

**BARCLAY DAMON** <sup>LLP</sup>

**Courtney M. Merriman**  
Counsel



July 1, 2015

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Bureau of Remediation  
Office of General Counsel, 14th Floor  
New York State Department of Environmental Conservation  
625 Broadway  
Albany, NY 12233-1500

Re: Sag Harbor Environmental Easement  
Address: 11 Bridge Street, Village of Sag Harbor, Town of Southampton, NY  
Owner: FRB1 LLC  
DEC Site ID.: 152159

Dear Ladies and Gentlemen:

Enclosed please find the following documentation pertaining to the above-referenced matter:

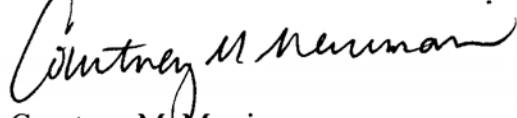
1. Photocopy of the filing receipt from the Suffolk County Clerk for the filing of the Environmental Easement;
2. Proof of mailing of the municipality notification letter to the Supervisor of the Town of Southampton;
3. Proof of mailing of the municipality notification letter to the Chief Building Inspector of the Town of Southampton;
4. Proof of mailing of the municipality notification letter to the Mayor of the Village of Sag Harbor;
5. Proof of mailing of the municipality notification letter to the Senior Building Inspector of the Village of Sag Harbor.

One Park Place – 300 South State Street – Syracuse, New York 13202 barclaydamon.com  
cmerriman@barclaydamon.com Direct: 315.425.2715 Fax: 315.703.7359

Bureau of Remediation  
July 1, 2015  
Page 2

I trust this satisfies the final requirements related to the Environmental Easement at this location. Should you require any further information, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, reading "Courtney M. Merriman". The signature is written in a cursive style with a large initial 'C'.

Courtney M. Merriman

CMM:jml  
Enclosures

**BARCLAY DAMON<sup>LLP</sup>**

**Courtney M. Merriman**  
*Counsel*

June 18, 2015

**VIA CERTIFIED MAIL**

Anna Throne-Hoist, Supervisor  
Town of Southampton  
116 Hampton Road  
Southampton, NY 11968

Re: 11 Bridge Street Environmental Easement  
Address: 11 Bridge Street, Village of Sag Harbor, Town of Southampton, NY  
Owner: FRB1 LLC  
Site No.: 152159

Dear Supervisor Throne-Hoist:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("DEC")

on April 8, 2015  
by FRB1 LLC  
for property at 11 Bridge Street, Village of Sag Harbor, Town of Southampton, NY  
Tax Map No. 0903-002.00-02.00-011.000  
DEC Site No: 152159

This Environmental Easement restricts future use of the above-referenced property to restricted 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

June 18, 2015

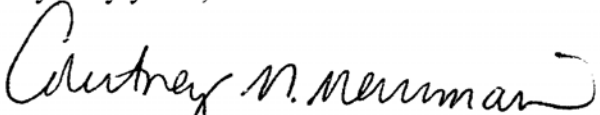
Page 2

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,



Courtney M. Merriman

CMM/jml  
Attachment

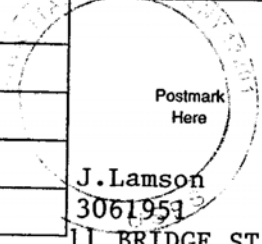
cc: Michael Benincasa, Chief Building Inspector (with attachment)

7012 3050 0002 1309 7200

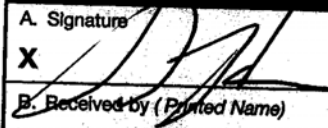
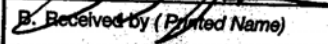
**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)®

**OFFICIAL USE**

Postage	\$	 J. Lamson 3061951 11 BRIDGE ST.
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	
Sent To <b>MICHAEL BENINCASA</b> <b>CHIEF BUILDING INSPECTOR</b>		
Street, Apt. No., or PO Box No. <b>116 HAMPTON ROAD</b>		
City, State, ZIP+4 <b>SOUTHAMPTON, NY 11968</b>		

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) </p> <p>C. Date of Delivery <b>JUN 23 2015</b></p>	
<p>1. Article Addressed to:</p> <p><b>MICHAEL BENINCASA</b> <b>CHIEF BUILDING INSPECTOR</b> <b>BUILDING &amp; ZONING DIVISION</b> <b>TOWN OF SOUTHAMPTON</b> <b>116 HAMPTON ROAD</b> <b>SOUTHAMPTON, NY 11968</b></p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <p><b>3061951</b> <b>11 BRIDGE STREET</b></p>	
<p>2. Article Number (Transfer from service label)</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

