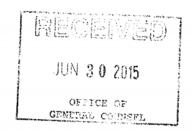
BARCLAY DAMON LLP

Courtney M. Merriman Counsel



June 26, 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: 31 Long Island Avenue, Village of Sag Harbor, Town of Southampton, NY

Owner: VAC Enterprises, 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 Remediaiton June 26, 2015 Page 2

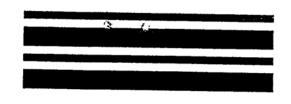
I trust this satisfies the final requirements related to the Environmental Easement at this location. Should you require any further information, please do not hesitate to contact me.

Very truly yours,

Outher M. hemman

Courtney M. Merriman

CMM:jml **Enclosures**







SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: EASEMENT

Number of Pages: 11

Receipt Number : 15-0057756

TRANSFER TAX NUMBER: 14-24151

Recorded:

04/30/2015

At:

10:08:58 AM

LIBER:

D00012815

PAGE:

396

District:

Section:

Block:

Lot:

0903

002.00

02.00

EXAMINED AND CHARGED AS FOLLOWS

009.000

Deed Amount:

\$0.00

Received the Following Fees For Above Instrument

		Exemp	pt		Exe
Page/Filing	\$55.00	NO	Handling	\$20.00	NO
COE	\$5.00	ио	NYS SRCHG	\$15.00	NO
TP-584	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$7.15	NO	RPT	\$60.00	NO
Transfer tax	\$0.00	NO	Comm.Pres	\$0.00	NO
			Fees Paid	\$167.15	

TRANSFER TAX NUMBER: 14-24151

THIS PAGE IS A PART OF THE INSTRUMENT

THIS IS NOT A BILL

JUDITH A. PASCALE

County Clerk, Suffolk County

	ᆎ	U.S. Postal Service TM CERTIFIED MAILTM RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)				
	7	For delivery informa	ation visit our website	at www.usps.com		
	-	OFF	ICIAL	JOE		
,	130	Postage	\$			
٠,		Certified Fee	:/[163		
	000	Return Receipt Fee (Endorsement Required)	1	Postmark Here		
		Restricted Delivery Fee (Endorsement Required)		J. Lamson		
	3050	Total Postage & Fees	\$	3061951 31 LONG ISLAND		
/		Street, Apt. No.; TOW or PO Box No. 116	RONE-HOIST, N OF SOUTHAM HAMPTON ROA	PTON		
/		City, State, ZIP+4	THAMPTON, NY	11968		
1		PS Form 3800. August 2	006	See Reverse for Instructions		
/						
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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIFERY
 Complete items 1, 2, and 3. Also completem 4 if Restricted Delivery is desired. Print your name and address on the reversity at the card to you. 	rerse X Addressee
Attach his card to the back of the mailp or on the front if space permits.	D. Is delivery address different from item 1? Yes
1. Article Addressed to: ANNA THRONE-HOIST, SUPERV. TOWN OF SOUTHAMPTON 116 HAMPTON ROAD SOUTHAMPTON, NY 11968	If YES, enter delivery address below:
	3. Service Type Certified Mail
Name and a second	4. Restricted Delivery? (Extra Fee) ☐ Yes
Article Number (Transfer from service tabel)	7012 3050 0002 1309 7224
PS Form 3811, February 2004	Domestic Return Receipt 102595-02-M-1540

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BARCLAY DAMON LP

Courtney M. Merriman Counsel

June 18, 2015

VIA CERTIFIED MAIL

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

Re: 31 Long Island Avenue Environmental Easement

Address: 31 Long Island Avenue, Village of Sag Harbor, Town of Southampton, NY

Owner: VAC Enterprises, 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 VACS Enterprises, LLC

for property at 31 Long Island Avenue, Village of Sag Harbor, Town of Southampton, NY Tax Map No. 0903-002.00-02.00-009.000

DEC Site No: 152159

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall

also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: http://www.dec.ny.gov/chemical/36045.html. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

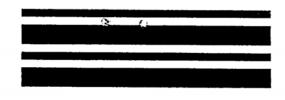
Very truly yours,

Chuthey M. Merriman

Courtney M. Merriman

CMM/jml Attachment

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







SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: EASEMENT

Number of Pages: 11

Receipt Number : 15-0057756

TRANSFER TAX NUMBER: 14-24151

14-24151 LIBER:

PAGE: 396

Recorded:

At:

District:

Section:

Block:

Lot:

0903

002.00

02.00

009.000

04/30/2015

D00012815

10:08:58 AM

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount:

