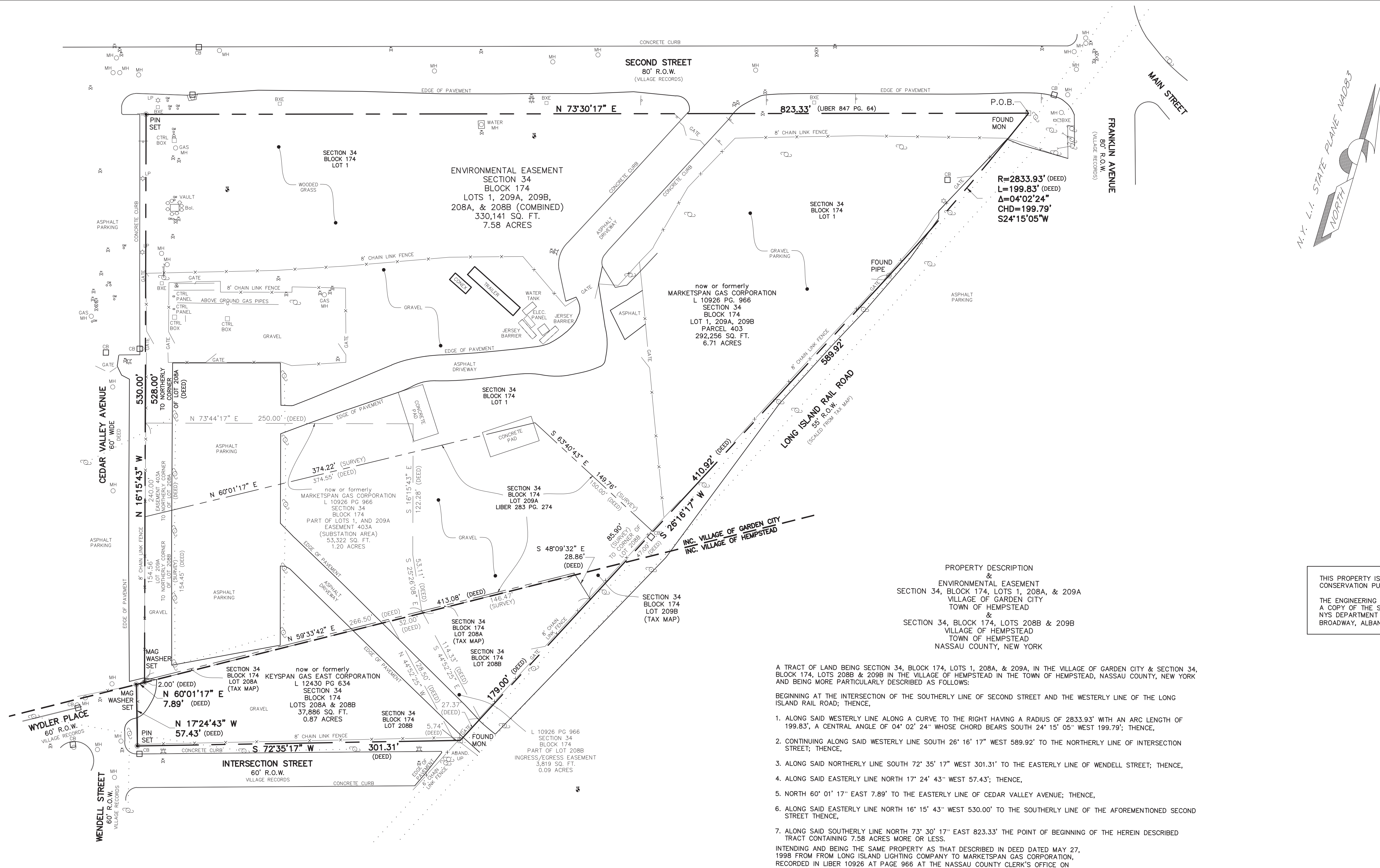


APPENDIX A

**ENVIRONMENTAL EASEMENT,
SURVEY, METES AND BOUNDS**



VICINITY MAP
NOT TO SCALE

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL EASEMENT BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION PURSUANT TO THE TITLE 36 OF ARTICLE 71 OF THE NEW YORK ENVIRONMENTAL CONSERVATION LAW.

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, N.Y. 12233 OR AT "DERWEB@GW.DEC.NY.US".

ENVIRONMENTAL EASEMENT AREA ACCESS

THE DEC OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT.

