



SUBMITTAL INSTRUCTIONS:

1. Compile the application package in the following manner:
 - a. one file in non-fillable PDF which includes a Table of Contents, the application form, and supplemental information (excluding the previous environmental reports and work plans, if applicable);
 - b. one individual file (PDF) of each previous environmental report; and,
 - c. one file (PDF) of each work plan being submitted with the application, if applicable.
2. *OPTIONAL: Compress all files (PDFs) into one zipped/compressed folder
3. Submit the application to the Site Control Section either via NYSDEC dropbox or ground mail, as described below.

Please select only ONE submittal method – do NOT submit both via dropbox and ground mail.

a. VIA SITE CONTROL DROPBOX:

- [Request an invitation](#) to upload files to the Site Control submittal dropbox.
- In the “Title” field, please include the following: “New BCP Application - *Proposed Site Name*”.
- After uploading files, an automated email will be sent to the submitter’s email address with a link to verify the status of the submission. Please do not send a separate email to confirm receipt.
- Application packages submitted through third-party file transfer services will not be accepted.

a. VIA GROUND MAIL:

- Save the application file(s) and cover letter to an external storage device (e.g., thumb drive, flash drive). Do NOT include paper copies of the application or attachments.
- Mail the external storage device to the following address:
Chief, Site Control Section
Division of Environmental Remediation
625 Broadway, 12th Floor
Albany, NY 12233-7015

SITE NAME: Legacy Court

Is this an application to amend an existing BCA with a major modification? Please refer to the application instructions for further guidance related to BCA amendments.

If yes, provide existing site number: _____

☐

Yes

☒

No

Is this a revised submission of an incomplete application?

If yes, provide existing site number: C130259

☒

Yes

☐

No



BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

BCP App Rev 17 – October 2025

SECTION I: Property Information

PROPOSED SITE NAME Legacy Court

ADDRESS/LOCATION 190 West Shore Road

CITY/TOWN Kings Point

ZIP CODE 11024

MUNICIPALITY (LIST ALL IF MORE THAN ONE) Village of Kings Point

COUNTY Nassau

SITE SIZE (ACRES) 10.400

LATITUDE

LONGITUDE

40 ° 48 ' 16.7 " 73 ° 45 ' 24.5 "

Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting "p/o" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column.

ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.

Parcel Address	Section	Block	Lot	Acreage
190 West Shore Road	1	150	29	10.4

1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.	Y	N
2. Is the required property map, provided in electronic format, included with the application? (Application will not be processed without a map)	☒	☐
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See DEC's website for more information) If yes, identify census tract: _____ Percentage of property in En-zone (check one): ☒ 0% ☐ 1-49% ☐ 50-99% ☐ 100%	☐	☒
4. Is the project located within a disadvantaged community? See application instructions for additional information.	☐	☒
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.	☐	☒
6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications: _____	☐	☒

SECTION I: Property Information (continued)		Y	N
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?		☐	☒
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.		☐	☒
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.		☐	☒
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____		☐	☒
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: _____		☐	☒
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information. <u>Easement/Right-of-Way Holder</u> <u>Description</u>		☐	☒
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information): <u>Type</u> <u>Issuing Agency</u> <u>Description</u>		☐	☒
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?		☒	☐
Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City. Not applicable - site is not located in New York City			
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.		☐	☐
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?		☐	☐
17. If you have answered YES to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?		☐	☐
NOTE: If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.			
If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions. Initials of each Requestor: _____ _____ _____ _____ _____ _____			

SECTION II: Project Description

1. The project will be starting at: ☒ Investigation ☐ Remediation

If the project is proposed to start at the remediation stage, at a minimum, a Remedial Investigation Report (RIR) must be included, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Action Work Plan (RAWP) are also included (see [DER-10, Technical Guidance for Site Investigation and Remediation](#) for further guidance), then a 45-day public comment period is required.

2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?

☐ Yes ☐ No ☒ N/A

3. Have any draft work plans been submitted with the application (select all that apply)?

☒ RIWP ☐ RAWP ☐ IRM ☐ No

4a. Please provide a short description of the overall project development, including a complete project schedule with all key BCP program milestones through issuance of the Certificate of Completion. Include DEC/DOH review times in the schedule (best efforts to review documents within 45 days pursuant to 6 NYCRR Part 375-3.6(b)).

Is this information attached?

☒ Yes ☐ No

4b. Please include in the project schedule the dates of any outside public or private funding source deadlines with the associated BCP milestones, e.g., NYC HPD or NYS HCR funding deadlines, or private funding interim milestones from loan documents, that depend on a particular BCP milestone such as a work plan or report approval, decision document issuance, etc.

Is this information clearly identified in the BCP project schedule?

☐ Yes ☐ No ☒ N/A

Beginning January 1, 2024, all work plans and reports submitted for the BCP shall address Green and Sustainable Remediation (GSR) and DER-31 (see [DER-31, Green Remediation](#)). Work plans, reports and design documents will need to be certified in accordance with DER-31.

5. Please provide a description of how Green and Sustainable Remediation will be evaluated and incorporated throughout the remedial phases of the project including Remedial Investigation, Remedial Design/Remedial Action, and Site Management and reporting efforts.

Is this information attached?

☒ Yes ☐ No

6. If the project is proposed to start at the remediation stage (Section 2, Item 1, above), a climate change screening or vulnerability assessment must have been completed. Is this attached?

☐ Yes ☐ No

SECTION III: Ecological Concerns

1. Are there fish, wildlife, or ecological resources within a ½-mile radius of the site?

Y	N
☒	☐

2. Is there a potential path for contamination to potentially impact fish, wildlife or ecological resources?

☒	☐
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3. Is/are there a/any Contaminant(s) of Ecological Concern?

☒	☐
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If any of the conditions above exist, a Fish and Wildlife Resources Impact Analysis (FWRIA) Part I, as outlined in DER-10 Section 3.10.1, is required. The applicant may submit the FWRIA with the application or as part of the Remedial Investigation Report.

4. Is a Fish and Wildlife Resources Impact Analysis Part I included with this application?

N/A ☐ ☐ ☒

SECTION IV: Land Use Factors		
1. What is the property's current municipal zoning designation? <u>Residence (A2)</u>		
2. What uses are allowed by the property's current zoning (select all that apply)? Residential ☒ Commercial ☐ Industrial ☐		
3. Current use (select all that apply): Residential ☒ Commercial ☐ Industrial ☐ Recreational ☐ Vacant ☒		
4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant. Is this summary included with the application?	Y ☒	N ☐
5. Reasonably anticipated post-remediation use (check all that apply): Residential ☒ Commercial ☐ Industrial ☐ If residential, does it qualify as single-family housing? N/A ☐	☒	☐
6. Please provide a statement detailing the specific proposed post-remediation use. Is this summary attached?	☒	☐
7. Is the proposed post-remediation use a renewable energy facility? See application instructions for additional information.	☐	☒
8. Do current and/or recent development patterns support the proposed use?	☒	☐
9. Is the proposed use consistent with applicable zoning laws/maps? Please provide a brief explanation. Include additional documentation if necessary.	☒	☐
10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Please provide a brief explanation. Include additional documentation if necessary.	☒	☐

SECTION V: Current and Historical Property Owner and Operator Information		
CURRENT OWNER Hematian Legacy Court LLC		
CONTACT NAME Baback Hematian		
ADDRESS 23 Rogers Road		
CITY Kings Point	STATE NY	ZIP CODE 11024
PHONE (516) 729-5353	EMAIL bobbyhematian@gmail.com	
OWNERSHIP START DATE 11/17/2025		
CURRENT OPERATOR The property is currently vacant and unoccupied		
CONTACT NAME		
ADDRESS		
CITY	STATE	ZIP CODE
PHONE	EMAIL	
OPERATION START DATE		

SECTION VI: Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following (***please submit information requested in this section in electronic format ONLY***):

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard ([ASTM E1903](#)). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
2. **SAMPLING DATA:** Indicate (by selecting the options below) known contaminants and the media which are known to have been affected. Data summary tables should be included as an attachment, with laboratory reports referenced and included.

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum	☐	☐	☐
Chlorinated Solvents	☐	☐	☐
Other VOCs	☐	☐	☐
SVOCs	☐	☐	☐
Metals	☒	☐	☐
Pesticides	☒	☐	☐
PCBs	☐	☐	☐
PFAS	☐	☐	☐
1,4-dioxane	☐	☐	☐
Other – indicated below	☐	☐	☐

*Please describe other known contaminants and the media affected:

3. For each impacted medium above, include a site drawing indicating:

- Sample location
- Date of sampling event
- Key contaminants and concentration detected
- For soil, highlight exceedances of reasonably anticipated use
- For groundwater, highlight exceedances of 6 NYCRR part 703.5
- For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application?



YES



NO

4. Indicate Past Land Uses (check all that apply):

☐ Coal Gas Manufacturing	☐ Manufacturing	☐ Agricultural Co-Op	☐ Dry Cleaner
☐ Salvage Yard	☐ Bulk Plant	☐ Pipeline	☐ Service Station
☐ Landfill	☐ Tannery	☐ Electroplating	☐ Unknown

Other: Single family residential

SECTION VII: Requestor Information					
NAME Hematian Legacy Court LLC					
ADDRESS 23 Rogers Road					
CITY/TOWN Kings Point		STATE NY	ZIP CODE 11024		
PHONE (516) 729-5353		EMAIL bobbyhematian@gmail.com			
				Y	N
1. Is the requestor authorized to conduct business in New York State (NYS)?				☒	☐
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the NYS Department of State's Corporation & Business Entity Database . A print-out of entity information from the database must be submitted with this application to document that the requestor is authorized to conduct business in NYS. Is this attached?				☒	☐
3. If the requestor is an LLC, a list of the names of the members/owners is required on a separate attachment. Is this attached? N/A ☐				☒	☐
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of DER-10: Technical Guidance for Site Investigation and Remediation and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? Documents that are not properly certified will not be approved under the BCP.				☒	☐

SECTION VIII: Requestor Contact Information			
REQUESTOR'S REPRESENTATIVE Baback Hematian			
ADDRESS 23 Rogers Road			
CITY Kings Point		STATE NY	ZIP CODE 11024
PHONE (516) 729-5353		EMAIL bobbyhematian@gmail.com	
REQUESTOR'S CONSULTANT (CONTACT NAME) Thomas Melia			
COMPANY P.W. Grosser Consulting Engineer & Hydrogeologist D.P.C.			
ADDRESS 630 Johnson Avenue, Suite 7			
CITY Bohemia		STATE NY	ZIP CODE 11716
PHONE (631) 589-6353		EMAIL thomasm@pwgrosser.com	
REQUESTOR'S ATTORNEY (CONTACT NAME) David Yudelson			
COMPANY Sive, Paget & Riesel P.C.			
ADDRESS 560 Lexington Avenue, 15th Floor			
CITY New York		STATE NY	ZIP CODE 10022
PHONE (212) 421-2150		EMAIL dyudelson@sprlaw.com	

SECTION IX: Program Fee

Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of \$50,000. Requestors may apply for a fee waiver with supporting documentation.

	Y	N
1. Is the requestor applying for a fee waiver?	☐	☒
2. If yes, appropriate documentation must be provided with the application. See application instructions for additional information.		
Is the appropriate documentation included with this application? N/A	☐	☐

SECTION X: Requestor Eligibility

If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	☐	☒
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?	☐	☒
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	☐	☒
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?	☐	☒
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.	☐	☒
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?	☐	☒
7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involved a violent felony, fraud, bribery, perjury, theft or offense against public administration (as that term is used in Article 195 of the Penal Law) under Federal law or the laws of any state?	☐	☒
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?	☐	☒
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	☐	☒
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	☐	☒
11. Are there any unregistered bulk storage tanks on-site which require registration?	☐	☒

SECTION X: Requestor Eligibility (continued)

12. The requestor must certify that he/she/they is/are either a participant or volunteer in accordance with ECL 27-1405(1) by checking one of the boxes below:

PARTICIPANT

A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

☐**VOLUNTEER**

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.

☒

NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.

If a requestor whose liability arises solely as a result of ownership, operation of, or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.

13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?

☒ Yes

☐ No

☐ N/A

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

☐ Previous Owner ☒ Current Owner ☐ Potential/Future Purchaser ☐ Other: _____

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an environmental easement on the site.

Is this proof attached?

☐ Yes

☐ No

☒ N/A

Note: A purchase contract or lease agreement does not suffice as proof of site access.

SECTION XI: Property Eligibility Information		
	Y	N
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information.	☐	☒
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____	☐	☒
3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? If yes, please provide: Permit Type: _____ EPA ID Number: _____ Date Permit Issued: _____ Permit Expiration Date: _____	☐	☒
4. If the answer to question 2 or 3 above is YES, is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. N/A ☒	☐	☐
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: _____	☐	☒
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information as an attachment.	☐	☒

SECTION XII: Site Contact List
To be considered complete, the application must include the Brownfield Site Contact List in accordance with <i>DER-23: Citizen Participation Handbook for Remedial Programs</i>. Please attach, at a minimum, the names and mailing addresses of the following: • The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located. • Residents, owners, and occupants of the property and adjacent properties. • Local news media from which the community typically obtains information. • The public water supplier which services the area in which the property is located. • Any person who has requested to be placed on the contact list. • The administrator of any school or day care facility located on or near the property. • The location of a document repository for the project (e.g., local library). If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository. In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site. • For sites located in the five counties comprising New York City, the Director of the Mayor's Office of Environmental Remediation.

SECTION XIII: Statement of Certification and Signatures

(By requestor who is an individual)

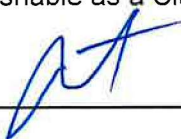
If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: _____ Signature: _____

Print Name: _____

(By a requestor other than an individual)

I hereby affirm that I am **Sole Member** (title) of **Hematan Legacy Court LLC** (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: 6/23/26 Signature:  _____

Print Name: **Baback Hematian** _____

PLEASE REFER TO THE APPLICATION COVER PAGE AND BCP APPLICATION INSTRUCTIONS FOR DETAILS OF PAPERLESS DIGITAL SUBMISSION REQUIREMENTS.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY

Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.

BCP App Rev 17

Please respond to the questions below and provide additional information and/or documentation as required. Please refer to the application instructions.

Y

N

1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?

☐☒

2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?

☐☐

3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)?

☐☐

4. Is the property upside down or underutilized as defined below?

Upside down

☐☐

Underutilized

☐☐

From ECL 27-1405(31):

“Upside down” shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.

From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category can only be made at the time of application):

375-3.2:

- (I) “Underutilized” means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and
- (1) the proposed use is at least 75 percent for industrial uses; or
- (2) at which:
- (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;
 - (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and
 - (iii) one or more of the following conditions exists, as certified by the applicant:
 - (a) property tax payments have been in arrears for at least five years immediately prior to the application;
 - (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or
 - (c) there are no structures.

“Substantial government assistance” shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

5. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review).

Check appropriate box below:

- ☐ Project is an Affordable Housing Project – regulatory agreement attached
- ☐ Project is planned as Affordable Housing, but agreement is not yet available
- ☐ This is not an Affordable Housing Project

From 6 NYCRR 375-3.2(a) as of August 12, 2016:

- (a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.
- (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ household’s annual gross income.
- (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.
- (3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)

6. Is the site a planned renewable energy facility site as defined below?

☐ Yes – planned renewable energy facility site with documentation

☐ Pending – planned renewable energy facility awaiting documentation

*Selecting this option will result in a “pending” status. The appropriate documentation will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☐ No – not a planned renewable energy facility site

If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

From ECL 27-1405(33) as of April 9, 2022:

“Renewable energy facility site” shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

From Public Service Law Article 4 Section 66-p as of April 23, 2021:

(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and plans to meet the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

☐ Yes - *Selecting this option will result in a “pending” status, as a BOA conformance determination has not yet been made. Proof of conformance will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

☐ No

From ECL 75-0111 as of April 9, 2022:

(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

LEGACY COURT
190 WEST SHORE ROAD
KINGS POINT, NEW YORK
SITE C130259

BROWNFIELD CLEANUP PROGRAM APPLICATION SUPPLEMENTAL INFORMATION

SUBMITTED TO:

New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, New York 12233

PREPARED FOR:

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REVISED AUGUST 2026

**BCP APPLICATION SUPPLEMENTAL INFORMATION
LEGACY COURT**

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FIGURES

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Figure 2	Site Location Map
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Figure 5	Sample Location Map
Figure 6	Soil Sample Metals Results – 0 to 3 Inches
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Figure 10	Soil Sample Pesticides Results – 0 to 3 Inches

TABLES

Table 1	Phase II ESA Sample Data – Metals
Table 2	Phase II ESA Sample Data – Pesticides
Table 3	Supplemental Phase II ESA Sample Data – Arsenic
Table 4	Supplemental Phase II ESA Sample Data – Metals and Pesticides

APPENDICES

Appendix A	Property Survey
Appendix B	Title Report
Appendix C	Approximate Project Schedule
Appendix D	Requestor Entity Information
Appendix E	Department of State Entity Information
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SECTION I: PROPERTY INFORMATION

Proposed Site Name	Legacy Court
Site Address	190 West Shore Road, Kings Point, New York, 11024
Tax Lots	Section 1, Block 150, Lot 29

1. Site Boundary and Tax Parcel Information

The site boundary conforms to the tax parcel boundaries. **Figure 1** shows the tax parcel boundaries and a site survey is included as **Appendix A**.

2. Property Maps

A Site Location Map is included as **Figure 2** and a Site Plan is included as **Figure 3**.

3. En-Zones

The site is not located within an En-Zone

4. Disadvantaged Communities

The site is not located within a disadvantaged community.

5. Brownfield Opportunity Areas

The site is not located within a Brownfield Opportunity Area

6. Multiple Applications

The site is not part of a large development with multiple BCP Applications.

7. Contamination Emanating Soley from Offsite

Investigations performed to date (see Section I, item 14 and Section VI) have only evaluated surface and near surface soils at the site. No groundwater or soil vapor sampling has been performed to the best of the applicant's knowledge.

8. Previous Remediation

One 1,500-gallon fuel oil underground storage tank (UST) was abandoned in place at the site in 2002. The tank was registered with the Nassau County Department of Health (NCDH) and is listed as closed in their Petroleum Bulk Storage (PBS) database. Based on review of the NYSDEC Spills Database, no Spill was reported during closure. No indication that remediation was necessary pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law has been identified.

9. Lands Under Water

Based on the site survey included as **Appendix A**, there are no lands under water at the site.

10. Previous BCP Application

Based on review of the NYSDEC Info Locator, no previous BCP Application has been submitted for the site.

11. Registry of Inactive Hazardous Waste Sites

Based on review of the NYSDEC Info Locator, the site is not listed as an inactive hazardous waste site or Potential (P) Site.

12. Easements

The following easements are present at the site:

- There is a 30 foot wide water authority easement running parallel to southeastern property boundary, extending approximately 950 feet from West Shore Road to a point approximately 350 feet northeast of the existing single-family home. The easement was established for the installation and maintenance of a water service line to the property. The easement is non-exclusive and it is not anticipated that remediation



will be precluded within the easement. Such remediation will be coordinated with the Water Authority of Great Neck North, as needed. The location of the easement is shown in the site survey included in **Appendix A**.

- An electric easement is present related to the overhead power lines running from north to south across the property to the east of the existing single family home. The easement allows the electric utility access to service the electric poles and wires. It is not anticipated that remediation will be precluded within the easement. The location of the overhead power lines is shown in the site survey included in **Appendix A**.

Copies of the easements are included in the Title Report included in **Appendix B**.

13. NYSDEC or USEPA Permits

To the best of our knowledge, there are no NYSDEC or USEPA permits associated with the site.

14. Property Description and Environmental Assessment

Location

The Legacy Court site is an approximately 10.4-acre site located in a suburban area. It is identified as Section 1, Block 150, Lot 29 in the Nassau County tax map. The site is bounded to the north by eight separate single-family dwellings (4 to 16 Martin Court [even numbers only] and 192 West Shore Road), to the south by one single family dwelling (188 West Shore Road), to the east by West Shore Road, and to the west by Little Neck Bay.

Site Features

The site slopes gradually downward from approximately northeast to southwest and currently includes one vacant single family residential dwelling located on the western portion of the site. The dwelling measures approximately 7,184 square feet. Areas to the east (approximate 9 acres) and west (approximately 0.5 acres) of the dwelling consist of lawn/landscaped areas. An asphalt paved driveway connects the dwelling to West Shore Road, and a paved tennis court is located within the lawn area near the northeastern corner of the property.

Current Zoning and Land Use

The subject property is zoned as Residence (A2) and is surrounded by properties with the same zoning designation. The subject property is currently used as single family residential which is in compliance with existing zoning. However, the existing single family residential dwelling has been vacant since approximately November 2025.

The site is not located in a Disadvantaged Community (DAC) or Brownfield Opportunity Area (BOA). The site is located approximately 2,000 feet west of the nearest school (Richard S. Sherman Great Neck North Middle School). No day care centers have been identified within 500 feet of the site.

A Zoning and Land Use Map is included as **Figure 4**.

Past Use of the Site

Based on review of available historical sources such as topographic maps, aerial photos, and city directories, development of the property is summarized below.

From approximately 1961 to the present the site has been used for single family residential in same approximate configuration as currently exists. Prior to that (at least 1947 to 1961) the site was a grass/lawn area with no permanent structures, and appears to have been a portion of the adjoining property to the south (occupied by one single-family dwelling). Landscaping/maintenance of the lawn area from first development through approximately



the 1980s is likely to have included the historic application of pesticides and herbicides containing now-banned chemicals (such as DDT), or metal-based compounds containing arsenic which are currently present in soils at the site.

Prior to 1947, the only identified historical sources are topographic maps for 1897, 1898 and 1900. In each of these maps, the subject property (and adjoining properties) appears to be undeveloped.

Site Geology and Hydrogeology

The site elevation ranges from 64 feet to 32 feet (NAVD 88). Site specific stratigraphy was not recorded during previous investigations. United States Department of Agriculture (USDA) soil survey data indicates that soils at the site are within the Montauk Loam series (generally consisting of loam and sandy loam to approximately 6 feet below grade).

United States Geological Survey (USGS) data indicates that the depth to groundwater beneath the site ranges from approximately 35 to 50 feet below grade, and the groundwater flow direction beneath and in the immediate vicinity of the site is generally toward the southwest.

Environmental Assessment

Based on previous environmental investigations, the contaminants of concern for the site are metals (primarily arsenic, but also including barium, trivalent chromium, copper, lead, manganese, nickel and mercury), and pesticides.

Soil – surface and near surface soils throughout the site are impacted with metals and pesticides exceeding Unrestricted Use Soil Cleanup Objectives (UUSCOs) and Residential Use Soil Cleanup Objectives (RUSCO) (see figures 5 through 10)

- Metals impact (primarily arsenic) above UUSCOs was detected within shallow soils throughout all of the grass/lawn areas at the site with the exception of some sample locations along the central and eastern portions of the northern property boundary where no UUSCO exceedances were detected (Grids 1A through 4A).
 - In general metals impact above UUSCOs was limited to 0 to 12 inches below grade throughout most of the site; however, impact exceeding UUSCOs to 26 inches below grade was detected on some areas on the central and western portions of the site (Grids 4A/B, 5A, 6A, 8A) and as deep as 48 inches below grade (the deepest samples collected from the site to date) in Grid 5A.
 - Existing sample data for intervals deeper than the 0-3 inch sample interval is generally limited to arsenic only.
- Pesticide impact above UUSCOs was detected within shallow soils throughout all of the grass/lawn areas at the site.
 - To date, pesticide data for the site is limited to the 0 to 3 inch interval with the exception of sample location 2B, where samples were collected to 26 inches below grade with no UUSCO exceedances deeper than the 0 to 3 inch interval.

Groundwater – to date, no groundwater sampling has been performed at the site.

Soil Vapor – to date, no soil vapor sampling has been performed at the site.



SECTION II: PROJECT DESCRIPTION

1. Project Starting Point

The project is seeking to enter the New York State Department of Environmental Conservation (NYSDEC) Brownfield Cleanup Program (BCP) at the investigation stage.

2. Remedial Investigation Report

A Remedial Investigation Report (RIR) has not been submitted with this BCP Application.

3. Draft Work Plans

A Draft Remedial Investigation Work Plan (RIWP) has been submitted with this BCP Application.

4. Project Description

4a. *Project Summary and Schedule*

The proposed plan for the project is to investigate and remediate the site prior to redevelopment. Upon completion of remediation, it is anticipated that the current 10.4-acre parcel will be subdivided into six individual lots, to be developed with single-family residences. A private roadway will be constructed just south of the existing driveway to serve as access to West Shore Road for the proposed residences. It is expected that the existing residence at the Subject Property will be demolished.

An approximate schedule for the BCP process is included as **Appendix C**.

4b. *Outside Funding Deadlines*

As of the date of this BCP Application, there are no outside funding source deadlines associated with BCP milestones.

5. Green and Sustainable Remediation

Green and Sustainable Remediation (GSR) will be applied so as to reduce the environmental footprint of the cleanup while protection of public health and the environment remains the threshold requirement. Consistent with DER-31, GSR will not be used to justify a “no action” or lesser remedy where a more comprehensive remedy is appropriate and feasible.

Remedial Investigation

GSR will be incorporated into Remedial Investigation (RI) project planning from the outset. An environmental-footprint analysis will be established as a baseline using a quantitative tool such as SiteWise™ (Navy/USACE/Battelle) or SRT™ (Sustainable Remediation Tool) to estimate core metrics including greenhouse gas (GHG/CO₂e) emissions, energy use, water use, and criteria air-pollutant emissions.

GSR Technique	Planned Implementation
Footprint baseline & RI planning	Establish the environmental-footprint baseline during the RI using SiteWise™ (or the SRT™); design the field program to minimize sampling trips, co-locate sampling events, and use direct-push / high-resolution site characterization to reduce drilling waste, energy use, and mobilizations.
Low-impact field methods	Use ULSD and clean/retrofitted diesel equipment; enforce the 5-minute anti-idling limit (6 NYCRR Part 217-3); reduce purge/investigation-derived waste through low-flow sampling and on-site characterization.
Screen low-energy remedy options early	Carry low-energy alternatives (enhanced bioremediation, PRBs, MNA/enhanced attenuation, source removal) into the Alternatives Analysis so footprint, climate resiliency, and end use are weighed alongside the nine Part 375-1.8(f) criteria.



GSR Technique	Planned Implementation
End-use / habitat screening	Evaluate end uses that add ecological value — e.g., greenways, pollinator habitat, native plantings, and usable open space — so the remedy can be integrated with the contemplated reuse.

Remedial Design

GSR will be incorporated into Remedial Design (RD) project planning, with the RI footprint estimate refined to serve as the baseline against which design metrics are tracked. Design will add or incorporate GSR techniques that reduce impacts on the core metrics, and climate-resiliency design measures responsive to the Climate Screening will be incorporated.

GSR Technique	Planned Implementation
Refine the footprint baseline	Carry the RI footprint estimate into design as the tracking baseline; quantify core metrics (GHG / CO ₂ e, total energy, water use, and criteria air pollutants — NO _x , SO _x , PM) for the selected remedy and document reductions achieved by design choices.
Design for efficiency & adaptability	Optimally size pumps, blowers, and motors; design adaptable systems that draw less energy as the site cleans up; evaluate intermittent operation (e.g., daytime-only or wind-driven) where protective.
Renewable energy / RECs	Design to offset 100% of remedial electricity demand through on-site renewable generation and/or Renewable Energy Credits.
Materials & waste reduction	Specify reuse of on-site soil and crushed clean concrete as base/fill; reuse existing infrastructure; reduce truck travel for off-site disposal.
Cover & stormwater design	Design cover systems for beneficial reuse (habitat, recreation, renewable energy) and to recharge aquifers / limit new impervious surface; use native, low-irrigation vegetation.
Climate-resilient design measures	Incorporate design features responsive to the Climate Screening results — e.g., flood-resistant equipment elevation, increased stormwater capacity for extreme precipitation, and durable cover systems.

Remedial Action

During the Remedial Action (RA), the GSR measures established in design will be implemented in construction, actual performance metrics will be tracked against the design baseline, and results will be reported as described below.

GSR Technique	Planned Implementation
Construction-phase GSR controls	Implement the design GSR measures in the field: anti-idling, clean diesel/ULSD, minimized heavy-equipment use, on-site material reuse, and dust/erosion controls.
Metrics tracking during construction	Track actual fuel, energy, water, materials reused, and waste diverted against the design baseline; update the SiteWise™/SRT™ model with as-built quantities.
Reporting methods	Report GSR metrics and footprint reductions in the Remedial Action / Construction Completion Report and Final Engineering Report, comparing actual results to the design baseline.

Site Management (If Applicable)

GSR will be incorporated into Site Management (SM) using DEC's Site Management template, with emphasis on resource and energy consumption reduction, waste minimization, and climate-resiliency evaluation within Periodic Review Reports (PRRs) and Remedial System Optimizations (RSOs).

GSR Technique	Planned Implementation
Use DEC Site Management template	Prepare the Site Management Plan using DEC's current SM template and incorporate GSR objectives into operation, maintenance, and monitoring.
Resource & energy reduction	Optimize system operation to reduce energy use and time to closure; replace or shut down unnecessary equipment; evaluate switching to renewable energy (on-site, grid-tied, or utility green-power program).
Waste minimization	Minimize O&M waste; improve system reliability to reduce visit frequency and associated vehicle emissions; reclaim treated water for beneficial use where feasible.
Resiliency in PRRs & RSOs	Evaluate GSR performance and climate resiliency within each Periodic Review Report (PRR) and Remedial System Optimization (RSO); document reductions achieved and recommend further measures, including reassessing whether an energy-intensive remedy remains the best option and whether MNA is now viable.

Redevelopment

Redevelopment plans for the site are not yet complete. However, the following GSR features will be considered for implementation during redevelopment of the site.

GSR Technique	Planned Implementation
Renewable energy	This may include techniques such as rooftop photovoltaics or geothermal heating and cooling.
Energy-efficient equipment	Energy-efficient building systems, lighting, HVAC, and ENERGY STAR / high-efficiency equipment will be incorporated to the extent practical.
Reuse & recycling of on-site materials	Reuse/recycling of on-site materials, such as reuse of crushed concrete generated during demolition will be evaluated and implemented to the extent practical.

6. Climate Change Screening or Vulnerability Assessment

As the project is not proposed to start at the remediation stage, no Climate Change Screening or Vulnerability Assessment is required at this time.



SECTION III: ECOLOGICAL CONCERNS

1. Fish, Wildlife and Ecological Resources

Based on review of the NYSDEC Environmental Resource Mapper:

- Little Neck Bay, located downgradient and adjacent to the site, is identified as in the vicinity of rare animals including loggerhead turtles, Kemps's or Atlantic Ridley turtles, leatherback turtles, and green turtles.
- Freshwater wetlands (previously mapped freshwater wetlands) are present at Kings Point Park located approximately 0.35 miles northeast (upgradient) of the site.
- Freshwater wetlands associated with a small unnamed pond are located approximately 0.48 miles east (upgradient) of the site.
- No significant natural communities are located within ½ mile of the site.

2. Potential Impact to Fish, Wildlife or Ecological Resources

Based on previous investigations at the site that have identified metal and pesticide impact in excess of SCOs in surficial soils, stormwater runoff containing impacted sediment discharging to Little Neck Bay may represent a pathway for contamination to potentially impact fish, wildlife, or ecological resources.

3. Contaminants of Ecological Concern

Contaminants of ecological concern as defined in DER-10 3.10.1(c)4 include contaminants that exceed applicable standards, criteria and guidance (SCGs) for biota in each media of concern. To date, previous investigations have only included analysis of soil samples. Contaminants that have been detected in soil samples from the site in excess of their respective Protection of Ecological Resources Soil Cleanup Objectives (PERSCO) at multiple locations and as such may represent contaminants of ecological concern include arsenic, lead, and mercury, as well as several pesticide compounds (4,4'-DDD, 4,4'-DDE, 4,4'-DDT, dieldrin, endrin).

4. Fish and Wildlife Resources Impact Analysis

A Fish and Wildlife Resources Impact Analysis (FWIRA) is not included with this BCP Application. A FWIRA will be included with the Remedial Investigation Report, as needed.



SECTION IV: LAND USE FACTORS

1. Current Zoning

The subject property is zoned as Residence (A2) and is surrounded by properties with the same zoning designation.

A Zoning Map is included as **Figure 4**.

2. Permissible Current Uses

Under Chapter 161 (Zoning) of the Code of the Village of Kings Point, the Residence (A2) zoning designation allows use of the property for:

- One single-family detached dwelling.
- Nonprofit elementary or secondary schools.
- Greenhouses.
- Accessory uses on the same lot with and customarily incidental to any of the above-permitted uses, including a private garage.
- A gatehouse on a private road that serves a private community.

3. Current Use

The site is currently used for residential purposes; however, the existing residential home has been vacant and unoccupied since approximately November 2025.

4. Summary of Current Business Operations

The site has been vacant and unoccupied since approximately November 2025. There are no current business operations at the site and no known previous business operations at the site (residential since first developed in approximately 1947 – see Section I, item 14).

5. Reasonably Anticipated Post Remediation Use

Following completion of investigation and remediation, the property is anticipated to be subdivided into six separate parcels, pending approval of the subdivision plan by Nassau County and the Village of Kings Point, and redeveloped into multiple single family residential dwellings.

6. Summary of Post Remediation Use

The post remediation use will be residential. The existing tax lot will be subdivided into six separate parcels with a minimum size of approximately 41,169 square feet, and up to six single family dwellings will be constructed. A new private road will be constructed in the approximate current location of the existing driveway to service the new homes.

