

**RESOLUTION NO. 925 -2010, AUTHORIZING THE  
TEMPORARY TRANSFER OF DEVELOPMENT RIGHTS TO  
QUADRANGLE PROPERTIES, LLC**

**WHEREAS**, Quadrangle Properties, LLC of 30 Jericho Executive Plaza, Jericho, New York ("Quadrangle") has submitted a request to the Suffolk County Department of Health Services ("Department") for the development of a 34,390.50 square foot mixed use facility at Suffolk County Tax Map No. 0500-037.00-01.00-025.007, referred to as the "Motor Parkway Plaza;" and

**WHEREAS**, the Department determined that the proposed development exceeds the density standards contained in Article 6 of the Suffolk County Sanitary Code ("Article 6"); and

**WHEREAS**, Motor Parkway Plaza is not located within the boundaries of Suffolk County Sewer District No. - 18 Hauppauge Industrial (the "District") or within the boundaries of any other municipal sewer district, although it is near the border of the District; and

**WHEREAS**, Quadrangle has applied to the Suffolk County Sewer Agency ("Agency") for permission to connect to the District; and

**WHEREAS**, the planned expansion of the District is expected to be completed by January 1, 2016; and

**WHEREAS**, Quadrangle applied to the Board of Review of the Suffolk County Department of Health Services ("Board of Review") for a variance in order to develop the subject property for proposed uses with a sanitary design flow of 5,343 gallons per day; and

**WHEREAS**, the Board of Review, by decision dated September 17, 2010, has granted waivers to Quadrangle from Article 6 to proceed with the proposed development of Motor Parkway Plaza in excess of density if sanitary credits are temporarily transferred from a parcel owned by the County in Smithtown and other legal requirements are satisfied; and

**WHEREAS**, the parcel owned by the County (Suffolk County Tax Map No. 0800-153.00-04.00-027.000) was acquired in 1955 for highway purposes (for the construction of CR 90); and

**WHEREAS**, in 1963, by Suffolk County Resolution No. 162-1963, the County removed CR 90 from the road system; and

**WHEREAS**, the County property is no longer needed for highway purposes; and

**WHEREAS**, the development of the Motor Parkway Plaza will create an estimated 200 permanent jobs once completed and fully occupied; and

**WHEREAS**, the Suffolk County Sewer Agency, pursuant to Resolution No. 44-2009, granted conceptual certification to the proposed connection of the Motor Parkway Plaza to the District at such time as the expansion is complete and capacity is available; and

**WHEREAS**, in order to effectuate the terms of the Board of Review decision, there must be a temporary transfer of development rights from the County-owned property to the property owned by Quadrangle; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, the temporary transfer of development rights to Quadrangle will result in a public benefit to Suffolk County by stimulating economic growth through the creation of construction jobs and eventually 200 permanent jobs; and be it further

**2<sup>nd</sup>** **RESOLVED**, that the Suffolk County Department of Public Works is hereby authorized and empowered to temporarily transfer 7.6 sanitary credits of development rights from a County-owned parcel in Smithtown, New York (Suffolk County Tax Map No. 0800-153.00-04.00-027.000) to the property owned by Quadrangle in Islip, New York (Suffolk County Tax Map No. 0500-037.00-01.00-025.007); and be it further

**3<sup>rd</sup>** **RESOLVED**, that the Department of Public Works and the County Executive be and hereby are authorized to execute an agreement for no more than ten (10) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed hereto as Exhibit "A" in order to effectuate the temporary transfer of development rights from the County-owned parcel in Smithtown to the property owned by Quadrangle in Islip; and be it further

**4<sup>th</sup>** **RESOLVED**, that the Department of Public Works and the County Executive be and hereby are authorized to execute any and all other documents necessary to effectuate the terms of the agreement and this resolution; and be it further

**5<sup>th</sup>** **RESOLVED**, that Quadrangle will use the development rights for purposes consistent with the terms and intent of this resolution, the attached agreement and any other related agreements/covenants required by the County to be executed; and be it further

