

RMF
RUSKIN MOSCOU FALTISCHEK P.C.
Counselors at Law

Writer's Direct Dial: (516) 663-6545
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Writer's E-Mail: jharbeson@rmfpc.com

June 4, 2026

By Regular Mail and Email (cheryl.salem@dec.ny.gov)

Ms. Cheryl A. Salem
Legal Assistant
New York State Department
of Environmental Conservation
625 Broadway, 14th Fl.
Albany, NY 12233

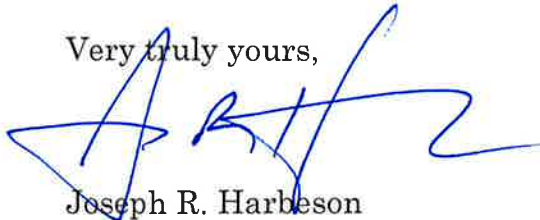
Re: *State of New York, et ano v. K.B.K. Huntington Corp., et ano*
Case No. 2:20-CV-244-PKC-ST

Dear Ms. Salem:

Attached please find our letter notice to the Town of Huntington regarding the environmental easement required by the Consent Decree in the above-referenced matter; a copy of the signed receipt card from the certified mailing of the notice; and a copy of the easement as filed with the County of Suffolk.

Please advise if you require anything further for the DEC to proceed to the next steps on this matter. Thank you.

Very truly yours,


Joseph R. Harbeson
For the Firm

Encs.

cc: Channing Jones, Esq. (by email: channing.jones@ag.ny.gov)
Brian Rashkow, Esq. (by email: brian.rashkow@dec.ny.gov)

1077237

RMF
RUSKIN MOSCOU FALTISCHEK P.C.
Counselors at Law

Writer's Direct Dial: (516) 663-6631
Writer's E-Mail: jharbeson@rmfpc.com

May 7, 2026

By Certified Mail,
Return Receipt Requested

Tony J. Aloisio, AICP
Director
Planning & Development Department
Town of Huntington
100 Main Street, Room 212
Huntington, New York 11743

J. Edward Gathman, Jr., Esq.
Town Attorney
Planning & Development Department
Town of Huntington
100 Main Street, Room 203
Huntington, New York 11743

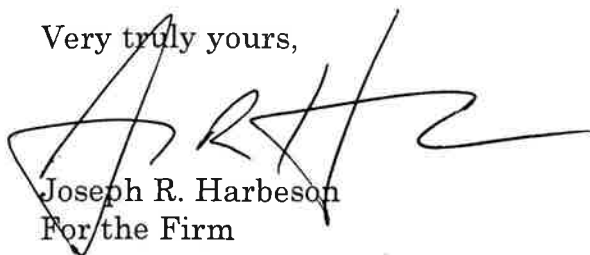
Re: 401 Main Street, Huntington, New York

Gentlemen:

PLEASE TAKE NOTICE that an Environmental Easement in favor of the NYS Department of Environment Conservation with respect to the above-referenced property was entered with the Clerk of the County of Suffolk on March 27, 2026. I enclose a copy of the Easement for each of you.

Please advise if you have any questions with regard to the foregoing.

Very truly yours,


Joseph R. Harbeson
For the Firm

JRH:kk
Enc.

1075938



RUSKIN MOSCOU FALTISCHEK P.C.

Smart Counsel. Straight Talk.

May 11, 2026

Page 2

cc: Channing Wistar-Jones, Esq. (by mail)
Assistant Attorney General
State of New York
Office of the Attorney General
Environmental Protection Bureau
28 Liberty Street, 19th Floor
New York, NY 10005

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

J. Edward Gathman, Jr., Esq.
Planning & Development Dept.
Town of Huntington
100 Main Street, Room 203
Huntington, NY 11743



9590 9402 7097 1251 5223 68

2. Article Number (Transfer from service label)

7006 3450 0002 8977 2464

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

[Signature]

C. Date of Delivery

5/12/20

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

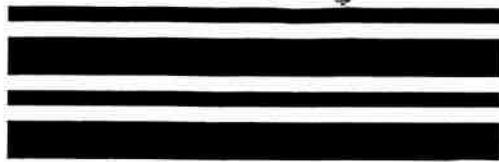
☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2020 PSN 7530-02-000-9053



**SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE**

Type of Instrument: EASEMENT
Number of Pages: 11
Receipt Number : 26-0037354
TRANSFER TAX NUMBER: 25-22656

