

APPENDIX C

ARCHAEOLOGICAL DOCUMENTS

- 1. Agreement between Town of Riverhead CDA and NYS Historic Preservation Officer**
- 2. NYSDEC Permit #1-4730-01050/00001**

AGREEMENT

BETWEEN:

THE COMMUNITY DEVELOPMENT AGENCY OF
RIVERHEAD, NEW YORK

AND

THE NEW YORK STATE
HISTORIC PRESERVATION OFFICER

REGARDING

HISTORIC AND ARCHAEOLOGICAL RESOURCES AT
THE FORMER NAVAL WEAPONS INDUSTRIAL RESERVE PLANT
CALVERTON, NEW YORK.

WHEREAS, Section 2833 of Public Law No. 103-337, as amended by Section 2866 of Public Law No. 104-106, authorizes the Secretary of the Navy to transfer approximately 2,900 acres comprising a portion of the Naval Weapons Industrial Reserve Plant, Calverton, New York (the "Property") to the Community Development Agency of the Town of Riverhead (the "CDA"), and

WHEREAS, the United States Navy (the "Navy") has completed an Environmental Impact Statement, a Phase IA Archeological Survey and a partial Phase IB Archeological Survey in connection with the transfer, (collectively referred to herein as the "Studies"), and

WHEREAS, the Studies identify certain areas at the Property of archeological and historical sensitivity, and

WHEREAS, the Navy has proposed that the deed transferring the Property to the CDA contain covenants granting the New York State Historic Preservation Officer (the "SHPO") certain rights and responsibilities with respect to preservation and proposed future uses of the Property, copies of which are attached to this Agreement as Exhibit 1 (the "Covenants") and

WHEREAS, the CDA and the SHPO, prior to the transfer of the property to the CDA, wish to agree upon certain procedures that will be followed in the administration of the Covenants,

NOW THEREFORE, in consideration of the mutual promises contained herein and as an inducement for the CDA to accept the

Covenants as proposed by the Navy, the CDA and the SHPO agree as follows:

1) If the Property is transferred to the CDA, the SHPO hereby expressly and irrevocably grants permission to the CDA and to all subsequent owners, operators, tenants or occupants of the Property for any and all disturbance of the ground surface in the areas of the Property identified as the Developed Area and in the areas of the Property identified as non-sensitive areas on the map prepared on behalf of the Navy entitled NWIRP Calverton Archeological Sensitivity dated June 5, 1998, a copy of which is attached to this Agreement as Exhibit 2 (the "Archeological Map").

2) The CDA and any subsequent owner, operator, tenant or occupant of the Property shall ensure that any proposed disturbance of the ground surface in any area described in Paragraph 1 whose boundaries are identified on the Archeological Map as determined through GPS surveys occurs only within such areas and shall keep appropriate records to document that fact.

3) Prior to any proposed disturbance of the ground surface in any area described in Paragraph 1 whose boundaries are identified on the Archeological Map as not determined through GPS surveys, the CDA and any subsequent owner, operator, tenant or occupant of the Property shall confer with the SHPO for the sole purpose of confirming that such disturbance will take place wholly within the boundaries

4) For areas of the Property described in the Archeological Map as areas of high sensitivity, areas of moderate/low sensitivity or pine barren core areas, the SHPO agrees that data from the Studies and from any subsequent archeological studies undertaken by or on behalf of the Navy may be relied upon by any person seeking permission for disturbance of the ground pursuant to the Covenants, although the SHPO reserves the right to require additional archeological investigations with respect to such areas.

5) In areas of the Property described in Paragraph 4, the SHPO hereby expressly and irrevocably grants permission to the CDA and to all subsequent owners, operators, tenants or occupants of the Property for any and all disturbance of the ground surface associated with: (i) the planting of any plants, flowers, trees, bushes, shrubs or other living things for landscaping purposes; and (ii) repair or replacement of existing water, sewer, gas or other utility lines in existing utility trenches.

6) While the Property remains under the CDA's jurisdiction, the CDA shall ensure that the SHPO has the opportunity to review, comment upon and approve any undertaking involving disturbance of the ground, except those exempted by Paragraphs 1 and 5, before the undertaking is initiated.

7) Notwithstanding anything to the contrary in this Agreement, if any buried human remains are discovered during the course of any disturbance of the ground at the Property otherwise authorized by this Agreement, all such disturbance shall cease and the CDA or any subsequent owner, operator, tenant or occupant of the Property shall inform the SHPO of the discovery and shall not resume such activity without the consent of the SHPO.

8) The CDA shall ensure that if the historic buildings described in the Covenants (the "Historic Buildings") are vacant that they are maintained pursuant to the Secretary of the Interior's *Standards for Rehabilitation and the Guidelines for Rehabilitating Historic Buildings* and NAVFAC MO-913, *Historic Structures Preservation Manual* (collectively referred to as "standards") to minimize deterioration.

9) While any of the Historic Buildings remains under the CDA's jurisdiction, the CDA will ensure that the SHPO has the opportunity to review, comment on and approve any undertaking affecting such building, except those exempted in Paragraph 9, before the undertaking is initiated.

10) The following activities proposed by the CDA, or any subsequent owner, operator, tenant or occupant, are specifically exempt from review by the SHPO and do not require approval of the SHPO:

A. Activities involving non-historic properties which will have no impact upon historic properties.

B. In-kind¹ street, sidewalk, curbing and parking area resurfacing, and in-kind repair or replacement of site improvements including but not limited to fences, retaining walls and landscaping where no additional right-of-way is required within a historic district.

C. Removal of dead or unsalvageable trees.

D. Modifications to interiors of Historic Buildings when no structural alteration is involved and when the visual character of the property shall not be affected such as:

1. Plumbing rehabilitation/replacement including but not limited to pipes and fixtures.

2. HVAC system rehabilitation/replacement including but not limited to furnaces, pipes, ducts, radiators or other HVAC units.

3. Electrical wiring: including but not limited to switches and receptacles.

4. Interior surface treatments (floors, walls, ceilings, decorative plaster, woodwork): provided the work is limited to repainting, in-kind patching, refinishing, re-papering or replacing carpet or vinyl floor materials.

5. Interior feature treatments including but not limited to doors, moldings, fireplaces and mantels provided the work is limited to in-kind repair, patching, repainting and refinishing.

6. Insulation provided it is restricted to ceilings and attic spaces.

¹ For the purposes of this agreement, the phrase "in-kind" is defined as using the same material, form and design or compatible substitute material if the form and design as well as the substitute material convey the same visual appearance of the existing feature.

E. Minor, in-kind repair or replacement of building or site features as part of emergency repair, or routine maintenance not part of a larger project.

F. Minor, in-kind modifications to exteriors of Historic Buildings, such as:

1. Caulking, weather-stripping, re-glazing, scraping and/or repainting.
2. Flat or shallow pitch roof repair/replacement (shallow pitch is understood to have a rise-to-run ratio equal to or less than 3" to 12").
3. Window repair and/or replacement in-kind. In-kind is understood to mean new windows that duplicate the material, dimensions, design, detailing and operation of the historic windows, as well as:
 - (a) repair, scraping, repainting of existing windows, and
 - (b) in-kind replacement of window sash, glass and hardware, including jamb tracks, and
 - (c) in-kind replacement of damaged and non-operable transoms.
4. Storm windows and doors, provided that they conform to the shape and size of the historic windows and doors. The meeting rail of storm windows must coincide with that of the existing sash. Color should match trim, mill finish aluminum is not acceptable.
5. In-kind repair/replacement of exterior features. The new features/items will duplicate the material, dimensions and detailing of the original. Features include:
 - (a) Porches, railings, posts/columns, brackets, cornices, steps, flooring, and other decorative treatments, and
 - (b) Roofs, and
 - (c) Siding, and

(d) Exterior architectural details and features, and

(e) Cellar/bulkhead doors

(f) Doors

(g) Gutters and downspouts.

6. Masonry repair using material, mortar composition, color, joint profile and width, which match the historic materials.

G. Environmental restoration and remediation of hazards, which pose a threat to human health and the environment, but do not have the potential to affect historic property(ies).

11) The CDA will be responsible for the recordation of any Historic Building prior to its demolition, alteration, or rehabilitation, which results in an adverse effect while the CDA continues to remain as the owner of the property. The CDA will also cause the recordation of the historic buildings prior to the transfer of such property except where the deed covenant in Attachment 1 is included in the conveyance. Provided that property is still under the jurisdiction of the CDA, the CDA shall consult with the State to determine what level of documentation is required to record the property to be affected.

12) The CDA may transfer parcels at NWIRP which contain historic and archaeological resources as may be necessary or appropriate to meet its goals and objectives for the property. Transfers involving structures eligible for listing on the National Register of Historic Places or archaeologically sensitive areas will include the appropriate covenant as set forth in Attachment 1.

13) This Agreement may be amended by a writing signed by both parties.

14) EXECUTION of this Agreement and implementation of its terms evidence that the CDA has afforded the State an opportunity to comment on the treatment of historic and archaeological resources at the former Naval Weapons Industrial Reserve Plant Calverton, New York, and associated effects on historic and archaeological resources, and that the CDA has taken into account the effects of the undertaking on historic and archaeological resources.

FOR THE COMMUNITY DEVELOPMENT AGENCY OF RIVERHEAD, NEW YORK:

By: Vincent D. Villillo Date: August 27, 1998.

FOR THE NEW YORK STATE HISTORIC PRESERVATION OFFICER

By: J.W. Alden Date: 27 August '98

1/23/98 ✓

ATTACHMENT 3

STANDARD ARCHEOLOGICAL COVENANT

In consideration of the conveyance of the real property that includes the (*name of area of archeological sensitivity/archaeological site (whichever is appropriate)*) located in Suffolk County, State of New York, which is more fully described as: (*Insert legal description*), the Grantee hereby covenants on behalf of himself/herself/itself, his/her/its heirs, successors and assigns at all times to the New York State Historic Preservation Officer (NY SHPO) to maintain and preserve the (*name of area of archeological sensitivity/archaeological site (whichever is appropriate)*) as follows:

[Handwritten signature]
[Handwritten date: 5/20/98]

1. No disturbance of the ground surface ~~or any other thing~~ shall be undertaken or permitted to be undertaken on (*name of area of archeological sensitivity/archaeological site (whichever is appropriate)*) which would affect the physical integrity of (*name of area of archeological sensitivity/archaeological site (whichever is appropriate)*) without the express prior written permission of the NY SHPO, signed by a fully authorized representative thereof. Should the NY SHPO require, as a condition of the granting of such permission, that the Grantee conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the (*name of area of archeological sensitivity/archaeological site (whichever is appropriate)*), the Grantee shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and the State of New York's Standards for Cultural Resource Investigations and the Curation of Archeological Collections in New York State.

[Handwritten signature]
[Handwritten date: 6/24/98]

2. The Grantee shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing ~~the~~ (*name of area of archeological sensitivity/archaeological site*) and shall promptly report any such disturbance to the NY SHPO.

3. The Grantee will allow the NY SHPO or his/her designee, upon reasonable advance notice to the Grantee, an annual inspection of (*name of area of archeological sensitivity/archaeological site (whichever is appropriate)*) in order to ascertain whether the Grantee is complying with the conditions of this covenant.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. Government or upon 60 days prior notice to the U.S. Government the NY SHPO may, following reasonable notice to the Grantee, institute a suit to enjoin said violation or to require the restoration of (*name of area of archeological sensitivity/archaeological site (whichever is appropriate)*).

* the soil or subsurface material of the Property in any manner that is reasonably likely to have an effect on the archaeologically significant or sensitive portion of the Property,

1/23/98

5. The failure of the U.S. Government or the NY SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the U.S. Government or the NY SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant is binding on Grantee, his/her/its heirs, successors and assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any other lesser estate in (*name of area of archaeological sensitivity/archaeological site (whichever is appropriate)*), or any part thereof.

7. This covenant shall be binding servitude upon the real property that includes (*name of area of archaeological sensitivity/archaeological site (whichever is appropriate)*) and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

(end of Attachment 3)

1/23/98

ATTACHMENT 4

STANDARD PRESERVATION COVENANT

In consideration of the conveyance of the real property that includes the (name of property) located in Suffolk County, State of New York, the Grantee hereby covenants on behalf of itself, its successors and assigns, to the New York State Historic Preservation Officer (NY SHPO) to preserve and maintain (name of property), in a manner that preserves and maintains the attributes that contribute to the eligibility of the (name of property), of which said real property is a part, for listing on the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the NY SHPO, and views from, to, and across the property.

REC 6/24/98

1. The [name of property] will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on (name of property) that would materially affect the integrity or the appearance of the attributes described above without prior approval of the NY SHPO and a record of such.

2. Upon acquisition of the property, the Grantee will ~~take prompt action~~ to secure the property from the elements, vandalism, and arson, and will undertake ~~any stabilization that may be required to prevent deterioration~~. The Grantee will be responsible for ~~this security and stabilization~~ to the same extent required of the Grantor, the United States of America, at the time of deed transfer. The Grantee will make every effort to retain or reuse, to the extent practicable, the historic structures.

*** such obli atic

**** reasonable REC 6/24/98

3. In the event that archeological materials are encountered during construction or ground-disturbance activities, work shall cease in the immediate area until the NY SHPO is consulted and provides written permission to recommence work. Should the NY SHPO require, as a condition of the granting of such permission, that the Grantee conduct archeological survey data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the archeological resources the Grantee shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and the State of New York's Standards for Cultural Resource Investigations and the Curation of Archaeological Collections in New York State.

* promptly take all reasonable efforts

** all reasonable efforts to maintain the physical integrity of the premises (name of property) in such manner as to protect the same from deteriorating.

1/23/98

4. The Grantee will allow the NY SHPO or his/her designee, upon reasonable advance notice to the Grantee, an annual inspection of *(name of property)* in order to ascertain whether the Grantee is complying with the conditions of this covenant.

5. The Grantee will provide the NY SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of *(name of property)*.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. Government or upon 60 days prior notice to the U.S. Government the NY SHPO may, following reasonable notice to the Grantee, institute suit to enjoin said violation or to require the restoration of *(name of property)*.

7. The failure of the U.S. Government or the NY SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the U.S. Government or the NY SHPO of any other right or remedy or the use of such right or remedy at any other time.

8. This covenant is binding on the Grantee, his/her/its heirs, successors and assigns, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by the Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any lesser estate in *(name of property)*, or any part thereof.

(end of attachment 4)

1/23/98

ATTACHMENT 5**STANDARD LEASE LANGUAGE**

Text to appear in the body of any Lease for historic property:

" The Leased Premises is potentially eligible for listing on the National Register of Historic Places. Lessee and any sublessee shall ensure compliance with Section 106 of the national Historic Preservation Act (16 U.S.C. 470f) in the operation, maintenance and improvement of the Leased Premises."

ALTERATIONS.

1. No additions to, or alterations of, the Leased Premises, including the related personal property, shall be made without the prior written consent of the Government's Authorized Contracting Officer or his authorized representative, which consent shall not be unreasonably withheld. Requests for additions or alterations shall be completed and submitted to the Government in accordance with the "Procedures for Government Review of Proposed Additions, Alterations or Improvements to Leased Premises by Lessee or Sublessee" ("Exhibit "E"). The Government shall respond in writing to such submission, which shall include an explanation of such response based on the following schedule: 1) within thirty (30) days of receipt of the submission for projects with a total value of \$100,000 or less; and 2) within sixty (60) days of receipt of the submission for projects with a total value of more than \$100,000. Should the Government fail to provide a written reply within the time frames described above: a) the silence shall be deemed a rejection of the proposed alterations or additions pending a formal written response from the Government; and b) at Lessee's request, the Government shall meet with the Lessee within a reasonable period of time to discuss its reasons.

The Lessee shall not construct, or make or permit its sublessees or assigns to construct or make, any substantial alterations, additions, or improvements to, or installations upon, or otherwise modify or alter the Leased Premises in any way which may adversely affect the cleanup, human health, the environment or, the historical character without the prior written consent of the Government. Such consent may involve a requirement to provide the Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interest of the Government. For construction or alterations, additions, modifications, improvements or installations (collectively "work") in the proximity of operable units that are a part of a Navy Installation Restoration Program, such consent may include a requirement for written approval by the Government's Remedial Project Manager. Upon termination, revocation, or surrender of this lease, in whole or in part, the Lessee shall, at the option of and to the extent directed by the Government, either:

1/23/98

1.1 Promptly remove all alterations, additions, modifications, improvements, and installations, including, but not limited to, Lessee's or sublessee's trade fixtures, made or installed on the Designated Facility(ies) subject to the termination, revocation or surrender, and restore the same including related personal property to the same or as good condition as existed on the date the respective sublease as reflected in the Joint Inspection Report, subject, however, to ordinary wear and tear; or

1.2 Abandon such additions or alterations to the Designated Facility(ies), subject to the termination, revocation, or surrender in place, at which time title to said alterations, improvements, and additions shall vest in the Government.

2. Notwithstanding anything set forth herein to the contrary, Lessee or its sublessee may, at its (or their) sole discretion, remove any of its (or their) equipment or trade fixtures installed on the Designated Facility(ies) subject to termination, revocation, or surrender, or attached to the Leased Premises, provided, however, it (they) shall restore the Leased Premises to the condition that existed on the date of the respective sublease, as reflected in the Join Inspection Report, subject, however, to ordinary wear and tear."

Summary of Exhibit "E" titled "*Procedures for Government Review of Proposed Additions, Alterations, or Improvements Leased Premises by Lessee or Sublessee*":

The lessee or sublessee submits written documentation to the Navy at the planning or pre-design stage. Subsequent submittals are required as necessary, depending on complexity and potential impact of alterations. The information required in the alteration documentation includes (as appropriate): description of proposed construction; description of the (intended) type of use; documentation of compliance with applicable building codes or other laws; description of new material to be stored on premises; and, number of additional persons that will occupy the premises.

(end of Attachment 5)

ILKIE FARR & GALLAGHER

FAX TRANSMISSION

Three Lafayette Centre 1155 21st St., N.W. Suite 600 Washington, D.C. 20036-3384 (202) 328-8000

October 20, 1998

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FROM: John P. Dean

Room No.:

Phone No.: 202-429-4722

Richard Rosenberg (516) 222-6209

Steven D. Klein (212) 728-8111

Andrea H. Lohneiss (516) 727-6712

SHPO has finally forwarded the attached documentation standards for the operation of the Calverton facility. Please call me to discuss how you wish to proceed.

