

Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Deed Number (RETT):
RERE 029107

Type of Instrument: Deed
Control No: 199807210467

Recorded: 7/21/1998
At: 10:31:33 AM
In Liber: 10934
Of: Deed Book
From Page: 0743
Through Page: 0752

GRUMMAN AEROSPACE CORP

STEEL-LOS III

Refers to Liber: 00000
Of:
Page: 0000

Location: Section: Block: Lot: Unit:
Town Hold's 00000046 00323-00 000016A, 16C
176, 17K
224, 235

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$ 8,000,000.00

Received The Following Fees For Above Instrument

		Exempt			Exempt
Recording \$	39.00	NO	Equal/Cty \$	5.00	NO
GAINS			State Fee \$	4.75	NO
St.Fee/Cty \$.25	NO	Trans Tax \$		YES
			Surchg/NYS \$	22.00	NO
Surchg/Cty \$	3.00	NO			

Fees
Paid: \$ 74.00

Deed Number (RETT): RERE 029107

THIS PAGE IS A PART OF THE INSTRUMENT

LLS001

Karen V. Murphy
County Clerk, Nassau County



199807210467



BY AND BETWEEN

GRUMMAN AEROSPACE CORPORATION, a New York corporation having an address at Building No. 5, South Oyster Bay Road, Bethpage, New York 11714 ("Grantor")

party of the first part, and

STEEL-LOS III, a New York limited partnership, having a ninety (90%) tenant in common interest and **JOSEPH LOSTRITTO**, individually, having a ten percent (10%) tenant-in-common interest, both having an address at 4 Pound Hollow Court Rd., Old Brookville, New York 11545 (collectively, "Grantee")

party of the second part.

WITNESSETH:

1. Conveyance.

Grantor, in consideration of TEN and 00/100 (\$10.00) DOLLARS paid by Grantee, does hereby grant and release unto Grantee and Grantee's successors and assigns forever, subject to the matters hereinafter set forth:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Bethpage, Town of Oyster Bay and Town of Hempstead, County of Nassau and State of New York, being more particularly bounded and described on Schedule "A", annexed hereto and made part hereof (the "Premises"), consisting of, amongst other things, a building of approximately 904,600 square feet ("Building No. 2").

Grantor is same as grantee in deeds set forth in Schedule "B", annexed hereto and made part hereof.

TOGETHER with all right, title and interest, if any, of Grantor in and to any publicly dedicated streets and roads abutting the Premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of Grantor in and to the Premises; **TO HAVE AND TO HOLD** the Premises herein granted unto Grantee, and Grantee's successors and assigns forever; **BUT EXCLUDING** all right, title and interest of Grantor in Grantor's (i) 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; and (ii) water lines used in connection with Grantor's groundwater remediation project.

2. General Covenants.

- (a) Grantor covenants that it has not done or suffered anything whereby the Premises have been encumbered in any way whatever, except as aforesaid.
- (b) Grantor, in compliance with Section 13 of the Lien Law, covenants that it 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.

3. Conveyance Subject to Maintenance of a Containment System or Cap

A. Definitions

For the purpose of this paragraph "3", the following definitions shall apply:

1. "Environmental Laws" means the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., as amended; the Clean Air Act ("CAA"), 42 U.S.C. 7401 et seq., as amended; the Clean Water Act ("CWA"), 33 U.S.C. 1251 et seq., as amended; and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards for protection of the environment.

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

3. "Release" 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.

B. Obligation to Maintain Cap

Grantor and Grantee acknowledge that Hazardous Materials, particularly chromium and cadmium, are present in the soil under Building No. 2 at concentrations that exceed New York State Department of Environmental Conservation ("DEC") recommendations for protection of human health and the environment. Therefore, Grantee and each successor owner or occupant of the Premises shall maintain a containment system (hereinafter referred to as the "Cap") to prevent the Release, spreading or leaching of these Hazardous Materials.

Sec 46
Blk 323
lot 10
16A, 16C
17G, 17K,
224 + 235

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.

TITLE NO. GC960879N

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A, subject to the liens, encumbrances and other matters, if any, set forth in certificate may be conveyed/mortgaged by:

GRUMMAN AEROSPACE CORPORATION, which acquired title by various deeds made by GRUMMAN AIRCRAFT ENGINEERING CORPORATION as hereinafter set forth:

AS TO LOT 16A:

Deed dated 7-2-69 recorded 1-19-70 Liber 8080 Cp. 120; deed dated 7-2-69 recorded 1-19-70 in Liber 8080 Cp. 128.

AS TO LOT 16C AND PART OF 16A:

Deed Dated 7-2-69 recorded 1-19-70 in Liber 8080 Cp. 123.

AS TO LOT 17G AND PART OF 17H N/K/A 17J:

Deed dated 7-2-69 recorded 1-20-70 in Liber 8080 Cp. 310.