7. Use As Renewable Energy Facility

The proposed post remediation use will not be a renewable energy facility.

8. Current and Recent Development Patterns

The proposed use is in line with current and historical development patterns in the area.

9. Consistency with Applicable Zoning

The proposed use for single family residential is permitted as of right in accordance with the Village of Kings Point zoning code.

10. Consistency with Applicable Master Plans

No comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans that would affect the site have been identified.



SECTION V: CURRENT AND HISTORICAL PROPERTY OWNER AND OPERATOR INFORMATION

The current property owner is Hematian Legacy Court, LLC; contact information is included in the BCP Application form. The site is currently vacant and unoccupied. As such, there is no current operator information to be included in the BCP Application Form.

A list of previous owners of the property based on review of a title report dated October 10, 2025 and online records from the Nassau County Clerk's Office is below. A copy of the title report is included in **Appendix B**.

Date	Grantor(s)	Relationship to Applicant	Grantee(s)	Relationship to Applicant	Source
11/17/2025	Rouhollah Kalimian 2015 Irrevocable Trust	None	Hematian Legacy Court LLC	Applicant	Deed recorded 12/1/2025
9/30/2015	Rouhollah (Roy) Kalimian	None	Rouhollah Kalimian 2015 Irrevocable Trust	None	Deed recorded 12/2/2015
Approx. 1995	Undetermined	N/A	Rouhollah (Roy) Kalimian	None	Mortgage satisfaction dated 3/20/1995
Approx. 1961	Sigmund & Viola Sommer	None	Edythe Atlas, Mansol Holding Corp.	None	Restrictive covenant dated 3/27/1961
7/15/1932	Irene Jackson Sloan	None	Snug Harbor Development Corp.	None	Deed recorded 1/22/1945
6/16/1931	Preston Satterwhite	None	Irene Sloan Jackson	None	Deed recorded 6/17/1931
12/31/1930	Florence Satterwhite	None	Preston Satterwhite	None	Deed recorded 1/5/1931
3/16/1916	Gilbert Plympton	None	Florence Satterwhite	None	Reference to deed in restrictive covenant dated 3/27/1961

Notes:

Owners prior to 1916 are unknown

It appears that ownership of the property may have included the adjoining property to the south until 1931 when it appears the current subject property was sold separately from the current adjoining property to the south.

As the site has only been used for single family residential and no operations have occurred at the site, no operators are listed.

SECTION VI: PROPERTY'S ENVIRONMENTAL HISTORY

1. Previous Investigation Reports

The following previous environmental documents have been prepared for the site.

Document Title	Preparer	Date
Phase II Environmental Site Assessment	Nelson, Pope & Voorhis	July 27, 2023
Supplemental Phase II Environmental Site Assessment	Nelson, Pope & Voorhis	February 20, 2024
Site Remediation Work Plan	Nelson, Pope & Voorhis	April 5, 2024

Electronic copies of each document have been submitted separately from this BCP Application in PDF format.

2. Sampling Data

To date, sampling at the site has been limited to surficial and near surface soils (up to 48 inches below grade) analyzed for metals, pesticides and herbicides. Metals and pesticides have been detected at multiple locations throughout the site at concentrations in excess of their respective UUSCOs.

A total of 71 soil samples were collected during the 2023 Phase II ESA. All 71 samples were analyzed for arsenic; a subset of samples was analyzed for additional metals and pesticides. Exceedances of UUSCOs are summarized in the table below; only compounds that were detected above their respective UUSCO are shown.

Analytes Detected Above UUSCOs	Number of Samples Collected	Number of Detections Exceeding UUSCOs	Maximum Concentration Detected (ppm)	UUSCO (ppm)	Maximum Concentration Location & Depth
Arsenic	71	44	132	13	6A2 (0 to 3")
Barium	34	1	598	410	2B (0 to 3")
Cadmium	36	2	3.13	2.5	7A (0 to 3")
Chromium III	34	1	220	30	2B (0 to 3")
Copper	34	1	161	50	2B (0 to 3")
Lead	32	19	355	63	2B (0 to 3")
Manganese	34	1	4960	1600	2B (0 to 3")
Mercury	38	14	1.48	0.18	8A1 (0 to 3")
Nickel	34	1	221	30	2B (0 to 3")
Zinc	32	1	364	109	2B (0 to 3")
4,4'-DDD	32	29	0.176	0.0033	2B (0 to 3")
4,4'-DDE	32	25	1.19	0.0033	2B (0 to 3")
4,4'-DDT	32	32	0.328	0.0033	2B (0 to 3")
Aldrin	34	17	0.102	0.0048	2B (0 to 3")
alpha-BHC	32	1	0.0898	0.02	2B (0 to 3")
Chlordane (alpha)	32	29	0.694	0.014	2B (0 to 3")
delta-BHC	32	1	0.115	0.021	2B (0 to 3")
Dieldrin	34	19	0.13	0.005	2B (0 to 3")
Endrin	32	13	0.114	0.014	6A4 (0 to 3")
Heptachlor	32	2	0.0959	0.013	2B (0 to 3")

A total of 333 soil samples were collected during the 2024 Supplemental Phase II ESA. All 333 samples were analyzed for arsenic; five samples were also analyzed for trivalent chromium and three samples were also analyzed for additional metals and pesticides. Exceedances of UUSCOs are summarized in the table below; only compounds that were detected above their respective UUSCO are shown.



Analytes Detected Above UUSCOs	Number of Samples	Number of Detections Exceeding UUSCOs	Maximum Concentration Detected (ppm)	UUSCO (ppm)	Maximum Concentration Location & Depth
Arsenic	333	218	196	13	6A4-SE-25 (0 to 3")
Chromium III	5	3	46.2	30	2B-E-25 (0 to 3")
Lead	3	3	185	63	2B-E-25 (0 to 3")
Mercury	3	2	0.47	0.18	2B-N-50 (0 to 3")
4,4'-DDD	3	3	0.0166	0.0033	2B-E-25 (0 to 3")
4,4'-DDE	3	3	0.0949	0.0033	2B-W-25 (0 to 3")
4,4'-DDT	3	3	0.0379	0.0033	2B-E-25 (0 to 3")
Chlordane (alpha)	3	3	0.147	0.014	2B-W-25 (0 to 3")

Summary data tables from the Phase II ESA and Supplemental Phase II ESA are included as **Table 1** through **Table 4** (follows text). Laboratory analytical reports are included in the Phase II ESA and Supplemental Phase II ESA that were submitted separately from this Application.

3. Site Drawings

Sample locations and SCO exceedances are illustrated in **Figure 5**. Please note that due to the 11x17 size limitation for this figure and the large number of samples collected during the Phase II ESA and Supplemental Phase II ESA, there is insufficient space to show contaminant concentrations and other location specific sample information; however, sample location have been color coded in the figure to reflect exceedances.

4. Past Land Uses

Based on review of available historical sources (see response 14 in Section I), the site has been used for single family residential since at least 1953. No commercial or industrial uses have been identified.



SECTION VII: REQUESTOR INFORMATION

The application requestor is Hematian Legacy Court LLC. Contact information is included in the BCP Application form.

It should be noted that the application requestor entity was initially established as Hemat Legacy LLC on August 8, 2025. An amendment filed on August 22, 2025 changed the name of the entity to Hematian Legacy Court LLC.

Copies of the filings establishing the entity and amending the name of the entity are included in **Appendix D**.

1. Authorized to Conduct Business in New York State

Hematian Legacy Court LLC is authorized to conduct business in the State of New York.

2. Department of State Authorization

A print-out of the entity information for Hematian Legacy Court LLC from the New York State Department of State Division of Corporations as **Appendix E**.

3. LLC Members/Owners

Baback Hematian is the sole member of Hematian Legacy Court LLC.

4. Document Certification

All documents will be certified by persons who meet the requirements specified in Section 1.5 of DER-10.



SECTION VIII: REQUESTOR CONTACT INFORMATION

Requestor Point of Contact	Baback Hematian, Hematian Legacy Court LLC
Requestor Consultant	Thomas Melia, PG, P.W. Grosser Consulting Engineer & Hydrogeologist D.P.C.
Requestor Attorney	David Yudelson, Sive, Paget & Riesel P.C.

Contact information for these parties is included in the BCP Application Form.





SECTION IX: PROGRAM FEE

1. Fee Waiver

The requestor understands that a non-refundable program fee of \$50,000 is required upon submission of an executed Brownfield Cleanup Agreement and is not requesting a fee waiver.

2. Waiver Documentation

Not applicable.



SECTION X: REQUESTOR ELIGIBILITY

1. to 11. Eligibility Requirements

See BCP Application Form; all responses are no.

12. Requestor Status

The requestor meets the requirements for Volunteer status as defined in ECL 27-1405(1).

13. Volunteer Statement

Per ECL 27-1405(1) an applicant including without limitation a person whose liability arises solely as a result of such person's ownership or operation of or involvement with the site subsequent to the disposal or discharge of contaminants, provided however, such person exercises appropriate care with respect to contamination found at the facility by taking reasonable steps to: (i) stop any continuing release; (ii) prevent any threatened future release; and (iii) prevent or limit human, environmental, or natural resource exposure to any previously released contamination meets the requirements to be considered a Volunteer in the BCP.

Specific information detailing that the Requestor meets the above definition for Volunteer is as follows:

- The Requestor qualifies as a "Volunteer" in the Brownfield Cleanup Program ("BCP") because it has no connection with any prior owner or operator of the site, did not cause, contribute to, or permit the disposal of any contaminants at the site, and did not control the site at the time such contamination occurred. The Requestor purchased the site in November 2025. As documented by Phase II ESAs dated July 2023 and February 2024 (see Section VI), impact at the site pre-dates the applicant's ownership of the site.
- As the impact present at the site appears to be primarily related to the historical usage of pesticides and herbicides (both organic and metals-based compounds) that are no longer in use, there are no continuing releases or potential future releases to be prevented.
- Since obtaining authorization to develop the site, the Requestor has exercised appropriate care by taking reasonable steps to prevent any threatened future release and to prevent or limit human, environmental, or natural resource exposure to previously released contamination. Prior to submitting this BCP Application, the Requestor was moving toward remediating the site under the oversight of the Nassau County Department of Health (NCDH) in accordance with their requirements for subdivision approval.

Accordingly, the Requestor qualifies as a "Volunteer", and the site is eligible for participation in the BCP pursuant to ECL § 27 1405(1) and the applicable regulatory exception to 6 NYCRR § 375 3.2(b).

14. Requestor Relationship to Property

The requestor is the current owner of the property.



SECTION XI: PROPERTY ELIGIBILITY INFORMATION

1. to 6. Eligibility Requirements

See BCP Application Form; all responses are no or not applicable.



SECTION XII: CONTACT LIST INFORMATION

Name	Title	Address
Bruce Blakeman	Nassau County Executive	1550 Franklin Avenue, Mineola, NY 11501
Leonard H. Shapiro	Nassau County Planning Commission Chair	1194 Prospect Avenue Westbury, NY 11590
Jennifer Desena	Town of North Hempstead Supervisor	220 Plandome Road Manhasset, NY 11030
Nancy Shahverdi	Town of North Hempstead Department of Planning & Environmental Protection Commissioner	210 Plandome Road Manhasset, NY 11030
Shahriar Victory	Village of Kings Point Mayor	32 Steppingstone Lane Kings Point, NY 11024
Hooshang Nematzadeh	Village of Kings Point Planning Board Chair	32 Steppingstone Lane Kings Point, NY 11024
Jerry Gordon Adrienne Gordon	Adjacent Property Owner	4 Martin Court Kings Point, NY 10024
Robert Gilardian Katayoun Gilardian	Adjacent Property Owner	6 Martin Court Kings Point, NY 10024
Triades Family Trust	Adjacent Property Owner	8 Martin Court Kings Point, NY 10024
Chadi Joseph Farnoush Joseph	Adjacent Property Owner	10 Martin Court Kings Point, NY 10024
Jacob Rad Sandy Rad	Adjacent Property Owner	12 Martin Court Kings Point, NY 10024
Benjamin Arfin Trust	Adjacent Property Owner	14 Martin Court Kings Point, NY 10024
Saeed Shamsian Edna Shamsian	Adjacent Property Owner	16 Martin Court Kings Point, NY 10024
West Shore 26 LLC	Adjacent Property Owner	192 West Shore Road Kings Point, NY 10024
Sandra Atlas Bass	Adjacent Property Owner	188 West Shore Road Kings Point, NY 10024
Nathaniel Aryeh Howard Sosnik	Adjacent Property Owner	195 West Shore Road Kings Point, NY 10024
Nassim Roland Shiva Roland	Adjacent Property Owner	197 West Shore Road Kings Point, NY 10024
Newsday	Local News Media	6 Corporate Center Drive Melville, NY 11747
Water Authority of Great Neck North	Public Water Supplier	50 Watermill Lane Great Neck, NY 10021
Brendan Nelson	Principal, Richard S. Sherman Great Neck North Middle School	77 Polo Road Great Neck, NY 11023
Irene Dicker	Director, UMJCA Preschool	130 Steamboat Road Great Neck, NY 11024
Rear Admiral Anthony J. Ceraolo	Superintendent, US Merchant Marine Academy	300 Steamboat Road Kings Point, NY 11024
Document Repository*	Contact Person	Address
Great Neck Public Library – Main Building	Christy Orquera, MLS Head of Adult Services and Reference Librarian	159 Bayview Avenue Great Neck, NY 11023

Confirmation from the Library that it can be used as a document repository is included as **Appendix F**.

FIGURES







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& HYDROGEOLOGIST, D.P.C.

630 Johnson Avenue, Suite 7
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TAX MAP

190 West Shore Road
Kings Point, NY

FIGURE NO:

1



Vicinity Map

190 West Shore Road
Kings Point, NY



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SITE PLAN

190 West Shore Road
Kings Point, NY

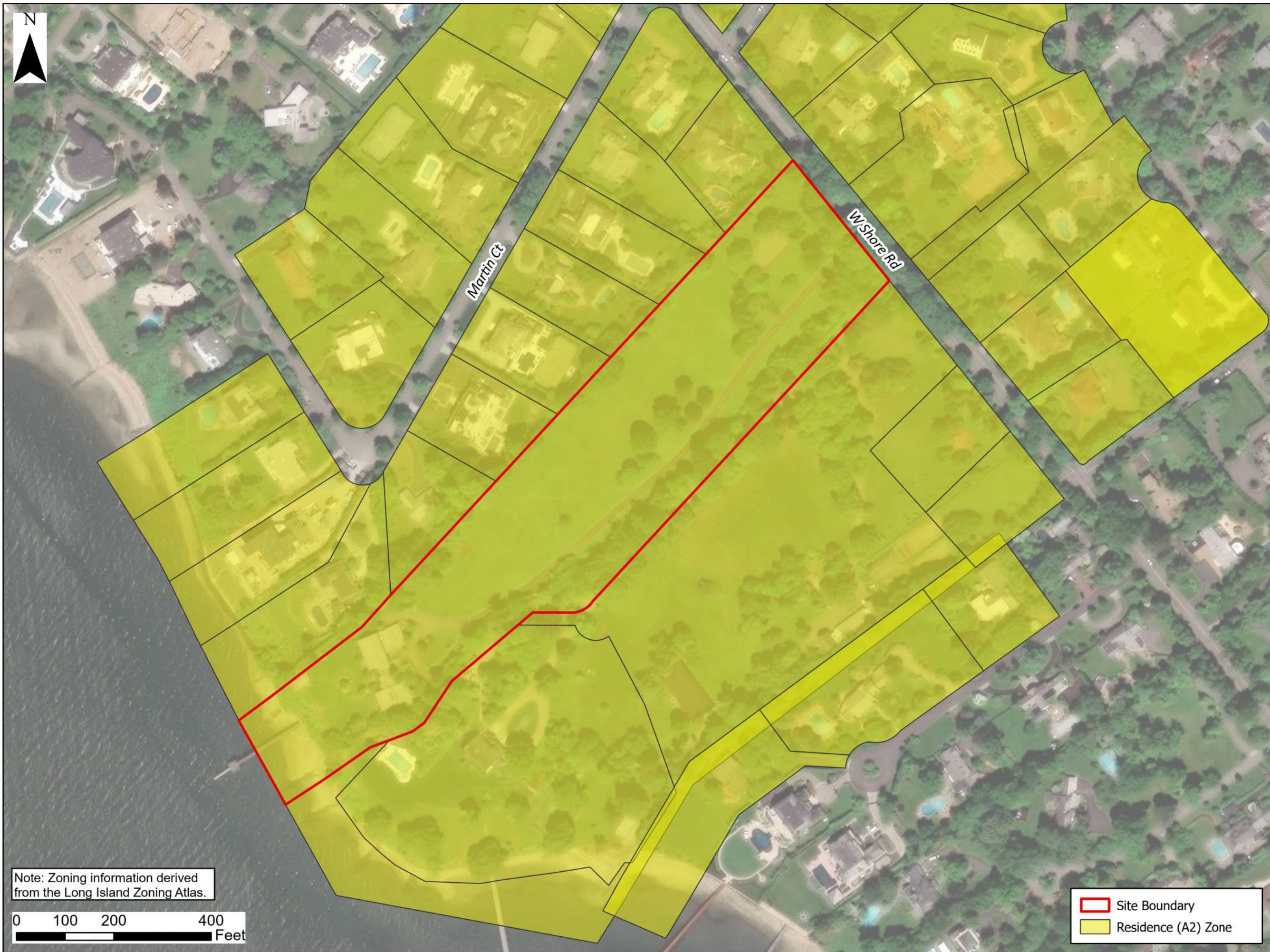
FIGURE NO:

3

Site Boundary

Tax Lot

Document Path: W:\Projects\E-L\HKD\2602\map files\BCPApplication.aprx



Note: Zoning information derived from the Long Island Zoning Atlas.

0 100 200 400 Feet

- Site Boundary
- Residence (A2) Zone



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LAND USE MAP

190 West Shore Road
Kings Point, NY

FIGURE NO:



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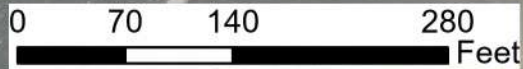
**SAMPLE LOCATION
MAP**

190 West Shore Road
Kings Point, NY

FIGURE NO:

5

Reference:
- Supplemental Phase II ESA, Nelson, Pope &
Voorhis, February 20, 2024.



- Site Boundary
- One Acre Grid
- Phase II ESA Sample
- Supplemental Phase II
ESA Sample



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SOIL SAMPLE RESULTS -
METALS 0"-3" INTERVAL

190 West Shore Road
Kings Point, NY

FIGURE NO:

6

Reference:
- Supplemental Phase II ESA, Nelson, Pope &
Voorhis, February 20, 2024.



- Site Boundary
- One Acre Grid
- Phase II ESA Sample
- Supplemental Phase II
ESA Sample
- One or More Compound
Exceeds RUSCO
- One or More Compound
Exceeds UUSCO



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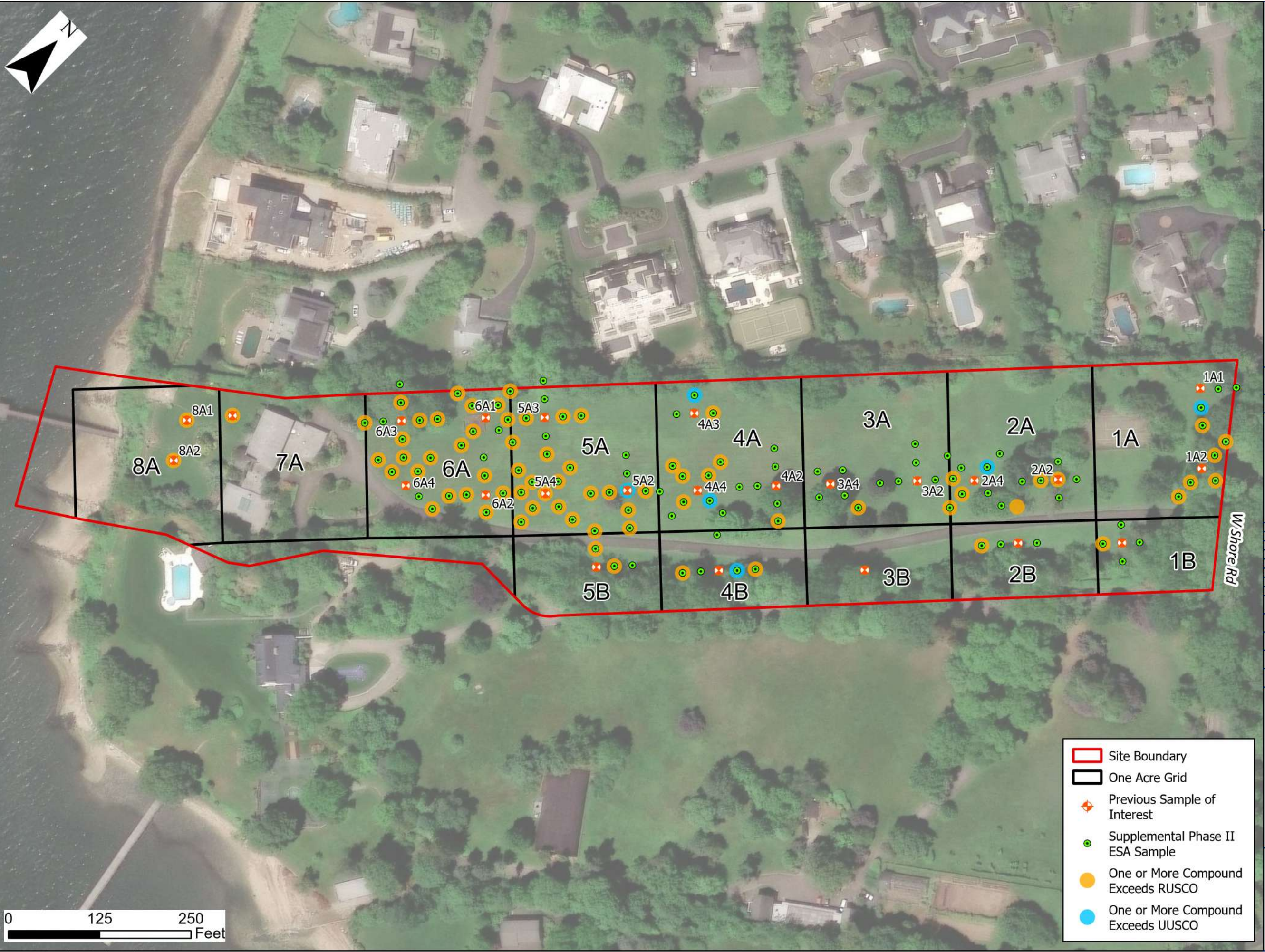
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**SOIL SAMPLE RESULTS -
METALS 10"-12" INTERVAL**

190 West Shore Road
Kings Point, NY

FIGURE NO:

7





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SOIL SAMPLE RESULTS -
METALS 24"-26" INTERVAL

190 West Shore Road
Kings Point, NY

FIGURE NO:

8



- Site Boundary
- One Acre Grid
- Phase II ESA Sample
- Supplemental Phase II ESA Sample
- One or More Compound Exceeds RUSCO
- One or More Compound Exceeds UUSCO

0 125 250
Feet



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**SOIL SAMPLE RESULTS -
METALS 36"-48" INTERVAL**

190 West Shore Road
Kings Point, NY

FIGURE NO:

9



- One Acre Grid
- Site Boundary
- Phase II ESA Sample
- Supplemental Phase II ESA Sample
- One or More Compound Exceeds RUSCO
- One or More Compound Exceeds UUSCO



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**SOIL SAMPLE RESULTS -
PESTICIDES 0"-3"
INTERVAL**

190 West Shore Road
Kings Point, NY

FIGURE NO:

10



- Site Boundary
- One Acre Grid
- Phase II ESA Sample
- Supplemental Phase II ESA Sample
- One or More Compound Exceeds RUSCO
- One or More Compound Exceeds UUSCO

TABLES



Table 1
Phase II ESA Soil Data - Metals
190 West Shore Road

Parameter	Part 375 Unrestricted	Part 375 Residential	Part 375 Protection of Ecological Resources	Part 375 Protection of Groundwater	1A1	1A1 (10-12)	1A1 (24-26)	1A2	1A2 (10-12)	1A2 (24-26)	1A3	1A4	1B	1B (10-12)	1B (24-26)	2A1	2A2	2A2 (10-12)	2A2 (24-26)	2A3	2A4	2A4 (10-12)	2A4 (24-26)	2B	2B (10-12)	2B (24-26)	3A1	3A2
Metals (mg/kg)																												
Arsenic	13	16	13	16	29.9	5.56	3.24	27.6	8.41	3.15	11.4	8.11	38.5	4.36	<1.67	6.5	39.7	33.5	8.55	4.44	46.2	4.8	2.7	113	5.14	2.14	13.8	44.4
Barium	410	410	433	820	34.8	NA	NA	36.6	NA	NA	61.4	54	47.7	NA	NA	65.6	48.7	NA	NA	63.4	72.6	NA	NA	598	69.3	48.4	54	70.4
Cadmium	2.5	2.5	4	7.5	<1.65	NA	NA	<1.65	NA	NA	<1.70	<1.65	<1.65	NA	NA	<1.74	<1.89	NA	NA	<1.85	<1.74	NA	NA	<15.5	<1.80	<1.65	<1.65	<1.67
Trivalent Chromium	30	30	160	NS	16.9	NA	NA	18.7	NA	NA	19.4	20.4	21.9	NA	NA	22.4	21.9	NA	NA	24.1	24	NA	NA	220	20.1	17.1	19.5	19.8
Copper	50	280	50	1720	23.6	NA	NA	20.4	NA	NA	15.8	16.8	18.1	NA	NA	19.4	42.8	NA	NA	15.2	33.6	NA	NA	161	NA	NA	15.3	27.6
Lead	63	400	63	450	81.5	NA	NA	66	NA	NA	45	63.6	127	NA	NA	62.2	65.7	NA	NA	28.8	193	NA	NA	355	NA	NA	32.8	155
Manganese	1600	2000	1600	2000	186	NA	NA	201	NA	NA	601	534	452	NA	NA	638	279	NA	NA	730	1270	NA	NA	4960	706	273	700	777
Mercury	0.18	0.30	0.18	0.73	0.46	NA	NA	0.39	NA	NA	0.16	0.13	0.07	NA	NA	0.1	0.31	NA	NA	0.12	0.12	NA	NA	1.04	0.2	0.03	0.1	0.14
Nickel	30	87	30	130	8.25	NA	NA	9.62	NA	NA	14.3	17	20.3	NA	NA	17.9	8.43	NA	NA	19.9	16.8	NA	NA	221	15.6	11.1	16.9	15.5
Zinc	109	1300	109	2480	27.1	NA	NA	30.8	NA	NA	42.9	42.2	40.6	NA	NA	54.5	30.5	NA	NA	41.4	41	NA	NA	364	NA	NA	38.1	70.7

Parameter	Part 375 Unrestricted	Part 375 Residential	Part 375 Protection of Ecological Resources	Part 375 Protection of Groundwater	3A2 (10-12)	3A2 (24-26)	3A3	3A4	3A4 (10-12)	3A4 (24-26)	3B	4A1	4A2	4A2 (10-12)	4A2 (24-26)	4A3	4A3 (10-12)	4A3 (24-26)	4A4	4A4 (10-12)	4A4 (24-26)	4B	4B (10-12)	4B (24-26)	5A1	5A2	5A2 (10-12)	5A2 (24-26)
Metals (mg/kg)																												
Arsenic	13	16	13	16	7.28	4.25	4.86	19	5.73	3.79	15.5	7.15	23.5	8.54	4.07	22.6	5.76	3.11	58.4	11.8	3.58	33.1	2.12	3.42	11.9	26.9	14.1	3.87
Barium	410	410	433	820	NA	NA	53	84.6	NA	NA	51.7	66.8	49.4	NA	NA	78.1	NA	NA	63	NA	NA	53.5	NA	NA	52.9	48.6	NA	NA
Cadmium	2.5	2.5	4	7.5	NA	NA	<1.81	<1.65	NA	NA	<1.74	<1.68	<1.68	NA	NA	<1.84	NA	NA	<1.87	NA	NA	<1.65	NA	NA	<1.70	<1.65	NA	NA
Trivalent Chromium	30	30	160	NS	NA	NA	20.1	19.6	NA	NA	19.4	18.1	18.8	NA	NA	19.1	NA	NA	20.8	NA	NA	18.3	NA	NA	18.6	19.6	NA	NA
Copper	50	280	50	1720	NA	NA	14.3	15.2	NA	NA	14.2	11.5	12.9	NA	NA	14.7	NA	NA	19.9	NA	NA	19.7	NA	NA	16.2	17.8	NA	NA
Lead	63	400	63	450	NA	NA	32.5	75.2	NA	NA	46.4	20	82.8	NA	NA	56.3	NA	NA	203	NA	NA	101	NA	NA	36.1	60.8	NA	NA
Manganese	1600	2000	1600	2000	NA	NA	704	583	NA	NA	337	593	290	NA	NA	544	NA	NA	672	NA	NA	293	NA	NA	318	450	NA	NA
Mercury	0.18	0.30	0.18	0.73	NA	NA	0.1	0.09	NA	NA	0.08	0.03	0.09	NA	NA	0.11	NA	NA	0.13	NA	NA	0.14	NA	NA	0.15	0.25	NA	NA
Nickel	30	87	30	130	NA	NA	15.6	15.5	NA	NA	17.2	13.5	14.6	NA	NA	15.4	NA	NA	16	NA	NA	12.8	NA	NA	15.6	14.1	NA	NA
Zinc	109	1300	109	2480	NA	NA	41	48.5	NA	NA	37.2	41.4	39.2	NA	NA	44.7	NA	NA	47.6	NA	NA	37.4	NA	NA	44.4	42.7	NA	NA

Parameter	Part 375 Unrestricted	Part 375 Residential	Part 375 Protection of Ecological Resources	Part 375 Protection of Groundwater	5A3	5A3 (10-12)	5A3 (24-26)	5A4	5A4 (10-12)	5A4 (24-26)	5B	6A1	6A1 (10-12)	6A1 (24-26)	6A2	6A3	6A3 (10-12)	6A3 (24-26)	6A4	7A	7A (10-12)	7A (24-26)	8A1	8A1 (10-12)	8A2	8A2 (10-12)	8A2 (24-26)
Metals (mg/kg)																											
Arsenic	13	16	13	16	16.1	7.25	<13.6	95.9	85	29.6	16.5	30.5	48.4	9	132	43	17.5	12.2	80.4	128	61.4	19.4	181	26.7	148	86.7	5.95
Barium	410	410	433	820	61.4	NA	NA	49.8	NA	NA	40.9	79	NA	NA	50.6	55.9	NA	NA	56	53.1	NA	NA	61.8	NA	51.1	NA	NA
Cadmium	2.5	2.5	4	7.5	<1.65	NA	NA	<1.82	NA	NA	<1.65	<1.70	NA	NA	<1.66	<1.79	NA	NA	<1.83	3.13	2.05	<1.65	2.62	NA	<1.65	NA	NA
Trivalent Chromium	30	30	160	NS	20.7	NA	NA	20.7	NA	NA	15.5	20.2	NA	NA	15.1	14.1	NA	NA	17.7	20.1	NA	NA	26.6	NA	18.1	NA	NA
Copper	50	280	50	1720	19.5	NA	NA	21	NA	NA	13.8	24.5	NA	NA	17.8	16.2	NA	NA	19.7	17.9	NA	NA	27.2	NA	20.1	NA	NA
Lead	63	400	63	450	48.6	NA	NA	136	NA	NA	52.3	198	NA	NA	147	26.8	NA	NA	89.1	74.2	NA	NA	269	NA	196	NA	NA
Manganese	1600	2000	1600	2000	641	NA	NA	262	NA	NA	275	305	NA	NA	414	636	NA	NA	361	464	NA	NA	600	NA	308	NA	NA
Mercury	0.18	0.30	0.18	0.73	0.12	NA	NA	<0.01	NA	NA	0.07	0.16	NA	NA	0.11	0.05	NA	NA	0.23	1.21	0.39	0.22	1.48	NA	0.94	0.7	0.05
Nickel	30	87	30	130	17.9	NA	NA	13	NA	NA	17	18.3	NA	NA	17.9	17.2	NA	NA	17.2	21.3	NA	NA	19.1	NA	18.4	NA	NA
Zinc	109	1300	109	2480	49.3	NA	NA	46.4	NA	NA	28.7	82.2	NA	NA	42	38.6	NA	NA	49.8	51.8	NA	NA	64.3	NA	46.6	NA	NA

Notes:
Data taken from July 27, 2023 Phase II ESA
Except where otherwise noted, sample depths are 0 to 3 inches below grade
NS = No Standard
NA = Not Analyzed
Values preceded by "<" are non-detects (below the laboratory reporting limit shown).
Yellow highlighted vaules exceed Unrestricted Use SCOs
Orange highlighted vaules exceed Residential Use SCOs

