

Resolution #7(A)

**RESOLUTION OF THE GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY ADOPTING
THE IDA AGENCY BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024
(SUMMARY ANNEXED HERETO)**

This resolution shall be deemed to take effect as of the date of its adoption.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

<u>IDA MEMBERS</u>	<u>VOTING</u>
Chairperson Panzenbeck	AYE
Vice Chair Hartley	AYE
James J. Cappiello	AYE
Grady Farnan	AYE
John Fielding	AYE
Tom Hopke	ABSENT
David V. Jimenez	AYE

The foregoing Resolution was thereupon declared duly adopted.

Gc-IDA
ENTERED
9-26-23
CD

CITY OF GLEN COVE
INDUSTRIAL DEVELOPMENT AGENCY
SUMMARY BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2024
Schedule 1

<u>REVENUES</u>		Sched.	FY'24 Adopted	FY'23 Adopted	FY'22 Adopted	FY'22 Actual
Total Revenues	3		313,500	289,500	511,000	202,333
<u>EXPENSES</u>						
Salaries and Benefits						
Total Salaries and Benefits	5		171,489	156,463	162,408	200,968
Professional Fees:						
Total Professional fees			131,226	128,000	343,000	168,530
Debt Service - Interest						
Total Interest						
Administrative and other						
Total admin & other expenses			4,918	4,818	3,876	4,694
Total Expenses			307,633	289,281	509,284	374,192
Net Operating Surplus or (Deficit)			5,867	219	1,716	(171,859)
Source of surplus or (Deficit) Funding:						
Total source of Deficit Funding			-	-	-	-
Surplus or (deficit)			-	-	-	-
Net assets- beginning January 1			(986,165)	(986,384)	(1,262,927)	(986,384)
Net assets- ending December 31			(980,297)	(986,165)	(1,261,211)	(1,158,243)

*Actual Includes accrued items: OPEB, Pension and Compensated Absences

9/26/23

**Parking Access Ground Lease Approval
Resolution**

A regular meeting of the Glen Cove Industrial Development Agency (the "Agency") was convened in public session at City Hall, 9-13 Glen Street, 2nd floor conference room, City of Glen Cove, Nassau County, New York, on September 26, 2023, at 6:30 p.m., local time.

The meeting was called to order by Chairperson Panzenbeck, upon roll being called, the following members of the Agency were:

PRESENT:

Pamela D. Panzenbeck	Chairperson
Vincent C. Hartley	Vice Chairperson/Treasurer
James J. Cappiello	Member
Grady Farnan	Member
David V. Jimenez	Member
John Fielding	Member

NOT PRESENT:

Tom Hopke	Member
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THE FOLLOWING ADDITIONAL PERSONS WERE PRESENT:

Ann S. Fangmann	Executive Director
Camille Byrne	Secretary
Margo Zoldessy	CFO/Assistant Secretary
Milan K. Tyler, Esq.	Transaction Counsel

The attached resolution no. 7(C) was offered by Chairperson Panzenbeck, seconded by Vice Chair Hartley:

GC-IDA
ENTERED
9-26-23
CB

Resolution No. 7(C)

RESOLUTION OF THE GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY (THE
“AGENCY”) AUTHORIZING THE AGENCY TO ENTER INTO A GROUND LEASE
AGREEMENT WITH THE CITY OF GLEN COVE FOR PARKING ACCESS

WHEREAS, the Glen Cove Industrial Development Agency (the “Agency”) is the fee owner of certain premises located between Brewster Street and Bridge Street in the City of Glen Cove, Nassau County, New York known on the Nassau County Land and Tax Map as Section 31, Block 85, Lot 35 (the “Premises”); and

WHEREAS, in order to promote economic development in the City of Glen Cove (the “City”) and to facilitate the full use and enjoyment of the Premises by the residents of the City, the Agency wishes to lease the Premises to the City for the purpose of public or private vehicular parking, pedestrian use and/or access for vehicles and/or pedestrians to Brewster Street and/or Bridge Street; and

WHEREAS, the Agency and the City have negotiated the terms of and wish to enter into a ground lease agreement for a term of approximately 99 years with respect to the Premises (the “Ground Lease”); and

