

\*\*\*\* Electronically Filed Document \*\*\*\*

Instrument Number: 2024-68143                      Originator    CORPORATION SERVICE COMPANY  
Recorded As:        EX-D06 - DEED AGREEM  
Recorded On:        November 01, 2024  
Recorded At:        12:23:35 pm                      Receipt Number:    3347545  
Number of Pages:    15                                      Processed By:        001 AAR  
Book-VI/Pg:        Bk-D VI-14557 Pg-383  
Total Rec Fee(s):   \$415.00

\*\* Examined and Charged as Follows \*\*

06 - DEED AGREEMENT                      \$ 115.00                      EX-Blocks - Deeds - \$300                      \$ 300.00

	Tax Amount	Consid Amt	RS#/CS#		
Tax-Transfer	\$ 0	\$ 0	RE 6560	Basic	\$ 0.00
HEMPSTEAD				Local NY CITY	\$ 0.00
				Additional MTA	\$ 0.00
				Spec ASST	\$ 0.00
				Spec ADDL SONYMA	\$ 0.00
				Transfer	\$ 0.00

Tax Charge:                      \$ 0

Property Information:

Section	Block	Lot	Unit	Town Name
*****				
34	195	10		HEMPSTEAD
34	195	111		HEMPSTEAD
34	195	116		HEMPSTEAD
34	195	129		HEMPSTEAD
34	195	130		HEMPSTEAD
34	195	131		HEMPSTEAD
34	195	132		HEMPSTEAD
34	195	135		HEMPSTEAD
34	195	138		HEMPSTEAD
34	195	8		HEMPSTEAD
34	195	9		HEMPSTEAD

\*\*\*\*\*THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.



*Maureen O'Connell*  
County Clerk Maureen O'Connell

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

500:  
34  
Block:  
195  
lots: 111,  
8-10, 116,  
129, 130,  
131, 132, 135,  
138

THIS INDENTURE made <sup>AS OF</sup> this 16th day of October, 2024, between Owner(s), Carman Place Housing Development Fund Company, Inc. (the "Grantor Fee Owner") having an office at c/o Community Development Corporation of Long Island, Inc., 2100 Middle Country Road, Centereach, NY, County of Suffolk, Carman Place Apartments, LLC (the "Grantor Beneficial Owner") having an office at c/o Conifer Realty, LLC, 1000 University Ave., Ste 500, Rochester, NY, County of Monroe, State of New York (together with Grantor Fee Owner, collectively, 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 in the City of Hempstead, County of Nassau and State of New York, known and designated by the Nassau County Clerk as:

Tax ID	Address	Deed Date	Recording Inst.
34-195-111	163-169 Main Street	March 30, 2023	2023-26401
34-195-8, 9, 10, 116	173-175 Main Street		
34-195-129	126 Bedell Street		2023-56404
34-195-130	122 Bedell Street		
34-195-131 & 132	155-161 Main Street		2023-26402
34-195-135	Bedell Street		2023-26403
34-195-138	Columbia Street		

The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 2.541 +/- acres, and is hereinafter more fully described in the Land Title Survey dated February 2, 2023, and last revised September 25, 2024, prepared by Frank Galluzzo, 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

**WHEREAS**, Grantor Beneficial Owner, is the owner of the beneficial interest in the Controlled Property being the same as the beneficial interest conveyed to Grantor Beneficial Owner by means of a Declaration of Interest and Nominee Agreement between Grantor Fee Owner and Grantor Beneficial Owner dated as of March 30, 2023 and recorded in the Nassau County Clerk's Office on May 4, 2023, as Instrument No. 2023-26405;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C130250-12-22, 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.

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: C130250  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to: Site Control Section

Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

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

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

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

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


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

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

**Remainder of Page Intentionally Left Blank**

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

Carman Place Housing Development Fund Company, Inc.:

By: 

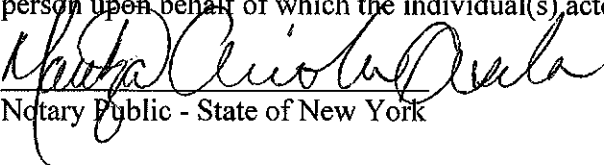
Print Name: Gwen O'Shea

Title: President - COO Date: 9/30/24

**Grantor's Acknowledgment**

STATE OF NEW YORK )  
COUNTY OF Suffolk ) ss:

On the 30<sup>th</sup> day of September in the year 2024, before me, the undersigned, personally appeared Gwen O'Shea, 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

<b>MARITZA ARRIOLA-AVILA</b> Notary Public - State of New York No. 01AR0013611 Qualified in Suffolk County My Commission Expires 09/18/2027
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**IN WITNESS WHEREOF**, Grantor Beneficial Owner has caused this instrument to be signed in its name.

