

OFFICE OF GENERAL COUNSEL

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1500
Phone: (518) 402-9185 • Fax: (518) 402-9018
www.dec.ny.gov

April 13, 2015

FILE COPY

SENT VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Ms. Courtney Merriman, Esq.
Hiscock & Barclay, LLP
One Park Place
300 South State St.
Syracuse, NY 13202

RE: Environmental Easement Packages
Site Name: K Sag Harbor MGP
Site No.: 152159
Site Address: 5 Bridge St., 11 Bridge St. and 31 Long Island Ave.

Dear Ms. Merriman:

Enclosed, please find a fully executed Environmental Easement and the TP 584 and RP-5217-PDF forms for each of the above referenced properties.

Once the Environmental Easement is recorded, the local municipality will need to be notified as well as the Notice to any parties identified as having an interest in the property, as set forth in Schedule "B" of the Title Commitment.

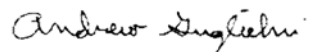
Please return a copy of the recorded easement marked by the County Clerk's Office with the date and location of recording, and a certified copy of the municipal notice. The information from the recorded easement and recorded notices are necessary to process the Certificate of Completion.



Department of
Environmental
Conservation

If you have any further questions or concerns relating to this matter, please contact our office at 518-402-9510.

Sincerely,

A handwritten signature in cursive script that reads "Andrew Guglielmi".

Andrew Guglielmi
Associate Attorney
Bureau of Remediation

cc: B. Burns, Esq., NYSDEC

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

THIS INDENTURE made this 8th day of APRIL, 2013 between Owner(s) KEYSpan GAS EAST CORPORATION, as successor-in-interest by name change to MARKETSPAN GAS CORPORATION, having an office at 175 East Old Country Road, Hicksville, 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 5 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: 10, being the same as that property conveyed to grantor by deed dated May 27, 1998 and recorded in the Suffolk County Clerk's Office in Liber 11902 at page 810. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.8 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 05, 2013, signed and certified on September 13, 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 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:

**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 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;

[10/12]

(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 [10/12]

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

[10/12]

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 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 [10/12]

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: KEYSpan GAS EAST CORPORATION

By:

Charles Willard 

Print Name: Charles Willard

Title: Director, Site Inv. + Rem Date: 4/14/2014

Grantor's Acknowledgment

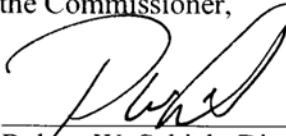
STATE OF NEW YORK)
) ss:
COUNTY OF Onondaga)

On the 14th day of April, in the year 2014, before me, the undersigned, personally appeared Charles Willard, 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~~s~~, 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.

Gayl Lynn Franssen
Notary Public - State of New York

GAYL LYNN FRANSSSEN
Notary Public, State of New York
No. 01FR6220451
Qualified in Onondaga County
Commission Expires Apr. 12, 2018

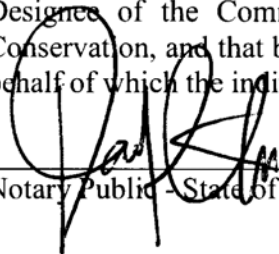
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 8th 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 10
5 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 MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG LAND NOW OR FORMERLY VACS ENTERPRISES, LLC THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. NORTH 61° 52' 03" EAST 161.03 FEET,
- 2. NORTH 67° 25' 53" EAST 90.09 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE;

RUNNING THENCE SOUTH 20° 52' 27" EAST ALONG LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE AND ALONG LAND NOW OR FORMERLY VILLAGE OF SAG HARBOR 112.31 FEET TO A POINT;

RUNNING THENCE ALONG LAND NOW OR FORMERLY VILLAGE OF SAG HARBOR THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1. NORTH 68° 53' 53" EAST 2.19 FEET,
- 2. SOUTH 22° 11' 47" EAST 35.00 FEET,
- 3. SOUTH 69° 12' 13" WEST 50.23 FEET TO A MONUMENT FOUND AND LAND NOW OR FORMERLY FRB 1, LLC;

RUNNING THENCE SOUTH 69° 12' 13" WEST ALONG LAND NOW OR FORMERLY FBR 1, LLC 198.00 FEET TO THE EASTERLY SIDE OF BRIDGE STREET;

RUNNING THENCE NORTH 23° 00' 57" WEST ALONG THE EASTERLY SIDE OF BRIDGE STREET 124.03 FEET TO THE POINT OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 0.7925 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:

BEGINNING AT A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

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CONTAINING AN AREA OF 0.7925 ACRES.

