



# **INCORPORATED VILLAGE OF SEA CLIFF**

**OFFICE OF THE VILLAGE OF SEA CLIFF BUILDING DEPARTMENT  
300 SEA CLIFF AVE SEA CLIFF N.Y. 11579 PHONE (516) 671-0080**

## **Notice of Review**

4/15/21

TO:

**PROPERTY OWNER:** Samiano Realty Corp.

**APPLICANT:** Maldon and Mignonette

**PROPERTY ADDRESS:** 243 Glen Cove Ave.

**SECTION/ BLOCK/ LOT:** 21/192/180

**APPLICATION NO:** 12350

**APPLICATION RECV'D:** 4/7/2021

**ZONE:** Business B

**DESCRIPTION:** The applicant proposes to renew a Special Use Permit

**The Proposed Construction does not comply with the following Village of Sea Cliff Code Section(s):**

**§ 138-902. Uses permitted by special permit.**

Applicant proposes to maintain a 48 seat restaurant which requires a current Special Use permit.

**Shane Dommin**

**Village of Sea Cliff Building Department**

Note; If the proposed construction does not comply with the Village Code, applicant may apply to the Zoning Board of Appeals for relief, within 60 days hereof. If the proposed construction requires Planning Board approval, an application to the Planning Board may be made. All plans are subject to the Building Codes of New York State.



# INCORPORATED VILLAGE OF SEA CLIFF

Post Office Box 340 • 300 Sea Cliff Avenue • Sea Cliff, NY 11579  
(516) 671-0080 phone • (516) 671-6508 fax • [www.seacliff-ny.gov](http://www.seacliff-ny.gov)

## BUILDING PERMIT

APPLICATION ID # 12350 APPLICATION DATE 4/14/21 PERMIT # \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_ SECT 21 BLOCK 192 LOT 180, 181, 182

\* Owner: SAMIANO Realty Corp.  
Address: 136-B Sea Cliff Avenue City: Sea Cliff State: N.Y. Zip: 11542  
Phone: (516) 671-0103 Cell: 516 220-8443 Email: minbiagio@Aol.com

\* Applicant: (if applicant is different from owner state relationship to owner) MAIDOU Z MIGNONETTE (CRB REST-ENTERPRISES INC)  
Address: 243 Glen Cove ave Sea Cliff City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: 11  
Phone: 631-3324549 Cell: \_\_\_\_\_ Email: occhipinti-robert@gmail.com  
516-801-3250

Architect:

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor:

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Plumber:

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Electrician:

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Other/Mechanical:

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

A/C, Boiler, etc Model#

A/C, Boiler, etc Model#



**PROPOSED WORK:** Be as detailed as possible describing anything that is not going to be specifically provided for in plans or other supporting documents such as number of plumbing fixtures, new services, i.e. gas, water, electric, number of new branch circuits or anything else billable by permit. Billable permit items are listed in Village Code Chapter 142-A as a pdf. Link. The building dept. is responsible for assessing permit fees.

Special Use Permit



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(516) 671-0080 phone • (516) 671-6508 fax • [www.seacliff-ny.gov](http://www.seacliff-ny.gov)

Mike \$50  
File Marshall

## BUILDING PERMIT

Cost of Improvement: \$

**Owner:** Deposits and says that they are the owner(s) in fee of the Premises, that the work proposed to be done upon the said Premises shall be completed in accordance with the approved application and accompanying plans, and that all the statements herein are true to the deponents own knowledge.

Owner Signature: Michael Ambrosio, Secretary

Owner Signature: \_\_\_\_\_

Date: 4/14/21 Jennifer Gerrity  
Notary: JENNIFER GERRITY  
NOTARY PUBLIC, State of New York  
No. 01GE6393557  
Qualified in Nassau County  
Commission Expires 06/17/2023

**Contractors must submit proof of current insurance (C-105.2 or U-26.3 for compensation and DB-120.1 for disability or DB-155 for disability) as required by NY State. Form CE-200 may be submitted if exempted. Nassau County requires licensing and liability insurance for residential work. Proof of these are also required of contractors prior to the issuance of the permit**

<u>OFFICIAL USE</u>		<u>REQUIRED CERTIFICATES</u>
	<u>FEES</u> \$ <u>350 pd</u>	
<u>Application Fee</u>	\$ <u>100 pd.</u>	<input type="checkbox"/> Cert of Occupancy
<u>Permit Fees</u>		<input type="checkbox"/> Cert of Approval
Building	_____	<input type="checkbox"/> Cert of Completion
Plumbing	_____	<input type="checkbox"/> Cert of Compliance
Electrical	_____	<input type="checkbox"/> Cert of Tenancy
Mechanical	_____	<input type="checkbox"/> Letter in Lieu
Certificate	_____	
Other	_____	
Total Permit Fees	\$ <input type="text"/>	
Approved by _____		Examined for approval on _____

**New State Law Requires:** Site visits by the **Building Department** prior to the issuance of any permit. Changes in project elements or design shall not be made until such changes are approved and documented with the **Building Department**.

**Village Code Requires:** Zoning variances become invalid if authorized work has not begun within six (6) months of Building Department Approval. Extensions may be applied for to the Zoning Board. (138-1304). Building Permits expire twelve (12) months after the approval. Two (2) subsequent six (6) month extensions may be applied with approval of the Building Department and payment of fees. Additional approvals require application (48-15)

ZONING BOARD OF APPEALS   
PLANNING BOARD \_\_\_\_\_ (check one)

-----x  
IN THE MATTER OF THE APPLICATION OF

Michael Imbriano - Sembrano APPLICATION  
Village of Sea Cliff. Reality Corp  
-----x

\*Request a special use permit

Corp: CRB Restaurant  
enterprises inc.

1. Name of applicant: Robert Occhipinti DBA: Maldon & Mignonette  
2. Applicant's address: 243 Glen Cove Ave Sea Cliff

3. If the applicant is not an owner of the property which is the subject of this application, state the relationship of the applicant to the owner(s):

Tenant

4. The property which is the subject of this application is located at: 243 Glen Cove Ave, Village of Sea Cliff, N. Y. and is also known as Section 21, Block 192, Lot(s) 180, 181, 182 on the Nassau County Land and Tax Map.

5. The full name and residence address of all owners of the property (if applicant is not the sole owner) is:

Sembrano Reality Corp  
136 B Sea Cliff Ave  
Glen Cove, NY 11542

6. The property is located in the BUS-b zoning district of the Village of Sea Cliff.
7. The subject property is located on the West side side of Glencove ave (street).
8. The date on which the owner(s) acquired the property was Nov 1985.
9. The approximate dimensions of the property are 75 feet by 100.5 feet, and the total acreage of property is .17 acres.
10. The property is presently used for Mix use Residential Rental + commmerad rental (restaurant)
11. Are there existing buildings on the property? yes of \_\_\_\_\_
12. Are there any outstanding village taxes on the property? NO If so, for what years? \_\_\_\_\_
13. The applicant or owner(s) wish to make use of the property for the purpose of: continue use as restaurant
14. The Building Department of the Village of Sea Cliff denied an application for a building permit on \_\_\_\_\_
15. The proposed construction use of the property does not comply with the following sections of the Village Code: 138-902 138-907 138-1002
- \_\_\_\_\_
- \_\_\_\_\_

16. This is an application for:

an appeal

a variance

a special permit

other (describe): \_\_\_\_\_

17. Description of the problem, or reasons for this application, that support the request for relief:

(Note to Applicant - this information is particularly important, and must constitute a complete statement of the grounds for the relief which you are seeking. You may use additional sheets of paper if necessary to provide a complete response)

Village code requires a special permit for use @ a restaurant

Requesting permit extension for 5 years please!

18. Has any previous application been made to the Zoning Board of Appeals or Planning Board for the relief sought in this application, or relief similar to that sought in this application? yes If so, attach a description of each such prior application, including the date the application was made, the date of the determination by the Zoning Board of Appeals or Planning Board, and a summary of the determination by the Zoning Board of Appeals or Planning Board.

19. Has any previous application been made to the Zoning Board of Appeals or Planning Board for any other relief with respect to the property which is the subject of this application? yes  
If so, attach a description of each such prior application, including the date the application was made, the date of the determination by the Zoning Board of Appeals or Planning Board, and a summary of the determination of the Zoning Board of Appeals or Planning Board.

