



60 2025 00043097

Nassau County  
Maureen O'Connell  
County Clerk  
Mineola, NY 11501

Instrument Number: 2025- 00043097

As

D06 - AGREEMENT

Recorded On:

July 11, 2025

Parties:

TO KLEIN COSTCO LLC

TO

Billable Pages: 14

Num Of Pages: 15

Recorded By: JANE PERDUE ADAMS

Comment:

**\*\* Examined and Charged as Follows: \*\***

D06 - AGREEMENT	115.00	Blocks - Deeds - \$300	300.00	Tax Affidavit TP 584	5.00
Recording Charge:	420.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	0.00	0.00	RE 23216	Basic	0.00 Spec ASST
HEMPSTEAD				Local NY CITY	0.00 Spec ADDL SONYMA
				Additional MTA	0.00 Transfer
Tax Charge:	0.00				

## Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	43	400	502		HEMPSTEAD
2	43	400	720		HEMPSTEAD

**\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

## File Information:

Document Number: 2025- 00043097  
Receipt Number: 3559121  
Recorded Date/Time: July 11, 2025 10:55:45A  
Book-Vol/Pg: Bk-D VI-14642 Pg-655  
Cashier / Station: 0 CMC / NCCL-CDMG243

## Record and Return To:

LANGDON TITLE AGENCY  
132 WEST 36TH STREET SUITE 500  
NEW YORK NY 10018



*Maureen O'Connell*

County Clerk Maureen O'Connell

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

*as of*  
**THIS INDENTURE** made this 14 day of May, 2025, between Owners in common Klein-  
Costco, LLC, 2066 East-West, LLC, Gate Oceanside LLC, Landmark Oceanside LLC, DA  
Oceanside LLC and 330 Oceanside LLC, collectively having an office c/o Nike Equities, 25A  
Hanover Road, Suite 350, Florham Park, NJ 07932 (collectively, the "Grantor"), Chevron U.S.A.  
Inc. being a former property owner and responsible party related to NYSDEC Site #130165  
("Chevron"), 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; and

**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 1 Industrial Place, Oceanside,  
County of Nassau and State of New York, known and designated on the tax map of the County  
Clerk of Nassau County as tax map parcel numbers Section 43, Block 400, Lot 502 and part of Lot  
720, being the same as that property conveyed to Grantor by deed dated November 14, 2019 and  
recorded in the Nassau County Clerk's Office on December 5, 2019 in Bk-D, VI-13883, Pg-743,  
Document No. 2019 - 00107346. The property subject to this Environmental Easement (the  
"Controlled Property") comprises approximately 7.166 +/- acres, and is hereinafter more fully  
described in the Land Title Survey dated March 12, 2025, prepared by Colliers Engineering and  
Design, 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**, Chevron, and/or its predecessors or affiliates, is the former owner of the Former Gulf Oil Terminal, located at 1 Industrial Place, Oceanside, Town of Hempstead, Nassau County, New York. The Controlled Property is listed in the Registry of Inactive Hazardous Waste Disposal Sites in New York State as Site Number 130165. An Order on Consent and Administrative Settlement was entered into between Chevron and NYSDEC on December 23, 2009 (Index # W3-1142-09-08, Site #130165). The Order obligates Chevron to implement a remedial program for the contamination associated with its previous petroleum storage terminal operations.

**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 an Order on Consent and Administrative Settlement, Index Number, W3-1142-09-08, Grantor conveys to Grantee a recorded 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, Chevron, 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 until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36, 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; to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose; and by specifying Grantor's obligation to provide access and comply with the use restrictions set forth below.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") to be developed by Chevron, approved by the Department and consented to by the Grantor, including any and all amendments to the SMP approved by the Department and consented to by the Grantor 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 Chevron and the Grantor's and Chevron's successors and assigns, and are enforceable in law or equity against Chevron or 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). Commercial uses shall include, but not be limited to, office uses and retail uses such as grocery store, pharmacy, liquor store, restaurant, vehicle fueling facility, car wash, specialty retail store, department store, wholesale or retail general merchandise facility;

(2) The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6 NYCRR 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.

