

Resolution 6A

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the Mayor is hereby authorized to enter into an agreement with New York Marine and General Insurance Company for Excess Workers Compensation coverage, effective January 1, 2018 through January 1, 2019.

Resolution 6B

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Contract of Sale between the City of Glen Cove (Seller) and School for Language and Communication Development (SLCD) (Purchaser) for property known as Coles School, Cedar Swamp Road, Sec. 22, Blk. A, Lot 207, for a purchase price of \$2,100,000.

Resolution 6C

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an Access Easement agreement with RXR Glen Cove Village Square, LLC, for construction of Sec. 31, Blk. 85, Lot 16, p/o 37, also known as Village Square.

Resolution 6D

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Declaration of Covenant agreement with RXR Glen Cove Village Square, LLC, for Brewster Street Garage, South.

Resolution 6E

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Reciprocal Easement agreement with RXR Glen Cove Village Square, LLC, for construction of Sec. 31, Blk. 85, Lots 3, 4, 23, 16 and 37, also known as Village Square.

Resolution 6F

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Temporary Construction License agreement with RXR Glen Cove Village Square, LLC for construction of Sec. 31, Blk. 85, Lots 3, 4, 13 and p/o 37, also known as Village Square.

Resolution 6G

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Parking Agreement with RXR Glen Cove Village Square, LLC, for Brewster Street Garage, South.

Resolution 6H

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a Perpetual and Exclusive Public Use Easement agreement with RXR Glen Cove Village Square, LLC and Glen Cove Industrial Development Agency for property known as Village Square, Sec. 31, Blk. 85, Lots 38 and 39.

Resolution 6I

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City of Glen Cove, Location Code 20016, hereby establishes the following as standard work days for its employees and will report days worked to the New York State and Local Employees' Retirement System based on the time keeping system or the record of activities maintained and submitted by these members to the Clerk of this body:

Title	Hrs./Day
Account Clerk	7
Activities Coordinator	8
Animal Warden	8
Assessor	7
Assistant Building Inspector	7
Assistant Chief Lifeguard	8
Assistant Site Manager - Senior Center	7
Automotive Mechanic	8
Auxiliary Police Member	8
Building Inspector	7
Building Maintenance Maintainer	8
Bus Driver	8
Chief Life Guard	8
Chief of Police	8
Chief of Staff	7
City Attorney	6
City Clerk	7
City Engineer	7
City Marshal	8
Civil Service Commission Secretary	7
Cleaner	8
Clerk	7
Code Enforcement Officer	8
Comfort Station Attendant	8
Controller	7
Cook	7
Council Member	6
Crossing Guard	8
Deputy Chief of Police	8
Deputy City Attorney	7
Deputy Director of Public Works	7
Deputy Mayor	7
Detective	8
Director of Adult Day Care	7
Director of Code Enforcement	7
Director of Public Works	7
Director of Senior Services	7

Title	Hrs./Day
Director of the Building Department	7
Emergency Medical Technician (Advanced)	8
Emergency Medical Technician (Basic)	8
Emergency Medical Technician Supervisor	8
Employee Benefits Representative	7
Executive Director - Youth Board	7
Fire Alarm Dispatcher - Caretaker	8
Food Service Helper	7
General Labor Foreman	8
Golf Course Administrator	7
Golf Course Cashier	8
Golf Course Ranger	8
Golf Course Starter	8
Golf Course Superintendent	7
Greenkeeper	8
Grounds Maintenance Maintainer	8
Harbor Master	8
Heavy Equipment Operator	8
Information Technology Manager	7
Labor Foreman	8
Laborer	8
Lifeguard	8
Light Equipment Operator	8
Maintenance Mason	8
Mayor	7
Motor Equipment Operator	8
Multiple Residence Inspector	8
Park Attendant	8
Park Maintainer	8
Parking Enforcement Officer	8
Personnel Officer	7
Plumbing Inspector	8
Police Lieutenant	8
Police Officer	8
Police Sergeant	8
Principal Account Clerk	7
Program Aide, Senior Center	8

Title	Hrs./Day
Public Relations Officer	7
Purchasing Agent	7
Recreation Director	7
Recreation Leader	8
Secretary	7
Secretary To The Mayor	7
Senior Account Clerk	7
Senior Assessment Clerk	7
Senior Clerk	7
Senior Fire Alarm Dispatcher - Caretaker	8
Senior Typist	7
Senior Water Distribution Operator	8
Sign Painter	8
Site Manager - Senior Center	7
Swimming Instructor	8
Tree Trimmer	8
Water Distribution Operator	8
Water Distribution Operator Trainee	8
Water Plant Operator	8
Water Plant Operator Trainee	8
Water Service Foreman	8
Working Supervisor	8
Yard Attendant	8
Youth Program Coordinator	7
Youth Services Worker	8

Resolution 6I

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby approve Budget Transfers as submitted and reviewed by the City Controller.

(See attached)

Resolution 6J

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the following claim in full and final settlement:

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Joan Davis	17-2591	\$234.46

Resolution 6K

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby adopts the Annual Plan of the Glen Cove Section 8 Housing Choice Voucher Program and Public Housing Agency Certifications of Compliance.

(See Attached)

Resolution 6L

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the closing of School Street, (from Highland Road to Pratt Blvd), Glen Street (from School Street to Pulaski Street) and provide access to the City-owned parking lot (next to the Sons of Italy) for GC350's Street Fair, Saturday, May 26 and Sunday, May 27th, 2018, effective 7 p.m. on Friday, May 25 for event set-up through event breakdown on Sunday, May 27 at 8 p.m.

Resolution 7A

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Kellie Paolillo as part-time Youth Services Worker, with Youth Bureau, at \$16.00 per hour effective December 23, 2017.

Budget Line A7050-51120

Resolution 8A

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby reappoint Carmine Filippone to the Board of Ethics Commission, for a term effective December 15, 2017 through December 15, 2022.

Resolution 8B-1

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby reappoint the following persons to the Zoning Board of Appeals, for a term effective December 15, 2017 through December 15, 2020:

Charles Chiclacos
Terry Moschetta

Resolution 8B-2

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Anthony Tripp to the Zoning Board of Appeals, for a term effective December 15, 2017 through December 15, 2020.

Resolution 8C

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the following persons are hereby reappointed to the Planning Board, for a term effective December 15, 2017 through December 15, 2020:

Thomas Scott
Michael Bellisimo
John Maccarrone
Michael Corigliano

**VILLAGE SQUARE
PERPETUAL AND EXCLUSIVE
PUBLIC USE EASEMENT AGREEMENT**

THIS **PUBLIC USE EASEMENT AGREEMENT** (this “Public Use Easement”), made as of the 1st day of December, 2017, by and among **RXR GLEN COVE VILLAGE SQUARE OWNER LLC**, a Delaware limited liability company authorized to do business in the State of New York, having offices at 625 RXR Plaza, Uniondale, New York 11556 (the “Company”), the **CITY OF GLEN COVE**, a New York State municipality with offices at 9-13 Glen Street, Glen Cove, New York 11542 (the “City”) and the **GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with offices at 9-13 Glen Street, Glen Cove, New York 11542 (the “Agency,” and together with the Company and the City, the “Parties”).

WHEREAS, the Company is the fee owner of approximately 0.376 acres of land commonly known as the Village Square Plaza and located between Brewster Street and School Street in the City (Section: 31, Block: 85, Lots: 38 and 39) as more particularly described in **Schedule A** attached hereto (the “Public Use Easement Area”); and

WHEREAS, the Company shall convey the Public Use Easement Area to the City on or before the completion of the Public Use Improvements described herein; and

WHEREAS, the Company is the redeveloper of the approximately 2.5-acre mixed-use project known as Village Square (the “Project”), including 146 residential units, approximately 15,607 square feet of retail space, parking and public amenities on land commonly known as Village Square and located between Brewster Street and School Street in the City and adjacent to the Public Use Easement Area (Section: 31, Block 85, Lot:40), as more particularly described in **Schedule B** attached hereto (the “Private Use Improvement Area”); and

WHEREAS, the Agency desires to obtain from the City a perpetual exclusive easement in favor of and for the benefit of the Agency, its successors and assigns, and the general public, including the right to assign or dedicate such easement back to the City, for public use of the Public Use Easement Area; and

WHEREAS, in furtherance of the development of the Project, the Company has agreed to construct or cause to be constructed, certain public improvements on the Public Use Easement Area, including, among other matters, landscaping, lighting, pathways, and other public improvements, infrastructure and amenities (collectively, the “Public Use Improvements”) as described in **Schedule C**) attached hereto; and

WHEREAS, the Public Use Easement Area and Public Use Improvements shall be available for use by the general public and the residents of the City, all of whom shall have access in, over and to the Public Use Easement Area and the Public Use Improvements; and

WHEREAS, on the Private Use Improvement Area (which Private Use Improvement Area are the subject of a lease from the Company to the Agency (the “Lease”) with a related leaseback from the Agency to the Company (the “Leaseback”), both dated the date hereof), the

Company will construct the Project and certain other amenities (collectively, the “Private Use Improvements”).

NOW THEREFORE, for and in consideration of these promises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company, the City and the Agency hereby covenant and agree as follows:

1. Easement in Favor of the Agency and the Public. The Company acknowledges that the Agency obtained from the City a perpetual exclusive easement in favor of the Agency, its successors and assigns, including the right to assign or dedicate such easement, in whole or part, back to the City, for public use of the Public Use Easement Area and Public Use Improvements. To memorialize said rights, subject to the terms of this Public Use Easement, the City does hereby grant, bargain, sell and convey in perpetuity to the Agency, its successors and assigns, for the benefit of the public in general, the following exclusive easements:

a. a perpetual exclusive easement in favor of Agency, its successors and assigns, including the right to assign or dedicate such easement, in whole or part, back to the City, for public use of, access to, and passage across and over the Public Use Easement Area, together with a perpetual exclusive easement for public use of the Public Use Improvements now or hereafter constructed thereon (subject however to any Private Use of Public Easement Licenses granted pursuant to Section 6 hereof); and

b. a permanent non-exclusive easement, in favor of Agency, its successors and assigns, for the benefit of the Public Use Easement Area, [including the right to assign or dedicate such easement back to the City,] subject to not interfering with improvements or contemplated future uses, existing or proposed from time to time, to install, construct, extend, replace, relocate, operate, repair, inspect, maintain, renew, and change the size of any and all electric, telephone, cable, water, storm water, waste water and natural gas facilities (including lines, conduit, cable and piping) and other utilities as reasonably necessary for the transmission and/or distribution of electric, telephone, cable, water, storm water, waste water, and natural gas and other utilities over those portions of the Public Use Easement Area conveyed herein, as well as unencumbered and unobstructed ingress and egress of vehicular and pedestrian traffic in, on, over, under, along, through, upon and across such portions of the Public Use Easement Area to operate, maintain, repair, replace and upgrade the same,

2. Ownership and Control of the Public Use Improvements.

a. The City and its successors and assigns shall be considered the owner for tax and other reporting purposes of all the land comprising the Public Use Easement Area, and shall provide public access to the Public Use Easement Area as provided for in this Public Use Easement.

b. The Agency and its successors and assigns shall be considered the owner for tax and other reporting purposes of all the Public Use Improvements within the Public Use Easement Area and shall provide public access to the Public Use Improvements as provided for in this Public Use Easement.

c. The Company acknowledges that it is not entitled to, and will not take, any tax position that is inconsistent with the foregoing. The Company shall not take any depreciation or amortization, investment tax credit, or deduction for any rent payment with respect to the Public Use Improvements.

d. The Agency shall be in control of and, subject to Section 8 hereof, responsible for the maintenance, repair, replacement, reconstruction, operation and management of the Public Use Improvements within the Public Use Easement Area, provided that the Agency shall use reasonable efforts to consult with the Company in an advisory capacity, and other parties as the Agency deems appropriate in its sole discretion, with respect to, among other things, permitted and prohibited uses, hours of operation, Special Events (as defined below), rules and regulations, and temporary interruptions in use of the Public Use Easement Area.

e. The Agency may, in its sole discretion, enter into a Maintenance Agreement with the Company and/or a third party having adequate experience in maintaining similar types of public easement areas and/or public use improvements for the performance of such services on behalf of the Agency, in form and substance substantially similar to the conceptual Maintenance Agreement in **Schedule D**, attached hereto, together with such changes as shall be mutually agreed upon by the Agency with the Company and/or such third party.

f. The Agency shall have the right in its sole discretion to establish, modify and change reasonable rules and regulations, including, but not limited to, fees, hours of operation, and permitted and prohibited uses, pertaining to the use of the Public Use Easement Area and the Public Use Improvements (provided however that the Agency shall take reasonable precautions so as to not unreasonably interfere with any Private Use of Public Easement Licenses granted pursuant to Section 6 hereof).

g. The activities, uses and conduct permitted within the Public Use Easement Area shall comply with all laws and regulations of the City, as well as any other federal, state, county or local agency having jurisdiction over all or any part of the Public Use Easement Area or the uses thereof.

h. No use of the Public Use Easement Area or the Public Use Improvements shall be permitted which, in the reasonable opinion of the Agency, is or is likely to become inconsistent with the purposes of this Public Use Easement.

i. Use of the easement granted hereunder shall be subject in the reasonable opinion of the Agency to temporary interruptions caused by periods of repair, reconstruction or alteration or by fire, acts of God, or other casualty, civil commotion, governmental regulation, or orders, security considerations or other causes rendering the use of the same temporarily unfit or inappropriate for normal use, provided, that such restriction shall be limited to the minimum variation necessary to afford the level of protection that the Agency deems necessary.

3. Permitted and Prohibited Uses Within Public Use Easement Area

a. The Public Use Easement Area shall remain open and accessible to the public pursuant to this Public Use Easement. The uses allowed and prohibited in the Public Use Easement Area shall be similar to those permitted in other public lands and public open spaces in

comparable mixed use public-private downtown developments, as well as in City parks and other City public spaces.

b. In furtherance of the purposes of this Public Use Easement, and subject to the restrictions contained herein, the general public may use the Public Use Easement Area and the Public Use Improvements for any use not inconsistent with the terms of this Public Use Easement.

c. The Public Use Easement Area shall not be used for an activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health or safety of any person, or disturbs or causes injury to plant, animal life, or causes damage to the Public Use Easement Area, the Private Use Improvement Area or any person.

d. The following uses shall be prohibited on the Public Use Easement Area: (i) amplified speech or music, except when such uses shall be permitted in connection with a special event permitted by the Agency or its designee ("Special Event"); (ii) alcoholic beverages (except at Special Events or approved private events, *e.g.*, weddings); (iii) open fires or cooking of any kind, except when such uses shall be permitted in connection with Special Events; and (iv) other uses reasonably determined by the Agency as not compatible with the Public Use Easement. Notwithstanding the foregoing, any Private Use of Public Easement Licenses granted pursuant to Section 6 hereof, may specifically allow any such use on terms and conditions contained in such license.

4. Hours of Operation of Public Use Easement Area.

a. Upon the completion of the Public Use Improvements, the Public Use Easement Area shall immediately be open and accessible to the public without charge or fee (except as hereinafter provided), seven (7) days per week.

b. The Public Use Easement Area shall be closed at dusk for active and group uses, provided that certain Special Events (described below) and Private Use of Public Easement Licenses may end at other reasonably appropriate times as determined by the Agency consistent with preservation of the character of the subject mixed-use Project and commensurate with similar publicly accessible venues adjacent to residential uses.

c. Walking, sitting and other passive uses within the Public Use Easement Area, including, but not limited to, paths and walkways, shall be permitted during hours reasonably determined by the Agency from time to time.

d. The Agency may close to the public the Public Use Easement Area requiring cleaning and maintenance, from one-half hour after sunset until such time as the Public Use Easement Area is required to be opened the next day. The Agency shall however maintain a reasonable means of access to/from the Private Use Improvements.

e. At such times as the Public Use Easement Area, or any portion thereof, are closed, they shall be closed to all members of the public. The Agency shall however maintain a reasonable means of access to/from the Private Use Improvements.

f. The Agency shall have the right, in its sole discretion, to close the Public Use Easement Area to the public for one day, or such other time period as shall be required by law, to prevent a public dedication of the Public Use Easement Area, other than a Saturday, Sunday or a public holiday, on the same date in January of each calendar year (or as near to such date as possible) to preserve the Agency's ownership interest in the Public Use Easement Area. The Agency shall notify the Company and the City no less than ninety (90) days in advance of such date, and the City and the Company shall have the right to move such date, as necessary to preserve existing and planned uses of the Public Use Improvements.

5. Management of Public Use Easement Area.

a. In general.

i. The Agency shall be responsible for the management of the Public Use Improvements and the Public Use Easement Area, including, but not limited to, the scheduling and conducting of Special Events (as defined below) within the Public Use Easement Area, and establishing fees in relation thereto (the "Management Parameters"). The Agency shall have the right, in its sole discretion, to designate the City, the City Parks Department (the "Parks Department"), any other City agency or department, or a third-party management company, to fulfill all or a portion of the management responsibilities described hereunder, upon written notice to the Company and the City.

ii. The Agency shall provide or cause to be provided all services required for managing the Public Use Easement Area and the Public Use Improvements.

iii. The Agency shall develop and implement, within the Agency's sole discretion and upon consultation with the Company and other parties as the Agency deems appropriate, a program of year round public activities and events within the Public Use Easement Area, including, but not limited to, arts, music, cultural events, theater, outdoor movies, farmer's markets, holiday and community celebrations, children's events, sporting activities, and other programs meant to establish the Project as a regional destination.

iv. The activities, uses and conduct permitted within the Public Use Easement Area shall comply with all applicable laws and regulations of the City, in addition to being subject to the rules and regulations (the "Rules and Regulations") set forth in **Schedule E** attached hereto. The Rules and Regulations shall not be modified, amended, or superseded, except by written instrument executed by the Agency in its sole discretion after consultation with the Company.

v. The Agency shall employ sufficiently experienced and qualified personnel to enable the Agency to fulfill its management obligations hereunder, and who will be courteous to the public and render the services required by this Public Use Agreement.

b. Special Events in General.

i. The Agency, City, and members of the public shall have the right to undertake and implement special events and programs within the Public Use Easement Area ("Special Events"), including, but not limited to, art programs, music, cultural events, theater,

movies, concerts, music and other festivals, exhibits, celebrations, holiday events, participatory neighborhood events, political functions, fundraising events, events having program or event sponsors, farmers' markets, sporting activities and other cultural and similar activities, as well as private events, all of which, except private events, shall be open to the general public as appropriate for the specific event, in accordance with the procedures provided below.

ii. The Agency and City may undertake and implement Special Events in their sole discretion.

iii. No member of the public shall be prohibited from entering or using the Public Use Easement Area during a Special Event during the hours the Public Use Easement Area are open to the public, unless the Special Event is an approved private event by a private sponsor.

iv. The Agency shall arrange with the City for reasonable police protection at any Special Event commensurate with the anticipated size, scope and nature of the Special Event.

c. Special Events by Members of the Public.

i. In order for a member of the public to sponsor and receive a permit to hold a Special Event within the Public Use Easement Area, such person, organization or entity (the "Sponsor") shall prepare and submit an application to the Parks Department no later than fifteen (15) days prior to the date of such Special Event, together with all other required information and fees (collectively, the "Special Event Application").

ii. The Parks Department shall promptly review such Special Event Application(s) to consider and determine whether to approve any proposals or requests for Special Events. The Parks Department shall not approve a Special Event which could reasonably be expected to threaten the public health, safety or welfare, violate the provisions hereof, violate the Rules and Regulations, or unduly disturb or interfere with the character of the Village Square mixed-use neighborhood, or the use and enjoyment of the Project by its residents. The allowable uses and noise levels within the Public Use Easement Area shall be commensurate with similar publicly accessible venues adjacent to residential uses.

iii. Cleaning up after any Special Event shall be the sole responsibility of the Sponsor, and shall be completed on the same day or evening of the Special Event or as soon thereafter as reasonably practicable. The Sponsor shall also be responsible for all lighting and electric consumption costs.

iv. The Parks Department shall establish rules and regulations requiring the Sponsor to provide insurance certificates, and indemnify the Agency and City in connection with the Special Event, commensurate with the insurance and indemnification policies of other public lands in the City and other nearby communities (including potentially waivers of insurance and indemnification requirements, depending on the scale and nature of the Special Event).

v. The Parks Department may establish a reasonable fee schedule for Sponsors of different types of Special Events, commensurate with fees charged for use of other public lands in the City and other nearby communities. The fee schedule may distinguish between City residents and non-residents, and weekend and weekday rates. The City shall retain all permit fees.

vi. The Parks Department may establish a schedule requiring a Sponsor to post security reasonably satisfactory to the Parks Department for the purpose of insuring the security, cleanup, lighting and electric costs, and repair of the Public Use Easement Area necessitated by such Special Event.

d. Special Events by Agency. The Agency shall have the right to hold Special Events in the Public Use Easement Area.

e. Rules and Regulations. The activities, uses and conduct permitted within the Public Use Easement Area shall comply with all applicable laws and regulations of the City, including the Parks Department, as well as the Rules and Regulations. The Rules and Regulations may include, but are not limited to, policies and requirements relating to Special Events, Private Use of Public Easement Licenses permissive and prohibitive uses in the Public Use Easement Area, fees, maximum capacity, and hours of operation.

f. Illumination. All pedestrian walkways shall be illuminated throughout the night, and at not less than the same level of illumination at which comparable public parks and open spaces are illuminated.

g. Concessions. As used in this Public Use Easement, the term “concessions” shall mean any service or goods provided in the Public Use Easement Area pursuant to one or more concession agreements. The Agency shall have the right to operate and maintain, or to permit others to operate and maintain, any and all concessions in the Public Use Easement Area, provided that the type, location and design of such concessions have been approved by the Agency. All concession agreements shall be subject to the provisions of **Schedule F**, attached hereto.

6. Private Use Improvement Area. As shown on **Schedule G** attached hereto, the first twenty-four (24) feet from the exterior of the Project building shall be a “Limited Private Use Area” portion of the Public Use Easement Area. Subject to the provisions of this Section 6, the Company may grant limited-use licenses (each, a “Private Use of Public Easement License”) to use portions of the Private Use Area to certain of its retail tenants. The form and substance of each such license shall be subject to the reasonable prior approval of the Agency and shall be subject to the following further restrictions:

a. only restaurant/cafe/bar uses (or any other uses eligible to receive a City-issued “sidewalk care permit”, if any, that are reasonably acceptable to the Agency) may receive a Private Use of Public Easement License, and such use shall be limited to the Limited Private Use Area immediately in front of such user’s store frontage and be for the purpose of providing outdoor dining/drinking areas for the patrons of such user, including tables and chairs,

awnings/umbrellas and reasonable decorations and ancillary equipment (server stations, supplies storage, etc.),

b. any such user shall be required to obtain and maintain a City-issued “sidewalk café permit” and be required to comply with all City and/or Agency maintenance and safety requirements,

c. such Private Use of Public Easement License shall contain insurance and indemnify provisions reasonably acceptable to the Agency,

d. the Agency may, in its reasonable discretion, temporarily suspend any such Private Use of Public Easement License from time to time for special events or other reasons, upon reasonable notice and prior consultation with the Company, and

e. such other reasonable rules, restrictions and procedures as the Agency may adopt from time to time.

