

Received 15 Feb 2023



LANGDON TITLE

February 8th, 2023

Office of General Counsel
NYSDEC
625 Broadway
Albany, NY 12233

Re: Title No. LTAREC-101859
Premises: 8 Drayton Avenue, Islip NY 11751 (Suffolk County)
Return of Recorded Documents

To Whom It May Concern:

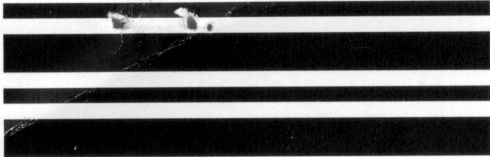
In reference to the above-mentioned premises, enclosed please find the following recorded documents:

1. Easement

Please contact this office if you have questions or comments. Thank you for allowing Langdon Title Agency to be of service.

Yours truly,

Andrew Batres
Recording Department



SUFFOLK COUNTY CLERK
 RECORDS OFFICE
 RECORDING PAGE

Type of Instrument: EASEMENT
 Number of Pages: 11
 Receipt Number : 22-0113349
 TRANSFER TAX NUMBER: 21-41175

Recorded: 07/12/2022
 At: 01:33:30 PM
 LIBER: D00013164
 PAGE: 427

District: 0500 Section: 224.00 Block: 01.00 Lot: 092.001

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$0.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$55.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
TP-584	\$10.00	NO	Notation	\$0.00	NO
Cert.Copies	\$0.00	NO	RPT	\$200.00	NO
Transfer tax	\$0.00	NO			
			Fees Paid	\$305.00	

TRANSFER TAX NUMBER: 21-41175

THIS PAGE IS A PART OF THE INSTRUMENT
 THIS IS NOT A BILL

JUDITH A. PASCALE
 County Clerk, Suffolk County

1 2

Number of pages

11

RECORDED
2002 JUL 12 01:35:30 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
100013184
P 427
574 21-41175

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 55

Handling 20.00

TP-584 X2 10-

Notation _____

EA-52 17 (County) _____

EA-5217(State) _____

R.P.T.S.A. 200-

Comm. of Ed. 5.00

Affidavit _____

Certified Copy _____

NYS Surcharge 15.00

Other _____

Sub Total 85.-

Sub Total 220

Grand Total 305.-



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.

2-7-22.

4 Dist. 0 4856393 0500 22400 0100 092001 Lot 000, 001

Real Property Tax Service Agency Verification



5 Community Preservation Fund

Consideration Amount \$ _____

CPF Tax Due \$ _____

6 Satisfactions/Discharges/Releases List of Property _____

RECORD & RETURN TO:

Andrew Batres
Langdon Title
463 Seventh Ave, suite 701
NY NY 10018

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 Langdon Title

Title # LTAREC-101859

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached Easement made by: Drayton Avenue, LLC

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

In the TOWN of Islip
In the VILLAGE _____
or HAMLET of _____

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 ^{as of} this 7th day of February, 2022, between Owner, Drayton Avenue, LLC, having an office at 1 Kansas Place, Brooklyn, County of Kings, 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 8 Drayton Avenue in the Town of Islip, 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: Section 224 Block 01.00 Lot 092.0001, being the same as that property conveyed to Grantor by deed dated December 15, 2020 and recorded in the Suffolk County Clerk's Office in Liber and Page D00013099 page 237. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately .20 +/- acres, and is hereinafter more fully described in the Land Title Survey on the Map of North Bay Shore, Section 1, filed in Suffolk County's Clerk Office as Map No. 1309, on May 9, 1940, plot no. 130, 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: R1-2020-0810-131. 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 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 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

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.

Enter Grantor's Name: DRAYTON AVENUE, LLC

By: Mark Meltser

Print Name :MARK MELTSER

Title: Managing Member Date: January ,2022

Grantor's Acknowledgment

STATE OF NEW ~~YORK~~ ^{Jersey})
) ss:
COUNTY OF ~~Union~~ ^{Union})

On the 12 day of JAN, in the year 2022, before me, the undersigned, personally appeared Mark Meltser, 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.

Matilde R. Rebelo
Notary Public - State of New ~~York~~ ^{Jersey}

MATILDE R. REBELO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 14, 2024

THE UNIVERSITY OF
TO THE

RECEIVED
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UNIVERSITY OF TORONTO

SCHEDULE "A" PROPERTY DESCRIPTION



SCHEDULE A

PROPERTY DESCRIPTION

Page 1 of 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk and State of New York, known and designated on a certain map entitled, "Map of North Bay Shore, Section 1", and filed in the Suffolk County Clerk's Office as Map No. 1309, on May 9, 1940, Plot No. 130, said lot being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Drayton Avenue distant 200.00 feet easterly from the corner formed by the intersection of the easterly side of Fifth Avenue with the southerly side of Drayton Avenue;

RUNNING THENCE South 84 degrees 28 minutes 25 seconds East, along the southerly side of Drayton Avenue, 100.00 feet;

THENCE South 5 degrees 31 minutes 35 seconds West, 200.00 feet;

THENCE North 84 degrees 28 minutes 25 seconds West, 100.00 feet;

THENCE North 5 degrees 31 minutes 35 seconds East, 200.00 feet to the southerly side of Drayton Avenue, the point or place of BEGINNING.

Our policies of title insurance include such buildings and improvements thereon which by law constitute real property, unless specifically excepted therein. Now is the time to determine whether we have examined all of the property and easements which you desire to be insured. If there are appurtenant easements to be insured, please request such insurance. In some cases, our rate manual provided for an additional charges for such insurance.

FOR CONVEYANCING ONLY

TOGETHER with all right, title and interest of, in and to any land lying in the street and roads abutting the above described premises.
