

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
THE SEAVIEW AT AMAGANSETT, LTD., DUNES
AT NAPEAGUE PROPERTY OWNERS ASSOCIATION,
INC., THE TIDES HOMEOWNERS ASSOCIATION, INC.,
WHALERS LANE HOMEOWNERS ASSOCIATION, INC.,
THE OCEAN ESTATES PROPERTY OWNERS
ASSOCIATION, INC., ROBERT HIGGINS, MARC HELIE,
ROBERT CRISTOFARO AND ROBERT COOPERMAN,

Index No. 09-

34714
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Plaintiffs,

-against-

VERIFIED COMPLAINT

TRUSTEES OF THE FREEHOLDERS AND
COMMONALTY OF THE TOWN OF EAST
HAMPTON AND THE TOWN OF EAST HAMPTON,

Defendants,

-and-

JAY H. BAKER, PATTY C. BAKER,
DAVID STUART TYSON, STEPHANIE BITTERMAN,
JUNE MERTON, NAPEAGUE ASSOCIATES,
DAVID ROSS, GRACE ROSS, IRVING C. MARCUS
AND HARRIET MARCUS,

Additional Defendants.

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Plaintiffs, by their attorneys Esseks, Hefter & Angel, LLP, complaining of defendants,
allege:

1. This is an action brought, in part, pursuant to Article 15 of the New York Real Property Actions and Proceedings Law ("RPAPL") to compel the determination of any claims adverse to those of plaintiffs in certain parcels of real property in the Town of East Hampton, County of Suffolk, New York, which parcels are more particularly described in Exhibit A, annexed hereto, and are known and designated on the Suffolk County Tax Map as 0300-179.00-

02.00-002.2 and 0300-152.00-02.00-030.00 and parts of 0300-152.00-02.00-014.00 and 0300-152.00-02.00-013.00 (hereinafter collectively the "Subject Property").

2. The Subject Property is beachfront and stretches along approximately 4000 feet of the Atlantic Ocean beach at Amagansett in the Town of East Hampton between Napeague Lane on the west and Napeague State Park on the east.

3. Plaintiff The Seaview at Amagansett, Ltd., ("Seaview at Amagansett") is a domestic not-for-profit corporation having its principal place of business c/o Matthew Skolnick, 331 Altessa Blvd, Melville, NY 11747 and a) is the owner of a portion of the Subject Property, b) is also the owner of real property identified on the Suffolk County Tax Map as 0300-179.00-01.00-011.000, north of and within the Subject Property, and c) is a property owners' association composed of owners of lots shown on the Map of Seaview at Amagansett, a subdivision filed in the Suffolk County Clerk's office on November 3, 1967 as Map No. 4987.

4. Plaintiff Seaview at Amagansett is the owner of the westerly 800 feet, more or less, of the Subject Property.

5. Membership in plaintiff Seaview at Amagansett is open to all owners of property shown on the Map of Seaview at Amagansett.

6. Plaintiff Seaview at Amagansett acquired ownership of its portion of the Subject Property by virtue of a deed made and delivered on or about April 23, 1973 from Great South Beach Improvement Company, which deed was recorded in the office of the Clerk of the County of Suffolk on May 16, 1973 in Liber 7399 at page 50 and a deed made and delivered on or about January 22, 2007 from Great South Beach Improvement Company, which deed was recorded in the office of the Clerk of the County of Suffolk on March 27, 2007 in Liber 12498 at page 53.

7. Plaintiff Dunes at Napeague Property Owners Association, Inc. ("Dunes at Napeague") is a domestic not-for-profit corporation having its principal place of business c/o Kenneth R. Silverman, 401 East 74th Street, New York, NY 10021, and a) is the owner of a portion of the Subject Property, b) is also the owner of property identified on the Suffolk County Tax Map as 0300-179.00-02.00-010.000, adjacent to and north of the Subject Property, and c) is a property owners' association composed of owners of lots shown on the Map of Dunes at Napeague, a subdivision filed in the Suffolk County Clerk's office on June 30, 1981 as Map No. 6944.

8. Plaintiff Dunes at Napeague is the owner of a 600 foot, more or less, portion of the subject property located east of the portion owned by plaintiff Seaview at Amagansett.

9. Membership in plaintiff Dunes at Napeague is open to all owners of property shown on the Map of Dunes at Napeague.

10. Plaintiff Dunes at Napeague acquired ownership of its portion of the Subject Property by virtue of a deed made and delivered on or about March 16, 2006 from Sand Castle Realty, Inc., which deed was recorded in the office of the Clerk of the County of Suffolk on March 27, 2007 in Liber 12498 at page 54, and a deed made and delivered on or about March 16, 2006 from Dune Associates, which deed was recorded in the office of the Clerk of the County of Suffolk on March 27, 2007 in Liber 12498 at page 55.

11. Plaintiff The Tides Homeowners Association, Inc. ("The Tides Homeowners") is a domestic not-for-profit corporation having its principal place of business c/o Robert N. Cooperman, Esq., Cooperman Lester Miller LLP, 1129 Northern Blvd., Manhasset, New York, 11030, and a) is the owner of a portion of the Subject Property, b) is also the owner of real

property identified on the Suffolk County Tax Map as 0300-0152.00-02.00-026.010, within, adjacent to, and north of the Subject Property, and c) is a property owners' association composed of owners of lots shown on the Map of Mitchell Dunes, a subdivision filed in the Suffolk County Clerk's office on November 17, 1982 as Map No. 7132.

12. Plaintiff The Tides Homeowners is the owner of a 400 foot, more or less, portion of the Subject Property located immediately east of the portion owned by plaintiff Dunes at Napeague.

13. Membership in plaintiff The Tides Homeowners is open to all owners of property shown on the Map of Mitchell Dunes.

14. Plaintiff The Tides Homeowners acquired ownership of its portion of the Subject Property by virtue of a deed made and delivered on or about February 26, 1993 from Clause Dune Associates, which deed was recorded in the office of the Clerk of the County of Suffolk on April 11, 1993 in Liber 11624 at page 18.

15. Plaintiff Whalers Lane Homeowners Association, Inc. ("Whalers Lane") is a domestic not-for-profit corporation having its principal place of business c/o Marc Helie, 210 Lafayette Street, New York, New York 10012, and is the owner of a portion of the Subject Property.

