

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

BEDFORD CONSTRUCTION GROUP,  
INCORPORATED,

Plaintiff,

-against-

COUNTY OF NASSAU, TOWN OF  
HEMPSTEAD HOUSING AUTHORITY  
AND THE NEW YORK RACING  
ASSOCIATION, INC.,

Defendants.

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: Index No.: 16221/11  
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: **STIPULATION OF SETTLEMENT**  
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WHEREAS, on or about November 16, 2011, Plaintiff filed a complaint against County of Nassau ("County"), Town of Hempstead Housing Authority ("TOHHA"), Water Authority of Western Nassau County sued as Western Nassau Water Authority ("WAWNC") and The New York Racing Association, Inc. ("NYRA") alleging damage to Plaintiff's property from storm water runoff.

WHEREAS, on or about November 22, 2011, WAWNC moved to dismiss Plaintiff's complaint.

WHEREAS, on or about December 9, 2011, the County filed an answer to Plaintiff's complaint asserting cross-claims for contribution and indemnification against TOHHA, WAWNC and NYRA.

WHEREAS, on or about December 12, 2011, NYRA filed an answer to Plaintiff's complaint asserting cross-claims for contribution and indemnification against the County, TOHHA, and WAWNC.

WHEREAS, on or about December 23, 2011, TOHHA filed an answer to Plaintiff's complaint asserting cross-claims for contribution and indemnification against the County, WAWNC and NYRA.

WHEREAS, Plaintiff's claim against WAWNC was dismissed by the Order of this Court dated February 6, 2012,

IT IS HEREBY STIPULATED AND AGREED, by and between the parties hereto, by their respective attorneys, that the above-captioned matter be, and the same is hereby compromised and settled on the following terms and conditions:

1. Defendant NYRA shall pay plaintiff the sum of \$30,000.00 as full, final and complete settlement of the claims made or could have been made against it in this matter, within forty-five (45) days of the date of this Stipulation being executed by all parties.

2. Defendant County shall pay plaintiff the sum of \$12,500.00 as full, final and complete settlement of the claims made or could have been made against it in this matter, within forty-five (45) days of the date of this Stipulation being executed by all parties.

3. (a) The payment to be made pursuant to paragraph 1 is to be by official bank or teller's check payable to Markotsis & Lieberman, P.C., and is to be delivered to plaintiff's attorneys at its address set forth below.

(b) The payment to be made pursuant to paragraph 2 is to be by check of the Nassau County Comptroller payable to Bedford Construction Group, Incorporated and Markotsis & Lieberman, P.C., and is to be delivered to plaintiff's attorneys at its address set forth below.

4. Upon the receipt and clearance of the settlement payment as set forth in paragraph 1, and in consideration of the mutual promises herein, Plaintiff shall, and hereby does, release and forever discharge NYRA, and NYRA's officers, directors, employees, agents,

subsidiaries, parents, attorneys, successors and assigns, from any and all claims, known and unknown, duties, causes of action, demands, obligations, liabilities, rights, and damages (including punitive or exemplary damages) of any kind whatsoever which Plaintiff now has, or which may hereafter accrue, or otherwise be acquired, on account of any stormwater-related damage that has occurred in the past, is presently occurring or may occur in the future to Plaintiff's property located at 1888 Foster Meadow Drive, Elmont, New York, including but not limited to flooding.

5. Upon the receipt and clearance of the settlement payment as set forth in paragraph 2, and in consideration of the mutual promises herein, Plaintiff shall, and hereby does, release and forever discharge the County and the County's officers, directors, employees, agents, subsidiaries, parents, attorneys, successors and assigns, from any and all claims, known and unknown, duties, causes of action, demands, obligations, liabilities, rights, and damages (including punitive or exemplary damages) of any kind whatsoever which Plaintiff now has, or which may hereafter accrue, or otherwise be acquired, on account of any stormwater-related damage that has occurred in the past, is presently occurring or may occur in the future to Plaintiff's property located at 1888 Foster Meadow Drive, Elmont, New York, including but not limited to flooding. Further, Upon the receipt and clearance of the settlement payment as set forth in paragraph 2, and in consideration of the mutual promises herein, Plaintiff shall, and hereby does, release and forever discharge TOHHA and TOHHA's officers, directors, employees, agents, subsidiaries, parents, attorneys, successors and assigns, from any and all claims, known and unknown, duties, causes of action, demands, obligations, liabilities, rights, and damages (including punitive or exemplary damages) of any kind whatsoever which Plaintiff now has, or which may hereafter accrue, or otherwise be acquired, on account of any

stormwater-related damage that has occurred in the past, is presently occurring or may occur in the future to Plaintiff's property located at 1888 Foster Meadow Drive, Elmont, New York, including but not limited to flooding.

