



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 12-03-2013
Recorded Time: 2:38:18 p

Liber Book: D 13020
Pages From: 809
To: 823

Record and Return To:
MAB SERVICES
ONE OLD COUNTRY RD
STE 467
CARLE PLACE, NY 11514

Control
Number: 1671
Ref #: RE 008686
Doc Type: D02 EASEMENT

Location:	Section	Block	Lot	Unit
HEMPSTEAD (2820)	0043	00368-00	00018	
HEMPSTEAD (2820)	0043	00368-00	00019	
HEMPSTEAD (2820)	0043	00368-00	00020	
HEMPSTEAD (2820)	0043	00368-00	00041	
HEMPSTEAD (2820)	0043	00368-00	00042	

CC COPY

	Taxes Total	.00
KAL001	Recording Totals	265.00
	Total Payment	265.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK



2013120301671

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

THIS INDENTURE made this 12th day of November, 2013 between Owner(s) Oceanside Plaza Associates, LLC, having an office at 151 Irving Place, Woodmere, New York 11598 (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 3131-3221 Long Beach Road, Oceanside, New York in the Town of Hempstead, County of Nassau and State of New York, known and designated on the tax map of the County Clerk of Nassau as tax map parcel numbers: Section 43 Block 368 Lot(s) 18-20, 41-45, 75-92, 107 & 355, being the same as that property conveyed to Grantor by deed dated December 9, 2004 and recorded on December 29, 2004 in the Nassau County Clerk's Office in Liber 11893 Cp 398. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 7.450 +/- acres, and is hereinafter more fully described in the Land Title Survey dated September 5, 2013 prepared by Control Point Associates, Inc., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

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Environmental Easement Page 1

MR
MAB SERVICES
ONE 010 COUNTRY RD, STE 467
CARLE PLACE, NY 11514

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: A1-0538-0106, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[10/12]

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

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

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no [10/12]

privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

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

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

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

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

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

Parties shall address correspondence to: Site Number: C130158
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

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

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

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

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

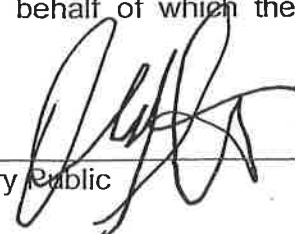
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE
PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of
Environmental Conservation as Designee of the Commissioner,

By: 

Robert W. Schick, Director
Division of Environmental Remediation

State of New York)
County of Albany) ss.:
On the 12th day of November in the year 2013 before me,

the undersigned, personally appeared Robert Schick personally
known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to
me that (s)he executed the same in his/her capacity, 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

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

SCHEDULE "A" PROPERTY DESCRIPTION

Property Address: 3131 – 3221 Long Beach Road, Oceanside, New York
T/O Hempstead, Nassau County
Tax Map: 43-368-18-20, 41-45, 75-92, 107 & 355

NOVEMBER 1, 2013

C04307.01

DEC SITE NAME: OCEANSIDE PLAZA

DEC SITE #C130158

SCHEDULE A
DESCRIPTION OF ENVIRONMENTAL EASEMENT

PARCEL 1 (LOTS 18 TO 20, 41, 42 & 107):

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT OCEANSIDE (UNINCORPORATED AREA) TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF LONG BEACH ROAD DISTANT 504.53 FEET NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF LONG BEACH ROAD AND THE NORTHERLY SIDE OF CORTLAND AVENUE, WHICH POINT OF BEGINNING IS WHERE THE NORTHERLY SIDE OF LAND NOW OR FORMERLY OF THE BANK OF ROCKVILLE CENTRE TRUST COMPANY INTERSECTS THE SAID SIDE OF LONG BEACH ROAD, AND FROM SAID POINT OF BEGINNING;

RUNNING THENCE NORTH 13 DEGREES 14 MINUTES EAST ALONG THE EASTERLY SIDE OF LONG BEACH ROAD, 230 FEET TO LAND NOW OR FORMERLY OF KRAUSE;

RUNNING THENCE SOUTH 76 DEGREES 46 MINUTES EAST ALONG LAND NOW OR FORMERLY OF KRAUSE AND L. M. SHORE, 284.32 FEET TO LAND AS SHOWN ON MAP OF SUNSHINE TERRACE;

RUNNING THENCE SOUTH 11 DEGREES 30 MINUTES WEST ALONG LAND AS SHOWN ON MAP OF SUNSHINE TERRACE, 430.47 FEET TO THE NORTHERLY LINE OF LOT 15 IN BLOCK S AS SHOWN ON MAP OF MIRAMAR SEC. 2;

RUNNING THENCE NORTH 76 DEGREES 46 MINUTES WEST ALONG THE NORTHERLY SIDE OF LOT 15, BLOCK S AS SHOWN ON MAP OF MIRAMAR SEC. 2, 47.40 FEET TO THE EASTERLY SIDE OF FIFTH STREET;

