

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that the City Council hereby amends Sec. 265-55: Schedule XXIII: Alternate Side of the Street Parking to the Code of Ordinances, as it relates to Nassau Avenue.

Delete:

<u>Name of Street</u>	<u>Location</u>
Nassau Avenue	Entire Length

Resolution offered by Mayor Tenke and seconded by _____

**RESOLUTION OF THE GLEN COVE CITY COUNCIL
AUTHORIZING THE MAYOR OF THE CITY OF GLEN COVE
TO ENTER INTO AGREEMENTS WITH PROPERTY OWNERS ALONG GARVIES
POINT ROAD FOR WORK RELATED TO SANITARY SEWER HOUSE
CONNECTIONS**

WHEREAS, the Reconstruction of Herb Hill Road and Garvies Point Road (the “Road Project”) included the installation of a new sanitary sewer main (the “Main”); and

WHEREAS, property owners along Garvies Point Road (“Property Owners”) are required to connect their buildings into the new Main (“House Connections”) within one year of the Main being certified by the City of Glen Cove (the “City”) per Nassau County regulations; and

WHEREAS, the Road Project is intended to improve Garvies Point Road and Herb Hill Road to facilitate access to the Waterfront Project, and the waterfront area in general; and

WHEREAS, the House Connections on the private properties were not included in the Road Project as Bid for reasons related Road Project timing among other factors; and

WHEREAS, the timing of the Road Project changed since the Bid and the City has offered to complete the House Connections and related permits on behalf of the property owners and pay for the related costs under the City’s existing Road Project construction contract with Inter-County Paving Associates; and

WHEREAS, the City desires to enter into Temporary Easement and Release Agreements (“Agreements”) with the Property Owners prior to the commencement of work on the House Connections; and

WHEREAS, the Road Project has already undergone full independent environmental review pursuant to the New York State Environmental Quality Review Act (“SEQRA”), and no further action is required under SEQRA to enter into the Agreements;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE GLEN COVE CITY COUNCIL, AS FOLLOWS:

Section 1. The Agreements, in the form presented to the Members of the Glen Cove City Council at this meeting, together with such non-material changes as the Mayor may hereafter deem necessary or appropriate, including, but not limited to, any final changes required by Property Owners or City of Glen Cove Department of Public Works, is hereby approved.

Section 2. The Mayor of the City of Glen Cove is hereby authorized, on behalf of the City of Glen Cove, to execute the Agreements and deliver any documentation necessary to effectuate the acts authorized by this Resolution.

Section 3. The execution of the Agreements by the Mayor shall evidence the Council’s approval of the terms thereof.

Section 4. The City Council determines that the proposed action for a previously approved and unchanged project is a Type II Action pursuant to SEQRA, involving “continuing agency administration,” which does not involve “new programs or major reordering of priorities that may affect the environment” (6 N.Y.C.R.R. §617.5(c)(20)), and therefore no findings or determination of significance are required under SEQRA.

Section 5. This Resolution shall take effect immediately.

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends Resolution 6H, adopted November 12, 2019, regarding agreement with Lisa Marconi, Court Reporter, to change fee per page amount from \$5.25 to \$5.50 per page.

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby names the Senior Center Activity Room “Carol Waldman Activity Room”.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Vincent Mercado as Youth Service Worker, with Youth Bureau, at \$9.50 per hour, effective November 27, 2019.

TEMPORARY EASEMENT
AND RELEASE AGREEMENT

THIS TEMPORARY EASEMENT AND RELEASE AGREEMENT (this "Agreement") is dated as of this _____ day of _____, 2019 ("Effective Date") and is made by and between 76 NORTH REALTY CO, LLC, a New York limited liability company, having its office at 585 Stewart Avenue, Suite 630, Garden City, New York 11530 ("Grantor") and the CITY OF GLEN COVE, a New York municipal corporation, having its office at City Hall, 9 Glen Street, Glen Cove, New York 11542 ("Grantee").

RECITALS

A. Grantor is the owner of certain lands located at 18-38 Garvies Point Road, Glen Cove, New York and further identified as Section 21, Block A, Lots 642 and 643, which lands were conveyed to Grantor by deed dated November 2, 2005 and recorded November 23, 2005 in the Nassau County Clerk's Office in Book 12042 of Deeds, Page 427 (collectively "Grantor's Lands"). A legal description for Grantor's Lands is attached hereto as Exhibit A.

