

ANNETTE EADERESTO, LLC

ATTORNEY AT LAW
18 RAILROAD AVENUE
P.O. BOX 1186
CENTER MORICHES, NEW YORK 11934

Annette Eaderesto

(631) 878-2282
FAX (631) 878-6803

December 19, 2007

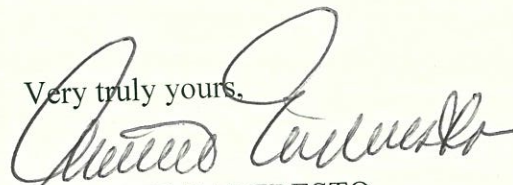
Ms. Lisa Santoro
P.W. Grosser Consulting
630 Johnson Avenue Suite 7
Bohemia, New York 11716

Re: 38 Homan Avenue Deed Restriction & Soil Management Plan
Our File R-3491

Dear Ms. Santoro:

Enclosed please find a copy of the recorded deed for 38 Homan Avenue LLC, filed with the Soil Management Plan (SMP) and also the Declaration of Covenants attached thereto.

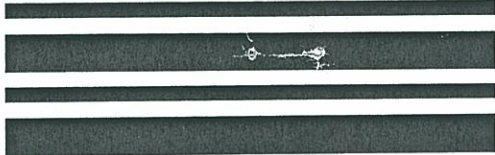
Very truly yours,



ANNETTE EADERESTO

AE;jm
enclosures

*✓ w/ Lisa M
pd up to date*



SUFFOLK COUNTY CLERK
 RECORDS OFFICE
 RECORDING PAGE

Type of Instrument: DEEDS/DDD
 Number of Pages: 17
 Receipt Number : 07-0106955
 TRANSFER TAX NUMBER: 07-11063

Recorded: 11/15/2007
 At: 01:55:00 PM
 LIBER: D00012530
 PAGE: 447

District: 0500 Section: 394.00 Block: 01.00 Lot: 048.000

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$1,700,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$51.00	NO	Handling	\$5.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
EA-CTY	\$5.00	NO	EA-STATE	\$165.00	NO
TP-584	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$0.00	NO	RPT	\$30.00	NO
Transfer tax	\$6,800.00	NO			
			Fees Paid	\$7,081.00	

TRANSFER TAX NUMBER: 07-11063

THIS PAGE IS A PART OF THE INSTRUMENT
 THIS IS NOT A BILL

Judith A. Pascale
 County Clerk, Suffolk County

Number of pages

17

RECORDED
2007 Nov 15 01:55:00 PM
Judith A. Pascale
CLERK OF
SUFFOLK COUNTY
L D00012530
P 447
DT# 07-11063

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

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee 51
Handling 5.00
TP-584 5
Notation _____
EA-52 17 (County) 3
EA-5217 (State) 165
R.P.T.S.A. 30.00
Comm. of Ed. 5.00
Affidavit _____
Certified Copy _____
NYS Surcharge 15.00
Other _____

Sub Total 66



Sub Total 215

Grand Total 281

Mortgage Amt. _____
1. Basic Tax _____
2. Additional Tax _____
Sub Total _____
Spec./Assit. _____
or _____
Spec./Add. _____
TOT. MTG. TAX _____
Dual Town _____ Dual County _____
Held for Appointment _____
Transfer Tax 6,800.00
Mansion Tax _____

The property covered by this mortgage is or will be improved by a one or two family dwelling only.

YES _____ or NO _____

If NO, see appropriate tax clause on page # _____ of this instrument.

4

Dist.

07028285

0500 39400 0100 048000

2.000

5

Community Preservation Fund

Real Propert
Tax Service
Agency
Verification



Consideration Amount \$ _____

CPF Tax Due \$ _____

Improved _____

Vacant Land _____

TD _____

TD _____

TD _____

6

Satisfactions/Discharges/Releases List Property Owners Mailing Address
RECORD & RETURN TO:

ANNOTTE SANDRETO ESQ,
18 RAILROAD AVE
CENTER MORICHES NY 11934

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

7

Title Company Information

Co. Name FIDELITY NATIONAL TITLE / NSC

Title # 63183

8

Suffolk County Recording & Endorsement Page

This page forms part of the attached Deed made by:

(SPECIFY TYPE OF INSTRUMENT)

GIBSON AND CUSHMAN DREDGING
COMPANY, LLC

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

In the TOWN of Islip

In the VILLAGE of _____

or HAMLET of BAYSHURE

38 HOGAN TO
AVENUE, LLC

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

(over)

