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Number of pages

10

TORRENS

Serial #

Certificate #

Prior Ctf. #

RECORDED
2022 Nov 16 11:48:21 AM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L D00013178
P 169
DT# 22-08612

Deed / Mortgage Instrument Deed / Mortgage Tax Stamp Recording / Filing Stamps

4 FEES

Table with columns for fees (Page / Filing Fee, Handling, TP-584, Notation, EA-52 17, EA-5217, R.P.T.S.A., Comm. of Ed., Affidavit, Certified Copy, Reg. Copy, Other) and mortgage details (Mortgage Amt., 1. Basic Tax, 2. Additional Tax, Sub Total, Spec./Assit., Spec./Add., TOT. MTG. TAX, Dual Town, Dual County, Held for Apportionment, Transfer Tax, Mansion Tax). Includes a circular seal for Suffolk County, New York.

5 Real Property Tax Service Agency Verification 6 Community Preservation Fund

Table with columns for Real Property Tax Service Agency Verification (Dist., Section, Block, Lot) and Community Preservation Fund (Consideration Amount, CPF Tax Due, Improved, Vacant Land).

7 Satisfactions/Discharges/Releases List Property Owners Mailing Address

RECORD & RETURN TO:
Barclay Damon LLP
125 Jefferson Street
Syracuse, New York 13202
Joan M. Lamson

8 Title Company Information

Table with columns for Title Company Information (Co. Name, Title #).

9 SUFFOLK COUNTY RECORDING & ENDORSEMENT PAGE

This page forms part of the attached Environmental Easement made by: (SPECIFY TYPE OF INSTRUMENT)

Keyspan Gas East Corp. The premises herein is situated in SUFFOLK COUNTY, NEW YORK. To Department of Environmental Conservation In the Township of Brookhaven In the VILLAGE or HAMLET of

BOXES 5 THRU 9 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

## IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, \*you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year: on or before January 10<sup>th</sup> and on or before May 31<sup>st</sup>. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes  
200 East Sunrise Highway  
North Lindenhurst, N.Y. 11757  
(631) 957-3004

Riverhead Town Receiver of Taxes  
200 Howell Avenue  
Riverhead, N.Y. 11901  
(631) 727-3200

Brookhaven Town Receiver of Taxes  
One Independence Hill  
Farmingville, N.Y. 11738  
(631) 451-9009

Shelter Island Town Receiver of Taxes  
Shelter Island Town Hall  
Shelter Island, N.Y. 11964  
(631) 749-3338

East Hampton Town Receiver of Taxes  
300 Pantigo Place  
East Hampton, N.Y. 11937  
(631) 324-2770

Smithtown Town Receiver of Taxes  
99 West Main Street  
Smithtown, N.Y. 11787  
(631) 360-7610

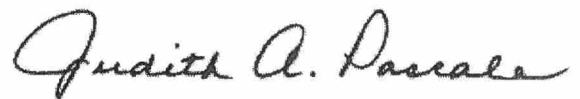
Huntington Town Receiver of Taxes  
100 Main Street  
Huntington, N.Y. 11743  
(631) 351-3217

Southampton Town Receiver of Taxes  
116 Hampton Road  
Southampton, N.Y. 11968  
(631) 283-6514

Islip Town Receiver of Taxes  
40 Nassau Avenue  
Islip, N.Y. 11751  
(631) 224-5580

Southold Town Receiver of Taxes  
53095 Main Street  
Southold, N.Y. 11971  
(631) 765-1803

Sincerely,



Judith A. Pascale  
Suffolk County Clerk

dw  
2/99

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, 2022 between Owner, KeySpan Gas East Corp., having an office at 175 East Old Country Road, Hicksville, 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

**WHEREAS**, Grantor, is the owner of real property located at the address of 234 West Main Street in the Town of Brookhaven, County of Suffolk and State of New York, known and designated on the tax map of the County Clerk of Suffolk as tax map parcel number: Section 012.00 Block 09.00 Lot 006.004, being the same as that property conveyed to Grantor by deed dated May 25, 2005 and recorded in the Suffolk County Clerk's Office in Liber 12392 Page 560. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.99 +/- acres and is hereinafter more fully described in the Land Title Survey dated January 6, 2021 prepared by Joseph G. Malinowski, License No. 050314, of Engineering and Land Surveying, P.C., 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: CO A2-0552-0606, 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 Suffolk 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



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

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

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

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


**Remainder of Page Intentionally Left Blank**



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

KeySpan Gas East Corp.

