



**SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE**

Type of Instrument: EASEMENT
Number of Pages: 13
Receipt Number : 11-0038530
TRANSFER TAX NUMBER: 10-18101

Recorded: 04/04/2011
At: 03:51:54 PM
LIBER: D00012656
PAGE: 101

District:	Section:	Block:	Lot:
0200	584.00	01.00	004.032

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$55,680.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$65.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
TP-584	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$0.00	NO	RPT	\$30.00	NO
Transfer tax	\$0.00	NO			
			Fees Paid	\$140.00	

TRANSFER TAX NUMBER: 10-18101

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

**JUDITH A. PASCALE
County Clerk, Suffolk County**

1 2

Number of pages

13

RECORDED
2011 Apr 04 03:51:54 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L 000012656
P 101
DT# 10-18101

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

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee

65-

Handling

20. 00

TP-584

5-

Notation

EA-52 17 (County)

Sub Total

90-

EA-5217 (State)

R.P.T.S.A.

30.00

Comm. of Ed.

5. 00

Affidavit

Certified Copy

NYS Surcharge

15. 00

Other

Sub Total

50-

Grand Total

140-8



Mortgage Amt.

1. Basic Tax

2. Additional Tax

Sub Total

Spec./Assit.

or

Spec./Add.

TOT. MTG. TAX

Dual Town Dual County

Held for Appointment

Transfer Tax

Mansion Tax

The property covered by this mortgage is
or will be improved by a one or two
family dwelling only.

YES or NO

If NO, see appropriate tax clause on
page # of this instrument.

1-11-11

4 Dist.

0200 58400 0100 004032

032

5 Community Preservation Fund

Real Proper
Tax Service
Agency
Verification



Consideration Amount \$ 55,680-

CPF Tax Due \$

6 Satisfactions/Discharges/Releases List Property Owners Mailing Address
RECORD & RETURN TO:

TOWN OF BROOKHAVEN
ANNETTE EADERESTO, ESQ.
ONE INDEPENDENCE HILL
FARMINGVILLE, NY 11738

Improved

Vacant Land

TD

TD

TD

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

7 Title Company Information

Co. Name FIRST AMERICAN

Title # 3001-330866

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached GRANT OF CONSERVATION EASEMENT made
by: (SPECIFY TYPE OF INSTRUMENT)

FLOWERWOOD DEVELOPMENT, LLC

The premises herein is situated in
SUFFOLK COUNTY, NEW YORK.

TO

In the TOWN of BROOKHAVEN

TOWN OF BROOKHAVEN

In the VILLAGE

or HAMLET of YAPHANK

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)

IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, *you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year: on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes
200 East Sunrise Highway
North Lindenhurst, N.Y. 11757
(631) 957-3004

Brookhaven Town Receiver of Taxes
One Independence Hill
Farmingville, N.Y. 11738
(631) 451-9009

East Hampton Town Receiver of Taxes
300 Pantigo Place
East Hampton, N.Y. 11937
(631) 324-2770

Huntington Town Receiver of Taxes
100 Main Street
Huntington, N.Y. 11743
(631) 351-3217

Islip Town Receiver of Taxes
40 Nassau Avenue
Islip, N.Y. 11751
(631) 224-5580

Riverhead Town Receiver of Taxes
200 Howell Avenue
Riverhead, N.Y. 11901
(631) 727-3200

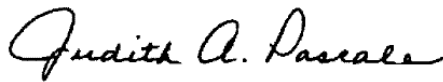
Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-3338

Smithtown Town Receiver of Taxes
99 West Main Street
Smithtown, N.Y. 11787
(631) 360-7610

Southampton Town Receiver of Taxes
116 Hampton Road
Southampton, N.Y. 11968
(631) 283-6514

Southold Town Receiver of Taxes
53095 Main Street
Southold, N.Y. 11971
(631) 765-1803

