

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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U.S. DISTRICT COURT E.D.N.Y.

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★ APR 16 2015

STATE OF NEW YORK,

Plaintiff,

LONG ISLAND OFFICE

U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

CONSENT DECREE

- against -

CV 15 1284

UNITED STATES OF AMERICA,

Defendant.

HEXLER J.
LINDSAY

Plaintiff, the State of New York (the "State"), the Town of Huntington, Suffolk County,
New York ("the Town"), and Defendant, the United States of America (the "United States")
(collectively, "the Parties"), hereby agree as follows:

RECITATIONS

WHEREAS, the State commenced this action pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), seeking to recover response costs that have been and/or will be incurred by the State in responding to the release or threatened release of hazardous substances at the Veterans Nature Study Area located in the Town of Huntington, Suffolk County, New York (the "VNSA Site");

WHEREAS, the State and the Town allege that the VNSA Site, was formerly owned by the United States from about 1926 to about 1976;

WHEREAS, the State and the Town allege that the United States owned and operated a 3-acre portion of the 34-acre VNSA Site as a dump for the disposal of certain waste generated by the United States, at a medical facility located adjacent to the VNSA Site, from about 1926 to about 1972;

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LONG ISLAND OFFICE

WHEREAS, the State and the Town allege that employees of the United States dumped hospital waste in open trenches, burned trash, and disposed of hospital incinerator ash at the waste disposal area of the VNSA Site;

WHEREAS, the State and the Town allege that the VNSA Site was conveyed to the Town in 1976 with the proviso that the Site be used for environmental education of school children for a period of 30 years starting in 1985;

WHEREAS, the State and the Town allege that during an investigation of the Site in 1999, polychlorinated biphenyls ("PCBs"), polycyclic aromatic hydrocarbons ("PAHs") and lead were found in fill material at the 3-acre portion of the VNSA Site used as a dump by the United States;

WHEREAS, the State and the Town allege that the New York State Department of Environmental Conservation ("NYSDEC") and the Town entered into State Assistance Contracts, for the investigation of environmental conditions at the VNSA Site, the implementation of interim remedial measures and the final remedy, whereby the State agreed to reimburse the Town for 90% of the eligible costs (together, the "State Assistance Contract");

WHEREAS, the Town completed the necessary remedial measures and final remedy pursuant to the State Assistance Contract, and on December 12, 2012 was issued a Certificate of Completion by the NYSDEC, which is attached as Exhibit A to this Consent Decree;

WHEREAS, the State and the Town allege that, NYSDEC reimbursed the Town in the amount of \$2,188,748 pursuant to the State Assistance Contract, and has incurred internal response costs in the amount of \$136,861.56, toward the remediation of the VNSA Site;

WHEREAS, the State and the Town allege that, the New York State Department of Health (“NYSDOH”) has incurred internal costs in the amount of \$17,404.54, toward the remediation of the VNSA Site;

WHEREAS, the State and the Town allege that the United States acted as an “operator” of the VNSA Site, and “owner” of the VNSA Site, as those terms are defined in CERCLA, § 101(20)(A)(ii), 42 U.S.C. § 9601(20)(A)(ii), and is liable for all response costs incurred and to be incurred by the State in responding to releases of hazardous substances at the VNSA Site pursuant to CERCLA, §§ 107(a)(2) and 113(g)(2), 42 U.S.C. §§ 9607(a)(2), 9613(g)(2);

WHEREAS, the Town hereby consents to the jurisdiction of the Court for the purpose of carrying out its obligations under this Consent Decree, including providing full releases set forth below;

WHEREAS, the State, the Town, and the United States (the “Parties”) desire to fully resolve all claims and causes of action, in law or in equity, whether known or unknown, against the United States, based on CERCLA or any other federal, state, or common law arising solely out of or in connection with Covered Matters as defined below, without the necessity of prolonged and complicated litigation and for the State and the Town to provide full and complete contribution protection to the United States with regard to the VNSA Site pursuant to CERCLA § 113(f)(2), 42 U.S.C. § 9613(f)(2); and