By: Charles Willard

Print Name: Charles Willard 

Title: Authorized Representative Date: 8/16/2022

**Grantor's Acknowledgment**

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

On the 16 day of August, in the year 20 22 before me, the undersigned, personally appeared Charles Willard, 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.

Kelly Marie Likens  
Notary Public - State of New York



**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: Andrew Guglielmi  
Andrew O. Guglielmi, 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 2022 before me, the undersigned, personally appeared Andrew O. Guglielmi, 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.

Jennifer Andoloro  
Notary Public - State of New York

**JENNIFER ANDALORO**  
Notary Public, State of New York  
No. 02AN6098246  
Qualified in Albany County  
Commission Expires January 14, 2024

**SCHEDULE "A" PROPERTY DESCRIPTION**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Patchogue, Town of Brookhaven, County of Suffolk and State of New York, bounded and described as follows:

Beginning at a point on the southeasterly side of West Main Street (NYS Route 27A, Montauk Highway) distant 357.36 feet northeasterly as measured along the southeasterly side of West Main Street from the corner formed by the intersection of the southeasterly side of West Main Street and the easterly side of River Avenue;

Running thence North 62 degrees 41 minutes 50 seconds East along the southeasterly side of West Main Street 94.71 feet to the westerly side of a 26 foot wide right of way;

Thence southerly along the westerly side of a 26 foot wide right of way the following two (2) courses and distances:

1. South 09 degrees 06 minutes 20 seconds East 153.29 feet;
2. South 07 degrees 03 minutes 50 seconds East 170.76 feet;

Thence North 79 degrees 08 minutes 30 seconds East 7.97 feet to land now or formerly of AB Corp;

Thence along the last mentioned land the following Three (3) courses and distances:

1. South 09 degrees 03 minutes 10 seconds East 182.14 feet;
2. South 32 degrees 32 minutes 00 seconds West 39.84 feet;
3. South 83 degrees 34 minutes 00 seconds East 57.00 feet to Patchogue River;

Thence along Patchogue River the following four (4) courses and distances:

1. South 32 degrees 32 minutes 00 seconds West 39.74 feet;
2. South 21 degrees 51 minutes 00 seconds West 57.00 feet;
3. South 45 degrees 37 minutes 00 seconds West 41.00 feet;
4. South 05 degrees 34 minutes 00 seconds West 52.57 feet;

Thence South 85 degrees 12 minutes 22 seconds West 83.16 feet to land now or formerly of Costanza's Suffolk Dock and General Contr. Inc.;

Thence along the last mentioned land the following two (2) courses and distances:

1. North 11 degrees 35 minutes 08 seconds West 214.63 feet;
2. North 44 degrees 58 minutes 00 seconds West 33.68 feet to land now or formerly of Kocarnik;

Thence along the last mentioned land and along land now or formerly of NRLA Realty Inc. the following six (6) courses and distances:

1. North 03 degrees 46 minutes 02 seconds West 3.38 feet;
2. North 03 degrees 49 minutes 57 seconds West 124.07 feet;
3. North 07 degrees 22 minutes 02 seconds West 2.14 feet;
4. North 80 degrees 01 minute 37 seconds East 76.46 feet;
5. North 07 degrees 03 minutes 50 seconds West 170.76 feet;
6. North 09 degrees 06 minutes 20 seconds West 125.58 feet to the southeasterly side of West Main Street, to the point or place of BEGINNING, containing 1.99± acres of land, more or less.