

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

**THIS INDENTURE** made this 24<sup>th</sup> day of June, 2011 between Owner Town of Hempstead Industrial Development Agency, a public benefit corporation of the State of New York (Fee Interest), having an office at 350 Front Street, 2nd floor, Hempstead, NY 11550, County of Nassau, State of New York, and AvalonBay Communities, Inc. (Beneficial Interest), having an office at 275 7th Avenue, 25th Floor, New York, NY 10001 (collectively, the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 80 Banks Avenue and 100 Banks Avenue in the Village of Rockville Centre, County of Nassau and State of New York, known and designated on the tax map of the County Clerk of Nassau as tax map numbers: Section 38 Block 539 Lots 27 and 30, being the same as that property conveyed to Grantor by deed dated March 24, 2010 and recorded in the Nassau County Clerk's Office in Liber D 12602 pages 792-797. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 7.118 acres, and is hereinafter more fully described in the Land Title Survey dated March 25, 2011 and revised on April 6, 2011 and prepared by Control Point Associates, Inc., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of human health and the environment and to achieve the requirements for remediation

established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of BCA Index Number: W1-1051-05-02, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

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

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

A. (1) The Controlled Property may be used for: restricted residential as described in 6 NYCRR Part 375-1.8(g)(2(ii).

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

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

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

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

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

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

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

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

B. The Controlled Property shall not be used for raising livestock or producing animal products for human consumption, and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

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

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

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

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

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

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

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

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and  
(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an



interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

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

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

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

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

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

Parties shall address correspondence to:      Site Number C130140  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

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

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

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

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

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

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

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

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

Grantor's Name: Town of Hempstead Industrial Development Agency

By: 

Title: CEO

Date: 5/17/11

Grantor's Name: AvalonBay Communities, Inc.

By: 

Matthew B. Whalen

Title: Vice President

Date: 5/18/11

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

By: 

Dale A. Desnoyers, Director  
Division of Remediation

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**Town of Hempstead Industrial Development Agency's Acknowledgment**

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

On the 17 day of MAY, in the year 2011, before me, the undersigned, personally appeared Frederick E. Paro personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mike Lodato

Notary Public - State of New York

**MICHAEL LODATO**  
Notary Public, State of New York  
01LO6226099  
Qualified in Suffolk County  
Commission Expires Aug. 2, 2014

**AvalonBay Communities, Inc's Acknowledgment**

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

On the 18 day of May, in the year 2011, before me, the undersigned, personally appeared Matthew B. Whalen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Margaret T. Gibson

Notary Public - State of New York

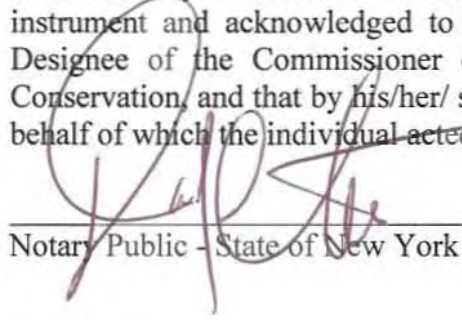
**MARGARET T. GIBSON**  
Notary Public, State of New York  
No. 30-4860169  
Qualified in Suffolk County  
Commission Expires May 27, 2014



**Grantee's Acknowledgment**

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

On the 24th day of June, in the year 2011, before me, the undersigned, personally appeared Dale D. D'Amico, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public - State of New York

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

**SCHEDULE A PROPERTY DESCRIPTION**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Rockville Centre, Town of Hempstead, County of Nassau and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point formed by the intersection of the North side of Nassau Street (Variable in width) with the West side of Banks Avenue (50 feet in width) and from said point of beginning;

RUNNING THENCE along the Northerly sideline of Nassau Street, South 61 degrees 31 minutes 54 seconds West, a distance of 300.35 feet to a point in the Easterly sideline of Claude Street (40 foot wide right of way);

THENCE running along the Easterly sideline of Claude Street, North 19 degrees 24 minutes 07 seconds West, a distance of 100.00 feet to a point;

THENCE along the Northerly terminus of Claude Street and continuing along the common dividing line between Lots 27 and Lot 28 (lands now or formerly of St. Matthew African Methodist Episcopal Zion Church), South 61 degrees 31 minutes 53 seconds West, a distance of 120.75 feet to a point on the common dividing line between Lot 27 and Lot 500D, Block C (lands now or formerly of the County of Nassau);