Table 2
Phase II ESA Soil Data - Pesticides
190 West Shore Road

Parameter	Part 375 Unrestricted	Part 375 Residential	Part 375 Protection of Ecological Resources	Part 375 Protection of Groundwater	1A1	1A2	1A3	1A4	1B	2A1	2A2	2A3	2A4	2B	2B (10-12)	2B (24-26)	3A1	3A2	3A3	3A4	3B
Pesticides (ug/kg)																					
4,4'-DDD	3.3	1200	3.3	14000	<2.26	15	16.8	27.5	18.9	13.8	15.3	14.2	14.6	176	NA	NA	14	25	14.4	14.1	<2.19
4,4'-DDE	3.3	780	3.3	9300	59	<2.35	95.1	41.3	139	37.5	<2.51	56.2	<2.41	1190	NA	NA	64.5	117	123	77.6	13.1
4,4'-DDT	3.3	780	3.3	135000	24.3	73.4	28	29.1	48.9	23.5	127	25.4	284	328	NA	NA	35.7	67	41.5	40.4	16
Aldrin	4.8	8.8	140	190	<2.26	10.4	10.7	<2.29	<2.32	10.4	11.1	10.5	<2.41	102	<2.51	<2.00	10.2	<2.45	10.3	10.4	<2.19
alpha-BHC	20	42	40	20	7.85	9.09	8.49	7.92	8.05	8.94	8.73	8.27	9.5	89.8	NA	NA	8.57	9.16	8.86	8.19	8.18
Chlordane (alpha)	14	140	1300	4500	15.7	87.5	44.5	38.3	81.4	61.8	60.9	48.2	82.2	694	NA	NA	58.6	43.4	80.1	50.4	<5.49
delta-BHC	21	100000	40	100	<5.64	11.4	18.8	14.4	11.3	13.9	12.3	11.8	12	115	NA	NA	11.8	11.9	11.2	11.5	11.4
Dieldrin	5	17	6	100	<2.26	14.4	13.5	<2.29	13.2	12.7	20.2	13.9	13.6	130	<2.51	<2.00	12.9	14.3	<2.33	<2.35	16.9
Endosulfan I	4300	8400	NS	65000	<5.64	<5.87	<6.11	<5.72	<5.80	<5.76	<6.29	<5.92	<6.02	<58.5	NA	NA	11.4	11.6	<5.81	<5.88	10.4
Endosulfan II	4300	8400	NS	44000	<5.64	<5.87	12	<5.72	<5.80	12.4	<6.29	<5.92	<6.02	<58.5	NA	NA	11.5	<6.14	<5.81	<5.88	10.8
Endosulfan Sulfate	4300	8400	NS	47000	<5.64	8.2	<6.11	<5.72	8.46	7.83	<6.29	<5.92	14.5	<58.5	NA	NA	7.94	<6.14	<5.81	<5.88	7.96
Endrin	14	1200	14	60	9.68	46.7	10.4	9.52	9.74	36.2	10.7	9.6	40.7	96.4	NA	NA	9.51	20.8	9.53	24.5	9.15
Endrin Aldehyde	NS	NS	NS	NS	9.93	10.7	10.7	9.84	<5.80	<5.76	10.6	11.4	16.9	<58.5	NA	NA	10.1	10.4	19.3	<5.88	<5.49
Endrin Ketone	NS	NS	NS	NS	<5.64	<5.87	<6.11	<5.72	<5.80	<5.76	11.6	<5.92	<6.02	<58.5	NA	NA	<5.84	<6.14	<5.81	<5.88	<5.49
Heptachlor	13	120	140	380	<5.64	<5.87	9.76	<5.72	9.62	9.24	<6.29	9.52	9.42	95.9	NA	NA	8.95	10.5	<5.81	9.11	11.6
Heptachlor Epoxide	NS	NS	NS	NS	<5.64	9.98	11.3	9.52	11.1	9.42	12.3	9.62	15.2	113	NA	NA	10	9.99	9.44	11.5	<5.49
Methoxychlor	NS	NS	NS	NS	<5.64	<5.87	<6.11	<5.72	<5.80	<5.76	<6.29	<5.92	8	<58.5	NA	NA	<5.84	<6.14	<5.81	<5.88	<5.49
trans-Chlordane	NS	NS	NS	NS	11.4	14.8	11.3	12.7	15	10.8	21.9	11.5	16.9	149	NA	NA	11.8	11.7	10.7	11.6	12.4

Parameter	Part 375 Unrestricted	Part 375 Residential	Part 375 Protection of Ecological Resources	Part 375 Protection of Groundwater	4A1	4A2	4A3	4A4	4B	5A1	5A2	5A3	5A4	5B	6A1	6A2	6A3	6A4	7A	8A1	8A2
Pesticides (ug/kg)																					
4,4'-DDD	3.3	1200	3.3	14000	<2.45	18.7	14.7	16.6	14.8	13.5	14.5	18.2	14.4	17.9	16.8	16.1	19.7	14.2	13.2	14.1	14.9
4,4'-DDE	3.3	780	3.3	9300	84.9	87.3	198	214	211	20.2	96.6	168	63.3	<2.18	<2.37	34.8	177	141	129	<2.31	<2.31
4,4'-DDT	3.3	780	3.3	135000	52.5	69.6	78.3	91.5	98.2	17.6	38.7	71.3	35.4	127	70.2	20.9	45.4	88.6	80.9	190	197
Aldrin	4.8	8.8	140	190	10.8	10	<2.44	10.7	9.75	<2.24	<2.33	10.5	<2.35	<2.18	10.4	<2.34	<2.22	10.4	9.95	<2.31	<2.31
alpha-BHC	20	42	40	20	8.51	8.52	8.62	8.72	8.08	7.82	8.22	9.12	8.98	7.65	8.88	8.58	8.43	8.77	8.3	8.32	8.37
Chlordane (alpha)	14	140	1300	4500	31.4	119	35.4	96.2	104	61.6	52.3	115	36.9	68	195	76.4	154	<5.94	<5.49	168	97.7
delta-BHC	21	100000	40	100	13.4	11.6	12.4	11.8	10.8	11	11.7	11.7	11.7	10.6	11.7	11.4	10.8	11.6	10.7	11.3	11.3
Dieldrin	5	17	6	100	19.3	12.6	16.6	13.5	13.6	12.4	17.5	13.4	14.1	12.1	16	12.9	14.3	34	29.8	16.3	12.9
Endosulfan I	4300	8400	NS	65000	12.6	11.2	11.9	<5.94	10.6	<5.60	11.3	<6.00	11.5	<5.46	<5.93	<5.86	11	19.4	18	<5.78	<5.78
Endosulfan II	4300	8400	NS	44000	12.3	11.3	12.3	11.7	<5.58	<5.60	<5.82	<6.00	<5.88	11.1	11.7	<5.86	11	11.8	10.8	11.7	11.4
Endosulfan Sulfate	4300	8400	NS	47000	9.66	7.7	8.23	8.38	7.54	<5.60	8.55	9.41	<5.88	11.3	11.1	<5.86	8.03	9.36	7.64	13	15.9
Endrin	14	1200	14	60	9.81	9.37	10.1	38.9	37.5	9.54	9.86	42.4	10.3	8.98	54	9.92	9.14	114	105	59.9	9.36
Endrin Aldehyde	NS	NS	NS	NS	<6.13	<5.70	<6.11	<5.94	10.9	<5.60	<5.82	<6.00	<5.88	9.26	<5.93	<5.86	<5.55	<5.94	<5.49	9.94	<5.78
Endrin Ketone	NS	NS	NS	NS	<6.13	<5.70	<6.11	<5.94	10.7	<5.60	<5.82	<6.00	<5.88	<5.46	<5.93	<5.86	<5.55	<5.94	<5.49	<5.78	<5.78
Heptachlor	13	120	140	380	13.3	12	11.1	11.3	8.79	<5.60	12.6	11.3	9.66	<5.46	10.7	9.33	10.8	12.2	10.6	9.8	12.5
Heptachlor Epoxide	NS	NS	NS	NS	10.3	10.6	9.94	10.3	11.7	9.38	11.5	17.4	9.75	9.68	29.4	14.4	27.2	48.8	43.8	20.2	23
Methoxychlor	NS	NS	NS	NS	<6.13	<5.70	<6.11	7.1	8.37	<5.60	5.85	<6.00	<5.88	<5.46	<5.93	<5.86	<5.55	<5.94	<5.49	8.69	6.45
trans-Chlordane	NS	NS	NS	NS	12.1	14.9	11.4	15.2	17.1	11.6	12.3	18.2	11.6	13.6	25.8	14.3	16.3	107	99.4	30	20.5

Notes:
Data taken from July 27, 2023 Phase II ESA
Except where otherwise noted, sample depths are 0 to 3 inches below grade
NS = No Standard
NA = Not Analyzed
Values preceded by "<" are non-detects (below the laboratory reporting limit shown).
Yellow highlighted vaules exceed Unrestricted Use SCOs
Orange highlighted vaules exceed Residential Use SCOs

Table 3
Supplemental Phase II ESA Soil Data - Arsenic
190 West Shore Road

Sample ID	0 to 3 inches below grade	10 to 12 inches below grade	24 to 26 inches below grade	36 to 38 inches below grade	46 to 48 inches below grade	Sample ID	0 to 3 inches below grade	10 to 12 inches below grade	24 to 26 inches below grade	36 to 38 inches below grade	46 to 48 inches below grade
Arsenic (mg/kg)											
Node 1A1 - 25 foot Step Out						Node 1A1 - 50 foot Step Out					
1A1-N-25	14.8	NA	NA	NA	NA	1A1-N-50	NA	NA	NA	NA	NA
1A1-S-25	141	13.2	NA	NA	NA	1A1-S-50	39	22.8	6.21	NA	NA
1A1-E-25	54.3	9.05	NA	NA	NA	1A1-E-50	36.9	7.62	NA	NA	NA
1A1-W-25	3.48	NA	NA	NA	NA	1A1-W-50	NA	NA	NA	NA	NA
Node 1A2 - 25 foot Step Out						Node 1A2 - 50 foot Step Out					
1A2-NE-25	28.9	17.7	2.48	NA	NA	1A2-NE-50	17.4	17.5	U	NA	NA
1A2-NW-25	15.9	NA	NA	NA	NA	1A2-NW-50	NA	NA	NA	NA	NA
1A2-SE-25	29.7	18.1	3.73	NA	NA	1A2-SE-50	14.2	NA	NA	NA	NA
1A2-SW-25	41.4	19.1	4.28	NA	NA	1A2-SW-50	61.8	21.1	8.64	NA	NA
Node 2A2 - 25 foot Step Out						Node 2A2 - 50 foot Step Out					
2A2-N-25	14.6	3.97	NA	NA	NA	2A2-N-50	NA	NA	NA	NA	NA
2A2-S-25	14.2	5.2	NA	NA	NA	2A2-S-50	NA	NA	NA	NA	NA
2A2-E-25	4.12	12.2	NA	NA	NA	2A2-E-50	NA	NA	NA	NA	NA
2A2-W-25	38.8	47.7	27.2	NA	NA	2A2-W-50	26.5	3.34	NA	NA	NA
Node 2A4 - 25 foot Step Out						Node 2A4 - 50 foot Step Out					
2A4-NE-25	79.8	9.02	NA	NA	NA	2A4-NE-50	60.4	9.49	NA	NA	NA
2A4-NW-25	54.4	13.5	NA	NA	NA	2A4-NW-50	61.3	7.32	NA	NA	NA
2A4-SE-25	61.1	10.2	NA	NA	NA	2A4-SE-50	51.7	24	7.9	NA	NA
2A4-SW-25	46.8	76.1	5.51	NA	NA	2A4-SW-50	53.2	51.4	8.76	NA	NA
Node 3A2 - 25 foot Step Out						Node 3A2 - 50 foot Step Out					
3A2-N-25	35.8	4.88	NA	NA	NA	3A2-N-50	42	6.19	NA	NA	NA
3A2-S-25	U	NA	NA	NA	NA	3A2-S-50	NA	NA	NA	NA	NA
3A2-E-25	60.6	6.64	NA	NA	NA	3A2-E-50	38	48.9	4.62	NA	NA
3A2-W-25	24.2	11.7	NA	NA	NA	3A2-W-50	21.9	5.2	NA	NA	NA
Node 3A4 - 25 foot Step Out						Node 3A4 - 50 foot Step Out					
3A4-NE-25	16.6	5.28	NA	NA	NA	3A4-NE-50	13.8	NA	NA	NA	NA
3A4-NW-25	25	4.63	NA	NA	NA	3A4-NW-50	10.3	NA	NA	NA	NA
3A4-SE-25	23.3	11.8	NA	NA	NA	3A4-SE-50	95	35.9	11.6	NA	NA
3A4-SW-25	16.6	4.51	NA	NA	NA	3A4-SW-50	NA	NA	NA	NA	NA
Node 4A2 - 25 foot Step Out						Node 4A2 - 50 foot Step Out					
4A2-N-25	16	4.64	NA	NA	NA	4A2-N-50	21.7	8.45	NA	NA	NA
4A2-S-25	23	11.7	NA	NA	NA	4A2-S-50	33.7	21.7	13.4	NA	NA
4A2-E-25	15.3	NA	NA	NA	NA	4A2-E-50	NA	NA	NA	NA	NA
4A2-W-25	16.4	11.8	NA	NA	NA	4A2-W-50	16.3	4.27	NA	NA	NA
Node 4A3 - 25 foot Step Out						Node 4A3 - 50 foot Step Out					
4A3-N-25	24.3	13.8	NA	NA	NA	4A3-N-50	14	NA	NA	NA	NA
4A3-S-25	11.9	NA	NA	NA	NA	4A3-S-50	NA	NA	NA	NA	NA
4A3-E-25	35	27	7.59	NA	NA	4A3-E-50	12.3	NA	NA	NA	NA
4A3-W-25	24.4	10.5	NA	NA	NA	4A3-W-50	8.81	NA	NA	NA	NA
Node 4A4 - 25 foot Step Out						Node 4A4 - 50 foot Step Out					
4A4-NE-25	44.9	27.2	5.37	NA	NA	4A4-NE-50	35.1	32.4	20.5	NA	NA
4A4-NW-25	31.9	62.7	104	NA	NA	4A4-NW-50	77.9	53.2	3.72	NA	NA
4A4-SE-25	58.2	13.2	NA	NA	NA	4A4-SE-50	29.1	5.95	NA	NA	NA
4A4-SW-25	72.7	63.2	16.5	NA	NA	4A4-SW-50	18.6	9.38	NA	NA	NA
Node 5A2 - 25 foot Step Out						Node 5A2 - 50 foot Step Out					
5A2-N-25	21.3	9.75	NA	NA	NA	5A2-N-50	18.2	6.13	NA	NA	NA
5A2-S-25	37.3	30.7	5.56	NA	NA	5A2-S-50	44.8	23.3	2.52	NA	NA
5A2-E-25	21.2	21.1	10.9	NA	NA	5A2-E-50	82.7	9.8	14.4	NA	NA
5A2-W-25	62.6	17.5	5.91	NA	NA	5A2-W-50	128	108	28	NA	NA
Node 5A3 - 25 foot Step Out						Node 5A3 - 50 foot Step Out					
5A3-N-25	29.6	5.14	NA	NA	NA	5A3-N-50	25.7	6.37	NA	NA	NA
5A3-S-25	21.8	8.97	NA	NA	NA	5A3-S-50	36.5	23.3	4.66	NA	NA
5A3-E-25	16	17.3	8.02	NA	NA	5A3-E-50	17.6	19.7	7.12	NA	NA
5A3-W-25	26.8	25.6	2.47	NA	NA	5A3-W-50	16.3	16	20.8	NA	NA
Node 5A4 - 25 foot Step Out						Node 5A4 - 50 foot Step Out					
5A4-NE-25	74.6	27.4	14.7	2.97	13.9	5A4-NE-50	47.8	36.1	15.2	3.17	NA
5A4-NW-25	121	78.8	2.31	4.2	6.7	5A4-NW-50	41.8	12.8	NA	NA	NA
5A4-SE-25	194	149	5.72	2.73	4.39	5A4-SE-50	124	46.3	10.2	NA	NA
5A4-SW-25	116	119	29.4	34.8	19.2	5A4-SW-50	140	43.2	15	3.92	2.36
Node 6A1 - 25 foot Step Out						Node 6A1 - 50 foot Step Out					
6A1-NE-25	21.7	36.3	10.7	NA	NA	6A1-NE-50	20.9	19.3	2.55	NA	NA
6A1-NW-25	42.4	52.7	3.29	NA	NA	6A1-NW-50	50.5	59.6	32.2	NA	NA
6A1-SE-25	19.5	12.7	NA	NA	NA	6A1-SE-50	70.5	22.9	7.28	NA	NA
6A1-SW-25	40.5	20.8	8.02	NA	NA	6A1-SW-50	123	19.9	4.67	NA	NA
Node 6A2 - 25 foot Step Out						Node 6A2 - 50 foot Step Out					
6A2-N-25	92.4	171	13.7	NA	NA	6A2-N-50	42.7	7.16	NA	NA	NA
6A2-S-25	123	62.7	28.4	NA	NA	6A2-S-50	No Samples Collected				
6A2-E-25	169	54.2	8.04	NA	NA	6A2-E-50	114	80.8	13.1	NA	NA
6A2-W-25	113	37	13.9	NA	NA	6A2-W-50	105	31.6	34.3	NA	NA
Node 6A3 - 25 foot Step Out						Node 6A3 - 50 foot Step Out					
6A3-N-25	16.8	155	11.5	NA	NA	6A3-N-50	11.2	1.83	NA	NA	NA
6A3-S-25	84.4	96	7.33	NA	NA	6A3-S-50	102	116	3.98	NA	NA
6A3-E-25	58.5	82.7	4.03	NA	NA	6A3-E-50	19.9	11.2	NA	NA	NA
6A3-W-25	101	6.77	NA	NA	NA	6A3-W-50	110	145	22.9	NA	NA
Node 6A4 - 25 foot Step Out						Node 6A4 - 50 foot Step Out					
6A4-NE-25	145	190	12.7	NA	NA	6A4-NE-50	98.9	95.1	6.09	NA	NA
6A4-NW-25	87.5	68.2	5.78	NA	NA	6A4-NW-50	116	122	32.3	NA	NA
6A4-SE-25	196	5.78	20.8	NA	NA	6A4-SE-50	175	48.5	11.6	NA	NA
6A4-SW-25	No Samples Collected					6A4-SW-50	No Samples Collected				
Node 1B - 25 foot Step Out						Node 1B - 50 foot Step Out					
1B-N-25	18.4	6.26	NA	NA	NA	1B-N-50	11.3	NA	NA	NA	NA
1B-S-25	46.4	9.52	NA	NA	NA	1B-S-50	No Samples Collected				
1B-E-25	22.3	4.36	NA	NA	NA	1B-E-50	No Samples Collected				
1B-W-25	39.8	20.2	U	NA	NA	1B-W-50	12.4	NA	NA	NA	NA
Node 2B - 25 foot Step Out						Node 2B - 50 foot Step Out					
2B-N-25	No Samples Collected					2B-N-50	13.2	NA	NA	NA	NA
2B-S-25	No Samples Collected					2B-S-50	No Samples Collected				
2B-E-25	54.6	10.3	NA	NA	NA	2B-E-50	12.8	NA	NA	NA	NA
2B-W-25	36	3.68	NA	NA	NA	2B-W-50	23	22.5	9.94	NA	NA
Node 4B - 25 foot Step Out						Node 4B - 50 foot Step Out					
4B-N-25	No Samples Collected					4B-N-50	17	4.76	NA	NA	NA
4B-S-25	No Samples Collected					4B-S-50	No Samples Collected				
4B-E-25	87.4	13	NA	NA	NA	4B-E-50	106	50.9	21.8	NA	NA
4B-W-25	50.8	4.44	NA	NA	NA	4B-W-50	42	32.9	2.8	NA	NA
Node 5B - 25 foot Step Out						Node 5B - 50 foot Step Out					
5B-N-25	41	18.2	11.1	NA	NA	5B-N-50	59.9	40.8	31.5	NA	NA
5B-S-25	No Samples Collected					5B-S-50	No Samples Collected				
5B-E-25	67.1	55.5	7.34	NA	NA	5B-E-50	60.4	8.38	NA	NA	NA
5B-W-25	No Samples Collected					5B-W-50	No Samples Collected				

Notes:
Data taken from February 20, 2024 Supplemental Phase II ESA
NS = No Standard
NA = Not Analyzed
U = Not Detected
Highlighted vaules exceed the Unrestricted Use SCO of 13 mg/kg for arsenic

Table 4
Supplemental Phase II ESA Soil Data - Metals and Pesticides
190 West Shore Road

Parameter	Part 375 Unrestricted	Part 375 Residential	Part 375 Protection of Ecological Resources	Part 375 Protection of Groundwater	2B-E-25 (0 to 3 inches)	2B-W-25 (0 to 3 inches)	2B-E-25 (10 to 12 inches)	2B-N-50 (0 to 3 inches)	2B-E-50 (0 to 3 inches)
Metals (mg/kg)									
Barium	410	410	433	820	47.4	50.7	NA	67.9	NA
Trivalent Chromium	30	30	160	NS	46.2	26.2	16.8	30.1	25.1
Copper	50	280	50	1720	17.6	15.6	NA	19.6	NA
Lead	63	400	63	450	185	120	NA	65.2	NA
Manganese	1600	2000	1600	2000	307	544	NA	384	NA
Mercury	0.18	0.30	0.18	0.73	0.34	0.03	NA	0.47	NA
Nickel	30	87	30	130	14.2	14.6	NA	15.6	NA
Zinc	109	1300	109	2480	50.3	44.1	NA	59.2	NA
Pesticides (ug/kg)									
4,4'-DDD	3.3	1200	3.3	14000	16.6	16.5	NA	9.94	NA
4,4'-DDE	3.3	780	3.3	9300	47.4	94.9	NA	74.1	NA
4,4'-DDT	3.3	780	3.3	135000	37.9	35.2	NA	31.6	NA
alpha-BHC	20	42	40	20	7.27	13	NA	13.4	NA
Chlordane (alpha)	14	140	1300	4500	136	147	NA	42.8	NA
Dieldrin	5	17	6	100	3.59	3.12	NA	NA	NA

Notes:

Data taken from February 20, 2024 Supplemental Phase II ESA

NS = No Standard

NA = Not Analyzed

Highlighted vaules exceed Unrestricted Use SCOs

APPENDIX A PROPERTY SURVEY

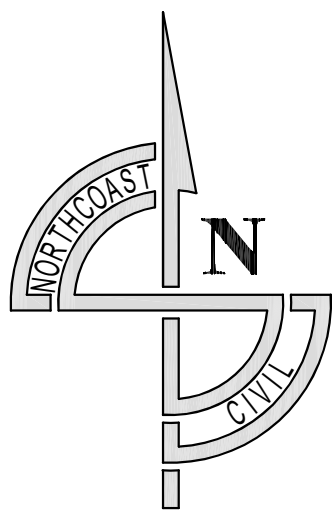


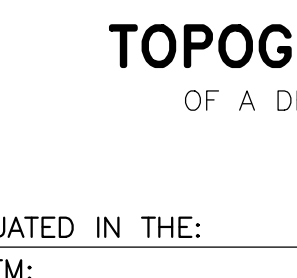
<u>LEGEND</u>	
	C.B. Catch Basin
	G.V. Gas Valve
	M.H.C. Manhole Cover
	Hyd. Hydrant
	L.P. Light Pole
	S.I.D. Surface Inlet Drain
	U.P. Utility Pole
	W.M. Water Meter
	W.V. Water Valve
	A/C Air Conditioner
	—OP —OP— Overhead Wires

NOTE: TREE SYMBOLS SHOWN ON SURVEY ARE APPROXIMATE
LOCATIONS AND NOT TO BE USED FOR BOUNDARY DETERMINATION

NOTE:  DENOTES TREE LOCATION

NOTE: ✖ DENOTES DEAD AND/OR DAMAGED TREE LOCATION



PROJECT INFORMATION		PROJECT	
DATE:	1/29/2008	 TOPOGRAPHIC MAP OF A DESCRIPTIVE PARCEL	
DRAWN BY:	E.E.N.		
CHECKED BY:	T.J.B.		
SCALE:	1"=60'		
AREA:	9.67 ACRES	SITUATED IN THE:	
	42,1427.3 SQ.FT.	INC. VILLAGE OF KINGS POINT	
DATUM:	NAVD'88	SEC. 1 BLK. 150 LOTS 29,30	
SEAL			
		39 WEST MAIN STREET OYSTER BAY, NY 11771 P:(516)922-3031 INFO@NORTHCOSTCAVIL.COM	

APPENDIX B TITLE REPORT



OMNI TITLE AGENCY

SERVING THE INDUSTRY SINCE 1978

6800 Jericho Turnpike, Suite 212E, Syosset, NY 11791 • NYC Office: 108 West 39th Street, Ste 501, New York, NY 10018
(516) 621-1100 • (631) 669-2273 • (718) 850-9911 • (212) 682-0600 • Fax (516) 945-6077 • www.omnititle.com

APPLICANT		Title Number 2505-2977427	
Navid Aminzadeh, Esq. Aminzadeh Law Group, PLLC 950 Third Avenue - Suite 901 New York, NY 10022 Reference: Hematian Legacy Court LLC from Kalimian, etal.		Phone: (212) 986-7600 Fax: (212) 937-3339 Email: NA@navidlaw.com	
REPORTS HAVE BEEN SENT TO			
<u>Copy To</u> Aminzadeh Law Group, PLLC Attn: Sabrina Mahase E-Mail: sabrina@NavidLaw.com		<u>Mortgagee</u> Citizens Bank Attn: Tracy Fox E-Mail: Tracy.F.Wagner@citizensbank.com	
<u>Mortgagee</u> Citizens Bank Attn: Jeffrey Feldman E-Mail: Jeff.Feldman@citizensbank.com		<u>Mortgagee</u> Citizens Bank Attn: Dawn Wilking E-Mail: Dawn.M.Wilking@citizensbank.com	
<u>Lenders Attorney</u> Dina Shamsian, Esq. Dina Shamsian PLLC 185 Great Neck Road Suite 416 Great Neck, NY 11021 (516) 350-6364 E-Mail: dina@shamsianlaw.com		<u>Sellers Attorney</u> Humes & Wagner, LLP Jean H. Rawa E-Mail: JRawa@humeswagner.com	
PROPERTY INFORMATION			
190 West Shore Road, Kings Point, NY 11024 County: Nassau Town: North Hempstead Tax ID Sec. 1 Block 150 Lot 29-30 (Lot Group)			
PARTIES			
Owner(s): Albert Kalimian, as Trustee of the Rouhollah Kalimian 2015 Irrevocable Trust Buyer(s): Hematian Legacy Court LLC Lender(s): Citizens Bank, N.A. its successors and/or assigns, as their interest may appear, One Citizens Plaza, Providence, RI 02903			
SERVICES			
TITLE POLICIES			
Owners Policy:	\$19,000,000.00	Fee Simple	Fee Premium: \$58,731.00
Loan Policy:	\$12,350,000.00	Mortgage	Loan Premium: \$10,114.00
Underwriter:	Commonwealth Land Title Insurance Company		



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Omni Title Agency

Contact List

Should you have any questions, kindly contact the following individuals

Name	E-Mail	Position
Evgeni Iattcheni	ei@omnititle.com	Counsel
Michael Weinreb	m@omnititle.com	President - Counsel
Aaron Krantz	aaron@omnititle.com	Vice President
Alexis Pace	alexis@omnititle.com	Applications/Status/CO-OPS
Annique Sasaki	annique@omnititle.com	Typist/Status/CO-OPS PLUS
Giovanni Cerchiara	gio@omnititle.com	Recordings/Escrows/ACRIS
Kristen Rojas	krojas@omnititle.com	Recordings/Escrows/ACRIS
Kristine Cuttler	kristine@omnititle.com	Title Clearance Officer/Policies/Closings
Liz Meli	liz@omnititle.com	Accounting
Scott Gorenstein	scott@omnititle.com	Survey Orders
Debbie Iannone	debbie@omnititle.com	Receptionist

CERTIFICATE AND REPORT OF TITLE

Issued by **Commonwealth Land Title Insurance Company**



Title No. : 2505-2977427
Premises : 190 West Shore Road, Kings Point, NY 11024
Reference : Hematian Legacy Court LLC from Kalimian, etal.

This Company certifies that in consideration of the fees, due and payable upon the delivery of this certificate, it has examined title to the premises described in Schedule A herein, in accordance with its usual procedure and agrees to issue its standard 2006 ALTA Loan/Owner's policy (with New York Endorsement) insuring such interest and the marketability thereof, after the closing of the transaction in conformance with procedures approved by the Company, excepting all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth in this certificate which are not disposed of to its satisfaction prior to such closing or issuance of the policy.

Such policy will be issued for the amount set forth herein, upon payment of the Company's fees and after the transaction has been duly closed and the closing instruments have been duly recorded and approved by the Company.

This certificate is subject to any question or objection as a result of a continuation of the title to the date of closing or which may be brought to the attention of the Company prior to the closing, or if there be no closing, before the issuance of the policy.

This certificate shall be null and void (1) if the Company's fees therefor are not paid (2) if the prospective insured, his attorney or agent, or the applicant or the person to whom this certificate is addressed, makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company (3) in any event, upon the delivery of the policy. Any claim arising by reason of the issuance of this certificate shall be restricted to the terms and conditions of the standard form of insurance policy.

If title, interest or lien to be insured was acquired by the prospective insured prior to delivery of this certificate, the Company assumes no liability except under the policy when issued.

Issued by:

Omni Title Agency.

6800 Jericho Turnpike, Suite 212E, Syosset, NY 11791

• NYC Office: 108 West 39th St, Ste 501, New York, NY 10018 •

(516) 621-1100 • (631) 669-2273 • (718) 850-9911 • (212) 682-0600 • Fax (516) 945-6077

Tel: (516) 621-1100

Fax:

Email us:

Authorized Signature

Redated and Recertified:

Closer's Signature

If you have any questions regarding this report please communicate with

CERTIFICATION PAGE

Prepared for: Navid Aminzadeh, Esq.
Premises: 190 West Shore Road, Kings Point, NY 11024

County: Nassau **City:** **Town:** North Hempstead **Village:**
Tax ID: Section 1 Block 150 Lot 29-30 (Lot Group)

Policy or Policies to be issued:
☐ **ALTA Owner's Policy 2021 (with N.Y. Endorsement Modifications)**
\$19,000,000.00

PROPOSED INSURED:
Hematian Legacy Court LLC

☐ **ALTA Loan Policy 2021 (with N.Y. Endorsement Modifications)**
\$12,350,000.00

PROPOSED INSURED:
Citizens Bank, N.A. its successors and/or assigns, as their interest may appear, One Citizens Plaza,
Providence, RI 02903

Effective Date: 8/12/2025

The estate or interest in the land described or referred to in this Certificate and covered herein
in: FEE SIMPLE

Title to said estate or interest in said land at the effective date hereof is vested in:

Albert Kalimian, as Trustee of the Rouhollah Kalimian 2015 Irrevocable Trust

Who acquired Title by Deed dated 09/30/2015 recorded 12/02/2015 in Liber 13293 Page 152 from
Roy Kalimian (also known as Rouhollah Kalimian).

The land referred to in this Certificate is described as follows:
(if not described herein, as in Schedule A).

NOTE: This Certificate is intended for Lawyers only. Such exceptions as may be set forth herein may affect marketability of title. Your Lawyer should be consulted before taking any action based upon the contents hereof. The Company's representative at the closing hereunder may not act as legal advisor to any of the parties or draw legal instruments for them. Such representative is permitted to be of assistance only to any attorney. It is advisable to have your attorney present at the closing.

Omni Title Agency
Agent for Commonwealth Land Title Insurance Company

TITLE NO. 2505-2977427

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Kings Point, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of West Shore Road, distant 378.96 feet southeasterly from the easterly terminus of the arc of a curve, which connects the southeasterly side of Martin Court with the southwesterly side of West Shore Road;

RUNNING THENCE along the southwesterly side of West Shore Road, the following two (2) courses and distances:

1. South 28 degrees 23 minutes 00 seconds East, 210.78 feet;
2. South 28 degrees 07 minutes 55 seconds East, 85.75 feet to a point of curve;

THENCE southerly along the arc of a curve bearing to the right, having a radius of 20 feet, a distance of 28.85 feet; said arc being subtended by a chord bearing South 13 degrees 11 minutes 40 seconds West, 26.41 feet;

THENCE South 54 degrees 31 minutes 15 seconds West, 882.31 feet to a point of curve;

THENCE westerly along the arc of a curve bearing to the right, having a radius of 55 feet, a distance of 44.76 feet; said arc being subtended by a chord bearing South 77 degrees 50 minutes 10 seconds West, 43.54 feet;

THENCE North 78 degrees 50 minutes 55 seconds West, 79.47 feet;

THENCE South 60 degrees 50 minutes 02 seconds West, 215 feet;

THENCE South 44 degrees 34 minutes 04 seconds West, 94.28 feet;

THENCE South 60 degrees 50 minutes 02 seconds West, 25 feet;

THENCE South 81 degrees 34 minutes 20 seconds West, 92.99 feet;

THENCE South 64 degrees 37 minutes 50 seconds West, 130 feet to Little Neck Bay;

THENCE along Little Neck Bay, the following (2) courses and distances:

- North 22 degrees 50 minutes 30 seconds West, 113.78 feet;
North 18 degrees 56 minutes 00 seconds West, 86.22 feet;

THENCE North 64 degrees 37 minutes 50 seconds East, 228.46 feet;

Omni Title Agency
Agent for Commonwealth Land Title Insurance Company

TITLE NO. 2505-2977427

THENCE North 54 degrees 10 minutes 30 seconds East, 1301.58 feet to the southwesterly side of West Shore Road at the point or place of **BEGINNING**.