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will avoid prolonged litigation between the Parties, and that this Consent Decree is fair, reasonable, in the public interest and in furtherance of the statutory goals of CERCLA.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

I. PURPOSES AND SCOPE OF THIS CONSENT DECREE

1. The purposes of this Consent Decree include the full resolution of all claims set forth in the State's Complaint and any other claims which could have been made by the State and/or the Town against the United States with regard to Covered Matters, defined in paragraph 2 below; to provide mutual Covenants Not to Sue; to provide for the payment by the United States of an amount which represents a fair, reasonable and equitable contribution for damages and response and abatement costs incurred or to be incurred by the State and/or the Town at the VNSA Site; and to provide full and complete contribution protection to the United States with regard to the VNSA Site pursuant to CERCLA, § 113(f)(2), 42 U.S.C. § 9613(f)(2).

2. "Covered Matters," as that term is used in this Consent Decree, is defined to include any and all past or future claims for Response Costs defined in paragraph 3 below, including pre-judgment interest accrued thereon, that were, or could now or hereafter be, asserted by the State and/or Town against the United States arising out of or in connection with the disposal, release, and threat of release of hazardous substances at or from the VNSA Site, including, but not limited to, any claims regarding off-site contamination that may be emanating from the VNSA Site, may have emanated from the VNSA Site, or may emanate in the future from the VNSA Site, whether incurred or to be incurred by the State and/or the Town.

3. "Response Costs," as that term is used in this Consent Decree, is defined to include any and all past, present, and future "costs of removal or remedial action" incurred "not inconsistent with the national contingency plan," within the meaning of CERCLA § 107(a)(4)(A), 42 U.S.C. § 9607(a)(4)(A), that the State and/or the Town has incurred or

may incur in responding to the release and/or threatened release of hazardous substances at the VNSA Site.

II. JURISDICTION

4. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Parties for the purpose of enabling any Party to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms or Parties' obligations, or to resolve disputes in accordance with the provisions of this Consent Decree.

III. PARTIES BOUND

5. This Consent Decree shall apply to and be binding upon the State, the Town, and the United States, including their departments, branches, agencies, instrumentalities, components, successors, and assigns. Each signatory represents that he or she is fully and legally authorized to enter into the terms and conditions of this Consent Decree and to bind the party on whose behalf he or she signs.

IV. DISCLAIMER OF ADMISSIONS AND DENIALS

6. Nothing in this Consent Decree shall constitute, or be construed as, an admission or adjudication of liability on any issue of law or fact.

7. The United States is entering into this Consent Decree as a compromise of disputed claims and in doing so does not admit or deny any liability, wrongdoing or fault under any of the claims alleged against it in the Complaint.

8. This Consent Decree shall not be admissible as evidence in any proceeding other than: (i) an action, cross-claim, or counterclaim brought by the United States, the State, or the

Town to enforce this Consent Decree; (ii) an action, cross-claim, or counterclaim brought by the United States, the State, or the Town against third parties to recover costs pursuant to sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607, 9613; or (iii) any proceeding where the United States, the State, or the Town seek to establish that it is entitled to contribution protection.

V. PAYMENT OF RESPONSE COSTS

9. As soon as reasonably practicable after the Effective Date (hereinafter defined) of this Consent Decree, the United States shall remit lump sum payments of \$1,800,000 to the State, and \$100,000 to the Town.

10. Payment shall be remitted to the State and Town in accordance with the instructions provided by the State and the Town, respectively. At the time such payment is remitted, the United States shall provide written notice of the remittance to the State and the Town in accordance with paragraph 21 below.

