

Resolution offered by Mayor Spinello and seconded by _____

WHEREAS, on December 13, 2011 the City Council of the City of Glen Cove (hereinafter “City”) adopted a resolution suspending health benefits for specific defined employees, to wit: 1) City Council Members, exclusive of the Mayor, 2) the City Attorney and 3) the City Historian; and

WHEREAS, the city’s resolution did not address, nor did the council consider the issue of service eligible credit for its employees;

WHEREAS, the City Council now desires to amend the resolution dated December 13, 2011 to allow the City to count periods of service in these non-benefits eligible positions toward the eligibility requirements for continuing health insurance in retirement, said service being prorated to a full-time equivalent basis (e.g. two years of part time service equals one year of full-time service);

NOW THEREFORE, be it resolved that the periods of service from December 13, 2011 going forward in these non-benefits eligible positions, to wit: 1) City Council Members, exclusive of the Mayor, 2) the City Attorney and 3) the City Historian, shall hereby count toward the service eligibility requirements for continuing health insurance in retirement, said service being prorated to a full-time equivalent basis (e.g. two years of part time service equals one year of full-time service).

Resolution offered by Mayor Spinello and seconded by _____

RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO ACCEPT CERTAIN LAND GRANTS FROM THE NEW YORK AMERICAN WATER COMPANY

WHEREAS in 1966, the Utilities & Industries Corp operated a water company and owned property located in the City of Glen Cove;

WHEREAS, the City of Glen Cove (the “City”) condemned the water system owned and operated by Utilities & Industries Corp. in the City on or about July 20, 1966 in a proceeding entitled “City of Glen Cove, Plaintiff, against Utilities and Industries Corporation and Chemical Bank New York Trust Company, as Trustee, Defendants, Supreme Court, Nassau County, Clerk’s Index No. 14095/1961”;

WHEREAS, the City did not record the condemnation order necessary to effectuate the transfer of title in the Nassau County land records;

WHEREAS, on November 19, 1974, Utilities & Industries Corp. changed its name *back* to New York Water Service Corporation;

WHEREAS, in May 2006, Aqua New York, Inc. entered into a Stock Purchase Agreement to purchase the stock of NYWS which was approved by the New York Public Service Commission on December 20, 2006 under Case No. 06-W-0700;

WHEREAS, on April 20, 2012, under Case 11-W-0472 the New York State Public Service Commission approved the petition of American Water Works Company, Inc. (“AWWC”) to purchase the stock of Aqua New York, Inc. (“ANY”), sole shareholder of NYWS. This acquisition closed on or about May 1, 2012. On October 4, 2012, AWWC merged NYWS with and into ANY followed by a merger of ANY with and into Long Island Water Corporation (“LIWC”), a subsidiary of AWWC;

WHEREAS, upon the merger, LIWC immediately changed its name to New York American Water Company, Inc. (“NYAW”);

WHEREAS, the City and NYAW wish to perfect title and record certain Quit Claim Deeds to evidence the transfer of certain properties to wit: 1. Seaman Road, Section 30 Block D Lot -72 (Pumping Station property) 2. Nancy Court, Section 23 Block 42 Lot -127; 3. Carney Street, Section 21 Block H Lot -310 (Day Care Center);

NOW THEREFORE BE IT RESOLVED, The Glen Cove City Council hereby authorizes the following:

1. The City of Glen Cove hereby accepts the land grants for the following properties:

- A. Seaman Road, Section 30 Block D Lot -72 (Pumping Station property)
- B) Nancy Court, Section 23 Block 42 Lot -127;
- C) Carney Street Section 21 Block H Lot -310 (Day Care Center)

2. The City Council hereby authorizes the City to accept any land grant, property or indenture from the New York American Water Company, its successors or assigns, which may have or should have been recorded as a result of the condemnation order entitled in the proceeding “City of Glen Cove, Plaintiff, against Utilities and Industries Corporation and Chemical Bank New York Trust Company, as Trustee, Defendants, Supreme Court, Nassau County, Clerk’s Index No. 14095/1961;

3. The Mayor, on behalf of the City, is hereby authorized to execute any documents which may necessary or required to effectuate this resolution herein.

