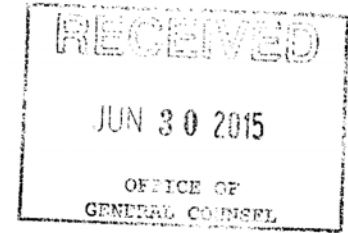


**BARCLAY DAMON<sup>LLP</sup>**

**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:

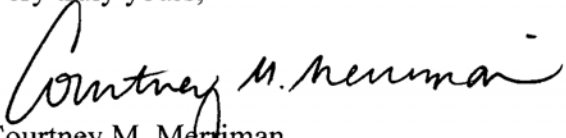
1. Photocopy of the filing receipt from the Suffolk County Clerk for the filing of the Environmental Easement;
2. Proof of mailing of the municipality notification letter to the Supervisor of the Town of Southampton;
3. Proof of mailing of the municipality notification letter to the Chief Building Inspector 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 Remediation  
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,



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  | 009.000 |

**EXAMINED AND CHARGED AS FOLLOWS**

Deed Amount: \$0.00

**Received the Following Fees For Above Instrument**

|              |         | Exempt |           |          | 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

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

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

**OFFICIAL USE**

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

Postmark  
Here

J. Lamson

3061951

31 LONG ISLAND

Sent To

ANNA THRONE-HOIST, SUPERVISOR

Street, Apt. No.,  
or PO Box No. TOWN OF SOUTHAMPTON  
116 HAMPTON ROAD

City, State, ZIP+4  
SOUTHAMPTON, NY 11968

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

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

**2. Article Number**  
(Transfer from service label)

7012 3050 0002 1309 7224

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1544

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

X

☐ Agent

☐ Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**

JUN 28 2015

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

3061951

31 LONG ISLAND

**3. Service Type**

☒ Certified Mail ☐ Express Mail

☐ Registered ☒ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

**4. Restricted Delivery? (Extra Fee)**

☐ Yes



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

**Courtney M. Merriman**  
*Counsel*

June 18, 2015

**VIA CERTIFIED MAIL**

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

Re: 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

June 18, 2015

Page 2

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

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

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

Very truly yours,



Courtney M. Merriman

CMM/jml  
Attachment

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



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  | 009.000 |

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$0.00

Received the Following Fees For Above Instrument

|              |         | Exempt |           |          | 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

Number of pages 11

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 000012815  
P 396  
DT# 14-24151

| Deed / Mortgage Instrument | Deed / Mortgage Tax Stamp | Recording / Filing Stamps |
|----------------------------|---------------------------|---------------------------|
| 3                          | FEES                      |                           |

Page / Filing Fee \_\_\_\_\_  
Handling 20.00  
TP-584 5  
Notation \_\_\_\_\_  
EA-52 17 (County) \_\_\_\_\_ Sub Total \_\_\_\_\_  
EA-5217 (State) \_\_\_\_\_  
R.P.T.S.A. 60  
Comm. of Ed. 5.00  
Affidavit \_\_\_\_\_  
Certified Copy 7.15  
NYS Surcharge 15.00  
Other \_\_\_\_\_  
Sub Total \_\_\_\_\_  
Grand Total 167.15



Mortgage Amt. \_\_\_\_\_  
1. Basic Tax \_\_\_\_\_  
2. Additional Tax \_\_\_\_\_  
Sub Total \_\_\_\_\_  
Spec./Assit. \_\_\_\_\_  
or \_\_\_\_\_  
Spec./Add. \_\_\_\_\_  
TOT. MTG. TAX \_\_\_\_\_  
Dual Town \_\_\_\_\_ Dual County \_\_\_\_\_  
Held for Appointment \_\_\_\_\_  
Transfer Tax \_\_\_\_\_  
Mansion Tax \_\_\_\_\_

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

YES \_\_\_\_\_ or NO \_\_\_\_\_

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

|   |   |   |                             |
|---|---|---|-----------------------------|
| 4 | Dist. <u>0903</u><br>2919606 0903 00200 0200 009000 0 | 5 | Community Preservation Fund |
|---|---|---|-----------------------------|

Real Property  
Tax Service  
Agency  
Verification



Consideration Amount \$ \_\_\_\_\_

CPF Tax Due \$ \_\_\_\_\_

6

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

Improved \_\_\_\_\_

Vacant Land \_\_\_\_\_

TD 09

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 all state

Title # courtesy

## 8 Suffolk County Recording & Endorsement Page

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

Vacs Enterprise, LLC

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

The People of the State  
of NY

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

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

## **IMPORTANT NOTICE**

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

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

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

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

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

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

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

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

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

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

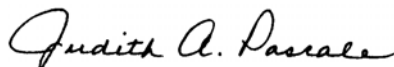
Shelter Island Town Receiver of Taxes  
Shelter Island Town Hall  
Shelter Island, N.Y. 11964  
(631) 749-3338

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

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

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

Sincerely,



Judith A. Pascale  
Suffolk County Clerk

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

**THIS INDENTURE** made this 8<sup>th</sup> 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. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Suffolk County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(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 by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no

[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. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: 152159  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by 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. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

Grantor: VACS ENTERPRISES, LLC

By: 

Print Name: David Schiavoni

Title: Member

Date: 4/25/14

**Grantor's Acknowledgment**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF Suffolk

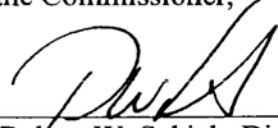
On the 25<sup>th</sup> day of April, in the year 20 14, before me, the undersigned, personally appeared David T. Schiavoni personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me 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. 01RE622292  
Qualified in Suffolk County  
My Commission Expires May 24, 2014

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

By:

  
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 8th day of April, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