**6<sup>th</sup>** **RESOLVED**, that the temporary transfer of development rights is contingent on Quadrangle entering into an agreement with the Department of Public Works, which is in substantial conformance with Exhibit "A", entering into the necessary Consent Order(s) with the Department of Health, and filing the necessary covenants/deeds on the subject property; and be it further

**7<sup>th</sup>** **RESOLVED**, that the temporary transfer of development rights is further contingent on Quadrangle being required to execute a connection agreement with the Agency and the County, pay a connection fee to the County in the amount of \$413,550, or such other fee as is being charged at the time formal approval is granted by the Agency to connect to the District, and connect to the District or obtain permanent development rights in accordance with the time frames and conditions set forth in the attached agreement; and be it further

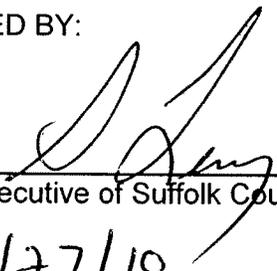
**8<sup>th</sup>** **RESOLVED**, that the temporary transfer of development rights is consistent with the requirements imposed upon Quadrangle by the Board of Review in order to obtain the waivers from the Board of Review; and be it further

**9<sup>th</sup>** **RESOLVED**, all monies received by the County pursuant to the executed agreement shall be paid into the County Road Fund pursuant to Sections 114 and 125 of the New York Highway Law; and be it further

10<sup>th</sup> **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration and management, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED: October 12, 2010

APPROVED BY:

  
\_\_\_\_\_  
County Executive of Suffolk County

Date: 10/27/10

## A G R E E M E N T

AGREEMENT dated this \_\_\_ day of \_\_\_\_\_, 2010 (“Agreement”), by and between **Quadrangle Properties, LLC (“Quadrangle”)**, a limited liability company with offices at 30 Jericho Executive Plaza, Suite 300C, Jericho, New York 11753 and the **County of Suffolk** (the “**County**”), a municipal corporation of the State of New York, acting through its duly constituted **Department of Public Works** (the “**Department**”), located at 335 Yaphank Avenue, Yaphank, New York 11980.

### W I T N E S S E T H

WHEREAS, Quadrangle is the owner of a certain 3.418 acre parcel of real property located on the south side of Motor Parkway, in Brentwood, Town of Islip, State of New York, identified by Suffolk County Tax Map No. 0500-037.00-01.00-025.007 and more formally described in Schedule “A” (“the receiving parcel”); and

WHEREAS, the receiving parcel has an allowable density flow under Article VI of the Suffolk County Sanitary Code (“Article VI”) of 2051 gallons per day (“GPD”); and

WHEREAS, Quadrangle is currently developing a commercial center known as Motor Parkway Plaza on the receiving parcel, and desires to utilize the spaces in the commercial center for tenancies (“proposed build-out”) with a total sanitary design flow of 5,343 GPD; and

WHEREAS, the sanitary (density) flow at the proposed build-out would be 261 percent of the allowable density flow; and

WHEREAS, the receiving parcel is located outside, but near the border of Suffolk County Sewer District No. 18 – Hauppauge Industrial (the “District”), which District was

recently approved to expand its wastewater treatment capacity, expected to be completed by January 1, 2016; and

WHEREAS, Quadrangle has applied to the Suffolk County Sewer Agency (“the Agency”) for permission to connect Motor Parkway Plaza to the District for treatment of 13,785 GPD of waste, said amount including the 5,343 GPD of sanitary (density) flow that would be generated at the total build-out; and

WHEREAS, the Agency has granted conceptual certification for such connection, but formal approval cannot be granted until the expansion of the treatment capacity is complete and all of the users within the District have been afforded capacity; and

WHEREAS, Quadrangle agrees to pay to the Agency a connection fee in the amount of \$413,550, or such other fee as is being charged at the time the formal approval is granted by the Agency, and to expeditiously make such connection; and