PROPERTY DESCRIPTION
&
ENVIRONMENTAL EASEMENT
SECTION 34, BLOCK 174, LOTS 1, 208A, & 209A
VILLAGE OF GARDEN CITY
TOWN OF HEMPSTEAD
&
SECTION 34, BLOCK 174, LOTS 208B & 209B
VILLAGE OF HEMPSTEAD
TOWN OF HEMPSTEAD
NASSAU COUNTY, NEW YORK

A TRACT OF LAND BEING SECTION 34, BLOCK 174, LOTS 1, 208A, & 209A, IN THE VILLAGE OF GARDEN CITY & SECTION 34, BLOCK 174, LOTS 208B & 209B IN THE VILLAGE OF HEMPSTEAD IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET AND THE WESTERLY LINE OF THE LONG ISLAND RAIL ROAD; THENCE,
1. ALONG SAID WESTERLY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2833.93' WITH AN ARC LENGTH OF 199.83', A CENTRAL ANGLE OF 04° 02' 24" WHOSE CHORD BEARS SOUTH 24° 15' 05" WEST 199.79'; THENCE,
 2. CONTINUING ALONG SAID WESTERLY LINE SOUTH 26° 16' 17" WEST 589.92' TO THE NORTHERLY LINE OF INTERSECTION STREET; THENCE,
 3. ALONG SAID NORTHERLY LINE SOUTH 72° 35' 17" WEST 301.31' TO THE EASTERLY LINE OF WENDELL STREET; THENCE,
 4. ALONG SAID EASTERLY LINE NORTH 17° 24' 43" WEST 57.43'; THENCE,
 5. NORTH 60° 01' 17" EAST 7.89' TO THE EASTERLY LINE OF CEDAR VALLEY AVENUE; THENCE,
 6. ALONG SAID EASTERLY LINE NORTH 16° 15' 43" WEST 530.00' TO THE SOUTHERLY LINE OF THE AFOREMENTIONED SECOND STREET THENCE,
 7. ALONG SAID SOUTHERLY LINE NORTH 73° 30' 17" EAST 823.33' THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT CONTAINING 7.58 ACRES MORE OR LESS.

INTENDING AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN DEED DATED MAY 27, 1998 FROM FROM LONG ISLAND LIGHTING COMPANY TO MARKETSPAN GAS CORPORATION, RECORDED IN LIBER 10926 AT PAGE 966 AT THE NASSAU COUNTY CLERK'S OFFICE ON JULY 1, 1998.

ALSO INTENDING AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN DEED DATED AUGUST 27, 2008 FROM FROM BURNS-PEARSON REALTY CORPORATION TO KEYSpan GAS EAST CORPORATION, RECORDED IN LIBER 12430 AT PAGE 634 AT THE NASSAU COUNTY CLERK'S OFFICE ON SEPTEMBER 5, 2008.

CERTIFICATION

WE HEREBY CERTIFY TO (1) FRBL, LLC (2) THE PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH THEIR COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE CODE OF PRACTICE FOR LAND SURVEYORS ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS.

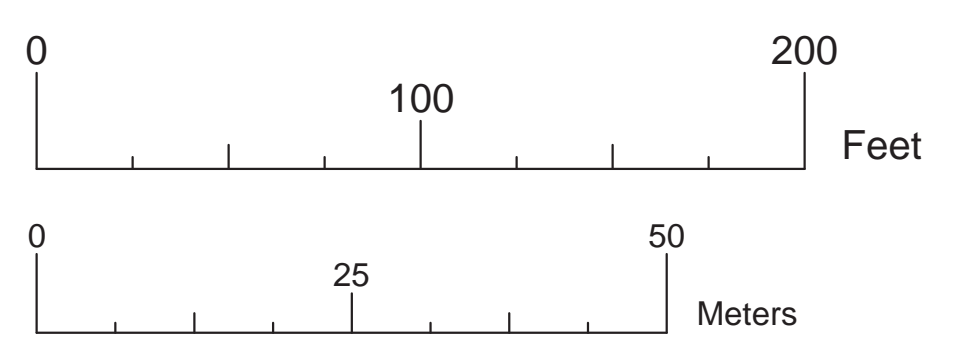
- LEGEND**
- BOUNDARY LINE & ENVIRONMENTAL EASEMENT LIMITS
 - INTERNAL LOT LINE
 - VILLAGE LINE
 - EASEMENT LINE
 - CURB LINE
 - EDGE OF PAVEMENT LINE
 - ABOVE GROUND GAS PIPE
 - FENCE LINE
 - OVERHEAD WIRES
 - FOUND MONUMENT
 - FOUND PIPE
 - SET PIN
 - CB CATCH BASIN
 - MH MANHOLE
 - CO CLEAN OUT
 - W VALVE WATER VALVE
 - G VALVE GAS VALVE
 - M GAS MARKER
 - F FIRE HYDRANT
 - BXE ELECTRIC BOX
 - MW MONITORING WELL
 - Bol BOLLARD
 - F FENCE POST
 - L LIGHT POLE
 - U UTILITY POLE
 - S SIGN

