

7404-019329

Remit Payment To:

Fidelity National Title Insurance Services, LLC
24 Commerce Drive
Riverhead, NY 11901
Phone: (631)727-0600 Fax: (631)727-0606

INVOICE

Due upon receipt

Town of Brookhaven
One Independence Hill
Farmingville, NY 11738

Order Number: 7404-019329

Invoice Date: 1/21/2025

Invoice Number: 7404-019329-1

Operation: 01030.431004

Seller(s):

Buyer/Borrower(s):

Escrow Officer: Tammy Moore

Title Officer: Sandra J. Goleski

Sales Rep: Nick J. Magro
Sheri A. Boddy

Property Description (1):

Stony Brook Road, Mill Pond and Shore Road, Head of the Harbor, NY 11780
District: 0200,

Acct Code	Description	Amount
5500	Special Search	5,760.00

Invoice total amount due: **\$5,760.00**

Thank you for the opportunity to serve you.
Please return a copy of this invoice with your payment

7404-019329



Fidelity National Title Insurance Services, LLC

24 Commerce Drive, Riverhead, NY 11901
 PHONE: (631)727-0600 | FAX (631)727-0606

Application Date: 11/22/2024

Report Due Date: 01/15/2025

Title No.: 7404-019329

APPLICANT:	AMOUNT OF INSURANCE:
Town of Brookhaven Attention: Debbie Masterson, Legal Secretary; Beth Ann Reilly, Esq. One Independence Hill Farmingville, NY 11738 Phone: (631) 451-6333 Fax: (631) 451-6505 Email: dmasterson@brookhavenny.gov; breilly@brookhavenny.gov	
	INSURED MORTGAGE
Sales Rep: NJM	
LENDER ATTORNEY:	BUYER:
	SELLER:
SELLER ATTORNEY:	SURVEY INSTRUCTIONS:
	COMPANY CHARGES: *
	Special Search \$5,760.00
LENDER:	TOTAL \$5,760.00
	*Municipal Search charges quoted herein are estimated only and will be finalized prior to closing.
PREMISES:	
Stony Brook Road, Mill Pond and Shore Road Head of the Harbor, NY 11780 County of Suffolk Town of Brookhaven Village of Head of the Harbor Dist: 0200	
SPECIAL INSTRUCTIONS:	

Date:	01/15/2025	Closing Date:	
Title No.:	7404-019329	Closer:	
Applicant:	Town of Brookhaven	Bank:	
Buyer:		Bank Attorney:	
Seller:		Seller Attorney:	
Premises:	Stony Brook Road, Mill Pond and Shore Road Head of the Harbor, NY 11780 County of Suffolk Town of Brookhaven Village or Head of the Harbor Dist: 0200	Sales Rep:	Nick J. Magro
		County:	Suffolk

CFPB TRID DISCLOSURE:

Note: OTP/LTP Disclosures are to be used only for TILA-RESPA purposes and for disclosure purposes in connection therewith, and may not properly reflect the actual premium charges on the title invoice.

OTP on Closing Disclosure

LTP on Closing Disclosure



Fidelity National Title

INSURANCE SERVICES, LLC

TITLE NO. 7404-019329

SPECIAL SEARCH

FIDELITY NATIONAL TITLE INSURANCE SERVICES, LLC certifies that it has examined the records of the Clerk of the County of Suffolk for the ownership of the portion of Shore Road (a/k/a Stony Brook Road and a/k/a Harbor Road) lying at the division between the Town of Brookhaven and the Town of Smithtown, Village of Head of the Harbor at the location of the dam under Stony Brook Mill Pond near the Old Grist Mill. The portion of the road in question lies between the following Suffolk County Tax Lots:

Tax Map No. 0200-219.00-01.00-008.000 and 009.000

Tax Map No. 0200-219.00-03.00-001.001

Tax Map No. 0801-001.00-01.00-028.000 and 029.000

Tax Map No. 0801-001.00-02.00-006.001

Said search disclosed the following:

The portion of Shore Road (a/k/a Stony Brook Road and a/k/a Harbor Road) lying partly in the Town of Brookhaven and Town of Smithtown was last conveyed in the following deeds to:

THE STONY BROOK COMMUNITY FUND, a New York Not-for profit corp.

By deed from The Stony Brook Community Fund, a charitable trust, dated 6/30/1983 recorded 6/30/1983 in Liber 9381 cp 16. (as to the southerly ½); and

By deed from The Stony Brook Community Fund, a charitable trust, dated 6/30/1983 recorded 6/30/1983 in Liber 9381 cp 122. (as to the northerly ½)

Note: Liber 9381 cp 122 recites:

SUBJECT to the condition as to maintenance of a mill upon the lands granted to Adam Smith by the Town of Brookhaven by grants dated January 27, 1699, and May 18, 1699 respectively; (these grants are not found recorded in the Suffolk County Clerk's Office) to the rights of the public in the bed of Stony Brook Road and in the bed of Main Street (examination did not disclose any dedications or conveyances of the road in the Suffolk County Clerk's Office) and, if any such rights there are, in the bed of the lane running in a northerly direction from Stony Brook Road to land now or formerly of Sophia J. Darling; to the present lease of the mill on Parcel No. 1 (See Liber 10461 cp 399, as amended by Liber 10461 cp 429 and Liber 11067 cp 62) and to the lease dated July 23, 1939 to the Gumbus lot to John Gumbus (lease not found or record in the Suffolk County Clerk's Office).