WHEREAS, Quadrangle applied to the Suffolk County Department of Health Services (“SCDHS”) Board of Review (“BOR”) for a variance in order to develop the receiving parcel for proposed uses with a sanitary design flow of 5,343 GPD, until such time as Motor Parkway Plaza is connected to the District for treatment of its waste; and

WHEREAS, by decision dated September 17, 2010, the BOR granted waivers to Quadrangle, provided that transfers be made of allowable sanitary density flow and provided that a new maximum allowable sanitary density flow for the receiving parcel be established until Motor Parkway Plaza is connected to the District; and

WHEREAS, the County is the owner of approximately 16.2 acres of certain property located at Suffolk County Tax Map No. 0800-153.00-04.00-027.000, more formally described in Schedule “B” (“the sending parcel”), which property was acquired through condemnation in 1955, for the purposes of building a county road, CR 90; and

WHEREAS, in 1963, under Suffolk County Resolution No. 162-1963, CR 90 was removed from the road system and that road project was abandoned; and

WHEREAS, based on SCDHS calculations, the sending parcel would have an available sanitary density of 7,339 GPD, equivalent to 12.2 full sanitary credits in a 600 gpd/acre Groundwater Management Zone; and

WHEREAS, the County desires to temporarily transfer up to 7.6 full sanitary credits of the development rights (“sanitary credits”) in the sending parcel, which are not currently needed for County purposes, to the receiving parcel to allow for increased sanitary density flow on the receiving parcel, in return for annual payments from Quadrangle, as set forth herein (“Annual Payment” or “Annual Payments”), which transaction will provide a public benefit by encouraging commercial development, job creation, tax revenue and increased revenue for the County Highway Fund; and

WHEREAS, Quadrangle and the County are desirous of setting forth their respective rights and obligations herein with respect to the temporary transfer of development rights from the sending parcel to the receiving parcel and Annual Payments to the County for use of same; and

WHEREAS, the use by Motor Parkway Plaza of sanitary credits from the sending parcel, in return for such Annual Payments, has been found to be in the public interest and is authorized by Suffolk County Legislature Resolution No. \_\_\_\_\_;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Definitions.

“Groundwater Management Zone” means any of the areas delineated in Suffolk County by the “Long Island Comprehensive Waste Treatment Management Plan (L.I. 208 Study),” as revised by the “Long Island Groundwater Management Plan,” and subsequent revisions adopted by the BOR identifying differences in regional hydrogeologic and groundwater quality conditions. The boundaries of the Groundwater Management Zones are set forth on a map adopted by the BOR, filed in the Office of the Health Commissioner in Hauppauge, New York.

“Person” means any natural person, individual, corporation, association, institution, unincorporated association, firm, partnership, joint venture, joint-stock association, public body, or other entity or business organization of any kind, and includes the plural as well as the singular.

“Transfer of Development Rights,” “sanitary density flow” and “sanitary credits” shall have the meanings referred to in the Transfer of Development Rights Standards promulgated under Article VI, issued September 30, 1995, filed in the Office of the Health Commissioner in Hauppauge, New York.

## 2. Conveyance of Sanitary Credits.

A. In consideration of the Annual Payments set forth in Paragraph 4 of this Agreement, and for the term set forth in Paragraph 3 of this Agreement, the County hereby agrees to and does transfer to Quadrangle, 2051 GPD of allowable sanitary density flow, equivalent to 3.4 full sanitary credits in a 600 gpd/acre Groundwater Management Zone, from the sending parcel to the receiving parcel. Said 3.4 full sanitary credits shall increase the allowable sanitary flow to “double density” and establish a new maximum allowable sanitary density flow of 4,102 GPD for the receiving parcel, until such time as the receiving parcel is connected to the District. Notwithstanding whether

Quadrangle determines that less than 3.4 sanitary credits are necessary at a particular phase of its development of Motor Parkway Plaza, all 3.4 credits must be paid for by Quadrangle in order to utilize the commercial center for tenancies that exceed allowable density flow under Article VI.