- NOTES**
1. THE FOLLOWING INFORMATION WAS UTILIZED IN THE PREPARATION OF THIS SURVEY:
A. THE LAND & TAX MAP OF SEC. 34 BLK. 174, NASSAU COUNTY, NEW YORK.
B. VARIOUS DEEDS FOR THE SUBJECT AND ADJACENT PROPERTIES.
C. "FINAL AS-BUILT SURVEY" PREPARED BY MASER CONSULTING P.A. DATED 2/10/2014, LAST REVISED 8/22/2014.
 2. NEW YORK LONG ISLAND STATE PLANE COORDINATE SYSTEM (NAD83, 2011 - HORIZONTAL, AND NAVD88 - VERTICAL, GEOID12) ESTABLISHED FROM RTK GPS OBSERVATIONS.
 3. IMPROVEMENTS SHOWN HEREON FROM ACTUAL FIELD MEASUREMENTS PERFORMED BY THIS FIRM THROUGH 09/11/2015.
 4. NO WETLAND DELINEATION AND/OR LOCATION WAS PERFORMED AS A PART OF THIS SURVEY.
 5. PROPERTY SUBJECT TO THE FINDINGS OF AN UPDATED TITLE REPORT WHICH WAS NOT PROVIDED AT THE TIME OF THIS SURVEY. AN UPDATED SCHEDULE B WAS NOT ADDRESSED BY THIS SURVEY.

SURVEY CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS 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 1, 7, 8, AND 20(b) OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF NEW YORK, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

Kenny L. Kennon 1-18-16
KENNY L. KENNON DATE
NEW YORK PROFESSIONAL LAND SURVEYOR LICENSE NO. 50171



KENNY L. KENNON, P.L.S.
NEW YORK PROFESSIONAL LAND SURVEYOR LICENSE NO. 50171
Kenny L. Kennon DATE: 1-18-16

ALTA/ACSM LAND TITLE SURVEY
SECTION 34 - BLOCK 174 - LOT 1, 208A, & 209A
VILLAGE OF GARDEN CITY
TOWN OF HEMPSTEAD
&
SECTION 34 - BLOCK 174 - LOT 208B, & 209B
VILLAGE OF HEMPSTEAD
TOWN OF HEMPSTEAD
NASSAU COUNTY, NEW YORK

KSS KENNON SURVEYING SERVICES INC.
5 POWDER HORN DRIVE, SUITE 4
P.O. BOX 4477
WARREN, NEW JERSEY 07059

PHONE: 732-564-1818 EMAIL: KSS@KENNONSURVEYING.COM
DATE: 01-18-16 SCALE: 1" = 50' PROJ. NO.: 2664 SHEET: 1 OF 1

BARCLAY DAMON^{LLP}

Courtney M. Merriman
Partner

July 1, 2016

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Bureau of Remediation
Office of General Counsel, 14th Floor
New York State Department of Environmental Conservation
625 Broadway
Albany, NY 12233-1500



Re: Hempstead Intersection Street MGP - Environmental Easement
Address: Sec. 34, Blk. 174, Lots 1, 208A & 209A, Village of Garden City, NY
Sec. 34, Blk. 174, Lots 208B & 209B, Village of Hempstead, NY
Owner: KeySpan Gas East Corporation
Site No.: 1-30-086

Dear Ladies and Gentlemen:

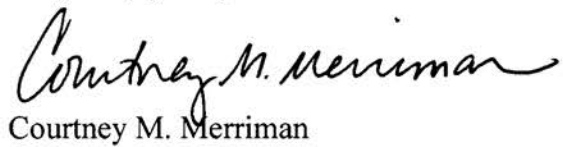
Enclosed please find the following documentation pertaining to the above-referenced matter:

1. Photocopy of the filing receipt from the Nassau County Clerk for the filing of the Environmental Easement;
2. Proof of mailing of the municipality notification letter to the Mayor of the Village of Hempstead;
3. Proof of mailing of the municipality notification letter to the Superintendent of the Building Department of the Village of Hempstead;
4. Proof of mailing of the municipality notification letter to the Mayor of the Village of Garden City;
5. Proof of mailing of the municipality notification letter to the Building Department of the Village of Garden City.

Bureau of Remediation
July 1, 2016
Page 2

I trust this satisfies the final requirements related to the Environmental Easement at this location. Should you require any further information, please do not hesitate to contact me.

Very truly yours,



Courtney M. Merriman

CMM:jml
Enclosures

cc: Bradford Burns, Esq.

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



Instrument Number: 2016- 00054222

As

D06 - AGREEMENT

Recorded On: June 02, 2016

Parties: KEYSpan GAS EAST CORP

TO PEOPLE OF THE STATE OF NEW YORK

Recorded By: ALL STATE ABST

Billable Pages: 9

Num Of Pages: 10

Comment:

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

D06 - AGREEMENT	90.00	Blocks - Deeds - \$300	300.00	Tax Affidavit TP 584	5.00
Recording Charge:	395.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	0.00	0.00	RE 21350	Basic	0.00 Spec ASST 0.00
HEMPSTEAD				Local NY CITY	0.00 Spec ADDL SONYMA 0.00
				Additional MTA	0.00 Transfer 0.00
Tax Charge:	0.00				

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	34	174	1		HEMPSTEAD
2	34	174	208A		HEMPSTEAD
3	34	174	208B		HEMPSTEAD
4	34	174	209A		HEMPSTEAD
5	34	174	209B		HEMPSTEAD