Examination also disclosed the following:

- 1, Preservation Covenant-Grist Mill in Liber 12512 cp 39.
2. Pedestrian Walkway Agreement in Liber 12108 cp 735. (Affects southerly side of road)



Fidelity National Title

INSURANCE SERVICES, LLC

TITLE NO. 7404-019329

SPECIAL SEARCH
continued

This certificate is prepared for the limited purposes set forth herein and does not constitute an abstract of title nor set forth any defects, liens or encumbrances thereon. No searches have been made other than as expressly stated above. The Company's liability under this Certificate shall only be to the party to whom it is certified, and such liability shall under no circumstances exceed the amount of Five Thousand Dollars (\$5,000.00) and no policy of title insurance can be issued based upon the information contained in the Certificate.

Search Dated: 12/10/2024

FIDELITY NATIONAL TITLEINSURANCE
SERVICES, LLC

BY: *Sandra J. Galeski*

SANDRA J. GOLESKI
VICE PRESIDENT

No Consideration

THIS INDENTURE, made the 30TH day of June, 1983,
between THE STONY BROOK COMMUNITY FUND, a charitable trust
having a principal place of business at Main Street (no
street number), Stony Brook, New York 11790, party of the
first part, and THE STONY BROOK COMMUNITY FUND, a New York
Not-for-Profit Corporation having a principal place of
business at Main Street (no street number), Stony Brook,
New York 11790, party of the second part:

WITNESSETH, that the party of the first part, in consideration of the reorganization of the party of the first part, a charitable trust, into the party of the second part, a New York Not-for-Profit Corporation, does hereby grant and release unto the party of the second part, its successors and assigns forever, all that certain plot(s), piece(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Stony Brook, partly in the Town of Brookhaven and partly in the Town of Smithtown, County of Suffolk and State of New York, more particularly bounded and described in Schedule A attached hereto and made a part hereof.

BEING and intended to be the same premises conveyed to the party of the first part by deed dated 12/30, 1974 and recorded in the office of the County Clerk of the County of Suffolk in liber 7781, page 81.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the premises hereby conveyed to the center lines thereof, unless otherwise indicated on Schedule A hereto; and TOGETHER with the appurtenances and all of the estate and rights of the party of the first part in _____

DISTRICT	SECTION	ELOCK	LOT
0200	21900	0300	001000

~~76~~
62053



313512

RECEIVED
\$ 6
REAL ESTATE
JUN 30 1987
TRANSFER TAX
SUFFOLK
COUNTY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being ~~xxx~~ partly in the Town of Brookhaven and partly in the Town of Smithtown in the County of Suffolk and State of New York, bounded and described as follows:

EXAMINER'S NOTE:

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BEGINNING at the point which is the northwesterly corner of the premises hereby conveyed at the southerly side of Shore Road (known also as Stony Brook Road) with the westerly side of the edge of the Mill Pond; thence along the edge of the Mill Pond and an arm of the Mill Pond called "Green Pond" and along the boundary of land conveyed by Alida B. Emmet to John R. Solan and William G. Tscheiller, Jr., by deed dated November 25, 1938 and recorded in the office of the Clerk of Suffolk County on December 1, 1938, in Liber 2017, page 499, the following courses and distances, viz:

South 16° 7' 30" West a distance of 53.13 feet; thence
South 37° 9' 45" West a distance of 13.93 feet; thence
South 0° 15' 50" East a distance of 17.72 feet; thence
South 37° 29' 40" West a distance of 24.70 feet; thence
South 8° 6' 10" East a distance of 21.93 feet; thence
South 7° 46' 50" West a distance of 33.14 feet; thence
South 7° 00' 40" East a distance of 17.99 feet; thence
South 44° 13' 10" East a distance of 72.11 feet; thence
South 36° 31' 50" East a distance of 49.11 feet; thence
South 30° 36' 50" West a distance of 40.04 feet; thence
South 21° 21' 50" East a distance of 39.67 feet; thence
South 59° 15' 00" East a distance of 50.50 feet; thence
South 43° 3' 20" West a distance of 39.78 feet; thence
South 70° 8' 00" West a distance of 40.26 feet; thence
North 87° 50' 50" West a distance of 24.41 feet; thence
North 21° 4' 30" West a distance of 7.62 feet; thence
North 2° 7' 00" East a distance of 47.16 feet; thence
North 15° 6' 30" West a distance of 57.35 feet; thence
North 79° 41' 40" West a distance of 45.00 feet; thence
South 61° 40' 20" West a distance of 39.97 feet; thence
South 3° 8' 10" East a distance of 35.99 feet; thence
South 37° 00' 00" East a distance of 122.70 feet; thence
South 74° 7' 20" East a distance of 28.78 feet; thence

SCHEDULE A (CONTINUED)

North 54° 57' 40" East a distance of 37.70 feet; thence
 North 86° 40' 30" East a distance of 37.25 feet; thence
 South 48° 27' 10" East a distance of 35.69 feet; thence
 South 11° 3' 00" East a distance of 126.62 feet; to a concrete monument set at the edge of the Mill Pond; said monument marking the southeasterly corner of land conveyed by Alida B. Emmet to John R. Solan and William G. Tscheilller, Jr. by the said deed dated November 25, 1938 above referred to:

Running thence along other land formerly of Alida B. Emmet in a southerly or southeasterly direction and along the edge of the Mill Pond South 12° 14' 10" East a distance of 49.67 feet; thence

South 43° 17' 20" East a distance of 30.87 feet; thence
 South 7° 50' 00" East a distance of 43.03 feet; thence
 South 82° 16' 30" East a distance of 60.73 feet; thence
 South 59° 10' 30" East a distance of 113.51 feet; thence
 South 72° 34' 40" East a distance of 71.15 feet.