\$0.00

Received the Following Fees For Above Instrument

		Exemp	ot .		Exe
Page/Filing	\$55.00	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	\$7.15	NO	RPT	\$60.00	NO
Transfer tax	\$0.00	NO	Comm.Pres	\$0.00	NO
			Fees Paid	\$167.15	

TRANSFER TAX NUMBER: 14-24151

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		RECOR 2015 Apr 30 JUDITH A,	10:08:58 AM
This document will be public record. Please remove all Social Security Numbers prior to recording.		CLERK SUFFOLK L DOOO P 3 DT# 14-	OF COUNTY 12815 196
Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording	/ Filing Stamps
3	FEES		
Page / Filing Fee		Mortgage Amt.	
Handling 20. 00		1. Basic Tax	
rp-584 5		Sub Total	
		Spec./Assit.	
Notation		or	
EA-52 17 (County)	Sub Total		
EA-5217 (State)	CONTRACTOR		Dual Country
R.P.T.S.A.		Held for Appo	Dual County
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Affidavit		Mansion Tax	
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syracuse Ny	10202		TD
Mail to: Judith A. Pascale, Suff	folk County Clerk 7 Ti	tle Company Inf	formation
310 Center Drive, Rive	erhead, NY 11901 Co. Name (1)	u state	
www.suffolkcountyny.g	ov/clerk Title # CX	intest.	
8 Suffolk Count	y Recording & E	<u>ndorseme</u>	ent Page
This page forms part of the attach	ed UNITON MENTAL	OWOWYOWA FINSTRUMENT)	made by:
Vacs Entorpruso,	The premises herei SUFFOLK COUN		1
The People of the S	In the TOWN of In the VILLAGE	Southam	pton
OF NU	or HAMLET of	Sag Hard)0r

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

(over)

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 10th and on or before May 31st. 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 2th day of APRIL, 2015, between Owner(s) VACS ENTERPRISES, LLC, having an office at c/o Mr. and Mrs. George Schiavoni, 14 Oakland Avenue, Sag Harbor, New York 11963 (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 31 Long Island Avenue 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: 0903 Section: 002.00 Block: 02.00 Lot: 009.000, being the same as that property conveyed to grantor by deed dated March 20, 2008 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 0.2625 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 05, 2013, signed and certified on August 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. <u>Purposes</u>. 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. <u>Institutional and Engineering Controls</u>. 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]

County: Suffolk Site No: 152159 Order on Consent Index No.: D1-0002-98-11

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

- (9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;
- (10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.
- B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.
- C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

- D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.
- E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

[10/12]

- 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 b 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. <u>Right to Enter and Inspect</u>. 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. <u>Reserved Grantor's Rights</u>. 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. <u>Enforcement</u>

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 [10/12]

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. <u>Notice</u>. 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. <u>Recordation</u>. 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. <u>Amendment</u>. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the [10/12]

County: Suffolk

Site No: 152159

Order on Consent Index No.: D1-0002-98-11

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. <u>Extinguishment.</u> 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. <u>Joint Obligation</u>. 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: VACS ENTERPRISES, By:	LLC		
Print Name: _David Schiavoni			
Title: Member_	Date:	4/25/1	ł

Grantor's Acknowledgment

STATE OF NEW YORK) ss:

On the 25th day of Acril, in the year 20 14, before me, the undersigned, personally appeared 20 15 decempersonally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

KIM A. REDMOND

NOTARY PUBLIC-STATE OF NEW YORK

No. 01RE6222292

Qualified in Suffolk County

My Commission Expires May 24, 20

County: Suffolk Site No: 152159 Order on Consent Index No.: D1-0002-98-11

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 _______ day of ______, 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 belial 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, 20

County: Suffolk

Site No: 152159

Order on Consent Index No.: D1-0002-98-11

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

PROPERTY DESCRIPTION

DISTRICT 903 - SECTION 02 - BLOCK 02 - LOT 9 31 LONG ISLAND AVENUE 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 THE SOUTHERLY SIDE OF LONG ISLAND AVENUE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. NORTH 32° 45' 33" EAST 108.37 FEET,
- 2. NORTH 61° 31' 13" EAST 163.98 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE;

RUNNING THENCE SOUTH 20° 51' 57" EAST ALONG LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE 62.95 FEET TO LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION;

RUNNING THENCE ALONG LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. SOUTH 67° 25' 53" WEST 90.09 FEET.
- 2. SOUTH 61° 52' 03" WEST 161.03 FEET TO THE POINT OF OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 0.2625 ACRE.