RUNNING THENCE NORTH 13 DEGREES 14 MINUTES EAST ALONG THE EASTERLY SIDE OF FIFTH STREET, 50.29 FEET;

RUNNING THENCE NORTH 76 DEGREES 46 MINUTES WEST ALONG THE NORTHERLY SIDE OF FIFTH STREET, 50 FEET;

RUNNING THENCE NORTH 13 DEGREES 14 MINUTES EAST, 150 FEET;

RUNNING THENCE NORTH 76 DEGREES 46 MINUTES WEST ALONG THE NORTHERLY LINE OF LAND NOW OR FORMERLY OF BANK OF ROCKVILLE CENTRE TRUST COMPANY, 200 FEET TO THE EASTERLY SIDE OF LONG BEACH ROAD, TO THE POINT OR PLACE OF BEGINNING

PARCEL 2 (LOTS 43 TO 45, 75 TO 92 & 355):

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT OCEANSIDE IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

NOVEMBER 1, 2013
CG0307.01
PAGE 2

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF LONG BEACH ROAD WITH THE SOUTHERLY SIDE OF WINDSOR PARKWAY;

RUNNING THENCE SOUTH 65 DEGREES 33 MINUTES 51 SECONDS EAST ALONG THE SOUTHERLY SIDE OF WINDSOR PARKWAY 192.60 FEET;

THENCE SOUTH 13 DEGREES 53 MINUTES 00 SECONDS WEST 59.57 FEET;

THENCE SOUTH 76 DEGREES 07 MINUTES 00 SECONDS EAST 50.98 FEET;

THENCE SOUTH 10 DEGREES 03 MINUTES 00 SECONDS WEST 491.07 FEET;

THENCE SOUTH 79 DEGREES 57 MINUTES 00 SECONDS EAST 100 FEET TO THE WESTERLY SIDE OF FOURTH STREET;

THENCE ALONG THE WESTERLY SIDE OF FOURTH STREET, SOUTH 10 DEGREES 03 MINUTES 00 SECONDS WEST 360 FEET;

THENCE NORTH 79 DEGREES 57 MINUTES 00 SECONDS WEST 100 FEET;

THENCE NORTH 10 DEGREES 03 MINUTES 00 SECONDS EAST 144.19 FEET;

THENCE NORTH 78 DEGREES 13 MINUTES 00 SECONDS WEST 284.38 FEET TO THE EASTERLY SIDE OF LONG BEACH ROAD;

THENCE ALONG THE EASTERLY SIDE OF LONG BEACH ROAD, THE FOLLOWING TWO COURSES AND DISTANCES:

1. NORTH 11 DEGREES 47 MINUTES 00 SECONDS EAST 380.99 FEET;
2. NORTH 15 DEGREES 17 MINUTES 30 SECONDS EAST 429.96 FEET TO THE CORNER, THE POINT OR PLACE OF BEGINNING.

OVERALL DESCRIPTION:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT OCEANSIDE IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

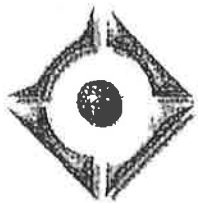
BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF WINDSOR PARKWAY WITH THE EASTERLY SIDE OF LONG BEACH ROAD;

RUNNING THENCE SOUTH 65 DEGREES 33 MINUTES 51 SECONDS EAST, ALONG THE SOUTHERLY SIDE OF WINDSOR PARKWAY, 192.60 FEET;

THENCE THE FOLLOWING FOUR COURSES AND DISTANCES:

1. SOUTH 13 DEGREES 53 MINUTES 00 SECONDS WEST, 59.57 FEET;
2. SOUTH 76 DEGREES 07 MINUTES 00 SECONDS EAST, 50.98 FEET;
3. SOUTH 10 DEGREES 03 MINUTES 00 SECONDS WEST, 491.07 FEET;
4. SOUTH 79 DEGREES 57 MINUTES 00 SECONDS EAST, 100.00 FEET TO THE WESTERLY SIDE OF FOURTH (CHARLES ST.);

THENCE SOUTH 10 DEGREES 03 MINUTES 00 SECONDS WEST, ALONG THE WESTERLY SIDE OF SAID FOURTH (CHARLES STREET) STREET, 360.00 FEET;



CONTROL POINT ASSOCIATES, INC.

traditional methods | modern approaches

35 Technology Drive
Warren, NJ 07059
Tel. 908.668.0099
Fax. 908.668.9595
www.cpasurvey.com

NOVEMBER 1, 2013

C04307.01

DEC SITE NAME: OCEANSIDE PLAZA

DEC SITE #C130158

SCHEDULE A DESCRIPTION OF ENVIRONMENTAL EASEMENT

PARCEL 1 (LOTS 18 TO 20, 41, 42 & 107):