Date

Kenny L. Kennon, P.L.S.
N.Y. License No. 50171

SURVEY (Attached)

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT BY THE STATE OF NEW YORK TO THE ENVIRONMENTAL CONSERVATION DEPARTMENT PURSUANT TO ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW.

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS SURVEY MAP FOR THE SITE MANAGEMENT PLAN (SMP) OBTAINED BY ANY PARTY WITH INTEREST IN THE PROPERTY, THE SMP MAY BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL CONSERVATION CONTROL SECTION, 632 BROADWAY, ALBANY, N.Y. 12233 OR AT ecweb@dec.ny.us.

ENGINEERING/INSTITUTIONAL CONTROLS

- COMPLIANCE WITH THE ENVIRONMENTAL EASEMENT AND THE SMP BY THE GRANTEE AND THE GRANTEE'S SUCCESSORS AND ASSIGNS.
- ALL ENGINEERING CONTROLS MUST BE OPERATED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SMP.
- ALL ENGINEERING CONTROLS ON THE CONTROLLED PROPERTY MUST BE INSPECTED AT A FREQUENCY AND IN A MANNER SPECIFIED IN THE SMP.
- MONITORING OF AIR QUALITY, GROUNDWATER, AND PUBLIC HEALTH MONITORING MUST BE PERFORMED AS DEFINED IN THE SMP.
- INFORMATION PERTAINING TO SITE MANAGEMENT OF THE CONTROLLED PROPERTY MUST BE REPORTED AT THE FREQUENCY AND IN A MANNER DEFINED IN THE SMP.
- THE USE OF THE CONTROLLED PROPERTY IS LIMITED TO COMMERCIAL AND INDUSTRIAL USE AS DESCRIBED IN SECTION 375-1.6(c)(2)(iii) & (iv) OF THE ENVIRONMENTAL CONSERVATION LAW.
- THE PROPERTY MAY NOT BE USED FOR A HIGHER LEVEL OF DEVELOPMENT OR FOR ANY USE THAT WOULD REQUIRE ADDITIONAL REMEDIATION AND IMPROVEMENT OF USE WITHOUT ENVIRONMENTAL EASEMENT AS APPROVED BY THE NYS DEC.
- FUTURE ACTIVITIES ON THE PROPERTY THAT WILL DISTURB REMEDIATED MATERIALS OR MATERIALS THAT ARE IDENTIFIED IN ACCORDANCE WITH THE SMP MUST BE CONDUCTED IN CONFORMANCE WITH THE SMP.
- THE USE OF THE GROUNDWATER UNDERLYING THE PROPERTY IS PROHIBITED WITHOUT TREATMENT RENDERING IT SAFE FOR INTEREDED USE.
- THE POTENTIAL FOR VAPOR INTRUSION MUST BE EVALUATED FOR ANY BUILDINGS DEVELOPED IN THE AREA NOTED ON FIGURE (A) OF THE SMP. MATERIALS THAT ARE IDENTIFIED MUST BE MONITORED OR MITIGATED.
- VEGETABLE GARDENS AND FARMING ON THE PROPERTY ARE PROHIBITED.
- PROHIBITION OF A HEALTH AND SAFETY PLAN (HASP) AND AN EMP PRIOR TO ANY GROUND INTRUSION, ACTIVE INCLUDING UTILITY WORK, BORING COMPLETION, MONITORING WELL INSTALLATION, AND EXCAVATION.
- THE SITE OWNER OR GRANTEE SHALL SUBMIT TO NYS DEC A WRITTEN STATEMENT THAT DERIVES, UNDER PENALTY OF PERJURY, THAT (1) CONTROLS EMPLOYED AT THE CONTROLLED PROPERTY ARE MAINTAINED AND OPERATED IN ACCORDANCE WITH THE SMP, AND (2) NOTHING HAS OCCURRED THAT IMPAIRS THE ABILITY OF THE CONTROLS TO PROTECT PUBLIC HEALTH OR ENVIRONMENTAL QUALITY AND THAT SUCH STATEMENT CONSTITUTE A VIOLATION OR FAILURE TO COMPLY WITH THE SMP.