THIS INDENTURE, made the 22 day of May, 2007
BETWEEN

Gibson and Cushman Dredging Company, LLC

with offices at 53 Pinehill Trail West, Tequesta, FL, 33469

party of the first part, and

38 Homan Avenue, LLC

with offices at 61 Clinton Street, Center Moriches, NY, 11934

party of the second part,

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 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, situate, lying and being in the

See Schedule "A-1" Annexed Hereto and Subject to the Declaration of Covenants and Restrictions Annexed Hereto as Schedule "B"

PROMISES ARE KNOWN AS 38 HOMAN AVENUE BAYSHORE NY
DISTRICT 0500 SECTION 394.00 BLOCK 01.00 LOT 04.000 SUFFOLK COUNTY TAX MAP
BEING & INTENDED TO BE THE SAME PROMISES AS THOSE MENTIONED
IN DEED DATED 3/5/98 & RECORDED 4/10/98 IN L. 11487p. 868 TO
GRANTORS HEREIN

TOGETHER with all right, title and interest, if any, of the party of the first part, 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 covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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:

.....

.....


Gibson and Cushman Dredging Company, LLC
A/ CHRISTOPHER KIRK

.....

Acknowledgement taken in New York State

State of New York, County of Nassau, ss:

On the 22 day of May in the year 2007, before me, the undersigned, personally appeared CHRISTOPHER KIRK 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.

RICHARD J. REISCH
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02RE6033881
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES DECEMBER 6, 2009

Acknowledgement by Subscribing Witness taken in New York State

State of New York, County of Nassau, ss:

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

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.

Title No.: 05/03

Gibson and Cushman Dredging Company, LLC

TO
38 Homan Avenue, LLC



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), 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, and that such individual made 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).

DISTRICT
SECTION
BLOCK
LOT

COUNTY OR TOWN

RETURN BY MAIL TO:

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Fidelity National Title Insurance Company
TITLE NO. 05-7404-63183-SUFF

SCHEDULE A-1 (Description)

AMENDED 12/30/05:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Islip, at Bayshore, Suffolk County, New York, bounded and described as follows:

BEGINNING at the northeast corner thereof on the west side of Homan Avenue and at the southeast corner of land now or formerly of Henry L. Brown;

RUNNING THENCE by the west side of said Homan Avenue South 21 degrees 41 minutes East, 284.93 feet to the bulkhead of Penataquit Creek;

THENCE by the general line of the bulkhead of Penataquit Creek South 77 degrees 02 minutes 10 seconds West, 4.00 feet;

THENCE South 12 degrees 57 minutes 50 seconds East, 87.00 feet;

THENCE South 71 degrees 22 minutes 16 seconds West, 99.10 feet all by the general line of the bulkhead on Penataquit Creek to the southeast corner of the slip;

THENCE North 58 degrees 24 minutes 15 seconds West, 27.00 feet;

THENCE North 21 degrees 41 minutes West, 135.90 feet;

THENCE North 62 degrees 34 minutes 30 seconds East, 33.00 feet;

THENCE North 14 degrees 40 minutes 40 seconds West, 3.16 feet all by the general line of the bulkhead on Penataquit Creek to the southwest corner of the slip;

THENCE across the mouth of said slip North 19 degrees 41 minutes West, 18.87 feet to the northwest corner of said slip;

THENCE by the general line of the bulkhead on Penataquit Creek North 19 degrees 49 minutes 50 seconds West, 60.25 feet;

THENCE North 19 degrees 24 minutes 10 seconds West, 111.14 feet;

THENCE South 66 degrees 31 minutes 30 seconds West, 19.39 feet;

THENCE North 48 degrees 08 minutes 50 seconds West, 1.76 feet all by the general line of the bulkhead of Penataquit Creek to land now or formerly of Henry L. Brown;

THENCE by said land North 63 degrees 02 minutes East, 119.57 feet to the point of BEGINNING.