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:

RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY SIDE OF LONG ISLAND AVENUE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. NORTH 32° 45' 33" EAST 108.37 FEET.
- 2. NORTH 61° 31' 13" EAST 163.98 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE;

RUNNING THENCE SOUTH 20° 51' 57" EAST ALONG LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE 62.95 FEET TO LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION;

RUNNING THENCE ALONG LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. SOUTH 67° 25' 53" WEST 90.09 FEET,
- 2. SOUTH 61° 52' 03" WEST 161.03 FEET TO THE POINT OF OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 0.2625 ACRE.

Date	Kenny I Kennon PIS

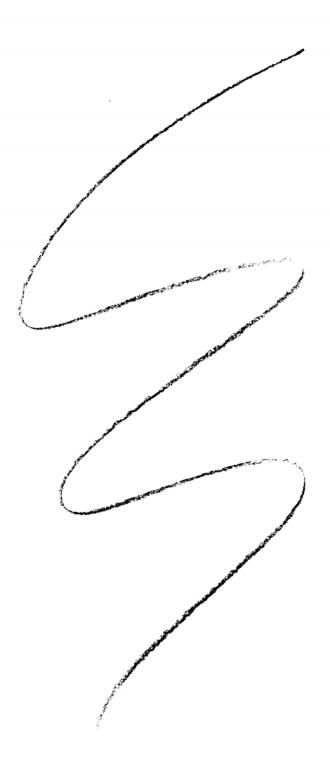
N.Y. License No. 50171

County: Suffolk

Site No: 152159

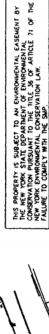
Order on Consent Index No.: D1-0002-98-11

SURVEY (attached)



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KSS REMON SURVEYING SERVICES INC.

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For delivery information	visit our website at www.usps.com _®
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Postage \$	
Certified Fee	
Return Receipt Fee	Postmark
(Endorsement Required)	Here
Restricted Delivery Fee (Endorsement Required)	J. Lamson
Total Bostage & Fees \$	3061951
m /	31 LONG ISLAND
CHIEF BUI	LDING INSPECTOR
Street Apt. No.:	MPTON ROAD
City, State, ZIP+4	
PS Form 3800, August 2006	MPTON, NY 11968 Sec Heverse for Instructions
SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Also complete	COMPLETE THIS SECTION ON DELIVERY A. Signature
item 4 if Restricted Delivery is desired.	☐ Agent
Print your name and address on the reverse so that we can return the card to you.	☐ Addressee
Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name) C. Date of Delivery UN 2 2 2015
1. Article Addressed to:	D. Is delivery address different from item 1?
MICHAEL BENINGASA	If YES, enter delivery address below: XX No
CHIEF BUILDING INSPECTOR	3061951
BUILDING & ZONING DIVISION	31 LONG ISLAND
TOWN OF SOUTHAMPTON	
116 HAMPTON ROAD	3. Service Type XXI Certified Mail
SOUTHAMPTON, NY 11968	☐ Registered XX Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
	4. Restricted Delivery? (Extra Fee)
2 Article Number	Market Line to the control of the co
2. Article Number 7012 305	60 0002 1309 7217

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT

BARCLAY DAMON LLP

Courtney M. Merriman Counsel

June 18, 2015

VIA CERTIFIED MAIL

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

Re: 31 Long Island Avenue Environmental Easement

Address: 31 Long Island Avenue, Village of Sag Harbor, Town of Southampton, NY

Owner: VAC Enterprises, 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 VACS Enterprises, LLC

for property at 31 Long Island Avenue, Village of Sag Harbor, Town of Southampton, NY Tax Map No. 0903-002.00-02.00-009.000

DEC Site No: 152159

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall

also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: http://www.dec.ny.gov/chemical/36045.html. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Churchey M Meruman
Courtney M. Merriman

CMM/jml Attachment

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







SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: EASEMENT

TRANSFER TAX NUMBER: 14-24151

Recorded:

04/30/2015

Number of Pages: 11

At:

10:08:58 AM

Receipt Number: 15-0057756

LIBER:

D00012815

396

PAGE:

District:

Section:

Block:

Lot:

0903

002.00

02.00

009.000

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount:

\$0.00

Received the Following Fees For Above Instrument

		Exemp	ot		Exe
Page/Filing	\$55.00	МО	Handling	\$20.00	МО
COE	\$5.00	МО	NYS SRCHG	\$15.00	NO
TP-584	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$7.15	NO	RPT	\$60.00	NO
Transfer tax	\$0.00	NO	Comm.Pres	\$0.00	NO
	· · · · · · · · · · · · · · · · · · ·		Fees Paid	\$167.15	

TRANSFER TAX NUMBER: 14-24151

v.

