

Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Deed Number (RETT):
RERE 029111

Type of Instrument: Easement

Control No: 199807210535

STEEL-LOS III

GRUMMAN AEROSPACE CORP

Recorded: 7/21/1998
At: 10:31:33 AM
In Liber: 10934
Of: Deed Book
From Page: 0830
Through Page: 0860

Refers to Liber: 00000
Of:
Page: 0000

Location: Section: Block: Lot: Unit:
Town Hold's 00000046 00323-00 p00016A, 16C
17G, 17K, 223
22Y, 235

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$.00

Received The Following Fees For Above Instrument

		Exempt		Exempt
Recording \$	108.00	NO	State Fee \$	4.75 NO
St.Fee/Cty \$.25	NO	RETT Tax	

Fees Paid: \$ 113.00

Deed Number (RETT): RERE 029111

THIS PAGE IS A PART OF THE INSTRUMENT

LLS001

Karen V. Murphy
County Clerk, Nassau County



199807210535



DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration"), effective as of the 23rd day of December, 1996, (the "Effective Date") by and between **STEEL-LOS III**, a New York limited partnership, having its principal offices at 700 Hicksville Road, Bethpage, New York 11714 and **JOSEPH LOSTRITTO**, residing at 4 Pound Hollow Court, Old Brookville, New York 11545, as tenants-in-common (hereinafter collectively referred to as the "Grantor") and **GRUMMAN AEROSPACE CORPORATION**, a New York corporation having an office at Building No. 5, South Oyster Bay Road, Bethpage, New York 11714, or its legal successor by merger (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, contemporaneously with the execution and delivery of this Declaration, Grantee conveyed to Grantor the fee simple interest in, and Grantor is the fee owner of, those certain plots, pieces or parcels of land and the improvements located thereon, more particularly described in Exhibit "A", attached hereto (the "Grantor's Premises"), and as shown on the survey attached hereto as Exhibit "B"; and

WHEREAS, Grantee has retained ownership of the Utility Systems and Lines (as hereinafter defined) pursuant to that certain Deed between the parties hereto dated of even date herewith and recorded prior to this Declaration, and this Declaration sets forth additional rights and obligations of the parties regarding the Utility Systems and Lines and Non-Utility Systems and Lines (as hereinafter defined); and

WHEREAS, as of the Effective Date of this Declaration, Grantor has the right to use that portion of Old South Oyster Bay Road adjacent to the Grantor's Premises, known and designated as part of Lot 88, Block 323, Section 46 on the Land and Tax Map of Nassau County, more particularly described in Exhibit "C", attached hereto and hereinafter referred to as ("Old South Oyster Bay Road"); and

WHEREAS, Grantor and Grantee contemplate that Grantee shall convey fee title to Old South Oyster Bay Road to Grantor if and when Grantee obtains fee title thereto from the County of Nassau; and

WHEREAS, for purposes of this Declaration, any reference made herein to "Grantor's Premises" shall be deemed to include Old South Oyster Bay Road; and

WHEREAS, Grantee remains the owner in fee of the parcels more particularly described in Exhibit "D" hereto ("Grantee's Premises"); and

016
16
1K
23
etc
016A, 16C,
K, 17G,
23, 224,
235

WHEREAS, Grantor desires to grant to Grantee for the benefit of Grantee and the Grantee's Premises, and Grantee desires to reserve and to accept from Grantor for the benefit of Grantee and the Grantee's Premises a perpetual easement in, under, on, upon, through, across and along the Grantor's Premises as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual agreements made herein between Grantee and Grantor, and in further consideration of Ten (\$10.00) dollars and other good and valuable consideration paid by the Grantee to the Grantor, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto covenant as follows:

1. **Definitions.**

A. "Effective Date" means the date of this document set forth above.

B. "Grantor's Premises" means those certain plots, pieces or parcels of land and the improvements located thereon, more particularly described in Exhibit "A". For purposes of this Declaration, any reference made herein to "Grantor's Premises" shall be deemed to include Old South Oyster Bay Road.