7. Insurance; Waiver of Claims.

a. Each Party shall purchase and maintain (or cause to be purchased and maintained, or provide evidence that the Agency and/or the City have self-insured), at its sole cost and expense, insurance covering the Public Use Easement Area and related Public Use Improvement and the Project and the Private Use Improvement Area, as follows: (i) one or more policies of insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$2,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed by any applicable workers’ compensation law, together with an excess liability policy of at least \$5,000,000. Such liability insurance may be written with deductible amounts not exceeding \$10,000. Such liability insurance requirements may be satisfied by blanket policies in the aggregate amount of not less than \$25,000,000 or, with respect to the Agency, by self-insuring the above referenced insurance coverages or being included on a policy maintained by the City or insurance program maintained by City (including the City’s self-insurance); or (ii) such other insurance policies as are generally carried by prudent owners and operators of facilities in and around the City that are comparable to the Public Use Easement Area, in amounts maintained by such owners and operators. All such policies of insurance shall name the Agency, the City and the Company as additional insureds. Each Party agrees to deliver to the other certificates of insurance (or documentation of self-insurance) evidencing the coverage required under this Section 7 (including periodic renewals thereof) not later than ten (10) days prior to the effective date of this Public Use Easement. The foregoing insurance limits shall be adjusted periodically as determined by the Agency upon notice to the Company and the City to account for inflation.

b. Subject to compliance with Section 8 of this Public Use Easement, the Parties hereto for themselves and on behalf of their successors and assigns, hereby waive any and all rights of recovery, claims, actions or causes of action, against the other party or its successors,

assigns, officials, officers, volunteers, agents or employees, by subrogation or otherwise, for any loss or damage that may occur on the Public Use Easement Area by reason of fire, the elements or any other cause which could be insured against under the terms of special form property insurance policies (whether or not such insurance is actually maintained), REGARDLESS OF CAUSE OR ORIGIN and covenants that no insurer shall hold any right of subrogation against such party.

c. In the event that the Public Use Improvements are damaged or destroyed in whole or in part by any fire or other casualty in a manner that creates an impediment to the Agency's use of the Easement, the Agency shall, or shall cause, at its sole cost and expense and within a reasonable time, promptly commence and thereafter diligently pursue to completion the repair or restoration of the Public Use Easement Area to the condition immediately preceding such fire or other casualty (subject to applicable legal requirements at such time). The Agency shall insure the Public Use Improvements against casualty loss in an amount equal to the replacement cost of the Public Use Improvements, without provision for co-insurance.

8. Payment for Maintenance of Public Use Easement Area and Public Use Improvements. The Company, and its successors and assigns determined in accordance with Section 8 hereof (each an "Obligated Party") shall be responsible in perpetuity to pay for the Agency's direct and indirect fees, costs and expenses for the maintenance and repair of the Public Use Easement Area and Public Use Improvements in accordance with the provisions set forth herein (whether performed by the Company, Agency, the City or any of its departments or agencies, or a third-party maintenance company).

Unless the Agency and the Company agree that such maintenance and repair shall be performed directly by the Company, the Agency shall prepare annually a budget for the maintenance and repair of the Public Use Easement Area and Public Use Improvements for the upcoming calendar year (the "Budget"). The Budget shall include, but not be limited to all reasonable costs for the management and maintenance of the Public Use Easement Area and Public Use Improvements, and the Agency's insurance costs. The Budget shall not include costs for capital improvements or replacements of elements of the Public Use Improvements (such costs shall be the responsibility of the City and/or the Agency). The Agency shall submit the Budget to the Obligated Party, for review and consultation in an advisory capacity on or before December 1st of each year. The Obligated Party shall have the right, but not the obligation, to provide the Agency with input on the Budget in a timely manner. The Agency shall reasonably consider the Obligated Party's input and finalize the Budget, in writing, on or before December 31st of each year. Notwithstanding anything to the contrary in this Public Use Easement, the Agency shall have the right, in its sole discretion, to determine the Budget following reasonable consultation in an advisory capacity with the Company, and/or other parties as the Agency deems appropriate.

The Obligated Party shall advance to the Agency one-quarter of the approved Budget on or before January 10th of each year, and shall advance to the Agency the remaining installments on April 1st, July 1st and October 1st of each year (collectively, the "Maintenance Advances"). The Agency shall use the Maintenance Advances advanced to it solely to maintain, repair and manage the Public Use Easement Area and Public Use Improvements in accordance with the Budget.

The Agency shall establish and maintain accurate records and accounts which sufficiently and properly reflect all direct and indirect costs and expenses of any nature relating to the maintenance, repair, replacement, operation and management of the Public Use Easement Area and Public Use Improvements. Such records and accounts shall conform to generally accepted accounting principles.

The Obligated Party shall pay to the Agency the actual amount of any expenditures the Agency makes which exceed the Budget on or before March 1st of each next subsequent year. The Agency shall return to the Obligated Party on or before March 1st of each year any unused portion of the Maintenance Advances from the previous year, or credit said unused portion against the Maintenance Advances for the current year if authorized in writing by the Obligated Party.

In the event there is a dispute or delay between the Parties regarding any budgetary or other matter, the Parties shall cooperate in good faith to resolve such dispute within a reasonable time. Notwithstanding the preceding sentence, in the event there is any dispute between the Parties concerning the Budget, during said period until such dispute is resolved, the Obligated Party shall advance to the Agency all funds requested by the Agency for the maintenance, repair, replacement, operation and management of the Public Use Easement Area and the Public Use Improvements for the next quarterly period, which amounts advanced shall be credited against the Maintenance Advances determined to be owed following resolution of the dispute.

The Agency, in its sole and absolute discretion, shall have the right to assign its rights and obligations hereunder regarding the maintenance and repair of the Public Use Easement Area and the Public Use Improvements to the City, the City Parks Department, or another City department or agency, or another municipal or quasi-municipal entity upon written notice to the Obligated Party.

Notwithstanding anything to the contrary contained herein, in the event the Obligated Party shall fail to deliver the Maintenance Advances to the Agency as required under this Section 8, or fail to perform any other material obligation hereunder, and such failure shall continue unremedied for a period of ten (10) business days after written notice thereof from the Agency, the Agency may take whatever action at law or in equity as may appear necessary or desirable to recover damages for the breach hereof or to enforce performance of the Obligated Party's obligations hereunder, together with any expenses, including reasonable attorneys' fees. No remedy referred to in this Section 8 is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available at law or in equity, and the exercise or beginning of exercise by the Agency of any or all of such other remedies shall not preclude the simultaneous or later exercise by the Agency of any or all of such other remedies. The amount of any Maintenance Advances which remain unpaid ten (10) business days after written notice thereof from the Agency, together with interest at the highest rate permitted by law, shall be a lien upon the Private Use Improvement Area which shall run with the Private Use Improvement Area (the Agency shall have the right to unilaterally file a Notice of Lien against the Private Use Improvement Area), and shall be enforceable by the Agency, together with any expenses, including reasonable attorneys' fees, incurred by the Agency in collecting any delinquent amount of Maintenance Advances pursuant to this Section 8.

9. Completion of Public Use Improvements/Certificates of Occupancy.

a. To the extent that it has not already done so, the Company shall cause detailed plans (the "Plans") to be prepared for the Public Use Improvements with conceptual details and specifications identified by the Agency, City Planning Board, City Building Department, and other City agencies and departments as directed from time to time by the Agency (together, the "Governmental Authorities"). The Company shall, at its sole cost and expense, obtain the written or other evidence of approval of the Plans from all necessary Governmental Authorities in accordance with any applicable ordinances and regulations of such Governmental Authorities. The Company shall also obtain the written or other evidence of approval of any material modifications to the approved Plans from all necessary Governmental Authorities, the City Planning Board, and representatives of the Agency as designated from time to time by the Agency. Copies of the approved Plans and "as-built" drawings shall be provided by the Company to the Agency.

b. The Company shall perform all of its obligations hereunder and shall cause all operations with respect to the design, engineering, construction and installation of the Public Use Improvements to be conducted in a good and workmanlike manner in compliance with this Public Use Easement and all Governmental Requirements with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Company shall employ or cause to be employed at all times adequate staff or contract with consultants or agents with the requisite experience necessary to administer and coordinate (or has administered and coordinated) all work related to the design, engineering, construction and installation of the Public Use Improvements. The Company shall ensure the timely lien-free construction of the Public Use Improvements. The Company shall not be required to perform a "public bid" or publish a public notice regarding the construction and installation of the Public Use Improvements except as set forth herein.

c. In performing its obligations under this Agreement, the Company is an independent contractor and not an employee or agent of the Agency. The Agency shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Company including, but not limited to, with respect to any contracts approved by the Agency.

d. The completion of the Public Use Improvements is expected to take between 18 and 24 months from the date hereof. The Company, its successors and assigns, shall not be entitled to receive a Temporary or Permanent Certificate of Occupancy for any portion of the Project until such time as the City Building Department issues a certificate of completion or other comparable written determination that the Public Use Improvements have been satisfactorily completed and are approved for public use and occupancy.

e. Notwithstanding anything contained in this Agreement to the contrary, the Company shall have permanent easement rights to lay drainage improvements and various utility lines through and under the Public Use Improvements, both for the benefit of the Public Use Improvements and for the benefit of the Project, subject to compliance with applicable law. The

Agency and the City, as applicable, and the Company shall enter into any required mutually acceptable perpetual easements, in recordable form, in furtherance of the rights granted under this subparagraph 9(e).

10. Eligible Transferee.

a. Subject to the provisions of the Leaseback while same is in effect, the Company may assign, transfer or convey any rights it has in the Project to an affiliate of the Company without the consent of the Agency, provided (i) any required Maintenance Advance has been delivered to the Agency, (ii) written notice is provided to the Agency at least fifteen (15) business days in advance of such transfer, together with all reasonable documentation requested by the Agency, (iii) the Company is in substantial compliance with all of its material obligations under this Public Use Easement, all other relevant agreements and approvals related to the Project, and any other applicable laws and regulations, and (iv) the transferee acknowledges in writing that as a successor in interest to the Company it is bound by all the terms and conditions of this Public Use Easement, and all other relevant agreements and approvals related to the Project insofar as they relate to the interest being transferred.

b. The Company may assign, transfer or convey any rights it has in any phase of the Project to a non-affiliate of the Company, provided, (i) any required Maintenance Advance has been delivered to the Agency, (ii) written notice is provided to the Agency at least forty-five (45) days in advance of such transfer, together with all reasonable documentation requested by the Agency, (iii) the Company is in substantial compliance with all of its material obligations under this Public Use Easement, all other relevant agreements and approvals related to the Project, and any other applicable laws and regulations, (iv) the transferee acknowledges in writing that as a successor in interest to the Company it is bound by all the terms and conditions of this Public Use Easement, and all other relevant agreements and approvals related to the Project insofar as they relate to the interest being transferred, (v) the transferee meets the criteria of an Eligible Transferee as defined herein and (vi) the Agency provides its written consent, which shall not be unreasonably withheld, conditioned or delayed.

c. A transferee shall be an "Eligible Transferee" only if its principals collectively have, among other criteria (i) a demonstrated history in constructing, owning and/or operating the residential or commercial component it is seeking to develop, (ii) sufficient capital or access thereto, to carry out the Company's obligations hereunder with respect to the interest being transferred, (iii) has not defaulted on a contract with the City or Agency, and (iv) an identified and demonstrated team capable of completing and/or operating the Project in accordance with the terms and conditions of this Public Use Easement, and any other approvals related thereto.

11. Construction of Improvements.

a. The Company shall ensure that construction of the Public Use Improvements, for the benefit of the Agency, shall proceed diligently to completion using commercially reasonable efforts in accordance with a construction schedule provided to the Agency by the Company prior to the start of construction. "Completion" for purposes of this subsection shall mean the City Building Department's issuance of a certificate of completion or

other comparable written determination that the Public Use Improvements have been satisfactorily completed and are approved for public use and occupancy.

b. Construction of the Private Use Improvements shall proceed diligently to completion using commercially reasonable efforts in accordance with a construction schedule provided to the Agency by the Company prior to the start of construction of the Project. "Completion" for purposes of this subsection shall mean the Building Department's issuance of a temporary or permanent Certificate of Occupancy with respect to the Private Use Improvements. The Parties shall cooperate and use commercially reasonable efforts to overcome any potential constraint or obstacle to the timely completion of construction for each phase.

c. The Company shall submit quarterly written reports to the Agency in such detail and at such other times as may be reasonably requested by the Agency, as to the actual progress of the Company with respect to construction of the Public Use Improvements and the Private Use Improvements.

12. Remedies in the Event of Default. In the event any Party shall default in the performance of its obligations hereunder then a non-defaulting party may seek such remedies as may be available at law or in equity, including an action for damages or specific performance, provided, however, that the covenants contained herein are independent of the grant of the easement and, accordingly, the easement granted hereunder is in no way subject to termination in the event of any such default by either party. Notwithstanding the foregoing, in no event shall any Party be entitled to recover special, consequential or punitive damages.

13. Limitation on Liability. Notwithstanding any other term or condition contained in this Public Use Easement:

a. The obligations and agreements of the Agency contained herein shall not constitute or give rise to an obligation of the State of New York or the City, and neither the State of New York nor the City shall be liable hereon. All obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Sublease Agreement dated the date hereof, and neither the members of the Agency nor any person executing this Public Use Easement on its behalf shall be liable personally under this Public Use Easement. Any judgment or decree in favor of the Company or its successors or assigns shall be enforceable against the Agency only to the extent of its interest in the Public Use Improvements, and any such judgment shall not be subject to execution on or by a lien on assets of the Agency other than its interest in the Public Use Improvements.

b. No order or decree of specific performance with respect to any of the obligations of the Company hereunder shall be sought or enforced against the Company unless the party seeking such order or decree shall first have requested the Company in writing to take the action sought in such order or decree of specific performance, and thirty (30) days shall have elapsed from the date of receipt of such request, and the Company shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than thirty (30) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period.

14. Indemnification. Each party hereto (the “Indemnifying Party”) hereby agrees, to the extent permitted by law, to protect, indemnify, defend with counsel selected by the Indemnifying Party and reasonably consented to by the other party hereto (the “Indemnified Party”), and hold harmless the Indemnified Party and its officers, directors, employees, affiliates, agents, and successors and assigns (collectively, the “Indemnified Party’s Related Parties”) from and against any and all claims, liabilities (including sums paid in settlement of claims), losses, costs, obligations, demands, suits, liens, damages (excluding consequential and punitive damages except to the extent payable to third parties) fines, penalties (including any sums ordered to be paid by the Indemnified Party’s Related Parties by any governmental authority as a fine, penalty or damages for any violation of any environmental law), environmental investigation, remediation, response, operations and maintenance costs, institutional control costs, assessments, forfeitures, actions, defenses, administrative proceedings (including informal proceedings), judgments, orders, equitable relief, expenses (including experts’ and consultants’ fees and costs), attorney’s fees and expenses (including any fees and expenses incurred in enforcing or interpreting this Public Use Easement), and claims (including third party claims for personal injury or real or personal property damage) of any kind or nature whatsoever sought from or asserted against the Indemnified Party’s Related Parties as the result of any act or omission on the part of the Indemnifying Party or any party under its control, or any failure on the part of any such party to fully and timely observe and perform its obligation under this Public Use Easement or as a result of any fact, circumstance, condition or occurrence related to the Public Use Easement Area and the Easement. This section shall survive the termination of this Public Use Easement.

15. Agency’s Self Help. If the Company shall default in the performance or observance of any agreement or condition in this Public Use Easement contained on its part to be performed or observed, and if the Company shall not cure such default within forty-eight (48) hours after notice from the Agency specifying the default (or, if such default shall reasonably take more than forty-eight (48) hours to cure, and Company shall not have commenced the same within the forty-eight (48) hours and diligently prosecuted the same to completion), the Agency may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Company and any amount paid or any contractual liability incurred by the Agency in so doing shall be deemed paid or incurred for the account of the Company and the Company shall promptly reimburse the Agency therefor and save the Agency harmless therefrom. Provided, however, that the Agency may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to the Company if an emergency situation exists, or after notice to the Company, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Public Use Easement Area or the Easement or to prevent injury or damage to persons or property.

16. Easement in Gross. The easement granted pursuant to this Public Use Easement and all other rights, protections, benefits and remedies granted or otherwise available under this Public Use Easement shall burden the Public Use Easement Area in perpetuity, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns and shall be considered an easement in gross assignable by the Agency to the City or other qualifying public body approved from time to time by the Agency.

17. Third-Party Beneficiary. The City shall be a third-party beneficiary of this Public

Use Easement, and may file suit or take any other appropriate action necessary to enforce the terms and conditions of this Public Use Easement.

18. Effective Date. This Public Use Easement shall become effective when it is duly recorded in the Office of the Nassau County Clerk (the "Effective Date"), and shall continue in effect in perpetuity, unless and until terminated by the Agency and the City.

19. Headings. The headings and captions used in this Public Use Easement are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Public Use Easement, nor affect the meaning thereof.

20. Number and Gender of Words. Whenever in this Public Use Easement the singular number is used, the same shall include the plural whenever appropriate, and vice versa; and words of any gender in this Public Use Easement shall include each other gender whenever appropriate.

21. Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by certified mail, postage prepaid, or to a nationally recognized courier such as Federal Express, addressed as follows:

To the Agency: Glen Cove Industrial Development Agency
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Reginald A. Spinello, Chairman

With Copy To: Glen Cove City Attorney
City Hall
9-13 Glen Street
Glen Cove, New York 11542
Attention: Charles McQuair, Esq.

and

Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attention: Milan K. Tyler, Esq.

To the Company: RXR Glen Isle Partners, LLC
625 RXR Plaza
Uniondale, New York 11556
Attention: Frank Haftel

With Copy To: Farrell Fritz, P.C.

1320 RXR Plaza
Uniondale, New York 11556
Attention: Peter L. Curry, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section. Any notice hereunder may be given by counsel for a party with the same force and effect as if given by such party.

22. Governing Law. This Public Use Easement is being executed and delivered, and is intended to be performed, in the State of New York, and the laws of such state shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of this Public Use Easement.

23. Entirety and Amendments. This Public Use Easement embodies the entire agreement between the parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended from time to time only by an instrument in writing executed by the parties hereto.

24. Supersession. To the extent that any term or condition of this Public Use Easement is inconsistent with any term or condition in any fully executed agreement by the Parties relating to the Project, the terms and conditions of this Public Use Easement shall control.

25. Multiple Counterparts. This Public Use Easement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Public Use Easement, it shall not be necessary to produce or account for more than one such counterpart.

26. Certificates. The parties hereto agree that they will, from time to time, upon request by any party, execute and deliver a statement in recordable form certifying that this Public Use Easement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified and describing each modification); and that, if true, no party is in default; and further containing such other information as the party requesting such certificate may reasonably request.

27. Local Participation Plan.

a. The Company shall make commercially reasonable efforts to award no less than twenty percent (20%) of all construction-related and post-construction permanent jobs and construction-related contracts for the Public Use Improvements to qualified City residents and vendors. The Company shall make commercially reasonable efforts to ensure that qualified City residents, veterans, minorities and women (collectively, "Local Workforce"), and qualified local, minority, women-owned and veteran-owned businesses (collectively, "Local Businesses"), are represented through this Local Participation Plan. The Company shall use commercially reasonable efforts to undertake, among other things, the following steps:

- Host informational sessions in local housing developments, schools, churches and associations to notify residents, area businesses and advocacy groups about the various work opportunities that the Project presents;

- Refer qualified Local Workforce and Local Businesses to current parties with whom the Company has entered into contracts regarding the Project (e.g., subcontractors, vendors);

- Package construction contracts where feasible in sizes appropriate for smaller businesses;

- Encourage trade contractors to partner and subcontract with Local Businesses and hire Local Workforce;

- Create a Project-specific prequalification form to hand out to subcontractors interested in bidding opportunities; and

- Include contract provisions with trade contractors and subcontractors, which impose a prioritization of hiring qualified Local Businesses and Local Workforce.

b. The Company shall also work with the Agency and any other pertinent agencies in the City to secure a list of qualified local vendors, contractors and labor.

c. The Company shall not be required to employ local residents or contract with local vendors at wages or contract prices that are higher than can be paid to non-residents for similar work or services.

d. The Company shall maintain detailed records of the actions that it takes to achieve the participation goals in such forms as will enable the Agency to determine that Company has implemented efforts in accordance with this Local Participation Plan. The Company shall periodically at the Agency's request submit reports to the Agency to demonstrate compliance with this Plan until two (2) years after completion of the Project.

28. Nondiscrimination. The Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, sexual orientation or any other protected class.

29. Covenants of Good Faith and Fair Dealing, and Commercially Reasonable Efforts.

a. The Parties recognize that the successful ongoing planning and implementation of the Project, and their respective ability to perform their obligations under this Public Use Easement, will require coordination among them. Accordingly, this Public Use Easement imposes an obligation of good faith and fair dealing on the Company, Agency, and the City in the performance and enforcement of their respective rights and obligations hereunder. The Company, Agency, and the City, with a shared commitment to honesty and integrity in the

performance and administration of this Public Use Easement, agree to the following mutual duties: (i) each will be held to a standard of good faith and fair dealing in the performance of its duties and obligations under this Public Use Easement, (ii) each will function within the laws and statutes applicable to their duties and responsibilities, (iii) each will cooperate to facilitate the other's performance, (iv) each will avoid hindering the other's performance, (v) each will respond promptly and completely to the reasonable requests of the other, (vi) each will proceed to fulfill its obligations under this Public Use Easement diligently and honestly, (vii) except as otherwise provided in this Public Use Easement for the giving or the withholding of Parties' consent, approval or the like in its or their sole and arbitrary or absolute discretion, each agrees to use all commercially reasonable efforts to discharge their respective obligations under this Public Use Easement and to assist each other in discharging their obligations under this Public Use Easement which are dependent in any measure on another party's performance, and (viii) each will cooperate in the common endeavor of completing the performance and administration of this Public Use Easement and the consummation of the transactions contemplated by this Public Use Easement in a timely and efficient manner. Except as otherwise provided in this Public Use Easement for a consent or approval to be given or withheld in the sole and arbitrary discretion of a party, all other consents and approvals required or desired of any party shall be promptly addressed and not unreasonably withheld or delayed; provided, further, no party shall claim that the exercise, pursuant to the express provisions of this Public Use Easement, of a party's sole, absolute or arbitrary discretion shall be deemed a breach of this Section.

b. Whenever used in this Public Use Easement, the term "commercially reasonable efforts" shall mean such efforts as are commercially reasonable in light of that Party's own capabilities and of the other Party's justifiable expectations.

30. Default.

a. In the event a Party provides the other Party with written notice of a dispute, or alleged default or breach, arising out of this Public Use Easement, the Parties shall cooperate in good faith to explore a resolution to such dispute, or alleged default or breach. In the event that a resolution is not reached within a reasonable time, the non-defaulting or non-breaching Party may not terminate this Public Use Easement, but instead may institute arbitration proceedings, provided, that it may only seek termination in the arbitration in accordance with the standards set forth hereunder.

b. The arbitrator shall determine the appropriate remedy, at law and/or in equity, to resolve any dispute, or alleged default or breach, arising out of this Public Use Easement, with the goal of keeping the Project progressing in a diligent and commercially reasonable manner. The remedies available to the arbitrator shall include, but not be limited to, requiring specific performance, requiring Project modification(s) subject to any applicable regulations and/or approvals, instituting mediation, awarding any appropriate damages or penalties, and/or declaring a default or breach and terminating this Public Use Easement.

c. The arbitrator's determination shall be binding upon the Parties, and shall not be subject to review in a court action, except a determination terminating this Public Use Easement. The arbitrator shall not find a default or breach of this Public Use Easement justifying termination against either Party unless the arbitrator makes a specific finding that the defaulting

or breaching Party's actions or inactions relating to its material obligations hereunder constituted extreme or egregious unreasonableness under a rational commercial person standard. In the event that the arbitrator determines to terminate this Public Use Easement, either Party may litigate the issues presented to the arbitrator in a competent court of law under a standard that affords the Parties a trial de novo of all matters considered by the arbitrator, provided, that either Party may admit the arbitrator's determination into evidence, the probative value of which shall be determined by the Court. The Court may adopt or reject the arbitration decision in whole or in part. Any Party electing to litigate the issues presented to the arbitrator shall commence said litigation within forty-five (45) days of receipt of the arbitrator's determination. In the event of such litigation, the Parties agree that they shall in good faith prosecute said litigation expeditiously, including with respect to discovery, without waiving any of their respective rights, and that this obligation may be enforced by the trial court as it may deem appropriate.

