



SUFFOLK COUNTY CLERK
 RECORDS OFFICE
 RECORDING PAGE

Type of Instrument: EASEMENT
 Number of Pages: 12
 Receipt Number : 24-0148807
 TRANSFER TAX NUMBER: 24-13910

Recorded: 12/02/2024
 At: 03:25:37 PM
 LIBER: D00013274
 PAGE: 360

District: 0200 Section: 979.60 Block: 03.00 Lot: 020.001

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$0.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$60.00	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	\$15.00	NO	RPT	\$1,000.00	NO
Transfer tax	\$0.00	NO			
			Fees Paid	\$1,120.00	

TRANSFER TAX NUMBER: 24-13910

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

VINCENT PULEO
 County Clerk, Suffolk County

Number of pages 12
This document will be public record. Please remove all Social Security Numbers prior to recording.

RECORDED
2024 Dec 02 03:25:37 PM
VINCENT PULEO
CLERK OF
SUFFOLK COUNTY
L D00013274
P 360
DT# 24-13910

Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
3		

Page / Filing Fee <u>100</u>		Mortgage Amt.
Handling <u>20.00</u>		1. Basic Tax
TP-584 <u>5</u>		2. Additional Tax
Notation		Sub Total
EA-52 17 (County)	Sub Total <u>85</u>	Spec./Assit.
EA-5217 (State)		or
R.P.T.S.A. <u>1000</u>		Spec. /Add.
Comm. of Ed. <u>5.00</u>		TOT. MTG. TAX
Affidavit		Dual Town <u> </u> Dual County <u> </u>
Certified Copy <u>15</u>		Held for Appointment
NYS Surcharge <u>15.00</u>	Sub Total <u>1,035</u>	Transfer Tax <u> </u>
Other	Grand Total <u>1,120</u>	Mansion Tax <u> </u>



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.	5436493	5 Community Preservation Fund
Real Property Tax Service Agency Verification	See Attached	Consideration Amount \$ <u> </u>
		CPF Tax Due \$ <u> </u>

6	Satisfactions/Discharges/Releases List Property Owners Mailing Address RECORD & RETURN TO: The Law Offices of Ernest R. Wruck Ernest R. Wruck, Esq. One Station Court*SUITE*1 Bellport, New York 11713	Improved <u> </u> Vacant Land <u> </u> TD <u> </u> TD <u> </u> TD <u> </u>
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Mail to: Vincent Puleo, Suffolk County Clerk 310 Center Drive, Riverhead, NY 11901 www.suffolkcountyny.gov/clerk	7 Title Company Information Co. Name <u> </u> Title # <u> </u>
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8 Suffolk County Recording & Endorsement Page

This page forms part of the attached Environmental Easement made by: Post-Marow Foundation, Inc. (SPECIFY TYPE OF INSTRUMENT)

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

TO Commissioner of the Department of Environmental Conservation In the TOWN of Brookhaven In the VILLAGE or HAMLET of East Patchogue

Stat ID: 5436493



Tax Maps

District	Section	Block	Lot	School District
0200	97960	0300	002000	SOUTH COUNTRY
0200	97960	0300	008000	SOUTH COUNTRY
0200	97960	0300	009000	SOUTH COUNTRY
0200	97960	0300	011000	SOUTH COUNTRY
0200	97960	0300	020001	SOUTH COUNTRY

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

THIS INDENTURE made this 22nd day of December, 2023, between Owner, Post-Marrow Foundation, Inc., having an office at 16 Bay Road, Brookhaven, County of Suffolk, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 25 Orchard Road in the City of East Patchogue, 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 number: Section 979.60 Block 3 Lots 2, 8, 9, 11, & 20.001, being the same as that property conveyed to Grantor by deed dated February 17, 2023 and recorded in the Suffolk County Clerk's Office in Liber and Page 13189/990. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 13.152 +/- acres, and is hereinafter more fully described in the Land Title Survey dated July 20, 2016 and revised March 1, 2023 and September 5, 2023, prepared by Tamara L. Stillman, License No. 50528, 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: CO 1-20221027-229, 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:

Residential as described in 6 NYCRR Part 375-1.8(g)(2)(i), 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 raising livestock or producing animal products for human consumption, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

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

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

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

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

Law.