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		RECORDED 2015 Apr 30 10:08:58 AM JUDITH A. PASCALE
This document will be public record. Please remove all Social Security Numbers prior to recording.		CLERK OF SUFFOLK COUNTY L DOO012815 P 396 DT# 14-24151
Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
3	FEES	
		Mortgage Amt.
Page / Filing Fee		1. Basic Tax
Handling		2. Additional Tax
TP-584		Sub Total
Notation		Spec./Assit.
	0.1.77.1	or
EA-52 17 (County)	Sub Total	Spec. /Add
EA-5217 (State)		TOT. MTG. TAX
R.P.T.S.A	COUNTY	Dual Town Dual County Held for Appointment
5 00	E 750 181	Transfer Tax
Comm. of Ed 5. 00		Mansion Tax
Affidavit 16	NO N	The property covered by this mortgage is
Certified Copy		or will be improved by a one or two
NYS Surcharge 15. 00		family dwelling only.
	Sub Total	YES or NO
Other	Grand Total	If NO, see appropriate tax clause on page # of this instrument.
4 Dist. 2010505 05	903 00200 0200 009000	5 Community Preservation Fund
Real Property PTS		Consideration Amount \$
Tax Service Agency Verification Agency Verification	T TERME HAVE HAVE HAVE HAVE BONN BONN BONN BONN	CPF Tax Due \$
· · · · · · · · · · · · · · · · · · ·	List Property Owners Mailing Address	Improved
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one Park Place	- 2m South State	\ /
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Mail to: Judith A. Pascale, Su 310 Center Drive, Riv www.suffolkcountyny.	verhead, NY 11901 Co. Name (Citle Company Information
	Time " (A	Endorsement Page
		Endorsement Page
This page forms part of the attac	ched UNIONMENTAL (SPECIFY TYPE	OF INSTRUMENT) made by:
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	In the TOWN of	Southampton
The People of the	In the VILLAGE or HAMLET of	
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BOXES 6 THRU 8 MUST BE TYPE	ED OK PRINTED IN BLACK INK ON	ILY PRIOR TO RECORDING OR FILING. (over

IMPORTANT NOTICE

If the document you've just recorded is your ${\color{red} {\bf SATISFACTION~OF~MORTGAGE}}$, 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 10th and on or before May 31st. 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

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 31 Long Island Avenue 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: 0903 Section: 002.00 Block: 02.00 Lot: 009.000, being the same as that property conveyed to grantor by deed dated March 20, 2008 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 0.2625 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 05, 2013, signed and certified on August 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. <u>Purposes</u>. 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. <u>Institutional and Engineering Controls</u>. 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]

County: Suffolk Site No: 152159

Order on Consent Index No.: D1-0002-98-11

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

- (9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;
- (10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.
- B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.
- C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

- D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.
- E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

[10/12]

- 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 b 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. <u>Right to Enter and Inspect</u>. 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. <u>Reserved Grantor's Rights</u>. 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 [10/12]

County: Suffolk Site No: 152159 Order on Consent Index No.: D1-0002-98-11

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. <u>Notice</u>. 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. <u>Recordation</u>. 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. <u>Amendment</u>. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the [10/12]

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. <u>Extinguishment.</u> 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. <u>Joint Obligation</u>. 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.

By:	5, LLC	
Print Name: _David Schiavoni_		
Title: Member	Date: 425 14	

Grantor's Acknowledgment

STATE OF NEW YORK)

COUNTY OF Suffix

On the day of Acri, in the year 20 14, before me, the undersigned, personally appeared Land T. Schuck apersonally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

KIM A. REDMOND

NOTARY PUBLIC-STATE OF NEW YORK

No. 01RE6222292

Qualified in Suffolk County

My Commission Expires May 24, 20

County: Suffolk

Site No: 152159

Order on Consent Index No.: D1-0002-98-11

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 ______ day of ______, 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 belial 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, 20

Site No: 152159

Order on Consent Index No.: D1-0002-98-11

SCHEDULE "A" ENVIRONMENTAL EASEMENT PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

DISTRICT 903 - SECTION 02 - BLOCK 02 - LOT 9 31 LONG ISLAND AVENUE 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 THE SOUTHERLY SIDE OF LONG ISLAND AVENUE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. NORTH 32° 45' 33" EAST 108.37 FEET.
- 2. NORTH 61° 31' 13" EAST 163.98 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE;

RUNNING THENCE SOUTH 20° 51' 57" EAST ALONG LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE 62.95 FEET TO LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION;

RUNNING THENCE ALONG LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- SOUTH 67° 25' 53" WEST 90.09 FEET.
- 2. SOUTH 61° 52' 03" WEST 161.03 FEET TO THE POINT OF OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 0.2625 ACRE.

