

CHRISTINE LEAS
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CLEAS@SPRLAW.COM

November 3, 2014

Via FedEx and Email

Benjamin Conlon, Esq.
Office of General Counsel, 14th Floor
New York State Department of Environmental Conservation
Division of Environmental Remediation
625 Broadway
Albany, NY 12233-7020

Re: Environmental Easements
AJM RE Holdings XI, LLC – Fumex Sanitation Site #130041
Twon of North Hempstead, New York

Dear Mr. Conlon:

Enclosed please find an environmental easement submittal package for the Fumex Sanitation Site #130041, as contemplated by the Order on Consent for the site entered into by AJM RE Holdings XI, LLC and the Department, dated and effective on August 4, 2014. The full submittal package is also provided in electronic format on CD.

I've also enclosed for execution by the Department, the Termination, Extinguishment and Release of Environmental Easement, previously reviewed and approved by the Department.

Very truly yours,

Christine Leas

Encls.

cc: David Chiusano, NYSDEC (via email, w/enclosures)
Rosalie Rusinko, Esq., NYSDEC (via email, w/o enclosures)
Adam Mann (via email, w/o enclosures)



Recording Office Time Stamp

**Real Estate Transfer Tax Return
For Public Utility Companies'
and Governmental Agencies'
Easements and Licenses**

This form may only be used by public utility companies regulated by the Public Service Commission and governmental agencies for the recording of easements and licenses where the consideration for the grant of such easement or license is \$500.00 or less.

Name of grantee (public utility company or governmental agency) NYS Dept. of Environmental Conservation on behalf of the People of the State of New York

Federal employer identification number
(if applicable) 14-6013200

Address of grantee

Office of General Counsel, 625 Broadway, Albany, NY 12233-5500

Name and telephone number of person to contact

Brad Burns 518-402-9518

Name(s) of Grantor
Of Easement or License

Address of Property

Consideration Given
For Easement or License

1. AJM RE Holdings XI, LLC

131 Herricks Road
Garden City Park, NY

\$0.00

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

If more than fifteen conveyances are to be recorded, attach a schedule of such other conveyances.

Signature of Grantee

I certify that the grantee is a public utility regulated by the Public Service Commission or is a governmental agency and the grantee of the easements and/or licenses above; that it is true to the best knowledge of the grantee that the granting of each such easement and/or license is exempt from Real Estate Transfer Tax imposed by Article 31 of the Tax Law by reason that each such conveyance is for a consideration of five hundred dollars or less and/or the conveyance is being made to a governmental agency.

New York State Department of Environmental
Conservation on behalf of the People of the
State of New York

Name of grantee

Signature of partner, officer of corporation, governmental official, etc.

Andrew Gugliemoli Attorney
Title
Office of General Counsel


File-02

OFFICE OF GENERAL COUNSEL

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1500
Phone: (518) 402-9185 • Fax: (518) 402-9018
www.dec.ny.gov

MEMORANDUM

TO: Robert Schick, Division Director, DER

FROM:  Bradford Burns through Andrew Guglielmi, Remediation Bureau, OGC

SUBJECT: Environmental Easement: Fumex Sanitation, Inc., Site No. 130041

DATE: March 10, 2015

Attached for your signature are two copies of an Environmental Easement between the Department and the owner, AJM RE Holdings XI, LLC.

As you can see in the attached package, The Fumex Sanitation site is an inactive hazardous waste located on the corner of Bedford Avenue and Main Street (also known as Herricks Road) at 131 Herricks Road in the Village of Garden City Park in the Town of North Hempstead, Nassau County, New York. The 0.24 acre site includes a one-story brick building and a paved parking area in the rear. The site is bordered on the north by Bedford Avenue, Herricks Road on the east, residential property to the west, and commercial property to the south. Access to the site is from Bedford Avenue. Fumex Termite Service Corporation operated a commercial termite extermination business at this location from 1952 to 1992. The site is currently inactive, and is zoned for commercial use.

The owner for this project is moving forward quickly in order to obtain a COC. DEC has already finalized the SMP and FER. Finalization of the easement is the last step prior to initiation of the COC process.

The owner/responsible party obtained the property by two separate quitclaim deeds, both from grantors who were direct successors to Fumex. One purchased the property after a tax sale, and the other purchased the property directly from Fumex. As I can track the title of both previous owners back to Fumex, I would suggest that DEC not require that title insurance be purchased on behalf of DEC.

In addition to the easement, you will see that a release of the previous easement from early 2014 is attached to the documents. The reason for the release of the previous easement is that the old easement referenced the original consent order which has been replaced by the new consent order which was filed at the end of 2014. The previous easement specifically incorporated the old consent order. By releasing the old easement and filing a new easement,



Department of
Environmental
Conservation

the terms of the revised consent order are properly incorporated into the new easement. Please sign two copies of the release which are attached hereto.

