

QUITCLAIM DEED

THIS INDENTURE, made the 10th day of September 1998, between the United States of America, acting by and through the Commanding Officer, Northern Division, Naval Facilities Engineering Command, Lester, Pennsylvania, hereinafter referred to as the GOVERNMENT, and the Community Development Agency, Riverhead, New York, hereinafter referred to as GRANTEE.

200 HOWELL AVENUE

WHEREAS, the GOVERNMENT has determined that certain portions of the facility known as the Naval Weapons Industrial Reserve Plant, Department of Defense Number 466, Calverton, New York (hereinafter "NWIRP") are not needed for a public purpose; and

WHEREAS, United States Public Law 102-484 at Section 2854 as amended by United States Public Law 103-337 at Section 2833 (hereinafter the "Public Law") provides the Secretary of the Navy the authority to convey the NWIRP to the GRANTEE pursuant to certain conditions and limitations contained in the Public Law;

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 heirs, successors and assigns, to have and to hold forever, except as specifically described below and except 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, all of the GOVERNMENT's right title and interest which the GOVERNMENT has in and to the premises more fully described below and to the underlying estate, buildings, structures, improvements and personal property situated thereon together with the real property, collectively referred to herein as Tract "1" as follows:

Tract "1"

ALL that certain plot, piece, or parcel of land, situate, lying and being at Calverton in the Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

Commencing at the Point of Beginning marked by a concrete monument at the intersection formed by the westerly side of Peconic Avenue and the northerly side of River Road; thence along River Road North 69° 21' 24" West, a distance of 3.10 feet; thence North 84° 02' 24" West, a distance of 616.74 feet; thence South 87° 05' 16" West, a distance of 602.20 feet; thence South 85° 37' 16" West, a distance of 313.16 feet to the beginning of a curve tangent to said line; thence westerly a distance of 99.78 feet

INDUSTRIAL HWY

along the curve concave to the north, having a radius of 614.17 feet and a central angle of $9^{\circ} 18' 30''$; thence North $85^{\circ} 04' 14''$ West tangent to said curve, a distance of 732.38 feet; thence North $71^{\circ} 24' 04''$ West, a distance of 91.27 feet; thence North $71^{\circ} 22' 44''$ West, a distance of 418.08 feet; thence South $69^{\circ} 37' 16''$ West, a distance of 674.80 feet; thence North $62^{\circ} 22' 44''$ West, a distance of 43.38 feet to the land of a Private Cemetery of the "Wells Family"; thence along said land North $02^{\circ} 22' 14''$ West, a distance of 286.12 feet; thence South $85^{\circ} 20' 16''$ West, a distance of 90.00 feet; thence South $04^{\circ} 39' 44''$ East, a distance of 236.26 feet to the northerly side of River Road; thence along River Road North $62^{\circ} 22' 44''$ West, a distance of 123.55 feet; thence North $84^{\circ} 12' 44''$ West, a distance of 467.88 feet; thence South $89^{\circ} 17' 16''$ West, a distance of 514.15 feet; thence North $89^{\circ} 28' 24''$ West, a distance of 1354.14 feet; thence North $00^{\circ} 34' 46''$ East, a distance of 32.34 feet to the Northerly side of Grumman Boulevard, (formerly Swan Pond Road); thence along said road North $89^{\circ} 26' 33''$ West, a distance of 577.38 feet to the beginning of a curve tangent to said line; thence westerly a distance of 687.79 feet along the curve concave to the north, having a radius of 2814.79 feet and a central angle of $14^{\circ} 00' 00''$; thence North $75^{\circ} 26' 33''$ West tangent to said curve, a distance of 621.69 feet; thence North $56^{\circ} 48' 38''$ West, a distance of 266.63 feet; thence South $86^{\circ} 13' 29''$ West, a distance of 401.31 feet to the beginning of a curve concave to the south having a radius of 2914.79 feet and a central angle of $11^{\circ} 56' 55''$ and being subtended by a chord which bears South $88^{\circ} 57' 25''$ West 606.75 feet; thence westerly along said curve, a distance of 607.86 feet; thence South $82^{\circ} 58' 57''$ West tangent to said curve, a distance of 2934.05 feet to the beginning of a curve tangent to said line; thence westerly a distance of 176.33 feet along the curve concave to the south, having a radius of 11509.16 feet and a central angle of $0^{\circ} 52' 40''$; thence South $82^{\circ} 06' 17''$ West tangent to said curve a distance of 2226.10 feet to the beginning of a curve tangent to said line; thence westerly a distance of 504.77 feet along the curve concave to the north, having a radius of 2241.83 feet and a central angle of $12^{\circ} 54' 02''$; thence North $84^{\circ} 59' 41''$ West tangent to said curve, a distance of 2524.17 feet to the beginning of a curve tangent to said line; thence westerly a distance of 215.04 feet along the curve concave to the south, having a radius of 2341.83 feet and a central angle of $5^{\circ} 15' 40''$; thence South $89^{\circ} 44' 39''$ West tangent to said curve, a distance of 974.35 feet; thence North $48^{\circ} 03' 55''$ West, a distance of 107.56 feet to the easterly side of Wading River – Manorville Road; thence along the easterly side of said Road North $05^{\circ} 25' 40''$ West, a distance of 730.69 feet to the beginning of a curve tangent to said line; thence northerly and northwesterly a distance of 317.24 feet along the curve concave to the west, having a radius of 868.51 feet and a central angle of $20^{\circ} 55' 43''$; thence North $06^{\circ} 15' 09''$ West, a distance of 124.46 feet; thence North $32^{\circ} 55' 09''$ West, a distance of 97.96 feet; thence North $59^{\circ} 52' 49''$ West, a distance of 289.20 feet to a monument and the