THE POLICY TO BE ISSUED under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

Schedule B

DECLARATION of COVENANTS and RESTRICTIONS

THIS COVENANT, made the 7th day of September, 2007 by 38 Homan Avenue LLC, organized and existing under the laws of the State of New York and having an office for the transaction of business at 61 Clinton Street, Center Moriches, NY, 11934

WHEREAS, 38 Homan Avenue, LLC is the owner of a voluntary cleanup site in New York State as site number V00352-1, located at 38 Homan Avenue, Bay Shore, NY 11706, consisting of approximately .97 acres, Tax Map designation 0500, 394.00, 01.00, and 04800 and more particularly described in SCHEDULE "A" attached to this covenant and made a part hereof, and hereinafter referred to as the "Property"; and

WHEREAS, the property is the subject of Voluntary Agreement issued by the New York State Department of Environmental Conservation to Gibson and Cushman Dredging Company, LLC; and (SEE ATTACHED SCHEDULE C)

WHEREAS, the New York State Department of Environmental Conservation set forth a remedy to eliminate or mitigate all significant threats to the environment presented by hazardous waste disposal on the site in a Voluntary Agreement dated October 10, 2001 and such Work Plan for the implementation of the Voluntary Agreement required that the property be subject to restrictive covenants ;

NOW, THEREFORE, 38 Homan Avenue LLC for itself and its successors and/or assigns, covenants that:

First, the Property subject to this Declaration of Covenants and Restrictions is as shown on the map attached to this Declaration as Appendix B and made a part hereof, and consists of the property described in SCHEDULE 'A' annexed hereto.

Second, unless prior written approval by the New York State Department of Environmental Conservation or, if the Department shall no longer exist any New York State Agency or agencies subsequently created to protect the environment of the State and the health of the State's citizens, hereinafter referred to as the "Relevant Agency," is first obtained, no person shall engage in any activity that will, or is reasonably anticipated to, prevent or interfere significantly with any proposed, ongoing or completed program at the Property that will, or is reasonably foreseeable to, expose the public health or the environment to a significantly increased threat of harm or damage.

Third, the owner of the Property shall maintain the clean soil cap placed during the Voluntary Cleanup by maintaining its grass cover or after obtaining the written approval of the Relevant Agency, by capping the Property with another material.

Fourth, the owner of the Property shall prohibit the Property from ever being used for purposes other than for industrial/commercial without the express written waiver of such prohibitions by the Relevant Agency. It is anticipated in the future that the Property may be used for residential purposes and the Department agrees to such residential use provided the Procedures in

the Soil Management Plan are implemented.

Fifth, the owner of the Property shall prohibit the use of the groundwater underlying the Property without treatment rendering it safe for drinking water or industrial purposes, as appropriate, unless the owner first obtains permission to do so by the Relevant Agency.

Sixth, the owner of the Property shall continue in full force and effect any institutional and engineering controls, including the attached Soils Management Plan that the Department required Respondent to put into place and maintain unless the owner first obtains permission to discontinue such controls by the Relevant Agency.

Seventh, this Declaration is and shall be deemed a covenant that shall run with the land and shall be binding upon all future owners of the Property and shall provide that the owner, and its successors and assigns, consents to the enforcement by the Relevant Agency of the prohibitions and Restrictions recorded by this Declaration of Covenants and Restrictions, and hereby covenants not to contest the authority of the Department to seek enforcement.

Eighth, the owner of the Property may Petition the department to modify or terminate this Declaration of Covenants and Restrictions at such time as it can certify that reliance upon such covenants and restrictions is no longer required to meet the goals of the Remedial Program. Such Certification shall be made by Professional Engineer. The Department shall not unreasonably withhold its consent to such Petition.

Ninth, any deed of conveyance of the Property, or any portion thereof, shall recite, unless the Relevant Agency has consented to the termination of such covenants and restrictions, that said conveyance is subject to this Declaration of Covenants and Restrictions.

38 HOMAN AVENUE LLC

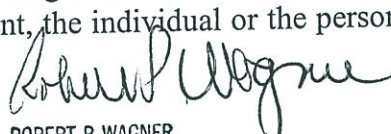


PETER HOUGH Managing Member

Acknowledgment taken in New York State

State of New York, County of Suffolk, ss:

On the 7th day of September in the year 2007, before me, the undersigned, personally appeared PETER HOUGH personally know 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 that by his signature on the instrument, the individual or the person of which the individual acted, executed the instrument.