16. Plaintiff Whalers Lane is the owner of a 500 foot, more or less, portion of the Subject Property.

17. Plaintiff Whalers Lane acquired ownership of its portion of the Subject Property by virtue of a deed made and delivered on or about April 18, 2008 from Daphne Kuzmier and Darcy Kuzmier, which deed was recorded in the office of the Clerk of the County of Suffolk on

July 10, 2008 in Liber 12557 at page 408 and a deed made and delivered on or about July 18, 2008 from Daphne Kuzmier and Darcy Kuzmier, which deed was recorded in the office of the Clerk of the County of Suffolk on August 13, 2008 in Liber 12561 at page 487.

18. Plaintiff The Ocean Estates Property Owners Association, Inc. ("The Ocean Estates") is a domestic not-for-profit corporation having its principal place of business at Shipwreck Drive, Amagansett, New York, and (a) is the owner of a portion of the Subject Property, and (b) is a property owners' association composed of owners of lots shown on the Map of Ocean Estates, a subdivision filed in the Suffolk County Clerk's office on August 12, 1981 as Map No. 7001.

19. Plaintiff The Ocean Estates is the owner of a 600 foot, more or less, portion of the Subject Property located at the easterly end thereof.

20. Membership in plaintiff The Ocean Estates is open to all owners of property shown on the Map of Ocean Estates.

21. Plaintiff The Ocean Estates acquired ownership of its portion of the Subject Property by virtue of a deed made and delivered on or about August 28, 2006 from KGWL, Inc., which deed was recorded in the office of the Clerk of the County of Suffolk on April 2, 2007 in Liber 12498 at page 927.

22. Plaintiff Robert Higgins is a resident of the State of Florida and is an owner, along with his wife, Judith Higgins, of an easement over the Subject Property (and other property) to the Atlantic Ocean and is also an owner of property identified on the Suffolk County Tax Map as 0300-0179.00-01.00-013.000 located north of the Subject Property.

23. Plaintiff Robert Higgins acquired his ownership interest in the easement over the Subject Property by virtue of a deed made and delivered on or about May 18, 1994 from Elio Quarta and Estelle Quarta, which deed was recorded in the office of the Clerk of the County of Suffolk on May 27, 1994 in Liber 11678 at page 649.

24. Plaintiff Marc Helie is a resident of the County of Suffolk, State of New York and owns and occupies a residence on a parcel of property identified on the Suffolk County Tax Map as 0300-152.00-02.00-019.002, which is adjacent to and north of the Subject Property.

25. Plaintiff Robert Cristofaro is a resident of the State of Connecticut, and is an owner and occupant of a residence on Lot 14 on the Map of Dunes at Napeague identified on the Suffolk County Tax Map as 0300-179.00-02.00-003.000.

26. Plaintiff Robert Cooperman is a resident of the County of Suffolk and State of New York, and is an owner and occupant of a residence on Lot 5 on the Map of Mitchell Dunes identified on the Suffolk County Tax Map as 0300-152.00-02.00-026.005.

27. Upon information and belief, defendant Trustees of the Freeholders and Commonalty of the Town of East Hampton (the "Trustees"), is now and at all times relevant to this action has been a governmental body existing pursuant to colonial patent and state legislation claiming ownership rights over certain ocean beaches within the Town of East Hampton, including the Subject Property, and the right to regulate the uses of beaches and waters within the Town of East Hampton, including the Subject Property. The Trustees are located in the County of Suffolk, State of New York with offices at 267 Bluff Road, P.O. Box 7073, Amagansett, New York 11930.

28. Upon information and belief, defendant Town of East Hampton (the "Town"), is now and at all times relevant to this action was a municipal corporation of the State of New York, located in the County of Suffolk, State of New York, with offices at 159 Pantigo Road, East Hampton, New York 11937.

29. The following persons are named as Additional Defendants because it appears from the public records that they may have ownership interests in the Subject Property:

(a) Jay H. Baker and Patty C. Baker are joined as Additional Defendants because it appears from the public records that they own a portion of the Subject Property by virtue of a deed made and delivered on or about August 28, 2000 from Sharyn Lawall Dratel, which deed was recorded in the office of the Clerk of the County of Suffolk on September 8, 2009 in Liber 12069 at page 216.

(b) David Stuart Tyson is joined as an Additional Defendant because it appears from the public records that he owns a portion of the Subject Property by virtue of a deed made and delivered on or about August 25, 1967 from William M. Hayden, which deed was recorded in the office of the Clerk of the County of Suffolk on August 28, 1967 in Liber 6210 at page 236.

(c) Stephanie Bitterman is joined as an Additional Defendant because it appears from the public records that she owns a portion of the Subject Property by virtue of a deed made and delivered on or about February 1, 2000 from Darcy Kuzmier, which deed was recorded in the office of the Clerk of the County of Suffolk on February 9, 2001 in Liber 12101 at page 979.

(d) June Merton is joined as an Additional Defendant because it appears from the public records that she owns a portion of the Subject Property by virtue of a deed made and delivered on or about February 1, 1996 from Beatrice Dain, which deed was recorded in the office of the Clerk of the County of Suffolk on February 7, 1996 in Liber 11761 at page 505.

(e) Napeague Associates is joined as an Additional Defendant because it appears from the public records that it owns a portion of the Subject Property by virtue of a deed made and delivered on or about December 22, 1986 from Shad Row Associates, which deed was recorded in the office of the Clerk of the County of Suffolk on January 2, 1987 in Liber 10208 at page 171.

(f) David Ross and Grace Ross are joined as Additional Defendants because, upon information and belief, they are the successors in interest to Grace L. Wilson and Grace Wilson Realty Corp. who appear as the last owners of record of a portion of the Subject Property by virtue of a deed to Grace L. Wilson recorded in the office of the Clerk of the County of Suffolk in Liber 2602 at page 415, and a deed to Grace Wilson Realty Corp. recorded in the office of the Clerk of the County of Suffolk in Liber 7262 at page 400.

30. Irving C. Marcus and Harriet Marcus are made Additional Defendants because, upon information and belief, they own Lot No. 19 on the Map of Dunes at Napeague identified on the Suffolk County Tax Map as 0300-179.00-02.00-008.000 over which the Trustees claim the right to access the Subject Property.

31. Upon information and belief, the Trustees and the Town claim that the Trustees own the Subject Property and that they, acting together, have the right to direct and control the use of the Subject Property.

32. The Subject Property is located within a residential and resort community in the Town of East Hampton. The population of the Town, and the concomitant use of the Town beaches and the Subject Property, increases significantly during the months of May through September.

