

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement"), dated May 14th 2018, is by and between the SUFFOLK COUNTY LANDBANK CORPORATION, a New York not-for-profit corporation with its principal place of business located at H. Lee Dennison Building, 11th Floor, 100 Veterans Memorial Highway, Hauppauge, New York 11788 ("ASSIGNOR"), and Bayport Car Center LTD with its principal place of business located at 77 Elder Road, Islip, NY 11751 ("ASSIGNEE").

WHEREAS, in accordance with Adopted Resolution 707-2017 of the Suffolk County Legislature, approved by the County Executive on September 25, 2017 and further referenced to in said resolution as the 405 Lakeview Ave. Bayport site located at 405 Lakeview Ave. Bayport NY 11705 (SCTM No. 0500-333.00-01.00-004.000 or the "Site"), and in furtherance of the said, and by the authority granted to the Suffolk County Comptroller, by Local Law 32-2014, and by Local Law 26- 2015, and under sections 47 and 48, as well as other inherent authority contained in the Suffolk County Tax Act (SCTA), and as further effectuated by the Assignment of Tax Lien to be recorded in the Suffolk County Clerk's Office and as further effectuated by the Assignment of Tax Lien intending to be recorded simultaneously herewith, ASSIGNOR is the owner and holder of certain Tax Lien Certificates, as more particularly described in EXHIBIT A attached hereto ("Tax Lien Certificates"); and

WHEREAS, in accord with Assignor's Adopted Resolution SCLBC# 2017-11 attached hereto as EXHIBIT B ("Assignor's Resolution") ASSIGNOR authorized its Executive Director to enter into a lien assignment agreement with Benedetto Romano which ensures the remediation and re-use of the Site; and

WHEREAS, ASSIGNOR, and ASSIGNEE (Bayport Car Center LTD) entered into a Purchase Sales and Development Agreement dated December 14th 2017, for the purchase and sale of the Tax Lien Certificates and for the environmental remediation and re-development of the property subject to Tax Lien Certificates; and

WHEREAS, the property subject to the Tax Lien Certificates is more particularly described in ~~EXHIBIT~~ EXHIBIT C ("Legal Description of Premises"); and

WHEREAS, ASSIGNOR, pursuant to and in accordance with the Purchase Sales and Development Agreement, Hereby desires to assign and ASSIGNEE hereby desires to assume, all of ASSIGNOR's rights, title and interest in and to, the Tax Lien Certificates, pursuant to terms and conditions set forth in this Assignment Agreement

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, as well as for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE any and all of ASSIGNOR's rights, title and interest in and to the Tax Lien Certificates.

2. Assumption. ASSIGNEE hereby assumes all of the rights, duties and obligations of ASSIGNOR with respect to the Tax Lien Certificates.

3. Condition Subsequent. The assignment of the Tax Lien Certificates is conditioned upon ASSIGNEE subsequently perfecting its lien interest and obtaining fee title to the real property for which such Tax Lien Certificates apply pursuant to and in accordance with the provisions of Paragraph A of Section 6 of the Purchase, Sales and Development Agreement. If ASSIGNEE fails to satisfy this condition, this Assignment Agreement is null and void.

4. Representations and Warranties.

(a) ASSIGNOR represents and warrants that (i) it has the corporate power and authority to enter into and perform the transactions contemplated by and described in this Assignment Agreement, (ii) it has taken all necessary corporate action to authorize and approve the execution and delivery of this Assignment Agreement and the performance of its respective obligations hereunder, including without limitation obtaining the consent and approval of its Board of Directors, and (iii) this Assignment Agreement constitutes a valid and binding agreement of it, enforceable against it in accordance with the terms hereof, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(b) ASSIGNEE represents and warrants that (i) it has the requisite capacity and power to enter into and perform the transactions contemplated by and described in this Assignment Agreement, and (ii) this Assignment Agreement constitutes a valid and binding agreement of it, enforceable against it in accordance with the terms hereof, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles, and (iii) it is the entity created by Benedetto Romano in which they have determined to assume the rights and obligations set forth in the Purchase, Sales and Development Agreement, and to take title of the Tax Liens described therein.

5. No Waiver. This Assignment Agreement may not be amended, modified, supplemented or otherwise altered, except by a writing signed by each party hereto. Any failure or delay on the part of either party hereto in exercising its respective rights shall not operate as a waiver of such rights, nor shall a single or partial exercise preclude any further exercise of any right, power or privilege by either party hereto.

6. Assignment. Neither party hereto may assign or transfer its respective rights or obligations arising under this Assignment Agreement without the prior written consent of the other. Notwithstanding the foregoing, this Assignment Agreement shall inure to the benefit of and be binding upon ASSIGNOR and ASSIGNEE and their respective heirs, beneficiaries, legal representatives, successors and assigns.

7. Notices. All notices given pursuant to this Assignment Agreement shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at its address as set forth above.


8. Governing Law. This Assignment Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York.

9. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment Agreement to be executed by a duly authorized representative as of the day and year first written above.

