

LETTER OF INTENT

Planning Board
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

**Re: Norfolk Developers LLC-Major Subdivision
SCTM#0600-84-02-2.1**

Planning Board Members:

The applicant, Norfolk Developers LLC, proposes to subdivide 12.88-acre parcel into 12 residential lots in the Residence A-40 zone. This is in accordance with the provisions of the Riverhead Town Code and similar to the lots in the adjoining residential area. This site will be served by public water.

It is respectfully requested that the Planning Board entertain this application and act favorably upon it as expeditiously as possible.

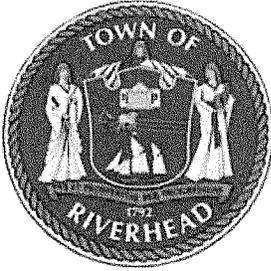
Very truly yours,

Norfolk Developers LLC



Gary Sherman, Member

2019 OCT 23 PM 2:34



**TOWN OF RIVERHEAD
PLANNING DEPARTMENT
201 Howell Avenue
Riverhead, New York 11901
(631) 727-3200 Ext. 240**

2019 OCT 23 PM 2:31

APPLICATION FOR SUBDIVISION

Please type or print clearly

- | | | | |
|-------|-------------------------------------|-----------------------|--------------------------|
| Major | <input checked="" type="checkbox"/> | Lot Line Modification | <input type="checkbox"/> |
| Minor | <input type="checkbox"/> | Conveyance of Land | <input type="checkbox"/> |
| | | Unmerger | <input type="checkbox"/> |

Designated name of proposed development or project. (If none exists, supply applicant name here):

Subdivision-Norfolk Developers LLC

Applicant*:

Licensed Design Professional(if applicable)

Name: Norfolk Developers LLC

Name: Young & Young

Address: PO Box 762, Sagaponack, NY 11962

Address: 400 Ostrander Ave., Riverhead, NY 11901

E-Mail: ghsherman@mac.com

E-Mail: HWY@youngengineering.com

Phone: 646-522-1851

Phone: 631-727-2303

Owner*:

Attorney(if applicable)*:

Name: same as applicant

Name: Charles R. Cuddy

Address: _____

Address: 445 Griffing Ave., Riverhead, NY 11901

E-Mail: _____

E-Mail: charlescuddy@optonline.net

Phone: _____

Phone: 631-369-8200

Suffolk County Tax Map Number (s): 0600-84-02-2.1

Location of site: East of Rabbit Run-Riverhead

Zoning Use District: Residence A-40

Size of area: _____ Square feet, 12.8720 Acres.

Will an approved Stormwater Pollution Prevention Plan (SWPPP) be required? Yes

Is the subject parcel within 500 ft. of a farm operation located in an Agricultural District? No

[Signature]
Applicant Signature

10/18/19
Date

Gary Sherman
Print Applicant name

Member
Title, if Applicable

All Subdivision Fees are Not Refundable

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Norfolk Developers LLC- subdivision		
Project Location (describe, and attach a general location map): No# Midway Drive, Riverhead, NY (SCTM#0600-84-2-2.1)		
Brief Description of Proposed Action (include purpose or need): Major subdivision-12 lots		
Name of Applicant/Sponsor: Norfolk Developers LLC		Telephone: 646-522-1851
		E-Mail: ghsherman@mac.com
Address: PO Box 762		
City/PO: Sagaponack	State: NY	Zip Code: 11962
Project Contact (if not same as sponsor; give name and title/role): Charles R. Cuddy, Esq.		Telephone: 631-369-8200
		E-Mail: charlescuddy@optonline.net
Address: 445 Griffing Avenue		
City/PO: Riverhead	State: NY	Zip Code: 11901
Property Owner (if not same as sponsor): same as applicant		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or Village Board of Trustees	Town Board wetland designation	November 2019
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town Planning Board-subdivision approval	October 2019
c. City Council, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SCDHS-subdivision approval	November 2019
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. <i>i.</i> Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, <i>ii.</i> Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>iii.</i> Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Residence R-40

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Riverhead

b. What police or other public protection forces serve the project site?
Town of Riverhead

c. Which fire protection and emergency medical services serve the project site?
Town of Riverhead

d. What parks serve the project site?
County and State parks

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? residential

b. a. Total acreage of the site of the proposed action? 12.8720 acres
b. Total acreage to be physically disturbed? 5 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 12.8720 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
residential

ii. Is a cluster/conservation layout proposed? Yes No
iii. Number of lots proposed? 12
iv. Minimum and maximum proposed lot sizes? Minimum 27,831 sf Maximum 75,825 sf

e. Will proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
• Total number of phases anticipated 4
• Anticipated commencement date of phase I (including demolition) 4 month 2021 year
• Anticipated completion date of final phase 8 month 2022 year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____
home construction

f. Does the project include new residential uses? Yes No

If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	12			
At completion				
of all phases	12			

g. Does the proposed action include new non-residential construction (including expansions)? Yes No

If Yes,

- i. Total number of structures _____
- ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
- iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No

If Yes,

- i. Purpose of the impoundment: _____
- ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
- iii. If other than water, identify the type of impounded/contained liquids and their source. _____
- iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
- v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
- vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No

If Yes:

- i. What is the purpose of the excavation or dredging? _____
- ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 - Volume (specify tons or cubic yards): _____
 - Over what duration of time? _____
- iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
- iv. Will there be onsite dewatering or processing of excavated materials? Yes No
If yes, describe. _____
- v. What is the total area to be dredged or excavated? _____ acres
- vi. What is the maximum area to be worked at any one time? _____ acres
- vii. What would be the maximum depth of excavation or dredging? _____ feet
- viii. Will the excavation require blasting? Yes No
- ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No

If Yes:

- i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No

If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed _____
- expected acreage of aquatic vegetation proposed to be removed _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

• proposed method of plant removal: _____

• if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ 3600 gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

• Name of district or service area: Riverhead Water District

• Does the existing public water supply have capacity to serve the proposal? Yes No

• Is the project site in the existing district? Yes No

• Is expansion of the district needed? Yes No

• Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

• Describe extensions or capacity expansions proposed to serve this project: _____

lateral extension of Riverhead Water District

• Source(s) of supply for the district: Riverhead Water District

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If, Yes:

• Applicant/sponsor for new district: _____

• Date application submitted or anticipated: _____

• Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

• Name of wastewater treatment plant to be used: _____

• Name of district: _____

• Does the existing wastewater treatment plant have capacity to serve the project? Yes No

• Is the project site in the existing district? Yes No

• Is expansion of the district needed? Yes No

Yes No
 Yes No

• Do existing sewer lines serve the project site?
 • Will line extension within an existing district be necessary to serve the project?
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

- i. Estimate methane generation in tons/year (metric): _____
- ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

- i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.
- ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____
- iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____
- iv. Does the proposed action include any shared use parking? Yes No
- v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

- i. Estimate annual electricity demand during operation of the proposed action: _____
- ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____
- iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

- i. During Construction:
 - Monday - Friday: _____
 - Saturday: _____
 - Sunday: _____
 - Holidays: _____
- ii. During Operations:
 - Monday - Friday: _____
 - Saturday: _____
 - Sunday: _____
 - Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration:
 normal home construction _____

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n.. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products (185 gallons in above ground storage or an amount in underground storage)? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation : _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No
 If Yes:
 i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____
 ii. Anticipated rate of disposal/processing:
 • _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
 • _____ Tons/hour, if combustion or thermal treatment
 iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No
 If Yes:
 i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

 ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

 iii. Specify amount to be handled or generated _____ tons/month
 iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

 v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No
 If Yes: provide name and location of facility: _____

 If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.
 i. Check all uses that occur on, adjoining and near the project site.
 Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Aquatic Other (specify): _____
 ii. If mix of uses, generally describe:

b. Land uses and covertsypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	1.9	+1.9
• Forested	8		
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	2		
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)	2		
• Other Describe: <u>lawn & landscape</u>			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ N/A feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ 20+ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ 100 % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 100 % of site
 10-15%: _____ % of site
 15% or greater: _____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Upper Glacial Aquifer

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? Yes No
 If Yes:
 i. Describe the habitat/community (composition, function, and basis for designation): _____

 ii. Source(s) of description or evaluation: _____
 iii. Extent of community/habitat:
 • Currently: _____ acres
 • Following completion of project as proposed: _____ acres
 • Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? Yes No

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? Yes No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? Yes No
 If yes, give a brief description of how the proposed action may affect that use: _____

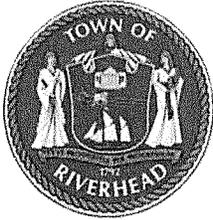
E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No
 If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? Yes No
 i. If Yes: acreage(s) on project site? _____
 ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? Yes No
 If Yes:
 i. Nature of the natural landmark: Biological Community Geological Feature
 ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? Yes No
 If Yes:
 i. CEA name: _____
 ii. Basis for designation: _____
 iii. Designating agency and date: _____



Town of Riverhead Agricultural Data Statement

When to use this form: This form must be completed by the applicant for any use variance, Special Use Permit, site plan approval, or subdivision approval on property within an Agricultural District containing a farm operation **OR** on property with boundaries within 500 ft. of a farm operation located in an Agricultural District. Applications requiring an Agricultural Data Statement require referral to the Suffolk County Planning Commission unless exempt in accordance with the inter-municipal agreement regarding zoning referrals.

- 1) Name of Applicant: Norfolk Developers LLC
- 2) Address of Applicant: PO Box 762, Sagaponack, NY 11962
- 3) Name of Land Owner (if other than the applicant): same as applicant
- 4) Address of Land Owner: _____
- 5) Description of Proposed Project: 12-lots subdivision

- 6) Location of property (street address): No# Midway Drive, Riverhead, NY
- 7) Project site tax map number: 0600-84-02-2.1
- 8) Is the project located on property within an Agricultural District containing a farm operation? No (yes or no)
- 9) Is the project located on property outside an Agricultural District, but with a boundary or boundaries within 500 ft. of a farm operation located in an Agricultural District? No (yes or no).
- 10) Tax map # and name and address of any owner(s) of parcels of land within the Agricultural District containing farm operation(s) located within 500 ft. of the boundaries of the parcel subject to the pending application.

<u>Tax Map #</u>	<u>Name & Address</u>
1.	_____
2.	<u>N/A</u>
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____

(Use the back side of the page if more than seven properties are identified.)