ENVIRONMENTAL EASEMENT AREA ACCESS

THE DEC OR THE GRANTEE MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN ON THIS SURVEY MAP FOR STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT.

THE PURPOSE OF THIS MAP WAS TO PREPARE AN INDIVIDUAL MAP OF LOT 10, BASED ON ORIGINAL SURVEY MAP FOR THE MATHEMATICAL GRID AT VILLAGE OF SAC HARBOR - TOWN OF SOUTHAMPTON, SUFFOLK COUNTY, NEW YORK. THIS MAP WAS PREPARED BY HOWARD W. YOUNG, N.Y.S.L.S. NO. 45893, RECORD 04-17-2012, AND WAS PREPARED TO ASSIST IN RECORDING THE SURVEY MAP FOR THE MATHEMATICAL GRID SURVEYS WERE COMPLETED TO ASSIST IN THE PREPARATION OF THIS MAP.

REV. 12-09-13 PER REVIEW COMMENTS
REV. 08-13-13 PER REVIEW COMMENTS

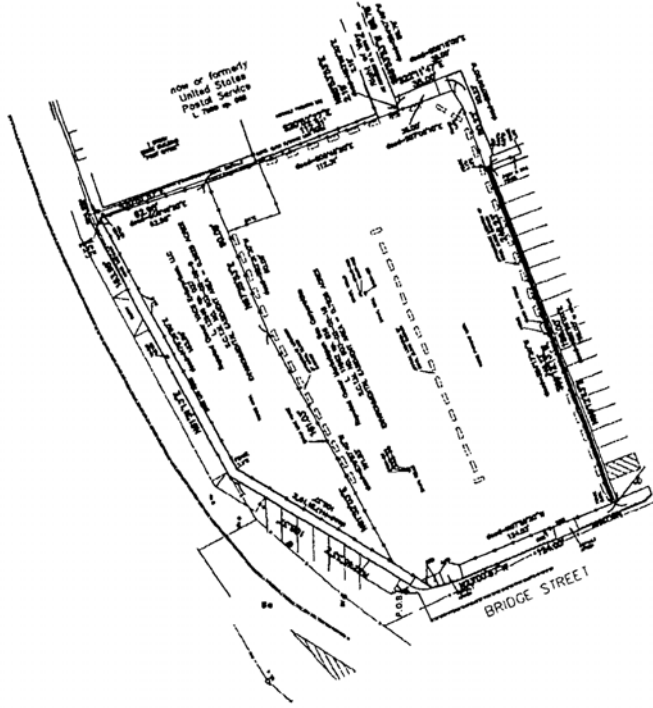
SURVEY MAP FOR NATIONAL GRID
DISTRICT 903 - SECTION 02 - BLOCK 02 - LOT 10
VILLAGE OF SAC HARBOR, TOWN OF SOUTHAMPTON
SUFFOLK COUNTY, NEW YORK
SITE NAME: SAC HARBOR MGP
SITE NO.: 152109

KSS
KENNON SURVEYING SERVICES, INC.
100 N. WISCONSIN ST., SUITE 300
MADISON, WISCONSIN 53703
TEL: 608-785-3400 FAX: 608-785-3401
WWW.KSSURVEYING.COM
DATE: 04-05-13 1" = 30' 1 OF 1

WE HEREBY CERTIFY TO (1) MARKED POINTS AS COMPARED WITH A SYSTEM OF EASTING COORDINATES, (2) THE PEOPLE OF THE STATE OF NEW YORK HAVE REVIEWED AND APPROVED THE SURVEY MAP FOR THE MATHEMATICAL GRID AT VILLAGE OF SAC HARBOR - TOWN OF SOUTHAMPTON, SUFFOLK COUNTY, NEW YORK, AND (3) THE SURVEY MAP WAS PREPARED IN ACCORDANCE WITH THE CODE OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS.

THE USE OF THIS MAP IS LIMITED TO THE PURPOSES OF THE REPORT. CONSULT WITH N.Y.S.L.S. NO. 45893, HOWARD W. YOUNG, REGISTERED BY THE CHICAGO TITLE INSURANCE COMPANY.