ASSIGNOR:
SUFFOLK COUNTY LANDBANK CORPORATION

By:


Sarah Lansdale Judaitis

Title: Executive Director

ASSIGNEE:

Bayport Car Center Ltd

By:


Benedetto Romano

Title:

Pres

State of New York)
County of Suffolk) ss:

On the day of May 17th in the year 2018 before me, the undersigned, personally appeared Benedetto Romano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COLLEEN A. BADOLATO
Notary Public, State of New York
No. 01BA8218258
Qualified in Suffolk County
Commission Expires March 22, 2022

Colleen A. Badolato
Notary Public

State of New York)
County of Suffolk) ss:

On the day of May 14th in the year 2018 before me, the undersigned, personally appeared Sarah Landale Rodatis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

COLLEEN A. BADOLATO
Notary Public, State of New York
No. 01BA8218258
Qualified in Suffolk County
Commission Expires March 22, 2022

Colleen A. Badolato
Notary Public



COUNTY CLERK'S OFFICE
STATE OF NEW YORK
COUNTY OF SUFFOLK

I, JUDITH A. PASCALE, Clerk of the County of Suffolk and the Court of Record thereof do hereby certify that I have compared the annexed with the original **MISCELLANEOUS - DEED** recorded in my office on **05/15/2018** under Liber **D00012961** and Page **632** and, that the same is a true copy thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Court this **05/15/2018**

SUFFOLK COUNTY CLERK

Judith A. Pascale

JUDITH A. PASCALE

SEAL



SUFFOLK COUNTY CLERK
 RECORDS OFFICE
 RECORDING PAGE

Type of Instrument: MISCELLANEOUS - DEED
 Number of Pages: 6
 Receipt Number : 18-0089683
 TRANSFER TAX NUMBER: 17-31237

Recorded: 05/15/2018
 At: 12:14:09 PM
 LIBER: D00012961
 PAGE: 632

District: 0500 Section: 333.00 Block: 01.00 Lot: 004.000

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$0.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$0.00	YES	Handling	\$0.00	YES
COE	\$0.00	YES	NYS SRCHG	\$0.00	YES
EA-CTY	\$0.00	YES	EA-STATE	\$0.00	YES
TP-584	\$0.00	YES	Notation	\$0.00	YES
Cert.Copies	\$0.00	YES	RPT	\$0.00	YES
Transfer tax	\$0.00	YES			
			Fees Paid	\$0.00	

TRANSFER TAX NUMBER: 17-31237

THIS PAGE IS A PART OF THE INSTRUMENT
 THIS IS NOT A BILL

JUDITH A. PASCALE
 County Clerk, Suffolk County

Number of pages 6

This document will be public record. Please remove all Social Security Numbers prior to recording.

RECORDED
2018 May 15 12:14:09 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L D00012961
P 632
DT# 17-31237

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

3 FEES

Page / Filing Fee 30
Handling 20.00
TP-584 5-
Notation _____
EA-52 17 (County) _____
EA-5217 (State) _____
R.P.T.S.A. 200.00
Comm. of Ed. 5.00
Affidavit _____
Certified Copy 7.50
NYS Surcharge 15.00
Other _____

Sub Total 55.00



Sub Total 227.50

Grand Total exempt

Mortgage Amt. _____
1. Basic Tax _____
2. Additional Tax _____
Sub Total _____
Spec./Assit. _____
or _____
Spec. /Add. _____
TOT. MTG. TAX _____
Dual Town _____ Dual County _____
Held for Appointment _____
Transfer Tax 0
Mansion Tax _____
The property covered by this mortgage is or will be improved by a one or two family dwelling only.
YES _____ or NO
If NO, see appropriate tax clause on page # _____ of this instrument.

4 Dis: 3633580 0500 33300 0100 004000

Real Prop Tax Servi Agenc Verificat



5 Community Preservation Fund

Consideration Amount \$ 0
CPF Tax Due \$ _____

6 Satisfactions/Discharges/Releases List Property Owners Mailing Address RECORD & RETURN TO:
ATTN: Matthew Hoell
The Suffolk County Landbank Corp
100 Veterans Memorial HWY, 11th FL
Hempstead, NY 11768

Improved _____
Vacant Land _____
TD _____
TD _____
TD _____

Mail to: Judith A. Pascale, Suffolk County Clerk
310 Center Drive, Riverhead, NY 11901
www.suffolkcountyny.gov/clerk

7 Title Company Information
Co. Name _____
Title # _____

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached Tax Lien Assignment made by: _____ (SPECIFY TYPE OF INSTRUMENT)

Suffolk County Comptroller _____ The premises herein is situated in _____ Misc. deed.
SUFFOLK COUNTY, NEW YORK.

TO _____ In the TOWN of Islip
Suffolk County Landbank Corp. _____ In the VILLAGE _____
or HAMLET of Bayport

Year	Bill Number	Bill Name	Property ID/Alternate Parcel ID	Property Location	Principal Due Now	Interest Due Now	Total Due Now
2010	9098	ROBERT S VENERO &	050033300010000400000000	405 LAKEVIEW AVE	\$5,203.83	\$0.00	\$5,203.83
2011	8183	ROBERT S VENERO &	050033300010000400000000	405 LAKEVIEW AVE	\$27,514.32	\$3,300.28	\$30,814.60
2012	9392	ROBERT S VENERO &	050033300010000400000000	405 LAKEVIEW AVE	\$28,611.40	\$3,431.93	\$32,043.33
2013	9003	ROBERT S VENERO &	050033300010000400000000	405 LAKEVIEW AVE	\$29,994.99	\$3,597.96	\$33,592.95
2014	9115	ROBERT S VENERO &	050033300010000400000000	405 LAKEVIEW AVE	\$30,157.63	\$3,617.48	\$33,775.11
2015	9676	ROBERT S VENERO &	050033300010000400000000	405 LAKEVIEW AVE	\$30,987.64	\$3,717.08	\$34,704.72
2016	9593	ROBERT S VENERO &	050033300010000400000000	405 LAKEVIEW AVE	\$31,677.11	\$3,799.81	\$35,476.92
					\$184,146.92	\$21,464.54	\$205,611.46

ASSIGNMENT OF PROPERTY TAX LIEN FORM FOR COUNTY OF SUFFOLK USE ONLY

In accord with Adopted Resolution 707 -2017 of the Suffolk County Legislature, approved by the County Executive on September 25, 2017 and further referenced in said caption of said resolution as 405 Lakeview Ave., Bayport; (SCTM NO. 0500-333.00-01.00-004.000) and more formally described in attached Exhibit A, and Resolution No. 1620-2017 described in Attached exhibit B (MK)