lands now or formerly of Henry Zebrowzki; thence along said land North 30° 07' 11" East, a distance of 200.00 feet; thence North 59° 52' 49" West, a distance of 354.90 feet; thence South 30° 07' 11" West, a distance of 192.28 feet to a point of cusp on a curve concave to the northeast having a radius of 904.93 feet and a central angle of 36° 30' 46" and being subtended by a chord which bears North 34° 06' 33" West 566.98 feet; thence northwesterly and northerly along said curve, a distance of 576.68 feet to a monument; thence North 15° 51' 10" West tangent to said curve, a distance of 1320.93 feet to the southerly side of State Route #25 (also known as Middle Country Road); thence along the southerly side of said Road line North 53° 57' 26" East, a distance of 153.37 feet to the beginning of a curve tangent to said line; thence northeasterly a distance of 407.82 feet along the curve concave to the northwest, having a radius of 5769.65 feet and a central angle of 4° 03' 00"; thence North 49° 54' 26" East tangent to said curve, a distance of 880.00 feet to the beginning of a curve tangent to said line; thence northeasterly a distance of 254.39 feet along the curve concave to the southeast, having a radius of 1392.69 feet and a central angle of 10° 27' 57"; thence North 60° 22' 23" East tangent to said curve a distance of 2370.70 feet to the beginning of a curve tangent to said line; thence northeasterly a distance of 304.56 feet along the curve concave to the southeast, having a radius of 5689.65 feet and a central angle of 3° 04' 01"; thence North 63° 26' 24" East tangent to said curve a distance of 345.60 feet to the beginning of a curve tangent to said line; thence northeasterly and easterly a distance of 276.39 feet along the curve concave to the southeast, having a radius of 2252.01 feet and a central angle of 7° 01' 55"; thence North 70° 28' 19" East tangent to said curve, a distance of 874.40 feet to the beginning of a curve tangent to said line; thence easterly and northeasterly a distance of 758.55 feet along the curve concave to the northwest, having a radius of 5769.65 feet and a central angle of 7° 31' 58"; thence North 62° 56' 21" East tangent to said curve, a distance of 537.40 feet to the beginning of a curve tangent to said line; thence northeasterly and easterly a distance of 273.06 feet along the curve concave to the southeast, having a radius of 1870.08 feet and a central angle of 8° 21' 58"; thence North 71° 18' 19" East tangent to said curve, a distance of 484.30 feet to the beginning of a curve tangent to said line; thence easterly a distance of 334.34 feet along the curve concave to the south, having a radius of 5689.65 feet and a central angle of 3° 22' 01"; thence North 74° 40' 19" East tangent to said curve, a distance of 2552.80 feet to the beginning of a curve tangent to said line; thence easterly a distance of 622.32 feet along the curve concave to the south, having a radius of 5689.65 feet and a central angle of 6° 16' 01"; thence North 80° 56' 20" East tangent to said curve, a distance of 1395.90 feet to the beginning of a curve tangent to said line; thence easterly a distance of 525.22 feet along the curve concave to the north, having a radius of 11499.19 feet and a central angle of 2° 37' 01"; thence North 80° 10' 09"

East, a distance of 535.75 feet; thence North 88° 00' 13" East, a distance of 1592.18 feet; thence North 88° 34' 37" East, a distance of 1511.20 feet to a monument and the westerly boundary of lot #6 as shown on "Survey of James H. Smith's Farm filed with the Suffolk County Clerk's office on December 15, 1894 as File #491; thence along said boundary line South 05° 43' 17" East, a distance of 2164.07 feet to a monument; thence North 86° 48' 00" East, a distance of 321.08 feet; thence South 06° 34' 40" East, a distance of 503.88 feet; thence North 83° 46' 40" East, a distance of 1628.84 feet; thence South 06° 14' 40" East, a distance of 1656.83 feet; thence South 83° 36' 20" West, a distance of 265.45 feet; thence South 06° 24' 00" East, a distance of 499.92 feet to a stake and the southerly line of lot #5 as shown on "Map of property of Edwin H. Brown" filed with the Suffolk County Clerk on March 31, 1920 as File #761; thence along said boundary North 83° 21' 52" East, a distance of 1721.36 feet to a monument and the westerly side of Peconic Avenue; thence along said Road line South 06° 04' 58" East, a distance of 2077.59 feet to a monument; thence South 13° 07' 16" West, a distance of 77.19 feet to a monument; thence South 05° 57' 48" East, a distance of 639.29 feet to a monument; thence South 06° 35' 47" East, a distance of 657.42 feet to a monument; thence South 06° 02' 13" East, a distance of 744.57 feet; to the Point of Beginning. Containing 2,921 Acres, more or less.