20. Are there any outstanding violation notices affecting the subject premises? No

21. Are there any pending court proceedings involving the subject premises? No

22. The undersigned applicant states under penalty of perjury that the foregoing statements and information, and all statements and information contained in papers submitted herewith, are true, correct and complete, to best of the signer's knowledge. (corporation CRB Restaurant Enterprises Inc. MALDEN 3 MIGNONETTE)

Name of applicant: Robert Occhipinti

Signature of applicant: Robert Occhipinti

Title of signatory: President

Date: 4/07/2021

AFFIDAVIT OF APPLICANT

STATE OF NEW YORK) SS:

COUNTY OF NASSAU )

The undersigned, being duly sworn, deposes and says that deponent has read the foregoing application subscribed by applicant, and knows the contents thereof, and that the contents of the application are true of the deponent's personal knowledge, except as to the matters stated to be upon information and belief, as to which matters deponent believes the contents to be true.

If the applicant is a corporation, the deponent is an officer thereof, to wit the President, and is authorized by the Board of Directors of the corporation to execute this application on behalf of the corporation.

If the applicant is a partnership, the deponent is a general partner thereof, and has authority to execute this application in the name of the partnership.

If the applicant is a limited liability company, the deponent is member thereof, and has authority to execute this application in the name of the company.

Robert Occhipinti  
Print Name

(Maldivian Mignonne)

Corporation  
of  
CRB Restaurant  
Enterprises  
INC

[Signature]  
Signature

Sworn to before me this 7th  
day of April 2021.

[Signature]

JENNIFER GERRITY  
NOTARY PUBLIC, State of New York  
No. 01GE6393557  
Qualified in Nassau County  
Commission Expires 06/17/2023



AFFIDAVIT OF OWNER(S)

(To be completed only if the applicant is not the sole owner)  
(All owners must sign either as owner or applicant)

STATE OF NEW YORK) SS:

COUNTY OF NASSAU )

→ Michael Imbricco being duly sworn, deposes and says that (s)he is the owner of the property known as # 243 Glen Cove Avenue Sea Cliff, n.y. 11579 in the Village of Sea Cliff. No other person is an owner of the said property except as described in the attached application. The undersigned hereby acknowledges that the applicant herein is authorized to submit this application to the Village of Sea Cliff on behalf of the owner(s) of the subject property.

*\* Michael Imbricco*

Sworn to before me on this 7<sup>th</sup>  
day of April 2021.

*Jennifer Gerrity*

JENNIFER GERRITY  
NOTARY PUBLIC, State of New York  
No. 01GE6393557  
Qualified in Nassau County  
Commission Expires 06/17/2023

STATE OF NEW YORK) SS:

COUNTY OF NASSAU )

\_\_\_\_\_ being duly sworn, deposes and says that (s)he is the owner of the property known as \_\_\_\_\_ in the Village of Sea Cliff. No other person is an owner of the said property except as described in the attached application. The undersigned hereby acknowledges that the applicant herein is authorized to submit this application to the Village of Sea Cliff on behalf of the owner(s) of the subject property.

Sworn to before me on this \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_

ZONING BOARD OF APPEALS   
PLANNING BOARD \_\_\_\_\_ (check one)  
VILLAGE OF SEA CLIFF

In the Matter of the Application of

*CRB Restaurant Enterprises INC.*

DISCLOSURE  
AFFIDAVIT  
General Municipal Law  
Section 809

STATE OF NEW YORK) COUNTY OF NASSAU )

*special use permit*

ss: *Robert Occhipinti*, being duly sworn, deposes and says:

1. I am the (applicant with respect to) (owner of the premise which are the subject of) the attached application.
2. I make this affidavit for the purposes of complying with the requirements of General Municipal Law Section 809.
3. No officer of the State of New York, and no officer or employee of the County of Nassau, the Town of North Hempstead or the Village of Sea Cliff, and no party officer of any political party, has an interest in the attached application within the meaning of General Municipal Law Section 809, except as stated hereinafter (if none, state "NONE"):

<u>Name</u>	<u>Address</u>	<u>Position</u>	<u>Nature of Interest</u>
<i>None</i>			

*Robert Occhipinti*  
Signature

Sworn to before me this *7th*  
day of *April* 20*21*.

*Jennifer Gerrity*  
JENNIFER GERRITY  
NOTARY PUBLIC, State of New York  
No. 01GE6393557  
Qualified in Nassau County  
Commission Expires 06/17/2023



**Incorporated Village of Sea Cliff**  
**Office of the Superintendent of Buildings**  
Sea Cliff Village Hall, 300 Sea Cliff Ave., Sea Cliff, New York 11579

**Inspection Authorization**

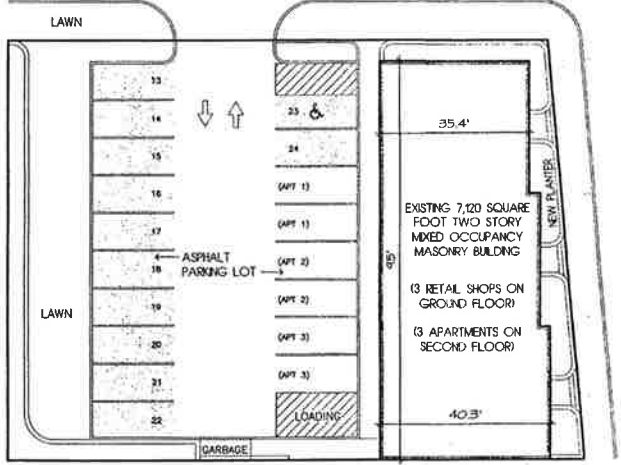
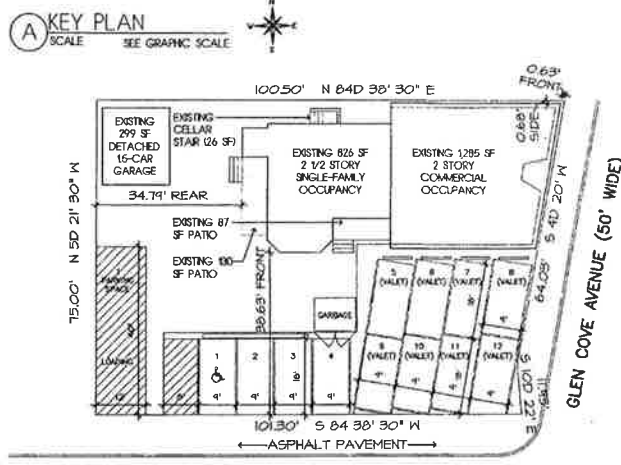
I hereby authorize the members of the Zoning Board and/or Planning Board, the Superintendent of Buildings, and Legal Counsel to the Zoning Board and/or Planning Board to enter upon and inspect my property prior to the Zoning Board and/or Planning Board rendering a determination on this application.

Homeowner:

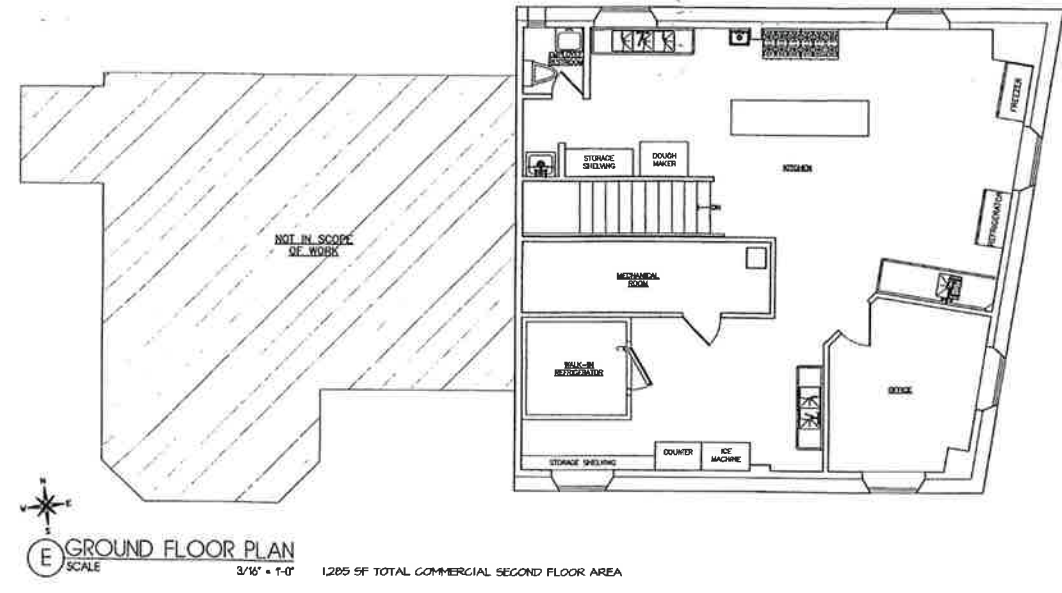
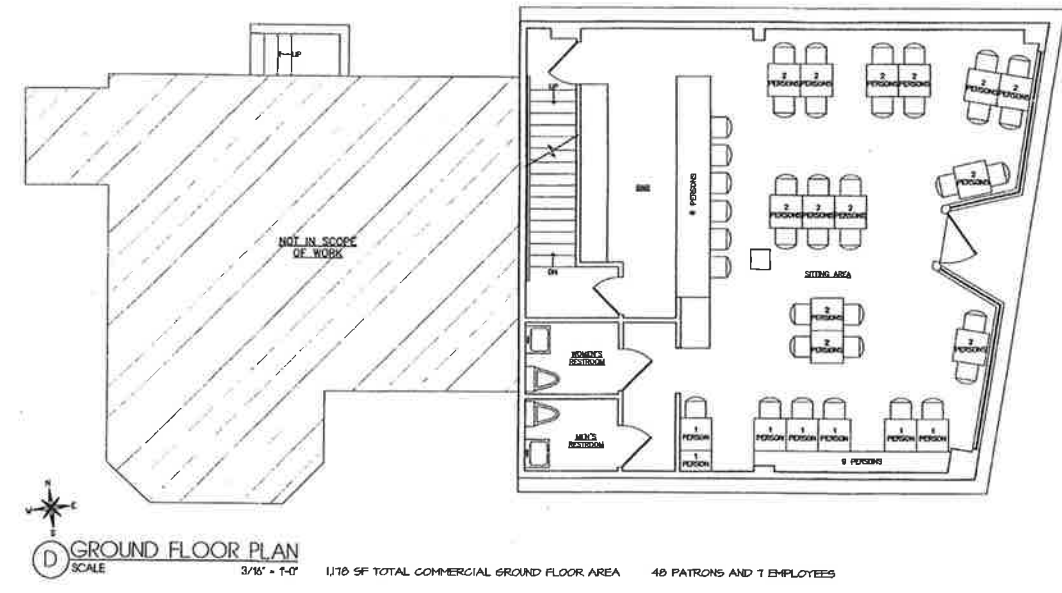
*Robert Jochym*

Date:

*7/07/2021*



**ZONING CALCULATIONS**  
SCALE NTS



**NOTE:**  
NO WORK TO COMMENCE UNTIL A BUILDING PERMIT IS ISSUED

**OWNERSHIP AND USE OF DOCUMENTS:**  
DRAWINGS AND SPECIFICATIONS, AS INSTRUMENTS OF PROFESSIONAL SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. THESE DOCUMENTS ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECTS OR PURPOSES OR BY ANY OTHER PARTIES THAN THOSE PROPERLY AUTHORIZED BY CONTRACT, WITHOUT THE SPECIFIC WRITTEN AUTHORIZATION OF PAUL RUSSO ARCHITECT.

**COPYRIGHT ©**  
ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT, AND THE SAME OR ANY PART THEREOF MAY NOT BE DUPLICATED, DISTRIBUTED, DISCLOSED, OR USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. PENALTIES SHALL APPLY WHEN USER DUPLICATES ARCHITECT'S WORK, WITHOUT ARCHITECT'S WRITTEN CONSENT.

**VERIFICATION OF CONDITIONS**  
THE CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED CONDITIONS ON THE CONSTRUCTION DOCUMENTS WITH THOSE AT THE SITE. ANY DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCREPANCIES NOT REPORTED TO THE ARCHITECT ONCE WORK HAS COMMENCED, EXCEPT FOR HIDDEN CONDITIONS WHERE APPLICABLE.

1. ISSUED TO BUILDING DEPT 07/2015  
REV NO. DESCRIPTION DATE BY:

**PAUL RUSSO, A.I.A.**  
ARCHITECT, P.C.  
114 BIRCH HILL ROAD  
LOCUST VALLEY, NEW YORK 11560  
(716) 514-5988 (716) 514-5915 www.russorichitect.com

THE DRUNKEN PIG, INC.  
243 GLEN COVE ROAD  
SEA CLIFF, N.Y. 11579  
(516) 637-1411

**SITE PLAN, ZONING / CODE, & FLOOR PLANS**



DATE: 12/2015  
AS NOTED  
DRAWN: CE  
CHECKED: PR  
PROJECT: 2015-37  
CAD FILE: 2015-37-784-2-A

A-1

**THE DRUNKEN PIG, INC.**  
243 GLEN COVE AVE, SEA CLIFF, NEW YORK, 11579

**CERTIFICATE OF INCORPORATION  
OF  
CRB RESTAURANT ENTERPRISES INC.**

**Under Section 402 of the Business Corporation Law**

Filed by:

Russo & Pedranghelu, Esqs.  
16 East Old Country Road  
Hicksville, New York 11801

**CERTIFICATE OF INCORPORATION**  
**CRB RESTAURANT ENTERPRISES INC.**

Under Section 402 of the Business Corporation Law.

The undersigned, for the purpose of forming a corporation pursuant to Section 402 of the Business Corporation Law of the State of New York, does hereby certify and set forth:

FIRST: The name of the corporation is **CRB RESTAURANT ENTERPRISES INC.**

SECOND: The purposes for which the corporation is formed are:

To engage in any lawful act or activity for which corporations may be organized under the business corporation law, provided that the corporation is not formed to engage in any act or activity which requires the act or approval of any state official, department, board, agency or other body without such approval or consent first being obtained.

To produce, treat, purchase, and otherwise acquire, cook, bake, and otherwise prepare, package, and to exchange, distribute, sell and otherwise dispose of, handle, market, store, import, export, deal and trade in food and food products of every kind, and confections, extracts, syrups, coffee, tea, cocoa, wines, liquors, ale, beer, sodas and other drinks and beverages of every kind and description, ice cubes, crushed and block ice, cigars, cigarettes, tobacco and smoking supplies.

To conduct the business of restaurateurs, caterers, inn keepers, tobacconists, bakers, butchers, cooks, concessionaires, purveyors, suppliers, preparers, servers, and dispensers of food and drink; and to engage in all activities, render all services, and to buy, sell, use, handle, and deal in all fixtures, machinery, apparatus, equipment, accessories, tools, materials, products and merchandise incidental or related thereto, or of use therein.

To erect, construct, establish, purchase, lease and otherwise acquire, and to hold, use, equip, outfit, franchise the operation of, supply, service, maintain, manage, operate, sell and otherwise dispose of restaurants, inns, taverns, cafeterias, grills, pizzerias, take-out

restaurants, fast food restaurants, snack bars, automats, buffets, diners, delicatessens, lunch rooms, coffee shops, luncheonettes, ice cream parlors, milk bars, candy stores, soda fountains, bakeries, kitchens, bars, cocktail lounges, cafes, banquet halls, catering establishments, concessions and other eating and drinking places and establishments of every kind and description.

To acquire by purchase, subscription, underwriting or otherwise, and to own, hold for investment, or otherwise, and to use, sell, assign, transfer, mortgage, pledge, exchange or otherwise dispose of real and personal property of every sort and description and wheresoever situated, including shares of stock, bonds, debentures, notes, scrip, securities, evidences of indebtedness, contracts or obligations of any corporation or association, whether domestic or foreign, or of any firm or individual or of the United States or any state, territory or dependency of the United States or any foreign country, or any municipality or local authority within or without the United States, and also to issue in exchange therefor, stocks, bonds or other securities or evidences of indebtedness of this corporation and, while the owner or holder of any such property, to receive, collect and dispose of the interest, dividends and income on or from such property and to possess and exercise in respect thereto all of the rights, powers and privileges of ownership, including all voting powers thereon.

To construct, build, purchase, lease or otherwise acquire, equip, hold, own, improve, develop, manage, maintain, control, operate, lease, mortgage, create liens upon, sell, convey or otherwise dispose of and turn to account, any and all plants, machinery, works, implements and things or property, real and personal, of every kind and description, incidental to, connected with, or suitable, necessary or convenient for any of the purposes enumerated herein, including all or any part or parts of the properties, assets, business and goodwill of any persons, firms, associations or corporations.

