

OCEANSIDE PLAZA
NASSAU, NEW YORK

Final Engineering Report

NYSDEC Site Number: C130158

Prepared for:
Oceanside Plaza Associates, LLC
151 Irving Place
Woodmere, New York 11598

Prepared by:		
Reliance Environmental, Inc.		Remedial Engineering, P.C.
130 East Chestnut Street	and	209 Shafter Street
Lancaster, PA 17602		Islandia, NY 11749
(888) 735-2008		(631) 232-2600

DECEMBER 2013

CERTIFICATIONS

I, Charles J. McGuckin, am currently a registered professional engineer licensed by the State of New York, I had primary direct responsibility for implementation of the remedial program activities, and I certify that the Remedial Design was implemented and that all construction activities were completed in substantial conformance with the Department-approved Remedial Design.

1. I certify that the data submitted to the Department with this Final Engineering Report demonstrates that the remediation requirements set forth in the Remedial Design and in all applicable statutes and regulations have been or will be achieved in accordance with the time frames, if any, established in for the remedy.
2. I certify that all use restrictions, Institutional Controls, Engineering Controls, and/or any operation and maintenance requirements applicable to the Site are contained in an environmental easement created and recorded pursuant ECL 71-3605 and that all affected local governments, as defined in ECL 71-3603, have been notified that such easement has been recorded.
3. I certify that a Site Management Plan has been submitted for the continual and proper operation, maintenance, and monitoring of all Engineering Controls employed at the Site, including the proper maintenance of all remaining monitoring wells, and that such plan has been approved by Department.

I certify that all information and statements in this certification form are true. I understand that a false statement made herein is punishable as a Class "A" misdemeanor, pursuant to Section 210.45 of the Penal Law. I, Charles J. McGuckin, of Remedial Engineering, P.C., Islandia, New York, am certifying as Owner's Designated Site Representative for the site.

Charles McGuckin
NYS Professional Engineer #069509

12/19/13
Date

Charles McGuckin
Signature

PE Stamp:



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LIST OF ACRONYMS

<u>Acronym</u>	<u>Definition</u>
AA.....	Alternative Analysis
BCA.....	Brownfield Cleanup Agreement
CAMP.....	Community Air Monitoring Plan
EWP.....	Excavation Work Plan
FER.....	Final Engineering Report
HASP.....	Health and Safety Plan
Ics/ECs.....	Institutional Controls/Engineering Controls
IRM.....	Interim Remedial Measure
NYSDEC.....	New York State Department of Environmental Conservation
NYSDOH.....	New York State Department of Health
PCE.....	Tetrachloroethene
RAO.....	Remedial Action Objectives
RI.....	Remedial Investigation
SCO.....	Soil Cleanup Objectives
SMP.....	Site Management Plan
SSDS.....	Sub-Slab Depressurization System

DISCLOSURE STATEMENT

All professional engineering services rendered in preparation of this document have been performed for Reliance Environmental, Inc. and Roux Associates, Inc. by Remedial Engineering, P.C., a professional corporation qualified to perform such services in the State of New York.

1.0 BACKGROUND AND SITE DESCRIPTION

Oceanside Plaza Associates, LLC entered into a Brownfield Cleanup Agreement (BCA) with the New York State Department of Environmental Conservation (NYSDEC) in February 2006, to investigate and remediate a 7.45-acre property located in the Town of Hempstead, Nassau County, Oceanside, New York. The property was remediated to Unrestricted Use, and is currently being used for commercial/retail purposes.

The site is located in the County of Nassau, New York and is identified as Block 386 and Lots 18, 19, 20, 41 thru 45, 75 thru 92, 107 and 355 on the Official Land and Tax Map of Nassau County, New York. The site is situated on an approximately 7.45-acre parcel bounded by Windsor Parkway to the north, commercial and residential properties to the south, 4th Street and residential properties to the east, and Long Beach Road to the west (see Figure 1). The boundaries of the site are fully described in Appendix A: Survey Map, Metes and Bounds.

An electronic copy of this Final Engineering Report (FER) with all supporting documentation is included as Appendix B.

2.0 SUMMARY OF SITE REMEDY

2.1 Remedial Action Objectives

Based on the results of the Remedial Investigation, the following Remedial Action Objectives (RAOs) were identified for this site.

2.1.1 Groundwater RAOs

RAOs for Public Health Protection

- Prevent ingestion of groundwater containing contaminant levels exceeding drinking water standards.
- Prevent contact with, or inhalation of, volatiles emanating from contaminated groundwater.

RAOs for Environmental Protection

- Restore ground water aquifer pre-disposal/pre-release conditions, to the extent practicable.