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

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

- (1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).
- (2) the institutional controls and/or engineering controls employed at such site:
 - (i) are in-place;
 - (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
 - (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
- (3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;
- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
- (7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against

the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

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

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

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

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

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

Parties shall address correspondence to: Site Number: 152209
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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

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

Post-Marrow Foundation, Inc.:

By:

Print Name:

Title:

[Handwritten Signature]

Bruce T. Wallace

President Date: *Dec 12, 2023*

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF *Suffolk*

On the *12th* day of *December* in the year 20*23*, before me, the undersigned, personally appeared *Bruce T. Wallace* 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.

Sharon V. Staudt
Notary Public - State of New York

SHARON V. STAUDT
Notary Public, State of New York
No. 01ST6120024
Qualified in Suffolk County
Term Expires December 13, 20*24*

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: Andrew Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 22nd day of December in the year 2023 before me, the undersigned, personally appeared Andrew O. Guglielmi, 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

Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

SCHEDULE "A" PROPERTY DESCRIPTION

Survey Description

All that certain plot, piece or parcel of land, situate, lying and being at East Patchogue, in the Town of Brookhaven, County of Suffolk and State of New York, being more particularly bounded and described as follows:

Beginning at a point on the southeasterly side of Orchard Road distant 258.00 feet northeasterly from the corner formed by the intersection of the southeasterly side of Orchard Road with the northeasterly side of South Country Road;

Thence from said point of beginning North 24°21'03" East along the southeasterly side of Orchard Road a distance of 431.58 feet to land now or formerly of John P. Christie;

Thence along the land now or formerly of John P. Christie the following five (5) courses and distances:

1. South 59°09'57" East a distance of 29.34 feet to a point; thence
2. South 58°44'47" East a distance of 121.45 feet to a point; thence
3. South 58°34'17" East a distance of 17.29 feet to a point; thence
4. South 58°48'07" East a distance of 68.75 feet to a point; thence
5. North 26°20'23" East a distance of 5.27 feet to a point on the easterly boundary of lands now or formerly of John P. Christie;

Thence North 2°06'23" East along the land now or formerly of John P. Christie and then along land now or formerly of Sandra Zylowski and then along land now or formerly of George Zyowski a distance of 448.48 feet to the southerly side of Old Orchard Road;

Thence South 54°25'07" East along the southerly side of Old Orchard Road a distance of 500.31 feet to land now or formerly of Doreen Drapal;

Thence South 4°33'17" East along land now or formerly of Doreen Drapal and then along land now or formerly of Kerry Young a distance of 287.26 feet;

Thence South 75°23'27" East still along land now or formerly of Kerry Young and then along land now or formerly of Michael Jorgensen a distance of 118.54 feet to land now or formerly of Rose & Robert O. Gruber;

Thence along the land now or formerly of Rose & Robert O. Gruber the following two (2) courses and distances:

1. South 23°01'08" West a distance of 155.90 feet to a point; thence
2. South 63°27'17" East a distance of 200.00 feet to the westerly side of Right of Way known as Hedges Road;

Thence South 26°29'33" West along the westerly side of said Right of Way a distance of 343.00 feet to land now or formerly of Julio Claudio;

Thence North 67°17'57" West along the land now or formerly of Julio Claudio a distance of 145.87 feet to land now or formerly of Gregory C. Garner & Nicole M. Novellano;

Thence North 67°12'47" West along the land now or formerly of Gregory C. Garner & Nicolae M. Novellano and then along land now or formerly of then Peter Ross & Patricia Cleland, a distance of 99.21 feet to a point on the northerly boundary of lands now or formerly of Peter Ross & Patricia Cleland;