B. Grantor's Lands include frontage on the public right of way known as "Garvies Point Road".

C. Grantee is in the process of replacing the existing sanitary sewer main and installing a new sanitary sewer main and related appurtenances (collectively, the "Sewer Main") under and through Garvies Point Road. As a result of the installation of the Sewer Main, each property abutting Garvies Point Road is required to tie in to the Sewer Main.

D. In exchange for the indemnification and release contained herein, Grantee wishes, at no cost to Grantor, to tie in the Sewer Main to the private sanitary sewer facilities located on and benefitting Grantor's Lands and to complete any additional work related thereto (collectively, "Grantee's Work").

E. In order to accomplish Grantee's Work, Grantor wishes to grant to Grantee a temporary easement to be exercised on Grantor's Lands and terminating upon the earlier of seven (7) months from the Effective Date or upon the completion of Grantee's Work.

F. The parties desire to set forth the respective rights and obligations with respect to such easement and is executing and delivering this Agreement for that purpose.

AGREEMENT

NOW THEREFORE, the parties, for themselves, their successors and assigns, declare that Grantor's Lands shall be held, transferred, sold, conveyed and occupied subject to the easement hereinafter set forth:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns, a temporary easement to be exercised in, on, through, over and under Grantor's Lands in order to prepare for and complete Grantee's Work and terminating upon the earlier of seven (7) months from the Effective Date or upon the completion of Grantee's Work, unless sooner terminated if deemed no longer necessary and released by an authorized representative of Grantee or its successors or assigns.

2. Access. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right to enter upon Grantor's Lands by vehicle and on foot, and to utilize the same, whenever necessary, for the exercise of the rights and privileges herein granted; provided such access does not interfere with Grantor's use and enjoyment of Grantor's Lands, except temporarily while work is in progress.

3. Completion of Grantee's Work. Grantee and Grantee's servants, agents, employees, contractors and subcontractors shall complete Grantee's Work in a commercially reasonable manner in accordance with all federal, state and local laws and in accordance with the Nassau County permits to be filed.

4. Repair to Grantor's Lands. Grantee shall, at Grantee's sole cost and expense and in each instance following the exercise of the rights herein granted, use commercially reasonable efforts to repair any damage to Grantor's Lands caused by or arising out of the exercise of the rights granted under this Agreement and return Grantor's Lands to the condition that existed prior to the exercise of Grantee's rights herein, reasonable wear and tear excepted.

5. No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of Grantor's Lands to the general public for any public use or purpose whatsoever.

6. Indemnification. Grantor shall indemnify, defend and hold Grantee and Grantee's servants, agents, employees, contractors and subcontractors harmless from and against all liabilities, damages, costs, including reasonable attorneys' fees, claims, suits and actions for damage to property or injury (including death) to persons arising out of Grantee's Work or Grantee's exercise of any of Grantee's rights granted under this Agreement.

7. Release. Grantor hereby releases Grantee and Grantee's servants, agents, employees, contractors and subcontractors, officers, directors, employees, agents, and attorneys from any and all claims, actions, causes of action, suits, crossclaims, counterclaims, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, claims and demands whatsoever, in law or in equity, now existing or arising out of or related to Grantee's Work or Grantee's exercise of any of Grantee's rights granted under this Agreement. In addition, Grantor shall deliver to Grantee a release, in the form attached hereto as Exhibit B, of any and all claims that Grantor may have upon the completion of Grantee's Work.

8. Authority. Grantor hereby represents and covenants that Grantor has the right, power and authority to grant the easement rights, indemnification and release set forth herein.

9. Amendment, Modification or Termination. Except as set forth herein, this Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the parties hereto.

10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York. The parties hereby consent that jurisdiction is proper in the State of New York for any action arising out of, under or in connection with this Agreement, and that venue is proper exclusively in the New York State Supreme Court, County of Nassau, for any action arising out of this Agreement.

11. Agreement Runs with Land. This Agreement and the easement shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns, until terminated.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein, and supersedes and cancels any and all prior representations, negotiations and agreements, whether written or oral, by the parties or their agents in connection with any of the matters contained herein.