The powers, rights and privileges provided in this certificate are not to be deemed to be in limitation of similar, other or additional powers, rights and privileges granted or permitted to a corporation by the Business Corporation Law, it being intended that this corporation shall have all rights, powers and privileges granted or permitted to a corporation by such statute.

THIRD: The office of the corporation is to be located in the County of Suffolk, State of New York.

FOURTH: The aggregate number of shares which the corporation shall have the authority to issue is Two Hundred (200), all of which shall be without par value.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the corporation served on him is:

21 Walnut Street  
Smithtown, New York 11787

SIXTH: The personal liability of directors to the corporation or its shareholders for damages for any breach of duty in such capacity is hereby eliminated except that such personal liability shall not be eliminated if a judgment or other final adjudication adverse to such director establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled or that his acts violated Section 719 of the Business Corporation Law.

IN WITNESS WHEREOF, this certificate has been subscribed to this 29th day of May, 2018 by the undersigned who affirms that the statements made herein are true under the penalties of perjury.

*Lawrence A. Kirsch*

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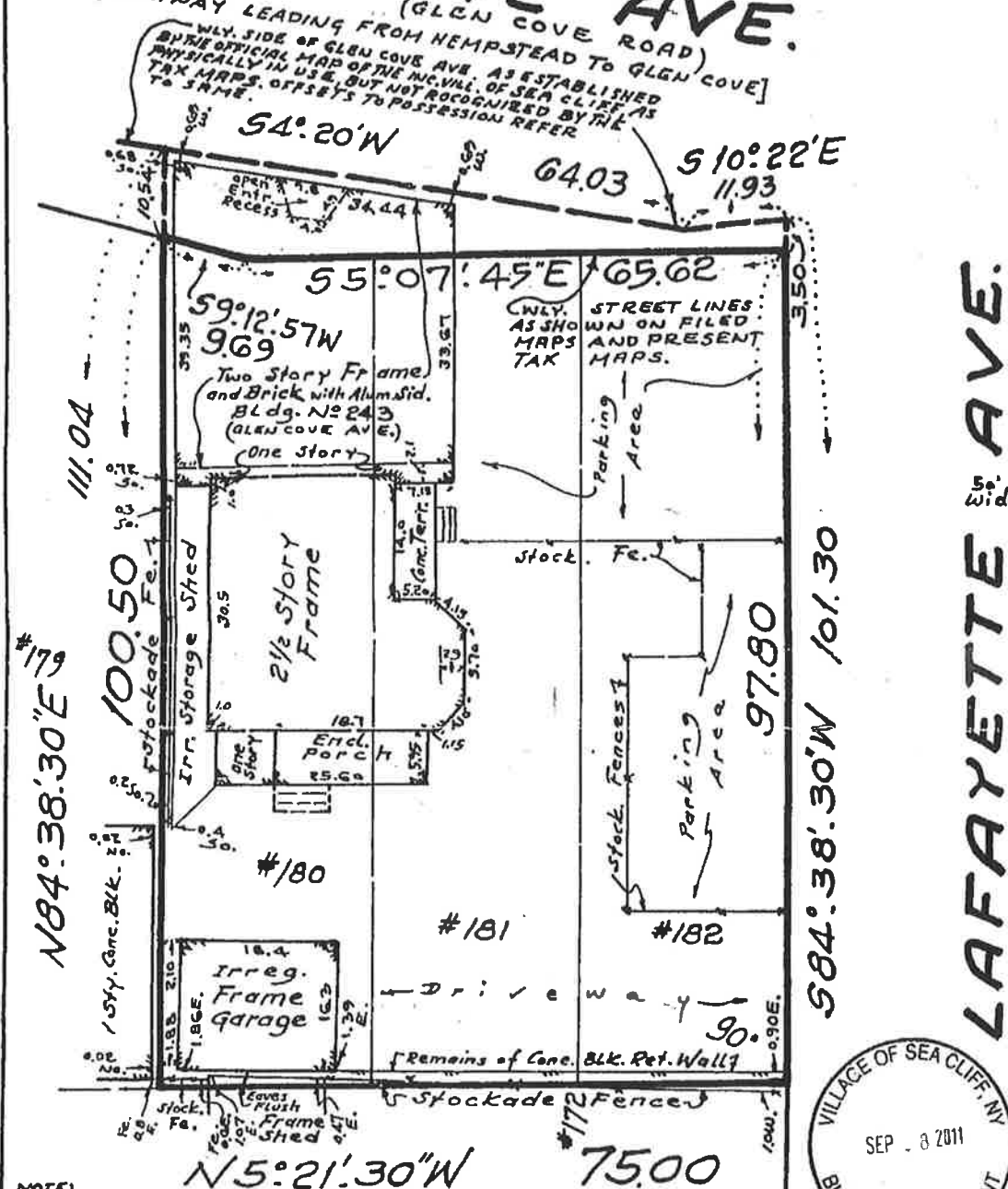
LAWRENCE A. KIRSCH  
90 State Street  
Albany, New York 12207





# GLEN COVE AVE.

[HIGHWAY LEADING FROM HEMPSTEAD TO GLEN COVE]  
 (GLEN COVE ROAD)  
 WLY. SIDE OF GLEN COVE AVE. AS ESTABLISHED BY THE OFFICIAL MAP OF THE INC. VILL. OF SEA CLIFF AS PHYSICALLY IN USE, BUT NOT RECOGNIZED BY THE TAX MAPS. OFFSETS TO POSSESSION REFER TO SAME.



NOTE: PREMISES ALSO APPEAR ON MAP OF LAFAYETTE PARK, FILED: 8-31-09, NO 156, CASE 1403. SAME DIMENSIONS AND LAYOUT.

NOTE: THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR TITLE SURVEYS AS SET FORTH BY THE N.Y. STATE LAND TITLE.



LOT 3 180 to 182 incl.  
 BLOCK -  
 MAP OF *The Carpenter Property* Filed: 4-12-1894  
 NO 1818, A. CO. R.O.  
 N. CO. CASE NO 1712  
 SITUATED AT SEA CLIFF, NASSAU COUNTY, N.Y.  
 GUARANTEED TO Nations Title Insurance of  
New York, Salvatore Imbriano

**KRAUSE LAND SURVEYOR**  
 HEINZ B. KRAUSE  
 CITY SURVEYOR  
 N.Y.S. LIC. 37721  
 ARTHUR HERMAN  
 N.Y.S. LIC. 43745  
 P. O. BOX 112, 789 OLD COUNTRY ROAD  
 WESTBURY, N. Y. 11590-0018  
 516-333-0868  
 DATE Nov. 14, 1915

SCALE 1" = 16' 5"

CO. HICKSVILLE, N. Y. - OGILVIE 0412-15

# This Agreement BETWEEN

**SANTANO REALTY CORP.**, A New York Corporation with offices located at 136B Sea Cliff Avenue, Glen Cove, New York 11542 as Landlord

and **TOPCAT BBQ, INC.** formerly known as **TOPCAT WINES & Liquors, Inc.**, A New York Corporation, with offices located at 400 Carney St, Apt C, Glen Cove, N.Y. 11542 as Tenant

**Witnesseth:** The Landlord hereby leases to the Tenant the following premises: 263 Glen Cove Avenue, Sea Cliff, New York; two story commercial building and corner parking lot and basement, main floor and kitchen on second floor; excludes attached dwelling

for the term of ten (10) years

to commence from the 1st 15th day of Feb, 2018, and to end on the 31st day of Dec, 2028, with rent commencing on June 1, 2018, with a ten (10) year option after 2028, granted to Tenant provided all payments are up to date and current.



1st. That the Tenant shall pay the monthly rent upon the conditions and covenants following:

See Paragraph 28

said rent to be paid in equal monthly payments in advance on the first day of each and every month during the term aforesaid, as follows:

See Paragraph 28

2nd. That the Tenant shall take good care of the premises and shall, at the Tenant's own cost and expense make all repairs

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

3rd. That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body, at the Tenant's own cost and expense.

4th. That the Tenant, successors, heirs, executors or administrators shall not assign this agreement, or sublet or under-lease the premises, or any part thereof, or make any alterations on the premises, without the Landlord's consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the Landlord as if it were the expiration of the original term.

