

**AMENDMENT NO. 8 TO CONTRACT FOR SALE OF LAND FOR
PRIVATE REDEVELOPMENT**

This Amendment No. 8 to Contract for Sale of Land for Private Redevelopment, which amendment is dated December 16, 2015 (“Eighth Amendment”), amends that certain Contract for Sale of Land for Private Redevelopment, dated as of May 14, 2003, as amended by Amendment No. 1, dated April 12, 2005 (“First Amendment”), Amendment No. 2, dated September 9, 2008 (“Second Amendment”), Amendment No. 3, dated October 14, 2009 (“Third Amendment”), Amendment No. 4, dated June 29, 2012 (“Fourth Amendment”), Amendment No. 5, dated June 24, 2014 (“Fifth Amendment”), Amendment No. 6, dated December 9, 2014 (“Sixth Amendment”), and Amendment No. 7, dated June 23, 2015 (“Seventh Amendment”), by and among GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York (which, together with any successor public body or office hereafter designated by or pursuant to Law, is hereinafter called the “IDA”), having its office at 9-13 Glen Street, Glen Cove, New York 11542, GLEN COVE COMMUNITY DEVELOPMENT AGENCY, a public benefit corporation of the State of New York (which, together with any successor public body or office hereafter designated by or pursuant to Law, is hereinafter called the “CDA”), having its office at 9-13 Glen Street, Glen Cove, New York 11542, and RXR GLEN ISLE PARTNERS LLC (formerly known as RexCorp-Glen Isle Partners, LLC) (as assignee of the interest as Redeveloper of GLEN ISLE PARTNERS, LLC, formerly known as Glen Isle Development Company, LLC), a limited liability company organized and existing under the Laws of the State of Delaware and authorized to do business in the State of New York (hereinafter called the “Redeveloper”) and having an office for the transaction of business at 625 RXR Plaza, Uniondale, New York 11747, (together, the Contract

for Sale of Land for Private Redevelopment, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment is referred to as the “Agreement”). The IDA and the CDA are sometimes collectively referred to herein as the “Agencies.” IDA, CDA, and the Redeveloper are sometimes collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties agree that the amendments to the Agreement provided for herein are necessary or desirable to clarify and/or amend certain provisions of the Agreement in order to facilitate the successful execution of the Project; and

WHEREAS, the Parties recognize that while there need to be further amendments to this Agreement as certain matters become further clarified, various sections of the Agreement need to be modified at this time to bring them into conformance with the substance and spirit of the Amendments hereunder.

NOW, THEREFORE, the Agencies and the Redeveloper agree, as follows:

I. Defined Terms. Unless stated specifically herein to the contrary, all undefined capitalized words in this Eighth Amendment shall have the meanings provided in the Agreement.

II. Amendments and Clarifications to the Agreement.

The following Sections of the Agreement are hereby amended, as follows:

1. The description of the Property annexed as Exhibit 3 to the First Amendment is hereby deleted in its entirety, and replaced with the description of the Property annexed to this Eighth Amendment as Exhibit 1, which for all purposes shall be Schedule A to the Agreement. All references to the Property in the Agreement shall refer to and mean the Property as described in Exhibit 1 that is attached to this Eighth Amendment.

2. The following is hereby added to Section 5.04(h) of the Agreement:

“Redeveloper further agrees to advance to the Agencies (i) the additional sum of \$268,100.00 simultaneously with the recording of the mortgage and related documents referred to in the last sentence of this paragraph, (ii) the additional sum of \$222,000.00 on or before December 15, 2015, (iii) the additional sum of \$500,000 on or before December 15, 2015, and (iv) up to an additional amount of \$500,000 as shall be agreed upon in good faith by Redeveloper and the Agencies to cover additional Project related costs and expenses of the Agencies at such time or times as may be reasonably necessary, all of which sums shall be: (x) applied by the Agencies toward their reasonable and actual fees, costs and expenses directly related to the Project; (y) “Redeveloper Advances” as such term is defined in this Agreement. The amounts described in clause (iii) above shall be deemed credits against Redeveloper’s obligation to pay the Purchase Price. The Parties further agree that they shall simultaneously herewith execute and deliver such mortgage note and related documents, and record the mortgage and related documents in the forms hereto annexed necessary to encumber the Property to secure such additional Redeveloper Advances pursuant to the terms hereof.”