EXCEPT AND SPECIFICALLY RESERVING to the GOVERNMENT all right title and interest to the underlying estate, buildings, structures, improvements and personal property situated thereon in and to that portion of the property within Tract "1", more fully described as Parcels "A, B, C, and D" below (collectively, the "Retained Property") until such time as the GOVERNMENT has determined, that in accordance with 42 U.S.C. §9620(h)(3)(A)(ii), all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken and a Quitclaim Deed with respect to the property in question has been issued to GRANTEE or its successors or assigns. Parcels "A, B, C, and D" are more fully described as follows;

Parcel "A"

ALL that certain plot, piece, or parcel of land, situate, lying and being at Calverton in the Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

Commencing at a Point on the northerly side of Grumman Boulevard; said point being distant easterly the following eight courses and distances along the northerly side of Grumman Boulevard from a New York State Highway Monument found at the intersection of the easterly side of

Wading River – Manorville Road and the Northerly side of Grumman Boulevard as widened and monumented in 1953 – (said Highway monument bearing coordinates of $N = 271,341.03$ and $E = 1,308,005.98$ – NAD '83) (1) $S48^{\circ} 03' 55'' E 107.56'$; (2) thence $N89^{\circ} 44' 39'' E 974.35'$; (3) thence on a curve to the right with a radius of $2,341.83'$ and an arc length of $215.04'$; (4) thence $S84^{\circ} 59' 41'' E 2,524.17'$; (5) thence on a curve to the left having a radius of $2,241.83'$ and an arc length of $504.77'$; (6) thence $N82^{\circ} 06' 17'' E 2,226.10'$; (7) thence on a curve to the right having a radius of $11,509.16'$ and an arc length of $176.33'$; (8) thence $N82^{\circ} 58' 57'' E 243.60'$; Thence from Said Point of Beginning North $00^{\circ} 00' 00''$ East, a distance of 1099.72 feet to a stake; thence South $90^{\circ} 00' 00''$ East, a distance of 790.00 feet to a stake; thence south $30^{\circ} 00' 00''$ East, a distance of 436.40 feet to a stake; thence South $90^{\circ} 00' 00''$ East, a distance of 560.57 feet to a pin monument and the westerly side of $66'$ wide easement; thence South $04^{\circ} 20' 00''$ East, a distance of 525.31 feet to the northerly side of Grumman Boulevard; thence South $82^{\circ} 58' 57''$ West, a distance of 1620.60 feet to the Point of Beginning. Containing 30.56 Acres

and

Parcel "B"

ALL that certain plot, piece, or parcel of land, situate, lying and being at Calverton in the Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

Commencing at a point formed by the intersection of westerly line of a private Cemetery (Well's Family) and northerly line of River Road; running thence along said Road Line; North $62^{\circ} 22' 44''$ West, a distance of 123.55 feet; thence North $84^{\circ} 12' 44''$ West a distance of 467.88 feet; thence South $89^{\circ} 17' 16''$ West, a distance of 514.15 feet; thence North $89^{\circ} 28' 24''$ West, a distance of 1354.14 feet; thence North $00^{\circ} 34' 46''$ East, a distance of 32.34 feet to the northerly side of Grumman Boulevard as widened and monumented in 1953; thence along said Road Line; North $89^{\circ} 26' 33''$ West, a distance of 577.38 feet; thence westerly a distance of 687.79 feet along the curve concave to the north, having a radius of 2814.79 feet and a central angle of $14^{\circ} 00' 00''$; thence North $75^{\circ} 26' 33''$ West, a distance of 621.69 feet; thence North $56^{\circ} 48' 38''$ West, a distance of 266.63 feet to a stake; thence South $86^{\circ} 13' 29''$ West, a distance of 194.65 feet; thence North $04^{\circ} 00' 00''$ West, a distance of 2153.67 feet to a pin monument; thence South $90^{\circ} 00' 00''$ East, a distance of 1306.50 feet to a stake; thence South $53^{\circ} 05' 17''$ East, a distance of 3146.62 feet; thence South $66^{\circ} 46' 00''$ East, a distance of

1108.62 feet; thence South 04° 39' 44" East, a distance of 350.55 feet to the Point of Beginning. Containing 168.90 ACRES, more or less.

and

Parcel "C"

ALL that certain plot, piece, or parcel of land, situate, lying and being at Calverton in the Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