Tax map numbers within 500 ft. may be obtained when requested in advance from the Planning Department at 631-727-3200 x240. Information regarding property addresses and whether a property is an active farm operation is available by contacting the Assessor's office in advance at 631-727-3200 x255.

- 11) Submit a copy of the current tax map page(s) labeling the site of the proposed project and highlighting the farm operation parcels identified in item 10 above.
- 12) Submit pre-addressed legal size envelopes, pre-addressed to each of the landowners identified in item 10 above with pre-paid certified mail postage, together with pre-addressed green, return receipt cards for each mailing. The return address on the return receipt card must read "Riverhead Town Planning Department, 201 Howell Ave., Riverhead, NY 11901."

Signature of Applicant  Date 10/12/19

Note: 1. The Planning Department will solicit comments via mail from the owners of land identified above in order for the applicable Board to consider the effect of the proposed action on their farm operation. This will include a copy of this statement. 2. Comments returned will be taken into consideration by the applicable Board as part of the overall review of an application. 3. Failure to provide a complete Agricultural Data Statement means the application cannot be acted upon by the applicable Board.

READ THIS DOCUMENT CAREFULLY. YOU MAY CONSULT YOUR ATTORNEY BEFORE COMPLETING.

DISCLOSURE AFFIDAVIT

State of New York)

ss:

County of Suffolk)

I, Norfolk Developers LLC by Gary Sherman an applicant for the following relief:

Major Subdivision approval

and being duly sworn, deposes and says:

That I make and complete this affidavit under the penalty of perjury and swear to the truth thereof.

That I understand that this affidavit is required by Section 809 of the GENERAL MUNICIPAL LAW and that a knowing failure to provide true information is punishable as a misdemeanor. Being so warned, I state:

That No one, is a State Officer, is an officer or employee of Riverhead Town, and

That this person has an interest in the person, partnership, or association requesting the above stated relief.

That for the purpose of this section, an officer or employee shall be deemed to have an interest in the applicant where he, his spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them

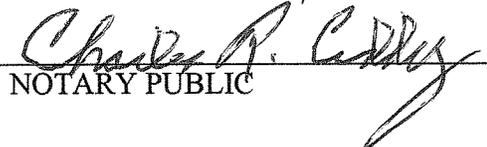
- (a) is an applicant,
- (b) is an officer, director, partner or employee of the applicant,
- (c) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association, applicant, or
- (d) is a party to an agreement with such an applicant, express or implied, whereby he may receive any payment or other benefit, whether or not for services rendered dependent or contingent upon the favorable approval of such application, petition, or request.

That ownership of less than five (5) percent of the stock of a corporation whose stock is listed on the New York or American Stock Exchange shall not constitute an interest for the purpose of this section.

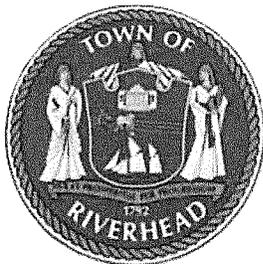

(SIGNATURE)

Sworn to before me this 18 day

of Oct, 2019


NOTARY PUBLIC

CHARLES R. CUDDY
Notary Public, State of New York
No 02015872225
Qualified in Suffolk County
Commission Expires December 31, 2022



TOWN OF RIVERHEAD PLANNING BOARD

201 HOWELL AVENUE, RIVERHEAD, NEW YORK 11901-2596
(631) 727-3200, EXT. 240, FAX (631) 727-9101

Construction Activity Agreement

Job Title: Norfolk Developers LLC subdivision

SCTM No: 0600-84-02-2.1

SiteAddress: No# Midway Drive, Riverhead, NY

I agree to comply with the following:

- I will have available on-site this agreement and related plans during the entire construction process. I will explain the requirements to all construction personnel and subcontractors. I take responsibility for full compliance with this agreement and Chapter 275 of the Town of Riverhead Code (Stormwater Management and Erosion and Sediment Control).
- No vegetation and/or trees may be cleared without first receiving a mark-out or authorization from Planning, Building and/or Engineering Inspectors. Only vegetation, topsoil, and trees specifically in the path of construction activity may be removed.
- No earth, fill or construction material shall be allowed to migrate off site from this project on the Town of Riverhead roadway and/or storm drain system or an adjacent property.
- No fill shall be brought into site without the express approval of a Building Department. Fill piles will only be allowed in a location designated on plan, or authorized by Building Inspector(s). Piles of fill shall be stabilized and/or contained with grass seed, sit fences, hay bales, or other approved methods.
- At the end of each workday the adjacent roadway and/or storm drain system shall be inspected by owner or his/her designee for soil or other matter. All construction site and adjacent roadways shall be cleared of soil and other material at the end of each day.
- All construction and demolition debris and materials, including wet concrete, shall be disposed of at an appropriate facility in accordance with Town of Riverhead and NYSDEC waste management regulations. Dumping any liquid, semi-liquid, or other materials from a construction site into storm drains, roadways, vacant property or grounds for a violation.
- Litter shall be picked up on a daily basis from site, adjacent properties and/or the road system.
- Toilet facilities shall be available to all workers on site during the construction period.
- A temporary stable construction entrance shall be constructed utilizing recycled concrete aggregate (RCA) or a similar material, unless a suitable constructed entrance already exists on the site.

- All municipal or private drainage inlets adjacent to area or construction shall be protected from dirt/matter/pollutants through the use of products/sponges designed for this purpose.
- On areas of steep slopes and areas cleared of vegetation, suitable stabilization methods, as shown on approved site plans and the stormwater pollution prevention plan (SWPPP) shall be employed to prevent soil migration and stormwater runoff.
- All exposed expanses of soil shall be stabilized with annual grass seed as soon as areas will no longer be needed for construction staging, or if areas will remain undisturbed for six weeks or longer.
- Prior to tree, shrub or other plantings, soil shall be suitably tilled and prepared.

In WITNESS WHEREOF, the parties hereto have caused this Declaration to be duly executed as of the date and year first above written.

Dated: 10/18/19

[Signature]
Owner Signature

Dated: _____

Contractor Signature

STATE OF NEW YORK)
 :SS:
COUNTY OF SUFFOLK)

On the 18 day of October in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Sherman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Dated: 10-18-19

[Signature]
Notary Signature

STATE OF NEW YORK)
 :SS:
COUNTY OF SUFFOLK)

CHARLES R. CUDDY
Notary Public, State of New York
No. 02CU5872225
Qualified in Suffolk County
Commission Expires December 31, 2022

On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Dated: _____

Notary Signature



WESTCOR
LAND TITLE INSURANCE COMPANY

Gary Siterman

Title No.: W-ADA-1544-S

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

19 OCT 23 PM 2:00

Westcor Land Title Insurance Company, a South Carolina Corporation, (hereinafter referred to as the "Company", for valuable consideration, does hereby certify to the proposed Insured named in Schedule A that an examination of title to the land as set forth in Schedule A has been made in accordance with the Company's usual procedures as the Company commits to issue its policy or policies of title insurance, and identified in Schedule A, in favor of the proposed Insured, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums charged herefore; all subject to the provisions of Schedule A and B hereto and the Conditions and Stipulations, Standard Exclusions and Standard Exceptions hereof, all as set forth herein.

This Commitment shall be null and void: (1) if the fees herefore are not paid; (2) if the proposed Insured, his attorney or agent, makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact, or if any untrue answers are given to material inquiries by or on behalf of the Company and (3) upon delivery of the policy.

Any claim arising hereunder or by reason of the issuance hereof shall be restricted to the terms and conditions of the standard form of title insurance policy. If the proposed Insured acquired or acquires, any interest or lien to be insured hereunder prior to the delivery hereof, the Company assumes no liability hereunder except under the policy when issued.

The use of this Commitment is intended for attorneys only. The exceptions as may be set forth herein may affect the marketability of the title to the land set forth in Schedule A hereto. You should consult your attorney before taking any action based upon the contents hereof. The Company's representative at any closing held hereunder may not and will not act as legal adviser to any of the parties to the closing or draw legal instruments for such parties. Such representative is permitted to be of assistance only to an attorney. You are advised to have your own attorney present at any closing held hereunder.

In Witness Whereof, the Company has caused its Corporate Name and Seal to be hereunto affixed; and this instrument, including the Conditions and Stipulations and Standard Exceptions hereto, to become valid when Schedule A and B have been attached hereto.

THIS REPORT IS NOT A TITLE INSURANCE POLICY!

PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPOERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

Countersigned this _____ day of _____ of the year _____

Questions concerning this Commitment should be directed to:

Authorized Officer or Agent

WESTCOR LAND TITLE INSURANCE COMPANY

Redated: _____

By: _____



By: *Mary O'Connell*

President

Attest: *[Signature]*

Secretary

**CONSUMER NOTICES AND DISCLOSURES AS REQUIRED PURSUANT TO NEW YORK
INSURANCE LAW:**

Date:
Order/File No.
The Property:
To: (Borrower)

These disclosure and Notices are for the purposes of compliance with New York Insurance law and do not alter or change the coverage's, exceptions, exclusions, or conditions of the final policies issued in connection with the subject transaction. Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

THIS REPORT IS NOT A TITLE INSURANCE POLICY. PLEASE REVIEW THIS REPORT WITH A REAL ESTATE PROFESSIONAL REPRESENTING YOUR INTEREST IN THIS TRANSACTION. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.