C. "Grantee's Premises" means those certain plots, pieces or parcels of land and the improvements located thereon more particularly described in Exhibit "D", attached hereto.

D. "Old South Oyster Bay Road" means that portion of Old South Oyster Bay Road adjacent to the Grantor's Premises known and designated as part of Lot 88, Block 323, Section 46 on the Land and Tax Map of Nassau County, more particularly described in Exhibit "C", attached hereto.

E. "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended; the Resource Conservation and Recovery Act ("RCRA"), as amended; the Clean Air Act ("CAA"), as amended; the Clean Water Act ("CWA"), as amended; and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards for the protection of the environment.

F. "Hazardous Materials" means any element, compound or chemical, that is defined, listed or otherwise classified as a pollutant, toxic pollutant, toxic or hazardous waste, or hazardous substance under Environmental Laws.

G. "Environmental Conditions" means the presence of Hazardous Materials at levels of contamination that require Remediation under standards required by Environmental Laws.

H. "Release" or "Releases" means any spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing (including the

abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Materials) of Hazardous Materials.

I. "Remediation" or "Remediate" means all work performed or to be performed to investigate, characterize and remove, contain, dispose, treat, or otherwise deal with Environmental Conditions or Releases in order to render property in compliance with applicable Environmental Laws.

J. "Governmental Authority" means any agency, department or board of governmental representatives of any federal, state or local authority with jurisdiction over the Grantor's Premises.

K. "Persons" means any person, employee, individual, corporation, unincorporated association, partnership, trust, federal, state or local governmental agency, authority or other private or public entity.

L. "Subdivision Laws" means New York Real Property Law Section 334-a, and Nassau County Charter Section 1610 and the rules and regulations promulgated thereunder, and as such laws are amended or enacted from time to time.

M. "Occupant" or "Occupants" means Grantor and any tenant, subtenant, licensee and any other holder of a legal estate or rights with regard to the Grantor's Premises that is in possession of any portion of the Grantor's Premises.

N. "Utility Systems and Lines" means active electric and steam/condensate systems and lines, equipment and appurtenances thereto, including, without limitation, underground conduits, manholes, pedestals, cables, vaults and wires, and meters, submeters, structures, improvements and appurtenances thereto, in, under or on the Grantor's Premises.

O. "Non-Utility Systems and Lines" means active storm drains, drainage lines, water lines, the water line associated with Grantor's groundwater remediation program (the "IRM Line"), sewers, telephone and communication systems and lines, equipment and appurtenances thereto, including, without limitation, underground conduits, manholes, pedestals, cables, vaults and wires, and meters, submeters, improvements and appurtenances thereto, in, under or on the Grantor's Premises.

P. "Systems and Lines" means the Utility Systems and Lines and the Non-Utility Systems and Lines.

2. Exhibits.

The following Exhibits are incorporated herein by reference:

Exhibit "A" Legal Description of Grantor's Premises

- Exhibit "B" Survey
- Exhibit "C" Legal Description of Old South Oyster Bay Road
- Exhibit "D" Legal Description of Grantee's Premises
- Exhibit "E" Diagram of Grantee's Environmental Easements

3. Easements and Covenants.

A. Easements. Grantor hereby grants and conveys to Grantee each of the following easements (collectively, the "Easements"):

(a) Environmental. An easement in, under, on, over, through and across the Grantor's Premises (including, without limitation, the right of ingress and egress), to perform soil vapor extraction and groundwater remediation in the areas described on Exhibit "E". This easement includes the right to use, maintain and operate, soil vapor extraction facilities, aeration basins, monitoring or extraction wells and water lines located on the Grantor's Premises.

(b) Utilities. A permanent easement in, under, on, over, through and across the Grantor's Premises to enter upon, to use, maintain, inspect, operate, repair, replace, abandon in place, install and remove the Systems and Lines.