33. There are approximately twenty-eight (28) miles of ocean beachfront within the legal boundaries of the Town of East Hampton. The Town of East Hampton's beachfront is bounded on the west by the boundary between the Towns of Southampton and East Hampton, and on the east by Montauk State Park.

34. Directly east of the Subject Property is the Napeague State Park which contains approximate 12,000 linear feet of ocean beach frontage.

35. The Subject Property was included in a deed dated March 15, 1882, from the Trustees to Arthur W. Benson (the "Benson deed"), recorded in the office of the Clerk of the County of Suffolk on October 25, 1882 in Liber 268 at page 478.

36. The parcel described in the Benson deed consisted of one thousand acres, more or less, of which the Subject Property was a part.

37. Pursuant to the Benson deed, the Trustees conveyed full fee title to the property described therein – including the Subject Property – subject to certain limited exceptions and reservations, one of which was a reservation "to the inhabitants of the Town of East Hampton [of] the right to land fish boats and nets [sic] to spread the nets [sic] in the adjacent sands and

care for the fish and material as has been customary heretofore on the South Shore of the town lying Westerly of these conveyed premises.”

38. Upon information and belief, the “customary” activities referred to in the Benson deed were limited to commercial net fishing, occurring rarely, and conducted by a limited number of persons, and which took place during the winter fishing season exclusively.

39. Upon information and belief, and based on historical record, at the time of the grant of the Benson deed and for at least 100 years prior thereto, the Trustees had Committees of Privileges and or Beaches and regularly and exclusively leased, for money, sections of the ocean beaches then owned by the Trustees. Any public use of the ocean beaches was subservient to this right on the part of the Trustees to lease portions thereof for the exclusive use of tenants. The Benson deed granted no new public rights, and the right to cancel any public use was transferred with the fee interest.

40. The Town has enacted various code provisions regulating the operation and parking of motor vehicles on the ocean beaches comprising the Subject Property.

41. Specifically, Chapter 91 of the East Hampton Town Code sets forth regulations relating to the use of beaches in the Town and sets out, in Section 91-2, that the “Trustees and the Town Board each have ownership of and authority over certain beach areas within the boundaries of the Town of East Hampton” and that the provisions of the East Hampton Town Code “shall apply to . . . the ocean beaches from the westerly boundary of the Town of East Hampton to Montauk State Park.”

42. Section 91-3 of the East Hampton Town Code defines “Trustee Beaches” as those “[b]eaches owned and managed by the Trustees of the Freeholders and Commonalty of the Town

of East Hampton” including the “ocean beaches from the westerly boundary of the Town of East Hampton to the westerly boundary of Hither Hills State Park.”

43. The Subject Property is located between the “westerly boundary of the Town of East Hampton [and] the westerly boundary of Hither Hills State Park” and is property the Trustees claims to “own[] and manage[].”

44. Pursuant to Section 91-5(A)(4) of the East Hampton Town Code, the East Hampton Town Clerk is authorized to issue “beach vehicle permits” to residents of the Town of East Hampton free of charge and to nonresidents for \$275.00.

45. Pursuant to East Hampton Town Code Section 91-5(B)(2)(a) through (e), permit holders are prohibited from operating or parking a vehicle from the Thursday before Memorial Day to September 15 of each year between the hours of 10:00 a.m. and 6:00 p.m. on the majority of ocean beaches in the Town.

46. Beach driving is not prohibited on the Subject Property pursuant to the East Hampton Code Section 91-5(B)(2)(a) through (e).

47. A publication of the Trustees, the Town Board, and the Town’s Natural Resources Department also sets forth the “Beach Driving Ordinances” of the Town.

48. According to the publication, “Driving a vehicle on the beach is a privilege granted by the East Hampton Town Board and the East Hampton Town Trustees.” (Emphasis in original)

49. The publication specifies areas where beach driving is restricted or prohibited altogether.

50. The Subject Property is not subject to any restrictions on beach driving, according

to this publication.

51. Excepting the White Sands area – which is located east of Napeague State Park – the Subject Property is the only ocean beach area under the purported control of the defendants where beach driving is permitted during “summer season” daytime hours

52. The Trustees and the Town purport to grant, to any member of the public, rights to use the Subject Property, including, for those who obtain from the Town “beach vehicle permits,” the right to congregate and park and drive vehicles thereon.

53. The Trustees and the Town direct the public to use the Subject Property as a beach and as a place to park and drive vehicles during the summer season.

54. As a result, permit holders wishing to drive and park on the beach during the summer months congregate on the Subject Property.

55. Motor vehicles and their occupants often travel across, park and use the beach on the Subject Property and regularly use the portion of the beach which is owned by plaintiffs and the Additional Defendants.

56. Throughout the summer season, the Subject Property is a popular destination for beachgoers, often resulting in more than 200 vehicles being parked on the beach within the Subject Property at any one time.

57. Beachgoers access the Subject Property with their vehicles through an alleged natural gap in the dune across property owned by plaintiff Dunes at Napeague and, upon information and belief, Additional Defendants Irving C. Marcus and Harriet Marcus (the “access point”).

58. The access point is located at the eastern end of the street in Amagansett known as

Marine Boulevard.

59. Upon information and belief, the access point is the main access to the Subject Property.

60. On a sunny summer weekend there are 600 or more ingresses and egresses at the access point.

61. The right to use the access point was purportedly granted to the Trustees by the predecessor in title to plaintiff Dunes at Napeague in an instrument entitled "Dune Associates Declaration of Covenants and Restrictions," which instrument is dated June 26, 1981 and was filed in the office of the Suffolk County Clerk on or about June 30, 1981 in Liber 9026 at page 401 and, upon information and belief, an instrument dated in or about 1996 between Additional Defendants Irving C. Marcus and Harriet Marcus, on the one hand, and the Trustees, on the other hand.

62. Pursuant to the instrument entitled "Dune Associates Declaration of Covenants and Restrictions" the access point was located at an existing gap in the dunes and was to be used in the same manner that the gap was then utilized.

63. Upon information and belief, the width of the gap was less than ten (10) feet.

64. Upon information and belief, at or about the same time that Additional Defendants Irving C. Marcus and Harriet Marcus executed the instrument with the Trustees, they executed a Grant of Scenic Easement to the Town which involved a portion of their property.

65. Among other things, the "Dune Associates Declaration of Covenants and Restrictions" limited the use of the access point to the use in existence in 1981 and prohibited lot owners, like Additional Defendants Irving C. Marcus and Harriet Marcus, from using lots on the

map of Dunes at Napeague for access to adjoining property.