Running thence along the foot of the bank of the Mill Pond and along the boundary of land conveyed by Alida B. Emmet to John I. McDonald by the said deed dated the 17th day of August, 1939 and above referred to, the following courses and distances, viz:

South 88° 45' 10" East a distance of 74.08 feet; thence
 South 72° 38' 10" East a distance of 52.55 feet; thence
 North 89° 01' 50" East a distance of 45.72 feet; thence
 South 76° 23' 10" East a distance of 48.10 feet; thence
 South 59° 13' 10" East a distance of 70.38 feet; thence
 South 39° 47' 10" East a distance of 109.56 feet; thence
 South 61° 46' 10" East a distance of 43.96 feet; thence
 leaving the foot of the bank of the Mill Pond and running
 South 69° 36' 40" East a distance of 157.86 feet; thence
 North 13° 48' 30" West 129 feet; thence
 North 85° 34' 20" West 89.70 feet; thence
 North 52° 23' 44" West 35.33 feet; thence
 North 40° 04' 16" East 102.67 feet; thence along the westerly side of land formerly of Cursley now of Farnum;

North 41° 14' 33" West 143.27 feet; thence
North 45° 48' 00" East a distance of 98.33 feet; thence
North 5° 03' 50" West a distance of 16.28 feet; thence
North 46° 41' 20" West a distance of 151.20 feet; thence
North 45° 58' 10" West a distance of 75.25 feet; thence
North 35° 21' 10" West a distance of 21.14 feet; thence
North 31° 44' 10" West a distance of 39.20 feet; thence
North 20° 10' 30" West a distance of 23.70 feet; thence
North 0° 06' 10" West a distance of 10.39 feet; thence
North 33° 55' 30" West a distance of 38.27 feet; thence
North 34° 02' 10" West a distance of 36.01 feet; thence
North 6° 45' 30" West a distance of 13.55 feet; thence
North 4° 31' 50" East a distance of 10.55 feet; thence
North 32° 15' 50" East a distance of 14.57 feet; thence
North 43° 40' 30" East a distance of 13.37 feet; thence
North 50° 12' 00" East a distance of 101.58 feet to the
center line of said Main Street; thence along the center line
of said Main Street the following four courses and distances, viz:
North 40° 51' 00" West a distance of 17.24 feet; thence
North 55° 01' 00" West a distance of 298.71 feet; thence
North 42° 08' 30" West a distance of 132 feet; thence
North 25° 38' 30" West to the point where the center line
of the said Main Street intersects the extension of the center
line of said Stony Brook Road; thence in a westerly or south-
westerly direction and along the center line of said Stony Brook
Road to a point at right angles to the point of beginning and
thence on said right angle line from the center of Stony Brook
Road to the point or place of beginning.

TOGETHER with all ownership in the Mill Pond lying within
the above described parcels of land, either or both thereof, the
land thereunder and the water therein and each and every right
whatsoever of the party of the first part in or with respect to
the water overflowing therefrom or the use thereof for any
purpose.

and to said premises, including but not limited to any lease affecting said premises between the party of the first part as landlord and any tenant or tenants thereunder.

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

AND THAT, in compliance with Section 13 of the Lien Law, the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its duly authorized officer as of the day and year first above written.

THE STONY BROOK COMMUNITY FUND,
A Charitable Trust

By Dorothy B. Melville
Name: Dorothy B Melville
Title: President

3381 Not 21

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

On the 28th day of June, 1983, before me personally came Dorothy B Melville
to me known, who, being by me duly sworn, did depose and
say that she resides at ^{10 #} Wide Water, Old Field, N.Y. ;
that she is the President of THE STONY BROOK
COMMUNITY FUND, the charitable trust described in and which
executed the foregoing instrument; that said trust has no
seal and has never adopted a seal; that the execution and
delivery of the foregoing instrument was authorized by
unanimous resolution of the Board of Trustees of said
charitable trust; and that she signed her name thereto on
behalf of said charitable trust by like order.


Notary Public

[Seal]

My Commission Expires:

RICHARD T. ROCCHIO
NOTARY PUBLIC State of New York
No. 01804730582
Qualified in Suffolk County
Commission Expires March 30, 1984

LIBER 9381 PAGE 22

RECORDED

RECORDED

63 JUN 30 P 3:46

ANTHONY J. TELLE
CLERK OF
SUFFOLK COUNTY

2108

THE STONY BROOK COMMUNITY FUND,
a charitable trust,

Grantor,
and

THE STONY BROOK COMMUNITY FUND,
a New York Not-for-Profit
Corporation,

Grantee.

DEED

Dated as of the 30th day of
June, 1983.

The within instrument affects
land situated in Suffolk County,
New York.

Record and Return to:

RECORD AND RETURN TO

CC3-18295 T. G. T.

TITLE GUARANTEE COMPANY
400 West Main Street
Riverhead, New York 11901
Attention: Closing Department

RECORDED BY: THE TITLE GUARANTEE COMPANY

31399

270
Circulation

THIS INDENTURE, made the 30th day of June, 1983, between THE STONY BROOK COMMUNITY FUND, a charitable trust having a principal place of business at Main Street (no street number), Stony Brook, New York 11790, party of the first part, and THE STONY BROOK COMMUNITY FUND, a New York Not-for-Profit Corporation having a principal place of business at Main Street (no street number), Stony Brook, New York 11790, party of the second part:

WITNESSETH, that the party of the first part, in consideration of the reorganization of the party of the first part, a charitable trust, into the party of the second part, a New York Not-for-Profit Corporation, does hereby grant and release unto the party of the second part, its successors and assigns forever, all that certain plot(s), piece(s) or parcel(s) of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Stony Brook, partly in the Town of Brookhaven and partly in the Town of Smithtown, County of Suffolk and State of New York, more particularly bounded and described in Schedule A attached hereto and made a part hereof.