Sincerely,



Judith A. Pascale
Suffolk County Clerk

dw
2/99

GRANT OF CONSERVATION EASEMENT

D-0200

S-584.00

B-01.00

L-004.032

RAMSEY ROAD

FLOWERWOOD DEVELOPMENT LLC, Grantor

-to-

TOWN OF BROOKHAVEN, Grantee

As of

THIS INDENTURE, made the 21st day of December, 2010, by and between **FLOWERWOOD DEVELOPMENT LLC**, a New York limited liability company, with an address at 62 South Street, Suite 2, Deer Park, NY 11729 (hereinafter referred to as the "Grantor") and the **TOWN OF BROOKHAVEN**, a municipal corporation of the State of New York with offices at One Independence Hill, Farmingville, New York, 11738 (hereinafter referred to as the "Grantee");

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of land lying and being at Ramsay Road, in the hamlet of Yaphank, in the Town of Brookhaven, County of Suffolk and State of New York, hereinafter identified as Suffolk County Tax Map No. 0200-584.00-01.00-004.044 and 004.032, and as more particularly bounded and described in Schedule A attached hereto and made a part hereof by referenced (hereinafter collectively referred to as the "Overall Property"); and

WHEREAS, Section 247 of the New York General Municipal Law authorizes designated governmental bodies, including Towns, to acquire fee title or lesser interests in land, including development rights, easements, covenants, and other contractual rights which may be necessary or desirable for the preservation and retention of open spaces and natural or scenic resources; and

WHEREAS, Article 14, Section 4 of the New York State Constitution states that the Apolicy of this state shall be to conserve and protect its natural resources and scenic beauty; and

WHEREAS, in Section 49-0301 of the ECL, the Legislature of the State of New York found and declared that Ain order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, and the preservation, development and improvement of agricultural and forest lands..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state;

WHEREAS, it is Grantee's policy to conserve, preserve, and protect the Town's natural resources and the natural and manmade attributes of its land as fundamental to maintaining and improving recreational opportunities, community attractiveness, balanced growth, and the quality of life in the Town generally; and

WHEREAS, a portion of the Overall Property, hereinafter identified as Suffolk County Tax Map No. 0200-584.00-01.00-004.032, and as more particularly bounded and described in Schedule B attached hereto and made a part hereof by reference (hereinafter referred to as the "Protected Property") possesses open-space environmental and ecological values of great importance to Grantee and the people of the Town of Brookhaven; and

WHEREAS, in furtherance of Grantee's policies and in accordance with Section 247 of the General Municipal Law, Grantor wishes to convey and Grantee wishes to accept this conservation easement; and

WHEREAS, the Overall Property is located within the Central Pine Barrens area as designated by Article 57 of the Environmental Conservation Law; and

WHEREAS, Grantee wishes to grant to the Central Pine Barrens Joint Planning and Policy Commission with offices at P.O. Box 587, 3525 Sunrise Highway, Great River, New York 11739-0587 (the "Commission") a right to enforce the terms of this conservation easement.

NOW, THEREFORE, in consideration of the foregoing Purposes and recitals and for the benefit of the general public, the Grantor and Grantee have established this Conservation Easement on, over and across the Protected property consisting of the foregoing Purposes and recitals and the following terms, covenants, restrictions, and affirmative rights granted to the Grantee, which shall run with and bind the Protected Property in perpetuity:

1) Grantor does hereby grant, transfer, bargain, sell, and convey unto Grantee, in perpetuity, a conservation easement in gross of the nature, character, and to the extent hereinafter set forth over and upon the Protected Property.