Initial: _____

Westcor Land Title Insurance Company

Title Number: **W-ADA-1544-S**
Page 1

Schedule A

Title Number: **W-ADA-1544-S**

Effective Date: **4/25/2019**

Premises: **Riverhead, NY 11901**
County: **Suffolk**
City:
Town: **Riverhead**
Village:
Tax ID: **District 0600 Section 084.00 Block 02.00 Lot 002.001**

ALTA Owner's Policy 2006 (with N.Y. Endorsement Modifications) **\$525,000.00**
Proposed Insured: **Norfolk Developers LLC**

ALTA Loan Policy 2006 (with Endorsement Modifications) **N/A**
Proposed Insured: **N/A**

The estate or interest in the land described or referred to in this Certificate and covered herein is:
Fee Simple

Title to said estate or interest in said land at the effective date hereof is vested in:

Ann H. Olson

Source of Title: **Deed made by Jean H. Johnson, individually and as co-executor of the Estate of John H. Hallock, dated 4/22/1982, recorded 05/07/1982 in Liber 9179 page 529 at Suffolk County Recording Office.**

Recertified Date: / /

Title Recertified In:

The land referred to in this Certificate is described as follows:

SCHEDULE "A" DESCRIPTION TO FOLLOW

Westcor Land Title Insurance Company

Title Number: **W-ADA-1544-S**

Page 1

SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of woodland, situate, lying and being at Middle Road, in the Town of Riverhead, Suffolk County, New York, bounded and described as follows:

BEGINNING at a point in a concrete monument marking the southeast corner of the premises herein about to be described;

RUNNING THENCE South 76 degrees 06 minutes West along the northerly line of land now or formerly of Lewis E. Downs, 42.92 feet to a point marked by a stake and stone;

THENCE South 78 degrees 55 minutes West and still along said Downs' land 105.0 feet to a point;

THENCE South 80 degrees 15 minutes West and still along said Downs' land 142.30 feet to a point;

THENCE South 74 degrees 24 minutes West and still along said Downs' land 143.0 feet to a point marked by a concrete monument;

THENCE North 20 degrees 32 minutes 30 seconds West and along the easterly line of land now or formerly of Herman E. Aldrich and passing through a stone 1280.7 feet to a point marked by a concrete monument;

THENCE North 68 degrees 21 minutes East along the southerly line of land now or formerly of John T. Downs and passing through two stones 424.75 feet to a point marked by a concrete monument;

THENCE South 20 degrees 46 minutes 30 seconds East (first) along the westerly line of land now or formerly of Vernon F. Wells and passing through a stone to a point marked by a concrete monument (then) continuing on the same course and along the westerly line of land now or formerly of Fred N. Moseley and passing through a stone, in all, 1159.75 feet to a point marked by a concrete monument;

THENCE South 19 degrees 33 minutes East 95.10 feet to a point marked by a stake;

THENCE South 20 degrees 49 minutes East 95.40 feet to the point or place of BEGINNING.

FOR CONVEYANCING ONLY: Together with all right, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

Westcor Land Title Insurance Company

Title Number: **W-ADA-1544-S**

Page 1

Schedule B

Hereinafter set forth are additional matters which will appear in our policy as exceptions from coverage unless disposed of to our satisfaction prior to the closing or delivery of the policy.

DISPOSITION

1. Taxes, tax liens, tax sales, water rates, sewer and assessments set forth in schedule herein.
2. Mortgages returned herein (**NONE**). Detailed statement herein.
3. Rights of tenants, if any.
4. Any state of facts which an accurate survey might show
OR
Survey exceptions set forth herein.
5. Covenants, conditions, easements, leases, agreements of record, etc., as follows:
NONE FOUND
6. The exact location, bearings and dimensions of the boundary lines of the premises set forth in Schedule A are not insured without an accurate survey acceptable to the company.
7. Any state of facts an inspection of the premises may show.
8. Certified owner, Ann H. Olson, has been run for judgments and liens and the following was found:
One (1) lien, herein, to be disposed of.
9. Proof is required that the owners/purchasers have not been known by any other name for the past ten years. If he/she has been known by any other name, all searches must be amended and run against such name and title is subject to returns, if any, on such amended searches.
10. Judgment and Lien Searches have been run against Ann H. Olson up to and including 4/25/2019. Due to a computer program change in the County Clerk's Office, searches cannot be made beyond that date. Accordingly, an affidavit is required from the Sellers/Mortgagors that, as of the date of closing, there are no judgments or liens against them unpaid or unsatisfied in any State or Federal Court. This exception may be omitted upon receipt of such or similar affidavit.

Westcor Land Title Insurance Company

Title Number: **W-ADA-1544-S**

Page 2

11. Company finds no outstanding mortgages of record. Therefore, company will require a statement in affidavit form from the record owners that there are no open mortgage debts against the subject property.
12. Application indicates title is vested in Estate of Ann H. Olson. We find title as certified. This must be explained prior to closing. In the event the discrepancy is due to death, this agency must be notified immediately and additional exceptions may be raised.
13. Proof is required that the Estate of Ann H. Olson is not liable for:
 - a) Unpaid debts or legacies;
 - b) Federal Estate Taxes;
 - c) New York Taxes.

Proof of payment thereof to be submitted.

14.

With respect to Norfolk Developers LLC, the following proofs and documents must be submitted to this Company:

- a) Articles of Organization, together with any amendments thereto;
 - b) Operating Agreement, together with any amendments thereto, and proof of adoption of same as the current version;
 - c) Resolution of the LLC executed by a duly authorized member or manager approving the subject transaction, which resolution identifies the person(s) authorized and directed to act for said LLC together with proof that the resolution was adopted in accordance with the operating agreement and the articles of organization. If the subject transaction involves the sale, exchange, lease or mortgage of all or substantially all of the assets of said LLC, then absent provision to the contrary in the operating agreement, such resolution must also be adopted by the vote of at least two-thirds in interest of the members entitled to vote thereon.
 - d) Proof of publication of the Notice of Formation for Norfolk Developers LLC must be provided and passed upon prior to closing.
15. Tax search discloses that the premises insured herein are currently being taxed without the improvements. The tax class and/or rate will change upon taxation authority's reassessment. Policy excepts all loss or damage arising from the imposition of any lien resulting from the restoration or change in same.
 16. Company excepts all unpaid water charges. Company does not make searches for same.

Westcor Land Title Insurance Company

Title Number: **W-ADA-1544-S**

Page 3

17. Water charges which may have accrued but have not been paid. This exception will be omitted upon receipt of a final water bill at closing. Parties are advised to contact the appropriate water authority at least three weeks prior to closing to secure a final water reading.
18. In 2018 the Suffolk County Water Authority ("SCWA") began exercising its right to levy unpaid water charges and surcharges from accounts which are closed on the property tax bill of the premises serviced. (Chapter 363 of the Laws of 2016 amended the Public Authorities Law to add Section 1078-f (the "SCWA Law"). It is a general policy of the SCWA to perform final readings only after transfer of title has taken place, with a final invoice available approximately 2 weeks later. Any policy(ies) issued at closing will except all charges, surcharges and tax liens arising from any SCWA account connected to the premises unless other arrangements are made with the Agency in advance of closing. A minimum of \$600.00 must be deposited in escrow with the Agency for a minimum of 6 months after closing in order for such policy exception to be waived. The Agency reserves the right to require more funds or time at its discretion.

Alternately, the parties herein are advised to:

Contact SCWA by phone at (631) 698-9500 to obtain water service account balance and surcharges;

Order the final reading once closing date has been confirmed;

Make suitable arrangements under the guidance of each party's respective counsel to provide for the payment of charges that may arise after closing or as a result of the final reading.

19. NOTE: Please be advised that as of 3/01/1999 in Southold Township and as of 04/01/1999 in Southampton, East Hampton, Shelter Island and Riverhead Townships, a Peconic Bay Region Community Preservation Fund Transfer Tax return must be filed in connection with any conveyance of real property and an additional transfer tax may be due.
20. The premises described in Schedule "A" herein is subject to the provisions of the Peconic Bay Region Community Preservation Fund Transfer Tax (Article 31-D Tax Law).
21. The Suffolk County Clerk requires that the Peconic Bay Transfer Tax form be submitted on its standard legal length (8 ½" x 14") and will reject a reduced size.

Westcor Land Title Insurance Company

Title Number: **W-ADA-1544-S**

Page 4

22. Nassau and Suffolk Counties require additional recording fees. In Nassau County there is a Tax Map Verification Letter fee of \$355.00 and a Block Recording fee of \$300.00. In Suffolk County there is a Mortgage Verification fee of \$300.00 and a Lot Verification fee of \$200.00

If the payoff letter does not contain adequate funds to pay these fees, then Company reserves the right to pick up said fees at closing.

23. An affidavit is required that the Seller/Mortgagor in this transaction is not a party to any matrimonial action brought under Domestic Relations Law Section 236, which became effective 6/30/2010. If they are a party to a n ongoing action, additional exceptions may be raised. (affidavit attached)
24. A copy of the contract of sale must be submitted for consideration prior to closing.
25. Subject to continuation of title.
26. Proof is required to show that the person executing the deed at closing is the same person as grantee in Liber 9179 page 529, the certified owner herein.
27. Closing deed must have the following recital, "Being and intended to be the same premises as conveyed to the party of the first part by deed recorded in Liber 9179 pg. 529."
28. FOR INFORMATION ONLY: Suffolk County Clerk Recording and Endorsement page must be completed and accompany each instrument to be recorded.
29. FOR INFORMATION ONLY: Although the Company will use its best efforts to record instruments promptly, no liability is assumed for penalties and interest under Section 1416 of the tax law due to the inability to file transfer tax returns or pay transfer taxes within the time required.

Westcor Land Title Insurance Company

Title Number: **W-ADA-1544-S**

Page 5

NOTE: All documents to be recorded in the Office of the Clerk/Registrar or filed in the Registrar's Office must be executed in **BLACK INK ONLY** or this company will assume no responsibility for the recording of same.

NOTE: Policy accepts any consequences that may arise due to the fact that the instruments submitted for recording are rejected by the County Clerk or Register because the instruments are illegible.

NOTE: Any Non-resident individual, trust or estate seller must pay estimated gains tax as calculated on a current Tax Form IT-2663 at time of closing. (If tax is to be paid from proceeds, please contact the company to make special arrangements.)

NOTE: All checks in excess of \$1,000.00, made payable to Advocate's Abstract, Inc. must be certified or attorney's escrow checks.

NOTE: Effective September 1, 2003, New York State Law Section 633 imposes filing and prepayment requirements on non-resident individuals, estates or trusts selling or transferring a fee simple interest in real property located in New York (other than the sale of a principal residence as that term is defined in Section 121 of the IRS Code). Section 663 requires those sellers to file a return and pay estimated personal income tax liability on the gain, if any, from such sale or transfer. Proof of such payment (or exemption from same) will be required before any Deed will be accepted for recording.

NOTE: If a Power of Attorney is to sign the Form IT2663, Form POA-1, must also be attached to this form to be sent to the New York State Department of Taxation and Finance.

NOTE: If the Title Company is required to pay the above-mentioned personal income tax directly, certified funds must be submitted, and an additional \$150.00 will be charged to the Seller.