13. No Construction Against Drafter. The parties acknowledge that this Agreement and all the terms and conditions contained herein have been prepared and fully reviewed and negotiated by the parties and their counsel. Having acknowledged the foregoing, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

14. Execution in Counterparts. This Agreement may be executed in one or

more counterparts, each of which shall be deemed an original but all of which shall constitute one instrument. Faxed or emailed signatures shall constitute original signatures binding on the signing party. The Agreement may be executed by signature delivered via facsimile or via digital file attached to an email.

15. Waiver of Trial by Jury. Grantor and Grantee each waive any right to trial by jury in any action in connection with this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent that it be effective as of the Effective Date.

GRANTOR:

76 NORTH REALTY CO, LLC

By: _____

Name: _____

Its: _____

GRANTEE:

CITY OF GLEN COVE

By: _____

Name: Tim Tenke

Its: Mayor

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

On the _____ day of _____ in the year 2019 before me, the undersigned, a Notary Public in and for said State, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Tim Tenke 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

SCHEDULE A-1 (*Description*)

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, and being bounded and described as follows:

BEGINNING at a point on the new northerly side of Garvies Point Road the following two courses and distances:

1. Along the arc of a curve bearing to the right, having a radius of 470 feet a distance of 343.03 feet to a point or reverse curve;
2. Along the arc of a curve bearing to the left having a radius of 843.77 feet a distance of 241.26 feet;

THENCE north 2 degrees 15 minutes 15 seconds west 486.18 feet;

THENCE north 68 degrees 21 minutes 29 seconds east 596.84 feet;

THENCE south 2 degrees 15 minutes 15 seconds east 787.97 feet to the new northerly side of Garvies Point Road at the point or place of BEGINNING.

ALSO together with an easement and Right of Way over a strip of land 12.50 feet wide running from the northerly side of Garvies Point Road, as physically laid out, southerly to the old northerly side of Garvies Point Road, for all ordinary purposes of ingress and egress. The easterly line of said strip being a direct southerly continuation of the easterly line of the above described premises.

SUBJECT to an easement and Right of Way over a strip of land 12.5 feet of premises above described for all ordinary purposes of ingress and egress.

TOGETHER with an easement and right of way over a strip of land 12.50 feet in width adjoining the easterly side of the premises above described for all ordinary purposes of ingress and egress, commonly known as 20 Garvies Point Road, Glen Cove, New York.

EXHIBIT B
FORM OF RELEASE

To All To Whom These Presents Shall Come Or May Concern:

Know That,

76 NORTH REALTY CO, LLC

as Releasor,

For and in consideration of the sum of one and 00/100 dollar (\$1.00) and other good and valuable consideration received from

CITY OF GLEN COVE

as Releasee,

the receipt which of is hereby acknowledged, has remised, released, and forever discharged and by these presents Releasor does for itself, its successors, assigns, heirs, affiliates, executors, and administrators, remise, release, and forever discharges Releasee, its heirs, executors, administrators, attorneys, insurers, officers, directors, affiliates, subsidiaries, parents, all current and former employees, members, managers, successors and assigns, of and from all and all manner of action and actions, cause and causes of action, suits, cross claims, counterclaims, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against Releasee, the Releasor ever had, now has or it and their its affiliates, successors, assigns, heirs, executors, or administrators can, shall, or may have for, upon or by reason of any matter ever had or now have against Releasee, and for any and all other matters as of the date of this Release, pertaining to the installation of a sanitary sewer main and related appurtenances and the tie in to the sanitary sewer main to the private sanitary sewer facilities located on and benefitting Releasor's lands and to complete any additional work related thereto.

[Signatures on the following page]

IN WITNESS WHEREOF, the undersigned has executed this Release the ____

day of _____, 2019.

76 NORTH REALTY CO, LLC

By: _____

Name: _____

Its: _____

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

On the ____ day of _____, 2019, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

TEMPORARY EASEMENT
AND RELEASE AGREEMENT

THIS TEMPORARY EASEMENT AND RELEASE AGREEMENT (this "Agreement") is dated as of this _____ day of _____, 2019 ("Effective Date") and is made by and between 40 GARVIES POINT, LLC, a New York limited liability company, having its office at 585 Stewart Avenue, Suite 630, Garden City, New York 11530 ("Grantor") and the CITY OF GLEN COVE, a New York municipal corporation, having its office at City Hall, 9 Glen Street, Glen Cove, New York 11542 ("Grantee").