Ground Water Cleanup Objectives

- Ground Water Quality Standards (Chapter X, Part 703, §703.5, Table 1).

2.1.2 Soil RAOs

RAOs for Public Health Protection

- Prevent inhalation of, or exposure to, contaminants volatilizing from contaminated soil.

RAOs for Environmental Protection

- Prevent migration of contaminants that would result in groundwater or surface water contamination.

Soil Cleanup Objectives

- Track 1 - Unrestricted Use Soil Cleanup Objectives (Chapter 4, Subpart 375-6, Table 375-6.8(a)).

2.2 Description of Selected Remedy

The site was remediated in accordance with the remedy selected by the NYSDEC in the Revised Interim Remedial Measure (IRM) Workplan (September 10, 2008) and the Decision Document (June 2013).

During the course of the investigation certain actions, known as interim remedial measures (IRMs), were undertaken at the above referenced site. An IRM is conducted at a site when a source of contamination or exposure pathway can be effectively addressed before completion of the remedial investigation (RI) or alternatives analysis (AA). The IRMs undertaken at this site are discussed in the Site Management Plan and Remedial Investigation Report. Based on the implementation of the IRMs, the findings of the investigation of this site indicate that the site no longer poses a threat to human health or the environment; therefore, No Further Action is the selected remedy. The remedy may include continued operation of a remedial system if one was installed during the IRM and the implementation of any prescribed institutional controls/engineering controls (ICs/ECs) that have been identified as being part of the proposed remedy for the site.

The selected remedy for the site, therefore, is **No Further Action** with continued short-term operation of the sub-slab depressurization system (SSDS; ≤ 5 years), continued associated monitoring of indoor air quality with the following institutional controls and continued site management. The factors considered during the selection of the remedy are those listed in 6NYCRR 375-1.8. The following are the components of the selected remedy:

1. Institutional Controls

A series of Institutional Controls is required by the Decision Document to prevent future exposure to remaining contamination by controlling disturbances of the subsurface contamination (groundwater, soil). Adherence to these Institutional Controls on the Site is required by the Environmental Easement and will be implemented under the Site Management Plan (SMP).

These Institutional Controls are:

- Compliance with the Environmental Easement and the SMP by the Grantor and the Grantor's successors and assigns;
- Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in this SMP.
- Institutional Controls identified in the Environmental Easement may not be discontinued without an amendment to or extinguishment of the Environmental Easement.

As required by the Environmental Easement, Site restrictions that apply to the Controlled Property are:

- The property may be used for restricted residential use provided that the Institutional Controls included in this SMP are employed.
- The use of the groundwater underlying the property is prohibited without testing and/or treatment rendering it safe for intended use;
- The Site owner or remedial party will submit to NYSDEC a written statement that certifies, under penalty of perjury, that: (1) controls employed at the Controlled Property are unchanged from the previous certification or that any changes to the controls were approved by the NYSDEC; and, (2) nothing has occurred that impairs the ability of the controls to protect public health and environment or that constitute a violation or failure to comply with the SMP. NYSDEC retains the right to access such Controlled Property at any time in order to evaluate the continued maintenance of any and all controls. This certification shall be submitted annually, or an alternate period of time that NYSDEC may allow and will be made by an expert that the NYSDEC finds acceptable.

2. Short Term Engineering Control - Sub-Slab Depressurization System

An active sub-slab depressurization system (SSDS) has been installed at the former Jef El dry cleaner (currently Sunshine Cleaners/Retail Space 13). Procedures for monitoring the system are included in the Monitoring Plan (Section 3 of the SMP). Generally, remedial processes are considered completed when effectiveness monitoring indicates that the remedy has achieved the remedial action objectives identified by the decision document. The framework for determining when remedial processes are complete is provided in Section 6.6 of NYSDEC DER-10.

The active SSDS will not be discontinued unless prior written approval is granted by the NYSDEC. In the event that monitoring data indicates that the SSDS is no longer required, a proposal to discontinue the system will be submitted by the property owner to the NYSDEC and New York State Department of Health (NYSDOH). It is expected that the SSDS will be discontinued within 5 years (short-term engineering control).

3. Soil Vapor Intrusion Evaluation

Until the SSDS can be discontinued, prior to the construction of any enclosed structures located over areas that contain remaining contamination and/or the potential for soil vapor intrusion (SVI) has been identified (see Figure 10 of the SMP), an SVI evaluation will be performed to determine whether any mitigation measures are necessary to eliminate potential exposure to vapors in the proposed structure. Alternatively, an SVI mitigation system may be installed as an element of the building foundation without first conducting an investigation. This mitigation system will include a vapor barrier and passive sub-slab depressurization system that is capable of being converted to an active system.