B. In the event that Quadrangle desires to exceed “double density,” it shall notify the County of its intention under this Paragraph 2 (B) (“the 2(B) Option”). In the event that Quadrangle exercises the 2(B) Option and obtains approval by the SCDHS to exercise such option, then in consideration of the Annual Payments set forth in Paragraph 4 of this Agreement, and for the term set forth in Paragraph 3 of this Agreement, the County hereby agrees to and does transfer to Quadrangle, an additional 2482 GPD of allowable sanitary density flow, equivalent to an additional 4.2 full sanitary credits in a 600 gpd/acre Groundwater Management Zone, from the sending parcel to the receiving parcel. Said 4.2 full sanitary credits, in addition to the 3.4 full sanitary credits set forth in Paragraph 2 (A) of this Agreement (for a total of 7.6 full sanitary credits) shall increase the allowable sanitary flow to 261% of density, and shall establish a new maximum allowable sanitary density flow of 5,343 GPD for the receiving parcel, until such time as the receiving parcel is connected to the District. (The 7.6 full sanitary credits are being required by the BOR as a “super-offset” to compensate for the shortage, equivalent to the amount of credits required for the flow in excess of the allowable density flow plus credits in the amount equivalent to the flow over and above double density.)

Notwithstanding whether Quadrangle determines that less than 4.2 sanitary credits are necessary at a particular phase of its development of Motor Parkway Plaza beyond “double density,” all 4.2 credits must be paid for by Quadrangle in order to utilize the commercial center for tenancies that exceed “double density.”

3. Term.

A. This Agreement shall terminate when the receiving parcel is connected to the District for discharge and treatment of its sanitary waste, or on March 1, 2016, whichever occurs earlier. In no event shall the Agreement be extended beyond January 1, 2017.

B. In the event that the receiving parcel will be unable to connect to the District by January 1, 2017, or other deadlines are not satisfied as set forth in Paragraph 6 to this Agreement, then Quadrangle shall obtain a permanent transfer of sanitary credits from another source, satisfactory to the SCDHS, and prepare and file covenants and/or deeds on the receiving parcel in language acceptable to the County Attorney that satisfy the increase of density and new maximum allowable sanitary density flow set forth in Paragraph 2(A) or 2(B) of this Agreement, as the case may be.

C. This Agreement may be terminated sooner than set forth in Paragraph 3 (A) if Quadrangle obtains a permanent transfer of sanitary credits from another source, satisfactory to the SCDHS, and prepares and files covenants and/or deeds on the receiving parcel in language acceptable to the County Attorney that satisfies the increase of density and new maximum allowable sanitary density flow set forth in Paragraph 2(A) or 2(B) of this Agreement, as the case may be.

D. In the event this Agreement expires or is terminated for any reason, Quadrangle shall notify the SCDHS of such expiration or termination and shall remove any covenants and modify any and all deeds filed in connection with the

September 17, 2010 BOR decision in order to reflect that the waivers granted by the BOR are terminated and that any increase in sanitary flow allowed by such waivers on the receiving parcel above the allowable 2051 GPD is extinguished.

4. Annual Payments.

A. Quadrangle shall pay to the County the sum of Seventeen Thousand Dollars (\$17,000.00) per year for the 3.4 sanitary credits conveyed pursuant to Paragraph 2 (A), calculated at a rate of Five Thousand Dollars (\$5,000.00) per year for each sanitary credit.

B. Quadrangle shall pay to the County the sum of Twenty Five Thousand Two Hundred Dollars (\$25,200.00) per year for the 4.2 sanitary credits conveyed pursuant to Paragraph 2 (B), calculated at a rate of Six Thousand Dollars (\$6,000.00) per year for each sanitary credit.

C. Quadrangle shall pay to the County an additional sum of Nine Thousand Dollars (\$9,000.00) per year, calculated at a rate of Seven Hundred Fifty Dollars (\$750.00) per month, commencing January 1, 2016, if expansion of the District's plant has not been completed by that date.