RECITALS

A. Grantor is the owner of certain lands located at 40 Garvies Point Road, Glen Cove, New York and further identified as Section 21, Block A, Lot 504, which lands were conveyed to Grantor by deed dated June 15, 2007 and recorded June 29, 2017 in the Nassau County Clerk's Office in Book 13526 of Deeds, Page 341 (collectively "Grantor's Lands"). A legal description for Grantor's Lands is attached hereto as Exhibit A.

B. Grantor's Lands include frontage on the public right of way known as "Garvies Point Road".

C. Grantee is in the process of replacing the existing sanitary sewer main and installing a new sanitary sewer main and related appurtenances (collectively, the "Sewer Main") under and through Garvies Point Road. As a result of the installation of the Sewer Main, each property abutting Garvies Point Road is required to tie in to the Sewer Main.

D. In exchange for the indemnification and release contained herein, Grantee wishes, at no cost to Grantor, to tie in the Sewer Main to the private sanitary sewer facilities located on and benefitting Grantor's Lands and to complete any additional work related thereto (collectively, "Grantee's Work").

E. In order to accomplish Grantee's Work, Grantor wishes to grant to Grantee a temporary easement to be exercised on Grantor's Lands and terminating upon the earlier of seven (7) months from the Effective Date or upon the completion of Grantee's Work.

F. The parties desire to set forth the respective rights and obligations with respect to such easement and is executing and delivering this Agreement for that purpose.

AGREEMENT

NOW THEREFORE, the parties, for themselves, their successors and assigns, declare that Grantor's Lands shall be held, transferred, sold, conveyed and occupied subject to the easement hereinafter set forth:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns, a temporary easement to be exercised in, on, through, over and under Grantor's Lands in order to prepare for and complete Grantee's Work and terminating upon the earlier of seven (7) months from the Effective Date or upon the completion of Grantee's Work, unless sooner terminated if deemed no longer necessary and released by an authorized representative of Grantee or its successors or assigns.

2. Access. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right to enter upon Grantor's Lands by vehicle and on foot, and to utilize the same, whenever necessary, for the exercise of the rights and privileges herein granted; provided such access does not interfere with Grantor's use and enjoyment of Grantor's Lands, except temporarily while work is in progress.

3. Completion of Grantee's Work. Grantee and Grantee's servants, agents, employees, contractors and subcontractors shall complete Grantee's Work in a commercially reasonable manner in accordance with all federal, state and local laws and in accordance with the Nassau County permits to be filed.

4. Repair to Grantor's Lands. Grantee shall, at Grantee's sole cost and expense and in each instance following the exercise of the rights herein granted, use commercially reasonable efforts to repair any damage to Grantor's Lands caused by or arising out of the exercise of the rights granted under this Agreement and return Grantor's Lands to the condition that existed prior to the exercise of Grantee's rights herein, reasonable wear and tear excepted.

5. No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of Grantor's Lands to the general public for any public use or purpose whatsoever.

6. Indemnification. Grantor shall indemnify, defend and hold Grantee and Grantee's servants, agents, employees, contractors and subcontractors harmless from and against all liabilities, damages, costs, including reasonable attorneys' fees, claims, suits and actions for damage to property or injury (including death) to persons arising out of Grantee's Work or Grantee's exercise of any of Grantee's rights granted under this Agreement.

7. Release. Grantor hereby releases Grantee and Grantee's servants, agents, employees, contractors and subcontractors, officers, directors, employees, agents, and attorneys from any and all claims, actions, causes of action, suits, crossclaims, counterclaims, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, claims and demands whatsoever, in law or in equity, now existing or arising out of or related to Grantee's Work or Grantee's exercise of any of Grantee's rights granted under this Agreement. In addition, Grantor shall deliver to Grantee a release, in the form attached hereto as Exhibit B, of any and all claims that Grantor may have upon the completion of Grantee's Work.

8. Authority. Grantor hereby represents and covenants that Grantor has the right, power and authority to grant the easement rights, indemnification and release set forth herein.

9. Amendment, Modification or Termination. Except as set forth herein, this Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the parties hereto.

