



Charlotte Biblow

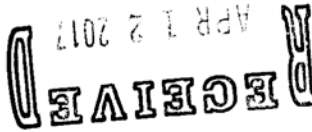
Partner

Direct Dial: 516.227.0686

Direct Fax: 516.336.2266

cbiblow@farrellfritz.com

.....BY:



400 RXR Plaza

Uniondale, NY 11556

www.farrellfritz.com

Our File No.
16991-102

April 11, 2017

BY FEDERAL EXPRESS

Bradford Burns, Esq.
New York State Department of Environmental Conservation
Office of General Counsel
625 Broadway, 14th Floor
Albany, NY 12233-1500

Re: Environmental Easement
Site Name: 48-50 Enter Lane
Site ID No. 152230
48-50 Enter Lane, Islandia, NY

Dear Mr. Burns:

We represent Mako Properties Limited Partnership, now known as Mako Properties, LLC. Enclosed are the following documents: (1) certified copy of the filed environmental easement; and (2) certificate of mailing of municipal notice of environmental easement. This completes the environmental easement requirement for the site.

Please let me know if you need anything else.

Very truly yours,

A handwritten signature in cursive script that reads 'Charlotte Biblow'.

Charlotte Biblow

Enclosures

cc: Jim Kogel (w/copies) (via email)
Michael Yager (w/copies) (via email)

CERTIFICATE OF MAILING

Charlotte Biblow hereby certifies that on April 11, 2017, I caused the municipal notice of environmental easement with a certified copy of the filed environmental easement to be mailed, by certified mail, return receipt requested to the Hon. Allan M. Dorman, Mayor, Village of Islandia, 1100 Old Nichols Road, Islandia, NY 11749. A copy of this document is attached hereto.

Dated: April 11, 2017
Uniondale, NY


Charlotte Biblow

**MUNICIPAL NOTICE OF ENVIRONMENTAL
EASEMENT WITH A CERTIFIED COPY OF THE
FILED ENVIRONMENTAL EASEMENT**



COUNTY CLERK'S OFFICE
STATE OF NEW YORK
COUNTY OF SUFFOLK

I, JUDITH A. PASCALE, Clerk of the County of Suffolk and the Court of Record thereof do hereby certify that I have compared the annexed with the original **EASEMENT**

recorded in my office on **03/31/2017** under Liber **D00012906** and Page **769** and, that the same is a true copy thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Court this **03/31/2017** .

SUFFOLK COUNTY CLERK

A handwritten signature in cursive script that reads "Judith A. Pascale".

JUDITH A. PASCALE

SEAL

1 2

Number of pages 11

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

RECORDED
2017 Mar 31 12:51:40 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L 000012906
P 769
DT# 16-26128

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee 55Handling 20.00TP-584 5

Notation _____

EA-52 17 (County) _____

EA-5217 (State) _____

R.P.T.S.A. 200Comm. of Ed. 5.00

Affidavit _____

Certified Copy 28.60NYS Surcharge 15.00

Other _____

Sub Total 80-Sub Total 248.60Grand Total 278.60

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. 0504 Section 006.00 Block 01.00 Lot 018.000

Real Prop
Tax Service
Agency
Verification

3354638

0504 00600 0100 018000



5 Community Preservation Fund

Consideration Amount \$ _____

CPF Tax Due \$ _____

6 Satisfy _____

RECORD & RETURN TO:

Farrell Fritz, P.C.
100 Motor Parkway, Suite 138
Hauppauge, NY 11788
Attention: JeanMarie Killeen

Improved _____

Vacant Land _____

TD _____

TD _____

TD _____

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

7

Title Company Information

Co. Name Advantage Title Agency

Title # REC-19904

8

Suffolk County Recording & Endorsement Page

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

Mako Properties, LLC f/k/a Mako Properties

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

Limited Partnership

TO

In the TOWN of Islip

In the VILLAGE _____

or HAMLET of IslandiaThe People of the State of New York

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

(over)