Carman Place Apartments, LLC:

By: Carmen Place managing member, LLC

By: Lise M. Kaseman Conifer Realty, LLC

By: Lise M. Kaseman

Print Name: LISA M. Kaseman

Title: EVP Development & Acquisitions Date: 10/1/24

## 2. Acquisitions

### Grantor's Acknowledgment

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

On the 1<sup>st</sup> day of October, in the year 2024, before me, the undersigned, personally appeared Lisa Kasevan, 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.

person upon behalf of which the in

Christian S Flynn  
Notary Public - State of New York

CHRISTINE S FLYNN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01FL6357511  
Qualified in Monroe County  
My Commission Expires 04-24-2025



**SCHEDULE "A" PROPERTY DESCRIPTION**

**Environmental Easement Area:**

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

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF MAIN STREET WITH THE SOUTHERLY SIDE OF BEDELL STREET;

RUNNING THENCE ALONG THE WESTERLY SIDE OF MAIN STREET, SOUTH 11 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 295.00 FEET TO A POINT;

THENCE SOUTH 78 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 121.04 FEET TO POINT ON THE BOUNDARY LINE ESTABLISHED BY BOUNDARY LINE AGREEMENT MADE BY AND BETWEEN ANNA M. THOMAS, CHARLES L PETTIT AND MARY PETTIT AND RECORDED IN LIBER 961 OF DEEDS, PAGE 74;

THENCE ALONG SAID BOUNDARY LINE, SOUTH 11 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A POINT;

THENCE SOUTH 78 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 75.70 FEET TO A POINT;

THENCE SOUTH 11 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE NORTHERLY SIDE OF WEST COLUMBIA STREET;

THENCE ALONG THE NORTHERLY SIDE OF WEST COLUMBIA STREET, SOUTH 78 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE NORTH 11 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 118.17 FEET TO A POINT;

THENCE SOUTH 78 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 150.00 FEET TO A POINT;

THENCE NORTH 11 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 181.83 FEET TO A POINT;

THENCE NORTH 78 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT;

THENCE NORTH 11 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET TO THE SOUTHERLY SIDE OF BEDELL STREET;

THENCE ALONG THE SOUTHERLY SIDE OF BEDELL STREET, NORTH 78 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 296.77 FEET TO THE CORNER FIRST ABOVE MENTIONED AT THE POINT OR PLACE OF BEGINNING.

**Deed Description: Lot 8**

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

***Parcel A-1***

BEGINNING at a point on the westerly side of Main Street, distant 50 feet southerly from the corner formed by the intersection of the westerly side of Main Street and the southerly side of Bedell Street;

THENCE South 77 degrees 44 minutes 30 seconds West, 196.77 feet;

THENCE South 12 degrees 40 minutes 30 seconds East, 50 feet;

THENCE North 77 degrees 44 minutes 30 seconds East, 196.77 feet to the westerly side of Main Street;

THENCE North 12 degrees 40 minutes West and along the westerly side of Main Street, 50 feet to the point or place of BEGINNING.

Being the same premises conveyed to Lau Investment Group by deed from 173-175 Main Street LLC dated January 4, 2011 and recorded on January 14, 2011 in the Office of the Clerk of the County of Nassau at Liber 12686 of Deeds at page 660.

**Deed Description: Lot 9**

BEGINNING at a point on the westerly side of Main Street, distant 100 feet southerly from the corner formed by the intersection of the westerly side of Main Street with the southerly side of Bedell Street;

RUNNING THENCE westerly at right angles parallel with Bedell Street distance 196.77 feet;

THENCE southerly parallel with Main Street distance 25.33 feet;

THENCE easterly parallel with Bedell Street distance 196.77 feet;

THENCE running northerly along the westerly side of Main Street, 25.33 feet to the point or place of BEGINNING.

**Deed Description: Lot 10**

BEGINNING at a point on the westerly side of Main Street, distance 125.33 feet southerly from the corner formed by the intersection of the westerly side of Main Street with the southerly side of Bedell Street;

RUNNING THENCE westerly at right angles parallel with Bedell Street, distance 196.77 feet;

THENCE southerly, parallel with Main Street, distance 24.77 feet;

THENCE easterly, parallel with Bedell Street, distance 196.77 feet;

THENCE running northerly along the westerly side of Main Street, distance 24.77 feet to the point or place of BEGINNING.

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Deed Description: Lot 116

BEGINNING at the corner formed by the intersection of the southerly side of Bedell Street with the westerly side of Main Street;

RUNNING THENCE southerly along the westerly side of Main Street, 50 feet;

THENCE westerly at right angles to Main Street, 121.77 feet along land now or formerly of Mary E. Bedell;

THENCE northerly along land now or formerly of Martha McLean, 50 feet to Bedell Street;

THENCE easterly along the southerly side of Bedell Street, 121.77 feet to the corner aforesaid, the point or place of BEGINNING.