Commencing at a stake marking the Point of Beginning; said point being distant the following eleven courses and distances from a New York State Highway Monument found at the intersection of the easterly side of Wading River – Manorville Road and the Northerly side of Grumman Boulevard as widened and monumented in 1953 – (said Highway monument bearing coordinates of N= 271, 341.03 and E = 1,308,005.98 – NAD '83) eight courses along the northerly side of Grumman Boulevard (1) S48° 03' 55" E 107.56'; (2) thence N89° 44'39" E 974.35 feet; (3) thence on a curve to the right with a radius of 2,341.83 feet and arc length of 215.04'; (4) thence S84° 59' 41" E 2,524.17'; (5) thence on a curve to the left having a radius of 2,241.83' and an arc length of 504.77'; (6) thence N82° 06'17" E 2,226.10'; (7) thence on a curve to the right having a radius of 11,509.16' and an arc length of 176.33'; (8) thence N82° 58' 57" E 1,864.20'; thence three courses along the westerly side of a proposed 66 foot wide easement; (9) thence N04° 20' 00" W a distance of 2,584.47 feet; (10) thence N11° 17' 00" E a distance of 88.82 feet; (11) thence N78° 43' 00" W a distance of 173.44'; THENCE from said Point of Beginning; North 07° 05' 00" East, a distance of 314.99 feet to a stake; thence South 78° 43' 00" East, a distance of 210.00 feet to a stake; thence North 11° 17' 00" East, a distance of 155.00 feet to a stake; thence South 78° 43' 00" East, a distance of 385.00 feet to a stake; thence North 11°17' 00" East, a distance of 215.00 feet; to a stake; thence South 78° 43' 00" East, a distance of 260.00 feet to a stake; ; thence South 11° 17' 00" West, a distance of 684.15 feet ; thence North 78° 43' 00" West, a distance of 831.93 feet to the Point of Beginning. Containing 9.66 +/- Acres.

and Parcel "D"

ALL that certain plot, piece, or parcel of land, situate, lying and being at Calverton in the Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

Commencing at the north east corner of land of the United States Navy, said Point of Beginning marked by a large "Navy" concrete monument (bearing the coordinates of N= 279,780.11 and E = 1,322,394.57 – NAD '83 System); running thence South 05° 43' 17" East, a distance of 2164.07 feet to a monument, thence North 86° 48' 00" East, a distance of 321.08 feet; thence South 06° 34' 40" East, a distance of 503.88 feet; thence North 90° 00' 00" West, a distance of 2513.85 feet; thence North 13° 18' 00" West, a distance of 2633.65 feet to the southerly side of State Route #25; thence North 88° 00' 13" East, a distance of 1015.57 feet; thence North 88° 34' 37" East, a distance of 1511.20 feet; to the Point of Beginning. Containing 144.75 ACRES, more or less.

For so long as the GOVERNMENT owns fee title to any or all of Parcels A, B, C and D, the GOVERNMENT expressly reserves all reasonable and appropriate rights of ingress and egress on and across the property described as Tract "1" above to the extent necessary for unencumbered access to Parcels "A, B, C, and D" as described above which rights shall be utilized in a manner which minimizes (1) any damage to any structures on Tract "1" and (2) any disruption or disturbance of the use and enjoyment of Tract "1".

At such time as all or any portion of the Retained Property is transferred to the GRANTEE, such transferred portion shall be deemed to be included within Tract "1" for all purposes hereunder.

GRANT OF EASEMENT

The GOVERNMENT specifically grants to the GRANTEE for itself, its successors and assigns a general perpetual easement for access to and the construction, installation, operation, maintenance, repair, and replacement of utility lines and for access to and the operation, maintenance, repair, and replacement of existing railroad spur lines and related overhead power lines on, in, over and under those portions of Parcels A, B, C and D (the Retained Property) as the GRANTEE determines is necessary for support of operational requirements at and development of Tract "1". No period of non-use of this right shall constitute abandonment of the rights granted herein.

This Easement is subject to the following terms and conditions:

1. All work in connection with the construction, installation, operation, repair and replacement of the utility lines and rail spurs shall be done without cost or expense to the GOVERNMENT and in a manner that will not interfere with the GOVERNMENT'S activities at the Retained Property.
2. The GRANTEE shall maintain the utility lines and rail spurs (for so long as there is a rail spur in place) in good condition at all times and shall make all repairs thereto that may be reasonably necessary for the continued operation and maintenance of the utility lines and rail spurs.