"Being and intended to be that parcel of land carried on the tax rolls of the Town of Islip under (SCTM NO. 0500-333.00-01.00-004.000) as said tax lot exists on the date at which point the Landbank acquired the tax lien on the date the County transfers the tax lien to the Landbank", and

In furtherance of the directives of the above referenced resolution, and through the authority granted to the Suffolk County Treasurer, now recognized as the Comptroller, whose administrative offices are located at the H. Lee Dennison Building, 9th floor, 100 Veterans Memorial Highway, Hauppauge, New York 11788 as a result of a referendum in November of 2014, authorized by Local Law 32-2014, and subsequently accelerated by Local Law 26 of 2015, under sections 47 and 48, as well as other inherent authority contained therein of the Suffolk County Tax Act (SCTA), and

Now, therefore, under my signature, I do transfer for the sum of \$1 dollar, the following real property tax liens, as further described in the attached Exhibit C, to the (MK)

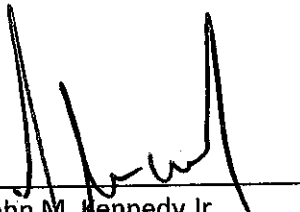
Suffolk County Landbank

C/O Economic Development Department

100 Veterans Highway

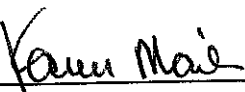
Hauppauge, N.Y. 11788

Date: 2/8/18


John M. Kennedy Jr.
Comptroller, County of Suffolk

State of New York
County of Suffolk

On the 8th day of February in the year 2018, before me, the undersigned, personally appeared, John M. Kennedy Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within assignment and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, or person upon behalf of which the individuals acted, executed the instrument.


Notary Public

KAREN MAILA
Notary Public, State of New York
No. 4724626
Qualified in Suffolk County
Term Expires May 31, 2018

THE SUFFOLK COUNTY LANDBANK CORPORATION

H. Lee Dennison Building
100 Veterans Memorial Highway, 2nd Floor
Hauppauge, NY 11788-0099



BOARD RESOLUTION # SCLBC 2017-11
LAID ON THE TABLE 06/28/2017

**RESOLUTION SCLBC # 2017-11
AUTHORIZING THE ACQUISITION AND DISPOSITION OF TAX LIENS FOR THE
PROPERTY AT 405 LAKEVIEW AVE, BAYPORT, NY**

WHEREAS, the Suffolk County Landbank Corporation ("SCLBC") was established in 2013 pursuant to Article 16 of New York State Not-For-Profit Corporation Law; and

WHEREAS, the SCLBC is empowered to acquire, dispose of and/or redevelop tax foreclosed properties and tax liens located throughout Suffolk County, including sites previously deemed unsuitable for acquisition, such as brownfield and superfund sites; and

WHEREAS, the property located at 405 Lakeview Ave, Bayport, NY has been identified as a tax delinquent brownfield site with tax liens, interest, and penalties owed to Suffolk County in an amount totaling \$205,611.46 with the tax liens held over a period of seven (7) years; and

WHEREAS, the SCLBC issued an RFP dated May 1, 2017 for the solicitation of proposals from qualified organizations to acquire, remediate, and re-develop one or more of nine specifically identified tax-delinquent sites; and

WHEREAS, the SCLBC received one proposal for the property at 405 Lakeview Ave, Bayport prior to the submission deadline of June 9, 2017; and

WHEREAS, pursuant to duly adopted resolution SCLBC# 2016-13, the SCLBC Board of Directors assigned a scoring system to be used by staff members in their review of the aforementioned proposals, and instructed SCLBC staff to provide recommendations for further action for consideration by this Board; and

WHEREAS, the SCLBC staff now recommends the acquisition of all tax liens for the aforementioned site, from Suffolk County, for the purposes of negotiating an assignment of said liens to Benedetto Romano; and

WHEREAS, the SCLBC Board of Directors wishes to proceed with the acquisition and negotiated assignment of said tax liens, because it is in the best interest of the Suffolk County Landbank Corporation and is in alignment with its mission statement to efficiently facilitate the return of distressed and underutilized properties within Suffolk County to productive uses consistent with the comprehensive plans of the jurisdictions in which they are located;

THE SUFFOLK COUNTY LANDBANK CORPORATION

H. Lee Dennison Building
100 Veterans Memorial Highway, 2nd Floor
Hauppauge, NY 11788-0099



BOARD RESOLUTION # SCLBC 2017-11
LAID ON THE TABLE 06/28/2017

NOW, THEREFORE BE IT:

RESOLVED, the SCLBC hereby authorizes the acquisition of all tax liens for the property located at 405 Lakeview Ave, Bayport, NY otherwise known as tax map number: 0500-333.00-01.00-004.000, to be acquired from Suffolk County at a nominal value not to exceed \$1 per tax lien; and be it further

RESOLVED, the SCLBC hereby authorizes the negotiated sale and assignment of said tax liens to Benedetto Romano or a designee entity under his control ("his Designee") at a total purchase price not less than \$256,700 for all tax liens; and be it further

RESOLVED, the SCLBC hereby authorizes the Executive Director to enter into a lien assignment agreement with Benedetto Romano or his Designee which ensures the remediation and re-use of the site.

As Secretary of the SCLBC, I, Theresa Ward, do hereby certify and declare that the foregoing is full, true and correct.

A handwritten signature in cursive script, appearing to read "Theresa Ward", is written over a horizontal line.