66. The use of the access point in or about 1996 was substantially greater and of a different type than the use as of 1981.

67. The current use of the access point is substantially greater and of a different type than the use as of 1981.

68. Upon information and belief, the use of the access point as of 1981 was by net fishermen, and not by the public using vehicles to reach the beach for recreational purposes, as it is today.

69. Upon information and belief, the instrument between Additional Defendants Irving C. Marcus and Harriet Marcus and the Trustees described, in detail, the portion of the access point which traverses the property owned by the Marcuses.

70. Upon information and belief, the instrument between Additional Defendants Irving C. Marcus and Harriet Marcus and the Trustees and the Grant of Scenic Easement by Irving C. Marcus and Harriet Marcus to the Town imposed obligations on the Trustees and the Town to, among other things, keep the access point free from debris and prohibit parking or standing on Marine Boulevard, a public street, and acknowledged the right of Irving C. Marcus and Harriet Marcus to install pilings and fences along the borders of the access point which traverse their property.

71. Portions of the Subject Property are, from time to time, roped off as nesting areas for the endangered piping plover. At such times as these nesting areas are roped off, the vehicles on the Subject Property are compressed into even greater density.

72. In addition to driving and parking their vehicles on the Subject Property,

beachgoers erect tents, cook and consume food, imbibe beverages, including, upon information and belief, alcoholic beverages, picnic, bathe in the ocean waters without any lifeguards, sunbathe, play games on the beach, recreate, defecate and urinate on the beach and dunes, and drive their vehicles back and forth in the midst of all this activity.

73. These beachgoers bring their dogs which, similar to vehicles, are restricted on other beaches, and these animals often run free, urinate and defecate, and some have menaced people who are lawfully using the Subject Property, thus causing a nuisance and health problem.

74. These beachgoers often leave their trash, including bottles and broken glass.

75. The vehicles of the beachgoers at the Subject Property often get stuck in the sand requiring towing.

76. These vehicles often speed on the Subject Property placing plaintiffs, plaintiffs' members and others lawfully using the Subject Property in danger.

77. These vehicles often drive and park on the beach grass in environmentally sensitive locations within and adjacent to the Subject Property thereby, upon information and belief, destabilizing the sand dunes which provide protection against upland flooding to plaintiffs' properties and plaintiffs' members properties.

78. Upon information and belief, the increase in use of the access point has created an increased risk of flooding to upland property, including property owned by plaintiffs and plaintiffs' members.

79. The beachgoers at the Subject Property frequently make bonfires and set off fireworks resulting in the risk of and actual beach grass fires which endanger the upland property and houses, including property owned by plaintiffs and plaintiffs' members. Upon information

and belief, the beachgoers often throw beer and beverage bottles into the bonfires which explode and cause broken glass to disperse.

80. The large number of motor vehicles parking and driving on the Subject Property results in loud noise from car and truck motors and from the occupants of such vehicles. The influx of vehicles and people also results in trash and debris being left on the beach by vehicle owners, their guests and animals, pollution of the water and air, and substantial and unreasonable interference with plaintiffs' quiet enjoyment of their homes and beaches. Vehicles parked on the beach prevent reasonable use being made by others of that portion of the beach.

81. The Town, through its Zoning Code, has recently enacted changes to the code in the form of snow fence regulations, which seek to prevent the plaintiffs from protecting their own properties.

82. Defendants, through their Town Code provisions and published "Beach Driving Ordinances," have created a de facto parking lot and bathing beach on the Subject Property.

83. Upon information and belief, defendants actually own or have rights to considerable beachfront real property elsewhere on the ocean, but do not allow vehicles thereon. Upon information and belief, the Town claims ownership of the ocean beaches in the hamlet of Montauk, but does not allow vehicles thereon.

84. In effect defendants, the Trustees and the Town, are claiming and asserting the right to allow activities on the Subject Property that they have restricted or forbidden on beaches they actually do own or have rights to.

85. Upon information and belief, allowing permit holders to drive on the Subject Property results in violations of the coastal zone erosion standards and violates other

environmental laws and regulations.

86. The Benson Deed did not contain any grant or reservation that would allow the Trustees or the Town to authorize the public to use the Subject Property for driving and/or parking or any of the activities described above.

87. Upon information and belief, the Trustees and the Town have determined to encumber the privately-owned Subject Property with the uses described above without legal basis or justification.

**AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF OF PLAINTIFFS,
THE SEAVIEW AT AMAGANSETT, LTD.,
DUNES AT NAPEAGUE PROPERTY OWNERS ASSOCIATION, INC.,
THE TIDES HOMEOWNERS ASSOCIATION, INC.,
WHALERS LANE HOMEOWNERS ASSOCIATION, INC.,
THE OCEAN ESTATES PROPERTY OWNERS ASSOCIATION, INC. AND
ROBERT HIGGINS AGAINST DEFENDANTS TRUSTEES AND
TOWN AND ADDITIONAL DEFENDANTS, JAY H. BAKER, PATTY C. BAKER,
DAVID STUART TYSON, STEPHANIE BITTERMAN, JUNE MERTON,
NAPEAGUE ASSOCIATES, DAVID ROSS AND GRACE ROSS**

88. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87 as if fully set forth herein.

89. This cause of action is brought pursuant to Article 15 of the RPAPL.

90. The plaintiffs mentioned below are the owners in fee of portions of the Subject Property as set forth above by virtue of the following deeds of record:

(a) as to plaintiff Seaview at Amagansett, deed dated April 23, 1973 from Great South Beach Improvement Company recorded May 16, 1973 in Liber 7399 at page 50, and deed dated January 22, 2007 from Great South Beach Improvement Company recorded March 27, 2007 in Liber 12498 at page 53;

(b) as to plaintiff Dunes at Napeague, deed dated March 16, 2006 from Sand Castle Realty, Inc., recorded March 27, 2007 in Liber 12498 at page 54, and deed dated March 16, 2006 from Dune Associates recorded March 27, 2007 in Liber 12498 at page 55;

(c) as to plaintiff The Tides Homeowners, deed dated February 26, 1993 from Clause Dune Associates, recorded April 11, 1993 in Liber 11624 at page 18;

(d) as to plaintiff Whalers Lane, deed dated April 18, 2008 from Daphne Kuzmier and Darcy Kuzmier, recorded July 10, 2008 in Liber 12557 at page 408, and deed dated July 18, 2008 from Daphne Kuzmier and Darcy Kuzmier, recorded August 13, 2008 in Liber 12561 at page 487; and

(e) as to plaintiff The Ocean Estates, deed dated August 28, 2008 from KGWL, Inc., recorded April 2, 2007 in Liber 12498 at page 927;

91. Plaintiff Robert Higgins is an owner of an easement over a portion of the Subject Property by virtue of a deed dated May 18, 1994 from Elio Quarta and Estelle Quarta recorded May 27, 1994 in Liber 11678 at page 649.