Confidentiality Note:

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Commissioner

New York State Office of Parks, Recreation and Historic Preservation
Historic Preservation Field Services Bureau
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518-237-8643

MEMORANDUM

10/19/98

Post-it® Fax Note	7671	Date	10/19	# of pages	1
To	John Dean	From	Julian Adams		
Co./Dept.		Ca.			
Phone #		Phone #			
Fax #		Fax #			

TO: John Dean

FROM: Julian M. Adams/NISHP

SUBJECT: Documentation requirements for the Calverton Naval Base

The following are basic documentation/recording requirements for the National Register Eligible Buildings in question at the Former Naval Weapons Industrial Reserve Plant at Calverton.

1. Photographs of exterior elevations. At least one view of each elevation of each building, taking care to include the entire elevation. It would also be helpful to take several pictures showing the building(s) in their context.
2. Representative detail views, in particular main entry doorways and other entries. If the building does not have a "main" entry, major openings, bays, or other such features should be photographed.
3. Selected representative interior views. If the building has any major or significant interior spaces, these should be documented. Other smaller, repetitive spaces can be documented "representatively", showing only a few.

The OPRHP should be provided with 2 copies of the documentation noted above for archival storage in the FSB files and the New York State Archives. A copy of the documentation shall also be provided to the Riverhead Free Library, 330 Court Street, Riverhead, NY, 11901, and the Suffolk County Historic Society, 300 West Main Street, Riverhead, NY 11901.

6. This covenant is binding on GRANTEE, his/her/its heirs, successors and assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any other lesser estate in the property described as Tract "1" above or any part thereof.

7. This covenant shall be binding servitude upon the real property that includes the property described as Tract "1" above and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence the GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

Historic Preservation Covenant:

In consideration of the conveyance of the property that includes the premises specifically protected by historic preservation covenants and consisting of three separate parcels ("H1, H2, and H3") collectively referred to herein as Parcel "H" and more fully described as follows:

PARCEL "H1" - PLANT 06

A parcel within real property to be transferred from the United States of America to the Town of Riverhead; said parcel transfer to be subject to covenants pertaining to placement of said parcel on the National Register of Historic Places

Said property being located in the hamlet of Calverton, in the Town of Riverhead, County of Suffolk, State of New York and being as more particularly described as follows:

All references to bearings and/or coordinates herein refer to the Long Island Grid of the New York State Coordinate System.

Beginning at a point (North 251645.71 and East 2333383.01) located on the northerly side of a private road (No Name), 125 feet \pm west of the centerline of Main Road East (a private road) and 1405 feet \pm north of the northerly side of Swan Pond Road;

Thence, from said point of beginning, through land of the United States of America, the following four (4) courses and distances:

1. S. 85 degrees, 50 minutes, 00 seconds W., a distance of 771.31 feet;
2. N. 04 degrees, 10 minutes, 00 seconds W., a distance of 611.18 feet;

Quitclaim Deed - Calverton NWIRP

3. N. 85 degrees, 50 minutes, 00 seconds E., a distance of 771.31 feet;
4. S. 04 degrees, 10 minutes, 00 seconds E., a distance of 611.18 feet to the point or place of beginning.

Said parcel having an area of 10.82 acres more or less.

Said parcel also appearing on the Suffolk County Tax Map Atlas as part of Lot 600-35-01-02.

PARCEL "H2" - PLANT 07

A parcel within real property to be transferred from the United States of America to the Town of Riverhead; said parcel transfer to be subject to covenants pertaining to placement of said parcel on the National Register of Historic Places

Said property being located in the hamlet of Calverton, in the Town of Riverhead, County of Suffolk, State of New York and being as more particularly described as follows:

All references to bearings and/or coordinates herein refer to the Long Island Grid of the New York State Coordinate System.

Beginning at a point (North 254735.92 and East 2333134.17) located 17 feet \pm west of the centerline of Main Road East (a private road) and 4510 feet \pm north of the northerly side of Swan Pond Road;

Thence, from said point of beginning, through land of the United States of America, the following four (4) courses and distances:

1. S. 41 degrees, 20 minutes, 00 seconds W., a distance of 632.39 feet;
2. N. 48 degrees, 40 minutes, 00 seconds W., a distance of 571.65 feet;
3. N. 41 degrees, 20 minutes, 00 seconds E., a distance of 632.39 feet;
4. S. 48 degrees, 40 minutes, 00 seconds E., a distance of 571.65 feet to the point or place of beginning.

Said parcel having an area of 8.30 acres more or less.

Said parcel also appearing on the Suffolk County Tax Map Atlas as part of Lot 600-135-01-02.

PARCEL "H3" - ANECHOIC CHAMBER

A parcel within real property to be transferred from the United States of America to the Town of Riverhead; said parcel transfer to be subject to covenants pertaining to placement of said parcel on the National Register of Historic Places

Said property being located in the hamlet of Calverton, in the Town of Riverhead, County of Suffolk, State of New York and being as more particularly described as follows:

All references to bearings and/or coordinates herein refer to the Long Island Grid of the New York State Coordinate System.

Beginning at a chain link fence post corner (North 253816.29 and East 2333825.46), which fence encompasses said building and forms the boundary of said parcel, said post being located 546 feet \pm east of the centerline of Main Road East (a private road) and 3507 feet \pm north of the northerly side of Swan Pond Road;

Thence, from said point of beginning, through land of the United States of America, the following six (6) courses and distances along the said fence:

1. N. 18 degrees, 04 minutes, 06 seconds W., a distance of 239.35 feet;
2. N. 40 degrees, 20 minutes, 29 seconds E., a distance of 225.37 feet;
3. S. 49 degrees, 41 minutes, 35 seconds E., a distance of 297.37 feet;
4. S. 40 degrees, 28 minutes, 48 seconds W., a distance of 206.54 feet;
5. S. 50 degrees, 18 minutes, 31 seconds W., a distance of 38.59 feet;
6. S. 79 degrees, 23 minutes, 29 seconds W., a distance of 137.00 feet to the point or place of beginning.

Said parcel having an area of 1.97 acres more or less.

Said parcel also appearing on the Suffolk County Tax Map Atlas as part of Lot 600-35-01-02.

The GRANTEE hereby covenants on behalf of itself, its successors and assigns, to the New York State Historic Preservation Officer (NY SHPO) to preserve and maintain the premises described as Parcel "H" above, in a manner that preserves and maintains the attributes that contribute to the eligibility of the premises described as Parcel "H" above for listing on the National Register of Historic Places. Such attributes include exterior features (including

A

B

C

D

7

8

facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the NY SHPO, and views from, to, and across the property.

1. The premises described as Parcel "H" above will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on the premises described as Parcel "H" above that would materially affect the integrity or the appearance of the attributes described above without prior approval of the NY SHPO and a record of such.

2. Upon acquisition of the premises described as Parcel "H" above, the GRANTEE will promptly take all reasonable efforts to secure the premises described as Parcel "H" above from the elements, vandalism, and arson, and will undertake all reasonable efforts to maintain the physical integrity of the premises described as Parcel "H" above in such a manner as to protect the same from deteriorating. The GRANTEE will be responsible for such obligation to the same extent required of the GOVERNMENT at the time of deed transfer. The GRANTEE will make every reasonable effort to retain or reuse, to the extent practicable, the historic structures.

3. In the event that archeological materials are encountered during construction or ground-disturbance activities, work shall cease in the immediate area until the NY SHPO is consulted and provides written permission to recommence work. Should the NY SHPO require, as a condition of the granting of such permission, that the GRANTEE conduct archeological survey data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the *archeological resources* the GRANTEE shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and the State of New York's Standards for Cultural Resource Investigations and the Curation of Archaeological Collections in New York State by the New York Archaeological Council (Adopted by the New York State Office of Parks, Recreation and Historic Preservation (copyright 1994).

4. The GRANTEE will allow the NY SHPO or his/her designee, upon reasonable advance notice to the GRANTEE, an annual inspection of the premises described as Parcel "H" above in order to ascertain whether the GRANTEE is complying with the conditions of this covenant.

5. The GRANTEE will provide the NY SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of the premises described as Parcel "H" above.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. GOVERNMENT or upon 60 days prior notice to the U.S. GOVERNMENT the NY SHPO may, following reasonable notice to the GRANTEE,

Quitclaim Deed - Calverton NWTRP

institute suit to enjoin said violation or to require the restoration of the premises described as Parcel "H" above.

7. The failure of the U.S. GOVERNMENT or the NY SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the U.S. GOVERNMENT or the NY SHPO of any other right or remedy or the use of such right or remedy at any other time.

8. This covenant is binding on the GRANTEE, his/her/its heirs, successors and assigns, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by the GRANTEE, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any lesser estate in the premises described as Parcel "H" above, or any part thereof.

Lead-Based Paint and Asbestos Covenant:

The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that it will comply with all applicable Federal, state and local laws relating to asbestos and lead-based paint in its use and occupancy of the property (including demolition and disposal of existing structures).

FAA Construction:

The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns that all construction, alterations, or improvements on the property, of whatever type or nature, shall comply with all applicable requirements set forth in *14 CFR Part 77*, entitled "Objects Affecting Navigable Airspace," and issued under the authority of the Federal Aviation Act of 1958, as amended.

Non-Discrimination:

The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns not to discriminate upon the basis of race, age, color, sex, religion, or national origin in the use, occupancy, sale or lease of the property described as Tract "1" above.

Notices

The address for notices to each of the parties hereto is as follows:

GOVERNMENT:

Commanding Officer
Northern Division, Naval Facilities Engineering Command
10 Industrial Highway, MSC 82
Lester, PA 19113-2090

Said parcel also appearing on the Suffolk County Tax Map Atlas as part of Lot 600-35-01-02.

Archaeological Covenant:

In consideration of the conveyance of the property that includes the property described as Tract "1" above, located in Suffolk County, State of New York, the GRANTEE hereby covenants on behalf of himself/herself/itself, his/her/its heirs, successors and assigns at all times to the New York State Historic Preservation Officer (NY SHPO) to maintain and preserve the property described as Tract "1" above as follows:

1. No disturbance of the ground surface shall be undertaken or permitted to be undertaken on the property described as Tract "1" above which would affect the physical integrity of the property described as Tract "1" without the express prior written permission of the NY SHPO, signed by a fully authorized representative thereof. Should the NY SHPO require, as a condition of the granting of such permission, that the GRANTEE conduct archaeological data recovery operations or other activities designed to mitigate the adverse effects of the proposed activity on the property described as Tract "1" above, the GRANTEE shall at his/her/its own expense conduct such activities in accordance with the Secretary of Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344- and the State of New York's Standards for Cultural Resource Investigations and the Management of Archaeological Collections in New York State by the New York Archaeological Council (Adopted by the New York State Office of Parks, Recreation and Historic Preservation (copyright 1994).

2. The GRANTEE shall make every reasonable effort to prohibit any person from digging or otherwise disturbing the soil or subsurface material of the property in any way that is reasonably likely to have an effect on any archaeologically significant or historic portion of the property described as Tract "1" above and shall promptly report any disturbance to the NY SHPO.

3. The GRANTEE will allow the NY SHPO or his/her designee, upon reasonable notice to the GRANTEE, an annual inspection of the property described as Tract "1" above in order to ascertain whether the GRANTEE is complying with the conditions of this covenant.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. GOVERNMENT or upon 60 days prior notice to the U.S. GOVERNMENT the NY SHPO may, following reasonable notice to the GRANTEE, seek to enjoin said violation or to require the restoration of the property described as Tract "1" above.

5. The failure of the U.S. GOVERNMENT or the NY SHPO to exercise any right granted under this covenant shall not have the effect of waiving or limiting the right of the U.S. GOVERNMENT or the NY SHPO of any other right or remedy or the right of remedy at any other time.

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New York State Department of Environmental Conservation
Division of Environmental Permits, Region One
Building 40 - SUNY, Stony Brook, New York 11790-2356
Phone: (631) 444-0365 • FAX: (631) 444-0360
Website: www.dec.state.ny.us



August 31, 2001

Mr. Jan Burman
Calverton Camelot LLC
Hempstead Turnpike
Suite 401
East Meadow, NY 11554

RE: Calverton Camelot 4-Lot Subdivision at Calverton
DEC # 1-4730-01050/0000I

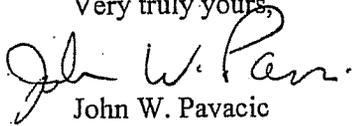
Dear Mr. Burman:

In conformance with the requirements of the State Uniform Procedures Act (Article 70; ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing your permit. Please read all conditions carefully. If you are unable to comply with any conditions, please contact us at the above address.

Please note that the mutually-approved covenant language has been incorporated into special conditions within the permit. Additional separate, full-size copies of the covenant language is attached as well for your convenience.

Also enclosed is a permit sign which is to be conspicuously posted at the project site and protected from the weather.

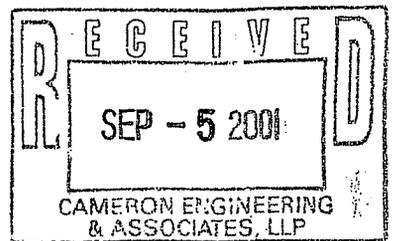
If you have any additional questions, please feel free to contact me.

Very truly yours,

John W. Pavacic
Regional Permit Administrator

JWP/jp

Enclosure

- cc: Ray E. Cowen, P.E., Regional Director, NYSDEC Region 1
- Steve Lorence, Regional Manager, Bureau of Habitat, NYSDEC Region 1
- James O'Callaghan, P.E., Manager, Cameron Engineering and Associates, LLP
- Janice Jijina, AICP, Project Manager, Cameron Engineering and Associates, LLP
- Peter Pitsiokis, Esq.
- Robert Kozakiewicz, Town Supervisor, Town of Riverhead
- Dawn Thomas, Town Attorney, Town of Riverhead





PERMIT

Under the Environmental Conservation Law

DEC PERMIT NUMBER 1-4730-01050/00001
FACILITY/PROGRAM NUMBER(S)

EFFECTIVE DATE August 31, 2001
EXPIRATION DATE(S) August 31, 2006

TYPE OF PERMIT New Renewal Modification Permit to Construct Permit to Operate

- | | | |
|--|---|---|
| <input type="checkbox"/> Article 15, Title 5: Protection of Waters | <input type="checkbox"/> 6NYCRR 608: Water Quality Certification | <input type="checkbox"/> Article 27, Title 7; 6NYCRR 360: Solid Waste Management |
| <input type="checkbox"/> Article 15, Title 15: Water Supply | <input type="checkbox"/> Article 17, Titles 7, 8: SPDES | <input type="checkbox"/> Article 27, Title 9; 6NYCRR 373: Hazardous Waste Management |
| <input type="checkbox"/> Article 15, Title 15: Water Transport | <input type="checkbox"/> Article 19: Air Pollution Control | <input type="checkbox"/> Article 34: Coastal Erosion Management |
| <input type="checkbox"/> Article 15, Title 15: Long Island Wells | <input type="checkbox"/> Article 23, Title 27: Mined Land Reclamation | <input type="checkbox"/> Article 36: Floodplain Management |
| <input checked="" type="checkbox"/> Article 15, Title 27: Wild, Scenic and Recreational Rivers | <input type="checkbox"/> Article 24: Freshwater Wetlands | <input type="checkbox"/> Articles 1, 3, 17, 19, 27, 37; 6NYCRR 380: Radiation Control |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Article 25: Tidal Wetlands | |

PERMIT ISSUED TO Calverton Camelot LLC		TELEPHONE NUMBER (516) 731-9100	
ADDRESS OF PERMITTEE Hempstead Turnpike Suite 401 East Meadow, NY 11554			
CONTACT PERSON FOR PERMITTED WORK Janice Jijina, AICP, Project Manager Cameron Engineering and Associates, LLP 3 Aerial Way Suite 100 Syosset, NY 11791-5598		TELEPHONE NUMBER (516) 827-4900	
NAME AND ADDRESS OF PROJECT/FACILITY Calverton Camelot 4062 Grumman Blvd. Calverton, NY 11933			
LOCATION OF PROJECT/FACILITY Calverton Enterprise Park N/O Grumman Blvd., E/O Wading River Rd., S/O Route 25, Calverton			
COUNTY Suffolk	TOWN Riverhead	WATERCOURSE Peconic River	NYTM COORDINATES E: 686.3 N: 4531.4
DESCRIPTION OF AUTHORIZED ACTIVITY: Subdivision of a 2,566.90-acre parcel into 4 lots on the Calverton Enterprise Park property. All work shall be in accordance with attached NYSDEC-stamped approved plans date-stamped August 31, 2001.			

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, the General Conditions specified (see page 2) and any Special Conditions included as part of this permit.

PERMIT ADMINISTRATOR: John W. Pavacic	ADDRESS NYSDEC Region 1, Division of Environmental Permits, Bldg. #40, SUNY, Stony Brook, NY 11790-2356
AUTHORIZED SIGNATURE <i>John W. Pavacic</i>	DATE August 31, 2001
Page 1 of 10	

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, agents, and assigns for all claims, suits, actions, damages, and costs of every name and description, arising out of or resulting from the permittee's undertaking of activities or operation and maintenance of the facility or facilities authorized by the permit in compliance or non-compliance with the terms and conditions of the permit.

Item B: Permittee to Require its Contractors to Comply with Permit

The permittee shall require its independent contractors, employees, agents and assigns comply with this permit, including all special conditions, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

GENERAL CONDITIONS**General Condition 1: Facility Inspection by the Department**

The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when written or verbal notification is provided by the Department at least 24 hours prior to such inspection.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

General Condition 2: Relationship of this Permit to Other Department Orders and Determinations

Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

General Condition 3: Applications for Permit Renewals or Modifications

The permittee must submit a separate written application to the Department for renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing.

The permittee must submit a renewal application at least:

- a) 180 days before expiration of permits for State Pollutant Discharge Elimination System (SPDES), Hazardous Waste Management Facilities (HWMF), major Air Pollution Control (APC) and Solid Waste Management Facilities (SWMF); and
- b) 30 days before expiration of all other permit types.

Submission of applications for permit renewal or modification are to be submitted to:

NYSDEC Regional Permit Administrator, Region 1, SUNY Bldg #40, Stony Brook, NY 11790-2356

General Condition 4: Permit Modifications, Suspensions and Revocations by the Department

The Department reserves the right to modify, suspend or revoke this permit when:

- a) the scope of the permitted activity is exceeded or a violation of any condition of the permit or provisions of the ECL and pertinent regulations is found;
- b) the permit was obtained by misrepresentation or failure to disclose relevant facts;
- c) new material information is discovered; or
- d) environmental conditions, relevant technology, or applicable law or regulation have materially changed since the permit was issued.

