

New York State Department of Environmental Conservation

**AGREEMENT for TEMPORARY ACCESS and USE of PROPERTY PURSUANT TO
ENVIRONMENTAL CONSERVATION LAW SECTIONS 27-1309, 27-1313(8) and
OTHER ECL SECTIONS**

This agreement (the "AGREEMENT") is between RICHMOND ASSOCIATES, LP with its offices located at 400 Broadhollow Road, Suite 302, Melville, New York 11747, hereinafter referred to as "RICHMOND ASSOCIATES", and the COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the DEPARTMENT", pursuant to the above cited laws,

WITNESSETH:

WHEREAS, RICHMOND ASSOCIATES represents as follows:

- a) RICHMOND ASSOCIATES currently holds title to the real property located at 601 Cantiague Rock Road in Westbury, Nassau County (the "Property") identified as:

<u>Section</u>	<u>Block</u>	<u>Lots</u>
11	B	42, 993, and 994

Pursuant to a Deed dated November 1, 2019 and filed in the Nassau County Clerk's Office on January 28, 2020 in Liber 13905 at Page 689.

- b) RICHMOND ASSOCIATES is authorized to grant access to the Property.

WHEREAS, the DEPARTMENT listed the Property on the Registry of Inactive Hazardous Waste Disposal Sites in New York State with a Classification of "2" pursuant to Environmental Conservation Law ("ECL") Section 27-1305. The DEPARTMENT assigned Site No. 130172 to the Site.

WHEREAS, The DEPARTMENT issued a Record of Decision ("ROD") in July 2016 that describes the remedy selected by the DEPARTMENT to address the prior disposal of hazardous wastes at the Property, which resulted in a significant threat to human health and the environment. The remedial program in the ROD, includes, among other things, (1) the continued operation of the air sparge and soil vapor extraction (AS/SVE") system installed at the Property in 2012; (2) implementation of in-situ chemical oxidation ("ISCO") by injecting a chemical oxidant into the subsurface to treat contaminants in soil and ground water at the Property; (3) employment of in-situ enhanced bioremediation to treat contaminants in soil and groundwater in areas downgradient of the source area; and (4) installation of a sub-slab depressurization system, or similar engineered system to mitigate the migration of vapors into the building at the Property from soil and/or groundwater contamination.

WHEREAS, The Property will be entered upon and occupied by the DEPARTMENT, its representatives, employees, agents and/or contractors, collectively its "Agents" for the *performance of work thereon for one or more of the purposes set forth in the ECL Sections 27-1309(3)-(4) and 27-1313(8)*, and particularly for the purpose of conducting remedial activities at the Property as described in the ROD.

WHEREAS, in connection with the ROD, the DEPARTMENT seeks to install and monitor a well to be named "SF-MW-301ML" on the Property.

NOW THEREFORE, the parties hereto agree as follows:

1. This AGREEMENT is to facilitate the entry of the DEPARTMENT and its Agents onto the Property to conduct activities authorized by the New York State ECL. It shall not convey any interest in the Property to the State of New York.
2. Upon request by RICHMOND ASSOCIATES, the DEPARTMENT will provide status reports to RICHMOND ASSOCIATES of remedial activities associated with the Property.
3. RICHMOND ASSOCIATES will permit entry on and use of the Property by the DEPARTMENT and its Agents to use the property to:
 - a. Collect soil, groundwater, soil vapor and indoor air samples;
 - b. Install, implement, operate and maintain remedial systems identified in the ROD and any additional remedial systems deemed necessary by the DEPARTMENT to address the significant threat to human health and the environment at the Property;
 - c. Remove any material generated from the DEPARTMENT's remedial activities;
 - d. Utilize areas for the delivery and storage of equipment to be used in performing the remedial program at and near the Property;
 - e. Park the vehicles of DEPARTMENT and its Agents;
 - f. Perform site restoration activities; and
 - g. Carry on any activity necessary for the remediation of the Property, including site management (as necessary), together with the rights at all times during the duration of this AGREEMENT of ingress, egress and regress by the DEPARTMENT and its Agents, for the purposes connected with the above work.
4. The DEPARTMENT covenants that all work to be performed hereunder will be done at no cost or expense to RICHMOND ASSOCIATES; provided, however, that this does not

constitute a waiver of any rights the DEPARTMENT may have to recover such costs from any responsible party, pursuant to relevant portions of statutory or common law.

5. Prior to the termination of this AGREEMENT, the DEPARTMENT, at its cost and expense, will remove all equipment and structures and reasonably restore the Property to its pre-existing condition, generally consisting of, but not limited to, placement and grading of clean backfill, reseeding of disturbed areas, re-vegetating disturbed areas, replacement in kind of disturbed driveway areas and replacing in kind of disturbed concrete walkways.
6. The DEPARTMENT's contractor has comprehensive liability insurance for activities conducted on the Property. The DEPARTMENT's contractor will include RICHMOND ASSOCIATES as an additional insured on its comprehensive liability insurance policy. The DEPARTMENT will cooperate with RICHMOND ASSOCIATES in pursuing with the insurer any claim that may arise.
7. The DEPARTMENT and its Agents agree to work with RICHMOND ASSOCIATES to locate and store equipment in a manner to minimize interference with the use of the Property by RICHMOND ASSOCIATES and its tenants. The DEPARTMENT's Project Manager will be available to discuss any potential business interruptions that may be caused by the work to be performed at the Property with RICHMOND ASSOCIATES prior to the performance of the work.
8. This AGREEMENT constitutes the entire agreement between the DEPARTMENT and RICHMOND ASSOCIATES and may not be modified or amended except in writing signed by both parties.
9. By signing this AGREEMENT, each signatory warrants that he/she has taken all steps necessary for the approval thereof and has the legal authority to bind the party for which he/she signs.
10. This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. To expedite the signing of this AGREEMENT, any signature page of any such counterpart may be attached or appended to any other counterpart to complete a fully executed counterpart to this AGREEMENT. Electronic transmission of any such signature page via DocuSign or Adobe Sign shall be deemed original and binding in all respects.
11. This AGREEMENT shall inure to the benefits of and bind the distributees, legal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date indicated opposite each signature.

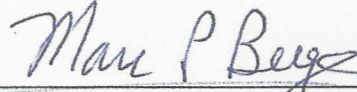
Dated:

Aug 23, 2025

RICHMOND ASSOCIATES, LP

By: MHM Realty Group, Inc., its General Partner

By:



Marc P. Beige, its President

Dated: *9/2/2025*

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