D. These Annual Payments shall be made until such time as Quadrangle connects to the District for discharge and treatment of its sanitary flow or until Quadrangle obtains a permanent transfer of sanitary credits from another source, satisfactory to the SCDHS.

5. Payment Schedule.

A. Annual Payments shall be made to the County on a quarterly basis, on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> (“quarterly payment date”) of each calendar year.

B. The initial Annual Payment, pro-rated to the next quarterly payment date, shall be paid upon execution of this Agreement.

C. An initial Annual Payment for the 2(B) Option, pro-rated to the next quarterly payment date, shall be made at the time Quadrangle notifies the County that it intends to exercise the 2(B) Option.

6. Schedule and Penalty Payments.

A. If the expansion of the District’s plant and sewer system has commenced, but has not been completed by January 1, 2016, Quadrangle may continue to utilize the sanitary credits, subject to its payment of the Annual Payments set forth in Paragraph 4.

B. If the expansion of the District’s plant and sewer system has not commenced by January 1, 2016, Quadrangle’s use of the sanitary credits shall terminate. In such event, Quadrangle shall obtain the necessary permanent sanitary credits from another source, acceptable to the SCDHS, and submit proof of purchase of same and proof of sterilization of the sending property to the SCDHS and the County by March 1, 2016.

D. In the event the expansion of the District’s plant and sewer system has commenced by January 1, 2016, but Quadrangle has not connected to the District by January 1, 2017, Quadrangle’s use of the sanitary credits shall terminate. In such event, Quadrangle

shall obtain the necessary permanent sanitary credits from another source, acceptable to the SCDHS, and submit proof of purchase of same and proof of sterilization of the sending property to the SCDHS and the County by March 1, 2016.

E. In the event Quadrangle fails to satisfy any of the deadlines or requirements set forth in this Paragraph 6, Quadrangle's use of the sanitary credits shall terminate immediately and Quadrangle shall obtain the necessary permanent sanitary credits from another source, acceptable to the SCDHS, and submit proof of purchase of same and proof of sterilization of the sending parcel to the SCDHS and the County within thirty (30) days of the applicable deadline date.

F. All Annual Payments set forth in Paragraph 4 shall be due and payable in accordance with the Payment Schedule set forth Paragraph 5 until such time as Quadrangle is connected to the District and a Form S-9 is issued by the Department and the SCDHS or until Quadrangle has obtained the necessary permanent sanitary credits from another source, acceptable to the SCDHS.

#### 7. Covenants of County of Suffolk.

The County agrees that 7.6 sanitary credits shall be temporarily stripped from the sending parcel, in accordance with this Agreement. Such portion of the sending parcel from which the 7.6 sanitary credits are being stripped shall be sterilized and remain as open space for the express purpose of protecting the aquifer and water supply, and shall be kept in its natural state, excepting only property maintenance activities as may be appropriate to effectuate the foregoing purposes without impairing the essential nature and open character of the sending parcel, for the term of this Agreement. This Paragraph does not preclude the use of the open space area for passive recreational purposes. This Paragraph does not preclude use of the remaining 4.6 sanitary credits by the County. The temporary transfer of

the 7.6 sanitary credits from the sending parcel will accomplish the increase of the density establishing the new allowable sanitary density flow of either 4,102 GPD or 5,343 GPD, as the case may be, for the receiving parcel.

8. Covenants of Quadrangle.

A. Quadrangle shall file a Covenant on the receiving parcel, satisfactory to the SCDHS and the County Attorney, accomplishing the increase of density and establishing a new maximum allowable sanitary density flow of either 4,102 GPD or 5,343 GPD, as the case may be, as provided herein. The Covenant shall not be approved, and the increase in density shall not be accomplished, unless all payments required under this Agreement have been paid and are brought current.