**David J. Chiusano**  
**Notary Public, State of New York**  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2018

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

**SURVEY** (attached)



# ENGINEERING/INSTITUTIONAL CONTROLS

- COMPLIANCE WITH THE ENVIRONMENTAL EASEMENT AND THE SMP BY THE GRANTOR AND THE GRANTOR'S SUCCESSORS AND ASSIGNS;
- ALL ENGINEERING CONTROLS MUST BE OPERATED AND MAINTAINED AS SPECIFIED IN THE SMP;
- ALL ENGINEERING CONTROLS ON THE CONTROLLED PROPERTY MUST BE INSPECTED AT A FREQUENCY AND IN A MANNER AS SPECIFIED IN THE SMP;
- GROUNDWATER, SOIL VAPOR AND OTHER ENVIRONMENTAL OR PUBLIC HEALTH MONITORING MUST BE PERFORMED AS DEFINED IN THE SMP;
- RATIONALE INFORMATION PERTINENT TO SITE MANAGEMENT OF THE CONTROLLED PROPERTY MUST BE PROVIDED TO THE GRANTOR AND THE GRANTOR'S SUCCESSORS AND ASSIGNS;
- THE USE AND DEVELOPMENT OF THE SITE IS LIMITED TO COMMERCIAL AND INDUSTRIAL USE ONLY AS DESCRIBED IN ANY PART 375-1.8C(2)(iii) & (iv);
- THE PROPERTY MAY NOT BE USED FOR A HIGHER LEVEL OF USE, SUCH AS UNRESTRICTED OR RESIDENTIAL USE, WITHOUT THE WRITTEN APPROVAL OF THE GRANTOR AND THE GRANTOR'S SUCCESSORS AND ASSIGNS;
- ALL FUTURE ACTIVITIES ON THE PROPERTY THAT WILL DISTURB REMAINING CONTAMINATED MATERIALS MUST BE CONDUCTED IN ACCORDANCE WITH THE SMP;
- REMEDIATION OF THE GROUNDWATER UNDERLYING THE PROPERTY IS PROHIBITED WITHOUT TREATMENT MONITORING;
- THE POTENTIAL FOR VAPOR INTRUSION MUST BE EVALUATED FOR ANY BUILDINGS DEVELOPED IN THE AREA NOTED ON FIGURE (A) AND ANY POTENTIAL IMPACTS THAT ARE IDENTIFIED MUST BE MONITORED OR MITIGATED;
- CURRENTLY AND FUTUREWORK ON THE PROPERTY ARE PROHIBITED PRIOR TO ANY GROUNDWATER MONITORING OR REMEDIATION OF GROUNDWATER;
- INTRUSIVE ACTIVITY INCLUDING UTILITY WORK, BORING, COMPLETION, MONITORING WELL INSTALLATION, AND EXCAVATION;
- THE SITE OWNER OR FEDERAL PARTY WILL SUBMIT TO THE GRANTOR A WRITTEN STATEMENT THAT CERTAIN ACTIVITIES WILL BE CONDUCTED ON THE PROPERTY THAT WILL NOT CHANGE THE CONTROLS AS APPROVED BY THE AGENCY; AND (2) NOTHING HAS OCCURRED THAT IMPAIRS THE ABILITY OF THE CONTROLS TO PROTECT PUBLIC HEALTH AND ENVIRONMENT OR THAT CONSTITUTE A VIOLATION OF THE SMP;
- THE ENTIRE PROPERTY CONSISTS OF A SOIL COVER SYSTEM AS DESCRIBED IN THE SITE MANAGEMENT PLAN;
- MONITORED NATURAL ATTENUATION WILL BE CONDUCTED BY NATIONAL GRID FOR THE GROUNDWATER UNDERLYING THE PROPERTY AS DESCRIBED IN THE SMP.

## SUBJECT'S DESCRIPTION - ENVIRONMENTAL EASEMENT

ALL THAT CERTAIN PLOT OF LAND, BEING THE BALANCE AND IMPROVEMENTS, MORE OR LESS EXACTLY, STATE, TIME AND BEING AT VILLAGE OF SAG HARBOR, TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK, AND STATE OF NEW YORK, BOUNDARY AND DISTANCES AS FOLLOWS:

BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET:

1. NORTH 27° 25' 31" EAST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

2. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

3. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

4. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

5. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

6. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

7. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

8. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

9. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

10. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

11. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

12. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

13. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

14. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

15. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

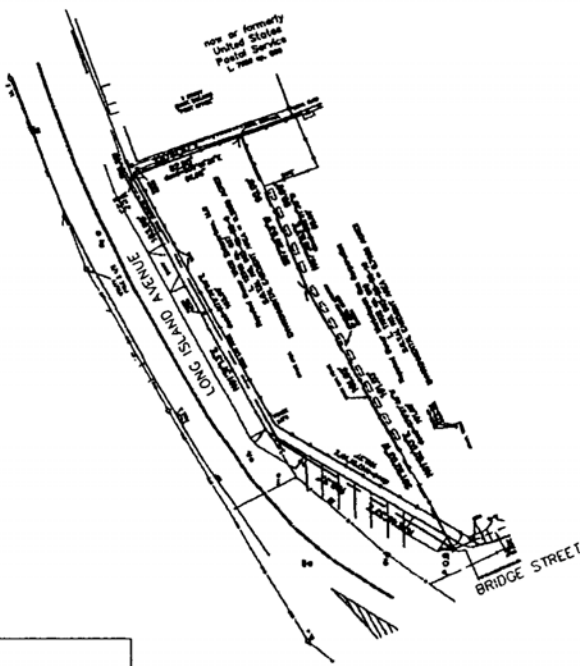
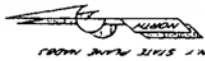
16. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

17. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

18. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

19. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;

20. SOUTH 87° 25' 31" WEST 106.37 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE, BEINGING A POINT MARKING THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG ISLAND AVENUE AND THE EASTERLY SIDE OF BRIDGE STREET;



## LEGEND

- Easement
- Easement (shaded)
- Easement (dashed)
- Easement (solid)
- Easement (dotted)
- Easement (cross-hatched)
- Easement (diagonal lines)
- Easement (horizontal lines)
- Easement (vertical lines)
- Easement (wavy lines)
- Easement (zigzag lines)
- Easement (other patterns)

## INTENDING AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN

DEED DATED MARCH 20, 2008 FROM GEORGE SCHWANN, DAVID SCHWANN, TO VACS ENTERPRISES, L.L.C., RECORDED IN BOOK 01183 AT PAGE 0460 AT THE SUFFOLK COUNTY CLERK'S OFFICE ON MARCH 20, 2008, RECORDED ON MARCH 24, 2008 IN LIBER 12545 AT PAGE 037.