3. A new Section 5.04 (j) is added to read, as follows:

Immediately following the execution of this Eighth Amendment, the Parties shall prepare, execute and record any and all mortgage modification, release and spreader agreements

and related documents necessary to replace the description of the Property in any previously recorded mortgage with the description of the Property that is annexed to this Eighth Amendment as Exhibit 1, provided, that Redeveloper shall promptly release from the lien of any and all mortgages recorded pursuant to this Agreement that portion of the Property commonly referred to as Li Tungsten Lower C at such time as the IDA and/or CDA obtains grants or other funding from any agency with respect to the development of a parking structure on Li Tungsten Lower C. The Parties agree that the precise use(s) and ownership of Li Tungsten Lower C shall be determined in the future, including appropriate parking for uses within the PUD Master Development Plan for the Project, and nothing contained herein shall be construed as (a) the Parties agreeing to eliminate Li Tungsten Lower C from the Property that is the subject of the Agreement, or (b) the Parties agreeing to eliminate the presently planned use of Li Tungsten Lower C as commercial space as shown on the approved PUD Master Development Plan, which commercial space shall be developed either on Lower C and/or elsewhere within the Property.

4. At the end of Section 2.13(a), add the following:

Notwithstanding anything to the contrary contained herein, the Ferry Terminal site shall remain in public ownership and shall not be conveyed to the Redeveloper as part of the Closing. In the event that the IDA and/or City, as the case may be, proposes at any time to convey the Ferry Terminal site or enter into a lease regarding the use of the Ferry Terminal site, to the extent permitted by law, for non-ferry or other non-municipal use, to or with any third-party, the Redeveloper shall be promptly notified in writing of the proposed use and user and the terms of sale and/or lease of the Ferry Terminal site and the Redeveloper shall have a Right of First Refusal/First Offer to acquire or lease the Ferry Terminal site on the terms proposed to or by such third-party (or on other terms as may be agreed upon by the Agencies, City and

Redeveloper). The precise terms and mechanics of such Right of First Refusal/First Offer shall be negotiated in good faith by the Parties and included as part of the next amendment of this Agreement.

III. Ratification of the Agreement. In each instance in which a provision of this Eighth Amendment may contradict or be inconsistent with the provision or provisions of the Agreement, the provisions of this Eighth Amendment shall prevail and govern and the contradicted or inconsistent provisions of the Agreement shall be deemed amended accordingly. In each instance in which there is an ambiguity or uncertainty whether a provision of this Eighth Amendment may contradict or be inconsistent with a provision(s) of the Agreement, the Parties shall use best efforts and cooperate to reconcile and resolve the ambiguity in accordance with the intent of the Parties, and execute an amendment to the Agreement to effect such resolution if deemed necessary and appropriate by the Parties. The Agreement as so modified and all of the other terms and conditions of the Agreement are hereby ratified and confirmed. This Amendment may be executed in counterparts all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the IDA and the CDA has caused this Eighth Amendment to be duly executed in its name and behalf of its Chairman, and the Redeveloper has caused this Eighth Amendment to be duly executed on or as of the date first above written.

[The balance of this page is intentionally left blank. Signature page follows.]

ATTEST:



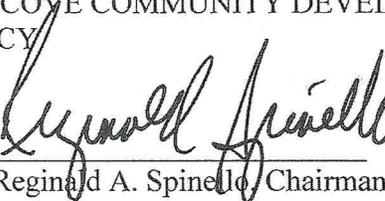
GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

By: 
Reginald A. Spinello, Chairman

ATTEST:



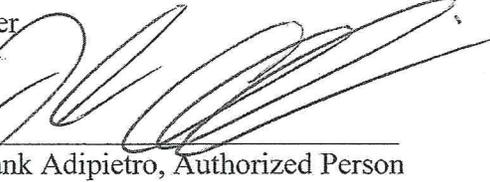
GLEN COVE COMMUNITY DEVELOPMENT AGENCY

By: 
Reginald A. Spinello, Chairman

ATTEST:



RXR GLEN ISLE PARTNERS LLC,
RXR GLEN ISLE HOLDINGS LLC, Manager
By: RXR FUND II GLEN ISLE INVESTOR LLC,
Member

By: 
Frank Adipietro, Authorized Person

ATTEST:



RXR GLEN ISLE MANAGER LLC, Manager

By: 
Frank Adipietro, Authorized Person

ATTEST:

POSILLICO MANAGEMENT AT GLEN ISLE LLC, Manager

By: _____
Michael Posillico, Manager

ATTEST:



GLEN COVE INDUSTRIAL DEVELOPMENT
AGENCY

By: 
Reginald A. Spinello, Chairman

ATTEST:



GLEN COVE COMMUNITY DEVELOPMENT
AGENCY

By: 
Reginald A. Spinello, Chairman

ATTEST:

RXR GLEN ISLE PARTNERS LLC,
RXR GLEN ISLE HOLDINGS LLC, Manager
By: RXR FUND II GLEN ISLE INVESTOR LLC,
Member

By: _____
Frank Adipietro, Authorized Person

ATTEST:

RXR GLEN ISLE MANAGER LLC, Manager

By: _____
Frank Adipietro, Authorized Person

ATTEST:

POSILICO MANAGEMENT AT GLEN
ISLE LLC, Manager

By: 
Michael Posillico, Manager

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

On the _____ day of December in the year 2015 before me, the undersigned, a Notary Public in and for said state personally appeared Frank Adipietro, personally known to me or proved to me on the basis of satisfactory evidence to be the person 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 person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public
Commission Expires: _____

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

On the _____ day of December in the year 2015 before me, the undersigned, a Notary Public in and for said state personally appeared Frank Adipietro, personally known to me or proved to me on the basis of satisfactory evidence to be the person 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 person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public
Commission Expires: _____

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

On the 23 day of December in the year 2015 before me, the undersigned, a Notary Public in and for said state personally appeared Michael Posillico, personally known to me or proved to me on the basis of satisfactory evidence to be the person 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 person, or the entity upon behalf of which the person acted, executed the instrument.



Notary Public
Commission Expires: 04/20/2019

AUDRA SCHMITT
Notary Public, State of New York
No. 01SC6323475
Qualified in Suffolk County
Commission Expires April 20, 2019

SCHEDULE A - LEGAL DESCRIPTION

TITLE NO. ECA34923

PARCEL 1:SECTION: 21; BLOCK: A; LOTS: P/o 142 ALL OF LOTS 431, 542 – 545

EXCEPTING THEREFROM SO MUCH AS WAS CONVEYED TO THE CITY OF GLEN COVE.

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

BEGINNING at a point on the northwesterly line of Garvies Point Road, as conveyed to the City of Glen Cove (hereinafter the "new northwesterly line of Garvies Point Road") at the extreme southwesterly end of the curve which connects the westerly line of Dickson Lane as conveyed to the City of Glen Cove (hereinafter "new westerly line of Dickson Lane") and the new northwesterly line of Garvies Point Road;

RUNNING THENCE south 53 degrees 17 minutes 56 seconds west along the new northwesterly of Garvies Point Road, 54.33 feet to land now or formerly of 1 Garvies Point, LLC;

THENCE north 11 degrees 33 minutes 39 seconds west, along said land now or formerly of 1 Garvies Point LLC, 534.50 feet to a point;

THENCE south 78 degrees 26 minutes 21 seconds west, still along said land now or formerly of 1 Garvies Point LLC, 200.00 feet, to a point in lands now or formerly Mattice Industrial Sales Co., Inc.;

THENCE north 11 degrees 33 minutes 39 seconds west, along said lands now or formerly of Mattice Industrial Sales Co., Inc., 20.59 feet, to a point;

THENCE south 78 degrees 26 minutes 21 seconds west, still along lands now or formerly of Mattice Industrial Sales Co., Inc., 320.22 feet to lands now or formerly of the County of Nassau;

THENCE north 11 degrees 33 minutes 39 seconds west, along said lands now or formerly of the County of Nassau, 311.46 feet to a point in lands now or formerly of Fair Housing Development Fund Corp.;

THENCE the following five (5) courses and distances along said lands now or formerly of Fair Housing Development Fund Corp.;

1. north 78 degrees 34 minutes 21 seconds east, 193.47 feet;
2. north 12 degrees 18 minutes 48 seconds west, 158.24 feet;
3. north 03 degrees 22 minutes 06 seconds east, 140.00 feet;
4. north 33 degrees 52 minutes 06 seconds east, 80.00 feet; and
5. north 78 degrees 52 minutes 06 seconds east, 186.87 feet to a point to lands now or formerly of A .F. Kaufman, Inc.