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

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

File Information:

Document Number: 2016- 00054222
 Receipt Number: 281695
 Recorded Date/Time: June 02, 2016 02:19:09P
 Book-Vol/Pg: Bk-D VI-13368 Pg-705
 Cashier / Station: 0 SDS / NCCL-HBFD1

Record and Return To:

BARCLAY DAMON LLP
 ONE PARK PL
 300 SOUTH STATE ST
 SYRACUSE NY 13202



Maureen O'Connell

County Clerk Maureen O'Connell

BARCLAY DAMON ^{LLP}

Courtney M. Merriman
Partner

June 21, 2016

VIA CERTIFIED MAIL

Honorable Nicholas P. Episcopia
Village of Garden City
Village Hall
341 Stewart Avenue
Garden City, NY 11530

Re: Hempstead Intersection Street MGP - Environmental Easement
Address: Sec. 34, Blk. 174, Lots 1, 208A & 209A, Village of Garden City, New York
Sec. 34, Blk. 174, Lots 208B & 209B, Village of Hempstead, New York
Owner: KeySpan Gas East Corporation
Site No.: 1-30-086

Dear Mayor Episcopia:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on May 2, 2016,
by KeySpan Gas East Corporation
for property at : Sec. 34, Blk. 174, Lots 1, 208A & 209A, Village of Garden City, New York
Sec. 34, Blk. 174, Lots 208B & 209B, Village of Hempstead, New York
Tax Map No. 34-174-1
DEC Site No: 1-30-086

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial or industrial use. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

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

June 21, 2016

Page 2

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 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 the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Courtney M. Merriman

CMM/jml
Attachment

cc: Andrew Frame, Building Inspector (w/attachment)

CERTIFIED MAIL



7015 0640 0003 3483 2165
7015 0640 0003 3483 2165

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postmark
Here

Postage

JML
3073024

Total Postage and Fees

Sent to
Hon. Nicholas P. Episcopia
Village of Garden City, Village Hall
341 Stewart Avenue
Garden City, NY 11530

PS Form 3800, April 2015 PSN 7550-02-000-9047 See Reverse for Instructions

FROM: BARCLAY DAMON^{LLP}

ONE PARK PLACE
300 SOUTH STATE STREET
SYRACUSE, NEW YORK 13202

CMR

3073024

TO:

Hon. Nicholas P. Episcopia
Village of Garden City
Village Hall

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:
Hon. Nicholas P. Episcopia
Village of Garden City, Village
Hall
341 Stewart Avenue
Garden City, NY 11530

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
 Signature
- B. Received by (Printed Name)
 Agent
 Addressee
- C. Date of Delivery
 Yes
 No
- D. Is delivery address different from item 1? Yes
If YES, enter delivery address below.

#3073024

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- 2. Article Number (Transfer from service label)
7015 0640 0003 3483 2165
- 3. Service Type
 Adult Signature
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Mail Restricted Delivery
- 4. Return Receipt for Restricted Delivery
 Priority Mail Express®
 Registered Mail™
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

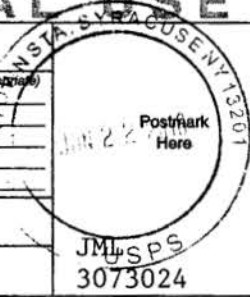
- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$



Sent To

Hon. Nicholas P. Episcopia
 Village of Garden City, Village Hall
 341 Stewart Avenue
 Garden City, NY 11530

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

5912 ERHE E000 0490 5102

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:

Hon. Nicholas P. Episcopia
 Village of Garden City, Village Hall
 341 Stewart Avenue
 Garden City, NY 11530



9590 9403 0673 5196 5357 22

2. Article Number (Transfer from service label)

7015 0640 0003 3483 2165

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received By (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

#3073024

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Mail Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

CERTIFIED MAIL



7015 0640 0003 3483 1724
7015 0640 0003 3483 1724

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
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For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postmark
Here

Total Postage and Fees

JML
3073024

Sent To
 Andrew Frame, Building Inspector
 Building Dept., Village Hall
 352 Stewart Avenue, 2nd Floor
 Garden City, NY 11530

PS Form 3800, April 2015 PSN 7510-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

1 Complete items 1-7 and 13
 2 Print your home and address on the reverse so that we can return the card to you
 3 Attach the card to the back of the envelope or on the front if space permits
 4 Article weight: _____
 5 Article frame, Building Inspector
 Building Dept., Village Hall
 352 Stewart Avenue, 2nd Floor
 Garden City, NY 11530



9590 9409 0673 5196 5357 39

2 Article Number (transfer from service label)
7015 0640 0003 3483 1724

COMPLETE THIS SECTION ON DELIVERY

6 Signature _____
 7 Is this receipt for *restricted mail*? YES NO
 8 YES, please indicate by code: 1 (Priority Mail Express) 2 (Registered Mail) 3 (Certified Mail) 4 (Certified Mail Restricted Delivery) 5 (Adult Signature Required) 6 (Adult Signature Restricted Delivery)
 9 Signature ConfirmationSM Restricted Delivery

