

QUITCLAIM DEED

THIS INDENTURE, made this 3rd day of April, 2008, by and between the UNITED STATES OF AMERICA, acting by and through the Commanding Officer, Naval Facilities Engineering Command, Mid-Atlantic, under the direction of the Secretary of the Navy, 9742 Maryland Avenue, Norfolk, Virginia, 23511, hereinafter referred to as the GOVERNMENT, and the COUNTY OF NASSAU, 1550 Franklin Avenue, Mineola, New York 11501, hereinafter referred to as the GRANTEE, and

WITNESSETH:

WHEREAS, the GOVERNMENT has determined that certain portions of the facility known as the Naval Weapons Industrial Reserve Plant (NWIRP), Bethpage, Town of Oyster Bay, New York, are not needed for a public purpose; and

WHEREAS, United States Public Law 105-85 at Section 2852, hereinafter referred to as "Public Law", provides the Secretary of the Navy the authority to convey the NWIRP to the GRANTEE pursuant to certain conditions, restrictions and limitations contained in the Public Law, and is incorporated by reference herein.

WITNESSETH:

That the GOVERNMENT in accordance with the Public Law does, subject to any easements and encumbrances of record and subject to the reservations, exceptions, notices, covenants, conditions and restrictions expressly contained herein, remise, release and quitclaim unto the GRANTEE, its successors and assigns, to have and to hold forever, except as specifically described below and as specifically required by Title 42, United States Code at Section 9620(h)(3)(A) and as provided herein, without any warranty express or implied, except as otherwise provided herein, all right, title and interest, which the GOVERNMENT has in that certain real property identified as the 96-Acre Parcel, the Portion of Bed of 11th Street Parcel, and the Portion of Bed of Thomas Avenue Parcel (collectively the "96-Acre Parcel") more fully described in the legal descriptions attached hereto as Exhibit "A" and made a part hereof including, but not limited to, the underlying estate, buildings, structures, improvements and related personal property situated thereon together with the real property, being a portion of the premises described in the deed from Grumman Aircraft Engineering Corporation, dated April 15, 1947, and recorded June 6, 1947, in the Nassau County Clerk's Office in liber 3344 at Pages 154 through 158.

Meaning and intending to convey, and hereby conveying a total of 96.0564 acres of land, more or less.

REVERSIONARY INTERESTS, NOTICES, COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS

Reversionary Interest: In accordance with the requirements as set forth in the Public Law, if at any time during the five-year period beginning on the date of conveyance herein, the Secretary of the Navy, Department of the Navy, United States of America, determines that the 96-Acre Parcel is not being used for economic redevelopment purposes or such other public purposes as set forth in subsection (b) of the Public Law, all right, title and interest in and to the 96-Acre Parcel shall revert to the GOVERNMENT, and the GOVERNMENT shall have the right of immediate entry thereon.

Reservation of Easements to the GOVERNMENT: The GOVERNMENT expressly reserves for itself, its successors and assigns the below described easements that serve, benefit, and are appurtenant to that certain adjacent GOVERNMENT property, consisting of approximately 8.7061 acres, more or less, (hereinafter "Adjacent Government Property"), which is further described in Exhibit "B", attached hereto and made a part hereof. Upon acceptance by the GRANTEE, COUNTY OF NASSAU, of a Quitclaim Deed for the 8.7061 acres, more or less, contained in the Adjacent Government Property, the below described reservations of easement and any related rights shall automatically terminate:

A. Reservation of Access Easement: The GOVERNMENT expressly reserves for itself and its agents an easement and right-of-way for the purpose of ingress and egress for such pedestrian, and private and commercial vehicular traffic as is reasonably necessary to ensure convenient access over, across and through those areas within the 96-Acre Parcel, as more fully described in the description attached hereto as Exhibit "C" and made a part hereof. The parties do agree that said access easement or a portion thereof can be relocated to a mutually agreeable location that allows reasonable and convenient access to the Adjacent Government Property. If another location is agreed upon by the parties, the GRANTEE shall reimburse the GOVERNMENT for all costs including, but not limited to, the administrative costs of preparing any easement documents as well as any other administrative cost to the GOVERNMENT such as the costs of compliance with any applicable National Environmental Policy Act requirements and/or the costs to perform an environmental condition of property analysis. With the GOVERNMENT'S concurrence, the GRANTEE can prepare said studies to the GOVERNMENT'S standards. The GRANTEE further agrees to provide all surveys and to record said documents.

