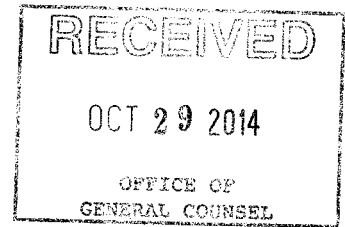


NATOYA DUNCAN  
DIRECT DIAL: (646) 378-7265  
NDUNCAN@SPRLAW.COM

October 28, 2014

VIA FEDEX OVERNIGHT DELIVERY

Benjamin Conlon, Esq.  
New York State Department of Environmental Conservation  
625 Broadway  
Albany, NY 12233-1500



**Re: Penetrex Processing Company**  
**Site No. 130034**  
**Contract/Oder No. W1-1157-11-06**  
**Environmental Easement**

Dear Mr. Conlon:

On behalf of Jennifer Coghlan, please find a copy of the following:

1. Recorded Easement marked by the County Clerk's Office with the date and location of recording;
2. Certificate of mailing of the municipal notice.

If you have any questions or require further information, please contact our office.

Sincerely,

  
Natoya Duncan, Paralegal

Encls.



NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 10-10-2014  
Recorded Time: 03:23:10 p

Liber Book: D 13132  
Pages From: 778  
To: 788

Control  
Number: 4179  
Ref #: RE 005081  
Doc Type: D02 EASEMENT

Location:	Section	Block	Lot	Unit
N. HEMPSTEAD (2822)	0020	0000K-00	00010	
N. HEMPSTEAD (2822)	0020	0000K-00	00011	
N. HEMPSTEAD (2822)	0020	0000K-00	00012	

DMF001

Taxes Total	.00
Recording Totals	245.00
Total Payment	245.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED.  
MAUREEN O'CONNELL  
County Clerk

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

**THIS INDENTURE** made this 25<sup>th</sup> day of AUGUST, 2014 between Owner(s) Glenwood Realty LLC, having an office at 99 Mineola Avenue, P.O. Box 1356, Roslyn Heights, County of Nassau, State of New York (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

Sec:  
20

Blk:  
K

Lot:  
10-12

**WHEREAS**, Grantor, is the owner of real property located at the address of 1 Shore Road, Glenwood Landing in the Town of Hempstead, County of Nassau and State of New York, known and designated on the tax map of the County Clerk of Nassau as tax map parcel numbers: Section 20 Block K Lot 10, 11 and 12, being the same as that property conveyed to Grantor by deed dated January 2, 1999 and recorded in the Nassau County Clerk's Office in Liber and Page 11018 and 0762-0765. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.0 +/- acres, and is hereinafter more fully described in the Land Title Survey dated June 2, 2014 prepared by A. Agujo Surveying, Inc., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: W1-1157-11-06, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

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

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

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

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

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

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Nassau County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

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

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

(7) All future activities on the property that will disturb remaining

contaminated material must be conducted in accordance with the SMP;

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

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

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

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

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

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

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

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

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

## Law.

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

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

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

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

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

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

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

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

(7) the information presented is accurate and complete.

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

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

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

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

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by

Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

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

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

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

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

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

Parties shall address correspondence to:      Site Number: 130034  
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.

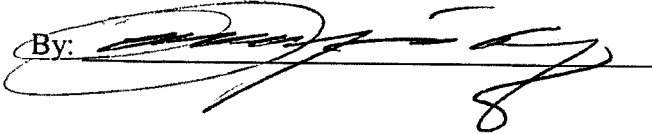
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated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

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

Glenwood Realty LLC:

By: 

Print Name: LAWRENCE WEINBERGER

Title: MGR + Co-Trustee Date: 8/13/14  
of Member



**Grantor's Acknowledgment**

STATE OF NEW YORK )

) ss:

COUNTY OF *Nassau* )

On the 13<sup>th</sup> day of August, in the year 20 14, before me, the undersigned, personally appeared Lawrence Weinberger, 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.