3. The GRANTEE'S rights hereunder shall be subject to such reasonable rules and regulations as may be prescribed by the GOVERNMENT to assure that the exercise of such rights will not interfere with the GOVERNMENT'S activities at the Retained Property.
4. The GOVERNMENT reserves for itself, its successors and assigns the right to connect to GRANTEE'S utilities located on, in, over and under the Retained Property in order to support the GOVERNMENT'S activities at the Retained Property, provided that in no event shall the GOVERNMENT unreasonably interfere with GRANTEE'S rights hereunder nor shall GRANTEE incur any cost or liability for GOVERNMENT making such connection.
5. The GOVERNMENT shall have the right to terminate this Easement in whole or in part to the extent necessary to eliminate the undue interference upon prior reasonable written notice if at any future time the GOVERNMENT reasonably determines that the utility lines and rail spur lines located on, over or under the Retained Property unduly interfere with the GOVERNMENT'S activities at the Retained Property; PROVIDED THAT, unless the GOVERNMENT shall have determined that relocation is not feasible or would not eliminate the undue interference, GOVERNMENT shall permit the GRANTEE a reasonable time to allow for continued utility or rail spur services to be relocated to a location(s) within or without the Retained Property acceptable to GRANTEE at the GRANTEE'S cost and expense.
6. During the life of this Easement, the GOVERNMENT may use the areas encumbered by this Easement for any purpose that does not unreasonably interfere with the GRANTEE'S use and enjoyment of the rights granted by this Easement.
7. This Easement shall be binding upon and shall inure to the benefit of each of the GOVERNMENT and the GRANTEE and each of their respective successors and assigns. The easement granted hereby is not intended, nor shall it be construed, as a dedication of all or any part of the Retained Property for public use, and the GOVERNMENT and the GRANTEE hereby agree to take, or refrain from taking, any action that is necessary to prevent such a dedication.

**NOTICES, COVENANTS, CONDITIONS, RESERVATIONS and
RESTRICTIONS:**

Covenant 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 hereby warrants to the GRANTEE, its heirs, successors and assigns, that:

- i) all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property conveyed herein has been taken, and
- ii) any additional remedial action found to be necessary after delivery of this Quitclaim Deed, not the result of actions conducted by future occupants of the property, shall be conducted by the GOVERNMENT.

Reservation of General Utility Easement to the GOVERNMENT

The GOVERNMENT reserves for itself, its successors and assigns a general easement for the construction, installation, operation, maintenance, repair, and replacement of utility lines on, in, over and under those portions of Tract "1" as the GOVERNMENT determines is necessary for support of operational requirements at Parcels A, B, C and D, as well as for any environmental testing or remediation as the GOVERNMENT may need to perform elsewhere on Tract "1". 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 Tract "1" in order to support the GOVERNMENT'S activities at the Retained Property, provided that in no event shall the GOVERNMENT unreasonably interfere with GRANTEE'S rights hereunder nor shall GRANTEE incur any cost or liability for GOVERNMENT making such connection. No period of non-use of this right shall constitute abandonment of the rights reserved herein. These rights will be terminated in whole or in part by written release at such time as the GOVERNMENT has determined that, in accordance with 42 U.S.C. Section 9620(h)(3)(A)(ii), all remediation action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken and a Quitclaim Deed with respect to the property in question has been issued to GRANTEE or its successors or assigns.

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)(iii)* the GOVERNMENT expressly reserves all reasonable and appropriate rights of access to the property described as Tract "1" above 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 right shall also include the right to construct, 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. 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. The GOVERNMENT shall provide the GRANTEE reasonable notice prior to any entry made pursuant to this reservation. Any such entry, including the aforementioned activities, responses or remedial actions, shall be coordinated with the GRANTEE or its successors and assigns and with any lessees occupying all or a portion of the property affected thereby, and shall be performed in a manner which minimizes (1) any damage to any structures on the property and (2) any disruption or disturbance of the use and enjoyment of the property.

Notice and Restrictions on Use Pursuant to CERCLA 120(h)(3)(A) :

In accordance with the Comprehensive Environmental Response, Compensation and Recovery Act (CERCLA), Section 120(h)(3)(A), notice is required to be given in any deed that is transferring federal property where hazardous substances were known to have been released, disposed of, or stored for one year or more. The GRANTEE, its heirs, successors and assigns are hereby notified, pursuant to this requirement, that the GOVERNMENT conducted Phase I and Phase II Environmental Baseline Surveys (EBS) and prepared Sections 2.0 and Table 4-1 of the Environmental Baseline Survey for Transfer (EBST) which in combination are incorporated herein by reference to serve notice to the GRANTEE, its heirs, successors and assigns, as to the type of hazardous substances that were stored on Tract "1" and also those substances where releases had occurred but it was determined that no remedial action was required.

GRANTEE, its heirs, successors and assigns shall first obtain the prior consultation and approval of the New York State Department of Environmental Conservation (NYDEC) or its successor agency prior to taking any actions resulting in the disturbance of the floors of either Building 285 or Building 315 due to the presence beneath each building of soils contaminated with petroleum hydrocarbons. These sites are more particularly described as follows:

TRANSPORTATION MAINTENANCE FACILITY (BLDG 285)

A parcel within real property to be transferred from the United States of America to the Town of Riverhead; said parcel transfer to be subject to restrictive covenants;

Said parcel delineates an existing building known as "The Transportation Building";

Said property being located in the hamlet of Calverton, in the Town of Riverhead, County of Suffolk, State of New York and being as more particularly described as follows:

All references to bearings and/or coordinates herein refer to the Long Island Grid of the New York State Coordinate System.

