

SAHN WARD COSCHIGNANO, PLLC

ATTORNEYS AT LAW

THE OMNI

333 EARLE OVERTON BOULEVARD

SUITE 601

UNIONDALE, NEW YORK 11553

TELEPHONE: (516) 228-1300

TELECOPIER: (516) 228-0038

E-MAIL: INFO@SWC-LAW.COM

WWW.SWC-LAW.COM



MIRIAM E. VILLANI
Partner
mvillani@swc-law.com

November 29, 2018

VIA FEDEX

Ms. Jennifer Andaloro, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway, 14th Floor
Albany, New York 12233-1500

Re: Environmental Easement for MBA- Manorhaven, LLC
Site Name: Former Thypin Steel
Site No.: 130119
Index No.: CO-3-20170612-108

Dear Ms. Andaloro:

My firm represents MBA-Manorhaven, LLC, the subject property owner in the above-referenced matter. I am enclosing the following documents and materials to confirm recording of the executed environmental easement for this site and delivery of the municipal notice:

1. A copy of the recorded easement with cover page from the Nassau County Clerk indicating date and location of recording; and
2. A copy of the municipal notice with delivery receipt;

If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,


Miriam E. Villani

MEV:es
Enc.

SAHN WARD COSCHIGNANO, PLLC

Ms. Jennifer Andalaro, Esq.

November 29, 2018

Page 2

cc: John Sheehan
Rosalie K. Rusinko, Esq.
Melissa Doroski
Krista Anders
Richard Thypin

Nassau County
Maureen OConnell
County Clerk
Mineola, NY 11501



60 2018 00089305

Instrument Number: 2018- 00089305

As

D06 - AGREEMENT

Recorded On: October 03, 2018

Parties: PEOPLE OF THE STATE OF NEW YORK

TO MBA-MANORHAVEN LLC

Recorded By: SAHN WARD COSCHIGNANO PCV

Billable Pages: 4

Num Of Pages: 5

Comment:

**** Examined and Charged as Follows: ****

D06 - AGREEMENT 65.00 Blocks - Deeds - \$300 300.00
Recording Charge: 365.00

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	4	L	153		N. HEMPSTEAD

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:

Document Number: 2018- 00089305
Receipt Number: 1236308
Recorded Date/Time: October 03, 2018 03:50:38P
Book-Vol/Pg: Bk-D VI-13715 Pg-398
Cashier / Station: 0 DAC / NCCL-CCR1FP2

Record and Return To:

JOSPEH R BJARNSON ESQ
SAHN WARD COSCHIGNANO PLLC
333 EARLE OVINGTON BLVD STE 601
UNIONDALE NY 11553



Maureen O'Connell

County Clerk Maureen O'Connell

**EXTINGUISHMENT AND RELEASE
OF ENVIRONMENTAL EASEMENT**

This EXTINGUISHMENT AND RELEASE OF ENVIRONMENTAL EASEMENT (this "Extinguishment") is made as of this 5th day of September, 2018, by and between the People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation ("NYSDEC" or "Department") with its headquarters located at 625 Broadway, Albany, New York 12233, and MBA-Manorhaven, LLC ("Owner") having an office at 215 Nassau Street, Princeton, New Jersey 08542, County of Mercer, State of New Jersey. The Department has the authority to extinguish an environmental easement pursuant to the Environmental Conservation Law Article 71, Title 36 (ECL § 71-3605).

RECITALS

- A. The Department and Owner entered into that certain Environmental Easement ("Easement Agreement") dated December 29, 2015, filed in the Land Records of the Office of Nassau County Clerk as Document Number 2016-00004825 and recorded on January 14, 2016 in Book D Volume 13309 Page 917. Capitalized terms used herein without definition have the meanings ascribed to them in the Easement Agreement.
- B. The Owner conveyed an environmental easement on the Controlled Property to the Department, the Grantee, under the Easement Agreement as then required by the terms and conditions of Voluntary Cleanup Agreement for Site V00336 dated January 2, 2001 (the "VCA"). Prior to the ending of the Voluntary Cleanup Program and the termination of the VCA, Owner elected to enter into an Order on Consent and Administrative Settlement with respect to the Controlled Property. The Department and Owner executed Order on Consent and Administrative Settlement Index Number: CO 3-20170612-108 with an effective date of May 13, 2018 (the "Order"). The Order assigns site # 130119, which consists of two operable units, to the Controlled Property.
- C. The Easement Agreement is not correct with respect to the Order, the index number of the Order and the site number now assigned to the Controlled Property.
- D. Pursuant to Section 9 of the Easement Agreement, the Department desires to terminate and release the Easement Agreement and contemporaneously with the execution of this Extinguishment, the Department and Owner agree to enter into a corrected environmental easement for the Controlled Property as required by Order on Consent and Administrative Settlement, Index No.: CO 3-20170612-108.

TERMINATION AND RELEASE OF ENVIRONMENTAL EASEMENT

- 1. The above recitals are hereby incorporated into this Termination and Release of Environmental Easement.