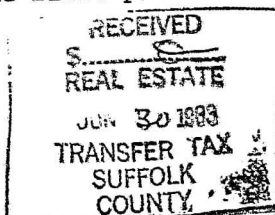
BEING and intended to be the same premises conveyed to the party of the first part by deed dated 10/18, 1952 and recorded in the office of the County Clerk of the County of Suffolk in liber 3441, page 377.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the premises hereby conveyed to the center lines thereof, unless otherwise indicated on Schedule A hereto; and TOGETHER with the appurtenances and all of the estate and rights of the party of the first part in

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31399



ALL that lot or parcel of land, with the buildings and improvements thereon, partly in the Town of Brookhaven and partly in the Town of Smithtown, Suffolk County, New York, bounded and described as follows: (PARCEL NO. 1)

BEGINNING at a point in the center line of Stony Brook Road (known also as Shore Road) in Stony Brook, which point is 1008.51 feet easterly, measured along the center line of said Stony Brook Road, from the westerly boundary line of land now or formerly of the said Alida B. Emmet on the southerly side of said Stony Brook Road and is the northeasterly corner of land conveyed by the said Alida B. Emmet to John R. Solan and William G. Tscheiller, Jr. by deed made the 25th day of November, 1938, and recorded in the office of the Clerk of Suffolk County on December 1st, 1938, in liber 2017, page 499, and running thence from the above-described point of beginning in an easterly or northeasterly direction along the center line of said Stony Brook Road to the center line of Main Street in Stony Brook and the easterly boundary of land of the said Alida B. Emmet; running thence northwesterly and northerly along the center line of said Main Street and the easterly boundary of this parcel No. 1, being the Gumbus lot so-called, to the northeasterly corner of the said Gumbus lot; running thence South 86 degrees 30 minutes 00 seconds West to the center line of the lane running in a northerly direction from said Stony Brook Road to land now or formerly of Sophia J. Darling; running thence in a southerly or southeasterly direction along the center line of said lane to the point or place of beginning.

EXCEPTING AND RESERVING THEREFROM

ALL that lot of land situate, lying and being in the unincorporated Village of Stony Brook, Town of Brookhaven, Suffolk County, New York, bounded and described as follows: BEGINNING at a point formed by the intersection of the center line of Main Street, Stony Brook, with the boundary line between land of John and Mary Rebolli and land formerly of Alida B. Emmet, now Ward Melville, and running thence along said boundary line South 82 Degrees, 56 Minutes, 50 Seconds West, a distance of 86.85 feet; thence still along said boundary line South 84 degrees 27 minutes 30 seconds West, a distance of 88.15 feet to other land formerly of Alida B. Emmet, now Ward Melville; thence along other land formerly of Alida B. Emmet, now Ward Melville South 16 Degrees 00 Minutes 00 Seconds East, a distance of 202.91 feet to the northerly side of the Road across the mill dam; thence along the northerly side of the Road across the mill dam North 70 Degrees 10 Minutes 50 Seconds East, a distance of 185.00 feet to the center line of Main Street; thence along the center line of Main Street North 25 Degrees 38 Minutes 30 Seconds West, a distance of 118.00 feet; thence still along the center line of Main Street North 6 Degrees 43 Minutes 30 Seconds West, a distance of 45.32 feet to the point or place of beginning.

SUBJECT to the condition as to maintenance of a mill upon the lands granted to Adam Smith by the Town of Brookhaven by grants dated January 27, 1699, and May 18, 1699 respectively; to the rights of the public in the bed of Stony Brook Road and in the bed of Main Street and, if any such rights there are, in the bed of the lane running in a northerly direction from Stony Brook Road to land now or formerly of Sophia J. Darling; to the present lease of the mill on Parcel No. 1 and to the lease dated July 13, 1939 of the Gumbus lot to John Gumbus.

Examiner's

Note:

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029.000

Excepted parcel

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EXAMINER'S NOTES:

Land grant to Adam Smith not found of record in County Clerk's Office.

Subject to Rts. of public in bed of Stony Brook Road.

See susequent lease L. 10461 cp 399, as amended.

Lease to Gumbus not found of record.

SCHEDULE A (CONTINUED)

AND SUBJECT to the easement, to the creation of which the party of the first part has consented and agreed, viz:

The land included in the above described premises. is conveyed subject to the right of the said Alida B. Emmet, her husband, C. Temple Emmet, and the sons and daughters of the said Alida B. Emmet and C. Temple Emmet, at their own cost and expense, to maintain, replace and renew as required and operate the pressure tank and pumps and the equipment incident to the operation thereof now on and used in connection with the artesian well on the land above described, to supply water to the main dwelling house now standing on the land hereinafter described so long as the said Alida B. Emmet, her said husband, or their sons and daughters, any one or more thereof; shall own said land and the said main dwelling house thereon; the land thus referred to being that lot or parcel of land now owned by the party of the first part and lying immediately to the west of the said land above described and bounded on the north by Stony Brook Harbor; on the west by land now or formerly of Helen Parrish Brown; on the south by Stony Brook Road and on the east by the said land above described and land now or formerly of Sophia J. Darling.

and to said premises, including but not limited to any lease affecting said premises between the party of the first part as landlord and any tenant or tenants thereunder.

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

AND THAT, in compliance with Section 13 of the Lien Law, the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its duly authorized officer as of the day and year first above written.