ADDITIONAL GENERAL CONDITIONS FOR ARTICLES 15 (TITLE 5), 24, 25, 34 AND 6NYCRR PART 608

(Wild, Scenic and Recreational Rivers)

1. If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.
2. The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
3. Granting of this permit does not relieve the applicant of the responsibility of obtaining any other permission, consent or approval from the U.S. Army Corps of Engineers, U.S. Coast Guard, New York State Office of General Services or local government which may be required.
4. All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
5. Any material dredged in the conduct of the work herein permitted shall be removed evenly, without leaving large refuse piles, ridges across the bed of a waterway or floodplain or deep holes that may have a tendency to cause damage to navigable channels or to the banks of a waterway.
6. There shall be no unreasonable interference with navigation by the work herein authorized.
7. If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.
8. If granted under 6NYCRR Part 608, the NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.
9. At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work and, if required, a survey.
10. All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or his agent as part of the permit application.

Such approved plans were prepared by Cameron Engineering & Associates LLP and John C. Ehlers, Land Surveyor in December 2000 with latest revision date of 8/29/01 and by Cameron Engineering & Associates with no date but entitled "Calverton Camelot WSRR Notice Covenant Schedule A," "Calverton Camelot Cultural Resource Covenant Schedule A, B and C" and "Calverton Camelot 500-foot Buffer Covenant Schedule A and B."

SPECIAL CONDITIONS

1. No further subdivision of any portion of the project site shall occur within the Wild, Scenic and Recreational River boundary without NYSDEC approval.

2. **WSRR Covenant Special Condition**

Within ninety (90) calendar days of the effective date of this permit, the Permittee shall have the following notice covenant recorded with the Clerk of Suffolk County. Within thirty (30) days of the date that the covenant is recorded, the Permittee shall submit to the Regional Permit Administrator for NYSDEC Region One and the Regional Manager for the Bureau of Habitat for NYSDEC Region One, both located at Building 40, SUNY Campus, Stony Brook, New York 11790-2356, proof that the covenant has been recorded. All correspondence concerning the covenant must be forwarded via certified, return receipt mailing and must contain the permit number assigned to this Permit.

DECLARATION OF NOTICE COVENANT

THIS DECLARATION, made this ____ day of _____, 2001, by the Town of Riverhead Community Development Agency, a New York public benefit corporation with offices at 200 Howell Avenue, Riverhead, New York, and by Calverton Camelot, LLC, having its principal offices located at 2545 Hempstead Turnpike, East Meadow, New York (hereinafter together referred to as the "DECLARANT"), and as owner of certain lands situate at Enterprise Park at Calverton, 4062 Grumman Boulevard, Calverton, Town of Riverhead, County of Suffolk, State of New York, more particularly described in Schedule "A" - attached hereto, containing both a survey and a metes and bounds description (hereinafter referred to as the "Premises"), declares as follows:

WITNESSETH

WHEREAS, DECLARANT has applied to the New York State Department of Environmental Conservation (hereinafter referred to as the "NYSDEC"), for a four (4) lot Subdivision on the Premises, and

WHEREAS, the NYSDEC has determined by Issuance of Permit # 1-4730-01050/00001, effective the 31st day of August, 2001, that such permit approval be granted, provided that the DECLARANT make and record this Declaration and have same recorded with the intent of placing on notice heirs, successors and assigns of the DECLARANT, as well as all vendees, lessees, mortgagees, or other persons or entities acquiring an interest of whatever kind or nature in the Premises, that certain environmental statutes and regulations affect the use of and activity on portions of the Premises; and

WHEREAS, DECLARANT deems it to be in the best interest of DECLARANT, its heirs, successors and assigns, the Town of Riverhead, the County of Suffolk and State of New York, to provide notice regarding these certain statutes and regulations affecting the use of the affected portions of the Premises, and desires to hereby provide said notice herein;

NOW THEREFORE, in consideration of the foregoing, DECLARANT hereby declares that the said Premises are now held and shall be conveyed subject to the following:

1.) NYSDEC Regulated Freshwater Wetlands W-27, W-28, a portion of R-5 and a portion of the Wild, Scenic and Recreational River Boundary of the Peconic River (hereinafter referred to as "Regulated Areas") are located on portions of the Premises. Activities conducted in the Regulated Areas are subject to the provisions of Environmental Conservation Law (ECL) Articles 15 and 24, and the conduct of regulated activities may occur only pursuant to ECL Articles 15 and 24 if prior approval is given by the NYSDEC or its successor agency. Regulated activities include, but are not limited to clearing of vegetation; application of chemicals; excavation; grading and filling; and the erection of any structure(s).

2.) It shall be the responsibility of the current owner as well as any heirs, successors, assigns, vendees, lessees, mortgagees, or other persons or entities acquiring an interest of whatever kind or nature in the Premises, to obtain a current description of all regulated activities from the NYSDEC, or its successor agency, for the purpose of determining what is considered a regulated activity.

Any regulated activity proposed within 100 feet of the boundaries of any NYSDEC-regulated freshwater wetland, including NYSDEC-regulated wetlands R-5, W-27 and W-28, shall require prior approval from NYSDEC pursuant to Article 24 of the Environmental Conservation Law and its implementing regulations 6 NYCRR Part 663.

SPECIAL CONDITIONS

3.) DECLARANT and its heirs, successors and assigns shall refer to this notice in every instrument of conveyance to a grantee, vendee, lessee, mortgagee, or other person or entity acquiring an interest of whatever kind or nature in the premises, expressly subjecting the conveyance thereof to this notice. This notice, however, shall apply to and govern the use and occupancy of the Premises, notwithstanding the failure to set them forth or include them in an instrument of conveyance.

4.) This notice shall be construed to be in addition to and not in derogation or limitation of any relevant provisions of local, state, and federal laws, ordinances, or regulations in effect at the time of the execution of this agreement, or at the time such laws, ordinances, or regulations may thereafter be promulgated, amended, or revised.

5.) This notice shall be enforceable by the NYSDEC, by injunctive relief or other remedy in equity or at law. The failure of the NYSDEC to enforce the same shall not be deemed to affect the validity of this notice nor to impose any liability whatsoever upon the NYSDEC or any officer or employee thereof.

6.) This notice shall run with the land and shall be binding upon the DECLARANT, its heirs, successors and assigns, and upon all persons or entities claiming under them, and may be terminated, revoked, or amended only with the written consent of the NYSDEC. Further subdivision of all or any portion of the Premises described herein, which are located within the Wild, Scenic and Recreational River Boundary of the Peconic River, is subject to the prior approval of the NYSDEC or its successor agency.

7.) Failure to comply with this notice may subject the violator, in addition to any fines, penalties, and/or forfeitures prescribed by law, to pay for any and all reasonable legal fees and expenses incurred by any party in enforcing the statutes and regulations set forth herein.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be duly executed on the date and year first above written.

BY: _____
NAME: _____
TITLE: _____
for TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

BY: _____
NAME: _____
TITLE: _____
for CALVERTON CAMELOT, LLC

ACKNOWLEDGMENT

STATE OF NEW YORK)
) :ss.:
COUNTY OF _____)

On the _____ day of _____, 2001, before me, the undersigned, personally appeared: _____, 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 (s)he executed the same in his/her capacity, 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

3. Cultural Resources Covenant Special Condition

Within ninety (90) calendar days of the effective date of this permit, the Permittee shall have the following declaration of covenants and restrictions recorded with the Clerk of Suffolk County. Within thirty (30) days of the date that the declaration of covenants and restrictions is recorded, the Permittee shall submit to the Regional Permit Administrator for NYSDEC Region One, located at Building 40, SUNY Campus, Stony Brook, New York 11790-2356; proof that the declaration of covenants and restrictions has been recorded. All correspondence concerning the declaration of covenants and restrictions must be forwarded via certified, return receipt mailing and must contain the permit number assigned to this Permit.

SPECIAL CONDITIONS

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this ____ day of _____, 2001, by the Town of Riverhead Community Development Agency, a New York public benefit corporation with offices at 200 Howell Avenue, Riverhead, New York, and by Calverton Camelot, LLC, having its principal offices located at 2545 Hempstead Turnpike, East Meadow, New York (hereinafter together referred to as the "DECLARANT"), and as owner of certain lands situate at Enterprise Park at Calverton, 4062 Grumman Boulevard, Calverton, Town of Riverhead, County of Suffolk, State of New York, more particularly described in Schedule "A" - attached hereto, containing both a survey and a metes and bounds description (hereinafter referred to as the "Premises"), declares as follows:

WITNESSETH

WHEREAS, DECLARANT has applied to the New York State Department of Environmental Conservation (hereinafter referred to as the "NYSDEC"), for a four (4) lot Subdivision on the Premises, and

WHEREAS, the NYSDEC has determined by Issuance of Permit # 1-4730-01050/00001, effective the 31st day of August, 2001, that such permit approval be granted, provided that the DECLARANT make and record this Declaration setting forth certain covenants and restrictions regarding the use of the Premises; and

WHEREAS, DECLARANT deems it to be in the best interest of DECLARANT, its heirs, successors and assigns, the Town of Riverhead, the County of Suffolk and State of New York, to impose certain covenants and restrictions upon the use of portions of the Premises, and desires to hereby impose those covenants and restrictions;

NOW THEREFORE, in consideration of the foregoing, DECLARANT hereby declares that the said Premises are now held and shall be conveyed subject to the following covenants and restrictions:

- 1.) There are areas of archaeological sensitivity located within portions of the Premises. These archaeologically-sensitive areas are more particularly described in Schedule "B" - a Geographic Information System-generated map entitled "NWIRP Calverton Archaeological Sensitivity (Amended June 27, 2001) With Proposed Subdivision As An Overlay." More specifically these archaeologically-sensitive areas are described within Schedule "B" as "Area(s) of Moderate/Low Sensitivity (not subsurface tested)" or "Area(s) of High Sensitivity (Subsurface Tested)" - (hereinafter referred to as "Archaeologically Sensitive Areas"). Portions of said Archaeologically Sensitive Areas lie within 100 feet of New York State-regulated freshwater wetlands R-5, W-27 and W-28 and/or within the Wild, Scenic and Recreational River Boundary of the Peconic River. These Archaeologically Sensitive Areas are more particularly described in Schedule "C" - attached hereto, containing both a survey and a metes and bounds description of the Archaeologically Sensitive Areas.
- 2.) Activities proposed within these Archaeologically Sensitive Areas, as shown on Schedule "C," are subject to review and approval pursuant to the New York State Historic Preservation Act. Therefore, prior to the commencement of any activities proposed within these Archaeologically Sensitive Areas, including but not limited to clearing or cutting of vegetation, grubbing, excavation, grading, filling, construction, erection of any structures or any activity which would result in any disturbance to the existing ground surface or subsurface in these Archaeologically Sensitive Areas, the DECLARANT, its heirs, successors and assigns or any vendees, lessees, mortgagees, or other persons or entities acquiring an interest of whatever kind or nature in Premises containing Archaeologically Sensitive Areas, shall cause to be prepared a Stage 1B Cultural Resource Survey. Said Stage 1B Cultural Resource Survey shall be prepared by a qualified archaeologist in accordance with "Report Format For Cultural Resource Investigations" published by the New York State Department of Environmental Conservation and the professional standards set forth by the New York Archaeological Council (NYAC).
- 3.) Copies of the Stage 1B Cultural Resource Survey shall be submitted to both the NYSDEC and the State Historic Preservation Field Services Bureau of the New York State Office of Parks, Recreation and Historic Preservation. No activity shall occur on land shown on Schedule "C" which would result in a disturbance to the existing ground surface or subsurface in these archaeologically sensitive areas until both the NYSDEC, or its successor agency, and the Historic Preservation Field Services Bureau of the New York State Office of Parks, Recreation and Historic Preservation, or its successor agency, have reviewed the Stage 1B Cultural Resource Survey and have certified in writing that such activities may proceed. The Historic Preservation Field Services Bureau of the New

SPECIAL CONDITIONS

York State Office of Parks, Recreation and Historic Preservation may request additional information as required and if necessary in order to determine the impacts of the proposed activities on cultural resources. Said additional information may include the preparation by the owner of additional survey work including Stage 2 and Stage 3 Cultural Resource surveys and preservation of any extant cultural resources including their recovery, archiving and curation, or preservation in-situ.

4.) If, in the future, the map entitled "NWIRP Calverton Archaeological Sensitivity Amended June 27, 2001) With Proposed Subdivision As An Overlay" is revised such that the archaeologically-sensitive areas shown as "Area(s) of Moderate/Low Sensitivity (not subsurface tested)" or "Area(s) of High Sensitivity (Subsurface Tested)," are reduced in size due to revisions in the boundaries of these areas authorized by the New York State Office of Parks, Recreation and Historic Preservation, the provisions of this covenant will apply only to those reduced areas of archaeological sensitivity.

5.) DECLARANT and its heirs, successors and assigns shall refer to these covenants and restrictions in every instrument of conveyance to a grantee, vendee, lessee, mortgagee, or other person or entity acquiring an interest of whatever kind or nature in any area of the Premises containing the Archaeologically Sensitive Areas, expressly subjecting the conveyance thereof to these covenants and restrictions. These covenants and restrictions, however, shall apply to and govern the use and occupancy of any area of the Premises, as shown in Schedule "C," containing Archaeologically Sensitive Areas, notwithstanding the failure to set them forth or include them in an instrument of conveyance.

6.) These covenants and restrictions shall be construed to be in addition to and not in derogation or limitation of any relevant provisions of local, state, and federal laws, ordinances, or regulations in effect at the time of the execution of this agreement, or at the time such laws, ordinances, or regulations may thereafter be promulgated, amended, or revised.

7.) These covenants and restrictions shall be enforceable by the NYSDEC, by injunctive relief or other remedy in equity or at law. The failure of the NYSDEC to enforce the same shall not be deemed to affect the validity of these covenants and restrictions nor to impose any liability whatsoever upon the NYSDEC or any officer or employee thereof.

8.) These covenants and restrictions shall run with the land and shall be binding upon the DECLARANT, its heirs, successors and assigns, and upon all persons or entities claiming under them, and may be terminated, revoked, or amended only with the written consent of the NYSDEC or its successor agency.

9.) The State of New York and its respective agents, employees or other representatives shall have the right to enforce these covenants and restrictions.

10.) Any violation of these restrictions, covenants and agreements shall cause the violator, in addition to any fines, penalties, and/or forfeitures prescribed by law, to pay for any and all reasonable legal fees and expenses incurred by any party in enforcing the covenants, restrictions and agreements contained therein. Failure to comply with the filing of the aforementioned covenant and restrictions may result in permit revocation and/or the assessment of financial penalties against the applicant.

11.) If any section, subsection, paragraph, clause, phrase, or provision of these covenants and restrictions shall be adjudged illegal, unlawful, invalid, or held to be unconstitutional by a court of competent jurisdiction, that judgment shall not affect the validity of these covenants as a whole, or any provision hereof, other than the part so adjudged to be illegal, unlawful, invalid, or unconstitutional.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be duly executed on the date and year first above written.

BY: _____
 NAME: _____
 TITLE: _____

for TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

BY: _____
 NAME: _____
 TITLE: _____

for CALVERTON CAMELOT, LLC

SPECIAL CONDITIONS

ACKNOWLEDGMENT

STATE OF NEW YORK)
) :ss.:
 COUNTY OF _____)

On the _____ day of _____, 2001, before me, the undersigned, personally appeared: _____, 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 (s)he executed the same in his/her capacity, 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

4. Calverton Camelot 500-Foot-Buffer Covenant Special Condition

Within ninety (90) calendar days of the effective date of this permit, the Permittee shall have the following declaration of covenants and restrictions recorded with the Clerk of Suffolk County. Within thirty (30) days of the date that the declaration of covenants and restrictions is recorded, the Permittee shall submit to the Regional Permit Administrator for NYSDEC Region One and the Regional Manager for the Bureau of Habitat for NYSDEC Region One, both located at Building 40, SUNY Campus, Stony Brook, New York 11790-2356, proof that the declaration of covenants and restrictions has been recorded. All correspondence concerning the declaration of covenants and restrictions must be forwarded via certified, return receipt mailing and must contain the permit number assigned to this Permit.

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 2001, by the Town of Riverhead Community Development Agency, a New York public benefit corporation with offices at 200 Howell Avenue, Riverhead, New York, and by Calverton Camelot, LLC, having its principal offices located at 2545 Hempstead Turnpike, East Meadow, New York (hereinafter together referred to as the "DECLARANT"), and as owner of certain lands situate at Enterprise Park at Calverton, 4062 Grumman Boulevard, Calverton, Town of Riverhead, County of Suffolk, State of New York, more particularly described in Schedule "A" - attached hereto, containing both a survey and a metes and bounds description (hereinafter referred to as the "Premises"), declares as follows:

WITNESSETH

WHEREAS, DECLARANT has applied to the New York State Department of Environmental Conservation (hereinafter referred to as the "NYSDEC"), for a four (4) lot Subdivision on the Premises, and

WHEREAS, the NYSDEC has determined by Issuance of Permit # 1-4730-01050/00001, effective the 31st day of August, 2001, that such permit approval be granted, provided that the DECLARANT make and record this Declaration setting forth certain covenants and restrictions regarding the use of the Premises; and

WHEREAS, DECLARANT deems it to be in the best interest of DECLARANT, its heirs, successors and assigns, the Town of Riverhead, the County of Suffolk and State of New York, to impose certain covenants and restrictions upon the use of a portion of the Premises, and desires to hereby impose those covenants and restrictions;

NOW THEREFORE, in consideration of the foregoing, DECLARANT hereby declares that the said Premises are now held and shall be conveyed subject to the following covenants and restrictions:

- 1.) A 500-foot-wide buffer of existing natural vegetation shall be preserved in its present state and shall remain undisturbed in perpetuity along the north side of Grumman Boulevard, as more particularly described in Schedule "B" - attached hereto, containing both a survey and a metes and bounds description of the 500-foot-wide buffer (hereinafter referred to as the "Buffer"). The Buffer excludes any roadway rights-of-way, railroad tracks, perimeter security paths, runways, taxiways and concrete tie-downs.

SPECIAL CONDITIONS

2.) DECLARANT and its heirs, successors and assigns shall refer to these covenants and restrictions in every instrument of conveyance to a grantee, vendee, lessee, mortgagee, or other person or entity acquiring an interest of whatever kind or nature in any area of the Premises containing the Buffer, expressly subjecting the conveyance thereof to these covenants and restrictions. These covenants and restrictions, however, shall apply to and govern the use and occupancy of any area of the Premises containing the Buffer, notwithstanding the failure to set them forth or include them in an instrument of conveyance.