5th. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Premises can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Premises are unusable. If part of the Premises can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Premises is usable. Landlord need only repair the damaged structural parts of the Premises. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, Tenant's employees or invitees, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Premises to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Premises or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

not to be unreasonably withheld

6th. The said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

7th. The Tenant also agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

8th. That if the said premises, or any part thereof shall be deserted or become vacant during said term, or if any default be made in the payment of the said rent or any part thereof, or if any default be made in the performance of any of the covenants herein contained, the Landlord or representatives may re-enter the said premises by force, summary proceedings or otherwise, and remove all persons therefrom, without being liable to prosecution therefor, and the Tenant hereby expressly waives the benefit of any notice in writing of intention to re-enter, and the Tenant shall pay at the same time as the rent on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any moneys collected, first to the expense of re-entrance or other charges due and to grow due to the Landlord, and then to the payment of the rent and all deficiency.

9th. Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by the Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

10th. That the Tenant shall neither encumber nor obstruct the sidewalk in front of, entrance to, or halls and stairs of said premises, nor allow the same to be obstructed or encumbered in any manner.

11th. The Tenant shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises or any other part of same, except in or at such places or places as may be indicated by the Landlord and consented to by the Landlord in writing. And in case the Landlord or the Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint the said premises or the building wherein same is situated or shall have the right to do so, providing the same be removed and replaced at the Landlord's expense, whenever the said repairs, alterations or improvements shall be completed.

12th. That the Landlord is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or by or caused by or be due to the negligence of the Landlord.

13th. That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy. The said Tenant hereby expressly waives the benefit of any notice in writing of intention to re-enter.

14th. That this instrument shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage and the term hereby granted is expressly limited accordingly.

15th. The Tenant has this day deposited with the Landlord the sum of \$ 8,000.00 as security for the full and faithful performance by the Tenant of all the terms, covenants and conditions of this lease upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of said terms, covenants and conditions on Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendor for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

16th. That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

17th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

18th. Tenant shall pay to Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. Tenant shall pay the proportionate part of the sewer rent or charge imposed upon the building. All such rents or charges or expenses shall be paid as additional rent and shall be added to the next month's rent thereafter to become due.

19th. That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

20th. The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

21st. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the Tenant.

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22nd. If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

23rd. In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejection of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between Landlord and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and for any claim of injury or damage.

24th. The Tenant waives all rights to redeem under any law of the State of New York.

25th. This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impeded or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

26th. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services," if any, herein expressly or impliedly agreed to be furnished by the Landlord to the Tenant, it is agreed that there shall be no diminution or abatement of the rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, not gross negligence on the part of the Landlord. If such interruption or curtailment of any such "service" shall be deemed a constructive eviction, the Landlord shall not be required to furnish, and the Tenant shall not be entitled to receive, any of such "services" during any period wherein the Tenant shall be in default in respect to the payment of rent. Neither shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date so above fixed.

27th. Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available, but the term herein shall not be extended.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is mutually understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto and upon their respective successors, heirs, executors and administrators.

In Witness Whereof, the parties have interchangeably set their hands and seals (or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed) this day of \_\_\_\_\_, 2018

Signed, sealed and delivered in the presence of

SANDRANO REALTY  
BY: Michael Imbriano / See Thomas Blair  
MICHAEL IMBRIANO, SEC/TREAS. L. S.  
TOPCAT BBQ INC. f/k/a  
TOPCAT BROS. RESTAURANTS, INC. L. S.  
BY: Thomas Blair L. S.  
THOMAS BLAIR, PRESIDENT

State of New York,  
County of

} ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

State of New York,  
County of

} ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_

that he is the \_\_\_\_\_ of

the corporation mentioned in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal that it was so affixed by order of the Board of \_\_\_\_\_ of said corporation; and that he signed his name thereto by like order.

SAGIANO REALTY CORP.

TOPCAT, INC., f/k/a  
TOPCAT WINES & LIQUORS, INC.

LEASE

2018

MARTIN J. HERMAN  
245 GLEN COVE AVENUE  
SEA CLIFF, NY 11579  
(516) 676-1610  
(516) 676-1775

In Consideration of the letting of the premises within mentioned to the within named Tenant and the sum of \$1.00 paid to the undersigned by the within named Landlord, the undersigned do hereby covenant and agree, to and with the Landlord and the Landlord's legal representatives, that if default shall at any time be made by the said Tenant in the payment of the rent and the performance of the covenants contained in the within lease, on the Tenant's part to be paid and performed, that the undersigned will wait and truly pay the said rent, or any arrears thereof, that may remain due unto the said Landlord, and also pay all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said Landlord. The undersigned hereby waives all right to trial by jury in any action or proceeding hereinafter instituted by the Landlord, to which the undersigned may be a party.

In Witness Whereof, the undersigned has set hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

WITNESS

f. s.

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RIDRR TO LEASE DATED 2/15/18, 2018 MADE BY AND  
BETWEEN SAMIANO REALTY CORP., AS LANDLORD, AND TOPCAT BBQ, INC.  
f/k/a TOPCAT WINES & LIQUORS, INC., AS TENANT

THREE THOUSAND NINE HUNDRED FIFTY (\$3,950.00)

28<sup>th</sup>. The monthly rental shall be ~~FOUR THOUSAND (\$4,000.00)~~ DOLLARS per month with rent increases of an additional ~~3~~ <sup>3.5</sup> percent annum for each and every year thereafter, beginning ~~7/1/19~~ <sup>7/1/18</sup>, including option years, payable on the first of each month, in advance, for each of the remaining years of this lease and the option years herein granted. (See ~~4~~ <sup>4B</sup> of the rider.)

29<sup>th</sup>. In addition to the foregoing Paragraph 28<sup>th</sup>, the Tenant shall pay to the Landlord an additional rent one-half (1/2) of any increase of real estate taxes affecting the premises from the base year 2017-2018 for school taxes and village taxes and ~~2018~~ <sup>2018</sup> for the general tax, which totals \$30,145.61.

30<sup>th</sup>. All <sup>interior</sup> walls, ceiling, lighting fixtures, electrical outlets, plumbing and heating fixtures as presently existing on the premises shall remain in "as is" condition for the exclusive use by the Tenant during the term of this lease and any renewal thereafter, and Tenant's own cost and expense. Tenant shall be responsible for erecting and installing its interim curtain walls, carpeting, tile or other floor covering in the premises demised here, at Tenant's sole cost and expense. In addition, Tenant shall install any electrical wiring and outlets, if any, in those interior walls, at Tenant's sole cost and expense.

Tenant shall obtain, at its sole cost and expense, any and all permits and approvals required for any such interior improvements and alterations made by Tenant. Tenant shall, prior to making any such interior improvements or alterations, provide Landlord with a plan for said alterations and improvements showing the detail of said alterations and improvements.

31<sup>st</sup>. Any violations which may be caused by the acts of the Tenant, his servants or agents, in the future with respect to the interior or exterior of the premises shall be corrected by the Tenant, and Tenant shall pay, upon demand, to Landlord, as additional rent the cost of removing said violations, including therein any repairs and other costs incurred by the Landlord in removing such violations, in the event Tenant fails to remove same within 30 days of notice thereof.

32<sup>nd</sup>. All interior maintenance and repairs, if necessary, shall be made by the Tenant. Tenant shall pay, upon demand, to Landlord, as additional rent the cost of such repairs in the event Tenant fails to repair same within 30 days of demand by Landlord.

33<sup>rd</sup>. Tenant shall be responsible for its own snow removal and maintenance of the sidewalk, parking lot, exterior lighting, etc.

Tenant shall provide Landlord with a key to the demised premises to enable Landlord access to the demised premises in the event of emergency. Tenant shall hold Landlord harmless and indemnify Landlord against any claims of wrongdoing relative thereto.

34<sup>th</sup>. Tenant shall provide and pay for its own heat and all other utilities including but not limited to hot and cold water, electric and gas, if any, as per separate meter. Tenant shall be responsible for all maintenance and care of the heating equipment and shall keep same in good condition and repair.

