



60 2024 00030426

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

Received

JUN 13 2024

NYSDEC 000

Instrument Number: 2024- 00030426

As

D06 - AGREEMENT

Recorded On:

May 17, 2024

Parties:

TO SEABOARD ESTATES INC .  
PEOPLE OF THE STATE OF NEW YORK

Billable Pages: 9

Num Of Pages: 11

Recorded By: ALL STATE ABSTRACT

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 18556	Basic	0.00 Spec ASST
N. HEMPSTEAD				Local NY CITY	0.00 Spec ADDL SONYMA
				Additional MTA	0.00 Transfer
Tax Charge:	0.00				

**Property Description:**

Line	Section	Block	Lot	Unit	Town Name
1	8	189	1		N. HEMPSTEAD
2	8	189	2		N. HEMPSTEAD
3	8	189	3		N. HEMPSTEAD
4	8	189	4		N. HEMPSTEAD
5	8	189	5		N. HEMPSTEAD
6	8	189	6		N. HEMPSTEAD
7	8	189	7		N. HEMPSTEAD
8	8	189	8		N. HEMPSTEAD
9	8	189	9		N. HEMPSTEAD
10	8	189	10		N. HEMPSTEAD
11	8	189	11		N. HEMPSTEAD
12	8	189	12		N. HEMPSTEAD
13	8	189	42		N. HEMPSTEAD
14	8	189	43		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: 2024- 00030426  
Receipt Number: 3187268  
Recorded Date/Time: May 17, 2024 12:01:43P  
Book-Vol/Pg: Bk-D VI-14498 Pg-816  
Cashier / Station: 0 LLS / NCCL-1HZ3182

**Record and Return To:**

MIRABELLA & FRANZI  
400 GARDEN CITY PLAZA STE 405  
GARDEN CITY NY 11530



*Maureen O'Connell*

County Clerk Maureen O'Connell

## Property Description:

Line	Section	Block	Lot	Unit	Town Name
15	8	189	44		N. HEMPSTEAD
16	8	189	45		N. HEMPSTEAD
17	8	189	46		N. HEMPSTEAD
18	8	189	47		N. HEMPSTEAD
19	8	189	48		N. HEMPSTEAD
20	8	189	49		N. HEMPSTEAD
21	8	189	50		N. HEMPSTEAD
22	8	189	51		N. HEMPSTEAD
23	8	189	52		N. HEMPSTEAD
24	8	189	53		N. HEMPSTEAD
25	8	189	54		N. HEMPSTEAD
26	8	189	55		N. HEMPSTEAD
27	8	189	56		N. HEMPSTEAD
28	8	189	57		N. HEMPSTEAD
29	8	189	58		N. HEMPSTEAD
30	8	189	59		N. HEMPSTEAD
31	8	189	60		N. HEMPSTEAD
32	8	189	61		N. HEMPSTEAD
33	8	189	62		N. HEMPSTEAD
34	8	189	63		N. HEMPSTEAD
35	8	189	64		N. HEMPSTEAD
36	8	189	65		N. HEMPSTEAD
37	8	189	66		N. HEMPSTEAD
38	8	189	67		N. HEMPSTEAD
39	8	189	68		N. HEMPSTEAD
40	8	189	69		N. HEMPSTEAD
41	8	189	70		N. HEMPSTEAD
42	8	189	71		N. HEMPSTEAD
43	8	189	72		N. HEMPSTEAD
44	8	189	73		N. HEMPSTEAD

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MIRABELLA & FRANZI

400 GARDEN CITY PLAZA STE 405

GARDEN CITY NY 11530



*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 1st day of April, 2024, between Owner, Seaboard Estates Inc., having an office at 1 Jericho Turnpike, New Hyde Park, County of Nassau, State of New York (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 1801 Falmouth Avenue in the City of New Hyde Park, 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 number: Section 8 Block 189 Lots 1-12 & 42-73, inclusive, being the same as that property conveyed to Grantor by deed dated November 18, 1960 and recorded in the Nassau County Clerk's Office in Liber and Page 6792/459. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 2.02 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 19, 2022 and last revised October 27, 2023 prepared by Stephen E. Ravin, 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 Order on Consent Index Number: W1-1165-12-06, 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:

**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 Site Management Plan (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 or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (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 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: 130211  
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

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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

**Remainder of Page Intentionally Left Blank**



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

Seaboard Estates Inc.:

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

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

Title: \_\_\_\_\_

Date: 2/13/24

**Grantor's Acknowledgment**

STATE OF NEW YORK )

) ss:

COUNTY OF Nassau )

On the 13<sup>th</sup> day of February, in the year 2024, before me, the undersigned, personally appeared Laurence Gordon, 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.

Colette E. Mason  
Notary Public - State of New York

Colette E. Mason  
Notary Public, State of New York  
No: 01MA609833  
Qualified in Nassau County  
Commission Expires 9/8/2027

**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: Andrew O. Guglielmi  
Andrew O. Guglielmi, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 1st day of April, in the year 2024, before me, the undersigned, personally appeared Andrew O. Guglielmi, 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.