Resolution offered by Mayor Spinello and seconded by _____

RESOLUTION AUTHORIZING THE CITY OF GLEN COVE TO ACCEPT CERTAIN LAND GRANT IN THE VILLAGE SQUARE Section: 31, Block: 85, Lots: 38 and 39

WHEREAS, the GCVS LLC. 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 RXR Glen Cove Village Square 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); and

WHEREAS, the GCVS LL. desires to convey to the City land in furtherance of the 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, the City desires to accept in the land GCVS LLC, known as between Brewster Street and School Street in the City (Section: 31, Block: 85, Lots: 38 and 39) in furtherance of the perpetual exclusive easement previously approved by the city herein; and

NOW THEREFORE BE IT RESOLVED, the Glen Cove City Council hereby authorizes the following:

The City of Glen Cove hereby accepts the land grant from GCVS LLC. for the following property:

1. 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);
2. The Mayor, on behalf of the City, is hereby authorized to execute any documents which may necessary or required to effectuate this resolution herein;

Resolution 6D

Resolution offered by Mayor Spinello and seconded by _____

WHEREAS, the City of Glen Cove entered into a various contracts with Sidney B. Bowne & Son, LLP. to provide engineering services;

WHEREAS, Sidney B. Bowne & Son, LLP is or about to enter into an asset purchase agreement with LiRo Engineers, Inc.;

WHEREAS, Sidney B. Bowne & Son, LLP is required to obtain the consent to transfer and assignment of said contract from the City herein;

WHEREAS, City of Glen Cove, hereby desires to accepts the assignment and transfer of said contract from Sidney B. Bowne & Son, LLP to LiRo Engineers, Inc. contingent on the closing of the sale of assets therein;

NOW, THEREFORE, BE IT RESOLVED, the Mayor is hereby authorized, on behalf of the City of Glen Cove to accept the assignment and execute any document necessary to assign the contract herein between the City of Glen Cove and Sidney B. Bowne & Son, LLP to LiRo Engineers, Inc.

Resolution 6E

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 6F

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>
Michael Weiss	17-2585	\$250.00

Resolution 8A

Resolution offered by Mayor Spinello and seconded by _____

BE IT RESOLVED, that the City Council hereby reappoint the following persons to the Planning Board, for a term effective December 27, 2017 through December 27, 2020:

John DiMascio
Andrew Kaufman



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

Recording office time stamp

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Please print or type.

Schedule A – Information relating to conveyance

<input type="checkbox"/> Grantor/Transferor Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input checked="" type="checkbox"/> Other LLC	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantor) GCVS LLC Mailing Address 277 Northern Boulevard, Suite 203 City: Great Neck State: NY ZIP code: 11021 Single member's name if grantor is a single member LLC (see instructions) RXR Glen Cove Village REIT LLC	Social security number Social security number Federal EIN 38-3724973 Single Member EIN or SSN
<input type="checkbox"/> Grantee/Transferee Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other LLC	Name (if individual, last, first, middle initial) (<input type="checkbox"/> check if more than one grantee) City of Glen Cove Mailing Address City Hall, 9 Glen Street City: Glen Cove State: NY ZIP code: 11542 Single member's name if grantee is a single member LLC (see instructions)	Social security number Social security number Federal EIN Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot	SWIS code (six digits)	Street address	City, town or village	County
S-31, B-85, L- 38 and 39 (f/k/a 3, 4 13 and p/o 37)	280600	Village Square	Glen Cove	Nassau

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house 2 <input type="checkbox"/> Residential cooperative 3 <input type="checkbox"/> Residential condominium 4 <input type="checkbox"/> Vacant land	5 <input checked="" type="checkbox"/> Commercial/Industrial 6 <input type="checkbox"/> Apartment building 7 <input type="checkbox"/> Office building 8 <input type="checkbox"/> Other _____	Date of conveyance <table border="1" style="display: inline-table; text-align: center;"> <tr> <td style="width: 30px;">12</td> <td style="width: 30px;"> </td> <td style="width: 30px;">17</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	12		17	month	day	year	Percentage of real property conveyed which is residential real property <u> 0 </u> % (see instructions)
12		17							
month	day	year							

Condition of conveyance (check all that apply)