10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York. The parties hereby consent that jurisdiction is proper in the State of New York for any action arising out of, under or in connection with this Agreement, and that venue is proper exclusively in the New York State Supreme Court, County of Nassau, for any action arising out of this Agreement.

11. Agreement Runs with Land. This Agreement and the easement shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns, until terminated.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein, and supersedes and cancels any and all prior representations, negotiations and agreements, whether written or oral, by the parties or their agents in connection with any of the matters contained herein.

13. No Construction Against Drafter. The parties acknowledge that this Agreement and all the terms and conditions contained herein have been prepared and fully reviewed and negotiated by the parties and their counsel. Having acknowledged the foregoing, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

14. Execution in Counterparts. This Agreement may be executed in one or

more counterparts, each of which shall be deemed an original but all of which shall constitute one instrument. Faxed or emailed signatures shall constitute original signatures binding on the signing party. The Agreement may be executed by signature delivered via facsimile or via digital file attached to an email.

15. Waiver of Trial by Jury. Grantor and Grantee each waive any right to trial by jury in any action in connection with this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent that it be effective as of the Effective Date.

GRANTOR:

40 GARVIES POINT, LLC

By: _____

Name: _____

Its: _____

GRANTEE:

CITY OF GLEN COVE

By: _____

Name: Tim Tenke

Its: Mayor

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

On the _____ day of _____ in the year 2019 before me, the undersigned, a Notary Public in and for said State, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Tim Tenke 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

Schedule "A"

FIRST AMERICAN TITLE Title Number: Page 1 3019-779894

SCHEDULE A DESCRIPTION

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

BEGINNING at the southeast corner of the property to be described, said point being on the north side of Garvies Point Road distant 1452.29 feet, westerly from the point of intersection of the north side of Garvies Point Road and the westerly side of Dickson Street;

THENCE, westerly along the north side of Garvies Point Road, the following course and distances:

- 1) Along the curve to the left, having a radius of 843.77 feet a distance of 152.58 feet;
- 2) South 87 degrees 02 minutes 20 seconds west 88.21 feet;
- 3) South 83 degrees 16 minutes 20 seconds west 393.08 feet;

THENCE north 6 degrees 00 minutes 35 seconds east 302.04 feet to lands now or formerly of Ira Miller;

THENCE easterly along said lands of Ira Miller north 68 degrees 21 minutes 29 seconds east 623.97 feet;

EXHIBIT B
FORM OF RELEASE

To All To Whom These Presents Shall Come Or May Concern:

Know That,

40 GARVIES POINT, LLC

as Releasor,

For and in consideration of the sum of one and 00/100 dollar (\$1.00) and other good and valuable consideration received from

CITY OF GLEN COVE

as Releasee,

the receipt which of is hereby acknowledged, has remised, released, and forever discharged and by these presents Releasor does for itself, its successors, assigns, heirs, affiliates, executors, and administrators, remise, release, and forever discharges Releasee, its heirs, executors, administrators, attorneys, insurers, officers, directors, affiliates, subsidiaries, parents, all current and former employees, members, managers, successors and assigns, of and from all and all manner of action and actions, cause and causes of action, suits, cross claims, counterclaims, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against Releasee, the Releasor ever had, now has or it and their its affiliates, successors, assigns, heirs, executors, or administrators can, shall, or may have for, upon or by reason of any matter ever had or now have against Releasee, and for any and all other matters as of the date of this Release, pertaining to the installation of a sanitary sewer main and related appurtenances and the tie in to the sanitary sewer main to the private sanitary sewer facilities located on and benefitting Releasor's lands and to complete any additional work related thereto.

[Signatures on the following page]

IN WITNESS WHEREOF, the undersigned has executed this Release the ____

day of _____, 2019.

40 GARVIES POINT, LLC

By: _____

Name: _____

Its: _____

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

On the ____ day of _____, 2019, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

TEMPORARY EASEMENT
AND RELEASE AGREEMENT

THIS TEMPORARY EASEMENT AND RELEASE AGREEMENT (this "Agreement") is dated as of this _____ day of _____, 2019 ("Effective Date") and is made by and between 1 GARVIES POINT LLC, a New York limited liability company, having its office at 506 Ninth Avenue, New York, New York 10018 ("Grantor") and the CITY OF GLEN COVE, a New York municipal corporation, having its office at City Hall, 9 Glen Street, Glen Cove, New York 11542 ("Grantee").