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO THE TITLE 38 OF ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW.

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, ENVIRONMENTAL REDEMPTION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, N.Y. 12233 OR AT "DERIVEDFROMDECAY.NY".

## ENVIRONMENTAL EASEMENT AREA ACCESS

THE DEC OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING WALKWAY/ACCESS POINT.

THE PURPOSE OF THIS MAP WAS TO PREPARE AN INDIVIDUAL MAP OF LOT 5, BASED ON ORIGINAL SURVEY ENTITLED "SURVEY FOR NATIONAL GRID AT VILLAGE OF SAG HARBOR - CONTROLLED SURVEY", 18893, DATED 04-12-2012, AND WAS PREPARED TO ASSIST IN REGULATORY AGENCY REVIEW, NO RESEARCH OR FIELD INVESTIGATION WAS CONDUCTED TO ASSIST IN THE PREPARATION OF THIS MAP.

THE PREPARED BY: KENNETH J. KENNON, P.L.S.

DATE: 04-12-13

SCALE: 1" = 50'

PROJECT: 100-12-13

CLIENT: KENNETH J. KENNON, P.L.S.

DATE: 04-12-13

SCALE: 1" = 50'

PROJECT: 100-12-13

CLIENT: KENNETH J. KENNON, P.L.S.

DATE: 04-12-13

SCALE: 1" = 50'

PROJECT: 100-12-13

CLIENT: KENNETH J. KENNON, P.L.S.

DATE: 04-12-13

SCALE: 1" = 50'

PROJECT: 100-12-13

CLIENT: KENNETH J. KENNON, P.L.S.

DATE: 04-12-13

SCALE: 1" = 50'

PROJECT: 100-12-13

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

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

**OFFICIAL USE**

|   |    |  |
|---|----|--|
| Postage   | \$ | Postmark<br>Here<br><br>J. Lamson<br>3061951<br>31 LONG ISLAND |
| Certified Fee                                     |    |  |
| Return Receipt Fee<br>(Endorsement Required)      |    |  |
| Restricted Delivery Fee<br>(Endorsement Required) |    |  |
| Total Postage & Fees                              | \$ |  |

Sent To **MICHAEL BENINCASA**  
**CHIEF BUILDING INSPECTOR**  
Street, Apt. No.,  
or PO Box No. **116 HAMPTON ROAD**  
City, State, ZIP+4  
**SOUTHAMPTON, NY 11968**

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

**MICHAEL BENINCASA**  
**CHIEF BUILDING INSPECTOR**  
**BUILDING & ZONING DIVISION**  
**TOWN OF SOUTHAMPTON**  
**116 HAMPTON ROAD**  
**SOUTHAMPTON, NY 11968**

**2. Article Number**  
(Transfer from service label)

7012 3050 0002 1309 7217

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**



- ☐ Agent  
☐ Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**

**JUN 22 2015**

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

**3061951**  
**31 LONG ISLAND**

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)**

- ☐ Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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

**Courtney M. Merriman**  
*Counsel*

June 18, 2015

**VIA CERTIFIED MAIL**

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

Re: 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

June 18, 2015

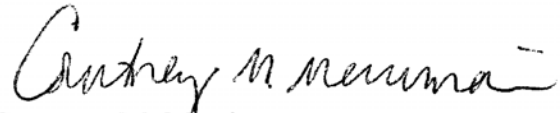
Page 2

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

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

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Courtney M. Merriman". The signature is fluid and cursive, with a large initial 'C'.

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

Recorded: 04/30/2015  
At: 10:08:58 AM  
LIBER: D00012815  
PAGE: 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

|              |         | Exempt |           |          | 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 11

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 000012815  
P 396  
DT# 14-24151

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

| 3 | FEES |
|---|------|
|---|------|

Page / Filing Fee \_\_\_\_\_

Handling 20.00TP-584 5-

Notation \_\_\_\_\_

EA-52 17 (County) \_\_\_\_\_ Sub Total \_\_\_\_\_

EA-5217 (State) \_\_\_\_\_

R.P.T.S.A. GeoComm. of Ed. 5.00

Affidavit \_\_\_\_\_

Certified Copy 7.15NYS Surcharge 15.00

Other \_\_\_\_\_

Sub Total \_\_\_\_\_

Grand Total 167.15

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 0

Mansion Tax \_\_\_\_\_

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

YES \_\_\_\_\_ or NO \_\_\_\_\_

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

|   |  |   |                             |
|---|--|---|-----------------------------|
| 4 | Dist. <u>0903</u> 2919606 0903 00200 0200 009000 0 | 5 | Community Preservation Fund |
|---|--|---|-----------------------------|

Real Property  
Tax Service  
Agency  
Verification

Consideration Amount \$ 5

CPF Tax Due \$ \_\_\_\_\_

6

Satisfactions/Discharges/Releases List Property Owners Mailing Address

RECORD &amp; RETURN TO:

Hiscock & Barclay  
One Park Place - 300 South State Street  
Syracuse NY 13202

Improved \_\_\_\_\_

Vacant Land \_\_\_\_\_

TD 09

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 all stateTitle # courtesy

## 8 Suffolk County Recording & Endorsement Page

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

Vacs Enterprise, LLC

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

In the TOWN of SouthamptonIn the VILLAGE of Sag Harbor

or HAMLET of \_\_\_\_\_

TO  
The People of the State  
of NY

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

## **IMPORTANT NOTICE**

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

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

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

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

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

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

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

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

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

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

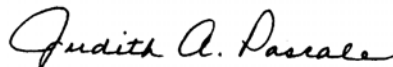
Shelter Island Town Receiver of Taxes  
Shelter Island Town Hall  
Shelter Island, N.Y. 11964  
(631) 749-3338

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

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

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

Sincerely,



Judith A. Pascale  
Suffolk County Clerk

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

**THIS INDENTURE** made this 8<sup>th</sup> 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. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Suffolk County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(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 by the NYSDEC and that all controls are in the Department-approved format; and
  - (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
- (3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;
- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
- (7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no

[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. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: 152159  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

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

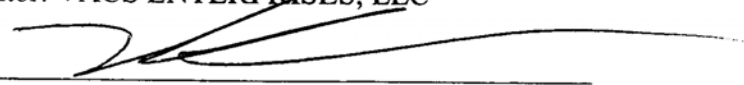
Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