2) The nature, character, and extent of the easement hereby granted are as follows:

- (a) No buildings, fences, or other structures of any description shall be constructed, erected, maintained, or moved onto or within the Protected Property;
- (b) No topsoil shall be removed from the Protected Property, nor shall sand, gravel, peat, or other minerals be placed thereon or removed therefrom for any purpose, and the natural contours and subsurface conditions of the Protected Property shall remain generally undisturbed;
- (c) The Protected Property shall in all other respects remain in their natural state in order to maintain their present character and appearance;
- (d) Grantee and the Commission shall have the independent right to inspect the

Protected Property for the purpose of assuring itself that Grantor is not in violation of any of the terms and conditions of this easement, any such inspection to be by prior arrangement with, and at the reasonable convenience of Grantor; provided, however, that Grantee may inspect the Protected Property at other times if it has reasonable cause to believe a substantial violation of this easement is being undertaken or has occurred.

- (e) Grantor shall fully implement the "Landscape Plan for Flowerwood Development Corp., Yaphank, Town of Brookhaven, Suffolk County, NY," prepared by William Johnson, Landscape Architect, for Barrett, Bonacci, and Van Weele, P.C., dated December 6, 2003 with a revision date of 3/3/04 (the "Landscape Plan").
 - (f) No vegetation installed on the Protected Property pursuant to the Landscape Plan shall be removed from the Protected Property unless: (i) the same is dead; or (ii) is an invasive species. Grantor may maintain the vegetation.
- 3) The nature, character and extent of limitations on this easement shall be as follows:
- (a) The Protected Property shall not be open or available to the public for general or park use by reason of this easement, but instead shall remain at all times in Grantor's exclusive possession, and subject to Grantor's unqualified right to exclude all others therefrom by any and all lawful means, except as provided for in paragraph 2(d) above.
 - (b) All rights, interest, and privileges of Grantor in the Protected Property not specifically granted, transferred, bargained, sold or conveyed to Grantee herein shall remain and reside with Grantor.
- 4) Grantor grants the Commission a right to enforce each and every term of this Conservation Easement in an action at law or in equity or both.
- 5) All of the benefits, burdens, conditions, and restrictions of this easement shall run with the land. To that end, all references herein to Grantor shall also refer to Grantor's successors in interest.
- 6) Failure of the Grantee or the Commission to insist upon the strict performance of any provision of this easement shall not abrogate, or be deemed to waive, any of the Grantee's or the Commission's rights under this easement.
- 7) In accordance with Section 247 of the General Municipal Law, Grantee hereby undertakes to cooperate to the extent legally permissible in having a valuation placed upon the Protected Property for the purposes of real estate taxation which takes into account, and is limited by, the use restrictions imposed by this easement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the date and year first above written.

GRANTOR:

FLOWERWOOD DEVELOPMENT LLC

By: 

Name: Eric Dorf

Title: Member

GRANTEE:

TOWN OF BROOKHAVEN

By: 

Name: Kathleen Walsh

Title: Deputy Supervisor

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

On the 2nd day of December, in the year 2009, before me, the undersigned, personally appeared Anthony, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Joann Miller
Notary Public

JOANN MILLER
Notary Public, State of New York
No. 01MI6095976
Qualified in Suffolk County
Commission Expires July 21, 20 11