I recommend you sign the attached Release and Environmental Easements. Please sign the Easements and TP-584 forms, and return them back to me for transmission to the Applicant and for filing. Thank you.

**TERMINATION,
EXTINGUISHMENT AND RELEASE
OF ENVIRONMENTAL
EASEMENT**

THIS TERMINATION AND RELEASE OF ENVIRONMENTAL EASEMENT (this "**Termination**") is made as of this 11th day of ~~October~~ ^{MARCH} 2014⁵, by and between (i) The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation ("**NYSDEC**" or "**Department**") with its headquarters located at 625 Broadway, Albany, New York 12233, and (ii) AJM RE Holdings XI, LLC ("**Owner**"), having an office at 2 Jericho Plaza, Suite 101, Jericho, New York 11753.

RECITALS

- A. **Owner** is the owner of real property located at the address of 131 Herricks Road, Garden City Park in the Town of North Hempstead, County of Nassau, and State of New York, known and designated on the Nassau County Land & Tax Map as: Section 33, Block 174, Lot 58, being the same as that property conveyed to **Owner** by deed from Frontseat, LLC dated July 1, 2014 and recorded in the Nassau County Clerk's Office on July 7, 2014 in Book 13092, Page 701, and by deed from Foreva Realty, LLC dated July 1, 2014 and recorded in the Nassau County Clerk's Office on July 7, 2014 in Book 13092, Page 695 (the "**Controlled Property**"), comprising approximately 0.24 +/- acres, and hereinafter more fully described in Schedule A.
- B. The **Controlled Property** is subject to an Environmental Easement dated June 12, 2013 and recorded in the Nassau County Clerk's Office on July 15, 2013 in Book 12966, Page 52 (the "**Environmental Easement**"). Capitalized terms used herein without definition have the meanings ascribed to them in the **Environmental Easement**.
- C. Pursuant to Section 9 of the **Environmental Easement**, the **Department** and **Owner** agree to terminate, extinguish and release the **Environmental Easement** and contemporaneously with the execution of this **Termination**, to enter into a new environmental easement to address the site management needs of the **Controlled Property**.

**TERMINATION, EXTINGUISHMENT AND RELEASE OF
ENVIRONMENTAL EASEMENT**

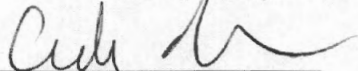
- 1. The above recitals are hereby incorporated into this **Termination**.
- 2. The **Department** confirms that the date hereof is the "Termination Date" and the **Department** accordingly hereby terminates and extinguishes the **Environmental Easement** and releases Owner and the **Controlled Property** from the covenants, restrictions, and obligations of the **Environmental Easement**.

3. This **Termination** inures to and binds the Owner and the **Department** and their respective successors and assigns.
4. This **Termination** shall be governed by and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this **Termination** as of the day and year first above written.

Owner: AJM RE Holdings XI, LLC

By: AJM Member, LLC, its sole member

By: 

Name: Adam Mann

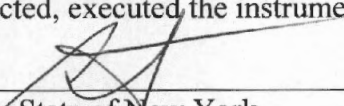
Title: Managing Member

Date: October 23, 2014

Owner's Acknowledgment

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

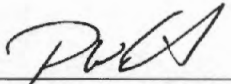
On the 23rd day of October in the year 2014 before me, the undersigned, personally appeared ADAM MANN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public - State of New York

BARBARA D. GOODMAN
Notary Public, State of New York
No. 30-9002830
Qualified in Nassau County
Commission Expires Oct. 13, 2018

THIS TERMINATION, EXTINGUISHMENT AND RELEASE OF THE ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner.

By: 
Robert W. Schick, P.E., Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 11 day of March in the year 2014, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2016

Schedule A

PHYSICAL ADDRESS: 131 HERRICKS ROAD, GARDEN CITY PARK, NY

TAX MAP: 33-174-58

BEGINNING AT A POINT BEING THE INTERSECTION OF THE WESTERLY SIDELINE OF MAIN STREET AS SHOWN AS THE PROPOSED LINE OF ACQUISITION ON MAP SHOWING "REAL PROPERTY TO BE ACQUIRED FOR SANITARY SEWER AND/OR OTHER PUBLIC PURPOSES", DATED APRIL 1957 AND FILED IN THE NASSAU COUNTY CLERK'S OFFICE AS MAP NO. 6912 WITH THE NORTHERLY SIDELINE OF BEDFORD AVENUE (50 FEET WIDE RIGHT OF WAY) AS SHOWN ON "MAP OF MINEOLA WEST, SITUATED IN THE TOWN OF NORTH HEMPSTEAD, NASSAU CO., NY OWNED BY MINEOLA WEST CORP'N", DATED MAY 16, 1925 AND FILED ON JUNE 16, 1925 AS MAP NO. 562, CASE NO. 544: AD RUNS THENCE