THE STONY BROOK COMMUNITY FUND,
A Charitable Trust

By Dorothy B. McWells
Name: Dorothy B. McWells
Title: PRESIDENT

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

On the 28th day of June, 1983, before me personally came Dorothy B. Melville,
 to me known, who, being by me duly sworn, did depose and say that she resides at ^{N^o #} Wide Water, Old Field, N.Y.; that she is the PRESIDENT of THE STONY BROOK COMMUNITY FUND, the charitable trust described in and which executed the foregoing instrument; that said trust has no seal and has never adopted a seal; that the execution and delivery of the foregoing instrument was authorized by unanimous resolution of the Board of Trustees of said charitable trust; and that she signed her name thereto on behalf of said charitable trust by like order.

NOTARY PUBLIC
 STATE OF NEW YORK
 My Comm. Expires: 12/31/84
 [Seal]

Richard D. Reedlin
 Notary Public

My Commission Expires:

LIBER 9381 PAGE 127

RECORDED

83 JUN 30 P 3: 47

ARTHUR J. FELLICE
CLERK OF
SUFFOLK COUNTY

2127

THE STONY BROOK COMMUNITY FUND,
a charitable trust,

and

THE STONY BROOK COMMUNITY FUND,
a New York Not-for-Profit
Corporation,

Grantee.

DEED

Dated as of the 30th day of
June, 1983.

The within instrument affects
land situated in Suffolk County,
New York.

Record and Return to:

RECORD AND RETURN TO

TITLE GUARANTEE COMPANY
400 West Main Street
Riverhead, New York 11901
Attention: Closing Department

RECORDED BY THE TITLE GUARANTEE COMPANY

QC3-18295 T. G. To

Record and return to:

DAVIS POLK & WARDWELL
1 Chase Manhattan Plaza
New York, New York 10005
Attention: Joseph J. Sperber, Esq.

T-1287-578

C

LEASE AGREEMENT

dated as of July 1, 1981

between

THE STONY BROOK COMMUNITY FUND
a New York charitable trust
as Lessor

and

THE MUSEUMS AT STONY BROOK
a New York education corporation
as Lessee

Premises Located at:

Stony Brook
Town of Brookhaven,
County of Suffolk,
State of New York



Tax Map

<u>PROPERTY:</u>	<u>District</u>	<u>Section</u>	<u>Block</u>	<u>Lot</u>
(a) Carriage Museum	200	219	6	8
(b) Nature Walk	200	219	3	6
(c) Hawkin's-Mount House	200	247	2	1
(d) Annex to Carriage Museum	200	246	2	1
(e) Art Museum	200	219	6	1
(f) Stony Brook Grist Mill	200	219	1	9
(g) History Museum	200	246	1	1
(h) 33 Blydenburgh Lane	200	219	6	5
(i) Print Shop (Three Village Herald)	200	219	6	9.1

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11/4/97
CB

AGREEMENT

THIS AGREEMENT, made the 1st day of July, 1981 between the STONY BROOK COMMUNITY FUND ("FUND"), a New York charitable trust, ^{111 Main St. Stony Brook, N.Y.} having its principal place of business at Stony Brook, Town of Brookhaven, County of Suffolk, State of New York, party of the first part, and THE MUSEUMS AT STONY BROOK ("MUSEUMS"), a corporation created by the Regents of the University of the State of New York, having its principal office and address at Stony Brook, ^{1008 Ave. 23rd Stony Brook, N.Y.} Suffolk County, New York, party of the second part.

W I T N E S S E T H :

The FUND leases to the MUSEUMS the following premises:

- (a) Carriage Museum;
- (b) Nature Walk;
- (c) Hawkins-Mount House;
- (d) Annex to Carriage Museum;
- (e) Art Museum;
- (f) Stony Brook Grist Mill;
- (g) History Museum;
- (h) 33 Blydenburgh Lane;
- (i) Print Shop (Three Village Herald Building)

(all as more particularly bounded and described in Appendix A).

In addition to the buildings and grounds above referred to, this lease includes all fixtures, appurtenances, alterations, additions and improvements which are currently in place or which may be put in place by the MUSEUMS upon the leased premises during

the term of this lease except such separate buildings as are owned by the MUSEUMS and placed on leased land.

LEASE TERM:

The MUSEUMS has agreed to take, and hereby does take from the FUND, the above-cited premises for the term of 99 years, to commence from the 1st day of July, 1981 and to end on the 30th day of June, 2080; said premises to be used and occupied only for not-for-profit, museum and other museum-related educational purposes, subject to the terms, covenants and conditions hereinafter contained; none of the premises shall be utilized for other than said purposes without the written consent of the FUND. The MUSEUMS hereby covenants and agrees to pay therefore unto the FUND the yearly rent of One (\$1.00) Dollar, payable in advance on the 1st day of July of each and every year during the term of this lease.

REPAIRS:

That, throughout the term of this lease, the MUSEUMS will take good care of the demised premises, fixtures and appurtenances and all alterations, additions and improvements made to said premises; make all repairs in and about the same necessary to preserve them in good order and condition, which repairs shall result, in quality and class, to a standard comparable to their present (1981) condition; suffer no waste or injury; and give prompt notice to the FUND of any fire or other circumstance leading to damage to any of the demised facilities. Attached hereto is Appendix "B" in which the FUND sets forth "standards" to be observed by the MUSEUMS in meeting the terms of this clause; said standards are not intended to be an exclusive recitation of those

maintenance items required to be attended to by the Tenant; rather, it represents a recitation of the basic maintenance standards expected to be observed by the MUSEUMS.

INSPECTIONS:

That during the term of this lease, the FUND and FUND'S agents shall be permitted at any time during the term to visit and examine the leased facilities at any reasonable hour of the day upon prior notice, oral or written, to the MUSEUMS.