2. The Department confirms that the date hereof is the "Termination Date" and the Department accordingly hereby terminates and releases the property as described in Exhibit A.
3. This Termination and Release of Environmental Easement inures to and binds the Department and its successors and assigns.
4. This Termination and Release of Environmental Easement shall be governed by and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Extinguishment.

MBA – Manorhaven, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

Owner's Acknowledgment

STATE OF New Jersey)
) ss:
COUNTY OF Middlesex)

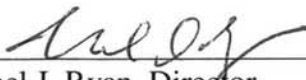
On the 14 day of August, in the year 2018, before me, the undersigned, personally appeared Richard Thypin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

Christine N. Appel

Notary Public- State of New Jersey

CHRISTINE APPEL
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50023893
My Commission Expires 9/23/2020

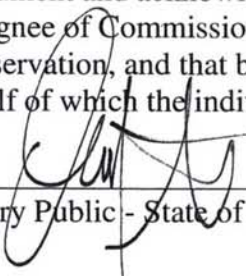
**THIS TERMINATION AND RELEASE OF THE ENVIRONMENTAL EASEMENT IS
HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By
and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 5th day of September, in the year 2018, before me, the undersigned,
personally appeared Michael J. Ryan, 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 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

David J. Chiusano
Notary Public, State of New York
No. 01CH5082146
Qualified in Schenectady County
Commission Expires August 22, 2022

RETURN AND RETURN TO:
JOSEPH R. BJARNSON, ESQ.
SAHN WARD COSCHIGNANO, PLLC
333 EARLE OVINGTON BLVD.
SUITE 601
UNIONDALE, NEW YORK 11553

SCHEDULE "A" PROPERTY DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Manorhaven, County of Nassau and State of New York, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Yennicock Avenue with the westerly side of Sagamore Hill Drive;

RUNNING THENCE South 10 degrees 42 minutes 20 seconds East 650 feet;

THENCE South 79 degrees 17 minutes 40 seconds West 606.61 feet;

THENCE South 10 degrees 42 minutes 20 seconds East 40 feet;

THENCE South 79 degrees 17 minutes 40 seconds West 82.29 feet to a point in the mean high water line of Manhasset Bay;

THENCE North 21 degrees 50 minutes 10 seconds West 317.34 feet along the mean high water mark of Manhasset Bay;

THENCE North 11 degrees 44 minutes 20 seconds West still along said mean high water line 338.86 feet;

THENCE North 79 degrees 17 minutes 40 seconds East 106.09 feet;

THENCE North 10 degrees 42 minutes 20 seconds West 40 feet;

THENCE North 79 degrees 17 minutes 40 seconds East 650 feet, more or less, to the point or place of **BEGINNING**.

FOR INFORMATION ONLY: SECTION: 4 BLOCK: L LOT 153



60 2018 00089306

Nassau County
Maureen O'Connell
County Clerk
Mineola, NY 11501

Instrument Number: 2018- 00089306

As

D06 - AGREEMENT

Recorded On: October 03, 2018

Parties: MBA-MANORHAVEN LLC

Billable Pages: 9

TO PEOPLE OF THE STATE OF NEW YORK

Num Of Pages: 10

Recorded By: SAHN WARD COSCHIGNANO PCV

Comment:

**** Examined and Charged as Follows: ****

D06 - AGREEMENT	90.00	Blocks - Deeds - \$300	300.00	Tax Affidavit TP 584	5.00
Recording Charge:	395.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	0.00	0.00	RE 5644	Basic	0.00 Spec ASST 0.00
N. HEMPSTEAD				Local NY CITY	0.00 Spec ADDL SONYMA 0.00
				Additional MTA	0.00 Transfer 0.00
Tax Charge:	0.00				

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	4	L	153		N. HEMPSTEAD

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:

Document Number: 2018- 00089306
Receipt Number: 1236308
Recorded Date/Time: October 03, 2018 03:50:38P
Book-Vol/Pg: Bk-D VI-13715 Pg-403
Cashier / Station: 0 DAC / NCCL-CCR1FP2

Record and Return To:

JOSPEH R BJARNSON ESQ
SAHN WARD COSCHIGNANO PLLC
333 EARLE OVINGTON BLVD STE 601
UNIONDALE NY 11553



Maureen O'Connell

County Clerk Maureen O'Connell

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 5th day of September, 2018 between Owner(s) MBA-Manorhaven, LLC, having an office at 215 Nassau Street, Princeton, New Jersey 08542, County of Mercer, State of New Jersey (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 ("sites") 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, Grantor, is the owner of real property located at the address of 5 Sagamore Hill Drive in the Village of Manorhaven, Town of N. Hempstead, County of Nassau and State of New York, known and designated on the tax map of the County Clerk of Nassau as tax map parcel numbers: Section 4 Block L Lot 153, being the same as that property conveyed to Grantor by deed dated February 2, 1997 and recorded in the Nassau County Clerk's Office in Liber and Page 10749/791. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 11.038 +/- acres, and is hereinafter more fully described in the Land Title Survey dated September 4, 1998 and last revised August 10, 2015 prepared by Gregory David Peterman, NYSLLS of Nelson & Pope, LLP, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; 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 the Order on Consent and Administrative Settlement, Index Number: CO 3-20170612-108 for site # 130119 OU1 and OU2, effective date May 13, 2018, 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. 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 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 Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The 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 necessary water quality treatment as determined by the NYSDOH or the Nassau County Department of Health 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;

(5) 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 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) 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;

(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 Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 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 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 Controlled Property a true and complete copy of the SMP that the Department approves for the 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 Controlled Property shall state 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 Controlled Property.