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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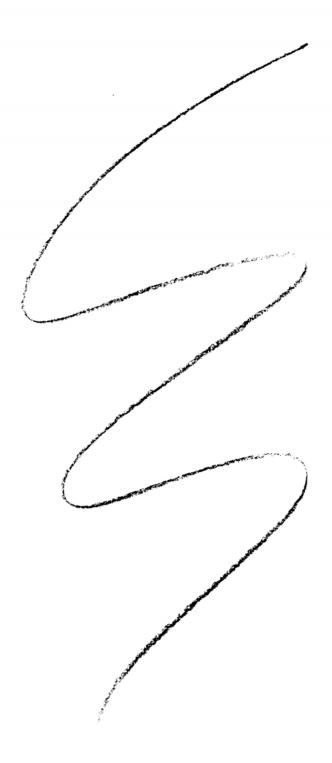
Date	
	Kenny I. Kennon PIS

N.Y. License No. 50171

Site No: 152159

Order on Consent Index No.: D1-0002-98-11

SURVEY (attached)



CHCMETRING/NSTITUTIONAL CONTROLS

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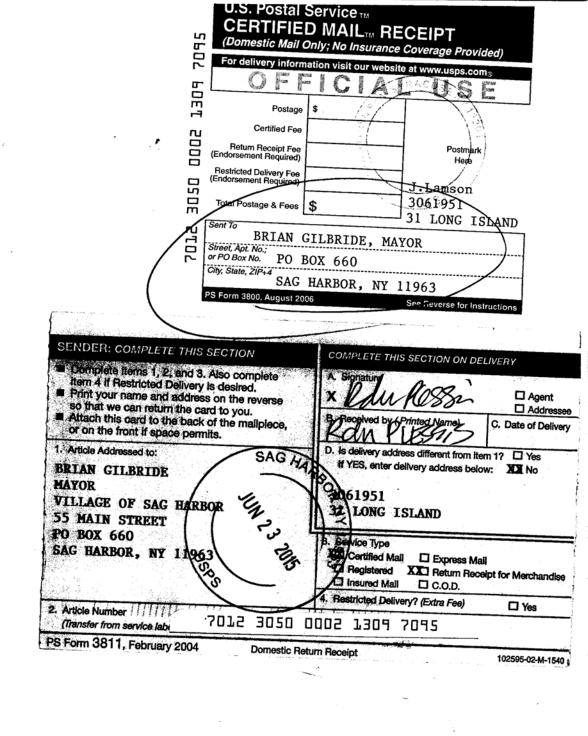
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SECTION 03 -

DNS WAR HAS BEEN REVISION WITH THE BENETIT OF THE REPORT COMMITMENT HO, N. 1-22313-5-11, ONTO 02-23-2013, PREPARED BY THE OMESCO THE PREPARED COMPANY.

KSS KENNON SIRRETHO SERVICES IN.

1209.13 KENNT LOKENNON, P.L.S.



BARCLAY DAMON

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:

31 Long Island Avenue Environmental Easement

Address: 31 Long Island Avenue, Village of Sag Harbor, Town of Southampton, NY

Owner: VAC Enterprises, 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 VACS Enterprises, LLC

for property at 31 Long Island Avenue, Village of Sag Harbor, Town of Southampton, NY

Tax Map No. 0903-002.00-02.00-009.000

DEC Site No: 152159

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

- 1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement
- 2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: http://www.dec.ny.gov/chemical/36045.html. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

When Marinan

CMM/jml Attachment

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

1.	2			
Number of pages 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 396 DT# 14-24151		
Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps		
3	FEES			
Page / Filing Fee	Sub Total Sub Total Grand Total 03 00200 0200 009000 0	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. 5 Community Preservation Fund		
Real Property Tax Service Agency Verification Real Property R DHO A 28-APR-15		Consideration Amount \$		
Satisfactions/Discharges/Releases L	-300 South Street	Improved Vacant Land TD		
Mail to: Judith A. Pascale, Suffolk County Clerk 310 Center Drive, Riverhead, NY 11901 www.suffolkcountyny.gov/clerk 7 Title Company Information Co. Name Oll State Title # Counter Clerk				
8 Suffolk County Recording & Endorsement Page				
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IMPORTANT NOTICE

If the document you've just recorded is your <u>SATISFACTION OF MORTGAGE</u>, 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 10th and on or before May 31th. 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

