Nassau County
Maureen OConnell
County Clerk
Mineola, NY 11501

60 2019 00054589

Instrument Number: 2019- 00054589
As
D06 - AGREEMENT

Recorded On: July 03, 2019
Parties: PEOPLE OF THE STATE OF NEW YORK
TO FLORAL PARK
Recorded By: INC VILLAGE OF FLORAL PARK

Billable Pages: 9
Num Of Pages: 10
Comment:

**** Examined and Charged as Follows: ****

D06 - AGREEMENT	90.00	Blocks - Deeds - $300	300.00	Tax Affidavit TP 584	5.00

Recording Charge: 395.00

	Amount	Consideration Amount	RS#/CS#				
Tax-Transfer	0.00	0.00	RE 25227	Basic	0.00	Spec ASST	0.00
HEMPSTEAD				Local NY CITY	0.00	Spec ADDL SONYMA	0.00
				Additional MTA	0.00	Transfer	0.00

Tax Charge: 0.00

Property Description:

Line	Section	Block	Lot	Unit	Town Name
1	32	8	82A		HEMPSTEAD

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**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Nassau County, NY

File Information:

Document Number: 2019- 00054589
Receipt Number: 1531546
Recorded Date/Time: July 03, 2019 10:38:06A
Book-Vol/Pg: Bk-D Vl-13820 Pg-23
Cashier / Station: 0 IJC / NCCL-CCR1FP2

Record and Return To:

GERARD M BAMBRICK ESQ
INC VILLAGE OF FLORAL PARK
ONE FLORAL BLVD
FLORAL PARK NY 11002

NASSAU COUNTY STATE OF NEW YORK

Maureen O'Connell

County Clerk Maureen O'Connell

THIS INDENTURE made this 4th day of November, 2016,

between THE PEOPLE OF THE STATE OF NEW YORK acting by and through the Franchise Oversight Board having its office and place of business in c/o Executive Chamber, State Capitol, Albany, New York 12242, hereinafter referred to as the "Grantor," and the Village of Floral Park, a municipal corporation, having a principal office and place of business at One Floral Boulevard, Floral Park, New York 11001, hereinafter referred to as the "Grantee";

S:32
B:B
L:82A

WITNESSETH, that the Grantor, pursuant to Section 212, subdivision 8(a)(viii) of the Racing, Pari-Mutuel Wagering and Breeding Law, and in consideration of good and valuable consideration provided by the Grantee and upon the terms and conditions hereinafter expressed, does hereby give and grant unto the Grantee and the assigns of the Grantee, the right, privilege and easement to install and maintain a recharge basin and other drainage areas and the appurtenances thereof, hereinafter collectively referred to as the "Recharge Basin," on the land described as follows:

RECHARGE BASIN PARCEL

ALL that certain plot, piece or parcel of land, situate, lying and being near the Hamlet of Elmont, Town of Hempstead, County of Nassau and State of New York, said parcel being more particularly bounded and described as follows:

BEGINNING at a point being distant South 83° 22' 54" East, 498.76 feet from the point formed by the intersection of the westerly line of Elm Avenue with the southerly filed map line of *Map No. 1, The Floral Park Land Company (Baylis Farm) at Floral Park*, filed in Queens County on August 8, 1893 as No. 670, and filed in Nassau County as Case No. 1541;

RUNNING THENCE the following six (6) courses;

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1. South 83° 22' 54" East along said southerly filed map line, a distance of 477.43 feet to a point;

2. THENCE South 05°02'24" West, a distance of 455.30 feet to a non-tangent circular curve;

3. THENCE along a circular curve bearing to the left having a radius of 650.00 feet and a length of 508.25 feet to a point, said curve being subtended by a chord of North 57° 06' 52" West, a distance of 495.41 feet;

4. THENCE South 46° 40' 55" West, a distance of 50.16 feet to a point;

5. THENCE North 30° 49' 26" West, a distance of 22.09 feet to a point;

6. THENCE North 06° 37' 06" East, a distance of 256.73 feet to the point or place of BEGINNING.

CONTAINING within said bounds 146,113 sq. ft. or 3.354 acres, more or less.