WHEREAS, the Premises constitutes a public thoroughfare and City will undertake to maintain such thoroughfare pursuant to the Ground Lease; and

WHEREAS, the value to the Agency of being relieved of the obligation to maintain such thoroughfare exceeds any potential income the Agency would realize by leasing the Premises; and

WHEREAS, the Agency has adopted formal disposition of property guidelines governing the disposition of its real and personal property (the “Guidelines”) pursuant to Section 2896 of the New York State Public Authorities Law; and

WHEREAS, the members of the Agency wish to authorize the Contracting Officer of the Agency to execute and deliver the Ground Lease between the Agency and the City, in accordance with and subject to the terms of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AGENCY AS FOLLOWS:

Section 1. The Agency hereby determines that the negotiated disposition of a leasehold interest to the City for the purpose of economic development activities is consistent with the Agency’s corporate purposes and is exempt from the bidding and public advertising requirements of the Guidelines in accordance with subsection (iii)(D) of Section 2(F) of the Guidelines.

Section 2. The Agency further determines that the disposition of a lease interest in the Premises is unique in nature and is therefore subject to fair market pricing. The Agency has determined that the rent set forth in the Ground Lease is in excess of the fair market value for such interest due to the estimated cost to the City of maintaining the Premises.

Section 3. The Ground Lease, in the negotiated form presented to the members of the Agency at this meeting, together with such changes thereto not inconsistent with the terms and intent of this Resolution as the Contracting Officer of the Agency may hereafter deem necessary or appropriate, is hereby approved. The Contracting Officer is hereby authorized, on behalf of the Agency to execute and deliver the Ground Lease.

Section 4. The Agency has determined that the proposed action is a Type II Action pursuant to the New York State Environmental Quality Review Act (“SEQRA”), which involves “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)(26)) and therefore no Findings or determination of significance are required under SEQRA.

Section 5. The execution of the Ground Lease by the Contracting Officer shall evidence the Agency’s approval of the terms thereof.

Section 6. This Resolution shall take effect immediately.

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call, which resulted as follows:

	<u>VOTING</u>
Pamela D. Panzenbeck, Chairperson	AYE
Vincent C. Hartley, Vice Chairperson	AYE
James J. Cappiello	AYE
Grady Farnan	AYE
David V. Jimenez	AYE
John Fielding	AYE
Tom Hopke	ABSENT

The foregoing Resolution was thereupon declared duly adopted.

GC-IDA
ENTERED
9-26-23
CB

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

WE, the undersigned officers of the Glen Cove Industrial Development Agency (the “Agency”), do hereby certify that we have compared the foregoing extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on September 26, 2023 with the original thereof on file in our offices, and that the same is a true and correct copy of said original and of such Resolution set forth therein and of the whole of said original so far as the same relates to the subject matters therein referred to.

WE FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was duly given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

WE FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, we have hereunto set our hand this 26 day of September, 2023.



Camille Byrne, IDA Secretary

Pamela D. Panzenbeck, IDA Chairperson

Resolution offered by Mayor Panzenbeck and seconded by _____ Councilman Farnan _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a 99 year triple net ground lease agreement with the Glen Cove IDA for that part of the parking lot between the Glen Cove Library-U.S. Post office and Panera Bread-Village Square known on the Nassau County Land and Tax Map as Section 31 Block 85 Lot 35 and more particularly described on Schedule A of the written lease approved by the Glen Cove IDA, at a cost of \$1.00/year.

APPROVED
OFFICE OF CITY CLERK
DATE 9/26/2023
T. Pemberton

GROUND LEASE AGREEMENT

By and Between

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

as Landlord

and

CITY OF GLEN COVE

as Tenant

Dated as of: Sept. 27, 2023

**Property Location: Parking Access Parcel between
Brewster Street and Bridge Street
City of Glen Cove, NY
(Section 31; Block 85; Lot 35)**

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this “Lease”) is made as of the [_____] day of [_____] , 2023, by and between the GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY, a New York public benefit corporation with offices at City Hall, 9-13 Glen Street, Glen Cove, NY 11542 (“Landlord”), and CITY OF GLEN COVE, a New York municipal corporation with offices at City Hall, 9-13 Glen Street, Glen Cove, NY 11542 (“Tenant”) (individually said entities are each referred to as a “Party” and, collectively, the “Parties”).