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: EASEMENT
Number of Pages: 11
Receipt Number : 17-0054434
TRANSFER TAX NUMBER: 16-26128

Recorded: 03/31/2017
At: 12:51:40 PM
LIBER: D00012906
PAGE: 769

District: 0504 Section: 006.00 Block: 01.00 Lot: 018.000

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	\$28.60	NO	RPT	\$200.00	NO
Transfer tax	\$0.00	NO			
			Fees Paid	\$328.60	

TRANSFER TAX NUMBER: 16-26128

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 21st day of February, 2017, between Owner(s) Mako Properties, LLC f/k/a Mako Properties Limited Partnership, having an office at 931 B Conklin Street, Farmingdale, New York 11735, 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 48-50 Enter Lane in the Village of Islandia, Town of Islip, 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 0504 Section 006.00 Block 01.00 Lot 018.000, being a portion of the property conveyed to Grantor by deed dated September 26, 1988 and recorded in the Suffolk County Clerk's Office in Liber and Page 10762/245. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.5535 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 15, 2016 and last revised January 3, 2017 prepared by John J. Toscano, L.L.S. of Carman-Dunne, P.C., 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: A1-0649-08-10, 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);

(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 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'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: 152230
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.

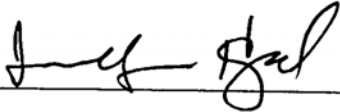
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is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

Remainder of Page Intentionally Left Blank

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

Mako Properties, LLC:

By: 

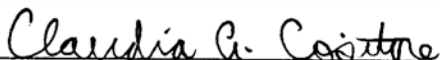
Print Name: Jacob James Kogel

Title: Pres of M.M Date: 2/2/17

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 2nd day of February, in the year 2017, before me, the undersigned, personally appeared Jacob James Kogel 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

CLAUDIA A. COSITORE
Notary Public State of New York
No. 4859752
Qualified in Suffolk County
Commission Expires 8/11/18

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 21st day of February, in the year 2017, 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" PROPERTY DESCRIPTION

**LEGAL DESCRIPTION
DESCRIPTION OF ENVIRONMENTAL EASEMENT AREA**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWN OF ISLIP, COUNTY OF SUFFOLK AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS PART OF DISTRICT 0504 SECTION 006 BLOCK 01 LOT 18 ON THE SUFFOLK COUNTY LAND AND TAX MAP AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF ENTER LANE, SAID POINT BEING 563.13' SOUTHERLY FROM THE SOUTHERLY END OF A CURVE CONNECTING THE SOUTHERLY SIDE OF THE LONG ISLAND EXPRESSWAY WITH THE WESTERLY SIDE OF ENTER LANE; THENCE SOUTH 10 DEGREES 15 MINUTES 14 SECONDS WEST ALONG THE WEST SIDE OF ENTER LANE A DISTANCE OF 39.87 FEET TO A POINT; THENCE NORTH 79 DEGREES 44 MINUTES, 46 SECONDS WEST A DISTANCE OF 379.92 FEET TO A POINT; THENCE NORTH 10 DEGREES 30 MINUTES 50 SECONDS EAST A DISTANCE OF 96.97 FEET TO A POINT; THENCE SOUTH 79 DEGREES 28 MINUTES 10 SECONDS EAST A DISTANCE OF 197.50 FEET TO A POINT; THENCE SOUTH 10 DEGREES 18 MINUTES 21 SECONDS WEST A DISTANCE OF 72.10 FEET TO A POINT; THENCE SOUTH 79 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 110.02 FEET TO A POINT; THENCE NORTH 84 DEGREES 38 MINUTES 51 SECONDS EAST A DISTANCE OF 59.27 FEET TO A POINT; THENCE SOUTH 80 DEGREES 04 MINUTES 18 SECONDS EAST A DISTANCE OF 14.94 FEET TO THE POINT OR PLACE OF BEGINNING.

BEING 24,112 SQUARE FEET OR 0.5535 ACRES MORE OR LESS.