AS TO REMAINDER OF LOT 17H P/K/A 17E:

Deed dated 7-2-69 recorded 12-31-69 in Liber 8080 Cp. 130.

as to lot 19:

Deed dated 7-2-69 recorded 12-31-69 in Liber 8074 Cp. 440.

AS TO LOT 224 AND MORE:

Deed dated 7-2-69 recorded 1-28-70 in Liber 8080 Cp. 306

SCHEDULE "B"

The Cap currently consists of the roof and concrete floor slab of Building No. 2, which prevent the soil under Building No. 2 from being exposed to rain and other conditions that may cause the Release, spreading or leaching of Hazardous Materials. The obligation of Grantee and each successor owner or occupant to maintain the Cap shall include, but not be limited to, the obligations to: (1) take reasonable and prudent action to avoid causing or permitting the Cap to be breached, damaged or destroyed so that the soil under Building No. 2 may be exposed to conditions that may cause the Release, spreading or leaching of Hazardous Materials; (2) promptly repair or replace with an equivalent containment system any portion of the Cap that is breached, damaged or destroyed; (3) consult an environmental engineer, prior to any action that may affect the Cap or soil under Building No. 2; and (4) notify the DEC and secure the written approval of the DEC before taking any action affecting the Cap or soil under Building No. 2 which would expose the soil so as to create a likelihood of Release, spreading or leaching of Hazardous Materials.

C. Replacement of Cap

If any portion of the Cap is removed or damaged, replacement of the portion of the Cap that is removed or damaged shall be with an equivalent containment system approved by DEC that prevents the Release, spreading or leaching of Hazardous Materials.

D. Removal of Cap

The obligations hereunder of the Grantee and its successors, assigns and occupants, including, but not limited to, the obligation to maintain the Cap, shall continue until Remediation of the soil under Building No. 2 has been completed so that the soil under Building No. 2 no longer contains Hazardous Materials at concentrations that exceed DEC recommendations for protection of human health and the environment, or when DEC provides a letter stating that: Remediation is complete and the Premises are no longer subject to restrictions related to Hazardous Materials that require a Cap. Upon receipt of satisfactory evidence that these conditions have been satisfied, Grantor and its successors and assigns will cooperate with the Grantee and its successors and assigns and, thereafter, the respective parties shall execute documents necessary to have the restriction removed from this Deed.

4. Conveyance Subject to Other Matters.

The conveyance made herein is also made subject to the following:

- (a) That certain Declaration of Roadway dated of even date herewith between Grantor and Grantee to be recorded contemporaneously herewith.

- (b) That certain ^{Declaration} ~~Reservation~~ of Easement dated of even date herewith between Grantor and Grantee to be recorded contemporaneously herewith.

- (c) That certain ^{Recharge Basin} ~~Drainage~~ Easement dated of even date herewith between Grantor and Grantee to be recorded contemporaneously herewith.

- (d) ^{That certain Declaration of Grumman Road Roadway dated of even} ~~That certain Declaration of~~ ^{date herewith between Grantor and Grantee to be recorded} ~~contemporaneously herewith.~~

5. Miscellaneous. ^{contemporaneously herewith.} ~~date herewith between Grantor and Grantee to be recorded~~

- (a) The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

- (b) The captions used herein are for convenience of reference only, and do not determine or limit the meaning of this Deed.

- (c) The conveyance made herein is made in the ordinary course of Grantor's business.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Deed the day and year first above written.

IN PRESENCE OF:

GRUMMAN AEROSPACE CORPORATION

By: [Signature]
Name: JOHN E. HARRISON
Its: Chief Executive Officer and Director

STEEL-LOS III, Limited Partnership

By: [Signature] General Partner

By: [Signature]
Name: JOSEPH LOSTRITTO
Its: President

[Signature]
JOSEPH LOSTRITTO

On the 23rd day of December 1996, before me personally came JOHN E. HARRISON to me known, who, being by me duly sworn, did depose and say that he resides at Building No. 5, South Oyster Bay Road, Bethpage, New York; that he is the Chief Executive Officer and Director of Grumman Aerospace Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of said Corporation.

RICHARD EMIL MUGNO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 41-4663707
QUALIFIED IN NASSAU COUNTY
COMM. EXPIRES APRIL 30, 1998

BARGAIN AND SALE DEED

WITH COVENANT AGAINST GRANTOR'S ACTS

Title No. GC960879N

GRUMMAN AEROSPACE CORPORATION

TO

STEEL-LOS III, Limited Partnership and
JOSEPH LOSTRITTO, as tenants-in-common

On the 23rd day of December, 1996, before me personally came JOSEPH LOSTRITTO, to me known, who, being by me duly sworn, did depose and say that he resides 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.