ARTICLE 1. DEMISE AND PREMISES

Section 1.1 Demise. Landlord hereby leases to Tenant and Tenant leases from Landlord the land located between Brewster Street and Bridge Street in the City of Glen Cove, Nassau County, New York known on the Nassau County Land and Tax Map as Section 31, Block 85, Lot 35, together with all the rights, benefits and appurtenances thereto (collectively, “Premises”). The Premises are more particularly described in Exhibit A attached hereto.

ARTICLE 2. LEASE TERM/USE

Section 2.1 Term. The term of this Lease (“Term”) shall commence on the date hereof (“Commencement Date”) and shall expire, unless extended, on December 31, 2122 (“Expiration Date”).

Section 2.2 Use of Premises. The Premises may be occupied and used by Tenant for any lawful use, including, without limitation, for the purpose of public or private vehicular parking, pedestrian use and/or access for vehicles and/or pedestrians to Brewster Street and/or Bridge Street, and all matters incidental thereto.

ARTICLE 3. RENT

Section 3.1 Rent. Tenant shall pay to Landlord rent (“Rent”) commencing on the Commencement Date defined above, in the amount of One Dollar (\$1) per annum, payable annually in advance.

Section 3.2 Triple Net Lease.

(a) Commencing on the Commencement Date, Tenant shall be required to pay any and all real estate taxes attributable the Premises. Tenant may, but need not, at Tenant’s sole cost, initiate and prosecute any tax certiorari or other protests, related to any such real estate taxes. Tenant may pay same in installments (if allowed under applicable law) or under protest. Real estate taxes for periods before and after the term hereof shall be adjusted between the Parties.

(b) Tenant shall be required to arrange and pay for directly to the provider thereof any and all electricity, steam, gas, water and/or other utilities desired by Tenant. Tenant may discontinue, add or change any utility services in its sole discretion from time to time.

(c) Tenant may, but need not, carry any insurance it deems advisable with regard to the Premises.

(d) Tenant may, but need not, renovate, construct, reconstruct, demolish, repair and/or alter from time to time the present or future structural or other portions of the Premises, at its sole cost and expense. Tenant shall be solely responsible for the maintenance, repair, upkeep and renovation of the Premises, including, without limitation, paving, repaving, striping, snow and ice removal, signage, grading and sweeping of same.

(e) Landlord shall from time to time at no cost to Landlord, reasonably cooperate with Tenant in connection with Tenant's use and enjoyment of the Premises as contemplated hereby.

ARTICLE 4. TITLE

Section 4.1 Title. Tenant is taking a leasehold interest subject and subordinate to all existing encumbrances on the Premises (including a certain Easement Agreement in favor of RXR Glen Cove Village Square Owner, LLC, as amended). Landlord shall retain fee title to the Premises.

ARTICLE 5. END OF TERM

Section 5.1 End of Term.

(a) At or before the end of the Term, Tenant will promptly quit and surrender the Premises to Landlord, free of all tenancies or other rights of occupancy.

(b) All equipment and trade or other fixtures and improvements constructed or installed by or for Tenant shall be and remain at all times the property of Tenant. At the end of the Term, Tenant shall cause same to be promptly removed from the Premises and to repair any damage to the Premises caused by such removal.

(c) All equipment and trade or other fixtures and improvements not removed by Tenant by the end of the Term shall be conclusively deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without notice to Tenant and without obligation to account for same.

ARTICLE 6. MECHANIC'S LIENS

Section 6.1 Mechanic's Liens. Tenant will pay or cause to be paid all costs and charges for work done by or for Tenant in or to the Premises, and for all materials furnished for or in connection with such work. To the extent permitted by applicable law, Tenant will indemnify Landlord against, and hold Landlord harmless of and from, all mechanics' liens and claims of liens, and all other liabilities, claims and demands on account of such work by or on behalf of Tenant. If any such lien is filed against the Premises, Tenant will cause such lien to be discharged of record, by bond, payment of money into court, or otherwise, within one hundred eighty (180) days of Tenant's receipt of notice of the filing of the notice of lien for same.