NOTE: All municipal, departmental and street reports are for information only. They are not insured and this Company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

NOTE: Effective September 1, 2010, the collection of Sales and Use Tax on the provision of information services and title products is required pursuant to section 1105 of the New York State Tax law. Accordingly, said tax will be charged and reflected on this company's bill, on title products and searches including but not limited to: Certificate of Occupancy, Department of Buildings, Fire Department, Emergency Repair, Street Reports, Highway Department, Health Department, Department of Environmental Protection, Department of Air Resources, Oil Burner, Landmark and Patriot Act (or their variations where applicable).



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: WELFARE LIEN
Number of Pages: 0
Receipt Number : 16-0033486
Tax Map # :

Filed: 03/04/2016
At: 02:20:41 PM
Lien Num: LMS00011550

EXAMINED AND CHARGED AS FOLLOWS

Lien Fee : \$0.00

Received the Following Fees For Above Instrument

Exempt	NO
Fees Paid	\$0.00

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

JUDITH A. PASCALE
County Clerk, Suffolk County

Case # 168702

NOTICE OF LIEN
(Pursuant to Section 104-b of the Social Services Law)

TO:

- 1) Suffolk County Clerk County Clerk, Courthouse, 310 Center Drive, Riverhead, NY, 11901
(County Clerk for Social Services Area)
- 2) Ana I Olsen, 59 WATERVILLE DR, SOUND BEACH, NY, 117892138
(Injured Recipient)
- 3) Joseph B Fruchter Dba Law Offices Of 140 Fell Ct Ste 301 Hauppauge NY, 11788
(Attorney for Injured Recipient, if known)
- 4) TBD
(Person Allegedly Liable for Injuries)
- 5) TBD
(Attorney for Each Party Named in Item 4, if known)
- 6) Allstate Insurance Alicia Aliperiti 4 Metro Tech Center Ste 2001 Brooklyn Metro MCO Brooklyn NY, 11201
(Insurance Company Insuring Each Party Named in Item 4, if known)

SIRS:

PLEASE TAKE NOTICE that HMS, Inc., as authorized by the Commissioner of the Suffolk Department of Social Services, files this lien on behalf of Suffolk Department of Social Services for having furnished public assistance or care to a RECIPIENT whose name and address appear on Line 2 above, after said RECIPIENT sustained personal injuries allegedly on or about 01/23/2015 at caused by the person, firm or corporation named on Line 4 above, or others;

DOES HEREBY CLAIM A LIEN for the amount of related medical furnished since the occurrence of said injuries or which are expected to be furnished prior to settlement of said action to such RECIPIENT upon any right of action, suit, claim, counterclaim, demand, settlement, verdict, decision, decree, judgment, award or final order in any suit or proceeding in any court or administrative tribunal of this state, as well as the proceeds of any settlement thereof prior to suit or action, which such RECIPIENT may possess or be entitled to by reason of said injuries. In addition, the Commissioner does hereby file its claim under SSL § 104 for other (non-medical) public assistance benefits furnished to or on behalf of the RECIPIENT for ten (10) years prior to the date of settlement, which claim will be detailed separately. The service and filings of this Notice of Lien, pursuant to Section 104-b of the SOCIAL SERVICES LAW, does not affect the right of the Commissioner, if he has taken an assignment of the proceeds of such right of action, suit, claim, counterclaim, or demand, to recover under such assignment the total amount of assistance for which such assignment was made.

PLEASE TAKE FURTHER NOTICE that the total cost of public assistance or care furnished to the said RECIPIENT from the occurrence of said injuries to date hereof, amounts to \$1,420.91.

However, this lien shall not be deemed limited to that amount. It shall also include all public assistance granted after the date hereof, and upon receipt of notice of the final disposition of the RECIPIENT'S right of action, an Amended Notice of Lien will be served upon you, setting forth the total amount of public assistance or care furnished to the said RECIPIENT since the date of the occurrence of said injuries. Disbursement would not be made prior to receipt of an amended Notice of Lien, or a written statement from the Commissioner of Social Services to the effect that the amount set forth herein constitutes the total lien.

Yours, etc.

Carmen Pulido
Carmen Pulido, HMS

as authorized agent for the Commissioner of Suffolk
County Department of Social Services
2 Winners Circle, Suite 220
Albany, NY 12205

Sworn to before me this

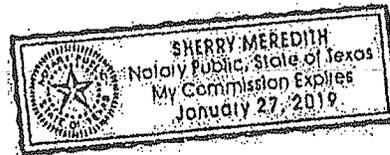
22 day of February 2016

Sherry Meredith

Signature of Notary Public

Please direct all correspondence to:

HMS
P.O. BOX 167887
IRVING TX 75016



Please remit any payments to:

Lockbox Number 415874

US Postal Mail;
NEW YORK STATE DEPT OF HEALTH
P. O. Box 415874
Boston, MA 02241-5874

IF By Overnight Courier:
Bank of America Lockbox Services
NEW YORK STATE DEPT OF HEALTH 415874
MA5-527-02-07
2 Morrissey Blvd.
Dorchester, MA 02125

Westcor Land Title Insurance Company

Title Number: **W-ADA-1544-S**

Page 1

MORTGAGE SCHEDULE

DISPOSITION

MORTGAGE:

Mortgagor:

Mortgagee: NONE

Amount:

Dated:

Recorded:

Liber:

Page:

THESE MORTGAGE RETURNS, UNLESS THE MORTGAGE IS TO BE INSURED, WILL APPEAR AS EXCEPTIONS FROM COVERAGE. THE INFORMATION SET FORTH HEREIN IS OBTAINED FROM THE RECORDED INSTRUMENT. SOMETIMES, THE PROVISIONS OF A MORTGAGE ARE MODIFIED BY AGREEMENTS WHICH ARE NOT RECORDED. WE SUGGEST THAT YOU COMMUNICATE WITH THE MORTGAGEE, IF YOU DESIRE ANY ADDITIONAL INFORMATION. IF THERE HAS BEEN A CHANGE IN THE OWNERS AND HOLDERS OF THE MORTGAGE, SUCH INFORMATION SHOULD BE FURNISHED TO US PROMPTLY TO ENABLE FURTHER SEARCHES TO BE MADE.

IF THE ABOVE MORTGAGE IS NOT A LENDING INSTITUTION OR FUNDING COMPANY, THE ORIGINAL BOND AND MORTGAGE MUST BE PRESENTED AT CLOSING TOGETHER WITH THE EXECUTED SATISFACTION.

IF THE MORTGAGE REPORTED ABOVE IS A CREDIT LINE MORTGAGE, A FINAL PAY-OFF LETTER MUST BE SUBMITTED AT CLOSING WHICH SHALL STATE THAT THE CREDIT LINE ACCOUNT IS CLOSED AND THE PAY-OFF IS THE FINAL AMOUNT TO FULLY SATISFY THE MORTGAGE.

Title Company will require a written payoff statement prior to closing

These mortgage returns, unless the mortgage is to be insured, will appear as exceptions from coverage. The information set forth herein is obtained from the recorded instrument. Sometimes the provisions of a mortgage may be modified by agreements which are not recorded. We suggest that you communicate with the mortgagee if you desire any additional information. If there has been a change in the owners and holders of the mortgage, such information should be furnished to us promptly to enable further searches to be made.

Westcor Land Title Insurance Company

Commitment No.: W-ADA-1544-S

City:
Town: Riverhead
Village: Riverhead
County: Suffolk

Described property

Tax Designation: District 0600 Section 084.00 Block 02.00 Lot 002.001

Property Class: 311 **SWIS Code:** 473000

School District: #2 - Riverhead **Size:** 12.8 ac.

Assessed Valuations: Land \$32,000 **Total** \$32,000

Assessed Owner: (Estate of) Ann Olson

2018/19 Town & School Tax 12/01/2018 – 11/30/2019

Full Tax	Due:	12/01/2018	\$5,951.58	PAID IN FULL 1/02/2019
1 st Half	Payable w/o penalty by:	1/10/2019	\$2,975.79	PAID
2 nd Half	Payable w/o penalty by:	5/31/2019	\$2,975.79	PAID

PRIOR PAID

WATER - YES

Dated: 05/14/2019

WATER METER AND SEWER RENTAL CHARGES ACCRUING SINCE THE DATE OF THE LAST READING AND BUILDING PURPOSE OR UNFIXED WATER FRONTAGE CHARGES SUBSEQUENTLY ENTERED.

OUR POLICY DOES NOT INSURE AGAINST SUCH ITEMS WHICH HAVE NOT BECOME A LIEN UP TO THE DATE OF CLOSING, OR INSTALLMENTS DUE AFTER SUCH DATE. NEITHER OUR TAX SEARCH NOR OUR POLICY COVERS ANY PART OF STREETS ON WHICH THE PREMISES TO BE INSURED ABUT.

IF THE TAX LOTS ABOVE MENTIONED COVER MORE OR LESS THAN THE PREMISES UNDER EXAMINATION, THIS FACT WILL BE NOTED HEREIN. IN SUCH CASE, THE INTERESTED PARTIES SHOULD TAKE THE NECESSARY STEPS TO MAKE THE TAX MAP CONFORM TO THE DESCRIPTION TO BE INSURED.