ROBERT P WAGNER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WA4812158
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES JUNE 30, 20 10

Fidelity National Title Insurance Company
TITLE NO. 05-7404-63183-SUFF

SCHEDULE A-1 (*Description*)

AMENDED 12/30/05:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Islip, at Bayshore, Suffolk County, New York, bounded and described as follows:

BEGINNING at the northeast corner thereof on the west side of Homan Avenue and at the southeast corner of land now or formerly of Henry L. Brown;

RUNNING THENCE by the west side of said Homan Avenue South 21 degrees 41 minutes East, 284.93 feet to the bulkhead of Penataquit Creek;

THENCE by the general line of the bulkhead of Penataquit Creek South 77 degrees 02 minutes 10 seconds West, 4.00 feet;

THENCE South 12 degrees 57 minutes 50 seconds East, 87.00 feet;

THENCE South 71 degrees 22 minutes 16 seconds West, 99.10 feet all by the general line of the bulkhead on Penataquit Creek to the southeast corner of the slip;

THENCE North 58 degrees 24 minutes 15 seconds West, 27.00 feet;

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THENCE North 14 degrees 40 minutes 40 seconds West, 3.16 feet all by the general line of the bulkhead on Penataquit Creek to the southwest corner of the slip;

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THENCE by said land North 63 degrees 02 minutes East, 119.57 feet to the point of BEGINNING.

THE POLICY TO BE ISSUED under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

SEP-05-2007 14:55 From:A. EADEREST, ATTN. 631 878 6803

Aug 23 07 09:27a PETER HOUGH

08/22/2007 14:39 16315090705

FWGC

To:5555555

631 744-2041

P.7/11

p.5

PAGE 05/09

SCHEDULE C

Gibson and Cushman Dredging Co., LLC
VCP Site No. V00352
Soils Management Plan

1. Overview and objectives

The site is a 1.5 acre, occupied industrial/commercial property currently owned by Gibson and Cushman Dredging (GCD). The location of the property is shown on Figure 1. The site has been characterized during several previous investigations. The user should refer to the previous investigation reports for more detail, as needed.

The objective of this Soils Management Plan (SMP) is to set guidelines for management of soil material during any future activities which would breach the cover system at the site. This SMP addresses environmental concerns related to soil management and has been reviewed and approved by the New York State Department of Environmental Conservation (NYSDEC) as shown in Exhibit 1-1.

2. Nature and extent of contamination

Based on data obtained from previous investigations and the remediation done at the site, an April 2006 Final Certification Report was developed by J. R. Holtzmaier, P.E., LLC.

The constituents of potential concern (COPCs) for soil consist primarily of RCRA metals and petroleum hydrocarbons. Results of historical ground water sampling indicate that constituents in the soil/fill material have impacted ground water quality slightly with metals and petroleum hydrocarbons, requiring treatment prior to use.

3. Contemplated use

As part of the redevelopment project, the property has been identified for office and light industrial uses. Specific uses for this zoning category are as defined in the Voluntary Cleanup Agreement as: "Contemplated Use": Commercial/Industrial uses excluding day care, child care and medical care uses." Given the Property location, it is anticipated that residential use may occur in the future. If demolition and construction is performed for residential purposes, capping of soil in the areas listed below will be performed in accordance with Section 4.0 of the SMP.

- Soil within five feet and under the two-story structure located on the Northern Parcel.
- Soil within five feet and under the two structures located on the Southern Parcel.
- Soil within 15 feet landward of the bulkhead.

4. Purpose and description of surface cover system

The purpose of the surface cover system is to eliminate the potential for human contact with fill material and eliminate the potential for contaminated runoff from the property. The cover system

SEE ATTACHED FOR LEGIBLE COPY OF
THIS SCHEDULE C

will consist of one of the following types of clean material:

- Soil: 24 inches of vegetated soil cover, in outdoor vegetated areas.
- Asphalt: a minimum of 6 inches of material (asphalt and subbase material) in areas that will become roads, sidewalks, and parking lots. Actual cross sections will be determined based on the intended use of the area.
- Concrete: a minimum of 6 inches of material (concrete and subbase material) in areas that will become slab-on-grade structures or for roads, sidewalks, and parking lots in lieu of asphalt. For slab-on-grade structures, an 8-mil polyethylene vapor barrier will be placed beneath the concrete (for sites impacted by VOC contamination only). Actual cross sections will be determined based on the intended use of the area.

5. Management of soils/fill and long term maintenance of cover system

The purpose of this section is to provide environmental guidelines for management of subsurface soils/fill and the long-term maintenance of the cover system during any future intrusive work which breaches the cover system.