(c) Drainage. An easement in, under, on, over, through and across the Grantor's Premises for drainage of storm water and groundwater extracted by Grantee, including, without limitation, drainage through drainage systems in, on or under Grantor's Premises.

(d) Subdivision. An easement in, under, over, through and across the Grantor's Premises to enter upon the Grantor's Premises and perform any work Grantor is required to perform in connection with the filing of the subdivision map known as Grumman Industrial Park or as required by Subdivision Laws. The easement described in this paragraph "3.A(d)" shall terminate upon the filing of a map for the Grumman Industrial Park subdivision.

(e) Easements Appurtenant. The Easements regarding the Utility Systems and Lines shall be appurtenant to that portion of the Grantee's Premises described in Exhibit "D" as the electric substation and steam plant. The Easements regarding drainage shall be appurtenant to that portion of the Grantee's Premises described in Exhibit "D" as the south recharge basins. The Easements regarding the IRM Line shall be appurtenant to that portion of the Grantee's Premises described in Exhibit "D" as the stripping tower.

(f) Amended Declaration. The parties acknowledge that the Easements specified in paragraph "3.A(b)" and paragraph "3.A(c)" are not sufficiently described in recordable form as of the Effective Date to be legally described in an attachment to this Declaration. Grantee is obligated at its sole expense to prepare the legal description in recordable form for all Systems and Lines currently in use that will be subject to this Easement. Grantee shall deliver said legal description to Grantor and thereafter the parties shall execute and record an "Amended Declaration of Easement".

B. Covenants.

(a) Grantee's Access and Use. Grantor agrees that subject to the notice requirements contained in paragraph "4" below, Grantee shall have the uninterrupted access and use of the Easements.

(b) Cooperation. Grantor and Grantee agree to cooperate with each other to carry out the purposes of the Easements in a manner that minimizes the effects of the Easements on Grantor and Grantor's Premises.

(c) Further Acts. Grantor and Grantee agree to perform any further acts and execute and deliver any further documents as may be reasonably necessary to carry out the purposes of this Declaration.

(d) Construction by Grantor. If Grantor intends to construct any improvement or conduct any activity on the Grantor's Premises that interferes with or may interfere with any of the Easements, Grantor shall notify Grantee in writing of its plans. Grantor shall be responsible at its sole cost and expense to move or relocate any of the Systems and Lines that will be affected by Grantor's activity.

(e) Restoration. Grantee agrees that upon the conclusion of any work performed by Grantee on Grantor's Premises pursuant to the Easements, Grantee shall restore the Grantor's Premises to the same or a substantially similar condition as it was prior to the performance of the work.

4. Notices regarding entry.

Grantee may enter the Grantor's Premises upon at least twenty-four (24) hours prior notice or, in the case of an emergency, with notice promptly after such entry. Grantee may enter such portions of the Grantor's Premises that are within a building, only within ordinary business hours, unless Grantor approves the entry at other hours, such approval not to be unreasonably withheld or delayed. Each notice pursuant to this paragraph "4" shall be given by Grantee to Grantor at the address set forth in paragraph "5.B" below or the last known owner of the Grantor's Premises at the address provided in accordance with this paragraph "4" and shall describe the work to be performed and when and where it will be performed. Grantor may have personnel present to observe performance of the work. For purposes of this notice requirement, each subsequent owner of the Grantor's Premises or any portion thereof shall, from time to time as ownership transfers, deliver to Grantee in writing such owner's name, address and telephone number. Each notice by Grantee pursuant to this paragraph "4" shall be given to the last known owner of the Grantor's Premises or any portion thereof based on such written notice of ownership transfer. Grantee's tender of notice to such last known owner (whether or not received) or the posting of such notice at the Grantor's Premises or such portion of the Grantor's Premises shall constitute proper notice under this paragraph "4".