RICHARD EMIL MUGNO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 41-4663707
QUALIFIED IN NASSAU COUNTY
COMM. EXPIRES APRIL 30, 1998

STATE OF NEW YORK, COUNTY OF NASSAU

ss:

On the 23rd day of December, 1996, before me personally came JOSEPH LOSTRITTO, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

RICHARD EMIL MUGNO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 41-4663707
QUALIFIED IN NASSAU COUNTY
COMM. EXPIRES APRIL 30, 1998

SECTION 46

BLOCK 323

LOTS p/o 16A, p/o 17G, p/o 17K p/o 16C
and p/o 224 & P/o 235

COUNTY Nassau

Recorded at Request of
COMMONWEALTH LAND
TITLE INSURANCE COMPANY

RETURN BY MAIL TO

Standard Form of New York Board of Title Underwriters
Distributed by

♣ **COMMONWEALTH**
Land Title Insurance Company

Larry Goldman, Esq.
Feltman, Karesh, Major & Farberman
Carnegie Hall
152 West 57th Street
New York, New York 10019

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RESOLUTION NO. 47A-1997 & 59A-1997 - 1998

WHEREAS, on the 16th day of July, 1998, **FORCHELLI, SCHWARTZ, MINEO AND CARLINO, LLP** (as Agent for **NORTHROP GRUMMAN CORP.**), submitted to the **NASSAU COUNTY PLANNING COMMISSION** an application for approval to amend Resolution No. 47-1997, dated May 29, 1997, and Resolution No. 59-1997, dated June 12, 1997, for Waivers of Filing Requirements for property at **BETHPAGE** and described on the Nassau County Land and Tax Map as Section 46, Block 323, Lot 224 (**Parcel 2**) and Section 46, Block 323, Lots 16A, 16C, 17G, 17K and 235 (f/k/a Lots 16A, 16C, 17G, 17J and 19) (**Parcel 1**), respectively; and

WHEREAS, the purpose of this application is to amend Resolutions 47-1997 and 59-1997 to allow the recording of a single deed at the Office of the Nassau County Clerk which shall convey **Parcel 1**, as described in Resolution 59-1997 ("**Parcel 1**"), and **Parcel 2**, as described in Resolution 47-1997 ("**Parcel 2**"); and

WHEREAS, the applicant has advised the Commission that the Zoning Board of Appeals of the Town of **Oyster Bay** requires that **Parcel 2** be utilized as an off-street parking area for the benefit of **Parcel 1**, and thus, both **Parcels** must remain in common ownership and neither **Parcel** can be transferred or sold separately from the other; and

WHEREAS, the **NASSAU COUNTY PLANNING COMMISSION** has given due consideration to this application in accordance with Section 334a of the Real Property Law,

NOW THEREFORE, BE IT RESOLVED, that Resolutions 47-1997 and 59-1997 are hereby amended to read as follows:

Resolution NCPC File No. 47A-1997

In connection with **Parcel 2**, said **Parcel** must be conveyed with **Parcel 1** as set forth in Resolution No. 59-1997 by a single deed providing for both **parcels** to be conveyed to the same **Grantee**.

Resolution NCPC File No. 59A-1997

In connection with **Parcel 1**, said **Parcel** must be conveyed with **Parcel 2** as set forth in Resolution No. 47-1997 by a single deed providing for both **parcels** to be conveyed to the same **Grantee**.

The foregoing resolution was offered

ON MOTION of Commissioner Chopra,

seconded by Commissioner Adams

Upon roll call, the vote was as follows:

Lloyd Smallwood, Jr., Chairman	<i>Aye</i>
Ronald Kadin, Vice-Chairman	<i>Aye</i>
Constance M. Fuschillo	<i>Aye</i>
John Ritter, Jr.	<i>Absent</i>
Paul T. Butkerei	<i>Aye</i>
Joann R. Adams	<i>Aye</i>
Henry Holley	<i>Absent</i>
Parveen C. Chopra	<i>Aye</i>

The Chairman declared the resolution duly adopted.

Resolution of the Nassau County Planning Commission

Adopted: July 16, 1998

STATE OF NEW YORK)

) §:

COUNTY OF NASSAU)


I *VINCENT L. VARIO*, *Deputy Director* of the Nassau County Planning Commission, do hereby certify, that I have compared the preceding with the original resolution passed by the Planning Commission of Nassau County, New York

on July 16, 1998

on file in my office and recorded in the record of proceedings of the Planning Commission of the County of Nassau and do hereby certify the same to be a correct transcript therefrom and of the whole said original.

I further certify that the resolution herein above mentioned was passed by the concurring affirmative vote of the Planning Commission of the County of Nassau.

IN WITNESS WHEREOF, I have hereunto set
my hand, this 16
day of July in the year
of one thousand nine hundred and ninety-eight



VINCENT L. VARIO, DEPUTY DIRECTOR
NASSAU COUNTY PLANNING COMMISSION