ARTICLE 7. SUBORDINATION AND NON-DISTURBANCE

Section 7.1 Subordination and Non-Disturbance.

(a) Landlord represents and warrants that as of the date hereof there are no ground or underlying leases covering the whole or any portion of the Premises.

(b) Simultaneously with the execution of any mortgage upon or affecting the Premises that is executed during the Term, Landlord shall obtain for and deliver to Tenant a standard form of subordination, non-disturbance and attornment agreement (in form and substance reasonably satisfactory to Tenant) from the mortgagee.

(c) As long as Tenant pays Rent and is not in default of any of the terms, conditions, or covenants of this Lease beyond any applicable notice and grace periods, any purchaser or mortgagee or ground lessor shall recognize this Lease as remaining in full force and effect.

ARTICLE 8. EMINENT DOMAIN

Section 8.1 Taking. If all of the Premises are taken by exercise of the power of eminent domain (or conveyed by Landlord and/or Tenant in lieu of such exercise) (a "Taking") this Lease will terminate on a date ("Termination Date") which is the earlier of the date upon which the condemning authority takes possession of the Premises or the date on which title to the Premises is vested in the condemning authority. If more than ten (10%) percent of the area of the Premises is so taken, or such portion of the Premises shall be so taken that the remainder of the Premises shall not, in Tenant's judgment, be reasonably sufficient for Tenant to continue operation of its business in substantially the same manner as before such taking, then Tenant may cancel this Lease by written notice to Landlord given on or before sixty (60) days after the Termination Date. In the event of any such Taking, Landlord and Tenant shall each be entitled to claim compensation for its respective interest in the Premises.

Section 8.2 Partial Taking. In the case of a partial Taking, and Tenant has not exercised its right to cancel this Lease, this Lease shall remain in full force and effect; provided, however, that:

(a) on the date of such Taking, this Lease shall terminate as to the portion of the Premises taken (which portion shall be deemed excluded from the Premises); and

(b) the Rent and other amounts due hereunder shall be reduced by a proportional amount.

ARTICLE 9. DAMAGE AND DESTRUCTION

Section 9.1 Damage and Destruction. In the event that the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, this Lease and the Tenant's

obligations hereunder shall not be affected thereby. Tenant may, but need not, rebuild, repair, alter, demolish or otherwise deal with the Premises as it shall deem appropriate in each instance.

ARTICLE 10. QUIET ENJOYMENT

Section 10.1 Quiet Enjoyment. Landlord covenants and agrees with Tenant that so long as this Lease is in effect Tenant may peaceably and quietly enjoy the Premises and Tenant's possession will not be disturbed by anyone claiming by, through or under Landlord.

ARTICLE 11. DEFAULT BY TENANT

Section 11.1 Default by Tenant, Remedies.

(a) Any one of the following shall be a default by Tenant (a "Default"): (i) if Tenant fails to pay Rent within thirty (30) days after notice from Landlord that same is past due, or (ii) if Tenant fails to perform or observe any agreement or condition on its part to be performed or observed other than failure to pay Rent and fails to cure said default within sixty (60) days after notice from Landlord, but if such non-monetary default is not susceptible of cure within such sixty (60) day period, Tenant shall not be in default if it takes reasonable steps to commence to cure and diligently completes such cure within a reasonable time after such notice.

In case of the occurrence and continuance of a Default, and upon the expiration of any applicable notice, grace or cure period without completion of the cure of same, Landlord shall have the option, upon thirty (30) days written notice, to terminate this Lease and shall have the right, immediately thereafter to re-enter the Premises and dispossess Tenant, its legal representatives and other occupants and their property by appropriate legal proceedings.

(b) In case of re-entry or dispossession by legal proceedings, or termination of this Lease by Landlord as in subparagraph (a) above provided, Tenant shall be liable to Landlord for all reasonable expenses Landlord incurs for: (i) legal fees and other expenses related to obtaining possession; and (ii) brokerage commissions in obtaining another tenant.

Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts to relet the Premises and to mitigate its damages hereunder.

(c) TO THE EXTENT PERMITTED BY APPLICABLE LAW, LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER, OR AS TO ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, OR THEIR RELATIONSHIP AS LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY.

ARTICLE 12. ASSIGNMENT AND SUBLETTING

Section 12.1 Tenant's Rights. Tenant may, without the consent of but upon reasonable notice to, Landlord, sublease all or any portion of the Premises from time to time

in Tenant's sole discretion. Tenant may, without the consent of but upon reasonable notice to, Landlord, assign this Lease and Tenant's interest herein, in Tenant's sole discretion.

Section 12.2 Landlord's Rights. Landlord may, upon reasonable prior notice to Tenant, assign its interest in and to this Lease.

ARTICLE 13. NOTICES

Section 13.1 Notices. All notices from Tenant to Landlord required or permitted by any provision of this Lease shall be directed to Landlord as follows:

Glen Cove Industrial Development Agency
City Hall, 9-13 Glen Street
Glen Cove, NY 11542
Attention: Executive Director

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

All notices from Landlord to Tenant required or permitted hereunder shall be directed to Tenant as follows:

City of Glen Cove
City Hall, 9-13 Glen Street
Glen Cove, NY 11542
Attention: Mayor

with a copy to: City of Glen Cove
City Hall, 9-13 Glen Street
Glen Cove, NY 11542
Attention: City Attorney

All notices to be given hereunder by either Party shall be written and sent by registered or certified mail, return receipt requested, postage prepaid, hand delivered or sent via a nationally recognized next day courier service (such as Federal Express, DHL, etc.) addressed to the Party intended to be notified at the address set forth above. Either Party may, at any time, or from time to time, notify the other in writing of a substitute address(es) for that given above, and thereafter notices shall be directed to the substitute address(es). Notice given by certified or registered mail or by next day courier service as aforesaid shall be deemed given on the date of deposit in the mail or with the next day courier service. Notices hand delivered shall be deemed given on the day delivered (or first refused for delivery).

ARTICLE 14. ESTOPPEL CERTIFICATES

Section 14.1 Estoppel Certificates. Within thirty (30) days after receipt of Landlord's or Tenant's request ("Requesting Party"), Landlord or Tenant, as the case may be

("Answering Party"), shall execute and deliver to the Requesting Party a declaration to any person designated by such Party: (i) stating the Commencement Date and Expiration Date of the Lease; and (ii) certifying (a) that this Lease is in full force and effect (stating exceptions, if any) and has not been assigned, modified, supplemented or amended (except by such written instruments set forth therein), (b) that all conditions under this Lease to be performed by the Answering Party have been satisfied (stating exceptions, if any), (c) to the best knowledge of Answering Party, no defenses or offsets against the enforcement of this Lease by the Answering Party exist (or stating those claimed), (d) advance Rent, if any, paid by Tenant, (e) the date to which Rent has been paid, and (f) such other information as the Requesting Party reasonably requires.

ARTICLE 15. MISCELLANEOUS

Section 15.1 Waiver. No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of Rent by Landlord shall not be deemed a waiver of any earlier breach by Tenant of any term, covenant or condition hereof, regardless of Landlord's knowledge of such breach when such Rent is accepted. No covenant, term or condition of this Lease shall be deemed waived by Landlord or Tenant unless waived in writing.

Section 15.2 Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Landlord and Tenant with respect to the subject matter hereof, other than herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by both Parties.

Section 15.3 No Partnership. The Parties do not by execution of this Lease, in any way or for any purpose, become a partner, employer, principal, master, agent or joint venturer of or with the other Party hereto.

Section 15.4 Force Majeure. If either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under this Lease, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 15.5 Captions and Section Numbers. This Lease shall be construed without reference to the titles of Articles and Sections, which are inserted only for convenience of reference.

Section 15.6 Number and Gender. The use herein of a singular term shall include the plural and use of the masculine, feminine or neuter genders shall include all others.