KENNON, P.L.S.
DATE: 04/05/13
Howard W. Young



- LEGEND**
- 1. CENTER OF THE MATHEMATICAL GRID
 - 2. EAST 90° POINT
 - 3. EAST 1/4 CORNER
 - 4. EAST 1/4 CORNER
 - 5. EAST 1/4 CORNER
 - 6. EAST 1/4 CORNER
 - 7. EAST 1/4 CORNER
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 - 100. EAST 1/4 CORNER

SUBJECTS DESCRIPTION - ENVIRONMENTAL EASEMENT-2-10
ALL THAT CERTAIN PLOT, PIECE OR PART OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON AND ALONG LAND NOW OR FORMERLY VILLAGE OF SAC HARBOR, TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK, AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:
BEING AT A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET:
RUNNING THENCE ALONG SAID POINT OF BEGINNING ALONG LAND NOW OR FORMERLY VILLES ENTERPRISES, LLC (N1/4) CORNERS AND DISTANCES:
1. NORTH 87° 35' 33" EAST 10.00 FEET TO A MONUMENT FOUND AND LAND NOW OR FORMERLY F&B 1, LLC.
2. NORTH 87° 25' 35" EAST 10.00 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE.
3. NORTH 87° 35' 33" EAST 337 FEET ALONG LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE AND ALONG LAND NOW OR FORMERLY VILLAGE OF SAC HARBOR 113.21 FEET TO A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF BRIDGE STREET.
4. SOUTH 87° 35' 33" EAST 218 FEET.
5. SOUTH 87° 25' 35" EAST 10.00 FEET.
6. SOUTH 87° 15' 15" WEST 10.00 FEET TO A MONUMENT FOUND AND LAND NOW OR FORMERLY F&B 1, LLC.
7. NORTH 87° 35' 33" WEST 113.21 FEET WEST ALONG THE EASTERLY SIDE OF BRIDGE STREET 124.03 FEET TO THE POINT OF PLACE OF BEGINNING.
CONTAINING AN AREA OF 0.1923 ACRES.

SUBJECTS DESCRIPTION - ENVIRONMENTAL EASEMENT
ALL THAT CERTAIN PLOT, PIECE OR PART OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON AND ALONG LAND NOW OR FORMERLY VILLES ENTERPRISES, LLC (N1/4) CORNERS AND DISTANCES:
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CONTAINING AN AREA OF 0.1923 ACRES.

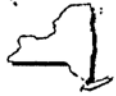
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CONTAINING AN AREA OF 0.1923 ACRES.

INTENDING AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN DEED RECORDING IN THE SUFFOLK COUNTY CLERK'S OFFICE ON JULY 6, 1996.
MARKED POINTS AS COMPARED WITH A SYSTEM OF EASTING COORDINATES, (2) THE PEOPLE OF THE STATE OF NEW YORK HAVE REVIEWED AND APPROVED THE SURVEY MAP FOR THE MATHEMATICAL GRID AT VILLAGE OF SAC HARBOR - TOWN OF SOUTHAMPTON, SUFFOLK COUNTY, NEW YORK, AND (3) THE SURVEY MAP WAS PREPARED IN ACCORDANCE WITH THE CODE OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS.

N.Y. STATE PLANNING BOARD



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor and Grantee/Transferee, including fields for Name, Mailing address, City, State, ZIP code, Social security number, and Federal EIN.

Location and description of property conveyed

Table with columns: Tax map designation - Section, block & lot, SWIS code (six digits), Street address, City, town, or village, County.

Type of property conveyed (check applicable box)

Form with numbered checkboxes 1-8 for property types (One- to three-family house, Residential cooperative, etc.) and date of conveyance field.

Condition of conveyance (check all that apply)

Form with checkboxes a-s for various conditions of conveyance (Conveyance of fee interest, Acquisition of a controlling interest, etc.).

Table for recording officer's use with columns: Amount received (Schedule B., Part I and II), Date received, Transaction number.

Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.		
2.		
3.		
4.		
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Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.		
2.		
3.		