Name: Theresa Ward
Secretary and Vice-Chairperson, Suffolk County Landbank Corporation

June 28, 2017

THE SUFFOLK COUNTY LANDBANK CORPORATION

H. Lee Dennison Building
 100 Veterans Memorial Highway, 2nd Floor
 Hauppauge, NY 11788-0099



BOARD RESOLUTION # SCLBC 2017-11
 LAID ON THE TABLE 06/28/2017

Motion:
 Bellone/Scully, Ward, Gregory, Cilmi, Smagin
 Schaffer, Longworth

Second:
 Bellone/Scully, Ward, Gregory, Cilmi, Smagin
 Schaffer, Longworth

Board Member	Yes	No	Abs	NP	R
Steven Bellone/ Peter Scully	X				
Theresa Ward	X				
DuWayne Gregory	X				
Thomas Cilmi	X				
Jason Smagin	X				
Richard Schaffer	X				
Cara Longworth	X				

MOTION
<input checked="" type="checkbox"/> Approve
<input type="checkbox"/> Table
<input type="checkbox"/> Discharge
Approved <input checked="" type="checkbox"/> Failed <input type="checkbox"/>

RESOLUTION DECLARED
<input checked="" type="checkbox"/> Adopted
<input type="checkbox"/> Not Adopted

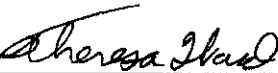

 Name: Theresa Ward,
 Secretary and Vice-Chairperson
 The Suffolk County Landbank Corporation

Exhibit B

Intro. Res. No. 1620-2017

Laid on Table 7/25/2017

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2017, AUTHORIZING THE SALE OF
TAX LIEN CERTIFICATES ON 405 LAKEVIEW AVE, BAYPORT
(SCTM NO. 0500-333.00-01.00-004.000) TO THE SUFFOLK
COUNTY LANDBANK CORPORATION**

WHEREAS, Local Law No. 18-2012 authorized the County to establish the Suffolk County Landbank Corporation ("Landbank"); and

WHEREAS, the Landbank's mission is to efficiently facilitate the return of distressed and underutilized properties within Suffolk County to productive uses consistent with the comprehensive plans of the jurisdictions in which they are located; and

WHEREAS, the Landbank is specifically charged with the goal of reducing the number of properties that are both tax delinquent and environmentally challenged within Suffolk County; and

WHEREAS, since its inception the Landbank has identified over 130 properties which are both tax delinquent and potentially environmentally challenged, all of which represent an ongoing cost to the County; and

WHEREAS, the Landbank conducts exhaustive due diligence efforts on all potentially contaminated tax delinquent properties including Phase I and Phase II Environmental Site Assessments ("ESA") as appropriate on an ongoing basis to identify properties suitable for potential sale and redevelopment; and

WHEREAS, the Landbank identified nine such sites and released a Request for Proposals ("RFP") seeking responsible developers for those sites in May 2017; and

WHEREAS, the former Auto Repair shop located at 405 Lakeview Ave. in Bayport (SCTM No. 0500-333.00-01.00-004.000 or the "Site"), which has been tax delinquent for seven years with tax liens, interest, and penalties totaling over \$205,000 was included in said RFP; and

WHEREAS, the Site owners have failed to enter into a qualified payment plan pursuant to Suffolk County Tax Act Section 47-a; and

WHEREAS, the Landbank received one proposal for the Site from Benedetto Romano; and

WHEREAS, Benedetto Romano proposes to pay \$256,700 for the tax liens on the Site with the intention to rehabilitate and remediate the existing Site; and

WHEREAS, as part of the Phase II ESA which the Landbank oversaw at the Site, the Landbank received an estimate for the cost to clean the site up to commercial standards to be approximately \$18,000; and

WHEREAS, at its June 28, 2017 meeting, the Landbank Board of Directors approved the acquisition of the liens associated with this Site from the County for the negotiated

sale and assignment to Benedetto Romano, pending the approval of the Legislature; now, therefore be it

1st **RESOLVED**, as authorized by Sections 1608 and 1616 of the New York State Land Bank Act and notwithstanding Suffolk County Resolution Nos. 936-1972 and 1010-1972, the County hereby authorizes the sale of all liens for the Site (SCTM No. 0500-333.00-01.00-004.000), to the Suffolk County Landbank Corporation at a nominal value not to exceed \$1 per tax lien; and be it further

2nd **RESOLVED**, the Suffolk County Comptroller is hereby directed to assign all existing and future tax liens incurred by the current owners, Robert and/or Patricia Venero for the aforementioned property to the Suffolk County Landbank Corporation; and be it further

3rd **RESOLVED**, the Landbank shall dispose of said liens to Benedetto Romano or a designee entity under his control for an amount not less than \$256,700 to be paid directly to the Landbank; and be it further

4th **RESOLVED**, upon request of Benedetto Romano or a designee entity under his control, the Suffolk County Comptroller is hereby directed to perform an administrative foreclosure and issue fee simple title to Benedetto Romano or a designee entity under his control for the Site (SCTM No. 0500-333.00-01.00-004.000); and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:



Office of the Comptroller of Suffolk County

Make check payable to:
Suffolk County Comptroller

Remit payment to:
S C Div. of Finance & Taxation
330 Center Drive
Riverhead, NY 11901-3311

Return this entire statement with your remittance

Official Statement of Taxes in Arrears

Total Amount Due

238,796.35

Bill To:

ROBERT S VENERO &
405 LAKEVIEW AVE
PATRICIA VENERO
BAYPORT, NY 11705

Amount Remitted	Full or Partial	Apply to tax year(s)
\$		

Office Hours: Monday - Friday 9:00 am - 5:00 pm
Phone: (631) 852-3000 Fax: (631) 852-3825