FOR INFORMATION ONLY:

Section 1 Block 150 Lot 29-30 (Lot Group)

LAST DEED OF RECORD

Nassau County
Maureen O'Connell
County Clerk
Mineola, NY 11501



60 2015 00030563

Instrument Number: 2015- 00030563

As

D01 - DEED

Recorded On: December 02, 2015

Parties: KALIMIAN ROY

TO ALBERT KALIMIAN TRU

Billable Pages: 4

Num Of Pages: 5

Recorded By: RIDGE ABST

Comment:

**** Examined and Charged as Follows: ****

D01 - DEED	65.00	Blocks - Deeds	150.00	RP5217 Residential	125.00
Tax Affidavit TP 584	5.00				
Recording Charge:	345.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	0.00	4,180,085.00	RE 8872	Basic	0.00 SpecASST 0.00
N. HEMPSTEAD				Local NY CITY	0.00 SpecADDL SONYMA 0.00
EXEMPT				Additional MTA	0.00 Transfer 0.00
Tax Charge:	0.00				

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	1	150	29		N. HEMPSTEAD
1	1	150	30		N. HEMPSTEAD

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

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:

Document Number: 2015- 00030563
Receipt Number: 63129
Recorded Date/Time: December 02, 2015 12:29:22P
Book-Vol/Pg: Bk-D VI-13293 Pg-152
Cashier / Station: 0 SDS / NCCL-HBFD1

Record and Return To:

MAURICE R KASSIMIR
MAURICE KASSIMIR & ASSOCIATES PC
1375 BROADWAY - 23RD FLOOR
NEW YORK NY 10018



Maureen O'Connell
County Clerk Maureen O'Connell

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

4+1
18
11
THIS INDENTURE, made the 17th day of September in the year 2015

BETWEEN

Roy Kalimian (also known as Rouhollah Kalimian), residing at 190 West Shore Road, Kings Point, New York 11024,

party of the first part, and Albert Kalimian, as Trustee of the Rouhollah Kalimian 2015 Irrevocable Trust, with an address at 814 Chicken Valley Road, Locust Valley, New York 11360,

party of the second part,

1/150
29
and
30
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the first part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Schedule A attached hereto and made a part hereof.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

R. Kalimian

Roy Kalimian (also known as Rouhollah Kalimian)

Schedule A

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 Kings Point, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point on the Southwesterly side of West Shore Road distant 378.96 feet Southeasterly from the Easterly terminus of the arc of a curve which connects the Southeasterly side of Martin Court with the Southwesterly side of West Shore Road;

RUNNING THENCE along the Southwesterly side of West Shore Road, the following two (2) courses and distances:

1. South 28 degrees 23 minutes 00 seconds East, 210.78 feet;
2. South 28 degrees 07 minutes 55 seconds East, 85.75 feet to a point of curve;

THENCE Southerly along the arc of a curve bearing to the right having a radius of 20 feet, a distance of 28.85 feet; said arc being subtended by a chord bearing South 13 degrees 11 minutes 40 seconds West, 26.41 feet;

THENCE South 54 degrees 31 minutes 15 seconds West, 882.31 feet to a point of curve;

THENCE Westerly along the arc of a curve bearing to the right, having a radius of 55 feet, a distance of 44.76 feet; said arc being subtended by a chord bearing South 77 degrees 50 minutes 10 seconds West, 43.54 feet;

THENCE North 78 degrees 50 minutes 55 seconds West, 79.47 feet;

THENCE South 60 degrees 50 minutes 02 seconds West, 215 feet;

THENCE South 44 degrees 34 minutes 04 seconds West, 94.28 feet;

THENCE South 60 degrees 50 minutes 02 seconds West, 25 feet;

THENCE South 81 degrees 34 minutes 20 seconds West, 92.99 feet;

THENCE South 64 degrees 37 minutes 50 seconds West, 130 feet to Little Neck Bay;

THENCE along Little Neck Bay, the following (2) courses and distances:

North 22 degrees 50 minutes 30 seconds West, 113.78 feet;

North 18 degrees 56 minutes 00 seconds West, 86.22 feet;

THENCE North 64 degrees 37 minutes 50 seconds East, 228.46 feet;

THENCE North 54 degrees 10 minutes 30 seconds East, 1301.58 feet to the Southwesterly side of West Shore Road at the point or place of BEGINNING.

SUBJECT to a life estate held by Victoria Kalimian for the earlier of (a) her death or (b) eight (8)  years from the date of this deed pursuant to the terms of the Victoria Kalimian 2015 Marital Trust.

BEING AND INTENDED TO BE the same premises conveyed to the Grantor herein by deed dated October 16, 2014 and recorded in the Nassau County Clerk's Office on November 13, 2014 at Liber Book D 13145 at Page 94.

ALSO KNOWN by its street address 190 West Shore Road, Kings Point, New York 11024, and by the tax map designation Section 1, Block 150, Lots 29 and 30.

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATEState of New York, County of New York, ss:

On the 30th day of September in the year 2015,
before me, the undersigned, personally appeared Roy Kalimian (also
known as Rouhollah Kalimian)

, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) 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.

[Signature]
MARIANNE M. N. JENSEN
Notary Public, State of New York
No. 02JE5040558
Qualified in New York County
My Commission Expires March 20, 2019

**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS
TAKEN IN NEW YORK STATE**

State of New York, County of , ss:

On the day of in the year , before me, the
undersigned, a Notary Public in and for said State, personally
appeared , the
subscribing witness to the foregoing instrument, with whom I am
personally acquainted, who, being by me duly sworn, did depose and
say that he/she/they reside(s) in

(If the place of residence is in a city, include the street and street number (if any, thereof);
that he/she/they know(s)

to be the individual described in and who executed the foregoing
instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed
his/her/their name(s) as a witness thereto

Quitclaim Deed

Title No.

Roy Kalimian (a/k/a Rouhollah Kalimian)

TO

Rouhollah Kalimian 2015 Irrevocable Trust

STANDARD FORM OF NEW YORK BOARD OF TITLE
UNDERWRITERS
Distributed By

RIDGE ABSTRACT CORP.

www.ridgeabstract.com

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of , ss:

On the day of in the year , before me, the
undersigned, personally appeared

, personally known to me or proved to me on the basis of
satisfactory evidence to be the individual(s) whose name(s) 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.

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK
STATE**

*State of , County of , ss:

*(Or insert District of Columbia, Territory, Possession or Foreign
Country)

On the day of in the year , before me the
undersigned personally appeared

Personally known to me or proved to me on the basis of satisfactory
evidence to be the individual(s) whose name(s) is (are) subscribed to
the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their capacity(ies), 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, and
that such individual make such appearance before the undersigned in
the

(add the city or political subdivision and the state or country or other
place the acknowledgement was taken).

SECTION: 1

BLOCK: 150

LOT: 29 and 30

COUNTY OR TOWN: Nassau

RETURN BY MAIL TO:

Maurice R. Kassimir
Maurice Kassimir & Associates, P.C.
1375 Broadway, 23rd Floor
New York, NY 10018

SCHEDULE B

The policy does not insure against loss or damage (and the Company will not pay costs, attorneys fees or expenses) which arise by reason of the following exceptions unless they are disposed to its satisfaction.

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. NO MORTGAGES of record.
3. Rights of tenants or persons in possession.
4. Any state of facts which an accurate survey might show
OR
Survey exceptions set forth herein.
5. Identity of the parties must be established at closing.
6. Closing deed must recite derivation of title (Being and intended to be the same premises conveyed to grantor(s) herein by Deed dated 09/30/2015 recorded 12/02/2015 in Liber 13293 Page 152.)
7. Searches have been run against **The Rouhollah Kalimian 2015 Irrevocable Trust** and returns if any, appear herein. NOTHING FOUND.
- Amended 09/11/25 8. New York State Tax Warrant Searches have been conducted against **The Rouhollah Kalimian 2015 Irrevocable Trust and Hematian Legacy Court LLC** and there are no returns.
- Amended 09/17/25 9. Searches have been run against **Hematian Legacy Court LLC** and there are no returns.

**Omni Title Agency
Agent for Commonwealth Land Title Insurance Company**

TITLE NO. 2505-2977427

**AMENDED
10/01/2025**

10. Proof is required as to the following with regard to **Hematian Legacy Court LLC**, a Limited Liability Company:
- a) Proof is required of its formation and that it has not been dissolved.
 - b) Proof is also required that there has been no change in the composition of the Limited Liability Company.
 - c) **OMIT** A copy of its Articles of Organization and proof of filing.
 - d) **OMIT** A copy of its Operating Agreement, and any amendments thereto, must be delivered to the Company for review in advance of closing. Additional exceptions may be raised on review of those agreements.
 - e) **OMIT** Proof is required that the transaction to be insured has been duly authorized.

Note: Baback Hematian, Sole Member (100% interest).

**Amended
09/17/25**

11. Due to the amendment of New York State Tax Law Section 6, effective July 1, 2025, the Company will require an affidavit at closing from each seller and/or mortgagor that "there are no outstanding New York State Tax Warrants filed/docketed against" such party, or any policy issued by the Company will contain an exception in Schedule B for "Liens, if any, for New York State Tax Warrants filed in the records of the New York State Department of State against **Hematian Legacy Court LLC, The Rouhollah Kalimian 2015 Irrevocable Trust, Albert Kaliman, Roy Kalimian (also known as Rouhollah Kalimian)**).

**OMIT
08/21/25**

12. The exact distances, dimension and location of the boundary lines of the premises herein described cannot be guaranteed without a survey acceptable and approved by the Company.

**OMIT
08/21/25**

13. No title is insured to any land lying in the bed of any street, road or avenue abutting, adjoining, passing through or crossing the premises herein.

**Amended
08/21/25**

14. **This Policy does not insure against loss or damage (and the Company will not pay cost, attorney's fees, or expenses) which arise by reason of:**

Survey made by Northcoast Civil Land Surveying & Civil Engineering dated 01/29/ and last updated 08/26/2024 shows:

- a) Curb encroaches along part of southerly line.
- b) Concrete retaining walls, wood pier, docks and ramp encroach into Little Neck Bay West of westerly line.
- c) Chain link fence, utility poles and wire fence encroach along northerly line.

No title insured for any part of premises extending beyond border of premises.

For information purposes ONLY:

Premises improved by a two story dwelling with attached garage. Survey additionally shows:

- a) Slate patios.
- b) Walls.
- c) Stairs.
- d) Pond.
- e) Asphalt driveway.
- f) Interior wood fence with curb.
- g) Tennis court with chain link fence surround.
- h) Overhead service wires.

NOTE: The survey reading and Survey Inspection are not intended to be and should not be used for the purpose of determining compliance with local building and zoning laws regulations; they should only be relied upon for the purpose of disclosing exceptions to title.

- 15. No personal inspection having been made by this Company, policy will except any state of facts an inspection will disclose.
- 16. Terms, Covenants, Condition, Easements and Provisions contained in the Following Instruments:
 - a) Restrictive Covenants recorded in Liber 6868 Page 167. (expired)
 - b) Right of Way contained in deed recorded in Liber 2829 Page 64.
 - c) Covenants and Restrictions contained in deed recorded in Liber 22 Page 246. (Queens County)
 - d) Covenants and Restrictions contained in deed recorded in Liber 1081, Page 26. (Queens County)
 - e) Covenants, Restrictions and Easements contained in deed recorded in Liber 1613, Page 88, as modified by Liber 2829 Page 74.
 - f) Electric Easement recorded in Liber 7001 Page 99.
 - g) Riparian Rights contained in deed recorded in Liber 1570 Page 131.
 - h) Assignment of Water rights shown on Map # 24991 and 1989 to the Water Authority of Great Neck North Rain in Liber 10044, Page 974.
 - i) Declaration of Covenants and Restrictions recorded in Liber 13774 Page 97.
 - j) Water Main Easement recorded in Liber 14431 Page 149.
- 17. Certified copy of the **ROUHOLLAH KALIMIAN 2015 IRREVOCABLE TRUST AGREEMENT** dated TBA must be submitted to the company for examination and review prior to closing. Upon receipt of same title may be re-certified and additional objections to title may be raised.

18. **PROOF IS REQUIRED** showing that the **ROUHOLLAH KALIMIAN 2015 IRREVOCABLE TRUST AGREEMENT** dated TBA is in full force and effect and has not been modified, altered and amended in any manner whatsoever and that **Albert Kalimian** is the now present sole trustee and that no trustees have been deleted, substituted or added.
19. No title is insured to any land lying below the present or any former high water line of Little Neck Bay.
20. Except riparian rights and easements of others to and over Little Neck Bay but policy does not insure any riparian rights or easements in favor of the owner of the premises herein.
21. Except the right of the United States Government to establish harbor, bulkhead or pierhead lines or to change or alter any such existing lines and to remove or compel the removal of fill and improvements thereon (including buildings or other structures) from land now or formerly lying below the high water mark of Little Neck Bay without compensation to the insured.
22. Except the rights of the United States Government, the State of New York, County of Nassau, Town of North Hempstead and Village of Kings Point and/or any of their departments or agencies to regulate and control the use of the piers, bulkhead, land under water and land adjacent thereto.
23. Except the possible rights of the public over and across any portion of the premises insured hereunder for access to and from the water over any portion of the premises lying between the line of vegetation and the high water mark.
24. If the premises herein is residential, a New York State "Mansion Tax" will be collected from the purchaser at closing.
25. FOR INFORMATION ONLY: Due to the recent increases by Nassau and Suffolk Counties in their charges to record Satisfactions of Mortgages, closers have been directed to collect the recording fees from the sellers at the closing. The recording fee for Nassau is \$710.00 and for Suffolk, the fee is \$455.00 per Satisfaction.
26. FOR INFORMATION ONLY: BANKRUPTCY searches have been conducted against **The Rouhollah Kalimian 2015 Irrevocable Trust** and there are no returns. See annexed.
27. FOR INFORMATION ONLY: Searches have been run against **The Rouhollah Kalimian 2015 Irrevocable Trust** to comply with the UNITED STATES PATRIOT ACT.

Omni Title Agency
Agent for Commonwealth Land Title Insurance Company

TITLE NO. 2505-2977427

**Amended
09/17/25**

28. FOR INFORMATION ONLY: BANKRUPTCY searches have been conducted against **Hematian Legacy Court LLC** and there are no returns. See annexed.

**Amended
09/17/25**

29. FOR INFORMATION ONLY: Searches have been run against **Hematian Legacy Court LLC** to comply with the UNITED STATES PATRIOT ACT.

30. Water and sewer charges if any, not included.

31. FOR INFORMATION ONLY: Departmental Searches attached.

32. FOR INFORMATION ONLY: All municipal departmental searches are not insurable items and this company assumes no liability for their accuracy.

Municipal Departmental searches are not continued to date of closing.

NOTE: Proof by Affidavit is required that the seller/mortgagor in the transaction being insured is not a party to any matrimonial action brought pursuant to Domestic Relations Law Section 236.

NOTE: Photographic identification of all parties to the transaction must be submitted at closing.

NOTE: If the premises is serviced by a **water meter**, a final meter reading must be obtained and a bill for meter charges submitted at the time of closing. If a bill is not submitted at closing, policy will except all meter charges from the last date of reading.

NOTE: Our policy **does not** insure against charges or fees levied by the local governing municipality for work, maintenance or other repairs conducted by the local governing municipality, its various departments and/or agencies, for work, maintenance or repairs performed on the improvements, fixtures, attachments and landscaping situated on the premises described in Schedule "A" herein.

NOTE: Company excepts any and all costs or damage as a result of improper or inaccurate completion of the Combined New York State Real Property Transfer Tax Return (TP-584), New York City Real Property Transfer Tax Return and New York State Real Property Transfer Report (RP-5217) and any supplemental forms attached thereto. PLEASE NOTE: In the event that the above return is inaccurate or misstated, The New York State Tax Commission will apply penalties and interest which, if uncollectable from the seller, will become the liability of the purchaser.

NOTE: Policy excepts any consequences that may arise due to the fact to the instruments submitted for recording are rejected by the County Clerk or Register because the instruments are illegible.

Note: Please advise the Company prior to closing if any Mortgage on the property is in arrears two or more months, or if the mortgage pay-off letter discloses any late payment charges. In either situation, a copy of the contract of sale must be delivered to the company prior to closing so that the company can review the contract for compliance with the Home Equity Theft Prevention Act. Failure to notify the Company of either of these facts and to deliver a copy of the contract prior to closing will

**Omni Title Agency
Agent for Commonwealth Land Title Insurance Company**

TITLE NO. 2505-2977427

result in a delay in the closing while the Company reviews the contract for compliance with the Home Equity Theft Prevention Theft Prevention Act.

Note: Only certified checks, bank checks, attorney checks or money orders are acceptable. Any other form of payment must be pre-approved with this company prior to closing.

Note: Escrow service fee is \$50.00 minimum. A tax service fee of \$35.00 is required when tax payment is taken directly into this company for disbursements.

Note: When a check is required to be certified by this Company to pay an obligation of the seller, an additional \$150.00 service fee will be charged, and an additional 10 days per diem.

Any questions concerning this title, please call
Michael Weinreb, Esq. or Evgeni Iattcheni, Esq.
at (516) 621-1100 or (212) 682-0600 or (631) 669-2273

NOTE: ATTORNEYS FOR THE PARTIES SHOULD READ THE CLOSING REQUIREMENTS AND MISCELLANEOUS PROVISIONS IN ORDER TO EXPEDITE THE CLOSING.

NOTE: If the subject transaction is one involving a sale subject to the mortgage(s) returned in item 2 above, and since many lenders now have the mortgage instruments state that the debt will become due and payable at the option of the mortgagee upon any transfer of title, it is recommended the applicant examine the mortgage document(s) or make inquiry of the mortgagee of the current terms of such instruments especially with respect to acceleration of the maturity date in case of sale. Upon request, The Company will obtain and furnish a copy of the recorded mortgage(s) for cost.

R-15B ALTA Report - Schedule B (6/17/06)

LEGEND

C.B.

Catch Basin

G.V.

Gas Valve

M.H.C.

Manhole Cover

Hyd.

Hydrant

L.P.

Light Pole

S.I.D.

Surface Inlet Drain

U.P.

Utility Pole

W.M.

Water Meter

W.V.

Water Valve

A/C

Air Conditioner

— HP — HP —

Overhead Wires

NOTE: TREE SYMBOLS SHOWN ON SURVEY ARE APPROXIMATE LOCATIONS AND NOT TO BE USED FOR BOUNDARY DETERMINATION

NOTE:  DENOTES TREE LOCATION

NOTE:  DENOTES DEAD AND/OR DAMAGED TREE LOCATION

CERTIFICATION OF SURVEY ON THIS MAP SIGNED BY THE MAP WAS PREPARED IN ACCORDANCE WITH THE CURRENT EXISTING CODE OF PRACTICE FOR LAND SURVEYORS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS.

GUARANTEES INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON THEIR BEHALF TO THE TITLE COMPANY, CONVEYANCE AGENTS AND LENDING INSTITUTIONS. THE ASSURANCE OF THE LENDING INSTITUTION GUARANTEES ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. MAPS WITHOUT GUARANTEES ARE INTENDED FOR BUILDING APPROPRIATE USE ONLY.

NO GUARANTEE IS IMPLIED BY THIS MAP AS TO THE EXISTENCE OR NONEXISTENCE OF ANY EASEMENTS OF RECORD THAT WOULD AFFECT SURVEYED PROPERTY, UNLESS SURVEYOR HAS BEEN FURNISHED WITH A COMPLETE COPY OF THE TITLE RECORD.

THE LOCATION OF UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS ARE NOT KNOWN AND OFTEN MUST BE ESTIMATED. IF ANY UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS ARE NOT COVERED BY THIS CERTIFICATE.

THE EFFECTS OF DAMAGED OR REMOVED SHOWN HEREON FROM THE STRUCTURES TO THE PROPERTY LINES ARE FOR A SPECIFIC PURPOSE AND USE, AND THEREFORE ARE NOT INTENDED TO GUIDE THE ERECTION OF STRUCTURES, RETAINING WALLS, FENCES AND ANY OTHER CONSTRUCTION.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW.

COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED AS A VALID TRUE COPY.

UPDATED: 8/26/2024
FLOATING DOCK FINAL: 9/8/2023
WATER EASEMENT REVISED: 8/1/2023
WATER EASEMENT ADDED: 6/16/2021
UPDATED: 3/15/2018
UPDATED: 9/22/2010
REVISED: 8/27/2010

PROJECT INFORMATION	PROJECT
DATE: 1/29/2008	TOPOGRAPHIC MAP OF A DESCRIPTIVE PARCEL
DRAWN BY: E.E.N.	
CHECKED BY: T.J.B.	
SCALE: 1"=60'	
AREA: 9.67 ACRES	SITUATED IN THE: INC. VILLAGE OF KINGS POINT
42,1427.3 SQ.FT.	
DATUM: NAVD'88	NCTM: SEC. 1 BLK. 150 LOTS 29,30
SEAL	 Northcoast Civil LAND SURVEYING & CIVIL ENGINEERING
	39 WEST MAIN STREET OYSTER BAY, NY 11771 P:(516)922-3031 INFO@NORTHCOASTCIVIL.COM

DEED 6808 PAGE 167

AGREEMENT CREATING RESTRICTIVE
COVENANT

THIS Agreement is made in New York City this 27th day of March, 1961, by and between SIGMUND SOMMER and VIOLA SOMMER, his wife, both residing at 40 Crest Drive, South Orange, New Jersey (hereinafter together called Sommer), and EDYTHE ATLAS, residing at 190 West Shore Road, Kings Point, Long Island, New York, and MANSOL HOLDING CORP., a domestic corporation, having an office in care of Sol G. Atlas, Cross County Center, Yonkers, New York (hereinafter together called Atlas).

STATEMENT OF FACTS

Sommer is the owner of certain real estate (hereinafter called "The Sommer Property") with buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Kings Point, County of Nassau, bounded and described as follows:

From a point on the westerly side of West Shore Road, formerly known as Bayview Avenue, said point being at the intersection of the southerly end of the arc of a circle and the westerly side of West Shore Road, which said arc forms an intersection of the westerly side of West Shore Road with the northerly side of Martin Court, formerly known as Martin Court South, thence along said westerly side of West Shore Road S 28°-23'-00" E a distance of three hundred seventy-eight and ninety-six hundredths feet (378.96 ft.), to a point of beginning, said point of beginning being where the southerly side of the land described in the map of Preston Park, which said map was filed in the Office of the Clerk of the County of Nassau, under File #5090, would intersect the westerly side of West Shore Road, and proceeding the following courses and distances:

Proceeding along said westerly side of West Shore Road on a bearing S 28°-23'-00" E, a distance of 210.78 ft.; S 28°-07'-55" E, a distance of 85.75 ft.

Section 1, Block 1, Lot 923, 724, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

JUN 13 1961

DEED 6806, PG 168

On a curve to the right having a radius of 20.00 ft. and a curve length of 28.85 ft.; S 54°-31'-15"W, a distance of 882.31 ft.

On a curve to the right having a radius of 55.00 ft. and a length of 44.76 ft.;

N 78°-50'-55" W, a distance of 79.47 ft.
S 60°-50'-02" W, a distance of 319.23 ft.
S 64°-37'-50" W, a distance of 228.46 ft.
N 22°-50'-30" W, a distance of 113.78 ft.
N 18°-56'-00" W, a distance of 86.22 ft.
N 64°-37'-50" E, a distance of 228.46 ft.
N 54°-10'-30" E, a distance of 1301.58 ft. to the point of beginning.

TOGETHER with all the riparian rights and easements now existing in favor of the grantors.

Atlas is the owner of certain real estate (hereinafter called "the Atlas property"), with building and improvements erected thereon, situate, lying, and being in the Incorporated Village of Kings Point, County of Nassau, and State of New York, bounded and described as follows:

PARCEL A.

ALL that certain tract, piece or parcel of land, situate, lying and being at Great Neck (fronting on Little Neck Bay) sometimes called Great Neck Bay, in the Town of North Hempstead, incorporated village of Kings Point, in the County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a stake on the westerly side of Bayview Avenue in the division line between the premises herein described and the land conveyed to Florence C. Satterwhite by Gilbert M. Plympton, widower, by deed bearing date the 16th day of March, 1916, and recorded in the Office of the Clerk of the County of Nassau on March 23, 1916 in Liber 431 of Conveyances, Page 75, which point of beginning is 452.61 feet southerly from the other land now or formerly of Florence C. Satterwhite, measured along the westerly side of said Bayview Avenue and running thence along said division line the following two courses and distances: south 54 degrees 10 minutes 30 seconds west 1293.40 feet; thence south 64 degrees 37 minutes 50 seconds west 262.69 feet to Little Neck Bay; thence along Little Neck Bay the following four courses and distances: south 22 degrees 50 minutes 30 seconds east 188.88 feet; south 52 degrees 58 minutes 20 seconds east 97.74 feet; south 78 degrees 25 minutes 30 seconds east 100 feet; thence south 72 degrees 34 minutes 30 seconds east 295.75 feet to a stake and land now or formerly of Cord Meyer; thence along the land of said Meyer, the following two courses and distances: north 43 degrees

26 minutes 30 seconds east 284.71 feet to a stake; north 65 degrees 11 minutes 0 seconds east 970.07 feet to a stake on the westerly side of Bayview Avenue; running thence along the westerly side of Bayview Avenue, north 28 degrees 23 minutes 0 seconds west 548.37 feet; thence north 27 degrees 59 minutes 10 seconds west 130 feet to the point or place of beginning.

PARCEL B

ALL that certain plot, piece or parcel of land, situate, lying and being in the incorporated village of Kings Point, Town of North Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Bayview Avenue, which is the point of intersection of said westerly side of Bayview Avenue with the dividing line between the lands now or formerly of Preston P. Satterwhite and the lands formerly of Alfred P. Sloan, Jr., running thence along said dividing line between the properties now or formerly of said Preston P. Satterwhite and formerly of Alfred P. Sloan, Jr., the following two courses and distances, to wit: - (1) South 54 degrees 10 minutes 30 seconds west 1293.4 feet; (2) South 64 degrees 37 minutes 50 seconds west 262.69 feet to the natural line of mean highwater in Little Neck Bay; thence along said mean-highwater line the following two courses and distances, to wit: - (1) North 22 degrees 50 minutes 30 seconds west, 123.43 feet; (2) North 18 degrees 56 minutes 00 seconds west, 86.22 feet; thence through property now or formerly owned by Preston P. Satterwhite the following two courses and distances, to wit: - (1) North 64 degrees 37 minutes 50 seconds east 228.46 feet; (2) North 54 degrees 10 minutes 30 seconds east 1301.58 feet to the westerly side of Bayview Avenue; thence along the westerly side of Bayview Avenue south 28 degrees 23 minutes 00 seconds east 210.78 feet to the point or place of beginning. EXCEPTING therefrom, however, the property hereinabove described as the Sommer property, which Sommer property was until June 8, 1960, a part of the Atlas property.

It is the desire of Sommer and Atlas that until the death of either Edythe Atlas or Sol Atlas or Sigmund Sommer or Viola Sommer, no additional homes be built on either the Sommer property or the Atlas property. Presently, there are no covenants in the deed of the Sommer property or the Atlas property restricting the construction of additional homes on either of said premises. Therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

CH 68-8 170

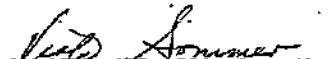
1. The Sommer property and the Atlas Property shall each hereafter be subject to the following restrictive covenant:

"Not more than one residence dwelling may be erected or maintained upon either the Sommer property or the Atlas property. In the event of the death of Edythe Atlas, or Sol Atlas, or Sigmund Sommer, or Viola Sommer, this restrictive covenant shall cease and terminate and thereafter neither the Sommer property nor the Atlas property shall be subject to or burdened with this restrictive covenant. Notwithstanding anything herein contained, this restrictive covenant shall cease and terminate on June 8, 1970."

2. This agreement may be altered, changed, or modified only by an agreement in writing executed by Sigmund Sommer and Sol G. Atlas.

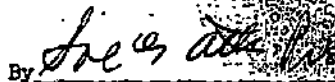
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.


Sigmund Sommer


Viola Sommer


Edythe Atlas

MANSOL HOLDING CORP.

By 
Sol G. Atlas

STATE OF NEW YORK)

COUNTY OF *Westchester*) SS.:

DEED 6868 PAGE 171

On the *17* day of *March*, 1961, before me came Sol G. Atlas to me known, who, being by me duly sworn, did depose and say that he resides at 190 West Shore Road, Kings Point, New York; that he is the President of Mansol Holding Corp., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Julia J. Herman
Notary Public
JULIA J. HERMAN
NOTARY PUBLIC, State of New York
No. 30-5290800
Qualified in Nassau County
Term Expires March 30, 1962 ✓

STATE OF NEW YORK)

COUNTY OF *Westchester*) SS.:

On the *17* day of *March*, 1961, before me came Edythe Atlas to me known and known to me to be the individual described in and who executed the foregoing instrument; and she thereupon acknowledged to me that she executed the same.

Julia J. Herman
Notary Public
JULIA J. HERMAN
NOTARY PUBLIC, State of New York
No. 30-5290800
Qualified in Nassau County
Term Expires March 30, 1962 ✓

STATE OF NEW JERSEY)

COUNTY OF *Middlesex*) SS.:

On the *17* day of March, 1961, before me came Sigmund Sommer and Vida Sommer to me known and known to me to be the individuals described in and who executed the foregoing instrument; and they thereupon acknowledged to me that they executed the same.

Donna B. Bodo
Notary Public
NOTARY PUBLIC OF NEW JERSEY
My commission expires March 2, 1965

STATE OF NEW JERSEY)
County of Middlesex)



I, M. JOSEPH DUFFY, Clerk of the County of Middlesex, and also Clerk of the Court in and for said County, do hereby certify that said Court is a Court of Record, having by law a seal; that

IRENE BODO

whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a

NOTARY PUBLIC OF NEW JERSEY

acting in and for said county, duly commissioned and sworn, and qualified to act as such; that as such

NOTARY PUBLIC OF NEW JERSEY

he was duly authorized by the laws of the State of New Jersey to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments to be read in evidence and recorded in this state; and further, that I am well acquainted with the handwriting of such

NOTARY PUBLIC OF NEW JERSEY

and verify that the signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New Brunswick, in the County of Middlesex, this 9 day of JUNE 1961

M. Joseph Duffy
CLERK

JUN 12 1961

11-11-61

AGREEMENT BETWEEN SIGMUND
SOMMER AND VIOLA SOMMER
and
EDYTHE ATLAS AND MANSOL
HOLDING CORP.

1176 - 27566

AGREEMENT

Sec 1
BK R
Hamon County

LAW OFFICES
DREYER AND TRAUB
16 COURT STREET
BROOKLYN 1, N.Y.

RECORDED
JUN 13 11 05 AM '61
COMM. CLERK
JUN 13 11 05 AM '61

Index against
cc-1 / Block R
to: 919, 920, 6D, 923
6D + 6E

INTERNAL REVENUE STAMPS \$ 14.95
 AFFIXED AND CANCELLED

THIS INDENTURE made the 15th day of July, nineteen hundred and thirty two, between IRENE JACKSON, SLOAN, residing at No. 820 Fifth Avenue, Borough of Manhattan, New York City; party of the first part, and SNUG HARBOR DEVELOPMENT CORPORATION, a corporation organized under the laws of the State of New York, having its office and principal place of business at No. 1775 Broadway, Borough of Manhattan, City, County and State of New York, party of the second part:

WITNESSETH, that the party of the first part, in consideration of the sum of One Hundred Dollars (\$100)., lawful money of the United States and other good and valuable considerations, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that certain tract, piece or parcel of land, situate, lying and being at Great Neck, fronting on Little Neck Bay, sometimes called "Great Neck Bay", in the Town of North Hempstead, in the County of Nassau, State of New York, bounded and described as follows, to wit:

BEGINNING at a point on the westerly side of Bayview Avenue, which is the point of intersection of the said westerly side of Bayview Avenue, with the dividing line between the lands hereby conveyed and land now or formerly of Preston P. Satterwhite; running thence along the westerly side of Bayview Avenue, the following three courses and distances, to wit: (1) South 28 degrees, 23 minutes, 00 seconds East, 210.78 feet; (2) South 27 degrees, 59 minutes, 10 seconds East, 130 feet; (3) South 28 degrees, 23 minutes, 00 seconds East, 548.37 feet; thence leaving Bayview Avenue, the follow-

Lot 1 of Section 1, Block R, 6, P.O. 3 x P.O. 4

DEED 2829

DEED 2829 PAGE 65

ing six courses and distances, to-wit: (1) South 65 degrees, 11 minutes, 00 seconds West, 417.0 feet; (2) North 28 degrees, 23 minutes, 00 seconds West, 120 feet; (3) South 65 degrees, 11 minutes, 00 seconds West, 150 feet; (4) South 28 degrees, 23 minutes, 00 seconds East, 120 feet; (5) South 65 degrees, 11 minutes, 00 seconds West, 403.07 feet; (6) South 43 degrees, 28 minutes, 30 seconds West, 284.71 feet to the natural line of mean highwater in Little Neck Bay; thence along said mean highwater line the following three courses and distances, to wit: (1) North 72 degrees, 34 minutes, 50 seconds West, 295.75 feet; (2) North 87 degrees, 25 minutes, 30 seconds West, 100.0 feet; (3) North 52 degrees, 58 minutes, 20 seconds West, 97.74 feet; thence leaving the highwater line in Little Neck Bay the following six courses and distances, to wit: (1) North 53 degrees, 55 minutes, 30 seconds East, 135 feet; (2) South 72 degrees, 54 minutes, 30 seconds East, 154.6 feet; (3) North 47 degrees, 26 minutes, 30 seconds East, 100.0 feet; (4) North 28 degrees, 23 minutes, 00 seconds West, 258.3 feet; (5) South 54 degrees, 10 minutes, 30 seconds West, 69.0 feet; (6) South 64 degrees, 37 minutes, 50 seconds West, 262.69 feet to the said natural line of mean highwater in Little Neck Bay; thence along said mean highwater line the following two courses and distances, to wit: (1) North 22 degrees, 50 minutes, 30 seconds West, 123.43 feet; (2) North 18 degrees, 56 minutes, 00 seconds West, 86.22 feet; thence leaving the said mean highwater line the following two courses and distances, to wit: (1) North 64 degrees, 37 minutes, 50 seconds East, 228.46 feet; (2) North 54 degrees, 10 minutes, 30 seconds East, 1,301.58 feet to the point or place of beginning.

