

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

April 10, 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

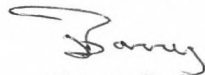
Re: *Environmental Easement Package*
Site Name: Cardwell Condenser Corporation
DEC Site No.: 152035

Dear Jen:

Attached please find proof that the above-referenced Environmental Easement was recorded with the Suffolk County Clerk's Office on April 5, 2023, and proof that the required Municipal Notice was provided to the Town of Babylon.

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

Sincerely,



Barry S. Cohen

BSC/gnm

Enclosures

cc: Cheryl Salem (w/enc.) (via email)
Jared Donaldson (w/enc.) (via email)



COUNTY CLERK'S OFFICE
STATE OF NEW YORK
COUNTY OF SUFFOLK

The Clerk of the County of Suffolk and the Court of Record thereof do hereby certify that I have compared the annexed with the original

EASEMENT

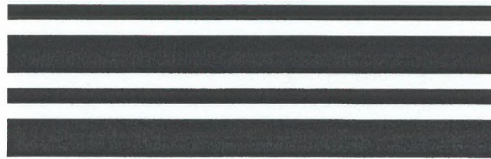
recorded in my office on **04/05/2023** under Liber **D00013196** and Page **201** and, that the same is a true copy thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Court this **04/05/2023**

SUFFOLK COUNTY CLERK

VINCENT PULEO

SEAL



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: EASEMENT

Number of Pages: 10

Receipt Number : 23-0046615

TRANSFER TAX NUMBER: 22-23381

Recorded: 04/05/2023

At: 09:44:36 AM

LIBER: D00013196

PAGE: 201

District:

0103

Section:

019.00

Block:

03.00

Lot:

048.001

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount:

\$0.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$0.00	YES	Handling	\$0.00	YES
COE	\$0.00	YES	NYS SRCHG	\$0.00	YES
TP-584	\$0.00	YES	Notation	\$0.00	YES
Cert.Copies	\$0.00	YES	RPT	\$0.00	YES
Transfer tax	\$0.00	YES			
			Fees Paid	\$0.00	

TRANSFER TAX NUMBER: 22-23381

THIS PAGE IS A PART OF THE INSTRUMENT

THIS IS NOT A BILL

Vincent Puleo
County Clerk, Suffolk County

Number of pages

10

RECORDED
2023 Apr 05 09:44:36 AM
Vincent Puleo
CLERK OF
SUFFOLK COUNTY
L D00013196
P 201
DT# 22-23381

This document will be public
record. Please remove all
Social Security Numbers
prior to recording.

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee

50

Handling

20. 00

TP-584

5

Notation

EA-52 17 (County)

Sub Total

EA-5217(State)

R.P.T.S.A.

200

Comm. of Ed.

5. 00

Affidavit

Certified Copy

NYS Surcharge

15. 00

Other

Sub Total

Grand Total



Mortgage Amt.

1. Basic Tax

2. Additional Tax

Sub Total

Spec./Assit.

or

Spec. /Add.

TOT. MTG. TAX

Dual Town Dual County

Held for Appointment

Transfer Tax

Mansion Tax

The property covered by this mortgage is
or will be improved by a one or two
family dwelling only.

YES or NO

If NO, see appropriate tax clause on
page # of this instrument.

3/21/23

4

Dist. 0103

5053091

0103 01900 0300 048001

Real Property
Tax Service
Agency
Verification



5

Community Preservation Fund

Consideration Amount \$

CPF Tax Due

\$

6

Satisfactions/Discharges/Releases List Property Owners Mailing Address
RECORD & RETURN TO:

Certilman Balin Adler & Hyman, LLP
Attn: Barry Cohen, Esq.
90 Merrick Avenue
East Meadow, New York 11554

Improved

Vacant Land

TD

TD

TD

Mail to: Judith A. Pascale, Suffolk County Clerk

310 Center Drive, Riverhead, NY 11901

www.suffolkcountyny.gov/clerk

7

Title Company Information

Co. Name

Title #

8

Suffolk County Recording & Endorsement Page

This page forms part of the attached Environmental Easement made
by: (SPECIFY TYPE OF INSTRUMENT)

Buccino Realty, LLC

The premises herein is situated in
SUFFOLK COUNTY, NEW YORK.