7012 3050 0002 1309 7200

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-11-1500

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	Postmark Here  J. Lamson 3061951 11 BRIDGE ST.
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To  
ANNA THRONE-HOIST, SUPERVISOR  
Street, Apt. No., or PO Box No. TOWN OF SOUTHAMPTON  
116 HAMPTON ROAD  
City, State, ZIP+4 SOUTHAMPTON, NY 11968

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ANNA THRONE-HOIST, SUPERVISOR  
TOWN OF SOUTHAMPTON  
116 HAMPTON ROAD  
SOUTHAMPTON, NY 11968

2. Article Number

(Transfer from service label)

7012 3050 0002 1309 7231

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  ☐ Agent  
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery  
JUN 22 2015

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☒ No

3061951  
11 BRIDGE STREET

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes



SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: EASEMENT

Number of Pages: 10

Receipt Number : 15-0057756

TRANSFER TAX NUMBER: 14-24152

Recorded: 04/30/2015

At: 10:08:58 AM

LIBER: D00012815

PAGE: 397

District:

0903

Section:

002.00

Block:

02.00

Lot:

011.000

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount:

\$0.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$50.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
TP-584	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$6.50	NO	RPT	\$60.00	NO
Transfer tax	\$0.00	NO	Comm.Pres	\$0.00	NO
			Fees Paid	\$161.50	

TRANSFER TAX NUMBER: 14-24152

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

10

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

RECORDED  
2015 Apr 30 10:08:58 AM  
JUDITH A. PASCALE  
CLERK OF  
SUFFOLK COUNTY  
L D00012815  
P 397  
DT# 14-24152

Deed / Mortgage Instrument      Deed / Mortgage Tax Stamp      Recording / Filing Stamps

3 FEES

Page / Filing Fee \_\_\_\_\_  
Handling 20.00  
TP-584 5-  
Notation \_\_\_\_\_  
EA-52 17 (County) \_\_\_\_\_ Sub Total \_\_\_\_\_  
EA-5217 (State) \_\_\_\_\_  
R.P.T.S.A. Leo  
Comm. of Ed. 5.00  
Affidavit \_\_\_\_\_  
Certified Copy 6.50  
NYS Surcharge 15.00 Sub Total 161.50  
Other \_\_\_\_\_ Grand Total 161.50



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.

4 0903 Dist. 2919600 0903 00200 0200 011000

Real Property  
Tax Service  
Agency  
Verification



5 Community Preservation Fund

Consideration Amount \$ \_\_\_\_\_  
CPF Tax Due \$ \_\_\_\_\_  
Improved \_\_\_\_\_  
Vacant Land \_\_\_\_\_  
TD \_\_\_\_\_  
TD \_\_\_\_\_  
TD \_\_\_\_\_

6 Satisfactions/Discharges/Releases List Property Owners Mailing Address  
RECORD & RETURN TO:  
Hiscock & Barclay  
One Park Place  
300 South State Street  
Syracuse NY 13202

Mail to: Judith A. Pascale, Suffolk County Clerk  
310 Center Drive, Riverhead, NY 11901  
www.suffolkcountyny.gov/clerk

7 Title Company Information  
Co. Name all state  
Title # county

8 Suffolk County Recording & Endorsement Page

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

FRBI LLC

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

People of the State of  
New York

In the TOWN of Southampton  
In the VILLAGE of Sag Harbor  
or HAMLET of

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



## **IMPORTANT NOTICE**

If the document you've just recorded is your **SATISFACTION OF MORTGAGE**, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, \*you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year: on or before January 10<sup>th</sup> and on or before May 31<sup>st</sup>. Failure to make payments in a timely fashion could result in a penalty.