(3) All Engineering Controls must be operated and maintained by Chevron as specified in the Site Management Plan (SMP) developed by Chevron, approved by the Department and consented to by the Grantor;

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

(5) 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;

(6) Groundwater and other environmental or public health monitoring must be performed by Chevron as defined in the SMP. Community air monitoring is required to be performed by Chevron or Grantor, as applicable, for soil disturbances within areas of residual soil impacts as defined in Appendix B, Excavation Work Plan, and Appendix F, Generic Community Air Monitoring Plan, of the SMP;

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

(8) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

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

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

(11) 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 SMP describes obligations that Chevron has agreed to undertake, as the Responsible Party or its successor and assign. Chevron's assumption of the obligations contained in the SMP, which include, but are not limited to, sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of (i) the Department's determination that the Controlled Property is safe for a specific



use, but not all uses, and (ii) Grantor's consent to this Environmental Easement and the SMP. The SMP may be modified in accordance with the Department's statutory and regulatory authority upon notice to, and with the consent of, Grantor. The Grantor is obligated only to provide access to the Controlled Property, to comply with the use limitations outlined in this Environmental Easement, and to comply with the restrictions in and requirements of the SMP as they apply to Grantor's activities on the Controlled Property. Grantor shall provide 30-days' notice to Chevron of any material redevelopment of and/or modifications to the Controlled Property that is inconsistent with the uses authorized by this Environmental Easement.

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

D. 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 granted by Grantor 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 issued after the date of this Environmental Easement.

G. Chevron covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC, with a simultaneous copy to Grantor, 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.

H. Within ten (10) business days of any reasonable request by Chevron for available information necessary for Chevron to comply with its obligations under this Environmental Easement, including but not limited to Chevron's SMP obligations under Section 2(B) and its reporting obligations under Section 2(G), Grantor shall provide any non-privileged information in its custody and control to Chevron.

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. Subject to the Grantor's reserved rights, this Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Chevron, and Grantee, or any affected local government, as defined in ECL Section 71-3603, against, as applicable, Chevron, 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 and Chevron of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor or Chevron can cure such breach or suspected breach and give Grantor and Chevron 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 and Chevron 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: 130165  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany, NY 12233-5500

With a copy to: Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233-5500

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.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. - Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or

counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Obligations Several Not Joint and Several. The obligations imposed by this instrument upon Grantor and Chevron shall be several and not joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in their names.

Klein-Costco, LLC

By: Jacob Klein

Print Name: Jacob Klein 4/9/2025

Title: Manager Date:

**Grantor's Acknowledgment**

STATE OF NY )

COUNTY OF B Morris ) ss:

On the 9th day of April, in the year 2025, before me, the undersigned, personally appeared Jacob Klein, 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 Jersey

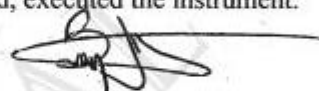




2066 East-West, LLC

By: Print Name: LOUIS VAGIOSTitle: MANAGER Date: 4/9/25**Grantor's Acknowledgment**STATE OF New Jersey)COUNTY OF Monmouth) ss:


On the 9th day of April, in the year 2025, before me, the undersigned, personally appeared LOUIS VAGIOS, 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 Jersey  
**BENJAMIN J. KLIBANOFF**  
Notary Public, State of New Jersey  
Comm. # 50206641  
My Commission Expires 2/8/2028

Gate Oceanside LLC

By: Print Name: Laurence J. LiebowitzTitle: Manager Date: 4/9/25**Grantor's Acknowledgment**STATE OF New Jersey)COUNTY OF Union) ss:

On the 9th day of April, in the year 2025, before me, the undersigned, personally appeared Laurence J. Liebowitz, 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 Jersey  
**KYLE C. STAR**  
Notary Public, State of New Jersey  
Commission # 50055458  
My Commission Expires 2/23/2027

Landmark Oceanside LLC

By: Laurence J. Liebowitz  
Print Name: Laurence J. Liebowitz  
Title: Manager Date: 4/9/25

**Grantor's Acknowledgment**

STATE OF New Jersey )  
 ) ss:  
COUNTY OF Union )

On the 9<sup>th</sup> day of April, in the year 2025, before me, the undersigned, personally appeared Laurence J. Liebowitz, 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 Jersey

KYLE C. STAR  
Notary Public, State of New Jersey  
Commission # 50055456  
My Commission Expires 2/23/2027

DA Oceanside LLC

By: [Signature]  
Print Name: P. Tom Towner  
Title: Manager Date: 4/9/25

**Grantor's Acknowledgment**

STATE OF New Jersey )  
 ) ss:  
COUNTY OF Union )

On the 9<sup>th</sup> day of April, in the year 2025, before me, the undersigned, personally appeared P. Tom Towner, 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 Jersey

KYLE C. STAR  
Notary Public, State of New Jersey  
Commission # 50055456  
My Commission Expires 2/23/2027