SUFFOLK COUNTY TAXES

Town and School Taxes 12/1 to 11/30 (all ten towns)

1st Half Due by 1/10

2nd Half Due by 5/31

PENALTIES (ALL TOWNS)

After Jan. 10 - 1%	After June 30 - 5% penalty plus 6% interest
After Feb. 10 - 2%	After July 31 - 5% penalty plus 7% interest
After Mar. 10 - 3%	After Aug. 31 - 5% penalty plus 8% interest
After Apr. 10 - 4%	After Sept. 30 - 5% penalty plus 9% interest
After May 10 - 5%	After Oct. 31 - 5% penalty plus 10% interest
After May 31 - 5% penalty plus 5% interest	After Nov. 30 - 5% penalty plus 11% interest

NOTE: Whenever unpaid taxes are advertised for sale, advertising charge is added to bill. (\$20.00)

VILLAGE TAXES

<u>VILLAGE</u>	<u>DUE DATES</u>	<u>FISCAL PERIOD</u>	<u>GRACE PERIOD</u>
Amityville	6/1 and 12/1	6/1 to 5/31	30 days
Asharoken	6/1	6/1 to 5/31	30 days
Babylon	6/1	6/1 to 5/31	30 days
Belle Terre	6/1	6/1 to 5/31	30 days
Bellport	6/1	6/1 to 5/31	30 days
Brightwaters	6/1	6/1 to 5/31	30 days
Dering Harbor	6/1 and 12/1	6/1 to 5/31	30 days
East Hampton	8/1	8/1 to 7/31	30 days
Greenport	6/1	6/1 to 5/31	30 days
Head of the Harbor	3/1	3/1 to 2/28	30 days
Huntington Bay	6/1	6/1 to 5/31	30 days
Islandia	1/1 and 7/1	1/1 to 12/31	15 days
Lake Grove	6/1	6/1 to 5/31	30 days
Lindenhurst	3/1	3/1 to 2/28	30 days
Lloyd Harbor	6/1	6/1 to 5/31	30 days
Nissequogue	6/1	6/1 to 5/31	30 days
North Haven	6/1	6/1 to 5/31	30 days
Northport	3/1	3/1 to 2/28	30 days
Ocean Beach	6/1	6/1 to 5/31	45 days
Old Field	3/1	3/1 to 2/28	30 days
Patchogue	6/1	6/1 to 5/31	30 days
Poquott	6/1	6/1 to 5/31	30 days
Port Jefferson	6/1	6/1 to 5/31	30 days
Quogue	6/1	6/1 to 5/31	30 days
Sag Harbor	6/1 to 11/1	6/1 to 5/31	30 days
Sagaponack	6/1	6/1 to 5/31	33 days
Saltire	6/1	6/1 to 5/31	30 days
Shoreham	8/1	8/1 to 7/31	30 days
Southampton	6/1	6/1 to 5/31	30 days
The Branch	6/1	6/1 to 5/31	30 days
Westhampton Beach	6/1	6/1 to 5/31	30 days
Westhampton Dunes	6/1	6/1 to 5/31	30 days

Westcor Land Title Insurance Company

Title Number: **W-ADA-1544-S**

Page 1

MUNICIPAL, DEPARTMENTAL AND OTHER INFORMATIONAL SEARCHES

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. They will not be insured and the company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

THE FOLLOWING MUNICIPAL SEARCHES HAVE BEEN ORDERED FOR THIS REPORT AND ARE ATTACHED HERewith UNLESS OTHERWISE INDICATED:

- Bankruptcy Search**
- Patriot Search**

CENTRAL VIOLATIONS BUREAU

In New York City, since about July 1, 1961, only the Fire Department, The Department of Health, the Department of Air Pollution Control and the Department of Water Supply, Gas and Electricity have been reporting violations issued by them affecting multiple dwellings to the Central Violations Bureau established pursuant to Section 328 of the Multiple Dwelling Law. In its report for violations the Department of Buildings includes such violations affecting multiple dwellings filed by the aforesaid departments in the central bureau.

Advocate's Abstract, Inc.
6302 Route 25A, Wading River, NY 11792
Phone: 631-929-6686 Fax: 631-929-3708

BANKRUPTCY SEARCH

Date: 05/21/2019
Title No.: W-ADA-1544-S
Name of Individual: Ann H. Olson
County/District:

There is no record of a bankruptcy filing for the
above-mentioned individual, corporation or business.

The following office(s) have been checked:

The following information is on file.

Case Number:
Chapter:
Dated filed:
Date terminated:

U.S. BANKRUPTCY COURT
EASTERN DISTRICT
271 CADMAN PLAZA EAST
BROOKLYN, NY 11201

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

Advocate's Abstract, Inc does hereby certify that the records of the above government agency were examined and that the information record above is a true and accurate abstraction of the information contained therein. This report is submitted for information purposes only. Liability is limited to errors and omissions of information properly indexed, filed and recorded with the above governmental agency. The liability under this search shall not exceed \$1,000 and shall be confined to the applicant for whom the search was made. This search does not include filings in areas other than the microfiche or index sections of the United States Bankruptcy Clerk's Office.

Advocate's Abstract, Inc.
6302 Route 25A, Wading River, NY 11792
Phone: 631-929-6686 Fax: 631-929-3708

BANKRUPTCY SEARCH

Date: 05/21/2019
Title No.: W-ADA-1544-S
Name of Individual: Norfolk Developers LLC
County/District:

There is no record of a bankruptcy filing for the
above-mentioned individual, corporation or business.

The following office(s) have been checked:

The following information is on file.

Case Number:
Chapter:
Dated filed:
Date terminated:

U.S. BANKRUPTCY COURT
EASTERN DISTRICT
271 CADMAN PLAZA EAST
BROOKLYN, NY 11201

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

Advocate's Abstract, Inc does hereby certify that the records of the above government agency were examined and that the information record above is a true and accurate abstraction of the information contained therein. This report is submitted for information purposes only. Liability is limited to errors and omissions of information properly indexed, filed and recorded with the above governmental agency. The liability under this search shall not exceed \$1,000 and shall be confined to the applicant for whom the search was made. This search does not include filings in areas other than the microfiche or index sections of the United States Bankruptcy Clerk's Office.

Advocate's Abstract, Inc.
6302 Route 25A, Wading River, NY 11792
Phone: 631-929-6686 Fax: 631-929-3708

PATRIOT SEARCH

Company: Advocate's Abstract, Inc.

Date: 05/21/2019

Title Number: W-ADA-1544-S

County: Suffolk

Name: Ann H. Olson

The results of the Investigation as per last posted date: 05/21/2019

The above name does not match any record found on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control (OFAC).

The above name was found on the Specially Designated Nationals and Blocked Persons List. If additional research is required to determine appropriate course of action, you can contact the OFAC Compliance Program Division at 1-800-540-6322

Advocate's Abstract, Inc.
6302 Route 25A, Wading River, NY 11792
Phone: 631-929-6686 Fax: 631-929-3708

PATRIOT SEARCH

Company: Advocate's Abstract, Inc. Date: 05/21/2019
Title Number: W-ADA-1544-S County: Suffolk
Name: Norfolk Developers LLC

The results of the Investigation as per last posted date: 05/21/2019

 x The above name does not match any record found on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control (OFAC).

 The above name was found on the Specially Designated Nationals and Blocked Persons List. If additional research is required to determine appropriate course of action, you can contact the OFAC Compliance Program Division at 1-800-540-6322

INDENTURE

26419

06000840062000020015012

THIS INDENTURE, made this 22 day of April, 1982, between JEAN H. JOHNSON of 208 Lockwood Drive, Morehead City, Carteret County, North Carolina 28557 in her individual capacity and also as the co-executrix of the Estate of John D. Hallock, party of the first part, and ANN H. OLSON of 112 Old Gulph Road, Lower Merion Township, Montgomery County, Pennsylvania (Wynnewood, Pennsylvania 19016), party of the second part.

WITNESSETH that the party of the first part in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, her heirs, and assigns forever, all of her right, title and interest in and to that certain real property located in the County of Suffolk, State of New York, more particularly described as follows:

All THAT certain plot, piece or parcel of woodland, situate, lying and being at Middle Road, in the Town of Riverhead, Suffolk County, New York, bounded and described as follows:

BEGINNING at a point in a concrete monument marking the southeast corner of the premises herein about to be described, running thence South 76 degrees 06 minutes West along the northerly line of land now or formerly of Lewis E. Downs, 42.92 feet to a point marked by a stake and stone; thence South 78 degrees 55 minutes West and still along said Downs' land 105.0 feet to a point; thence South 80 degrees 15 minutes West and still along said Downs' land 142.30 feet to a point; thence South 74 degrees 24 minutes West and still along said Downs' land 143.0 feet to a point marked by a concrete monument; thence North 20 degrees 32 minutes 30 seconds West and along the easterly line of land now or formerly of Herman E. Aldrich and passing through a stone 1280.7 feet to a point marked by a concrete monument; thence North 68 degrees 21 minutes East along the southerly line of land now or formerly of John T. Downs and passing through two stones 424.75 feet to a point marked by a concrete monument; thence South 20 degrees 46 minutes 30 seconds East (first) along the westerly line of land now or formerly of Vernon F. Wells and passing through a stone to a point marked by a concrete monument (then) continuing on the same course and along the westerly line of land now or formerly of Fred N. Moseley and passing through a stone, in all, 1159.75 feet to a point marked by a

Handwritten initials and scribbles, including a circled 'E' and '11/2'.

ALLEN HALLOCK OLSON, ATTORNEY AT LAW, 1 WALL STREET, P. O. BOX 987, WARRENTON, VA. 27158 (703) 347-0088

RECEIVED REAL ESTATE TRUSTEE JAMES SULLIVAN SUFFOLK COUNTY MAY 7 1982

concrete monument; thence South 19 degrees 33 minutes East 95.10 feet to a point marked by a stal, thence South 20 degrees 49 minutes East 95.40 feet to the point or place of beginning. Comprising an area of 12.87 acres. BEING and intended to be the same premises described in that certain Indenture dated August 28, 1958 and recorded in the Suffolk County Clerk's Office in Liber 4507 at page 73. TOGETHER with any and all rights of way leading to and from said premises.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, her heirs, and assigns forever.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Jean H. Johnson (SEAL)
Jean H. Johnson

Jean H. Johnson (SEAL)
Jean H. Johnson, co-executrix of the Estate of John D. Hallock

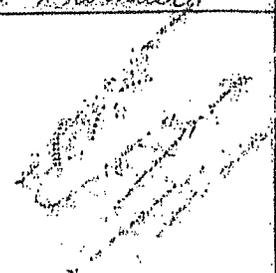
STATE OF NORTH CAROLINA
COUNTY OF Pitt

On this 3rd day of April, 1982, before me personally came Jean H. Johnson, in her individual capacity and as co-executrix of the Estate of John D. Hallock, to me known or satisfactorily proven to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same in her individual capacity and as co-executrix of the Estate of John D. Hallock.

Wm. W. Barnhill
Notary Public

My Commission Expires:

7-19-84



RECORDED

MAY 7 2 17 PM '02

ARTHUR J. BELICE
CLERK OF
SUFFOLK COUNTY

2147

INDENTURE	JEAN H. JOHNSON To ANN HALLOCK OLSON		
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CONDITIONS AND STIPULATIONS

1. If the proposed Insured has acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 2 of these Conditions and Stipulations.
2. Liability of the Company under this Commitment shall be only to the named proposed Insured and such other parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
3. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based upon and are subject to the provisions of this Commitment.
4. Unless the estate or interest in real property covered by this Commitment is a cooperative unit or a mortgage upon a cooperative unit, this Commitment provides no insurance for the title to personal property.