NORTHERLY 20' WIDE DRAINAGE EASEMENT

ALL that certain plot, piece or parcel of land, situate, lying and being near the Hamlet of Elmont, Town of Hempstead, County of Nassau and State of New York, said parcel being more particularly bounded and described as follows:

BEGINNING at a point being distant South 83° 22' 54" East, 15.77 feet from a point formed by the intersection of the westerly line of Elm Avenue with the southerly filed map line of *Map No. 1, The Floral Park Land Company (Baylis Farm) at Floral Park*, filed in Queens County on August 8, 1893 as No. 670, and filed in Nassau County as Case No. 1541;

RUNNING THENCE the following ten (10) courses;

1. South 83° 22' 54" East, along said filed map line a distance of 21.00 feet to a point;

2. THENCE South 11°08'05" East, a distance of 46.16 feet to a point;

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3. THENCE South 86° 26'40" East, a distance of 237.41 feet to a point;

4. THENCE North 11° 08' 05" West, a distance of 32.85 feet to the southerly line of said filed map;

5. THENCE South 83° 22' 54" East, along said filed map line a distance of 21.00 feet to a point;

6. THENCE South 11° 08' 05" East, a distance of 31.69 feet to a point;

7. THENCE South 86° 26' 40" East, a distance of 190.47 feet to a point;

8. THENCE South 06° 37' 06" West, a distance of 20.03 feet to a point;

9. THENCE North 86° 26' 40" West, a distance of 462.92 feet to a point;

10. THENCE North 11° 08' 05" West, a distance of 68.00 feet to the point or place of BEGINNING.

CONTAINING within said bounds 10,901 sq. ft. or 0.250 acres, more or less.

SOUTHERLY 20' WIDE DRAINAGE EASEMENT

ALL that certain plot, piece or parcel of land, situate, lying and being near the Hamlet of Elmont, Town of Hempstead, County of Nassau and State of New York, said parcel being more particularly bounded and described as follows:

BEGINNING at a point being distant South 10° 09' 09" West, 566.85 feet from a point formed by the intersection of the westerly line of Elm Avenue with the southerly filed map line of *Map No. 1, The Floral Park Land Company (Baylis Farm) at Floral Park*, filed in Queens County on August 8, 1893 as No. 670, and filed in Nassau County as Case No. 1541;

RUNNING THENCE the following ten (10) courses;

1. South 61° 48' 08" East, a distance of 57.08 feet to a point;

2. THENCE North 43°23'57" East, a distance of 234.47 feet to a point;

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3. THENCE North 64° 10'35" East, a distance of 193.14 feet to a point;

4. THENCE North 84° 19' 23" East, a distance of 181.40 feet to a point;

5. THENCE South 30° 49' 26" East, a distance of 22.09 feet to a point;

6. THENCE South 84° 19' 23" West, a distance of 187.23 feet to a point;

7. THENCE South 64° 10' 35" West, a distance of 185.92 feet to a point;

8. THENCE South 43° 23' 57" West, a distance of 246.10 feet to a point;

9. THENCE North 61° 48' 08" West, a distance of 65.85 feet to a point;

10. THENCE North 10° 09' 09" East, a distance of 21.03 feet to the point or place of BEGINNING.

CONTAINING within said bounds 13,512 sq. ft. or 0.310 acres, more or less.

All as shown on a map entitled "Prepared for: Inc. Village of Floral Park, Map of: Proposed Recharge Basin, Elmont Park Property, Located at: Elmont Adjacent to Floral Park, County of: Nassau, New York," prepared by AK Associates Professional Land Surveyors, dated November 4, 2014 and filed in the New York State Office of General Services as OGS Map No. 2501.

This grant of easement is for a term of fifty (50) years from January 1, 2015, unless this easement is sooner terminated as hereinafter provided, and is made and accepted subject to the following terms and conditions:

1. At the expiration or sooner termination of the easement hereby granted, unless the parties agree otherwise in writing, the Grantee shall, at its own cost and expense and at no expense to the Grantor, promptly remove the said Recharge Basin from the land affected and leave said land in as nearly the same condition as possible as it was prior to any construction by the Grantee.