~~35<sup>th</sup>. It is the intent of the parties that this be a net, net, net lease to the Landlord and that the Tenant shall pay all expenses relative to the Landlord and that the Tenant shall pay off expenses relative to the demised premises and that the Landlord is responsible for no expenses relative thereto except as expressly set forth in this Agreement.~~

36<sup>th</sup>. Notwithstanding any provision of this Lease to the contrary, the Tenant shall have the right to erect and maintain a flat sign or signs on the façade of any buildings located thereon or elsewhere on the premises required in connection with the business conducted at the demised premises, provided that Tenant shall first at its own cost and expense obtain any permit or permits which may be required in connection with the erection or maintenance of any such sign or signs and further provided that Tenant shall first provide Landlord with a plan for said sign or signs showing the dimensions, color and location which is acceptable to the Landlord. The Tenant understands and agrees that all signs on the building wherein the premises are located are all to be of the same color, design, print style and material. The Tenant agrees, at its own cost and expense, to keep any such sign or signs in good order and condition, to remove same upon the expiration or sooner termination of the term hereof, to repair any damage caused by such removal, and to indemnify and hold harmless the Landlord of and from any and all claims, losses, damages and expenses whatsoever, arising out of or in connection with any such sign or signs.

37<sup>th</sup>. In the event the holder of this Lease shall become bankrupt, insolvent, etc., the Landlord shall not terminate this Lease provided that all installments of rent or additional rent due or thereafter to become due shall be made as and when same shall become due.

38<sup>th</sup>. During the term of this Lease the Tenant shall obtain at its own cost and expense and pay the premiums for and deliver to Landlord, the following policies of insurance:

(a) Public Liability insurance in combined single limits of at least \$1,000,000.00 for personal injuries and \$500,000.00 for property damage covering the demised premises, the sidewalks in front of or adjacent thereto the parking lot, if any, and the sign or signs erected or maintained by Tenant, which policy shall name Landlord as an insured and may also cover the Tenant as insured as their interests may appear.

(b) All risk fire insurance in the amount of the full replacement value of the improvements thereon with ~~\$250.00~~ <sup>\$1,000.00</sup> deductible clause which policy shall name the Landlord as an insured and may also cover the Tenant as insured, as their interests may appear. The Tenant shall always carry sufficient insurance so that the Landlord does not become a co-insurer.

Such policies shall be in standard form written by companies authorized to do business in the State of New York and shall contain a clause providing for cancellation only upon at least 30 days written notice to the Landlord due to any act of Tenant which might cause a cancellation. Tenant shall deliver proof of due payment of the premiums for such policies or renewals. In the event the Tenant shall fail to procure any such policy or renewal and/or deliver same to Landlord and/or deliver proof of payment of the premium therefor to Landlord, all as above provided, the Landlord may, but shall not be obliged to procure any such policy or renewal and the amount of any such premium whether or not paid by Landlord shall constitute additional rent hereunder and may be added to the rent due or hereafter to become due hereunder, and Landlord shall have the same rights and remedies for the collection thereof as for unpaid rent. All policies shall name the Landlord as an interested party.

39<sup>th</sup>. It is specifically understood and agreed that the Tenant shall not make any interior improvements or alterations to the demised premises without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld, and Tenant shall make no exterior or structural alterations to the demised premises.

In the event the Tenant obtains from the Landlord written consent to make improvements or alterations to the demised premises the Tenant agrees that all of said alterations thereto will be at its own cost and expense and will be in accordance with the laws of the Building Department of the Town of Oyster Bay and any and all other laws, rules or regulations that apply thereto. Tenant shall obtain all licenses, plans and permits necessary and provide two copies to Landlord before proceeding. The Tenant further guarantees that such alterations shall be made without cost to the Landlord and shall indemnify and save harmless the Landlord against any Mechanic's Liens and other claims arising out of, or in respect of said alterations or any part or parts thereof.

That if any Mechanic's Lien or liens shall be filed against the demised premises for work done, or materials furnished to the Tenant, the Tenant shall, within 45 days thereafter at its own cost and expense, cause such lien or liens to be discharged, by filing the bond or bonds required by law for that purpose.

40<sup>b</sup>. Upon default in the payment of any installment of rent, or upon default in performance of, or upon the breach of any substantial term or condition of this lease on the Tenant's part to be observed or performed, and in the event of such default, the rent shall become due thereupon and be paid up to the time of any re-entry and/or expiration, together with such reasonable expenses as the Landlord may incur for legal disbursements, attorney's fees, and for putting the demised premises in good order or for preparing same for re-rental. The Landlord may re-let the demised premises either in the name of the Landlord or otherwise for the balance of the term or for a longer period of time, and the Tenant or the Tenant's representatives shall also remain liable for any rent to the Landlord as liquidated damages for the Tenant's failure to observe and perform said Tenant's covenants herein contained, the equivalent of the amount of all the rent hereby covenanted to be paid, less the avails of re-letting, if any, collected by the Landlord during the period which would have constituted the balance of the term of this lease. Such liquidated damages shall be paid by the Tenant in monthly installments, upon statements rendered by the Landlord and any suit brought to collect such damages shall not prejudice in any way the Landlord's right to collect or bring suit for such damages as may be payable for any subsequent month.

41<sup>a</sup>. Notwithstanding anything to the contrary contained in this lease, of the Tenant shall keep, observe and comply with all of the terms, provisions, covenants and conditions of this Lease including but not limited to the Occupancy Clause set forth in this Lease, Landlord agrees that it will not unreasonably withhold its consent to an assignment of the within Lease upon the following conditions:

(a) The assignment shall assign all of the Tenant's right in and interest under this Lease, including the security, if any, then on deposit.

(b) That the Assignee deposit with Landlord an additional two (2) months rent on the assignment.

(c) At the time of such assignment, this Lease is in full force and effect and there is no default thereunder on the part of the Tenant.

(d) That the Assignee shall assume in writing the performance of all of the provisions, terms, covenants and conditions of this Lease required to be performed by the Tenant.

(e) A copy of the Assignment of Lease and the original Assumption Agreement (both in form and content satisfactory to the Landlord) fully executed and acknowledged by the Assignee, shall be delivered to the Landlord within ten (10) days from the date of such Assignment.

(f) The provisions of this paragraph and all of the subdivisions thereof shall be applicable to each and every subsequent assignment.

42<sup>a</sup>. Tenants shall have the use of on premises parking spaces, to be designated by Landlord, for the parking of automobiles of the Tenant, its employees and invitees.

Tenant shall not use or permit any of its invitees, guests, clients, agents, agents or employees to use any parking spaces in excess of Tenant's allotted number of spaces. Landlord shall have no obligation to police said parking spaces.



43<sup>rd</sup>. Tenant shall receive a three (3) month concession until the first payment of rent shall occur.

~~14<sup>th</sup> Lease is transferable with approval of LLC or CORP.~~

SAMIANO REALTY CORP. LANDLORD

BY: Michael Imbriano (Sec/Treasurer)  
MICHAEL IMBRIANO, SEC/TREAS.

TOPCAT BEV, INC. f/k/a  
TOPCAT WINES & LIQUORS, INC. , TENANT

BY: Thomas Blair  
THOMAS BLAIR, PRESIDENT

SECOND RIDER TO LEASE DATED February 15, 2018, MADE BY AND BETWEEN SAMIANO REALTY CORP., AS LANDLORD, AND TOPCAT BBQ, INC. F/K/A TOPCAT WINES & LIQUORS, INC., AS TENANT.

The following changes shall be made to the Rider to Lease:

Para. 30<sup>th</sup>. At the end of the first sentence add, "except same shall be in working order at the commencement of the Lease and taking of possession by Tenant."

At the very end of paragraph 30<sup>th</sup> add, "Nothing contained herein shall be interpreted to require Tenant to make any structural repairs to the Premises including but not limited to the roof, exterior walls, foundation, loadbearing walls, structural beams, parking lot, etc."

Para. 33<sup>rd</sup>. At the beginning of the paragraph add, "Tenant shall have the exclusive use for its patrons of the parking area consisting of twelve (12) at the South corner of the demised premises.

After the words, "Tenant shall be responsible for its own snow removal", delete the word "maintenance" and insert the words, "and cleaning and minor repairs" in its place.

At the end of the paragraph add, "Nothing contained herein shall be interpreted to require Tenant to make major structural repairs or to replace the sidewalk or parking lot or exterior lighting that is part of or services the demised premises and reserved for the exclusive use by patrons of Tenant."

Para. 34<sup>th</sup>. At the end of the first sentence, add "Tenant shall not be responsible for maintenance of any heating, electrical, hot and cold water or gas equipment that do not service the demised premises."