B. Reservation of General Utility Easement: The GOVERNMENT expressly reserves a general easement for the construction, installation, operation, maintenance, repair and replacement of utility lines on, in, over and under those portions of the 96-Acre Parcel as the GOVERNMENT determines is necessary for support of operational requirements at the Adjacent Government Property as well as for any environmental testing or remediation as the GOVERNMENT may need to perform elsewhere on the 96-Acre Parcel. In addition, the GOVERNMENT reserves for itself, its successors and assigns the right to connect to GRANTEE'S utilities located on, in,

over and under the 96-Acre Parcel in order to support the GOVERNMENT'S activities at the Adjacent Government Property, provided that in no event shall the GRANTEE incur any cost or liability for the GOVERNMENT making such connection.

C. Reservation of Easement regarding Equipment Storage Pad: The GOVERNMENT expressly reserves for itself and its agents, an easement for the exclusive use of an equipment storage pad, on and over that certain area within the 96-Acre Parcel, as more fully described in the description attached hereto as Exhibit "D" and made a part hereof. Also, the GOVERNMENT expressly reserves for itself and its agents, an easement and right-of-way for the purpose of ingress and egress for pedestrian, and private and commercial vehicular traffic as is reasonably necessary to ensure access to the aforementioned equipment storage pad, along with the right to operate and maintain a sewer discharge line, as more fully described in the descriptions in said Exhibit "D". The parties do agree that said equipment storage pad easement or a portion thereof can be relocated to a mutually agreeable location that provides similar and reasonable storage for the GOVERNMENT. If another location is agreed upon by the parties, the GRANTEE shall reimburse the GOVERNMENT for all costs including, but not limited to, the administrative costs of preparing an easement documents and any administrative cost to the GOVERNMENT such as the costs of compliance with any applicable National Environmental Policy Act requirements and/or the costs to perform an environmental condition of property analysis. With the GOVERNMENT'S concurrence, the GRANTEE can prepare said studies to the GOVERNMENT'S standards. The GRANTEE further agrees to provide all surveys and to record said documents.

D. Reservation of Easement regarding Recharge Basins: The GOVERNMENT expressly reserves the right to use in common with the GRANTEE the existing storm distribution system located on, over, across and under the 96-Acre Parcel, along with the right to drain and discharge storm water from the Adjacent Government Property into the recharge basins situated on the 96-Acre Parcel, and more fully described in the description attached hereto as Exhibit "E" and made a part hereof.

Notice of Environmental Condition: Information concerning the environmental condition of the 96-Acre Parcel is contained in the documents known as the Environmental Baseline Survey to Transfer (EBST) for the Main 105-Acre Parcel, Naval Weapons Industrial Reserve Plant, Bethpage, New York, dated September 2000, Revision 1 of February 2002, Revision 2 of January 2003, Navy's Final Asbestos Survey/Update of April 1999, the Finding of Suitability to Transfer (FOST) for the Main 105-Acre Parcel, at the former Naval Weapons Industrial Reserve Plant, Bethpage, New York, dated 20 October 2003, the Environmental Baseline Survey of the 96-Acre Parcel Update of September 2007, the Finding of Suitability to Transfer (FOST) Update of 26 February 2008, and the Asbestos Re-inspection Survey Report, dated 13 August 2007, at the former NWIRP Bethpage, New York, which are incorporated herein by reference, and the receipt of which are hereby acknowledged by the GRANTEE.

Covenant required by Title 42, United States Code at Section 9620(h)(3)(A) and (B): In accordance with the requirements and limitations contained in *Title 42, United States Code at Section 9620(h)(3)(A) and (B)*, the GOVERNMENT hereby warrants that:

(a) all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the 96-Acre Parcel has been taken, and

(b) any additional remedial action found to be necessary with respect to such remaining hazardous substances after delivery of this Quitclaim Deed shall be conducted by the GOVERNMENT.