4. Excavation Work Plan

The Site has been remediated and satisfies the requirements for the issuance of a Conditional Track 1 Certificate of Completion. Any future intrusive work that encounters contamination (e.g. groundwater, soil) will be performed in compliance with the Excavation Work Plan (EWP) that is attached as Appendix B to the SMP. Any work conducted pursuant to the EWP must also be conducted in accordance with the procedures defined in a Health and Safety Plan (HASP) and Community Air Monitoring Plan (CAMP) prepared for the Site. Based on future changes to State and federal health and safety requirements, and specific methods employed by future contractors, the HASP and CAMP will be updated and re-submitted with the notification provided in Section B-1 of the EWP. Any intrusive construction work will be performed in compliance with the EWP, HASP and CAMP, and will be included in the periodic inspection and certification reports submitted under the Site Management Reporting Plan (Section 5 of the SMP).

The Site owner and associated parties preparing the remedial documents submitted to the State, and parties performing this work, are completely responsible for the safe performance of all intrusive work, the structural integrity of excavations, proper disposal of excavation de-water, control of runoff from open excavations into remaining contamination, and for structures that may be affected by excavations (such as building foundations and bridge footings). The Site owner will ensure that Site development activities will not interfere with, or otherwise impair or compromise, any short-term engineering controls described in the SMP.

3.0 INTERIM REMEDIAL MEASURES, OPERABLE UNITS AND REMEDIAL CONTRACTS

An IRM is conducted at a site when a source of contamination or exposure pathway can be effectively addressed before completion of the remedial investigation or alternative analysis. The IRMs undertaken at this site included the following:

1. Exterior Source Area Soil Excavation

In July 2009, a contaminant source area located just outside the former Jef-EI Dry Cleaners (Figure 2) was excavated under an approved IRM work plan dated September 10, 2008. The source area was discovered during soil gas sampling in an unpaved area outside the rear of the building. The excavation was complicated by the presence of an electrical service cable and a concrete drain pipe which runs beneath the area and also by the shallow water table. When the excavation was completed, seven soil samples were collected from the base and sidewalls of the excavation and submitted for laboratory analysis for volatile organic compounds. The excavated area was approximately 6 feet wide by 10 feet long and extended to a maximum depth of 51 inches. A total of 18.41 tons of tetrachloroethene (PCE) contaminated soil was excavated and disposed of off-site at a permitted disposal facility. The area was backfilled with virgin sand material supplied by Stony Creek Services LLC.

Of the seven post excavation confirmatory soil samples collected from the base and sidewalls of the excavation, four samples exceeded the PCE Unrestricted Use and Protection of Groundwater SCO of 1.3 ppm. PCE levels were in the range of 1.1 ppm to 5.7 ppm.

Through the implementation of a second IRM in 2009 (see below), PCE levels in the former source area are now below the Unrestricted Use SCO. The IRM activities are memorialized in a Construction Completion Report dated January 28, 2010.

2. Soil Vapor Extraction System

In July 2009, an SSDS was constructed utilizing the perforated plastic piping installed under the slab of the former Jef-EI Dry Cleaners during the October 2005 soil excavation activities. The SSDS was constructed in accordance with an approved IRM work plan dated September 18, 2008.

After construction of the system, performance monitoring was conducted in September and October of 2009. Indoor air sampling data demonstrated that the system was reducing impacts to indoor air. Since the system has been in operation, indoor air concentrations of PCE have been generally consistent with background concentrations.

Based on the implementation of the IRMs, the findings of the investigation of this Site indicate that the Site no longer poses a threat to human health or the environment. The IRMs conducted at the site attained the remediation objectives identified for this Site, for the protection of public health and the environment. As such, No Further Action was the remedy proposed by within the Decision Document. The No Further Action remedy included continued the short-term operation of the SSDS and the implementation of an environmental easement. Therefore, no additional remedial actions were performed beyond those associated with the IRM. These activities are described in further detail in Section 4.0, herein.

4.0 DESCRIPTION OF REMEDIAL ACTIONS PERFORMED

Remedial activities completed at the Site were limited to the IRMs described in Section 3 of this report and conducted in accordance with the NYSDEC-approved Revised Interim Remedial Action Workplan (September 10, 2008) and the Decision Document (June 2013) for the Oceanside Plaza Site. As such, no Remedial Design or Remedial Action Work Plan was required for the site. A complete description of the IRMs is presented in the Construction Completion Reports:

1. Contaminated Soil Excavation (January 28, 2010)
Reliance Environmental, Inc.
2. Active Sub Slab Vent System (January 25, 2010)
Remedial Engineering, P.C., and Roux Associates, Inc.

