

AMENDMENT TO ENVIRONMENTAL EASEMENT

This Amendment to Environmental Easement is made as of this 19th day of August, 2024, by and between The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation ("NYSDEC" or the "Department") with its headquarters located at 625 Broadway, Albany, New York 12233, and Steel Allen Air LLC ("Grantor") with an office located at 999 South Oyster Bay Road, Suite 200, Bethpage, NY 11714.

RECITALS

1. Grantor, Steel Allen Air LLC, is the owner of real property located at the address of 235-255 East Second Street in the Town of North Hempstead, County of Nassau and State of New York, known and designated on the tax map of the Nassau County Clerk as tax map parcel numbers: Section 9 Block 437 Lots 466 & 467 and Section 9 Block 663 Lots 4A, 4B, & 5, being the same as that property conveyed to former owners, Steel Mineola Second Street LLC and Alkier Steel, LLC ("Former Owners"), through deeds recorded in Book/Page 13815/281 & 13815/288, and then conveyed to Grantor by deeds dated January 1, 2024, to be recorded in the Nassau County Clerk's Office.
2. The property referenced above comprises approximately 4.1504 +/- acres, and is hereinafter more fully described in Exhibit A.
3. The Department and Former Owners entered into that certain Environmental Easement ("Easement Agreement") dated as of May 20, 2021 and recorded in the in the Nassau County Clerk's Office as Instrument No. 2021-91436. Capitalized terms used herein without definition have the meanings ascribed to them in the Environmental Easement Agreement.
4. Pursuant to Section 1, 2, 3, 4, and 5 of the Easement Agreement, Grantor granted the Department rights and interests that run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of the Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of maintenance, monitoring or operation requirements; and to ensure the potential restriction of future uses of the land that are inconsistent with the stated purpose.
5. The Easement Agreement dated May 20, 2021 erroneously stated:
 - a. In the sixth "WHEREAS" paragraph that
 - i. the Controlled Property "comprises approximately 4.2+/- acres"
 - ii. the Land Title Survey was "dated October 27, 2017 and last revised October 25, 2018 prepared by Barry M. Fahrer"
 - b. In the Schedule "A" Property Description, numerous scrivener's errors.

6. This Amendment to Environmental Easement is filed in order to correct the acreage, survey date, and legal description to that Environmental Easement dated May 20, 2021 and recorded in the in the Nassau County Clerk's Office as Instrument No. 2021-91436.
7. Pursuant to Section 8 of the Easement Agreement, the Department agrees to amend the Easement Agreement in the manner prescribed by Article 9 of the Real Property Law.

AMENDMENT OF ENVIRONMENTAL EASEMENT

- A. The above recitals are hereby incorporated into this Amendment of Environmental Easement.
- B. The Department and Grantor hereby agree that the sixth "WHEREAS" paragraph of the Environmental Easement is hereby amended to read as follows:

"WHEREAS, the property subject to this Environmental Easement (the "Controlled Property") comprises approximately 4.1504 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 24, 2019, and last revised August 1, 2024, prepared by Frank Galluzzo"

- C. The Department and Grantor hereby agree that the Schedule "A" Property Description to the Environmental Easement is hereby amended to read as follows:

"BEGINNING at a point on the southerly side of Second Street, distant 2240.00 feet easterly from the corner formed by the intersection of the southerly side of Second Street and the easterly side of Roslyn Road;

RUNNING THENCE along the southerly side of Second Street, North 82 degrees 08 minutes 10 seconds east, 644.10 feet;

THENCE south 7 degrees 51 minutes 50 seconds east 271.976 feet to the northerly side of the land of the Long Island Rail Road;

THENCE along the northerly side of the last mentioned land, south 82 degrees 08 minutes 10 seconds west 243.307 feet;

THENCE along the last mentioned land, south 2 degrees 54 minutes 20 seconds east 14.07 feet;

THENCE along said land, south 82 degrees 08 minutes 10 seconds west 399.59 feet;

THENCE north 7 degrees 51 minutes 50 seconds west 286.00 feet to the southerly side of Second Street, at the point or place of beginning."

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- D. All other terms of the May 20, 2021 Environmental Easement shall remain in effect.
 - E. This Amendment of Environmental Easement inures to and binds the parties hereto and their respective successors and assigns.
 - F. This Amendment of Environmental Easement shall be governed by and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this Amendment to Environmental Easement to be signed in its name.

Steel Allen Air LLC:

By: 

Print Name: Joseph Lostritto
Principal

Title: _____ Date: 8/16/2024

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 16th day of AUGUST, in the year 2024, before me, the undersigned, personally appeared JOSEPH LOSTRITTO, 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

WENZEL MARK RICHARD
Notary Public, State of New York
Reg. No. 01WE6367249
Qualified in Nassau County
Commission Expires November 13, 2025

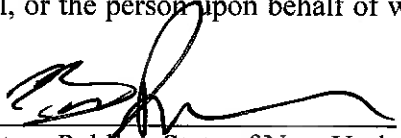
THIS AMENDMENT OF THE ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: Andrew Guglielmi
Andrew O. Guglielmi / Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 19TH day of August, in the year 2024, before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his 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

Brian Rashkow
Notary Public, State of New York
No. 02RA0015985
Qualified in Saratoga County
Commission Expires November 10, 2027

SCHEDULE "A" PROPERTY DESCRIPTION

BEGINNING at a point on the southerly side of Second Street, distant 2240.00 feet easterly from the corner formed by the intersection of the southerly side of Second Street and the easterly side of Roslyn Road;

RUNNING THENCE along the southerly side of Second Street, North 82 degrees 08 minutes 10 seconds east, 644.10 feet;

THENCE south 7 degrees 51 minutes 50 seconds east 271.976 feet to the northerly side of the land of the Long Island Rail Road;

THENCE along the northerly side of the last mentioned land, south 82 degrees 08 minutes 10 seconds west 243.307 feet;

THENCE along the last mentioned land, south 2 degrees 54 minutes 20 seconds east 14.07 feet;

THENCE along said land, south 82 degrees 08 minutes 10 seconds west 399.59 feet;

THENCE north 7 degrees 51 minutes 50 seconds west 286.00 feet to the southerly side of Second Street, at the point or place of beginning.

ORIGIN ID:BPAA (516) 465-0015

MARY BLUONO
STEEL EQUITIES
999 S OYSTER BAY RD
SUITE 200
BELHPAGE, NY 11714
UNITED STATES US

SHIP DATE: 19AUG24
ACTWG.T: 1.00 LB
CAD: 257671006/INET74535

TO

BILL SENDER

JULIA SMITH

STEWART TITLE INSURANCE CO.

711 WESTCHESTER AVENUE

SUITE 302

WHITE PLAINS NY 10604

REF: (914) 993-9393

DEPT:



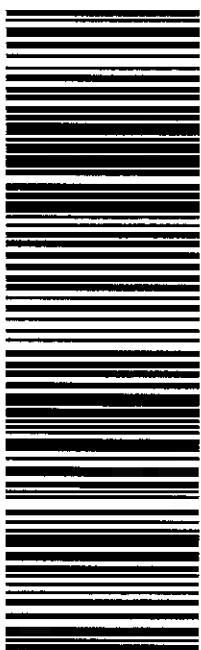
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TRK# 0201 7780 1764 8128

TUE - 20 AUG 10:30A
PRIORITY OVERNIGHT

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10604
NY-US SWF



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