Reservation of Access required by Title 42, United States Code at Section 9620(h)(3)(A):

In accordance with the requirements and limitations contained in *Title 42, United States Code at Section 9620(h)(3)(A)*, the GOVERNMENT expressly reserves all reasonable and appropriate rights of access to the 96-Acre Parcel described herein when remedial action or corrective action is found to be necessary after delivery of this Quitclaim Deed. The right of access described herein shall include the right to conduct tests, investigations and surveys including, where necessary, drilling, test-pitting, boring, and other similar activities. Such rights shall also include the right to conduct, operate, maintain or undertake any other response or remedial action as required or necessary including, but not limited to, monitoring wells, pumping wells and treatment facilities. Said activities shall also be performed with necessary precautions, including appropriate monitoring and controls, to ensure that these are done in a manner protective of human health and environment. The GRANTEE agrees to comply with activities of the GOVERNMENT in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the GOVERNMENT. Any such entry, including activities, responses or remedial actions, shall be coordinated with the GRANTEE, its successors and assigns, and shall be performed in a manner which minimizes (a) any damage to any structures on the 96-Acre Parcel; and (b) any disruptions of the use and enjoyment of the 96-Acre Parcel.

Covenant Regarding Lead-Based Paint: The GRANTEE covenants and agrees that it will comply with all federal, state, and local laws relating to lead-based paint in its use and occupancy of the 96-Acre Parcel (including demolition and disposal of existing improvements). The GRANTEE shall hold harmless and indemnify the GOVERNMENT from and against any and all loss, judgments, claims, demands, expenses, or damages or whatever nature or kind which might arise or be made against the GOVERNMENT as a result of lead-based paint having been present on the 96-Acre Parcel herein described. Improvements on the 96-Acre Parcel were constructed prior to 1978 and, as with all such improvements, a lead-based paint hazard may be present.

Covenant Regarding Asbestos: The GRANTEE is hereby informed and does acknowledge that asbestos or asbestos containing materials (ACMs) have been found and are otherwise presumed to exist in buildings and structures on the 96-Acre Parcel. The GOVERNMENT covenants that it has provided to the GRANTEE all documentation regarding the presence of any known ACMs, and the GRANTEE acknowledges receipt of documentation disclosing the presence of any

known ACMs in the buildings and structures on the 96-Acre Parcel. The GRANTEE covenants that it will and will require future transferees of the 96-Acre Parcel to prohibit occupancy of buildings and structures, or portions thereof, containing known friable, accessible, or damaged ACMs prior to abatement of the friable, accessible, or damaged ACMs or demolition of the building or structure, as may be required by applicable law.

The GRANTEE covenants and agrees that it shall and shall require future transferees of the 96-Acre Parcel, that in its use and occupancy of the 96-Acre Parcel, including but not limited to demolition of buildings containing ACMs, it will comply with all applicable, federal, state and local laws relating to ACMs. The GRANTEE acknowledges that the GOVERNMENT assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or activity causing or leading to contact of any kind whatsoever with ACMs in the structures on the 96-Acre Parcel, arising after the conveyance of the 96-Acre Property from the GOVERNMENT to the GRANTEE, whether the GRANTEE has properly warned, or failed to properly warn the persons injured. Section 102-75.335 of Title 41 of the Code of Federal Regulations (Federal Management Regulation) contains complete warnings and responsibilities relating to asbestos-laden materials, and is attached hereto and made a part hereof as Exhibit "G".

The GRANTEE covenants and agrees that it shall and shall require future transferees of the 96-Acre Parcel, that upon demolition of the improvements located on the 96-Acre Parcel, all ACMs shall be removed in accordance with the EPA National Emission Standard for Hazardous Air Pollutants (NESHAP), 40 C.F.R. at Section 61, Subpart M and the applicable New York state regulations.

Covenant and Restriction Regarding Use of Groundwater: The GRANTEE, its successors and assigns, are hereby warned and do acknowledge that use of the groundwater on the 96-Acre Parcel subject to this Quitclaim Deed is restricted. The GRANTEE hereby covenants and agrees that any groundwater extraction from within the boundaries of the 96-Acre Parcel is prohibited without the prior written approval of the New York State Department of Environmental Conservation (NYSDEC). This covenant hereby attaches to the 96-Acre Parcel and shall run with the land and be binding upon all successors and assigns in title thereto.