31. Agreement to Burden and Run with the Land. This Public Use Easement shall encumber, burden and run with the land as to both the Public Use Easement Area and the Private Use Improvement Area.

32. Miscellaneous.

a. Binding Effect; Successors and Assigns. The terms and provisions of this Public Use Easement, and the respective rights and obligations hereunder of the Agency and Company shall be binding upon their respective successors and assigns and inure to the benefit of their respective permitted successors and assigns.

b. Severability. In case any one or more of the provisions contained in this Public Use Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Public Use Easement, and this Public Use Easement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

c. No Personal Liability. Notwithstanding anything in this Public Use Easement to the contrary, the obligations and agreements of the Agency, City and the Company contained herein and any other instrument or document executed in connection herewith, and any other instrument or document supplemental hereto, shall be deemed the obligations and agreements of the Agency, City and the Company and not of any member, director, officer, agent or employee of the Agency, City or the Company in his\her individual capacity, and the members, directors, officers, agents and employees of the Agency, City and the Company shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or of any transaction contemplated hereby.

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IN WITNESS WHEREOF, the parties hereto have executed this Public Use Easement, intending that the same be recorded in the Office of the Clerk of the County of Nassau, as of the day and year first above written.

**GLEN COVE INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Barbara A. Peebles
Executive Director

**GLEN COVE VILLAGE SQUARE
OWNER LLC**

By: _____
Name:
Title:

CITY OF GLEN COVE

By: _____
Reginald A. Spinello
Mayor

State of New York)
)
County of Nassau) ss.:

On the _____ day of October in the year 2017, before me, the undersigned, personally appeared Barbara A. Peebles, 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 signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York)
)
County of Nassau) ss.:

On the _____ day of October in the year 2017, before me, the undersigned, personally appeared _____, 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 signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A (THE "PUBLIC USE EASEMENT AREA")

ALL that certain plot, piece or parcel of land together with the improvements thereon erected, situate lying and being in the City of Glen Cove, County of Nassau and State of New York being the Proposed Open Space Lot as shown on the Minor Subdivision Plan dated February 17, 2017 made by Paulus, Sokolowski and Sartor, LLC, being all of Lot 13, and portions of Lots 3, 4 and 37, in Block 85 of Section 31 on the Land and Tax Map of Nassau County, which said lot and portions of said lots are bounded and described as follows:

COMMENCING at a point in the westerly right-of-way of Bridge Street, said point being the southeasterly corner of current Lot 37, in said Block 85 of Section 31 on the Land and Tax Map of Nassau County, and running thence the following two (2) courses along said westerly right-of-way:

1. South 02° 30' 35" West a distance of 107.64 feet to a point;
2. North 10°49'12" East a distance of 13.39 feet to the POINT OF BEGINNING;

RUNNING THENCE the following ten (10) courses and distances:

1. North 87°29'25" West a distance of 90.63 feet to a point;
2. North 47°01'06" West a distance of 73.77 feet to a point;
3. North 29°24'17" East a distance of 85.92 feet to a point;
4. South 86°05'55" East a distance of 120.68 feet to a point;
5. South 79°10'48" East a distance of 4.94 feet to a point on the westerly right-of-way of Bridge Street;
6. South 10°49'12" West, along the westerly right-of-way of Bridge Street, a distance of 35.67 feet to a point;
7. North 87°29'25" West a distance of 93.06 feet to a point;
8. South 02°30'35" West a distance of 49.00 feet to a point;
9. South 87°29'25" East a distance of 85.90 feet to a point on the westerly right-of-way of Bridge Street;
10. South 10°49'12" West, along the westerly right-of-way of Bridge Street, a distance of 36.96 feet to the POINT OF BEGINNING.
- 11.

Containing an area of 11,993 square feet or 0.275 acres more or less.

And;

ALL that certain plot, piece or parcel of land together with the improvements thereon erected, situate lying and being in the City of Glen Cove, County of Nassau and State of New York being the Proposed Parkland Lot as shown on the Minor Subdivision Plan dated February 17, 2017 made by Paulus, Sokolowski and Sartor, LLC, being portions of Lots 3, 4 and 37, in Block 85 of Section 31 on the Land and Tax Map of Nassau County, which said lot and portions of said lots are bounded and described as follows:

COMMENCING at a point in the westerly right-of-way of Bridge Street, said point being the southeasterly corner of current Lot 37, in said Block 85 of Section 31 on the Land and Tax Map of Nassau County, and running thence the following two (2) courses along said westerly right-of-way:

1. South $02^{\circ} 30' 35''$ West a distance of 107.64 feet to a point;
2. North $10^{\circ} 49' 12''$ East a distance of 50.35 to the POINT OF BEGINNING;

RUNNING THENCE the following four (4) courses and distances:

1. North $87^{\circ} 29' 25''$ West a distance of 85.90 feet to a point;
2. North $02^{\circ} 30' 35''$ East a distance of 49.00 feet to a point;
3. South $87^{\circ} 29' 25''$ East a distance of 93.06 feet to a point on the westerly right-of-way of Bridge Street;
4. South $10^{\circ} 49' 12''$ West, along the westerly right-of-way of Bridge Street, a distance of 49.52 feet to the POINT OF BEGINNING.

Containing an area of 4,384 square feet or 0.101 acres more or less.

SCHEDULE B (THE "PRIVATE USE IMPROVEMENT AREA")

ALL that certain plot, piece or parcel of land, situate lying and being in the City of Glen Cove, County of Nassau and State of New York, and being all of lot 16 and part of lot 37 in Block 85 of Section 31 on the Land and Tax Map of Nassau County, more particularly bounded and described as follows:

BEGINNING at a point in the westerly right-of-way of Bridge Street, said point being the southeasterly corner of current Lot 37, in said Block 85 of Section 31 on the Land and Tax Map of Nassau County;

RUNNING THENCE the following three (3) courses and distances:

1. North 87° 32' 03" West a distance of 168.63 feet to a point;
2. South 01° 52' 10" West a distance of 24.73 feet to a point;
3. North 89° 38' 32" West a distance of 34.59 feet to a point;

THENCE the following three (3) courses and distances along the easterly and northerly lines of Lot 36 in Block 85 of Section 31 on the Land and Tax Map of Nassau County:

1. North 01° 19' 56" East a distance of 130.99 feet to a point;
2. North 89° 27' 27" West a distance of 98.73 feet to a point;
3. North 70° 17' 02" West a distance of 51.14 feet to a point on the easterly right-of-way of Brewster Street (a/k/a Glen Cove Avenue Extension),

THENCE the following three (3) courses and distances along the easterly right-of-way of Brewster Street (a/k/a Glen Cove Avenue Extension):

1. On a curve to the right having a radius of 560.00 feet, an arc length of 206.92 feet, whose chord bears North 28° 55' 53" East a chord distance of 205.74 feet to a point of tangency;
2. North 39° 31' 02" East a distance of 94.96 feet to a point of cusp;
3. On a curve to the right having a radius of 1240.00 feet, an arc length of 71.25 feet, whose chord bears North 37° 52' 18" East a chord distance of 71.24 feet to a point;

THENCE along the southerly line of Lot 33 in Block 85 of Section 31 on the Land and Tax Map of Nassau County, South 60° 41' 08" East a distance of 103.98 feet to a point;

THENCE the following five (5) courses and distances along the westerly and southerly lines of Lot 26 in Block 85 of Section 31 on the Land and Tax Map of Nassau County:

1. South 29° 18' 52" West a distance of 44.50 feet to a point
2. South 60° 41' 08" East a distance of 16.68 feet to a point;
3. South 86° 05' 55" East a distance of 65.58 feet to a point;
4. North 37° 20' 29" East a distance of 20.04 feet to a point;
5. South 60° 41' 08" East a distance of 60.32 feet to a point in the westerly right-of-way of School Street;

THENCE along said westerly right-of-way of School Street the following two (2) courses:

1. South 28° 18' 59" West a distance of 75.88 feet to a point;
2. South 10° 49' 12" West a distance of 18.38 feet to a the Open Space Lot as shown on the Minor Subdivision Plan dated February 17, 2017 made by Paulus, Sokolowski and Sartor LLC;

THENCE the following five (5) courses along said Open Space Lot:

1. North 79° 10' 48" West a distance of 4.94 feet to a point;
2. North 86° 05' 55" West a distance of 120.68 feet to a point;
3. South 29° 24' 17" West a distance of 85.92 feet to a point;
4. South 47° 01' 06" East a distance of 73.77 feet to a point;
5. South 87° 29' 25" East a distance of 90.63 feet to a point in the westerly right-of-way of Bridge Street;

THENCE the following two (2) courses along said westerly right-of-way of Bridge Street:

1. South 10° 49' 12" West a distance of 13.39 feet to a point;
2. South 02° 30' 35" West a distance of 107.64 feet to the POINT OF BEGINNING.

Containing an area of 92,197 square feet or 2.116 acres more or less.

Said premises being commonly known as 4 Bridge Street, 18, 22, 24, 31 Village Square, Glen Cove, New York

Section 31 Block 85 Lot 16 and part of 37

SCHEDULE C (THE “PUBLIC USE IMPROVEMENTS”)

SCHEDULE D (THE “MAINTENANCE AGREEMENT”)

SCHEDULE E (THE “RULES AND REGULATIONS”)

SCHEDULE F (THE “CONCESSIONS RESTRICTIONS”)

SCHEDULE G (THE “LIMITED PRIVATE USE AREA”)

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CONTRACT OF SALE

dated DECEMBER __, 2017

between

City of Glen Cove

as Seller

and

School for Language and Communication Development (SLCD)

as Purchaser

Affecting Premises known as
Coles School- Cedar Swamp Road,
in City of Glen Cove, New York.

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CONTRACT OF SALE

AGREEMENT, made December__, 2017, between City of Glen Cove, a Municipal corporation, having an address at 9 Glen Street, Glen Cove, New York 11542 ("Seller"), and School for Language and Communication Development (SLCD), a corporation, having an address at 100 Glen Cove Ave, Glen Cove, New York 11542 ("Purchaser").

W I T N E S S E T H :

Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in City of Glen Cove, the County of Nassau and the State of New York, being more particularly described in Parcel "A" in attached partition map hereto annexed as Exhibit "A" and made a part hereof,

TOGETHER with all right, title and interest, if any, of Seller in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of Seller in and to said premises,

(the aforesaid land, buildings and improvements being hereinafter referred to as the "Premises").

The Premises to be conveyed is identified on the partition map dated June 14, 2017 consisting of Parcel A of approximately 1.86 Acres

The zoning classification of the Premises is: B-2

This sale includes all right, title and interest, if any, of Seller in and to any land lying in the bed of any streets or roads, opened or proposed, in front of or adjoining the Premises, to the center lines thereof, and all right, title and interest, if any, of Seller in and to any unpaid award made or to be made in lieu thereof or for any change of grade of any such street or road.

This sale includes all right, title and interest of Seller in and to the buildings, structures and improvements located on the

Premises, all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and all fixtures, equipment, machinery and personal property, excluding vehicles, now situate on and appurtenant to the Premises.

1. Purchase Price

The Purchase Price for the Premises is Two Million One Hundred Thousand Dollars (\$2,100,000.00), payable as follows:

(a) Two Hundred Ten Thousand Dollars (\$210,000.00) upon execution of this Agreement, by check subject to collection. The nonpayment of said check shall give Seller the right to cancel this Agreement, in addition to pursuing all other remedies against Purchaser on said check or as otherwise permitted by law. Said check is payable to the order of the Escrow Agent hereinafter identified, and the proceeds of said check shall be held in escrow as hereinafter provided.

(b) One Million Eight Hundred Ninety Thousand Dollars (\$1,890,000.00) at the closing by a certified check of the grantee of the deed, drawn to the direct order of Seller on a bank which is a member of the New York Clearing House Association.

2. State of Title

The Premises are sold subject to the following (collectively the "Permitted Exceptions"):

(a) All present and future building, zoning and other restrictions, regulations, requirements, laws, ordinances, resolutions and orders of any state, municipal, federal or other governmental authority, including without limitation all boards, bureaus, commissions, departments and bodies thereof, now or hereafter having or acquiring jurisdiction over the Premises or the use or improvement thereof, provided Seller is in compliance with all such restrictions, regulations, laws, etc. as of the date of Closing. This sale includes all rights of Seller to challenge the existence or application of the foregoing.

(b) The covenants, restrictions, easements and agreements affecting the Premises listed in Exhibit B, and any other covenants, restrictions, easements and agreements of record provided such other covenants, restrictions, easements and agreements do not prohibit the maintenance of the structure or structures now on the Premises.

(c) The state of facts shown on the partition map and /or survey, dated June 14, 2017, of Bladykas & Panetta, describing parcel A described as 1.86 Acres and any other state of facts which would be shown by a current survey or inspection of the Premises.

(d) The rights, if any, relating to construction, maintenance and operation of public utility lines, wires, poles, cables, pipes, distribution boxes and other equipment and installations on, over and under the Premises.

(e) Any corporate franchise, corporate income or other corporate taxes owed by any corporation in the chain of title, and any estate, inheritance and other taxes owed any party in the chain of title, provided the Title Company will insure against collection from the Premises or provided Seller agrees to satisfy the same within ninety days after the closing and deposits with its attorneys or the Title Company a sum reasonably sufficient to pay such taxes or to release the Premises from the lien thereof.

(f) Any financing statements, conditional bills of sale, chattel mortgages or security interests filed more than five years prior to the Closing Date and not renewed within said five years, or filed against personal property no longer at the Premises.

(g) Encroachments and projections of walls, foundations, stoops, cellar steps, areas, cornices, trim or other improvements or installations onto the Premises or from the Premises onto adjoining property; party walls and party wall rights; variations between the record lot lines of the Premises and those shown on the tax map; and consents for the erection and maintenance of any structures on, under or above any streets or roads in front of or adjoining the Premises, none of which shall exceed one (1) foot.

(h) Real estate taxes, water charges and sewer rents, if any, subject to adjustment as hereinafter provided.

3. Objections to Title

Purchaser agrees promptly to apply for and procure a title insurance commitment from and to cause title to the Premises to be searched and examined by a duly licensed and reputable title insurance company (the "Title Company"), and to deliver to Seller and Seller's attorneys, Charles G. McQuair & Associates, P.C., attention Charles G. McQuair & Associates, 325 Glen Cove Ave, Sea Cliff, New York 11579, copies of the Title Company's title report or commitment and any tax search, departmental searches, survey and survey reading as soon as received but in any event within not more than sixty days after the date of this Agreement. Delivery of the title report to Seller's attorney shall be deemed sufficient notice to Seller of all title defects.

Purchaser shall accept such title as the Title Company will insure, in accordance with its standard form of title policy, subject only to the Permitted Exceptions and such other exceptions as the Title Company, without special premium to Purchaser, will omit as exceptions to coverage or will except with insurance against collection out of or enforcement against the Premises.

Seller shall have the right to attempt to remedy any objection to or defect in title, and for such purpose shall be entitled to one or more adjournments of the Closing Date, not to exceed ninety days. Notwithstanding any other provisions of this Agreement, Seller shall not be obligated to spend any money (in excess of one percent of the Purchase Price), take any measure or bring any action or proceeding to remove any objection to or defect in title or to enable Seller otherwise to comply with the provisions of this Agreement. If for any reason Seller is unable (without expending in excess of one percent of the Purchase Price) to remove any objection to or defect in title, or otherwise to comply with this Agreement, Purchaser may elect to accept such title as Seller may be able to convey subject to such objections, defects and noncompliance without any credit or liability on the part of Seller or reduction of the Purchase Price. If Purchaser shall not elect to accept title subject to such objections, defects and noncompliance, Seller's only obligation shall be to direct Escrow Agent to refund, without interest, any payments made by Purchaser

on account of the Purchase Price and Purchaser's expenses for title examination, whereupon this Agreement and all rights of Purchaser hereunder shall terminate, and neither Seller nor Purchaser shall have any further claim against the other pertaining hereto. Notwithstanding the foregoing, Seller shall be obligated to remove all liens created by or consented to by Seller.

As used herein, "Purchaser's expenses for title examination" shall mean the reasonable expenses actually incurred by Purchaser, other than attorneys' fees, for examination of title of the Premises and for survey updating, not to exceed usual charges for similar services by the Title Company where no policy is issued.

4. Condition of Premises

Purchaser hereby acknowledges that Purchaser has inspected the Premises and all personal property included in this sale, and is fully familiar with their physical condition and state of repair. Purchaser agrees to take the Premises and all such property "as is" and in their present condition, subject to reasonable use, wear, tear and deterioration between now and the Closing Date. Seller shall not be liable for any latent or patent defects in the Premises. Purchaser shall have the right to inspect the Premises prior to the closing upon reasonable prior notice.

Purchaser acknowledges that neither Seller nor any representative or agent of Seller has made any representation or warranty (expressed or implied) as to the physical condition, state of repair, income, expenses or operation of the Premises or any matter or thing affecting or relating to the Premises or this Agreement, except as specifically set forth herein. Purchaser has not been induced by or relied upon any statement, representation or agreement, whether express or implied, not specifically set forth in this Agreement. Seller shall not be liable or bound in any manner by any oral or written statement, broker's "set-up", representation, agreement or information pertaining to the Premises or this Agreement furnished by any broker, agent, employee or other person, unless specifically set forth herein.

Seller shall deliver the Premises to Purchaser at Closing free of all notes or notices of violations of laws, ordinances, regulations, orders or requirements issued by any governmental authority, including without limitation any agency, bond, bureau,

department or office thereof, having jurisdiction over or affecting the Premises.

5. Purchasers Due Diligence

Purchaser's Investigation Period

A. Purchaser shall have a period of Three Hundred Sixty Five (365) days from the date of delivery of fully executed contracts (the "Investigation Period") within which it may conduct investigations and studies concerning the Premises. (Such investigations and studies are hereinafter referred to as the "Purchaser's Investigation Period and Permitted Activities"). Any report prepared by a party other than Purchaser in performing such investigations shall hereinafter be referred to as a "Report". Purchaser's Investigation Period and Permitted Activities shall be performed pursuant to the provisions of section 6 below.

B. During the Investigation Period, Purchaser shall have the opportunity to thoroughly inspect the Premises which inspection may include, but shall not be limited to (i) an environmental survey and/or assessment to determine the existence of pollutants and/or contaminants and/or hazardous and/or toxic substances, materials and/or chemicals as defined in Environmental Laws ((hereinafter referred to collectively or individually as "Hazardous Substances"), (ii) inspection of underground storage tanks, (iii) compliance with all applicable laws, statutes, rules and regulations imposed by any relevant governmental authority having jurisdiction over the Premises, (iv) inquiries as to the existing tenancies, including review of all Leases (as hereinafter defined), however, Purchaser may not disclose to any existing tenants that it is purchasing the Premises during any such investigation, (v) obtaining site plan approval, (vi) obtaining any special use permits that may be required, (vii) obtaining planning board approval for a subdivision of the Premises, (viii) obtaining any and all required variances; (ix) obtaining SED approval, (x) negotiation and finalization of all required easements, and (xi) all other matters reasonably affecting or reasonably related to the transaction as may be appropriate.

C. If, at or prior to the expiration of the Investigation Period, Purchaser shall not be fully satisfied, in Purchaser's sole discretion, as to the suitability of the Premises, then, in such event, Purchaser shall have the right to cancel this Contract by notice to Seller on or before the last day of the Investigation Period

(such date hereinafter referred to as the "Investigation Period Notice Date"), time being "of the essence". In such event, any Report prepared in connection therewith shall be delivered to Seller. In the event Purchaser cancels this Contract, as provided herein, the sole liability of Seller shall be to cause the Escrow Agent to refund the Downpayment within) days after receipt of Purchaser's cancellation notice and all Reports. Upon such reimbursement, this Contract shall be null and void and the parties hereto shall be relieved of all further obligations and liabilities herein.

D. In the event Purchaser does not cancel this Contract in accordance with the contract, then, in such event, Seller and Purchaser shall proceed with the transaction contemplated herein in accordance with the terms hereof.

6. Purchaser's Permitted Activities

A. Purchaser's Investigation Period Permitted Activities shall be performed and conducted at Purchaser's sole cost and expense and in all respects in a commercially reasonable manner by Purchaser, its employees, agents, and independent contractors. In connection with the foregoing, and for the purpose of conducting and performing Purchaser's Permitted Activities, Purchaser and its employees, agents, and independent contractors shall have the right and license, during the Investigation Period, to enter onto the Premises as described herein.

B. In order to obtain entry to the Premises where necessary to perform Purchaser's Investigation Period Permitted Activities, Purchaser and its employees, agents, and independent contractors and representatives shall notify by telephone, Barbara Peebles, a representative of Seller, at 676-2004, of the identity of each of the parties intending to enter the Premises and the approximate period of time during which they will be located on the Premises. Seller shall coordinate each and every entry by Purchaser and/or its agents upon the Premises.

7. Closing Date

The closing of title pursuant to this Agreement (the "closing") shall be held at the offices of Charles G. McQuair & Associates, P.C., 325 Glen Cove Ave, Sea Cliff, New York 11579, or at the office of Purchaser's lender, if any, at 10 A.M. on or about sixty (60) days from the last day of the Investigation Period (the "Closing Date").

8. Closing Documents

Seller shall deliver to Purchaser at the closing:

(a) A bargain and sale deed with covenant against grantor's acts, containing the covenant required by Section 13 of the Lien Law, executed in proper form for recording, and sufficient to convey title to the Premises in accordance with this Agreement.

(b) A bill of sale, without recourse or warranty, for all right, title and interest of Seller in and to the fixtures, equipment and personal property included in this sale.

(c) If the title examination discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to Seller, Seller shall deliver an affidavit showing that such judgments, bankruptcies and other returns are not against Seller.

(d) A certificate evidencing that Seller is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended. Based thereon, no portion of the Purchase Price shall be withheld by Purchaser pursuant to the Code.

Purchaser shall deliver to Seller at the closing such documents as reasonably may be required to consummate the transactions contemplated herein, which are not inconsistent with this Agreement.

9. Adjustments and Costs

The following shall be apportioned as of midnight of the day preceding the Closing Date:

(a) Real estate taxes, vault charges, water charges and sewer rents, if any, on the basis of the lien period for which assessed. If on the Closing Date the tax rate shall not have been fixed, the apportionment shall be based upon the tax rate for the preceding year applied to the latest assessed valuation; however, adjustment will

be made when the actual tax amount is determined. If there are water meters on the Premises, Seller shall endeavor to furnish readings thereof to a date not more than thirty days prior to the Closing Date. Meter charges shall be apportioned on the basis of the last reading. Upon the taking of a subsequent actual reading, such apportionment shall be readjusted. The provisions of this clause (a) shall survive the closing.

(b) Electricity, gas, steam, telephone and other utilities.

~~(c) Premiums on existing transferable insurance policies and renewals or substitutions thereof.~~

~~(d) Fees and charges for assignable business licenses or permits of any governmental authority.~~

If the adjustments result in a payment due Seller, such payment shall be made at the closing by a certified check of Purchaser. Purchaser, however, shall be entitled to pay up to \$2,000 by an uncertified check of Purchaser. If the adjustments result in a payment due Purchaser, such payment shall be credited against the cash portion of the Purchase Price due at the closing.