DEED 2829 PAGE 66

TOGETHER with all the right, title and interest of the party of the first part of, in and to the land in Bayview Avenue, to the center line thereof in front of and adjacent to the above described premises.

AND also all the right, title and interest of the said party of the first part of, in and to all and singular the shore rights, privileges, easements and franchises, the water rights, privileges and franchises and all other rights, privileges, easements and franchises of every nature and kind whatsoever which belong to or in any wise appurtenant to the said lands above described, or to any part or parts thereof and also all lands under water adjoining said premises and which the said party of the first part has any right to grant, sell or convey.

This conveyance includes all buildings, docks, wharfs, piers and other structures and improvements now located and standing on said premises.

SUBJECT, HOWEVER, to the rights of the owner of the adjacent property to use the present driveways leading to Bayview Avenue as the same are now constructed and laid out, which rights may be cancelled at any time by the party of the second part, its successors or assigns, on sixty days prior written notice.

SUBJECT to covenants and restrictions contained in deeds recorded in Queens County Clerk's Office, in Liber 22 of Conveyances, page 246, and in Liber 1081 of Conveyances, page 26, in so far as the same may now be in force and effect, and to the rights and easements in favor of Preston P. Satterwhite reserved in deed dated June 16, 1931 and recorded in the Clerk's Office, Nassau County, in

Liber 1613 of Deeds, page 88.

DEED 2829 PAGE 67

SUBJECT to ordinances of the Village of Kings Point and any other municipal, township, county, state or United States Government restrictions or ordinances affecting said premises.

TOGETHER with the appurtenances and all of the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever.

And the party of the first part covenants that she has not done or suffered anything whereby said premises have been encumbered in any way whatever.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

Irene Jackson Sloan (L.S.)

In Presence of:

Cecilia T. Brand

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK

On the 15th day of July, nineteen hundred and thirty-two, before me came IRENE JACKSON SLOAN, to me known to be the individual described in and who executed, the foregoing instrument, and acknowledged that she executed the same.



Irene Jackson Sloan
Notary Public
New York County, New York
Commission Expires State 1937

DEP 2829 PAGE 68

State of New York, } ss:
County of New York, }

No. **9926**

Fig. 2

4. ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, that

[illegible]

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this _____ day of _____, 19____.

County Clerk and Clerk of the Supreme Court, New York County

JAN 22 1945

IRLENE JACKSON SLOAN

0257

to

SNUG HARBOR DEVELOPMENT CON-
PORATION

Orad., dated July 15, 1932-

The land affected by the within.
instrument lies in the Village
of Kings Point, Town of North
Hempstead, County of Nassau.

Section 1
Block R
Lots 6, 3 and 4

Load and Return
WHITE & CASE
14 WALL STREET
NEW YORK

Recorded in Clerk's Office Nassau County
in Liber 2879 page cl. 6K
Date Jan 22 1886
Deeds 30 Copies 119
And Indexed under Section 1
Block B
On the Land Map of Nassau County.

On the Land Map of Nassau County.

COMMUNITY CLERK'S OFFICE

JAN 22 11 30 AM '45

THIS AGREEMENT made the 1st day of October 1934, between the parties hereinafter named, together with all docks, wharves and structures thereon.

SNUG HARBOR DEVELOPMENT CORPORATION, a corporation organized under the Laws of the State of New York, having its office and principal place of business at No. 1775 Broadway, Borough of Manhattan, City, County and State of New York, party of the first part, and

PRESTON P. SATTERWHITE, widower and single man, *no street address* of the Village of Kings Point, Nassau County, New York, party of the second part,

WHEREAS, the party of the first part is the owner in fee simple of the following described premises:

ALL that lot or parcel of land, with the improvements thereon, situate, lying and being in the Village of Kings Point, Town of North Hempstead, County of Nassau and State of New York, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the westerly side of Bayview Avenue which is the point of intersection of the said westerly side of Bayview Avenue with the dividing line between the lands of the said Preston P. Satterwhite, formerly of Florence C. Satterwhite, and land formerly of Alfred P. Sloan, Jr., now of Irene Jackson Sloan; running thence along said dividing line between the properties of said Preston P. Satterwhite and of Irene Jackson Sloan, formerly of Alfred P. Sloan, Jr., the following two courses and distances, viz.: (1) South $54^{\circ} 10' 30''$ West 1293.4 feet; (2) South $64^{\circ} 37' 50''$ West 262.69 feet to the natural line of mean high water in Little Neck Bay; thence along said mean high water line the following two courses and distances, viz.: (1) North $22^{\circ} 50' 30''$ West 123.43 feet; (2) North $18^{\circ} 56' 00''$ West 86.22 feet; thence through property now owned by said Preston P. Satterwhite, the following two courses and distances, viz.: (1) North $64^{\circ} 37' 50''$ East 228.46 feet; (2) North $54^{\circ} 10' 30''$ East 1301.58 feet to the westerly side of Bayview Avenue; thence along the westerly side of Bayview Avenue South $28^{\circ} 23' 00''$ East 210.78 feet to the point or place of beginning.

Containing within said bounds 7.412 acres.

Together with all right, title and interest of the party of the first part in and to said Bayview Avenue to the middle line thereof in front of and adjoining said premises.

Together also with the easements and riparian or other rights appurtenant to the above described premises, and with all right, title and interest of the

party of the first part, in and to any land under water of Little Neck Bay adjacent to said premises on the west side thereof, together with all docks, buildings and structures thereon. Compelled to pay the same and such no part, however, to be applied to the amount of such liability. The party of the second part agrees that in the event any such claim is made WHEREAS the party of the second part reserved

to himself, his heirs, executors, administrators and assigns, certain rights and easements in and by deed dated June 16, 1931, and recorded in the Clerk's Office of Nassau County on June 17, 1931, in Liber 1613 of Deeds, page 88, in which deed Preston P. Satterwhite was the grantor, and Irene Jackson Sloan was the grantee, and who subsequently conveyed the premises to the party of the first part herein, which rights and reservations are described as follows:

"The party of the first part for himself, and his employees and agents reserves the sole right to use and maintain so much of the present driveway from Bayview Avenue to the residence of the party of the first part as lies in said premises hereinbefore described, together with the right to plant and maintain shrubbery on a strip ten feet wide along the south side of said driveway (all as more particularly shown on a survey made by D. C. Will, surveyor, dated April 1931), so long as said driveway shall be the principal means of ingress and egress from the road to said premises, and so long as said residence, or any residence built in lieu thereof and similarly located, shall continue to be used as such. Provided, that if and when any portion of the premises now owned by the party of the first part lying between the northerly boundary line of the premises above described and a line running from Bayview Avenue upon the east to Little Neck Bay upon the west drawn parallel to said northerly boundary line of the premises above described, and distant 410 feet north of such boundary line measured at right angles thereto, shall be subdivided and offered for sale by the party of the first part, such easement shall cease and determine.

The party of the first part agrees at his own cost and expense to keep and maintain said driveway and strip in good safe order, condition and repair so long as said easement shall exist, and further agrees to indemnify and save harmless the party of the second part from and against any and all claims, including costs, disbursements and attorneys' fees, that may be asserted and judgments that may be entered against the party of the second part by reason of the existence of or use by any person whatsoever of said

driveway; and also to pay any and all sums for which the party of the second part shall become responsible or liable to pay by reason thereof before the party of the second part shall be compelled to pay the same; any sums so paid, however, to be applied to the payment of such liability. The party of the second part agrees that in the event any such claim is made or action brought against him, he will notify the party of the first part of the same and permit him to defend, and the party of the first part agrees at his sole cost to defend such claim or action in the name of the party of the second part. Both parties agree that the party of the first part may at any time relinquish such easement by giving to the party of the second part written notice to that effect, and upon giving such notice all liability of the party of the first part for the maintenance and repair of said driveway, or for any damage or claim thereafter arising by reason of any matter contained in this paragraph or the paragraph next preceding, shall thereupon cease and determine; and it is further understood that the provisions contained in this paragraph and the paragraph next preceding shall respectively bind and inure to the benefit of the respective parties hereto, their heirs, executors, administrators and assigns."

and

WHEREAS the parties hereto are desirous of abolishing and extinguishing the rights and easements created in and reserved by said deed dated June 16, 1931,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1), and other good and valuable consideration, paid by said party of the first part to the said party of the second part herein, the receipt whereof is hereby acknowledged, said party of the second part hereby releases, abandons and surrenders unto said Snug Harbor Development Corporation, the easements above described, with the intention of terminating absolutely and forever said easements and all his rights thereunder.

This agreement shall respectively bind and inure to the benefit of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have

hereunto set their hands and seals the day and year first
above written.

SNUG HARBOR DEVELOPMENT CORPORATION,

By *Lyrr Jackson Sloan*
President



Shawntel Tucker
Secretary

Preston P. Satterwhite (L.S.)

State of New York
County of New York

No. 17329

I, ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law's seal, DO HEREBY CERTIFY, That

James L. Brown

James L. Brown is a person to the annexed deposition, certificate of acknowledgment or proof, signed at the time of making the same a NOTARY PUBLIC in and for said County, duly commissioned and sworn, and qualified to act as such and authorized by the laws of the State to take and certify depositions, to administer oaths and affirmations, and certify the acknowledgment or proof of deed, and other written instruments for record, and to certify the same to be read in evidence or recorded in this State. And I believe that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

11 day of Jan 1945

McQuinn Watson

FEE PAID 25

County Clerk and Clerk of the Supreme Court, New York County

JAN 22 1945

3/2

SNUG HARBOR DEVELOPMENT CORPORATION

and 1741

PRESTON P. SATTERWHITE

AGREEMENT EXTINGUISHING EASEMENT

(see page 2)

The land affected by the within instrument lies in the Village of Kings Point, Town of North Hempstead, County of Nassau, Block R Lot 5

Preston P. Satterwhite

WHITE & CASE
14 WALL STREET
NEW YORK

Recorded in Clerk's Office Nassau County
In Liber 2829 page of 74
Date 40 minutes past 11 AM
At And indexed under Section
Block On the Land Map of Nassau County
James B. Cummings

COUNTY CLERK'S OFFICE
JAN 22 11:40 AM '45
NASSAU COUNTY, N. Y.

State of New York)

County of Nassau) SS: On the 15th day of June, nineteen hundred and thirty-one, before me came Arthur P. Von Glahn, to me known, who being by me duly sworn, did depose and say that he resides in Long Beach, Long Island, N. Y.; that he is the President of Arthur P. Von Glahn Construction Corporation, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Lillian V. Conway, Notary Public,

Nassau County, N.Y.

Recorded in Nassau County June 17, 1931 at 2:03 P. M.

OR

161388

Deed 23070

Preston P. Satterwhite

to

Irene Jackson Sloan

This Indenture, made the 16th day of June, nineteen hundred and thirty one,

Between Preston P. Satterwhite

widower and single man, of the Village of Kings Point, Nassau County, New York, party of the first part, and Irene Jackson Sloan, residing in the Village of Kings Point, Town of North Hempstead, County of Nassau, State of New York, party of the second part

Witnesseth that the party of the first part, in consideration of one hundred (\$100) dollars, lawful money of the United States, and other valuable considerations, paid by the party of the second part, doth hereby grant and release unto the party of the second part, her heirs, and assigns forever,

All that lot or parcel of land, with the improvements thereon, situate lying and being in the Village of Kings Point, Town of North Hempstead, County of Nassau, and State of New York, more particularly bounded and described as follows, to wit:

Beginning at a point on the Westerly side of Bayview Avenue, which is the point of intersection of the said westerly side of Bayview Avenue with the dividing line between the lands of the said Preston P. Satterwhite, formerly of Florence C. Satterwhite, and land formerly of Alfred P. Sloan, Jr., now of Irene Jackson Sloan; running thence along said dividing line between the properties of said Preston P. Satterwhite and of Irene Jackson Sloan, formerly of Alfred P. Sloan, Jr. the following two courses and distances viz:

(1) South 64° 10' 30" East 1293.4 feet; (2) South 64° 37' 50" West 282.69 feet to the natural line of mean high water in Little Neck Bay; thence along said mean high water line the following two courses and distances, viz:

(1) North 22° 50' 30" West 123.43 feet; (2) North 18° 56' 00" West 88.22 feet; thence through property now owned by said Preston P. Satterwhite, the following two courses and distances, viz:

(1) North 64° 37' 50" East 223.43 feet (2) North 54° 10' 30" East

1381.58 feet to the westerly side of Bayview Avenue; thence along the westerly side of Bayview Avenue South 25° 23' 00" East 210.78 feet to the Point or Place of beginning: X

Containing within said bounds 7.412 acres.

Together with all right, title and interest of the party of the first part in and to said Bayview Avenue to the middle line thereof in front of and adjoining said premises:

Together also with the easements and riparian or other rights appurtenant to the above described premises, and with all right, title and interest of the party of the first part, in and to any land under water of Little Neck Bay adjacent to said premises on the west side thereof, together with all docks, buildings and structures thereon:

The party of the first part for himself, and his employees and agents reserves the sole right to use and maintain so much of the present driveway from Bayview Avenue to the residence of the party of the first part as lies in said premises hereinbefore described, together with the right to plant and maintain shrubbery on a strip ten feet wide along the south side of said driveway (all as more particularly shown on a survey made by D. C. Will, surveyor, dated April, 1931), so long as said driveway shall be the principal means of ingress and egress from the road to said premises, and so long as said residence or any residence built in lieu thereof and similarly located, shall continue to be used as such: Provided, that if and when any portion of the premises now owned by the party of the first part lying between the northerly boundary line of the premises above described and a line running from Bayview Avenue upon the east to Little Neck Bay upon the west drawn parallel to said northerly boundary line of the premises above described, and distant 410 feet north of such boundary line measured at right angles thereto, shall be subdivided and offered for sale by the party of the first part, such easement shall cease and determine:

The party of the first part agrees at his own cost and expense to keep and maintain said driveway and strip in good safe order, condition and repair so long as said easement shall exist, and further agrees to indemnify and save harmless the party of the second part from and against any and all claims, including costs, disbursements and attorneys' fees, that may be asserted and judgments that may be entered against the party of the second part by reason of the existence of or use by any person whatsoever of said driveway; and also to pay any and all sums for which the party of the second part shall become responsible or liable to pay by reason thereof before the party of the second part shall be compelled to pay the same; any sum so paid, however, to be applied to the payment of such liability: The party of the second part agrees that in the event any such claim is made or action brought against him, he will notify the party of the first part of the same and permit him to defend, and the party of the first part agrees at his sole cost to defend such claim or action in the name of the party of the second part:

Both parties agree that the party of the first part may at any time relinquish such easement by giving to the party of the second part written notice to that effect, and upon giving such notice all liability of the party of the first part for the maintenance and repair of said driveway, or for any damage or claim thereafter arising by reason of any matter contained in this paragraph or the paragraph next preceding, shall thereupon cease and determine; and it is further understood that the provisions contained in this paragraph and the paragraph next preceding shall respectively bind and inure to the benefit of the respective parties hereto, their heirs, executors administrators and assigns:

Together with the appurtenances, and all the estate and rights of the party of the first part, in and to said premises:

To Have and to Hold, the premises, herein granted unto the party of the second part, heirs, and assigns forever.

Subject to the ordinances of the Village of Kings Point and any other municipal, town, county, state or United States Government restrictions, or ordinances affecting said premises.

And the said party of the first part covenants that he has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

IN Witness Whereof, the party of the first part hath hereunto set his hand and seal, the day and year first above written:

IN presence of:

Henry A. Ingraham
State of New York)

Preston P. Satterwhite, L.S.

County of New York) SS. On the 16th day of June, nineteen hundred and thirty-one, before me came Preston P. Satterwhite, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged, that he executed the same:

Wm. R. Jackson, Notary Public, Kings County NO. 143;
Certificates filed in New York Clerk NO. 146;
Reg. No. 3311; Queens Clerk NO. 631; Reg. No. 7450; Nassau and Suffolk: Commission Expires March 30, 1932.

Recorded in Nassau County June 17, 1931 at 2:03 P.M.

OR

Deed 23071

Florence R. Piper

to

Henry Rogers Winthrop

This Indenture, made the 20th day of February, nineteen hundred and thirty-one

Between Florence R. Piper,

of No. 175 Washington Street, Flushing, Queens County, New York; party of the first part, and Henry Rogers Winthrop of Woodbury, in the Town of Oyster Bay, County of Nassau, and State of New York, party of the second part,

Witnesseth that the party of the first part in consideration of dollar, lawful money of the United States, and other good and valuable consideration receipt whereof is hereby acknowledged paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs, and assigns forever.

All of the following described tract, piece or parcel of land, situate, lying and being near the Village of Hicksville, Town of Oyster Bay, in the County of Nassau, and State of New York, to wit:

Lots Nos. twenty-seven (27), and twenty-eight (28), in block P; of the land in the Town of Oyster Bay, New York, owned by the American Funding Corporation; and surveyed and platted as "Washington Terrace Park" as the same appears by the plat or map thereof on file in the office of the County Clerk of said County and State.

Being the same premises, conveyed to Ansel Ostendorff, by the American

ELECTRIC RIGHTS EASEMENT

THIS INDENTURE, made the 30th day of March, 1962, between Sigmund Sommer and Viola Sommer, 40 Crest Drive, South Orange, New Jersey,

the grantor, and LONG ISLAND LIGHTING COMPANY, a New York corporation duly organized and existing under and by virtue of the Laws of the State of New York, having its principal office at 250 Old Country Road, Mineola, New York, the grantee,

WITNESSETH, that the grantor, in consideration of the sum of One (\$1.00) Dollar lawful money of the United States and other good and valuable consideration paid by the grantee, does hereby grant and release unto the grantee, its successors and assigns, forever, easements and rights-of-way on, over, under, across, through and along certain portions of the land of the grantor shown on map of said land entitled Map of Property Belonging to Sigmund Sommer, prepared by Charles E. Ward P.E. & L.S., August 30, 1961

lying and being in Inc. Village of Kings Point Town of North Hempstead, County of Nassau, State of New York, and filed in the Office of the Clerk of said County on 19--- as Map No----- A copy of said map, on which are now shown the location and width of the said easements and rights-of-way herein granted, is attached hereto and made a part hereof as "Exhibit A".

Said easements and rights-of-way herein granted include the following rights and privileges:

FIRST: To construct, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove single lines of poles including so many poles and such cross-arms, guys, stubs, anchors, cables, wires, fixtures, transformers and other apparatus on said poles as said grantee may now and from time to time deem necessary, and to construct, reconstruct, relocate, operate, repair, maintain and, at its pleasure, remove underground electric conduit systems, together with the necessary man-holes and accessories as said grantee may now and from time to time deem necessary.

SECOND: To construct, reconstruct, relocate, operate, repair and maintain, and at its pleasure, remove gas mains, gas service pipes, vaults, vents, regulator pits and the accessories and appurtenances thereto as the said grantee may now and from time to time deem necessary.

THIRD: To attach to the electric distribution lines erected or to be erected thereon other wires for the purpose of providing elective service to consumers upon property adjacent to said easements and rights-of-way.

FOURTH: To trim from time to time any trees along said lines so that the lines and wires thereon may be clear by at least forty-eight (48) inches on either side.

FIFTH: To attach to the trees on said easements and rights-of-way herein granted such guy wires and supports as the grantee may now and from time to time deem necessary.

SIXTH: To permit the attachment of communication and telephone service wires and facilities of other public utility companies and to convey to such other companies an interest in the easements and rights-of-way herein granted.

FC-5850 WO# 20-31891-250

Exhibit "A"

Noted by: [Signature] Var. by: [Signature] Section 1 Block 100 Lot 100-9-25
APR 18 1962

DEED 7001 PAGE 100

ELECTRIC & GAS EASEMENT

SEVENTH: To permit such access from the street over the balance of the grantor's property as is necessary for the enjoyment of the easements and rights-of-way herein granted.

The poles, cross-arms, guys, anchors, cables, conduits, man-holes, gas mains, service pipes, vaults, vents and other apparatus as from time to time installed, constructed and maintained by the grantee shall at all times be and remain the property of the grantee, its successors and assigns.

The grantor covenants that it is seized of the said land and, for itself, its successors and assigns, forever warrants its title thereto and will defend the easements and rights-of-way herein granted; forever, against all lawful claims and demands.

The easements and rights-of-way herein granted are exclusive and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the grantor has duly executed this deed the day and year first above written.

By Sigmund Sommer
Sigmund Sommer

ATTEST

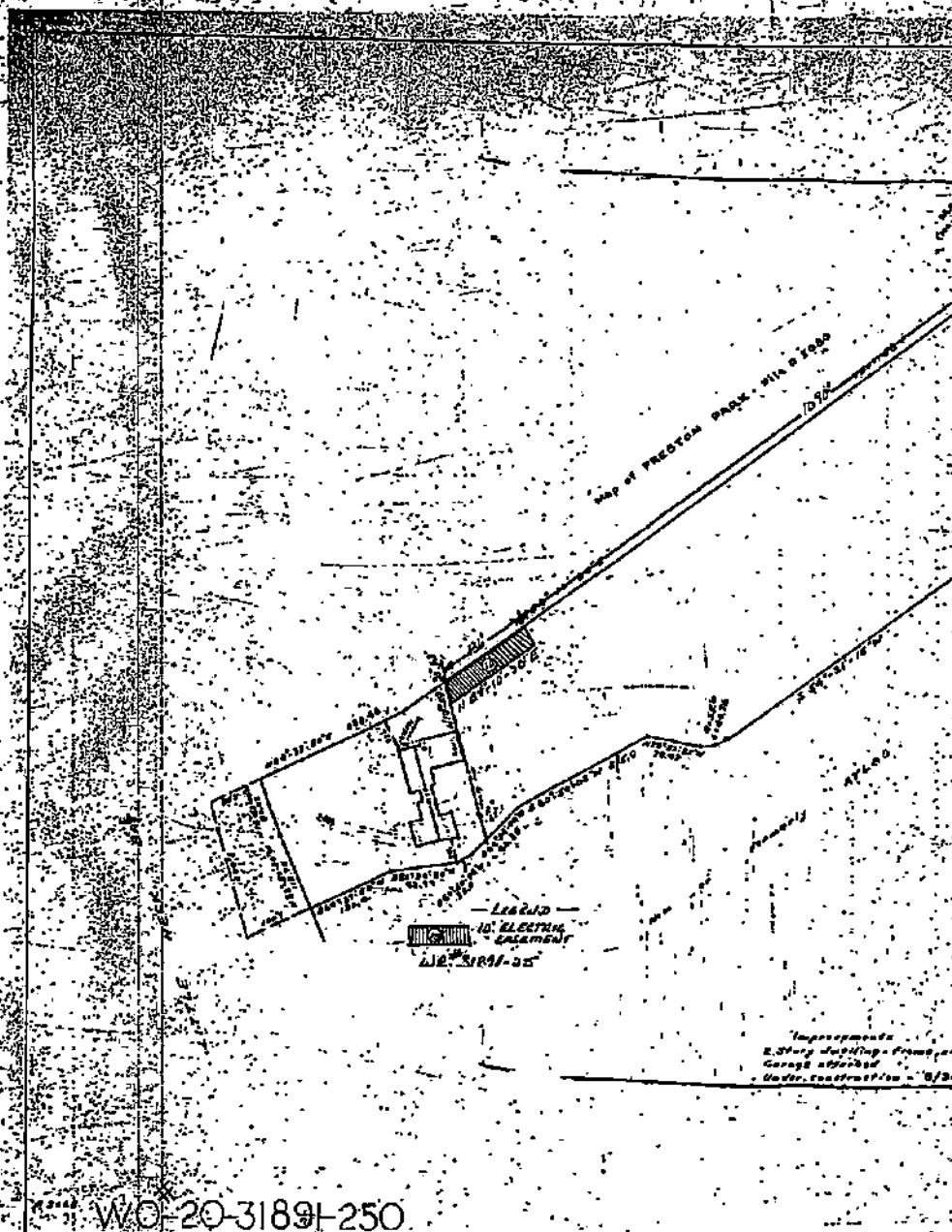
By Viola Sommer
Viola Sommer

By Secretary

STATE OF New York
COUNTY OF New York } ss.

On the 30 day of March, 1962, before me came SIGMUND SOMMER and VIOLA SOMMER, to me known and known to me to be the individuals described in and who executed the foregoing instrument; and they thereupon acknowledged to me that they executed the same.

Salina Berger
Notary Public
Exp. March 30, 1963
30-5282-086
Qualified in Nassau Co.



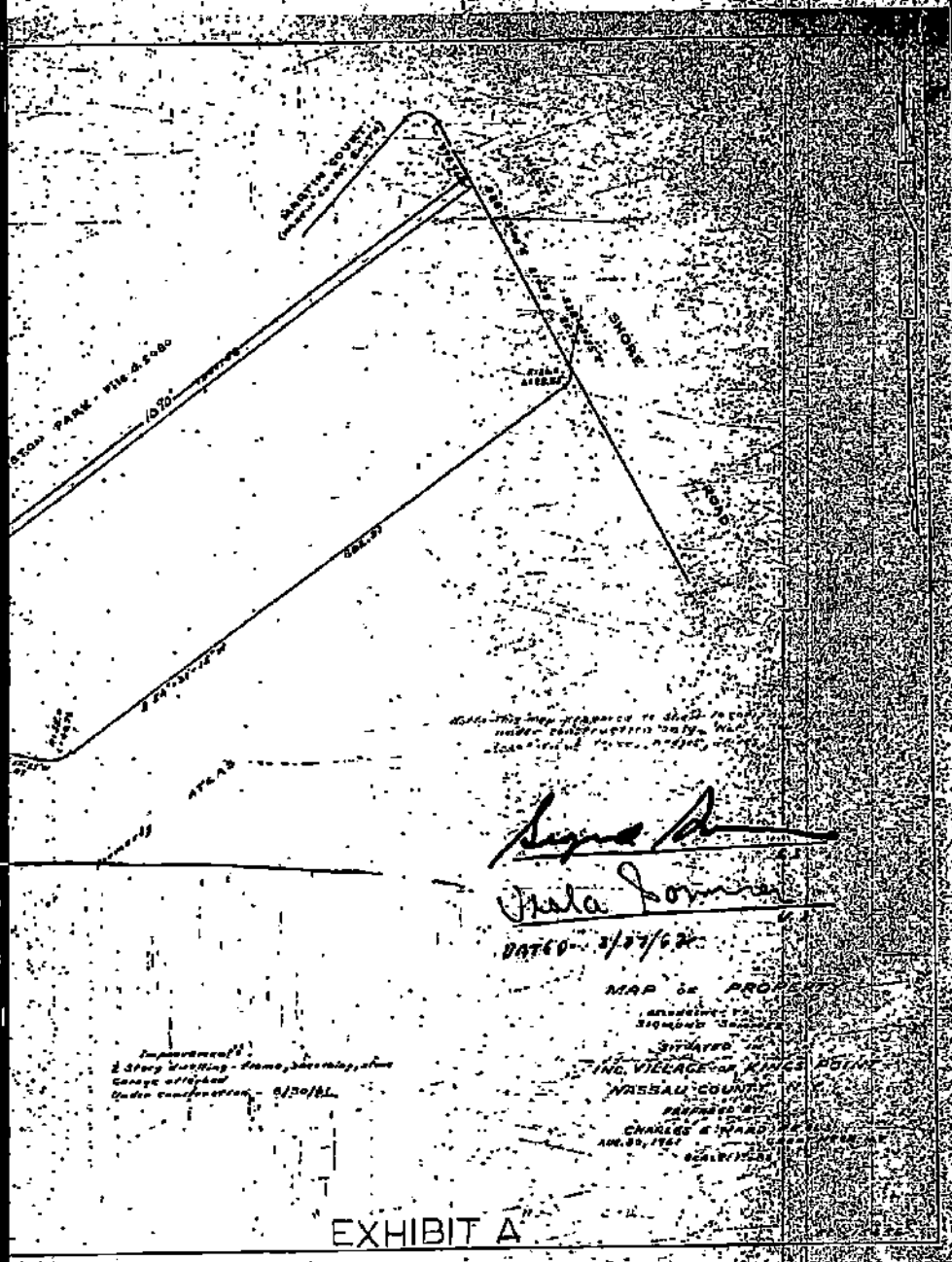


EXHIBIT A

APR 16 1962

STATE OF NEW YORK)

COUNTY OF)

On the day of one thousand nine hundred and
Sixty Two, before me came Stigmund Sommer and Viola Sommer
known to be the individual described in, and who executed the foregoing
instrument, and acknowledged that he executed the same.

Notarize

STATE OF NEW YORK)

COUNTY OF)

On the day of one thousand nine hundred and
before me came, to me
known, who being by me duly sworn, did depose and say that he resides at
in
that he is the of the corporation described in and which
executed the foregoing instrument; that he knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it was so
affixed by order of the Board of of said corporation, and that
he signed the name thereto by like order.

APR 16 1962

MA

ELECTRIC
EASEMENT

18555

RECORDED STIGMUND SOMMER AND VIOLA SOMMER

17342

APR 16 11 03 AM '62

TO

COUNTY CLERK'S OFFICE
MASSACHUSETTS
NEW YORK

Long Island Lighting Company

The Land Affected by the Within
Instrument Lies in Section /
Block R Lot on the Land
Map of the County of MASSACHUSETTS

RECORD AND RETURN TO:

Long Island Lighting Company
250 Old Country Road
Mineola, New York

K.M.Layhane
Corporate Seal
State of New York)
County of Westchester)ss.:

Noham Company Inc.
By Joseph T.McMahon President

On the 26th day of December nineteen hundred and thirty before me came Joseph T.McMahon to me known who being by me duly sworn, did depose and say that he resides in the Town of Ossining, County of Westchester; that he is the President of the Noham Company Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

K.M.Layhane Notary Public

State of New York)
County of Westchester)ss.:

I, Chas. J.F.Decker, Clerk of the County of Westchester and also Clerk of the Supreme and County Courts in and for the said County, the same being Courts of Record,

Do hereby certify that K.M.Layhane whose name is subscribed to the deposition or certificate of the Proof or acknowledgement of the annexed instrument and thereon written, was at the time of taking such deposition or proof and acknowledgment a Notary Public in and for such County duly commissioned and sworn and authorized by the laws of said State to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgements and proofs of deeds of conveyances of land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the Seal of the said Courts and County the 30 day of Dec. 1930.

Seal

Chas. J.F.Decker Clerk

Recorded in Nassau County Jan. 5, 1931 at 9.34 A.M.

G.M.G.

1570p 131

Deed # 255

City Bank Farmers Trust Company et al
to
Preston Pope Satterwhite

This Indenture made the
thirty-first day of December
nineteen hundred and thirty

..... between City Bank Farmers Trust Company (formerly known as The Farmers' Loan and Trust Company) a New York corporation having its principal place of business at #22 William Street (now temporarily at #43 Exchange Place) Borough of Manhattan, City, County and State of New York and Preston Pope Satterwhite as Executors of the Last Will and Testament of Florence G. Satterwhite, deceased, late of Nassau County, New York, parties of the first part and Preston Pope Satterwhite, residing at Village of Great Neck, County of Nassau, State of New York party of the second part,

Witnesseth that the parties of the first part by virtue of the power and authority to them given in and by said last will and testament and pursuant to a decree of the Surrogate's Court of the County of Nassau duly made and entered on

the 31st day of December 1930 in a proceeding entitled "In the Matter of the Judicial Settlement of the Account, of Preston P. Satterwhite and City Bank Farmers Trust Company (formerly known as The Farmers' Loan and Trust Company) as Executors of the Last Will and Testament of Florence C. Satterwhite, deceased, and of the Application for a Construction of said Will" and in consideration of Five hundred and eighty five thousand dollars (\$585,000.00) lawful money of the United States paid by the party of the second part do hereby grant and release unto the party of the second part, his heirs and assigns forever.

All that tract or parcel of land with the buildings and improvements thereon situated in the Village of Kings Point, Town of North Hempstead, County of Nassau, State of New York, bounded and described as follows:

Beginning at a point on the westerly side of Bayview Avenue at the southeasterly corner of the parcel herein described at the point where the dividing line between such parcel and land of Alfred P. Sloan Jr. intersects the westerly side of Bayview Avenue; thence running north 28 degrees, 23 minutes west along the westerly side of Bayview Avenue 980.27 feet to the southeasterly corner of the parcel of land conveyed by Preston P. Satterwhite and The Farmers' Loan and Trust Company as Executors of the last will and testament of Florence C. Satterwhite, deceased, to Preston P. Satterwhite by deed dated June 14, 1929 and recorded in the office of the Clerk of the County of Nassau; thence along said parcel of land conveyed to Preston P. Satterwhite the following three courses and distances, viz: (1) south 49 degrees, 38 minutes west 870.75 feet; (2) north 40 degrees 22 minutes west 125.47 feet; (3) south 54 degrees 57 minutes west 480 feet to the mean highwater line of Little Neck Bay; thence southerly along said mean highwater line of Little Neck Bay approximately 1041.73 feet to said land of Alfred P. Sloan Jr. thence along said land of Alfred P. Sloan Jr. the following two courses and distances, viz: (1) north 64 degrees, 37 minutes, 50 seconds east 262.69 feet; (2) north 54 degrees, 10 minutes 30 seconds east 1293.4 feet to the point of beginning; containing about 32.767 acres. Be said distances, dimensions, courses and area more or less.