Grantor: VACS ENTERPRISES, LLC

By: 

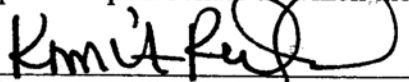
Print Name: David Schiavoni

Title: Member Date: 4/25/14

#### Grantor's Acknowledgment

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF Suffolk

On the 25<sup>th</sup> day of April, in the year 20 14, before me, the undersigned, personally appeared David T. Schiavoni 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. 01RE622292  
Qualified in Suffolk County  
My Commission Expires May 24, 2014

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

By:



Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 8th day of April, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

**David J. Chiusano**  
**Notary Public, State of New York**  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2018

**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

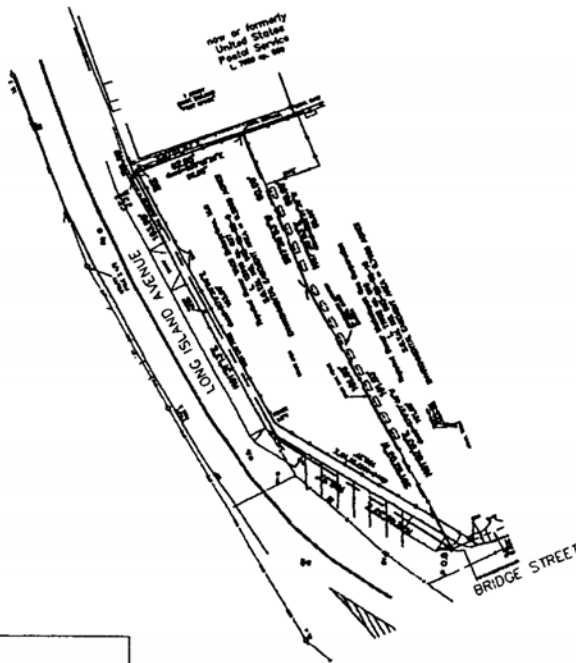
\_\_\_\_\_  
Kenny L. Kennon, P.L.S.  
N.Y. License No. 50171

**SURVEY** (attached)



[illegible][illegible][illegible][illegible]

- FULL (PRODUCT) NAME(S)
- ADDRESS (LOC. OF COMPANY) IS IN LOCAL
- WAS/IS/ARE
- NUMBER



THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYSDOT'S DIVISION OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, N.Y. 12233 OR AT "DERWEG@DEC.NY.US".

ENVIRONMENTAL EASEMENT AREA ACCESS

THE PURPOSE OF THIS MAP WAS TO PREPARE AN INDIVIDUAL MAP OF LOT 9, BASED ON ORIGINAL SURVEY ENTITLED "SURVEY FOR NATIONAL CRO AT VILLAGE OF SAC HAWARD - CERTIFIED SURVEY" PREPARED BY HAWARD W. TOLSON, N.Y.S.L. NO. 45681, DATED 04-12-1912, AND WAS PREPARED TO ASSIST IN REGULATORY AGENCY REVIEW. NO RESEARCH OR FIELD PREPARATIONS WERE COMPLETED TO ASSIST IN THE PREPARATION OF THIS MAP.

WE HEREBY CERTIFY TO THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH THEIR COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION: (1) NATIONAL LAND TRUST COMPANY, LLC; (2) CHICAGO TITLE INSURANCE COMPANY, TITLE COMPANY, LLC; (3) VACS ENTERPRISES, LLC THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE CODE OF PRACTICE FOR LAND SURVEYORS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS.

THIS MAP HAS BEEN REVISED WITH THE BENEFIT OF TITLE REPORT COMMENT NO. ML-1-22313-3-11, DATED 02-23-2013, PREPARED BY THE CHICAGO TITLE INSURANCE COMPANY

**KSS**  
KENNON SURVEYING SERVICES, INC.  
3 PONDVIEW PARKWAY, SUITE 100  
P.O. BOX 2077  
NORFOLK, VA 23501-0777  
Phone: 732-564-1199 CD# 0046-1199 CD# 0046-1199  
Fax: 732-564-1199

KENNY L. KENNON, P.L.S.  
 1000 W. 10th St., Suite 200  
 Anchorage, Alaska 99501  
 Phone: 261-1111  
 Fax: 261-1111  
 E-mail: kenny@kennon.com

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

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

**OFFICIAL USE**

Postage \$

Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees \$

Postmark  
Here

J. Lamson

3061951

31 LONG ISLAND

Sent To

BRIAN GILBRIDE, MAYOR

Street, Apt. No.,  
or PO Box No.

PO BOX 660

City, State, ZIP+4

SAG HARBOR, NY 11963

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

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

2. Article Number

(Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x *Rdn Rossi*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*Rdn Plessis*

C. Date of Delivery

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

3061951

31 LONG ISLAND

B. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7012 3050 0002 1309 7095

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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

**Courtney M. Merriman**  
*Counsel*

June 18, 2015

**VIA CERTIFIED MAIL**

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

Re: 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:

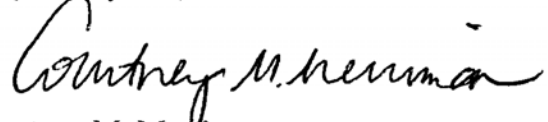
June 18, 2015

Page 2

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,



Courtney M. Merriman

CMM/jml  
Attachment

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

Number of pages 11

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

FEEES

Page / Filing Fee \_\_\_\_\_

Handling 20.00

TP-584 5-

Notation \_\_\_\_\_

EA-52 17 (County) \_\_\_\_\_

Sub Total \_\_\_\_\_

EA-5217 (State) \_\_\_\_\_

R.P.T.S.A. Geo

Comm. of Ed. 5.00

Affidavit \_\_\_\_\_

Certified Copy 7.15

NYS Surcharge 15.00

Other \_\_\_\_\_

Sub Total \_\_\_\_\_

Grand Total 167.15



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 0

Mansion Tax \_\_\_\_\_

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

YES \_\_\_\_\_ or NO \_\_\_\_\_

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

4

Dist. 09103

2919606

0903 00200 0200 009000 0

Real Property  
Tax Service  
Agency  
Verification



5

Community Preservation Fund

Consideration Amount \$ 5

CPF Tax Due \$ \_\_\_\_\_

Improved \_\_\_\_\_

Vacant Land \_\_\_\_\_

TD 09

TD \_\_\_\_\_

TD \_\_\_\_\_

6

Satisfactions/Discharges/Releases List Property Owners Mailing Address

RECORD & RETURN TO:

Hiscock & Barclay  
One Park Place - 300 South State Street  
Syracuse NY 13202

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

7

Title Company Information

Co. Name all state

Title # courtesy

8

Suffolk County Recording & Endorsement Page

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

Vacs Enterprise, LLC

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

In the TOWN of Southampton

In the VILLAGE of Sag Harbor

or HAMLET of \_\_\_\_\_

The People of the State  
of NY

ALL INSTRUMENTS MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

## **IMPORTANT NOTICE**

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

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

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

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

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

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

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

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

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

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

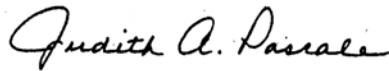
Shelter Island Town Receiver of Taxes  
Shelter Island Town Hall  
Shelter Island, N.Y. 11964  
(631) 749-3338

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

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

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

Sincerely,



Judith A. Pascale  
Suffolk County Clerk



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  | 009.000 |

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$0.00

Received the Following Fees For Above Instrument

|              |         | Exempt |           |          | Ex |
|--------------|---------|--------|-----------|----------|----|
| 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

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

THIS INDENTURE made this 8<sup>th</sup> 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. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Suffolk County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(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 by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no

[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. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: 152159  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by 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. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

Grantor: VACS ENTERPRISES, LLC

By: 

Print Name: David Schiavoni

Title: Member

Date: 4/25/14

#### Grantor's Acknowledgment

STATE OF NEW YORK )

) ss:

COUNTY OF Suffolk

On the 25<sup>th</sup> day of April, in the year 20 14, before me, the undersigned, personally appeared David T. Schiavoni 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. 01RE622292

Qualified in Suffolk County

My Commission Expires May 24, 2014

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

By: 

Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 8th day of April, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

**David J. Chiusano**  
**Notary Public, State of New York**  
**No. 01CH5032146**  
**Qualified in Schenectady County**  
**Commission Expires August 22, 2018**

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

**SURVEY** (attached)



COMPLIANCE WITH THE ENVIRONMENTAL EXECUTIVE AND THE SSM BY THE GRANTOR AND THE GRANTOR'S SUCCESSORS AND ASSIGNEES.

ALL ENGINEERING CONTROLS MUST BE CONTROLLED AND MAINTAINED AS SPECIFIED IN THE SSM. IN A MANNER DEFINED IN THE SSM. THE CONTROLLED PROPERTY MUST BE INSPECTED AT A FREQUENCY AND IN A MANNER DEFINED IN THE SSM.

GROUNDWATER, SOIL VAPOR AND OTHER ENVIRONMENTAL OR PUBLIC HEALTH MONITORING MUST BE PERFORMED AS DEFINED IN THE SSM.

THE USE AND DEVELOPMENT OF THE CONTROLLED PROPERTY MUST BE REPORTED TO THE STATE OF CALIFORNIA IN ACCORDANCE WITH THE SSM.

THE USE AND DEVELOPMENT OF THE SITE IS LIMITED TO COMMERCIAL AND INDUSTRIAL USE ONLY AS DESCRIBED IN BAYVIEW PART 375-14.02(2)(4) AND (IV).

THE PROPERTY MAY NOT BE USED FOR A HIGHER LEVEL OF USE, SUCH AS UNRESTRICTED OR RESIDENTIAL USE WITHOUT ADDITIONAL REGULATION AND AMENDMENT OF THE ENVIRONMENTAL EASEMENT AS FUTURE ACTIVITIES ON THE PROPERTY THAT WILL DISTURB REMAINING CONTAMINATED MATERIALS MUST BE CONDUCTED IN ACCORDANCE WITH THE SSM.

THE USE OF THE GROUNDWATER UNDERLYING THE PROPERTY IS PROHIBITED WITHOUT TREATMENT. REMEDIATION IS SAFE FOR UNRESTRICTED USE.

GROUNDWATER MONITORING MUST BE EVALUATED FOR ANY BUILDINGS DEVELOPED IN THE AREA BASED ON (1) QUANTITY AND ANY POTENTIAL IMPACTS THAT ARE IDENTIFIED MUST BE MONITORED OR MITIGATED;

VEGETABLE GARDENS AND FARMING ON THE PROPERTY ARE PROHIBITED;

IMPLEMENTATION OF A HEALTH AND SAFETY PLAN (HASP) AND AN EMP PROTECTIVE PROGRAM (EPP) ARE REQUIRED IMMEDIATELY FOLLOWING UTILITY WORK, BORING COMPLETION, MONITORING WELL INSTALLATION, AND EXCAVATION.

THE SITE OWNER OR FEDERAL PARTY, WILL SUBMIT TO HYDREX A WRITTEN STATEMENT THAT CERTIFIES, UNDER PENALTY OF PERJURY, THAT: (1) CONTROLS EMPLOYED AT THE CONTROLLED PROPERTY ARE SUFFICIENT TO PROTECT PUBLIC HEALTH AND ENVIRONMENT ON THAT CONSTITUTE A PROHIBITION ON EXCAVATION OR PROJECTED EXCAVATION; (2) NOTHING HAS OCCURRED THAT IMPAIRS THE ABILITY OF THE CONTROLS TO PROTECT PUBLIC HEALTH AND ENVIRONMENT ON THAT CONSTITUTE A PROHIBITION ON EXCAVATION TO COMPLY WITH THE SSM.

THE ENTIRE PROPERTY CONSISTS OF A SOIL COVER SYSTEM AS DESCRIBED IN THE SITE MANAGEMENT MONITORING MATERIAL ATTACHMENT WILL BE CONDUCTED BY NATIONAL GSO FOR THE GROUNDWATER UNDERLYING THE PROPERTY AS DESCRIBED IN THE SSM.

[illegible]

**Order 88000** is subject to automatic

[illegible]

1. 3.000M 31° 25' 13" WEST 90.00 FEET,  
3.000M 31° 51' 03" WEST 160.00 FEET TO THE POINT OF OR PLACE OF BEGINNING.