Covenant and Restriction Regarding Excavation: The GRANTEE, its successors and assigns, are hereby notified that residual chemicals exist at various Areas of Concern (AOCs) throughout the 96-Acre Parcel in subsurface soils at various depths but no shallower than 6 inches below land surface. The location of these AOCs are identified and summary information regarding each AOC can be found in Appendix A of the Environmental Baseline Survey to Transfer for NWIRP Bethpage dated January 2003. The GRANTEE, its successors and assigns are hereby notified that these residual chemicals, in some instances, do exceed NYSDEC TAGM 4046 State Recommended Soil Clean-up Objectives. In response, the GOVERNMENT hereby notifies the GRANTEE that for all AOCs, a barrier of either soil, gravel, concrete, or a combination of same is currently in place in order to eliminate potential exposure pathways to these residual chemicals. The GRANTEE hereby covenants on behalf of itself, its successors, and assigns that a request shall be submitted to NYSDEC for review and approval before excavating or otherwise

disturbing subsurface soils at designated AOC areas. Any contaminated soils that are excavated from the 96-Acre Parcel must be properly disposed at appropriate off-site locations.

Covenant and Restriction Regarding Development for Permanent Residential Use: The GRANTEE hereby covenants, on behalf of itself, its successors, and assigns that the 96-Acre Parcel will only be used for non-residential purposes.

Vapor Intrusion Covenant: The GRANTEE, its successors and assigns, do hereby acknowledge that the latest use of any existing building located on the Navy's 96-Acre Parcel was non-residential and that the current quality of the indoor air within any existing building located at the 96-Acre Parcel meets those standards for occupancy of a commercial/industrial building as set forth by the Occupational Safety and Health Administration (OSHA). The GRANTEE, by acceptance of this Quitclaim Deed, covenants and agrees, for itself, its successors and assigns, that if a change occurs in the use of any building for uses other than commercial/industrial or a change occurs in the existing floor plan of any building, prior notification and written permission must first be secured from NYSDEC. The GRANTEE further covenants and agrees, for itself, its successors and assigns, that in order to prevent any potential impact to indoor air quality, any new structures built on the 96-Acre Parcel shall, if deemed necessary by NYSDEC, include a sub-slab venting/depressurization system designed by an engineer licensed to practice in the State of New York.

Reservation of Easement regarding Groundwater Monitoring Wells: The GOVERNMENT and its assigns expressly reserves for itself an easement to certain areas located within the 96-acre Parcel, more fully described in the description attached hereto as Exhibit "F" and made a part hereof, solely for (a) the periodic sampling of existing groundwater monitoring wells necessary as part of the Navy's ongoing Installation Restoration Program, and (b) the maintenance of the groundwater monitoring wells. GOVERNMENT shall offer to (i) provide, whenever practicable before each sampling event, written notice to the GRANTEE, (ii) permit the GRANTEE to split all samples taken, and (iii) timely provide the GRANTEE with copies of all analysis obtained. The GOVERNMENT shall, at no cost to the GRANTEE, (i) perform periodic sampling of the groundwater monitoring wells as described above, (ii) maintain these groundwater monitoring wells, and (iii) close the groundwater monitoring wells in accordance with applicable federal, state and local requirements. Upon proper closure of a groundwater monitoring wells, this reservation of easement and the related rights shall automatically terminate.

Notices and Restrictions on Use Pursuant to CERCLA 120(h)(3)(A): In accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Section 120(h)(3)(A), notice is required to be given where hazardous substances were known to have been released, disposed of, or stored for one year or more. Pursuant to this requirement, the GRANTEE, its successors and assigns, are hereby notified that the GOVERNMENT conducted Phase I and Phase II Environmental Baseline Surveys (EBSs) and prepared Tables 9-1 through 9-6 and Figures 8A and 9A of the EBST, dated September 2000, and an Environmental Baseline Survey of the 96-Acre Parcel Update of September 2007, which in combination serve as notices as to the type of hazardous substances that were stored on the 96-Acre Parcel and also those substances where releases had occurred but it was determined that no remedial action was required.

Non-Discrimination: The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the 96-Acre Parcel hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors, and assigns shall not discriminate upon the basis of race, age, color, sex, religion, or national origin in the use, occupancy, sale or lease of the 96-Acre Parcel.

By acceptance of the 96-Acre Parcel covered by this Quitclaim Deed and the concurrent execution of the Lease in Furtherance of Conveyance (LIFOC), Navy Contract Number N40085-07-RP-00114 (LO-10095), the GRANTEE acknowledges and accepts the terms and conditions of both documents and affirms their connection.

AS-IS, WHERE IS: Except as expressly provided for in this Quitclaim Deed, or as a matter of law, the 96-Acre Parcel described herein is conveyed "AS IS and WHERE IS" without representation, warranty or guaranty as to quality, quantity, character, condition, size or kind, or that the same is in a condition, or fit, to be used for the purpose for which intended.