Together with all right, title and interest of the parties of the first part in and to said Bayview Avenue to the center line thereof in front of and adjoining said premises.

Together also with all easements and riparian or other rights appurtenant to the above described premises and with all the right, title and interest of the parties of the first part in and to any land under the water of Little Neck Bay adjacent to said premises on the westerly side thereof.

Subject to the ordinances of the Village of Kings Point and any other municipal, town, county, state or United States Government restrictions or ordinances affecting said premises.

Together with the appurtenances and also all the estate which said testatrix had at the time of her decease in said premises and also the estate therein which the parties of the first part had or have power to convey or dispose of, whether individually or by virtue of said will or otherwise.

To have and to hold the premises herein granted unto the party of the second part his heirs and assigns forever.

In witness whereof the parties of the first part have executed these presents or caused the same to be executed on the day and year first above

written.

Corporate Seal

Attest:

L. B. Hayward Asst. Secretary

City Bank Farmers Trust Company

as Executor, as aforesaid

By W. B. Cardozo Vice President

Preston Pope Satterwhite (L.S.)
as Executor as aforesaid.

State of New York)
County of New York)ss.: On the 31st day of December nineteen hundred and thirty
before me came W.B. Cardozo to me known who being by me duly sworn did depose and say
that he resides in the City of New York that he is a Vice President of City Bank Farmers
Trust Company the corporation described in and which executed the foregoing instrument;
that he knows the seal of said corporation; that the seal affixed to said instrument is
such corporate seal; that it was so affixed by order of the Board of Directors of said
corporation; and that he signed his name thereto by like order.

Seal Frederick Beltz Frederick Beltz
Notary Public New York County
N.Y. Co. Clks No. 102 Reg. No. 2B 319
Kings Co. Clks No. 271 Reg. No. 2359
Bronx Co. Clks No. 48 Reg. No. 3223 A
Queens Co. Clks No. 888 Reg. No. 3447
Cert. filed in Nassau Co. Cert. filed in Westchester Co.
Clk & Reg. Office Commission expires March 30 1932.

State of New York)
County of New York)ss.: On the 31st day of December nineteen hundred and thirty before me
came Preston Pope Satterwhite to me known and known to me to be the individual described
in and who executed the foregoing instrument and he acknowledged that he executed the
same.

Seal Frederick Beltz Frederick Beltz
Notary Public New York County
N.Y. Co. Clks No. 102 Reg. No. 2B 319
Kings Co. Clks No. 271 Reg. No. 2359
Bronx Co. Clks No. 48 Reg. No. 3223 A
Queens Co. Clks No. 888 Reg. No. 3447
Cert. filed in Nassau Co.
Cert. filed in Westchester Co. Clk & Reg Office
Commission expires March 30 1932

Recorded in Nassau County Jan. 5, 1931 at 9:49 A.M.

CMG.

Deed # 257
The Gibson Corporation
to
Margaret McNally

This Indenture made the 16th
day of December nineteen
hundred and thirty Between

..... The Gibson Corporation a
corporation organized and existing under the laws of the State of New York party of
the first part and Margaret McNally residing at 674 East 42nd Street Brooklyn New York
party of the second part.

Witnesseth that the party of the first part in consideration of
One hundred dollars lawful money of the United States and other valuable considerations
paid by the part of the second part, does hereby grant and release unto the party
of the second part, her heirs and assigns forever,

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYER ONLY

THIS INDENTURE, made the 28th day of December, 1989, between

THE CITIZENS WATER SUPPLY COMPANY OF NEWTOWN, a New York corporation, with its principal place of business at 55 Northern Boulevard, Great Neck, New York 11021

party of the first part, and

WATER AUTHORITY OF GREAT NECK NORTH, a corporate governmental agency constituting public benefit corporation, created by the Legislature of the State of New York under Title 8-B of Article 15 of the Public Authorities Law of the State of New York, with its principal place of business at c/o Village of Great Neck, Village Hall, 61 Baker Hill Road, Great Neck, New York 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

ten dollars

lawful money of the United States, and other valuable consideration

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, now lying and being in the

the easements and other rights of the party of the first part in all the street plots, pieces or parcels of land set forth and shown on the map entitled "The Citizens Water-Supply Company of Newtown Map of the Distribution System", dated June 1970, revised April 27, 1989, to be filed simultaneously herewith with Miscellaneous Documents in the County Clerk's Office of the County of Nassau, State of New York, as Map Number 2479/89 (hereinafter referred to as the "map"); to be recorded as per Water Authority of Great Neck North, as Grantee and Recorder, against the Sections and Blocks set forth in Schedule A, annexed to and forming a part of the deed, which said Sections and Blocks may be affected by the map.

L1209-365

DEED10044PA6E974

8905
0200
NO
Consideration
NYS
C
See attached
for full details
ENTIRE BLOCK
352 Blocks

Rec'd 1/26/90

SECTION

SEC 1

BLOCKS

No. LOT #13

13	43	73	100	134	163	192
14	44	74	101	135	164	193
16	45	75	102	136	165	194
17	46	76	104	137	168	195
19	47	77	106-2	138	169	196
20	48	78	106-3	139	170	197
21	49	79	107	140	171	198
22	50	80	108	141	172	199
23	51-1	81	109	142	173	200
24	51-2	82	110	143	174	201
25	52	83	111	144	175	202
27	53	84	112	145	176	203
28	54	85	113	146	177	
29	55	86	114	147	178	
30	57	87	115	148	179	
31	59	88	116	149	180	
32	60	89	117	150	181	
33	61	90	122	151	182	
34	62	91	123	152	183	
35	63	92	124	153	184	
36	64	93	126	154	185	
37	65	94	128	155	186	
38	66	95	129	156	187	
39	67	96	130	157	188	
40	68	97	131	158	189	
41	69	98	132	159	190	
42	70	99	133	161	191	
	72					

DEED10044PA6E976 SCHEDULE A (Page 1)

AGE974

NO LOT #15

SEC 2

SECTION 2

Blocks:

/2	/36	148	180	/218	302	349
/3	/37	149	181	/219	303	350
/4	/38	150	186	/220	305	351
/6	/39	151	187	/221	306	352
/9	40-1	152	188	/222	307	353
/10	/41	153	190	/223	308	354
/11	/42	154	191	/224	309	356
/12	/43	155	192	/225	310	357
/13	/45	156	193	/226	311	363
/14	/48	157	194	/227	312	364
/15	/49	158	195	/228	313	365
/16	/83	159	196	/229	314	366
/17	/127	160	197	/230	315	367
/18	/129	161	198	/233	316	368
/20	/130	162	199	/284	317	369
/21	/132	167	201	/287	318	370
/22	/133	168	202	/288	327	371
/23	134	169	204	/289	330	372
/24	/136	170	207	/293	331	373
/26	/137	171	211	/294	332	374
/27	/138	173	212	/296	333	376
/28	/141	174	213	/297	334	
/29	/142	176	214	/298	335	
/30	/145	177	215	/299	337	
/31	/146	178	216	/300	338	
/35	/147	179	217	/301	348	

Description of easements
and rights-of-way to be conveyed

Liber 1364 cp 94	Liber 2169 cp 373
Liber 1451 cp 425	Liber 2264 cp 159
Liber 1413 cp 184	Liber 1203 cp 233
Liber 1235 cp 239	✓ Liber 1243 cp 67
Liber 1283 cp 213	Liber 2274 cp 44
Liber 672 cp 247	Liber 1209 cp 289
Liber 484 cp 319	Liber 2115 cp 254
Liber 3825 cp 33	Liber 4373 cp 345
Liber 1477 cp 190	Liber 6348 cp 594
Liber 1476 cp 47	Liber 1183 cp 76
Liber 1447 cp 21	Liber 431 cp 429
Liber 1371 cp 7	Liber 2338 cp 362
Liber 1389 cp 263	Liber 1924 cp 91
Liber 414 cp 325	Liber 1290 cp 179
Liber 306 cp 205	Liber 1949 cp 1
Liber 420 cp 62	Liber 1952 cp 38
Liber 713 cp 55	Liber 1077 cp 14
Liber 688 cp 65	Liber 1139 cp 179
Liber 4853 cp 128	Liber 2407 cp 141
Liber 3515 cp 374	Liber 1863 cp 197
Liber 1491 cp 320	Liber 1279 cp 346
Liber 1220 cp 231	Liber 1446 cp 204
Liber 1274 cp 14	Liber 1239 cp 364
Liber 1285 cp 236	Liber 6203 cp 424
Liber 1991 cp 49	Liber 9145 cp 612
Liber 1569 cp 296	✓ Liber 9199 cp 376
Liber 5760 cp 205	Liber 8344 cp 316
Liber 861 cp 165	Liber 8737 cp 311
Liber 431 cp 61	Liber 7730 cp 230
Liber 1260 cp 57	Liber 7931 cp 473
Liber 1133 cp 386	Liber 7379 cp 311

SCHEDULE B

Page 51

DEED10044PAGE978

Liber 7997 cp 131	Liber 896 cp 223
Liber 6108 cp 136	Liber 916 cp 41
Liber 5760 cp 223 ✓	Liber 912 cp 319
Liber 5196 cp 92	Liber 952 cp 380
Liber 5760 cp 227 ✓	Liber 368 cp 107
Liber 5553 cp 198	Liber 329 cp 284
Liber 5196 cp 100	Liber 987 cp 261
Liber 5760 cp 209 ✓	<u>Liber 1097 cp 335</u>
Liber 5553 cp 202	Liber 1102 cp 217
Liber 5196 cp 96	Liber 1026 cp 375
Liber 5760 cp 213 ✓	Liber 906 cp 80
Liber 4557 cp 313	Liber 976 cp 300
Liber 4853 cp 136	Liber 829 cp 315
Liber 4292 cp 150	Liber 820 cp 407
Liber 4557 cp 334	Liber 809 cp 92
<u>Liber 4853 cp 132</u>	Liber 4557 cp 309
Liber 4592 cp 128	Liber 6212 cp 215
Liber 4557 cp 121	Liber 866 cp 267
Liber 4853 cp 124	Liber 743 cp 221
Liber 4292 cp 168	<u>Liber 5760 cp 230</u>
Liber 4557 cp 117	<u>Liber 5760 cp 3</u>
Liber 4329 cp 495	<u>Liber 3474 cp 313</u>
Liber 3474 cp 542	Liber 5196 cp 114
<u>Liber 3986 cp 351</u>	Liber 3706 cp 293 ←
Liber 1905 cp 472	Liber 5196 cp 86
Liber 1846 cp 360	Liber 5196 cp 130
Liber 1894 cp 161 *	Liber 9150 cp 263
Liber 1052 cp 408	Liber 4853 cp 128
Liber 1036 cp 304	Liber 4557 cp 314
Liber 1042 cp 125	<u>Liber 4557 cp 154</u>
<u>Liber 794 cp 113</u>	<u>Liber 1052 cp 87</u>

DEED10044PAGE979

Liber 374 cp 243

Liber 303 cp 100

Liber 550 cp 222

Liber 3706 cp 268

Liber 4357 cp 350

Liber 5198 cp 112

Liber 734 cp 489

Liber 6108 cp 140

Liber 1803 cp 472

Liber 261 cp 42

Liber 323 cp 102

Liber 334 cp 98

Liber 916 cp 31

Liber 7131 cp 23

Liber 734 cp 487

Liber 1085 cp 425

Liber 4157 cp 346

Liber 4557 cp 342

Liber 3579 cp 388

Liber 5071 cp 348

Liber 6365 cp 88

Liber 1540 cp 403

Liber 1274 cp 16

Liber 2407 cp 176

Liber 6347 cp 573

Liber 3196 cp 124

Liber 4026 cp 174

Liber 5553 cp 210

Liber 3706 cp 268

Liber 1033 cp 10

Liber 3064 cp 25

Liber 2909 cp 49

Liber 4292 cp 14

Liber 6225 cp 32

Liber 6203 cp 41

Liber 3984 cp 141

Liber 5196 cp 100

Liber 1857 cp 29

Liber 1515 cp 35

Liber 5210 cp 13

Liber 1553 cp 184

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

Liber 4252 cp 12

STATE OF NEW YORK, COUNTY OF ...

On the _____ day of _____, 19____, before me, the undersigned authority, personally came _____

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF New York ss:

On the 28 day of December 1989, before me
personally came Howard C. Niskin

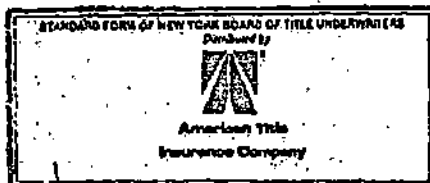
to me known, who being by me duly sworn, did depose and say that he resides at No. 10 Duquesne Rd
W. L. N. C.
that he is the Chairman of the Inter Authority of Great Neck
North, the corporation created
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

WITH COVENANT AGAINST GRANDS ACTS

Title No. 5905.0200

THE CITIZENS WATER SUPPLY COMPANY OF
NEWTON,

TO
WATER AUTHORITY OF GREAT BRITAIN NORTH



RECORD AND RETURN TO:

Chicago Title Ins. Co.
1 Old Country Road
Carle Place, NY 11514
Att: Recording Dept.

011458

16500

RECEIVED
S. REAL ESTATE

TRANSFER TAX
NASSAU
COUNTY

DEED10044PA6E98J

**** Electronically Filed Document ****

Instrument Number: 2019-18822

Recorded As: EX-D06 - DEED AGREEM

Recorded On: March 01, 2019

Recorded At: 11:18:18 am

Receipt Number: 1386233

Number of Pages: 8

Processed By: 001 DMF

Book-VI/Pg: Bk-D VI-13774 Pg-97

Total Rec Fee(s): \$380.00

** Examined and Charged as Follows **

06 - DEED AGREEMENT	\$ 80.00	EX-Blocks - Deeds - \$300	\$ 300.00
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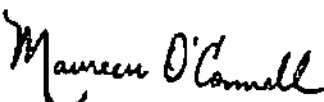
Property Information:

Section	Block	Lot	Unit	Town Name
1	150	29		N. HEMPSTEAD
1	150	30		N. 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.




 County Clerk Maureen O'Connell

1
150
29, 30

**DECLARATION OF COVENANTS
AND RESTRICTIONS**
Re: Nassau County Land and Tax Map:
Section 1, Block 150, Lots 29 and 30

THIS DECLARATION, made this 21st day of February, 2019 by Albert Kalimian, as Trustee of the Rouhollah Kalimian 2015 Irrevocable Trust, residing at 814 Chicken Valley Road, Locust Valley, New York 11560, hereinafter ("Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner of a 10.08 acre parcel of land known and designated on the Nassau County Land and Tax Map as Section 1, Block 150, Lots 29 & 30, which is more particularly described on Schedule A, (hereinafter the "Property". The property is also known as 190 West Shore Road, Kings Point, New York, situated in the Village's Residence A2 zoning district; and

WHEREAS, by decision dated July 18, 2017, the Declarant was granted preliminary approval by the Kings Point Planning Board (the "Planning Board") to subdivide the Property into 6-lots, as shown on the map entitled "*Preliminary Partitioning Map of Property Situated in the Inc. Village of Kings Point Nassau County, N.Y.*" prepared by Bladykas & Panetta, L.S. & P.E., P.C. and last dated May 24, 2017 (the "Map"), attached as Exhibit 1. As a condition of preliminary approval, the Declarant was required to obtain a variance from the Village of Kings Point Board of Appeals (the "Board of Appeals") from §161-32(G) of the Code of the Village of Kings Point (the "Code"). The variance would permit the legally preexisting red wooden picket fence on top of a masonry base wall, which does not conform to the requirements of §161-35(C) of the Code, to remain after the subdivision of the Property, and

WHEREAS, the Declarant applied to the Board of Appeals for a variance to permit the legally preexisting red wooden picket fence on top of a masonry wall, which does not conform to the requirements of §161-35(C) of the Code, to remain after subdivision approval. On September 13, 2018, the Board of Appeals granted the requested variance, subject to various conditions, including the recording of a Declaration of Covenants and Restrictions to address the Village's concerns as to how the existing stone wall will be impacted by a relocation of the existing curb cut, and who will be responsible for the fence and wall being properly maintained in the future, at no cost to the Village, and

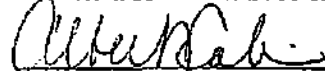
NOW, THEREFORE, the Declarant, in compliance with the decision of the Board of Appeals, and for such other good and valuable consideration, hereby declares that the Property is and shall hereafter be held, transferred, sold and occupied subject to the covenants and restrictions herein set forth:

1. The portions of the existing fence and wall to be removed for the new curb cut, as shown on Exhibit 1, shall be used to continue the wall and fence to the southern boundary of the Property. Any new material that is required to extend the fence and wall to the southerly boundary shall match the existing fence and wall, to the extent feasible, as determined by the Superintendent of the Village Building Department.
2. The Declarant, and then on the subsequent sale and transfer of approved lots shown on Exhibit 1, the then owners of each of the six Parcels shown on the Map shall be jointly and severally responsible for the continued maintenance, repair, and replacement of the wooden picket fence and masonry base wall, including, but not limited to, that portion that is located on Village property in front of the Property. This obligation shall continue for so long as all or any part of the wooden picket fence or the masonry wall shall remain. The Superintendent of the Village Building Department shall determine if maintenance, repair, or replacement of the wooden picket fence and masonry base wall is required.
3. Declarant agrees to hold harmless and indemnify the Village of Kings Point ("Village") in the event the Village is successful, in whole or in part, in any action or proceeding commenced in any court, other than a Village Justice Court, to enjoin a violation of this Declaration of Covenants and Restrictions, or to otherwise enforce, prosecute, or defend the provisions of this Declaration of Covenants and Restrictions. The Village shall be entitled to be reimbursed for all of its reasonable legal costs and expenses, including, but not limited to, all of its attorneys, experts, and witnesses' fees, as may be awarded by such court.
4. In the event the Village shall be entitled to any sum from any property owner because of such property owner's failure to comply fully with the obligations set forth in paragraph Two, and said sum is not paid by the responsible owner to the Village within thirty days of demand, the Village, at its sole option, either:
 - a. may assess such sum as a lien against such responsible owner's property, which thereafter shall be collected by the Village in the same manner as if said sum had been assessed as a tax upon such property; or

- b. may collect such sum by judicial proceedings in the Supreme Court of the State of New York, County of Nassau, or such other court as the Village may deem appropriate, in which case the legal costs and expenses, including, but not limited to, all attorneys, experts, and witnesses' fees, of such proceeding, shall be recoverable by the Village in such proceeding, as additional damages.
5. The provisions of the Declaration of Covenants and Restrictions shall be covenants running with the land, and binding upon the Declarant, owner, and its transferees, grantees, successors, and assigns.
6. The Declaration of Covenants and Restrictions solely shall run to the benefit of the Board of Trustees of the Village, which shall have the sole authority to enforce any of the provisions set forth therein.
7. The Declaration of Covenants and Restrictions may not be amended, modified, or rescinded without the express written authority of the Board of Trustees of the Village and with the consent of the then owners of the properties affected by such amendments, modifications, or rescissions, their transferees, grantees, successors, or assigns.
8. Although the Board of Trustees shall have the authority to amend, modify, or rescind the Declaration, no such action by the Board of Trustees shall affect the conditions imposed by the Board of Appeals in this decision, which may be modified only by the Board of Appeals.
9. Reimburse the Village for all of the costs and expenses it has incurred in the processing of this application, including, but not limited to, the cost of the preparation and recording of the said Declaration.

IN WITNESS WHEREOF, this Declaration has been duly executed by the undersigned the day and year first above written.

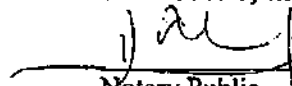
Rouhollah Kalimian 2015 Irrevocable Trust


By: Albert Kalimian, Trustee

STATE OF NEW YORK)
) ss.:
COUNTY OF NASSAU)

On the 21st day of February in the year 2019 before me, the undersigned, a Notary Public in and for said state, personally appeared **Albert Kalimian**, 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 he executed the same in his capacity, and the by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

h:\clients\kalimian-v&r\documents\zba-c&r.doc



Notary Public - State of New York

KATHERINE A. FREY
Notary Public, State of New York
No. 01FR6070997
Qualified in Nassau County
Commission Expires March 11, 2022

Schedule A

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 Kings Point, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point on the Southwesterly side of West Shore Road distant 378.96 feet Southeasterly from the Easterly terminus of the arc of a curve which connects the Southeasterly side of Martin Court with the Southwesterly side of West Shore Road;

RUNNING THENCE along the Southwesterly side of West Shore Road, the following two (2) courses and distances:

1. South 28 degrees 23 minutes 00 seconds East, 210.78 feet;
2. South 28 degrees 07 minutes 55 seconds East, 85.75 feet to a point of curve;

THENCE Southerly along the arc of a curve bearing to the right having a radius of 20 feet, a distance of 28.85 feet; said arc being subtended by a chord bearing South 13 degrees 11 minutes 40 seconds West, 26.41 feet;

THENCE South 54 degrees 31 minutes 15 seconds West, 882.31 feet to a point of curve;

THENCE Westerly along the arc of a curve bearing to the right, having a radius of 55 feet, a distance of 44.76 feet; said arc being subtended by a chord bearing South 77 degrees 50 minutes 10 seconds West, 43.54 feet;

THENCE North 78 degrees 50 minutes 55 seconds West, 79.47 feet;

THENCE South 60 degrees 50 minutes 02 seconds West, 215 feet;

THENCE South 44 degrees 34 minutes 04 seconds West, 94.28 feet;

THENCE South 60 degrees 50 minutes 02 seconds West, 25 feet;

SCHEDULE A

DECLARATION OF
COVENANTS AND RESTRICTIONS

Record and Return to:

HUMES & WAGNER, LLP

Attorneys for Defendants

Office and Post Office Address, Telephone

147 FOREST AVENUE

P.O. BOX 546

LOCUST VALLEY, N.Y. 11560

516-676-4600

REC 22036-19

**** Electronically Filed Document ****

Instrument Number: 2023-62863

Recorded As: EX-D06 - DEED AGREEM

Recorded On: October 20, 2023

Recorded At: 02:56:01 pm

Receipt Number: 3008383

Number of Pages: 7

Processed By: 001 DMF

Book-VI/Pg: Bk-D VI-14431 Pg-144

Total Rec Fee(s): \$380.00

** Examined and Charged as Follows **

06 - DEED AGREEMENT	\$ 75.00	EX-Blocks - Deeds - \$300	\$ 300.00	EX-TP-584 Affidavit Fee	\$ 5.00
---------------------	----------	---------------------------	-----------	-------------------------	---------

	Tax Amount	Consid Amt	RS#/CS#		
Tax-Transfer	\$ 0	\$ 0	RE 5642	Basic	\$ 0.00
N. 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
1	150	29		N. HEMPSTEAD
1	150	30		N. 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

WATER MAIN EASEMENT

Re: Nassau County Land and Tax Map:

Section 1, Block 150 Lots 29 & 30

THIS INDENTURE made as of the 26th day of September 2023 by and between

ROUHOLLAH KALIMIAN 2015 IRREVOCABLE TRUST, (the "TRUST"), with a principal place of business at 814 Chicken Valley Road, Locust Valley, NY 11560; and

WATER AUTHORITY OF GREAT NECK NORTH (the "Authority"), a public authority of the State of New York, having its principal place of business at 50 Watermill Lane, Great Neck, New York 11021.

WHEREAS, the TRUST is the owner of the premises known as 190 West Shore Road, in Kings Point, NY 11024, shown on the Nassau County Land and Tax Map as Section 1, Block 150, Lots 29 & 30 (the "Premises"); and

WHEREAS, the TRUST has asked the Authority to install a new service line on the Premises; and

WHEREAS, the Authority has requested an easement, as set forth below as a condition to installing that new service line,

NOW THEREFORE, the TRUST, for good and valuable consideration, does hereby grant, bargain, and release unto the Authority, its successors and assigns forever:

the nonexclusive right, privilege, and easement in, through and over the portion of that certain Plot, piece or parcel of land situate, lying and being in the Village of Kings Point, County of Nassau, State of New York, known as 190 West Shore Road, Kings Point, NY 11024, and shown as Section 1, Block 150, Lots 19 & 30 on Nassau County Land and Tax Map as Section, as more particularly bounded and described on Schedule A and shown on the survey attached as Attachment B (hereinafter the "Easement Area"), to enter into and upon for the purposes of laying, using, maintaining, examining, and replacing water mains, pipes, hydrants, services, connections, and appurtenances (hereinafter together referred to as "facilities"), and to substitute other facilities therefor, with the nonexclusive right to make connections to said facilities from time to time for the purpose of supplying water to mains in connecting avenues, roads, easements, rights of way, and other lands, it being understood, however, that upon such entry for the purpose of laying, using, maintaining, examining, or replacing said facilities, or making connections thereto, the work involved will be done with all reasonable speed and the disturbed area will be placed in substantially the same condition as before such entry;

TOGETHER with all the appurtenances and all the estate and rights of the party of the first part in and to any facilities now laid or to be laid under said right, privilege and easement;

TO HAVE AND TO HOLD the property hereby granted unto the Authority its successors and assigns, forever.

AND, the TRUST covenants with the Authority as follows:

FIRST: That the TRUST will not grant to any person, corporation, or other entity whatsoever, other than the Authority, any right, privilege, or easement that will conflict with or encumber the easement hereby conveyed to the Authority, or any part thereof, and will not suffer any other person or corporation to use or exercise in the Premises, any such right, privilege, or easement, or any part thereof that will conflict with or encumber the easement hereby conveyed.

SECOND: That the TRUST has not done or suffered anything whereby the Easement Area has been encumbered in any manner whatsoever that will conflict with the easement hereby conveyed.

IN WITNESS WHEREOF, the party of the first part has signed this instrument the day and year first above written.

ROUHOLAH KALIMIAN 2015 IRREVOCABLE TRUST

BY:  Title: Trustee
ALBERT KALIMIAN

WATER AUTHORITY OF GREAT NECK NORTH

BY:  Title: Superintendent
GREGORY C. GRAZIANO

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

On the 26 day of September 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Albert Kalimian, 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 he executed same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument..

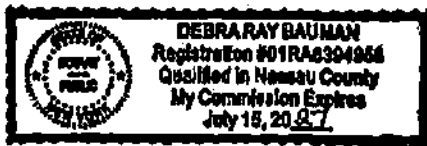
Marilyn A. Maguinness
Notary Public

MARLYN A. MAGUINNESS
Notary Public, New York State
No. 01MA4711364
Comm. Expires June 30, 2026

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

On the 3rd day of October 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY C. GRAZIANO, 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 he executed same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Debra Ray Bauman
Notary Public



SCHEDULE A

LEGAL DESCRIPTION
30' Wide Water Authority Easement

BEGINNING at a point on the Southwesterly side of West Shore Road distant 378.96 feet Southeasterly from the Easterly terminus of the arc of a curve which connects the Southeasterly side of Martin Court with the Southwesterly side of West Shore Road;

RUNNING THENCE along the Southwesterly side of West Shore Road, the following 2 courses and distances:

1. South 28 degrees 23 minutes 00 seconds East 210.78 feet;
2. South 28 degrees 07 minutes 55 seconds East 52.42 feet to the TRUE POINT OR PLACE OF BEGINNING;

RUNNING THENCE South 28 degrees 07 minutes 55 seconds East 30.25 feet along the Southwesterly side of West Shore Road;

THENCE South 54 degrees 31 minutes 15 seconds West 838.68 feet;

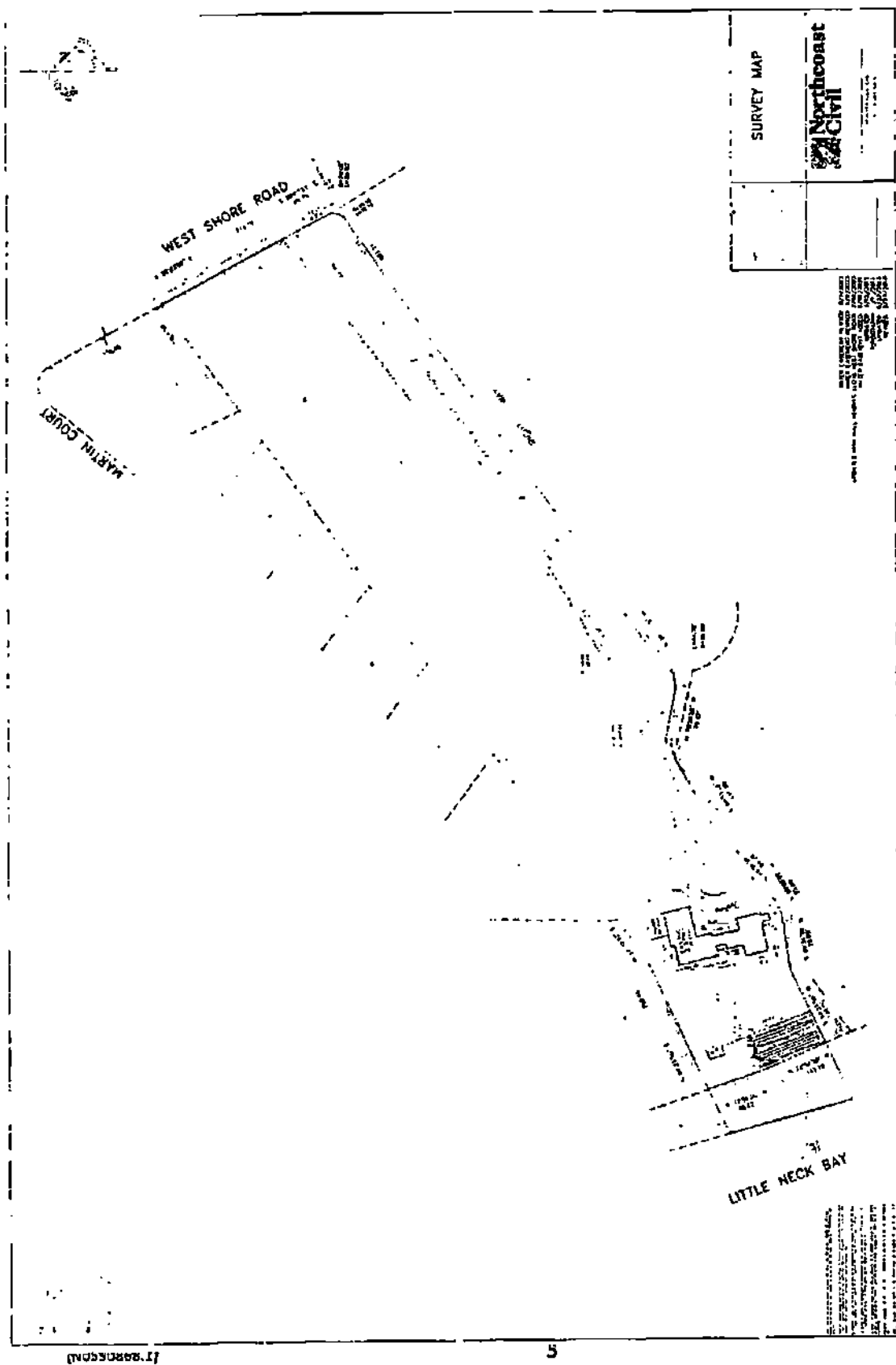
THENCE South 60 degrees 40 minutes 05 seconds West 113.41 feet;

THENCE along the arc of a curve bearing to the right having a radius of 61.00 feet a distance of 32.15 feet;

THENCE North 60 degrees 40 minutes 05 seconds East 122.29 feet;

THENCE North 54 degrees 31 minutes 15 seconds East 840.94 feet to the POINT OR PLACE OF BEGINNING.

ATTACHMENT B



Section: 1

Block: 150

Lots: 29 & 30

RECORD & RETURN TO:

Stephen G. Limmer, Esq.
McLaughlin & Stern, LLP
1122 Franklin Avenue, Suite 300
Garden City, New York 11530

FOR YOUR INFORMATION:

BELOW IS A LIST OF RESOURCES THAT MAY ASSIST YOU IN CLEARING SOME OF THE EXCEPTIONS AND VIOLATIONS SHOWN IN THIS REPORT

1. CITY OF NEW YORK HOUSING PRESERVATION AND DEVELOPMENT (HPD)

Housing Litigation	(212) 863-6300 or (212) 863-8229
Mortgage Foreclosures	(212) 863-8342
Regular Mortgages	(212) 863-6183
Relocation Liens	(212) 863-8364
HPD Judgments	(212) 863-5041; Fax (212) 863-5058

<http://www.nyc.gov/hpd>

2. DEPARTMENT OF HIGHWAYS (SIDEWALK LIENS)

(718) 222-7233

3. ENVIRONMENTAL CONTROL BOARD

66 John Street, 10 th Floor	(212) 361-1400
New York, NY 10038	

<http://www.nyc.gov/html/dep/html/ecb.html>

4. FEDERAL TAX LIENS

(718) 488-2820
(212) 719-8287
(914) 682-6055

5. TAX LIENS

X-SPAND (also services prior JER Tax Liens)	(866) 283-6443
--	----------------

Mooring Tax Asset Group, LLC	(800) 750-9210
------------------------------	----------------

6. FRANCHISE TAXES

Status Reports	(518) 457-4273
----------------	----------------

7. NYC DEPARTMENT OF TAXATION AND FINANCE

P.O. Box 32	(212) 504-4036
New York, NY 10008	

<http://www.nyc.gov/finance>

In Rem Dept.	(212) 232-1712
Law Dept.	(212) 788-9555
Tax Lien Sale Hotline	(212) 504-4039
Tax Lien Hotline	(212) 504-4080
Warrant Unit	(212) 440-5300 taxlinkcollect@finance.nyc.gov

8. NYC WATER BOARD

P.O. Box 410
Church Street Station
New York, NY 10008-0410

(718) 595-7000

<http://www.nyc.gov/finance>

9. NYC DEPARTMENT OF BUILDINGS

Unsafe building lis pendens

(212) 566-3320

<http://www.nyc.gov/html/dob/home.html>

10. NEW YORK STATE TAX COMMISSION LIENS

Brooklyn	(718) 722-4570
Queens	(718) 459-5393
Nassau	(516) 566-3928
Suffolk	(631) 952-6235
Albany (General Info)	(800) 225-5829

11. PARKING VIOLATIONS

A satisfaction of judgment must be obtained from the Parking Violations Bureaus located at any of the below addresses. Said satisfaction is to be filed with the County Clerk's Office located at 60 Centre Street, New York, NY 10007.