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT OCEANSIDE (UNINCORPORATED AREA) TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF LONG BEACH ROAD DISTANT 504.53 FEET NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF LONG BEACH ROAD AND THE NORTHERLY SIDE OF CORTLAND AVENUE, WHICH POINT OF BEGINNING IS WHERE THE NORTHERLY SIDE OF LAND NOW OR FORMERLY OF THE BANK OF ROCKVILLE CENTRE TRUST COMPANY INTERSECTS THE SAID SIDE OF LONG BEACH ROAD, AND FROM SAID POINT OF BEGINNING;

RUNNING THENCE NORTH 13 DEGREES 14 MINUTES EAST ALONG THE EASTERLY SIDE OF LONG BEACH ROAD, 230 FEET TO LAND NOW OR FORMERLY OF KRAUSE;

RUNNING THENCE SOUTH 76 DEGREES 46 MINUTES EAST ALONG LAND NOW OR FORMERLY OF KRAUSE AND L. M. SHORE, 284.32 FEET TO LAND AS SHOWN ON MAP OF SUNSHINE TERRACE;

RUNNING THENCE SOUTH 11 DEGREES 30 MINUTES WEST ALONG LAND AS SHOWN ON MAP OF SUNSHINE TERRACE, 430.47 FEET TO THE NORTHERLY LINE OF LOT 15 IN BLOCK S AS SHOWN ON MAP OF MIRAMAR SEC. 2;

RUNNING THENCE NORTH 76 DEGREES 46 MINUTES WEST ALONG THE NORTHERLY SIDE OF LOT 15, BLOCK S AS SHOWN ON MAP OF MIRAMAR SEC. 2, 47.40 FEET TO THE EASTERLY SIDE OF FIFTH STREET;

RUNNING THENCE NORTH 13 DEGREES 14 MINUTES EAST ALONG THE EASTERLY SIDE OF FIFTH STREET, 50.29 FEET;

RUNNING THENCE NORTH 76 DEGREES 46 MINUTES WEST ALONG THE NORTHERLY SIDE OF FIFTH STREET, 50 FEET;

RUNNING THENCE NORTH 13 DEGREES 14 MINUTES EAST, 150 FEET;

RUNNING THENCE NORTH 76 DEGREES 46 MINUTES WEST ALONG THE NORTHERLY LINE OF LAND NOW OR FORMERLY OF BANK OF ROCKVILLE CENTRE TRUST COMPANY, 200 FEET TO THE EASTERLY SIDE OF LONG BEACH ROAD, TO THE POINT OR PLACE OF BEGINNING

PARCEL 2 (LOTS 43 TO 45, 75 TO 92 & 355):

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT OCEANSIDE IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:



BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY SIDE OF LONG BEACH ROAD WITH THE SOUTHERLY SIDE OF WINDSOR PARKWAY;

RUNNING THENCE SOUTH 65 DEGREES 33 MINUTES 51 SECONDS EAST ALONG THE SOUTHERLY SIDE OF WINDSOR PARKWAY 192.60 FEET;

THENCE SOUTH 13 DEGREES 53 MINUTES 00 SECONDS WEST 59.57 FEET;

THENCE SOUTH 76 DEGREES 07 MINUTES 00 SECONDS EAST 50.98 FEET;

THENCE SOUTH 10 DEGREES 03 MINUTES 00 SECONDS WEST 491.07 FEET;

THENCE SOUTH 79 DEGREES 57 MINUTES 00 SECONDS EAST 100 FEET TO THE WESTERLY SIDE OF FOURTH STREET;

THENCE ALONG THE WESTERLY SIDE OF FOURTH STREET, SOUTH 10 DEGREES 03 MINUTES 00 SECONDS WEST 360 FEET;

THENCE NORTH 79 DEGREES 57 MINUTES 00 SECONDS WEST 100 FEET;

THENCE NORTH 10 DEGREES 03 MINUTES 00 SECONDS EAST 144.19 FEET;

THENCE NORTH 78 DEGREES 13 MINUTES 00 SECONDS WEST 284.38 FEET TO THE EASTERLY SIDE OF LONG BEACH ROAD;

THENCE ALONG THE EASTERLY SIDE OF LONG BEACH ROAD, THE FOLLOWING TWO COURSES AND DISTANCES:

1. NORTH 11 DEGREES 47 MINUTES 00 SECONDS EAST 380.99 FEET;
2. NORTH 15 DEGREES 17 MINUTES 30 SECONDS EAST 429.96 FEET TO THE CORNER, THE POINT OR PLACE OF BEGINNING.