CLOSING REQUIREMENTS

1. **CLOSING INSTRUMENTS.** If any of the closing instruments will be other than those commonly used, or if the instruments contain unusual provisions, the closing can be simplified and expedited by furnishing the Company with copies of the proposed instruments in advance of the closing. All instruments recorded by the Company in connection with this transaction will be returned directly by the City Register or County Clerk's Office to the party indicated thereon.
2. **CORPORATIONS:** When a corporation is to execute at closing, or has executed since the date of this commitment, a deed, mortgage or lease affecting the premises to be insured, compliance with the provisions of the Business Corporation Law is required.
3. **INTERMEDIARY DEEDS:** In the event an intermediary will come into title at closing, other than the ultimate insured, the name of such intermediary must be furnished to the Company prior to the closing so that appropriate searches can be made and relevant exceptions raised. Otherwise, the closing may be adjourned.
4. **LIEN LAW CLAUSE:** Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law. The covenant is not required in deeds from referees or from other persons appointed by a court for the sole purpose of conveying property.
5. **MUNICIPAL SEARCH:** When Municipal Department searches are requested, the accuracy of the returns thereon are not insured nor are such searches continued beyond the date of the original search.
6. **POWERS OF ATTORNEY:** If any of the closing instruments are to be executed pursuant to a Power of Attorney, a copy of the Power must be submitted to the Company prior to closing. The identity of the grantor or donor of the Power as well as the continued validity of the power must be established at the closing to the Company's satisfaction. At the date and time of the closing, the grantor or donor of the Power must be available to confirm the Power's continued validity.
7. **PROOF OF IDENTITY:** The identity of all persons executing the papers delivered at the closing must be established to the Company's satisfaction. Photographic identification will be required of all participants executing papers at the closing.
8. **REFERENCE TO SURVEYS AND MAPS:** Closing instruments should make no reference to surveys or maps unless such surveys or maps have been filed in the appropriate City Register or County Clerk's Office.

MISCELLANEOUS PROVISIONS

1. Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered by the fee owner, this commitment will set forth the specific survey exceptions which this Company will include in our policy. Whenever the word "trim" is used in any survey exception from coverage, it shall be deemed to include roof, cornices, moldings, belt curves, water tables, keystones, pilasters, porticos or balconies, any of which project beyond the street or boundary line.
2. This Company's examination of title will include a search for any unexpired financing statements ("UCC's") which affect fixtures located on the premises and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office to the City Register or of the County Clerk of the county in which the real property is located. No search has been made for other financing statements because we do not insure title to personal property. The foregoing does not apply to cooperative unit titles.
3. This Company must be notified immediately of the recording or filing, after the date of this commitment, of any instrument and of the discharge or other disposition of any mortgage, judgment, lien or any other matter set forth in this commitment and of any change in the transaction to be insured or the parties thereto. The continuation will not otherwise dispose of any such lien.
4. If the insured desires affirmative insurance regarding any of the restrictive covenants raised in this commitment, please request such affirmative insurance in advance of the closing date, as such a request may not be considered at the closing.
5. If the insured ascertains that there is additional property or an appurtenant easement for which the insured desires insurance, please contact this Company in advance of the closing so that an appropriate title search may be made. In some cases, the rate manual may require that we make an additional charge for the search of examination as well as for the affirmative insurance.

NEW YORK COMMITMENT

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STANDARD EXCLUSIONS

The following matters are expressly excluded from the coverage of this Commitment as well as from the Policy and the Company will not pay any loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violations affecting the land has been recorded in the public records at the date of this Commitment or at the Date of Policy.
2. Any governmental police power not excluded by (1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at the Commitment Date or at the Date of Policy.
3. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at the Date of this Commitment or Date of Policy, but not excluding from coverage any taking which has occurred prior to the Commitment Date or Date of policy which would be binding on the rights of a purchaser for value without knowledge.
4. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of this Commitment or Date of Policy, but known to the insured claimant and not disclosed in writing to the company by the insured claimant prior to the date the insured claimant became an insured under this policy.

- (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to date of this Commitment or Date of Policy (except to the extent that this Commitment or the Policy insures the priority of the lien of an insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or other estate or interest insured by this Commitment or by the Policy.
5. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this Commitment or the Policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on: (i) the transaction creating the estate or interest insured by this Commitment or by the Policy being deemed a fraudulent conveyance or fraudulent transfer or (ii) the transaction creating the estate or interest insured by this commitment or the Policy being deemed a preferential transfer except where the preferential transfer results from the failure: (a) to timely record the instrument of transfer, or (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

If the estate or interest insured hereunder is a mortgage, then the following matters are expressly excluded from the coverage of this Commitment and the Policy and the Company will not pay loss, or damage costs, attorneys' fees or expenses which arise by reason of: (a) the unenforceability of the lien of the insured mortgage because of the inability or failure of the Insured at the date of this Commitment or Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated and/or (b) the invalidity or unenforceability of the lien of the insured mortgage or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

HOME EQUITY THEFT PREVENTION ACT AFFIDAVIT
SELLER'S AFFIDAVIT

(SELLER NOT IN FORECLOSURE OR DEFAULT)

State of New York)
County of) ss:

_____, each being duly sworn depose(s) and say(s):

1. I am the owner of, or I am one of the owners of, _____
(insert address) (hereafter the Premises), which I am selling to
_____ (hereafter the Purchaser).

2. I am not in default in making any payments under my mortgage. There is no action to
foreclosure any mortgage on the Premises. I am not in arrears in any real estate taxes due
against the property.

3. I make this affidavit knowing that Westcor Land title Insurance Company is relying
on the truth of the statements made herein in insuring title to the Premises.

Sworn to before me on

_____, 200

HOME EQUITY THEFT PREVENTION ACT AFFIDAVIT
SELLER'S AFFIDAVIT

(SELLER IN FORECLOSURE OR DEFAULT)

State of New York)
County of) ss:

_____, each being duly sworn depose(s) and say(s):

1. I am the owner of, or I am one of the owners of, _____
(insert address) (hereafter the Premises), which I am selling to
_____ (hereafter the Purchaser).

2. My primary language is _____. (Insert English,
Spanish or such other language as is the affiant's primary language.)

3. The Purchaser gave me notice that I have a limited period of time to cancel the contract.
The contract is dated _____, and the Purchaser advised me that I had until
_____ to cancel the contract. I have not exercised my right to cancel the
contract.

4. I have moved out, or will be shortly moving out of the Premises. The Purchaser has not,
and will not, be leasing any part of the Premises to me. The Purchaser has not told me that I
have the right to buy back the Premises, or that in any manner or under any circumstances will
I be able to move back into the premises at a future date.

5. The Purchaser has not told me that he/she/it is assisting me to retain ownership of the
Premises or to reacquire the Premises in the future.

6. No consideration was paid by the Purchaser to me or to my attorney until after my right to
cancel the contract expired.

7. I make this affidavit knowing that Westcor Land Title Insurance is relying on the
truth of the statements made herein in insuring title to the Premises.

Sworn to before me on

GENERAL AFFIDAVIT

STATE OF NEW YORK)

TITLE NO.

)ss:
COUNTY OF)

DATE:

_____ and _____ (each) being duly sworn deposes and says:

1. That (I am/we are) (the/a) (owner) (shareholder/member/partner of _____), the (grantor/mortgagor/lessor) of the property known as _____ to _____.
2. There are presently _____ tenants in said premises. Each of said tenants either (a) is in possession under a lease containing a standard subordination clause fully and unconditionally subordinating said lease to all existing and future mortgages, or (b) is a statutory tenant. All persons in possession are in possession pursuant to written leases as tenants only. There are no options to purchase or rights of first refusal either pursuant to written leases or by separate agreements.
3. That your deponent(s) (has/have) not been known by any other name(s), married or single, during the past ten years except _____.
4. That the bankruptcies, judgments, Federal Tax Liens, State and City Tax Warrants, and other liens, if any, set forth in the above-captioned report of title are not against your deponent(s) but against other(s) having the same or similar name(s), and that your deponent(s) (has/have) never resided at or done business, maintained an office, or registered a motor vehicle at any of the addresses listed in connection therewith.
5. That your deponent (is/are) the same person(s) who acquired title to the premises herein by deed recorded in the _____ County Clerk's Office on _____ in (Liber/Reel) _____ at page _____, or as Control Number _____.
6. That there has been no change in the membership of the (partnership/limited liability company) known as _____ since its organization, nor has there been any change in its (partnership agreement/operating agreement). That the person(s) executing the closing instruments have the authority to bind the (corporation/partnership/limited liability company).

General Affidavit

Page -2-

7. That the charter of said corporation is in full force and effect and no proceeding is pending for its dissolution or annulment. Any unpaid New York State Franchise Tax will be paid.

8. Real estate taxes, water charges, sewer rents and other assessments, if any, shown in the tax search as "subject to collection" have been paid.

9. Except as set forth in the title report issued under the above-referenced number, (I/we) have no actual knowledge of any liens or encumbrances on the property, such as judgments against (me/us) or mortgages, deeds executed in connection with the property, or lawsuits, administrative hearings or court proceedings involving the property.

10. That during (my/our) ownership of the property, no person has at any time claimed any rights to use any portion of the property for any purpose.

11. (I am not/neither of us are) a party in any matrimonial action brought to obtain a separation, a divorce, an annulment, a declaration of the validity, nullity, or dissolution of my marriage, or for the purpose of obtaining maintenance or a distribution of marital property. (Strike if the closing instruments are not by a natural person or if they are being executed by a natural person and his or her spouse.) (DRL Section 236)

12. (I/We) have never entered into a Go Solar Initiative Agreement with the Town of Brookhaven.

13. (I/We) will after the date hereof be residing at _____

That (I/We) make this affidavit to induce Westcor Land Title Insurance Company to insure title free and clear of the aforesaid, knowing that it will rely on the truth of the statements herein made.

Sworn to before me this _____

day of _____, 20____.

MORTGAGE PAYOFF AFFIDAVIT

STATE OF NEW YORK
COUNTY OF

TITLE NO. _____

_____ and _____
being duly sworn, depose/s and say/s:

1) I/We am/are the owner/s of the premises known as _____
_____ this day being conveyed to _____

2) I/We am/are aware of the payoff letter/s of _____
_____ dated _____

showing the prior balance and the per diem required to satisfy the existing mortgage/s
and have reason to believe the same/they is/are correct in all respects.