FROM: BARCLAY DAMON^{LLP}
 ONE PARK PLACE
 300 SOUTH STATE STREET
 SYRACUSE, NEW YORK 13202

CMM 3073024

TO:
 Andrew Frame, Building Inspector
 Building Department
 Village Hall
 352 Stewart Avenue, 2nd Floor

PS Form 3811, April 2015 PSN 7510-02-000-9047

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

7015 0640 0003 3483 1724

Certified Mail Fee
\$ _____

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

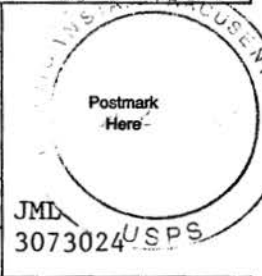
Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postage
\$ _____

Total Postage and Fees
\$ _____



Sent To
Andrew Frame, Building Inspector
 Building Dept., Village Hall
 351 Stewart Avenue, 2nd Floor
 Garden City, NY 11530

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. 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. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p>
<p>1. Article Addressed to:</p> <p>Andrew Frame, Building Inspector Building Dept., Village Hall 351 Stewart Avenue, 2nd Floor Garden City, NY 11530</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No</p> <p>#3073024</p>
<p>2. Article Number (Transfer from service label)</p> <p>7015 0640 0003 3483 1724</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

Nassau County
 Maureen OConnell
 County Clerk
 Mineola, NY 11501



60 2016 00054222

Instrument Number: 2016- 00054222

As

D06 - AGREEMENT

Recorded On: June 02, 2016

Parties: KEYSpan GAS EAST CORP

TO PEOPLE OF THE STATE OF NEW YORK

Recorded By: ALL STATE ABST

Billable Pages: 9

Num Of Pages: 10

Comment:

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

D06 - AGREEMENT 90.00 Blocks - Deeds - \$300 300.00 Tax Affidavit TP 584 5.00

Recording Charge: 395.00

	Amount	Consideration Amount	RS#/CS#			
Tax-Transfer	0.00	0.00	RE 21350	Basic	0.00	Spec ASST 0.00
HEMPSTEAD				Local NY CITY	0.00	Spec ADDL SONYMA 0.00
				Additional MTA	0.00	Transfer 0.00
Tax Charge:	0.00					

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	34	174	1		HEMPSTEAD
2	34	174	208A		HEMPSTEAD
3	34	174	208B		HEMPSTEAD
4	34	174	209A		HEMPSTEAD
5	34	174	209B		HEMPSTEAD

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

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

File Information:

Document Number: 2016- 00054222
 Receipt Number: 281695
 Recorded Date/Time: June 02, 2016 02:19:09P
 Book-Vol/Pg: Bk-D VI-13368 Pg-705
 Cashier / Station: 0 SDS / NCCL-HBFD1

Record and Return To:

BARCLAY DAMON LLP
 ONE PARK PL
 300 SOUTH STATE ST
 SYRACUSE NY 13202



Maureen O'Connell
 County Clerk Maureen O'Connell

RTR
19#1
D06
TP

Barclay/Damon LLP, One Park Pl - 300 South State St., Syracuse NY

13202

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

THIS INDENTURE made this 2ND day of May, 2016, between Owner(s) KeySpan Gas East Corporation d/b/a National Grid, having an office at 175 East Old Country Road, Hicksville, New York 11530, 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

34
174

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

1
208A
208B
209B
209A

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 Intersection Street 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 34 Block 174 Lots 1, 208A, 208B, 209A and 209B, being the same as that property conveyed to Grantor by deeds dated May 27, 1998 and August 27, 2008 and recorded in the Nassau County Clerk's Office in Liber and Page 10926/0966 and 12430/0634, respectively. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 7.58 +/- acres, and is hereinafter more fully described in the Land Title Survey dated January 18, 2016 prepared by Kenny L. Kennon, P.L.S., 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: D1-0001-98-11, 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: 130086
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 Intentionally Left Blank

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

KeySpan Gas East Corporation d/b/a National Grid:

By: Charles Willard 

Print Name: Charles Willard

Title: Authorized Rep Date: 4/6/2016

Grantor's Acknowledgment

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

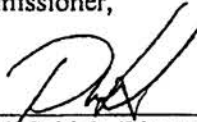
On the 6th day of April, in the year 2016 before me, the undersigned, personally appeared Charles Willard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(~~s~~) whose name is (~~are~~) subscribed to the within instrument and acknowledged to me that he/~~she/they~~ 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.