The amount of any unpaid real estate taxes, assessments, water charges and sewer rents which Seller is obligated hereunder to discharge or satisfy, with any interest or penalties thereon, at the option of Seller may be allowed as a credit to Purchaser at the closing, provided official bills therefor are furnished at the closing. If on the Closing Date there are any liens or encumbrances which Seller is obligated hereunder to discharge or satisfy, Seller may use any cash portion of the Purchase Price to discharge or satisfy the same, or may deposit with its attorneys or the Title Company an amount sufficient to discharge or satisfy the same. Purchaser agrees to provide at the closing upon request separate certified checks to facilitate the discharge or satisfaction of items referred to in this paragraph. The existence of liens, encumbrances, real estate taxes, assessments, water charges or sewer rents shall not be an objection to title provided Seller shall comply with the provisions of this paragraph.

If the real estate taxes affecting the Premises are reduced, because of a reduction of the assessed valuation or tax rate or for any other reason, Seller and Purchaser shall adjust the

benefits of the tax savings as of the Closing Date. The provisions of this paragraph shall survive the closing.

If on the Closing Date the Premises shall be affected by an assessment which is or may become payable in annual installments, then the installments shall be adjusted as of the Closing Date, and all installments allocable to the period following the Closing Date shall be Purchaser's responsibility.

Purchaser shall pay all expenses for examination of title, the premium for any title insurance policy issued to Purchaser, and all other title, survey or other expenses incurred by Purchaser in connection with this Agreement or the closing of title hereunder. Seller shall pay or shall credit Purchaser at the closing with an amount equal to any applicable transfer tax or stamp tax payable by reason of the delivery or recording of the deed. If for any reason the New York State Department of Taxation and Finance does not deliver the appropriate return or determination on or before the scheduled Closing Date, Seller shall be entitled to an adjournment of the Closing Date, not to exceed 30 days. Seller and Purchaser agree to execute, swear to, and cause to be filed any applicable transfer tax returns or other returns required in connection with the closing. Purchaser shall pay all taxes, charges, fees and recording costs to be paid in connection with the execution, delivery or recording of any and all documents to be delivered in connection herewith. Seller and Purchaser each shall pay their own attorneys' fees in connection with this Agreement and the closing of title. This paragraph shall survive the closing.

Seller and Purchaser acknowledge that no portion of the Purchase Price is allocable to personal property, if any, transferred hereunder. Purchaser agrees to indemnify and hold Seller harmless from and against any sales tax or similar tax on transfers of personal property. This paragraph shall survive the closing.

10. Escrow Conditions

Concurrently with the execution of this Agreement, Purchaser has delivered to Charles G. McQuair & Associates, P.C., having an address at 325 Glen Cove Ave, Sea Cliff, New York 11579 ("Escrow Agent") Purchaser's check in the amount of \$210,000.00, being the amount to be paid by Purchaser upon the

execution of this Agreement pursuant to clause (a) of Article 1 above (the "Down Payment").

Escrow Agent, subject to collection of said check, shall hold the Down Payment in accordance with this Agreement, or a joint instruction signed by Seller and Purchaser, or separate instructions of like tenor signed by Seller and Purchaser, or a final judgment of a court of competent jurisdiction. Escrow Agent hereby is authorized and directed to deliver the Down Payment to Seller if, as and when title closes. If Escrow Agent shall receive an instruction from Seller or Purchaser, Escrow Agent may act in accordance with such instruction if the other party shall fail to notify Escrow Agent not to act in accordance with such instruction within ten days after delivery of such instruction by Escrow Agent to said other party. Escrow Agent at any time may deposit the Down Payment with a court of competent jurisdiction, and upon notice to Seller and Purchaser of such deposit Escrow Agent shall have no further responsibility or liability hereunder. Escrow Agent may act upon any instruction or other writing believed by Escrow Agent in good faith to be genuine and to be signed or presented by the proper persons.

Seller and Purchaser acknowledge that Escrow Agent is merely a stakeholder, and that Escrow Agent shall not be liable for any act or omission unless taken or suffered in bad faith, in willful disregard of this Agreement or involving gross negligence. Seller and Purchaser shall indemnify and hold Escrow Agent harmless from and against any costs and expenses incurred in connection with the performance of the Escrow Agent's duties hereunder. Seller and Purchaser shall be jointly and severally liable for, and shall pay Escrow Agent, on demand, any costs and expenses of Escrow Agent incurred in connection with the performance of Escrow Agent's duties hereunder, including attorneys' and accountants' fees, if any, paid or payable in connection with the holding, investment or disposition of the Down Payment. If any such cost or expense is not promptly paid to Escrow Agent on demand, Escrow Agent may apply so much of the Down Payment as may be required to pay such costs and expenses. Notwithstanding that Escrow Agent is serving as the escrow agent pursuant to this Article 10, Escrow Agent as attorneys may represent any party to this Agreement in the event of any dispute hereunder.

Escrow Agent shall not be bound by any agreement between Seller and Purchaser, whether or not Escrow Agent has knowledge thereof, and Escrow Agent's only duties and responsibilities shall be to hold, and to dispose of, the Down Payment in accordance with this Article 10. Without limiting the generality

of the foregoing, Escrow Agent shall have no responsibility to protect, demand payment of, collect, or enforce any obligation with respect to the Down Payment, or for any diminution of the value, or the failure to earn income, of the Down Payment for any cause. Escrow Agent may consult with counsel, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by Escrow Agent hereunder in good faith and in reliance upon such opinion.

All instructions or notices given pursuant to this Article 10 shall be in writing and delivered in accordance with the requirements for notices pursuant to Article 12 of this Agreement. For purposes of this Article 10, such instructions and notices shall be deemed delivered on the date of delivery, if by hand, or on the date of mailing in accordance with Article 12, if mailed, except that no instruction or notice to Escrow Agent shall be deemed effectively delivered to Escrow Agent until actual receipt thereof by Escrow Agent. This Article 10 may not be amended without the prior written consent of Escrow Agent.

11. Brokerage

Purchaser represents and warrants that Purchaser has not dealt with any broker in connection with this sale. Purchaser agrees to indemnify and hold Seller harmless from and against any and all liability, claim, loss, damage or expense, including reasonable attorneys' fees, with respect to any broker with whom Purchaser has dealt. This Article 11 shall survive the closing.

12. Notices

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by Federal Express courier or by United States registered or certified mail, with postage prepaid, to Seller or Purchaser, as the case may be, at their addresses first above written, or at such other addresses as they may designate by notice hereunder. Copies of any such communication shall be delivered to Charles G. McQuair & Associates, P.C., attention Charles G. McQuair & Associates, 325 Glen Cove Ave, Sea Cliff, New York 11579, in the aforesaid manner.

13. Miscellaneous

~~All payments of Purchaser on account of the Purchase Price, and Purchaser's expenses for title examination, are hereby made a lien against the Premises. Said lien shall not continue or exist after any default by Purchaser hereunder.~~

If Purchaser defaults under this Agreement, Seller as its sole remedy shall be entitled to receive and retain all sums paid by Purchaser hereunder as liquidated damages, whereupon this Agreement shall terminate and neither Seller nor Purchaser shall have any further claim against the other. The parties acknowledge that the actual damages of Seller in the event of such default are difficult, if not impossible, to ascertain.

Purchaser shall not assign this Agreement without the prior written consent of Seller in each instance. Any attempted assignment without the prior written consent of Seller shall be null and void. Any assignment of Purchaser's interest hereunder shall be pursuant to a written assignment and assumption wherein the assignee shall assume and agree to pay and perform all of the terms, covenants and conditions of this Agreement to be paid and performed by Purchaser hereunder.

Seller represents that Seller is not a foreign person or foreign corporation within the meaning of the Foreign Investment in Real Property Tax Act ("FIRPTA"). Seller shall deliver to Purchaser at the closing a certification stating that Seller is not a foreign person or foreign corporation in the form required by FIRPTA. Each of the parties represent that they are not on the federal terrorist watch list and they are not entities restricted from doing business under federal anti-terrorism laws. The parties agree not to violate federal anti-terrorism laws.

The parties who are the Seller and Purchaser each represent that: (i) each is not listed on the Special Designated National and Blocked Persons List maintained by the Office of Foreign Asset Control (the "OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (the "Order"); (ii) each is not on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC, or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order; and (iii) each has not been convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

All oral or written statements, representations, promises, and agreements of Seller and Purchaser are merged into and superseded by this Agreement, which alone fully and completely expresses their agreement. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof. This Agreement has been entered into after full investigation. Purchaser has not relied upon any statement or representation not embodied in this Agreement.

None of the representations, warranties, covenants, indemnities or other obligations of Seller hereunder shall survive the closing, except as expressly provided herein and then only for a period of one year from the Closing Date. Acceptance of the deed by Purchaser shall be deemed full and complete performance and discharge of every agreement and obligation of Seller hereunder, except those, if any, which expressly are stated herein to survive the closing, and then such survival shall be only for a period of one year.

This Agreement may not be altered, amended, changed, waived, or modified in any respect or particular unless the same shall be in writing signed by Seller and Purchaser. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

Neither this Agreement nor any memorandum thereof shall be recorded by Purchaser. Any recordation or attempted recordation by Purchaser shall be a material default by Purchaser hereunder.

The captions hereof are for convenience only and are not to be considered in construing this Agreement. This Agreement shall not be considered an offer or an acceptance of an offer by Seller, and shall not be binding upon Seller until executed and delivered by Seller and Purchaser. This Agreement may be executed in counterparts.

This Agreement shall be governed by the laws of New York. If any provisions hereof shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

The Tax Identification Numbers of Seller and Purchaser are as follows:_____

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement on the date first above written.

CITY OF GLEN COVE

By _____

Mayor

SCHOOL FOR LANGUAGE AND
COMMUNICATION DEVELOPMENT (SLCD)

By _____
President

Charles G.
McQuair & Associates, P.C. hereby executes this Agreement for the sole purpose of agreeing to serve as Escrow Agent in accordance with the provisions of Article 10 of this Agreement.

CHARLES G. MCQUAIR &
ASSOCIATES, P.C.

By _____

**RIDER ANNEXED TO CONTRACT OF SALE FOR PREMISES KNOWN AS THE
COLES SCHOOL DESCRIBED 1.89 ACRES BETWEEN THE CITY OF GLEN COVE,
SELLER AND THE SCHOOL FOR LANGUAGE AND COMMUNICATION
DEVELOPMENT (SLCD), PURCHASERS**

1. **Rider to Control.** In the event of any inconsistency between the provisions of this rider and those contained in the Contract (hereinafter collectively referred to as this "Contract"), the provisions of this rider shall govern and be binding.

2. **ZONING APPROVALS:** The parties hereto hereby acknowledge and agree that:

(a) The Seller presently owns the approximate 3.97 acres of property which is designated on the Land and Tax Maps of Nassau County as section 22, block A, lots 64, 65, 164 and 207 which property is shown on the map entitled "Preliminary Yield of Lots No. 64, 65, 164, 207, of Map of 'Subdivision of Part of Glen Cove Heights', situated in Glen Cove, Nassau County, N.Y." dated June 14, 2017 prepared by Bladykas & Panetta, L.S. & P.E., P.C. which is hereinafter referred to as the "Map" or the "Subdivision Map".

(B) The Premises to be conveyed hereunder is the 1.89 acre parcel shown on the Map as Parcel A. The Seller will be retaining the 2.11 acre parcel shown on the Map as Parcel B for such future uses that the Seller may deem necessary and appropriate.

(C) To legalize the Premises herein as a legal separate parcel for conveyancing purposes to permit the proposed future uses of the Parcels shown on the Map on the newly created lots it will be necessary to apply for and obtain certain permits and approvals.

(D) Seller is selling the Premises in its proprietary capacity only and cannot, does not and is unwilling to make any representations or warranties of any kind or nature whatsoever

in connection with the Zoning Approvals as hereinafter provided.

Accordingly, it is understood and agreed that this sale is hereby made expressly subject to and contingent upon the Purchaser, at Purchaser's sole cost and expense, diligently applying for and obtaining all the necessary and required permits and approvals from all municipal or governmental boards, bodies or agencies having or purporting to have jurisdiction over the same to permit the subdivision of the Premises into two (2) legal parcels as shown on the Map in accordance with all applicable laws, rules and regulations so that a separate deed for the Premises herein may be recorded in the Nassau County Clerk's office and the Seller's use of Parcel A on the Map as a school can be legally conducted in said Parcel A. The Purchaser agrees to bear all costs and expense of the same including all filing and application fees, consulting fees and the like. Without in any way limiting the generality of the foregoing, such necessary and required permits and approvals shall include, but not be limited to, obtaining partitioning and/or minor subdivision approval, site plan approval and a special use permit from the Planning Board of the City of Glen Cove, obtaining all necessary and required variances from the Board of Zoning Appeals of the City of Glen Cove, a permit from Nassau County pursuant to GML §239-f, if required, the approval of the Nassau County Planning Commission, if required, and the assignment of new tax lot designations from the Nassau County Department of Assessment for the two (2) newly created Parcels as shown on the Map. All of the foregoing is hereinafter collectively referred to herein as the "Zoning Approvals". Purchaser agrees that such applications for such Zoning Approvals shall be filed and prosecuted simultaneously to the extent reasonably feasible. The Seller agrees to cooperate with the Purchaser in all respects with respect to the applications for the Zoning Approvals including, without limitation, being named as a joint applicant and/or consenting to all such applications. For the purposes of this Contract, a "Zoning Approval" shall be deemed obtained upon the filing of a written decision of the Board(s) granting final approval with the City Clerk according to law.

Purchaser agrees to take title subject to the state of facts shown on the Map including the reservation of the easements and rights of way providing for the right of ingress

and egress for the benefit of Parcel B on the Map. Purchaser also agrees to take title subject to all reasonable terms and conditions which may be imposed by such boards, bodies or agencies in granting the Zoning Approvals.

In the event that the Purchaser is denied from obtaining all the necessary and required Zoning Approvals at any time while this Contract is in full force and effect, then either party hereto shall have the right to cancel this Contract upon written Notice to the other party's attorney in which event, upon the return of the Downpayment hereunder, this Contract shall be and become null and void and neither party shall have any further obligations or responsibilities hereunder, one as against the other. It is understood and agreed that nothing herein shall be deemed or interpreted as in any way requiring the Purchaser to appeal any determination with respect to or denial of any of the Zoning Approvals contemplated herein or to institute any court action or proceeding with respect thereto.

CITY OF GLEN COVE

By _____
Mayor- Reginald Spinello

SCHOOL FOR LANGUAGE AND
COMMUNICATION DEVELOPMENT
(SLCD)

By _____
President

EXHIBIT A

PROPERTY DESCRIPTION

The Proposed Partition Map annexed herein consisting of
1.89 acres.

RXR GLEN COVE VILLAGE SQUARE OWNER LLC,

GRANTOR

with

CITY OF GLEN COVE

GRANTEE

**ACCESS EASEMENT AGREEMENT
(Passageway)**

Dated: as of December __, 2017
Address: Village Square

City: Glen Cove, NY 11542
Section: 31
Block: 85
Lots: 16, p/o 37

COUNTY OF NASSAU
STATE OF NEW YORK

Record and return to:

Charles McQuair, Esq.
City Attorney
9 Glen Street
Glen Cove, NY 11542

ACCESS EASEMENT AGREEMENT
(Passageway)

THIS ACCESS EASEMENT AGREEMENT (this “**Easement Agreement**”) is made as of the ____ day of December, 2017 between RXR GLEN COVE VILLAGE SQUARE OWNER LLC, a Delaware limited liability company, having an address at c/o RXR Realty, 625 RXR Plaza, Uniondale, NY 11556 (hereinafter referred to as “**GRANTOR**”) and THE CITY OF GLEN COVE, a municipal corporation of the State of New York, having its office at City Hall, 9-13 Glen Street, Glen Cove, NY 11542 (hereinafter referred to as the “**GRANTEE**”).

RECITALS

WHEREAS, GRANTOR is the owner of that certain parcel of land located at Village Square, School Street and Bridge Street, Glen Cove, in the County of Nassau and State of New York, as and known on the land map of the County of Nassau as Section 31, Block 85, Lots 16 and p/o 37, as more particularly described in Exhibit “A” annexed hereto (the “**Servient Property**”); and

WHEREAS, GRANTEE is the owner of those certain parcels of land known as the Plaza at Village Square, Glen Cove, in the County of Nassau and State of New York, contiguous to the Servient Property, as and known on the land map of the County of Nassau as Section 31, Block 85, Lots 3, 4, 13 and p/o 37 (the “**Dominant Property**”), as more particularly described in Exhibit “B” annexed hereto; and

WHEREAS, the Servient Property is between the Plaza Property and the Brewster Street Property; and

WHEREAS, in connection with GRANTOR’s use of the Servient Property and its construction of a mixed use building with a ground level passageway/tunnel (the “**Passageway**”), GRANTEE requires a public access easement through the Passageway over a portion of the Servient Property (the “**Easement Area**”) for pedestrian ingress and egress, which Easement Area is depicted on Exhibit “C” annexed hereto; and

WHEREAS, GRANTOR desires to grant an easement to GRANTEE over the Easement Area.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained and for other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereto covenant as follows:

1. GRANTOR hereby grants and conveys to GRANTEE, its successors and assigns, and the public a non-exclusive and perpetual easement and right to enter upon, freely pass over, through and across the Easement Area for pedestrian traffic.

2. This Easement, and all rights granted to GRANTEE herein are subject to all zoning and building regulations, local, state, municipal and federal regulations and any amendments thereto affecting the Easement Area now or hereafter in force.

3. GRANTOR further grants to GRANTEE the right of reasonable access to and from the Easement Area, provided, however, that the right of access hereby granted shall not be construed or deemed to be an easement over any portion of the Servient Property other than the Easement Area.

4. GRANTOR shall, at its sole cost and expense, maintain and make all repairs to the Easement Areas and keep same free from potholes and clear of snow, ice, rubbish and obstructions of every nature to the extent that prudent operators of properties reasonably comparable to the Servient Property in Nassau County, New York, do so and otherwise reasonably acceptable to GRANTEE, except to the extent that such maintenance is required as a result of the gross negligence or willful misconduct of the GRANTEE or its agents (but not the public).

5. Neither GRANTOR nor GRANTOR's agents, employees, officers, directors, shareholders, partners or principals (disclosed or undisclosed) shall be liable to GRANTEE or GRANTEE's agents, employees, contractors, invitees or licensees or any other occupant and/or user of the Easement Area for any and all actual damages (including reasonable attorneys' fees and disbursements), penalties or fines incurred as a result of GRANTEE's use of the Easement Area.

6. GRANTEE hereby indemnifies, defends and holds harmless GRANTOR, GRANTOR's agents and their respective agents, employees, contractors, officers, directors, shareholders, partners and principals (disclosed or undisclosed) harmless from any and all actual damages (including reasonable attorneys' fees and disbursements), penalty or fine incurred as a result of GRANTEE's use of the Easement Area except to the extent due to the negligence or willful misconduct of GRANTOR or GRANTOR's agents, employees, agents, contractors, invitees or licensees. GRANTOR hereby indemnifies, defends and holds harmless GRANTEE, GRANTEE's agents and their respective agents, employees, contractors, officers, directors, shareholders, partners and principals (disclosed or undisclosed) harmless from any and all actual damages (including reasonable attorneys' fees and disbursements), penalty or fine incurred as a result of GRANTOR's use of the Easement Area except to the extent due to the gross negligence or willful misconduct of GRANTEE or GRANTEE's agents, employees, agents, contractors, invitees or licensees (but not the public).

7. (a) GRANTEE shall obtain and maintain or cause to be maintained in full force and effect commercial general liability insurance on an occurrence basis naming GRANTOR as an additional insured as its interest may appear, insuring against any and all liability for bodily injury, death and property damage arising out of the use of the Easement Area. Said insurance shall be for not less than a combined single limit of \$10,000,000.00, in Constant Dollars (hereinafter defined). Notwithstanding the foregoing, GRANTEE may satisfy its obligations hereunder by self-insuring.

(b) If GRANTEE shall choose not to self-insure, GRANTEE shall deliver to GRANTOR

a certificate of insurance for the coverages specified herein. All such certificates shall provide that the policy may not be modified in any material manner, or cancelled on less than thirty (30) days prior written notice (ten (10) days in the event of non-payment) to the certificate holder. GRANTEE shall renew or replace the insurance coverage and shall deliver to GRANTOR all such renewal and replacement certificates at least ten (10) days before such certificates, or any renewal or replacement certificates, expire.

(c) All such insurance shall be issued by insurance companies which are licensed to do business in the State of New York and having a Best's rating of at least A-, VIII. Such insurance may be provided under (i) an individual policy covering the insured party, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such party, (iii) an increased coverage or "umbrella policy" may be provided and utilized to increase the coverage provided by individual or blanket policies in lower amounts, or (iv) a combination of any of the foregoing insurance programs.

(e) If GRANTEE shall choose not to self-insure, and GRANTEE shall fail to procure or maintain any such insurance and pay any and all premiums and charges therefor, in addition to any other right or remedy GRANTOR may have, GRANTOR may (but shall not be obligated to do so), after two (2) days' notice to GRANTEE (which notice shall be in lieu of any other notice to which GRANTEE may be entitled), procure such insurance and in such event GRANTEE shall pay GRANTOR the reasonable cost thereof, within two (2) days after receipt of demand therefore, which demand shall be accompanied by reasonable documentation supporting such expenditure.

(f) As use herein, "Constant Dollars" shall mean the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the 1st day of January following the fifth anniversary of the date of recording of this Easement Agreement, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month in which this Easement Agreement is recorded; the "Current Index Number" shall be the level of the Index for the month of September preceding the adjustment date; the "Index" shall be the consumer Price Index for all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1996=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the parties shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

8. Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other pursuant to the terms of this Easement Agreement or pursuant to any applicable law or requirement of any public authority shall be in writing and shall be deemed to have been properly given, rendered or made by (a) delivery by

hand, (b) overnight courier, or (c) certified mail, return receipt requested, addressed as appropriate, if to GRANTOR, at the address listed above, with a copy to:

Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, New York 11556
Attention: David M. Curry, Esq.

and to GRANTEE, at the address listed above, with copies to:

Charles McQuair, Esq.
City Attorney
9 Glen Street
Glen Cove, NY 11542

And

Phillips Lytle LLP
340 Madison Avenue, 17th Floor
New York, NY 10173
Attention: Milan K. Tyler, Esq.

Any such notice, if (x) delivered by hand, shall be deemed to have been given, rendered or made when actually delivered by hand, (y) sent by overnight courier, shall be deemed given, rendered or made upon actual receipt, or (z) sent by certified mail, return receipt requested, shall be deemed given, rendered or made as of three (3) days from the postmark of such notice. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demands or other communications intended for it. The attorneys for the respective parties hereto may transmit or receive any notice hereunder on behalf of their respective clients.

9. This Easement Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

10. The parties and their respective successors and assigns shall have the right to enforce by proceedings at law or in equity, the covenants in this Easement Agreement. The right to enforce this Easement Agreement shall include, without limitation, the right to maintain a proceeding at law or in equity against a person or persons who have violated or who are attempting to violate any of the covenants of this Easement Agreement, to enjoin or prevent them from doing so, to cause the violations to be remedied, and/or to recover damages for any violations, including all necessary and reasonable costs, damages and expenses incurred, including legal fees and expenses, in connection with such proceedings.

11. This Easement Agreement contains the entire agreement between the parties relating to the subject of this Easement Agreement. This Easement Agreement may be modified

only by a written and recorded agreement signed by both parties or their respective successors or assigns.

12. Each party shall, upon the other party's request, take such other actions and sign such other documents as may be reasonably required to carry the provisions of this Easement Agreement into effect.