---

Deed Description: Lot 111

ALL THAT CERTAIN plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Main Street, distant 200 feet northerly from the corner formed by the intersection of the westerly side of Main Street with the northerly side of West Columbia Street;

RUNNING THENCE westerly and parallel with the northerly side of Columbia Street, a distance of 196.77 feet;

RUNNING THENCE northerly and parallel with the westerly side of Main Street, a distance of 50 feet;

THENCE easterly and again parallel with the northerly side of Columbia Street, a distance of 196.77 feet to a point in the westerly side of Main Street;

THENCE running southerly and along the westerly side of Main Street, 50 feet to the point or place of BEGINNING.

---

Deed Description: Lot 129

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Bedell Street in said village, distant 121.77 feet westerly from the southwest corner of Main Street and Bedell Street;

RUNNING THENCE southerly along land of John R. McLean and parallel with the west side of Main Street, 50 feet to land of Mary E. Bedell;

THENCE westerly along said Bedell's land and parallel with the south side of Bedell Street, 35 feet;

THENCE northerly and again parallel with the west side of Main Street, 50 feet to the southerly side of Bedell Street;

THENCE easterly along the southerly side of Bedell Street, 35 feet to the point or place of BEGINNING.

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Deed Description: Lot 130

**ALL THAT CERTAIN** plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side or line of Bedell Street in said Village, 156.77 feet westerly from the southwesterly corner of Main Street and Bedell Street;

RUNNING THENCE southerly along lands this day conveyed to Samuel Golden and parallel with the westerly side of Main Street, 50 feet to lands now or formerly of Mary E. Bedell;

THENCE westerly along said last mentioned lands and parallel with the southerly side of Bedell Street, 40 feet to lands now or formerly of Charles E. Whitehouse;

THENCE northerly along the last mentioned lands and again parallel with the westerly side of Main Street, 50 feet to the southerly side of Bedell Street;

THENCE easterly along the southerly side of Bedell Street, 40 feet to the point or place of BEGINNING.

Deed Descriptions: Lot 131 & 132 (Do not follow tax lot boundaries)

1. COMMENCING at a point on the westerly side of Main Street in said village, distant 105 feet northerly from the northerly side of Columbia Street; and

RUNNING THENCE westerly, 125 feet deed (121.77 feet Actual) to land now or formerly of Bennett;

THENCE running northerly along said Bennett's land, 45 feet to other land of Bernard J. Kelly;

THENCE running easterly along said Kelly's land, 125 feet to the westerly side of Main Street; and;

THENCE running southerly along the westerly side of Main Street, 45 feet to the point or place of BEGINNING.

2. BEGINNING at a point on the westerly side of Main Street in said village, distant 150 feet northerly from the northerly side of Columbia Street; and

RUNNING THENCE westerly along land of Rachel Rushmore and land now or later of Bennett, 196.77 feet to land of Emma F. Harold;

THENCE running northerly along said Emma F. Harold's land and land now or formerly of Smith, 50 feet to land of Williamson;

THENCE running easterly along said Williamson's land, 196.77 feet to the westerly side of Main Street; and;

THENCE running southerly along said westerly side of Main Street, 50 feet to the point or place of BEGINNING.

3. BEGINNING at a point on a line drawn parallel with and distant 121 feet deed (121.77 feet Actual) westerly from the westerly side of Main Street, which point is distance 100 feet northerly from the northerly side of Columbia Street;

RUNNING THENCE northerly, parallel with Main Street and along the line of the land now or formerly of Julia S. Stoffel, 50 feet to the southerly line of the land now or formerly of Bernard Kelly;

THENCE running westerly, parallel with Columbia Street and along the southerly line of the land now or formerly of Kelly, 75 feet to the land now or formerly of Franklin H. Mollineaux;

THENCE southerly along the line of the land of Mollineaux and parallel with Main Street, 50 feet to a point distant 100 feet northerly from the northerly side of Columbia Street as measured along a line drawn parallel with said distant 196 feet westerly from the westerly side of Main Street; and

THENCE easterly, parallel with Columbia Street, 75 feet to the point or place of BEGINNING.

Deed Description: Lot 135 & 138

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of Bedell Street distant 196.77 feet westerly along same from the corner formed by the intersection of said southerly side of Bedell Street the westerly side of Main Street;

RUNNING THENCE South 11 degrees 55 minutes 00 seconds East, a distance of 400.00 feet to the northerly side of West Columbia Street;

THENCE along the northerly side of West Columbia Street, South 78 degrees 30 minutes 00 seconds West, a distance of 50.00 feet to a point;

THENCE North 11 degrees 55 minutes 00 seconds West, a distance of 118.17 feet to a point;

THENCE South 78 degrees 30 minutes 00 seconds West, a distance of 150.00 feet to a point;

THENCE North 11 degrees 55 minutes 00 seconds West, a distance of 181.83 feet to a point;

THENCE North 78 degrees 30 minutes 00 seconds East, a distance of 100.00 feet to a point;

THENCE North 11 degrees 55 minutes 00 seconds West, a distance of 100.00 feet to the southerly side of Bedell Street;

THENCE along the southerly side of Bedell Street, North 78 degrees 30 minutes 00 seconds East, a distance of 100.00 feet to the point or place of BEGINNING.