**Please contact your local Town Tax Receiver with any questions regarding property tax payment.**

Babylon Town Receiver of Taxes  
200 East Sunrise Highway  
North Lindenhurst, N.Y. 11757  
(631) 957-3004

Brookhaven Town Receiver of Taxes  
One Independence Hill  
Farmingville, N.Y. 11738  
(631) 451-9009

East Hampton Town Receiver of Taxes  
300 Pantigo Place  
East Hampton, N.Y. 11937  
(631) 324-2770

Huntington Town Receiver of Taxes  
100 Main Street  
Huntington, N.Y. 11743  
(631) 351-3217

Islip Town Receiver of Taxes  
40 Nassau Avenue  
Islip, N.Y. 11751  
(631) 224-5580

Riverhead Town Receiver of Taxes  
200 Howell Avenue  
Riverhead, N.Y. 11901  
(631) 727-3200

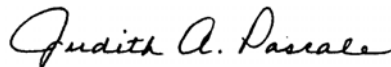
Shelter Island Town Receiver of Taxes  
Shelter Island Town Hall  
Shelter Island, N.Y. 11964  
(631) 749-3338

Smithtown Town Receiver of Taxes  
99 West Main Street  
Smithtown, N.Y. 11787  
(631) 360-7610

Southampton Town Receiver of Taxes  
116 Hampton Road  
Southampton, N.Y. 11968  
(631) 283-6514

Southold Town Receiver of Taxes  
53095 Main Street  
Southold, N.Y. 11971  
(631) 765-1803

Sincerely,



Judith A. Pascale  
Suffolk County Clerk

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

**THIS INDENTURE** made this 5<sup>th</sup> day of April, 2013 between Owner(s) FRB1 LLC, having an office at c/o Gale and Freddie Bernheim, 5709 North Ocean Boulevard, Ocean Ridge, Florida 33435 (collectively 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 11 Bridge Street in the Village of Sag Harbor, Town of Southampton, 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 numbers: District: 903 Section: 02 Block: 02 Lot: 11, being the same as that property conveyed to grantor by deed dated June 15, 2010 and recorded in the Suffolk County Clerk's Office in Liber 12630 at page 628. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.69 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 05, 2013, signed and certified on September 17, 2013, and revised on December 9, 2013 prepared by Kennon Surveying Services Inc., 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

[10/12]

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: D1-0002-98-11, 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

[10/12]

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: 152159  
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  
[10/12]

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.

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

Grantor: FRB1 LLC

By:

*Freddie Bernheim* *Freddie Bernheim*

Print Name: Freddie Bernheim

Title: Sole Manager and Member Date: 2/5/15

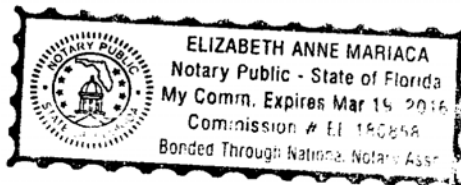
#### Grantor's Acknowledgment

STATE OF ~~NEW YORK~~ <sup>Florida</sup> )  
 ) ss:  
COUNTY OF ~~Palm Beach~~ <sup>Palm Beach</sup>

On the 5<sup>th</sup> day of February in the year 20 15, before me, the undersigned, personally appeared Freddie Bernheim, 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.

*G. Maria*  
Notary Public - State of New York

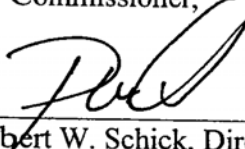
*Glouch*



*5/19/16*  
*#EE*  
*180858*

**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,

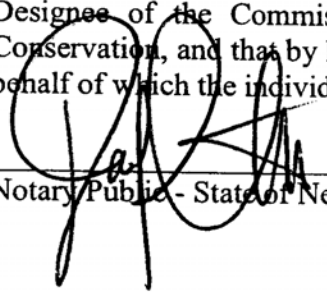
By:

  
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 8<sup>th</sup> day of April, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, 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.

  
Notary Public - State of New York

**David J. Chiusano**  
**Notary Public, State of New York**  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2016



**SCHEDULE "A"**  
**ENVIRONMENTAL EASEMENT**  
**PROPERTY DESCRIPTION**

**PROPERTY DESCRIPTION**

DISTRICT 903 - SECTION 02 - BLOCK 02 - LOT 11  
11 BRIDGE STREET  
VILLAGE OF SAG HARBOR, TOWN OF SOUTHAMPTON  
SUFFOLK COUNTY, NEW YORK

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING AT VILLAGE OF SAG HARBOR, TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK, AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF BRIDGE STREET AT THE SOUTHWESTERLY CORNER OF LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION, SAID POINT BEING SITUATE THE FOLLOWING FOUR COURSES AND DISTANCES AS MEASURED FROM INTERSECTION OF THE WESTERLY SIDE OF MEADOW STREET AND THE NORTHERLY SIDE OF NASSAU STREET:

1. SOUTH 19° 05' 37" EAST 30.01 FEET AS MEASURED ALONG THE WESTERLY SIDE OF MEADOW STREET,
2. SOUTH 68° 53' 53" WEST 89.78 FEET AS MEASURED THROUGH LAND NOW OR FORMERLY VILLAGE OF SAG HARBOR,
3. SOUTH 22° 11' 47" EAST 35.00 FEET AS MEASURED ALONG LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION,
4. SOUTH 69° 12' 13" WEST 248.23 FEET STILL ALONG LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION,

RUNNING THENCE FROM SAID POINT OF BEGINNING NORTH 69° 12' 13" EAST 198.00 FEET TO A MONUMENT FOUND AND LAND NOW OR FORMERLY VILLAGE OF SAG HARBOR;

RUNNING THENCE ALONG LAND NOW OR FORMERLY VILLAGE OF SAG HARBOR THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 21° 58' 07" EAST 165.46 FEET,
2. NORTH 67° 17' 43" EAST 30.29 FEET TO LAND NOW OR FORMERLY JOHN R. GEOFFROY;

RUNNING THENCE SOUTH 18° 53' 47" EAST ALONG LAND NOW OR FORMERLY JOHN R. GEOFFROY 53.20 FEET TO LAND NOW OR FORMERLY VILLAGE ROSE HOLDING, LLC;

RUNNING THENCE SOUTH 72° 32' 23" WEST ALONG LAND NOW OR FORMERLY VILLAGE ROSE HOLDINGS, LLC AND ALONG LAND NOW OR FORMERLY RICHARD J. RICHTER AND SUSAN H. RICHTER 97.70 FEET TO LAND NOW OR FORMERLY DRJ REALTY I, LLC;

RUNNING THENCE ALONG LAND NOW OR FORMERLY DJR REALTY I, LLC AND ALONG LAND NOW OR FORMERLY TITO D. SAUBIDET & ANTONIETTE GAY THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 19° 20' 47" WEST 100.04 FEET,
2. SOUTH 69° 55' 03" WEST 130.65 FEET TO THE EASTERLY SIDE OF BRIDGE STREET;

RUNNING THENCE NORTH 23° 01' 47" WEST ALONG THE EASTERLY SIDE OF BRIDGE STREET 110.35 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 0.6966 ACRES.

**ENVIRONMENTAL EASEMENT**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING AT VILLAGE OF SAG HARBOR, TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK, AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

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CONTAINING AN AREA OF 0.6966 ACRES.



**BARCLAY DAMON<sup>LLP</sup>**

**Courtney M. Merriman**  
*Counsel*

June 18, 2015

**VIA CERTIFIED MAIL**

Brian Gilbride, Mayor  
Village of Sag Harbor  
55 Main Street  
P. O. Box 660  
Sag Harbor, NY 11963

Re: 11 Bridge Street Environmental Easement  
Address: 11 Bridge Street, Village of Sag Harbor, Town of Southampton, NY  
Owner: FBR1 LLC  
Site No.: 152159

Dear Mayor Gilbride:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("DEC")

on April 8, 2015  
by FRB1 LLC  
for property at 11 Bridge Street, Village of Sag Harbor, Town of Southampton, NY  
Tax Map No. 0903-002.00-02.00-011.000  
DEC Site No: 152159

This Environmental Easement restricts future use of the above-referenced property to restricted 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

June 18, 2015

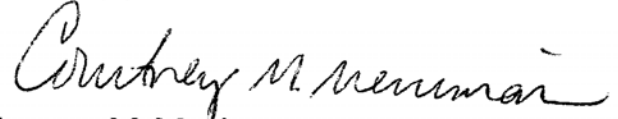
Page 2

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,



Courtney M. Merriman

CMM/jml  
Attachment

cc: Thomas Preiato, Senior Building Inspector (with attachment)

7012 3050 0002 1309 7088

U.S. Postal Service<sup>TM</sup>  
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(Endorsement Required)  
Total Postage & Fees \$

Postmark  
Here

J. Lamson  
3061951  
11 BRIDGE ST.

Sent To

BRIAN GILBRIDE, MAYOR

Street, Apt. No.,

or PO Box No.