INTENDING AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN DEED DATED MARCH 20, 2008 FROM GEORGE SCHAVON, DIANE SCHAVON, DEBORAH SCHAVON, DAVID SCHAVON, AND MARITA SCHAVON, TO VACS ENTERPRISES, LLC, RECORDED IN BOOK 09183 AT PAGE 0460 OF THE SUFFOLK COUNTY CLERK'S OFFICE ON MARCH 20, 2008, RECORDED ON MARCH 24, 2008 IN LIBER 12545 AT PAGE 037.

### LEGEND

11th Avenue  
 12th Avenue  
 13th Avenue  
 14th Avenue  
 15th Avenue  
 16th Avenue  
 17th Avenue  
 18th Avenue  
 19th Avenue  
 20th Avenue  
 21st Avenue  
 22nd Avenue  
 23rd Avenue  
 24th Avenue  
 25th Avenue  
 26th Avenue  
 27th Avenue  
 28th Avenue  
 29th Avenue  
 30th Avenue  
 31st Avenue  
 32nd Avenue  
 33rd Avenue  
 34th Avenue  
 35th Avenue  
 36th Avenue  
 37th Avenue  
 38th Avenue  
 39th Avenue  
 40th Avenue  
 41st Avenue  
 42nd Avenue  
 43rd Avenue  
 44th Avenue  
 45th Avenue  
 46th Avenue  
 47th Avenue  
 48th Avenue  
 49th Avenue  
 50th Avenue  
 51st Avenue  
 52nd Avenue  
 53rd Avenue  
 54th Avenue  
 55th Avenue  
 56th Avenue  
 57th Avenue  
 58th Avenue  
 59th Avenue  
 60th Avenue  
 61st Avenue  
 62nd Avenue  
 63rd Avenue  
 64th Avenue  
 65th Avenue  
 66th Avenue  
 67th Avenue  
 68th Avenue  
 69th Avenue  
 70th Avenue  
 71st Avenue  
 72nd Avenue  
 73rd Avenue  
 74th Avenue  
 75th Avenue  
 76th Avenue  
 77th Avenue  
 78th Avenue  
 79th Avenue  
 80th Avenue  
 81st Avenue  
 82nd Avenue  
 83rd Avenue  
 84th Avenue  
 85th Avenue  
 86th Avenue  
 87th Avenue  
 88th Avenue  
 89th Avenue  
 90th Avenue  
 91st Avenue  
 92nd Avenue  
 93rd Avenue  
 94th Avenue  
 95th Avenue  
 96th Avenue  
 97th Avenue  
 98th Avenue  
 99th Avenue  
 100th Avenue



THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO THE TITLE 36 OF ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW.  
FAILURE TO COMPLY WITH THE SMP

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYSDOT'S DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, N.Y. 12233 OR AT "DERWEGWEG.DEC@NYSDOT.GOV".

ENVIRONMENTAL PASCENT AREA ACCESS

THE DEC OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL  
EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING  
STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT.

THE PURPOSE OF THIS MAP WAS TO PREPARE AN INDIVIDUAL MAP OF LOT 5, BASED ON ORIGINAL SURVEY ENTITLED "SURVEY FOR NATIONAL GRID AT VILLAGE OF SAG HARBOR - CONFIRMED SURVEY" PREPARED BY HOWARD W. TOLING, M.S.L.S. NO. 41863, DATED 04-12-2012, AND WAS PREPARED TO ASSIST IN REGULATORY AGENCY REVIEW. NO RESEARCH OR FIELD SURVEYS WERE COMPLETED TO ASSIST IN THE PREPARATION OF THIS MAP.

| FILE | 12-08-13 | FOR REVIEW COMMENTS |
|------|----------|---------------------|
| DATE | 08-13-13 | FOR REVIEW COMMENTS |

**SURVEY MAP FOR**

DISTRICT 903 - SECTION 02 - BLOCK 02 - LOT 9  
31 LONG ISLAND AVENUE  
VILLAGE OF SAG HARBOR, TOWN OF SOUTHAMPTON  
SUFFOLK COUNTY, NEW YORK  
SITE NAME: SAG HARBOR MGP

**KSS**  
 KENNON SURVEYING SERVICES, INC.  
 10000 10th Ave. S.W.  
 Seattle, WA 98148  
 Phone: 206-461-1111  
 Fax: 206-461-1112  
 E-Mail: kss@kssurvey.com  
 Website: www.kssurvey.com

KEATY W. KENNON, P.L.S.

I hereby certify that the above is a true and correct copy of the original as the same appears in the records of the County of San Diego State of California.  
 Date 12-09-13

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

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

**OFFICIAL USE**

|   |    |  |
|---|----|--|
| Postage   | \$ | Postmark<br>Here<br><br>J. Lamson<br>3061951<br>31 LONG ISLAND |
| Certified Fee   |    |  |
| Return Receipt Fee<br>(Endorsement Required)  |    |  |
| Restricted Delivery Fee<br>(Endorsement Required)   |    |  |
| Total Postage & Fees  | \$ |  |
| Sent To <b>THOMAS PREIATO</b><br><b>SENIOR BUILDING INSPECTOR</b><br>Street, Apt. No.,<br>or PO Box No. <b>PO BOX 660</b><br>City, State, ZIP+4 <b>SAG HARBOR, NY 11963</b> |    |  |

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

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

2. Article Number

(Transfer from service label)

7012 3050 0002 1309 7125

PS Form 3811, February 2004

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Rdu Plessis*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*Rdu Plessis*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☒ No

3061951

31 LONG ISLAND

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

102595-02-M-1540



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

**Courtney M. Merriman**  
*Counsel*

June 18, 2015

**VIA CERTIFIED MAIL**

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

Re: 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:

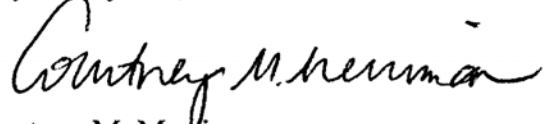
June 18, 2015

Page 2

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,



Courtney M. Merriman

CMM/jml  
Attachment

cc: Thomas Preiato, Senior 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

Recorded: 04/30/2015  
At: 10:08:58 AM  
LIBER: D00012815  
PAGE: 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

|              |         | Exempt |           |          | Ex |
|--------------|---------|--------|-----------|----------|----|
| 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