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2. The easement hereby granted is granted only with respect to the Recharge Basin. The Grantee agrees to maintain the Recharge Basin and the land upon which it sits at its own cost and expense, and at no expense to the Grantor, during the term of this easement. Such maintenance shall include, at a minimum, annual cleaning of the Draining Basin and regular maintenance of the affected land. If the Recharge Basin shall not have been maintained and used for a period of two years, the easement shall cease and determine without action to such effect being taken by the Grantor and all the rights of the Grantee, and its assigns, shall then terminate and, furthermore, in such event, the provisions for removal of said Recharge Basin above set forth in Paragraph 1 shall apply in the same manner and to the same effect as so set forth.

3. The Grantee assumes all risk in the construction, reconstruction, installation, repair, maintenance, operation and/or removal of the Recharge Basin referred to in this Indenture, and shall be solely responsible and answerable in damages for any and all accidents and injuries to person or property (including death), and hereby covenants and agrees to indemnify and hold harmless the Grantor from any violation by the Grantee, its agents, employees, or contractors, of any law, ordinance, rule or regulation affecting or relating to the construction, reconstruction, installation, repair, maintenance, operation and/or removal of said Recharge Basin, and from any and all claims, suits, losses, damages or injuries to person or property (including death) of every kind and nature whether direct or indirect, arising out of the construction, reconstruction, installation, repair, maintenance, operation and/or removal thereof, or the carelessness, negligence or improper conduct of the Grantees or any contractor, servant, agent or employee thereof and to pay for and on behalf of the Grantor any and all charges, fees, expenses, costs or judgments arising therefrom. The Grantee agrees, upon being

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requested so to do, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the Grantor in connection with any such claim, suits, losses or liens as aforesaid.

4. Until such time as construction of the Recharge Basin is complete, the Grantee agrees to continue to maintain in good and operable condition the recharge basin on Grantor's lands that Grantee is currently using and shall provide written notice to the Grantor when the new Recharge Basin is operating. Upon the provision of such notice, the Grantee shall relinquish all right, title and interest in and to the current recharge basin and, upon the written request of the Grantor, remove at once the said current recharge basin from the land affected and leave said land in as nearly the same condition as possible as it was prior to any use by the Grantee.

5. Grantor shall have the right of access to make such repairs to the easement area, or any part thereof, that Grantor deems desirable or necessary for the safety or preservation of the same, or as may be required by any governmental authority, but this provision shall not be deemed to impose any obligation on Grantor to make any repairs or alterations.

6. In the event that the Grantee fails to perform any of its obligations as set forth in this easement, the Grantor shall have the option, but not the requirement, to perform such obligations and bill the Grantee for the cost of the same. The Grantee shall pay such bills within thirty (30) days of receipt of the same.

7. This easement hereby granted shall not be modified, assigned or transferred without the written consent of the Grantor.

8. The easement hereby granted is intended to affect only the right, title and interest of the Grantor in the aforedescribed parcel of land.

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The word "Grantee" shall be construed as if read "Grantees" whenever the sense of this Indenture so requires. The use of the neuter pronoun in any reference to "Grantee" shall be construed to include any individual "Grantee," and the word "successors" shall be construed as if read "heirs" whenever the sense of this Indenture so requires.

All the covenants, terms and conditions in this Indenture shall run with the land and inure to the benefit of and be binding upon the executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized representative on the day and year first above written.

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THE PEOPLE OF THE STATE OF NEW YORK,
acting by and through
the FRANCHISE OVERSIGHT BOARD

By: _____

Robert T. Williams
Chair

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

On the 4th day of November in the year 2016, before me, the undersigned personally appeared **Robert T. Williams**, 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
Qualified in County of: Schenectady
My Commission Expires: 02/02/17

Toni Stafford
Notary Public - State of New York
No. 01ST6200409
Qualified in Schenectady County
My Commission Expires 2/2/2017

Approved as to form this 28th day
of November, 2016

ERIC T. SCHNEIDERMAN
Attorney General

By _____

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EASEMENT

THE PEOPLE OF THE STATE OF NEW YORK

TO

Village of Floral Park

Recorded in the Department of State in Volume 58 of Miscellaneous Deeds and Title Papers at page 89 on December 8, 2016

Brendan Fitzgerald
Executive Deputy Secretary of State

By J. Cowie

Linda Lasch
Miscellaneous Records

Record + Return:
GERARD M. BAMBRICK, ESQ.
Inc. VILLAGE OF FLORAL PARK
One FLORAL BLVD
FLORAL PARK, NY 11002

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