In the event of any conflict between the terms and provisions of this Quitclaim Deed and the terms and provisions of the aforementioned FOST, the terms and provisions of this Quitclaim Deed shall control.

IN WITNESS WHEREOF, this Quitclaim Deed has been executed on the day and year first above written.

UNITED STATES OF AMERICA

By Matthew D. Kurtz
MATTHEW D. KURTZ
Real Estate Contracting Officer
NAVFAC Mid-Atlantic

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

On the 3rd day of April in the year 2008 before me, the undersigned, a Notary Public in and for said State, personally appeared Matthew D. Kurtz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) 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.

Daniel P. Grippo
DANIEL P. GRIPPO
Notary Public, State of New York
No. 4835449
Qualified in Suffolk County
Commission Expires December 31, 2009

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain piece or parcel of land, containing 94.8647 acres, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point at the corner of the intersection of the easterly side of South Oyster Bay Road and the southerly side of the Cherry Avenue Extension; thence, leaving said point and running along the following eight (8) courses and distances: along the southerly side of the Cherry Avenue Extension, S80°52'46"E, 2,762.67 feet to a point; thence, S03°50'49"W, 786.60 feet to a point; thence, N79°20'19"W, 483.33 feet to the centerline of 11th Street; thence, N80°27'06"W, 20.10 feet to a point; thence, along the westerly side of 11th Street, S03°50'19"W, 1,267.13 feet to the northerly side of Thomas Avenue; thence, along the northerly side of Thomas Avenue N86°09'41"W, 1,077.83 feet to the northeasterly side of lands of the Long Island Railroad; thence, along the northeasterly side of said lands N49°41'36"W, 1,112.77 feet to the easterly side of South Oyster Bay Road; thence, along the easterly side of South Oyster Bay Road N06°07'46"W, 1,248.80 feet to a point; thence, leaving said point and continuing along the easterly side of South Oyster Bay Road N06°00'46"W, 362.63 feet to the southerly side of the Cherry Avenue Extension to the POINT OF BEGINNING, containing 94.8647 acres, and being as shown on the drawing entitled, "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE, NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY", by Albert A. Bianco, Professional Land Surveyor – City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "A". EXCEPTING THEREFROM THE ADJACENT GOVERNMENT-OWNED PARCEL OF LAND, CONTAINING 8.7061 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "B" LEGAL DESCRIPTION, AND THE "PRIVATELY-OWNED CEMETERY PLOT" CONTAINING 0.25 OF AN ACRE, MORE OR LESS, DESIGNATED AS SECTION 46, BLOCK G, LOT 5 ON THE NASSAU COUNTY LAND AND TAX MAP, AND BEING AS SHOWN ON SAID EXHIBIT "A" ATTACHED HERETO.

LEGAL DESCRIPTION
PORTION OF BED OF 11TH STREET

All that certain piece of parcel of land containing 0.5713 of an acre, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at the corner of the northerly side of lands of the Long Island Railroad and the easterly side of South Oyster Bay Road; thence, leaving said point and running S49°41'36"E, 1,112.77 feet to a point; thence, S86°09'41"E, 1,077.83 feet to the TRUE POINT OF BEGINNING; thence, leaving said point and running along the following four (4) courses and distances: N03°50'19"E, 1,267.13 feet to a point; S80°27'06"E, 20.10 feet to a point; S03°50'19"W, 1,265.13 feet to a point; thence, N86°09'41"W, 20.00 feet to the POINT OF BEGINNING, containing 0.5713 of an acre, more or less, and being as shown on the drawing entitled, "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE, NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY", by Albert A. Bianco, Professional Land Surveyor – City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "A".

LEGAL DESCRIPTION
PORTION OF BED OF THOMAS AVENUE

All that certain piece or parcel of land, containing 0.6204 of an acre, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point on the northerly side of lands of the Long Island Railroad distant 1,112.77 feet easterly from the corner of said northerly side of lands of the Long Island Railroad and the easterly side of South Oyster Bay Road; thence, leaving said point and running along the following four (4) courses and distances: S86°09'41"E, 1,097.83 feet to a point; thence, S03°50'19"W, 25.00 feet to a point; thence, N86°09'41"W, 1,064.01 feet to a point; thence, N49°41'36"W, 42.06 feet to the POINT OF BEGINNING, containing 0.6204 of an acre, more or less, and being as shown on said Exhibit "A" attached hereto.