330 Oceanside LLC

By: Robert Jacoby  
Print Name: ELLIOT JACOBY  
Title: MANAGER Date: 2/19/2025

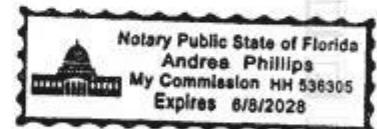
## Grantor's Acknowledgment

STATE OF FLORIDA

) ss:

COUNTY OF PAIM BAY

On the 19 day of Feb, in the year 2025, before me, the undersigned, personally appeared Robert Jacoby, 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 Floridaf. PhillipsPrint Name: Andrea PhillipsNotary Public Serial No: H4536305Commission Expiry Date: 6/8/2028

IN WITNESS WHEREOF, Chevron has caused this instrument to be signed in its name.

Chevron U.S.A. Inc.:

By: 

Print Name: Scott M. Banks

Title: Assistant Secretary

Date: May 1, 2025

**Chevron's Acknowledgment**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On the 1st day of May, in the year 2025, before me, A. Freschi, Notary Public, personally appeared Scott M. Banks, 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Notary Public - State of California

WITNESS my hand and official seal



Signature 

(Seal)



**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: Andrew Guglielmi

Andrew Guglielmi, Director

Division of Environmental Remediation

**Grantee's Acknowledgment**

STATE OF NEW YORK )

) ss:

COUNTY OF ALBANY )

On the 14th day of MAY, in the year 2025, before me, the undersigned, personally appeared Andrew Guglielmi, 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

Cheryl A. Salem

Cheryl A. Salem  
Notary Public State of New York  
Registration No. 01SA0002177  
Qualified In Albany County  
My Commission Expires March 3, 2027

**SCHEDULE "A" PROPERTY DESCRIPTION**

All that certain lot, tract or parcel of land situate, lying and being in the Town of Hempstead, the County of Nassau, and the State of New York, and being an environmental easement encompassing all of Lot 502, Block 400 and a portion of Lot 720, in Block 400, Section 43 as shown on the plan entitled, "Boundary Survey for Arcadis 'Chevron facility 6518040', Section 43, Block 400, Tax Lots 502 & A Portion of Tax Lot 720, Town of Hempstead, Nassau County, New York," prepared by Colliers Engineering & Design, dated 04/14/2023, last revised on 03/12/2025, and being more particularly bounded and described as follows:

**BEGINNING** at a point of intersection formed by the northerly line of Industrial Place (50' wide R.O.W.) With the easterly line of Hampton Road (50' wide R.O.W.), and from said point of beginning, running, thence -

1. **N 11°52'30" W 500.00 feet**, along the easterly line of Hampton Road to a point where the same is intersected by the northerly line of Lot 502, Block 400; thence -

Along the said northerly line of Lots 502 and 720, Block 400 the following three (3) courses;

2. **N 78°07'30" E 350.00 feet**, thence -
3. **N 74°48'30" E 50.08 feet**, thence -
4. **N 78°07'30" E 100.00 feet**, to the easterly line of said Lot 720, thence -
5. **S 11°52'30" E 677.99 feet**, along said easterly line of said Lot 720, to the southerly line of said Lot 720, thence -
6. **S 88° 19' 30" W 21.75 feet**, along the southerly line of said Lot 720, thence - Running through said Lot 720, and along a metal bulkhead the following **two (2)** courses:
  7. **S 81° 00' 14" E 140.24 feet**, thence -
  8. **N 47° 53' 58" E 57.05 feet**, to the aforesaid southerly line of lot 720, thence -
  9. **S 78° 07' 30" W 248.31 feet**, to a point on the line dividing Lots 646 and 720, Block 400, thence -
  10. **N 11°52'30" W 100.00 feet**, along the said dividing line, to a point on the southerly line of Industrial Place (50' wide R.O.W.), thence -
  11. **N 78° 07' 30" E, 100.00 feet**, along the said southerly line of Industrial Place and beyond, through a portion of Lot 720, Block 400, thence -

12. **N 11° 52' 30" W, 50.00 feet**, to the northeastward extension of the northerly line of said Industrial Place, thence -
13. **S 78° 07' 30" W, 150.00 feet**, along the said northeastward extension, and beyond, along the said northerly line of industrial place to the point and place of **BEGINNING**.

Containing:  $\pm 312,162$  square feet of land more or less or  $\pm 7.166$  acres of land more or less.

Record + Return:  
Langdon Title Agency  
132 West 36<sup>th</sup> Street  
Suite 500  
New York, NY 10018