3) I/We am/are also aware of the fact that _____ Title Insurance
Company (hereinafter referred to as ADVOCATES ABSTRACT, INC.) escrow agent to
pay, is subjecting itself to a risk of having to make good any deficiency by reason of error
and the fact that the payoff letter/s may not be deemed an estoppels nor does
ADVOCATES ABSTRACT, INC. desire to subject itself to possible litigation in order to
establish such fact.

4) I/We am/are also aware of the fact that ADVOCATES ABSTRACT, INC. may
not be able to locate my/our whereabouts as to collect from me/us any possible payments
required by the mortgagee/s to obtain the satisfaction/s or discharge/s.

5) To induce ADVOCATES ABSTRACT, INC. to accept such payoff letter/s and
act as escrowed, I/we agree to indemnify and hold ADVOCATES ABSTRACT, INC.
harmless for so doing. I/We further agree to repay ADVOCATES ABSTRACT, INC. or
pay directly to the mortgagee/s as ADVOCATES ABSTRACT, INC. directs such monies
as ADVOCATES ABSTRACT, INC. seems in their sole judgment necessary to perform
the purpose of this escrow.

6) To assure ADVOCATES ABSTRACT, INC. of my/our availability for the
purpose of reimbursing ADVOCATES ABSTRACT, INC. under paragraph 5, I/we freely
furnish it with the following information:

PAGE TWO - MORTGAGE PAYOFF AFFIDAVIT

Social Security No. _____

Social Security No. _____

My/Our employers' company and address _____

7) I/We state to ADVOCATES ABSTRACT, INC. that I/we am/are not moving out of state at this time and that my/our permanent address after selling my/our above premises will be _____

And _____

8) In the event that I/we leave the state, I/we can be reached through the following (indicate relationship, parent, children, etc.) _____

SWORN TO BEFORE ME THIS

DAY OF

NOTARY PUBLIC

NOTICE

RE: OPTIONAL MARKET VALUE RIDER

NOTE: THE FOLLOWING IS ONLY APPLICABLE TO THE PURCHASER OF A ONE TO FOUR FAMILY DWELLING, OR A RESIDENTIAL CONDOMINIUM OR COOPERATIVE UNIT, WHERE THE PURCHASER IS A NATURAL PERSON.

Insurance Law Section 6409, subdivision C, requires that title companies offer, at or prior to closing, an optional policy rider to cover the homeowner for the future market value of his/her home. The insured may, therefore, elect to obtain protection in excess of the purchase price for an additional premium.

A. I choose to accept the Market Value Policy Rider.

BY: _____

B. I do not wish to accept the Market Value Policy Rider for future increased market value and elect to waive the offer for such additional coverage.

BY: _____

C. TO BE COMPLETED BY COMPANY CLOSER:

The Optional Market Value Policy Rider is not applicable to this transaction.

REASON: Commercial Property Vacant Land
 Multiple Dwelling (5 families or more)
 Purchaser is not a natural person
 (e.g. corporation, partnership, trust, etc.)

BY: _____
 Company Closer

Third Party Authorization

Loan Account Number _____

I/We _____, mortgagor(s)
under the above referenced loan number, have sold the property known as _____
_____ on _____. The sale
of the property was in accordance with the terms of the payoff letter dated _____.

I/We hereby revoke any previous authorizations granted to third parties for the above referenced loan
and do now hereby authorize _____ to
release any and all information about my account to Westcor Land Title Insurance Company or its
agent, Advocate's Abstract, Inc. I/We understand that the information released may include, but is
not limited to, information regarding the loan amount and payment transactions, escrow balances and
disbursements and provision of loan documents, satisfactions, stipulations and court orders regarding
any pending legal actions pertaining to this loan.

I/We agree to hold Westcor Land Title Insurance Company and Advocate's Abstract, Inc. harmless
for any claims, liabilities or damages that may arise as a result of or in connection with the provision
of information pursuant to the terms of this authorization.

This authorization will remain in effect until the recorded mortgage which secures the above
referenced loan is satisfied of record in the appropriate county recording office and the documents
cancelling any pending legal action have been filed.

Seller printed name

Seller signature

Date

Seller printed name

Seller signature

Date

NOTICE CONCERNING AVAILABILITY OF "OWNER'S" POLICY

Please indicate that this transaction is a refinance _____ or a purchase _____

Our records indicate that you currently are seeking only a "lender's" title insurance policy, not an "owner's" title insurance policy.

You have the option of purchasing an owner's insurance policy. Please read the following disclosures concerning "lender's" and "owner's" title insurance policies, and initial in the space provided to confirm that you have read and understand the disclosures.

_____ I acknowledge that the lender's title insurance policy issued in connection with this financing provides insurance to the lender only and does not insure my interest in the property as the owner of the property.

_____ I acknowledge that I understand the lender's policy insures that the lender has a valid and enforceable encumbrance on the property that I own or that I am purchasing. An owner's policy, if purchased by me, would insure me and provide me with a legal defense against claims made against the title to the property. The owner's policy would also protect my equity in the property and assure the marketability of the property when I sell it. Without an owner's policy, I do not get those protections.

_____ I acknowledge that I have been given the opportunity to purchase an owner's policy and that the web site for Westcor Land Title Insurance Company's rates is www.wltic.com and the phone number is (914) 428-1110.

I may obtain an owner's policy of title insurance which provides title insurance to me and the total premium for both policies will be \$ _____.

This is an additional \$ _____ above the cost of the lender's policy.

_____ I/We do request an owner's policy of title insurance.

_____ I/We do not request an owner's policy of title insurance.

TO BE SIGNED BY BUYER/BORROWER

BUYER/BORROWER

BUYER/BORROWER

CONSUMER ACKNOWLEDGMENT OF TITLE INSURANCE PREMIUMS,
FEES AND SERVICE CHARGES

This Statement should be attached to all final invoices.

Date:
Title No.:
The Property:
To: (Borrower)

I acknowledge that I have reviewed the premium calculations, fees and service charges being charged to me. I acknowledge that these charges have been explained to me and that I understand them as set forth on this memorandum.

NOTE: You are required to sign this memorandum of acknowledgment pursuant to New York State Insurance Law.

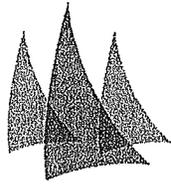
TO BE SIGNED BY BUYER/BORROWER

Buyer/Borrower

Buyer/Borrower

Seller/Lender Representative

Seller/Lender Representative



WESTCOR

LAND TITLE INSURANCE COMPANY

Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

Title closed at office of: _____
By: _____ Date: _____

DEED (Designate Kind)

By: _____
To: _____
Dated: _____ Rec'd _____ L. _____ P. _____
Cons. \$ _____ Transfer Tax: _____
Insured for \$ _____

GI-FHA-CONVENTIONAL MORTGAGE (Designate Kind)

By: _____
To: _____
Dated: _____ Rec'd _____ L. _____ P. _____
Amount \$ _____ payable in: _____
Mtg. Tax: _____

DEED (Designate Kind)

By: _____
To: _____
Dated: _____ Rec'd _____ L. _____ P. _____
Cons. \$ _____ Transfer Tax: _____
Insured for \$ _____

MORTGAGE (Designate Kind)

By: _____
To: _____
Dated: _____ Rec'd _____ L. _____ P. _____
Amount \$ _____ Mtg. Tax: _____

ASSIGNMENT OF MORTGAGE

By: _____
To: _____
Assigns Mortgage Recorded in _____ L. _____ Mp. _____
Dated: _____ Rec'd _____ L. _____ P. _____

By: _____
To: _____
Assigns Mortgage Recorded in _____ L. _____ Mp. _____
Dated: _____ Rec'd _____ L. _____ P. _____

SATISFACTION OF MORTGAGE

By: _____
Dated: _____ Rec'd _____ L. _____ P. _____
Satisfies Mortgage Recorded in _____ L. _____ Mp. _____

By: _____
Dated: _____ Rec'd _____ L. _____ P. _____
Satisfies Mortgage Recorded in _____ L. _____ Mp. _____

OTHER CLOSING INSTRUMENTS

PARTIES PRESENT AT CLOSING

SELLER(S): _____
PURCHASER(S): _____
ATTORNEY FOR SELLER: _____
Address: _____ Phone number: _____
ATTORNEY FOR PURCHASER: _____
Address: _____ Phone number: _____
ATTORNEY FOR LENDER: _____
Address: _____ Phone number: _____

Fee Policy to be sent to (include address): _____
Address: _____
Mortgage Policy to be sent to (include address): _____
Address: _____

ADVOCATE'S ABSTRACT, INC.



Title No. ADV-10219-S

TITLE CERTIFICATION

ADVOCATE'S ABSTRACT, INC., as agent of STEWART TITLE INSURANCE COMPANY, hereby certifies to the TOWN OF RIVERHEAD it has searched the records in the Suffolk County Clerk's Office for a period of Twenty (20) years last past, for the purposes of determining parties who must consent to the filing of Covenants and Restrictions affecting the premises in Schedule A annexed hereto.

Based upon said records, the Company has determined that the only parties who must consent to said filing would be as follows:

- | | |
|----------------------------|---|
| (1) Norfolk Developers LLC | FEE OWNER by Deed dated 10/22/2019 recorded 11/14/2019 in Liber 13036 Page 183. |
| (2) Mortgages | NONE |
| (3) Judgments and Liens | NONE |

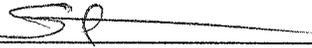
District: 0600
Section: 084.00
Block: 02.00
Lot: 002.001

The liability of the Company under this search is limited to \$1,000.00 for any reason.

Schedule "A" description attached (full description of premises).

Dated: December 10, 2019

ADVOCATE'S ABSTRACT, INC.,
As agent of Stewart Title Insurance
Company

BY: 
Stephen M. Richardson, President

SCHEDULE A - DESCRIPTION

ALL that certain plot, piece or parcel of woodland, situate, lying and being at Middle Road, in the Town of Riverhead, Suffolk County, New York, bounded and described as follows:

BEGINNING at a point in a concrete monument marking the southeast corner of the premises herein about to be described;

RUNNING THENCE South 76 degrees 06 minutes West along the northerly line of land now or formerly of Lewis E. Downs, 42.92 feet to a point marked by a stake and stone;

THENCE South 78 degrees 55 minutes West and still along said Downs' land, 105.0 feet to a point;

THENCE South 80 degrees 15 minutes West and still along said Downs' land, 142.30 feet to a point;

THENCE South 74 degrees 24 minutes West and still along said Downs' land, 143.0 feet to a point marked by a concrete monument;

THENCE North 20 degrees 32 minutes 30 seconds West and along the easterly line of land now or formerly of Herman E. Aldrich and passing through a stone 1280.70 feet to a point marked by a concrete monument;

THENCE North 68 degrees 21 minutes East along the southerly line of land now or formerly of John T. Downs and passing through two stones 424.75 feet to a point marked by a concrete monument;

THENCE South 20 degrees 46 minutes 30 seconds East (first) along the westerly line of land now or formerly of Vernon F. Wells and passing through a stone to a point marked by a concrete monument (then) continuing on the same course and along the westerly line of land now or formerly of Fred N. Moseley and passing through a stone, in all, 1159.75 feet to a point marked by a concrete monument;

THENCE South 19 degrees 33 minutes East, 95.10 feet to a point marked by a stake;

THENCE South 20 degrees 49 minutes East, 95.40 feet (deed), 95.24 feet (survey) to the point or place of BEGINNING.