5. Miscellaneous.

A. No Waiver. Notwithstanding anything to the contrary contained herein, any failure of Grantor or Grantee to exercise its right to perform or to institute suit for the specific performance of any covenant contained in this Declaration or to recover damages resulting from the non-performance of any such covenant or take action as permitted hereunder on any given occasion shall in no way constitute a waiver with regard to such occasion or any other or future occasion.

B. Notices. Except as provided in paragraph "4", above, all notices required to be given or given under this Declaration may be given by the attorney for either party with the same force and effect as if given by a party hereto, and all such notices shall be sent by certified or registered mail, return receipt requested, as follows: if to Grantor: Steel Equities, 700 Hicksville Road, Bethpage, New York 11714, Attn: Joseph Lostritto; if to Grantee: to the address set forth above to the attention of Corporate Real Estate, with a copy in a like manner to Northrop Grumman Corporation, 1840 Century Park East, Los Angeles, California 90067-2199, Attn: Real Estate Department, with a copy to Bethpage Utility Department, c/o Northrop Grumman Corporation, Building 5, Bethpage, New York 11714, Attn: John Ingenito or his successor. All notices shall be deemed given upon the date same are received or refused by the addressee and returned to the sender by the Post Office, whichever is earlier. Either party may change the address to which notices are to be given by a notice pursuant to this paragraph. In the event of a transfer of the respective property by either party, then such transferring party shall notify the other party of the name and address of the transferee within ten (10) days of such transfer.

C. Run with the Land. Grantor grants and Grantee reserves and accepts the grant of the Easements in this Declaration subject to the covenants and agreements herein set forth which shall, without exception, run with the land and be construed as covenants running with the land and bind all future owners and Occupants of the Grantor's Premises.

D. Modifications only in Writing. This Declaration may not be modified or terminated nor may any of its provisions be waived orally, but only by an instrument in writing and in recordable form or as amended as agreed by the parties in paragraph "3.A(e)" above.

E. Severability. If any provision of this Declaration, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

F. Successors. The covenants, terms, conditions, and restrictions of this Declaration shall be binding upon, and inure to the benefit of the Grantor and Grantee and their respective successors and permitted assigns and shall continue as a servitude running in perpetuity with the Grantor's Premises.

G. Assignment. Grantee may not assign its rights under this Declaration except for (i) an assignment to any public utility or any public or quasi public entity, which assignment may be made at any time, in Grantee's sole discretion, or (ii) any other assignment made with the consent of Grantor, which consent shall not be unreasonably withheld or delayed. Grantee shall notify Grantor of such assignment and shall record such assignment in the official land records of the County of Nassau.

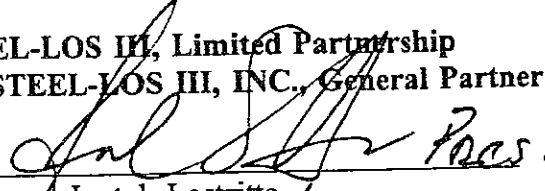
H. Captions. The captions herein are for convenience or reference only, and do not determine or limit the meaning of this Declaration.

I. Attorneys' Fees. In any legal or equitable proceedings for enforcement, or to restrain the violation of these restrictions or any provision hereof, the losing party shall pay to the prevailing party the prevailing party's reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Grantor:

STEEL-LOS III, Limited Partnership
By: STEEL-LOS III, INC., General Partner

By: 
Name: Joseph Lostritto
Its: President


JOSEPH LOSTRITTO

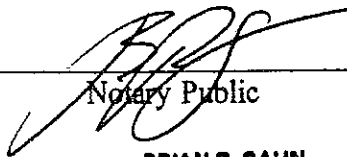
Grantee:

GRUMMAN AEROSPACE CORPORATION, by its
corporate successor through merger,
NORTHROP GRUMMAN CORPORATION

By: 
Name: M.D. MROZ
Its: VICE PRESIDENT

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

On this 21st day of May, 1998, before me personally came MITCHELL D. MROZ to me known, who, being by me duly sworn, did depose and say that he resides at Building No. 1, South Oyster Bay Road, Bethpage, New York 11714; that he is Vice President of **NORTHROP GRUMMAN CORPORATION**, successor by merger to **GRUMMAN AEROSPACE CORPORATION**, the corporation described in and which executed the foregoing instrument; and that he/she executed same by order of the board of directors of said corporation.