The SMP includes the following conditions:

- Any breach of the cover system, including for the purposes of construction or utilities work, must be replaced or repaired using an acceptable borrow source free of industrial and/or other potential sources of chemical or petroleum contamination. The repaired area must be covered with clean soil and reseeded or covered with impervious product such as concrete or asphalt, as described in Section 4, to prevent erosion in the future.
- Control of surface erosion and run-off of the entire property at all times, including during construction activities. This includes proper maintenance of the vegetative cover established on the property.
- Site soil that is excavated and is intended to be removed from the property must be managed, characterized, and properly disposed of in accordance with NYSDEC regulations and directives. (Refer to Section 3.1).
- Soil excavated at the site may be reused as backfill material on-site provided it contains no visual or olfactory evidence of contamination, and it is placed beneath a cover system component as described in Section 4.
- Any off-site fill material brought to the site for filling and grading purposes shall be from an acceptable borrow source free of industrial and/or other potential sources of chemical or petroleum contamination. Off-site borrow sources should be subject to collection of one representative composite sample per source. The sample should be analyzed for TCL VOCs, SVOCs, pesticides, PCBs, and TAL metals plus cyanide. The soil will be

SEP-05-2007 14:55 From: A. EADEREST, ATTN. 631 878 6803
HUG 23 07 09:27A PETER HOUGH
08/22/2007 14:39 16315698705 PWCC

To: 5555555
631 744-2041

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P.7
PAGE 07/09

acceptable for use as cover material provided that all parameters meet the NYSDEC appropriate soil cleanup objectives included in 6 NYCRR Part 375 Subpart 375-6.

Prior to any construction activities, workers are to be notified of the site conditions with clear instructions regarding how the work is to proceed. Invasive work performed at the property will be performed in accordance with all applicable local, state, and federal regulations to protect worker health and safety.

The Owner shall complete and submit to the Department an annual report by January 15th of each year. Such annual report shall contain certification that the institutional controls put in place, pursuant to the Voluntary Cleanup Agreement and the Workplan, are still in place, have not been altered and are still effective; that the remedy and protective cover have been maintained; and that the conditions at the site are fully protective of public health and the environment.

If the cover system has been breached during the year covered by that Annual Report, the owner of the property shall include the following in that annual report:

- A certification that all work was performed in conformance with this SMP.

The Annual report must be sent to the Agency below or subsequent relevant agency.


New York State Department of Environmental Protection
Attn: Jeffrey E. Trad, PE (or Current Project Manager)
625 Broadway
Albany, New York 12233-7013

In addition, deed restrictions have been implemented in accordance with the requirements of the Voluntary Cleanup Program, ~~limiting the future use of the property to business, commercial, or industrial development~~ *

5.1. Excavated and stockpiled soil/fill disposal

Soil/fill that is excavated as part of development which can not be used as fill below the cover system will be further characterized prior to transportation off-site for disposal at a permitted facility. For excavated soil/fill with visual evidence of contamination (i.e., staining or elevated Photoionization Detector (PID) measurements), one composite sample ~~and a duplicate sample~~ will be collected at a frequency to satisfy the disposal facility or at a minimum of one per 500 ~~400~~ cubic yards of stockpiled soil/fill. For excavated soil/fill that does not exhibit visual evidence of contamination but must be sent for off-site disposal, one composite sample ~~and a duplicate sample~~ will be collected at a frequency to satisfy the disposal facility or at a minimum of one per 2000 cubic yards of stockpiled soil. A minimum of one sample will be collected for volumes less than 2000 cubic yards. *

The composite sample will be collected from five locations within each stockpile. ~~A duplicate composite sample will also be collected.~~ Soils will be screened at each location with a PID or *

equivalent and measurements recorded for each of the five individual locations. One grab sample will be collected from the individual location exhibiting the greatest signs of contamination, based upon PID response, visual or olfactory, ~~with the highest PID measurement.~~ If none of the five individual sample locations exhibit PID readings, one location will be selected at random. The composite sample will be analyzed by a NYSDOH ELAP-certified laboratory for pH (EPA Method 9045C), Target Compound List (TCL) SVOCs, pesticides, and PCBs, and TAL metals, and cyanide. The grab sample will be analyzed for TCL VOCs. 

Soil samples will be composited by placing equal portions of fill/soil from each of the five composite sample locations into a pre-cleaned, stainless steel (or Pyrex glass) mixing bowl. The soil/fill will be thoroughly homogenized using a stainless steel scoop or trowel and transferred to pre-cleaned jars provided by the laboratory. Sample jars will then be labeled and a chain-of-custody form will be prepared.