TO

The People of the State of New York, acting through
their Commissioner of the NYSDEC

In the TOWN of Babylon

In the VILLAGE

or HAMLET of Incorporated Village of Lindenhurst

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)

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

THIS INDENTURE made this 21st day of March, 2023, between Owner Buccino Realty, LLC, having an office at 80 E. Montauk Highway, Lindenhurst, County of Suffolk, 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 80 East Montauk Highway in the Incorporated Village of Lindenhurst, Town of Babylon, County of Suffolk and State of New York, known and designated on the tax map of the County Clerk of Suffolk as tax map parcel number: District 0103 Section 019.00 Block 03.00 Lot 048.001, being the same as that property conveyed to Grantor by deed dated June 21, 2021 and recorded in the Suffolk County Clerk's Office in Liber and Page D00013182/906. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.42 +/- acres, and is hereinafter more fully described in the Land Title Survey dated August 19, 2002 and last revised October 24, 2019 prepared by John A. Robinson, L.L.S., 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 that Consent Decree dated August 5, 1999 and So Ordered by the Judge for the United States District Court, Eastern District of New York in Civil Action # 97-5121, 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:

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 Suffolk 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, Restricted Residential or Commercial purposes as defined in 6NYCRR 375-1.8(g)(i), (ii) and (iii), 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: 152035
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.

Buccino Realty, LLC:

By: 

Print Name: PETER J BUCCINO

Title: Pres

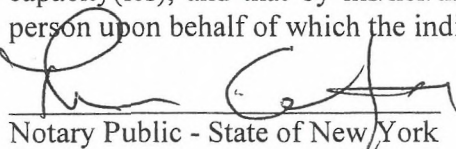
Date: 3-1-23

Grantor's Acknowledgment

STATE OF NEW YORK)

COUNTY OF Suffolk) ss:

On the 01 day of March in the year 20 23 before me, the undersigned, personally appeared Peter J. Buccino 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

THERESA COSTANZA
Notary Public - State of New York
NO. 01C05039074
Qualified in Nassau County
My Commission Expires Feb 13, 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 Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 21st 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. 02AN6098246
Qualified in Albany County 24
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 Lindenhurst, Town of Babylon, County of Suffolk and State of New York bounded and described as follows:

BEGINNING at a point marked by a monument, formed by the intersection of the northerly side of East Montauk Highway (SR 27A) with the easterly side of Lincoln Avenue;

RUNNING THENCE North 16 degrees 47 minutes 30 seconds West along the said easterly side of Lincoln Avenue a distance of 363.83 feet to a point marked by a monument;

RUNNING THENCE North 73 degrees 12 minutes 30 seconds East a distance of 169.00 feet to a point marked by a stake;

RUNNING THENCE South 16 degrees 47 minutes 30 seconds East a distance of 371.45 feet to a point on the northerly side of said East Montauk Highway;

RUNNING THENCE South 75 degrees 47 minutes 20 seconds West 169.17 feet along the said northerly side of East Montauk Highway to the point or place of BEGINNING.

This property includes about 62,131 square feet or 1.42 acres of land in area.

7014 2120 0000 7344 9347

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

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

OFFICIAL USE

Postage	\$ 1.74
Certified Fee	4.15
Return Receipt Fee (Endorsement Required)	3.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 9.24



Postmark
Here

B. Cohen

Sent To

Rich Schaffer, Town of Babylon

Street & Apt. No.,
or PO Box No. 2008 Sunrise Hwy

City, State, ZIP+4
Lindenhurst NY 11757

PS Form 3800, July 2014

See Reverse for Instructions