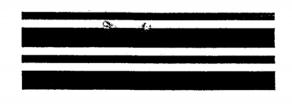
Smithtown Town Receiver of Taxes 99 West Main Street Smithtown, N.Y. 11787 (631) 360-7610

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







SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: EASEMENT

Wit-

Number of Pages: 11

Receipt Number: 15-0057756

TRANSFER TAX NUMBER: 14-24151

Recorded:

04/30/2015

At:

10:08:58 A

LIBER:

D00012815

PAGE:

396

District:

Section:

Block:

Lot:

0903

002.00

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EXAMINED AND CHARGED AS FOLLOWS

Deed Amount:

\$0.00

Received the Following Fees For Above Instrument

		Exemp	ot .		$\mathbf{E}\mathbf{x}$
Page/Filing	\$55.00	NO	Handling	\$20.00	МО
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
TP-584	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$7.15	NO	RPT	\$60.00	NO
Transfer tax	\$0.00	МО	Comm.Pres	\$0.00	NO
			Fees Paid	\$167.15	

TRANSFER TAX NUMBER: 14-24151

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

> JUDITH A. PASCALE County Clerk, Suffolk County

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

THIS INDENTURE made this 2th day of APRIL, 2015, between Owner(s) VACS ENTERPRISES, LLC, having an office at c/o Mr. and Mrs. George Schiavoni, 14 Oakland Avenue, Sag Harbor, New York 11963 (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 31 Long Island Avenue 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: 0903 Section: 002.00 Block: 02.00 Lot: 009.000, being the same as that property conveyed to grantor by deed dated March 20, 2008 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 0.2625 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 05, 2013, signed and certified on August 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. <u>Purposes</u>. 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. <u>Institutional and Engineering Controls</u>. 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 use the Controlled Property.

[10/12]

- 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 b 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. <u>Right to Enter and Inspect</u>. 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. <u>Reserved Grantor's Rights</u>. 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 [10/12]

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. <u>Notice</u>. 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. <u>Recordation</u>. 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. <u>Amendment</u>. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the [10/12]

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. <u>Extinguishment.</u> 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. <u>Joint Obligation</u>. 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.

By:	, LLC	-
Print Name: _David Schiavoni		
Title: Member_	Date: 4 25 14	

Grantor's Acknowledgment

STATE OF NEW YORK) ss:

On the 25th day of April, in the year 20 14, before me, the undersigned, personally appeared 1. School personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf-of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

KIM A. REDMOND
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01RE6222292
Qualified in Suffolk County
My Commission Expires May 24, 20

County: Suffolk Site No: 152159 Order on Consent Index No.: D1-0002-98-11 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 in the year 2015, before me, the undersigned, day of TYP 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 beliaf of which the individual acted, executed the instrument. Notary

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County,
Commission Expires August 22, 20 10

SCHEDULE "A" ENVIRONMENTAL EASEMENT PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

DISTRICT 903 - SECTION 02 - BLOCK 02 - LOT 9
31 LONG ISLAND AVENUE
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 THE SOUTHERLY SIDE OF LONG ISLAND AVENUE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. NORTH 32° 45' 33" EAST 108.37 FEET.
- 2. NORTH 61° 31' 13" EAST 163.98 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE;

RUNNING THENCE SOUTH 20° 51' 57" EAST ALONG LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE 62.95 FEET TO LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION;

RUNNING THENCE ALONG LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. SOUTH 67° 25' 53" WEST 90.09 FEET,
- 2. SOUTH 61° 52' 03" WEST 161.03 FEET TO THE POINT OF OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 0.2625 ACRE.

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:

RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY SIDE OF LONG ISLAND AVENUE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

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- 2. NORTH 61° 31' 13" EAST 163.98 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE;

RUNNING THENCE SOUTH 20° 51' 57" EAST ALONG LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE 62.95 FEET TO LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION;

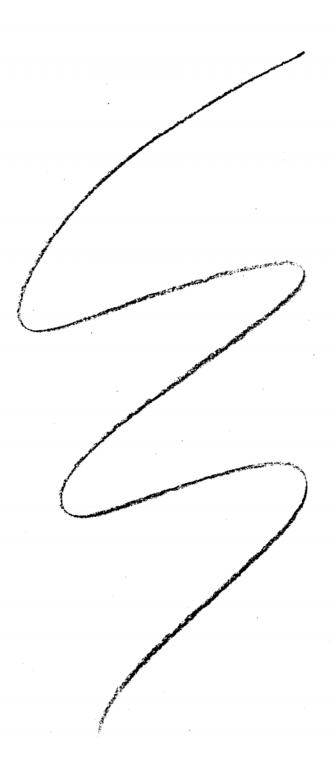
RUNNING THENCE ALONG LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. SOUTH 67° 25' 53" WEST 90.09 FEET.
- SOUTH 61° 52' 03" WEST 161.03 FEET TO THE POINT OF OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 0.2625 ACRE.