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

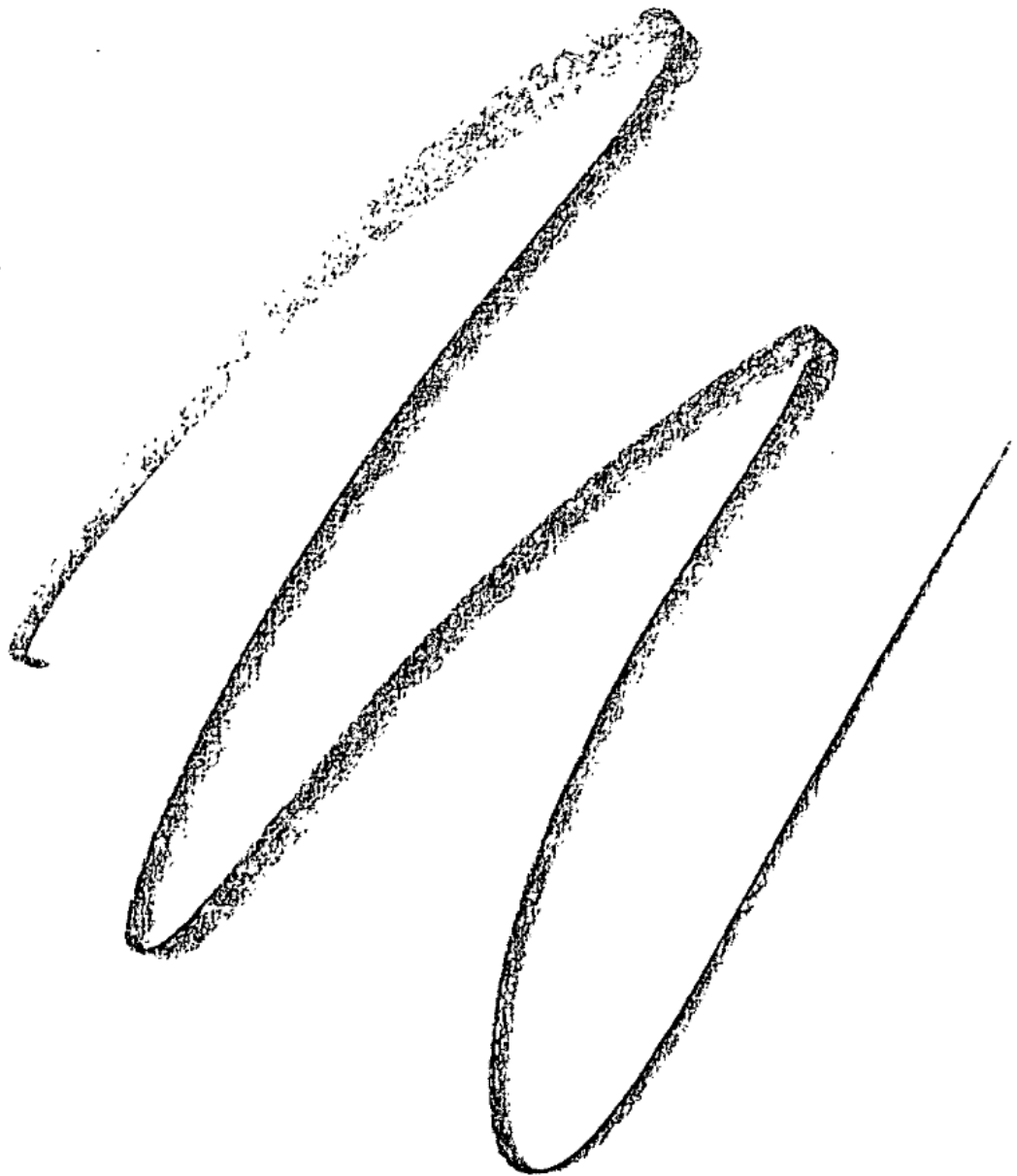
On the 21 day of December, in the year 2010, before me, the undersigned,, personally appeared Kathleen Walsh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she ~~acted~~ executed the same in ~~his~~/her/~~its~~ capacity(~~s~~), and that by ~~his~~/her/~~its~~ signature(~~s~~) on the instrument, the individual(~~s~~), or the person upon behalf of which the individual(~~s~~) acted, executed the instrument.

Christine J. Schroder
Notary Public



LIST OF EXHIBITS AND ATTACHMENTS

Schedule A	Legal Description of the Overall Property (includes Protected Parcel)
Schedule B	Legal Description of the Protected Property
Schedule C	Consent of Mortgagee