Gayl Lynn Franssen
Notary Public - State of New York

G
GAYL LYNN FRANSSEN
Notary Public, State of New York
No. 01FR6220451
Qualified in Onondaga County
Commission Expires Apr. 12, 2018

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,

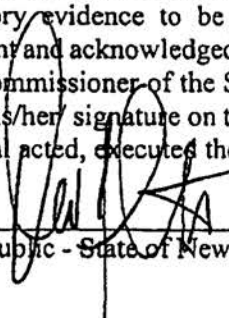
By:


Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 2nd day of May, in the year 2016, 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

PROPERTY DESCRIPTION
&
ENVIRONMENTAL EASEMENT
SECTION 34, BLOCK 174, LOTS 1, 208A, & 209A
VILLAGE OF GARDEN CITY
TOWN OF HEMPSTEAD
&
SECTION 34, BLOCK 174, LOTS 208B & 209B
VILLAGE OF HEMPSTEAD
TOWN OF HEMPSTEAD
NASSAU COUNTY, NEW YORK

A TRACT OF LAND BEING SECTION 34, BLOCK 174, LOTS 1, 208A, & 209A, IN THE VILLAGE OF GARDEN CITY & SECTION 34, BLOCK 174, LOTS 208B & 209B IN THE VILLAGE OF HEMPSTEAD IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET AND THE WESTERLY LINE OF THE LONG ISLAND RAIL ROAD; THENCE,

1. ALONG SAID WESTERLY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2833.93' WITH AN ARC LENGTH OF 199.83', A CENTRAL ANGLE OF 04° 02' 24" WHOSE CHORD BEARS SOUTH 24° 15' 05" WEST 199.79'; THENCE,
2. CONTINUING ALONG SAID WESTERLY LINE SOUTH 26° 16' 17" WEST 589.92' TO THE NORTHERLY LINE OF INTERSECTION STREET; THENCE,
3. ALONG SAID NORTHERLY LINE SOUTH 72° 35' 17" WEST 301.31' TO THE EASTERLY LINE OF WENDELL STREET; THENCE,
4. ALONG SAID EASTERLY LINE NORTH 17° 24' 43" WEST 57.43'; THENCE,
5. NORTH 60° 01' 17" EAST 7.89' TO THE EASTERLY LINE OF CEDAR VALLEY AVENUE; THENCE,
6. ALONG SAID EASTERLY LINE NORTH 16° 15' 43" WEST 530.00' TO THE SOUTHERLY LINE OF THE AFOREMENTIONED SECOND STREET THENCE,
7. ALONG SAID SOUTHERLY LINE NORTH 73° 30' 17" EAST 823.33' THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT CONTAINING 7.58 ACRES MORE OR LESS.

INTENDING AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN DEED DATED MAY 27, 1998 FROM LONG ISLAND LIGHTING COMPANY TO MARKETSPAN GAS CORPORATION, RECORDED IN LIBER 10926 AT PAGE 966 AT THE NASSAU COUNTY CLERK'S OFFICE ON JULY 1, 1998.

ALSO INTENDING AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN DEED DATED AUGUST 27, 2008 FROM BURNS-PEARSON REALTY CORPORATION TO KEYSpan GAS EAST CORPORATION, RECORDED IN LIBER 12430 AT PAGE 634 AT THE NASSAU COUNTY CLERK'S OFFICE ON SEPTEMBER 5, 2008.

BARCLAY DAMON^{LLP}

Courtney M. Merriman
Partner

June 21, 2016

VIA CERTIFIED MAIL

Honorable Wayne J. Hall, Sr.
Village of Hempstead
99 Nichols Ct.
Hempstead, NY 11550

Re: Hempstead Intersection Street MGP - Environmental Easement
Address: Sec. 34, Blk. 174, Lots 1, 208A & 209A, Village of Garden City, New York
Sec. 34, Blk. 174, Lots 208B & 209B, Village of Hempstead, New York
Owner: KeySpan Gas East Corporation
Site No.: 1-30-086

Dear Mayor Hall:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

on May 2, 2016,
by KeySpan Gas East Corporation
for property at : Sec. 34, Blk. 174, Lots 1, 208A & 209A, Village of Garden City, New York
Sec. 34, Blk. 174, Lots 208B & 209B, Village of Hempstead, New York
Tax Map No. 34-174-1
DEC Site No: 1-30-086

This Environmental Easement restricts future use of the above-referenced property to restricted residential, commercial or industrial use. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

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

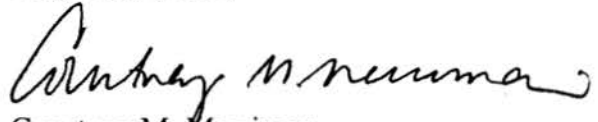
1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall

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 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 the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Courtney M. Merriman

CMM/jml
Attachment

cc: Joe Simone, Superintendent (w/attachment)



7015 0640 0003 3483 1731
7015 0640 0003 3483 1731

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Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	JML 3073024
Total Postage and Fees \$	
Sent To Hon. Wayne J. Hall, Sr. Village of Hempstead 99 Nichols Ct. Hempstead, NY 11550	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

FROM: BARCLAY DAMON^{LLP}
ONE PARK PLACE
300 SOUTH STATE STREET
SYRACUSE, NEW YORK 13202

3073024

CMM

TO:

Hon. Wayne J. Hall, Sr.
Village of Hempstead
99 Nichols Ct.
Hempstead, NY 11550

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:
Hon. Wayne J. Hall, Sr.
Village of Hempstead
99 Nichols Ct.
Hempstead, NY 11550



9590 9403 0673 5196 5357 46

2. Article Number (Transfer from service label)
7015 0640 0003 3483 1731

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Signature] Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

#3073024

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

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Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To Hon. Wayne J. Hall, Sr. Village of Hempstead 99 Nichols Ct. Hempstead, NY 11550	

Postmark Here
 SYRACUSE NY 13201
 JML
 3073024

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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- 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:
Hon. Wayne J. Hall, Sr.
Village of Hempstead
99 Nichols Ct.
Hempstead, NY 11550



9590 9403 0673 5196 5357 46

2. Article Number (Transfer from service label)

7015 0640 0003 3483 1731

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION, ON DELIVERY

A. Signature X <i>[Signature]</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) <i>[Signature]</i>	C. Date of Delivery 6/24/16
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	

#3073024

3. Service Type	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail Restricted Delivery
<input checked="" type="checkbox"/> Certified Mail®	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	
<input type="checkbox"/> all Restricted Delivery	

Domestic Return Receipt



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7015 0640 0003 3483 1748

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Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark
Here

Postage	\$
Total Postage and Fees	\$

JML
3073024

Sept To
Joe Simone, Superintendent
Street and Apt. No., or PO Box No.
202 Jackson Street
City, State, ZIP+4®
Hempstead, NY 11550

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

FROM: BARCLAY DAMON LLP

ONE PARK PLACE
300 SOUTH STATE STREET
SYRACUSE, NEW YORK 13202

3073024

CMM

TO:

Joe Simone, Superintendent
202 Jackson Street
Hempstead, NY 11550

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- 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:
Joe Simone, Superintendent
202 Jackson Street
Hempstead, NY 11550



9590 9403 0673 5196 5357 53

2. Article Number (Transfer from service label)

7015 0640 0003 3483 1748

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

#3073024

3. Service Type

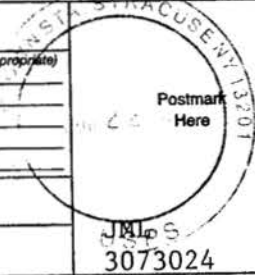
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Restricted Delivery	

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Certified Mail Fee		
\$		
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/>	Return Receipt (hardcopy) \$	
<input type="checkbox"/>	Return Receipt (electronic) \$	
<input type="checkbox"/>	Certified Mail Restricted Delivery \$	
<input type="checkbox"/>	Adult Signature Required \$	
<input type="checkbox"/>	Adult Signature Restricted Delivery \$	
Postage		
\$		
Total Postage and Fees		JUN 24 2016 3073024
\$		
Sent To Joe Simone, Superintendent		
Street and Apt. No., or PO Box No. 202 Jackson Street		
City, State, ZIP+4® Hempstead, NY 11550		
PS Form 3800, April 2015 PSN 7530-02-000-9047		See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION OF DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. 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. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>[Signature]</i></p>	
<p>1. Article Addressed to:</p> <p>Joe Simone, Superintendent 202 Jackson Street Hempstead, NY 11550</p>	<p>B. Received by (Printed Name)</p> <p><i>[Signature]</i></p>	<p>C. Date of Delivery</p> <p>6/24/16</p>
	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below: #3073024</p>	
	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p>1 Restricted Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7015 0640 0003 3483 1748</p>		



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



60 2016 00054222

Instrument Number: 2016- 00054222

As

D06 - AGREEMENT

Recorded On: June 02, 2016

Parties: KEYSpan GAS EAST CORP

TO PEOPLE OF THE STATE OF NEW YORK

Recorded By: ALL STATE ABST

Billable Pages: 9

Num Of Pages: 10

Comment:

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

D06 - AGREEMENT	90.00	Blocks - Deeds - \$300	300.00	Tax Affidavit TP 584	5.00
Recording Charge:	395.00				
		Consideration			
	Amount	Amount	RS#/CS#		
Tax-Transfer	0.00	0.00	RE 21350	Basic	0.00 Spec ASST 0.00
HEMPSTEAD				Local NY CITY	0.00 Spec ADDL SONYMA 0.00
				Additional MTA	0.00 Transfer 0.00
Tax Charge:	0.00				

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	34	174	1		HEMPSTEAD
2	34	174	208A		HEMPSTEAD
3	34	174	208B		HEMPSTEAD
4	34	174	209A		HEMPSTEAD
5	34	174	209B		HEMPSTEAD

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

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

File Information:

Document Number: 2016- 00054222
 Receipt Number: 281695
 Recorded Date/Time: June 02, 2016 02:19:09P
 Book-Vol/Pg: Bk-D VI-13368 Pg-705
 Cashier / Station: 0 SDS / NCCL-HBFD1

Record and Return To:

BARCLAY DAMON LLP
 ONE PARK PL
 300 SOUTH STATE ST
 SYRACUSE NY 13202



Maureen O'Connell

County Clerk Maureen O'Connell

County: Nassau Site No: 130086 Order on Consent Index : D1-0001-98-11

RTR
19#1
D06
TP

Barclay/Damon LLP, One Park Pl - 300 South State St., Syracuse NY

13202

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

THIS INDENTURE made this 2ND day of May, 2016, between Owner(s) KeySpan Gas East Corporation d/b/a National Grid, having an office at 175 East Old Country Road, Hicksville, New York 11530, 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 Intersection Street 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 34 Block 174 Lots 1, 208A, 208B, 209A and 209B, being the same as that property conveyed to Grantor by deeds dated May 27, 1998 and August 27, 2008 and recorded in the Nassau County Clerk's Office in Liber and Page 10926/0966 and 12430/0634, respectively. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 7.58 +/- acres, and is hereinafter more fully described in the Land Title Survey dated January 18, 2016 prepared by Kenny L. Kennon, P.L.S., 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

34
174
1
208A
208B
209B
209A

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: D1-0001-98-11, 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: 130086
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.

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

KeySpan Gas East Corporation d/b/a National Grid:

By: Charles Willard 

Print Name: Charles Willard

Title: Authorized Rep. Date: 4/6/2016

Grantor's Acknowledgment

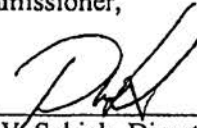
STATE OF NEW YORK)
) ss:
COUNTY OF Onondaga)

On the 6th day of April, in the year 20 16 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.

Gayl Lynn Franssen
Notary Public - State of New York

G
GAYL LYNN FRANSSEN
Notary Public, State of New York
No. 01FR6220451
Qualified in Onondaga County
Commission Expires Apr. 12, 2018

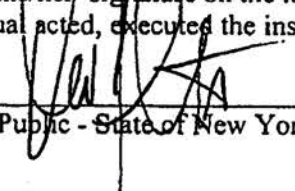
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

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

Grantee's Acknowledgment

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

On the 2nd day of May, in the year 2016, 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

PROPERTY DESCRIPTION
&
ENVIRONMENTAL EASEMENT
SECTION 34, BLOCK 174, LOTS 1, 208A, & 209A
VILLAGE OF GARDEN CITY
TOWN OF HEMPSTEAD
&
SECTION 34, BLOCK 174, LOTS 208B & 209B
VILLAGE OF HEMPSTEAD
TOWN OF HEMPSTEAD
NASSAU COUNTY, NEW YORK

A TRACT OF LAND BEING SECTION 34, BLOCK 174, LOTS 1, 208A, & 209A, IN THE VILLAGE OF GARDEN CITY & SECTION 34, BLOCK 174, LOTS 208B & 209B IN THE VILLAGE OF HEMPSTEAD IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY, NEW YORK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SECOND STREET AND THE WESTERLY LINE OF THE LONG ISLAND RAIL ROAD; THENCE,

1. ALONG SAID WESTERLY LINE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2833.93' WITH AN ARC LENGTH OF 199.83', A CENTRAL ANGLE OF 04° 02' 24" WHOSE CHORD BEARS SOUTH 24° 15' 05" WEST 199.79'; THENCE,
2. CONTINUING ALONG SAID WESTERLY LINE SOUTH 26° 16' 17" WEST 589.92' TO THE NORTHERLY LINE OF INTERSECTION STREET; THENCE,
3. ALONG SAID NORTHERLY LINE SOUTH 72° 35' 17" WEST 301.31' TO THE EASTERLY LINE OF WENDELL STREET; THENCE,
4. ALONG SAID EASTERLY LINE NORTH 17° 24' 43" WEST 57.43'; THENCE,
5. NORTH 60° 01' 17" EAST 7.89' TO THE EASTERLY LINE OF CEDAR VALLEY AVENUE; THENCE,
6. ALONG SAID EASTERLY LINE NORTH 16° 15' 43" WEST 530.00' TO THE SOUTHERLY LINE OF THE AFOREMENTIONED SECOND STREET THENCE,
7. ALONG SAID SOUTHERLY LINE NORTH 73° 30' 17" EAST 823.33' THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT CONTAINING 7.58 ACRES MORE OR LESS.

INTENDING AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN DEED DATED MAY 27, 1998 FROM LONG ISLAND LIGHTING COMPANY TO MARKETSPAN GAS CORPORATION, RECORDED IN LIBER 10926 AT PAGE 966 AT THE NASSAU COUNTY CLERK'S OFFICE ON JULY 1, 1998.

ALSO INTENDING AND BEING THE SAME PROPERTY AS THAT DESCRIBED IN DEED DATED AUGUST 27, 2008 FROM BURNS-PEARSON REALTY CORPORATION TO KEYSpan GAS EAST CORPORATION, RECORDED IN LIBER 12430 AT PAGE 634 AT THE NASSAU COUNTY CLERK'S OFFICE ON SEPTEMBER 5, 2008.