PO BOX 660

City, State, ZIP+4

SAG HARBOR, NY 11963

PS Form 3800, August 2006

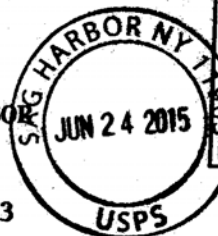
See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRIAN GILBRIDE  
MAYOR  
VILLAGE OF SAG HARBOR  
55 MAIN STREET  
PO BOX 660  
SAG HARBOR, NY 11963



2. Article Number

(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Rdu PLESS*

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

Rdu PLESS

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☒ No

3061951  
11 BRIDGE STREET

3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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PS Form 3811, February 2004

Domestic Return Receipt

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

J. Lamson  
3061951  
11 BRIDGE ST.

Sent To  
**BRIAN GILBRIDE, MAYOR**  
Street, Apt. No.,  
or PO Box No. **PO BOX 660**  
City, State, ZIP+4  
**SAG HARBOR, NY 11963**

PS Form 3800, August 2006

See Reverse for Instructions

**FROM: BARCLAY DAMON LLP**

ONE PARK PLACE  
300 SOUTH STATE STREET  
SYRACUSE, NEW YORK 13202

3158/3061951

**TO:**

BRIAN GILBRIDE  
MAYOR  
VILLAGE OF SAG HARBOR  
55 MAIN STREET  
P O BOX 660  
SAG HARBOR NY 11963

**SENDER: COMPLETE THIS SECTION**

1. To provide tracking and delivery status, also complete the return address on the reverse of the mailpiece and attach it to the back of the mailpiece. (If the return address is not on the mailpiece, it will be lost.)

BRIAN GILBRIDE  
MAYOR  
VILLAGE OF SAG HARBOR  
55 MAIN STREET  
PO BOX 660  
SAG HARBOR, NY 11963

2. Article Number  
(Transfer from service label)

7012 3050 0002 1309 7088

**COMPLETE THIS SECTION ON DELIVERY**

Received by (Printed Name)	Is delivery address different from item 1? (YES, enter delivery address below)
Is delivery address different from item 1? (YES, enter delivery address below)	Is delivery address different from item 1? (YES, enter delivery address below)
Service Type	Is delivery address different from item 1? (YES, enter delivery address below)
<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail	<input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.
Restricted Delivery? (Extra Fee)	Yes

7012 3050 0002 1309 7118

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

Postmark Here

J. Lamson  
 3061951  
 11 BRIDGE ST.

Sent To **THOMAS PREIATO**  
**SENIOR BUILDING INSPECTOR**  
 Street, Apt. No.,  
 or PO Box No. **PO BOX 660**  
 City, State, ZIP+4 **SAG HARBOR, NY 11963**

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mail piece or on the front if space permits.

1. Article Addressed to:  
**THOMAS PREIATO**  
**SENIOR BUILDING INSPECTOR**  
**VILLAGE OF SAG HARBOR**  
**55 MAIN STREET**  
**PO BOX 660**  
**SAG HARBOR, NY 11963**

2. Article Number  
 (Transfer from service label) **7012 3050 0002 1309 7118**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
*[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name)  
*[Signature]* C. Date of Delivery

Is delivery address different from item 1? ☐ Yes ☒ No  
 YES, enter delivery address below:  
**3061951**  
**BRIDGE STREET**

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1000



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7012 3050 0002 1309 7118

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**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To **THOMAS PREIATO**  
**SENIOR BUILDING INSPECTOR**  
Street, Apt. No.,  
or PO Box No. **PO BOX 660**  
City, State, ZIP+4 **SAG HARBOR, NY 11963**

PS Form 3800, August 2006

See Reverse for Instructions

UNIT

**FROM: BARCLAY DAMON LLP**  
ONE PARK PLACE  
300 SOUTH STATE STREET  
SYRACUSE, NEW YORK 13202

3158/3061951

**TO:**

**THOMAS PREIATO**  
**SENIOR BUILDING INSPECTOR**  
**VILLAGE OF SAG HARBOR**  
**55 MAIN STREET**  
**P O BOX 660**  
**SAG HARBOR NY 11963**

**SENDER: COMPLETE THIS SECTION**

- 1. Complete this section if you are sending this item by registered mail or by certified mail with restricted delivery.
- 2. Attach this receipt to the back of the mailpiece, or on the inside of the container.

**THOMAS PREIATO**  
**SENIOR BUILDING INSPECTOR**  
**VILLAGE OF SAG HARBOR**  
**55 MAIN STREET**  
**PO BOX 660**  
**SAG HARBOR, NY 11963**

2. Article Number  
(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery (Extra Fee) ☐ Yes ☐ No

7012 3050 0002 1309 7118