First American Title

Schedule A

TITLE NO. 3001-330866
SCHEDULE "A" CONTINUED

RUNNING THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. NORTH 31° 17' 53" WEST, 251.33 FEET TO A POINT;
2. NORTH 58° 42' 07" EAST 78.00 FEET TO A POINT;
3. NORTH 31° 17' 53" WEST 174.99 FEET TO A POINT;
4. NORTH 58° 27' 23" EAST 324.42 FEET TO A POINT;
5. NORTH 78° 10' 09" EAST, 72.00 FEET TO A POINT;
6. SOUTH 17° 30' 46" EAST 516.22 FEET TO A POINT ON THE NORTHERLY LINE OF RAMSAY ROAD;
7. RUNNING THENCE ALONG THE NORTHERLY LINE OF RAMSAY ROAD, SOUTH 75° 40' 02" WEST 241.96 FEET TO A POINT;
8. STILL ALONG THE NORTHERLY LINE OF RAMSAY ROAD WESTERLY ALONG THE ARC OF A CURVE BEARING TO THE LEFT HAVING A RADIUS OF 890.00 FEET, A DISTANCE OF 119.06 FEET TO THE POINT OF BEGINNING.

PARCEL III (LOT ~~004.044~~) 004.032

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT YAPHANK IN THE TOWN OF BROOKHAVEN, COUNTY OF SUFFOLK AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF RAMSAY ROAD, SAID POINT BEING DISTANT 808.65 FEET EASTERLY FROM THE EASTERLY END OF A CURVE HAVING A RADIUS OF 30.00 FEET AND A LENGTH OF 47.12 FEET, CONNECTING THE EASTERLY LINE OF NATCON DRIVE WITH THE NORTHERLY LINE OF RAMSAY ROAD AS MEASURED ALONG THE NORTHERLY LINE OF RAMSAY ROAD;

RUNNING THENCE FROM SAID POINT OF BEGINNING, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. NORTH 34° 58' 34" WEST 251.99 FEET TO A POINT;
2. NORTH 46° 10' 06" WEST 355.01 FEET TO A POINT ON THE SOUTHERLY LINE OF NATCON DRIVE;
3. ALONG THE SOUTHERLY LINE OF NATCON DRIVE, NORTH 43° 49' 54" EAST 145.86 FEET TO A POINT;
4. SOUTH 46° 10' 06" EAST 191.99 FEET TO A POINT;
5. NORTH 58° 42' 07" EAST 20.00 FEET TO A POINT;
6. SOUTH 31° 17' 53" EAST 195.00 FEET TO A POINT;
7. NORTH 58° 42' 07" EAST 78.00 FEET TO A POINT;
8. SOUTH 31° 17' 53" EAST 258.29 FEET TO A POINT ON THE NORTHERLY LINE OF RAMSAY ROAD;

CONTINUED...

insure (cont'd)



First American Title

TITLE NO. 3001-330866
SCHEDULE "A" CONTINUED

9. WESTERLY, ALONG THE NORTHERLY LINE OF RAMSAY ROAD, ALONG THE ARC OF A CURVE BEARING TO THE LEFT, HAVING A RADIUS OF 890.00 FEET, A LENGTH OF 181.37 FEET TO THE POINT OF BEGINNING.

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

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

Insure



**SCHEDULE B
LEGAL DESCRIPTION
CONSERVATION EASEMENT (PROTECTED PROPERTY)**

(for information only: Tax Lot 004.032)

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING AT YAPHANK IN THE TOWN OF BROOKHAVEN, COUNTY OF SUFFOLK AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF RAMSAY ROAD, SAID POINT BEING 808.65 FEET EASTERLY FROM THE EASTERLY END OF A CURVE HAVING A RADIUS OF 30.00 FEET AND A LENGTH OF 47.12 FEET, CONNECTING THE EASTERLY LINE OF NATCON DRIVE WITH THE NORTHERLY LINE OF RAMSAY ROAD AS MEASURED ALONG THE NORTHERLY LINE OF RAMSAY ROAD;