Manhattan:	1 Centre Street, 1 st Floor, New York, NY 10007
Bronx:	1400 Williamsbridge Road, Bronx, NY 10461
Queens:	1 Lefrak City Plaza, Queens, NY 11368
Brooklyn:	90 Myrtle Avenue, Brooklyn, NY 11201
Staten Island:	300 St. Marks Place, Staten Island, NY 10301

<http://nycserv.nyc.gov/nycservinquiry/nycservmain>

NEW YORK STATE REAL PROPERTY TRANSFER TAX

Chapter 15 Laws of 1983, among other things raises the New York State Transfer Tax to \$2.00 per \$500.00 consideration or fraction thereof (or \$4.00 per \$1,000). In computing the tax, existing liens or encumbrances will be deductible **ONLY** where the transfer is of a 1, 2, 3 family house or individual residential condominium or where the consideration is less than \$500,000. The new tax rate shall take effect May 1, 1983 but shall not apply to transfers of property made on or after such date of pursuant to contract entered into prior to such date. Copies of contracts and assignments are required to obtain benefit for earlier rates.

EQUALIZATION FORM

Chapter 751 of the Laws of 1980 added subdivision 1-e to Real Property Law, Section 333, effective November 1, 1980 which requires the filing of an original State of New York State Board of Equalization and Assessment Real Property Transfer Report (Form EA-5217) with every deed submitted for recording in all counties in the state, excepting those in New York City. Those counties create those forms through ACRIS. The reverse side of the form's fourth sheet gives instructions for the form's completion. Some counties require that a fee be paid when submitting this form. Copies of the form can be obtained from Omni Title Agency or from your County Clerk. The filing fee for this form is \$125.00 for residential properties and \$250.00 for commercial properties. A downloadable PDF version of this form is available at www.omnititle.com. However this form is only acceptable if it is printed on legal sized paper (8 1/2" x 14").

FOR INFORMATION ONLY

The Foreign Investment in Real Property Tax Act (FIRPTA), as amended by the Deficit Reduction Act of 1984, require that a transferee withhold ten percent (10%) of the sales price of a non-exempt transfer as tax and remit the same to the Internal Revenue Service where the transferor is a foreign person and the transferee is acquiring a United States Real Property Interest, as said terms are defined in FIRPTA and the regulations issued thereunder. This is effective as to transfers taking place on or after January 1, 1985.

NOTE: FOR OWNER OCCUPIED RESIDENTIAL PROPERTY ONLY:

“Chapter 502 of the Laws of the 1982 (Insurance Laws Section 440 Subdivision 5”, effective 9/11/82) required that title companies offer, at or prior to closing, an optional policy to cover the homeowner for the future market value of his/her house. You may therefore, elect to obtain protection in excess of your purchase price. If you do not want this additional optional coverage, you must waive by signing in the space following this notice.

NOTE: FOR DEEDS: Effective January 1, 1977, State Legislation makes mandatory for all instruments to show the real property tax service map designation. Said map designation should appear in the left hand margin of the deed.

NOTE: Section 6045(e) of the Internal Revenue Code requires the collection and reporting of information on transaction(s) involving the sale or exchange of one to four family residential real estate to the Internal Revenue Service. At the option of the parties to the transaction, and upon the payment of a \$50.00 service charge, Omni Title Agency will undertake to collect the required information and file it with the Internal Revenue Service on a Form 1099 information return as required by the statute.

NOTICE TO NONRESIDENT SELLERS/TRANSFERORS OF REAL PROPERTY IN New York State (INDIVIDUALS, TRUSTS AND ESTATES):

FAILURE TO COMPLY WITH TAX LAW ARTICLE 22, SECTION 663 MAY RESULT IN THE ADJOURNMENT OF YOUR CLOSING. See New York State Department of Taxation and Finance forms TP-584 and IT-2663 for further details.

FURTHERMORE, ANY NONRESIDENT SELLERS/TRANSFERORS INTENDING TO USE A POWER OF ATTORNEY IN CONNECTION WITH THE EXECUTION OF FORMS TP-584 AND IT-2663 MUST CONTACT LEGAL COUNSEL OR A TITLE OFFICER FOR FURTHER INSTRUCTIONS PRIOR TO CLOSING. FAILURE TO DO SO MAY RESULT IN AN ADJOURNMENT OF YOUR CLOSING.

DISCLOSURE OF ADDITIONAL SERVICES NOTICE TO THE INSURED

Reference # 2505-2977427

Please be advised that the lender and other parties may have requested Title Agent to undertake and perform additional services which are not necessary services in connection with the issuance of the title policy. Such services include but are not limited to: obtaining copies of Building Permits and of the Certificate of Occupancy, conducting municipal and other departmental searches, conducting highway and street searches to determine whether access to the subject premises is over a public or private street, conducting Patriot searches, conducting bankruptcy searches and making survey and/or property inspections. The charges for such services are reasonably related to the work performed and are not excessive. The issuance of the title policy is not dependent upon Title Agent performing such additional services.

OMNI TITLE AGENCY
6800 Jericho Turnpike, Suite 212E
Syosset, New York 11791
Phone: (516) 621-1100 Fax: (516) 945-6077

MORTGAGE SCHEDULE PAGE 1 OF 1

DISPOSITION

NONE OF RECORD



MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County:	NASSAU	Title Number:	LSTAR AA77743
Swis Code	282217		
Town/City:	TOWN OF NORTH HEMPSTEAD	Area:	VILLAGE OF KINGS POINT
Address:	190 WEST SHORE ROAD		
Owner:	KALIMIAN ALBERT		
Tax Class:	25001 ESTATES		
School Dist:	07-GREAT NECK		
District:		Acreage:	10.4
Section:	1	Item#:	
Block:	150	Land AV:	
Lot:	29 & 30	Total AV:	9,039
Exemptions:	NON EXEMPT	District:	
		Section:	1
		Block:	150
		Lot:	29 & 30
		Total AV:	76,500
		Exemptions:	NON EXEMPT

2024/2025 SCHOOL TAX

TOTAL:	\$110,273.01			YEAR: 7/1-6-30
1ST HALF:	\$55,136.51	PAID	10/25/2024	DUE: 10/1
2ND HALF:	\$55,136.50	PAID	3/24/2025	DUE: 4/1

2025 TOWN TAX

TOTAL:	\$20,515.35			YEAR: 1/1-12/31
1ST HALF:	\$10,257.68	PAID	2/5/2025	DUE: 1/1
2ND HALF:	\$10,257.67	PAID	6/25/2025	DUE: 7/1

PLEASE NOTE THAT THE TOWN OF NORTH HEMPSTEAD HAS IMPOSED A \$10.00 DUPLICATE BILL FEE WHICH IS IN ADDITION TO THE AMOUNTS SHOWN ABOVE. THIS FEE MUST BE PAID WITH A SEPARATE CHECK WHEN MAKING A PAYMENT.

2025/2026 VILLAGE TAX

TOTAL:	\$28,266.75	PAID	6/23/2025	YEAR: 6/1-5/31
				DUE: 6/1

ARREARS: -NONE FOUND-

Our policy does not insure against such items which have not become a lien up to the date of policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

MUNICIPAL DATA SERVICES, INC.

4308064

16596876



MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

WATER DISTRICT: GREAT NECK NORTH
ACCOUNT NUMBER: #99031526002
AMOUNT: \$650.16 PAID 6/23/2025
USAGE TO 6/2/2025
SUBJECT TO FINAL READING
PLEASE PRODUCE BILL/RECEIPT AT CLOSING.

POSTING DATE: 07/21/2025
SUBJECT TO CONTINUATION

TAX SEARCH DOES NOT GUARANTEE AGAINST EXISTENCE OF SIDEWALK/CURB ASSESSMENTS
WHICH ARE NOT REFLECTED IN THE REAL ESTATE TAX RECORDS AS OF SAID POSTING DATE.

Our policy does not insure against such items which have not become a lien up to the date of policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insured abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

MUNICIPAL DATA SERVICES, INC.

4308064

16596876



MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Continued

Set forth below are the unpaid taxes, water rates, assessments which are properly filed and indexed liens as of the date of this search.

County: NASSAU

Title Number: LSTAR AA77743

PAYMENT INFORMATION

SCHOOL TAX COLLECTOR

TOWN OF NORTH HEMPSTEAD
RECEIVER OF TAXES
200 PLANDOME ROAD
MANHASSET, NY 11030
TELEPHONE: 516-869-7630

TOWN TAX COLLECTOR

TOWN OF NORTH HEMPSTEAD
RECEIVER OF TAXES
200 PLANDOME ROAD
MANHASSET, NY 11030
TELEPHONE: 516-869-7630

VILLAGE TAX COLLECTOR

VILLAGE OF KINGS POINT
RECEIVER OF TAXES
32 STEPPING STONE LANE
GREAT NECK, NY 11024
TELEPHONE: 516-482-7872

NASSAU COUNTY TREASURER

1 WEST STREET, 1ST FLOOR
MINEOLA, NY 11501
CONTACT 516-571-2090
FOR ASSISTANCE

Our policy does not insure against such item which have not become a lien up to the date of policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises to be insure abut. Recent payments of any open items returned on this tax search may not be reflected on the public records. Therefore, please request the seller or borrower to have receipts for bills available at the closing.

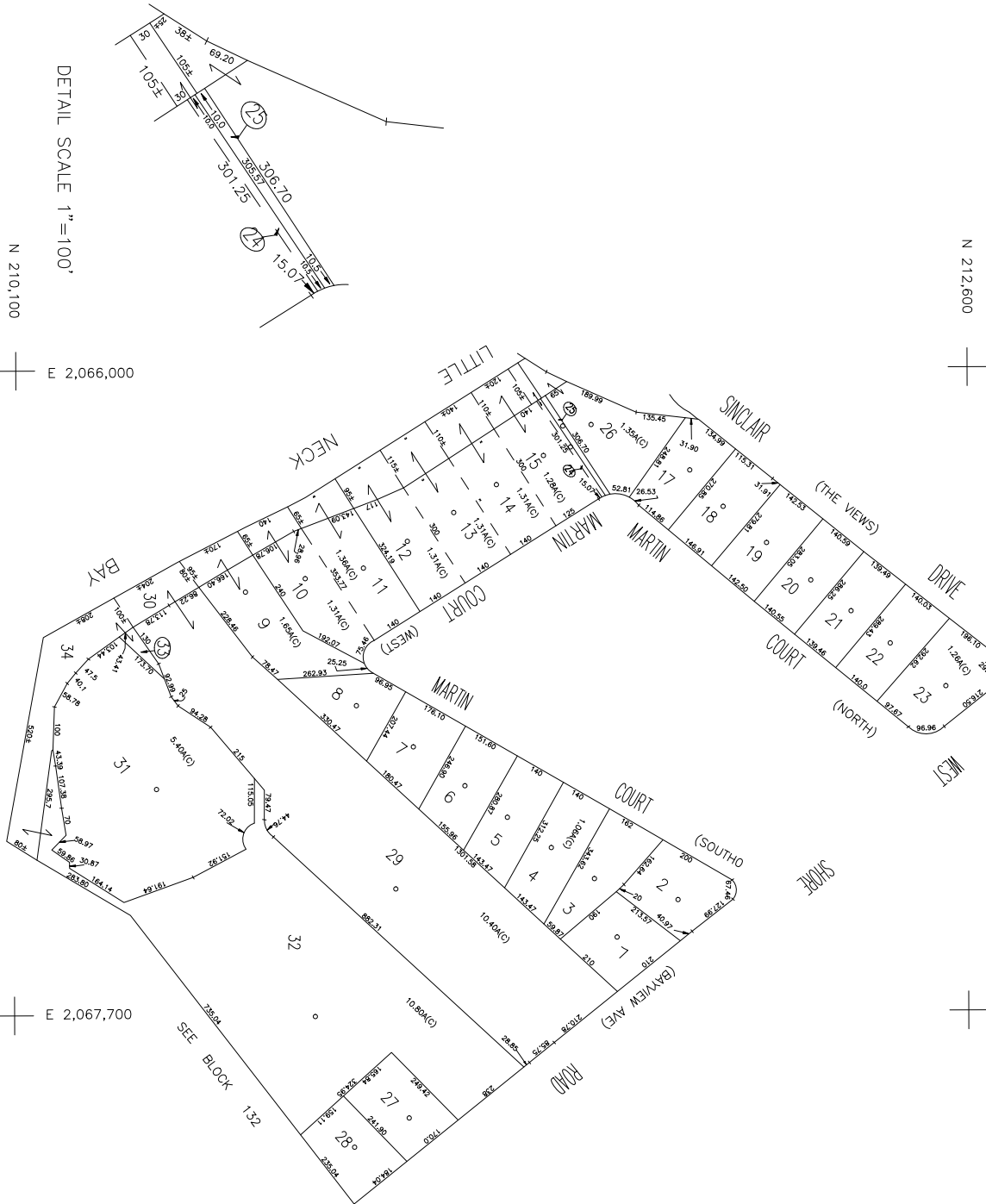
MUNICIPAL DATA SERVICES, INC.

4308064

16596876

N 212,600

SCALE: 1" = 200'



LEGEND

COUNTY LINE	-----
TOWN LINE	-----
WATER LINE	-----
PROPERTY LINE	-----
PROPOSED LINE	-----
SPECIAL DISTRICT LINE	-----
LOCATION POINT	•
LOCATION POINT AND CALCULATED AVERAGE	•
SCALE DIMENSION	1"=100'
REFERENCE MAP	MAP NO. 1

SPECIAL DISTRICTS

POLICE	DIST	FIRE PROTECTION	DIST	PUBLIC PARKING	DIST	DRAINAGE	DIST	MUNICIPALITIES	DIST
WATER		SANITARY		SEWER		FIRE HYDRANT RENTAL		NORTH HAVEN	
LIGHTING		REFUSE & GARBAGE		PARK		GARBAGE		CITY OF SAN	
LIBRARY		REFUSE DISPOSAL		Great Neck		ESCALATOR		LONG BEACH	
FIRE		SEWAGE COLLECTION		IMPROVEMENT		WATER POLLUTION CONTROL		UNINCORPORATED TOWNSHIP OF LONG BEACH	
						Town, County, College, Police, Fire		SCHOOL DISTRICT	
								Great Neck	



Nassau County
Department of Assessment
Land & Tax Map

Map Last Revised August 30, 2012

SEC. 1
BLK. 150
SHEET 1 OF 1

MUNICIPAL, DEPARTMENTAL AND OTHER INFORMATIONAL SEARCHES

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. They will not be insured and the company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

THE FOLLOWING MUNICIPAL SEARCHES HAVE BEEN ORDERED FOR THIS REPORT AND ARE ATTACHED HERewith UNLESS OTHERWISE INDICATED:

Certificate of Occupancy Search
Housing and Building Violation Search
Street Report Search

CENTRAL VIOLATIONS BUREAU

In New York City, since about July 1, 1961, only the Fire Department, The Department of Health, the Department of Air Pollution Control and the Department of Water Supply, Gas and Electricity have been reporting violations issued by them affecting multiple dwellings to the Central Violations Bureau established pursuant to Section 328 of the Multiple Dwelling Law. In its report to its search for violations the Department of Buildings includes such violations affecting multiple dwellings filed by the aforesaid departments in the central bureau.



MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date: 07/25/2025

County: NASSAU
City/Town: Town of North Hempstead
Village: Village of Kings Point

Title/CoNo.: LSTAR AA77743

Address: 190 WEST SHORE ROAD

Section: 1
Block: 150
Lot: 29 , 30

CERTIFICATE OF OCCUPANCY SEARCH

We have been advised by the Building Department that a search of their records has been made for the above captioned premises. The following information has been provided by municipal employees. Limited access regulations apply.

ATTACHED PLEASE FIND CERTIFICATES OF OCCUPANCY :

#1641 ISSUED 4/25/1962 - ONE FAMILY RESIDENCE.
#1563 ISSUED 9/6/1960 - POOL HOUSE.
#1539 ISSUED 2/4/1961 - SWIMMING POOL.
#1845 ISSUED 11/29/1963 - DOCK.
#4638 ISSUED 9/6/1989 - TENNIS COURT.
#20060008030 ISSUED 8/9/2018 - DEMOLISH AND REBUILD DOCK.

ATTACHED PLEASE FIND CERTIFICATE(S) OF COMPLETION:

#6154 ISSUED 6/18/2002 - SANITARY ALTERATION.
#7354 ISSUED 12/17/2003 - WOOD FENCE REPLACEMENT.
#20080008404 ISSUED 8/9/2018 - REPLACEMENT OF EXISTING
RETAINING WALL.
#20010007089 ISSUED 8/9/2018 - OIL TANK ABANDONMENT.
#20100008779 ISSUED 8/9/2018 - RETAINING WALL AND CONCRETE
PIERS.
#20220466 ISSUED 10/26/2023 - FLOATING DOCK.
#20210218 ISSUED 10/26/2023 - GENERATOR.
#20230315 ISSUED 10/26/2023 - FENCE.

Municipal Data Services Inc. certifies that the records of the above municipal agency were examined on behalf of LANDSTAR TITLE, INC. The information reported above is a true and accurate abstract of the information on file therein. This report is submitted for information purposes only. There are no intended third party beneficiaries. No liability is assumed.
00025.00

VILLAGE OF KINGS POINT, NEW YORK

INSTRUCTIONS—the NAME and ADDRESS of the OWNER of the building must be stated. If owner is a corporation, state name and address of one of the executive officers. This application must be SIGNED BY OWNER, or person authorized by owner.

THIS APPLICATION MUST BE TYPEWRITTEN AND FILED IN DUPLICATE

FILL OUT COMPLETELY

APPLICATION FOR CERTIFICATE OF OCCUPANCY

TO THE BUILDING INSPECTOR:

April 18 1962

The undersigned respectfully requests that a Certificate of Occupancy be issued to him stating that the Building located at and known as No. 199 WEST SHORE ROAD in the Village of Kings Point, N. Y., conforms to the requirements of the Building Code and all other laws and ordinances, and to the rules and regulations applicable to a building of its class and kind.

Block R Lot 90 68 (Signed) Edward H. Stein Owner Representative
Section 1 (Address) 90 ARMOUR ST., LONG BEACH, N.Y.
Permit No. 1641 Construction Cost \$140,000.00
Date Granted April 17, 1961 Additional Fee

STORY	LIVE LOADS LBS. PER SQ. FT.	NUMBER OF ROOMS	USE
Basement			<u>ONE FAMILY RESIDENCE</u>
First Story			

I certify that the structure covered by this Certificate of Occupancy was constructed, altered or repaired in accordance with the approved plans and specifications and the Building Code of the Village of Kings Point.

Edward H. Stein Architect
Engineer
Bldg. Supt.

I certify that the sanitary wastes disposal system for the structure covered by this Certificate of Occupancy was constructed in accordance with Section 5902 of the Building Code of the Village of Kings Point.

Edward H. Stein Architect
Engineer
Bldg. Supt.

Plot Plan filed (See Section 606 of Code) C. E. WARD

Electrical Certificate Filed (See Section 607 of Code) H. 71959 + H. 71958

Oil Burner Permit Filed O. B. 472

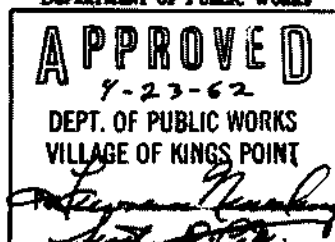
Mail to EDWARD H. STEIN - CONTRACTOR Address 90 ARMOUR STREET
DO NOT WRITE BELOW THIS LINE LONG BEACH, N.Y.

I have examined the above papers and hereby issue a Certificate of Occupancy:

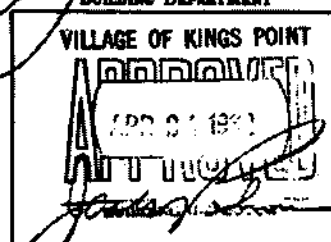
Date APR 25 1962

Building Inspector [Signature]

DEPARTMENT OF PUBLIC WORKS



BUILDING DEPARTMENT



VILLAGE OF KINGS POINT, NEW YORK

Certificate of Occupancy
FOR ACCESSORY STRUCTURES OR ALTERED RESIDENCES

Date 9/6/60

Pool House

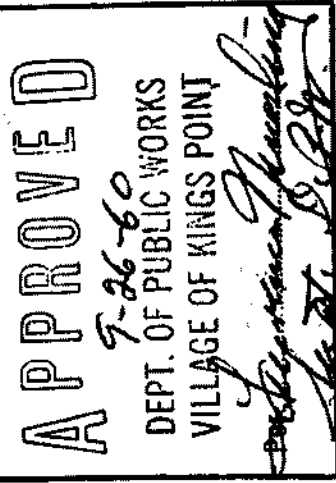
This is to certify that the 1563 has been completed in accordance with the filed plan.
as called for by Permit No.

Location 190 WEST SPAR ROAD

Sect. 1 Bl. A Lot 923 Elect. Cert. No.

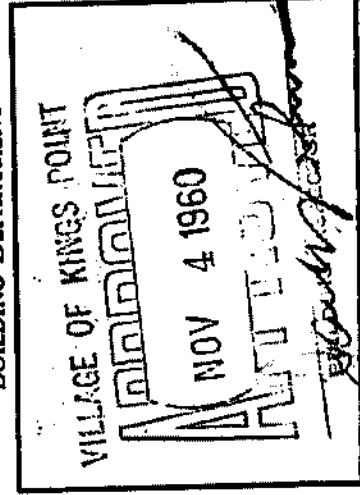
[Signature]
Building Inspector
Village of Kings Point

DEPARTMENT OF PUBLIC WORKS



Road, Shoulders and Curbs
in Proper Condition

BUILDING DEPARTMENT



Construction
Approved

VILLAGE OF KINGS POINT, NEW YORK

Certificate of Occupancy

FOR ACCESSORY STRUCTURES OR ALTERED RESIDENCES

Date

2/4/61

SWIMMING POOL

This is to certify that the as called for by Permit No. 1539 has been completed in accordance with the filed plan.

Location 190 WEST SHORE ROAD.

Sect. 1 Bl. R Lot 923

Elect. No.

Building Inspector
Village of Kings Point

DEPARTMENT OF PUBLIC WORKS

APPROVED

2-20-61

DEPT. OF PUBLIC WORKS
VILLAGE OF KINGS POINT

Road, Shoulders and Curbs
in Proper Condition

BUILDING DEPARTMENT

VILLAGE OF KINGS POINT

APPROVED
FEB 23 1961

BUILDING INSPECTOR

Construction
Approved

VILLAGE OF KINGS POINT, NEW YORK

Certificate of Occupancy
FOR ACCESSORY STRUCTURES OR ALTERED RESIDENCES

Date 11/29/63

This is to certify that the Dock
as called for by Permit No. 1845 has been completed in accordance with the filed plan.
Location 190 WEST SHORE ROAD
Sect. 1 Bl. R Lot 925-929 Elect. Cert. No. _____

[Signature]
Building Inspector
Village of Kings Point

DEPARTMENT OF PUBLIC WORKS

APPROVED
12-6-63
DEPT. OF PUBLIC WORKS
VILLAGE OF KINGS POINT
[Signature]

Road, Shoulders and Curbs
in Proper Condition

BUILDING DEPARTMENT

VILLAGE OF KINGS POINT
APPROVED
DEC 18 1963
BUILDING INSPECTOR
[Signature]

Construction
Approved

VILLAGE OF KINGS POINT, NEW YORK

Certificate of Occupancy
FOR ACCESSORY STRUCTURES OR ALTERED RESIDENCES

Date September 6, 1989

This is to certify that the tennis court
as called for by Permit No. 4638 has been completed in accordance with the filed plan.

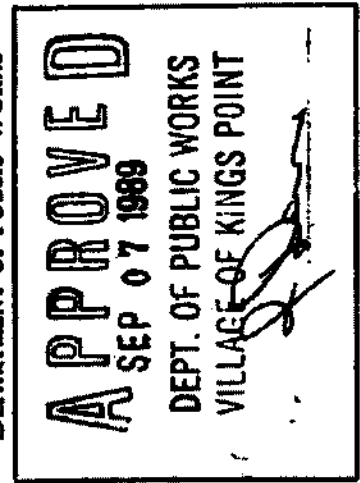
Location 190 West Shore Road

Sect. 1 BL. 150 Lot 29

Elect. Cert. No. n/a
Survey No. V750/29 dated 11/3/87

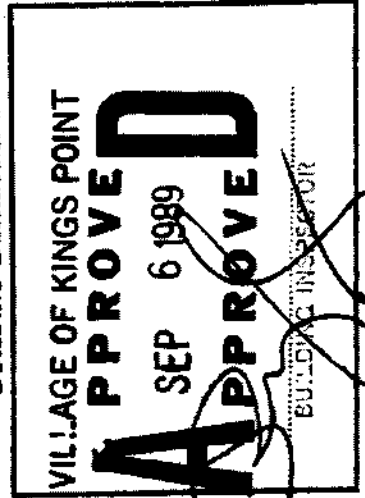
[Signature]
Building Inspector
Village of Kings Point

DEPARTMENT OF PUBLIC WORKS



Road, Shoulders and Curbs
in Proper Condition

BUILDING DEPARTMENT



Construction
Approved

VILLAGE OF KINGS POINT
BUILDING DEPARTMENT



CERTIFICATE OF OCCUPANCY

Date: Thursday, August 09, 2018

This is to certify that the Demolish and Rebuild Dock (Timber Frame Deck and Handrails), as approved by Building Permit No: PRDOK20060008030 has been completed in accordance with the filed plans.

Property Location: 190 WEST SHORE ROAD, KINGS POINT, NY 11024

Section: 1, Block: 150, Lot(s): 29 & 30

Electrical Certification Agency: N/A

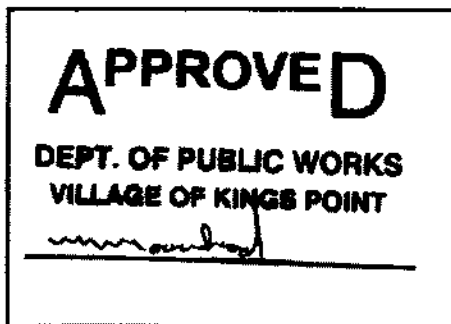
Electrical Certificate Number: N/A

Licensed Land Surveyor: Charles F. Panetta, LPE&LS

Survey Date: 15th March 2018

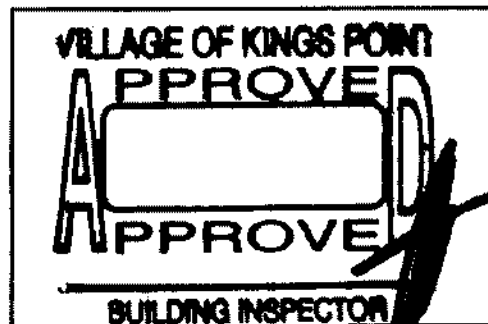
Survey Number: N/A

Department of Public Works



Road Shoulders and Curbs
In Proper Condition

Building Department



Construction Approved

VILLAGE OF KINGS POINT, NEW YORK

Certificate of Completion

Date 18th June 2002

This is to certify that the Sanitary Alteration
as called for by Permit No. 6154 has been completed in accordance with the filed plan.

Location 190 West Shore Road - Kings Point, New York

Sect. 1 Bl. 150 Lot 29 & 30 Elect. Cert. No. N/A

Survey No. 1/150/29&30 Dated 04/26/2002



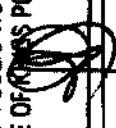
Building Inspector
Village of Kings Point

Department of Public Works

APPROVED

JUN 17 2002

DEPT. OF PUBLIC WORKS
VILLAGE OF KINGS POINT

PER 

Road Shoulders and Curbs
in Proper Condition

Building Department

VILLAGE OF KINGS POINT
APPROVE


6-18-02

~~BUILDING INSPECTOR~~

Construction
Approved

VILLAGE OF KINGS POINT, NEW YORK

Certificate of Completion

Date 17th December 2003

This is to certify that the Wood Fence Replacement (Front of Property)
as called for by Permit No. 7354 has been completed in accordance with the filed plan.

Location 190 West Shore Road - Kings Point, New York

Sect. 1 Bl. 150 Lot 29 & 30 Elect. Cert. No. N/A

Survey No. 1/150/29&30 Dated 06/09/2003



Building Inspector
Village of Kings Point

Department of Public Works

APPROVED
DEC 12 2003
DEPT OF PUBLIC WORKS
VILLAGE OF KINGS POINT
PER 

Road Shoulders and Curbs
in Proper Condition

Building Department

VILLAGE OF KINGS POINT
APPROVE
12-17-03
APPROVE
BUILDING INSPECTOR

Construction
Approved

**VILLAGE OF KINGS POINT
BUILDING DEPARTMENT**



CERTIFICATE OF COMPLETION

Date: Thursday, August 09, 2018

This is to certify that the Repair/Replacement of Existing Retaining Wall (Rear of Property), as approved by Building Permit No: PRRTW20080008404 has been completed in accordance with the filed plans.

Property Location: 190 WEST SHORE ROAD, KINGS POINT, NY 11024

Section: 1, Block: 150, Lot(s): 29 & 30

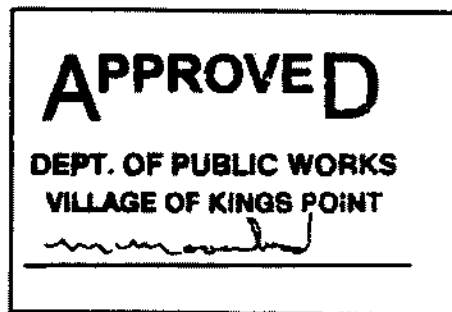
Electrical Certification Agency: N/A

Electrical Certificate Number: N/A

Licensed Land Surveyor: Charles F. Panetta, LPE&LS

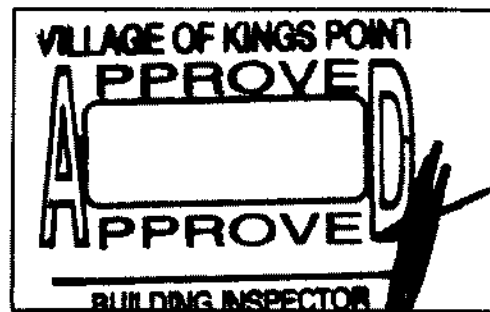
Survey Date: 15th March 2018

Department of Public Works



**Road Shoulders and Curbs
In Proper Condition**

Building Department



Construction Approved

**VILLAGE OF KINGS POINT
BUILDING DEPARTMENT**



CERTIFICATE OF COMPLETION

Date: Thursday, August 09, 2018

This is to certify that the 1000 Gallon Oil Tank Abandonment, as approved by Building Permit No: PRBNR20010007089 has been completed in accordance with the filed plans.

Property Location: 190 WEST SHORE ROAD, KINGS POINT, NY 11024

Section: 1, **Block:** 150, **Lot(s):** 29 & 30

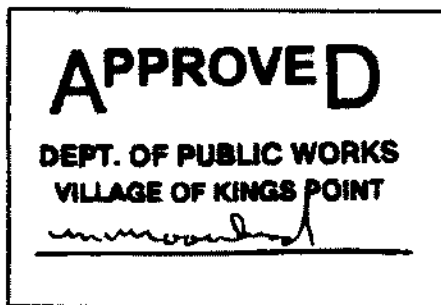
Electrical Certification Agency: N/A

Electrical Certificate Number: N/A

Licensed Land Surveyor: N/A

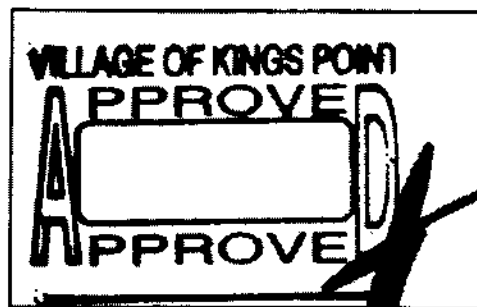
Survey Date: N/R

Department of Public Works



**Road Shoulders and Curbs
In Proper Condition**

Building Department



**BUILDING INSPECTOR
Construction Approval**

**VILLAGE OF KINGS POINT
BUILDING DEPARTMENT**



CERTIFICATE OF COMPLETION

Date: Thursday, August 09, 2018

This is to certify that the New Retaining Wall & Concrete Piers, as approved by Building Permit No: PRRTW20100008779 has been completed in accordance with the filed plans.