B. Quadrangle, its successors, heirs and assigns, shall set forth the terms of the aforementioned Covenant in any and all leases to occupants, tenants, and leases of the receiving parcel, sale documents of the receiving parcel and lending documents regarding the receiving parcel, and shall by their terms, subject same to the covenants and restrictions contained therein. Failure of Quadrangle, its heirs, successors or assigns, to so condition the leases, sale or lending documents shall not invalidate their automatic subjugation to those covenants and restrictions.

9. Invoices.

The Department shall send an invoice to Quadrangle thirty (30) days prior to the quarterly payment dates.

10. Payments.

Payments shall be made by check payable to the Suffolk County Treasurer, and shall be mailed to the following address:

Suffolk County Treasurer

Riverhead County Center  
Riverhead, New York 11901

or DPW

11. Remedy on Default in Payment.

A. In the event a payment is not received by the date set forth in the aforementioned invoices, the Department shall send a payment demand letter to Quadrangle, at the address set forth in Paragraph 14. If Quadrangle shall fail to make payment within fifteen (15) days of said demand letter, the County may declare Quadrangle in default of said payment under this Agreement, and proceed with an action for a judgment for the unpaid payment or payments without further notice.

B. In the event that Quadrangle shall be in default in payment on two (2) or more occasions, the County may terminate this Agreement and the use of the sanitary credits shall be terminated. In such case, the County shall notify SCDHS of such termination, and the waivers shall be terminated.

C. Any violation of this Agreement shall constitute a violation of the Suffolk County Sanitary Code, and may be enforceable by the SCDHS or by any other legal or equitable actions at law. Remedies may include, but shall not be limited to, an order to cease and desist occupancy of the receiving parcel for any uses that exceed Article VI density.

12. Prior Notice to County and SCDHS.

Quadrangle shall notify the County and the SCDHS ninety (90) days in advance of the receiving parcel being sold to any person.

13. Permits

Quadrangle, its tenants, successors and assigns are required to obtain all permits and approvals from the SCDHS, the Agency and all other municipal or governmental bodies before engaging in development, rental, occupancy or other uses of the receiving parcel.

13. Amendments.

This Agreement may only be amended, modified, or supplemented by an instrument in writing signed by the County and Quadrangle.

14. Notices.

A. All invoices, notices, requests, demands and other communications required or permitted hereunder shall be in writing and delivered in person, by first class mail or by overnight delivery with a nationally recognized courier service, and shall be given to the County or Quadrangle, as the case may be, or their designated representative, at the following addresses or at such other address that may be specified in writing by the parties:

If to the County: Department of Public Works  
335 Yaphank Avenue  
Yaphank, New York 11980

With copy to:  
Office of the County Attorney – 6<sup>th</sup> Floor  
H. Lee Dennison Building  
100 Veteran’s Memorial Highway  
P.O. Box 6100  
Hauppauge, New York 11788  
Attn: County Attorney

If to the SCDHS: Suffolk County Department of Health Services  
225 Rabro Drive  
Hauppauge, New York 11788  
Attn: Commissioner

and

Suffolk County Office of Wastewater Management  
360 Yaphank Avenue, Suite 2C  
Yaphank, New York 11980

If to Quadrangle: Quadrangle Properties, LLC  
30 Jericho Executive Plaza, Suite 300C  
Jericho, New York 11753  
Attn:

B. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311. “Business Day” means any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

C. Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successors(s).

15. Assignment.

A. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

B. Quadrangle shall not delegate its duties under this Agreement, or assign, transfer, convey, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement (collectively referred to in this paragraph as “Assignment”), to any other person, entity or thing without prior written notification to the County of such assignment, and any attempt to do any of the foregoing without such notification shall be a material default by Quadrangle.

C. Any Assignment shall be subject to **i.** all of the provisions of this Agreement; and **ii.** assumption of all of the provisions of this Agreement by Quadrangle’s assignee. No Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of this Agreement. No assignment or assumption by any person of any duty of

Quadrangle under this Agreement shall provide for, or otherwise be construed as, releasing Quadrangle from any term or provision of this Agreement.