RUNNING THENCE FROM SAID POINT OF BEGINNING, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. NORTH 34 DEGREES 58 MINUTES 34 SECONDS WEST 251.99 FEET TO A POINT;
2. NORTH 46 DEGREES 10 MINUTES 06 SECONDS WEST 355.01 FEET TO A POINT ON THE SOUTHERLY LINE OF NATCON DRIVE;
3. ALONG THE SOUTHERLY LINE OF NATCON DRIVE, NORTH 43 DEGREES 49 MINUTES 54 SECONDS EAST 145.86 FEET TO A POINT;
4. SOUTH 46 DEGREES 10 MINUTES 06 SECONDS EAST 191.99 FEET;
5. NORTH 58 DEGREES 42 MINUTES 07 SECONDS EAST 20.00 FEET TO A POINT;
6. SOUTH 31 DEGREES 17 MINUTES 53 SECONDS EAST 195.00 FEET TO A POINT;
7. NORTH 58 DEGREES 42 MINUTES 07 SECONDS EAST 78.00 FEET TO A POINT;
8. SOUTH 31 DEGREES 17 MINUTES 53 SECONDS EAST 258.29 FEET TO A POINT ON THE NORTHERLY LINE OF RAMSAY ROAD;
9. ALONG THE NORTHERLY LINE OF RAMSAY ROAD, WESTERLY ALONG THE ARC OF A CURVE BEARING TO THE LEFT, HAVING A RADIUS OF 890.00 FEET, A LENGTH OF 181.37 FEET TO THE POINT OF BEGINNING.

**SCHEDULE C
CONSENT OF MORTGAGEE**

see mortgage schedule attached hereto

The undersigned, as holder of a mortgage or lien on premises described in Schedule A annexed hereto, hereby consents to the grant of Conservation Easement as described herein on that portion of the premises described on Schedule B annexed hereto, and hereby subordinates its mortgage or lien on the premises described in said Schedule A to said Conservation Easement.

**AMERICAN GENERAL LIFE AND ACCIDENT
INSURANCE COMPANY, a Tennessee corporation**

By: **AIG Asset Management (U.S.), LLC**, its investment adviser

By: _____

Name: _____

Title: _____

**Marla S. Campagna
Vice President**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On Nov. 18, 2010 before me, JEFFREY GREATHOUSE; a notary public, personally appeared MARLA S. CAMPAGNA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

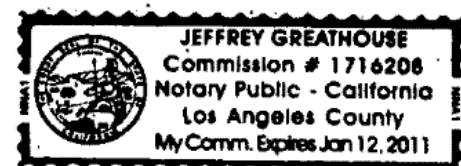
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature _____



(Seal)





First American Title

Title No. 3001-330866

MORTGAGE SCHEDULE

MORTGAGE 'A'

FIRST MORTGAGE made by FLOWERWOOD DEVELOPMENT, LLC to KATHLEEN CAFARO LIVING TRUST in the amount of \$540,000.00 dated 11/17/2003 and recorded 12/17/2003 in Liber 20598 Mp 674. (Mortgage Tax Paid: \$5,400.00) AFFECTS PARCEL I ONLY

ASSIGNMENT OF MORTGAGE made by KATHLEEN CAFARO LIVING TRUST to NORTH FORK BANK dated 6/3/2005 recorded 11/30/2005 in Liber 21182 Mp 258. Assigns Mortgage A. AFFECTS PARCEL I ONLY

FOR CONSOLIDATION SEE MORTGAGE 'D'

MORTGAGE 'B'

PURCHASE MONEY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT made by FLOWER WOOD DEVELOPMENT CORP. to EXIT 68 DEVELOPMENT, LLC in the amount of \$408,370.00 dated 4/25/2002 and recorded 5/13/2002 in Liber 20093 Mp 909. (Mortgage Tax Paid: \$4,084.00) AFFECTS PARCEL II ONLY

ASSIGNMENT OF MORTGAGE made by EXIT 68 DEVELOPMENT, LLC to NORTH FORK BANK dated 6/7/2005 recorded 11/30/2005 in Liber 21182 Mp 257. Assigns Mortgage B. AFFECTS PARCEL II ONLY

FOR CONSOLIDATION SEE MORTGAGE 'D'