6. This Stipulation and the terms contained herein are not, and shall not be deemed to be, an admission of liability by any party hereto.

7. In connection with this Stipulation, and upon the receipt and clearance of the settlement payment as set forth in paragraph 1, plaintiff withdraws any and all claims against NYRA as set forth in the Verified Complaint.

8. In connection with this Stipulation, and upon the receipt and clearance of the settlement payment as set forth in paragraph 2, plaintiff withdraws any and all remaining claims against the County and TOHHA as set forth in Plaintiff's Verified Complaint.

9. In connection with this Stipulation, each defendant withdraws any and all counterclaims and/or cross-claims as set forth in their respective Answers.

10. In connection with this Stipulation, the parties hereto waive and withdraw any and all claims, cross-claims or counterclaims as against the Water Authority of Western Nassau County, and the Water Authority of Western Nassau County waives and withdraws any and all claims, cross-claims or counterclaims it has against the parties as set forth in the pleadings.

11. Simultaneously herewith counsel for the respective parties shall execute a Stipulation of Discontinuance with Prejudice with respect to this action.

12. The Stipulation of Discontinuance is to be retained by plaintiff's counsel in escrow pending receipt and clearance of the settlement payments as set forth herein, at which time the Stipulation of Discontinuance may be filed with the Court.

13. This Stipulation may be executed in counterparts and such counterparts taken as a whole shall be deemed a complete document.

14. This Stipulation and the documents and instruments executed in connection herewith are the entire agreement between the parties hereto with respect to the subject matter of this Stipulation and supersede all prior agreements, oral or written, between the parties hereto with respect to such matters. No claim of waiver, modification, consent or acquiescence with respect to any provision of this Stipulation or the documents and instruments executed in connection with this Stipulation shall be made against any party, except on the basis of a written instrument executed by or on behalf of such party.

15. This Stipulation shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

16. The parties expressly consent and submit to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Nassau over any action or motion or proceeding relating to the enforcement of this Stipulation, and any party bringing such action or motion or proceeding shall bring such action or motion or proceeding in that Court.

17. This Stipulation is to be governed by, enforced and construed in accordance with the laws of the State of New York.


18. Facsimile signatures shall be deemed to be originals.

19. This Stipulation shall not be modified except in writing executed by the parties hereto, or their respective counsel.

[SIGNATURES TO FOLLOW]

Dated: Hicksville, New York  
October 17, 2012

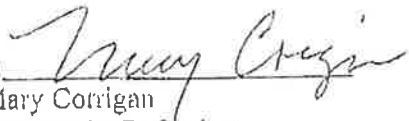
Markotsis & Lieberman, PC

By: 

Douglas M. Lieberman  
Attorneys for Plaintiff  
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Hicksville, New York 11801  
(516) 935-2330

Dated: Mineola, New York  
October 17, 2012

County Attorney for Nassau County

By: 

Mary Corrigan  
Attorneys for Defendant  
and Third-Party Plaintiff County of Nassau

One West Street, Executive Building  
Mineola, New York 11501  
(516) 571-0645

Dated: Mineola, New York  
October \_\_, 2012

Nicolini, Paradise, Ferretti & Sabella

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

John J. Nicolini  
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and Third-Party Plaintiff  
Town of Hempstead Housing Authority  
P.O. Box 9006  
114 Old Country Road, Suite 500  
Mineola, New York 11501  
(516) 741-6355

Dated: Hicksville, New York  
October \_\_, 2012

Markotsis & Lieberman, PC

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Dated: Mineola, New York  
October \_\_, 2012

County Attorney for Nassau County

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

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October \_\_, 2012


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(516) 741-6355

Dated: Melville, New York  
October 17, 2012


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Dated: New York, New York  
October 17, 2012

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New York, New York 10022  
(212) 563-3900



Dated: Mineola, New York  
October \_\_, 2012  
County Attorney for Nassau County

By \_\_\_\_\_  
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