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

SURVEY (attached)



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EXMEDIMENTAL EASTHERT AREA ACCESS

KENNY LOKENNON, P.L.S. KSS KENNON SIRETHIC SERVES INC.

	U.S. Postal Service TM CERTIFIED MAIL TM RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)
	For delivery information visit our website at www.usps.com
	Postage \$
,	ru Certified Fee
	Return Receipt Fee (Endorsement Required) Postmark Here
	Restricted Delivery Fee (Endorsement Required)
	Lamson
	Total Postage & Fees \$
	ru Sent To THOMAS PREIATO 31 LONG ISLAND
	SENIOR BUILDING INSPECTOR Street, Apt. No.; or PO Box No. PO BOY 660
	City, State, ZIP+4
	SAG HARBOR, NY 11963
	PS Form 3800. August 2006 See Reverse for Instructions
	The second secon

· SENDER: COMPLETE THIS SECTI	ION	COMPLETE THIS SECTION ON DELIV	'ERY	
 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. Article Addressed to: THOMAS PREIATO SENIOR BUILDING INSPECTOR VILLAGE OF SAG HARBOR MAIN STREET 		A. Signature X Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? Yes YES, enter delivery address below: 3061 951 317 ONG ISLAND		
PO BOX 660 SAG HARBOR, NY 11968	as dis	3. Service Type Charlified Mail Express Mail Registered XXX Return Receip Insured Mail C.O.D. Restricted Delivery? (Extra Fee)	ot for Merchandise	
Article Number (Transfer from service label)	7012 305	0 0002 1309 7125		
PS Form 3811, February 2004	Domestic Retu	ırn Receipt	102595-02-M-1540	

BARCLAY DAMONUP

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:

31 Long Island Avenue Environmental Easement

Address: 31 Long Island Avenue, Village of Sag Harbor, Town of Southampton, NY

Owner: VAC Enterprises, 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 VACS Enterprises, LLC

for property at 31 Long Island Avenue, Village of Sag Harbor, Town of Southampton, NY Tax Map No. 0903-002.00-02.00-009.000

DEC Site No: 152159

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

- 1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
- 2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

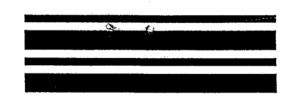
An electronic version of every environmental easement that has been accepted by the Department is available to the public at: http://www.dec.ny.gov/chemical/36045.html. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

(Muhrly M. herriman)

CMM/jml Attachment

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







SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: EASEMENT

Recorded:

04/30/2015 10:08:58 A

Number of Pages: 11

Receipt Number : 15-0057756

4

LIBER:

At:

TRANSFER TAX NUMBER: 14-24151

PAGE:

D00012815 396

District:

Section:

Block:

Lot:

0903

002.00

02.00

009.000

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount:

\$0.00

Received the Following Fees For Above Instrument

		Exemp	ot .		Exe
Page/Filing	\$55.00	NO	Handling	\$20.00	МО
COE	\$5.00	МО	NYS SRCHG	\$15.00	NO
TP-584	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$7.15	NO	RPT	\$60.00	NO
Transfer tax	\$0.00	МО	Comm.Pres	\$0.00	NO
			Fees Paid	\$167.15	

TRANSFER TAX NUMBER: 14-24151

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 This document will be public		RECORDED 2015 Apr 30 10:08:58 AM JUDITH A. PASCALE CLERK OF SUFFOLK COUNTY		
record. Please remove all Social Security Numbers prior to recording.		L D00012815 P 396 DT# 14-24151		
Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps		
3	FEES			
Page / Filing Fee		Mortgage Amt. 1. Basic Tax 2. Additional Tax Sub Total		
TP-584 Notation EA-52 17 (County)	Sub Total	Spec./Assit. or Spec./Add		
EA-5217 (State) R.P.T.S.A. Comm. of Ed. 5. 00		TOT. MTG. TAX Dual County Held for Appointment Transfer Tax Mansion Tax		
Affidavit Certified Copy NYS Surcharge 15. 00 Other	Sub TotalGrand Total	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		
		S page # of this in the sent.		
4 Dist. 2919606 096	03 00200 0200 009000 0	5 Community Preservation Fund		
Real Property Tax Service Agency Verification Real Property R DHO A 28-APR-15		Consideration Amount \$ CPF Tax Due \$ Improved		
Satisfactions/Discharges/Releases Li RECORD & I HISCOCH & BOAN ONL PANK PLACE - SURACUSE NY	clay -300 South State	Vacant Land TD TD TD TD		
Mail to: Judith A. Pascale, Suffolk County Clerk 310 Center Drive, Riverhead, NY 11901 www.suffolkcountyny.gov/clerk 7 Title Company Information Co. Name Of State Title # County Clerk				
8 Suffolk Count	y Recording & I	Endorsement Page		
	a unvironmenta	OCCUMENT) made by:		
The premises herein is situated in SUFFOLK COUNTY, NEW YORK. In the TOWN of Southompton				
The People of the S	In the TOWN of In the VILLAGE or HAMLET of	Saa Hanbor		