THENCE continuing along the common dividing line between Lot 27 and Lot 500D, Block C, the following seven (7) courses and distances:

1. North 19 degrees 36 minutes 16 seconds West, a distance of 200.47 feet to a point;
2. North 64 degrees 05 minutes 53 seconds East, a distance of 78.48 feet to a point;
3. North 06 degrees 09 minutes 07 seconds West, a distance of 235.03 feet to a point;
4. North 06 degrees 07 minutes 07 seconds West, a distance of 59.00 feet to a point;
5. North 06 degrees 24 minutes 07 seconds West, a distance of 210.00 feet to a point;
6. North 06 degrees 07 minutes 07 seconds West, a distance of 50.00 feet to a point;
7. North 83 degrees 52 minutes 53 seconds East, a distance of 82.79 feet to a point;

THENCE along the common dividing line between Lot 30 and Lot 37 (lands now or formerly of the County of Nassau), South 06 degrees 07 minutes 07 seconds East, a distance of 13.68 feet to a point;

THENCE continuing along the said common dividing line between Lots 30 and Lot 37, South 78 degrees 42 minutes 07 seconds East, a distance of 412.58 feet to a point;



THENCE along the common dividing line between Lots 30 and Lot 34 (lands now or formerly of Rockville & Sunrise Realty LLC), South 06 degrees 15 minutes 07 seconds East, a distance of 303.74 feet to a point;

THENCE along said common dividing line between Lot 30 and Lot 34, South 52 degrees 19 minutes 03 seconds West, a distance of 59.40 feet to a point in the Northerly sideline of Banks Avenue;

THENCE continuing in a general Westerly direction, along said Northerly and Westerly side of Banks Avenue, along a curve to the left, having a radius of 60.00 feet, a central angle of 231 degrees 33 minutes 29 seconds, an arc length of 242.47 feet, bearing a chord of South 26 degrees 32 minutes 22 seconds West, a chord distance of 108.05 feet to a point of reverse curvature;

THENCE continuing along said Westerly sideline of Banks Avenue, along a curve to the right, having a radius of 20.00 feet, a central angle of 82 degrees 49 minutes 16 seconds, an arc length of 28.91 feet, bearing a chord of South 47 degrees 49 minutes 45 seconds East, a chord distance of 26.46 feet to a point;

THENCE continuing along said Westerly sideline of Banks Avenue, South 06 degrees 25 minutes 07 seconds East, a distance of 130.00 feet to the point and place of BEGINNING.

**SURVEY**



SMITH  
POND

THE NYS FRESHWATER WETLAND BOUNDARY AS DELINEATED  
IS ALSO EQUAL TO THE EDGE OF POND AS VERIFIED  
BY R. MARSH ON 4/4/03

SECTION 38  
BLOCK C  
LOT 5000  
N/T REPUTED OWNER  
COUNTY OF NASSAU

THE NYS FRESHWATER WETLAND BOUNDARY AS DELINEATED  
IS ALSO EQUAL TO THE EDGE OF POND AS VERIFIED  
BY R. MARSH ON 4/4/03

THE NYS FRESHWATER WETLAND BOUNDARY AS DELINEATED  
IS ALSO EQUAL TO THE EDGE OF POND AS VERIFIED  
BY R. MARSH ON 4/4/03

SMITH  
POND

LEGEND

- HYDRANT
- UTILITY VALVE
- UTILITY POLE
- TRAFFIC SIGNAL
- DENOTES WETLANDS FLAG
- TITLE REPORT EXCEPTION

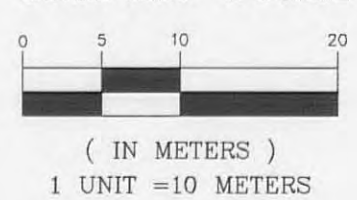
CLAUDE STREET  
(40' WIDE R.O.W.)

NASSAU STREET  
(VARIABLE WIDTH R.O.W.)

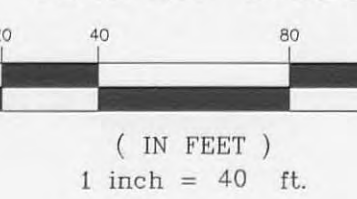
MORGAN DAYS LANE  
(F.K.A. WILLOUGHBY AVENUE)  
(VARIABLE WIDTH R.O.W.)

NORTH CENTRE AVENUE  
(VARIABLE WIDTH R.O.W.)