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

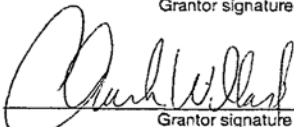
- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

KEYSPAN GAS EAST CORPORATION, as successor-in-interest
 By: name change to MARKETSPAN GAS CORPORATION

The People of the State of New York, Acting through the Dept.
 of Environmental Conservation

_____ Grantor signature	_____ Title	_____ Grantee signature	_____ Title
 Grantor signature	Director S. L. ... Title	Andrew ... Grantee signature	Attorney Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under *Exemptions for nonresident transferor(s)/seller(s)* and sign at bottom.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Peconic Bay Region Community Preservation Fund

Proceeds of this transfer tax are disbursed to the Townships in which the transaction takes place for its acquisition of land, development rights, and other interests in property for conservation purposes.

Townships:

East Hampton	03
Riverhead	06
Shelter Island	07
Southampton	09
Southold	10

Please print or type.

Schedule A Information Relating to Conveyance

Grantor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Name (individual; last, first, middle initial) KeySpan Gas East Corporation Mailing address 175 East Old Country Road City Hicksville State New York ZIP code 11801	Social Security Number Social Security Number Federal employer iden. number 11 00003434848
Grantee <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other	Name (individual; last, first, middle initial) The People of the State of New York Mailing address 625 Broadway City Albany State New York ZIP code 12233	Social Security Number Social Security Number Federal employer iden. number _____

Location and description of property conveyed

Tax map designation				Address	Village	Town
Dist	Section	Block	Lot			
0903	002.0	02.0	010.00	5 Bridge Street	Sag Harbor	Southampton

Type of property conveyed (check applicable box)

- Improved
 Vacant land

Date of conveyance
04 08 15
month day year

Dual Towns: _____

Condition of conveyance (check all that apply)

- | | | |
|---|--|---|
| a. - Conveyance of fee interest b. - Acquisition of a controlling interest (state percentage acquired _____%)
c. - Transfer of a controlling interest (state percentage transferred _____%)
d. - Conveyance to cooperative housing corporation
e. - Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest | f. - Conveyance which consists of a mere change of identity or form of ownership or organization
g. - Conveyance for which credit (or tax) previously paid will be claimed
h. - Conveyance of cooperative apartment(s) i. - Syndication
j. - Conveyance of air rights or development rights | k. - Contract assignment
l. - Option assignment or surrender
m. - Leasehold assignment or surrender n. - Leasehold grant
o. - Conveyance of an easement p. - Conveyance for which exemption is claimed (complete Schedule B, Part II)
q. - Conveyance of property partly within and partly without the state
r. - Other (describe) _____ |
|---|--|---|

Schedule B - Community Preservation Fund

Part I - Computation of Tax Due

1. Enter amount of consideration for the conveyance (from line 1 TP584 Schedule B)
2. Allowance (see below)
3. Taxable consideration (subtract line 2 from line 1)
4. 2% Community Preservation Fund (of line 3) make certified check payable to **SUFFOLK COUNTY CLERK**
5. Property not subject to CPF Tax (See Schedule C)

1	
2	
3	
4	
5	<input type="checkbox"/>

For recording officer's use	Amount received	Date received	Transaction number

Allowance:

East Hampton	\$250,000.00 Improved	\$100,000.00 Vacant Land (Unimproved)
Shelter Island	\$250,000.00 Improved	\$100,000.00 Vacant Land (Unimproved)
Southampton	\$250,000.00 Improved	\$100,000.00 Vacant Land (Unimproved)
Riverhead	\$150,000.00 Improved	\$ 75,000.00 Vacant Land (Unimproved)
Southold	\$150,000.00 Improved	\$ 75,000.00 Vacant Land (Unimproved)

Part II - Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)
- b. Conveyance is to secure a debt or other obligation
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts
- e. Conveyance is given in connection with a tax sale
- f. Conveyance is mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.)
- g. Conveyance consists of deed of partition
- h. Conveyance is given pursuant to the federal bankruptcy act
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property
- j. Conveyance of real property which is subject to restrictions which prohibit the use of the entire property for any purposes except agriculture, recreation or conservation, pursuant to Section 1449-ee (2) (j) or (k) of Article 31-D of the Tax Law. (See required Town approval, below)
- k. Conveyance of real property for open space, parks, or historic preservation purposes to any not-for-profit tax exempt corporation operated for conservation, environmental, or historic preservation purposes.
- l. Other list explanations in space below (Grandfather/Contract)
- m. The conveyance is approved for an exemption from the Community Preservation Transfer Tax, under Section 1449-ee of Article 31-D of the Tax law. (See j in Schedule C)

Town Attorney or other designated official

Penalties and Interest

Penalties

Any grantor or grantee failing to file a return or to pay any tax within the time required shall be subject to a penalty of 10% of the amount of tax due plus an interest penalty of 2% of such amount of each month of delay or fraction thereof after the expiration of the first month after such return was required to be filed or the tax became due. However, the interest penalty shall not exceed 25% in the aggregate.