Recorded: 03/27/2026
At: 10:53:21 AM

LIBER: D00013330
PAGE: 955

District:	Section:	Block:	Lot:
0400	069.00	03.00	001.000

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$0.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$55.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
TP-584	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$0.00	NO	RPT	\$200.00	NO
Transfer tax	\$0.00	NO			
			Fees Paid	\$300.00	

TRANSFER TAX NUMBER: 25-22656

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

VINCENT PULEO
County Clerk, Suffolk County

RECORDED
2026 Mar 27 10:53:21 AM
VINCENT RULEO
CLERK OF
SUFFOLK COUNTY
L 000013330
P 955
QT# 25-22656

Number of pages 11

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

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee 55
Handling 20.00
TP-584 5
Notation _____
EA-52 17 (County) _____
EA-5217 (State) _____
R.P.T.S.A. 200.00
Comm. of Ed. 5.00
Affidavit _____
Certified Copy _____
NYS Surcharge 15.00
Other _____

Sub Total 80



Sub Total 220

Grand Total 300

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.

10/27/25

4 Dist. 0

5704510 0400 06900 0300 001000

10

Real Property
Tax Service
Agency
Verification



5 Community Preservation Fund

Consideration Amount \$ 0

CPF Tax Due \$ _____

6

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

Ruskin Moscou Faltischek, P.C.
1425 RXR Plaza
East Tower, 15th Floor
Uniondale, NY 11556

Improved _____

Vacant Land _____

TD _____

TD _____

TD _____

7

Title Company Information

www.suffolkcountyny.gov/clerk

Name Advantage Title

Title # REC-202450

8

Suffolk County Recording & Endorsement Page

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

K.B.K. Huntington Corp.

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

TO

NYS Department of Environmental Conservation

In the TOWN of Huntington

In the VILLAGE

or HAMLET of _____

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

(over)

IMPORTANT NOTICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Vincent Puleo
Suffolk County Clerk

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

THIS INDENTURE made this 27th day of October, 2025, between Owner(s) K.B.K Huntington Corp., Ms. Denise Kilmer, as Executor of the Estate of Stephen Birchell, sole stockholder of owner, who's address is 5743 Free Union Road, Free Union, VA 22940, County of Albemarle, State of Virginia (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 410 Main Street in the City of Huntington, 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: Section 69 Block 3 Lot 1, being the same as that property conveyed to Grantor by deed dated October 14, 1965 and recorded in the Suffolk County Clerk's Office in Liber and Page 5846/70. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.2179 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 17, 2022, and last revised December 27, 2023, prepared by Christopher C. Danforth, License 050848, 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: 2:20-CV-244-PKC-ST, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

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

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

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

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

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

(i) Grantor and subsequent Site owners shall ensure that the Environmental Easement remains in place and effect.

(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;

(i) Grantor shall adhere to the institutional controls required by the Environmental Easement, including the prohibition of the use of groundwater underlying the property without treatment rendering it safe for intended use and the prohibition of vegetable gardens and farming; and

(ii) The Department shall undertake periodic groundwater sampling.

(5) 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;

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

- (i) Grantor and subsequent Site owners shall submit a written statement certifying that the controls at the property are unchanged from the previous certification;
- (ii) Grantor and subsequent Site owners shall notify the Department of changes of Site use and/or ownership; and
- (iii) Grantor and subsequent Site owners shall report emergencies to the Department and other appropriate authorities.

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

- (i) The Department shall prepare periodic review reports evaluating institutional and engineering controls; and
- (ii) The Department shall prepare and implement a corrective measures plan, if necessary.

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

- (i) The Department shall operate, maintain, monitor, inspect, and prepare reports evaluating mechanical or physical components of the remedy; and
- (ii) The Department shall decommission Site monitoring wells at an appropriate time to be determined by the Department.

(9) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor assumes the obligations identified in Paragraphs 2(A)(1), 2(A)(2), 2(A)(4)(i), 2(A)(5), 2(A)(6) and 2(A)(9) above. 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 as identified in Paragraphs 2(A)(1), 2(A)(2), 2(A)(4)(i), 2(A)(5), 2(A)(6) and 2(A)(9) above and obtaining an up-to-date version of the

SMP from:

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

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

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

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

G. Grantor covenants and agrees that it shall annually, or at such time as NYSDEC may require, submit to NYSDEC a written statement certifying under penalty of perjury, in such form and manner as the Department may require, that:

- (1) 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;
- (2) the owner will continue to allow the Department access to such real property to evaluate such controls;
- (3) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (4) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the

State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

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

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

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

5. Enforcement

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

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

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

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

Parties shall address correspondence to: Site Number: 152187

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 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.

