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QUITCLAIM DEED

This Indenture made the <sup>20<sup>th</sup></sup> 21<sup>st</sup> day of *November*, Two Thousand and Six

Between County of Nassau, a municipal corporation having its principal office at One West Street, Mineola, Nassau County N.Y. 11501, party of the first part, grantor, and

✓ Edgar Miguel Villacis and Petita Isabel Villacis, *his wife*  
250 Main Street  
Hempstead, New York 11550

Section 34, Block 188, Lot 192

party of the second part, grantee,

Witnesseth, that the party of the first part in consideration of Fifteen Thousand Two Hundred and Fifty Dollars (\$15,250.00) paid by the party of the second part, does hereby remise, release and quit claim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, situate, lying and being in the Incorporated Village of Hempstead, Town of Hempstead, County of Nassau, State of New York, known and designated as Section 34, Block 188, Lot 192 as shown on the Land and Tax Map of the County of Nassau.

Subject to such state of facts as a physical inspection of the premises would reveal.

EXCEPTING therefrom such part thereof, if any, as may have been taken by the county or other municipality for the widening of the street or highway upon which such premises front or abut, and excepting therefrom such part thereof, if any, as may have been taken by the County or other Municipality for sewer, storm drainage, or other Municipal purpose.

TOGETHER with the appurtenances, and all the estate and rights of the party of the first part in and to said premises

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, and assigns forever.

SUBJECT, however, to the following:

- (a) Zoning restrictions of the community within which said property is located.
- (b) Restrictive covenants appearing of record.
- (c) All unpaid taxes, including Village, Town, School, Special District, County, State, and Federal and Assessments.
- (d) If located in an incorporated village or city, such claims for taxes and assessments as the incorporated village or city may be able to establish thereon.
- (e) Any state of facts that a survey show.
- (f) Any public or private easement now existing or to any easements heretofore Granted including any and all easements running to the grantor herein, the County of Nassau, on the subject parcel and any and all abutting/adjoining streets, whether or not said streets are existing, dedicated, accepted or not.
- (g) Any existing and future utility mains, wires, poles, hydrants, valves, lines, apparatus, appurtenances or other utility structure presently on the subject property or which are, from time to time, deemed necessary by the utility/owner thereof for the extension of any utility apparatus, appurtenances or other utility structure across the subject property for connection with other utility apparatus, appurtenances or other utility structure on adjacent utility easement or franchise areas.
- (h) Existing tenancies, if any.
- (i) If the premise described in the deed are greater than one half acre in extent, the said premises shall be subject to a covenant on the part of the purchaser agreed to run with the land as follows: No top-soil, sand, sod, loam, clay, or gravel shall be mined, stripped, or removed from said premises. However, this covenant shall not be construed to forbid or restrict removal of any such

Sec:

✓ 34

Blk:

188

Lot:

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materials taken from excavations necessary to construct a basement, cellar, or foundation footing for the erection of a building or buildings for which a building permit or permits has or have first been issued by the municipality having jurisdiction thereof; or for the construction of roadways or driveways appurtenant thereto; or for roadways constructed in accordance with plans approved by the municipal authorities having jurisdiction thereof. This restriction may at any time be altered, modified or annulled as to the whole or any part of such premises by agreement between the Legislature of the County of Nassau and the then owner of the premises on which such alteration, modification or annulment is sought, without the consent of the owner or owners of any adjacent premises.

FORM  
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Grantee covenants and agrees that (i) no structures or improvements shall be constructed upon the premises and (ii) no additional structures or improvements shall be constructed upon the adjacent parcel owned by grantee (Sec. 34, Block 188, Lot 194) that could not have been constructed without grantee's acquisition of the premises. It is the intent of the grantor and grantee that the above-stated covenant shall run with the land and shall be binding upon grantee, its successors and assigns.

Grantee is required to provide, at his own cost and expense any/all sanitary sewer installations, service, etc., for the premises described above, necessary under proper permits.

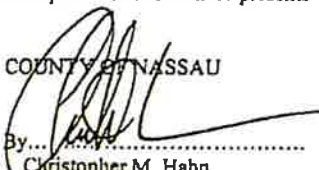
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The grantor covenants that it will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of any improvements to said premises made within the last four months and that it will apply the first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose, all in compliance with Section 13 of the Lien Law.


IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its duly authorized officer.


In presence of

COUNTY OF NASSAU

By:   
Christopher M. Hahn  
Chief Deputy County Executive

ACCEPTED AND AGREED TO:  
Edgar Miguel Villacis and Petita Isbel Villacis

By:   
Name: Edgar Miguel Villacis  
Title: OWNER

By:   
Name: Petita Isbel Villacis  
Title: OWNER

✓ State of New York )  
✓ County of Nassau ) ss.:

On this 21<sup>st</sup> day of November in the year 2006 before me, the undersigned personally appeared Christopher M. Hahn, 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.