3.) These covenants and restrictions shall be construed to be in addition to and not in derogation or limitation of any relevant provisions of local, state, and federal laws, ordinances, or regulations in effect at the time of the execution of this agreement, or at the time such laws, ordinances, or regulations may thereafter be promulgated, amended, or revised.

4.) These covenants and restrictions shall be enforceable by the NYSDEC, by injunctive relief or other remedy in equity or at law. The failure of the NYSDEC to enforce the same shall not be deemed to affect the validity of these covenants and restrictions nor to impose any liability whatsoever upon the NYSDEC or any officer or employee thereof.

5.) These covenants and restrictions shall run with the land and shall be binding upon the DECLARANT, its heirs, successors and assigns, and upon all persons or entities claiming under them, and may be terminated, revoked, or amended only with the written consent of the NYSDEC or its successor agency.

6.) The State of New York and its respective agents, employees or other representatives shall have the right to enforce these covenants and restrictions.

7.) Any violation of these restrictions, covenants and agreements shall cause the violator, in addition to any fines, penalties, and/or forfeitures prescribed by law, to pay for any and all reasonable legal fees and expenses incurred by any party in enforcing the covenants, restrictions and agreements contained therein. Failure to comply with the filing of the aforementioned covenant and restrictions may result in permit revocation and/or the assessment of financial penalties against the applicant.

8.) If any section, subsection, paragraph, clause, phrase, or provision of these covenants and restrictions shall be adjudged illegal, unlawful, invalid, or held to be unconstitutional by a court of competent jurisdiction, that judgment shall not affect the validity of these covenants as a whole, or any provision hereof, other than the part so adjudged to be illegal, unlawful, invalid, or unconstitutional.

IN WITNESS WHEREOF, DECLARANT has caused this instrument to be duly executed on the date and year first above written.

BY: _____
NAME: _____
TITLE: _____

for TOWN OF RIVERHEAD COMMUNITY DEVELOPMENT AGENCY

BY: _____
NAME: _____
TITLE: _____

for CALVERTON CAMELOT, LLC

ACKNOWLEDGMENT

STATE OF NEW YORK)
) :ss.:
COUNTY OF _____)

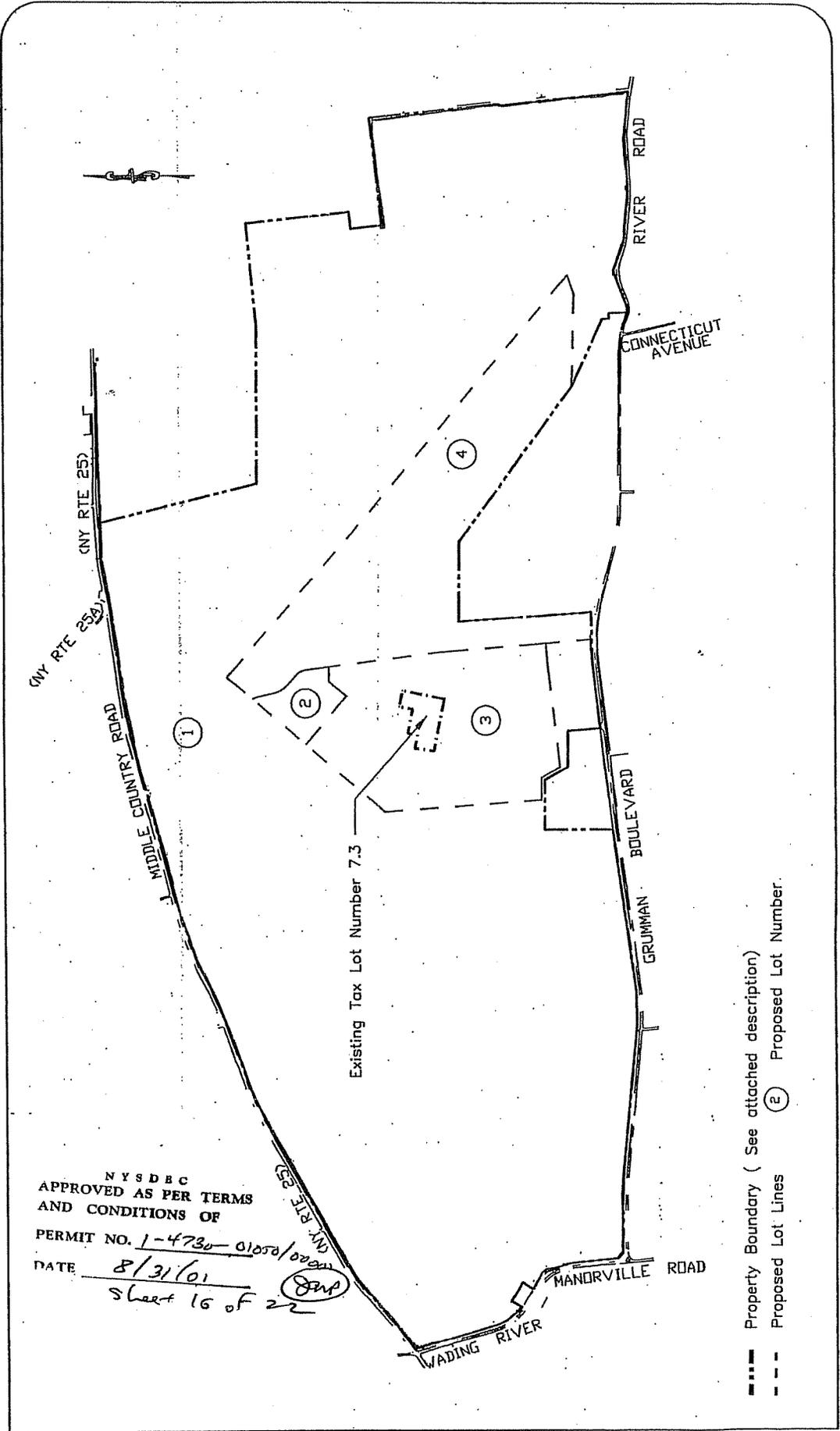
On the _____ day of _____, 2001, before me, the undersigned, personally appeared: _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, 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

SPECIAL CONDITIONS

5. The Permittee shall provide and preserve existing upland woodland habitat within 1,000 feet of Eastern Tiger Salamander breeding ponds on the site. In addition, no further subdivision shall occur within 1,000 of Tiger Salamander breeding ponds without prior Department approval.

6. There shall be no disturbance to freshwater wetlands or protected buffer areas as a result of the permitted activity.



Existing Tax Lot Number 7.3

NYSDEC
 APPROVED AS PER TERMS
 AND CONDITIONS OF

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Property Boundary (See attached description)

Proposed Lot Lines (2) Proposed Lot Number.



CAMERON ENGINEERING & ASSOCIATES, LLP
 Three Aerial Way, Suite 100
 Syosset, New York 11791-5598

CALVERTON CAMELOT
500-FOOT BUFFER COVENANT

SCHEDULE
A

Calverton Camelot 500-Foot Buffer Covenant Schedule A (Revised 8/30/01)

Beginning at a point formed by the intersection of the northerly side of Grumman Boulevard and the easterly line of Wading River Road, said point being the Point or Place of Beginning.

Running thence in a northerly direction along the easterly line of Wading River Road the following five (5) courses and distances:

1. North 05°25'40" West, a distance of 730.69 feet to the beginning of a curve tangent to said line;
2. Thence northerly and northwesterly a distance of 317.24 feet along the curve concave to the west, having a radius of 868.51 feet and a central angle of 20°55'43";
3. Thence North 06°15'09" West, a distance of 124.46 feet;
4. North 32°55'09" West, a distance of 97.96 feet;
5. North 59°52'49" West, a distance of 289.20 feet to the land of Zebrowski;

thence through the land of Zebrowski and then the land of Bridget Lynn Associates the following three (3) courses and distances;

1. North 30°07'11" East, a distance of 200.00 feet;
2. North 59°52'49" West, a distance of 354.90 feet;
3. South 30°07'11" West, a distance of 192.28 feet; to the easterly line of Wading River Road;

thence northerly along the easterly line of Wading River Road the following two (2) courses and distances:

1. On a curve concave to the northeast having a radius of 904.93 feet and a central angle of 36°30'46" and being subtended by a chord which bears North 34°06'33" West 566.98 feet; thence northwesterly and northerly along said curve, a distance of 576.68 feet;
2. North 15°51'10" West tangent to said curve, a distance of 1320.93 feet to the southerly line of New York State Route 25;

thence easterly along the southerly line of New York State Route 25 the following twenty (20) courses and distances:

1. North 53°57'26" East, a distance of 153.37 feet to the beginning of a curve tangent to said line;
2. Thence northeasterly a distance of 407.82 feet along the curve concave to the northwest, having a radius of 5769.65 feet and a central angle of 4°03'00";
3. North 49°54'26" East tangent to said curve, a distance of 880.00 feet to the beginning of a curve tangent to said line;
4. Thence northeasterly a distance of 254.39 feet along the curve concave to the southeast, having a radius of 1392.69 feet and a central angle of 10°27'57";
5. Thence North 60°22'23" East tangent to said curve, a distance of 2370.70 feet to the beginning of a curve tangent to said line;
6. Thence northeasterly a distance of 304.56 feet along the curve concave to the southeast, having a radius of 5689.65 feet and a central angle of 3°04'01";
7. Thence North 63°26'24" East tangent to said curve, a distance of 345.60 feet to the beginning of a curve tangent to said line;
8. Thence northeasterly and easterly a distance of 276.39 feet along the curve concave to the southeast, having a radius of 2252.01 feet and a central angle of 7°01'55";
9. North 70°28'19" East tangent to said curve, a distance of 874.40 feet to the beginning of a curve tangent to said line;
10. Thence easterly and northeasterly a distance of 758.55 feet along the curve concave to the northwest, having a radius of 5769.65 feet and a central angle of 7°31'58";
11. North 62°56'21" East tangent to said curve, a distance of 537.40 feet to the beginning of a curve tangent to said line;
12. Thence northeasterly and easterly a distance of 273.06 feet along the curve concave to the southeast, having a radius of 1870.08 feet and a central angle of 8°21'58";
13. North 71°18'19" East tangent to said curve, a distance of 484.30 feet to the beginning of a curve tangent to said line;
14. Thence easterly a distance of 334.34 feet along the curve concave to the south, having a radius of 5689.65 feet and a central angle of 3°22'01";
15. North 74°40'19" East tangent to said curve, a distance of 2552.80 feet to the beginning of a curve tangent to said line;
16. Thence easterly a distance of 622.32 feet along the curve concave to the south, having a radius of 5689.65 feet and a central angle of 6°16'01";
17. North 80°56'20" East tangent to said curve, a distance of 1395.90 feet to the beginning of

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8/31/01

distances:

1. North 04°20'00" West, a distance of 525.31 feet;
2. North 90°00'00" West, a distance of 560.57 feet;
3. North 30°00'00" West, a distance of 436.40 feet;
4. North 90°00'00" West, a distance of 790.00 feet;
5. South 00°00'00" West, a distance of 1099.72 feet to the northerly line of Grumman Boulevard;

thence westerly along the northerly line of Grumman Boulevard the following eight (8) courses and distances;

1. South 82°58'57" West, a distance of 243.60 feet to the beginning of a curve tangent to said line;
2. Thence westerly a distance of 176.33 feet along the curve concave to the south, having a radius of 11509.16 feet and a central angle of 0°52'40";
3. South 82°06'17" West, a distance of 2226.10 feet to the beginning of a curve tangent to said line;
4. Thence westerly a distance of 504.77 feet along the curve concave to the north, having a radius of 2241.83 feet and a central angle of 12°54'02";
5. North 84°59'41" West tangent to said curve, a distance of 2524.17 feet to the beginning of a curve tangent to said line;
6. Thence westerly a distance of 215.04 feet along the curve concave to the south, having a radius of 2341.83 feet and a central angle of 5°15'40";
7. South 89°44'39" West tangent to said curve, a distance of 974.35 feet;
8. North 48°03'55" West, a distance of 107.56 feet; to the Point or Place of Beginning.

Containing an area of 2,576.56 ACRES. Excepting therefrom the land of the United States of America (also known as Navy Parcel "C" and Tax Lot 7.3), being more particularly described below:

Beginning at a point which is the following four (4) courses and distances from the intersection of the northerly side of Grumman Boulevard and the southwest corner of the parcel previously described, running thence easterly along Grumman Boulevard through a curve concave to the south having a radius of 2914.79 feet and a central angle of 4°47'37" and being subtended by a chord which bears South 87°27'56" East 243.80 feet; thence easterly along said curve, a distance of 243.87 feet; still along Grumman Boulevard North 86°13'29" East, a distance of 206.66 feet to the land of the United States of America, thence North 04°00'00" West, a distance of 2153.67 feet along the land of the United States of America to a rebar and cap, thence on a tie through the land of the Town of Riverhead Community Development Agency North 79°33'33" West, distance of 1277.77 feet, to the Point or Place of Beginning.

Thence running along the land of the Town of Riverhead Community Development Agency North 78°43'00" West, a distance of 831.93 feet; thence North 07°05'00" East, a distance of 314.99 feet; thence South 78°43'00" East, a distance of 210.00 feet; thence North 11°17'00" East, a distance of 155.00 feet South 78°43'00" East, a distance of 385.00 feet; thence North 11°17'00" East, a distance of 215.00 feet; thence South 78°43'00" East, a distance of 260.00 feet; thence South 11°17'00" West, a distance of 684.15 feet; to the Point of Beginning. Containing 9.66 ACRES, more or less.

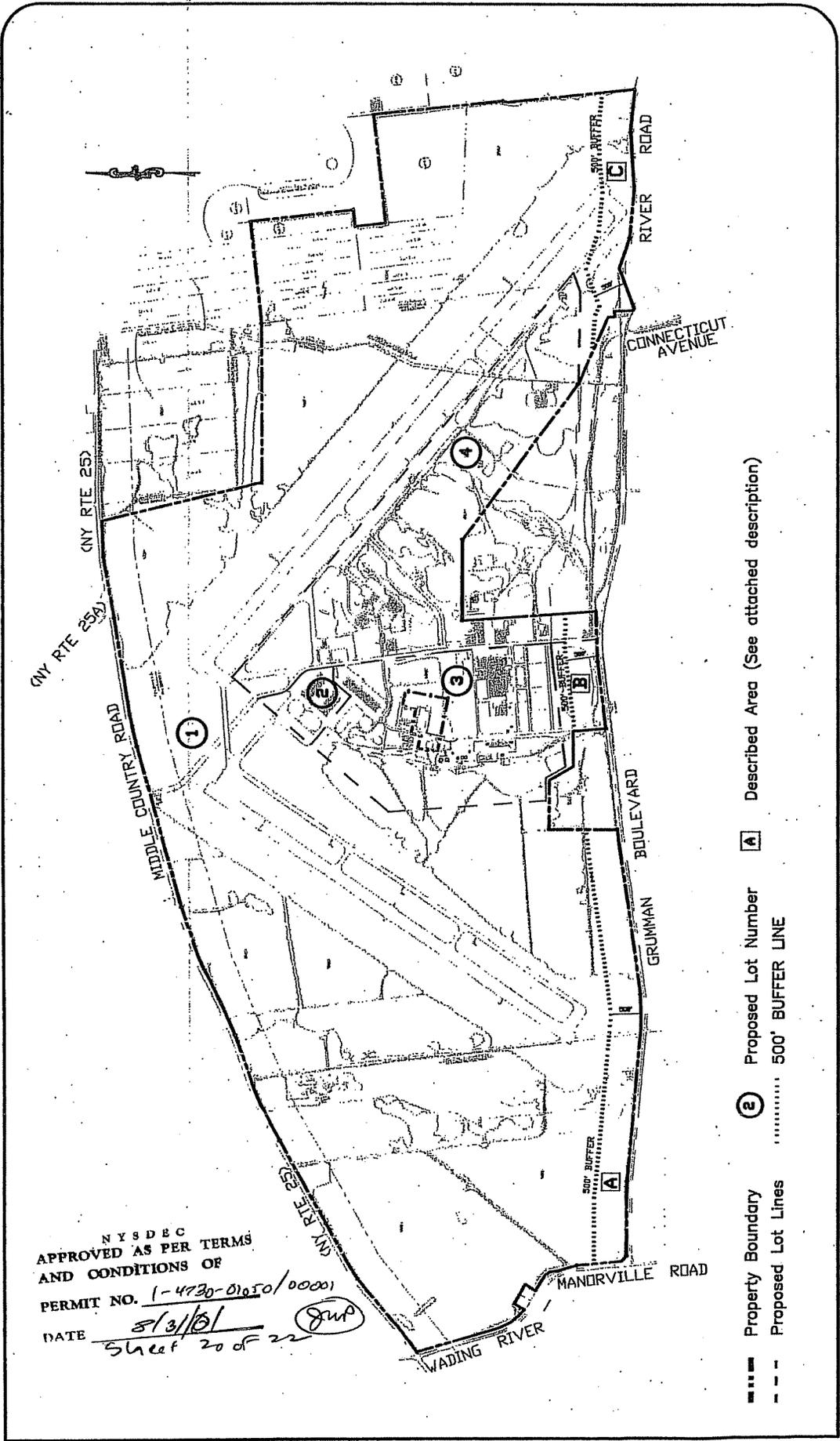
Total area contained in Schedule A equals 2566.90 ACRES.

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 APPROVED AS PER TERMS
 AND CONDITIONS OF
 PERMIT NO. 1-4720-01650/00001
 DATE 8/3/01 *JWP*
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- — — — — Property Boundary
- - - - - Proposed Lot Lines
- ② Proposed Lot Number
- Ⓐ Described Area (See attached description)
- 500' BUFFER LINE



CAMERON ENGINEERING & ASSOCIATES, LLP
 Three Aerial Way, Suite 100
 Syosset, New York 11791-5598

CALVERTON CAMELOT
500 FOOT BUFFER COVENANT

SCHEDULE
B

Calverton Camelot 500-Foot Buffer Covenant Schedule B (Revised 8/29/01)

Area A (As Referenced on 500-Foot Buffer Covenant Schedule B Drawing):

Beginning at a point formed by the intersection of the northerly side of Grumman Boulevard and the easterly line of Wading River Road, said point being the Point or Place of Beginning.