Charlotte Biblow
Partner

Direct Dial: 516.227.0686
Direct Fax: 516.336.2266
cbiblow@farrellfritz.com

400 RXR Plaza
Uniondale, NY 11556
www.farrellfritz.com

Our File No.
16991-102

April 11, 2017

Via Certified Mail/Return Receipt Requested

Hon. Allan M. Dorman, Mayor
Incorporated Village of Islandia
1100 Old Nichols Road
Islandia, NY 11749

Re: Environmental Easement
48-50 Enter Lane, Islandia, NY 11749
Tax Map No. Section 006, Block 01, Lot 18

Dear Mayor Dorman:

We represent Mako Properties Limited Partnership, now known as Mako Properties, LLC, the owner of property located at 48-50 Enter Lane, Islandia, NY 11749, Tax Map No. Section 006, Block 01, Lot 18. Enclosed is a notice letter from Mako Properties, LLC regarding an environmental easement filed in connection with the above-referenced property. A certified copy of the environmental easement is attached to this notice letter. Mako Properties, LLC is required to provide the attached notice letter pursuant to Article 71, Section 71-3607 of the New York State Environmental Conservation Law.

Thank you.

Very truly yours,

Charlotte Biblow
Charlotte Biblow

Enclosures

April 6, 2017

Hon. Allan M. Dorman, Mayor
Incorporated Village of Islandia
1100 Old Nichols Road
Islandia, NY 11749

Re: Environmental Easement

Dear Mayor Dorman:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on February 21, 2017, by Mako Properties Limited Partnership, now known as Mako Properties, LLC, for property at 48-50 Enter Lane, Islandia, NY 11749, Tax Map No. Section 006, Block 01, Lot 18, DEC Site No: 1-522-30.

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

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

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

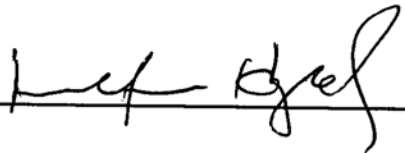
An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your

Hon. Allan M. Dorman, Mayor
April 6, 2017
Page 2

compliance with these provisions of New York Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

MAKO PROPERTIES LIMITED
PARTNERSHIP, now known as
MAKO PROPERTIES, LLC

By: _____



COUNTY CLERK'S OFFICE
STATE OF NEW YORK
COUNTY OF SUFFOLK

I, JUDITH A. PASCALE, Clerk of the County of Suffolk and the Court of Record thereof do hereby certify that I have compared the annexed with the original **EASEMENT**

recorded in my office on **03/31/2017** under Liber **D00012906** and Page **769** and, that the same is a true copy thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Court this **03/31/2017**.

SUFFOLK COUNTY CLERK

Judith A. Pascale

JUDITH A. PASCALE

SEAL



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: EASEMENT

Number of Pages: 11

Receipt Number : 17-0054434

TRANSFER TAX NUMBER: 16-26128

Recorded: 03/31/2017
At: 12:51:40 PM

LIBER: D00012906
PAGE: 769

District:	Section:	Block:	Lot:
0504	006.00	01.00	018.000

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	\$28.60	NO	RPT	\$200.00	NO
Transfer tax	\$0.00	NO			
			Fees Paid	\$328.60	

TRANSFER TAX NUMBER: 16-26128

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
2017 Mar 31 12:51:40 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L D00012906
P 769
DT# 16-26128

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

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
Comm. of Ed. 5.00
Affidavit _____
Certified Copy 28.60
NYS Surcharge 15.00
Other _____
Sub Total 80-
Sub Total 248.60
Grand Total 328.60



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. 0504	Section 006.00	Block 01.00	Lot 018.000	5	Community Preservation Fund
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Real Prop
Tax Service
Agency
Verification

3354638

0504 00600 0100 018000



Consideration Amount \$ _____

CPF Tax Due \$ _____

6 Satisfy

RECORD & RETURN TO:

Farrell Fritz, P.C.
100 Motor Parkway, Suite 138
Hauppauge, NY 11788
Attention: JeanMarie Killeen

Improved _____

Vacant Land _____

TD _____

TD _____

TD _____

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

7	Title Company Information
Co. Name Advantage Title Agency	
Title # REC-19904	

8 Suffolk County Recording & Endorsement Page

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

Mako Properties, LLC f/k/a Mako Properties
Limited Partnership

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

TO

The People of the State of New York

In the TOWN of Islip
In the VILLAGE _____
or HAMLET of Islandia

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

(over)

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

THIS INDENTURE made this 21st day of February, 2017, between Owner(s) Mako Properties, LLC f/k/a Mako Properties Limited Partnership, having an office at 931 B Conklin Street, Farmingdale, New York 11735, 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 48-50 Enter Lane in the Village of Islandia, Town of Islip, 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 0504 Section 006.00 Block 01.00 Lot 018.000, being a portion of the property conveyed to Grantor by deed dated September 26, 1988 and recorded in the Suffolk County Clerk's Office in Liber and Page 10762/245. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.5535 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 15, 2016 and last revised January 3, 2017 prepared by John J. Toscano, L.L.S. of Carman-Dunne, P.C., 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: A1-0649-08-10, 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);

(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 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'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: 152230
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.

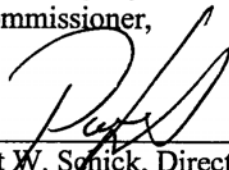
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is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

Remainder of Page Intentionally Left Blank

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,

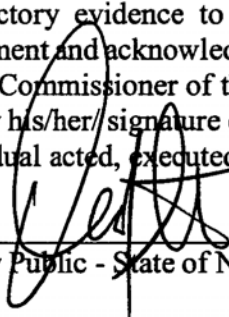
By:


Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 21st day of February, in the year 2017, 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" PROPERTY DESCRIPTION

**LEGAL DESCRIPTION
DESCRIPTION OF ENVIRONMENTAL EASEMENT AREA**

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE TOWN OF ISLIP, COUNTY OF SUFFOLK AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS PART OF DISTRICT 0504 SECTION 006 BLOCK 01 LOT 18 ON THE SUFFOLK COUNTY LAND AND TAX MAP AND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF ENTER LANE, SAID POINT BEING 563.13' SOUTHERLY FROM THE SOUTHERLY END OF A CURVE CONNECTING THE SOUTHERLY SIDE OF THE LONG ISLAND EXPRESSWAY WITH THE WESTERLY SIDE OF ENTER LANE; THENCE SOUTH 10 DEGREES 15 MINUTES 14 SECONDS WEST ALONG THE WEST SIDE OF ENTER LANE A DISTANCE OF 39.87 FEET TO A POINT; THENCE NORTH 79 DEGREES 44 MINUTES, 46 SECONDS WEST A DISTANCE OF 379.92 FEET TO A POINT; THENCE NORTH 10 DEGREES 30 MINUTES 50 SECONDS EAST A DISTANCE OF 96.97 FEET TO A POINT; THENCE SOUTH 79 DEGREES 28 MINUTES 10 SECONDS EAST A DISTANCE OF 197.50 FEET TO A POINT; THENCE SOUTH 10 DEGREES 18 MINUTES 21 SECONDS WEST A DISTANCE OF 72.10 FEET TO A POINT; THENCE SOUTH 79 DEGREES 42 MINUTES 42 SECONDS EAST A DISTANCE OF 110.02 FEET TO A POINT; THENCE NORTH 84 DEGREES 38 MINUTES 51 SECONDS EAST A DISTANCE OF 59.27 FEET TO A POINT; THENCE SOUTH 80 DEGREES 04 MINUTES 18 SECONDS EAST A DISTANCE OF 14.94 FEET TO THE POINT OR PLACE OF BEGINNING.

BEING 24,112 SQUARE FEET OR 0.5535 ACRES MORE OR LESS.