1. ALONG THE SIDELINE OF MAIN STREET SOUTH 33 DEGREES 06 MINUTES 35 SECONDS EAST 103.70 FEET TO A POINT IN THE SOUTHERLY LINE OF LOT 48 AS SHOWN ON SAID MAP OF MINEOLA WEST; THENCE
2. ALONG THE SOUTHERLY LINE OF SAID LOT 48 IN PART, SOUTH 72 DEGREES 14 MINUTES 25 SECONDS WEST 119.94 FEET TO A POINT; THENCE
3. ALONG THE WESTERLY LINES OF LOTS 48, 47, 46, 45 AND 44 AS SHOWN ON SAID MAP OF MINEOLA WEST, NORTH 17 DEGREES 45 MINUTES 35 SECONDS WEST 100.00 FEET TO A POINT IN THE SOUTHERLY LINE OF BEDFORD AVENUE, THENCE
4. ALONG THE SOUTHERLY LINE OF BEDFORD AVENUE, NORTH 72 DEGREES 14 MINUTES 25 SECONDS EAST 92.49 FEET TO THE POINT AND PLACE OF BEGINNING.

TOTAL ACREAGE IS 10,621 SQUARE FEET OR 0.24 ACRES.

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 11th day of MARCH, 2015, between Owner(s) AJM RE Holdings XI, LLC, having an office at 2 Jericho Plaza, Suite 101, Jericho, NY 11753, County of Nassau, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 131 Herricks Road in the Town of North Hempstead, County of Nassau and State of New York, known and designated on the tax map of the County Clerk of Nassau as tax map parcel numbers: Section 33 Block 174 Lot 58, being the same as that property conveyed to Grantor by deed dated July 1, 2014 and recorded in the Nassau County Clerk's Office in Liber and Page D 13092, 701 and by deed dated July 1, 2014 and recorded in the Nassau County Clerk's Office in Liber and Page D 13092, 695. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.24 +/- acres, and is hereinafter more fully described in the Land Title Survey dated November 10, 2011 prepared by J. Peter Borbas of Borbas Surveying & Mapping, LLC, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation

established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: W1-1184-14-06, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Nassau County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining

contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations, as limited by Order on Consent and Administrative Settlement for the Site, Index # W1-1184-14-06, dated August 4, 2014, and recorded in the Nassau County Clerk's Office Miscellaneous Filings, Transaction # 288739 and Control # 1335 (the "Consent Order") that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority, as limited by the Consent Order. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held
by the New York State Department of Environmental Conservation**

pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by

Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

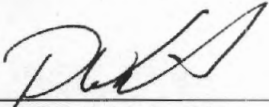
Parties shall address correspondence to: Site Number: 130041
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

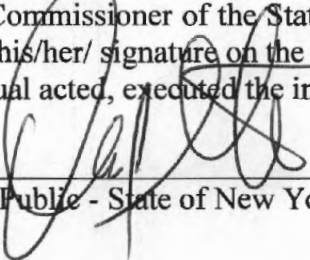
By:


Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 11 day of March, in the year 2015, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2016

SCHEDULE "A" PROPERTY DESCRIPTION

PHYSICAL ADDRESS: 131 HERRICKS ROAD, GARDEN CITY PARK, NY
TAX MAP ID: SECTION 33, BLOCK 174, LOT 58

BEGINNING AT A POINT BEING THE INTERSECTION OF THE WESTERLY SIDELINE OF MAIN STREET AS SHOWN AS THE PROPOSED LINE OF ACQUISITION ON MAP SHOWING "REAL PROPERTY TO BE ACQUIRED FOR SANITARY SEWER AND/OR OTHER PUBLIC PURPOSES", DATED APRIL 1957 AND FILED IN THE NASSAU COUNTY CLERK'S OFFICE AS MAP NO. 6912 WITH THE NORTHERLY SIDELINE OF BEDFORD AVENUE (50 FEET WIDE RIGHT OF WAY) AS SHOWN ON "MAP OF MINEOLA WEST, SITUATED IN THE TOWN OF NORTH HEMPSTEAD, NASSAU CO., NY OWNED BY MINEOLA WEST CORP'N", DATED MAY 16, 1925 AND FILED ON JUNE 16, 1925 AS MAP NO. 562, CASE NO. 544; AND RUNS THENCE

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3. ALONG THE WESTERLY LINES OF LOTS 48, 47, 46, 45 AND 44 AS SHOWN ON SAID MAP OF MINEOLA WEST, NORTH 17 DEGREES 45 MINUTES 35 SECONDS WEST 100.00 FEET TO A POINT IN THE SOUTHERLY LINE OF BEDFORD AVENUE, THENCE
4. ALONG THE SOUTHERLY LINE OF BEDFORD AVENUE, NORTH 72 DEGREES 14 MINUTES 25 SECONDS EAST 92.49 FEET TO THE POINT AND PLACE OF BEGINNING.

TOTAL ACREAGE IS 10,621 SQUARE FEET OR 0.24 ACRES.