Interest

Daily compounded interest will be charged on the amount of the tax due not paid within the time required.

Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete.

Grantor signature: [Handwritten Signature]

Grantor

Grantee signature: Andrew Guglielimi, Esq. NYSD&C

Grantee

FOR COUNTY USE ONLY

C1. SWIS Code _____
 C2. Date Deed Recorded _____
 Month / Day / Year
 C3. Book _____ C4. Page _____



New York State Department of
Taxation and Finance
 Office of Real Property Tax Services
RP- 5217-PDF
 Real Property Transfer Report (8/10)

PROPERTY INFORMATION

1. Property 5 Bridge Street
 Location *STREET NUMBER *STREET NAME
 Sag Harbor 11963
 *CITY OR TOWN VILLAGE *ZIP CODE
 2. Buyer Name People of the State of NY /Commissioner of DEC
 *LAST NAME/COMPANY FIRST NAME
 3. Tax Billing Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of page)
 *LAST NAME/COMPANY FIRST NAME
 *STREET NUMBER AND NAME *CITY OR TOWN *STATE *ZIP CODE
 4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR Part of a Parcel (Only If Part of a Parcel) Check as they apply:
 4A. Planning Board with Subdivision Authority Exists
 5. Deed Property Size X 0.79 4B.Subdivision Approval was Required for Transfer
 *FRONT FEET *DEPTH *ACRES 4C.Parcel Approved for Subdivision with Map Provided
 6. Seller Name KEYSpan GAS EAST CORP.
 *LAST NAME/COMPANY FIRST NAME
 *7. Select the description which most accurately describes the use of the property at the time of sale:
 Check the boxes below as they apply:
 8.Ownership Type is Condominium
 9.New Construction on a Vacant Land
 10A. Property Located within an Agricultural District
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District
 K. Public Service

SALE INFORMATION

11. Sale Contract Date _____
 *12. Date of Sale/Transfer _____
 *13. Full Sale Price _____ .00
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.
 14. Indicate the value of personal property included in the sale _____ .00
 Environmental Easement
 15. Check one or more of these conditions as applicable to transfer:
 A. Sale Between Relatives or Former Relatives
 B. Sale between Related Companies or Partners in Business.
 C. One of the Buyers is also a Seller
 D. Buyer or Seller is Government Agency or Lending Institution
 E. Deed Type not Warranty or Bargain and Sale (Specify Below)
 F. Sale of Fractional or Less than Fee Interest (Specify Below)
 G. Significant Change in Property Between Taxable Status and Sale Dates
 H. Sale of Business is Included in Sale Price
 I. Other Unusual Factors Affecting Sale Price (Specify Below)
 J. None
 Comment(s) on Condition:

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(Y) 13 *17. Total Assessed Value 551,031
 *18. Property Class 873 *19. School District Name Southhampton
 *20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier)
 0903-002.00-02.00-010.000

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE: *Charles Withard* DATE: 4/16/2014
 BUYER SIGNATURE: *Andrew Guglielmi* DATE: 4/21/15
 Andrew Guglielmi, Esq.

BUYER CONTACT INFORMATION
 (Enter information for the buyer. Note: If buyer is an individual, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)
 NYSDEC
 *LAST NAME FIRST NAME
 *AREA CODE *TELEPHONE NUMBER (Ex: 9999999)
 625 Broadway
 *STREET NUMBER *STREET NAME
 Albany NY 12233
 *CITY OR TOWN *STATE *ZIP CODE
 BUYER'S ATTORNEY
Guglielmi *Andrew*
 LAST NAME FIRST NAME
 513 402-9510
 AREA CODE TELEPHONE NUMBER (Ex: 9999999)