Running thence in a northerly direction along the easterly line of Wading River Road, North $05^{\circ}25'40''$ West, a distance of 429.51 feet; thence running through the land of the Town of Riverhead Community Development Agency the following (7) seven courses and distances:

1. North $89^{\circ}44'39''$ East, a distance of 1092.76 feet to the beginning of a curve tangent to said line;
2. Easterly a distance of 260.95 feet along the curve concave to the south, having a radius of 2841.83 feet and a central angle of $5^{\circ}15'40''$;
3. South $84^{\circ}59'41''$ East tangent to said curve, a distance of 2524.17 feet to the beginning of a curve tangent to said line;
4. Easterly a distance of 392.19 feet along the curve concave to the north, having a radius of 1741.83 feet and a central angle of $12^{\circ}54'02''$;
5. North $82^{\circ}06'17''$ East tangent to said curve, a distance of 2226.10 feet to the beginning of a curve tangent to said line;
6. Easterly a distance of 183.99 feet along the curve concave to the south, having a radius of 12009.16 feet and a central angle of $0^{\circ}52'40''$;
7. North $82^{\circ}58'57''$ East tangent to said curve, a distance of 305.14 feet; to the land of the United States of America (also known as Navy Parcel "A" and Tax Lot 7.1),

thence southerly along the lands of the United States of America South $00^{\circ}00'00''$ West, a distance of 503.77 feet; to the northerly line of Grumman Boulevard, thence in a westerly direction along the northerly line of Grumman Boulevard the following (8) eight courses and distances:

1. South $82^{\circ}58'57''$ West, a distance of 243.60 feet to the beginning of a curve tangent to said line;
2. Westerly a distance of 176.33 feet along the curve concave to the south, having a radius of 11509.16 feet and a central angle of $0^{\circ}52'40''$;
3. South $82^{\circ}06'17''$ West, a distance of 2226.10 feet to the beginning of a curve tangent to said line;
4. Westerly a distance of 504.77 feet along the curve concave to the north, having a radius of 2241.83 feet and a central angle of $12^{\circ}54'02''$;
5. North $84^{\circ}59'41''$ West tangent to said curve, a distance of 2524.17 feet to the beginning of a curve tangent to said line;
6. Westerly a distance of 215.04 feet along the curve concave to the south, having a radius of 2341.83 feet and a central angle of $5^{\circ}15'40''$;
7. South $89^{\circ}44'39''$ West tangent to said curve, a distance of 974.35 feet;
8. North $48^{\circ}03'55''$ West, a distance of 107.56 feet; to the Point or Place of Beginning.

Containing an area of 79.85 ACRES more or less; and,

Area B (As Referenced on Schedule B Drawing):

Beginning at a point formed by the intersection of the northerly side of Grumman Boulevard with the southeasterly corner of the lands of the United States of America (also known as Navy Parcel "A" and Tax Lot 7.1), said point being the Point or Place of Beginning.

Running thence in a northerly direction along the easterly line of the lands of the United States of America, North $04^{\circ}20'00''$ West, a distance of 500.55 feet; thence through the land of the Town of Riverhead Community Development Agency the following three (3) courses and distances:

1. North $82^{\circ}58'57''$ East, a distance of 1046.41 feet;
2. To the beginning of a curve concave to the south having a radius of 3414.79 feet and a central angle of $11^{\circ}17'05''$ and being subtended by a chord which bears North $88^{\circ}37'30''$ East 671.48 feet; thence easterly along said curve, a distance of 672.57 feet to a point of cusp;
3. North $86^{\circ}13'29''$ East, a distance of 168.15 feet to the land of the United States of America;

thence along the lands of the United States of America South $04^{\circ}00'00''$ East, a distance of

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500.00 feet; to the northerly line of Grumman Boulevard, thence Westerly along the northerly line of Grumman Boulevard the following three (3) courses and distances:

1. South 86°13'29" West, a distance of 206.66 feet;
2. Thence easterly a distance of 607.86 feet along the curve concave to the south, having a radius of 2914.79 feet and a central angle of 11°56'55";
3. South 82°58'57" West tangent to said curve, a distance of 1069.85 feet; to the Point or Place of Beginning. Containing an area of 21.65 ACRES more or less; and,

Area C (As Referenced on Schedule B Drawing):

Beginning at a point formed by the intersection of the northerly side of River Road and the westerly line of Peconic Avenue (a paper street) said point being the Point or Place of Beginning.

Running thence in a Westerly direction along the Northerly line of River Road the following nine (9) courses and distances:

1. North 69°21'24" West, a distance of 3.10 feet;
2. North 84°02'24" West, a distance of 616.74 feet;
3. South 87°05'16" West, a distance of 602.20 feet;
4. South 85°37'16" West, a distance of 313.16 feet to the beginning of a curve tangent to said line;
5. Thence westerly a distance of 99.78 feet along the curve concave to the north, having a radius of 614.17 feet and a central angle of 9°18'30"; thence North 85°04'14" West tangent to said curve, a distance of 732.38 feet;
6. North 71°24'04" West, a distance of 91.27 feet;
7. North 71°22'44" West, a distance of 418.08 feet;
8. South 69°37'16" West, a distance of 674.80 feet;
9. North 62°22'44" West, a distance of 43.38 feet; to the Wells Family Cemetery;

thence along the Wells Family Cemetery North 02°22'14" West, a distance of 286.12 feet; thence still along the Wells Family Cemetery South 85°20'16" West, a distance of 90.00 feet to the land of the United States of America (also known as Navy Parcel "B" and Tax Lot 7.2); thence along the land of the United States of America North 04°39'44" West, a distance of 114.29 feet; thence still along the land of the United States of America North 66°46'00" West, a distance of 824.42 feet; thence through the land[s] of the Town of Riverhead Community Development Agency the following ten (10) courses and distances:

1. North 85°20'16" East, a distance of 818.62 feet to the beginning of a curve tangent to said line;
2. Thence easterly and southeasterly a distance of 447.21 feet along the curve concave to the south, having a radius of 500.00 feet and a central angle of 51°14'49" to a point of cusp;
3. North 69°37'16" East, a distance of 332.30 feet;
4. South 71°22'44" East, a distance of 595.04 feet;
5. South 71°24'04" East, a distance of 31.24 feet;
6. South 85°04'14" East, a distance of 672.45 feet to the beginning of a curve tangent to said line;
7. Thence easterly a distance of 18.55 feet along the curve concave to the north, having a radius of 114.17 feet and a central angle of 9°18'30";
8. North 85°37'16" East tangent to said curve, a distance of 319.56 feet;
9. North 87°05'16" East, a distance of 647.39 feet;
10. South 84°02'24" East, a distance of 552.11 feet to the westerly line of Peconic Avenue,

thence southerly along the westerly line of Peconic Avenue South 06°02'13" East, a distance of 511.97 feet; to the Point or Place of Beginning. Containing 46.99 ACRES, more or less.

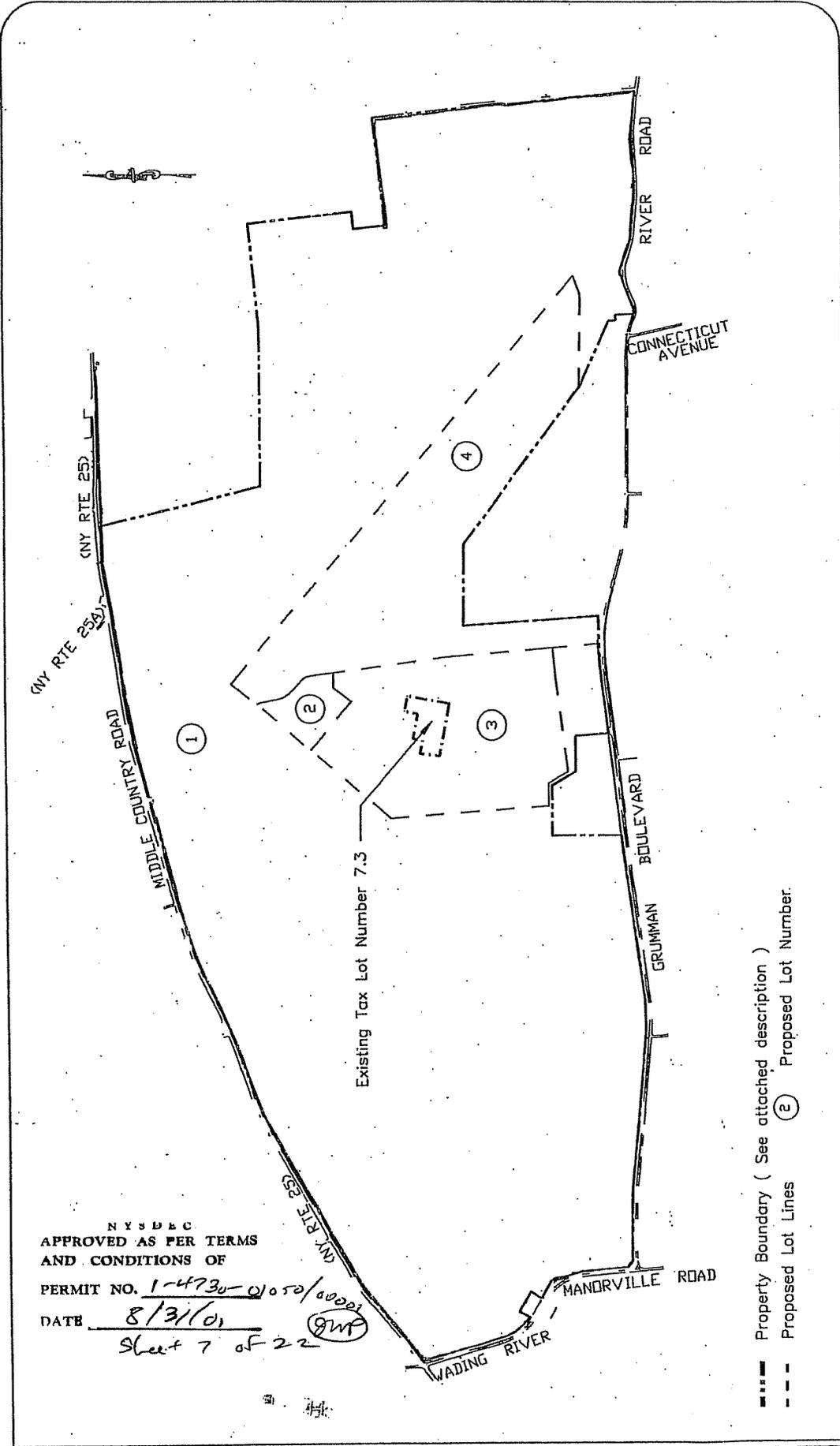
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AND CONDITIONS OF

PERMIT NO. 1-4730-01050/00001

DATE 8/31/01 JWP

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NYSDEC
 APPROVED AS PER TERMS
 AND CONDITIONS OF

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 DATE 8/31/01 *GW*
 Sheet 7 of 22

--- Property Boundary (See attached description)
 - - - Proposed Lot Lines
 (2) Proposed Lot Number.



CAMERON ENGINEERING & ASSOCIATES, LLP
 Three Aerial Way, Suite 100
 Syosset, New York 11791-5598

CALVERTON CAMELOT
 CULTURAL RESOURCE COVENANT

SCHEDULE
 A

Calverton Camelot Cultural Resources Covenant Schedule A (Revised 8/30/01)

Beginning at a point formed by the intersection of the northerly side of Grumman Boulevard and the easterly line of Wading River Road, said point being the Point or Place of Beginning.

Running thence in a northerly direction along the easterly line of Wading River Road the following five (5) courses and distances:

1. North 05°25'40" West, a distance of 730.69 feet to the beginning of a curve tangent to said line;
2. Thence northerly and northwesterly a distance of 317.24 feet along the curve concave to the west, having a radius of 868.51 feet and a central angle of 20°55'43";
3. Thence North 06°15'09" West, a distance of 124.46 feet;
4. North 32°55'09" West, a distance of 97.96 feet;
5. North 59°52'49" West, a distance of 289.20 feet to the land of Zebrowski;

thence through the land of Zebrowski and then the land of Bridget Lynn Associates the following three (3) courses and distances;

1. North 30°07'11" East, a distance of 200.00 feet;
2. North 59°52'49" West, a distance of 354.90 feet;
3. South 30°07'11" West, a distance of 192.28 feet; to the easterly line of Wading River Road;

thence northerly along the easterly line of Wading River Road the following two (2) courses and distances:

1. On a curve concave to the northeast having a radius of 904.93 feet and a central angle of 36°30'46" and being subtended by a chord which bears North 34°06'33" West 566.98 feet; thence northwesterly and northerly along said curve, a distance of 576.68 feet;
2. North 15°51'10" West tangent to said curve, a distance of 1320.93 feet to the southerly line of New York State Route 25;

thence easterly along the southerly line of New York State Route 25 the following twenty (20) courses and distances:

1. North 53°57'26" East, a distance of 153.37 feet to the beginning of a curve tangent to said line;
2. Thence northeasterly a distance of 407.82 feet along the curve concave to the northwest, having a radius of 5769.65 feet and a central angle of 4°03'00";
3. North 49°54'26" East tangent to said curve, a distance of 880.00 feet to the beginning of a curve tangent to said line;
4. Thence northeasterly a distance of 254.39 feet along the curve concave to the southeast, having a radius of 1392.69 feet and a central angle of 10°27'57";
5. Thence North 60°22'23" East tangent to said curve, a distance of 2370.70 feet to the beginning of a curve tangent to said line;
6. Thence northeasterly a distance of 304.56 feet along the curve concave to the southeast, having a radius of 5689.65 feet and a central angle of 3°04'01";
7. Thence North 63°26'24" East tangent to said curve, a distance of 345.60 feet to the beginning of a curve tangent to said line;
8. Thence northeasterly and easterly a distance of 276.39 feet along the curve concave to the southeast, having a radius of 2252.01 feet and a central angle of 7°01'55";
9. North 70°28'19" East tangent to said curve, a distance of 874.40 feet to the beginning of a curve tangent to said line;
10. Thence easterly and northeasterly a distance of 758.55 feet along the curve concave to the northwest, having a radius of 5769.65 feet and a central angle of 7°31'58";
11. North 62°56'21" East tangent to said curve, a distance of 537.40 feet to the beginning of a curve tangent to said line;
12. Thence northeasterly and easterly a distance of 273.06 feet along the curve concave to the southeast, having a radius of 1870.08 feet and a central angle of 8°21'58";
13. North 71°18'19" East tangent to said curve, a distance of 484.30 feet to the beginning of a curve tangent to said line;
14. Thence easterly a distance of 334.34 feet along the curve concave to the south, having a radius of 5689.65 feet and a central angle of 3°22'01";
15. North 74°40'19" East tangent to said curve, a distance of 2552.80 feet to the beginning of a curve tangent to said line;
16. Thence easterly a distance of 622.32 feet along the curve concave to the south, having a radius of 5689.65 feet and a central angle of 6°16'01";
17. North 80°56'20" East tangent to said curve, a distance of 1395.90 feet to the beginning of

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a curve tangent to said line;

18. Thence easterly a distance of 525.22 feet along the curve concave to the north, having a radius of 11499.19 feet and a central angle of $2^{\circ}37'01''$;

19. North $80^{\circ}10'09''$ East, a distance of 535.75 feet;

20. North $88^{\circ}00'13''$ East, a distance of 576.61 feet; to the land of the United States of America (also known as Navy Parcel "D" and Tax Lot 7.4);

thence along the land of the United States of America South $13^{\circ}18'00''$ East, a distance of 2633.65 feet; thence along the land of the United States of America and then to the easterly line of Lot 1 as shown on the Map of Edwin H Brown filed March 31, 1920 as File No. 761 the following two (2) courses and distances:

1. South $90^{\circ}00'00''$ East, a distance of 2513.85 feet;

2. North $83^{\circ}46'40''$ East, a distance of 1628.84 feet; to the easterly line of lot one from said map;

thence southerly and then westerly along the line of Lot 1 from said map South $06^{\circ}14'40''$ East, a distance of 1656.83 feet; thence South $83^{\circ}36'20''$ West, a distance of 265.45 feet; thence southerly along Lot 12 from the Map of Edwin H Brown South $06^{\circ}24'00''$ East, a distance of 499.92 feet;

thence North $83^{\circ}21'52''$ East, a distance of 1721.36 feet; to the westerly line of Peconic Avenue (a paper street);

thence southerly along the westerly line of Peconic Avenue the following five (5) courses and distances:

1. South $06^{\circ}04'58''$ East, a distance of 2077.59 feet;

2. South $13^{\circ}07'16''$ West, a distance of 77.19 feet;

3. South $05^{\circ}57'48''$ East, a distance of 639.29 feet;

4. South $06^{\circ}35'47''$ East, a distance of 657.42 feet;

5. South $06^{\circ}02'13''$ East, a distance of 744.57 feet to the northerly line of Grumman Boulevard;

thence westerly along the northerly line of Grumman Boulevard the following ten (10) courses and distances:

1. North $69^{\circ}21'24''$ West, a distance of 3.10 feet;

2. North $84^{\circ}02'24''$ West, a distance of 616.74 feet;

3. South $87^{\circ}05'16''$ West, a distance of 602.20 feet;

4. South $85^{\circ}37'16''$ West, a distance of 313.16 feet to the beginning of a curve tangent to said line;

5. Thence westerly a distance of 99.78 feet along the curve concave to the north, having a radius of 614.17 feet and a central angle of $9^{\circ}18'30''$;

6. North $85^{\circ}04'14''$ West tangent to said curve, a distance of 732.38 feet;

7. North $71^{\circ}24'04''$ West, a distance of 91.27 feet;

8. North $71^{\circ}22'44''$ West, a distance of 418.08 feet;

9. South $69^{\circ}37'16''$ West, a distance of 674.80 feet;

10. North $62^{\circ}22'44''$ West, a distance of 43.38 feet; to the land of the Wells Family cemetery;

thence along the Wells Family Cemetery the following two (2) courses and distances:

1. North $02^{\circ}22'14''$ West, a distance of 286.12 feet;

2. South $85^{\circ}20'16''$ West, a distance of 90.00 feet to the land of the United States of America (also known as Navy Parcel "B" and Tax Lot 7.2);

thence along the land of the United States of America the following five (5) courses and distances:

1. North $04^{\circ}39'44''$ West, a distance of 114.29 feet;

2. North $66^{\circ}46'00''$ West, a distance of 1108.62 feet;

3. North $53^{\circ}05'17''$ West, a distance of 3146.62 feet;

4. North $90^{\circ}00'00''$ West, a distance of 1306.50 feet;

5. South $04^{\circ}00'00''$ East, a distance of 2153.67 feet to the northerly side of Grumman Boulevard;

thence westerly along the northerly line of Grumman Boulevard the following three (3) courses and distances:

1. South $86^{\circ}13'29''$ West, a distance of 206.66 feet to the beginning of a curve;

2. Having a radius of 2914.79 feet concave to the south and a central angle of $11^{\circ}56'55''$ and being subtended by a chord which bears South $88^{\circ}57'25''$ West 606.75 feet; thence westerly along said curve, a distance of 607.86 feet;

3. South $82^{\circ}58'57''$ West, a distance of 1069.85 feet to the land of the United States of America (also known as Navy Parcel "A" and Tax Lot 7.1);

thence along the land of the United States of America the following five (5) courses and

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distances:

1. North 04°20'00" West, a distance of 525.31 feet;
2. North 90°00'00" West, a distance of 560.57 feet;
3. North 30°00'00" West, a distance of 436.40 feet;
4. North 90°00'00" West, a distance of 790.00 feet;
5. South 00°00'00" West, a distance of 1099.72 feet to the northerly line of Grumman Boulevard;

thence westerly along the northerly line of Grumman Boulevard the following eight (8) courses and distances;

1. South 82°58'57" West, a distance of 243.60 feet to the beginning of a curve tangent to said line;
2. Thence westerly a distance of 176.33 feet along the curve concave to the south, having a radius of 11509.16 feet and a central angle of 0°52'40";
3. South 82°06'17" West, a distance of 2226.10 feet to the beginning of a curve tangent to said line;
4. Thence westerly a distance of 504.77 feet along the curve concave to the north, having a radius of 2241.83 feet and a central angle of 12°54'02";
5. North 84°59'41" West tangent to said curve, a distance of 2524.17 feet to the beginning of a curve tangent to said line;
6. Thence westerly a distance of 215.04 feet along the curve concave to the south, having a radius of 2341.83 feet and a central angle of 5°15'40";
7. South 89°44'39" West tangent to said curve, a distance of 974.35 feet;
8. North 48°03'55" West, a distance of 107.56 feet; to the Point or Place of Beginning.