G. Grantor covenants and agrees that it shall, at 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 site management 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.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the 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 and subordinate to this Environmental Easement;

5. 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 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.

6. 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: 130119
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, New York 12233-5500

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.

7. 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 Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed 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 Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. 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 Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. 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.

Remainder of Page Intentionally Left Blank

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

MBA - Manorhaven, LLC

By: 

Print Name: Richard Thypin

Title: Manager Date: 8/14/18

Grantor's Acknowledgment

STATE OF New Jersey)
) ss:
COUNTY OF Middlesex)

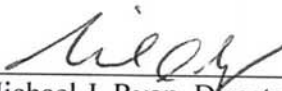
On the 14 day of August, in the year 2018, before me, the undersigned, personally appeared Richard Thypin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

Christine M. Appel

Notary Public- State of New Jersey

CHRISTINE APPEL
NOTARY PUBLIC OF NEW JERSEY
I.D. # 50023893
My Commission Expires 9/23/2020

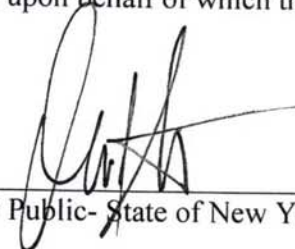
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Michael J. Ryan, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 5th day of September, in the year 2018, before me, the undersigned, personally appeared Michael J. Ryan, 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.


Notary Public- State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2022

RETURN AND RECORD TO:
JOSEPH R. BJARNSON, ESQ.
SAHN WARD COSCHIGNANO, PLLC
333 EARLE OVINGTON BLVD.
SUITE 601
UNIONDALE, NEW YORK 11553

SCHEDULE "A" PROPERTY DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Manorhaven, County of Nassau and State of New York, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Yennicock Avenue with the westerly side of Sagamore Hill Drive;

RUNNING THENCE South 10 degrees 42 minutes 20 seconds East 650 feet;

THENCE South 79 degrees 17 minutes 40 seconds West 606.61 feet;

THENCE South 10 degrees 42 minutes 20 seconds East 40 feet;

THENCE South 79 degrees 17 minutes 40 seconds West 82.29 feet to a point in the mean high water line of Manhasset Bay;

THENCE North 21 degrees 50 minutes 10 seconds West 317.34 feet along the mean high water mark of Manhasset Bay;

THENCE North 11 degrees 44 minutes 20 seconds West still along said mean high water line 338.86 feet;

THENCE North 79 degrees 17 minutes 40 seconds East 106.09 feet;

THENCE North 10 degrees 42 minutes 20 seconds West 40 feet;

THENCE North 79 degrees 17 minutes 40 seconds East 650 feet, more or less, to the point or place of **BEGINNING**.

FOR INFORMATION ONLY: SECTION: 4 BLOCK: L LOT 153

SAHN WARD COSCHIGNANO, PLLC

ATTORNEYS AT LAW

THE OMNI

333 EARLE OVINGTON BOULEVARD

SUITE 601

UNIONDALE, NEW YORK 11553

TELEPHONE: (516) 228-1300

TELECOPIER: (516) 228-0038

E-MAIL: INFO@SWC-LAW.COM

WWW.SWC-LAW.COM



MIRIAM E. VILLANI
Partner
mvillani@swc-law.com

October 24, 2018

VIA CERTIFIED MAIL

Mr. William Rogel
Superintendent of Buildings/Chief Code Enforcement Officer
Incorporated Village of Manorhaven
33 Manorhaven Boulevard
Port Washington, New York 11050

Re: Environmental Easement

Dear Mr. Rogel:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on September 5, 2018, by MBA-Manorhaven, LLC, for property at 5 Sagamore Hill Drive, Port Washington, New York 11050, Tax Map No: Section 4, Block L, Lot 153, DEC Site No: 130119.

This Environmental Easement restricts future use of the above-referenced property to restricted residential uses as described in 6 NYCRR Part 375-1.8(g)(2)(ii), commercial uses as described in 6 NYCRR Part 375-1.8(g)(2)(iii), and industrial uses as described in 6 NYCRR Part 375-1.8(g)(2)(iv). Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the Department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that

SAHN WARD COSCHIGNANO, PLLC

Mr. William Rogel

October 24, 2018

Page 2

is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the Department and refer such application to the Department. The Department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the Department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of the New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Miriam E. Villani

MEV:es

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Mr. William Rogel
Superintendent of Buildings/Chief Code Enforcement Officer
Incorporated Village of Manorhaven
33 Manorhaven Boulevard
Port Washington, New York 11050

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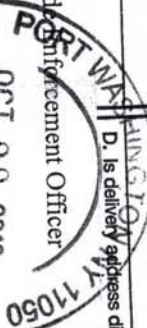
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OCT 29 2018



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