

ADDENDUM NO. 1

NAME: Purchase and Development of Real Property - RFP No. TNH 143-2016

DATE: June 20, 2016

TO: All Prospective Proposers

This amendment is being issued in response to a questions asked of the Town in regard to the RFP:

- 1. Q. Will an assisted living facility use be considered favorably for the site? Does the deed restriction prohibit that use?**

A. At this time, the Town cannot judge one use over another. However, the Town's deed to the property does contain a restriction that the property "shall not be used or developed for residential housing of any kind." Whether or not the deed restriction would prohibit the use stated above, the property would need to be re-zoned from its current zoning of Residence-AAA. A copy of the Town's deed to the property is attached to this amendment. Also, see the answer below for further information.

- 2. Q. What is the permitted use of the property and can it be used as a contractor's working yard with office space? Can the property be used for outdoor parking and storage of materials such as wood chips, logs, topsoil and firewood? Can the property be used for wholesale and retail of the above stated materials? Can the property be used to park bucket trucks, log loaders and chip trucks?**

A. Currently, the property is zoned Residence-AAA, which would not permit the uses mentioned above. However, as the property cannot be used residentially (by deed restriction – see the answer to Question 1 and the attached), the Town envisions rezoning the property after proposals have been submitted and reviewed. In the RFP, it was envisioned that the property would be rezoned to Business-A, as that zone permits a wide variety of commercial uses.

The Business-A zone does not permit the uses stated above. However, proposers are free to submit a proposal for any use of the property within the guidelines of the RFP. This could involve rezoning the property to a zone other than Business-A.

The "ADDENDUM NO. 1 RECEIPT ACKNOWLEDGEMENT FORM" on the last page of this Addendum No. 1 must be signed and dated in the spaces provided and submitted with your Proposal. All Proposers must submit this form with its Proposal regardless of the content contained in each Addendum.

ADDENDUM NO.1 RECEIPT ACKNOWLEDGEMENT FORM

REQUEST FOR PROPOSALS FOR PURCHASE AND DEVELOPMENT OF REAL PROPERTY RFP No. TNH143-2016

By signing this Acknowledgement and submitting same with its Proposal submission, the undersigned Proposer acknowledges receipt of this Addendum No. 1. Proposer further acknowledges that it has read and reviewed the information contained herein, understands same, and that its questions, if any presented, have been answered satisfactorily. Proposer agrees that it shall incorporate/consider the information contained in this Addendum No. 1 in preparing and providing its proposal price. In addition, this Addendum No.1 Receipt Acknowledgement Form must be signed and dated and attached to the proposal submittal.

Signature: _____

Company Name: _____

Proposer Acknowledgement Date: _____

Print & Sign Company Principal Name & Title: _____

CLERK



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 01-14-2008
Recorded Time: 12:22:24 p

Record and Return To:
TOWN OF NORTH HEMPSTEAD
OFFICE OF THE TOWN CLERK
220 PLANDOME RD
MANHASSET, NY 11030

Liber Book: D 12357
Pages From: 474
To: 479

Control
Number: 1213
Ref #: RE 012080
Doc Type: D12 DEED COMMERCIAL/VACANT LAND

Location:	Section Block	Lot	Unit
N. HEMPSTEAD (2822)	0006	00053-00	01058
Consideration Amount:	10.00		

	Taxes Total	.00
	Recording Totals	223.00
GSC001	Total Payment	223.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK



2008011401213

MC
CLERK

2
6

Section 6, Block 53, Lot 1058

BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTOR'S ACTS

THIS INDENTURE (this "Indenture"), made as of the 18 day of October, 2007 between the COUNTY OF NASSAU (the "Grantor"), a municipal corporation having an address at One West Street, Mineola, New York, 11501, and the TOWN OF NORTH HEMPSTEAD (the "Grantee"), a municipal corporation having an address at 220 Plandome Road, Manhasset, New York 11030.

WITNESSETH, that Grantor, in consideration of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto Grantee, its heirs or successors and assigns forever all of that certain plot, piece or parcel of land known and designated as Section 6, Block 53, and Lot 1058 on the Land and Tax Map of the County of Nassau, State of New York, all as more particularly bounded and described on Schedule A attached to this Indenture (the "Premises").

TOGETHER with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the property to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights of Grantor in and to the Premises.

TO HAVE AND TO HOLD the Premises herein granted unto Grantee, its heirs or successors and assigns forever, subject to the reservations, restrictions, covenants, and conditions herein contained.

AND the Grantor covenants that it has not done or suffered anything whereby the Premises has been incumbered in any way whatever.

AND Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Grantor 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.

SUBJECT TO, however, the following:

The Grantee, by the acceptance of this Indenture, covenants and agrees for itself and its successors and assigns as follows:

- (i) The said Premises shall not be used or developed for residential housing of any kind,
- (ii) Ten (10) acres of the above described Premises shall be forever used and maintained as and for open space, as that term is defined in § 247 of the New York State General Municipal Law,
- (iii) If the said Premises is to be subdivided or apportioned in any way, the covenants and conditions contained herein shall be substantially incorporated in subsequent deeds relating to each portion of the said premises,
- (iv) Any sale, transfer, lease or license of the said Premises by the Grantee shall be preceded by the issuance of a request for proposals in compliance with all applicable laws,
- (v) If the Grantee shall sell, transfer, lease or license the said Premises, fifty (50%) percent of the amount (the "Net Proceeds"), if any, by which (a) all sums and other consideration paid to the Grantee by the party to whom the said Premises is sold, transferred, leased or licensed exceeds (b) the amount of the all reasonable and customary out-of-pocket expenses incurred by the Grantee with respect to improvements on the said Premises and relating to the resale, transfer, lease or license, including, but not limited to New York State Transfer Taxes (but not income taxes), legal fees, brokerage commissions, advertising and promotion expenses, shall be paid to the County of Nassau; and fifty