Title No. ADV-10219-S

50 YEAR CHAIN OF TITLE

0600-084.00-02.00-002.001

Willis T. Hallock
to
John D. Hallock

Dated: 08/28/1958
Rec'd: 08/29/1958
Liber: 4507 Page: 73

John D. Hallock died 09/17/1976, Suffolk County Surrogate's File No. 1873P1476.

Jean H. Johnson, Individually and as
Co-Executrix under the Last Will and
Testament of John D. Hallock
to
Ann H. Olson

Dated: 04/22/1982
Rec'd: 05/07/1982
Liber: 9179 Page: 529

Ann H. Olson, a/k/a Ann Hallock Olson, died 12/28/2017, Suffolk County Surrogate's
File No. 2019-3462.

Allen H. Olson and Richard K. Olson, as
Co-Ancillary Executors of the Last Will and
Testament of Ann H. Olson, a/k/a Ann Hallock Olson
to
Norfolk Developers LLC
(LAST DEED OF RECORD)

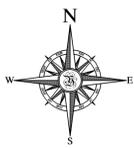
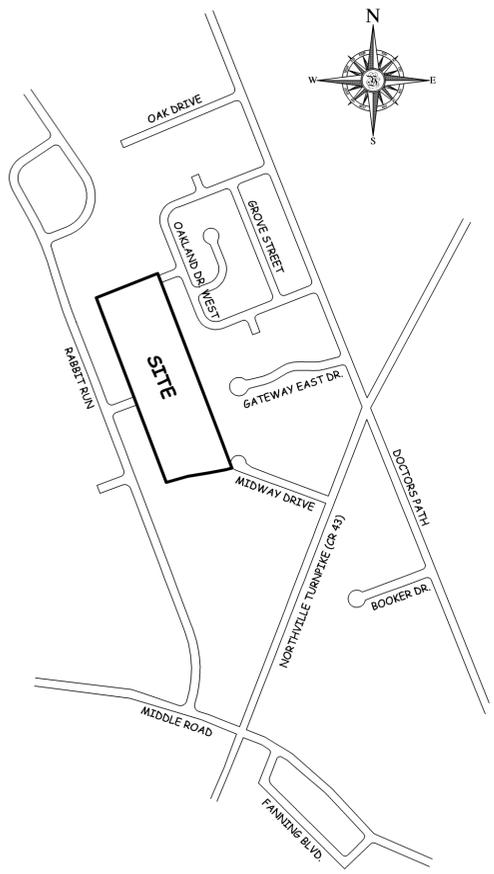
Dated: 10/22/2019
Rec'd: 11/14/2019
Liber: 13036 Page: 183

Title No. ADV-10219-S

COVENANTS AND RESTRICTIONS AND EASEMENTS

NONE

(1) UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 2209 OF THE NEW YORK STATE EDUCATION LAW. (2) DISTANCES SHOWN HEREON FROM PROPERTY LINES TO EXISTING STRUCTURES ARE FOR A SPECIFIC PURPOSE AND ARE NOT TO BE USED TO ESTABLISH PROPERTY LINES OR FOR DIRECTION OF PRICES. (3) COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY. (4) CERTIFICATION INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND BY HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEE OF THE LENDING INSTITUTION. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OF SUBSEQUENT OWNERS. (5) THE LOCATION OF WELLS (W), SEPTIC TANKS (ST) & SEPTIC POOLS (SP) SHOWN HEREON ARE FROM FIELD OBSERVATIONS AND OR DATA OBTAINED FROM OTHERS.



KEY MAP
SCALE: 1"=600'

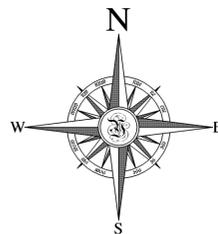
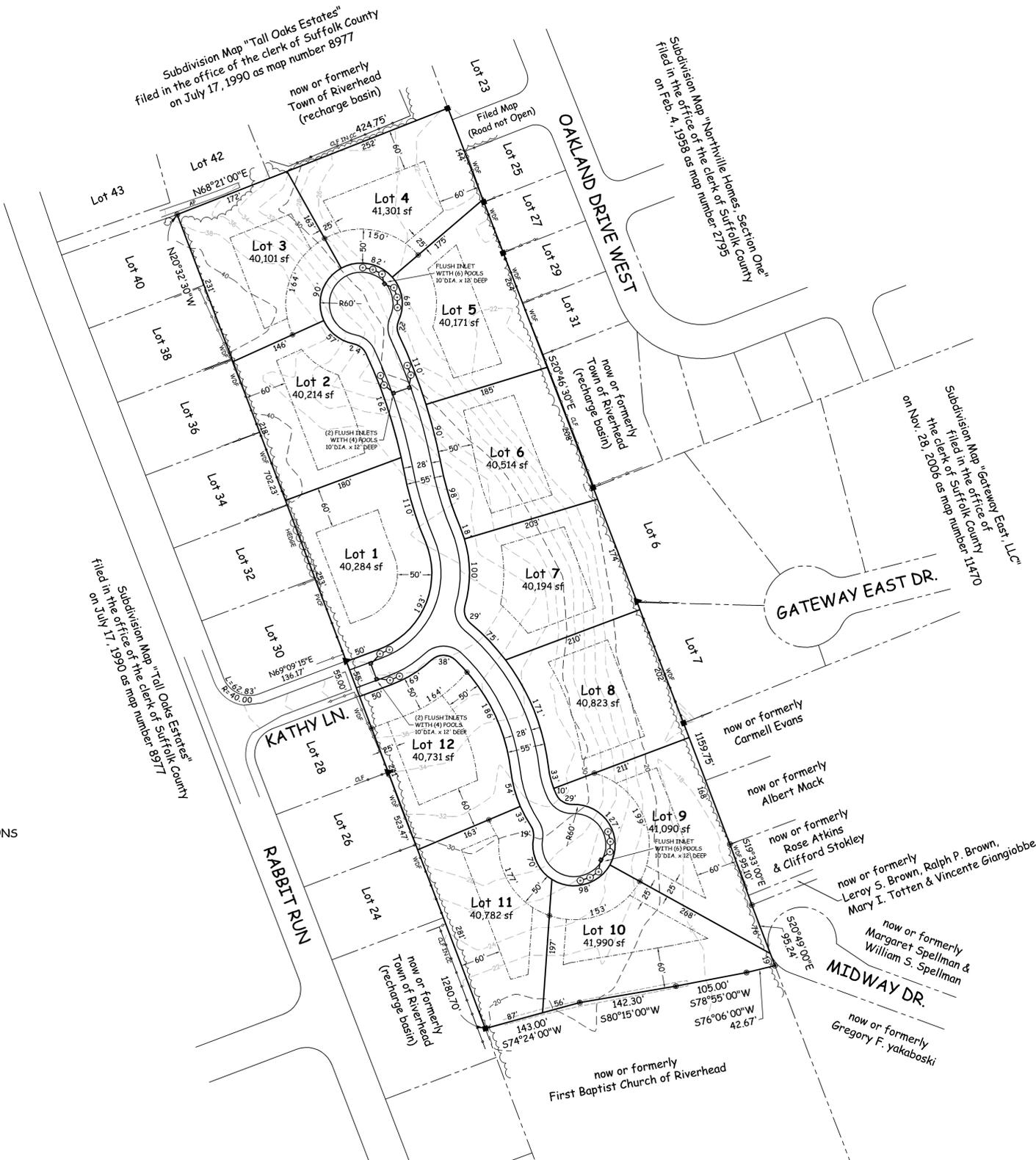
DRAINAGE DESIGN CRITERIA & CALCULATIONS

V = A RC
 A = AREA OF TRIBUTARY (S.F.)
 R = RAINFALL (FT.)
 C = COEFFICIENT OF RUNOFF

TRIBUTARY AREA = 239,725 SF (5.5 AC)

REQUIRED VOLUME
 239,725 S.F. x 2/12 x 0.40 = 15,982 C.F.

PROVIDED VOLUME
 USE (20) 10' DIA. x 12' DEEP POOLS = 16,421 C.F.



400 Ostrander Avenue, Riverhead, New York 11901
 tel. 631.727.2303 fax. 631.727.0144
 admin@youngengineering.com

Young el young

Howard W. Young, Land Surveyor
 Thomas G. Walpert, Professional Engineer
 Douglas E. Adams, Professional Engineer

Robert C. Tost, Architect
 Robert Stromski, Architect

SITE DATA

TOTAL AREA = 12.8720 ACRES

* ZONING USE DISTRICT	= RESIDENCE A-40 (RA-40)
* VERTICAL DATUM	= NAVD 1988

SURVEYOR'S CERTIFICATION

"I HEREBY CERTIFY THAT THIS MAP WAS PREPARED UTILIZING BOUNDARY AND TOPOGRAPHICAL SURVEYS MADE BY US AND/OR UNDER OUR DIRECTION."

HOWARD W. YOUNG, N.Y.S. L.S. NO. 45893

SUBDIVISION
NORFOLK DEVELOPERS, LLC
 at Roanoke, Town of Riverhead
 Suffolk County, New York

YIELD MAP

County Tax Map District 600 Section 84 Block 02 Lot 2.1

MAP PREPARED	AUG. 20, 2020
REVISION	DATE

Scale: 1" = 100'

DWG FILE: P:\2019\2019_0066\yeld\2019_0066_yeld.dwg
 PLOT DATE: Aug 25, 2020 - 7:59am
 PLOTTED BY: Robert Lopez