13. This Easement Agreement shall be construed in accordance with, and governed by, the laws of the State of New York (without giving effect to New York's principles of conflicts of laws). GRANTEE shall pay all recording fees in connection with the recording of this Easement Agreement.

14. All exhibits to this Easement Agreement are incorporated in and made a part of this Agreement by reference.

15. The failure of either party to enforce or terminate this Easement Agreement for the violation hereof by the other party on any occasion, shall not be deemed a waiver of the right to enforce or terminate this Easement Agreement by such party in the event of subsequent violation or breach hereof. No such failure to enforce or terminate this Easement Agreement shall constitute a course of conduct or dealing between the parties and no inference of any type shall be drawn therefrom.

16. This Easement Agreement may be executed in multiple original counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the date first written above.

Grantor:

RXR GLEN COVE VILLAGE SQUARE OWNER LLC

By: _____

Name:

Title:

Grantee:

THE CITY OF GLEN COVE

By: _____

Name:

Title:

STATE OF NEW YORK)

: ss:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me, the undersigned, personally appeared _____, 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.

Notary Public

STATE OF NEW YORK)

: ss:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me, the undersigned, personally appeared _____, 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.

Notary Public

EXHIBIT A

Description of Grantor's Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a point in the easterly right-of-way of Brewster Street, said point being the following five (5) courses from the intersection of said Brewster Street (Glen Cove Avenue Extension) with the northerly right-of-way of Glen Cove Avenue;

- A. THENCE on a curve to the right having a radius of 40.00 feet, an arc length of 39.38 feet to a point, thence;
- B. THENCE North $01^{\circ}51'40''$ East a distance of 36.44 feet to a point;
- C. THENCE on a curve to the right having a radius of 941.67 feet, an arc length of 16.06 feet to a point;
- D. THENCE North $13^{\circ}42'10''$ East a distance of 273.25 feet to a point;
- E. THENCE on a curve to the right having a radius of 560.00 feet, an arc length of 45.23 feet, whose chord bears North $16^{\circ}01'59''$ East a distance of 45.22 feet to the **POINT OF BEGINNING**, and running, thence, the following three courses along said easterly right-of-way of Brewster Street;
 1. On a curve to the right having a radius of 560.00 feet, an arc length of 206.92 feet, whose chord bears North $28^{\circ}55'53''$ East a chord distance of 205.74 feet to a point of tangency;
 2. THENCE North $39^{\circ}31'02''$ East a distance of 94.96 feet to a point of cusp;
 3. THENCE on a curve to the right having a radius of 1240.00 feet, an arc length of 71.25 feet, whose chord bears North $37^{\circ}52'18''$ East a chord distance of 71.24 feet to a point;
 4. THENCE along the southerly line of Lot 33, Section 31, Block 85, South $60^{\circ}41'08''$ East a distance of 103.98 feet to a point;
 5. THENCE along the westerly line of Lot 26, Section 31, Block 85, South $29^{\circ}18'52''$ West a distance of 44.50 feet to a point, thence, the following four (4) courses along the southerly line of said Lot 26;
 6. South $60^{\circ}41'08''$ East a distance of 16.68 feet to a point;
 7. THENCE South $86^{\circ}05'55''$ East a distance of 65.58 feet to a point;
 8. THENCE North $37^{\circ}20'29''$ East a distance of 20.04 feet to a point;

9. THENCE South 60°41'08" East a distance of 60.32 feet to a point in the westerly right-of-way of School Street, thence, along said westerly right-of-way the following two (2) courses;
10. South 28°18'59" West a distance of 75.88 feet to a point;
11. THENCE South 10°49'12" West a distance of 18.38 feet to a point, thence, the following five (5) courses along the proposed subdivision line;
12. North 79°10'48" West a distance of 4.94 feet to a point;
13. THENCE North 86°05'55" West a distance of 120.68 feet to a point;
14. THENCE South 29°24'17" West a distance of 85.92 feet to a point;
15. THENCE South 47°01'06" East a distance of 73.77 feet to a point;
16. THENCE South 87°29'25" East a distance of 90.63 feet to a point in the westerly right-of-way of Bridge Street, thence, the following two (2) courses along said westerly right-of-way;
17. South 10°49'12" West a distance of 13.39 feet to a point;
18. THENCE South 02°30'35" West a distance of 107.64 feet to a point, thence, the following three (3) courses along the northerly line of Lot 35, Section 31, Block 85;
19. THENCE North 87°32'03" West a distance of 168.63 feet to a point;
20. THENCE South 01°52'10" West a distance of 24.73 feet to a point;
21. THENCE North 89°38'32" West a distance of 34.59 feet to a point;
22. THENCE along the easterly line of Lot 36, Section 31, Block 85, North 01°19'56" East a distance of 130.99 feet to a point, thence, the following two (2) courses along the northerly line of said Lot 36;
23. North 89°27'27" West a distance of 98.73 feet to a point;
24. THENCE North 70°17'02" West a distance of 51.14 feet to the **POINT OF BEGINNING.**

EXHIBIT B

Description of Grantee's Property

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, County of Nassau, State of New York, bounded and described as follows:

COMMENCING at the intersection formed by the easterly right-of-way of Brewster Street (Glen Cove Avenue Extension) with the northerly right-of-way of Glen Cove Avenue and running

- A. THENCE on a curve to the right having a radius of 40.00 feet, an arc length of 39.38 feet to a point;
- B. THENCE North $01^{\circ}51'40''$ East a distance of 36.44 feet to a point;
- C. THENCE on a curve to the right having a radius of 941.67 feet, an arc length of 16.06 feet to a point;
- D. THENCE North $13^{\circ}42'10''$ East a distance of 273.25 feet to a point;
- E. THENCE on a curve to the right having a radius of 560.00 feet, an arc length of 45.23 feet, whose chord bears North $16^{\circ}01'59''$ East a distance of 45.22 feet;
- F. THENCE South $70^{\circ}17'02''$ East a distance of 51.14 feet to a point;
- G. THENCE South $89^{\circ}27'27''$ East a distance of 98.73 feet to a point;
- H. THENCE along the easterly line of Lot 36, Section 31, Block 85, South $01^{\circ}19'56''$ West a distance of 130.99 feet to a point;
- I. THENCE South $89^{\circ}38'32''$ East a distance of 34.59 feet to a point;
- J. THENCE North $01^{\circ}52'10''$ East a distance of 24.73 feet to a point;
- K. THENCE South $87^{\circ}32'03''$ East a distance of 168.63 feet to a point on the westerly right-of-way of Bridge Street;
- L. THENCE North $02^{\circ}30'35''$ East, along the westerly right-of-way of Bridge Street, a distance of 107.64 feet to a point;
- M. THENCE North $10^{\circ}49'12''$ East, along the westerly right-of-way of Bridge Street, a distance of 13.39 feet to the **POINT OF BEGINNING** and running
- 1. THENCE North $87^{\circ}29'25''$ West a distance of 90.63 feet to a point;

2. THENCE North 47°01'06" West a distance of 73.77 feet to a point;
3. THENCE North 29°24'17" East a distance of 85.92 feet to a point;
4. THENCE South 86°05'55" East a distance of 120.68 feet to a point;
5. THENCE South 79°10'48" East a distance of 4.94 feet to a point on the westerly right-of-way of Bridge Street;
6. THENCE South 10°49'12" West, along the westerly right-of-way of Bridge Street, a distance of 35.67 feet to a point;
7. THENCE North 87°29'25" West a distance of 93.06 feet to a point;
8. THENCE South 02°30'35" West a distance of 49.00 feet to a point;
9. THENCE South 87°29'25" East a distance of 85.90 feet to a point on the westerly right-of-way of Bridge Street;
10. THENCE South 10°49'12" West, along the westerly right-of-way of Bridge Street, a distance of 36.96 feet to the **POINT OF BEGINNING**.

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Glen Cove, County of Nassau, State of New York, bounded and described as follows:

COMMENCING at the intersection formed by the easterly right-of-way of Brewster Street (Glen Cove Avenue Extension) with the northerly right-of-way of Glen Cove Avenue and running

- A. THENCE on a curve to the right having a radius of 40.00 feet, an arc length of 39.38 feet to a point;
- B. THENCE North 01°51'40" East a distance of 36.44 feet to a point;
- C. THENCE on a curve to the right having a radius of 941.67 feet, an arc length of 16.06 feet to a point;
- D. THENCE North 13°42'10" East a distance of 273.25 feet to a point;
- E. THENCE on a curve to the right having a radius of 560.00 feet, an arc length of 45.23 feet, whose chord bears North 16°01'59" East a distance of 45.22 feet;

- F. THENCE South $70^{\circ}17'02''$ East a distance of 51.14 feet to a point;
- G. THENCE South $89^{\circ}27'27''$ East a distance of 98.73 feet to a point;
- H. THENCE along the easterly line of Lot 36, Section 31, Block 85, South $01^{\circ}19'56''$ West a distance of 130.99 feet to a point;
- I. THENCE South $89^{\circ}38'32''$ East a distance of 34.59 feet to a point;
- J. THENCE North $01^{\circ}52'10''$ East a distance of 24.73 feet to a point;
- K. THENCE South $87^{\circ}32'03''$ East a distance of 168.63 feet to a point on the westerly right-of-way of Bridge Street;
- L. THENCE North $02^{\circ}30'35''$ East, along the westerly right-of-way of Bridge Street, a distance of 107.64 feet to a point;
- M. THENCE North $10^{\circ}49'12''$ East, along the westerly right-of-way of Bridge Street, a distance of 50.35 feet to the **POINT OF BEGINNING** and running
1. THENCE North $87^{\circ}29'25''$ West a distance of 85.90 feet to a point;
 2. THENCE North $02^{\circ}30'35''$ East a distance of 49.00 feet to a point;
 3. THENCE South $87^{\circ}29'25''$ East a distance of 93.06 feet to a point on the westerly right-of-way of Bridge Street;
 4. THENCE South $10^{\circ}49'12''$ West, along the westerly right-of-way of Bridge Street, a distance of 49.52 feet to the **POINT OF BEGINNING**.

EXHIBIT C

Depiction of Easement Area

DECLARATION OF COVENANTS

This DECLARATION OF COVENANTS made this ____ day of December, 2017 by the THE CITY OF GLEN COVE, a municipal corporation of the State of New York, having its office at City Hall, 9-13 Glen Street, Glen Cove, NY 11542 (hereinafter referred to as the “Declarant”).

W I T N E S S E T H:

WHEREAS, the Declarant is the owner in fee of certain real property located on Brewster Street, City of Glen Cove, New York, known and designated as Section 31, Block 85, Lot 33 on the Nassau County Tax Map, described in Schedule “A” annexed hereto and made a part hereof (the “Property”); and

WHEREAS, by Resolution adopted on December 12, 2017, the City Council of the City of Glen Cove approved the execution and delivery by the Declarant of a certain Parking Lease Agreement (the “Parking Lease”), dated the date hereof, by and between the Declarant and RXR Glen Cove Village Square Owner LLC (“RXR”), whereby Declarant has granted a lease to RXR to certain parking spaces located within the parking garage located on the Property for a term of thirty (30) years, for use by the residents of a mixed-use development to be constructed by RXR on its adjacent property known as Section 31, Block 85, Lots 16 and p/o 37 on the Nassau County Tax Map (the “RXR Property”); and

WHEREAS, the Declarant wishes to covenant that, upon the expiration of the Parking Lease, the Declarant shall enter into direct license agreements with those residents of the RXR Property that wish to license a parking space on the Property.

NOW, THEREFORE, Declarant, in consideration of Ten (\$10) Dollars and other good and valuable consideration, receipt of which is acknowledged, hereby declares and represents

that the Property shall be held, transferred, conveyed, and occupied subject to the following covenant:

1. Declarant shall, upon the expiration of the Parking Lease, enter into direct license agreements with the residents of the RXR Property who wish to license parking spaces on the Property, at then-current market rental rates, and upon such other terms and conditions acceptable to the City in its reasonable discretion.

2. The easement and covenants made herein shall run with the land and be recorded in the chain of title to all parcels that comprise the Property, and shall be binding upon and inure to the benefit of the owners of said parcels, their heirs, successors and assigns.

[SIGNATURE PAGE FOLLOWS THIS PAGE]

IN WITNESS WHEREOF, the Declarant has hereunto set its hand and seal the day and
year first above written.

THE CITY OF GLEN COVE

By: _____
Name:
Title:

RECORD AND RETURN TO:

Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, New York 11556

Attn: David M. Curry, Esq.

ACKNOWLEDGEMENT

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

On the __ day of _____, 2017, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A
Legal Description of the Property

THE CITY OF GLEN COVE

with

RXR GLEN COVE VILLAGE SQUARE OWNER LLC

**RECIPROCAL EASEMENT AGREEMENT
(Parking Garage Walkway)**

Dated: as of _____, 2017

Address: Village Square

City: Glen Cove, NY 11542

Section: 31

Block: 85

Lots: 3, 4, 13, 16 and 37

COUNTY OF NASSAU
STATE OF NEW YORK

Record and return to:

David M. Curry, Esq.

Farrell Fritz, P.C.

400 RXR Plaza

Uniondale, NY 11556

RECIPROCAL EASEMENT AGREEMENT
(Parking Garage Walkway)

THIS RECIPROCAL EASEMENT AGREEMENT (this “**Easement Agreement**”) is made as of the ____ day of December, 2017 between THE CITY OF GLEN COVE, a municipal corporation of the State of New York, having its office at City Hall, 9-13 Glen Street, Glen Cove, NY 11542 (hereinafter referred to as the “**City**”) and RXR GLEN COVE VILLAGE SQUARE OWNER LLC, a Delaware limited liability company, having an address at c/o RXR Realty, 625 RXR Plaza, Uniondale, NY 11556 (hereinafter referred to as “**RXR**”) (The City and RXR are sometimes collectively referred to as the “parties” or individually as a “party”).

RECITALS

WHEREAS, the City is the owner of that certain parcel of land known as the Brewster Street Garage, Glen Cove, in the County of Nassau and State of New York, as and known on the land map of the County of Nassau as Section 31, Block 85, Lot 33, as more particularly described in Exhibit “A” annexed hereto (the “**City Property**”); and

WHEREAS, RXR is the owner of that certain parcel of land located at Village Square, School Street and Bridge Street, Glen Cove, in the County of Nassau and State of New York, contiguous to the City Property, as and known on the land map of the County of Nassau as Section 31, Block 85, Lots 16 and p/o 37, as more particularly described in Exhibit “B” annexed hereto (the “**RXR Property**”); and

WHEREAS, RXR intends to construct a mixed use building on the RXR Property and otherwise improve the RXR Property (the “**RXR Improvements**”) and requires access to the public garage on the City Property located to the north of the RXR Property (the “**Parking Garage**”); and

WHEREAS, the plans for the RXR Improvements include constructing a covered pedestrian walkway on the City Property and the RXR Property that connects the RXR Improvements and the Parking Garage (the “**Walkway**”) for use by the residents of the RXR Property and the public; and

WHEREAS, the City is willing to grant an easement to RXR to construct the Walkway in consideration of the easement being granted to the City for access by the public; and

WHEREAS, the parties desire to grant to each other, subject to the other and further provisions of this Easement Agreement, certain rights in and to the RXR Property and the City Property.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained and for other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereto covenant as follows:

1. The City hereby grants to RXR, its agents, employees, engineers, contractors, successors and assigns (i) a permanent, non-exclusive easement of pedestrian access to and from the

City Property and the Parking Garage and use of the Walkway, as depicted on Exhibit “C” annexed hereto, and (ii) a temporary, nonexclusive easement for construction purposes, over the City Property to construct the Walkway and the RXR Improvements, in accordance the plans annexed hereto as Exhibit “D”, which have been reviewed and approved by the City (the “**Approved Plans**”).

2. RXR hereby grants to the City, its agents, employees, and successors and assigns, and the public a permanent, non-exclusive easement of pedestrian access to and from and use of the Walkway to be constructed and maintained as part of the RXR Improvements in accordance with the Approved Plans.

3. Control over the easement areas granted by either party hereunder shall remain with the party owning such property, which shall have free, unobstructed and unlimited access to same, except for temporary encroachments reasonably necessary to permit the construction and maintenance of the improvements described herein.

4. The City shall cooperate with RXR in applying for an obtaining any necessary permits for the construction of the Walkway from any applicable jurisdiction(s), including, without limitation, executing any required documentation. RXR shall be responsible for the preparation of and payment for all plans, surveys or other documents in connection with the approvals. Both parties shall use reasonable efforts and diligence in expediting the application(s) for the permits and prosecuting the same to final decision.

5. RXR shall construct the Walkway in a good and workmanlike manner and in compliance with (i) the Approved Plans, and (ii) all “Legal Requirements”, at its sole cost and expense. Upon completion and in perpetuity thereafter, RXR shall maintain, repair and replace, in a good and workmanlike manner, the Walkway in compliance with all “Legal Requirements” and as reasonably acceptable to the City, at RXR’s sole cost and expense. “Legal Requirement” shall mean any law, ordinance, order, rule or regulation, now existing or hereafter enacted, of a governmental authority, which imposes a duty or obligation on either party hereto.

6. (a) Before commencing construction of the Walkway, RXR shall obtain and maintain or cause to be maintained in full force and effect (i) a commercial general liability policy, insuring against any and all liability for personal injury, death and property damage arising out of the use of the Construction License Areas, with a combined single limit of liability of not less than \$10,000,000.00, in Constant Dollars (hereinafter defined), (ii) Workers’ Compensation as required by any applicable law or regulation, and (iii) Automobile Liability Insurance for owned, hired and non-owned automobiles, with limits of liability shall not be less than \$10,000,000 combined single limit each accident for bodily injury and property damage.

(b) RXR shall deliver to the City a certificate of insurance for the coverages specified herein. All such certificates shall provide that the policy may not be modified in any material manner, or cancelled on less than thirty (30) days prior written notice (ten (10) days in the event of non-payment) to the certificate holder. RXR shall renew or replace the insurance coverage and shall deliver to the City all such renewal and replacement certificates at least ten (10) days before such certificates, or any renewal or replacement certificates, expire.

(c) All such insurance shall be issued by insurance companies which are licensed to do business in the State of New York and having a Best's rating of at least A-, VIII. Such insurance may be provided under (i) an individual policy covering the insured party, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such party, (iii) an increased coverage or "umbrella policy" may be provided and utilized to increase the coverage provided by individual or blanket policies in lower amounts, or (iv) a combination of any of the foregoing insurance programs.

(e) If RXR shall fail to procure or maintain any such insurance and pay any and all premiums and charges therefor, in addition to any other right or remedy the City may have, the City may (but shall not be obligated to do so), after two (2) days' notice to RXR (which notice shall be in lieu of any other notice to which RXR may be entitled), procure such insurance and in such event RXR shall pay the City the reasonable cost thereof, within two (2) days after receipt of demand therefore, which demand shall be accompanied by reasonable documentation supporting such expenditure.

(f) As used herein, "Constant Dollars" shall mean the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the 1st day of January following the fifth anniversary of the date of recording of this Easement Agreement, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month in which this Easement Agreement is recorded; the "Current Index Number" shall be the level of the Index for the month of September preceding the adjustment date; the "Index" shall be the consumer Price Index for all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1996=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the parties shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

7. RXR hereby indemnifies, defends (with counsel selected by the City) and holds harmless the City, the City's agents and their respective agents, employees, contractors, officers, directors, shareholders, partners and principals (disclosed or undisclosed) harmless from any and all actual damages (including reasonable attorneys' fees and disbursements), penalty or fine incurred as a result of RXR's construction, use or maintenance of the Walkway except to the extent due to the gross negligence or willful misconduct of the City or the City's agents, employees, agents, contractors, invitees or licensees. The City hereby indemnifies, defends and holds harmless RXR, its agents and purchasers, and their respective agents, employees, contractors, officers, directors, shareholders, partners and principals (disclosed or undisclosed) from any and all actual damages (including reasonable attorneys' fees and disbursements), penalties or fines incurred as a result of the use of the RXR Property by the City (but not by members of the public), except to the extent due to the gross negligence or willful misconduct of RXR, its mortgagees, agents, employees, guests, invitees, tenants and licensees.

8. The parties hereto shall use commercially reasonable efforts to obtain from any mortgagee encumbering either the RXR Property or the City Property a consent and subordination to this Easement Agreement. This Easement Agreement shall be superior to any mortgages placed upon either property on or after the date hereof.

9. Notwithstanding anything to the contrary contained in this Easement Agreement, the parties hereto reserve to themselves the non-exclusive right to utilize the areas of the respective properties encumbered by this Easement Agreement in common with the other party hereto.

10. Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other pursuant to the terms of this Easement Agreement or pursuant to any applicable law or requirement of any public authority shall be in writing and shall be deemed to have been properly given, rendered or made by (a) delivery by hand, (b) overnight courier, or (c) certified mail, return receipt requested, addressed as appropriate, if to RXR, at the address listed above, with a copy to:

Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, NY 11556
Attention: David M. Curry, Esq.

and to the City, at the address listed above, with copies to:

Charles McQuair, Esq.
City Attorney
9 Glen Street
Glen Cove, NY 11542

and

Phillips Lytle LLP
340 Madison Avenue, 17th Floor
New York, N.Y. 10173
Attention: Milan K. Tyler

Any such notice, if (x) delivered by hand, shall be deemed to have been given, rendered or made when actually delivered by hand, (y) sent by overnight courier, shall be deemed given, rendered or made upon actual receipt, or (z) sent by certified mail, return receipt requested, shall be deemed given, rendered or made as of three (3) days from the postmark of such notice. Either party may, by notice as aforesaid, designate a different address or addresses for notices, statements, demands or other communications intended for it. The attorneys for the respective parties hereto may transmit or receive any notice hereunder on behalf of their respective clients.

11. This Easement Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

12. The parties and their respective successors and assigns shall have the right to enforce by proceedings at law or in equity, the covenants in this Easement Agreement. The right to enforce this Easement Agreement shall include, without limitation, the right to maintain a proceeding at law or in equity against a person or persons who have violated or who are attempting to violate any of the covenants of this Easement Agreement, to enjoin or prevent them from doing so, to cause the violations to be remedied, and/or to recover damages for any violations, including all necessary and reasonable costs, damages and expenses incurred, including legal fees and expenses, in connection with such proceedings.

13. This Easement Agreement contains the entire agreement between the parties relating to the subject of this Easement Agreement. This Easement Agreement may be modified only by a written and recorded agreement signed by both parties or their respective successors or assigns.

14. Each party shall, upon the other party's request, take such other actions and sign such other documents as may be reasonably required to carry the provisions of this Easement Agreement into effect.

15. This Easement Agreement shall be construed in accordance with, and governed by, the laws of the State of New York (without giving effect to New York's principles of conflicts of laws). RXR shall pay all recording fees in connection with the recording of this Easement Agreement.

16. All exhibits to this Easement Agreement are incorporated in and made a part of this Easement Agreement by reference.

17. The failure of either party to enforce or terminate this Easement Agreement for the violation thereof by the other party on any occasion, shall not be deemed a waiver of the right to enforce or terminate this Easement Agreement by such party in the event of subsequent violation or breach hereof. No such failure to enforce or terminate this Easement Agreement shall constitute a course of conduct or dealing between the parties and no inference of any type shall be drawn therefrom.

18. This Easement Agreement may be executed in multiple original counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Reciprocal Easement Agreement (Parking Garage Walkway) to be executed as of the date first written above.

THE CITY OF GLEN COVE

By: _____
Name:
Title:

RXR GLEN COVE VILLAGE SQUARE OWNER LLC

By: _____
Name:
Title:

STATE OF NEW YORK)

: ss:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me, the undersigned, personally appeared _____, 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.

Notary Public

STATE OF NEW YORK)

: ss:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2017 before me, the undersigned, personally appeared _____, 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.