EXHIBIT "B"
LEGAL DESCRIPTION
ADJACENT GOVERNMENT PROPERTY

All that certain piece or parcel of land, containing 8.7061 acres, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at the corner of the intersection along the easterly side of South Oyster Bay Road and the northeasterly line of lands of the Long Island Railroad; thence, leaving said point and running S49°41'36"E, 1,112.77 feet to the northerly side of Thomas Avenue; thence, S86°09'41"E, 1,077.83 feet easterly along the northerly side of Thomas Avenue to the westerly side of 11th Street; thence, N03°50'19"E, 612.50 feet along the westerly side of 11th Street to the TRUE POINT OF BEGINNING; thence, leaving said point and running along the following twenty (20) courses and distances: N86°06'24"W, 1,220.38 feet; thence, S04°41'41"W, 45.34 feet; thence, N83°01'48W, 261.89 feet; thence, N04°41'41"E, 190.01 feet; thence, S80°57'05"E, 262.44 feet; thence, S04°41'41"W, 33.01 feet; thence, S80°50'55"E, 310.02 feet; thence, N09°15'02"E, 39.96 feet; thence, S80°49'36"E, 247.51 feet; thence, S09°15'02"W, 27.90 feet; thence, S80°49'27"E, 165.19 feet; thence, N09°15'02"E, 25.90 feet; thence, S80°49'02"E, 130.35 feet; thence, N09°05'13"E, 286.40 feet; thence, N80°50'46"W, 106.58 feet; thence, N09°10'36"E, 319.81 feet; thence, S78°24'06"E, 96.84 feet; thence, N78°32'49"E, 123.21 feet; thence, S80°27'06"E, 200.16 feet to a point on the westerly side of 11th Street; thence, S03°50'19"W, 675.03 along the westerly side of 11th Street to the POINT OF BEGINNING, containing 8.7061 acres, more or less, and being as shown on the drawing entitled, "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE, NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY" by Albert A. Bianco, Professional Land Surveyor – City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "A".

EXHIBIT "C"
LEGAL DESCRIPTION
24-FOOT WIDE ACCESS EASEMENT AND RIGHT-OF-WAY

All that certain piece or parcel of land, containing 1.1821 acres, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point along the easterly side of South Oyster Bay Road distant 743.70 feet southerly from the corner of the intersection of said easterly side of South Oyster Bay road and the southerly side of the Cherry Avenue Extension; thence, leaving said point and running along the following fourteen (14) courses and distances: S80°24'33"E, 1,592.76 feet; thence, S52°42'59"E, 63.11 feet; thence, S78°24'06"E, 165.23 feet; thence, N78°32'49"E, 122.77 feet; thence, S80°27'06"E, 229.32 feet; thence, S79°20'19"E, 478.50 feet; thence, S03°50'49"W, 24.17 feet; thence, N79°20'19"W, 481.14 feet; thence, N80°27'06"W, 224.63 feet; thence, S78°32'49"W, 123.21 feet; thence, N78°24'06"W, 175.60 feet; thence, N52°42'59"W, 62.67 feet; thence, N80°24'33"W, 1,580.09 feet to the easterly side of South Oyster Bay Road; thence, N06°07'46"W, 24.93 feet along said easterly side of South Oyster Bay Road to the POINT OF BEGINNING, containing 1.1821 acres, more or less, and being as shown on the drawing entitled, "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE, NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY" by Albert A. Bianco, Professional Land Surveyor – City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "A".

EXHIBIT "D"
LEGAL DESCRIPTION
EQUIPMENT DRUM STORAGE PAD EASEMENT
(FIVE-FOOT WIDE EASEMENT)

All that certain piece or parcel of land, containing 0.3781 of an acre, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point at the corner of the intersection of the southerly side of Cherry Avenue and the easterly side of South Oyster Bay Road; thence, leaving said point and running S80°62'46"E, 1,622.00 feet along the southerly side of Cherry Avenue; thence, S09°07'14"W, 179.36 feet to the TRUE POINT OF BEGINNING; thence, leaving said point and running along the following four (4) courses and distances: S80°52'46"E, 128.00 feet; thence, S09°07'14"W, 128.68 feet; thence, N80°52'46"W, 128.00 feet; thence, N09°07'14"E, 128.68 feet to the POINT OF BEGINNING, containing 0.3781 of an acre, more or less, and being as shown on the drawing entitled, "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE, NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY" by Albert A. Bianco, Professional Land Surveyor – City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "A".