Beginning at a point (North 253247.54 and East 2332256.36) located 150 feet \pm east of the centerline of Main Road West (a private road) and 3191 feet \pm north of the northerly side of Swan Pond Road;

Thence, from said point of beginning through land of the United States of America, the following eight (8) courses and distances:

1. N. 11 degrees, 17 minutes, 00 seconds E., 51.00 feet;
2. N. 78 degrees, 43 minutes, 00 seconds W., 40.60 feet;

3. N. 11 degrees, 17 minutes, 00 seconds E., 60.02 feet;
4. S. 78 degrees, 43 minutes, 00 seconds E., 40.60 feet;
5. N. 11 degrees, 17 minutes, 00 seconds E., 51.10 feet;
6. S. 78 degrees, 43 minutes, 00 seconds E., 51.35 feet;
7. S. 11 degrees, 17 minutes, 00 seconds W., 162.12 feet;
8. N. 78 degrees, 43 minutes, 00 seconds W., 51.35 feet to the point or place of beginning.

Said parcel having an area of 0.25 acres more or less.

Said parcel also appearing on the Suffolk County Tax Map Atlas as part of Lot 600-35-01-02.

And

HYDRAULIC EQUIPMENT BUILDING (BLDG 315)

A parcel within real property to be transferred from the United States of America to the Town of Riverhead; said parcel transfer to be subject to restrictive covenants;

Said parcel delineates an existing building known as "The Hydraulic Pump Building", the south wall of which adjoins the north wall of the building known as "Plant (6) Six";

Said property being located in the hamlet of Calverton, in the Town of Riverhead, County of Suffolk, State of New York and being as more particularly described as follows:

All references to bearings and/or coordinates herein refer to the Long Island Grid of the New York State Coordinate System.

Beginning a point (North 252031.98 and East 2333150.89) located 329 feet \pm west of the centerline of Main Road East (a private road) and 1807 feet \pm north of the northerly side of Swan Pond Road;

Thence, from said point of beginning, through land of the United States of America, the following four (4) courses and distances:

1. S. 85 degrees, 50 minutes, 00 seconds W., a distance of 39.90 feet;
2. N. 04 degrees, 10 minutes, 00 seconds W., a distance of 82.45 feet;
3. N. 85 degrees, 50 minutes, 00 seconds E., a distance of 39.90 feet;
4. S. 04 degrees, 10 minutes, 00 seconds E., a distance of 82.45 feet to the point or place of beginning.

Said parcel having an area of 0.08 acres more or less.

Said parcel also appearing on the Suffolk County Tax Map Atlas as part of Lot 600-35-01-02.

Archaeological Covenant:

In consideration of the conveyance of the property that includes the property described as Tract "1" above, located in Suffolk County, State of New York, the GRANTEE hereby covenants on behalf of himself/herself/itself, his/her/its heirs, successors and assigns at all times to the New York State Historic Preservation Officer (NY SHPO) to maintain and preserve the property described as Tract "1" above as follows:

1. No disturbance of the ground surface shall be undertaken or permitted to be undertaken on the property described as Tract "1" above which would affect the physical integrity of the property described as Tract "1" without the express prior written permission of the NY SHPO, signed by a fully authorized representative thereof. Should the NY SHPO require, as a condition of the granting of such permission, that the GRANTEE conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the property described as Tract "1" above, the GRANTEE shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and the State of New York's Standards for Cultural Resource Investigations and the Curation of Archaeological Collections in New York State by the New York Archaeological Council (Adopted by the New York State Office of Parks, Recreation and Historic Preservation (copyright 1994).
2. The GRANTEE shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the soil or subsurface material of the property in any manner that is reasonably likely to have an effect on any archaeologically significant or sensitive portion of the property described as Tract "1" above and shall promptly report any such disturbance to the NY SHPO.
3. The GRANTEE will allow the NY SHPO or his/her designee, upon reasonable advance notice to the GRANTEE, an annual inspection of the property described as Tract "1" above in order to ascertain whether the GRANTEE is complying with the conditions of this covenant.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. GOVERNMENT or upon 60 days prior notice to the U.S. GOVERNMENT the NY SHPO may, following reasonable notice to the GRANTEE, institute a suit to enjoin said violation or to require the restoration of the property described as Tract "1" above.
5. The failure of the U.S. GOVERNMENT or the NY SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the U.S. GOVERNMENT or the NY SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant is binding on GRANTEE, his/her/its heirs, successors and assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any other lesser estate in the property described as Tract "1" above, or any part thereof.

7. This covenant shall be binding servitude upon the real property that includes the property described as Tract "1" above and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence the GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

Historic Preservation Covenant:

In consideration of the conveyance of the property that includes the premises specifically protected by historic preservation covenants and consisting of three separate parcels ("H1, H2 and H3") collectively referred to herein as Parcel "H" and more fully described as follows:

PARCEL" H1" – PLANT 06

A parcel within real property to be transferred from the United States of America to the Town of Riverhead; said parcel transfer to be subject to covenants pertaining to placement of said parcel on the National Register of Historic Places

Said property being located in the hamlet of Calverton, in the Town of Riverhead, County of Suffolk, State of New York and being as more particularly described as follows:

All references to bearings and/or coordinates herein refer to the Long Island Grid of the New York State Coordinate System.