Notary Public

EXHIBIT A

City Property

EXHIBIT B

RXR Property

EXHIBIT C

Access Easement

EXHIBIT D

Approved Plans

LEASE AGREEMENT

THIS LEASE (this “Lease”), dated the ____ day of December, 2017, is by and between **THE CITY OF GLEN COVE**, a New York Municipal Corporation with offices located at City Hall, 9-13 Glen Street, Glen Cove, New York 11542 (the “City” or “Landlord”) and **RXR GLEN COVE VILLAGE SQUARE LLC**, a New York limited liability company, with offices at c/o RXR Realty LLC, 625 RXR Plaza, Uniondale, New York 11556 (hereinafter “Tenant”) (collectively, the “Parties”).

W I T N E S S E T H:

WHEREAS, the City is the owner of certain municipal parking garages, including the four (4) story parking garage (the “Parking Facility”) located on the property legally described on Exhibit A (the “Brewster Street Land”) as generally depicted on Exhibit “B”; and

WHEREAS, Tenant has been granted a special use permit for a minor subdivision in connection with the development of a mixed-use project (the “Tenant Project”) located west of the intersections of Glen Street, Bridge Street and School Street, which is more particularly identified on the Nassau County Land and Tax Maps as Section 31, Block 85, Lots 3, 4, 13, 16 and 37 (the “Premises”); and

WHEREAS, the Parking Facility includes a parking structure located immediately adjacent to the Premises as generally depicted on Exhibit B (the “Brewster South Garage Portion”); and

WHEREAS, the City has determined that the Parking Facility is underutilized and that a surplus of unused parking spaces exists in the Parking Facility; and

WHEREAS, the City believes that a lease agreement with Tenant will provide the

City with some of the necessary revenue for future maintenance and upkeep of the garage therein; and

WHEREAS, the City wishes to enter into this lease to lease certain spaces in the Brewster South Garage Portion to Tenant;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Lease and for other good and valuable consideration, the parties agree as follows:

1. GRANT

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, during the Term, the Leased Spaces (as hereinafter defined) in accordance with this Lease, together with the right to use (if part of the subject Parking Facility generally available to the public) all driveways, aisles, elevators, stairways, lanes, sidewalks, entrances, curb cuts and other areas of the Parking Facility reasonably necessary or desirable for the use of the Leased Spaces and for pedestrian and vehicular ingress, egress, and regress to and from the Parking Facility. The term of this Lease shall commence on the first day of the first full month following the date upon which the Tenant has been issued certificates of occupancy for the residential portion of the Tenant Project (the “Commencement Date”). Each Twelve (12) month period of this Lease from and after the Commencement Date shall be a “Lease Year.” The rights and obligations of the parties under this Lease shall not commence until the Commencement Date, including Tenant’s obligations hereunder to pay Rent (as hereinafter defined). During the Term, Tenant shall, and may peacefully have, hold and enjoy the Leased Spaces and the other rights granted to Tenant hereunder, subject to the other terms of this Lease. The commitment from the City to lease these spaces will end upon

the expiration of the Term.

(b) Notwithstanding anything contained in this Lease to the contrary, Tenant shall be permitted to sublease the Leased Parking Spaces to the residents of the Tenant Project for a monthly fee not to exceed the Rent due hereunder on a per space pro-rata basis. Each apartment in the Tenant Project shall be limited to one (1) Leased Space. Landlord shall have reasonable approval rights with respect to the form of sublease provided to each resident, and upon request, shall receive copies of executed subleases.

2. PARKING SPACES

(a) The Tenant shall have exclusive use of and access to a total of up to Seventy Five (75) leased parking spaces, together with the nonexclusive right of all means of ingress and egress thereto to the lower level, street level and second level of the Brewster South Garage Portion (the "Leased Spaces"). During the first Lease Year and each succeeding year thereafter, Tenant shall lease and pay for no less than Twenty Five (25) Leased Spaces and no more than Seventy five (75) Leased Spaces in a given year.

(b) Tenant shall have the right to increase or decrease the number of Leased Spaces leased each Lease Year, as hereinafter provided; provided, however, that the number of Leased Spaces in any given Lease Year shall not be less than Twenty Five (25) and not more than Seventy-five (75).

(c) In the first Lease Year, the Leased Spaces shall be provided as follows: a maximum of twenty five (25) spaces on the lower level, a maximum of twenty five (25) spaces on the street level, and a maximum twenty five (25) spaces on the second level. In no event shall any Leased Spaces be located on the roof of the Parking Facility.

(d) On or before June 1st of each year of the Term, Tenant shall deliver

notice to Landlord of its election to increase or decrease the number of Leased Spaces (the “Annual Parking Notice”) for the following period of July 1 through June 30 (each a “Parking Period”). In the event Tenant does not timely deliver the Annual Parking Notice, the number of Leased Spaces for the following Parking Period shall be deemed to be the same number of Leased Spaces leased during the current Parking Period.

(e) The Annual Parking Notice shall set forth in detail the location of the number of the Leased Spaces to be leased during the following Parking Period; provided, however, that in no event shall more than twenty five_ (25) Leased Spaces shall be located on the lower level, the street level or the second level.

3. TERM:

The Term of this lease shall commence at 12:01 A.M. on the Commencement Date and shall continue for a period of thirty (30) years, ending at 11:59 P.M. on the day preceding the thirtieth (30th) anniversary of the Commencement Date, unless earlier terminated in accordance with the terms of this Lease. Notwithstanding the foregoing, Tenant shall have the sole right to terminate this Lease once per year upon written notice to Landlord no later than June 1 of any given Lease Year, such termination to be effective as of the following July 1.

4. RENT:

Tenant covenants and agrees to pay to the Landlord all of the following (all of which is collectively referred to as “Base Monthly Rent”): The sum of \$65.00 per month for each Leased Space, to be paid in advance on the first day of each month during the Term for the upcoming month or portion thereof. Commencing on the anniversary date of the Commencement Date, the Base Monthly Rental shall be increased by two percent (2%) of

the Base Monthly Rental paid for each parking space used during the preceding Lease Year. Landlord hereby covenants that Landlord shall use the Rent for the purpose of maintenance of and improvements to the Parking Facility.

5. PAYMENT OF RENT

(a) Tenant shall pay the Basic Monthly Rent and any and all other sums due hereunder (collectively, the "Rent") promptly when due, in cash or by check, in lawful money of the United States of America on the first day of each month during the Term, without notice or demand, payable to Landlord and delivered to its offices at the address as stated in this Lease or to such other person and place as may be designated by written notice from Landlord to Tenant from time to time. The amount paid by Tenant shall be without deduction, diminution, abatement, counterclaim, or set-off of any amount or for any reason whatsoever, except as permitted by the terms of this Lease. If Tenant presents to Landlord more than twice during any twelve (12) month period of the Term checks or drafts not honored by the institution upon which they are issued, then Landlord may require that future payments of Rent and other sums thereafter payable be made by certified or cashier's check.

(b) If this Lease terminates on other than the last day of a calendar month, then the Rent for such month or months shall be prorated and paid in advance. The payment for such prorated month shall be calculated by multiplying the Rent for such month by a fraction, the numerator of which shall be the number of days of the Term occurring during said commencement or termination month, as the case may be, and the denominator of which shall be 30.

(c) Late Charges. Other remedies for non-payment of Rent notwithstanding, any Rent that is not paid within 10 days after the due date shall accrue

interest at the rate of two percent (2%) higher than the rate announced by Bank of America (or its successor) from time to time as its prime rate (but in no event higher than the maximum rate allowed by law), until paid in full, which interest shall be deemed Additional Rent. If there is no prime rate announced by Bank of America or its successor that can reasonably be used to derive the interest rate for purpose of this Section, then the interest rate on said late installments shall be ten percent (10%) per year but not exceeding the maximum rate allowed by law.

6. No Accord and Satisfaction:

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent due shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or letter accompanying any payment as Rent be deemed an accord and satisfaction. Landlord may accept such payment without prejudice to Landlord's right to recover the balance of Rent due or to pursue any other rent provided in this Lease.

7. Signage and Striping of Leased Spaces.

Tenant, at its sole cost and expense, shall be responsible for all signage and re-striping of the Leased Spaces provided by the Landlord. The parties agree that all striping and signage shall be subject to the Landlord's approval. Any subsequent changes to the signage and re-striping including as a result of the increase or decrease in the number of Leased Spaces shall be at Tenant's cost and as mutually agreed upon by Landlord and Tenant.

8. Repairs and Maintenance; Enforcement.

(a) Landlord shall maintain the Parking Facility in good order, including,

without limitation, snow removal, and shall make any and all repairs during the Term, structural or otherwise. Notwithstanding the foregoing, if damage to the Parking Facility is caused by the act or neglect of Tenant, its agents, employees, or contractors (but not invitees (other than agents, employees, or contractors), licensees, sublessees or residents of Tenant), then Tenant shall, at Landlord's option, repair such damage at Tenant's expense or pay Landlord the reasonable cost of repairing the damage. Landlord agrees that customary use of a parking space and the wear and tear resulting therefrom shall not give rise to any obligation on Tenant's behalf to repair or maintain the Parking Facility or any of the Leased Spaces.

(b) Landlord shall enforce parking laws and ordinances if any concerning the exclusivity of the Leased Spaces for the use by the residents of the Tenant Project. Tenant shall use best efforts to respond to any complaint of a violation within twenty four (24) hours.

(c) Notwithstanding the above, nothing contained herein shall require the Landlord, its agents or assignees, to maintain or provide working elevators for the benefit of the Tenants or Tenants subleasees herein.

9. Right of Access; Duty to Provide Substitute Parking:

(a) Landlord may enter the Leased Spaces at any time during the Term to perform Landlord's obligations under this Lease, to repair and maintain the Parking Facility and Leased Spaces, to exercise Landlord's rights under this Lease, and to enforce Tenant's obligations under this Lease. In addition to the rights of Landlord specified in this Section 9(a), Landlord shall also have the right to close Leased Spaces on a temporary basis in order to accommodate improvements to the Parking Facility.

(b) If Landlord requires the closure of any portion of the Parking Facility

on a temporary basis in order to perform its obligations under this Lease or to repair and maintain the Parking Facility or to exercise its rights under subsection (a) above, so that Tenant is unable to use, in a commercially reasonable manner, the leasehold interest granted to Tenant by this Section of this Lease, Landlord shall (i) provide Tenant with as much prior notice as is practical under the circumstances, but, except in case of emergency, no less than fourteen (14) days, (ii) use commercially reasonable efforts to complete its work as expeditiously as reasonably possible and to restore Tenant's use of the Parking Facility and Leased Spaces, and (iii) Landlord will use all reasonable efforts to provide substitute spaces closest to the most southerly portion of the Parking Facility which is closest to the Project (any such substitute or alternate space shall hereinafter be called a "Substitute Space"). To the extent any such Leased Spaces are closed for the reasons described in this Section 9 and no spaces can be provided to the Tenant, then Rent shall abate with respect to any such Leased Space; provided, however, that to the extent Landlord provides Tenant with Substitute Spaces, then Rent shall not abate.

10. Claims and Demands:

Tenant shall notify Landlord of any claim, demand, or charge asserted or proposed to be asserted against or upon the Parking Facility or Leased Spaces within five (5) days of receiving notice thereof.

11. Compliance with Laws and Contracts:

Each of Landlord and Tenant shall comply with all applicable Federal, State, and local statutes, regulations, ordinances, orders, permits, licenses, and requirements, as they may be amended, changed, or adopted from time to time, relating to Landlord or Tenant's duties and obligations under this Lease, as applicable.

12. Alterations:

Tenant shall not make any alteration, additions, or other improvement in or to the Parking Facility or Leased Spaces or install equipment of any kind in the Parking Facility without Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed. Any such alterations, additions, or other improvements that are approved by Landlord shall become fixtures to the Parking Facility and the property of Landlord immediately upon their installation or attachment to the Parking Facility except for any parking control or parking monitoring equipment, including hardware and software, paid for by Tenant.

13. Subordination:

(a) This Lease shall be subject and subordinate at all times to the lien of any deed of trust or other encumbrance(s) that may now or at any time be made upon the Parking Facility or Landlord's interest in the Parking Facility. Tenant shall execute and deliver any instrument(s) required in connection with subordinating this Lease to the lien of any such deed of trust or other encumbrance(s) as shall be desired by any party secured thereby. If Landlord's interest under this Lease is transferred by reason of foreclosure or other enforcement proceedings, Tenant shall be bound to the transferee under the terms, covenants and conditions of this Lease for the remainder of the Term and agrees to attorn to the transferee.

(b) So long as no Event of Default has occurred, this Lease shall remain in full force and effect for the full Term hereof, and Tenant's occupancy of and rights to use the Leased Space shall not be disturbed by any termination of any such mortgage, deed of trust, or ground lease or by any foreclosure proceeding or any deed in lieu of foreclosure or other

such transfer, and the subordination set forth in Section 13(a) is made subject to Tenant's non-disturbance rights under this Section 13(b). Landlord shall cause its mortgagee and/or ground lessor to execute and deliver a subordination, non-disturbance and attornment agreement, in form and substance reasonably acceptable to all parties, as soon as reasonably possible after the execution hereof.

14. Estoppel Certificate

(a) Tenant shall, without charge, at any time and from time to time, within twenty (20) days after request by Landlord or Landlord's mortgagee, certify by written instrument, duly executed, acknowledged and delivered, addressed to Landlord or any party designated by Landlord, that (i) this Lease is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid, (ii) the date of expiration of the Term, (iii) the Rent then payable under this Lease, (iv) whether or not, to the best knowledge of the officer executing such certificate on behalf of Tenant, Landlord is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the person executing such certificate may have knowledge, (v) The number of Leased Spaces and the monthly fees charged by Tenant to its residents for use of the Leased Spaces; and (vi) any other matter reasonably requested by Landlord.

(b) Landlord shall, without charge, at any time and from time to time, within twenty (20) days after request by Tenant or Tenant's mortgagee, certify by written instrument, duly executed, acknowledged and delivered, addressed to Tenant or any party designated by Tenant, that (i) this Lease is unmodified and in full force and effect (or if there

shall have been modifications that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid, (ii) the date of expiration of the Term, (iii) the Rent then payable under this Lease, (iv) whether or not, to the best knowledge of the officer executing such certificate on behalf of Landlord, Tenant is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the person executing such certificate may have knowledge, and (v) any other matter reasonably requested by Tenant.

15. Surrender of Possession:

Upon the expiration or earlier termination of the Term, Tenant shall surrender the Leased Spaces and all keys, gate cards, parking passes, security cards, and locks to Landlord in good order and repair, ordinary wear and tear excepted. If Tenant does not surrender possession of the Leased Spaces at the expiration or earlier termination of the Term, Landlord shall be entitled to recover compensation for such use and occupancy at one hundred fifty percent (150%) of the Rent payable prior to the expiration or earlier termination of the Term, and Tenant shall be liable to Landlord for any loss or damage it may sustain by reason of Tenant's failure to surrender possession of the Leased Spaces immediately upon the expiration or earlier termination of the Term.

16. Additional Covenants:

Tenant covenants and agrees: (i) that its use of the Parking Facility, including the Leased Spaces and all other parking spaces in the Parking Facility used by Tenant, its licensees and sublessees, will not constitute a nuisance and will not unreasonably interfere, in any material and adverse manner, with the use of the Parking Facility by Landlord, its licensees and sublessees, (ii) to use the Leased Spaces only for the parking of automobiles,

passenger trucks, delivery vans, and other private vehicles; (iii) not to strip, damage, or deface the Parking Facility or store equipment in the Parking Facility; (iv) not to use the Parking Facility in any manner that is unreasonably noisy, offensive, or injurious to any person or property and shall prohibit such use in all licenses or subleases of any Leased Space; and (v) not to cause in the Parking Facility the generation, treatment, storage, or disposal of any hazardous substances or materials or toxic substances of any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901 et seq.), any regulations adopted under these acts, or all other applicable federal, State, and local statutes, regulations, ordinances, orders, permits, licenses, and requirements, as they may be amended, changed, or adopted from time to time, concerning environmental protection.

17. Landlord and Tenant Indemnity:

(a) Tenant shall indemnify and save harmless Landlord against and from all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, attorneys' fees and disbursements, that may be imposed upon or asserted against, or reasonably incurred by, Landlord or any agency or subdivision thereof or its respective agents, employees, officers, or officials (the "Tenant Indemnitees") by reason of the acts or omissions of Tenant or its affiliates in the performance of each of their obligations under this Lease or by reason of the acts or omissions of its residents, except to the extent that such liability or other loss is caused proximately, in whole or in part, by the negligent or willful acts of Tenant Indemnitees. Tenant shall defend any and all legal proceedings commenced against any Tenant Indemnitee arising under Tenant's

obligations under this Article. For purposes of this Section, “legal proceedings” includes legal actions and administrative proceedings.

(b) Landlord shall indemnify and save harmless Tenant against and from all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges, and expenses, including, without limitation, attorneys’ fees and disbursements, that may be imposed upon or asserted against, or reasonably incurred by, Tenant or any agency or subdivision thereof or its respective agents, employees, officers, or officials (the “Landlord Indemnitees”) by reason of the acts or omissions of Landlord or Landlord’s agents, employees, officers, or officials in the performance of each of their obligations under this Lease, except to the extent that such liability or other loss is caused proximately, in whole or in part, by the negligent or willful acts of Landlord Indemnitees. Landlord shall defend any and all legal proceedings commenced against any Landlord Indemnitee arising under Landlord’s obligations under this Article. For purposes of this Section, “legal proceedings” includes legal actions and administrative proceedings.

18. Tenant’s Insurance:

The Tenant hereby covenants and agrees during the Term to maintain at its own cost and expense public liability and property damage insurance protecting the Landlord from any and all claims for damage resulting from injury to person or property or from loss of life or property sustained by anyone whomsoever in and about the said Leased Premises, or any part thereof, arising from the Tenant’s use thereof. Such public liability and property damage insurance shall afford protection to at least the sum of one million (\$1,000,000) dollars for the injury to or death of any one person, and at least the sum of one million (\$1,000,000) dollars for injuries to, or the death of, any number of persons arising out of the

same accident, and to at least the sum of two hundred fifty thousand (\$250,000) dollars for injuries to property. Each said policy shall name Landlord as “additional insured.” Tenant shall furnish the Landlord with certificates evidencing the obtaining and maintaining of such insurance.

19. Tenant’s Default:

The following shall be deemed defaults by Tenant under this Lease:

- (a) Tenant’s failure to pay Rent or make any other payment under this Lease when it becomes due;
- (b) The failure or refusal of Tenant to perform fully and promptly any act, covenant, or obligation required under this Lease or to comply otherwise with any provision of this Lease;
- (c) If Tenant’s leasehold estate is taken by execution or other process of law;
- (d) The entry of an order of relief for Tenant by a court of competent jurisdiction under any bankruptcy or insolvency laws;
- (e) The entry of an order of appointment by any court or under any law of a receiver, trustee or other custodian of the property, assets or business of Tenant;

20. Tenant’s Opportunity to Cure:

- (a) Upon the occurrence of an event of default contained in Section 19(a) above, if Landlord shall provide to Tenant written notice of such default, Tenant shall have fifteen (15) days from the date that Tenant receives the notice to cure the default; provided, however, that Landlord shall not be obligated to provide Tenant with a notice of a default under Section 19(a) more frequently than two (2) times in any twelve (12) month period.

Upon the occurrence of a default contained in Section 19(b) above, if Landlord shall provide to Tenant written notice of such default, Tenant shall have thirty (30) days to cure such default from the date that Tenant receives the notice to cure such default. If the nature of the event of default under Section 19(b) is such that Tenant reasonably cannot cure the default within the cure period, then Tenant shall have an additional reasonable amount of time to cure the event of default provided that Tenant has begun its efforts to cure the event of default within the cure period and Tenant continues its efforts to cure the event of default in a commercially reasonable manner. Upon the occurrence of the events described in Sections 19(c), (d) or (e), or upon the failure by Tenant to cure the defaults in Section 19.1(a) or (b) within the time periods described in this Section 20, an event of default shall occur (hereinafter an "Event of Default").

(b) Landlord shall provide written notice of any Event of Default to Tenant's lender. In addition to any notice and cure period provided to Tenant hereunder, Tenant's lender shall have a period of thirty (30) days to cure any such default; provided, however, that if the nature of the Event of Default is such that Tenant's lender reasonably cannot cure the Event of Default within the cure period, then Tenant's lender shall have an additional reasonable amount of time to cure such Event of Default provided that Tenant's lender has begun its efforts to cure such Event of Default within the cure period and Tenant's lender continues its efforts to cure such Event of Default in a commercially reasonable manner.

21. Landlord's Remedies:

This Lease shall be enforceable by actions for specific performance or injunction in addition to any other remedies available at law or in equity, including recovery of all

attorneys' fees and court costs. If an Event of Default has occurred, then, subject to the requirements of Section 20, Landlord may, upon an additional thirty (30) days' notice and opportunity to cure, terminate this Lease, and Tenant immediately shall surrender the Leased Spaces to Landlord; and, if Tenant fails to do so, Landlord shall have the right, without waiving any other remedy for possession or arrears in payments, to enter upon and take control of the Leased Spaces and to expel or remove Tenant and any other person who may be occupying the Leased Spaces. Pursuit of any remedy available in law or at equity shall not preclude the pursuit of any other remedy provided for in this Lease or any other remedy provided in law or equity, nor shall pursuit of any remedy provided in this Lease constitute a forfeiture or waiver of any amounts due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. In the event of any early termination of this Lease by Landlord, Tenant shall remain liable for the Rent to the date of such termination.

22. Re-letting Leased Spaces:

If Landlord reenters or retakes the Leased Spaces, all rents received by Landlord for re-letting the Leased Spaces after Tenant's default shall be applied first to the payment of such expenses as Landlord may have incurred in recovering possession of and re-letting the Leased Spaces (including brokerage fees) and second to the payment of any costs and expenses incurred by Landlord, either for making the necessary repairs to the Leased Spaces or in curing any default on the part of Tenant of any covenant or condition under this Lease. Any remaining rent shall be applied toward the payment of Rent due from Tenant, and Tenant expressly agrees to pay any deficiency then remaining. Landlord shall in no event be liable (nor shall Tenant be entitled to any set off) for Landlord's failure to re-let the Leased

Spaces, and Landlord, at its option, may refrain from terminating Tenant's right of possession, and in such case may enforce the provisions of this Lease against Tenant for the full Term. Landlord shall be under no obligation to so mitigate its damages.

23. Landlord's Opportunity to Cure.

Upon the occurrence of an event of default by Landlord, Landlord shall have thirty (30) days to cure such default from the date it receives notice from Tenant of the event of default. If the nature of the event of default is such that Landlord reasonably cannot cure the default within that thirty (30) day period, then Landlord shall have an additional reasonable amount of time to cure the event of default provided that Landlord has begun its efforts to cure the event of default within that thirty (30) day period and Landlord continues its efforts to cure the event of default in a commercially reasonable manner. If Landlord fails to cure the default in the time provided in this Lease such failure shall constitute an event of default (a "Landlord Default").

24. Tenant's Remedies:

(a) Upon the occurrence and during the continuance of any Landlord Default, Tenant shall have the right to pursue any remedy available at law or equity, including the right to terminate this Lease, seek specific performance of Landlord's obligations hereunder, or perform Landlord's obligation or obligations that Landlord has failed to perform and, to the extent allowed by law, receive reimbursement from Landlord for Tenant's actual costs and expense incurred in connection with performing any such obligation or obligations. Tenant acknowledges that its right to receive reimbursement from Landlord for any such costs and expenses incurred may be limited unless Tenant abides by any procurement or contracting requirements that Landlord is required by law to abide. In

case of such termination, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. Before exercising its right pursuant to this Section 24 to terminate this Lease, seek specific performance or perform Landlord's obligations, Tenant shall give Landlord five (5) days' notice of its intention, which notice shall distinctly state the Landlord Default upon which Tenant relies, and Tenant's right to terminate shall cease if Landlord cures the events of default contained in the notice. If Tenant fails to receive payment from Landlord for any amount due under this Lease within fifteen (15) days of the date due, then Tenant shall have the right to offset all such amounts from subsequent installments of Rent due hereunder until such time as Tenant has received a credit against Rent due hereunder in an amount equal to the amount due Tenant pursuant to this Lease.