4.1 Contamination Remaining at the Site

SOIL - Based upon data and information documented in the previous reports which included confirmatory laboratory analysis, no actionable soil contamination is known to remain at the site.

GROUNDWATER - As a result of the completed interim remedial actions which removed and mitigated the source of groundwater impact, dissolved phase contaminant concentrations within the plume have reached either non-detect (source area) or asymptotic (down-gradient) conditions. Groundwater exists at the site typically at a depth of approximately 7 feet. The remaining plume of dissolved phase contamination has been estimated to occupy an area of approximately 355 square yards, as identified on Figure 3.

4.2 Soil Cover or Cap System

There is no Soil Cover or Cap Systems planned for the Site.

4.3 Short Term Engineering Control

The Site remedy relies on short term engineering controls to reduce residual contamination and mitigate impacts to indoor quality. As provided in the Decision Document, a short term (i.e. < 5 years) sub-slab depressurization system has been employed at the Site. Procedures for monitoring, operating and maintaining the sub-slab depressurization system are provided in the Operation and Maintenance Plan in Section 4 of the SMP.

4.3.1 Sub-Slab Depressurization System

An active SSDS has been installed at the former Jef-EI Dry Cleaners (currently Sunshine Cleaners/Retail Space 13) by converting an existing 2-inch diameter screened sub-slab piping (installed following the interior excavation activities) to an active system. The 2-inch screened pipe is approximately 10 feet long. A 4.0-Hp regenerative blower was connected to the existing sub-slab piping via 4-inch diameter Schedule 40 PVC piping as shown on Figure 4. The blower is rated for 200 cubic feet per minute and 90 inches of water vacuum. The blower was installed on the roof of the dry cleaning facility and is housed in a weather tight enclosure. The weather tight enclosure has a ventilation fan and thermostat. A knock-out tank was also installed at the inlet to the blower to prevent water from being drawn into the blower. The knock-out tank has a high level switch to shut down the blower if the knock-out tank fills with water. A

dilution valve has been installed at the inlet to the blower to control the vacuum and flow rate. Vacuum gauges have been installed at the knock out tank and the inlet to the blower. A pressure gauge was installed on the discharge of the blower. The discharge from the blower was connected to a vapor phase carbon (VPGAC) drum and away from any roof air intakes.

Procedures for monitoring the system are included in the Monitoring Plan (Section 3 of the SMP). The Monitoring Plan also addresses severe condition inspections in the event that a severe condition, which may affect controls at the site, occurs. Procedures for operating and maintaining the sub-slab depressurization system are included in the Operation and Maintenance Plan (Section 4 of the SMP).

4.3.2 Criteria for Completion of Remediation/Termination of Remedial Systems

Generally, remedial processes are considered completed when effectiveness monitoring indicates that the remedy has achieved the remedial action objectives identified by the decision document. The framework for determining when remedial processes are complete is provided in Section 6.6 of NYSDEC DER-10.

The active SSDS will not be discontinued unless prior written approval is granted by the NYSDEC. In the event that monitoring data indicates that the SSDS is no longer required, a proposal to discontinue the system will be submitted by the property owner to the NYSDEC and NYSDOH. It is expected that the SSDS will be discontinued within 5 years (short-term engineering control).

4.4 Institutional Controls

The site remedy requires that an environmental easement be placed on the property to prevent future exposure to remaining contamination (groundwater) by controlling disturbances of the subsurface contamination.

The environmental easement for the site was executed by the Department on November 12, 2013, and filed with the Nassau County Clerk on December 3, 2013. The County Recording Identifier number for this filing is 1671. A copy of the easement and proof of filing is provided in Appendix C.

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| Appendix B | Digital Copy of the FER (CD) |
| Appendix C | Environmental Easement |

FIGURES



RELIANCE ENVIRONMENTAL, INC.