Containing an area of 2,576.56 ACRES. Excepting therefrom the land of the United States of America (also known as Navy Parcel "C" and Tax Lot 7.3), being more particularly described below:

Beginning at a point which is the following four (4) courses and distances from the intersection of the northerly side of Grumman Boulevard and the southwest corner of the parcel previously described, running thence easterly along Grumman Boulevard through a curve concave to the south having a radius of 2914.79 feet and a central angle of 4°47'37" and being subtended by a chord which bears South 87°27'56" East 243.80 feet; thence easterly along said curve, a distance of 243.87 feet; still along Grumman Boulevard North 86°13'29" East, a distance of 206.66 feet to the land of the United States of America, thence North 04°00'00" West, a distance of 2153.67 feet along the land of the United States of America to a rebar and cap, thence on a tie through the land of the Town of Riverhead Community Development Agency North 79°33'33" West, distance of 1277.77 feet, to the Point or Place of Beginning.

Thence running along the land of the Town of Riverhead Community Development Agency North 78°43'00" West, a distance of 831.93 feet; thence North 07°05'00" East, a distance of 314.99 feet; thence South 78°43'00" East, a distance of 210.00 feet; thence North 11°17'00" East, a distance of 155.00 feet South 78°43'00" East, a distance of 385.00 feet; thence North 11°17'00" East, a distance of 215.00 feet; thence South 78°43'00" East, a distance of 260.00 feet; thence South 11°17'00" West, a distance of 684.15 feet; to the Point of Beginning. Containing 9.66 ACRES, more or less.

Total area contained in Schedule A equals 2566.90 ACRES.

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SOURCE: TAMS Consultants, Inc. Figure S-1 "NWIRP Calverton Archaeological Sensitivity"

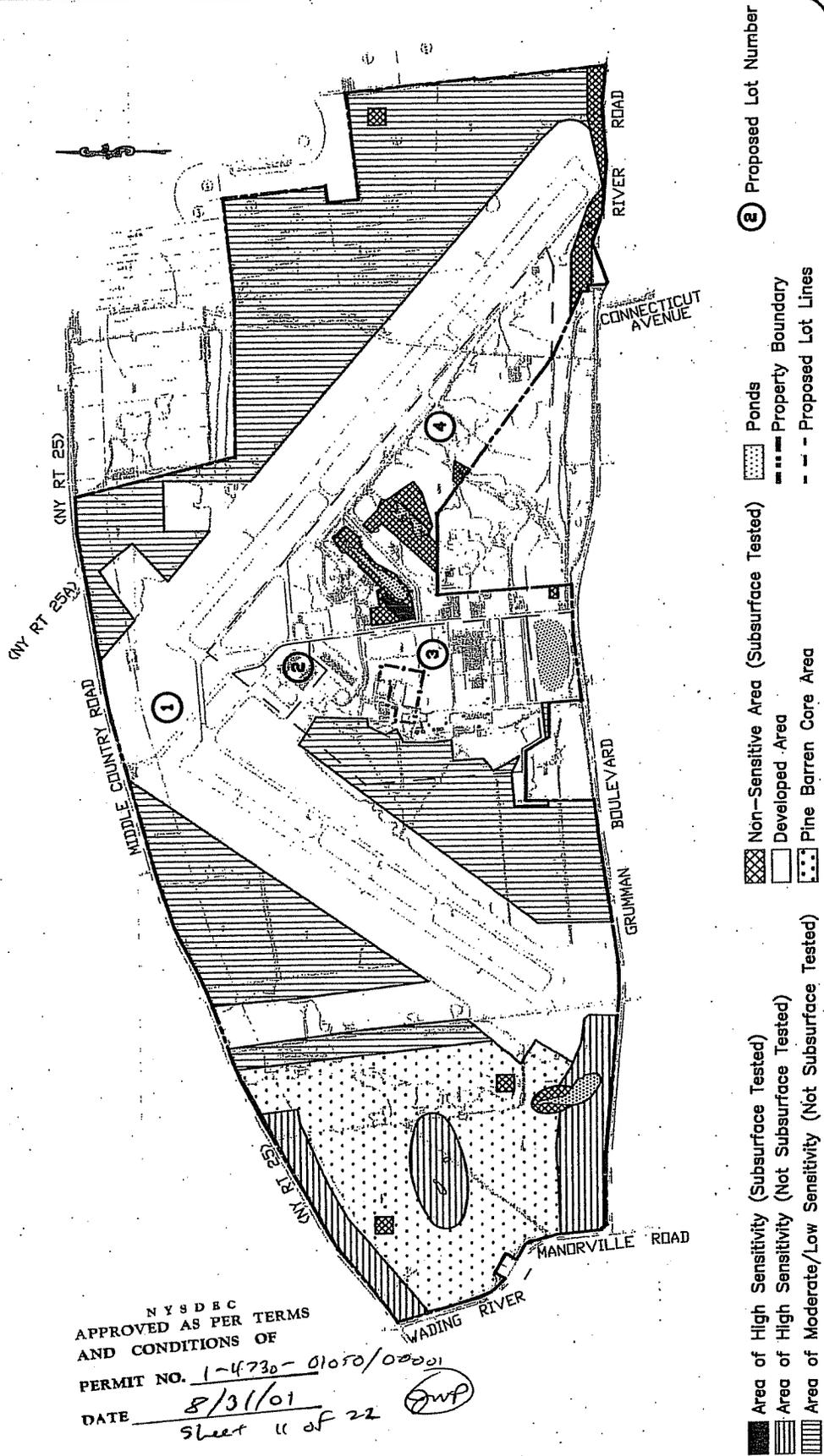
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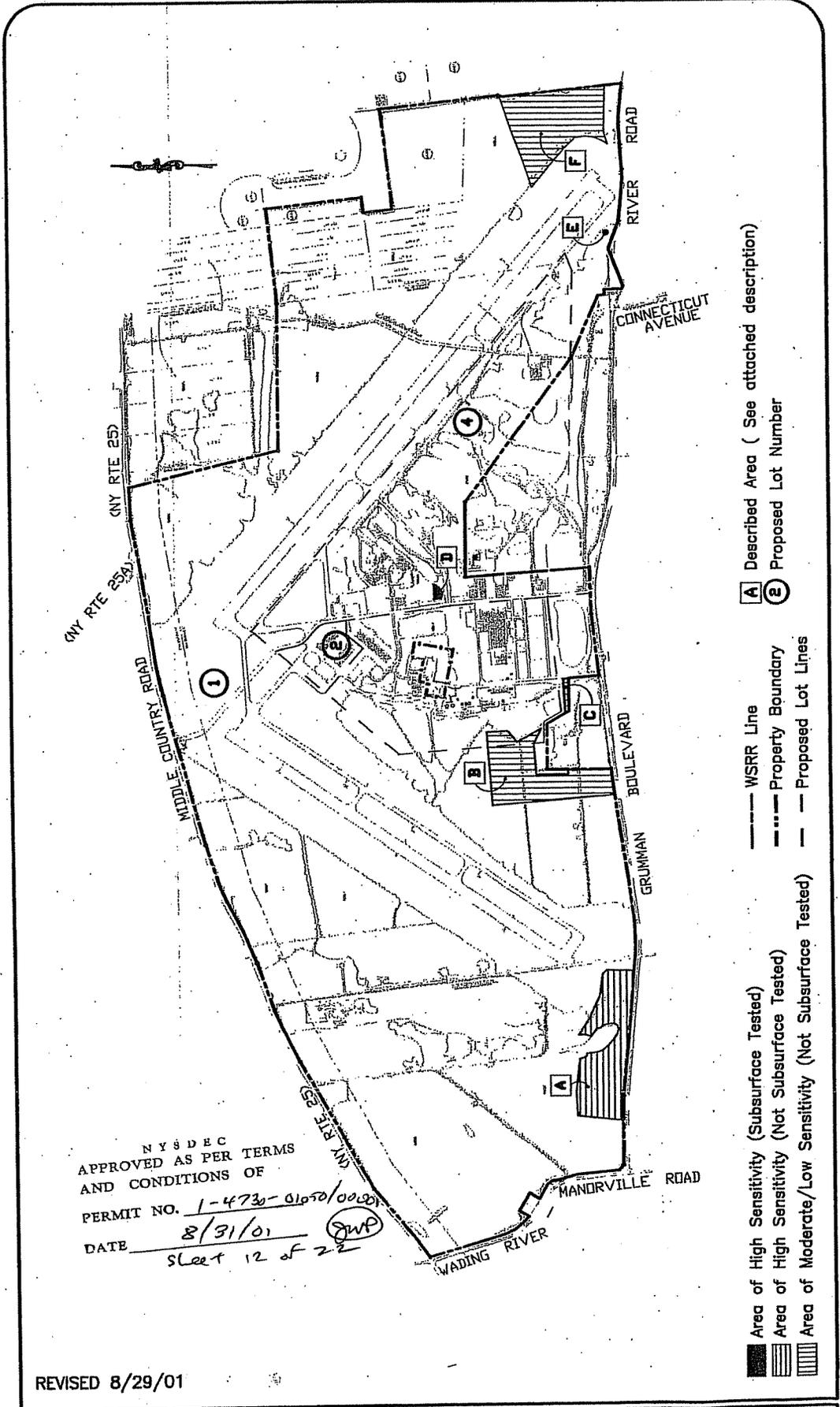
CAMERON ENGINEERING & ASSOCIATES, LLP
 Three Aerial Way, Suite 100
 Syosset, New York 11791-5598

**CALVERTON CAMELOT
 CULTURAL RESOURCE COVENANT**

**SCHEDULE
 B**



- Area of High Sensitivity (Subsurface Tested)
- Area of High Sensitivity (Not Subsurface Tested)
- Area of Moderate/Low Sensitivity (Not Subsurface Tested)
- Non-Sensitive Area (Subsurface Tested)
- Developed Area
- Pine Barren Core Area
- Ponds
- Property Boundary
- Proposed Lot Lines
- Proposed Lot Number



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 Sheet 12 of 22

REVISED 8/29/01

- Area of High Sensitivity (Subsurface Tested)
- Area of High Sensitivity (Not Subsurface Tested)
- Area of Moderate/Low Sensitivity (Not Subsurface Tested)
- WSRR Line
- Property Boundary
- Proposed Lot Lines
- Described Area (See attached description)
- Proposed Lot Number


CAMERON ENGINEERING & ASSOCIATES, LLP
 Three Aerial Way, Suite 100
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CALVERTON CAMELOT
CULTURAL RESOURCE COVENANT

SCHEDULE
C

Calverton Camelot Cultural Resources Covenant Schedule C (Revised 8/29/01)

Area A (As Referenced on Cultural Resources Covenant Schedule C Drawing):

Beginning at a point at the intersection of the northerly line of Grumman Boulevard and the easterly line of Wading River Road, running from said point easterly along the northerly line of Grumman Boulevard 891.91 feet to the Point or Place of Beginning.

Running thence through the land of the Town of Riverhead Community Development Agency the following twenty eight (28) courses and distances:

1. North 06°22'23" East, a distance of 815.07 feet;
2. North 88°00'36" East, a distance of 501.48 feet;
3. South 86°32'36" East, a distance of 579.99 feet;
4. To a point of cusp on a curve concave to the east having a radius of 191.89 feet and a central angle of 20°26'19" and being subtended by a chord which bears South 13°47'35" East 68.09 feet; thence southerly and southeasterly along said curve, a distance of 68.45 feet;
5. South 04°25'06" West, a distance of 80.47 feet;
6. South 03°31'56" West, a distance of 177.47 feet;
7. South 20°55'28" East, a distance of 159.21 feet;
8. South 43°43'37" East, a distance of 139.21 feet;
9. South 55°01'18" East, a distance of 123.14 feet;
10. South 53°47'18" East, a distance of 110.23 feet;
11. North 76°27'07" East, a distance of 85.07 feet;
12. North 46°15'55" East, a distance of 65.06 feet;
13. North 05°38'18" West, a distance of 65.18 feet;
14. North 10°56'40" West, a distance of 97.67 feet;
15. North 15°02'17" West, a distance of 39.33 feet;
16. North 70°22'29" West, a distance of 41.34 feet;
17. North 05°29'07" West, a distance of 33.79 feet;
18. North 00°47'50" East, a distance of 29.91 feet;
19. North 45°42'38" West, a distance of 85.96 feet;
20. North 64°26'24" West, a distance of 55.10 feet;
21. North 52°25'24" West, a distance of 117.03 feet;
22. North 44°51'25" West, a distance of 80.89 feet;
23. North 06°08'30" West, a distance of 87.18 feet;
24. North 10°59'40" West, a distance of 17.29 feet;
25. South 82°48'12" East, a distance of 416.19 feet;
26. South 48°55'31" East, a distance of 600.00 feet;
27. South 84°36'38" East, a distance of 400.00 feet;
28. South 05°00'19" West, a distance of 451.92 feet to the northerly line of Grumman Boulevard;

thence in a westerly direction along the northerly line of Grumman Boulevard the following three (3) courses and distances:

1. North 84°59'41" West, a distance of 2119.07 feet to the beginning of a curve tangent to said line;
2. Thence westerly a distance of 215.04 feet along the curve concave to the south, having a radius of 2341.83 feet and a central angle of 5°15'40";
3. South 89°44'39" West tangent to said curve, a distance of 190.00 feet; to the Point or Place of Beginning. Containing 38.49 ACRES, more or less; and,

Area B (As Referenced on Schedule C Drawing):

Beginning at a point at the intersection of the northerly line of Grumman Boulevard and the westerly line of land of the United States of America (also known as Navy Parcel "A" and Tax Lot 7.1), said point being the Point or Place of Beginning.

Running thence in a westerly direction along the northerly line of Grumman Boulevard the following two (2) courses and distances:

1. South 82°58'57" West, a distance of 243.60 feet;
2. Thence westerly a distance of 176.33 feet along the curve concave to the south, having a radius of 11509.16 feet and a central angle of 0°52'40";

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thence in a northerly direction through the land of the Town of Riverhead Community Development Agency the following nine (9) courses and distances:

1. North 04°31'19" West, a distance of 2145.55 feet;
2. North 85°29'11" East, a distance of 1212.46 feet;
3. South 02°25'41" East, a distance of 397.02 feet;
4. South 49°20'07" West, a distance of 252.30 feet;
5. South 29°15'55" East, a distance of 480.76 feet;
6. North 63°42'43" West, a distance of 253.11 feet;
7. South 74°35'01" West, a distance of 650.56 feet;
8. South 11°53'53" East, a distance of 250.00 feet;
9. South 89°57'10" East, a distance of 119.14 feet to the land of the United States of America;

thence running southerly along the land of the United States of America South 00°00'00" West, a distance of 895.60 feet to the northerly line of Grumman Boulevard and the Point or Place of Beginning. Containing an area of 35.85 ACRES more or less; and,

Area C (As Referenced on Schedule C Drawing):

Beginning at a point formed by the intersection of the northerly side of Grumman Boulevard with the southeasterly corner of land of the United States of America (also known as Navy Parcel "A" and Tax Lot 7.1), running thence in a northerly direction along the easterly line of land of the United States of America 500.55 feet; to the Point or Place of Beginning.

Thence South 90°00'00" West, a distance of 560.57 feet and North 30°00'00" West, a distance of 59.00 feet along the land of the United States of America; thence through the land of the Town of Riverhead Community Development Agency the following two (2) courses and distances:

1. North 87°23'01" East, a distance of 585.28 feet;
2. South 03°58'17" East, a distance of 78.00 feet; to the Point or Place of Beginning.

Containing 0.85 ACRES, more or less.

Area D (As Referenced on Schedule C Drawing):

Beginning at a point at the intersection of the northerly side of Grumman Boulevard and the southwest corner of land of the United States of America (also known as Navy Parcel "B" and Tax Lot 7.2), running thence northerly along the land of the United States of America the following two (2) courses and distances:

1. North 04°00'00" West, a distance of 2153.67 feet along the land of the United States of America to a rebar and cap;
2. Thence on a tie through the lands of the Town of Riverhead Community Development Agency North 34°35'48" West, distance of 719.57 feet, to the Point or Place of Beginning.

Running thence through the land of the Town of Riverhead Community Development Agency the following ten (10) courses and distances:

1. North 87°55'26" East, a distance of 300.88 feet;
2. South 15°42'20" East, a distance of 9.09 feet;
3. South 22°19'43" West, a distance of 49.91 feet;
4. South 32°05'33" West, a distance of 57.41 feet;
5. South 46°29'58" West, a distance of 111.37 feet;
6. South 55°18'17" West, a distance of 39.10 feet;
7. South 79°41'43" West, a distance of 36.87 feet;
8. North 68°44'58" West, a distance of 31.84 feet;
9. North 55°07'29" West, a distance of 66.32 feet;
10. North 07°48'26" West, a distance of 150.10 feet; to the Point or Place of Beginning.