Beginning at a point (North 251645.71 and East 2333383.01) located on the northerly side of a private road (No Name), 125 feet \pm west of the centerline of Main Road East (a private road) and 1405 feet \pm north of the northerly side of Swan Pond Road;

Thence, from said point of beginning, through land of the United States of America, the following four (4) courses and distances:

1. S. 85 degrees, 50 minutes, 00 seconds W., a distance of 771.31 feet;
2. N. 04 degrees, 10 minutes, 00 seconds W., a distance of 611.18 feet;

3. N. 85 degrees, 50 minutes, 00 seconds E., a distance of 771.31 feet;
4. S. 04 degrees, 10 minutes, 00 seconds E., a distance of 611.18 feet to the point or place of beginning.

Said parcel having an area of 10.82 acres more or less.

Said parcel also appearing on the Suffolk County Tax Map Atlas as part of Lot 600-35-01-02.

PARCEL "H2" – PLANT 07

A parcel within real property to be transferred from the United States of America to the Town of Riverhead; said parcel transfer to be subject to covenants pertaining to placement of said parcel on the National Register of Historic Places

Said property being located in the hamlet of Calverton, in the Town of Riverhead, County of Suffolk, State of New York and being as more particularly described as follows:

All references to bearings and/or coordinates herein refer to the Long Island Grid of the New York State Coordinate System.

Beginning at a point (North 254735.92 and East 2333134.17) located 17 feet \pm west of the centerline of Main Road East (a private road) and 4510 feet \pm north of the northerly side of Swan Pond Road;

Thence, from said point of beginning, through land of the United States of America, the following four (4) courses and distances:

1. S. 41 degrees, 20 minutes, 00 seconds W., a distance of 632.39 feet;
2. N. 48 degrees, 40 minutes, 00 seconds W., a distance of 571.65 feet;
3. N. 41 degrees, 20 minutes, 00 seconds E., a distance of 632.39 feet;
4. S. 48 degrees, 40 minutes, 00 seconds E., a distance of 571.65 feet to the point or place of beginning.

Said parcel having an area of 8.30 acres more or less.

Said parcel also appearing on the Suffolk County Tax Map Atlas as part of Lot 600-135-01-02.

PARCEL "H3" – ANECHOIC CHAMBER

A parcel within real property to be transferred from the United States of America to the Town of Riverhead; said parcel transfer to be subject to covenants pertaining to placement of said parcel on the National Register of Historic Places

Said property being located in the hamlet of Calverton, in the Town of Riverhead, County of Suffolk, State of New York and being as more particularly described as follows:

All references to bearings and/or coordinates herein refer to the Long Island Grid of the New York State Coordinate System.

Beginning at a chain link fence post corner (North 253816.29 and East 2333825.46), which fence encompasses said building and forms the boundary of said parcel, said post being located 546 feet \pm east of the centerline of Main Road East (a private road) and 3507 feet \pm north of the northerly side of Swan Pond Road;

Thence, from said point of beginning, through land of the United States of America, the following six (6) courses and distances along the said fence:

1. N. 18 degrees, 04 minutes, 06 seconds W., a distance of 239.35 feet;
2. N. 40 degrees, 20 minutes, 29 seconds E., a distance of 225.37 feet;
3. S. 49 degrees, 41 minutes, 35 seconds E., a distance of 297.37 feet;
4. S. 40 degrees, 28 minutes, 48 seconds W., a distance of 206.54 feet;
5. S. 50 degrees, 18 minutes, 31 seconds W., a distance of 38.59 feet;
6. S. 79 degrees, 23 minutes, 29 seconds W., a distance of 137.00 feet to the point or place of beginning.

Said parcel having an area of 1.97 acres more or less.

Said parcel also appearing on the Suffolk County Tax Map Atlas as part of Lot 600-35-01-02.

The GRANTEE hereby covenants on behalf of itself, its successors and assigns, to the New York State Historic Preservation Officer (NY SHPO) to preserve and maintain the premises described as Parcel "H" above, in a manner that preserves and maintains the attributes that contribute to the eligibility of the premises described as Parcel "H" above for listing on the National Register of Historic Places. Such attributes include exterior features (including

facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the NY SHPO, and views from, to, and across the property.

1. The premises described as Parcel "H" above will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on the premises described as Parcel "H" above that would materially affect the integrity or the appearance of the attributes described above without prior approval of the NY SHPO and a record of such.

2. Upon acquisition of the premises described as Parcel "H" above, the GRANTEE will promptly take all reasonable efforts to secure the premises described as Parcel "H" above from the elements, vandalism, and arson, and will undertake all reasonable efforts to maintain the physical integrity of the premises described as Parcel "H" above in such a manner as to protect the same from deteriorating. The GRANTEE will be responsible for such obligation to the same extent required of the GOVERNMENT at the time of deed transfer. The GRANTEE will make every reasonable effort to retain or reuse, to the extent practicable, the historic structures.