2600 Innovation Square  
100 South Clinton Avenue  
Rochester, New York 14604  
nyenvlaw.com

**LINDA R. SHAW**  
ATTORNEY AT LAW

T 585.546.8430  
C 585.414.3122  
lshaw@nyenvlaw.com

November 1, 2024

**VIA ELECTRONIC MAIL**

Cheryl Salem  
NYS Department of Environmental Conservation  
Office of General Counsel  
625 Broadway  
Albany, New York

**RE: Environmental Easement  
Carman Place Site  
C130250**

Dear Ms. Salem:

The Environmental Easement for the above-referenced BCP Site has been recorded. Enclosed please find my affirmation in support of mailing the municipal notices, copies of the letters that have been mailed to the municipality, which included the recorded easement, and your copy of the recorded easement.

Please do not hesitate to contact me with any questions. Thank you.

Sincerely,

**KNAUF SHAW LLP**

A handwritten signature in black ink that reads 'Linda R. Shaw'.

LINDA R. SHAW, ESQ.

Enclosure

cc: Melissa Sweet, NYS DEC Project Manager  
Kyle Pero, NYS DEC Project Attorney



NEW YORK STATE DEPARTMENT ENVIRONMENTAL CONSERVATION  
BROWNFIELD CLEANUP PROGRAM  
ECL § 27-1401 *et seq.*

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**Carman Place Site**

DEC Site No.: C130250

Located at: 163-169 Main Street, 173-175 Main Street, 126 Bedell Street, 122 Bedell Street, 155-161 Main Street, Bedell Street, and Columbia Street  
Hempstead, New York 11550

Volunteer: Carman Place Apartments, LLC  
1000 University Avenue, Suite 500  
Rochester, New York 14607

**AFFIRMATION OF  
LINDA R. SHAW  
IN SUPPORT OF MAILING  
MUNICIPAL NOTICES**

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I, **LINDA R. SHAW**, an attorney admitted to practice in the State of New York, affirms under penalty of perjury the following:

1. Knauf Shaw LLP are the attorneys of record for the Volunteer for the New York State Brownfield Cleanup Program Site ("BCP"), Carman Place Site, Site Number C130250.
2. On November 1, 2024, I mailed a true copy of a Notice to Municipality with a copy of the Environmental Easement to Craig Mollo, Office of the Town of Hempstead Department of Planning & Economic Development, 200 N. Franklin Avenue, 1<sup>st</sup> Floor, Hempstead, New York 11550, by depositing a true copy of the same enclosed in a first-class, postpaid, Certified Mail, Return Receipt Requested addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.
3. On November 1, 2024, I mailed a true copy of a Notice to County with a copy of the Environmental Easement to William Nimmo, Office of the Nassau County Public Works Department Planning Division, 1194 Prospect Avenue, Westbury, New York 11590, by depositing a true copy of the same enclosed in a first-class, postpaid, Certified Mail, Return Receipt Requested addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.

**WHEREFORE**, Linda Shaw respectfully requests that this affirmation is acceptable proof of mailing for the municipal notices required for the Brownfield Cleanup Program Site.

Dated: November 1, 2024



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**LINDA R. SHAW**

## Notice to County

November 1, 2024

William Nimmo  
Deputy Commissioner  
Nassau County Public Works Department  
Planning Division  
1194 Prospect Avenue  
Westbury, New York 11590

### **Re: Environmental Easement**

Dear Mr. Nimmo:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department") on October 16, 2024, by Carman Place Housing Development Fund Company, Inc. and Carman Place Apartments, LLC, for property at 173-175 Main Street, 163-169 Main Street, 155-161 Main Street, 126 Bedell Street, 122 Bedell Street, Columbia Street, and Bedell Street, Hempstead, New York 11550, Tax Map Nos. 34-195-8, 34-195-9, 34-195-10, 34-195-111, 34-195-116, 34-195-129, 34-195-130, 34-195-131, 34-195-132, 34-195-135, and 3-195-138, DEC Site No: C130250.

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial, and/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 compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Carman Place Apartments, LLC

## Notice to Municipality

November 1, 2024

Craig Mollo  
Town of Hempstead  
Department of Planning & Economic Development  
200 N. Franklin Avenue, 1<sup>st</sup> Floor  
Hempstead, New York 11550

**Re: Environmental Easement**

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Very truly yours,

Carman Place Apartments, LLC