RECITALS

A. Grantor is the owner of certain lands located at 1 Garvies Point Road, Glen Cove, New York and further identified as Section 21, Block A, Lots 468, 507 and 216, which lands were conveyed to Grantor by deed dated September 5, 2008 and recorded September 11, 2008 in the Nassau County Clerk's Office in Book 12432 of Deeds, Page 564 (collectively "Grantor's Lands"). A legal description for Grantor's Lands is attached hereto as Exhibit A.

B. Grantor's Lands include frontage on the public right of way known as "Garvies Point Road".

C. Grantee is in the process of replacing the existing sanitary sewer main and installing a new sanitary sewer main and related appurtenances (collectively, the "Sewer Main") under and through Garvies Point Road. As a result of the installation of the Sewer Main, each property abutting Garvies Point Road is required to tie in to the Sewer Main.

D. In exchange for the indemnification and release contained herein, Grantee wishes, at no cost to Grantor, to tie in the Sewer Main to the private sanitary sewer facilities located on and benefitting Grantor's Lands and to complete any additional work related thereto (collectively, "Grantee's Work").

E. In order to accomplish Grantee's Work, Grantor wishes to grant to Grantee a temporary easement to be exercised on Grantor's Lands and terminating upon the earlier of seven (7) months from the Effective Date or upon the completion of Grantee's Work.

F. The parties desire to set forth the respective rights and obligations with respect to such easement and is executing and delivering this Agreement for that purpose.

AGREEMENT

NOW THEREFORE, the parties, for themselves, their successors and assigns, declare that Grantor's Lands shall be held, transferred, sold, conveyed and occupied subject to the easement hereinafter set forth:

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2. Access. Grantee and Grantee's servants, agents, employees, contractors and subcontractors, shall have the right to enter upon Grantor's Lands by vehicle and on foot, and to utilize the same, whenever necessary, for the exercise of the rights and privileges herein granted; provided such access does not interfere with Grantor's use and enjoyment of Grantor's Lands, except temporarily while work is in progress.

3. Completion of Grantee's Work. Grantee and Grantee's servants, agents, employees, contractors and subcontractors shall complete Grantee's Work in a commercially reasonable manner in accordance with all federal, state and local laws and in accordance with the Nassau County permits to be filed.

4. Repair to Grantor's Lands. Grantee shall, at Grantee's sole cost and expense and in each instance following the exercise of the rights herein granted, use commercially reasonable efforts to repair any damage to Grantor's Lands caused by or arising out of the exercise of the rights granted under this Agreement and return Grantor's Lands to the condition that existed prior to the exercise of Grantee's rights herein, reasonable wear and tear excepted.

5. No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of Grantor's Lands to the general public for any public use or purpose whatsoever.

6. Indemnification. Grantor shall indemnify, defend and hold Grantee and Grantee's servants, agents, employees, contractors and subcontractors harmless from and against all liabilities, damages, costs, including reasonable attorneys' fees, claims, suits and actions for damage to property or injury (including death) to persons arising out of Grantee's Work or Grantee's exercise of any of Grantee's rights granted under this Agreement.

7. Release. Grantor hereby releases Grantee and Grantee's servants, agents,

employees, contractors and subcontractors, officers, directors, employees, agents, and attorneys from any and all claims, actions, causes of action, suits, crossclaims, counterclaims, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, damages, judgments, claims and demands whatsoever, in law or in equity, now existing or arising out of or related to Grantee's Work or Grantee's exercise of any of Grantee's rights granted under this Agreement. In addition, Grantor shall deliver to Grantee a release, in the form attached hereto as Exhibit B, of any and all claims that Grantor may have upon the completion of Grantee's Work.

8. Authority. Grantor hereby represents and covenants that Grantor has the right, power and authority to grant the easement rights, indemnification and release set forth herein.

9. Amendment, Modification or Termination. Except as set forth herein, this Agreement may be amended, modified or terminated only in a writing mutually agreed to, executed and acknowledged by the parties hereto.