11. The Certifications as to Recovery of Response Costs.

a. Except as set forth in this Paragraph, the State certifies, based on its knowledge and belief, that as of the Effective Date of this Agreement, the State has not been and will not be reimbursed for any costs concerning the Covered Matters, except for the payment to the State provided for in paragraphs 9 and 10 above.

b. Except as set forth in this Paragraph, the Town certifies, based on its knowledge and belief, that as of the Effective Date of this Agreement, the Town has not been and will not be reimbursed for any costs concerning the Covered Matters, except for the payments received from NYSDEC pursuant to the State Assistance Contract, and the payment to the Town provided for in paragraphs 9 and 10 above.

c. The State and the Town certify, based on their knowledge and belief, that the respective payments provided for in paragraphs 9 and 10 do not or will not include: (a) any attorney's fees except as allowed under CERCLA; (b) costs that are not adequately documented; (c) costs of removal or remedial action incurred not inconsistent with the National Contingency Plan, which is codified at 40 C.F.R. Part 300 and is referenced in CERCLA § 107(a)(4)(A), 42 U.S.C. § 9607(a)(4)(A); (d) costs that have been, will be or can be reimbursed or paid by insurance or other form of recovery or subrogation from any insurance company, any subrogee at any time; (e) costs that have been, will be or can be reimbursed or paid by any third party including, but not limited to, another responsible party under CERCLA or other federal, state or common law at any time; and (f) costs for which the State or the Town receives reimbursement or payment from the United States by any means unrelated to this Consent Decree.

d. Subject to paragraph 15 of the Consent Judgment, the State certifies that pursuant to ECL § 56-0509 the Town shall not be liable to the State upon any statutory or common law cause of action, or any other person upon any statutory or common law cause of action, for the presence of any contamination in or on the property at any time before the effective date of the State Assistance Contract.¹ The State further certifies that it shall indemnify and save harmless the Town to the full extent provided for in ECL § 56-0509(3) and in the Certificate of Completion found in Exhibit A.

12. Compliance with the Anti-Deficiency Act. All payment obligations by the United States under this Consent Decree are subject to the availability of appropriated funds applicable for that purpose. No provision of this Consent Decree shall be interpreted as or constitute a commitment or requirement that the United States obligate or pay funds in

¹ The effective date of the State Assistance Contract shall be April 23, 1998, the effective date of the first State Assistance Contract.

contravention of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-44 and 1511-19, the provisions of 10 U.S.C. § 2703, or any other applicable provision of law.

**VI. RELEASE, DISCHARGE AND COVENANT NOT TO SUE
BY THE STATE OF NEW YORK**

13. In consideration of the United States remitting the payment to the State as provided under paragraphs 9 and 10 above, the State, including all of its departments, branches, agencies, instrumentalities, components, successors, and assigns, including, but not limited to, NYSDEC, and NYSDOH, hereby covenants not to sue the United States, and releases, surrenders, and forever discharges any and all claims and causes of action, in law or in equity, whether known or unknown, against the United States based on CERCLA or any other federal, state, or common law arising out of or in connection with Covered Matters. The State further agrees that except for the payment required by paragraphs 9 and 10 of this Consent Decree, the State shall not seek or accept reimbursement from the United States for Covered Matters, and hereby certifies that it has not previously been reimbursed, for any costs related to Covered Matters, in connection with any past, existing or future contracts or other agreements with, or grants or subsidies funded by or received from, the United States. If the State becomes aware of or is offered any such reimbursement or other benefit, it shall promptly give notice of the terms of this Consent Decree to the individual, agency or other entity that is offering or has provided such reimbursement or other benefit, and shall simultaneously notify the United States at the addresses specified in paragraph 21 below.