Town		Parcel ID Number			Land Value/Building Value/Full Value			Property Location			
ISLIP		0500.33300.0100.004000.0000			51000	28300	79300	405 LAKEVIEW AVE BAYPORT 11705			
Date Bill Printed	Interest Effective Date	Statement No.	Customer ID No.	Current Owner				Assessed Owner			
03/20/2018	03/20/2018	1962559	007879955	VENERO ROBERT S & PATRICIA VENERO				VENERO ROBERT S & PATRICIA VENERO			
Tax Year	Base Tax	5% Penalty	Base Tax & 5% Penalty Total	Interest % Rate	Sale Adv. Cost	Sale Lien Amount	Redemption Int. % Rate	Redem. Adv. Cost	Fees*	Amount Due	If Paid By Date
2010	4,461.60	223.09	4,684.69	11%	3.83	5,203.83				5,203.83	12/10/2011
2011	23,679.86	1,178.99	24,768.85	11%	20.00	27,502.92	12%	12.00		30,814.60	12/09/2012
2012	24,521.15	1,226.06	25,747.21	11%	20.00	28,599.40	12%	12.00		32,043.39	12/07/2013
2013	26,708.27	1,285.41	26,993.68	11%	20.00	29,982.99	12%	12.00		33,592.95	12/06/2014
2014	25,847.82	1,292.39	27,140.21	11%	20.00	30,146.63	12%	12.00		33,775.11	12/05/2015
2015	28,559.96	1,328.00	27,887.96	11%	20.00	30,975.64	12%	12.00		34,704.72	12/04/2016
2016	27,151.54	1,357.58	28,509.12	11%	20.00	31,665.11	12%	12.00		35,476.92	12/09/2017
2017	26,843.85	1,342.19	28,186.04	11%	20.00	31,308.50	6%	12.00		33,184.89	08/08/2018
0											
0											

NOTE: Please be advised: To avoid loss of property 2010 must be paid by 12/10/2011.

Total Amount Due for this Statement	238,796.35
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*Fees - Return Unpaid Check Charge

If not remitting the total amount due, please indicate which Tax Year you are paying. This Office recommends the oldest year be paid first. Acceptance of a partial payment shall not waive enforcement of County Tax Sale Liens, Tax Deeds or any powers of the County of Suffolk.

PURCHASE, SALES AND DEVELOPMENT AGREEMENT

THIS PURCHASE SALES AND DEVELOPMENT AGREEMENT (this "Agreement"), dated Dec 14 2017, is made by and between SUFFOLK COUNTY LANDBANK CORPORATION, a New York not-for-profit corporation with its principal place of business located at H. Lee Dennison Building, 2nd Floor, 100 Veterans Memorial Highway, Hauppauge, New York 11788 ("SELLER"), and Benedetto Romano, a sole proprietor with a principal place of business located at 77 Elder Road, Islip, NY 11751 ("BUYER").

WHEREAS, pursuant to and in accordance with the Suffolk County Tax Act, the County of Suffolk ("County") is the owner and holder of certain Tax Lien Certificates, as more particularly described in EXHIBIT A attached hereto ("Tax Lien Certificates"); and

WHEREAS, SELLER is a land bank not-for-profit corporation established in accordance with Article 16 of New York State Not-For-Profit Corporation Law that is empowered to acquire such Tax Lien Certificates from the County and to take discretionary action with regard to vacant, abandoned, tax-delinquent and/or tax-foreclosed properties that could not otherwise be disposed of and to facilitate the return of such properties to productive use; and

WHEREAS, SELLER issued a Request for Proposals ("RFP"), attached as EXHIBIT B, seeking a qualified organization to acquire, remediate and re-develop the vacant, abandoned tax-delinquent and/or tax-foreclosed properties that are encumbered by the Tax Lien Certificates as are more particularly described in EXHIBIT C attached hereto (the "Premises"); and

WHEREAS, BUYER in response to the RFP submitted a proposal attached hereto as EXHIBIT D (the "Proposal") for the environmental remediation and re-development of the Premises, which was selected by SELLER; and

NOW, THEREFORE, in consideration of the representations herein made, the parties agree as follows:

1. Acquisition of Tax Lien Certificates from County. Upon full execution of this Agreement by the parties hereto and in reliance upon the BUYER's promises to (i) purchase the Tax Lien Certificates on the Premises from SELLER and (ii) perform the Project, as defined below, SELLER agrees to take action to acquire from the County all Tax Lien Certificates outstanding on the Premises; provided, however, on or prior to the date hereof, BUYER shall deliver documents satisfactory to the SELLER evidencing a sufficiency of funds committed by BUYER to complete the Project.

2. Sale of Tax Lien Certificates. SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions of this Agreement, all rights, title and interest in and to certain liens or encumbrances on the Premise arising from unpaid tax, special ad valorem levy, special assessment or other charge imposed on the Premises that became a lien or encumbrance on the Premises, plus all interest, penalties, charges and surcharges imposed pursuant to law prior to the 2017/2018 tax year, as more particularly described on the attached Tax Lien Certificates.

3. Consideration. The total consideration is as follows:

A. Purchase Price. The Purchase Price is Two Hundred Fifty Six Thousand Seven Hundred Dollars (\$256,700), payable as follows:

(i) Deposit. Ten percent (10%) of the Purchase Price shall be delivered to the SELLER together with this Agreement executed by BUYER as a good faith deposit ("Deposit").

(ii) SELLER shall hold the Deposit until Closing (as defined herein) or termination of this Agreement as provided herein. The Deposit shall be applied as a credit to the Purchase Price at Closing.

B. At Closing the BUYER shall pay SELLER the Purchase Price less the Deposit by cashier's check, certified check or wire transfer in the amount of Two Hundred and Thirty One Thousand Thirty Dollars \$231,030.