(b) In addition to any right or remedy provided in this Lease, during any time that Tenant loses the right to use any or all of the Leased Spaces, for any reason not caused by Tenant's failure to comply with this Lease or Tenant's negligence or willful misconduct, Tenant shall be entitled to reduce or abate the amount of Rent it is obligated to pay to Landlord on a pro rata basis. Tenant's right to reduce or abate its payment of Rent shall terminate immediately to the extent Tenant's right to use the Leased Spaces is restored.

25. Punitive, Consequential, or Special Damages:

Notwithstanding anything contained in this Lease to the contrary, in no event shall either Landlord or Tenant or any Person claiming through Landlord or Tenant be entitled to any special, consequential or punitive damages pursuant to or as a result of any breach of or default under this Lease by the other party.

26. Force Majeure:

If Landlord or Tenant shall be delayed, hindered, or prevented from performing any act required to be performed under this Lease by reason of fire, accident, casualty, act of God, strikes, lockouts, unavailability of materials, failure of power, laws or regulations, orders of a court or governmental agency, riot, insurrection, an act or failure to act of any tenant or subtenant of parking spaces, adverse weather conditions, war, or any reason beyond such party's reasonable control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay, provided that such party has taken steps that are reasonable under the circumstances to mitigate the effects of such force majeure.

27. Miscellaneous:

(a) In the event that the Parking Facility, or any part thereof, or access thereto, shall be taken in condemnation proceedings or by exercise of any right of eminent domain or by agreement (such as deed in lieu of an eminent domain action) between Landlord, Tenant, and those authorized to exercise such right (any such matters being hereinafter referred to as a "taking"), Landlord and Tenant shall have the right to participate in any such condemnation proceedings or agreement for the purpose of protecting their interests hereunder. Each party so participating shall pay its own expenses and fees incurred therein. Notwithstanding the foregoing, the City agrees not to pursue condemnation of the Parking Facility for so long as the Lease is in full force and effect.

(b) If at any time during the Term of this Lease there shall be a taking of any of the Parking Facility, so that as a result of the taking, or condemnation or deed in lieu of such taking (the "Taking"), Tenant is unable to use, in a commercially reasonable manner, any portion of the Parking Facility for its intended purpose, Landlord shall first use best

efforts to find suitable Substitute Spaces for the use of Tenant's residents, and this Lease shall continue with respect to such Substitute Spaces. If Landlord is unable to find suitable Substitute Spaces, this Lease shall terminate as of the date of the Taking. If the effect of a Taking event is to cause Tenant to lose the right to use greater than thirty percent (30%) of the Leased Spaces, Tenant will have the right to terminate this Lease or to keep this Lease in effect and to either cause Landlord to deliver suitable Substitute Spaces, or reduce Rent proportionately in accordance with the number of Leased Spaces taken or which Tenant does not have use of relative to the total number of Leased Spaces that existed just prior to the Taking. If the Parking Facility is only partially usable after any such taking, then the Landlord shall have the authority to reallocate parking spaces throughout the Parking Facility subject to availability, and to determine which parking spaces in the Facility will be available for those purposes. Section 27(p) shall not apply with respect to an amendment to effectuate the changes provided for in this subsection (b).

(c) If this Lease shall have terminated as a result of a Taking, or if Tenant loses use of any portion of the Leased Spaces as a result of a Taking, then Tenant shall be entitled to seek and recover an award from the condemnor for the loss of the value of Tenant's leasehold estate and its other rights under this Lease. Additionally, in that action Tenant shall be entitled to assert a claim against condemnor and receive compensation from the condemnor for its other damages incurred as a result of such condemnation. Landlord shall be entitled to assert and recover an award from the condemnor for the loss of Landlord's remainder interest in the fee estate and all other damages and amounts allowed by law.

(d) Assignment. Tenant shall not assign this Lease or any portion thereof

or any benefit accruing under this Lease to any party without first obtaining the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall be permitted to (1) collaterally assign this Lease to Tenant's lender, and (2) assign this Lease in connection with any simultaneous sale of the Premises, in each case, upon prior notice to Landlord.

(e) No Warranty. TENANT AND LANDLORD EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

(f) Survival. It is understood and agreed that whether or not specifically provided herein, any provision of this Lease that by its nature and effect is required to be kept, observed, or performed after the expiration or early termination of this Lease shall survive the expiration or early termination of this Lease and shall remain binding upon and for the benefit of the parties until fully observed, kept, or performed.

(g) Notices. All notices, demands, and requests required or permitted under the provisions of this Lease shall, unless otherwise specified, be in writing, sent to the following addresses or to such other address as the party to whom the notice is sent shall have designated in writing in accordance with the provisions of this Section:

As to Landlord: Mayor Reginald Spinello
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

With a copy to: Charles G. McQuair, Esq.

City Attorney
City of Glen Cove
9 Glen Street
Glen Cove, New York 11542

As to Tenant: c/o RXR Realty LLC
625 RXR Plaza
Uniondale, New York 11556
Attention: Frank Haftel, Vice President

With a copy to: Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, New York 11556
Attention: David M. Curry, Esq.

Notices, demands, or requests delivered pursuant to this Section shall be deemed to have been properly given and provided if delivered by one of the following methods: (i) hand delivery, (ii) delivered by express, registered, or certified mail of the United States Postal Service, return receipt requested, postage prepaid, (iii) delivered by United Parcel Service or Federal Express or (iv) by facsimile transmission with a copy delivered by one of the options contained in (i) through (iii). Each such notice, demand, or request shall be deemed to have been received upon the earlier of (w) the actual receipt (including receipt by fax for which there is a confirmation), (x) refusal by the addressee, (y) three (3) business days after deposit in the custody of the United States Postal Service or (z) the next business day after deposit with the courier if sent pursuant to (iii) but only if next day delivery is selected. A party shall give the other party notice of any change in address, which notice shall not be effective until five (5) days after it is given. If an address is no longer valid so that a notice is not delivered when sent by a method described above, but the party has not given notice of the new address, then that notice sent to that address is deemed delivered by that method three (3) days after it is given.

(h) Successors. This Lease shall be binding upon and inure to the benefit

of each of the parties hereto and its respective successors and assigns.

(i) Severability: If any term, condition or provision of this Lease is unenforceable, the remainder of this Lease shall be enforceable to the extent permitted by law.

(j) Execution in Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(k) Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of New York. The exclusive forum and venue for all actions arising out of this Lease shall be the Supreme Court of State of New York in Nassau County. Such actions shall not be commenced in nor removed to federal court. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

(l) Non-Waiver. No delay or omission by Landlord to exercise any right or remedy accruing under this Lease shall impair such right or remedy or be construed to be a waiver thereof, nor shall any such delay or omission constitute approval of or acquiescence in a breach under this Lease by Tenant.

(m) Entire Agreement. This Lease constitutes the entire agreement between the parties, and all prior or contemporaneous oral or written agreements or instruments are merged in this Lease.

(n) Memorandum of Lease. At the request of either Landlord or Tenant, the other party shall execute and deliver to the other party a Memorandum of Lease, in recordable form and in form and substance reasonably satisfactory to all parties and meeting

the statutory requirements for a Memorandum of Lease under New York law.

(o) No Third Party Rights Created. This Lease is intended for the benefit of Landlord and Tenant and not any other person, other than the sublessess/residents of Tenant. This Lease gives Tenant rights that may be enjoyed by Tenant's Sublessee, but Tenant's Sublessees themselves do not have rights under this Lease against the Landlord, and Tenant's Sub lessees do not have the right to enforce any provisions of this Lease.

(p) Modifications. A modification of this Lease is not valid unless signed by both parties and otherwise in accordance with requirements of law.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement as of the day and year first above written.

LANDLORD:

TENANT:

CITY OF GLEN COVE

RXR GLEN COVE VILLAGE SQUARE LLC

By: Mayor Reginald Spinello

By:

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

On this ____ day of _____, 2017, before me personally came Reginald Spinello, to me known to be the Mayor of the City of Glen Cove, who, being by me duly sworn, did depose and say that he resides at Glen Cove, New York; that he is the Mayor of the City of Glen Cove, the municipal corporation described in and which executed the foregoing document; that he executed said document pursuant to the resolution of the Glen Cove City Council dated _____; and that he signed his name thereto.

Notary Public

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

On this ____ day of _____, 2017, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of RXR GLEN COVE VILLAGE SQUARE LLC., the corporation described in and who executed the foregoing instrument, and acknowledged that he executed the same on behalf of said corporation.

Notary Public



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: WATER

BUDGET YEAR 2017

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
H8300-52220-1724	meter reading upgrade	3985	
H8300-52230-1725	meter replacement program		3985

Reason for Transfer:

cover difference of estimate to actual cost of equipment

Department Head Signature:

Anne M. Byrne

Date:

12/1/17

City Controller Approval:

Vanda Clavin

Date:

12/1/17

City Council Approval – Resolution Number: _____

Date: _____

CITY OF GLEN COVE

HOUSING CHOICE VOUCHER PROGRAM

Administrative Plan

FISCAL YEAR 2018

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Selecting Applicants from the Waiting List

Selecting Applicants

- Families selected for participation in the Section 8 Program are taken from the Waiting List by local preference, starting with the earliest date on accepted preliminary applications. Priority is given to those families with a local preference using the preference system described later in this section so that no family without a local preference is selected before a family with a local preference, admissions of singles that are elderly, disabled, or displaced and families whose head or spouse is elderly or disabled have preference over admissions of singles that are not elderly disabled or displaced.
- When funding is available and assistance can be provided, families on the Waiting List are contacted in writing to inform them of the availability of funding and requested to complete a Tenant Information Form, Authorization Form, and a Citizenship Declaration Form and return the forms to the program office in the envelope provided within fourteen days. Families that do not respond to this letter are removed from the waiting list and given no further consideration. Letters returned as undeliverable because the family has moved and not left a forwarding address are treated the same as families that do not respond.
- Disabled applicants are not removed from the Waiting List until personal contact is made with the disabled person by a program manager to insure that a disabled person is not denied the opportunity to qualify for rental assistance solely due to their disability.
- Public Housing residents may apply when Section 8 list is open. Selections from the waiting list must result in compliance with income targeting requirements. Seventy-five percent of families who are initially leased up during the fiscal year must have incomes below thirty percent of area median (extremely low income) as published by HUD.
- Applicants must be at least 21 years of age and are required to produce a current criminal background check from Nassau County Police Department or other State / Federal Law Enforcement Agency. Applicants with felony drug convictions will not be able to participate in this program until at least three years from time of their release or conviction and the time they are called from the waiting list. Applicants convicted of child molestation will be barred from participation in this program.

Preferences

- Preference in assigning applicants to the waiting list will be based on the date and time of application.
- Preferences are ranked using a residency preference based on the City of Glen Cove residency preference area, defined as the City of Glen Cove where the Section 8 Program is authorized to operate a rental assistance program in accordance with the following system:

First Preference

Applicants who claim a residency preference based on a head of household or spouse who resides in the City of Glen Cove at the time of application.

Second Preference

Applicants claiming a disability and receive Social Security Disability or Supplemental Security Income benefits who resides in the City of Glen Cove at time of application.

Applicants claiming a classification as a victim of domestic violence that can be documented and who resides in the City of Glen Cove .

Third Preference

Applicants claiming a veterans or disabled preference without SSD or SSI benefits that live in the City of Glen Cove at the time of application.

Applicants claiming a homeless preference based on displacement by governmental action that resides in City of Glen Cove at the time of application.

Fourth Preference

Applicants claiming a family preference of two or more persons, not elderly, disabled or displaced that resides in the City of Glen Cove at the time of application.

Single Person

Single persons will be given equal preference with all other persons

- The City of Glen Cove does not exercise its discretionary power to assist non-preference families through local preferences, nor does it verify preferences as a requirement for placement on the waiting list. Verification of preferences is delayed until occupancy consideration.

Closing the Waiting List

- When the City of Glen Cove closes its entire waiting list, or any part of its waiting list, public notice concerning the closing of the entire list, or any part of the entire list, will be placed in the daily newspaper used by the Glen Cove Community Development Agency for official notices, and in any weekly newspaper of general circulation.
- Public notice will not be used as the primary vehicle used to notify special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix 1 of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove, and Department of Housing and Urban Development requirements.

Reopening the Waiting List

- When the City of Glen Cove opens or reopens its entire waiting list, or any part of its waiting list, public notice that families may apply for assistance will be placed in the daily newspaper used by the City of Glen Cove for Official notices, and in any weekly newspaper of general circulation.
- The public notice will state where and when to apply and state any limitations on who may apply for available slots in the program.
- Public notice will not be used as the primary vehicle used to attract special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix I of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove and Department of Housing and Urban Development requirements.
- When the City of Glen Cove closes its entire waiting list, or any part of its waiting list, public notice concerning the closing of the entire list, or any part of the entire list, will be placed in the daily newspaper used by the City of Glen Cove for official notices, and in any weekly newspaper or general circulation.
- Public notice will not be used as the primary vehicle used to notify special groups, such as minorities, the elderly, the working poor, and the homeless, since this can be better accomplished by dealing directly with agencies that work as advocates for these special groups. A list of agencies that will be contacted is provided in Appendix I of this Administrative Plan.
- Such notice will comply with the fair housing and equal opportunity requirements of the City of Glen Cove and Department of Housing and Urban Development requirements.

Single Waiting List

- A single waiting list is used for the voucher program. Additions to the waiting list are always accepted and the City of Glen Cove does not anticipate the need to suspend accepting or processing new preliminary applications or adding new applicants to the waiting list. However, should the need arise to close the waiting list, or any part of the waiting list, procedures already stated in this Administrative Plan will be followed.

Issuing or Denying Vouchers - Terms, Extensions and Suspensions

Issuing or Denying Vouchers

- As part of the selection process, families on the Waiting List are contacted and told that they will be awarded a voucher if their eligibility as stated in their preliminary application can be verified.

- Families that are income eligible, qualify as a family under this administrative plan, and are citizens or nationals of the United States, or eligible non-citizens, are given oral briefings and offered a certificate or voucher.
- Families must submit to or supply proof of a criminal background check for all family members who have reached the age of eighteen (18) years. This Agency prohibits admission to the program any applicant for three years from date of eviction if a household member has been evicted from federally assisted housing for drug-related criminal activity. This Agency also prohibits admission if any household member is currently engaging in illegal use of a drug. This Agency also prohibits admission if it determines that it has reasonable cause to believe that a household member's illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This Agency prohibits admission if an household member has ever been convicted of drug related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing. This Agency enforces HUD mandatory prohibitions for any member of household is subject to a lifetime registration requirement under a State sex offender registration program. This Agency has established a three year period before the admission decision during which an applicant must not to have engaged in drug-related criminal activity: violent criminal activity: or other criminal activity which may threaten the health safety of the owner, property management staff or PHA staff.
- Families will be issued a Voucher, if one is available. Families may remain on the waiting list in their same chronological order while waiting for a Voucher. Families refusing assistance will be removed from the waiting list, and must reapply if they wish to obtain rental assistance in the future.
- Vouchers are issued until available funding is utilized. Projections of the number of each that may be issued is based on a financial projection model that Uses past program experience and Annual Contributions Contract Reserve to determine the number vouchers that may be issued over a five-year period, given available funding. The projection model is checked each quarter to determine if adjustments are required.
- Vouchers are issued based on family size or unit size if the unit they choose to occupy is smaller than subsidy standards stated elsewhere in this Administrative Plan. Families may be issued smaller Vouchers than size unit they would normally occupy, as long as the standard of two persons per living / sleeping area is not exceeded.
- Families may also choose to occupy larger units than indicated by the subsidy standards in this Administrative Plan only in emergency cases, and where there is no known abuse of housing subsidy such as unauthorized persons occupying said units, but the maximum subsidy will always be limited to the Fair Market Rent or Payment Standard applicable to the size unit approved by this Agency.

Terms

- Vouchers issued shall be valid for a period of 60 days. All families will be notified thirty days prior to the expiration of their Certificates or Voucher to determine if they have found a suitable unit, or if they require assistance in finding such a unit.

Extensions

- Extensions will be granted on Vouchers, not to exceed a total of an additional 60 days, if the family can demonstrate that it has actively attempted to find a suitable dwelling unit.
- Such demonstration shall include names and addresses of owners who have been contacted and reasons why potential dwelling units have been rejected. Unless such extensions have the effect of denying other families access to rental assistance, extensions will normally be granted until Voucher holders are able to secure suitable housing.
- Vouchers issued to persons with disabilities will automatically be extended at the holder's request to the full 120 day period allowable under HUD regulations.

Suspension

- The term of a voucher will be suspended from the time when the family submits a request to this agency for approval to lease a unit, until the time when this agency approves or denies the request, provided that each such suspension does not exceed thirty days. No more than three such suspensions will be authorized for a certificate or voucher holder, unless this agency finds extenuating circumstances warranting such suspension.

Special Purpose Funding

- Special purpose funding, funding for specified families, or a specified category of families issued by HUD will always

follow directives issued by HUD at the time funding is provided. If required and acceptable to this agency the contents of this Administrative Plan will be amended at the time special funding is provided.

Definition of a Family and Definition of Continuously Assisted

Definition of a Family

- The definition of family and the family's eligibility for assistance and placement on the waiting list is based on eligibility and occupancy criteria established by the U.S. Department of Housing and Urban Development as well as this agency's policies. Eligible families and individuals that may be placed on the Waiting List, in addition to meeting preliminary income and all other preliminary eligibility criteria, must be one of the following:

A disabled person or family whose head or spouse or sole member is disabled; A displaced person or family; A homeless person or family;

An elderly person or family whose head or spouse or sole member is at least sixty-two years of age;

Two or more persons sharing residency as a family irrespective of age; A single person of any age who is an expectant mother, or in the process of securing legal custody of a minor; A single person of any age.

- A **disabled person** is defined as a person who is under a disability as defined in section 223 of the Social Security Act, or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, or a disabled person having a physical or mental impairment which (1) is expected to be of long-continued and indefinite duration, (2) substantially impedes his or her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable housing conditions.
- A **displaced family** is a family that has been displaced by government action and is required to move by the Federal Government, a State Government, or a local government, or a family that is required to move due to a disaster that is declared or formally recognized by the Federal Government.
- A **homeless family** includes any individual or family who currently lives in substandard housing where substandard is defined as involving a unit that is:
 - a) Dilapidated and does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or has one or more critical defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure, or does not have operable indoor plumbing.
 - b) Does not have a usable flush toilet inside the unit for the exclusive use of a family
 - c) Does not have a usable bathtub or shower inside the unit for the exclusive use of a family
 - d) Does not have electricity, or has inadequate or unsafe electrical service, or
 - e) Does not have a safe or adequate source of heat, or
 - f) Should, but does not have a kitchen, or
 - g) Has been declared unfit for habitation by an agency or unit of government
 - h) A homeless family is also defined as a family that lacks a fixed, regular, and adequate nighttime residence and has a primary nighttime residence that is:
 - a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), or
 - an institution that provides a temporary residence for individuals intended to be institutionalized, or A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings

A homeless family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

Continuously Assisted Family

- A family that has been continuously assisted under the 1937 Housing Act will be placed on the waiting list or assisted using the low-income limits published by the Department of Housing and Urban Development.
- A family will be considered continuously assisted if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the certificate or voucher program. If a continuously assisted family's assistance is temporarily interrupted for a period exceeding sixty days before changing programs and being admitted to the agency's program, such interruption will cause that family to lose their status as a continuously assisted family.
- A family continuously assisted can transfer their section 8 voucher to a remaining adult family member if that member is on the section 8 household, as a remaining household member.

Use and Occupancy of Unit

- The Family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- A family may-not add other adults to household not currently being assisted without permission of this Agency.
- When a family removes an adult member from their household this Agency will adjust the voucher size to match the new household composition.

Exceptions

- Exceptions for unassisted family members require a documented medical emergency which designate the assisted family as last resort housing. Court-awarded custody of a child / and or Foster child care and certified live-in aides.

Encouraging Participation by Owners of Suitable Units Located Outside Areas of Low Income or Minority Concentration

- Contact with owners, brokers, property managers, and associations of these groups encouraging participation by owners of suitable units located outside any areas of low income or minority concentration will initially be made through a community-wide information program.
- While there are significant low income or minority population concentrations within this housing agency's jurisdiction, there are income eligible minorities in the housing market area and special efforts will be required to attract these groups to the program and inform them of the availability of housing opportunities in areas outside of impacted areas.
- Paid advertisements and press releases, stressing the advantages to owners who participate in the program, will be placed in the daily newspaper used by this agency for official notices. and in any weekly newspaper of general circulation. Advertisements and press releases will appear at the start of the application period and throughout the program as required. Advertisements will also be placed in the classified sections of local newspapers, if necessary in an attempt to encourage more owners to participate in the program. All advertisements will comply with Advertising Guidelines for Fair Housing, of the Department of Housing and Urban Development.
- Press releases will be issued, at the start of the application period, and during the program as required, and distributed through the media list. Press releases will stress the advantages to owners who participate in the program, and will conform with Advertising Guidelines for Fair Housing of the Department of Housing and Urban Development.
- In order to interest owners in participating in the program, information concerning potential rehabilitation of existing units through lease-secured loans or rent increases will be provided and discussed with local banks, as necessary.
- This Agency does not pay real estate brokers fees or security deposits for any program participants.

Assisting a Family that Claims Illegal Discrimination has Prevented the Family from Leasing a Suitable Unit

- Assistance will be provided when a family alleges that illegal discrimination is preventing that family from finding a suitable unit. In such cases, families will be counseled on their rights, and where required. will be referred to appropriate local, county or state human rights organizations for additional assistance and resolution of the alleged discrimination.

- Applicants or participants claiming to have been subjected to discrimination because of race, color, religion, sex, disability, familial status, or national origin in search for housing, or in the housing they currently occupy will be asked to complete the Housing Discrimination Complaint Form and mail to the nearest HUD office. Assistance with completing the form and mailing it to the nearest HUD office will be provided by this agency.

A Statement of our Agency's Policy on Providing Information about a Family to Prospective Owners

- An agency administering Section 8 is not subject to federal Freedom of Information Act (FOIA) and Privacy Act requirements. The decision whether to release or deny release of program information generally rests in the discretion of the housing agency, subject to any restrictions under State or local law concerning disclosure of information obtained pursuant to the family's verification release or consent. A family's rental history concerning prior good standing as to timely tenant payments or problems such as damages is not privileged.

Disclosure of Certain Information Prohibited

- Information acquired by this agency or by an officer or employee of this Agency shall be for the exclusive use and information of this Agency in the discharge of its duties under NY Code- Section 159 and shall not be open to the public nor be used in any court in any action or proceeding pending therein unless this Agency is a party or complaining witness to such action or proceeding. This Agency requires a court order to release confidential personal information

Disapproval of Owners - Mandatory Denial

- This agency will not approve rental from the owner if so directed by HUD when the owner has been the subject of equal opportunity enforcement proceedings, as follows:
 - a) The Federal Government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending.
 - b) A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
- In all cases of mandatory denial, this agency must be presented with appropriate documentation by HUD or another agency concerning disapproval of owner.