Additional characterization sampling for off-site disposal may be required by the disposal facility. To potentially reduce off-site disposal requirements/costs, the owner or site developer may also choose to characterize each stockpile individually. If the analytical results indicate that concentrations exceed the standards for RCRA characteristics, the material will be considered a hazardous waste and must be properly disposed off-site at a permitted disposal facility within 90 days of excavation. If the analytical results indicate that the soil is not a hazardous waste, the material will be properly disposed off-site at a non-hazardous waste facility. Stockpiled soil cannot be transported on or off-site until the analytical results are received.

5.2. Subgrade material

Subgrade material used to backfill excavations or placed to increase site grades or elevation shall meet the following criteria.

- Excavated on-site soil/fill which appears to be visually impacted shall be sampled and analyzed. If analytical results indicate that the contaminants, if any, are present at concentrations below the Site Specific Action Levels (SSALs) shown in 6 NYCRR Part 375 Subpart 375-6, Table 375-6.8(a): Unrestricted Use Soil Cleanup Objectives, the soil/fill can be used as backfill on-site.
- Any off-site fill material brought to the site for filling and grading purposes shall be from an acceptable borrow source free of industrial and/or other potential sources of chemical or petroleum contamination.
- Off-site soils intended for use as site backfill cannot otherwise be defined as a solid waste in accordance with 6 NYCRR Part 360-1.2(a).
- If the contractor designates a source as "virgin" soil, it shall be further documented in writing to be native soil material from areas not having supported any known prior industrial or commercial development or agricultural use.

SEP-05-2007 14:55 From: A. EADEREST, ATTN. 631 878 6803
Aug 23 07 09:27a PETER HOUGH
08/22/2007 14:39 16315898705 PWGC

To: 5555555
631 744-2041

P. 11/11
p. 9

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- Virgin soils should be subject to collection of one representative composite sample per source. The sample should be analyzed for TCL VOCs, SVOCs, pesticides, PCBs, arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver, and cyanide. The soil will be acceptable for use as backfill provided that all parameters meet the SSALs.
- Non-virgin soils will be tested via collection of one composite sample per 500 cubic yards of material from each source area. If more than 1,000 cubic yards of soil are borrowed from a given off-site non-virgin soil source area and both samples of the first 1,000 cubic yards meet SSALs, the sample collection frequency will be reduced to one composite for every 2,500 cubic yards of additional soils from the same source, up to 5,000 cubic yards. For borrow sources greater than 5,000 cubic yards, sampling frequency may be reduced to one sample per 5,000 cubic yards, provided all earlier samples met the SSALs.

SCHEDULE C

Gibson and Cushman Dredging Co., LLC
VCP Site No. V000352
Soils Management Plan

1. Overview and Objectives

The site is 1.5 acres, occupied industrial/commercial property currently owned by Gibson and Cushman Dredging (GCD). The location of the property is shown on Figure 1. The site has been characterized during several previous investigations. The user should refer to the previous investigation reports for more detail, as needed.

The objectives of this Soils Management Plan (SMP) is to set guidelines for management of soil material during any future activities which could breach the cover system of the site. This SMP addresses environmental concerns related to soil management and has been reviewed and approved by the New York Department of Environmental Conservation (NYSDEC) as shown in Exhibit 1-1.

2. Nature and extent of contamination

Based on the data obtained from previous investigations and the remediation done at the site, an April 2006 Final Certification Report was developed by J. R. Holtzmacher, P.E., LLC.

The constituents of potential concern (COPCs) for soil consist primarily of RCRA metals and petroleum hydrocarbons. Results of historical ground water sampling indicate that constituents in the soil/fill material have impacted ground water quality slightly with metal and petroleum hydrocarbons, requiring treatment to use.

3. Contemplated Use

As part of the redevelopment project, the property has been identified for office and light industrial uses. Specific uses for this zoning category are as defined in the Voluntary Cleanup Agreement as: "Contemplated Use: Commercial/Industrial uses excluding day care, child care and medical care uses." Given the Property location, it is anticipated that residential use may occur in the future. If demolition and construction is performed for residential purposes, capping of soil in the areas listed below will be performed in accordance with section 4.0 of the SMP. *

- Soil within five feet and under two-story structure located on the Northern Parcel.
- Soil within five feet and under the two structures located on the Southern Parcel.
- Soil within 15 feet landward of the bulkhead.

4. Purpose and description of surface cover system

The purpose of the surface cover system is to minimize the potential for human contact with fill material and minimize the potential contaminated runoff from the property. The cover system

will consist of one of the following types of clean material:

-Soil: 24 inches of vegetated soil cover, in outdoor vegetated areas.