- | | | |
|---|--|---|
| a. <input checked="" type="checkbox"/> Conveyance of fee interest
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____%)
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____%)
d. <input type="checkbox"/> Conveyance to cooperative housing corporation
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)
g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)
h. <input type="checkbox"/> Conveyance of cooperative apartment(s)
i. <input type="checkbox"/> Syndication
j. <input type="checkbox"/> Conveyance of air rights or development rights
k. <input type="checkbox"/> Contract assignment | l. <input type="checkbox"/> Option assignment or surrender
m. <input type="checkbox"/> Leasehold assignment or surrender
n. <input type="checkbox"/> Leasehold grant
o. <input type="checkbox"/> Conveyance of an easement
p. <input checked="" type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
s. <input type="checkbox"/> Other (describe) _____ |
|---|--|---|

For recording officer's use	Amount received Schedule B., Part I \$	Date received	Transaction number
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Schedule B – Real estate transfer tax return (Tax Law, Article 31)

Part I – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	\$0.00
2.	\$0.00
3.	\$0.00
4.	\$0.00
5.	\$0.00
6.	\$0.00

Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) .
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.	\$0.00
2.	\$0.00
3.	\$0.00

Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts d
- e. Conveyance is given in connection with a tax sale e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k

*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date of conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C – Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

GCVS LLC		City of Glen Cove	
By: _____	_____	By: _____	_____
Grantor signature	Title	Grantee signature	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

FOR COUNTY USE ONLY

C1. SWIS Code _____

C2. Date Deed Recorded _____
Month Day Year

C3. Book _____ C4. Page _____



New York State Department of Taxation and Finance
 Office of Real Property Tax Services
RP- 5217-PDF
 Real Property Transfer Report (8/10)

PROPERTY INFORMATION

Clear Form

1. Property Location Village Square
* STREET NUMBER * STREET NAME
 Glen Cove 11542
* CITY OR TOWN VILLAGE * ZIP CODE

2. Buyer Name City of Glen Cove
* LAST NAME/COMPANY FIRST NAME
LAST NAME/COMPANY FIRST NAME

3. Tax Billing Address Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)
LAST NAME/COMPANY FIRST NAME
STREET NUMBER AND NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 2 # of Parcels Part of a Parcel **(Only if Part of a Parcel) Check as they apply:**
 4A. Planning Board with Subdivision Authority Exists
 4B. Subdivision Approval was Required for Transfer
 4C. Parcel Approved for Subdivision with Map Provided

5. Deed Property Size X 2.48
* FRONT FEET * DEPTH OR *ACRES

6. Seller Name GCVS LLC
* LAST NAME/COMPANY FIRST NAME
LAST NAME/COMPANY FIRST NAME

***7. Select the description which most accurately describes the use of the property at the time of sale:**
 F. Commercial

Check the boxes below as they apply:
 8. Ownership Type is Condominium
 9. New Construction on a Vacant Land
 10A. Property Located within an Agricultural District
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

SALE INFORMATION

11. Sale Contract Date _____

*** 12. Date of Sale/Transfer** _____

***13. Full Sale Price** 0.00
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

14. Indicate the value of personal property included in the sale 0.00

15. Check one or more of these conditions as applicable to transfer:
 A. Sale Between Relatives or Former Relatives
 B. Sale between Related Companies or Partners in Business.
 C. One of the Buyers is also a Seller
 D. Buyer or Seller is Government Agency or Lending Institution
 E. Deed Type not Warranty or Bargain and Sale (Specify Below)
 F. Sale of Fractional or Less than Fee Interest (Specify Below)
 G. Significant Change in Property Between Taxable Status and Sale Dates
 H. Sale of Business is Included in Sale Price
 I. Other Unusual Factors Affecting Sale Price (Specify Below)
 J. None
 Comment(s) on Condition: _____

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 17 ***17. Total Assessed Value** 2,993,800

***18. Property Class** 485 ***19. School District Name** Glen Cove

***20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))**
 S31-B85- L38 and 39 (f/k/a L 3,4,13 & p/o37)

CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER SIGNATURE

SELLER SIGNATURE _____ DATE _____

BUYER SIGNATURE

BUYER SIGNATURE _____ DATE _____

BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)

City of Glen Cove
* LAST NAME FIRST NAME
 (516) 676-2000
*AREA CODE *TELEPHONE NUMBER (Ex: 9999999)
 9 Glen Street
* STREET NUMBER * STREET NAME
 Glen Cove NY 11542
*CITY OR TOWN *STATE *ZIP CODE

BUYER'S ATTORNEY

McQuair Charles
LAST NAME FIRST NAME
 (516) 676-2000
AREA CODE TELEPHONE NUMBER (Ex: 9999999)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made as of the ____ day of December, two thousand and seventeen

BETWEEN

GCVS LLC, a New York limited liability company authorized to do business in New York having an address of 277 Northern Boulevard, Suite 203, Great Neck, New York 11021

party of the first part, and

CITY OF GLEN COVE, a New York State municipality with offices at 9-13 Glen Street, Glen Cove, New York 11542

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SAID PREMISES being known as Part of Village Square, Glen Cove, New York.