ANNUAL INSPECTION:

In addition, no later than the month of April, on an annual basis, and commencing no later than April, 1982, the FUND will conduct a survey of the leased premises by way of an examination of the premises by a designee(s) of the FUND who will render a written report on the condition and state of repair of the leased premises in reference to its structural integrity, landscape and mechanical systems. Such report will be made to the Buildings and Grounds Committees of both the FUND and the MUSEUMS on or before May 20 and should the MUSEUMS so elect, it may conduct its own survey by such designee(s) as it deems fit.

The Buildings and Grounds Committees of the FUND and the MUSEUMS will meet at a mutually convenient date fixed for June of each year to consider the report(s) on the matter of the condition and repair of the leased facilities. Should the respective Committees be unable to agree on the matter of the MUSEUMS' upkeep and maintenance of the leased premises, a mutually acceptable third party will review such report(s) as is (are) available and, if necessary, undertake an inspection on his own behest and,

thereafter, render findings and determinations as to the state of the demised premises and what action should be taken, if any, by the MUSEUMS to place the tenant in compliance with this lease; the third party's report shall be rendered no later than August 31 of the subject year.

The tenant MUSEUMS shall have a period of one hundred twenty (120) days within which to remedy any defects mutually agreed to exist upon by the joint Buildings and Grounds Committees or, found to exist by the third party, arbitrator. Compliance with the "arbitrator's" recommendation will be deemed to be a term and condition of the lease. The costs of the arbitrator's expenses will be shared equally by the FUND and MUSEUMS.

In addition, the Buildings and Grounds Committees of the FUND and the MUSEUMS at the above-June meeting will establish an equitable apportionment between the MUSEUMS and the FUND of the "replacement" values established to be appropriate for the listed properties. In reaching a determination on the matter of the apportionment of insurance proceeds, the Committees will consider the investment of the MUSEUMS in the buildings; the replacement cost of the buildings and such other factors as are deemed appropriate by the FUND'S and MUSEUM'S Committees in reaching their determinations. Should the respective Committees be unable to reach agreement on the apportionments relating to any or all of the buildings cited in Appendix C, the arbitration procedures cited above will be implemented.

REAL ESTATE TAXES AND UTILITIES CHARGES

The tenant, as additional rent, shall pay and discharge all real estate taxes and special assessments, and all such similar

payments of any kind or nature, and whether or not now, within the contemplation of the parties, imposed by any governmental or public authority that shall, during the term of this lease, or any extensions thereof, be imposed or become a lien with respect to the demised premises or any part thereof, or upon any building or appurtenance thereto, or upon any fixtures or personal property used in connection therewith, or upon sidewalks or streets in front of or adjoining the premises; and all charges for gas, oil, electricity, water, telephone and other public utility service furnished to the demised premises during the term hereof, or any extensions thereof.

The tenant shall be deemed to have complied with the provisions of this section if payment of any taxes, assessments, or other governmental impositions are made by the tenant within the period within which payment is permitted without penalty or interest, and the tenant shall, within thirty (30) days thereafter, produce and exhibit the FUND showing satisfactory evidence of such payment.

The tenant may contest in good faith by appropriate proceedings at the tenant's sole expense, any such taxes, assessments or charges.

INSURANCE

Annexed hereto and marked Appendix C is a list of insurance currently in effect with respect to the leased premises; the listing sets forth the currently applicable valuations on the listed facilities; the MUSEUMS buildings to be insured pursuant to the attached schedule of insurance values. Replacement valuations on

the listed facilities may be revised by the FUND pursuant to re-appraisals; however, the MUSEUMS will be given reasonable notice of any re-appraisal of the buildings in order that the MUSEUMS may participate in the establishment of revised evaluations. The MUSEUMS shall provide, at its own expense, fire, liability and such other insurances as may be reasonably required by the FUND; the MUSEUM shall promptly pay the premiums for all such insurance. The tenant shall be an assured under the policy. The landlord shall be named as an assured at the expense of the MUSEUMS and, in no event, shall any policy be cancelled in the amounts payable in the event of loss without thirty (30) days' written notice to the landlord. In the event of cancellation of any policy, the landlord FUND, may, after consultation with representatives of the MUSEUMS, take out a policy to replace the one cancelled, and add the cost thereof to the rent next due and payable.

The FUND shall be furnished with a certificate of insurance of every policy.*

NET LEASE

This is a net lease and the landlord FUND shall not be required to provide any services or to do any act in connection with the demised premises, except as specifically provided herein.

ORDINANCES AND VIOLATIONS

That the MUSEUMS shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and Town governments and of any and all their departments and bureaus applicable to said premises, for

D.M.
* The insurance company must be a licensed or approved non-admitted carrier in the State of New York and require a minimum service rating of A and a minimum Class X financial rating as rated by the A. M. Best Co. for all carriers.


the correction, prevention, and abatement of nuisances or other grievances, in, upon or connected with said premises during said term; and shall promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the MUSEUMS own cost and expense.

ASSIGNMENT:

That the MUSEUMS shall not assign or mortgage this lease or let or underlet the demised premises, or any part thereof, or permit any part of the same to be used or occupied by any other person or entity other than the MUSEUMS without the written consent of the FUND, said consent not to be unreasonably withheld; said consent shall be held to apply only to the specific act thereby authorized and shall not be construed as a waiver of the duty of the MUSEUMS, its successors or assigns to obtain from the FUND consent to any other or subsequent act of assignment or mortgaging, or subletting, or occupancy, or as modifying or limiting the rights of the FUND under the foregoing covenants of the MUSEUMS not to assign, mortgage or sublet, without the consent of the FUND; which is not to be unreasonably withheld.