10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York. The parties hereby consent that jurisdiction is proper in the State of New York for any action arising out of, under or in connection with this Agreement, and that venue is proper exclusively in the New York State Supreme Court, County of Nassau, for any action arising out of this Agreement.

11. Agreement Runs with Land. This Agreement and the easement shall run with the land and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns, until terminated.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein, and supersedes and cancels any and all prior representations, negotiations and agreements, whether written or oral, by the parties or their agents in connection with any of the matters contained herein.

13. No Construction Against Drafter. The parties acknowledge that this Agreement and all the terms and conditions contained herein have been prepared and fully reviewed and negotiated by the parties and their counsel. Having acknowledged the foregoing, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

14. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall

constitute one instrument. Faxed or emailed signatures shall constitute original signatures binding on the signing party. The Agreement may be executed by signature delivered via facsimile or via digital file attached to an email.

15. Waiver of Trial by Jury. Grantor and Grantee each waive any right to trial by jury in any action in connection with this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent that it be effective as of the Effective Date.

GRANTOR:

1 GARVIES POINT LLC

By: _____

Name: _____

Its: _____

GRANTEE:

CITY OF GLEN COVE

By: _____

Name: Tim Tenke

Its: Mayor

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

On the _____ day of _____ in the year 2019 before me, the undersigned, a Notary Public in and for said State, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Tim Tenke 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION

SCHEDULE A

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, being more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly side of Garvies Point Road, distant 290.38 feet southwesterly as measured along the northwesterly side of Garvies Point Road from the corner formed by the intersection of the westerly side of Dickson Lane with the northwesterly side of Garvies Point Road;

RUNNING THENCE the following two (2) courses and distances along the northwesterly side of Garvies Point Road;

- 1) South 62 degrees 36 minutes 20 seconds West, 385.07 feet;
- 2) South 66 degrees 35 minutes 20 seconds West, 184.04 feet;

THENCE North 2 degrees 15 minutes 15 seconds West, along land now or formerly of Realty Associates, 443.89 feet to the land now or formerly of Mattiace Industrial Sales Co.;

THENCE North 87 degrees 44 minutes 45 seconds East, 212.50 feet;

THENCE still along land now or formerly of Mattiace Industrial Sales Co., North 2 degrees 15 minutes 15 seconds West, 346.57 feet to land now or formerly of Dorfman;

THENCE North 87 degrees 44 minutes 45 seconds East, along land now or formerly of Dorfman, 107.72 feet to land now or formerly of Nare Corp.;

THENCE South 2 degrees 15 minutes 15 seconds East, 21.25 feet;

THENCE still along land now or formerly of Nare Corp., North 87 degrees 44 minutes 45 seconds East, 200.00 feet;

THENCE South 2 degrees 15 minutes 15 seconds East, 539.19 feet to the northwesterly side of Garvies Point Road, to the aforesaid point or place of BEGINNING.

EXHIBIT B
FORM OF RELEASE

To All To Whom These Presents Shall Come Or May Concern:

Know That,

1 GARVIES POINT LLC

as Releasor,

For and in consideration of the sum of one and 00/100 dollar (\$1.00) and other good and valuable consideration received from

CITY OF GLEN COVE

as Releasee,

the receipt which of is hereby acknowledged, has remised, released, and forever discharged and by these presents Releasor does for itself, its successors, assigns, heirs, affiliates, executors, and administrators, remise, release, and forever discharges Releasee, its heirs, executors, administrators, attorneys, insurers, officers, directors, affiliates, subsidiaries, parents, all current and former employees, members, managers, successors and assigns, of and from all and all manner of action and actions, cause and causes of action, suits, cross claims, counterclaims, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against Releasee, the Releasor ever had, now has or it and their its affiliates, successors, assigns, heirs, executors, or administrators can, shall, or may have for, upon or by reason of any matter ever had or now have against Releasee, and for any and all other matters as of the date of this Release, pertaining to the installation of a sanitary sewer main and related appurtenances and the tie in to the sanitary sewer main to the private sanitary sewer facilities located on and benefitting Releasor's lands and to complete any additional work related thereto.

[Signatures on the following page]

IN WITNESS WHEREOF, the undersigned has executed this Release the ____

day of _____, 2019.

1 GARVIES POINT LLC

By: _____

Name: _____

Its: _____

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

On the ____ day of _____, 2019, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public