Section 15.7 Broker's Commission. Each Party represents and warrants to the other that it has not dealt with any broker or finder in connection with the execution of this Lease

and, to the extent permitted by applicable law, each Party shall defend, indemnify and hold the other harmless against and from all liabilities arising from any such claims caused or incurred by it (including without limitation, the cost of attorneys' fees) in connection therewith.

Section 15.8 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 15.9 Applicable Law. This Lease shall be construed under the laws of the State of New York, as the same may be in effect from time to time, without regard to its principles of conflicts of law.

Section 15.10 Landlord's Consent. Wherever in this Lease Tenant is required to, or desires to, obtain Landlord's consent or approval, Landlord agrees to not unreasonably withhold, delay or condition any such consent(s).

IN WITNESS WHEREOF, Landlord and Tenant have signed this Ground Lease Agreement as of the date and year first above written.

LANDLORD:

GLEN COVE INDUSTRIAL DEVELOPMENT
AGENCY

By: _____

TENANT:

CITY OF GLEN COVE

By:  _____

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

On the 27 day of Sept., 2023, before me, the undersigned, personally appeared Pamela D. Panzenbeck, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Tina Pemberton
Notary Public, State of New York
No. 01PE6188065
Qualified in Nassau County
Commission Expires June 2, 2024

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

On the 27th day of September, 2023, before me, the undersigned, personally appeared Ann S. Fangmann, 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 they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

Premises Description



Residential & Commercial Title Insurance since 1984

as agent for

Abstracts Incorporated

SCHEDULE A DESCRIPTION (EXHIBIT A)

Title Number: ST-47005
Page: 1

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 bounded and described as follows:

BEGINNING at a point on the easterly side of Brewster Street distant the following three (3) distances and courses from the northerly end of an arc of a curve bearing to the left having a radius of 40.00 feet and a length of 39.38 feet which connects the easterly side of Brewster Street and the northerly side of Glen Cove Avenue:

1. North 01 degree 51 minutes 40 seconds East, 36.44 feet;
2. Northerly along the arc of a curve bearing to the right with a radius of 941.67 feet and a distance of 16.06 feet;
3. North 13 degrees 42 minutes 10 seconds East, 43.96 feet to the true point or place of BEGINNING;

RUNNING THENCE northerly along the easterly side of Brewster Street, the following two (2) courses and distances:

1. North 13 degrees 42 minutes 10 seconds East, 229.29 feet;
2. Along an arc of a curve bearing to the right with a radius of 560.00 feet and a distance of 45.23 feet;

THENCE South 70 degrees 17 minutes 02 seconds East, 51.14 feet;

THENCE South 13 degrees 40 minutes 18 seconds West, 118.23 feet;

THENCE South 89 degrees 31 minutes 20 seconds East, 106.22 feet;

THENCE South 00 degrees 59 minutes 11 seconds East, 16.01 feet;

THENCE South 89 degrees 38 minutes 32 seconds East, 51.73 feet;

THENCE North 01 degrees 52 minutes 10 seconds East, 24.73 feet;

THENCE South 87 degrees 32 minutes 03 seconds East, 168.83 feet to the westerly side of Bridge Street;

THENCE South 02 degrees 30 minutes 35 seconds West along the westerly side of Bridge Street, 71.34 feet;

THENCE North 88 degrees 32 minutes 55 seconds West, 165.03 feet;



ABSTRACTS, INCORPORATED™

Residential & Commercial Title Insurance since 1984

as agent for

Abstracts Incorporated

**SCHEDULE A DESCRIPTION
(EXHIBIT A)**

Title Number: ST-47005
Page: 2

THENCE North 88 degrees 59 minutes 14 seconds West, 82.12 feet;
THENCE South 01 degree 00 minutes 46 seconds West, 42.17 feet;
THENCE South 86 degrees 35 minutes 56 seconds West, 38.00 feet;
THENCE South 03 degrees 24 minutes 04 seconds East, 16.95 feet;
THENCE South 86 degrees 35 minutes 56 seconds West, 126.89 feet to the easterly side of
Brewster Street, the point or place of BEGINNING