OVERALL DESCRIPTION:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT OCEANSIDE IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, AND STATE OF NEW YORK, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF WINDSOR PARKWAY WITH THE EASTERLY SIDE OF LONG BEACH ROAD;

RUNNING THENCE SOUTH 65 DEGREES 33 MINUTES 51 SECONDS EAST, ALONG THE SOUTHERLY SIDE OF WINDSOR PARKWAY, 192.60 FEET;

THENCE THE FOLLOWING FOUR COURSES AND DISTANCES:

1. SOUTH 13 DEGREES 53 MINUTES 00 SECONDS WEST, 59.57 FEET;
2. SOUTH 76 DEGREES 07 MINUTES 00 SECONDS EAST, 50.98 FEET;
3. SOUTH 10 DEGREES 03 MINUTES 00 SECONDS WEST, 491.07 FEET;
4. SOUTH 79 DEGREES 57 MINUTES 00 SECONDS EAST, 100.00 FEET TO THE WESTERLY SIDE OF FOURTH (CHARLES ST.);

THENCE SOUTH 10 DEGREES 03 MINUTES 00 SECONDS WEST, ALONG THE WESTERLY SIDE OF SAID FOURTH (CHARLES STREET) STREET, 360.00 FEET;



THENCE THE FOLLOWING THREE COURSES AND DISTANCES:

1. NORTH 79 DEGREES 57 MINUTES 00 SECONDS WEST, 100.00 FEET;
2. SOUTH 10 DEGREES 03 MINUTES 00 SECONDS WEST, 286.30 FEET;
3. NORTH 78 DEGREES 10 MINUTES 00 SECONDS WEST, 47.40 FEET TO THE EASTERLY SIDE OF FIFTH STREET;

THENCE NORTH 11 DEGREES 47 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY SIDE OF FIFTH ST., 50.29 FEET;

THENCE THE FOLLOWING THREE COURSES AND DISTANCES:

1. NORTH 73 DEGREES 13 MINUTES 00 SECONDS WEST, 50.00 FEET;
2. NORTH 11 DEGREES 47 MINUTES 00 SECONDS EAST, 150.00 FEET;
3. NORTH 78 DEGREES 10 MINUTES 00 SECONDS WEST, 200.00 FEET TO THE EASTERLY SIDE OF LONG BEACH ROAD;

THENCE ALONG THE EASTERLY SIDE OF LONG BEACH ROAD, THE FOLLOWING TWO COURSES AND DISTANCES:

1. NORTH 11 DEGREES 47 MINUTES 00 SECONDS EAST, 610.99 FEET;
2. NORTH 15 DEGREES 17 MINUTES 30 SECONDS EAST, 429.96 FEET TO THE CORNER AT THE POINT OR PLACE OF BEGINNING.


BEING THE PREMISES CONVEYED TO OCEANSIDE PLAZA ASSOCIATES AND LBRO REALTY CORP., BY DEEDS DATED MARCH 3, 1976 IN LIBER 8920, PG. 127 AND LIBER 8920, PG. 135 AND A DEED MODIFICATION AGREEMENT DATED DECEMBER 9, 2004 RECORDED ON DECEMBER 29, 2004 IN LIBER D 11893 PAGES 377 TO 384 IN THE NASSAU COUNTY CLERK'S OFFICE

THIS DESCRIPTION IS WRITTEN WITH REFERENCE TO A TITLE REPORT PREPARED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, TITLE NO. NY110527, WITH AN EFFECTIVE DATE OF APRIL 1, 2013.

THIS DESCRIPTION IS ALSO WRITTEN WITH REFERENCE TO A MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, OCEANSIDE PLAZA ASSOCIATES, 3131-3221 LONG BEACH ROAD, LOTS 18-20, 41-45, 75-92, 107 & 355, BLOCK 368, SECTION 43, TOWN OF HEMPSTEAD, NASSAU COUNTY, STATE OF NEW YORK," PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED NOVEMBER 16, 2004, LAST REVISED OCTOBER 31, 2013 AS REVISION #8.



CONTROL POINT ASSOCIATES, INC.

 11/1/2013
JOHN P. LYNCH DATE
STATE OF NEW YORK
PROFESSIONAL LAND SURVEYOR #50720

JPL/la P:\surveys\2004\C04307\C04307.01\M&B\M&B - PARCEL 1 - 11-1-13.doc

Prepared By: _____
Reviewed By: _____

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

}

SS: RE 008686

I, MAUREEN O'CONNELL, County Clerk of the County of Nassau and the Supreme and County Courts, Courts of Record thereof,

DO HEREBY CERTIFY, that I have compared the annexed with the original.

EASEMENT Bk-Pg D13020 Pg 809 to 823

Grantor: OCEANSIDE PLAZA ASSOCIATES LLC Grantee: NYS DEPT OF ENVIRONMENTAL

FILED AND RECORDED in my office 12/03/2013

and that the same is a true transcript thereof and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said County at Mineola, N.Y. this 3rd day of December, 2013.


Maureen O'Connell
County Clerk