

**AGREEMENT BETWEEN
THE CITY OF LONG BEACH**

And

CENTRAL-ISON, LTD., LAFAYETTE APARTMENTS, CHARLES ALPERT, ESTATE OF JOSEPH ALPERT AND/OR THE JOSEPH ALPERT IRREVOCABLE TRUST
(Lot on Broadway between Lafayette Blvd. and Laurelton Blvd.)

THIS AGREEMENT, made this 1st day of May 2021, between THE CITY OF LONG BEACH, NEW YORK, a municipal corporation, with offices at 1 West Chester Street, Long Beach, NY 11561 (hereinafter called the City); and CENTRAL-ISON, LTD., LAFAYETTE APARTMENTS, CHARLES ALPERT, ESTATE OF JOSEPH ALPERT AND/OR THE JOSEPH ALPERT IRREVOCABLE TRUST, with an address at [REDACTED] [REDACTED] (hereinafter called the Property Owners);

WITNESSETH, the Property Owners hereby allow the City the rights to use the following premises: vacant lot located between Laurelton Boulevard and Lafayette Boulevard south of Broadway and north of the boardwalk in the City of Long Beach, County of Nassau, State of New York, a/k/a Section 59, Block 052, Lots 11-25, 126, 128, and 29-35 ("the premises"), to be used as a municipal parking lot (with no commercial, revenue-generating, and/or for-profit use permitted) from May 28, 2021 through September 12, 2021, and to house a city-owned structure which is used for the sale of City beach passes by City personnel from May 28, 2021 through September 12, 2021;

AND, the City covenants with the Property Owners as follows:

1. The City agrees to indemnify, defend and hold the Property Owners harmless against all liabilities and judgments which may arise against, be charged to or recovered from the Property Owners by reason of damage to property or injury to or death of any person arising from the use or operation of the premises.

2. The City shall help maintain the premises in a condition of good order, and return the premises in the same condition as it existed at the inception of the City's use of the premises.

3. The City shall have the right to make repairs and minor improvements to the premises as it deems necessary, so long as the premises are used as detailed above and returned in the same condition as it existed at the inception of the City's use of the premises.


4. The City shall be permitted to put up signage indicating the use of the premises and shall have the right to enforce the restrictions of such use.

5. The City hereby acknowledges that it will not make any claim for ownership by adverse possession or otherwise to any portion of the premises. The City shall immediately upon receipt of notice remove any and all encroachments upon the premises.

6. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Fax, PDF and Adobe copies of this Agreement shall be deemed as originals. Execution in counterparts and/or by email or facsimile, shall have the same force and effect as an original signature.

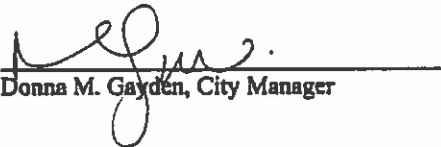
IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals to be hereto affixed the day and year first above written.

Signed, Sealed and Delivered
In the presence of



David Fraser
City Clerk

CITY OF LONG BEACH, NEW YORK



Donna M. Gayden, City Manager

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CHARLES ALPERT, ESTATE OF JOSEPH ALPERT
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TRUST



By: Charles Alpert



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