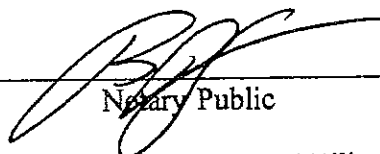


Notary Public

BRIAN R. SAHN
Notary Public, State of New York
No. 4820833
Qualified in Nassau County
Commission Expires October 31, 1998

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

On this 21st day of May, 1998, before me personally came **JOSEPH LOSTRITTO**, to me known, who, being by me duly sworn, did depose and say that he has an address at 4 Pound Hollow Court, Old Brookville, New York 11545, that he is the president of **STEEL-LOS III, INC.**, the general partner of **STEEL-LOS III LIMITED PARTNERSHIP**, the limited partnership described in and which executed the foregoing instrument, and that he had authority to sign the same and acknowledged that he executed the same as the act and deed of said limited partnership.




Notary Public

BRIAN R. SAHN
Notary Public, State of New York
No. 4820833
Qualified in Nassau County
Commission Expires October 31, 1998

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

On this 21st day of May, 1998, before me personally came **JOSEPH LOSTRITTO**, having an address at 4 Pound Hollow Court, Old Brookville, New York 11545, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed same.



Notary Public

BRIAN R. SAHN
Notary Public, State of New York
No. 4820833
Qualified in Nassau County
Commission Expires October 31, 1998

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PREMISES

**NASSAU
COUNTY
CLERK**

**NASSAU
COUNTY
CLERK**

**NASSAU
COUNTY
CLERK**

SCHEDULE A

AMENDED: 12-20-96

PARCEL I - Part of Lots 16A, 16C, 17G, 17H and 19

ALL that certain plot piece or parcel of land situate lying and being partly in the Town of Oyster Bay and partly in the Town of Hempstead, County of Nassau and State of New York being more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of Old South Oyster Bay Road (not physically open) distant the following four courses and distances from the extreme northerly end of the arc of a curve which said curve connects the westerly side of Old South Oyster Bay Road with the northeasterly side of Hicksville-Massapequa Road;

(1) North 3 degrees 10 minutes 45 seconds West along the westerly side of Old South Oyster Bay Road 78.35 feet;

(2) North 9 degrees 28 minutes 24 seconds West still along the westerly side of Old South Oyster Bay Road 923.80 feet;

(3) North 7 degrees 12 minutes 2 seconds West still along the westerly side of Old South Oyster Bay Road 13.98 feet;

(4) North 82 degrees 14 minutes 25 seconds East 66.00 feet across said Old South Oyster Bay Road to its easterly side at the true point of beginning;

RUNNING THENCE from said true point of beginning North 82 degrees 14 minutes 25 seconds East 207.63 feet

THENCE North 7 degrees 45 minutes 35 seconds West 379.67 feet;

THENCE North 82 degrees 47 minutes 58 seconds East 545.70 feet to the southwesterly side of proposed Grumman Road;

RUNNING THENCE along the southwesterly, northerly, westerly, southerly and southwesterly sides of proposed Grumman Road the following seven courses and distances:

(1) South 39 degrees 15 minutes 3 seconds East 56.09 feet;

(2) Southeasterly along the arc of a curve bearing to the left having a radius of 2894.93 feet a distance of 201.37 feet;

(3) South 82 degrees 14 minutes 25 seconds West 242.04 feet;

(4) South 7 degrees 45 minutes 35 seconds East 158.60 feet;

(5) North 82 degrees 14 minutes 25 seconds East 363.54 feet;