MORTGAGE 'C'

PURCHASE MONEY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT made by FLOWER WOOD DEVELOPMENT CORP. to EXIT 68 DEVELOPMENT, LLC in the amount of \$225,040.00 dated 4/25/2002 and recorded 5/13/2002 in Liber 20093 Mp 908. (Mortgage Tax Paid: \$2,250.00) AFFECTS PARCEL III ONLY

ASSIGNMENT OF MORTGAGE made by EXIT 68 DEVELOPMENT, LLC to NORTH FORK BANK dated 6/7/2005 recorded 11/30/2005 in Liber 21182 Mp 256. Assigns Mortgage C. AFFECTS PARCEL III ONLY

FOR CONSOLIDATION SEE MORTGAGE 'D'

MORTGAGE 'D'

GAP MORTGAGE made by FLOWERWOOD DEVELOPMENT, LLC to NORTH FORK BANK in the amount of \$76,590.00 dated 6/8/2005 recorded 11/30/2005 in Liber 21182 Mp 259. (Mortgage Tax Paid: \$804.30)

MORTGAGE CONSOLIDATION, SPREADER, MODIFICATION AND SECURITY AGREEMENT made by and between FLOWERWOOD DEVELOPMENT, LLC and NORTH FORK BANK dated 6/8/2005 recorded 11/30/2005 in Liber 21182 Mp 260. Consolidates Mortgages 'A' through 'D' to form a single lien in the amount of \$1,250,000.00.

MORTGAGE MODIFICATION AGREEMENT made by and between FLOWERWOOD DEVELOPMENT, LLC and NORTH FORK BANK dated 10/18/2005 and recorded 11/30/2005 in Liber 21182 Mp 261. Modifies mortgages A through D.



First American Title

Title No. 3001-330866

MORTGAGE SCHEDULE CONTINUED

MORTGAGE 'E'

BUILDING MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS made by FLOWERWOOD DEVELOPMENT, LLC to NORTH FORK BANK in the amount of \$3,425,000.00 dated 10/18/2005 and recorded 11/30/2005 in Liber 21182 Mp 262 (Mortgage Tax Paid: \$35,962.50)

SUBORDINATION AGREEMENT made by and between NORTH FORK BANK and LONG ISLAND LIGHTING COMPANY, D/B/A LIPA dated 1/14/2006 and recorded 2/8/2006 in Liber 21231 Mp 173. Subordinates mortgages A through D to electric easement.

SUBORDINATION AGREEMENT made by and between NORTH FORK BANK and LONG ISLAND LIGHTING COMPANY, D/B/A LIPA dated 1/14/2006 and recorded 2/8/2006 in Liber 21231 Mp 173. Subordinates mortgage E to electric easement.

ASSIGNMENT OF MORTGAGE made by NORTH FORK BANK to AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY dated as of 8/29/2007 and recorded 9/14/2007 in Liber 21604 Mp 255. Assigns mortgages A through E.

MORTGAGE 'F'

GAP MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS made by FLOWERWOOD DEVELOPMENT, LLC to AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY in the amount of \$1,525,000.00 dated as of 8/30/2007 and recorded 9/14/2007 in Liber 21604 Mp 256 (Mortgage Tax Paid: \$16,012.50)

MORTGAGE CONSOLIDATION, MODIFICATION, EXTENSION SPREDER AND SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS made by and between FLOWERWOOD DEVELOPMENT, LLC and AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY dated as of 8/30/2007 and recorded 9/14/2007 in Liber 21604 Mp 257. Consolidates mortgages A through F to form a single lien in the amount of \$6,200,000.00 and interest.

Mortgages 'A' through 'F' may be assigned and/or satisfied by:

AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY

This title report does not show all the terms and provisions of the mortgage(s) set forth herein. Interested parties should contact the holder(s) thereof to ascertain the terms, covenants and conditions contained therein, and to determine if there are any unrecorded amendments or modifications thereto.