Cheryl A. Salem  
Notary Public - State of New York

Cheryl A. Salem  
Notary Public State of New York  
Registration No. 01SA0002177  
Qualified in Albany County  
My Commission Expires March 3, 2027

Record + Return  
Mirabella & Franz  
400 Garden City Plaza  
Suite 405  
Garden City NY 11530

**SCHEDULE "A" PROPERTY DESCRIPTION**

**LEGAL DESCRIPTION (ENTIRE PARCEL) (ENVIRONMENTAL EASEMENT)**

1801 FALMOUTH AVENUE

NEW HYDE PARK, NEW YORK 11042

NASSAU COUNTY TAX MAP DESIGNATION:

SECTION 8 BLOCK 189 LOTS 1-12 & 42-73 BOTH INCLUSIVE

All that certain plot, piece or parcel of land situate, lying and being in New Hyde Park, Town of New Hempstead, County of Nassau, State of New York, being known and designated as Section 8, Block 189, Lots 1-12, 42-73, being more particularly bounded and described as follows:

BEGINNING at a point at the intersection of the northerly line of Falmouth Avenue and the easterly line of Gould Street. Running thence from said point of BEGINNING the following courses;

Northerly along said easterly line of Gould Street,  
North 15 degrees 39 minutes 45 seconds West, 200.00 feet to the southerly line of Evergreen Avenue. Thence easterly along said line,  
North 74 degrees 20 minutes 15 seconds East, 340.00 feet to a point. Thence,  
South 15 degrees 39 minutes 45 seconds East, 100.00 feet; thence,  
North 74 degrees 20 minutes 15 seconds East, 200.00 feet; thence,  
South 15 degrees 39 minutes 45 seconds East, 100.00 feet to a point on said northerly line of Falmouth Avenue. Thence westerly along said line,  
South 74 degrees 20 minutes 15 seconds West, 540.00 feet to the point or place of BEGINNING.

Said parcel having an area of 2.020 acres more or less.

**DEED DESCRIPTION (BOOK 6792 PAGE 459)**

All that certain plot, piece or parcel of land situate, with the buildings and improvements thereon erected, situate, lying and being at or near New Hyde Park, Town of North Hempstead, County of Nassau, State of New York, shown and described on a certain map entitled "Map of New Hyde Park Estates", situated at New Hyde Park, Nassau County, N.Y., dated June 24, 1926, made by Paul H. Rosa, C.E. and surveyor, filed in the office of the Clerk of Nassau County as Map No. 615, more particularly described as follows:

Block 4, Lots Nos. 1 to 12, both inclusive, and Lots Nos. 42 to 73, both inclusive, New Map #682.

## Notice to Municipality

June 5, 2024

Jennifer DeSena, Town Supervisor  
Town of North Hempstead  
220 Plandome Road  
Manhasset, NY 11030

Re: Environmental Easement

Dear Ms. DeSena:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on April 1, 2024, by Seaboard Estates, Inc., for property at 1801 Falmouth Avenue, New Hyde Park, Nassau County, New York, Tax Map No. SBL 8—189—1-12 & 42-73, DEC Site No: 130211.

This Environmental Easement restricts future use of the above-referenced property to commercial or industrial uses as defined by 6 NYCRR § 375-1.8(g). 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.

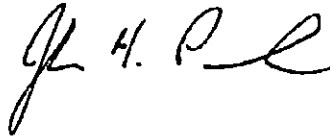
Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

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 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 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,

A handwritten signature in black ink, appearing to read "J. H. Paul". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

John H. Paul

Beveridge & Diamond PC  
825 Third Ave, 16<sup>th</sup> Floor  
New York, NY 10022  
212-702-5456  
jpaul@bdlaw.com

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
BROWNFIELD CLEANUP PROGRAM**

**BROWNFIELD SITE CLEANUP AGREEMENT**

NYSDEC Site No. 130211  
1801 Falmouth Avenue  
New Hyde Park, New York 11040

Volunteer: Seaboard Estates, Inc.

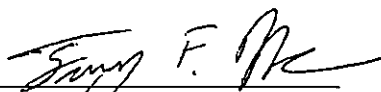
**AFFIDAVIT OF MAILING**

**Timothy F. Nevins**, being duly sworn, attests the following:

1. I am over 18 years of age, and reside in New York, New York. I hereby attest that on June 5, 2024, I served via Federal Express, true and correct copies of the annexed Notice to the Town of North Hempstead, and appending a true copy of the recorded Environmental Easement granted to the Department on April 1, 2024, by Seaboard Estates, Inc., by depositing them, enclosed in a properly addressed envelope, in an official depository of Federal Express, for delivery to the following address:

- Jennifer Desena, Town Supervisor  
Town of North Hempstead  
220 Plandome Road  
Manhasset, NY 11030

Dated: New York, New York  
June 5, 2024

  
Timothy F. Nevins

Sworn to before me this 5th day of June, 2024

  
Notary Public