(6) Southeasterly along the arc of a curve bearing to the left having a radius of 2894.93 feet a distance of 128.18 feet;

(7) South 49 degrees 43 minutes 41 seconds east 6.79 feet

RUNNING THENCE South 40 degrees 16 minutes 19 seconds West 155.00 feet;

THENCE South 49 degrees 43 minutes 41 seconds East 169.45 feet;

THENCE South 8 degrees 8 minutes 00 seconds East 189.96 feet;

TITLE NO. GC960879N

THENCE South 7 degrees 57 minutes 53 seconds East 537.30 feet;

THENCE South 82 degrees 2 minutes 7 seconds West 283.50 feet;

THENCE South 7 degrees 57 minutes 53 seconds East 702.41 feet; to the northerly side of a 60 foot wide right-of-way;

RUNNING THENCE along the northerly side of said above mentioned right-of-way the following 2 courses and distances:

1) North 88 degrees 26 minutes 14 seconds West 530.12 feet;

2) South 76 degrees 28 minutes 50 seconds West 69.76 feet to the northeasterly side of Hicksville-Massapequa Road;

RUNNING THENCE along the northeasterly side of Hicksville-Massapequa Road and along the easterly side of Old South Oyster Bay Road the following five courses and distances:

(1) Northwesterly along the arc of a curve bearing to the left having a radius of 1840.34 feet a distance of 197.82 feet;

(2) Still northwesterly along the arc of a curve bearing to the right having a radius of 1527.11 feet a distance of 500.49 feet;

(3) North 16 degrees 26 minutes 44 seconds West 82.50 feet;

(4) North 9 degrees 28 minutes 24 seconds West 920.87 feet

(5) North 7 degrees 12 minutes 02 seconds West 13.32 feet to the true point or place of BEGINNING

Parcel II - Part of Lot 224:

ALL that certain plot piece or parcel of land situate, lying and being in the Town of Oyster Bay, County of Nassau and State of New York being more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Old South Oyster Bay Road (not physically open) at the extreme northerly end of the arc of a curve which said curve connects the westerly side of Old South Oyster Bay Road with the northeasterly side of Hicksville-Massapequa Road;

RUNNING THENCE southwesterly, westerly and northwesterly along the arc of a curve bearing to the right having a radius of 50.70 feet a distance of 119.57 feet to the northeasterly side of Hicksville-Massapequa Road;

RUNNING THENCE along the northeasterly side of Hicksville-Massapequa Road the following two courses and distances:

(1) North 45 degrees 35 minutes 30 seconds West 192.72 feet;

(2) Northwesterly along the arc of a curve bearing to the right having a radius of 1766.59 feet a distance of 219.40 feet;

RUNNING THENCE North 53 degrees 59 minutes 54 seconds East 234.58 feet;

THENCE North 36 degrees 00 minutes 6 seconds West 211.56 feet;

THENCE North 82 degrees 55 minutes 38 seconds East 87.89 feet;

RUNNING THENCE northeasterly and northerly along the arc of a curve bearing to the left having a radius of 48.13 feet a distance of 99.47 feet;

THENCE North 35 degrees 29 minutes 22 seconds West, 159.00 feet;

THENCE North 7 degrees 11 minutes 52 seconds West 30.00 feet;

THENCE North 82 degrees 48 minutes 08 seconds East 151.45 feet to the westerly side of Old South Oyster Bay Road;

RUNNING THENCE along the said westerly side of Old South Oyster Bay Road, the following two courses and distances:

(1) South 9 degrees 28 minutes 24 seconds East 766.89 feet;

(2) South 3 degrees 10 minutes 45 seconds East 78.35 feet to the northerly terminus of the arc of the curve first above mentioned, the point or place of BEGINNING.