**VII. RELEASE, DISCHARGE AND COVENANT NOT TO SUE BY THE
TOWN OF HUNTINGTON**

14. In consideration of the United States remitting the payment to the Town as provided under paragraphs 9 and 10 above, the Town, including all of its departments, branches,

agencies, instrumentalities, components, successors, and assigns, hereby covenants not to sue the United States, and releases, surrenders, and forever discharges any and all claims and causes of action, in law or in equity, whether known or unknown, against the United States based on CERCLA or any other federal, state, or common law arising out of or in connection with Covered Matters. The Town further agrees that except for the payment required by paragraphs 9 and 10 of this Consent Decree, the Town shall not seek or accept reimbursement from the United States for Covered Matters, and hereby certifies that it has not previously been reimbursed, for any costs related to Covered Matters, in connection with any past, existing or future contracts or other agreements with, or grants or subsidies funded by or received from, the United States. If the Town becomes aware of or is offered any such reimbursement or other benefit, it shall promptly give notice of the terms of this Consent Decree to the individual, agency or other entity that is offering or has provided such reimbursement or other benefit, and shall simultaneously notify the United States at the addresses specified in paragraph 21 below.

VIII. RELEASE, DISCHARGE AND COVENANT NOT TO SUE BY THE UNITED STATES

15. The United States, including all of its departments, branches, agencies, instrumentalities, components, successors, and assigns, hereby covenants not to sue the State and/or the Town, and releases, surrenders, and forever discharges any and all claims and causes of action, in law or in equity, whether known or unknown, against the State and/or Town based on CERCLA or any other federal, state, or common law arising out of or in connection with Covered Matters, except that: (i) the United States specifically reserves its right to assert against the State and/or the Town any claims or causes of action, outside of the Covered Matters, brought on behalf of the U.S. Environmental Protection Agency or a federal natural resources trustee; and (ii) nothing in this Consent Decree shall constitute or be construed as a waiver,

limitation or release of any claims or causes of action by the United States to enforce any federal laws or regulations at or in connection with the VNSA Site. The State and the Town specifically reserve any and all claims or defenses with respect to the United States' reservation of rights set forth in this Sub-paragraph, except that the State and/or the Town shall not seek a greater contribution by the United States to Response Costs other than the payment required by paragraphs 9 and 10 of this Consent Decree for Covered Matters. In addition, the Parties specifically reserve the right to seek judicial enforcement of the terms of this Consent Decree.

IX. CONTRIBUTION PROTECTION

16.a. The Parties acknowledge and agree, and the Court finds, that the payment to be made by the United States pursuant to paragraphs 9 and 10 of this Consent Decree represents a good faith compromise of disputed claims and that the compromise represents a fair, reasonable, equitable and complete resolution of Covered Matters.

b. With regard to any claim for costs, damages or other claims against the United States arising out of or in connection with Covered Matters, the Parties acknowledge and agree, and by entering this Consent Decree, this Court finds, that this settlement constitutes a judicially-approved settlement for purposes of section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that the United States is entitled, as of the Effective Date of this Consent Decree, to contribution protection pursuant to CERCLA § 113(f), 42 U.S.C. § 9613(f), the Uniform Comparative Fault Act, or as may be otherwise provided by law, for Covered Matters, whether by statute or common law, extinguishing the United States' liabilities to persons not a Party to this Consent Decree. Any rights the United States may have to obtain contribution or otherwise recover costs or damages from persons not a Party to this Consent Decree are preserved.

X. DISMISSAL OF THE STATE'S CLAIMS

17. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between the Parties with respect to the claims resolved by the Consent Decree, and this action, entitled The State of New York v. United States of America, No. CV-~~15-1284~~, shall be dismissed with prejudice. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

XI. GOVERNING LAW

18. This Consent Decree shall be governed and interpreted in accordance with United States federal law.

XII. RESERVATION OF RIGHTS

19. Nothing in this Consent Decree is intended to be, nor shall be construed as a waiver, release or covenant not to sue for any claim or cause of action, administrative or judicial, in law or in equity, which the Parties may have against any person, firm, partnership, trust, corporation, or any other entity that is not a Party to this Consent Decree.

20. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right of contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Covered Matters and/or this Consent Decree against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States pursuant to section 113(f) of CERCLA, 42 U.S.C. § 9613(f), to pursue any such persons to obtain response costs and to enter into settlements that give rise to contribution protection under section 113(f)(2).