*Kerry Viviani*  
Notary Public - State of New York

**KERRY VIVIANI**  
Notary Public, State of New York  
No. 30-4891813  
Qualified in Nassau County  
Commission Expires May 11, 2015

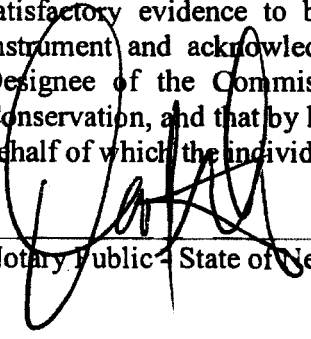
**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:   
Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

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

On the 25<sup>th</sup> day of August, in the year 2014, before me, the undersigned, personally appeared Robert W. Schick, 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, 2018**

**SCHEDULE "A" PROPERTY DESCRIPTION**

**TAX LOT 10**

**ALL THAT CERTAIN PLOT PEICE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN GLENWOOD LANDING, TOWN OF NORTH HEMPSTEAD, NASSAU COUNTY, AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE NORTHWEST CORNER OF THE PROPERTY TO BE CONVEYED, WHICH POINT IS ALSO THE SOUTHWEST CORNER OF THE PROPERTY OF HINKLE AND FINLAYSON;  
RUNNING THENCE FROM SAID POINT OF BEGINNING NORTH 73 DEGREES 01 MINUTES 44 SECONDS EAST, 193.65 FEET;  
THENCE SOUTH 12 DEGREES 44 MINUTES 27 SECONDS EAST, 130.55 FEET (DEED) 130.62 FEET (CALC.) TO A POINT IN THE NORTHERLY LINE OF PROPERTY NOW OR FORMERLY OF PONTIFEX;  
THENCE SOUTH 72 DEGREES 36 MINUTES 00 SECONDS WEST, 126.65 FEET TO THE EASTERLY LINE OF SHORE ROAD;  
THENCE ALONG THE EASTERLY SIDE OF SHORE ROAD NORTH 41 DEGREES 58 MINUTES 40 SECONDS WEST, 101.05 FEET;  
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 261.51 FEET A CHORD LENGTH OF 42.24 FEET AND A BEARING OF NORTH 37 DEGREES 30 MINUTES 20 MINUTES WEST TO THE POINT OR PLACE OF BEGINNING.  
LOT AREA = 21,136.64 sq. ft. = 0.485 acres**

**TAX LOT 11**

**ALL THAT CERTAIN PLOT PEICE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN GLENWOOD LANDING, TOWN OF NORTH HEMPSTEAD, NASSAU COUNTY, AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WESTERLY SID OF WEST STREET, (HIGHWAY FROM ROSLYN TO GLENWOODLANDING) AT A POINT DISTANT 173.25 FEET NORTHERLY FROM THE NORTHERLY SIDE OF LAND LATE OF WILLIAM UNDERHILL WHERE IT INTERSECTS THE WESTERLY SIDE OF WEST STREET;  
RUNNING THENCE ALONG THE WESTERLY SIDE OF WEST STREET NORTH 12 DEGREES 18 MINUTES 58 SECONDS WEST (DEED) NORTH 12 DEGREES 44 MINUTES 27 SECONDS EAST(CALC.), 130.06 FEET TO LAND FORMERLY OF WILLIAM DOWSE NOW OR FORMERLY OF HINCKLE & FINLAYSON;  
THENCE ALONG THE LAST MENTIONED LAND SOUTH 73 DEGREES 01 MINUTES 44 SECONDS WEST 75 FEET TO LAND OF WALTER RERAT;  
THENCE ALONG THE LAST MENTIONED LAND SOUTH 12 DEGREES 44 MINUTES 27 SECONDS EAST, 130.55 FEET (DEED) 130.62 FEET (CALC.) TO LAND FORMERLY OF EDWARD BEDELL OR CUMMINGS;  
THENCE ALONG THE SAID LAST MENTIONED LAND NORTH 72 DEGREES 36 MINUTES 00 SECONDS EAST, 75 FEET (DEED) 75.04 FEET (CALC.) TO THE WESTERLY SIDE OF WEST STREET THE POINT OR PLACE OF BEGINNING.  
LOT AREA = 9749.14 sq. ft. = 0.224 acres**

**TAX LOT 12**

**ALL THAT CERTAIN PLOT PEICE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN GLENWOOD LANDING, TOWN OF NORTH HEMPSTEAD, NASSAU COUNTY, AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WESTERLY SIDE OF WEST STREET, THE ROAD LEADING FROM GLENWOOD TO ROSLYN AND DISTANT 331.34 FEET (DEED) 330.70'**

