CERTILMAN BALIN
ATTORNEYS

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

BARRY S. COHEN
PARTNER
DIRECT DIAL 516.296.7044
bcohen@certilmanbalin.com

March 30, 2023

Via Federal Express

Jennifer Andaloro
DEC Project Attorney
Office of General Counsel
New York State Department of
Environmental Conservation
625 Broadway
Albany, New York 12233-1010

Re: *Environmental Easement Recording*
Former Mangrove Feather Facility
DEC Site No.: 130251

Dear Ms. Andaloro:

Attached please find proof that the above-referenced Environmental Easement was recorded with the Nassau County Clerk's Office on March 16, 2023, and proof that the required Municipal Notice was provided to the Village of Lynbrook.

Please do not hesitate to contact me if you have any questions.

Very truly yours,

Barry S. Cohen

cc: Melissa L. Sweet, P.E. (via email w/out attachment)
Stephen Lawrence (via email w/out attachment)
Ms. Cheryl Salem (via email w/out attachment)

60 2023 00016475

Nassau County
Maureen OConnell
County Clerk
Mineola, NY 11501

Instrument Number: 2023- 00016475
As
D06 - AGREEMENT

Recorded On: March 16, 2023
Parties: 43-47 BROADWAY REALTY LLC
TO PEOPLE OF THE STATE OF NEW YORK
Recorded By: ADVANTAGE TITLE

Billable Pages: 9
Num Of Pages: 10
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 15745	Basic	0.00	Spec ASST	0.00
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	37	519	119		HEMPSTEAD
2	37	519	120		HEMPSTEAD
3	37	519	121		HEMPSTEAD
4	37	519	122		HEMPSTEAD
5	37	519	123		HEMPSTEAD
6	37	519	124		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: 2023- 00016475
Receipt Number: 2825212
Recorded Date/Time: March 16, 2023 12:15:57P
Book-Vol/Pg: Bk-D Vl-14359 Pg-502
Cashier / Station: 0 LLS / NCCL-1HZ3182

Record and Return To:
ADVANTAGE TITLE
201 OLD COUNTRY RD STE 200
ATT MEAGHAN PURNQUEL
MELVILLE NY 11747

NASSAU COUNTY STATE OF NEW YORK

Maureen O'Connell

County Clerk Maureen O'Connell

9

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

THIS INDENTURE made this 8th day of March, 2023, between Owner, 43-47 Broadway Realty LLC, having an office at c/o Breslin Realty Development Corp., 500 Old Country Road, Garden City, 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,

37
519
119-124

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 47 Broadway in the Town of Hempstead, Village of Lynbrook, 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 37 Block 519 Lots 119, 120, 121, 122, 123 and 124, being the same as that property conveyed to Grantor by deed dated April 13, 2022 and recorded in the Nassau County Clerk's Office in Liber and Page 14245/5. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately .43 +/- acres, and is hereinafter more fully described in the Land Title Survey dated January 9, 2023 prepared by Christopher C. Danforth L.S. (License No. 050848) of VHB Engineering, Surveying, Landscape Architecture and Geology, P.C., 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: CO1-20220914-210, 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 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 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: 130251
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.

43-47 Broadway Realty LLC:

By: _____

Print Name: Kenneth Breslin

Title: Auth. Signatory Date: 2/28/23

Grantor's Acknowledgment

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

On the 28 day of February, in the year 2023, before me, the undersigned, personally appeared Kenneth Breslin, 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

JILL E. TARAN
Notary Public, State of NY
01TA6165874
Qualified in Nassau County
Commission Expires 5/14/2023

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 Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 8th day of March, in the year 2023 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.

Jennifer Andaloro
Notary Public - State of New York

JENNIFER ANDALORO
Notary Public, State of New York
No. 02AN6098296
Qualified in Albany County
Commission Expires January 14, 2024

SCHEDULE "A" PROPERTY DESCRIPTION

ALL THAT CERTAIN PLOT PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE INCORPORATED VILLAGE OF LYNBROOK, TOWN OF HEMPSTEAD, COUNTY OF NASSAU AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE NORTHERLY SIDE OF BROADWAY WITH THE WESTERLY SIDE OF LANGDON PLACE;

THENCE ALONG THE WESTERLY SIDE OF LANGDON PLACE NORTH 44° 41' 49" WEST A DISTANCE OF 138.00' (FEET) TO A POINT;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG LAND NOW OR FORMERLY 43-47 BROADWAY REALTY LLC SOUTH 45° 18' 10" WEST A DISTANCE OF 179.98' (FEET) TO A POINT SAID POINT BEING ON THE NORTHERLY SIDE OF SAPERSTEIN PLAZA;

THENCE ALONG THE NORTHERLY SIDE OF SAPERSTEIN PLAZA SOUTH 77° 25' 19" EAST A DISTANCE OF 163.98' (FEET) TO A POINT SAID POINT BEING THE INTERSECTION OF THE NORTHERLY SIDE OF SAPERSTEIN PLAZA AND THE NORTHERLY SIDE OF BROADWAY;

THENCE ALONG THE NORTHERLY SIDE OF BROADWAY NORTH 45° 19' 56" EAST A DISTANCE OF 91.33' (FEET) TO THE POINT OF BEGINNING;

PARCEL CONTAINING 18,716.09 SQUARE FEET (0.43 ACRES)

R+R
Advantage Title
201010 Country Road Suite 200
Melville NY 11747
Att: Meaghan Purnavel

CERTILMANBALIN
ATTORNEYS

90 MERRICK AVENUE, 9TH FLOOR
EAST MEADOW, NY 11554
PHONE: 516.296.7000 • FAX: 516.296.7111
www.certilmanbalin.com

BARRY S. COHEN
PARTNER
DIRECT DIAL 516.296.7044
bcohen@certilmanbalin.com

7014 2120 0000 7344 9330

March 27, 2023

Via Certified Mail

The Incorporated Village of Lynbrook
P.O. Box 7021
Lynbrook, New York 11563-7021
Attn: Alan C. Beach, Mayor

Re: Environmental Easement

Dear Mayor Beach:

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department") on March 8, 2023, by 43-47 Broadway Realty LLC, for property at 47 Broadway, Lynbrook, New York, Nassau County Tax Map Section 37, Block 519, Lots 119-124; DEC Site No: 130251.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial or industrial uses. 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,

CERTILMAN BALIN ADLER & HYMAN, LLP

Barry S. Cohen
Title: Partner

BSC/gnm
Enclosure

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Postage	$ 4.05
Certified Fee	4.15
Return Receipt Fee (Endorsement Required)	3.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here
MAR 27 2023
GARDEN CITY NY 11530

B. Cohen

7014 2120 0000 7344 9330

Sent To: Mayor Alan C. Beach, Inc. Village of Lynbrook
Street & Apt. No., or PO Box No.: PO BOX 7021
City, State, ZIP+4: Lynbrook, NY 11563-7021

PS Form 3800, July 2014 — See Reverse for Instructions