THENCE along said lands now or formerly of A .F. Kaufman, Inc. the following (2) courses and distances:

1. south 11 degrees 55 minutes 54 seconds east, 179.70 feet;
2. north 80 degrees 48 minutes 06 seconds east, 324.31 feet to the present westerly line of Dickson Lane, and;

RUNNING the following two (2) courses and distances along the present westerly line of Dickson Lane;

1. south 11 degrees 15 minutes 54 seconds east, 477.61 feet to a point; and
2. south 05 degrees 31 minutes 54 seconds east, 66.36 feet to a point;

THENCE south 84 degrees 28 minutes 06 seconds west, 14.04 feet to the new westerly line of Dickson Lane;

RUNNING the following six (6) courses and distances along the new westerly line of Dickson Lane:

1. south 10 degrees 28 minutes 51 seconds east, 16.51 feet to a point;
2. south 33 degrees 12 minutes 57 seconds west, 59.31 feet to a point;
3. south 62 degrees 21 minutes 56 seconds west, 27.07 feet to a point;
4. south 11 degrees 35 minutes 34 seconds east, 72.98 feet to a point;
5. generally easterly and southeasterly and southerly along the arc of a curve bearing to the right having a radius of 60.50 feet a distance of 103.23 feet to a point of compound curve; and
6. generally southerly and southwesterly along the arc of a curve bearing to the right having a radius of 340.50 feet a distance of 322.24 feet to the new northwesterly of Garvies Point Road, the point or place of BEGINNING.

TOGETHER with the benefits, but subject to the burdens of that certain 25 foot wide right of way as granted and reserved by Creek Development Corp. to Edna Dorfman by deed dated December 22, 1956, recorded January 14, 1957 in Liber 6153 of Deeds page 244 and reserved over premises southerly by deed dated December 22, 1956 made by Creek Development Corp. to Frank Marmorale. The centerline of such right-of-way being described as beginning 50 feet northerly from the division line of Tax Lots 545 and 505 and running thence southerly along the division line between Tax Lots 545, 489, 505 and 643, 468 and 643 to the northerly line of Garvies Point Road.

SCHEDULE A - LEGAL DESCRIPTION

TITLE NO. ECA34923

PARCEL 2: SECTION: 21; BLOCK: A; P/O LOTS 14, 15, 649, 650 AND ALL OF LOTS 459, 648-AND 541

EXCEPTING THEREFROM SO MUCH AS WAS CONVEYED TO THE CITY OF GLEN COVE.

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

BEGINNING at the corner formed by the intersection of the southeasterly line of Herb Hill Road, as conveyed to the City of Glen Cove (hereinafter the "new southeasterly line of Herb Hill Road"), and the present easterly line of Dickson Lane;

RUNNING THENCE generally northeasterly along the new southeasterly line of Herb Hill Road the following three (3) courses and distances:

1. northeasterly along the arc of a curve bearing to the left having a radius of 409.50 feet a distance of 94.68 feet to a point;
2. north 30 degrees 21 minutes 53 seconds east, 137.96 feet to a point;
3. north 64 degrees 46 minutes 34 seconds east, 604.90 feet to a point;

THENCE the following three (3) courses and distances:

1. south 21 degrees 45 minutes 39 seconds east, 104.00 feet, to a point;
2. south 70 degrees 19 minutes 01 seconds west, 56.88 feet, to a point;
3. south 21 degrees 45 minutes 39 seconds east, 111.94 feet to a point;

THENCE north 67 degrees 40 minutes 17 seconds east; 156.75 feet to a point;

THENCE south 21 degrees 45 minutes 39 seconds east, 145.72 feet to northerly line of Glen Cove Creek land of the United States of America by Liber 1719 of Deeds page 392; (hereinafter "Glen Cove Creek".)