130 E. Chestnut Street, Lancaster, PA 17602
(717) 735-9508/phone (717) 735-9509/fax

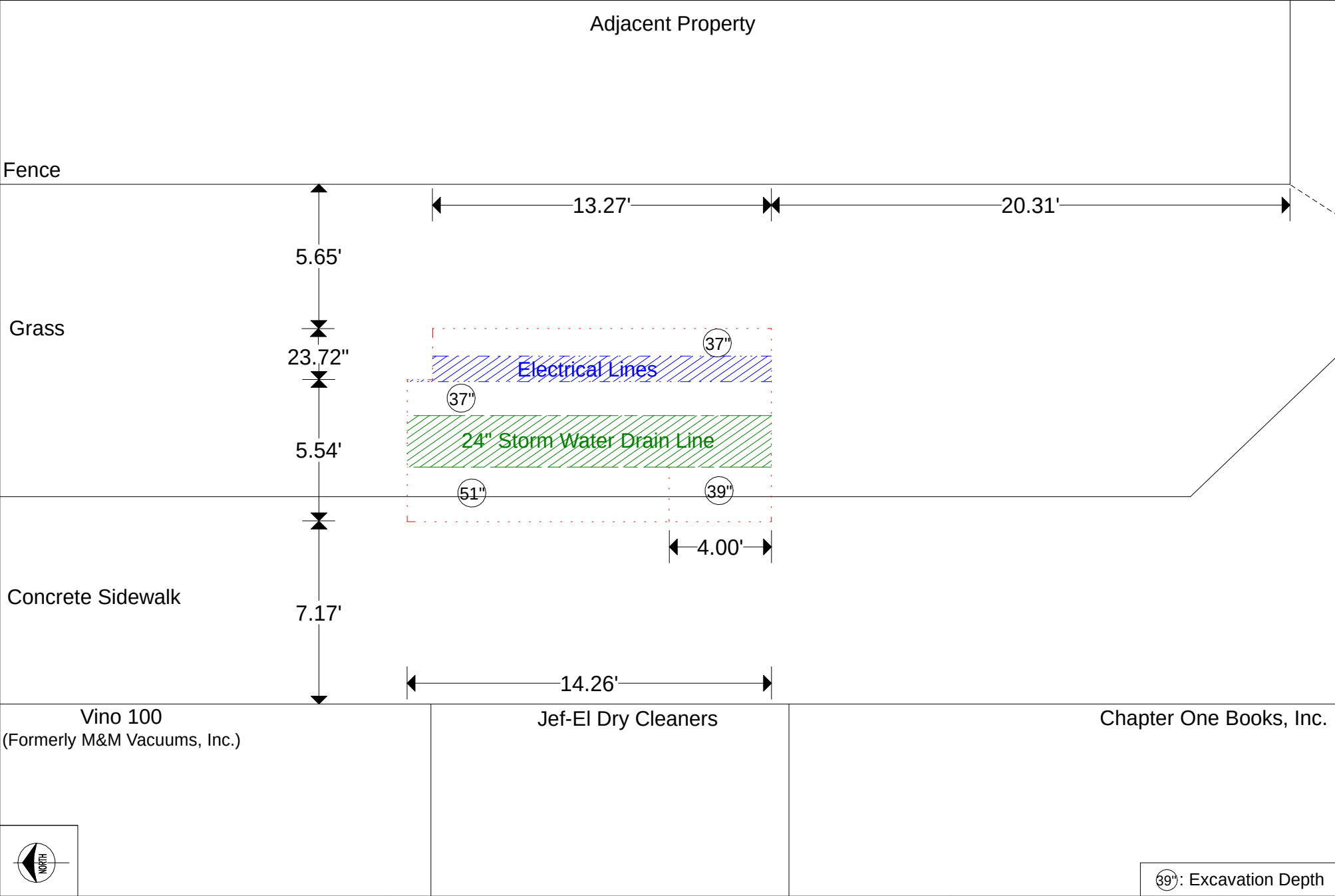
**Figure 1:
Project Site Map**

Oceanside Plaza

3131-3221 Long Beach Road

Town of Hempstead, Nassau County, NY

Not to Scale



39": Excavation Depth

RELIANCE ENVIRONMENTAL, INC.