LEGAL DESCRIPTION
24-FOOT WIDE ACCESS EASEMENT TO EQUIPMENT STORAGE PAD

All that certain piece or parcel of land, containing 0.3194 of an acre, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point on the easterly side of South Oyster Bay Road distant 743.70 feet southerly from the corner of the intersection of said easterly side of South Oyster Bay Road and the southerly side of the Cherry Avenue Extension; thence, leaving said point and running S80°24'33"E, 1,592.76 feet to a point; thence, S52°42'59"E, 21.95 feet to the TRUE POINT OF BEGINNING; thence, leaving said point and running along the

following eight (8) courses and distances: N10°17'34"E, 305.80 feet; thence, N17°57'02"W, 148.96 feet to a point; thence, N09°06'08"E, 118.68 feet; thence, S80°53'52"E, 24.00 feet; thence, S09°06'08"W, 112.90 feet; thence, S17°57'02"E, 149.22 feet; thence, S10°17'34"W, 324.06 feet; thence, N52°42'59"W, 26.93 feet to the POINT OF BEGINNING, containing 0.3194 of an acre, more or less, and being as shown on said Exhibit "A" attached hereto.

LEGAL DESCRIPTION
13-FOOT WIDE SEWER EASEMENT

All that certain piece or parcel of land, containing 0.0728 of an acre, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point at the corner of the intersection of the southerly side of Cherry Avenue and the easterly side of South Oyster Bay Road; thence, leaving said point and running S80°52'46"E, 1,622.00 feet along the southerly side of Cherry Avenue; thence, S09°07'14"W, 308.04 feet; thence, S80°52'46"E, 111.26 feet to the TRUE POINT OF BEGINNING; thence, leaving said point and running along the following six (6) courses and distances: S80°52'46"E, 16.74 feet; thence, S2942'51"E, 198.88 feet; thence, S8100'00"E, 33.00 feet; thence, S0900'00"W, 13.00 feet; thence, N8100'00"W, 39.29 feet; thence, N2942'51"W, 215.56 feet to the POINT OF BEGINNING, containing 0.0728 of an acre, more or less, and being as shown on said Exhibit "A" attached hereto.

EXHIBIT "E"
LEGAL DESCRIPTION
RECHARGE BASIN AREA

All that certain piece or parcel of land, containing 14.0072 acres, more or less, together with all the improvements thereon, situated, lying and being at Bethpage, Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point along the southerly side of the Cherry Avenue Extension distant 1,993.67 feet easterly from the corner of the intersection along the easterly side of South Oyster Bay Road and said southerly side of the Cherry Avenue Extension; thence, leaving said point and running along the following fourteen (14) courses and distances: S80°52'46"E, 769.00 feet along the southerly side of the Cherry Avenue Extension; thence, S03°50'49"W, 754.37 feet; thence, N79°20'19"W, 479.62 feet; thence, N80°27'06"W, 343.37 feet along the westerly side of 11th Street; thence, N10°41'54"E, 35.00 feet; thence, N78°24'06"W, 65.08 feet; thence, N79°56'46"W, 41.02 feet; thence, N09°07'14"E, 192.44 feet; thence, S80°52'46"E, 55.00 feet; thence, N09°07'14"E, 41.00 feet; thence, N87°52'46"E, 76.00 feet; thence, N09°07'14"E, 87.00 feet; thence, N80°52'46"W, 40.00 feet; thence, N09°07'14"E, 362.00 feet along the southerly side of the Cherry Avenue Extension to the POINT OF BEGINNING, containing 14.0072 acres, more or less, and being as shown on the drawing entitled, "SURVEY OF PROPERTY SHOWING PARCELS TO BE CONVEYED TO THE COUNTY OF NASSAU AT BETHPAGE, NASSAU COUNTY, NEW YORK, PREPARED FOR COUNTY OF NASSAU, DEPARTMENT OF COMMERCE & INDUSTRY" by Albert A. Bianco, Professional Land Surveyor – City Surveyor, surveyed December 12, 2000, last amended February 28, 2002, and attached hereto and made a part hereof as Exhibit "A".