BEING PART OF THE SAME PREMISES conveyed by Deed by RXR Glen Cove Village Square Owner LLC to GCVS LLC by deed dated as of the date hereof and intended to be recorded immediately prior hereto.

Section: 31

Block: 85

Lots: 38 and 39 (f/k/a lots 3, 4, 13 and p/o 37)

County: Nassau

TOGETHER with all right, title and interest, if any, of the party of the first part 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 the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

GCVS LLC

BY: _____

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

On the _____ day of December, 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.

Signature and office of individual taking acknowledgment

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

On the _____ day of _____, in the year _____ 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.

Signature and office of individual taking acknowledgment

**BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS**

Title No.

GCVS LLC

TO

THE CITY OF GLEN COVE

SECTION: 31

BLOCK: 85

LOTS: 38 and 39 (f/k/a lots 3, 4, 13 and p/o 37)

COUNTY: Nassau

RETURN BY MAIL TO:

Charles G. McQuair, Esq.
325 Glen Cove Avenue
Sea Cliff, NY 11579

SCHEDULE A

Lot 38:

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°17'02" East a distance of 51.14 feet to a point;
- G. THENCE South 89°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°19'56" West a distance of 130.99 feet to a point;
- I. THENCE South 89°38'32" East a distance of 34.59 feet to a point;
- J. THENCE North 01°52'10" East a distance of 24.73 feet to a point;
- K. THENCE South 87°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°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°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°29'25" West a distance of 85.90 feet to a point;
 - 2. THENCE North 02°30'35" East a distance of 49.00 feet to a point;
 - 3. THENCE South 87°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°49'12" West, along the westerly right-of-way of Bridge Street, a distance of 49.52 feet to the **POINT OF BEGINNING**.

Lot 39

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

- N. THENCE on a curve to the right having a radius of 40.00 feet, an arc length of 39.38 feet to a point;
- O. THENCE North 01°51'40" East a distance of 36.44 feet to a point;
- P. THENCE on a curve to the right having a radius of 941.67 feet, an arc length of 16.06 feet to a point;
- Q. THENCE North 13°42'10" East a distance of 273.25 feet to a point;

- R. 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;
- S. THENCE South 70°17'02" East a distance of 51.14 feet to a point;
- T. THENCE South 89°27'27" East a distance of 98.73 feet to a point;
- U. THENCE along the easterly line of Lot 36, Section 31, Block 85, South 01°19'56" West a distance of 130.99 feet to a point;
- V. THENCE South 89°38'32" East a distance of 34.59 feet to a point;
- W. THENCE North 01°52'10" East a distance of 24.73 feet to a point;
- X. THENCE South 87°32'03" East a distance of 168.63 feet to a point on the westerly right-of-way of Bridge Street;
- Y. THENCE North 02°30'35" East, along the westerly right-of-way of Bridge Street, a distance of 107.64 feet to a point;
- Z. THENCE North 10°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
 - 5. THENCE North 87°29'25" West a distance of 90.63 feet to a point;
 - 6. THENCE North 47°01'06" West a distance of 73.77 feet to a point;
 - 7. THENCE North 29°24'17" East a distance of 85.92 feet to a point;
 - 8. THENCE South 86°05'55" East a distance of 120.68 feet to a point;
 - 9. THENCE South 79°10'48" East a distance of 4.94 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 35.67 feet to a point;
 - 11. THENCE North 87°29'25" West a distance of 93.06 feet to a point;
 - 12. THENCE South 02°30'35" West a distance of 49.00 feet to a point;
 - 13. THENCE South 87°29'25" East a distance of 85.90 feet to a point on the westerly right-of-way of Bridge Street;
 - 14. 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**.