ALTERATIONS:

That all proposed structural alterations shall be approved by the FUND prior to implementation of said proposals; said approval not to be unreasonably withheld by the FUND. A structural alteration shall be defined as any modification which attaches to or connects with any part of the existing properties or systems within said properties. At no time shall existing buildings or land be modified or removed nor shall any structures be added to real



property without approval of the FUND; said approval not to be unreasonably withheld by the FUND. That all alterations, additions, or improvements, whether fixtures or otherwise, which may be made or put in by the MUSEUMS upon said leased premises, except movable furniture and personal property put in at the expense of the MUSEUMS, shall become and be the property of the FUND, and shall remain and be surrendered with said leased premises as part thereof, at the termination of this lease, at which time said altered premises shall be in good condition, reasonable wear excepted.

DEFAULT:

If the MUSEUMS defaults in fulfilling any of the covenants of this lease, or if the demised premises become vacant or deserted, or if the MUSEUMS become insolvent, or should lose its charter, in any one or more of such events, upon landlord serving a written forty-five (45) days' notice upon tenant specifying the nature of said default, and upon the expiration of said forty-five (45) days, if tenant shall have failed to comply with a remedy of such default, or if the said default or omission complained of shall be of such nature that the same cannot be completely cured or remedied within such forty-five (45) day period, and if tenant shall not have diligently commenced securing such default within such forty-five (45) day period, and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure such default, then landlord may serve a written fifteen (15) days' notice of cancellation of this lease upon tenant, and upon expiration of said fifteen (15) days, this lease and the term thereunder

shall end and expire as fully and completely as if the date of expiration of such fifteen (15) day period with the day herein definitely fixed for the end and expiration of this lease and the term hereof and tenant shall then quit and surrender the demised premises to the landlord, the tenant shall remain liable, as hereinafter provided.

LIABILITY

Anything to the contrary contained in this lease notwithstanding, the tenant agrees to indemnify and hold harmless the landlord from any and all liability to or a claim by the tenant, its agents, servants, licensees, invitees, or undertenants, or any other persons or corporations which shall arise in or out of the demised premises or of the sidewalks or streets in front of, in or adjoining the property during the term of the lease, or any extensions of the lease.

NOTICES

Any notice which either party may desire or be required to give to the other party shall be in writing sent by certified mail, return receipt requested, to the other party at the address set forth above, or at such other address as may be later established by suitable written notice to the other party in accordance with this paragraph, and the giving of notice shall be deemed to be the time when the same is mailed.

MODIFICATION

No oral statement or prior written matter shall have any force or affect insofar as modification of the terms of this lease is concerned. No waiver of any provision of this lease shall be

effective unless in writing signed by the waiving party. The MUSEUMS agrees that it is not relying on any representations or agreements other than those contained in this lease. Any proposed modification to this agreement shall take the form of a letter from either the Stony Brook Community Fund President or the MUSEUM'S President, outlining the suggested changes and reasons for such change(s). A joint meeting of the Executive Committees and/or Boards of the FUND and MUSEUMS shall be scheduled for discussion and approval of such changes. The lease shall not be modified except in writing subscribed by both parties.

The MUSEUMS will, at the expiration of the term of this lease, quit, give up and surrender the premises hereby demised in as good state and condition as they were in at the commencement of the term, reasonable wear and tear thereof and damages by the elements excepted.

It is further understood and agreed that the covenants, terms, conditions and agreements contained in the within lease are binding upon the parties hereto, their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Landlord and Tenant have respectively signed and sealed their presents the day and year first above written.

STONY BROOK COMMUNITY FUND

By: Dorothy B. Melville

THE MUSEUMS AT STONY BROOK

By: Dorothy B. Melville

(I) STONY BROOK GRIST MILL

Suffolk County, New York, bounded and described as follows:
BEGINNING at a point in the center line of Stony Brook Road (known also as Shore Road) in Stony Brook, which point is 1008.51 feet easterly, measured along the center line of said Stony Brook Road, from the westerly boundary line of land now or formerly of the said Alida B. Emmet on the southerly side of said Stony Brook Road and is the northeasterly corner of land conveyed by the said Alida B. Emmet to John R. Solan and William G. Tachellier, Jr. by deed made the 25th day of November, 1938, and recorded in the office of the Clerk of Suffolk County on December 1st, 1938, in liber 2017, page 499, and running thence from the above-described point of beginning in an easterly or northeasterly direction along the center line of said Stony Brook Road to the center line of Main Street in Stony Brook and the easterly boundary of land of the said Alida B. Emmet; running thence northwesterly and northerly along the center line of said Main Street and the easterly boundary of this parcel No. 1, being the Gumbus lot so-called, to the northeasterly corner of the said Gumbus lot; running thence South 86 degrees 30 minutes 00 seconds West to the center line of the lane running in a northerly direction from said Stony Brook Road to land now or formerly of Sophia J. Darling; running thence in a southerly or southeasterly direction along the center line of said lane to the point or place of Beginning.