EXHIBIT "B"

SURVEY

**NASSAU
COUNTY
CLERK**

**NASSAU
COUNTY
CLERK**

**NASSAU
COUNTY
CLERK**

PARCEL R1

SEC. 46
BLOCK 323
P/O LOTS 16A, 16C, 17H, 17G, 19, 22A



SCALE 1"=150'

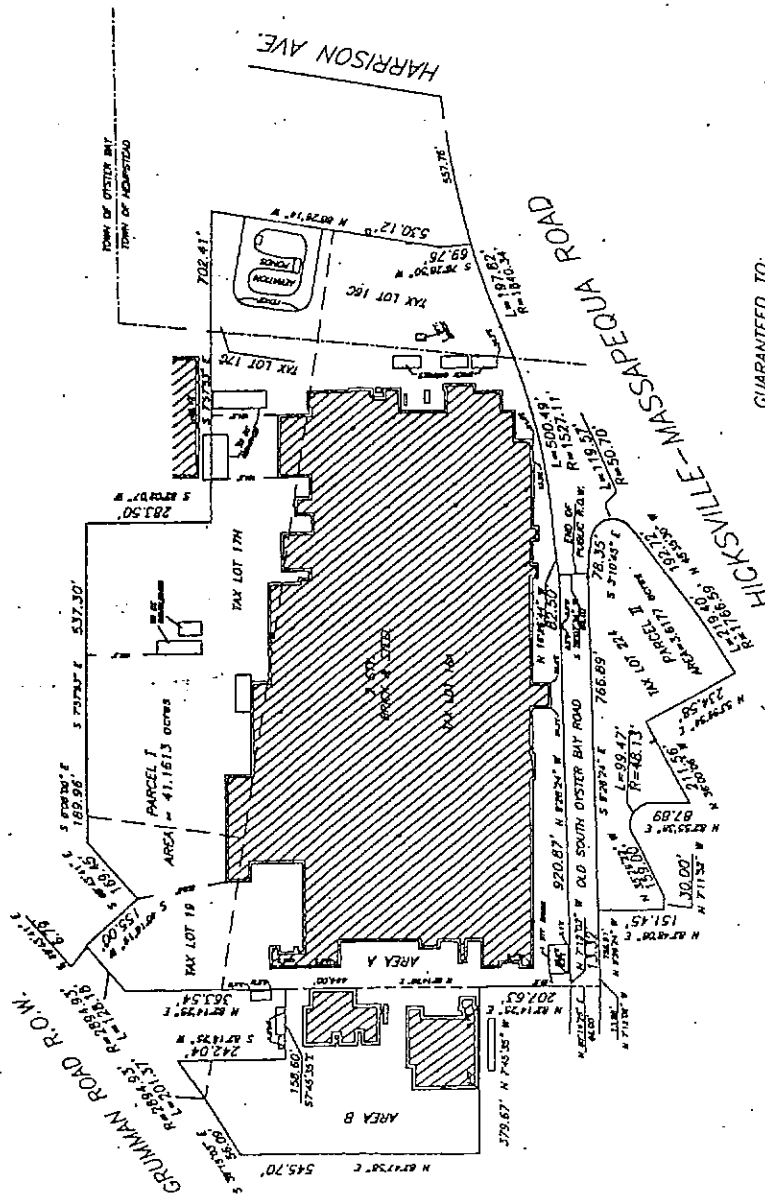
TOTAL AREA=44.7790 ACRES

SURVEY OF PROPERTY
AT
BETHPAGE
NASSAU COUNTY NEW YORK
PREPARED FOR
NORTHROP GRUMMAN CORP.

BY
ALBERT A. BIANCO
Professional Land Surveyor - City Surveyor
1000 WASHINGTON AVENUE, SUITE 200
BETHPAGE, N.Y. 11702
TELEPHONE: 516-833-8800 FAX: 516-833-8801

JUN 17 1998

LAST REVISION JANUARY 8, 1995



GUARANTEED TO:
COMMONWEALTH LAND TITLE INSURANCE CO.
STEEL - LOS III
GRUMMAN AEROSPACE CORP.

Ref. No. N 46-323-SOUTH-2-PHASE-3

14 11 01594