THENCE along the said northerly line of Glen Cove Creek the following six (6) courses and distances:

1. south 57 degrees 57 minutes 27 seconds west, 258.08 feet to a point;
2. south 62 degrees 05 minutes 27 seconds west, 1.32 feet to a point;
3. north 21 degrees 50 minutes 53 seconds west, 8.70 feet to a point;
4. south 62 degrees 58 minutes 47 seconds west, 215.45 feet to a point;
5. south 62 degrees 05 minutes 27 seconds west, 333.70 feet to a point; and
6. south 62 degrees 25 minutes 57 seconds west, 44.81 feet to a point;

THENCE north 26 degrees 04 minutes 41 seconds west, 219.99 feet to the present easterly line of Dickson; and

THENCE north 05 degrees 31 minutes 54 seconds west, along the present easterly line of Dickson Lane, 31.30 feet to the corner aforesaid, the point or place of BEGINNING.

SCHEDULE A - LEGAL DESCRIPTION

TITLE NO. ECA34923

PARCEL 3: SECTION: 31; BLOCK: G; P/O LOT: 311

EXCEPTING THEREFROM SO MUCH AS WAS CONVEYED TO THE CITY OF GLEN COVE.

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

BEGINNING at the corner formed by the intersection of the present easterly line of Dickson Lane and the southerly line of The Place;

RUNNING THENCE along the southerly line of The Place the following two (2) courses and distances:

1. north 58 degrees 57 minutes 06 seconds east, 160.36 feet to a point;
2. north 56 degrees 28 minutes 06 seconds east, 20.59 feet to a point to the lands now or formerly of Konica Imaging USA, Inc.;

THENCE the following two (2) courses and distances along said lands now or formerly of Konica Imaging USA, Inc.

1. south 17 degrees 57 minutes 24 seconds east, 409.28 feet to a point;
2. south 22 degrees 40 minutes 49 seconds east, 429.00 feet to the present northerly line of Herb Hill Road; and

THENCE south 64 degrees 43 minutes 51 seconds west, along the present northerly line of Herb Hill Road, 254.52 feet to the northeasterly line of Dickson Lane, as conveyed to the City of Glen Cove, (hereinafter the "new northeasterly line of Dickson Lane);

THENCE the following four (4) courses and distances along the new northeasterly and new easterly line of Dickson Place;

1. north 86 degrees 34 minutes 38 seconds west, 31.15 feet to a point;
2. north 52 degrees 14 minutes 56 seconds west, 29.24 feet to a point;
3. north 10 degrees 28 minutes 51 seconds west, 10.82 feet to a point;

4. south 84 degrees 28 minutes 06 seconds west, 12.66 feet to a point; to the present easterly line of Dickson Lane; and

RUNNING THENCE the following two (2) courses and distances along the present easterly line of Dickson Lane;

1. north 05 degrees 31 minutes 54 seconds west, 61.71 feet to a point; and
2. north 11 degrees 15 minutes 54 seconds west, 723.06 feet to the aforementioned corner the point or place of BEGINNING.

SCHEDULE A - LEGAL DESCRIPTION

TITLE NO. ECA34923

PARCEL 4: SECTION: 21; BLOCK: 259; P/o LOT: 1

EXCEPTING THEREFROM SO MUCH AS WAS CONVEYED TO THE CITY OF GLEN COVE AND EXCEPTING A PORTION OF THE PREMISES TO BE KNOWN AS THE FERRY LOT.

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

BEGINNING on the southerly line of Garvies Point Road, as conveyed to the City of Glen Cove (hereinafter the "new southerly line of Garvies Point Road"), said point being the northeasterly corner of the property about to be described, being where the division line between premises herein described and premises to be known as the Ferry Lot intersect the new southerly line of Garvies Point Road;

RUNNING THENCE the following three courses and distances along the premises to be known as the Ferry Lot:

1. south 02 degrees 47 minutes 14 seconds east, 255.36 feet to point;
2. south 57 degrees 19 minutes 11 seconds west, 112.14 feet to a point;
3. south 31 degrees 25 minutes 53 seconds east, 44.15 feet to the northerly line of Glen Cove Creek land of the USA by Liber 1719 of Deeds Page 342 (hereinafter "Glen Cove Creek");

THENCE the following three (3) courses and distances along said northerly line of Glen Cove Creek

1. south 56 degrees 39 minutes 17 seconds west, 1105.69 feet to a point;
2. north 33 degrees 49 minutes 42 seconds west, 34.79 feet to a point;
3. south 39 degrees 09 minutes 49 seconds west 38.08 feet to a point in the mean high water line of Hempstead Harbor;