4. Closing. This Agreement shall be closed in the following manner:

A. Closing Date. The "Closing" shall be on or about 12/31/17. The Closing will take place at the SELLER's offices or may be completed by delivery of executed closing documents by mail or overnight delivery service. In the event the BUYER is in default hereunder and the transaction does not close, as liquidated damages in full satisfaction of all claims for damages hereunder (i) SELLER shall retain the Deposit and (ii) BUYER shall also be responsible to SELLER for the costs incurred by SELLER to acquire the Tax Lien Certificates from the County.

B. SELLER's Instruments. At or prior to the Closing, SELLER shall deliver to the BUYER a duly executed Assignment and Assumption Agreement, in a form acceptable to the Suffolk County Comptroller substantially similar to the form attached hereto as EXHIBIT E, assigning all rights, title and interest in the Tax Lien Certificates to BUYER (the "Assignment and Assumption Agreement").

C. Costs. BUYER shall be responsible for all costs associated with state and local conveyance taxes and recording fees, if any.

D. "As Is." BUYER shall accept the Premises in "as is" condition subject to all liens, encumbrances and any other conditions that a title examination and survey would indicate other than the tax liens represented by the Tax Lien Certificates in accordance with the Suffolk County Tax Act, any taxes that have accrued up to the date of the closing and, consistent with the terms and conditions contained herein and the policies and procedures of the SELLER, BUYER shall assume and undertake any and all liability and expense resulting from the presence of hazardous substances or pollutants of any kind in, on, or beneath the Premises, and/or removal or other remediation of any such hazardous substances or pollutants, except to the extent that the presence or release of any such hazardous substances or pollutants has resulted from or arisen out of actions of the SELLER, its employees, agents, or contractors.

E. "Letter of Credit" or "Bond". BUYER covenants, warrants and represents that it shall, at BUYER's sole cost, expense and effort, at Closing, furnish an irrevocable letter of standby credit (the "Letter of Credit") issued by a New York bank or bond "Bond" for the benefit of the Seller, to ensure that, in the event BUYER fails to undertake and/or complete the environmental remediation obligations to be undertaken herein and pursuant to EXHIBIT D, sufficient financial resources are available to complete the environmental remediation required on the property. The Letter of Credit or Bond shall remain in effect until a No Further Action letter or Certificate of Completion via a remedial program approved by the New York State Department of Environmental Conservation is provided to SELLER or a similar letter is issued by the New York State Department of Environmental Conservation. The Letter of Credit or Bond shall be in form and substance wording satisfactory to, and in an amount requested by SELLER, said amount not to exceed \$20,000. Without limiting the generality of the foregoing sentence, the Letter of Credit shall be effective for a period of one (1) year, and shall renew annually as follows:

This Instrument shall be automatically extended for successive one (1) year periods from the present or any future expiration date unless you have received notice from us, in writing, not less than ninety (90) days before such expiration date, that we have elected not to extend the date of expiration. Our notice of such election shall be sent by Certified Mail, Return Receipt Requested, to your above address. Upon your receipt of any such notification, you shall have the right to draw against this Letter of Credit or Bond at any time prior to the expiration date without regard to a default under the agreement for which this Instrument was issued.

Such automatic renewals of the Letter of Credit or Bond shall continue until such time as BUYER has received a No Further Action Letter or Certificate of Completion via a remedial program approved by the New York State Department of Environmental Conservation, as provided to the SELLER, or a similar letter issued by New York State indicating that the Premises have been remediated. The expiration of the Letter of Credit or Bond prior to such time shall constitute a default under the Letter of Credit and under this Agreement.

5. Term. The term of this Agreement shall commence upon execution by both parties and shall terminate upon the later of (i) the date on which the Project is issued a certificate of occupancy for its intended use, (ii) the date on which the Project is issued a No Further Action letter or Certificate of Completion via a remedial program approved by the New York State Department of Environmental Conservation and (iii) the date on which the Total Purchase Price has been paid to SELLER.

6. Post-Closing Activities/BUYER'S Obligations and Covenants

A. Within thirty (30) calendar days from Closing, the BUYER covenants to perfect its lien interest by virtue of the Tax Lien Certificates and obtain fee simple absolute title

to the Premises utilizing Suffolk County Comptroller's administrative process pursuant to Suffolk County Tax Act §53 (the "Deed").

B. BUYER covenants to have the deed to the Premises recorded in the Suffolk County Clerk's office and to hold and maintain the Premises in adherence to applicable laws and codes.

C. BUYER covenants to timely pay all taxes related to the Premises and the Project for as long as BUYER is the owner of the Premises and/or the Project for all taxes accruing after the BUYER receives the Deed duly filed in its name. This Section 6 (C) herein shall survive Termination.

D. BUYER covenants to not sell or otherwise convey the Premises until the terms and conditions of this Agreement have been fulfilled by the BUYER.

E. BUYER covenants to not knowingly sell or otherwise convey the Premises to any previous owners, tenants or potentially responsible parties defined under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). 42 U.S.C. §1906 et seq.

F. BUYER covenants to begin environmental site remediation via a remedial program approved by the New York State Department of Environmental Conservation, within six months of acquisition of the Premises. The costs incurred by the BUYER in furtherance of the Project shall be 100% borne by the BUYER.

G. BUYER covenants to complete the environmental remediation of the Premises considering the use(s) to be made of the Premises to the satisfaction of the New York State Department of Environmental Conservation and shall obtain a Certificate of Completion or similar closure letter. Upon receipt, BUYER shall provide a copy of such certificate or letter to the SELLER.

H. BUYER covenants that it will use all commercially reasonable good-faith efforts to develop the Project consistent with the representations contained in the Proposal.