Containing 1.01 ACRES, more or less; and,

Area E (As Referenced on Schedule C Drawing):

Beginning at a point at the intersection of the northerly side of River Road and the easterly line of the Wells Family Cemetery, running from said point North 70°29'24" East a distant 981.74 feet on a fly tie to the radius point of the parcel about to be described, said radius point being the

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Point or Place of Beginning.

Thence from the Point of Beginning running in a 66' diameter circle about the radius point and having an arc length of 207.36 feet through the land of the Town of Riverhead Community Development Agency. Containing 0.08 ACRES, more or less; and,

Area F (As Referenced on Schedule C Drawing):

Beginning at a point formed by the intersection of the northerly side of River Road and the westerly line of Peconic Avenue (a paper street), thence northerly along the westerly line of Peconic Avenue 230.00 feet to the Point or Place of Beginning.

Thence westerly, northerly and then easterly through the land of the Town of Riverhead Community Development Agency the following six (6) courses and distances:

1. North 88°05'48" West, a distance of 1073.36 feet;
2. South 75°07'12" West, a distance of 136.00 feet;
3. To a point of cusp on a curve concave to the west having a radius of 740.00 feet and a central angle of 45°40'01" and being subtended by a chord which bears North 16°11'05" East 574.32 feet; thence northeasterly and northerly along said curve, a distance of 589.81 feet;
4. North 19°32'01" West, a distance of 198.00 feet;
5. North 48°35'03" West, a distance of 886.93;
6. North 70°59'25" East, a distance of 1689.04 feet to the westerly line of Peconic Avenue;

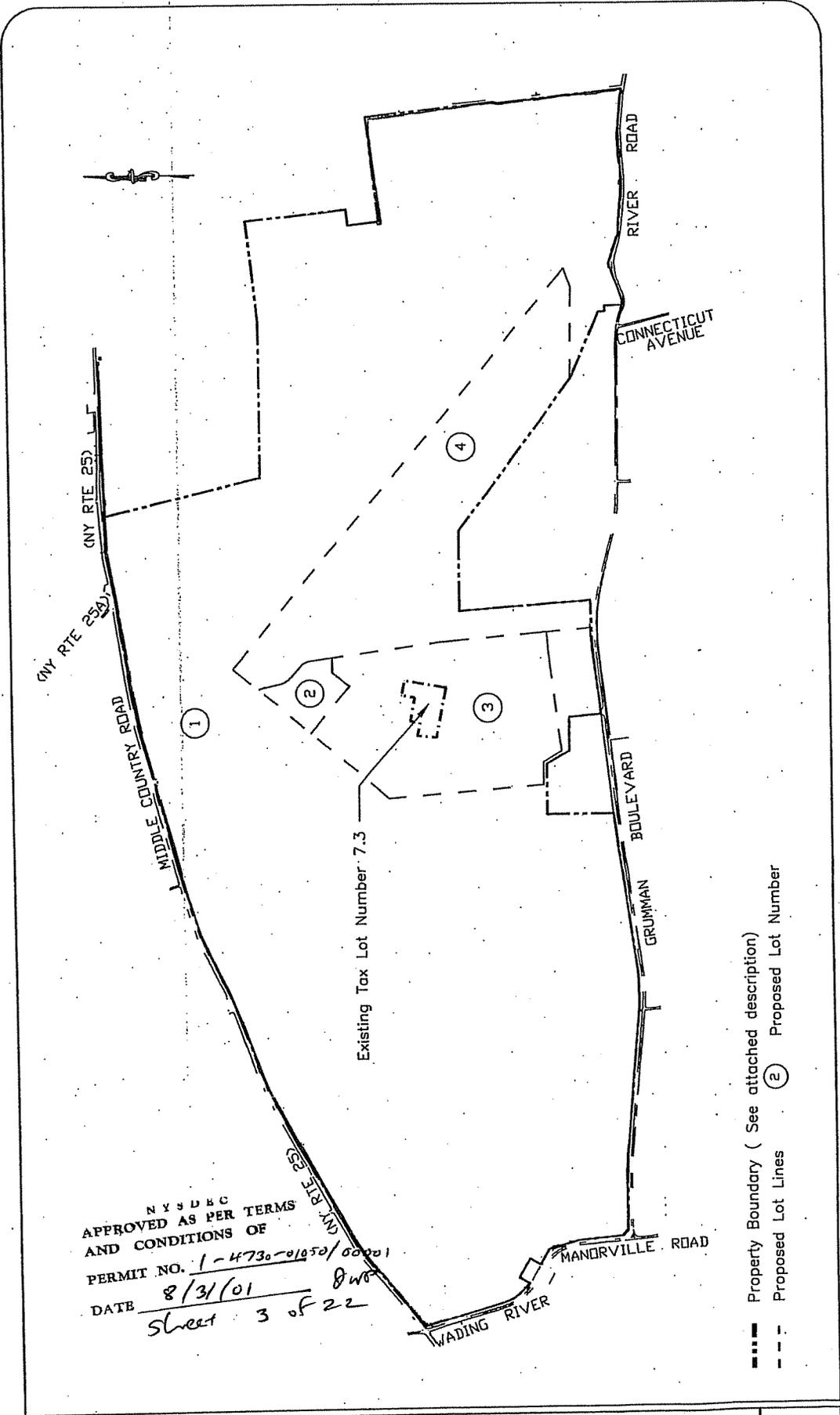
thence southerly along the westerly line of Peconic Avenue the following four (4) courses and distances:

1. South 13°07'16" West, a distance of 77.19 feet;
2. South 05°57'48" East, a distance of 639.29 feet;
3. South 06°35'47" East, a distance of 657.42 feet;
4. South 06°02'13" East, a distance of 514.57 feet; to the Point or Place of Beginning.

Containing an area of 45.24 ACRES more or less.

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- - - Property Boundary (See attached description)
 - - - Proposed Lot Lines
 (1) Proposed Lot Number



**CAMERON ENGINEERING
& ASSOCIATES, LLP**
 Three Aerial Way, Suite 100
 Syosset, New York 11791-5598

CALVERTON CAMELOT
 WSRR NOTICE COVENANT

SCHEDULE
 A

Calverton Camelot WSRR Notice Covenant Schedule A (Revised 8/30/01)

Beginning at a point formed by the intersection of the northerly side of Grumman Boulevard and the easterly line of Wading River Road, said point being the Point or Place of Beginning.

Running thence in a northerly direction along the easterly line of Wading River Road the following five (5) courses and distances:

1. North 05°25'40" West, a distance of 730.69 feet to the beginning of a curve tangent to said line;
2. Thence northerly and northwesterly a distance of 317.24 feet along the curve concave to the west, having a radius of 868.51 feet and a central angle of 20°55'43";
3. Thence North 06°15'09" West, a distance of 124.46 feet;
4. North 32°55'09" West, a distance of 97.96 feet;
5. North 59°52'49" West, a distance of 289.20 feet to the land of Zebrowski;

thence through the land of Zebrowski and then the land of Bridget Lynn Associates the following three (3) courses and distances;

1. North 30°07'11" East, a distance of 200.00 feet;
2. North 59°52'49" West, a distance of 354.90 feet;
3. South 30°07'11" West, a distance of 192.28 feet; to the easterly line of Wading River Road;

thence northerly along the easterly line of Wading River Road the following two (2) courses and distances:

1. On a curve concave to the northeast having a radius of 904.93 feet and a central angle of 36°30'46" and being subtended by a chord which bears North 34°06'33" West 566.98 feet; thence northwesterly and northerly along said curve, a distance of 576.68 feet;
2. North 15°51'10" West tangent to said curve, a distance of 1320.93 feet to the southerly line of New York State Route 25;

thence easterly along the southerly line of New York State Route 25 the following twenty (20) courses and distances:

1. North 53°57'26" East, a distance of 153.37 feet to the beginning of a curve tangent to said line;
2. Thence northeasterly a distance of 407.82 feet along the curve concave to the northwest, having a radius of 5769.65 feet and a central angle of 4°03'00";
3. North 49°54'26" East tangent to said curve, a distance of 880.00 feet to the beginning of a curve tangent to said line;
4. Thence northeasterly a distance of 254.39 feet along the curve concave to the southeast, having a radius of 1392.69 feet and a central angle of 10°27'57";
5. Thence North 60°22'23" East tangent to said curve, a distance of 2370.70 feet to the beginning of a curve tangent to said line;
6. Thence northeasterly a distance of 304.56 feet along the curve concave to the southeast, having a radius of 5689.65 feet and a central angle of 3°04'01";
7. Thence North 63°26'24" East tangent to said curve, a distance of 345.60 feet to the beginning of a curve tangent to said line;
8. Thence northeasterly and easterly a distance of 276.39 feet along the curve concave to the southeast, having a radius of 2252.01 feet and a central angle of 7°01'55";
9. North 70°28'19" East tangent to said curve, a distance of 874.40 feet to the beginning of a curve tangent to said line;
10. Thence easterly and northeasterly a distance of 758.55 feet along the curve concave to the northwest, having a radius of 5769.65 feet and a central angle of 7°31'58";
11. North 62°56'21" East tangent to said curve, a distance of 537.40 feet to the beginning of a curve tangent to said line;
12. Thence northeasterly and easterly a distance of 273.06 feet along the curve concave to the southeast, having a radius of 1870.08 feet and a central angle of 8°21'58";
13. North 71°18'19" East tangent to said curve, a distance of 484.30 feet to the beginning of a curve tangent to said line;
14. Thence easterly a distance of 334.34 feet along the curve concave to the south, having a radius of 5689.65 feet and a central angle of 3°22'01";
15. North 74°40'19" East tangent to said curve, a distance of 2552.80 feet to the beginning of a curve tangent to said line;
16. Thence easterly a distance of 622.32 feet along the curve concave to the south, having a radius of 5689.65 feet and a central angle of 6°16'01";
17. North 80°56'20" East tangent to said curve, a distance of 1395.90 feet to the beginning of

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a curve tangent to said line;

18. Thence easterly a distance of 525.22 feet along the curve concave to the north, having a radius of 11499.19 feet and a central angle of $2^{\circ}37'01''$;

19. North $80^{\circ}10'09''$ East, a distance of 535.75 feet;

20. North $88^{\circ}00'13''$ East, a distance of 576.61 feet; to the land of the United States of America (also known as Navy Parcel "D" and Tax Lot 7.4);

thence along the land of the United States of America South $13^{\circ}18'00''$ East, a distance of 2633.65 feet; thence along the land of the United States of America and then to the easterly line of Lot 1 as shown on the Map of Edwin H Brown filed March 31, 1920 as File No. 761 the following two (2) courses and distances:

1. South $90^{\circ}00'00''$ East, a distance of 2513.85 feet;

2. North $83^{\circ}46'40''$ East, a distance of 1628.84 feet; to the easterly line of lot one from said map;

thence southerly and then westerly along the line of Lot 1 from said map South $06^{\circ}14'40''$ East, a distance of 1656.83 feet; thence South $83^{\circ}36'20''$ West, a distance of 265.45 feet;

thence southerly along Lot 12 from the Map of Edwin H Brown South $06^{\circ}24'00''$ East, a distance of 499.92 feet;

thence North $83^{\circ}21'52''$ East, a distance of 1721.36 feet; to the westerly line of Peconic Avenue (a paper street);

thence southerly along the westerly line of Peconic Avenue the following five (5) courses and distances:

1. South $06^{\circ}04'58''$ East, a distance of 2077.59 feet;

2. South $13^{\circ}07'16''$ West, a distance of 77.19 feet;

3. South $05^{\circ}57'48''$ East, a distance of 639.29 feet;

4. South $06^{\circ}35'47''$ East, a distance of 657.42 feet;

5. South $06^{\circ}02'13''$ East, a distance of 744.57 feet to the northerly line of Grumman Boulevard;

thence westerly along the northerly line of Grumman Boulevard the following ten (10) courses and distances:

1. North $69^{\circ}21'24''$ West, a distance of 3.10 feet;

2. North $84^{\circ}02'24''$ West, a distance of 616.74 feet;

3. South $87^{\circ}05'16''$ West, a distance of 602.20 feet;

4. South $85^{\circ}37'16''$ West, a distance of 313.16 feet to the beginning of a curve tangent to said line;

5. Thence westerly a distance of 99.78 feet along the curve concave to the north, having a radius of 614.17 feet and a central angle of $9^{\circ}18'30''$;

6. North $85^{\circ}04'14''$ West tangent to said curve, a distance of 732.38 feet;

7. North $71^{\circ}24'04''$ West, a distance of 91.27 feet;

8. North $71^{\circ}22'44''$ West, a distance of 418.08 feet;

9. South $69^{\circ}37'16''$ West, a distance of 674.80 feet;

10. North $62^{\circ}22'44''$ West, a distance of 43.38 feet; to the land of the Wells Family cemetery;

thence along the Wells Family Cemetery the following two (2) courses and distances:

1. North $02^{\circ}22'14''$ West, a distance of 286.12 feet;

2. South $85^{\circ}20'16''$ West, a distance of 90.00 feet to the land of the United States of America (also known as Navy Parcel "B" and Tax Lot 7.2);

thence along the land of the United States of America the following five (5) courses and distances:

1. North $04^{\circ}39'44''$ West, a distance of 114.29 feet;

2. North $66^{\circ}46'00''$ West, a distance of 1108.62 feet;

3. North $53^{\circ}05'17''$ West, a distance of 3146.62 feet;

4. North $90^{\circ}00'00''$ West, a distance of 1306.50 feet;

5. South $04^{\circ}00'00''$ East, a distance of 2153.67 feet to the northerly side of Grumman Boulevard;

thence westerly along the northerly line of Grumman Boulevard the following three (3) courses and distances:

1. South $86^{\circ}13'29''$ West, a distance of 206.66 feet to the beginning of a curve;

2. Having a radius of 2914.79 feet concave to the south and a central angle of $11^{\circ}56'55''$ and being subtended by a chord which bears South $88^{\circ}57'25''$ West 606.75 feet; thence westerly along said curve, a distance of 607.86 feet;

3. South $82^{\circ}58'57''$ West, a distance of 1069.85 feet to the land of the United States of America (also known as Navy Parcel "A" and Tax Lot 7.1);

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thence along the land of the United States of America the following five (5) courses and distances:

1. North 04°20'00" West, a distance of 525.31 feet;
2. North 90°00'00" West, a distance of 560.57 feet;
3. North 30°00'00" West, a distance of 436.40 feet;
4. North 90°00'00" West, a distance of 790.00 feet;
5. South 00°00'00" West, a distance of 1099.72 feet to the northerly line of Grumman Boulevard;

thence westerly along the northerly line of Grumman Boulevard the following eight (8) courses and distances;

1. South 82°58'57" West, a distance of 243.60 feet to the beginning of a curve tangent to said line;
2. Thence westerly a distance of 176.33 feet along the curve concave to the south, having a radius of 11509.16 feet and a central angle of 0°52'40";
3. South 82°06'17" West, a distance of 2226.10 feet to the beginning of a curve tangent to said line;
4. Thence westerly a distance of 504.77 feet along the curve concave to the north, having a radius of 2241.83 feet and a central angle of 12°54'02";
5. North 84°59'41" West tangent to said curve, a distance of 2524.17 feet to the beginning of a curve tangent to said line;
6. Thence westerly a distance of 215.04 feet along the curve concave to the south, having a radius of 2341.83 feet and a central angle of 5°15'40";
7. South 89°44'39" West tangent to said curve, a distance of 974.35 feet;
8. North 48°03'55" West, a distance of 107.56 feet; to the Point or Place of Beginning.

Containing an area of 2,576.56 ACRES. Excepting therefrom the land of the United States of America (also known as Navy Parcel "C" and Tax Lot 7.3), being more particularly described below:

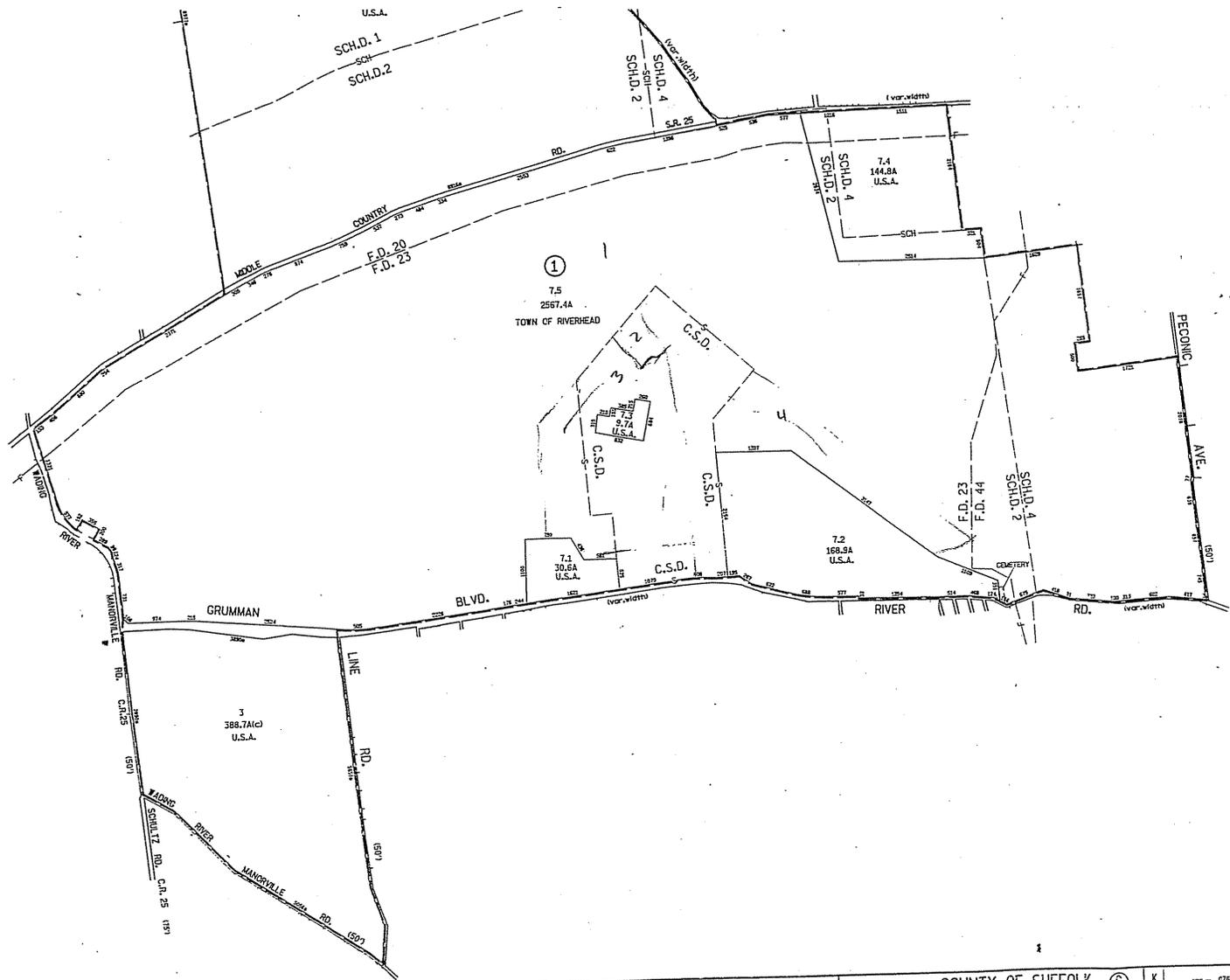
Beginning at a point which is the following four (4) courses and distances from the intersection of the northerly side of Grumman Boulevard and the southwest corner of the parcel previously described, running thence easterly along Grumman Boulevard through a curve concave to the south having a radius of 2914.79 feet and a central angle of 4°47'37" and being subtended by a chord which bears South 87°27'56" East 243.80 feet; thence easterly along said curve, a distance of 243.87 feet; still along Grumman Boulevard North 86°13'29" East, a distance of 206.66 feet to the land of the United States of America, thence North 04°00'00" West, a distance of 2153.67 feet along the land of the United States of America to a rebar and cap, thence on a tie through the land of the Town of Riverhead Community Development Agency North 79°33'33" West, distance of 1277.77 feet, to the Point or Place of Beginning.