THENCE along said mean high water line of Hempstead Harbor the following six (6) courses and distances:

1. north 16 degrees 46 minutes 23 seconds west, 23.78 feet to a point;

2. north 10 degrees 26 minutes 35 seconds west, 27.46 feet to a point;;
3. north 11 degrees 46 minutes 23 seconds west, 87.86 feet to a point;;
4. north 22 degrees 07 minutes 05 seconds west, 29.15 feet to a point;
5. north 24 degrees 56 minutes 03 seconds west, 68.57 feet to a point;;
6. north 60 degrees 45 minutes 29 seconds west, 74.14 feet to a point;

THENCE the following six (6) courses and distances:

1. north 44 degrees 03 minutes 39 seconds east, 103.80 feet to a point;
2. north 34 degrees 37 minutes 08 seconds west, 189.11 feet to a point;
3. north 58 degrees 17 minutes 31 seconds east, 66.00 feet to a point;
4. north 31 degrees 50 minutes 13 seconds west, 73.88 feet to a point;
5. north 60 degrees 54 minutes 56 seconds east, 40.23 feet to a point;
6. north 29 degrees 05 minutes 04 seconds west, 16.70 feet to a point in the new southerly line of Garvies Point Road;

THENCE easterly along the new southerly line of Garvies Point Road the following eight (8) courses and distances:

1. north 47 degrees 14 minutes 23 seconds east, 408.37 feet to a point of curve;
2. generally easterly along the arc of a curve bearing to the right having a radius of 341.50 feet a distance of 123.04 feet to a point of curve;
3. north 67 degrees 52 minutes 59 seconds east, 106.46 feet to a point;
4. generally easterly along the arc of a curve bearing to the right having a radius of 566.50 feet, a distance of 62.00 feet to a point;
5. north 74 degrees 09 minutes 13 seconds east, 571.72 feet to a point of curve;
6. generally easterly along the arc of a curve bearing to the right having a radius of 766.50 feet a distance of 303.47 feet to a point;
7. south 80 degrees 36 minutes 11 seconds east, 11.66 feet to a point; and
8. south 88 degrees 12 minutes 16 seconds east, 25.08 feet to the westerly line of the premises to be known as the Ferry Lot the point or place of BEGINNING.

SCHEDULE A - LEGAL DESCRIPTION

TITLE NO. ECA34923

PARCEL 5: SECTION: 21; BLOCK: A; P/O LOT: 12

EXCEPTING THEREFROM SO MUCH AS WAS CONVEYED TO THE CITY OF GLEN COVE AND A PORTION OF THE PREMISES TO BE KNOWN AS THE FERRY LOT

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

BEGINNING at a point on the southerly line of Garvies Point Road, as conveyed to the City of Glen Cove (hereinafter the "new southerly line Garvies Point Road") which point is distant the following two (2) courses and distances from the intersection of the present southeasterly line of Garvies Point Road with the present easterly line of Dickson Lane;

1. south 32 degrees 11 minutes 06 seconds west, 39.21 feet to a point of curve in the new southerly line of Garvies Point Road;
2. generally southwesterly along the new southerly line of Garvies Point Road and along the arc of a curve bearing to the right having a radius of 409.50 feet, a distance of 193.09 feet to the true point of beginning;

RUNNING THENCE from said point of beginning, south 25 degrees 24 minutes 21 seconds east, 108.29 feet to the northerly line of Glen Cove Creek land of the United States of America by Liber 1719 of Deeds page 392, (hereinafter "Glen Cove Creek");

THENCE along the northerly line of Glen Cove Creek the following three (3) courses and distances:

1. south 56 degrees 39 minutes 17 seconds west, 69.05 feet;
2. north 33 degrees 20 minutes 43 seconds west, 13.15 feet;
3. south 56 degrees 39 minutes 17 seconds west, 796.04 feet to the easterly line of the Ferry Lot;

THENCE north 14 degrees 12 minutes 28 seconds west, 112.10 feet to a point in the new southerly line of Garvies Point Road;

THENCE along the new southerly and southeasterly lines of Garvies Point Road, as it

winds and turns, the following six (6) courses and distances:

1. northeasterly along the arc of a curve bearing to the left having a radius of 488.50 feet, a distance of 196.82 feet to a point;
2. north 57 degrees 47 minutes 20 seconds east, 131.23 feet to a point of curve;
3. generally northeasterly along the arc of a curve bearing to the left having a radius of 1038.50 feet, a distance of 81.38 feet to a point;
4. north 53 degrees 17 minutes 56 seconds east, 288.50 feet to a point;
5. north 23 degrees 52 minutes 35 seconds east, 8.14 feet to a point;
6. north 53 degrees 17 minutes 56 seconds east, 102.15 feet to the point or place of BEGINNING.