92. Upon information and belief, the only other persons who own portions of the Subject Property in fee are the Additional Defendants, with the exception of Irving C. Marcus and Harriet Marcus.

93. Plaintiffs asserting this cause of action are successors in interest to Arthur W. Benson who acquired the Subject Property and additional land from the Trustees by virtue of the Benson deed.

94. The Trustees and the Town claim, or may claim, or it appears by public records that they may claim, ownership or some other estate or interest in the Subject Property adverse to that of plaintiffs asserting this cause of action.

95. Plaintiffs asserting this cause of action allege that all claims the Trustees and the Town may make to the Subject Property are unjust, invalid, and of no force and effect, and that said plaintiffs and the Additional Defendants are seized of and possess the Subject Property in fee, and free of any and every claim of encumbrance.

96. Upon information and belief, all defendants are known and none are infants, mentally retarded, mentally ill, or alcohol or drug abusers.

97. Upon information and belief, any judgment granted herein will not affect any person or persons not in being or ascertained at the commencement of this action, who, by any contingency contained in a devise or grant or otherwise, could afterward become entitled to a beneficial estate or interest in the Subject Property, and every person in being who would have been entitled to such estate or interest, if such event had happened immediately before the commencement of the action, is named as a party hereto.

98. No personal claim is made against defendants, except such defendant as may defend this action.

99. Upon information and belief, the interests, if any, of the Additional Defendants in the Subject Property are not adverse to plaintiffs asserting this cause of action.

**AS AND FOR A SECOND CAUSE OF ACTION ON BEHALF OF PLAINTIFFS,
THE SEAVIEW AT AMAGANSETT, LTD.,
DUNES AT NAPEAGUE PROPERTY OWNERS ASSOCIATION, INC.,
THE TIDES HOMEOWNERS ASSOCIATION, INC.,
WHALERS LANE HOMEOWNERS ASSOCIATION, INC.,
THE OCEAN ESTATES PROPERTY OWNERS ASSOCIATION, INC. AND**

**ROBERT HIGGINS AGAINST DEFENDANTS TRUSTEES AND
TOWN AND ADDITIONAL DEFENDANTS, JAY H. BAKER, PATTY C. BAKER,
DAVID STUART TYSON, STEPHANIE BITTERMAN, JUNE MERTON,
NAPEAGUE ASSOCIATES, DAVID ROSS AND GRACE ROSS**

100. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87, and 89 through 99 as if fully set forth herein.

101. This cause of action is brought pursuant to Article 15 of the RPAPL.

102. Upon information and belief, the Trustees and the Town are encouraging and permitting a use of the Subject Property allegedly relying on the reservation to the "inhabitants of the Town" set forth in the Benson Deed to "land fish boats and netts [sic] to spread the netts [sic] in the adjacent sands and care for the fish and material as has been customary heretofore on the South Shore of the town lying Westerly of these conveyed premises."

103. The reservation by the Trustees in the Benson Deed does not inure to the benefit of the current inhabitants of the Town.

104. The reservation was terminated and is terminable by the owner of the fee.

105. Even if the court determines that the reservation in the Benson Deed has not terminated, the Trustees and the Town have no right or authority to issue permits to drive and park motor vehicles or grant to anyone permission to use the Subject Property in the manner described in this complaint.

106. If the court determines that the reservation in the Benson deed has not terminated and is not terminable, the use of the Subject Property by the Trustees and the Town and their permittees should be limited to the use described in said reservation.

107. Upon information and belief, the Trustees and the Town claim that the reservation

in the Benson deed is effective and permits the use of the Subject Property described above.

108. Plaintiffs asserting this cause of action allege that all claims that the Trustees and the Town may make with respect to rights emanating from the reservation in the Benson deed are unjust, invalid, and of no force and effect.

109. Alternatively, should the court determine that the reservation in the Benson deed has not terminated and is not terminable, plaintiffs asserting this cause of action claim that the use of the Subject Property, as permitted and encouraged by the Trustees and the Town, was not and is not contemplated by said reservation.

**AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF OF PLAINTIFFS,
THE SEAVIEW AT AMAGANSETT, LTD.,
DUNES AT NAPEAGUE PROPERTY OWNERS ASSOCIATION, INC.,
THE TIDES HOMEOWNERS ASSOCIATION, INC.,
WHALERS LANE HOMEOWNERS ASSOCIATION, INC. AND
THE OCEAN ESTATES PROPERTY OWNERS ASSOCIATION, INC.
AGAINST DEFENDANTS TRUSTEES AND TOWN**

110. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87, 89 through 99 and 101 through 109 as if fully set forth herein.

111. Plaintiffs asserting this cause of action are entitled to possession of those portions of the Subject Property owned by them.

112. Without the consent or authority of the plaintiffs asserting this cause of action, defendants have caused or permitted, and are continuing to cause or permit, individuals, with and without vehicles, to enter on the land of said plaintiffs in the manner set forth above.

113. Plaintiffs asserting this cause of action have no adequate remedy at law.

**AS AND FOR A FOURTH CAUSE OF ACTION ON BEHALF OF PLAINTIFFS,
DUNES AT NAPEAGUE PROPERTY OWNERS ASSOCIATION, INC. AND
ROBERT CRISTOFARO AGAINST DEFENDANTS TRUSTEES AND TOWN AND
ADDITIONAL DEFENDANTS, IRVING C. MARCUS AND HARRIET MARCUS**

114. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87, 89 through 99, 101 through 109 and 111 through 113 as if fully set forth herein.

115. This cause of action is brought pursuant to Article 15 of the RPAPL.

116. Upon information and belief, the Trustees and the Town claim the right to access the Subject Property over the access point and to permit access to the Subject Property by the public over the access point.

117. Plaintiffs, Dunes at Napeague and Robert Cristofaro allege that all claims that the Trustees and the Town may make with respect to the purported right to use the access point are unjust, invalid, and of no force and effect.

118. Alternatively, should the court determine that the Trustees and the Town have the right to use the access point, plaintiffs, Dunes at Napeague and Robert Cristofaro claim that the use of the access point, as permitted and encouraged by the Trustees and the Town, was not and is not contemplated by the instrument entitled "Dune Associates Declaration of Covenants and Restrictions" and the instrument between Irving Marcus and Harriet Marcus and the Trustees.