Property Location: 190 WEST SHORE ROAD, KINGS POINT, NY 11024

Section: 1, **Block:** 150, **Lot(s):** 29 & 30

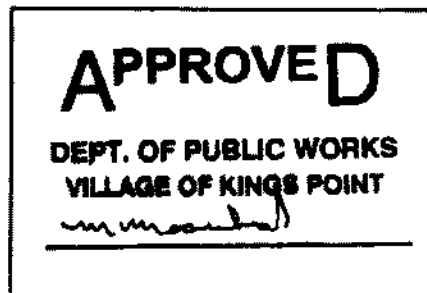
Electrical Certification Agency: N/A

Electrical Certificate Number: N/A

Licensed Land Surveyor: Charles F. Panetta, LPE&LS

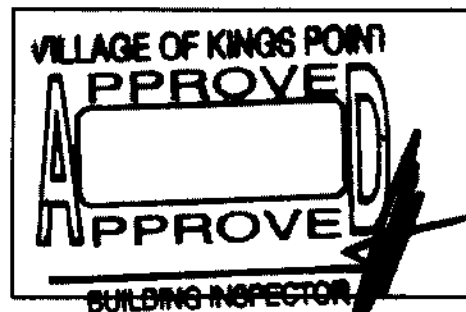
Survey Date: 15th March 2018

Department of Public Works



**Road Shoulders and Curbs
In Proper Condition**

Building Department



Construction Approved

BUILDING DEPARTMENT



*Village
Kings of Point*

CERTIFICATE OF COMPLETION

Date: 10/26/2023

This is to certify that the: Floating Dock, as approved by Building Permit No: PRDOCK20220466
has been completed in accordance with the filed plans and specifications.

Property Address: 190 WEST SHORE ROAD

Section/Block/Lot: 1-150-29 & 30

Electrical Certification Agency: N/A

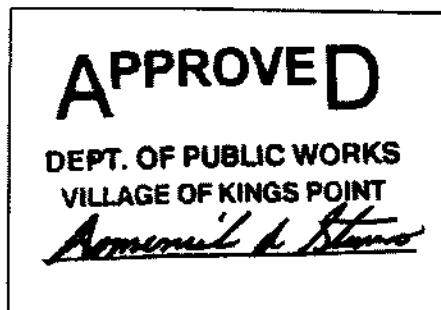
Electrical Certification Number: N/A

Licensed Land Surveyor: THOMAS J. BREMEN, LLS

Survey Date: 09/08/2023

Survey Number: N/A

Department of Public Works



Road Shoulders and Curbs
In Proper Condition

Building Department



Construction Approved

BUILDING DEPARTMENT



*Village
Kings of Point*

CERTIFICATE OF COMPLETION

Date: 10/26/2023

This is to certify that the: Generator, as approved by Building Permit No: PRBHO20210218
has been completed in accordance with the filed plans and specifications.

Property Address: 190 WEST SHORE ROAD

Section/Block/Lot: 1-150-29 & 30

Electrical Certification Agency: ELECTRICAL INSPECTION SERVICE, INC.

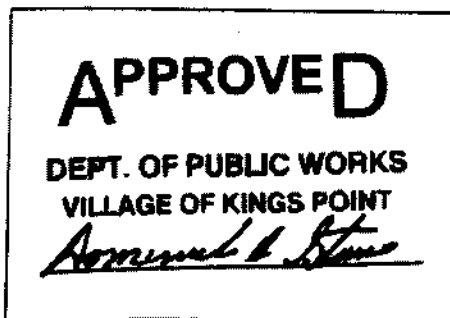
Electrical Certification Number: 201955

Licensed Land Surveyor: THOMAS J. BREMEN, LLS

Survey Date: 09/08/2023

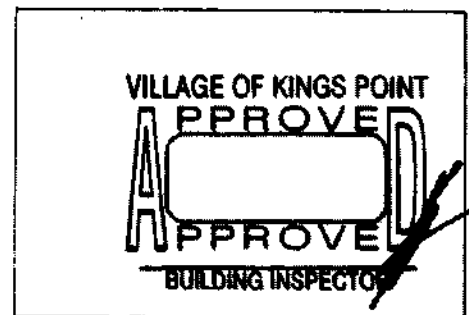
Survey Number: N/A

Department of Public Works



Road Shoulders and Curbs
In Proper Condition

Building Department



Construction Approved

BUILDING DEPARTMENT



*Village
Kings of Point*

CERTIFICATE OF COMPLETION

Date: 10/26/2023

This is to certify that the: Fence, as approved by Building Permit No: PRFNC20230315

has been completed in accordance with the filed plans and specifications.

Property Address: 190 WEST SHORE ROAD

Section/Block/Lot: 1-150-29 & 30

Electrical Certification Agency: N/A

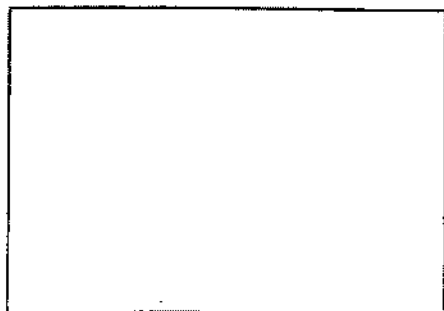
Electrical Certification Number: N/A

Licensed Land Surveyor: THOMAS J. BREMAN, LLS

Survey Date: 09/08/2023

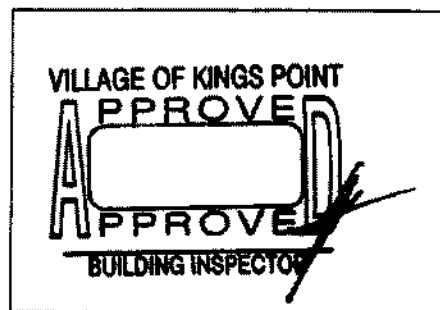
Survey Number: N/A

Department of Public Works



Road Shoulders and Curbs
In Proper Condition

Building Department



Construction Approved



MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date: 07/25/2025

County: NASSAU
City/Town: Town of North Hempstead
Village: Village of Kings Point

Title/CoNo.: LSTAR AA77743

Address: 190 WEST SHORE ROAD

Section: 1
Block: 150
Lot: 29 , 30

BUILDING DEPARTMENT VIOLATION SEARCH

We have been advised by the Building Department that a search of their records has been made for the above captioned premises. The following information has been provided by municipal employees. Limited access regulations apply.

AN INSPECTION IS REQUIRED TO CONFIRM THE OWNER HAS REMOVED

ALL DEAD TREE TRUNKS AND BRANCHES ALONG NORTHERN PROPERTY LINE

Municipal Data Services Inc. certifies that the records of the above municipal agency were examined on behalf of LANDSTAR TITLE, INC. The information reported above is a true and accurate abstract of the information on file therein. This report is submitted for information purposes only. There are no intended third party beneficiaries. No liability is assumed.



4308064

16596874



MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date: 7/23/2025

County: NASSAU
City/Town: TOWN OF NORTH HEMPSTEAD
Village/Area: VILLAGE OF KINGS POINT
Title/CoNo.: LSTAR AA77743
Address: 190 WEST SHORE ROAD
Section: 1
Block: 150
Lot: 29, 30

DEPARTMENT OF HIGHWAYS STREET REPORT

IN REPLY TO YOUR REQUEST DATED 7/23/2025 , WE HAVE BEEN ADVISED BY THE DEPARTMENT OF HIGHWAYS THAT WEST SHORE ROAD IS MAINTAINED BY THE VILLAGE OF KINGS POINT.

Omni Title Agency

6800 Jericho Turnpike, Suite 212E, Syosset, NY 11791

NYC Office: 108 West 39th Street, Ste 501, New York, NY 10018

(516) 621-1100 • (631) 669-2273 • (718) 850-9911 • (212) 682-0600 • Fax (516) 945-6077

PATRIOT NAME SEARCH

Title No. 2505-2977427

August 5, 2025

The Rouhollah Kalimian 2015 Irrevocable Trust

The results of the investigation as per last posted date – last updated on 07/29/2025:

- ☒ [X] The above name(s) does not match any record found on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control.

- ☐ [] The following name(s) were found on the Specially Designated Nationals and Blocked Persons List. If additional research is required to determine the appropriate course of action, you can contact the Office of Foreign Assets Control, Compliance Program Division at 1-800-540-6322.

NOTE: THE SPECIAL DESIGNATED NATIONALS (SDN) LIST IS FREQUENTLY UPDATED. THERE IS NO PREDETERMINED TIME TABLE, BUT RATHER NAMES ARE ADDED AND REMOVED AS NECESSARY AND APPROPRIATE. ALL UNITED STATES PERSONS MUST COMPLY WITH THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) REGULATIONS, INCLUDING ALL US CITIZENS, PERMANENT RESIDENT ALIENS, ALL US INCORPORATED ENTITIES AND THEIR FOREIGN BRANCHES REGARDLESS OF WHERE THEY ARE LOCATED.

Omni Title Agency

6800 Jericho Turnpike, Suite 212E, Syosset, NY 11791

NYC Office: 108 West 39th Street, Ste 501, New York, NY 10018

(516) 621-1100 • (631) 669-2273 • (718) 850-9911 • (212) 682-0600 • Fax (516) 945-6077

PATRIOT NAME SEARCH

Title No. 2505-2977427

September 17, 2025

Hematian Legacy Court LLC

The results of the investigation as per last posted date – last updated on 09/10/2025:

- ☒ [X] The above name(s) does not match any record found on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control.

- ☐ [] The following name(s) were found on the Specially Designated Nationals and Blocked Persons List. If additional research is required to determine the appropriate course of action, you can contact the Office of Foreign Assets Control, Compliance Program Division at 1-800-540-6322.

NOTE: THE SPECIAL DESIGNATED NATIONALS (SDN) LIST IS FREQUENTLY UPDATED. THERE IS NO PREDETERMINED TIME TABLE, BUT RATHER NAMES ARE ADDED AND REMOVED AS NECESSARY AND APPROPRIATE. ALL UNITED STATES PERSONS MUST COMPLY WITH THE OFFICE OF FOREIGN ASSETS CONTROL (OFAC) REGULATIONS, INCLUDING ALL US CITIZENS, PERMANENT RESIDENT ALIENS, ALL US INCORPORATED ENTITIES AND THEIR FOREIGN BRANCHES REGARDLESS OF WHERE THEY ARE LOCATED.

Omni Title Agency

6800 Jericho Turnpike, Suite 212E, Syosset, NY 11791

NYC Office: 108 West 39th Street, Ste 501, New York, NY 10018

(516) 621-1100 • (631) 669-2273 • (718) 850-9911 • (212) 682-0600 • Fax (516) 945-6077

BANKRUPTCY SEARCH

Title No. 2505-2977427

August 5, 2025

The Rouhollah Kalimian 2015 Irrevocable Trust

The result of the investigation as per last posted date:

- ☒ There is no record of a Bankruptcy Filing for the above mentioned individual or company.
- ☐ There is a record of a Bankruptcy Filing for the above mentioned individual or company. (See attached)

The following Bankruptcy Clerk's office(s) have been checked:

- | | |
|---|---|
| ☒ New York Eastern District | ☐ New York Northern District |
| ☐ New York Western District | ☐ New York Southern District |

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

Omni Title Agency does hereby certify that the records of the above governmental agency were examined and that the information recorded above is a true and accurate abstraction of the information contained therein. This search was conducted for a period of seven years. This report is submitted for information purposes only. Liability is limited to errors and omissions of information properly indexed, filed and recorded with the above governmental agency. The liability under this search shall not exceed \$1,000.00 and shall be confined to the applicant for whom the search was made. This search does not include filings in areas other than the Microfiche or Index Sections of the United States Bankruptcy Clerk's office.

Omni Title Agency

6800 Jericho Turnpike, Suite 212E, Syosset, NY 11791

NYC Office: 108 West 39th Street, Ste 501, New York, NY 10018

(516) 621-1100 • (631) 669-2273 • (718) 850-9911 • (212) 682-0600 • Fax (516) 945-6077

BANKRUPTCY SEARCH

Title No. 2505-2977427

September 17, 2025

Hematian Legacy Court LLC

The result of the investigation as per last posted date:

- ☒ There is no record of a Bankruptcy Filing for the above mentioned individual or company.
- ☐ There is a record of a Bankruptcy Filing for the above mentioned individual or company. (See attached)

The following Bankruptcy Clerk's office(s) have been checked:

- | | |
|---|---|
| ☒ New York Eastern District | ☐ New York Northern District |
| ☐ New York Western District | ☐ New York Southern District |

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

Omni Title Agency does hereby certify that the records of the above governmental agency were examined and that the information recorded above is a true and accurate abstraction of the information contained therein. This search was conducted for a period of seven years. This report is submitted for information purposes only. Liability is limited to errors and omissions of information properly indexed, filed and recorded with the above governmental agency. The liability under this search shall not exceed \$1,000.00 and shall be confined to the applicant for whom the search was made. This search does not include filings in areas other than the Microfiche or Index Sections of the United States Bankruptcy Clerk's office.

APPENDIX C

APPROXIMATE PROJECT SCHEDULE



Approximate Project Schedule
Legacy Court - Brownfield Cleanup Program

Task No.	Description	Estimated Start	Estimated Completion	Estimated Duration	2026						2027											
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	BCP Application NYSDEC Review RI Work Plan NYSDEC Review 45-Day Public Comment Period BCA Drafted & Executed	7/15/2026	11/15/2026	4 Months																		
2	Remedial Investigation Field Effort Laboratory Analysis & Data Validation RI Report Preparation RI Report NYSDEC Review	11/15/2026	3/15/2027	4 Months																		
3	Remedial Action Work Plan Preparation RAWP NYSDEC Review 45-Day Public Comment Period	1/1/2027	6/30/2027	6 Months																		
4	Remedy Implementation	7/1/2027	8/31/2027	2 Months																		
5	Final Engineering Report Preparation	7/1/2027	9/30/2027	3 Months																		
6	Final Engineering Report NYSDEC Review FER Revisions (if necessary)	10/1/2027	11/30/2027	2 Months																		
7	NYSDEC Issues COC	12/1/2027	12/31/2027	1 Month																		

Notes:

Schedule subject to change

Schedule assumes a Track 1 Cleanup and no Site Management Plan or Environmental Easement are necessary.

APPENDIX D

REQUESTOR ENTITY INFORMATION



**OPERATING AGREEMENT OF
HEMATIAN LEGACY COURT LLC**

This Operating Agreement of **HEMATIAN LEGACY COURT LLC** (this “**Agreement**”) is made and entered into as of August 8, 2025 by and between **BABACK HEMATIAN** (the “**Member**”), and **HEMATIAN LEGACY COURT LLC** (the “**Company**”).

R E C I T A L S

WHEREAS, the Company was formed by the Member pursuant to and in accordance with the Limited Liability Company Law of the State of New York, as amended from time to time (the “**LLCL**”).

WHEREAS, Member now desires to set forth the Operating Agreement of the Company.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**ARTICLE I
FORMATION, TERM AND PURPOSE**

Section 1.1 Formation. The Company was organized by the filing of Articles of Organization with the New York State Department of State pursuant to the provisions of the LLC Law.

Section 1.2 Name of the Company. The name of the Company is “**HEMATIAN LEGACY COURT LLC**”. The Company may do business under that name or any other name, as the Member may determine.

Section 1.3 Principal Mailing Address. The principal mailing address of the Company shall be **23 Rogers Road, Kings Point, New York 11024**, or at such other address as the Member may determine. The Company may have such business offices as determined from time to time by the Member.

Section 1.4 Term. The term of the Company shall continue until dissolved in accordance with the LLCL.

Section 1.5 Purpose. The purpose of the Company is to conduct any lawful business determined by the Member and permitted by the LLC Law or the laws of other states in which the Company may conduct its business.

Section 1.6 Certificates. **BABACK HEMATIAN**, is the “organizer” and an authorized person within the meaning of the LLC Law, and executed, delivered and filed the Articles of Organization with the Secretary of State of New York State for the Company. **BABACK HEMATIAN** is also an authorized person for purposes of obtaining an Employer Identification Number for the Company.

ARTICLE II

CONTRIBUTIONS; LOANS

Section 2.1 Initial Contributions. The Member (i) has contributed to the Company those amounts, in the form of cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to render services, and (ii) owns and holds a percentage interest in the Company as follows:

<u>Name</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Baback Hematian	\$100.00	100%

Section 2.2 Additional Contributions. Member is not required to make any additional capital contribution to the Company.

Section 2.3 Loans. Nothing in this Agreement shall prevent the Member, by agreement with the Company, from making secured or unsecured loans to the Company, receiving a loan of Company funds, or transacting other business with the Company. Any loan by the Member to the Company shall not be considered to be a Contribution to the Company.

ARTICLE III

ALLOCATIONS AND DISTRIBUTIONS

Section 3.1 Allocation of Profits and Losses. The Company's profits and losses shall be allocated 100% to the Member.

Section 3.2 Distributions. The Company shall make distributions to the Member as the Member shall determine from time to time. Distributions may be made only to the extent that, after taking into account the effects of the distributions, the Company remains solvent. Distributions made pursuant to this Section may be of cash, assets in-kind, or both.

ARTICLE IV

MANAGEMENT OF THE COMPANY

Section 4.1 Power and Authority of the Member. The Company shall be managed by the Member. The Member shall take all action which may be necessary or appropriate for the continuation of the Company's valid existence as a limited liability company under the laws of the State of New York and for the maintenance and operation of the Company's business activity in accordance with the provisions of this Agreement and applicable laws and regulations, including the LLC Law. The Member shall have full authority, power and discretion to manage the property, business, and affairs of the Company. Without limiting the generality of this Section, the Member shall have the power and authority to employ, and fix the terms of employment of, the employees of the Company, if any, and accountants, legal counsel and other consultants for the Company. As the person managing the Company, the Member shall be referred to as the President of the Company, unless the Member shall choose another title.

Section 4.2 Decision of the Member. The affirmative consent (whether written, oral or by course of conduct) of the Member shall constitute all of the action necessary for purposes of any provision of this Agreement or the LLC Law. It shall not be necessary for the Member to conduct Member meetings.

Section 4.3 Signature of the Member. The signature of the Member, or any individual designated by the Member, on behalf of the Company on any document or instrument in connection with any transaction authorized to be engaged in by the Company shall be sufficient and binding upon the Company as to third parties dealing with the Company.

Section 4.4 Delegation and Titles. The Member may delegate its duties to one or more individuals and give such individuals titles. Any individual delegated duties by the Member (the “**Delegate**”) shall at all times be subject to the authority of the Member and such individual’s decisions shall be subject to the approval of the Member. The individuals who are delegated duties by the Member shall serve at the pleasure of the Member.

Section 4.5 Management Liability. Except as otherwise provided by law, neither the Member nor any Delegate shall be liable, responsible or accountable in any way for damages or otherwise to the Company or to any other Person, or any successor, assignee or transferee of any of the foregoing, for any act or failure to act under this Agreement or otherwise unless there is a final judicial determination by a court of competent jurisdiction that: (1) such person acted in bad faith; (2) the conduct of such person constituted fraud, intentional misconduct or a knowing violation of law; (3) such person gained a financial benefit to which he was not legally entitled; or (4) such person failed to perform his duties with respect to distributions under Section 508(a) of the LLC Law.

Section 4.6 Indemnification of Member. The Company shall indemnify, defend and hold harmless the Member, its members, and any Delegate, from and against any claims, losses, liabilities, damages, fines, penalties, costs and expenses (including reasonable attorneys fees and disbursements and fees and disbursements of other professionals) arising out of or in connection with the Company, including (a) any act or failure to act by the Member or any Delegate pursuant to this Agreement, or (b) the business and affairs of the Company (including the advancement of costs for the defense of any proceeding), to the fullest extent permitted by law; provided, however, that neither the Member nor any Delegate will be entitled to indemnification hereunder if there is a judicial determination that (1) the Member’s or Delegate’s, respectively, actions or omissions to act were made in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated; or (2) the Member or the Delegate, respectively, personally gained a financial benefit to which the Member was not legally entitled.

Section 4.7 Reimbursement and Compensation of Member. The Member and the Delegates shall be reimbursed for all reasonable expenses incurred in performing their duties hereunder and shall be entitled to reasonable compensation for any services, in an amount to be determined from time to time by the Member.

Section 4.8 Corporate Formalities. The failure of the Company or Member to observe any formalities or requirements relating to the exercise of its or his powers or management of its

or his business or affairs under this Agreement or the LLC Law shall not be grounds for imposing personal liability on the Member for the liabilities of the Company.

ARTICLE V

RECORDS; ACCOUNTS

Section 5.1 Title to Company Property. All real and personal property acquired with Company funds shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

Section 5.2 Records. The Company shall maintain full and accurate books of account which shall be kept at the Member's address, **23 Rogers Road, Kings Point, New York 11024**, or such other place as the Member shall determine. The Company shall also maintain this Agreement and all amendments, including any updated Exhibits, and a copy of the Articles of Organization and all amendments. The Company shall use such accounting method as the Member shall determine.

Section 5.3 Accounts. One or more accounts in the name of the Company or its nominee shall be maintained in such banks, trust companies or security and brokerage companies as shall from time to time be determined by the Member. All monies of the Company shall be deposited in such accounts of the Company. Checks may be drawn thereon for Company purposes by the Member and such person(s) as the Member shall from time to time determine.

Section 5.4 Company Funds. The Company may not commingle the Company's funds with the funds of the Member.

ARTICLE VI

TRANSFER OF MEMBERSHIP INTEREST

Section 6.1 Transfer of Membership Interest. The Member's Membership Interest shall be transferable in whole or in part, outright or in trust (including a transfer upon dissolution of the Company) without the consent of any other Person. The transferee of all or part of the Member's Membership Interest shall be admitted as a member of the Company and entitled to all the rights associated with the transferred Membership Interest, and shall be bound by all restrictions and obligations imposed on the Member by this Agreement or in the LLC Law. In the event a transfer results in the Company having more than one Member, this Agreement shall be amended pursuant to the provisions of Section 1.4.

Section 6.2 Dissolution of the Member. In the case of the dissolution of the Member, its successor-in-interest shall be the members of the Member, unless the Member shall have designated otherwise by written consent of the members.

Section 6.3 Admission of Additional Members. The Member may cause the Company to admit one or more additional Members to the Company, whereupon this Agreement shall be amended pursuant to the provisions of Section 1.4.

ARTICLE VII **DISSOLUTION**

Section 7.1 Dissolution of the Company. The Company shall dissolve only upon the happening of any of the following events:

- (a) upon the consent of the Member to dissolve the Company; or
- (b) upon the entry of a decree of judicial dissolution under Section 702 of the LLC Law.

Section 7.2 Distribution for Dissolution Proceeds. The proceeds of dissolution shall be distributed as realized in the following order of priority:

- (a) *first*, to the payment and discharge of all of the Company's debts and liabilities and the expenses of the dissolution (including debts and obligations owed to the Member to the extent he is a creditor);
- (b) *second*, to the creation of any reserve that the Member reasonably deems necessary for any contingent or unforeseen liabilities or obligations of the Company; and
- (c) *thereafter*, to the Member.

ARTICLE VIII **MISCELLANEOUS**

Section 8.1 Other Ventures. The Member may, independently or with others, invest or engage in other businesses or ventures, whether involving real estate or other assets or business activity, including activities similar to that of, or in competition with, the Company. The Company shall not have any rights or obligations in and to such other ventures or the income or profits derived therefrom. A transaction with the Company shall not be void or voidable solely because the Member has a direct or indirect interest in the transaction. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interest of the Member. The Company shall have authority to deal with the Member or with any entity which the Member controls or with which the Member is otherwise affiliated or associated.

Section 8.2 Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Section 8.3 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without reference to the conflict of law rules of that or any other jurisdiction.

Section 8.4 Amendments. Amendments to this Agreement shall be made only by a writing signed by both the Member and the Company, or pursuant to Section 1.4.

Section 8.5 Entire Agreement. This Agreement supersedes all prior agreements between the parties which deal with the same or substantially the same subject matter and represents the entire agreement between the Member and the Company.

Section 8.6 Severability. If any part of this Agreement is found to be invalid, illegal or unenforceable with respect to any Person or set of circumstances under any present or future laws in effect at any time during the term of this Agreement, then and in that event it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that in lieu of the part of this Agreement that is invalid, illegal, or unenforceable, there be added as part of this Agreement a provision as similar in terms to such invalid, illegal, or unenforceable part as may be possible and be valid, legal and enforceable.

Section 8.7 Section Headings Not Controlling. Section headings found herein are for convenience of reference only and shall not control or alter the meaning of this Agreement.

Section 8.8 Tax Matters; Elections. The Member and the Company intend that the Company will be disregarded for income tax purposes, unless an affirmative election is otherwise made. The Member may make any tax or classification elections for the Company allowed under the Internal Revenue Code, or the tax laws of any state or jurisdiction having taxing jurisdiction over the Company.

Section 8.9 Rights of Creditors and Third Parties. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person who is not the Member and is entered into by the Member solely to govern the operation of the Company. None of the provisions of this Agreement shall be enforceable by any creditor of the Company or by any other Person.

IN WITNESS WHEREOF, the Member and the Company have executed this Operating Agreement of **HEMATIAN LEGACY COURT LLC**, and agree to be bound by the terms of the Agreement.

Signature: Bobby Hematian
Bobby Hematian (Sep 26, 2025 11:31:06 EDT)

Email: bobby@effyjewelry.com
BABACK HEMATIAN

Hematian Legacy Court LLC – Operating Agreement - Ver 2

Final Audit Report

2025-09-26

Created:	2025-09-26
By:	Menashe Oved (menashe@navidlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA31IFX18E-WHuKQyPX2di26uzbCb2tQJ4

"Hematian Legacy Court LLC – Operating Agreement - Ver 2" History

-  Document created by Menashe Oved (menashe@navidlaw.com)
2025-09-26 - 3:14:04 PM GMT
-  Document emailed to Bobby Hematian (bobby@effyjewelry.com) for signature
2025-09-26 - 3:14:08 PM GMT
-  Email viewed by Bobby Hematian (bobby@effyjewelry.com)
2025-09-26 - 3:29:21 PM GMT
-  Document e-signed by Bobby Hematian (bobby@effyjewelry.com)
Signature Date: 2025-09-26 - 3:31:06 PM GMT - Time Source: server
-  Agreement completed.
2025-09-26 - 3:31:06 PM GMT

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : HEMATIAN LEGACY COURT LLC
DOCUMENT TYPE : CERTIFICATE OF AMENDMENT
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 7680781
FILE DATE : 08/22/2025
FILE NUMBER : 250822002080
TRANSACTION NUMBER : 202508220000992-4862515
EXISTENCE DATE :
DURATION/DISSOLUTION : PERPETUAL
COUNTY : NASSAU



SERVICE OF PROCESS ADDRESS : C/O GOLTCHÉ
7 WEST 45TH STREET, STE 1703
NEW YORK, NY, 10036, USA

ELECTRONIC SERVICE OF PROCESS
EMAIL ADDRESS : N/A

FILER : REGISTERED AGENT SOLUTIONS, INC.
99 WASHINGTON AVENUE, SUITE 700,
ALBANY, NY, 12260, USA

SERVICE COMPANY : RASI 5
SERVICE COMPANY ACCOUNT : 9I

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100008630205

TOTAL FEES:	\$90.00	TOTAL PAYMENTS RECEIVED:	\$90.00
FILING FEE:	\$60.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$0.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$5.00	DRAWDOWN ACCOUNT:	\$90.00
EXPEDITED HANDLING:	\$25.00	REFUND DUE:	\$0.00



**Division of Corporations,
State Records and
Uniform Commercial Code**

New York State
Department of State
DIVISION OF CORPORATIONS,
STATE RECORDS AND
UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF**

HEMAT LEGACY LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

HEMAT LEGACY LLC

If the name of the limited liability company has been changed, the name under which it was organized is:

SECOND: The date of filing of the articles of organization is: 08/08/2025

THIRD: The amendment effected by this certificate of amendment is as follows:

The subject matter and full text of each amended paragraph must be stated.

FOR EXAMPLE, a certificate of amendment changing the name of the limited liability company would read as follows:

Paragraph FIRST of the Articles of Organization relating to the name of the limited liability company is hereby amended to read as follows:

FIRST: The name of the limited liability company is (...new name...).

Paragraph FIRST of the Articles of Organization relating to

THE NAME OF THE LIMITED LIABILITY COMPANY

is hereby amended to read as follows:

**FIRST: THE NAME OF THE LIMITED LIABILITY COMPANY IS: HEMATIAN LEGACY
COURT LLC**

X /S/ MELANIE ZAR
(Signature)

Capacity of Signer (Check appropriate box):

☐ Member

MELANIE ZAR
(Type or print name)

☐ Manager

☒ Authorized Person

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF

HEMAT LEGACY LLC

(Insert Name of Domestic Limited Liability Company)

Under Section 211 of the Limited Liability Company Law

Filer's Name and Mailing Address:

Name:

REGISTERED AGENT SOLUTIONS, INC.

Company, if Applicable:

99 WASHINGTON DRIVE, SUITE 700

Mailing Address:

ALBANY, NEW YORK 12260

City, State and Zip Code:

NOTES:

1. The name of the limited liability company and the date of filing of the articles of organization must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. This form was prepared by the New York State Department of State for filing a certificate of amendment for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.
3. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
4. The certificate must be submitted with a **\$60** filing fee made payable to the Department of State.

(For office use only.)

APPENDIX E

DEPARTMENT OF STATE ENTITY INFORMATION





Department of State

Division of Corporations

Entity Information

Return to Results

Return to Search

Entity Details

ENTITY NAME: HEMATIAN LEGACY COURT LLC	DOS ID: 7680781
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 08/08/2025	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 08/08/2025	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: NASSAU	NEXT STATEMENT DUE DATE: 08/31/2027
JURISDICTION: NEW YORK, UNITED STATES	NFP CATEGORY:



ENTITY DISPLAY

NAME HISTORY

FILING HISTORY

MERGER HISTORY

ASSUMED NAME HISTORY

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: C/O GOLTCHE
Address: 7 WEST 45TH STREET, STE 1703, NEW YORK, NY, UNITED STATES, 10036

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:
Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:
Address:

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
-------------	------------------	-----------------



APPENDIX F

DOCUMENT REPOSITORY CONFIRMATION



Re: New York State Brownfield Cleanup Program

From Christy Orquera <corquera@greatnecklibrary.org>

Date Sat 5/30/2026 4:05 PM

To Thomas J. Melia <thomasm@pwgrosser.com>

Cc Denise Corcoran <dcorcoran@greatnecklibrary.org>; kbaumgartner@greatnecklibrary.org
<kbaumgartner@greatnecklibrary.org>; David Radford <dradford@greatnecklibrary.org>

Mr. Melia,

Yes, we can accommodate the physical copies at the reference desk at our main location (159 Bayview Avenue), but would also like them in digital format (preferably on flash drive) for any emailed requests for information throughout the process.

David Radford and I will be the contacts when you are ready.

Christy Orquera, MLS

Head of Adult Services and Reference Librarian

Local History Custodian

corquera@greatnecklibrary.org

Great Neck Library

(516) 466-8055 x241

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On Fri, May 29, 2026 at 10:58AM Thomas J. Melia <thomasm@pwgrosser.com> wrote:

Thanks.

At minimum the documents that are required to go into the repository along with space requirements for hard copy format include:

- BCP application (approx. 1 three-inch binder)
- Investigation work plan (approx. 1 three-inch binder)
- Investigation report (approx. 2-3 three-inch binders)
- Remedial work plan (approx. 1 three-inch binder)
- Remedial report (approx. 2-3 three-inch binders)

We anticipate that the application and investigation work plan will be submitted to the repository in late-June/July.

Please let me know if you need any additional information.

[Thomas Melia, PG](#) | Vice President

[P.W. Grosser Consulting Engineer & Hydrogeologist D.P.C.](#)

w. 631.589.6353

c. 516.315.6002

[LinkedIn](#) | [Podcast](#) | [Instagram](#) | [Facebook](#) | [X \(fka Twitter\)](#)

From: Denise Corcoran <dcorcoran@greatnecklibrary.org>

Sent: Friday, May 29, 2026 10:42 AM

To: Thomas J. Melia <thomasm@pwgrosser.com>

Cc: kbaumgartner@greatnecklibrary.org <kbaumgartner@greatnecklibrary.org>; Christy Orquera <corquera@greatnecklibrary.org>; David Radford <dradford@greatnecklibrary.org>

Subject: Re: New York State Brownfield Cleanup Program

Dear Mr. Melia,

The Great Neck Library will be able to serve as a document repository. Please relate the approximate space requirements for the documents so that we can determine whether we can house physical copies or only electronic versions.

Sincerely,

Denise Corcoran
Director | Great Neck Library
[159 Bayview Avenue Great Neck, NY 11023](#)
516.466.8055

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On Wed, May 27, 2026 at 4:26 PM Thomas J. Melia <thomasm@pwgrosser.com> wrote:

Ms. Corcoran -

PWGC is currently working on Brownfield Cleanup Program (BCP) application for a site on West Shore Road in Kings Point. As part of this process, the New York State Department of Environmental Conservation (NYSDEC) requires that we contact the local library for permission to setup a document repository so that interested members of the public can easily access and review documents related to the environmental investigation and cleanup at the site.

The purpose of this email is to formally request permission to utilize the Great Neck Public Library as a document repository during the investigation and remediation of the site. We anticipate that over the course of the next two to three years, several documents (hard copies or electronic versions, whichever you prefer) related to the environmental investigation and remediation of the property will be delivered to the Library to be available for public review as needed. The proposed investigation and remediation will be done in coordination NYSDEC input and comment under the BCP.

Upon delivery, it is requested that these documents be stored in the reference section of the library and be made available for public review if requested. We will provide the documents in electronic format (CDs or flash drives) for space saving measures, unless you would prefer hard copies.

Please respond if the Great Neck Public Library can be utilized as a document repository for this matter.

Thanks for your understanding and please contact me with any questions.

[Thomas Melia, PG](#) | *Vice President*

[P.W. Grosser Consulting Engineer & Hydrogeologist D.P.C.](#)

w. 631.589.6353

c. 516.315.6002

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