Number of pages 11

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 \_\_\_\_\_  
Handling 20.00  
TP-584 5-  
Notation \_\_\_\_\_  
EA-52 17 (County) \_\_\_\_\_ Sub Total \_\_\_\_\_  
EA-5217 (State) \_\_\_\_\_  
R.P.T.S.A. Geo  
Comm. of Ed. 5.00  
Affidavit \_\_\_\_\_  
Certified Copy 7.15  
NYS Surcharge 15.00 Sub Total \_\_\_\_\_  
Other \_\_\_\_\_ Grand Total 167.15



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 8 \_\_\_\_\_  
Mansion Tax \_\_\_\_\_

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

YES \_\_\_\_\_ or NO \_\_\_\_\_

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

4 Dist. 0903 2919606 0903 00200 0200 009000 0 5 Community Preservation Fund

Real Property  
Tax Service  
Agency  
Verification



Consideration Amount \$ \_\_\_\_\_

CPF Tax Due \$ \_\_\_\_\_

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

Hiscock & Barclay  
One Park Place - 300 South State Street  
Syracuse NY 13202

Improved \_\_\_\_\_

Vacant Land \_\_\_\_\_

TD 09 \_\_\_\_\_

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 all state

Title # courtesy

## 8 Suffolk County Recording & Endorsement Page

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

Vacs Enterprise, LLC

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

In the TOWN of Southampton

In the VILLAGE of Sag Harbor

or HAMLET of \_\_\_\_\_

The People of the State  
TO  
OF NY

## **IMPORTANT NOTICE**

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

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

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

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

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

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

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

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

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

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

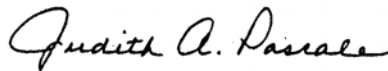
Shelter Island Town Receiver of Taxes  
Shelter Island Town Hall  
Shelter Island, N.Y. 11964  
(631) 749-3338

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

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

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

Sincerely,



Judith A. Pascale  
Suffolk County Clerk

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

THIS INDENTURE made this 8<sup>th</sup> 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. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Suffolk County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(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 by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no [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. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: 152159  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by 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. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

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

Grantor: VACS ENTERPRISES, LLC

By: 

Print Name: David Schiavoni

Title: Member

Date: 4/25/14

#### Grantor's Acknowledgment

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF Suffolk

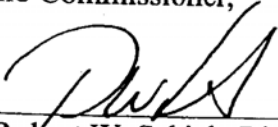
On the 25<sup>th</sup> day of April, in the year 20 14, before me, the undersigned, personally appeared David T. Schiavoni personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me 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. 01RE622292  
Qualified in Suffolk County  
My Commission Expires May 24, 2014

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

By:

  
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 8th day of April, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public - State of New York

**David J. Chiusano**  
Notary Public, State of New York  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2018

**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:

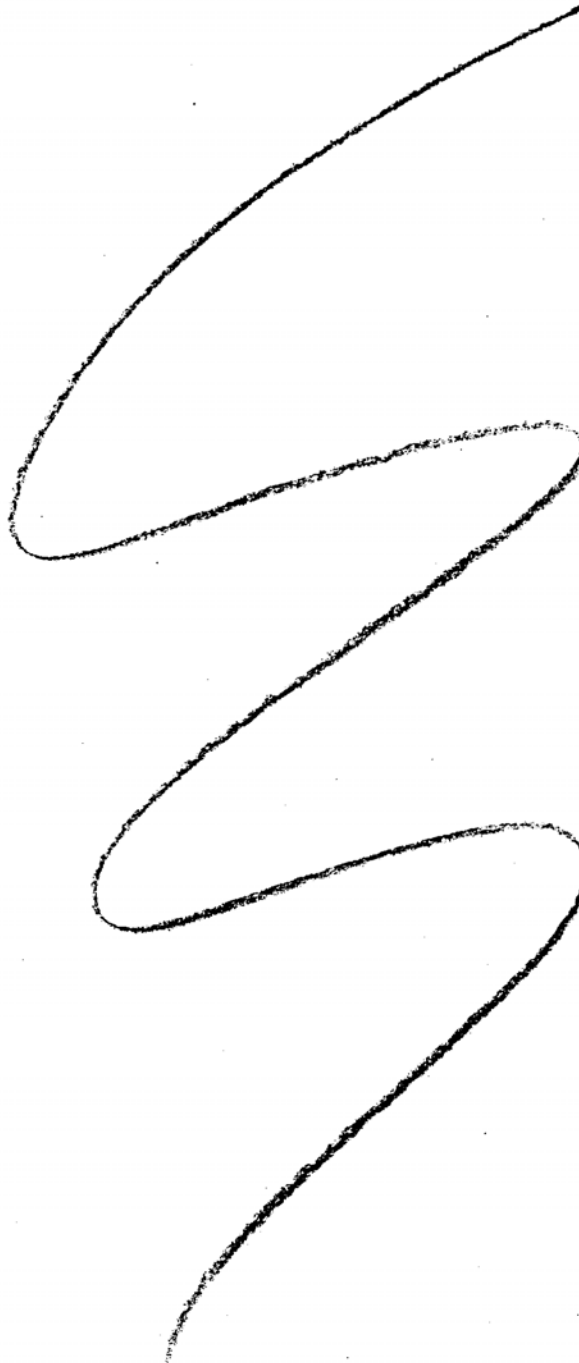
1. SOUTH 67° 25' 53" WEST 90.09 FEET,
2. SOUTH 61° 52' 03" WEST 161.03 FEET TO THE POINT OF OR PLACE OF BEGINNING.