THE ALLET 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 10th and on or before May 31th. 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

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 31 Long Island Avenue 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: 0903 Section: 002.00 Block: 02.00 Lot: 009.000, being the same as that property conveyed to grantor by deed dated March 20, 2008 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 0.2625 +/- acres, and is hereinafter more fully described in the Land Title Survey dated April 05, 2013, signed and certified on August 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. <u>Purposes</u>. 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. <u>Institutional and Engineering Controls</u>. 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 use the Controlled Property.

[10/12]

- 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 b 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. <u>Right to Enter and Inspect</u>. 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. <u>Reserved Grantor's Rights</u>. 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 [10/12]

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. <u>Notice</u>. 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. <u>Recordation</u>. 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. <u>Amendment</u>. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the [10/12]

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. <u>Extinguishment.</u> 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. <u>Joint Obligation</u>. 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.

By:	, LLC
Print Name: _David Schiavoni_	<u> </u>
Title: Member_	Date: 4 25 14

Grantor's Acknowledgment

STATE OF NEW YORK) ss:

On the day of Acril, in the year 20 14, before me, the undersigned, personally appeared Land T. Schecumpersonally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

KIM A. REDMOND
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01 RE6222292
Qualified in Suffolk County
My Commission Expires May 24, 20

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 _______ day of ______, 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, 29

County: Suffolk

Site No: 152159

Order on Consent Index No.: D1-0002-98-11

SCHEDULE "A" ENVIRONMENTAL EASEMENT PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

DISTRICT 903 - SECTION 02 - BLOCK 02 - LOT 9
31 LONG ISLAND AVENUE
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 THE SOUTHERLY SIDE OF LONG ISLAND AVENUE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. NORTH 32° 45' 33" EAST 108.37 FEET,
- 2. NORTH 61° 31' 13" EAST 163.98 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE;

RUNNING THENCE SOUTH 20° 51' 57" EAST ALONG LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE 62.95 FEET TO LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION:

RUNNING THENCE ALONG LAND NOW OR FORMERLY MARKETSPAN GAS CORPORATION THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1. SOUTH 67° 25' 53" WEST 90.09 FEET.
- 2. SOUTH 61° 52' 03" WEST 161.03 FEET TO THE POINT OF OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 0.2625 ACRE.

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:

RUNNING THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY SIDE OF LONG ISLAND AVENUE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- NORTH 32° 45' 33" EAST 108.37 FEET,
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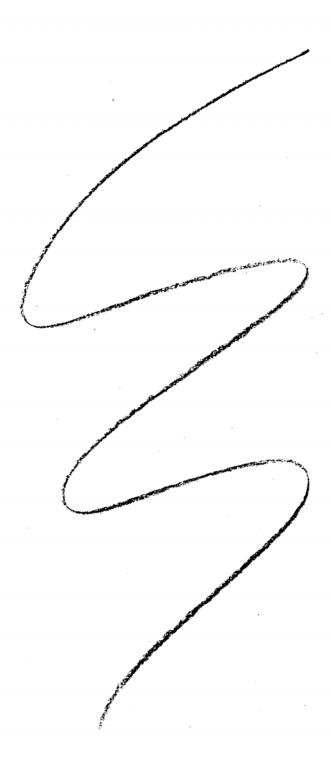
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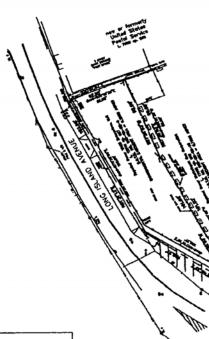
- 1. SOUTH 67° 25' 53" WEST 90.09 FEET,
- 2. SOUTH 61° 52' 03" WEST 161.03 FEET TO THE POINT OF OR PLACE OF BEGINNING.

CONTAINING AN AREA OF 0.2625 ACRE.

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

SURVEY (attached)





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