**AS AND FOR A FIFTH CAUSE OF ACTION ON BEHALF OF PLAINTIFFS,
DUNES AT NAPEAGUE PROPERTY OWNERS ASSOCIATION, INC. AND
ROBERT CRISTOFARO AGAINST DEFENDANTS TRUSTEES AND TOWN AND
ADDITIONAL DEFENDANTS, IRVING C. MARCUS AND HARRIET MARCUS**

119. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87, 89 through 99, 101 through 109, 111 through 113 and 115 through 118 as if fully set forth herein.

120. The instrument between Additional Defendants Irving C. Marcus and Harriet

Marcus and the Trustees and the Grant of Scenic Easement by Additional Defendants Irving C. Marcus and Harriet Marcus to the Town benefit and burden plaintiff, Dunes at Napeague Property Owners Association, Inc. and plaintiff, Robert Cristofaro, an owner of one of the lots on the Map of Dunes at Napeague.

121. The Trustees and the Town have violated and are continuing to violate the instrument between Additional Defendants Irving C. Marcus and Harriet Marcus and the Trustees and the Grant of Scenic Easement by Additional Defendants Irving C. Marcus and Harriet Marcus to the Town.

122. Plaintiffs, Dunes at Napeague and Robert Cristofaro have no adequate remedy at law.

**AS AND FOR A SIXTH CAUSE OF ACTION ON BEHALF OF PLAINTIFFS,
DUNES AT NAPEAGUE PROPERTY OWNERS ASSOCIATION, INC. AND
ROBERT CRISTOFARO AGAINST DEFENDANTS TRUSTEES AND TOWN AND
ADDITIONAL DEFENDANTS, IRVING C. MARCUS AND HARRIET MARCUS**

123. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87, 89 through 99, 101 through 109, 111 through 113, 115 through 118 and 120 through 122 as if fully set forth herein.

124. Upon information and belief, the width of the access point is less than ten (10) feet.

125. Upon information and belief, defendants are utilizing a pathway over property owned by plaintiff Dunes at Napeague and Additional Defendants Irving C. Marcus and Harriet Marcus that is greater than ten (10) feet in width.

126. Upon information and belief, the pathway utilized by defendants is not located

within the access point described in the instrument between Additional Defendants Irving C. Marcus and Harriet Marcus and the Trustees.

127. Plaintiff, Dunes at Napeague and Robert Cristofaro have no adequate remedy at law.

**AS AND FOR A SEVENTH CAUSE OF ACTION ON BEHALF OF PLAINTIFFS
THE SEAVIEW AT AMAGANSETT, LTD.,
DUNES AT NAPEAGUE PROPERTY OWNERS ASSOCIATION, INC.,
THE TIDES HOMEOWNERS ASSOCIATION, INC.,
WHALERS LANE HOMEOWNERS ASSOCIATION, INC.,
THE OCEAN ESTATES PROPERTY OWNERS ASSOCIATION, INC. AND
ROBERT HIGGINS AND ROBERT CRISTOFARO
AGAINST DEFENDANTS TRUSTEES AND TOWN**

128. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87, 89 through 99, 101 through 109, 111 through 113, 115 through 118 and 124 through 127 as if fully set forth herein.

129. Plaintiffs asserting this cause of action have no adequate remedy at law.

**AS AND FOR AN EIGHTH CAUSE OF ACTION ON BEHALF OF ALL PLAINTIFFS
AGAINST DEFENDANTS TRUSTEES AND TOWN**

130. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87, 89 through 99, 101 through 109, 111 through 113, 115 through 118, 120 through 122 and 124 through 127 as if fully set forth herein.

131. Upon information and belief, plaintiffs, whose properties are part of and adjacent to the Subject Property, and in the immediate vicinity of the Subject Property and the members of those plaintiffs which are property owners' associations, are negatively impacted by permit holders driving and parking on the beach, and using the beach in the manner described above.

132. The use of the Subject Property permitted by the Trustees and the Town is

unreasonable in character.

133. The negative impacts on plaintiffs referred to in the preceding paragraphs are impacts on plaintiffs alone, and not on other residents, inhabitants and property owners in the Town of East Hampton.

134. The Trustees and the Town have created a nuisance which interferes with and adversely impacts plaintiffs' right to the quiet enjoyment of their homes and the beach adjacent thereto.

**AS AND FOR A NINTH CAUSE OF ACTION ON BEHALF OF ALL PLAINTIFFS
AGAINST DEFENDANTS TRUSTEES AND TOWN**

135. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87, 89 through 99, 101 through 109, 111 through 113, 115 through 118, 120 through 122, 124 through 127 and 131 through 134 as if fully set forth herein.

136. Because the ocean beach at the Subject Property is used by numerous persons – who hold permits from the Trustees and the Town – and there are no lifeguards, there is a risk of injury and death to the public.

137. Because the ocean beach at the Subject Property is used by numerous persons – who hold permits from the Trustees and the Town – and who drive motor vehicles among the bathers, there is a risk of injury and death to the public.

138. Because, upon information and belief, neither the Trustees nor the Town test the waters off the beach at the Subject Property for contamination, there is a risk of disease to the public.

139. Because there are no toilet facilities at the beach at the Subject Property, public

health standards are violated and there is a risk of disease to the public.

140. Because there are no trash facilities at the beach at the Subject Property, public health standards are violated and there is a risk of disease to the public.

141. The Trustees and the Town have created a public nuisance which interferes with plaintiffs' and other members of the public's quiet enjoyment of the Subject Property and creates a danger to beachgoers.

**AS AND FOR A TENTH CAUSE OF ACTION ON BEHALF OF ALL PLAINTIFFS
AGAINST DEFENDANTS TRUSTEES AND TOWN**

142. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87, 89 through 99, 101 through 109, 111 through 113, 115 through 118, 120 through 122, 124 through 127, 131 through 134 and 136 through 141 as if fully set forth herein.

143. The provisions set out in Chapter 91, Article I of the East Hampton Code, enacted and enforced by the Trustees and the Town, deny plaintiffs the equal protection of the laws, improperly discriminate against plaintiffs and in favor of beach-front owners in other areas of the Town of East Hampton and in favor of vehicular beach users; and bear no rational relationship to any legitimate interest of the Trustees and the Town, all in violation of the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and Article 1, Section 11 of the New York State Constitution.