GRAPHIC SCALE



GRAPHIC SCALE



THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET  
FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MAY BE  
OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE  
OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF  
ENVIRONMENTAL REMEDIATION, SITE CONTROL, 625 BROADWAY, ALBANY,  
NEW YORK 12233 OR AT [derweb@ecw.dec.state.ny.us](mailto:derweb@ecw.dec.state.ny.us)

TO:

AVALONBAY COMMUNITIES, INC.;  
ADVANTAGE TITLE AGENCY, INC.;  
FIRST AMERICAN TITLE INSURANCE COMPANY;  
TOWN OF HEMPSTEAD INDUSTRIAL DEVELOPMENT AGENCY;  
THE PEOPLE OF THE STATE OF NEW YORK ACTING  
THROUGH ITS COMMISSIONER OF THE  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION;



UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A  
LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209,  
SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.  
ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL  
OF THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID  
TRUE COPIES.

1	REVISED PER RECEIPT OF UPDATED TITLE REPORT	-	A.T.	J.C.W.	04-05-11
No.	DESCRIPTION OF REVISION	FIELD CREW	DRAWN	APPROVED	DATE
FIELD DATE	3-15-11	ALTA/ACSM LAND TITLE SURVEY			
FIELD BOOK NO.	10-25	AVALONBAY COMMUNITIES INC.			
FIELD BOOK PG.	146	80 & 100 BANKS AVENUE LOTS 27 & 30, BLOCK 539, SECTION 38 THE INCORPORATED VILLAGE OF ROCKVILLE CENTRE, TOWN OF HEMPSTEAD, NASSAU COUNTY, STATE OF NEW YORK			
FIELD CREW	G.A.	CONTROL POINT ASSOCIATES, INC.			
DRAWN	J.R.	31 TECHNOLOGY DRIVE WARREN, NJ 07059 908.668.0099 • 908.668.9595 FAX			
REVIEWED	J.R.	APPROVED	J.C.W.	DATE	3/25/11
SCALE	1"=40'	FILE NO.	C99377.05ALTA	DWG. NO.	1 OF 1
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH THE "2011" MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 7(A), 7(B)(1), 8, 9, 11(A) & 13 OF TABLE A THEREOF.					
NOT A VALID ORIGINAL DOCUMENT UNLESS EITHER THE SEAL OF THE SURVEYOR OR BLUE INK SEAL					
JAMES C. WEED NEW YORK PROFESSIONAL LAND SURVEYOR #82755					4/6/2011 DATE

NOTES:

- PROPERTY KNOWN AS LOTS 27 & 30, BLOCK 539, SECTION 38  
AS SHOWN ON THE TAX MAPS OF NASSAU COUNTY, NEW YORK.
- AREA OF LOT 30 = 200,000 S.F. OR 4.591 AC.  
AREA OF LOT 27 = 110,070 OR 2.527 AC.  
TOTAL AREA = 310,070 S.F. OR 7.118 AC.
- UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. BEFORE ANY  
SITE EVALUATION, PREPARATION OF DESIGN DOCUMENTS OR  
EXCAVATION IS TO BEGIN, THE LOCATION OF UNDERGROUND  
UTILITIES SHOULD BE VERIFIED BY THE PROPER UTILITY  
COMPANIES.
- THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY  
PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC.  
AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
- THIS SURVEY IS PREPARED WITH REFERENCE TO A TITLE REPORT  
PREPARED BY ADVANTAGE TITLE AGENCY, INC. AGENTS FOR FIRST  
AMERICAN TITLE INSURANCE COMPANY OF NEW YORK, TITLE NO.  
11-CN-45414, WITH AN EFFECTIVE DATE OF MARCH 1, 2011,  
WHERE THE FOLLOWING SURVEY RELATED EXCEPTIONS APPEAR IN  
SCHEDULE B:  
(5) RACIAL DISCRIMINATION COVENANT AS RECITED IN LIBER 8322  
CP 364, AS FOLLOWS: "(6) THAT THE PARTY OF THE  
SECOND PART WILL NOT DISCRIMINATE UPON THE BASIS OF  
RACE, COLOR, CRED OR NATIONAL ORIGIN IN THE SALE,  
LEASE OR RENTAL OR IN THE USE OF OCCUPANCY IF THE  
DESCRIBED PROPERTY HEREIN, OR ANY IMPROVEMENTS  
ERECTED OR TO BE ERECTED THEREON, OR ANY PART  
THEREOF."  
(6) UTILITY EASEMENT AS RECITED IN LIBER 8613 PG 39 AND  
LIBER 8613 PG 40, SHOWN.

- THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS  
NOT KNOWN AT THE TIME OF THE FIELD SURVEY.
- PROPERTY IS LOCATED IN FLOOD HAZARD ZONE X (AREAS  
DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN) PER  
REF. #4.
- TAX LOTS 27 AND 30 ARE CONTIGUOUS.
- ENCROACHMENTS AND VAULTS, IF ANY, BELOW SURFACE NOT  
SHOWN HEREON.
- THE OFFSETS SHOWN ARE NOT TO BE USED FOR THE  
CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITION,  
ETC.
- THERE ARE NO VISIBLE ENCROACHMENTS EITHER ONTO OF FROM  
THE SUBJECT PREMISES
- ALL OBSERVABLE EASEMENTS AND SERVITUDES ARE SHOWN

REFERENCES:

- SECTION 38 OF THE OFFICIAL TAX MAPS OF NASSAU COUNTY, NEW YORK.
- MAPS SHOWING THE LOCATION OF UNDERGROUND GAS UTILITIES, PROVIDED BY  
THE LONG ISLAND LIGHTING COMPANY, MAPS 17-G-25-1, 17-G-25-2,  
17-G-25-3 & 17-G-25-4.
- MAP SHOWING THE LOCATION OF UNDERGROUND ELECTRIC UTILITIES, PROVIDED  
BY THE LONG ISLAND LIGHTING COMPANY, MAP #17-E-25.
- MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD  
INSURANCE RATE MAP, NASSAU COUNTY, NEW YORK (ALL JURISDICTIONS),  
PANEL 217 OF 360" MAP NUMBER 360900217 F, EFFECTIVE DATE, APRIL  
2, 1997.
- WATER DISTRIBUTION MAP OBTAINED FROM THE VILLAGE OF ROCKVILLE  
CENTRE, NY, SHEETS 3, 4, 12 & 13.
- MAP ENTITLED "MAP OF PROPERTY AT ROCKVILLE CENTRE, NASSAU CO., NEW  
YORK FOR STAFCO CORP.", DATED AUG. 1973, PREPARED BY SELVE  
STEVENSON VALUE & KNECHT, INC.
- SET OF PLANS ENTITLED "AVOLON ROCKVILLE CENTRE, GRADING & DRAINAGE  
PLAN, INCORPORATED VILLAGE OF ROCKVILLE CENTRE, TOWN OF HEMPSTEAD,  
NEW YORK" PREPARED BY CAMERON ENGINEERING & ASSOCIATES, L.P.,  
DATED 10/10/08, LAST REVISED 6/18/10 AS REV. NO. 5, DRAWING NO.'S  
C3, C3.1, C3.2 & C4.1 (SHEETS 8, 9, 10, & 12 OF 21).

METES AND BOUNDS DESCRIPTION

ENVIRONMENTAL EASEMENT DESCRIPTION  
DEC BCP SITE #NO. C130140

LOTS 27 & 30, BLOCK 539, SECTION 38  
TOWN OF HEMPSTEAD  
NASSAU COUNTY, NEW YORK

LEGAL DESCRIPTION OF REAL PROPERTY

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

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE NORTH SIDE OF NASSAU STREET (VARIABLE IN  
WIDTH) WITH THE WEST SIDE OF BANKS AVENUE (50 FEET IN WIDTH) AND FROM SAID POINT OF BEGINNING;

RUNNING THENCE ALONG THE NORTHERLY SIDELINE OF NASSAU STREET, SOUTH 61 DEGREES 31 MINUTES 54  
SECONDS WEST, A DISTANCE OF 300.35 FEET TO A POINT IN THE EASTERLY SIDELINE OF CLAUDE STREET (40  
FOOT WIDE RIGHT OF WAY);

THENCE RUNNING ALONG THE EASTERLY SIDELINE OF CLAUDE STREET, NORTH 19 DEGREES 24 MINUTES 07  
SECONDS WEST, A DISTANCE OF 100.00 FEET TO A POINT;

THENCE ALONG THE NORTHERLY TERMINUS OF CLAUDE STREET AND CONTINUING ALONG THE COMMON DIVIDING  
LINE BETWEEN LOTS 27 AND LOT 28 (LANDS NOW OR FORMERLY OF ST. MATTHEW AFRICAN METHODIST EPISCOPAL  
ZION CHURCH), SOUTH 61 DEGREES 31 MINUTES 53 SECONDS WEST, A DISTANCE OF 120.75 FEET TO A POINT  
ON THE COMMON DIVIDING LINE BETWEEN LOT 27 AND LOT 5000, BLOCK C (LANDS NOW OR FORMERLY OF THE  
COUNTY OF NASSAU);

