street
Tax Map No. Section 21, Block A, Lot 541	Herbhil Road
Tax Map No. Section 21, Block A, Lot 543	Herbhil Road
Tax Map No. Section 21, Block A, Lot 648	Herbhil Road
Tax Map No. Section 21, Block A, Lot 549	Herbhil Road
Tax Map No. Section 21, Block A, Lot 650	Herbhil Road
Tax Map No. Section 21, Block A, Lot 459	45 Herbhil Road
Tax Map No. Section 21, Block A, Lot 542	Valley Road
Tax Map No. Section 21, Block A, Lot 545	Garvies Point Road