144. Upon information and belief, the actions of the Trustees and the Town complained of in this case were taken intentionally.

145. Upon information and belief, the actions of the Trustees and the Town

complained of in this complaint were and are arbitrarily discriminatory.

146. Plaintiffs have no adequate remedy at law.

**AS AND FOR AN ELEVENTH CAUSE OF ACTION ON BEHALF OF ALL
PLAINTIFFS
AGAINST DEFENDANTS TRUSTEES AND TOWN**

147. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 87, 89 through 99, 101 through 109, 111 through 113, 115 through 118, 120 through 122, 124 through 127, 131 through 134, 136 through 141 and 143 through 146 as if fully set forth herein.

148. The Trustees and the Town acted in a willful manner in enacting Chapter 91, Article I of the East Hampton Town Code and in issuing permits under those provisions allowing driving and parking on the Subject Property as detailed herein.

149. The Trustees and the Town were acting under color of law when they enacted Chapter 91, Article I of the East Hampton Town Code and when they issued permits under those provisions, and violated plaintiffs' rights under the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution in violation of 42 U.S.C. Sections 1983 and 1988.

150. Plaintiffs have no adequate remedy at law.

**AS AND FOR A TWELFTH CAUSE OF ACTION
ON BEHALF OF ALL PLAINTIFFS AGAINST DEFENDANT TRUSTEES**

151. Plaintiffs repeat each and every allegation contained in paragraphs of this complaint numbered 1 through 150 as if fully set forth herein.

152. The Trustees have breached their fiduciary duty to plaintiffs.

153. Plaintiffs have no adequate remedy at law.

WHEREFORE, plaintiffs demand judgment as follows:

1. on the first cause of action on behalf of plaintiffs, The Seaview at Amagansett, Ltd., Dunes at Napeague Property Owners Association, Inc., The Tides Homeowners Association, Inc., Whalers Lane Homeowners Association, Inc., The Ocean Estates Property Owners Association, Inc. and Robert Higgins:

(a) that it be adjudged and finally determined that the Trustees and the Town and all persons claiming under or through them or under or through either of them be forever barred from all claims to an estate or interest in the Subject Property;

(b) that it be adjudged and finally determined that plaintiffs, The Seaview at Amagansett, Ltd., Dunes at Napeague Property Owners Association, Inc., The Tides Homeowners Association, Inc., Whalers Lane Homeowners Association, Inc., The Ocean Estates Property Owners Association, Inc. and the Additional Defendants (except Irving Marcus and Harriet Marcus) are the lawful owners and are vested with an absolute and unencumbered title in fee to the Subject Property subject to the easement for the benefit of Robert Higgins and Judith Higgins; and

(c) that the sole and complete possession of the Subject Property be awarded to plaintiffs, The Seaview at Amagansett, Ltd., Dunes at Napeague Property Owners Association, Inc., The Tides Homeowners Association, Inc., Whalers Lane Homeowners Association, Inc., The Ocean Estates Property Owners Association, Inc., and the Additional Defendants (except Irving Marcus and Harriet Marcus), subject to the easement for the benefit of Robert Higgins and Judith Higgins, and that said plaintiffs and Additional Defendants remain in possession of the Subject Property;

2. on the second cause of action on behalf of plaintiffs, The Seaview at Amagansett, Ltd., Dunes at Napeague Property Owners Association, Inc., The Tides Homeowners Association, Inc., Whalers Lane Homeowners Association, Inc., The Ocean Estates Property Owners Association, Inc. and Robert Higgins:

(a) that it be adjudged and finally determined that the Trustees and the Town and all persons claiming under them or under either of them be forever barred from all claims to an estate or interest in the Subject Property;

(b) that it be adjudged and finally determined that plaintiffs, The Seaview at Amagansett, Ltd., Dunes at Napeague Property Owners Association, Inc., The Tides Homeowners Association, Inc., Whalers Lane Homeowners Association, Inc., The Ocean Estates Property Owners Association, Inc. and Additional Defendants (except Irving Marcus and Harriet Marcus) are the lawful owners and are vested with an absolute and unencumbered title in fee to the Subject Property subject to the easement for the benefit of Robert Higgins and Judith Higgins;

(c) that the sole and complete possession of the Subject Property be awarded to plaintiffs, The Seaview at Amagansett, Ltd., Dunes at Napeague Property Owners Association, Inc., The Tides Homeowners Association, Inc., Whalers Lane Homeowners Association, Inc., The Ocean Estates Property Owners Association, Inc. and the Additional Defendants (except Irving Marcus and Harriet Marcus), subject to the easement for the benefit of Robert Higgins and Judith Higgins, and that said plaintiffs and Additional Defendants remain in possession of the Subject Property; and

(d) alternatively, that it be adjudged and finally determined that the

reservation to the "inhabitants of the Town" in the Benson deed does not give the Trustees and the Town the right or authority to issue permits to drive and park motor vehicles or allow the use of the Subject Property in the manner described in the complaint, and that the court determine the use that was customary at the time of the reservation.

3. on the third cause of action on behalf of plaintiffs, The Seaview at Amagansett, Ltd., Dunes at Napeague Property Owners Association, Inc., The Tides Homeowners Association, Inc., Whalers Lane Homeowners Association, Inc. and The Ocean Estates Property Owners Association, Inc., a permanent injunction against the Trustees and the Town enjoining and restraining them and any persons acting under them or pursuant to their authority from entering onto or interfering with said plaintiffs' property;

4. on the fourth cause of action on behalf of plaintiffs, Dunes at Napeague Property Owners Association, Inc. and Robert Cristofaro:

(a) that it be adjudged and finally determined that the Trustees and the Town and all persons claiming under them or under either of them be forever barred from all claims to a right to use the access point as described above;

(b) alternatively, that it be adjudged and finally determined that the Trustees and Town do not have the right or authority to permit persons to use the access point for vehicular access to the Subject Property in the manner described above, and that the court determine the permissible extent of use;

5. on the fifth cause of action on behalf of plaintiffs, Dunes at Napeague Property Owners Association, Inc. and Robert Cristofaro:

(a) that the court determine the rights and obligations of the parties to the fourth cause of action in the complaint with respect to the access point and the instrument and grant of scenic easement referred to therein; and

(b) a permanent injunction against the Trustees and the Town from utilizing the access point in a manner inconsistent with the instruments referred to in this cause of action in the complaint;

6. on the sixth cause of action on behalf of plaintiffs, Dunes at Napeague Property Owners Association, Inc. and Robert Cristofaro:

(a) that the court determine the width of the access point described in this complaint to be less than ten (10) feet; and

(b) that the court determine the location of said access point; and

(c) a permanent injunction against the Trustees and the Town from utilizing the access point in a manner inconsistent with the determination of this court;

7. on the seventh cause of action on behalf of plaintiffs, The Seaview at Amagansett, Ltd., Dunes at Napeague Property Owners Association, Inc., The Tides Homeowners Association, Inc., Whalers Lane Homeowners Association, Inc., The Ocean Estates Property Owners Association, Inc., Robert Higgins and Robert Cristofaro:

(a) a permanent injunction against the Trustees and the Town, and any persons acting under them or pursuant to their authority, from utilizing the Subject Property; and

(b) judgment directing the Trustees and the Town to take such actions as may be necessary to prevent the current use;

8. on the eighth and ninth causes of action on behalf of all plaintiffs:
 - (a) a permanent injunction against the Trustees and the Town to abate the nuisances described in the complaint up to and including a permanent injunction enjoining and restraining the Trustees and the Town from issuing permits which allow the driving and parking of vehicles on the Subject Property; and
 - (b) a permanent injunction against the Trustees and the Town and any persons acting under them or pursuant to their authority, from utilizing the Subject Property as a bathing beach and from the driving and parking of vehicles thereon;
9. on the tenth and eleventh causes of action on behalf of all plaintiffs:
 - (a) a declaration that the code provisions contained in Chapter 91 Article I of the East Hampton Code and the actions of the Trustees and the Town violate the equal protection clause of the Fourteenth Amendment to the United States Constitution and Article I Section 11 of the New York State Constitution; and
 - (b) a permanent injunction against the Trustees and the Town enjoining and restraining them from issuing permits which allow the driving and parking of vehicles on the Subject Property; and
 - (c) a permanent injunction against the Trustees and the Town and any persons acting under them or pursuant to their authority, from utilizing the Subject Property as a bathing beach and from the driving and parking of vehicles thereon;
10. also on the eleventh cause of action on behalf of all plaintiffs, reasonable attorneys' fees as permitted by law;
11. on the twelfth cause of action on behalf of all plaintiffs:

(a) a permanent injunction against the Trustees to abate the nuisances described in the complaint up to and including a permanent injunction enjoining and restraining the Trustees and the Town from issuing permits which allow the driving and parking of vehicles on the Subject Property; and

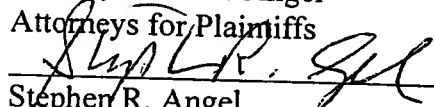
(b) a permanent injunction against the Trustees and any persons acting under them or pursuant to their authority, from utilizing the Subject Property as a bathing beach and from the driving and parking of vehicles on the Subject Property; and

(c) judgment directing the Trustees to amend its codes and regulations to conform to the determinations of the court; and

(d) judgment directing the Trustees to take such actions as may be necessary to prevent the current use;

12. such other and further relief as the court deems appropriate, together with the costs and disbursements of this action.

Dated: Riverhead, New York
August 27, 2009

Esseks, Hefter & Angel
Attorneys for Plaintiffs
By: 
Stephen R. Angel
108 East Main Street
P. O. Box 279
Riverhead, NY 11901
(631) 369-1700


STATE OF NEW YORK)

COUNTY OF New York ss.:

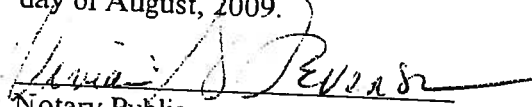
Kenneth R. Silverman, being duly sworn, deposes and says:

I am the President of Dunes at Napeague Property Owners Association, Inc., one of the plaintiffs in the within action.

I have read the foregoing Verified Complaint and know the contents thereof. It is true to my own knowledge, except as to those matters therein stated to be alleged upon information and belief, and, as to those matters, I believe them to be true.


Kenneth R. Silverman

Sworn to before me this 27th
day of August, 2009.


Notary Public

VIVIAN STEVENSON
Notary Public, State of New York
Qualified in Bronx County
Reg. #01ST6154885
My Commission Expires Oct. 23, 2010

ALL that certain plot, piece or parcel of land situate lying and being at Amagansett, Town of East Hampton, County of Suffolk, State of New York, being more particularly bounded and described as follows:

BEGINNING at a point located at the intersection of the Map Limit Line and the easterly line of the Map of Ocean Estates, which map was filed in the Suffolk County Clerk's office on August 12, 1981 as Map No. 7001.

RUNNING THENCE in a generally southeasterly division along an extension of said easterly line of the Map of Ocean Estates to the mean high water line of the Atlantic Ocean;

RUNNING THENCE in a generally westerly direction along the mean high water line of the Atlantic Ocean 4,000 feet more or less to a point located at the intersection of said mean high water line of the Atlantic Ocean and the easterly line of Napeague Lane; and

RUNNING THENCE in a generally northwesterly direction along said easterly line of Napeague Lane to a point located at the intersection of the easterly line of Napeague Lane and the southerly line of Lot 34 on the Map of Seaview at Amagansett filed November 3, 1967 as Map No. 4987 (SCTM No. 0300-178.00-01.00-007.000); and

RUNNING THENCE in a generally easterly direction along the southerly border of the following parcels shown on the Suffolk County Tax Map:

SCTM No. 0300-178.00-01.00-007.000
SCTM No. 0300-178.00-01.00-008.000
SCTM No. 0300-178.00-01.00-009.000
SCTM No. 0300-179.00-01.00-007.000
SCTM No. 0300-179.00-01.00-008.000
SCTM No. 0300-179.00-01.00-009.000
SCTM No. 0300-179.00-01.00-010.000
SCTM No. 0300-179.00-01.00-011.000
SCTM No. 0300-179.00-01.00-012.000
SCTM No. 0300-179.00-02.00-010.000
SCTM No. 0300-152.00-02.00-026.004
SCTM No. 0300-152.00-02.00-026.010
SCTM No. 0300-152.00-02.00-026.003
SCTM No. 0300-152.00-02.00-019.002
SCTM No. 0300-152.00-02.00-018.000
SCTM No. 0300-152.00-02.00-015.017
SCTM No. 0300-152.00-02.00-014.000
SCTM No. 0300-152.00-02.00-013.000
SCTM No. 0300-152.00-02.00-015.018
SCTM No. 0300-152.00-02.00-015.019
SCTM No. 0300-152.00-02.00-008.028

to the point or place of beginning.

EXHIBIT A