130 E. Chestnut Street, Lancaster, PA 17602
(717) 735-9508/phone (717) 735-9509/fax

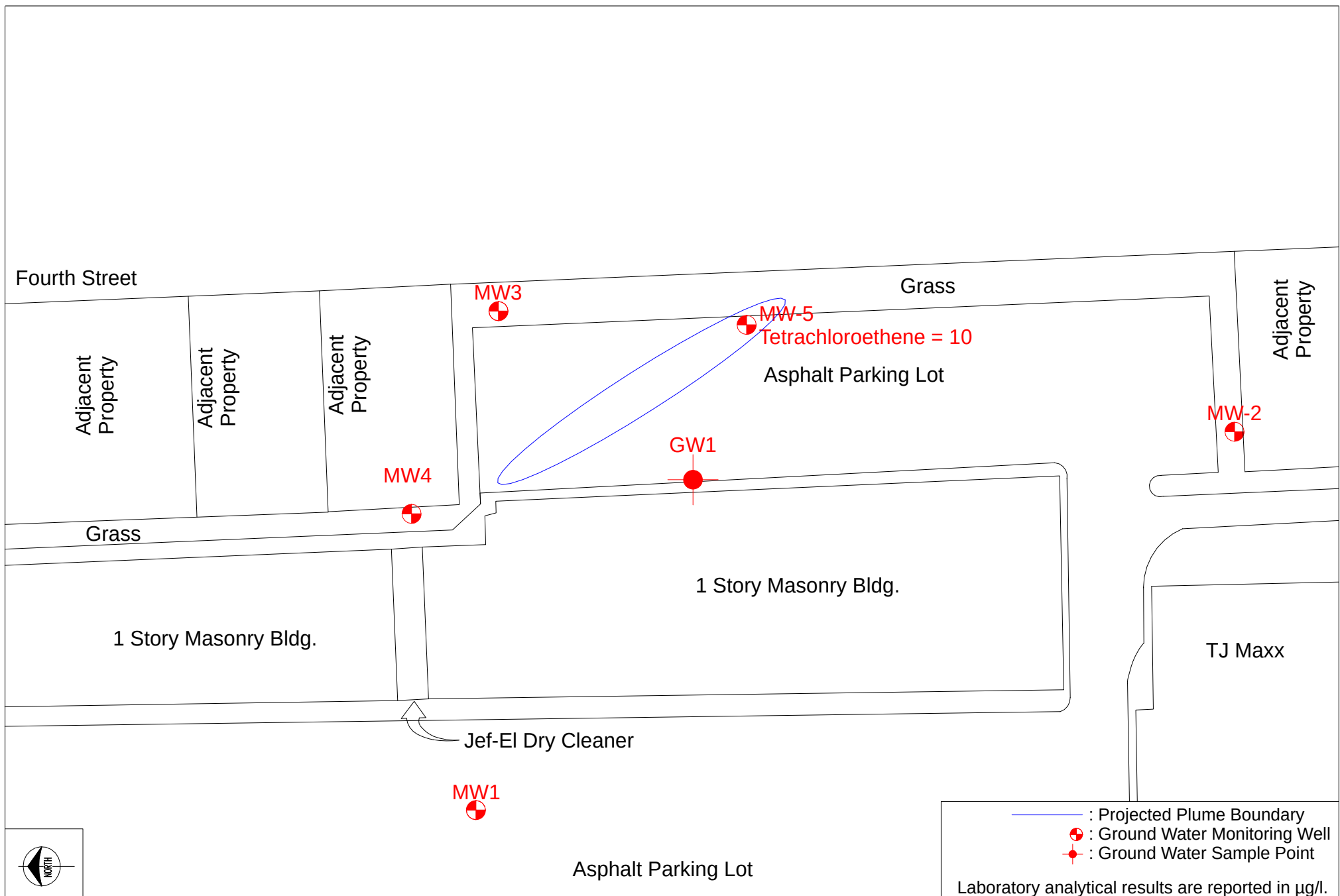
**Figure 2:
Remedial Excavation Schematic**

Oceanside Plaza

3131-3221 Long Beach Road

Town of Hempstead, Nassau County, NY

Scale: 1" = 5'



RELIANCE ENVIRONMENTAL, INC.

130 E. Chestnut Street, Lancaster, PA 17602
(717) 735-9508/phone (717) 735-9509/fax

**Figure 3:
Ground Water Plume Schematic
(October 18, 2012)**

Oceanside Plaza

3131-3221 Long Beach Road

Town of Hempstead, Nassau County, NY

Scale: 1" ~ 60'

Property Boundary

Adjacent Properties



Grass

Concrete Sidewalk

Retail Space 14

Wash Room

Boiler Room

10.5' of 2" Diameter PVC Screen

4" Diameter PVC Connection

2" Diameter PVC Riser

Former Jef-Ei Dry Cleaners
Retail Space 13

Machine Room

Retail Space 12

Concrete Sidewalk

RELIANCE ENVIRONMENTAL, INC.

130 E. Chestnut Street, Lancaster, PA 17602
(717) 735-9508/phone (717) 735-9509/fax

**Figure 4:
Sub Slab Depressurization System Schematic**

Oceanside Plaza

3131-3221 Long Beach Road

Town of Hempstead, Nassau County, NY

Scale: 1" ~ 10'