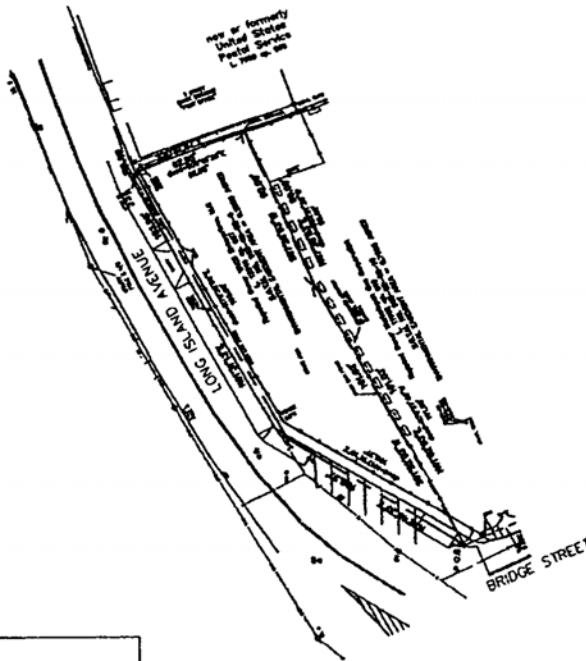
CONTAINING AN AREA OF 0.2625 ACRE.

\_\_\_\_\_  
Date

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

**SURVEY** (attached)





THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR AT "DCEWEB@DEC.NY.GOV".

ENVIRONMENTAL EASEMENT AREA ACCESS

THE PURPOSE OF THIS MAP WAS TO PREPARE AN INDIVIDUAL MAP OF LOT 5, BASED ON ORIGINAL SURVEY ENTITLED "SURVEY FOR NATIONAL CNO AT VILLAGE OF SAG HARBOR - COMPRISED SURVEY", PREPARED BY HOWARD W. YOUNG, N.Y.S.L.S. NO. 45893, DATED 04-12-1912, AND WAS PREPARED TO ASSIST IN REGULATORY AGENCY REVIEW. NO RESEARCH ON FIELD SURVEY WERE COMPLETED TO ASSIST IN THE SURVEY WORK. THIS MAP

DATE: 12-08-13 FOR REVIEW COMPLETION

SURVEY MAP FOR  
NATIONAL GRID  
DISTRICT 903 - SECTION 02 - BLOCK 02 - LOT 9  
31 LONG ISLAND AVENUE  
VILLAGE OF SAG HARBOR, TOWN OF SOUTHAMPTON  
SUFFOLK COUNTY, NEW YORK  
SITE NAME: SAG HARBOR MGP  
SITE No.: 152159

**KSS**  
KENNON SURVEYING SERVICES INC.  
3 PONDICHERRY PARK, SUITE 200  
ANN ARBOR, MI 48106-1000  
PHONE 313-764-1100 CDR/REGULATORY 313-764-1100 FAX 313-764-1100  
PAGE 1 OF 1

**CONTRIBUTOR'S NAME**

(1) THE PEOPLE OF THE STATE OF NEW YORK, COUNTY OF ALBANY, AND CITY OF ALBANY, COME BY AND THROUGH THEIR COMMISSIONER OF THE ENVIRONMENT AND CONSERVATION, (2) NATIONAL LAND TONER COMPANY, INC., (3) CHICAGO TITLE INSURANCE COMPANY TITLE COMPANY, ULC, (4) VANCE ENTERPRISES, LLC THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE CODE OF PRACTICE FOR LAND SURVEYORS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF LAND SURVEYORS.

THIS MAP HAS BEEN PREPARED WITH THE MONITOR OF HILL REPORT  
COMMITMENT NO. HJ-2213-S-11, DATED 02-25-2011, PREPARED  
BY THE CONSULTING ENVIRONMENTAL CONSULTANT

KENNY LOKENNON. P.L.S.

[illegible][illegible]

1. NORTH 27° 45' 33" EAST 106.37 FEET,  
2. NORTH 81° 31' 13" EAST 143.98 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE.  
3. NORTH 27° 45' 33" EAST ALONG LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE TO CORNER OF SECTION 36 AND RAILROAD RIGHT-OF-WAY.

WANTED: HOICE ALONG WITH OR FORMERLY MARKETING GAS OPERATIONS THE FOLLOWING TWO (2) PARTS AND INSTANCES.

1. 90.7M 87° 28' 53" WEST 90.00 FEET.  
2. 90.7M 81° 53' 43" WEST 141.03 FEET TO THE POINT OF AN FLANK OF BECOMING.

2:00PM - 3:00PM: **THE FUTURE OF THE FUTURE**

**Individuals' perception of environmental risk**

ALL THAT CERTAIN PLOT, PIECE OR PARCELS OF LAND WITH THE BOUNDARIES AND ADJACENTS THEREON  
DESCRIBED, SITUATE, LYING AND BEING AT VILLAGE OF SAG HARTON, TOWN OF SOUTHAMPTON, COUNTY OF  
HANTS, AND STATE OF NEW YORK, BOUNDED AND BEING AS FOLLOWS:

THE SOUTHERLY SIDE OF LONG BLVD. AT THE INTERSECTION OF THE SOUTHERLY SIDE OF LONG BLVD. AND THE SOUTHERLY SIDE OF MAPLE STREET.

1. NORTH 22° 45' 31" EAST 100.25 FEET,  
2. NORTH 61° 13' EAST 143.9 FEET TO LAND NOW OR FORMERLY UNITED STATES POSTAL SERVICE  
3. BEARING THENCE SOUTH 10° 51' 31" EAST ALONG LAND NOW OR FORMERLY UNITED STATES POSTAL

Service \$1.50 per ft. to land now or formerly marketable gas corporation  
 Returned notice along with now or formerly marketable gas corporation the following two (2)  
 counties and districts

1. 90°W 67° 25' 43" WEST 90.04 FEET.  
2. 90°W 61° 52' 03" WEST 101.03 FEET TO THE POINT OF OR PLACE OF BEGINNING.

CONTAINS AN AREA OF 3.14 HECT.

INTENDING AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN DEED DATED MARCH 20, 2008 FROM GEORGE SCHAVON, DAUNE SCHAVON, DEBORAH SCHAVON, DAVID SHAYON, AND MARITZA SCHAVON, TO VACS ENTERPRISES, LLC, RECORDED IN BOOK 09183 ON PAGE 0460 AT THE SUFFOLK COUNTY CLERK'S OFFICE ON MARCH 20, 2008, RECORDED ON MARCH 24, 2008 IN LIBER 12545 AT PAGE 817.

## LEGEND

[illegible]