EXHIBIT "F"
LEGAL DESCRIPTION
EASEMENTS FOR MONITORING PURPOSES
A PORTION OF LOTS 5 & 8, BLOCK G, SECTION 46,

EASEMENT NO. 1:

All that certain piece or parcel of land, containing 2,720.19 square feet or 0.06 of an acre, more or less, situated and lying in the Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point formed by the intersection of the westerly line of Eleventh Street and the southerly line of lands running along or near the southerly line extended of Sycamore Avenue; thence, leaving said point and running S03°50'19"W, 643.27 feet along said line of Eleventh Street to a point; thence, N86°09'41"W, 315.21 feet along said southerly line of lands to the TRUE POINT OF BEGINNING; thence, leaving said point and running along the following four (4) courses and distances: thence, S03°50'19"W, 46.38 feet to a point; thence, N86°09'41"W, 58.65 feet to a point; thence, N03°50'19"E, 46.38 feet to a point; thence, S86°09'41"E, 58.65 to the POINT OF BEGINNING, containing 2,720.19 square feet or 0.06 of an acre, more or less, and being as shown on the drawing entitled, "U.S. NAVAL WEAPONS RESERVE, BETHPAGE, MONITORING EASEMENT PARCELS", by Hirani Engineering & Land Surveying, P.C., Sheet 1 of 1, date drawn, 04/04/05, and attached hereto and made a part hereof as Exhibit "B".

EASEMENT NO. 2:

All that certain piece or parcel of land, containing 106,149.9 square feet or 2.44 acres, more or less, situated and lying in the Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point formed by the intersection of the northeasterly line of the Long Island Railroad and the easterly line of Old Oyster Bay Road; thence, leaving said point and running S49°41'36"E, 448.28 feet along said northeasterly line of said railroad to a point; thence, N40°18'24"E, 109.80 feet to the TRUE POINT OF BEGINNING; thence, leaving said point and running along the following four (4) courses and distances: thence, N09°07'00"E, 300.97 feet to a point on the southerly side of a one-story block building, also known as Building No. 3; thence,

S80°53'00"E, 352.69 feet to a point on said building line; thence, S09°07'00"W, 300.97 feet to a point; thence, N80°53'00"W, 352.69 feet to the POINT OF BEGINNING, containing 106,149.9 square feet or 2.44 acres, more or less, and being as shown on said Exhibit "B" attached hereto.

EASEMENT NO. 3:

All that certain piece or parcel of land, containing 2,436.6 square feet or 0.06 of an acre, more or less, situated and lying in the Town of Oyster Bay, County of Nassau, State of New York, and being more particularly described as follows:

BEGINNING at a point formed by the intersection of the northeasterly line of the Long Island Railroad and the easterly line of Old Oyster Bay Road; thence, leaving said point and running S49°41'36"E, 138.76 feet along said northeasterly line of said railroad to a point; thence, N40°18'24"E, 66.38 feet to the TRUE POINT OF BEGINNING; thence, leaving said point and running along the following four (4) courses and distances: thence, N40°18'24"E, 42.82 feet to a point; thence, S49°41'36"E, 56.90 feet to a point; thence, S40°18'24"W, 42.82 feet to a point; thence, N49°41'36"W, 56.90 feet to the POINT OF BEGINNING, containing 2,436.6 square feet or 0.06 of an acre, more or less, and being as shown on said Exhibit "B" attached hereto.

EXHIBIT "G"
FEDERAL MANAGEMENT REGULATION, 41 C.F.R.
§102-75.335

§102-75.335—Where asbestos is identified, what information must the disposal agency incorporate into the offer to purchase and the conveyance document?

Where the existence of asbestos on the property has been brought to the attention of the disposal agency by the Report of Excess Real Property (Standard Form 118) information provided (see 102-75.125), the disposal agency must incorporate this information (less any cost or time estimates to remove the asbestos-containing materials) into any offer to purchase and conveyance document and include the following wording:

Notice of the Presence of Asbestos—Warning!

(a) The Purchaser is warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(b) Bidders (offerors) are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, bidders (offerors) are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) that may be required in order to carry out any such inspection(s). Bidders (offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

(c) No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder (offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the property set forth in the Invitation for Bids (Offer to Purchase) and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government

including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability, or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property that is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Purchaser further agrees that, in its use and occupancy of the property, it will comply with all Federal, State, and local laws relating to asbestos.