APPENDIX A
SURVEY MAP, METES AND BOUNDS

METES AND BOUNDS DESCRIPTION

LOTS 18-20, 41-45, 75-92, 107 & 355, BLOCK 368, SECTION 43

TOWN OF HEMPSTEAD

NASSAU COUNTY, STATE OF NEW YORK

ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF HEMPSTEAD, COUNTY OF NASSAU, STATE OF NEW YORK, BEING PARTIALLY KNOWN AND DESIGNATED AS LOTS 27-44 IN BLOCK 368 ON A CERTAIN MAP ENTITLED, "MAP OF SUNSHINE TERRACE, SITUATED AT OCEANSIDE, NEW YORK, OWNED BY CHAS. F. BEHR, MARBRIDGE BUILDING, BROADWAY AND 34TH STREET, NEW YORK CITY," PREPARED BY SMITH AND MALCOLMSON, INC., DATED JANUARY 1925, FILED IN THE NASSAU COUNTY CLERK'S OFFICE ON MAY 12, 1925 AS MAP NO. 560, ALSO BEING PARTIALLY KNOWN AS LOTS 15-17 IN BLOCK R AND LOT 16 IN BLOCK S ON A CERTAIN MAP ENTITLED, "MAP OF MIRAMAR, SECTION 2, SITUATED AT OCEANSIDE, LONG ISLAND, PROPERTY OF CASTON, INC.," PREPARED BY SMITH AND MALCOMSON, INC., DATED JANUARY 1926, FILED IN THE NASSAU COUNTY CLERK'S OFFICE ON JANUARY 30, 1926 AS MAP NO. 590. BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF WINDSOR PARKWAY (A.K.A. ANCHOR AVENUE, A.K.A. WATSON AVENUE, A.K.A. DRAPER AVENUE, VARIABLE WIDTH) WHERE THE SAME IS INTERSECTED BY THE EASTERLY LINE OF LONG BEACH ROAD (VARIABLE WIDTH) AND FROM SAID POINT OF BEGINNING RUNNING THENCE:

1. ALONG SAID LINE OF WINDSOR PARKWAY, SOUTH 64 DEGREES - 06 MINUTES - 51 SECONDS EAST, A DISTANCE OF 192.60 FEET TO A POINT, THENCE:
2. ALONG THE DIVIDING LINE BETWEEN LOT 355 AND LOT 356, BLOCK 368, SOUTH 15 DEGREES - 20 MINUTES - 00 SECONDS WEST, A DISTANCE OF 59.57 FEET TO A POINT, THENCE:
3. ALONG THE DIVIDING LINE BETWEEN LOT 45 AND LOT 356, BLOCK 368, SOUTH 74 DEGREES - 40 MINUTES - 00 SECONDS EAST, A DISTANCE OF 50.98 FEET TO A POINT, THENCE:
4. ALONG THE DIVIDING LINE BETWEEN LOTS 45 & 44 AND LOTS 357, 251, 54-57, 148, 147 & 63-74, BLOCK 368, SOUTH 11 DEGREES - 30 MINUTES - 00 SECONDS WEST, A DISTANCE OF 491.07 FEET TO A POINT, THENCE;
5. ALONG THE DIVIDING LINE BETWEEN LOT 75 AND LOT 74, BLOCK 368, SOUTH 78 DEGREES - 30 MINUTES - 00 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT ON THE WESTERLY LINE OF FOURTH STREET (A.K.A. CHARLES STREET, 50 FEET WIDE), THENCE:
6. ALONG SAID LINE OF CHARLES STREET, SOUTH 11 DEGREES - 30 MINUTES - 00 SECONDS WEST, A DISTANCE OF 360.00 FEET TO A POINT, THENCE:
7. ALONG THE DIVIDING LINE BETWEEN LOT 92 AND LOT 93, BLOCK 368, NORTH 78 DEGREES - 30 MINUTES - 00 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT, THENCE:
8. ALONG THE DIVIDING LINE BETWEEN LOTS 41, 20 & 107 AND LOTS 93-106, BLOCK 368, SOUTH 11 DEGREES - 30 MINUTES - 00 SECONDS WEST, A DISTANCE OF 286.30 FEET TO A POINT, THENCE:

9. ALONG THE DIVIDING LINE BETWEEN LOT 107 AND LOT 138, BLOCK 368, NORTH 76 DEGREES – 46 MINUTES - 00 SECONDS WEST, A DISTANCE OF 47.40 FEET TO A POINT ON THE EASTERLY LINE OF FIFTH STREET (50 FEET WIDE), THENCE;
10. ALONG SAID LINE OF FIFTH STREET, NORTH 13 DEGREES - 14 MINUTES - 00 SECONDS EAST, A DISTANCE OF 50.29 FEET TO A POINT, THENCE;
11. ALONG THE NORTHERLY TERMINUS OF FIFTH STREET AND THE SOUTHERLY LINE OF LOTS 20, 19 AND 18, BLOCK 368, NORTH 76 DEGREES - 46 MINUTES - 00 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT, THENCE:
12. ALONG THE DIVIDING LINE BETWEEN LOTS 18 & 41 AND LOTS 139, 145 & 40, BLOCK 368, NORTH 13 DEGREES - 14 MINUTES - 00 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A POINT, THENCE;
13. ALONG THE DIVIDING LINE BETWEEN LOT 41 AND LOT 40, BLOCK 368, NORTH 76 DEGREES – 46 MINUTES - 00 SECONDS WEST, A DISTANCE OF 200.00 FEET TO A POINT ON THE AFOREMENTIONED LINE OF LONG BEACH ROAD. THENCE:
14. ALONG SAID LINE OF LONG BEACH ROAD. NORTH 13 DEGREES - 14 MINUTES - 00 SECONDS EAST, A DISTANCE OF 610.99 FEET TO AN ANGLE POINT IN SAME, THENCE;
15. STILL ALONG SAID LINE OF LONG BEACH ROAD, NORTH 16 DEGREES - 44 MINUTES – 30 SECONDS EAST, A DISTANCE OF 429.96 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 324,532 SQUARE FEET OR 7.450 ACRES.