K.B.K. Huntington Corp.:

By: Denise Kilmer

Print Name: Denise Kilmer

Title: Executor Date: 10-8-25

Grantor's Acknowledgment

Virginia TAL
STATE OF ~~NEW YORK~~)
COUNTY OF Albemarle) ss:

On the 8th day of October, in the year 2025, before me, the undersigned, personally appeared Denise Kilmer, 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.

Tammy Angela Linkous
Notary Public - ~~State of New York~~
Virginia



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:

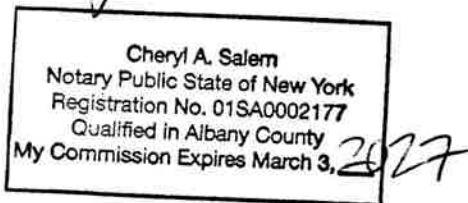
Janet Brown
Janet Brown, Assistant Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 27 day of October, in the year 2025 before me, the undersigned, personally appeared Janet Brown, 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.

Cheryl A. Salem
Notary Public, State of New York



SCHEDULE "A" PROPERTY DESCRIPTION

Record Description:

ALL THAT CERTAIN PLOT, PIECE OF LAND, WITH THE BUILDING AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWN OF HUNTINGTON, COUNTY OF SUFFOLK AND STATE OF NEW YORK, KNOWS AND DESIGNATED AS PART OF LOT 18, ON A CERTAIN MAP ENTITLED, "MAP OF 48 LOTS SITUATED IN THE VILLAGE OF HUNTINGTON, TOWN OF HUNTINGTON, SUFFOLK CO., SURVEYED 1891, OSCAR DARLING, C.E.", AND FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF SUFFOLK ON FEBRUARY 25, 1892 AS MAP NO. 485, SAID PART OF LOT BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF WEST MAIN STREET WITH THE EASTERLY SIDE OF HILLSIDE AVENUE;

RUNNING THENCE ALONG THE SOUTHERLY SIDE OF WEST MAIN STREET NORTH 70 DEGREES 43 MINUTES 50 SECONDS EAST 50 FEET;

RUNNING THENCE THROUGH LOT 18 SOUTH 27 DEGREES 04 MINUTES EAST 73.85 FEET;

RUNNING THENCE ALONG THE WESTERLY SIDE OF LOT 17 ON SAID MAP SOUTH 19 DEGREES 17 MINUTES EAST 73.15 FEET TO THE NORTHERLY SIDE OF LOT 19 ON SAID MAP;

RUNNING THENCE ALONG THE NORTHERLY SIDE OF SAID LOT 19 SOUTH 78 DEGREES 55 MINUTES 40 SECONDS WEST 80.26 FEET TO THE EASTERLY SIDE OF HILLSIDE AVENUE;

RUNNING THENCE ALONG THE EASTERLY SIDE OF HILLSIDE AVENUE NORTH 11 DEGREES 04 MINUTES 20 SECONDS WEST 136.25 FEET TO THE CORNER AFORESAID AT THE POINT OR PLACE OF BEGINNING.

Survey Description:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF WEST MAIN STREET WITH THE EASTERLY SIDE OF HILLSIDE AVENUE;

RUNNING THENCE ALONG THE SOUTHERLY SIDE OF WEST MAIN STREET NORTH 61 DEGREES 05 MINUTES 23 SECONDS EAST 50 FEET TO LAND NOW OR FORMERLY 406 WEST MAIN STREET, LLC;

RUNNING THENCE ALONG LAND NOW OR FORMERLY 406 WEST MAIN STREET, LLC SOUTH 36 DEGREES 42 MINUTES 27 SECONDS EAST 73.85 FEET;

RUNNING CONTINUING ALONG LAND NOW OR FORMERLY 406 WEST MAIN

STREET, LLC SOUTH 28 DEGREES 55 MINUTES 27 SECONDS EAST 73.15 FEET TO LAND NOW OR FORMERLY RUBY ATWAL;

RUNNING THENCE ALONG LAND NOW OR FORMERLY RUBY ATWAL SOUTH 69 DEGREES 17 MINUTES 13 SECONDS WEST 80.26 FEET TO THE EASTERLY SIDE OF HILLSIDE AVENUE;

RUNNING THENCE ALONG THE EASTERLY SIDE OF HILLSIDE AVENUE NORTH 20 DEGREES 43 MINUTES 26 SECONDS WEST 136.25 FEET TO THE CORNER AFORESAID AT THE POINT OR PLACE OF BEGINNING.

PARCEL CONTAINS 9,492 SQ FT - (0.21790 ACRES)