I. BUYER covenants that it will aim in good faith to complete the Project within 36 months, however it is duly acknowledged by the parties that delays may be occasioned by the nature and extent of environmental remediation, permitting, construction issues and government and/or municipal agencies over which BUYER has no control.

J. Upon five (5) business calendar day written notice to BUYER by SELLER, BUYER agrees to make all reasonable requests for records pertaining to the Project available for inspection by SELLER, including but not limited to the Project's financials.

K. Upon five (5) business calendar day written notice to BUYER by SELLER, BUYER agrees to make the Premises available for inspection by SELLER.

L. During the Term of this Agreement, the BUYER agrees to provide SELLER a report on the progress of the Project every 90 days ("Project Progress Report") with the first Project Progress Report due 90 days after the Closing.

7. Failure to Perform.

A. If SELLER fails to perform as required under this Agreement, then BUYER may either (i) seek to enforce specific performance of SELLER's obligations to execute the documents required to convey the Tax Lien Certificate to BUYER, it being understood and agreed that the remedy of specific performance shall not be available to enforce any other obligation of SELLER hereunder, and BUYER expressly waives its rights to seek damages in the event of SELLER's default hereunder; or (ii) terminate this Agreement and release SELLER from any and all liability hereunder upon return of the Deposit.

B. If BUYER fails to perfect its lien interest and obtain fee title to the Premises as set forth in Section 6 (A) above, this Agreement shall terminate and the Assignment and Assumption Agreement shall be null and void.

C. If BUYER fails to complete the Project as required under this Agreement or otherwise materially defaults hereunder, then the SELLER, in addition to any other remedies of law or contained in this Agreement, may (i) terminate this Agreement and release BUYER from any and all liability hereunder, (ii) seek to enforce specific performance of BUYER's obligations hereunder, and (iii) draw on the Performance Bond or Letter of Credit for the completion of the environmental remediation component of the Project

8. Representations and Warranties.

A. SELLER represents and warrants that (i) it has the corporate power and authority to enter into and perform the transactions contemplated by and described in this Agreement, (ii) it has taken all necessary corporate action to authorize and approve the execution and delivery of this Agreement and the performance of its respective obligations hereunder, including without limitation obtaining the consent and approval of its Board of Directors, and (iii) this Agreement constitutes a valid and binding agreement of it, enforceable against it in accordance with the terms hereof, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

B. BUYER represents and warrants that (i) it has the requisite capacity and power to enter into and perform the transactions contemplated by and described in this Agreement, (ii) this Agreement constitutes a valid and binding agreement of BUYER, enforceable against it in accordance with the terms hereof, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles, (iii) the Project related activities of the BUYER will conform with all applicable zoning, planning, building and environmental laws and regulations of governmental authorities having jurisdiction over the Project, (iv) BUYER has not previously failed to perform in a prior transaction with the SELLER, and (v) the BUYER shall defend, indemnify and hold the SELLER harmless from any

liability or expenses resulting from any failure by the BUYER to comply with the provisions of this subsection (B).

C. BUYER further represents and warrants that BUYER, its affiliates and owners: (i) individually or collectively is/are not the previous owner(s) of the Premises; (ii) have not engaged in fraudulent activity in connection with the sale of County-owned or Suffolk County Landbank Corporation owned property; (iii) have not lost real property through County tax foreclosure proceedings within the previous five (5) years; (iv) does not own property within Suffolk County for which taxes are not current; (v) have not had a sale cancelled for cause by Suffolk County within the previous three (3) years; (vi) have not been held in contempt of a court order for failure to abate code violations within the previous five (5) years; (vii) does not have unsatisfied judgments as a result of code enforcement actions in any town; (viii) does not own property within Suffolk County that is in violation of town codes; (ix) does not currently hold (or previously held) a position (employed or appointed) with Suffolk County, or Suffolk County Landbank Corporation employment, within the preceding two (2) year period; or (x) does not currently (or formerly) serve as an officer of a political party.

D. SELLER represents and warrants that it and the County of Suffolk, its departments, agents and/or employees have duly complied with the Suffolk County Tax Act, in all respects, including, but not limited to all provisions under Article 2 thereof, and that the Tax Lien Certificates to be acquired hereunder will entitle the holder to obtain fee title pursuant to Section 53 of the Suffolk County Tax Act.

9. Non-Discrimination.

Each of the Parties, covenants and agrees, for itself and on behalf of each of its affiliates, successors and assigns, lessees, agents, contractors and subcontractors and every successor in interest to the Premises, or any part thereof, to be bound by the following covenants, which shall be binding for the benefit of the SELLER and enforceable by the SELLER to the fullest extent permitted by law and equity:

- A. Non-Discrimination in Employment and Affirmative Action. In connection with the performance of this Agreement there shall be no discrimination against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, and the Parties will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation any of which shall be intended to overcome the effects of intentional or unintentional discrimination.
- B. Non-Discrimination in Services. No agreement, lease, conveyance, or other instrument concerning the Premises or any improvements erected or to be erected thereon, or any part thereof, shall have the effect of discrimination because of race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status, nor utilize criteria or methods of administration which have the

effect of subjecting individuals to discrimination because of their race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status. Further, during the performance of this Agreement:

- (i) The Parties shall not, on the grounds of race, creed, color, national origin, sex, age disability, sexual orientation, military status or marital status:
 - a. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - b. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - c. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - e. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
 - (ii) The Parties shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status in determining:
 - a. the types of service(s) or other benefits to be provided; or
 - b. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - c. the class of individuals to be afforded an opportunity to receive service(s).
- C. The covenants of Sections 9 (A) and (B), as applicable, shall be included in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of the Premises or any improvements erected or to be erected thereon, or any part thereof.