-Asphalt: a minimum of 6 inches of material (asphalt and subbase material) in areas that will become roads, sidewalks, and parking lots. Actual cross sections will be determined based on the intended use of the area.

-Concrete: a minimum of 6 inches of material (concrete and subbase material) in areas that will become slab-on-grade structures or for roads, sidewalks, and parking lots in lieu of asphalt. For slab-on-grade structures, an 8-mil polyethylene vapor barrier will be placed beneath the concrete (for sites impacted by VOC contamination only). Actual cross sections will be determined based on the intended use of the area.

5. Management of soils/fill and long term maintenance of cover system

The purpose of this section is to provide environmental guidelines for management of subsurface soils/fill and the long-term maintenance of the cover system during any future intrusive work which breaches the cover system.

The SMP includes the following conditions:

-Any breach of the cover system, including for the purposes of construction or utilities work, must be replaced or repaired using an acceptable borrow source free of industrial and/or other potential source of chemical or petroleum contamination. The repaired area must be covered with clean soil and reseeded or covered with impervious product such as concrete or asphalt, as described in Section 4, to prevent erosion in the future.

-Control of surface erosion and run-off the entire property at all times, including during construction activities. This includes proper maintenance of the vegetative cover established on the property.

-Site soil that is excavated and is intended to be removed from the property must be managed, characterized, and properly disposed of in accordance with NYSDEC regulations and directives. (Refer to Section 5.1)

-Soil excavated at the site may be reused as backfill material on-site provided it contains no visual or olfactory evidence of contamination, and it placed beneath a cover system component as described in Section 4.

-Any off-site fill material brought to the site for filling and grading purposes shall be from an acceptable borrow source free of industrial and/or other potential sources of chemical or petroleum contamination. Off-site borrow sources should be subject to collection of one representative composite sample per source. The sample should be analyzed for TCL, VOCs, SVOCs, pesticides, PCBs and TAL metals plus cyanide. The soil will be

equivalent and measurements recorded for each five individual locations. One grab sample will be collected from the individual location exhibiting the greatest signs of contamination, based upon PID response, visual or olefactory, ~~with the highest PID measurement~~. If none of the five individual sample locations exhibit PID readings, one location will be selected at random. The composite sample will be analyzed by a NYSDOH ELAP-certified laboratory for pH (EPZ Method 9045C). Target Compound List (TCL) SVOCs, pesticides and PCBs, and TAL metals and cyanide. The grab sample will be analyzed for TCL VOCs. *

Soil samples will be composited by placing equal portions of fill/soil from each of the five composite sample locations into a pre-cleaned, stainless steel (or Pyrex Glass) mixing bowl. The soil/fill will be thoroughly homogenized using a stainless steel scope or trowel and transferred to pre-cleaned jars provided by the laboratory. Sample jars will then be labeled and a chain-of-custody form will be prepared.

Additional characterization sampling for off-site disposal may be required by the disposal facility. To potentially reduce off-site disposal requirements/costs, the owner or site developer may also choose to characterize exceed the standards for RCRA characteristics, the material will be considered a hazardous waste and must be properly disposed off-site at a permitted disposal facility within 90 days of excavation. If the analytical results indicate that the soil is not a hazardous waste, the material will be properly disposed off-site at a non-hazardous waste facility. Stockpiled soil cannot be transported on or off-site until the analytical results are received.

5.2 Subgrade material

Subgrade material used to backfill excavations or placed to increase site grades or elevations meet the following criteria.

-Excavated on-site soil/fill which appears to be visually impacted shall be sampled and analyzed. If analytical results indicate that the contaminants, if any, are present at concentrations below the Site Specific Action Levels (SSALs) shown in 6NYCRP. Part 375 Subpart 375-6.8(a): Unrestricted Use Soil Cleanup Objectives, the soil/fill can be used as backfill on site.