XIII. NOTIFICATIONS

21. Any notification to the State, the Town, and the United States shall be in writing or by electronic mail and shall be deemed properly given if sent to the following individuals, unless those individuals or their successors give notice of a change to the other Parties in writing:

As to the United States of America:

Robert B. Kambic, Esq.
Assistant United States Attorney
United States Attorney's Office
Eastern District of New York
610 Federal Plaza, 5th Fl.
Central Islip, New York 11722
Re: USAO File No. 2009V02256
Robert.Kambic@usdoj.gov

Chief, Environmental Defense Section
United States Department of Justice
Post Office Box 7611
Washington, D.C. 20044
Re: DJ No. 90-11-6-20368

Jack P. DiTeodoro, Esq.
General Attorney
Department of Veterans Affairs
Office of Regional Counsel (02)
800 Poly Place, Building 14
Brooklyn, New York 11209
Jack.DiTeodoro@va.gov

As to the State of New York:

James C. Woods, Esq.
Assistant Attorney General
New York State Department of Law
Environmental Protection Bureau
146 Eagle Street
Albany, New York 12224
Jamie.Woods@ag.ny.gov

Andrew Guglielmi, Esq.
Associate Attorney
Office of General Counsel
New York State Department of Environmental Conservation
625 Broadway, 14th Floor
Albany, New York 12233-1500
aoguglie@gw.dec.state.ny.us

As to the Town of Huntington:

Cindy Elan-Mangano, Esq.
Town Attorney
Town of Huntington
Town Hall (Room 203)
100 Main Street
Huntington, NY 11743
celan@huntingtonny.gov

XIV. COMPLETE AGREEMENT/SIGNING

22. This Consent Decree contains the complete agreement between the Parties regarding the subject matter addressed herein and fully supersedes all prior contracts, agreements, understandings, negotiations or discussions, oral or written, relating to the subject matter hereof. There are no warranties, representations, agreements or understandings, oral or written, relating to the subject matter hereof that are not fully expressed or provided for herein. This Consent Decree may not be amended, modified, supplemented, or otherwise changed

without the written consent of the State, Town, and the United States, and approval of the District Court. This Consent Decree may be signed in counterparts.

XV. EFFECTIVE DATE

23. This Decree shall be effective upon the date that the Court enters this Consent Decree. All times for performance of activities under this Consent Decree shall be calculated from that date.

STATE OF NEW YORK

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

Dated: Feb 2, 2015
Albany, New York

BY: James C. Woods
James C. Woods, Esq.
Assistant Attorney General
Environmental Protection Bureau
The Capitol
Albany, NY 12224-0341
(518) 776-2418

TOWN OF HUNTINGTON

Dated: 2/6, 2015
Huntington, New York

BY: Cindy Elan-Mangano
Cindy Elan-Mangano, Esq.
Town Attorney
Town Hall (Room 203)
100 Main Street
Huntington, New York 11743


THE UNITED STATES OF AMERICA

JOHN C. CRUDEN
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Post Office Box 7611
Washington, D.C. 20044

LORETTA E. LYNCH
United States Attorney
Eastern District of New York

Dated: Feb. 18, 2015
Central Islip, New York

BY:



Robert B. Kambic
Assistant United States Attorney
United States Attorney's Office
Eastern District of New York
610 Federal Plaza, 5th Fl.
Central Islip, New York 11722
(631-715-7852)

SO ORDERED, ADJUDGED AND DECREED this 16th day of April, 2015.

s/ Leonard D. Wexler

United States District Judge
Eastern District of New York

EXHIBIT A

EXHIBIT A

EXHIBIT A

EXHIBIT A

NYSDEC ENVIRONMENTAL RESTORATION PROGRAM (ERP)
CERTIFICATE OF COMPLETION

CERTIFICATE HOLDER(S):

Name

Town of Huntington

Address

100 Main Street, Huntington, NY 11743

SITE INFORMATION

Site No.: B00013 **Site Name:** Veterans Nature Study Area

State Assistance Contract No.: C300655
C302656

Site Owner: Town Of Huntington

Street Address: Bellerose Avenue

Municipality: Huntington **County:** Suffolk **DEC Region:** 1

Site Size: 34.100 Acres

Tax Map Identification Number(s): 0860-0100-005001

A description of the property subject to this Certificate is attached as Exhibit A and a site survey is attached as Exhibit B.