16. Governing Law.

The provisions of this Agreement and the legal relations between the parties arising out of this Agreement will be governed and construed in accordance with the laws of the State of New York, and any action or proceeding arising out of or relating to this Agreement shall be commenced in a Court of competent jurisdiction located in Suffolk County, New York.

17. Headings.

The headings contained in this Agreement are inserted for convenience only and shall not constitute a part of the Agreement. This Agreement is the mutual product of the parties, and each provision has been subject to the mutual consultation, negotiation and agreement of each of the parties, and shall not be construed for or against any party.

18. Severability.

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

19. Local Law No. 32-1980.

Quadrangle represents that it has read and is familiar with Chapter 386 of the Suffolk County Code, Local Law No. 32-1980. Quadrangle represents and warrants that neither it,

nor its officers, owners, employees or representatives have offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

20. No Waiver.

It shall not be construed that any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

21. Entire Agreement.

It is expressly agreed that this Agreement represents the entire agreement of the parties regarding the subject matter contained herein. There are no restrictions, promises, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date hereinabove set forth:

Quadrangle Properties, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Fed Tax ID #: \_\_\_\_\_

Date: \_\_\_\_\_

SUFFOLK COUNTY DEPARTMENT OF  
PUBLIC WORKS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF SUFFOLK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Deputy County Executive \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGALITY:

CHRISTINE MALAFI, County Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Assistant County Attorney \_\_\_\_\_

Date: \_\_\_\_\_

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, personally appeared GILBERT ANDERSON, 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.

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(signature and office of individual taking acknowledgment)

SUFFOLK COUNTY  
County Legislature  
RIVERHEAD, NY



*This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on October 12, 2010 and that the same is a true and correct transcript of said resolution and of the whole thereof.*

*In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk,*

A handwritten signature in cursive script that reads "Tim Laube".

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Clerk of the Legislature

Intro. Res. 1157 Res. No. 925

October 12, 2010

**Motion:**

Romaine, Schneiderman, Browning, Muratore, Losquadro  
 Eddington, Montano, Cilmi, Lindsay, Viloría-Fisher, Barraga,  
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

**Co-Sponsors:**

Romaine, Schneiderman, Browning, Muratore, Losquadro  
 Eddington, Montano, Cilmi, Lindsay, Viloría-Fisher, Barraga,  
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

**Second:**

Romaine, Schneiderman, Browning, Muratore, Losquadro  
 Eddington, ~~Montano~~, Cilmi, Lindsay, Viloría-Fisher, Barraga,  
~~Kennedy~~, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

LD	Legislator	Yes	No	Abs	NP	R	
1	Edward P. ROMAINE						
2	Jay H. SCHNEIDERMAN						
3	Kate M. BROWNING						
4	Thomas MURATORE						
6	Daniel P. LOSQUADRO						
7	Jack EDDINGTON						
9	Ricardo MONTANO						
10	Thomas CILMI						
11	Thomas F. BARRAGA						
12	John M. KENNEDY, JR.						
13	Lynne C. NOWICK						
14	Wayne R. HORSLEY						
15	DuWayne GREGORY						
16	Steven H. STERN						
17	Lou D'AMARO						
18	Jon COOPER						
5	Vivian VILORIA-FISHER, D.P.O.						
8	William J. LINDSAY, P.O.		✓				
	Totals	18					

MOTION
<input checked="" type="checkbox"/> Approve
Table: _____
Send To Committee _____
Table Subject To Call _____
Lay On The Table _____
Discharge _____
Take Out of Order _____
Reconsider _____
Waive Rule _____
Override Veto _____
Close _____
Recess _____
APPROVED <input checked="" type="checkbox"/> FAILED _____
No Motion _____ No Second _____

RESOLUTION DECLARED
<input checked="" type="checkbox"/> ADOPTED
NOT ADOPTED _____

*Tim Laube*

Roll Call \_\_\_\_\_ Voice Vote