THIS DESCRIPTION IS WRITTEN WITH REFERENCE TO A TITLE REPORT PREPARED BY LAWYER'S TITLE INSURANCE CORPORATION, TITLE NO. LT040293, WITH AN EFFECTIVE DATE OF JUNE 1, 2004.

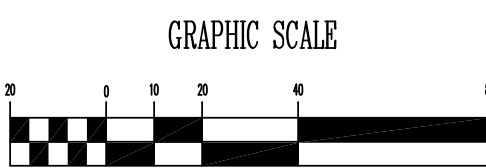
THENCE NORTH 10 DEGREES 03 MINUTES 00 SECONDS EAST 144.19 FEET

2. NORTH 15 DEGREES 17 MINUTES 50 SECONDS EAST, 429.96 FEET TO THE CORNER AT THE POINT OR PLACE OF BEGINNING

PATH OF LEGAL ACCESS FOR

5. THE OFFICIAL ZONING MAP OF THE TOWN OF HEMPSTEAD, NASSAU COUNTY, STATE OF NEW YORK.

N. P. LYNCH PROFESSIONAL LAND SURVEYOR #50720	DATE	APPROVED: J.P.L.	DATE
--	------	---------------------	------



LEGEND			
X 11.25	EXISTING SPOT ELEVATION	⚡	SIAMESE CONNECTION
	HYDRANT		PAY PHONE
	WATER VALVE	X	CROSS CUT FOUND
	GAS VALVE	○	DRILL HOLE FOUND
— OH	OVERHEAD WIRES		AREA LIGHT
	UTILITY POLE		GAS METER
	UTILITY POLE / LIGHT POLE	●	MANHOLE GRATE
	TRAFFIC SIGNAL	FM #44	DENOTES FILED MAP LOT NUMBER
	MONITORING WELL		DENOTES PARKING SPACE COUNT
	SIGN		PAINTED TRAFFIC ARROW
•	D.O.T. COVER		PARCEL 1 BEARING SYMBOL
•	BOLLARD		
	HANDICAP PARKING SPACE		

APPENDIX B
DIGITAL COPY OF THE FER (CD)

APPENDIX C
ENVIRONMENTAL EASEMENT



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	

	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

MAH
MAB SERVICES
ONEIO 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.

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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

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

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

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

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

Grantor: Oceanside Plaza Associates, LLC

By: Basser-Kaufman 320, LLC [Member]

By: Basser-Kaufman of Oceanside, LLC [Member]

By:

Print Name: Steven Kaufman

Title: Managing Member Date: _____

Grantor's Acknowledgment

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

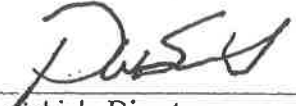
On the 6th day of November in the year 2013, before me, the undersigned, personally appeared Steven Kaufman personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they 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.

Marie Loefer
Notary Public - State of New York

MARIE-LOUISE UNAPANTA
Notary Public, State of New York
No. 01UN6024076
Qualified in Nassau County
Commission Expires 5/31/15

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,

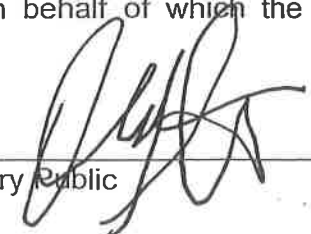
By:


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

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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;

NOVEMBER 1, 2013

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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.

DATE

JOHN P. LYNCH

STATE OF NEW YORK
PROFESSIONAL LAND SURVEYOR

#50720

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Prepared By: _____
Reviewed By: _____

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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

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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;

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CONTROL POINT
ASSOCIATES, INC.
traditional methods | modern approaches

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

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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
STATE OF NEW YORK
PROFESSIONAL LAND SURVEYOR #50720

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Prepared By: _____
Reviewed By: _____

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

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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