3. In the event that archeological materials are encountered during construction or ground-disturbance activities, work shall cease in the immediate area until the NY SHPO is consulted and provides written permission to recommence work. Should the NY SHPO require, as a condition of the granting of such permission, that the GRANTEE conduct archeological survey data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the *archeological resources* the GRANTEE shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and the State of New York's Standards for Cultural Resource Investigations and the Curation of Archaeological Collections in New York State by the New York Archaeological Council (Adopted by the New York State Office of Parks, Recreation and Historic Preservation (copyright 1994).

4. The GRANTEE will allow the NY SHPO or his/her designee, upon reasonable advance notice to the GRANTEE, an annual inspection of the premises described as Parcel "H" above in order to ascertain whether the GRANTEE is complying with the conditions of this covenant.

5. The GRANTEE will provide the NY SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of the premises described as Parcel "H" above.

6. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the U.S. GOVERNMENT or upon 60 days prior notice to the U.S. GOVERNMENT the NY SHPO may, following reasonable notice to the GRANTEE,

institute suit to enjoin said violation or to require the restoration of the premises described as Parcel "H" above.

7. The failure of the U.S. GOVERNMENT or the NY SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the U.S. GOVERNMENT or the NY SHPO of any other right or remedy or the use of such right or remedy at any other time.

8. This covenant is binding on the GRANTEE, his/her/its heirs, successors and assigns, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by the GRANTEE, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any lesser estate in the premises described as Parcel "H" above, or any part thereof.

Lead-Based Paint and Asbestos Covenant:

The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that it will comply with all applicable Federal, state and local laws relating to asbestos and lead-based paint in its use and occupancy of the property (including demolition and disposal of existing structures).

FAA Construction:

The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns that all construction, alterations, or improvements on the property, of whatever type or nature, shall comply with all applicable requirements set forth in *14 CFR Part 77*, entitled "Objects Affecting Navigable Airspace," and issued under the authority of the Federal Aviation Act of 1958, as amended.

Non-Discrimination:

The GRANTEE covenants and agrees, on behalf of itself, its successors and assigns not to discriminate upon the basis of race, age, color, sex, religion, or national origin in the use, occupancy, sale or lease of the property described as Tract "1" above.

Notices

The address for notices to each of the parties hereto is as follows:

GOVERNMENT:

Commanding Officer
Northern Division, Naval Facilities Engineering Command
10 Industrial Highway, MSC 82
Lester, PA 19113-2090

GRANTEE:

Ms. Andrea Lohneiss
Director, Community Development Agency
Town of Riverhead
200 Howell Avenue
Riverhead, NY 11901

AS IS, WHERE IS: Except as expressly provided for in this Quitclaim Deed or as a matter of law, the property described herein are 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 WITNESS WHEREOF, I, Mark N. Lundgren, acting pursuant to my authority as Real Estate Contracting Officer, on behalf of the United States of America, have hereunto executed this Quitclaim Deed the day and year first written above.

UNITED STATES OF AMERICA

By: Mark N. Lundgren
MARK N. LUNDGREN
Director, Real Estate Division
Real Estate Contracting Officer

WITNESSES:

[Handwritten signature]

STATE OF NEW YORK
COUNTY OF SUFFOLK

SS:

I, EDWARD P. ROMAINE, CLERK OF THE COUNTY OF SUFFOLK AND CLERK OF THE SUPREME COURT OF THE STATE OF NEW YORK IN AND FOR SAID COUNTY (SAID COURT BEING A COURT OF RECORD) DO HEREBY CERTIFY THAT I HAVE COMPARED THE ANNEXED COPY OF DEED 11916 AT PAGE 498 RECORDED 09-11-98 AND THAT IT IS A JUST AND TRUE COPY OF SUCH ORIGINAL DEED AND OF THE WHOLE THEREOF.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY AND COURT THIS 11th DAY OF September 1998

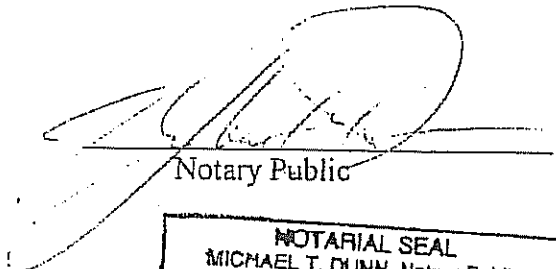
Edward P. Romaine
CLERK

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania

County of Delaware

In Pennsylvania in said County, on the 10th day of September, 1998, before me personally appeared MARK N. LUNDGREN, to be known and known to me to be the Real Estate Contracting Officer of the Department of the Navy, Northern Division, Naval Facilities Engineering Command, executing the foregoing instrument on behalf of the United States of America, and he acknowledged said instrument executed to be his free act and deed and the free act and deed of the United States of America.


Notary Public

NOTARIAL SEAL
MICHAEL T. DUNN, Notary Public
Tinicum Twp., Delaware County
My Commission Expires Nov. 6, 2000