Discretionary Denial

- This agency may, on a case-by-case basis, deny or delay approval to lease a unit from an owner for any of the following grounds:
 - a) The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act.
 - b) The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
 - c) The owner has engaged in drug-trafficking.
 - d) The owner has a history or practice of noncompliance with the HQS for units leased under the tenant- based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
 - e) The owner has a history or practice of renting units that fail to meet State or local housing codes The owner has not paid State or local real estate taxes, fines or assessments.

Subsidy Standards

- Applicants that are expected to meet the family eligibility and income requirements of the Section 8 Program are placed on the waiting list by preference, date, and time of application. Size of unit is established for each applicant according to the following occupancy standards:
 - a) Non-spousal adults are not placed in the same bedroom.
 - b) Minors of different sex are not placed in the same bedroom.
 - c) Two minors of same sex are placed in same bedroom.

- d) Documented single expectant mothers expecting their first child are given one bedroom vouchers. Mothers may request two bedroom vouchers after infancy, which would be issued contingent upon budgetary restrictions.
- e) Persons securing legal custody of a minor or minors are provided with additional bedrooms to house the minor or minors.
- f) Bedrooms are provided for required care persons.
- g) Elderly or non-elderly couples with medical documentation are given two bedrooms.
- h) Single persons who are either age 62 or older, disabled, or displaced are always assigned one bedroom or smaller units.

Family Absence from the Dwelling Unit

- A family may be absent, meaning that no member of the family is residing in the unit, from its assisted unit for brief periods, but the family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, or for any reason. If a family is evicted for gross violation of the lease agreement, the family must satisfy any court ordered judgments before continuation of HAP assistance. If these obligations are not met and the family is unplaced for 180 days, the Voucher will expire and return to this Agency for reissue to families on the waiting list.
- Housing assistance payments will terminate if the family is absent for longer than the maximum period of 180 consecutive, and the HAP contract and assisted lease also terminate at that time.
- The assisted family must cooperate with this agency and supply any information or certification requested to verify that the family is residing in the unit, or relating to family absence from the unit.
- Assisted families must promptly notify this agency of any planned absence from the unit exceeding 30 consecutive days and supply any information requested by this agency on the purposes of such family absences. Absences exceeding 30 days that are not reported or not consistent with the policies of the Section 8 program may lead to termination of assistance.
- Visitors are limited to a maximum of thirty consecutive days. Visitors exceeding that time limit will be considered members of the tenant family and cause the tenant family to be recertified.

How to Determine Who Remains in the Program if a Family Breaks Up

- If the adult members of an assisted family separate, this agency will assign the assistance to an eligible family member as follows:
 - a) Assistance will remain with family members remaining in the original assisted unit if no minor children are members of the assisted family, the member of family remaining in the unit is not guilty of any violent criminal activity or drug abuse activity, and the member of the family remaining assisted unit is eligible for assistance under the regulations of the Section 8 program and this administrative plan.
 - b) Assistance will remain with the family member caring for minor children, an elderly person, or disabled family member if the member of family remaining in the unit is not guilty of any violent Criminal activity or drug abuse activity, and the member of the family remaining in the assisted unit is eligible for assistance under the regulations of the Section 8 program and this administrative plan.
 - c) Family members forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household will be given first consideration in assigning assistance.
 - d) If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, this agency will be bound by the court's determination of which family members continue to receive assistance in the program.

Informal Review Procedures for Applicants and Participants

- Appeals arising out of actions and determinations made through this agency's Section 8 Program will be adjudicated under informal review procedures for applicants. Informal meetings for applicants that have been denied a preference,

informal review procedures for applicants who have been denied assistance because they lack eligible non-citizen status, and under informal hearing procedures for participants. Applicants and participants are given prompt written notice of an action or determination by this agency that is subject to appeal, a brief statement of the reasons for the action or determination, provided with instructions on how to initiate an appeal, and given a time limit for initiating an appeal.

Timing for Informal Reviews, Hearings, and Meetings

- Informal reviews, informal meetings, and informal hearings must be requested by affected parties within ten days of the receipt of the notification of the action or determination reached by this agency, except that informal hearings related to non-citizens must be requested by affected parties within fourteen days of the receipt of the notification of the action or determination reached by this agency. Upon request of the affected party, this deadline may be extended for an additional ten days. No extensions will be allowed after the second ten-day or fourteen-day period.
- Requested informal reviews, informal meetings, and informal hearings will be conducted within ten days of the request of the affected applicant or tenant, subject to the availability of said applicant or tenant, and a decision rendered in writing within ten days following the conclusion of the review or hearing. Each of these deadlines may be extended an additional ten days if required.

Conducting Informal Reviews, Hearings, and Meetings

- Informal reviews and informal meetings will be conducted by any staff person or persons designated by this agency, other than a person who made or approved the decision under review or a subordinate of such person. At their own expense, applicants may be represented by a lawyer or other representative. The person who conducts the review or meeting will regulate the conduct of the review in accordance with this agency's review procedures. This agency and the applicant will be given the opportunity to present evidence, and may question any witnesses. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- Informal hearings will be conducted by a professional arbitrator designated and compensated by this agency. At their own expense, participants may be represented by a lawyer or other representative. The person who conducts the hearing will regulate the conduct of the hearing in accordance with this agency's hearing procedures. This agency and the participant will be given the opportunity to present evidence, and may question any witnesses. Evidence will be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

Granting of Informal Reviews, Hearings, and Meetings

- Applicants wishing to participate in the Section 8 Program will be given an opportunity for an informal review to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) Determination of a family's gross income for purposes of qualifying that family for placement on the waiting list.
 - b) Determination of a family's placement on the waiting list and bedroom size.
 - c) Determination to disqualify or remove a family from the waiting list for any reason.
- Applicants wishing to participate in the Section 8 Program will be given an opportunity for an informal meeting to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:
 - a) A determination of denial of a federal preference related to eviction as a result of a drug-related crime. A determination of denial of a federal preference that cannot be verified.
 - b) Applicants wishing to participate in Section 8 Program will be given an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the case of ineligible non-citizens that have failed INS primary and secondary verification procedures.
- Participants in the Section 8 Program will be given an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations and this agency's rules, in the following cases:

- a) A determination of the amount of the Total Tenant Payment or Tenant Rent (not including determination of this agency's schedule of Utility Allowances for Families in this agency's Section 8 program).
- b) A decision to deny or terminate assistance on behalf of the participant.
- c) A determination that a participant family has a Voucher for a larger number of bedrooms than appropriate under this agency's standards, and this agency's determination to deny the family's request for an exception from the standards.
- d) In the case of an assisted family that wants to move to another dwelling unit with continued participation in this agency's program, a determination of the number of bedrooms entered on the Certificate or Voucher under the standards established by this agency.

Denial of Informal Reviews, Hearings, and Meetings

- An opportunity for an informal review will not be offered in the following cases:
 - a) To review discretionary administrative determinations by this agency, or to consider general policy issues or class grievances.
 - b) To review the selection and offering assistance to a family from the waiting list.
 - c) To review this agency's determination that a unit does not comply with this agency's housing quality standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe and sanitary housing, including all services, maintenance and utilities required under the lease, or that the contract unit is not decent, safe and sanitary because of an increase in family size or change in family composition.
 - d) To review a decision by this agency to exercise any remedy against the Owner under an outstanding Contract, including tile termination of housing assistance payment to the owner.
 - e) To review this agency's decision not to approve a family's request for an extension of the term of the certificate or voucher issued to an assisted family that wants to move to another dwelling unit with continued participation in this agency's Section 8 program.

Final Decision in Informal Reviews, Hearings, and Meetings

- The person who conducts the informal review, meeting, or hearing will issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the applicant or participant shall be based on the evidence presented at the review, meeting, or hearing.
- A copy of the decision will be furnished to the participant, this agency will not be bound by an informal review, meeting, or hearing decision concerning a matter not requiring an opportunity for an informal review, meeting, or hearing, or contrary to HUD regulations or requirements, or otherwise contrary to Federal, State or local law.
- If this agency determines that it is not bound by a decision, this Agency shall promptly notify the participant of the determination. and of the reasons for the determination.

Special Policies Concerning Special Housing Types in the Program

- This Agency has adopted no special policies concerning special housing, types in the program since no special housing types are in its program.

Policies Concerning Payments by a Family to our Agency of Amounts the Family Owes our Agency

- Families owing this agency any amounts for any reason such as unreported income will be required to repay, and sign an agreement to periodic (monthly) or in full repayment. Families must satisfy the full amount owed before being allowed to move to a new unit or submit a new Request for Lease Approval in this agency's Section 8 program.
- Families not meeting the agreed too periodic repayments for any period in excess of thirty days will have their assistance terminated and be prohibited from participating in this agency's program until full reimbursement has been made.
- Families owing this agency any amounts for any reason will not be able to use Portability to port out to any other agency

until all unpaid amounts have been satisfied.

- Families repaying this agency must make payments to CDA\Section 8 fiscal officer by or before the first of each month prior to release of HAP payments.
- Repayment periods may not exceed 12 months.

Policies Concerning Termination of Assistance without a Review or Hearing Required

- This Agency may deny or terminate assistance, at its discretion and at any time, if any participant or member of the family engages in any illegal activity in violation of, 24 Code of Federal Regulations Part 982, State, Local or municipal laws.

Policies Concerning Assistance to Non-citizens

- Section 214 of the Housing and Community Development Act of 1980, as amended, generally prohibits HUD from providing housing assistance to aliens unless they meet certain residency qualifications.

Eligibility of Non-citizens

To be eligible for housing assistance, non-citizens must fall into one of the following categories:

- a) Lawfully admitted for permanent residence;
- b) Lawfully admitted for temporary resident status as special agricultural workers;
- c) Granted refugee or asylum status or granted conditional entry because of persecution or fear of persecution on account of race, religion or political opinion, or because of being uprooted by national calamity;
- d) Granted parole status by the attorney general;
- e) Lawfully present because the attorney general withheld deportation because of a threat to life or freedom;
- f) Granted amnesty for temporary or permanent residence.

Policies Concerning Minimum Rent

- The Minimum Rent Policy pertains to families with no income. The minimum tenant's share of rent for all participants in this Agency's rental assistance program is \$50.00 per month. Exceptions for the minimum payment of rent may be made due to extenuating circumstances at the discretion of the Agency.

Minimum Rent Hardship Exceptions

- Lost eligibility / awaiting determination for Federal, State or Local Assistance Programs except TANF payments due to failure of participants to fulfill public assistance requirement and would be evicted as a result of requirement.
- Lost of employment due to circumstances beyond participants control (laid-off).

Portability

- Program rules allow a family to gain admission to the voucher program in one area and then use that assistance to lease a unit in another area.
- An assisted family may lease a unit anywhere in the jurisdiction of the PHA issuing the certificate or voucher (the initial PHA). Also, the family generally may use the voucher to lease a unit in the same state as the initial PHA, in the same metropolitan statistical area (MSA) as the initial PHA but in a different state, in an (MSA) adjacent to the (MSA) of the initial PHA but in a different state, or in the jurisdiction of a PHA anywhere in the country that is administering a tenant-based program. However, if neither the head of household nor spouse resided in the jurisdiction of the initial PHA when applying for assistance, the family has no right to lease a unit outside of the initial PHA's jurisdiction for twelve months, though it may go outside of the jurisdiction with the approval of the initial PHA and the PHA in the area to which the family is moving (the receiving PHA).

- The family must meet the income requirements for the area in which it initially leases a unit. If the family moves to another area and transfers between the certificate and voucher programs, it must be income-eligible for the new program in the area where it leases an assisted unit. No re-determination of income eligibility is required after a move if the family remains in the same program.

Portability Procedures

- The portability procedures for the tenant-based assistance program provide for a sharing of responsibilities between the initial and receiving PHA. The initial PHA will be responsible for determining whether the family is income-eligible for the area where the family wants to lease a unit. The initial PHA must tell the family how to contact and request assistance from the receiving PHA, and the initial PHA must notify the receiving PHA to expect the family.

Tenant's Right to Move

- An assisted family may move to a new unit if the family is in good standing with this Agency (not owing any monies to landlord or Agency), the assisted lease for the old unit has terminated; the owner has given the tenant a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family; or the family has given notice of termination of the lease.
- A family may move one or more times with continued assistance, either within the jurisdiction of the initial PHA or to the jurisdiction of another PHA. A PHA may establish policies that prohibit any move during the first year of assisted tenancy or more than one move by a family during any one-year period. These policies may apply both to moves within the PHA's jurisdiction and to moves outside of that jurisdiction.

Administration by Initial PHA

- The initial PHA must administer assistance for a moving family if the unit to be leased is located within the same state, the same PHA, or an adjacent PHA and no other PHA with a tenant-based assistance program has jurisdiction over the area. To allow the initial PHA to continue to administer the assistance in areas outside of its jurisdiction, federal law and regulations on portability preempt any jurisdictional limits under state and local law. The initial PHA may use another PHA, a private management entity, or another contractor or agent to help administer assistance outside of its jurisdiction.

Administration by Receiving PHA

- When a family moves outside of the jurisdiction of the initial PHA, the receiving PHA must issue a certificate or voucher to the family if it operates a tenant-based assistance program. If there is more than one such PHA with jurisdiction in the area to which the family is moving, the initial PHA may choose the receiving PHA.
- The receiving PHA generally has the option of issuing the family either a certificate or voucher. However, if the family initially received a certificate or voucher and is ineligible for admission to the other program in the receiving area, the receiving PHA must continue assistance under the same program if it is administering such a program.
- The receiving PHA must determine the appropriate family unit size for the incoming family. The term of the certificate or voucher issued to the family may not expire before the expiration date of any voucher or certificate issued by the initial PHA, and the receiving PHA will determine whether to extend the term. The family must submit a request for lease approval to the receiving PHA during the term of the certificate or voucher issued by that PHA.
- The receiving PHA will perform all program administrative functions, such as reexaminations of income and family composition. Either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance.

Billing

- The receiving PHA may absorb the incoming family into its tenant-based assistance program, using funds under its consolidated ACC. or it may bill the initial PHA for housing assistance payments and administrative fees. HUD may transfer funding for the incoming family to the receiving PHA from the initial PHA's ACC., provide additional funding to the initial or receiving PHA, or require the receiving PHA to absorb the incoming family.

Reasonable Rent

- This Agency has adopted a policy that a rent reasonable document will be included in the tenant file for each subsidized unit. The form will document the gross and comparable rents for that unit. Owners requesting increases at recertification

must meet all Housing Quality Standards for contract renewal.

- Owners requesting increases over the Payment Standard must provide tenants with amenities that take into consideration the location, size, type, quality, and age of the unit as well as other services, maintenance and utilities provided by the owner.
- This Agency will maintain a rent log taken from local newspapers on a quarterly basis showing the rents requested by local realty agents and private rental units advertised for rent.
- Landlords are requested to note comparable rents they would have in multi-family units.
- Owners with one unit can be compared to local listing for similar units found in local advertisements for rent.

Housing Quality Standards

- This Agency will inspect all new units before any contracts will be issued.
- All section 8 units will be inspected at least once each year before the annual recertification date, units may also be inspected for special and supervisory purposes.
- All units must pass a general health and safety review as outlined in our HUD or Happy Software inspection booklets.
- Failed inspections will lead to HAP abatement until all necessary repairs are made.
- Landlords with a history of failing units and non-responsive attention can be barred from future program participation.
- Tenants in failing units with non-responsive land lords will be required to relocate to suitable units that will pass inspection.
- Non-responsive land lords will not receive abated HAP payments if tenants are forced to move due to failing status of unit.

Homeownership option

- This Agency does not offer homeownership option all families interested in this program are referred to Nassau County consistent with Consolidated Plan as required by HUD as an Reasonable Accommodation for Disabled participants currently receiving assistance.
- Homeownership assistance may be used to purchase existing housing, not to purchase a unit under construction or a unit with a Section 8 project-based subsidy.
- Homeownership assistance may be used to purchase any Public Housing conversions, offering private ownership to eligible low income families. There is a mandatory employment provision for interested families.
- Section 8 Program participants will also be eligible for rental assistance at any Public Housing conversions to private ownership.

Policies Concerning Upfront Income Verification (UIV) (EIV) (TASS) / System PHA Security Procedures

- The City of Glen Cove has incorporated the (EIV) security procedures version 1.2 January 2005.

This Agency will safeguard (EIV) system data:

- Program staff with access to (EIV) system have user ID and Passwords.
- The user ID identifies the PHA and tenant information that the user is authorized to access.
- Passwords are encrypted, and the password file is protected from unauthorized access.
- Program staff will shield or bar unauthorized persons from viewing documents containing private data.
- This Agency has locked outer office doors and locked metal file cabinets, and secure computer and equipment areas.

- There is restricted use of printers, copiers and facsimile machines, etc.
- This Agency will determine who shall have access to (EIV) system data, and maintain a record of all users who have approved access, including the date the access was granted and the date access was terminated.
- All (EIV) data will be shredded as soon as it has served its purpose.
- Reviews will be conducted periodically to determine if users still have a valid need to access the (EIV) data.
- All access rights are modified or revoked as appropriate.
- This Agency will maintain a key control log to track the inventory of keys available for secure buildings and file cabinets, the number of keys issued and to whom the keys are issued.
- This Agency uses (EIV) tools to obtain all household income for program participants.
- This Agency will use (EIV) data and other third party means to establish income, any discrepancy will be investigated to verify income.
- This Agency will make all determinations as to (EIV) system data, tenant supplied documentation and third party verifications to establish household income.
- This Agency will require all unreported income to be repaid in full or through additional TTP increase over a specified period of time to repay the debt.
- This Agency will require all program participants to sign a repayment agreement; failure to repay or agree to sign a repayment agreement will result in termination and/or criminal charges relating to fraud.
- This Agency will safeguard all tenant data from casual view or interception, any staff members who fail to protect documents or access to computer screens will be given written warning to be placed in their personnel file, a second instance could lead to further disciplinary action including suspension or termination of employment with this Agency.
- This Agency will address any breach of security that's results in criminal use of EIV data by contacting the Nassau County District Attorneys Office or HUD inspector General Office for prosecution.

Policies Concerning Assistance to Disaster-Affected Families for Voucher Programs

- This Agency may use existing vouchers to assist either displaced public housing or voucher participants affected by federally declared disasters.
- The families of federally declared disasters who are Section 8 voucher holders or public housing residents in another jurisdiction will receive preference over the other waiting list place holders.
- New applicants to public housing and voucher programs must meet the Federally declared disaster preference and be income eligible.
- This Agency will not issue vouchers above our existing voucher resources or allocation.

Policies Concerning Tenant Responsibility

- Families are responsible to find suitable housing that is appropriate to their voucher size whenever possible. Any fees associated in securing this housing is the tenant's responsibility and is not reimbursable.
- Families must comply with terms and conditions of the Tenancy Addendum for Section 8 tenant Based Assistance as well as specific term of your lease with your landlord if applicable.
- Tenant portion of rent is due the first of each month not to exceed the first week of each month.
- Report any requests for "side payments to this office immediately any side agreements may be viewed by this Agency as

fraud by all parties involved.

- Report all deficiencies or problems associated with housing unit to landlord in writing with a copy to this Agency.
- All utilities must be in tenants name unless the owner has a service contract for oil that requires the owner to maintain the bill in the owner's name; a receipt from the owner to the tenant will be acceptable. Water bills also may be in owners name to keep from having liens placed on the property a receipt from the owner to tenant for paid water bills is acceptable.
- Families must cooperate with the recertification process, failure to report all household income, including child support, disability or unemployment, may result in loss of your housing subsidy or repayment to this Agency of 30% of all unreported gross income.
- This Agency requires complete copies of all tax returns filed by any members of your household.
- Please note that persons claimed on your returns must be authorized members of your household. Exceptions as noted in the tax codes, no exceptions for individuals receiving federal subsidy in other subsidized households.
- Criminal background checks are required for all persons 18 years of age or older that are added to the household or who have been arrested in the household during the annual recertification period. These fees are reimbursable.
- Families are required to permit scheduled inspections of the entire dwelling unit.
- Families receiving housing subsidy cannot offer housing to anyone not on their authorized household. No unauthorized individuals may reside in your unit, any visits of more 30 days are considered to be a violation of the Tenancy Addendum and could result in termination proceedings.
- Illegal drug or criminal activity is strictly prohibited and will result in termination of your assistance. Please note that the head of household will be held responsible for any criminal activity by any household member or guest. The head of household is held responsible to be aware of any criminal activity in the subsidized unit.
- Provide your landlord with at least a 30-day written notice of your desire to move with a copy to the Section 8 office.
- This Agency will not issue a new HAP contract on your behalf unless you have paid all sums TTP due your landlord.

Policies Concerning the Process for Establishing and Revising Payment Standards

- This Agency uses a Payment Standard that is equal to 100 percent of the Fair Market Rent.
- This Agency reserves the right to increase the Payment Standard to 110 percent of Fair Market Rent. The use of the higher Payment Standard is based on Rent Reasonableness and/or other special amenities such as location, size, type, quality or distinctions such as single family homes, handicap access, etc.
- Any increase in the Payment Standard above 110 percent can only be obtained from the HUD Regional Office.
- Families seeking Payment Standards above 110 percent must fulfill the requirements as set forth by HUD Regional Office.
- This Agency will determine the size of the unit to which a family is eligible.
- The Fair Market Rent and the Payment Standard are adjusted by the number of bedrooms in the unit, with higher payments allowed for each additional bedroom. The family has the option to pay additional rent above the amount of the Payment Standard up to 40 percent of gross family income at initial lease-up, with the approval of this Housing Agency.
- This Agency has the authority to refuse to allow a tenant to rent a unit if the rent is considered too high even though the tenant is willing to paying the excess rent.
- Families are prohibited from entering into any agreements with landlords to pay additional money for rent (side payments) not approved by this Agency as a part of the housing contract. Collusion to defraud could result in termination and/or criminal charges to all parties involved.

Process for Recertification

- Recertification notices are sent out 90 days prior to annual renewal date.
- Families are required each year to recertify with this Agency and to submit all documentation requested in order to comply with HUD regulations.
- Current is defined as what is actual income or loss at present, the time frame of documents should be within 6 months of date of action, or within calendar year for things that do not change.
- Documentation of all current income sources in your household, three (3) current consecutive pay stubs.
- Families must provide documentation of all child support payments, petitions or letters of arrears.
- Families must provide copies of tax returns each year. Families must file tax returns if required by law.
- Families must provide copies of all utility bills which they pay. They are required to be in the name of the head of household to receive a utility allowance except as noted to oil and water under certain circumstances, where receipts are accepted due to issues of service contracts and property liens.
- Families must provide proof of college enrollment, if applicable to any member of your household. Income from full time students is not counted as household income. Income from household members in the military is also excluded.
- Families may provide statements covering 50 weeks of child care cost maximum of \$5000 for each child up to the age 13 if parents are working or in school.
- All household members over eighteen (18) years of age must show documentation as their status as a student or all income if working, if not working must document all attempts to work and or any medical reasons why they are unable to work. Parents may make periodic declarative statements as to the inability of their child to find employment and what methods are being used to find employment.
- Heads of households who are elderly or disabled may submit proof of medical costs which they paid and for which they are not reimbursed.
- This Agency will verify all income using third party verification, EIV, The Work Number and other data bases.

Policies Concerning Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA)

- This Agency would give anyone on our waiting list a first priority for voucher issuance that has been determined to be a victim of domestic violence. As a member of the Nassau County Consortium with Consolidated Plans, any inquiries from outside our waiting list would be referred to Nassau County.
- This Agency has worked with Nassau County and New York City Housing Agencies in finding available housing units and absorbing domestic violence victims into our program.
- This Agency is also a member of the Inter Agency Council of Glen Cove, whose primary mission is to provide mutual support among community agencies to direct families and individuals to services such as the Emergency Hot Line for
- Domestic violence.

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