Thence running along the land of the Town of Riverhead Community Development Agency North 78°43'00" West, a distance of 831.93 feet; thence North 07°05'00" East, a distance of 314.99 feet; thence South 78°43'00" East, a distance of 210.00 feet; thence North 11°17'00" East, a distance of 155.00 feet South 78°43'00" East, a distance of 385.00 feet; thence North 11°17'00" East, a distance of 215.00 feet; thence South 78°43'00" East, a distance of 260.00 feet; thence South 11°17'00" West, a distance of 684.15 feet; to the Point of Beginning. Containing 9.66 ACRES, more or less.

Total area contained in Schedule A equals 2566.90 ACRES.

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Sheet 6 of 22



Subdivision Lot No.	121
Subdivision Book/Sheet No.	(21)
Local Description	
County	
State	
Assessed Area	12.1 A(c) or 12.1A
Contracted Area	12.1 A(c)

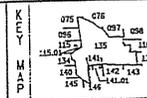
Block Unit	2
Block No.	
County Line	
Town Line	
Water Line	

School District Line	— SCH
Fire District Line	— F
Road District Line	— R
Light District Line	— L
Park District Line	— P
Sever District Line	— S
Hydrant District Line	— H
Refuse District Line	— R
Historical District Line	— HST
Assurance District Line	— A
Conveyance District Line	— CV

UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:	SEWER, SALVATION, SEWER, DIST.
SCHOOL	14.4
FIRE	20, 23, 44
LIGHT	25
PARK	
AMBULANCE	
	HYDRANT
	WATER
	REFUSE
	WASTEWATER



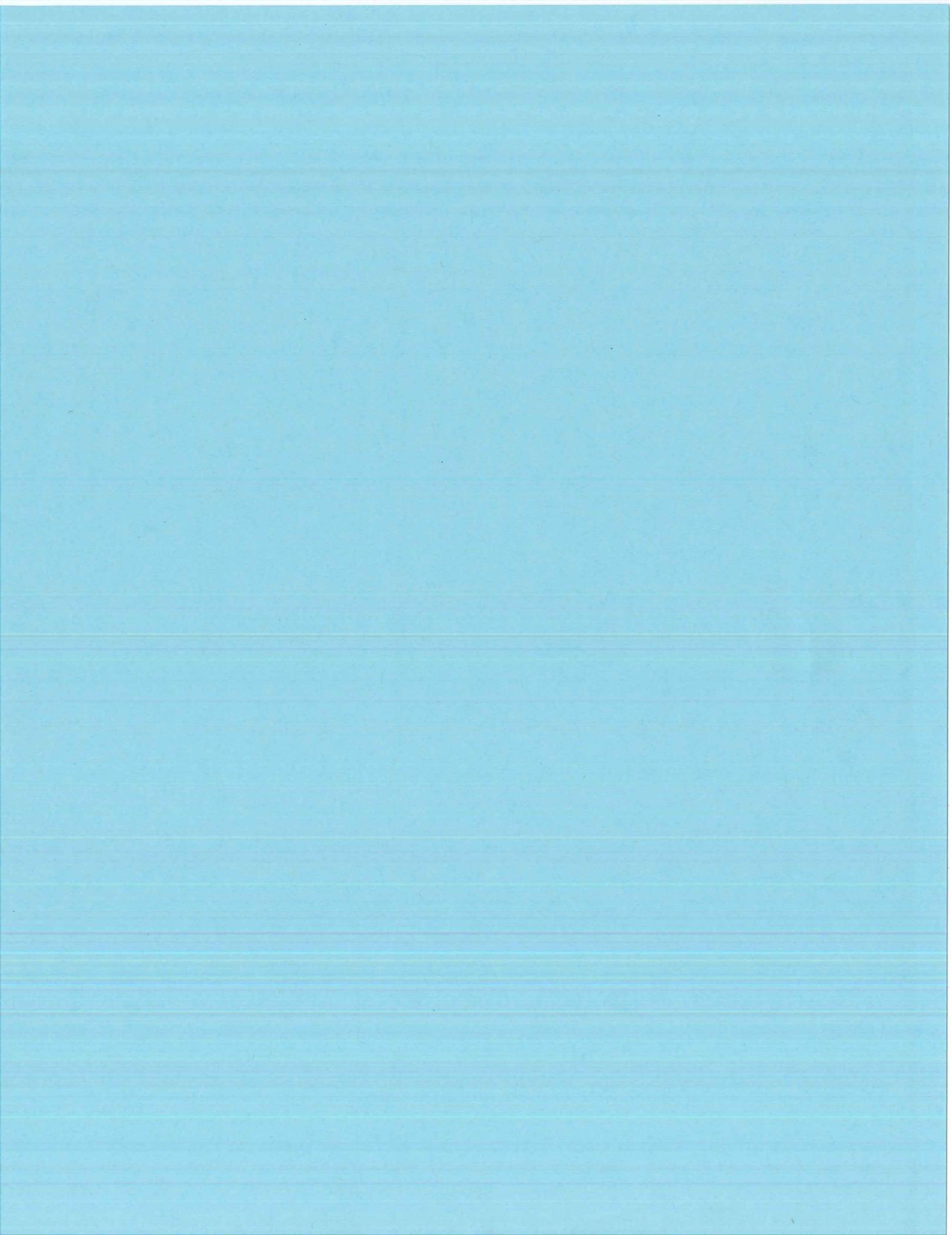
COUNTY OF SUFFOLK
Real Property Tax Service Agency
 County Center Riverhead, N.Y. 11901
 SCALE IN FEET



TOWN OF	RIVERHEAD
VILLAGE OF	
DISTRICT NO	0600

SECTION NO	135
PROPERTY MAP	

CONVERSION DATE: APR. 25, 1997



Joe Hall

From: Karin Gluth [gluth@riverheadli.com]
nt: Tuesday, May 18, 2010 12:33 PM
Subject: 'Joe Hall'
Subject: FW: Parcel at Enterprise Park at Calverton
Attachments: Attachment 2.pdf; revised map.pdf

Karin Gluth
Planner
Town of Riverhead
631-727-3200 x206

From: Mackey, Douglas (PEB) [mailto:Douglas.Mackey@oprhp.state.ny.us]
Sent: Tuesday, May 18, 2010 11:24 AM
To: 'Karin Gluth'
Subject: RE: Parcel at Enterprise Park at Calverton

Karin

I have done some digging and realized that after the MOA was created - Calverton had some additional archaeology done to look at a few areas. As a result of that study, the area of your current project is no longer considered archaeologically sensitive. I have attached:

A scan of Attachment 2 from the original document - it is just the maps from the early report reproduced; & the revised map that was generated after the 1999 study. This should help you in the future. - unfortunately we can only scan in B&W so the color used on the map is lost. Areas of High Sensitivity - tests and Non-Sensitive Area (tested) look similar (fully shaded). Only the Area marked as #1 is still considered sensitive in those fully shaded areas.

I have also scanned that full 1999 report and will send you a copy in a separate e-mail so you have all the details. It is a large file (12mb) so let me know if it does not come through.

If you need a formal letter, please send me a letter requesting one, that identifies the project.

Doug

From: Karin Gluth [mailto:gluth@riverheadli.com]
Sent: Monday, May 17, 2010 4:32 PM
To: Mackey, Douglas (PEB)
Subject: Parcel at Enterprise Park at Calverton

Hi Doug,

As per our conversation today, please see the attached document with aerial views of EPCAL and the parcel in question. As per a map in the Generic Environmental Impact Statement at least a portion of the parcel appears to be within an area of High Potential Prehistoric Sensitivity. As per the Town Board, the applicant must comply with the agreement between the Community Development Agency of Riverhead and the New York State Historic Preservation Office Regarding Historic and Archaeological Resources at the Former Naval Weapons Industrial Reserve Plant. Although I have a copy of the document, I don't have a copy of Exhibit 2 (the archeological map) referred to on page 2. Please provide guidance on whether the applicant needs to obtain clearance from NYSHPO before any ground disturbance. If you could provide a copy of Exhibit 2 that would be appreciated as well.

Thanks for your help,
Karin

Karin Gluth
Planner
Town of Riverhead
631-727-3200 x206

1/23/98

ATTACHMENT 2

ARCHEOLOGICAL MAPS

Attachment 2 is comprised of Figures 6-2 and 6-3 from the Naval Weapons Industrial Reserve Plant (NWIRP) Calverton, NY Cultural Resource Survey dated September 1996. They identify areas of archaeological sensitivity, which may be eligible for listing on the National Register of Historic Places at NWIRP Calverton.

Historic Sensitivity Areas

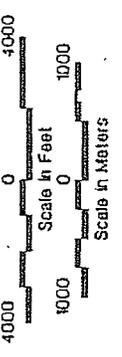
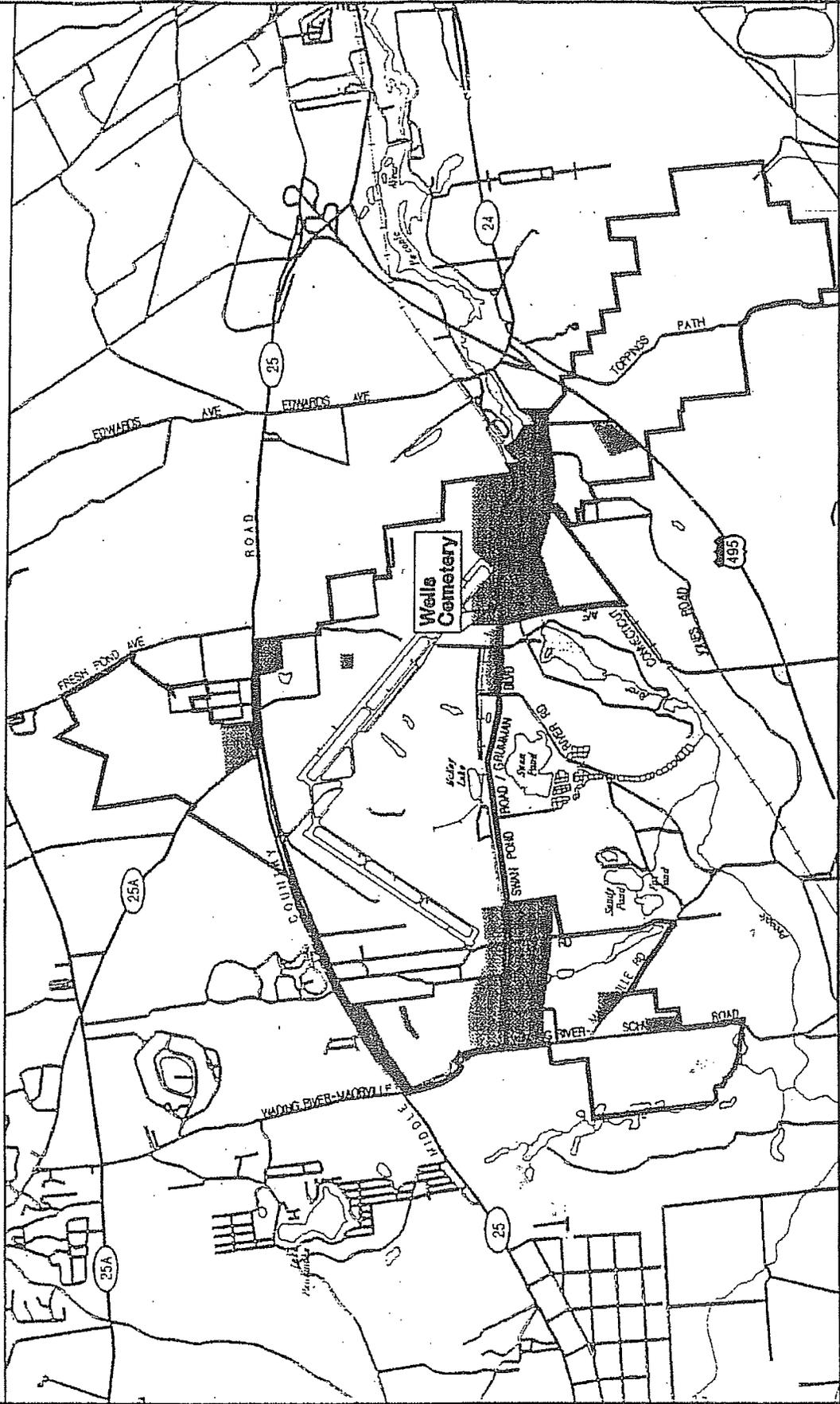
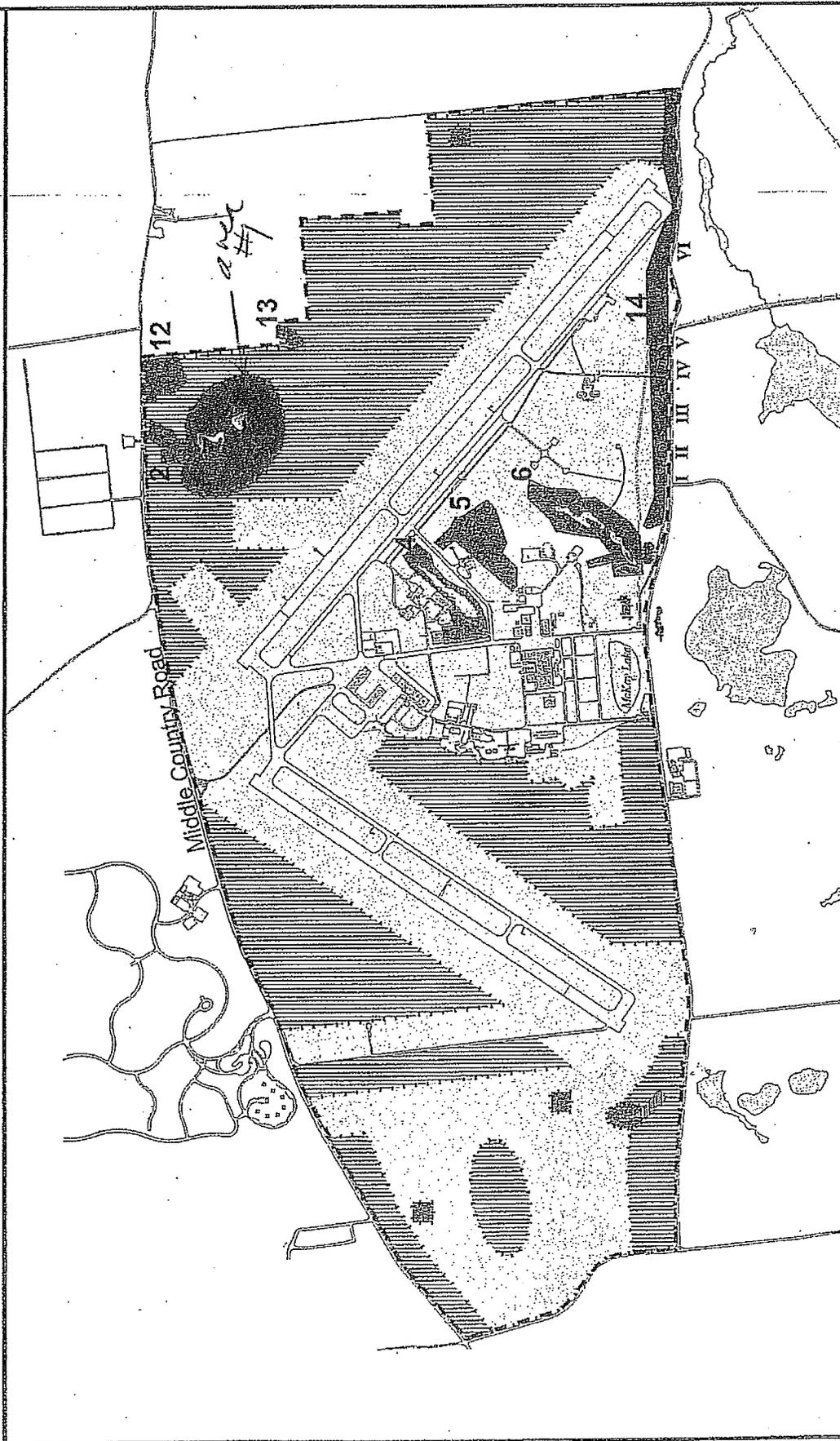


Figure 6-3

NWIRP Calverton Archaeological Sensitivity



	Area of High Sensitivity (Subsurface Tested)		1000 0 1000 2000 3000 4000 Feet
	Area of High Sensitivity (Not Subsurface Tested)		300 0 300 600 900 1200 Meters
	Area of Moderate/Low Sensitivity (Not Subsurface Tested)		
	Non-Sensitive Area (Subsurface Tested)		
	Developed Area		
	Pine Barren Core Area		
	Property Boundary		

Note: GPS-surveyed areas of archaeological sensitivity have solid borders. Areas not surveyed have dotted line borders.

Figure S-1