THENCE CONTINUING ALONG THE COMMON DIVIDING LINE BETWEEN LOT 27 AND LOT 5000, BLOCK C, THE  
FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- NORTH 19 DEGREES 36 MINUTES 16 SECONDS WEST, A DISTANCE OF 200.47 FEET TO A POINT;
- NORTH 64 DEGREES 05 MINUTES 53 SECONDS EAST, A DISTANCE OF 78.48 FEET TO A POINT;
- NORTH 06 DEGREES 09 MINUTES 07 SECONDS WEST, A DISTANCE OF 235.03 FEET TO A POINT;
- NORTH 06 DEGREES 07 MINUTES 07 SECONDS WEST, A DISTANCE OF 59.00 FEET TO A POINT;
- NORTH 06 DEGREES 24 MINUTES 07 SECONDS WEST, A DISTANCE OF 210.00 FEET TO A POINT;
- NORTH 06 DEGREES 07 MINUTES 07 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT;
- NORTH 83 DEGREES 52 MINUTES 53 SECONDS EAST, A DISTANCE OF 82.79 FEET TO A POINT;

THENCE ALONG THE COMMON DIVIDING LINE BETWEEN LOT 30 AND LOT 37 (LANDS NOW OR FORMERLY OF THE  
COUNTY OF NASSAU), SOUTH 08 DEGREES 07 MINUTES 07 SECONDS EAST, A DISTANCE OF 13.68 FEET TO A POINT;

THENCE CONTINUING ALONG THE SAID COMMON DIVIDING LINE BETWEEN LOTS 30 AND LOT 37, SOUTH 78  
DEGREES 42 MINUTES 07 SECONDS EAST, A DISTANCE OF 412.98 FEET TO A POINT;

THENCE ALONG THE COMMON DIVIDING LINE BETWEEN LOTS 30 AND LOT 34 (LANDS NOW OR FORMERLY OF  
ROCKVILLE & SUNRISE REALTY LLC), SOUTH 06 DEGREES 15 MINUTES 07 SECONDS EAST, A DISTANCE OF 303.74  
FEET TO A POINT;

THENCE ALONG SAID COMMON DIVIDING LINE BETWEEN LOT 30 AND LOT 34, SOUTH 52 DEGREES 19 MINUTES 03  
SECONDS WEST, A DISTANCE OF 59.40 FEET TO A POINT IN THE NORTHERLY SIDELINE OF BANKS AVENUE;

THENCE CONTINUING IN A GENERAL WESTERLY DIRECTION, ALONG SAID NORTHERLY AND WESTERLY SIDE OF BANKS  
AVENUE, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 231 DEGREES  
33 MINUTES 29 SECONDS, AN ARC LENGTH OF 242.47 FEET, BEARING A CHORD OF SOUTH 26 DEGREES 32  
MINUTES 22 SECONDS WEST, A CHORD DISTANCE OF 108.05 FEET TO A POINT OF REVERSE CURVATURE;

THENCE CONTINUING ALONG SAID WESTERLY SIDELINE OF BANKS AVENUE, ALONG A CURVE TO THE RIGHT, HAVING  
A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 82 DEGREES 49 MINUTES 18 SECONDS, AN ARC LENGTH OF  
28.91 FEET, BEARING A CHORD OF SOUTH 47 DEGREES 49 MINUTES 45 SECONDS EAST, A CHORD DISTANCE OF  
26.46 FEET TO A POINT;

THENCE CONTINUING ALONG SAID WESTERLY SIDELINE OF BANKS AVENUE, SOUTH 06 DEGREES 25 MINUTES 07  
SECONDS EAST, A DISTANCE OF 130.00 FEET TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATION ONLY: SAID PREMISES ARE KNOWN AS 80 BANKS AVENUE AND 100 BANKS AVENUE,  
INCORPORATED VILLAGE OF ROCKVILLE CENTRE, NASSAU COUNTY, NEW YORK AND DESIGNATED AS SECTION 38  
BLOCK 539 LOTS 27 AND 30 AS SHOWN ON THE NASSAU COUNTY LAND AND TAX MAP.

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.