CERTIFICATE ISSUANCE

This Certificate of Completion, hereinafter referred to as the "Certificate," is issued pursuant to Article 56, Title 5 of the New York State Environmental Conservation Law ("ECL") and 6NYCRR 375.

This Certificate has been issued upon satisfaction of the Commissioner, following review by the Department of the final engineering report and data submitted pursuant to the State Assistance Contract, as well as any other relevant information regarding the Site, that the applicable remediation requirements set forth in the ECL have been or will be achieved in accordance with the time frames, if any, established in the approved remedial work plan.

The remedial program for the Site has achieved a cleanup level that would be consistent with the following categories of uses (actual site use is subject to local zoning requirements):

Allowable Uses under the ERP: Unrestricted, Residential, Restricted-Residential, Commercial, and Industrial

LIABILITY LIMITATION

Upon issuance of this Certificate of Completion, and subject to the terms and conditions set forth herein, the Certificate holder(s) shall be entitled to the liability limitation provided in ECL Section 56-0509. The liability limitation shall run with the land, extending to the Certificate holder's successors or assigns through acquisition of title to the Site and to a person who develops or otherwise occupies the Site, subject to certain limitations as set forth in ECL Section 56-0509. The liability limitation shall be subject to all rights reserved to the State by ECL Section 56-0509 and any other applicable provision of law.

CERTIFICATE TRANSFERABILITY

This Certificate may be transferred to the Certificate holder's successors or assigns upon transfer or sale of the Site as provided by ECL Section 56-0509(1) and 6NYCRR Part 375.

CERTIFICATE MODIFICATION/REVOCATION

This Certificate of Completion may be modified or revoked by the Commissioner following notice and an opportunity for a hearing in accordance with 6NYCRR Part 375-1.9(e) upon a finding that:

(1) either the Municipality or the Municipality's successors or assigns have failed to comply with the terms and conditions of the State Assistance Contract;

(2) either the Municipality or the Municipality's successors or assigns failed to manage the controls or monitoring in full compliance with the terms of the remedial program;

(3) either the Municipality or the Municipality's successors or assigns made a misrepresentation of a material fact tending to demonstrate that the cleanup levels identified in the approved remedial work plan were reached;

(4) the terms and conditions of the environmental easement, if applicable, have been intentionally violated;

(5) the environmental easement as implemented, if applicable, is not protective or enforceable;
or

(6) there is good cause for such modification or revocation.

The Certificate holder(s) (including its successors or assigns) shall have thirty (30) days within which to cure any deficiency or to seek a hearing. If the deficiency is not cured or a request for a hearing received within such 30-day period, the Certificate shall be deemed modified or vacated on the 31st day after the Department's notice.

Joseph J. Martens
Commissioner
New York State Department of Environmental Conservation

By:



Robert W. Schick, P.E., Director
Division of Environmental Remediation

Date:

December 12, 2012

ADVANTAGE TITLE AGENCY, INC.