Add a new paragraph 44<sup>th</sup> to read as follows:

"Tenant shall have a right of first refusal for the purchase of the Premises as follows:

If Landlord receives from any third party, other than one controlled by Landlord's principal shareholder or members of its immediate family as majority shareholder or general partner, an acceptable bona fide offer to purchase the Demised Premises or the Entire Premises, it shall submit a written copy of such offer and/or a complete copy of the contemplated contract to Tenant at the Demised Premises by certified mail, return receipt requested, or by Federal Express or other overnight carrier where delivery can be verified, with a notice giving Tenant thirty (30) days, time being of the essence, within which to elect to meet all the terms and conditions, without exception, of such offer. If Tenant elects to purchase the Premises in accordance with the terms of the offer, it shall give Landlord, within ten (10) days of its receipt of the notice made pursuant hereto (time being of the essence), written notice by certified mail, return receipt requested, or by Federal Express or other overnight carrier where delivery can be verified, delivered to the principal place of business of Landlord. Tenant shall then have ninety (90) days thereafter to proceed to closing whereupon Landlord shall convey to Tenant a good and marketable title free and clear of all liens and encumbrances."

SAMIANO REALTY CORP., Landlord

By: Michael Imbriano Sec/Treasurer  
MICHAEL IMBRIANO, SEC/TREAS.

TOPCAT BBQ, INC., f/k/a/  
TOPCAT WINES & LIQUORS, INC.

By: Thomas Blain  
Thomas Blain, President

LICENSE FOR PARKING SPACES

This license agreement, made on the (6<sup>th</sup>) day of (Feb), 2018 by and between 259 Glen Cove Avenue Corp., with offices at 196 Sea Cliff Avenue, Glen Cove, New York (hereinafter "Licensor") and Topcat Wines & Liquors, Inc., with offices at 403 CAMP ST Apt. 2B (hereinafter "Licensee").

GLEN COVE NY 11542

WITNESSETH:

WHEREAS, Samlano Realty Corp. ("Samlano") and the Licensee have recently entered into a lease agreement, wherein the Licensee leased from the Licensor certain premises located at 243 Glen Cove Avenue, Sea Cliff, NY to own and operate a restaurant, and

WHEREAS, Licensor and Samlano are both principally owned by Salvatore Imbriano, and

WHEREAS, the premises leased to the Licensee contains 12 parking spaces for motor vehicles; and

WHEREAS, the Licensor owns certain real property located at 259 Glen Cove Avenue, Sea Cliff, NY which contains substantial parking spaces; and

WHEREAS, the parties are desirous to enter into this Agreement whereby the Licensee may obtain the additional parking spaces necessary to satisfy the requirements of the Village of Sea Cliff.

NOW, THEREFORE, it is agreed by the parties as follows:

1. The precatory provisions hereinabove are expressly made a part of this license agreement.
2. The Licensor does hereby grant to Licensee a license and permit to utilize parking for up to 12 motor vehicles at the premises 259 Glen Cove Avenue, Sea Cliff, NY, after 5:00 p.m. on weekdays and on weekends and holidays.
3. The Licensee in consideration thereof shall pay Licensor the sum of \$50 per month for this license privilege.
4. The Licensee agrees to provide a liability policy of insurance covering all of its activities upon the licensed parking area granted herein in the amount of ~~50~~ \$1 million, naming the Licensor as an additional insured upon the said liability insurance certificate.
5. The parties agree and acknowledge that the Licensee shall be permitted to utilize valet parking services, and the liability insurance herein shall also apply to all valet services upon the premises, and the services of any agent, employee or servant of the Licensee upon the licensed premises, or require valet company to provide in the amount set forth in par. 4 naming both Licensee and Licensor as named insureds.
6. The term of this license agreement shall be for ten years, and shall expire 5/19, 2018.

7. Notwithstanding anything to the contrary contained in this License Agreement, in the event the Licensee fails to pay rent when due and owing or in the event Licensee fails to obtain appropriate and required insurance under this Agreement, or in other respects breaches the terms of the License Agreement, then in such event upon written notice of default, the Licensor may cancel this License Agreement. <sup>10/1/11</sup> and if said default is not cured within 20 days of such notice,

IN WITNESS WHEREOF, the parties have set their hands and sealed on the date first above written.

259 GLEN COVE AVENUE

BY: Salvatore Imbriano / see / The signed  
SALVATORE IMBRIANO, PRESIDENT <sup>SUBC-THEAS</sup>

<sup>MICHAEL</sup>  
TOPCAT BBO, INC. f/k/a

TOPCAT WINES & SPIRITS, INC.

BY: Thomas Blair  
THOMAS BLAIR, PRESIDENT

## **CRB RESTAURANT ENTERPRISES DECISION**

At a meeting of the Board of Appeals of the Village of Sea Cliff, New York, on August 21, 2018, on motion of the Chair, seconded by Mr. Wolner, and adopted unanimously by those present, the Board, having duly considered the matters brought forth at the public hearing, and other matters properly within the consideration of this Board and having discussed the subject application, rendered the following determination:

1. The applicant CRB Restaurant Enterprises Inc. and Robert Occhipinti, as prospective tenant, and Samiano Realty Corp., as owner, of 243 Glen Cove Avenue, Sea Cliff, New York applied to operate a restaurant at the premises, which use requires a special use permit pursuant to Village Code §138-902. Premises are designated as Section 21, Block 192, Lot 180 on the Nassau County Land and Tax Map. The Subject Premises is located in the Village's Business B Zoning District.
2. The Subject Premises is located on the northwest corner of Glen Cove Avenue and Lafayette Avenue and is surrounded by commercial uses along Glen Cove Avenue to the south, north and east. There are residential properties to the west of the Subject Premises. The building has been used for commercial purposes, including Grimaldi's restaurant and the Crispy Pig restaurant.
3. The applicant has applied to the Board to permit the restaurant to continue to be used as a restaurant. Such proposed use requires a special use permit pursuant to Village Code §§138-902 and 903.
4. The owner of the premises, and a previous tenant, obtained approval for the use and the parking variance in March 2016 and again in January 2018. The special permit was granted in March 2016 for a period of 18 months, and in January 2018 for a period of three years. On May 15, 2018, a new prospective operator was issued a special permit for a 2 year period. That permit is limited to operation by the then applicant, and thus does authorize the current applicant's proposed use. The applicant, thus, requires a new special permit.
5. The applicant proposes to use the first floor of the Subject Premises for a restaurant with seating for 43 patrons. The second floor is proposed to be used only for storage and food preparation.
6. The applicant proposes to have valet parking at the site after 5pm. The proposed restaurant hours are 5:00pm-11:00pm Mondays

through Friday and 11:00am-11:00pm, Saturdays and Sundays. There is no proposed outdoor seating.

7. The site plan submitted by the applicant depicted 12 on-site parking stalls, including tandem parking. The applicant has committed to provide valet parking, free of charge to customers, in the evening (after 5pm) on Fridays, Saturdays and Sundays.
8. The applicant provided to the Board a copy of a license agreement providing for parking of 12 vehicles at 259 Glen Cove Avenue, after 5pm and on weekends and holidays.
9. The applicant represents that the customer activity of the Subject Premises in the afternoon will be minimal in comparison to the activity in the evening. Based on the location of the Subject Premises, applicant submits that the afternoon use will primarily involve pedestrian traffic and there will be minimal use of the parking area.
10. To balance the potential impact the proposed use may have on nearby properties in the area with the obligation of this Board to issue a special permit where adequate, reasonable, and appropriate safeguards and restrictions can be imposed to minimize the adverse effects, this Board will grant the special permit requested subject to the following conditions:
  - a. The business shall be conducted as a restaurant with customer seating only on the first floor;
  - b. The second floor shall be used only for food preparation and storage, and in no event for customer seating;
  - c. There shall be no outdoor customer seating;
  - d. No music or amplified sound shall be audible outside the building and the applicant shall be required to apply to this Board for any type of intensification of the proposed use, including the proposed use of live entertainment, dancing or similar forms of occupancy, including any occupancy involving amplified music;
  - e. The maximum number of seats permitted in the Subject Premises, whether by seats, stools or in any other manner, shall be 43;
  - f. The hours of operation shall be from 5:00pm to 11:00pm Mondays through Fridays and 11:00am to 11pm, Saturdays and Sundays. Applicant may operate during shorter time periods within the timeframe set forth herein, but any increase in hours requires an application to this Board;
  - g. The premises shall not be used for any use which will intensify or increase the usage or the parking requirements without further application to this Board;

h. The proposed use shall be conducted in such a manner as to minimize, as much as possible, any adverse effect on the nearby residential properties resulting from excessive noise or any other type of nuisance;