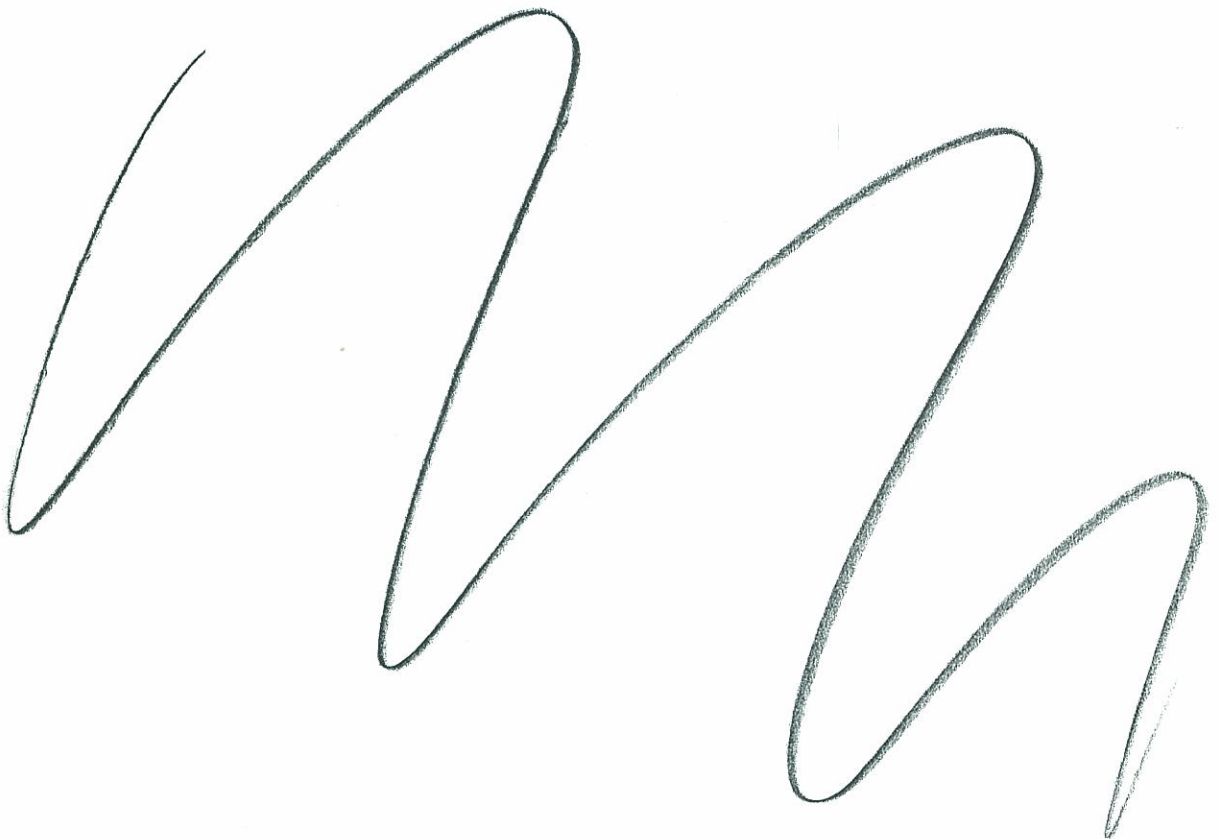
-Any off-site material brought to the site for filling and grading purposes shall be from an acceptable borrow source free of industrial and/or other potential sources of chemical or petroleum contamination.

-Off-site soils intended for use as site backfill cannot otherwise be defined as a solid waste in accordance with 6NYCRR Part 360-1.2(a).

-If the contractor designates a source as "virgin soil," it shall be further documented in writing to be native soil material from areas not having supported my known prior industrial or commercial development of agricultural use.

-Virgin soils should be subject to collection of one representative composite sample per source. The sample should be analyzed for TCL VOCs, SVOCs, pesticides, PCBs, arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver and cyanide. The soil will be acceptable for use as back/fill provided that all parameters meet the SSALs.

-Non-virgin soil will be tested via collection of one composite sample per 500 cubic yards of material from each source. If more than 1,000 cubic yards of soil are borrowed from a given off-site non-virgin soil source and both samples of the first 1,000 cubic yards meet SSALs, the sample collection frequency will be reduced to one composite for every 2,500 cubic yards of additional soils from the same source, up to 5,000 cubic yards. For borrow sources greater than 5,000 cubic yards, sampling frequency may be reduced to one sample per 5,000 cubic yards, provided all earlier samples met the SSALs.



Jeffery Trad - filed deed restriction and receipt

From: Lisa Santoro <LisaS@pwgrosser.com>
To: Jeffery Trad <jetrad@gw.dec.state.ny.us>
Date: 1/9/2008 12:35 PM
Subject: filed deed restriction and receipt

Jeff-Attached is the filed document. The document does not match the package I sent this attorney (people!) and when I just flipped through the attachment I noticed hand written edits to make consistent with what I sent her. I don't get it. Let me know if this is a problem. There are handwritten asterisks and other marks. Call if we need to discuss, numbers below. Ugh.

Lisa

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