SCHEDULE A - LEGAL DESCRIPTION

TITLE NO. ECA34923

PARCEL 6: SECTION: 21; BLOCK: A; P/O LOT: 114

EXCEPTING THEREFROM SO MUCH AS WAS CONVEYED TO THE CITY OF GLEN COVE.

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

BEGINNING at a point in the present southerly line of Garvies Point Road said point being the corner formed by the intersection of the present southerly line of Garvies Point Road with the present easterly line of Dickson Lane;

RUNNING THENCE south 26 degrees 04 minutes 41 seconds east, 219.99 feet to the northerly line of Glen Cove Creek, land of the United States of America by Liber 1719 of Deeds page 392 (hereinafter "Glen Cove Creek");

THENCE south 62 degrees 25 minutes 57 seconds west, along said northerly line of Glen Cove Creek 200.00 feet to a point;

THENCE north 25 degrees 24 minutes 21 seconds west, 108.29 feet to a point in the southerly line of Garvies Point Road, as conveyed to the City of Glen Cove (hereinafter the "new southerly line of Garvies Point Road"); and;

THENCE generally northeasterly along the new southerly and southeasterly lines of Garvies Point Road and along the arc of a curve bearing to the left having a radius of 409.50 feet, a distance of 193.09 feet to a point in the present southerly line of Garvies Point Road; and

THENCE north 32 degrees 11 minutes 06 seconds east, along the present southerly line of Garvies Point Road, 39.21 feet to the point or place of BEGINNING.

SCHEDULE A - LEGAL DESCRIPTION

TITLE NO. ECA34923

PARCEL 7: SECTION: 21; BLOCK: 259; LOTS: 2, and P/o LOTS 3 and 4

EXCEPTING THEREFROM SO MUCH AS WAS CONVEYED TO THE CITY OF GLEN COVE.

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

BEGINNING at a point on the mean high water line of Hempstead Harbor distant the following six (6) courses and distances from the point of intersection of the said mean high water line of Hempstead Harbor with the northerly line of Glen Cove Creek, land of the USA by Liber 1719 Cp 392, said point of beginning being also where the present line of Lot 2, Block 259 of Section 21 intersects the mean high water line of Hempstead Harbor;

1. north 44 degrees 03 minutes 39 seconds east, 103.80 feet to point;
2. north 34 degrees 37 minutes 08 seconds west, 189.11 feet to a point;
3. north 58 degrees 17 minutes 31 seconds east, 66.00 feet to a point;
4. north 31 degrees 50 minutes 13 seconds west, 73.88 feet to a point;
5. north 60 degrees 54 minutes 56 seconds east, 40.23 feet to a point;
6. north 29 degrees 05 minutes 04 seconds west, 16.70 feet to a point to the southerly line of Garvies Point Road, as conveyed to the City of Glen Cove for Roadway purposes (hereinafter the "new southerly line of Garvies Point Road");

THENCE the following four (4) courses and distances along the new southerly line of Garvies Point Road;

1. south 47 degrees 14 minutes 23 seconds west, 49.88 feet to a point of curve;
2. generally southwesterly, westerly and northwesterly along the arc of a curve bearing to the left having a radius of 80.00 feet a distance of 239.33 feet to a point;
3. south 55 degrees 48 minutes 17 seconds west, 15.26 feet to a point; and
4. south 44 degrees 42 minutes 14 seconds west, 163.72 feet to the mean high water line mark of Hempstead Harbor;

THENCE the following three (3) courses and distances along the mean high water line of Hempstead Harbor;

1. south 70 degrees 53 minutes 18 seconds east, 203.16 feet, to a point;
2. south 54 degrees 25 minutes 13 seconds east, 108.73 feet (108.64 feet deed) ;
3. south 60 degrees 45 minutes 29 seconds east, 25.97 feet to the point or place of BEGINNING.