CONSENT AND AGREEMENT

This Consent and Agreement (this "Consent"), made and entered into this ___ day of December, 2017, by and among the City of Glen Cove, with an office located at Glen Cove City Hall, 9 Glen Street, Glen Cove, NY 11542 (the "Client"), Sidney B. Bowne & Son, LLP with an office located at 235 East Jericho Turnpike, Mineola, NY 11501 ("Assignor"), and LiRo Engineers, Inc., with an office located at 3 Aerial Way, Syosset NY 11791 ("LiRo").

WHEREAS, the Client and Assignor are parties to certain agreement(s) (the "Assigned Agreement(s)) listed on Exhibit A hereto;

WHEREAS, Assignor and LiRo currently are negotiating the terms of a certain Asset Purchase Agreement pursuant to which, if a definitive agreement is reached, LiRo will acquire all or substantially all of the assets of Assignor;

WHEREAS, upon the consummation of the transactions contemplated by the Asset Purchase Agreement, Assignor will desire to assign to LiRo (or its affiliate) all of Assignor's right, title and interest in and to the Assigned Agreements; and

WHEREAS, the Client is willing to consent to the assignment by Assignor to LiRo of Assignor's right, title and interest in and to the Assigned Agreement(s), upon condition that LiRo assumes all of Assignor's duties and obligations under the Assigned Agreement(s).

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows.

1. Assignment. The Client hereby consents to the assignment by Assignor to LiRo (or an affiliate) of all of Assignor's right, title and interest in and to the Assigned Agreement(s); provided, however, that the foregoing consent shall only be effective in the event that (a) the Asset Purchase Agreement is executed by the parties thereto, (b) the transactions contemplated by the Asset Purchase Agreement are consummated, and (c) LiRo executes this Consent.

2. Representations and Warranties. The Client represents and warrants for the benefit of LiRo that as of the date hereof (a) the Assigned Agreement(s) have not been modified or amended, except as specifically set forth in Exhibit A, (b) the Assigned Agreement(s) are in full force and effect, (c) neither the Client nor the Assignor is in default under any of the terms, covenants or provisions of the Assigned Agreement(s) and the Client knows of no event which, but for the passage of time or the giving of notice, or both, would constitute an event of default under any of the Assigned Agreement(s) by the Client or the Assignor, (d) neither the Client nor the Assignor has commenced any action or given or received any notice for the purpose of terminating any of the Assigned Agreement(s), (e) all sums due and payable under the Assigned Agreement(s) have been paid in full, and (f) there are no offsets or defenses to the

payment of sums payable under the Assigned Agreement(s).

3. Assumption of Assignor's Obligations. LiRo hereby agrees to assume and discharge any and all duties, obligations or other matters which Assignor is required to fulfill, discharge or complete under the Assigned Agreement(s).

4. Notice. The Client agrees to deliver to LiRo, at such address as LiRo shall designate from time to time in writing to the Client, concurrently with delivery to Assignor, a copy of each notice, request or demand given by the Client to Assignor pursuant to any of the Assigned Agreement(s).

The parties hereto have executed this Consent on the date set forth above.

CITY OF GLEN COVE

SIDNEY B. BOWNE & SON, LLP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

LIRO ENGINEERS, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

ASSIGNED AGREEMENTS

CITY OF GLEN COVE

- City of Glen Cove - 2017 Road and Drainage Improvements
- City of Glen Cove - Herb Hill/Garvies Pt Road Reconstruction Project Construction Support Services
- City of Glen Cove —East Island Bridge Tide Gates/Dosoris Pond Feasibility Study ✓
- City of Glen Cove – Plan Review Sea Isle Properties ✓
- City of Glen Cove – Plan Review Lee Gray Court Redevelopment Project Dedication of Roadway ✓



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

BUDGET TRANSFER FORM

DEPARTMENT: Youth Bureau

BUDGET YEAR 2017

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7050-51120	P/T Salaries		\$2000.00
A7050-54360	Printing and Office	\$2000.00	
A7050-55438	Contractual Services		\$2000.00
A7050-55448	Comprehensive Youth	\$1000.00	
A7050-54324	General Supplies	\$1000.00	

Reason for Transfer:

Re-allocate funds as needed

Department Head Signature: Spiro Tsirkas Digitally signed by Spiro Tsirkas
Date: 2017.11.29 11:39:17 -05'00' **Date:** 12/8/17

City Controller Approval: *Anika Clader* **Date:** 12/9/17

City Council Approval – Resolution Number: _____ **Date:** _____