Title No. SSA-15500-03

SCHEDULE A

Amended May 14, 2003

Parcel 1:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Huntington, County of Suffolk and State of New York, more particularly bounded and described as follows:

BEGINNING at a point which is distant 3,546.67 feet and South 23 degrees 54 minutes 20 seconds West of a point formed by the intersection of the easterly line of lands of the Veterans Administration with the south line of Middleville Road; said point of intersection also being 1,190.58 feet west of Old Bridge Road as measured along the southerly line of Middleville Road;

RUNNING THENCE from said point of beginning South 09 degrees 53 minutes 30 seconds East 1,494.58 feet;

THENCE along the southerly line of land of the Veterans Administration the following four (4) courses and distances:

1. South 54 degrees 15 minutes 20 seconds West, 64.82 feet;
2. South 38 degrees 25 minutes 10 seconds West, 82.91 feet;
3. South 27 degrees 57 minutes 30 seconds West, 152.34 feet;
4. South 82 degrees 52 minutes 00 seconds West, 879.51 feet;

THENCE through lands of the Veterans Administration the following four (4) courses and distances:

1. North 0 degrees 31 minutes 14 seconds East, 813.45 feet;
2. North 14 degrees 08 minutes 14 seconds East, 859.13 feet;
3. North 55 degrees 59 minutes 14 seconds East, 178.01 feet;

FOR
CONVEYANCING
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

ADVANTAGE TITLE AGENCY, INC.

Title No. SSA-15500-03

SCHEDULE A (continued)

4. North 80 degrees 21 minutes 14 seconds East, 432.43 feet to the point or place of BEGINNING.

**FOR
CONVEYANCING
ONLY**

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

Advantage  Title

ADVANTAGE TITLE AGENCY, INC.

Title No. SSA-15500-03

SCHEDULE A (continued)

Parcel 2:

ALL that certain plot, piece or parcel of land, situate, lying and being at East Northport in the Town of Huntington, County of Suffolk and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point in the westerly line of Lot 36, Wren Hill, Section 2, where said line is intersected by the southeasterly line of land of United State Government (Northport Veterans Hospital); said point being distant 1226.19 feet northerly from the northerly line of Bellerose Avenue; measured along the westerly line of Evergreen Estates, Section 2 and Wren Hill, Sections 2 and 3;

RUNNING THENCE from said point of beginning South 9 degrees 15 minutes 20 seconds East along the westerly line of Lot 36, Wren Hill, Section 2 and Lot 72, Wren Hill, Section 3, 214.01 feet to a point;

THENCE South 83 degrees 34 minutes 30 seconds West along other lands of the party of the first part 214.24 feet to a point;

THENCE Northeasterly along the southeasterly line of land of United States Government (Northport Veterans Hospital), the following three courses and distances:

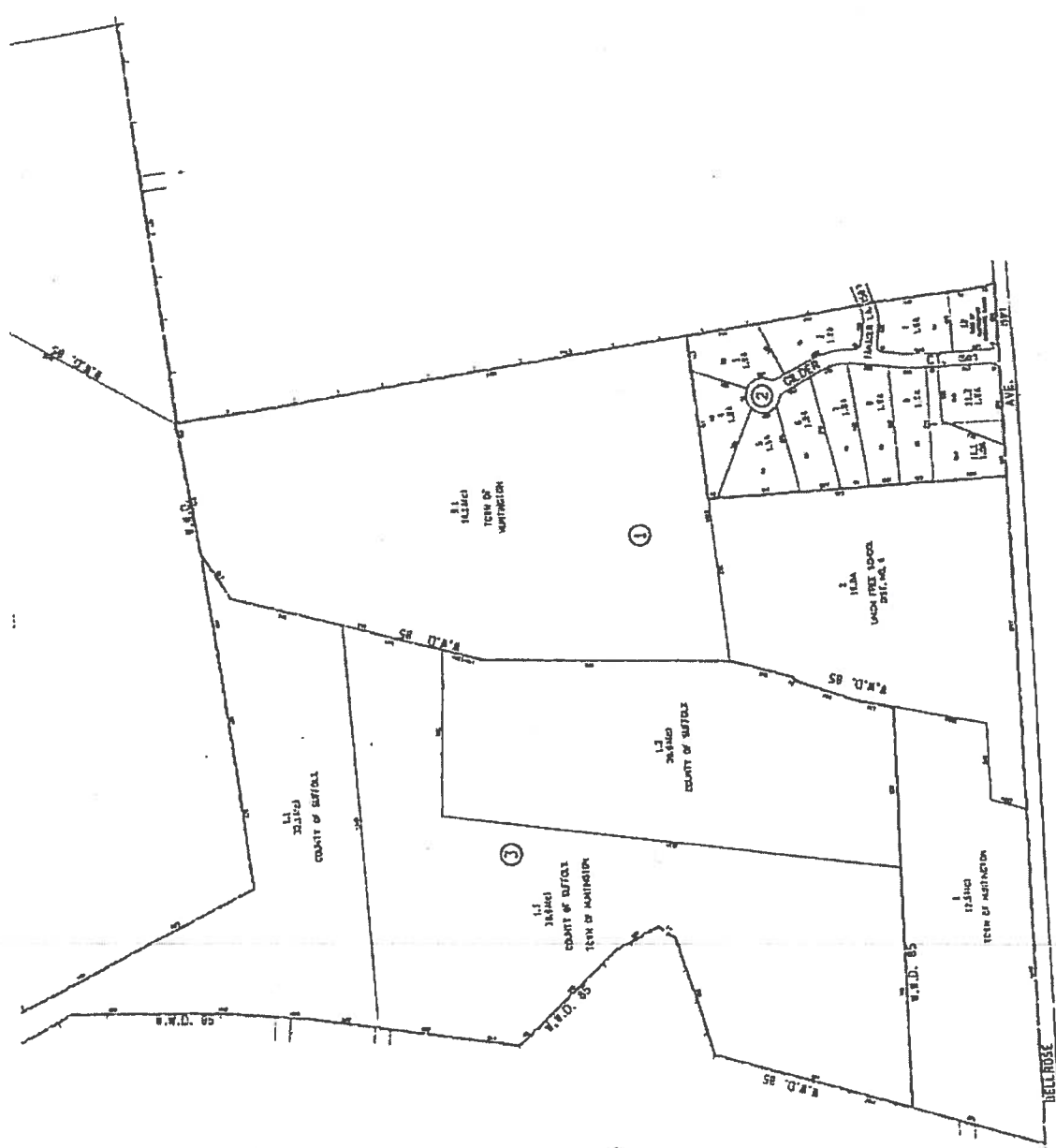
1. North 28 degrees 40 minutes 00 seconds East, 152.34 feet;
2. North 39 degrees 07 minutes 40 seconds East, 82.91 feet and
3. North 54 degrees 57 minutes 50 seconds East, 64.82 feet to the point or place of BEGINNING.

FOR
CONVEYANCING
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

Advantage  Title



COUNTY OF SUFFOLK Red Property Tax Service Agency County Center, Parkersburg, WV 2000 2000		SECTION NO. 086
NOTICE: A NATIONAL LAW OF THE UNITED STATES PROVIDES THAT NO PROPERTY TAX shall be levied on any property for which the State of West Virginia has jurisdiction.		TOWN OF HUNTINGTON NAME OF PARCEL NO. D400
TAXES DUE IN THE FOLLOWING DISTRICTS: DISTRICT NO. _____ DISTRICT NAME _____ DISTRICT NO. _____ DISTRICT NAME _____ DISTRICT NO. _____ DISTRICT NAME _____	NOTICE: A NATIONAL LAW OF THE UNITED STATES PROVIDES THAT NO PROPERTY TAX shall be levied on any property for which the State of West Virginia has jurisdiction.	
TAXES DUE IN THE FOLLOWING DISTRICTS: DISTRICT NO. _____ DISTRICT NAME _____ DISTRICT NO. _____ DISTRICT NAME _____ DISTRICT NO. _____ DISTRICT NAME _____	NOTICE: A NATIONAL LAW OF THE UNITED STATES PROVIDES THAT NO PROPERTY TAX shall be levied on any property for which the State of West Virginia has jurisdiction.	
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