- D. Compliance with this Section 9 constitutes a material term of this Agreement, and that it is binding upon the Parties and their affiliates, successors, transferees, and assignees for the period of this Agreement. The Parties also agree that the Seller may, at its discretion, seek a court order requiring compliance with the terms of this Section 9 or seek other appropriate judicial relief.

10. License. Upon taking fee title to the Premises pursuant to Section 6 (A) above and in the event BUYER fails to undertake and/or complete the environmental remediation obligations to be undertaken herein and pursuant to Exhibit D, BUYER hereby authorizes SELLER to access the Premises in order to complete such environmental remediation. This license shall remain in effect until a No Further Action letter or Certificate of Completion via a remedial program approved by the New York State Department of Environmental Conservation is obtained for the Premises by either the BUYER or SELLER.

11. No Joint Venture Created. The parties hereto mutually agree that by entering into this Agreement the parties hereto are not entering into a joint venture.

12. Survival of Obligations. This Agreement shall survive beyond the Closing. All indemnities contained herein and inuring to the SELLER and its respective assigns shall survive any termination or expiration of this Agreement.

13. BUYER Indemnification of SELLER and Hold Harmless. Notwithstanding any other provision contained herein or within any other agreement by and among the parties hereto, the BUYER hereby releases the SELLER and its assigns from, agrees that the SELLER, and its assigns shall not be liable for, and agrees to indemnify, defend and hold the SELLER and its assigns and their executive director, officers, members, directors and employees, and their respective successors, assigns or personal representatives, harmless from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims or judgments of any kind or nature in connection with any act or omission of the BUYER related to the BUYER's performance or failure to perform under this Agreement. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the SELLER or any of its members, directors, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability; except, however, that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the indemnified party to the extent that such an indemnity would be prohibited by law. The above-described indemnifications shall survive Termination.

14. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, acts of God, war, insurrection, terrorism, material and/or labor shortages, municipal government time lags, natural disasters or epidemics proximate to the Project. As a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost

due to any delay so caused. The party claiming the force majeure event shall at all times take all reasonable steps within its power to prevent Force Majeure Events affecting the performance of the obligations under this Agreement; mitigate the effect of any Force Majeure Event; and comply with its obligations under this Agreement.

15. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

17. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between SELLER and BUYER relating to the subject matter hereof, and supersedes all prior understandings and agreements relating to the subject matter hereof. This Agreement may not be amended, modified, supplemented or otherwise altered, except by a writing signed by each party hereto. Any failure or delay on the part of either party hereto in exercising its respective rights shall not operate as a waiver of such rights, nor shall a single or partial exercise preclude any further exercise of any right, power or privilege by either party hereto.

18. Assignment. Neither party hereto may assign or transfer its respective rights or obligations arising under this Agreement without the prior written consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding upon SELLER and BUYER and their respective heirs, beneficiaries, legal representatives, successors and assigns.

19. Notices. All notices given pursuant to this Agreement shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at its address as set forth below. Such notice shall be deemed to have been given at the time of personal delivery or first attempted delivery at the address and in the manner provided herein. Unless changed in accordance with this section, the address for notices given pursuant to this Agreement shall be as follows:

For BUYER:

Benedetto Romano
77 Elder Road
Islip, NY 11751

With a copy to
Walsh + Roth
360 Route 109
W. Babylon NY 11704
Att David Roth

For SELLER:

Suffolk County Landbank Corporation
H. Lee Dennison Building, 2nd Floor
100 Veterans Memorial Highway
Hauppauge, New York 11788
Attention: Executive Director

20. Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New York.

21. Jurisdiction. The Supreme Court of New York State will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

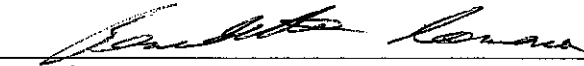
IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized representative as of the day and year first written above.

SELLER
SUFFOLK COUNTY LANDBANK CORPORATION



By: Sarah Rudaitis
Title: President

BUYER



Benedetto Romano

State of New York)
County of Suffolk) ss:

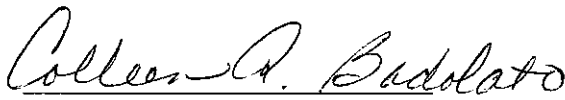
On the 14 day of Dec in the year 2017 before me, the undersigned, personally appeared Ben Romano, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public **DAVID I. ROTH**
Notary Public, State of New York
No. 02R04995806
Qualified in Suffolk County
Commission Expires 7/16/18

State of New York)
County of Suffolk) ss:

On the 19th day of December in the year 2017 before me, the undersigned, personally appeared Sarah Lansdale personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

COLLEEN A. BADOLATO
Notary Public, State of New York
No. 01BA6219256
Qualified in Suffolk County
Commission Expires March 22, 2018

SCHEDULE A DESCRIPTION

SECTION 333.00 BLOCK 01.00 LOT 004.00 ON THE TAX MAP OF SUFFOLK COUNTY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Bayport, Town Of Islip, Suffolk County, New York, bounded and described as follows:

BEGINNING at a point where the Easterly side of Lakeview Avenue intersects the Northerly side of Montauk Highway (South Country Road);

RUNNING THENCE North 9 degrees 37 minutes 20 seconds East along the Easterly side of Lakeview Avenue 150.01 feet to a point;

THENCE South 72 degrees 17 minutes 20 seconds East 110.57 feet to a point;

THENCE South 9 degrees 38 minutes 50 seconds West 150.00 feet to a point on the Northerly side of Montauk Highway (South Country Road);

THENCE North 72 degrees 17 minutes 20 seconds West along the Northerly side of Montauk Highway (South Country Road) 110.50 feet to the point or place of BEGINNING.

SAID PREMISES being known as and by street number:
405 Lakeview Avenue, Bayport, New York.