**FEET (CALC.) SOUTHERLY FROM THE LAND NOW OR FORMERLY OF JOHN GALLAGHER;**  
**RUNNING THENCE SOUTH 14 DEGREES 07 MINUTES 50 SECONDS EAST ALONG THE WESTERLY SIDE OF WEST STREET, 110 FEET TO A POINT THEREON DISTANT 153.64 FEET IN A GENERAL NORTHERLY DIRECTION FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF WEST STREET AND THE NEW NORTHERLY SIDE OF GLEN COVE ROSLYN SHORE ROAD (AFTER WIDENING THEREOF);**  
**THENCE SOUTH 72 DEGREES 36 MINUTES 00 SECONDS WEST, 139.01 FEET TO THE NEW EASTERLY SIDE OF GLEN COVE ROSLYN SHORE ROAD (AFTER WIDENING THEREOF);**  
**THENCE ALONG THE SAID SIDE OF SAID GLEN COVE ROSLYN SHORE ROAD, THE FOLLOWING TWO COURSES AND DISTANCES:**  
**(1) NORTH 42 DEGREES 03 MINUTES 16 SECONDS WEST, 114.32 FEET;**  
**(2) NORTHWESTERLY ALONG THE ARC OF A CURVE BEARING TO THE LEFT HAVING A RADIUS OF 538.69 FEET AND WHICH CURVE IS SUBTENDED BY A CHORD BEARING NORTH 41 DEGREES 47 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 6.58 FEET TO A POINT;**  
**THENCE NORTH 72 DEGREES 36 MINUTES 00 SECONDS EAST, 195.84 FEET TO THE WESTERLY SIDE OF WEST STREET, AT A POINT OR PLACE OF BEGINNING.**  
**LOT AREA = 19,089.09 sq. ft. = 0.438 acres**

**SITE NAME: PENETREX PROCESSING COMPANY**

**SITE NO.: 130034**

**CERTIFICATION OF MAILING**

I certify that I mailed, on October 20, 2014, a copy of an Environmental Easement for the above-referenced site (a copy of which is attached hereto as Exhibit "A"), by USPS certified mail/return receipt to the Department of Planning and Environmental Protection for the Town of North Hempstead, by depositing a true copy thereof, securely enclosed in a postpaid wrapper, in the Post Office box at 909 Third Avenue in the city of New York, New York, which box is under the exclusive care and custody of the United States Post Office Department. Copies of the certified mail and return receipts are attached hereto as Exhibit "B".

Signature

  
\_\_\_\_\_

Date

10/28/2014

Attachments

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only. No Insurance Coverage Provided)*

7001 1140 0001 7906 4867

**MANHASSET NY 11030**

Postage	\$ 1.40	0007  04  Postmark Here  10/20/2014
Certified Fee	\$3.30	
Return Receipt Fee (Endorsement Required)	\$2.70	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 7.40</b>	

**Sent To**

Street, Apt. No., or PO Box No. Department of Planning and Environmental Protection  
 Town of North Hempstead  
 200 Plandome Road  
 City, State, ZIP+ Manhasset, NY 11030

PS Form 3800, January 2001 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dept. of Planning and Environmental Protection  
 Town of North Hempstead  
 200 Plandome Road  
 Manhasset, NY 11030

2. Article Number

*(Transfer from service label)*

7001 1140 0001 7906 4867

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by *(Please Print Clearly)* B. Date of Delivery

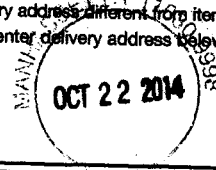
C. Signature

X *Joseph Pallisco*

Agent  
 Addressee

D.  delivery address different from item 1?  
 If YES, enter delivery address below:

Yes  
 No



3. Service Type

- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? *(Extra Fee)*

Yes

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

JENNIFER COGHLAN  
DIRECT DIAL: (646) 378-7253  
JCOGHLAN@SPRLAW.COM

October 20, 2014

VIA REGULAR MAIL

Department of Planning and Environmental Protection  
Town of North Hempstead  
200 Plandome Road  
Manhasset, NY 11030

Re: Environmental Easement

Dear Sir or Madam:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("DEC") on August 25, 2014, by Glenwood Realty LLC, for property located at 1 Shore Road, Glenwood Landing, NY, 11590, Tax Map No. 20-K-10-12, DEC Site No: 130034.

This Environmental Easement restricts future use of the above-referenced property to restricted residential uses as described in 6 NYCRR Part 375-1.8(g)(2)(ii), commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv). It also assures that a cap will be maintained over the site and sub-slab depressurization systems will be operated at two on-site buildings, as provided in the Site Management Plan for the site.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local

October 20, 2014

Page -2-

government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by this Department is available to the public at:

<http://www.dec.ny.gov/cfm/extapps/derfoil/index.cfm?pageid>.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,

  
Jennifer Coghlan

cc: Site Control Section, Division of Environmental Remediation