Thence North 67°22'17" West still along the land now or formerly of Peter Ross & Patricia Cleland a distance of 172.99 feet to land now or formerly of Shimane Devlin;

Thence along the land now or formerly of Shimane Devlin the following four (4) courses and distances:

1. North 67°40'17" West a distance of 4.98 feet to a point; thence
2. North 23°00'43" East a distance of 48.58 feet to a point; thence
3. North 63°07'17" West a distance of 419.61 feet to a point; thence
4. South 25°30'53" West a distance of 48.72 feet to the land now or formerly of Shiebler living trust;

Thence North 63°43'47" West along the land now or formerly of Shiebler living trust a distance of 158.50 feet to the easterly side of Orchard Road, and the point or place of beginning.

Deed Description (L:13189 P:990)

ALL that certain plot, piece or parcel of land, situate, lying and being at East Patchogue, in the Town of Brookhaven, County of Suffolk and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly side of Orchard Road, distant 258.00 feet northeasterly from the corner formed by the intersection of the southeasterly side of Orchard Road with the northeasterly side of South Country Road;

RUNNING THENCE North 35 degrees 46 minutes 20 seconds East along the southeasterly side of Orchard Road, 431.58 feet to land now or formerly of Thomas Zylowski;

THENCE along last mentioned land, the following six courses and distances:

1. South 47 degrees 44 minutes 40 seconds East, 29.34 feet;
2. South 47 degrees 19 minutes 30 seconds East, 121.45 feet;
3. South 47 degrees 09 minutes 00 seconds East, 17.29;
4. South 47 degrees 22 minutes 50 seconds East, 68.75 feet;
5. North 37 degrees 31 minutes 40 seconds East, 5.27 feet;
6. North 13 degrees 31 minutes 40 seconds East, 448.48 feet to the southwesterly side of Old Orchard Road;

THENCE South 42 degrees 59 minutes 50 seconds East along the southwesterly side of Old Orchard Road, 500.31 feet to land now or formerly of Edward Drapal;

THENCE South 6 degrees 52 minutes 00 seconds West, along last mentioned land and along land now or formerly of Julia Drapal, 287.26 feet;

THENCE South 63 degrees 58 minutes 10 seconds East along last mentioned, 118.54 feet to land now or formerly of Paul Otto Gruber;

THENCE South 34 degrees 26 minutes 25 seconds West, along last mentioned land and along land now or formerly of Robert Gruber, 155.90 feet;

THENCE South 52 degrees 02 minutes 00 seconds East, along last mentioned land, 200 feet to the westerly side of Right of Way known as Schoolhouse Road;

THENCE South 37 degrees 54 minutes 50 seconds West, along the westerly side of said Right of Way, 343 feet to land now or formerly of Eugene Lisher;

THENCE North 55 degrees 52 minutes 40 seconds West, along last mentioned land, 145.87 feet to land now or formerly of Edward Schleiter;

THENCE North 55 degrees 47 minutes 30 seconds West, along last mentioned land and partly along land now or formerly of Albert Kruger, 99.21 feet;

THENCE North 55 degrees 57 minutes 00 seconds West, along last mentioned land, 172.99 feet;

THENCE North 56 degrees 15 minutes 00 seconds West, 4.98 feet;

THENCE North 34 degrees 26 minutes 00 seconds East, 48.58 feet;

RUNNING THENCE North 51 degrees 42 minutes 00 seconds West, 419.61 feet to a locust stake;

RUNNING THENCE South 36 degrees 56 minutes 10 seconds West, 48.72 feet;

THENCE North 52 degrees 18 minutes 30 seconds West, along the last mentioned land, 158.50 feet to the southeasterly side of Orchard Road, the point or place of BEGINNING.

RECORD AND RETURN TO:

**The Law Offices of Ernest R. Wruck
Ernest R. Wruck, Esq.
One Station Court*Suite 1
Bellport, New York 11713**