(50%) percent of the Net Proceeds shall be retained by the Grantee (the "Grantee's Net Proceeds") and specifically earmarked and used solely for investment into parks and roads located within the Town of North Hempstead. Notwithstanding the foregoing, five (5%) percent of the Grantee's Net Proceeds shall be applied to the Town of North Hempstead's Environmental Trust Fund,

- (vi) In the event that any portion of the said Premises is used and maintained as and for public park or open space purposes, then all Nassau County residents shall be allowed to use and enjoy the said Premises at such times and on such terms and conditions as shall residents of the Grantee or its successors and assigns.

In the event that there is a breach of any of the conditions or covenants herein by Grantee or its successors and assigns, the County may provide written notice to Grantee, its successors and assigns, of said breach, which notice shall provide Grantee with a thirty (30) day period to cure its breach, and in the absence of such cure, at the option of the County, all right, title and interest in and to all of the said premises shall revert to the County of Nassau and the County shall have the right to enter upon said premises. Nassau County's failure to assert any of its rights under this Indenture, including, without limitation, the right of reversion, shall not constitute a waiver of such rights. In the event that any of the conditions or covenants herein shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining conditions or covenants shall not in any way be affected or impaired thereby. It is the intention of the Grantor and Grantee that these covenants and conditions shall run with the land and shall be binding upon its Grantee and its successors and assigns."

[Remainder of page intentionally left blank.]

NC CLERK

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Indenture as of the day and year first-above written.

In presence of

COUNTY OF NASSAU

By *John P. Donnelly*
John P. Donnelly
Chief Deputy County Executive

ACCEPTED AND AGREED TO:
Town of North Hempstead

By *[Signature]*

State of New York)

County of Nassau) ss.:

On this 18th day of October in the year 2007 before me, the undersigned personally appeared John P. Donnelly, Chief Deputy County Executive, 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 person upon behalf of which the individual acted, executed the instrument.

[Signature]
Signature and Office of the individual taking proof

State of New York)

County of Nassau) ss.:

KEVIN WALSH
Notary Public, State of New York
No. 02WA4956523
Qualified in Suffolk County
Commission Expires Sept. 26, 2009

On this 18th day of October in the year 2007 before me, the undersigned personally appeared Christopher S. Sapor, Deputy Supervisor of the Town of North Hempstead, 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 acknowledge to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Andrew M. Hyman
Signature and Office of the individual taking proof

ANDREW M. HYMAN
Notary Public State of New York
Reg. No. 02HY4795939
Qualified in Nassau County
Commission Expires 07/24/2010

Schedule A

NO. 0000
DESCRIPTION OF PROPERTY

ALL THAT PIECE OR PARCEL OF LAND, situated, lying and being in the Town of North Hempstead, Nassau County, New York, said piece or parcel of land being more particularly described as follows:

BEGINNING AT A POINT on the westerly line of West Shore Road said point being 1243.56 feet northerly along the westerly line of West Shore Road from the intersection of the westerly line of West Shore Road with the northerly line of Fairway Drive;

Running thence South $71^{\circ}15'22''$ West, for a distance of 724.49 feet;

Running thence North $25^{\circ}45'09''$ West, for a distance of 468.38 feet;

Running thence North $22^{\circ}22'38''$ East, for a distance of 523.64 feet;

Running thence along the arc of a curve to the right having a radius of 4000.00 feet a distance of 759.31 feet;

Running thence North $06^{\circ}09'43''$ West, for a distance of 1000.72 feet;

Running thence along the arc of a curve to the left having a radius of 2600.00 feet a distance of 729.04 feet;

Running thence South $86^{\circ}32'40''$ East, for a distance of 14.03 feet to the westerly line of West Shore Road ;

Running thence along the arc of a curve to the right having a radius of 5957.00 feet a distance of 344.00 feet;

Running thence along the arc of a curve to the right having a radius of 19,957 feet a distance of 1243.49 feet;

Running thence South $18^{\circ}28'14''$ East, for a distance of 1690.42 feet;

Running thence along the arc of a curve to the left having a radius of 5031.00 feet a distance of 31.48 feet to the point or place of BEGINNING.

Containing within said bounds 1,170,259 square feet or 26.865 acres more or less.

The above described parcel of land being shown on the Nassau County Land and Tax Map as Section 6, Block 53, Lot 1058.

NO CLERK

Contract No.....

COUNTY OF NASSAU

TO

TOWN OF NORTH HEMPSTEAD

BARGAIN AND SALE DEED WITH
COVENANTS AGAINST GRANTOR'S ACTS

THE LAND AFFECTED BY THE WITHIN
INSTRUMENT LIES IN SECTION 6
BLOCK 53 LOT 1058 ON THE LAND AND
TAX MAP OF THE COUNTY OF NASSAU

RECORD AND RETURN

TO

TOWN OF NORTH HEMPSTEAD
OFFICE OF THE TOWN CLERK
220 PLANDOME ROAD
MANHASSET, NEW YORK 11030