EXCEPTING AND RESERVING THEREFROM

All that lot of land situate, lying and being in the unincorporated Village of Stony Brook, Town of Brookhaven, Suffolk County, New York, bounded and described as follows: BEGINNING at a point formed by the intersection of the center line of Main Street, Stony Brook, with the boundary line between land of John and Mary Rebell and land formerly of Alida B. Emmet, now Ward Melville, and running thence along said boundary line South 82 degrees, 56 minutes, 50 seconds West, a distance of 86.85 feet; thence still along said boundary line South 84 degrees 27 minutes 30 seconds West, a distance of 88.15 feet to other land formerly of Alida B. Emmet, now Ward Melville; thence along other land formerly of Alida B. Emmet, now Ward Melville South 16 degrees, 06 minutes, 00 seconds East, a distance of 202.91 feet to the northerly side of the Road across the mill dam; thence along the northerly side of the Road across the mill dam North 70 degrees, 10 minutes, 50 seconds East, a distance of 185.00 feet to the center line of Main Street; thence along the center line of Main Street North 25 degrees, 38 minutes, 30 seconds West, a distance of 118.00 feet; thence still along the center line of Main Street North 6 degrees, 43 minutes, 30 seconds West, a distance of 45.32 feet to the point or place of Beginning.

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A P P E N D I X B

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STONY BROOK COMMUNITY FUND

BOX 572, STONY BROOK, LONG ISLAND, N.Y. 11790
TELEPHONE 516-791-1100

April 7, 1981

STANDARDS FOR THE MUSEUMS BUILDINGS AND GROUNDS

EXTERIOR - MAINTENANCE

- | | |
|--|---|
| a. Condition of paint | f. Foundation cracks repaired |
| b. Roof - no leaks, no loose shingles | g. Gutters cleaned and replaced as necessary, down spouts cleaned |
| c. Glass - replacement of broken glass | spring as needed, fall as needed |
| d. Replace rotted wood | caspools cleaned |
| e. Doors planed when necessary | |

INTERIOR MAINTENANCE

- | | |
|---------------------------------|-------------------------|
| a. Stains on walls and ceiling | d. Flooring maintained |
| b. cracks | e. Plumbing |
| c. Lighting fixtures maintained | f. Sprinkler maintained |
- All mechanical equipment in good operating condition. Ceilings, tiles to be replaced when necessary.

EXTERIOR LANDSCAPE

- | | |
|--|---|
| a. Trees professionally inspected annually | d. Plantings pruned, fertilized when needed |
| b. Trees and shrubs pruned, fertilized when needed | e. Leaves, broken branches, brush other debris removed from all areas |
| c. Lawns mowed regularly, fertilized when needed | f. snow removal |

REPAIRS AND PROPERLY MAINTAIN

- | | |
|--------------------------------------|--------------------------------------|
| a. all fences | d. retaining walls, patios and walks |
| b. parking areas, roadways and curbs | e. all drains |
| c. all walkways | |

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A P P E N D I X C

STONY BROOK COMMUNITY FUND
(Museum Account)

		<u>Replacement Value</u>
CARRIAGE HOUSE	100%	\$570,543
BLACKSMITH SHOP	100%	16,000
SCHOOL HOUSE	100%	20,000
CORN CRIB	100%	1,500
STONY BROOK CRIST MILL	100%	125,000
NEW ART MUSEUM	80%	509,901
MOUNT HOUSE	100%	150,000
MOUNT BARN	80%	34,342
MOUNT CORN CRIB	100%	1,500
MOUNT GARAGE	100%	1,200
PRINT SHOP	100%	110,000
HISTORY MUSEUM	100%	783,727
MUSEUM STORE	100%	83,162
BREWSTER & HARNESS SHED	80%	165,274
STUDEBAKER SHED	80%	78,006
ABBOTT DOWNING	80%	54,014
WILLIAMSON BARN	80%	24,325
CARRIAGE SHED	80%	12,388
HAWKINS MOUNT CARRIAGE SHED	80%	9,227
BLYDENBURG	80%	45,695

APPENDIX D

Capital Accounts as of July 1, 1981Capital Accounts

<u>Buildings</u>	<u>MUSEUMS</u>	<u>FUND</u>
Carriage Museum	\$4,990,000*	\$835,388
Blacksmith Shop	- 0 -	\$ 34,998
School House	- 0 -	\$ 24,475
Williamson Corn Crib	1,500	-0-
Art Museum	- 0 -	\$509,911
Hawkins-Mount House	- 0 -	\$360,599
Hawkins-Mount Barn	- 0 -	\$ 34,342
Hawkins-Mount Corn Crib	- 0 -	\$ 1,500
Hawkins-Mount Garage	- 0 -	\$ 20,221
Hawkins-Mount Carriage Shed	- 0 -	\$ 9,227
Curatorial Office Building (formerly Three Village Herald)	- 0 -	\$107,088
History Museum	- 0 -	\$783,727
Museum Store	- 0 -	\$ 83,163
Brewster & Harness Shed	- 0 -	\$165,274
Studebaker Shed	- 0 -	\$ 78,006
Abbott Downing Shed	- 0 -	\$ 54,014
Williamson Barn	\$ 24,325	-0-
Williamson Carriage Shed	\$ 12,388	-0-
33 Blydenburgh Lane	- 0 -	\$ 45,615
Education Building	\$80,504	-0-

FUND's Minimum Apportionment Percentage

During each of the last 7 years of the term, the FUND's Apportionment Percentage shall not be less than the percentage set forth in the following schedule opposite the year in question.

<u>Year</u>	<u>FUND's Minimum Apportionment Percentage</u>	<u>Year</u>	<u>FUND's Minimum Apportionment Percentage</u>
93**	70%	97	90%
94	75%	98	95%
95	80%	99	100%
96	85%		

* As of September 1, 1987

** The 93rd year begins on July 1, 2073 and ends on June 30, 2074. Etc. The 99th year begins on July 1, 2079 and ends on June 30, 2080.

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J. T. G. Cq.

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NOV 4 3 48 PM '87
JULIETTE A. KINSLEY
CLERK OF
COUNTY OF SUFFOLK

RECORDED