i. The parking of vehicles by patrons of the premises, employees, or suppliers, and the loading or unloading of equipment and supplies, shall not interfere with the normal flow of traffic on Lafayette Avenue or Glen Cove Avenue. A valet shall be provided for customers at no fee beginning at 5pm. The valet shall be at a location on Lafayette Avenue that is no closer to Glen Cove Avenue than the dumpster location towards the westerly end of the premises or at such other location as directed by the Superintendent of Buildings;

j. When making deliveries, the suppliers shall not block any portion of the Lafayette Avenue or Glen Cove Avenue;

k. All exhaust fans shall be located as provided in the plans submitted with the application and shall be directed away from any residential properties and shall be installed with any barriers which are necessary to minimize, to the extent possible, any adverse impacts resulting from noise or fumes;

l. The garbage disposal receptacle shall be fully enclosed at all times (excluding when trash is actually being placed in or removed from the receptacle) in a manner that prevents rodents or other animals from accessing the receptacle and prevents odors from traveling to neighboring properties. The precise location shall be subject to the approval of the Building Department and shall be screened from adjoining properties. In the event that the receptacle is determined by the building department to create a nuisance or potential nuisance, the dumpster shall be moved to a location determined by the Building Department. The dumpster shall be removed or emptied only during the hours permitted under the Village Code.

m. The receptacle shall be cleaned and sanitized at least once per month and shall be emptied at least 2 times per week. No trash or debris shall be permitted to accumulate on site outside of these containers.

n. No deliveries shall be made by tractor trailer sized vehicles. No trucks in excess of 24 feet in length shall make any deliveries to or pick-ups from, the property. No deliveries or shipments shall be made to or from the property before 7:00 am or after 6:00 pm on any day;

o. Prior to issuance of a certificate of occupancy, the applicant shall obtain full approval, if necessary, from the Nassau County Department of Health and all other agencies for the cooking of food, the use of the cooking and cleaning equipment proposed to

be used on-site (including the pizza oven) and any required modifications to the septic or water systems;

p. Any fire sprinkler system and use of the premises for cooking purposes shall conform to applicable NFPA requirements, as determined by the Building Superintendent or any municipal agency with jurisdiction;

q. Cooking equipment shall not be cleaned outside, nor shall any cooking residue be washed into the streets, parking area, alleys, sidewalks, neighboring properties or storm sewers;

r. Because of the proximity of residential properties on Lafayette Avenue to the restaurant use, and the potential for nuisance resulting from permitting dining late at night, the following conditions shall apply:

i. No food service or use shall occur outside;

ii. Any outside lighting shall be designed and installed so as to minimize the impact on adjoining properties by appropriate shielding, direction and reduction of glare and reflection. Final approval of any lighting shall be determined by the Building Department. Any new exterior lighting or building lighting shall be mounted at a height and in a location such that no light spillage of 0.1 foot-candle or higher shall extend beyond the property lines;

iii. No background or ambient (or other type of) music shall be permitted outside, and the doors and/or windows shall not be left open in a manner which would circumvent this restriction;

iv. Loitering outside of the restaurant is prohibited; and

v. The special permit is contingent upon the continued authorization to use the nearby premises for parking purposes after 5pm daily, if the license to so use that parking area is in any way no longer in effect, applicant shall make immediate arrangements for the same number of parking stalls no longer exclusive to the restaurant use.

s. The applicant shall install signage to advise patrons of the availability of off-site parking. The signage shall require building department approval and shall comply with the Village Code provisions applicable to signs.

11. Because of the potential of abuse which the proposed special permit use presents if not supervised correctly and the resultant adverse impacts on the surrounding property owners and the Village and its residents that could result, this Board, mindful of its responsibilities to protect nearby residents from over commercialization of the area and other potential adverse impacts and the limited ability of the applicant and/or operator to completely control the adverse impact which the business may generate, will grant the special permit to operate as proposed for a period of two



(2) years commencing on the date that this decision is filed with the Village Clerk. The special permit shall be limited to the operation of a restaurant by the applicant, and any change in ownership or operator shall require a new application to this Board for a special permit. To extend the special permit, prior to the expiration of the two (2) year period, but in no event sooner than four months prior to said date, the applicant, if it desires to continue the use of the premises in the manner proposed by the application, shall reapply to the Board having jurisdiction for a renewal of the special permit. The application shall be made in a timely manner so as to permit this Board to render its decision prior to the expiration of the aforesaid two (2) year time period. The provisions of this paragraph shall constitute a condition of this decision.

12. Except as otherwise provided herein, the provisions of Village Code §§138-1304 and 1403 apply.
13. If one or more of the aforesaid conditions of this decision are violated, the Village or the Board shall have the right to suspend or revoke the special permit in accordance with the procedures set forth in the Village Code.

THE DRUNKEN PIG, INC.  
DECISION

At a meeting of the Board of Appeals of the Village of Sea Cliff, New York, on January 18, 2018, on motion of the Chair, seconded by Mr. Kopczynski, and adopted unanimously by those present, the Board, having duly considered the matters brought forth at the public hearing, and other matters properly within the consideration of this Board and having discussed the subject application, rendered the following determination:

1. The applicant The Drunken Pig, Inc., as tenant, and Samiano Realty Corp., as owner, of 243 Glen Cove Avenue, Sea Cliff, New York applied to operate a restaurant at the premises, which use requires a special use permit pursuant to Village Code §138-902, and variances of the following Village Code sections: (a) 138-907 in that the front property line length is 75.96 feet, where a minimum of 100 feet is required; and (b) 138-1002 in that the applicant proposes 12 on-site parking spaces and use of an additional 12 off-site parking spaces during evening hours, where a minimum of 34 parking spaces would be required. Premises are designated as Section 21, Block 192, Lot 180 on the Nassau County Land and Tax Map. The Subject Premises is located in the Village's Business B Zoning District.
2. The Subject Premises is located on the northwest corner of Glen Cove Avenue and is surrounded by commercial uses along Glen Cove Avenue to the south, north and east. There are residential properties to the west of the Subject Premises. The building has been used for commercial purposes, including Grimaldi's restaurant, and the applicants previously were granted an 18 month approval to permit the restaurant to be operated by the applicant as the Crispy Pig.
3. The applicant has applied to the Board to permit the restaurant to continue to be used as a restaurant. Such proposed use requires a special use permit pursuant to Village Code §§138-902 and 903.
4. The applicant and owner of the premises obtained approval for the use and the parking variance in March 2016. The special permit was granted for a period of 18 months, and that period has lapsed. The applicant operates the premises as a restaurant under the business name The Crispy Pig, and will continue to operate the restaurant under the same business name and model. That model involves the use and operation of the restaurant, as well as the menu offerings, will be the same as proposed in the previous application.

5. The applicants propose to use the first floor of the Subject Premises for a restaurant with seating for 43 patrons. The second floor is proposed to be used only for storage and food preparation.
6. The applicant proposes to have valet parking at the site after 5pm. The proposed restaurant hours are 5:00pm-11:00pm Mondays through Friday and 11:00am-11:00pm, Saturdays and Sundays. There is no proposed outdoor seating.
7. The Village building department indicated that the number of on-site parking stalls required would be 34 spaces.
8. The site plan submitted by the applicant depicted 12 on-site parking stalls, including tandem parking. The applicant has committed to provide valet parking in the evening (after 5pm) on Fridays, Saturdays and Sundays.
9. The applicant provided a copy of a license to utilize parking stalls at 259 Glen Cove Avenue after 5pm, and advised that the parking lot at 259 Glen Cove Avenue has limited use on weekends during the day, as the only tenants of the premises that use the parking lot on weekends are the residential tenants. The applicant also provided a copy of a license that permits the applicants' employees to utilize 7 parking stalls at 238 Glen Cove Avenue beginning at 4pm. The Board finds that the reserved off-site parking available after 5pm for customers and 4pm for employees, which is the primary time that the applicant will require the use of additional parking spaces, will be 19 stalls. As the applicant proposes to open the restaurant beginning at 11:00am on weekends, there will be parts of weekend days where the parking available for the site, without using off-site parking, will be for 12 cars. The applicant represented that this license agreement remains in effect, and will be in effect for the entirety of any extension granted by the Board.
10. The applicant represents that the customer activity of the Subject Premises in the afternoon is minimal in comparison to the activity in the evening. Based on the location of the Subject Premises, applicant submits that the afternoon use will primarily involve pedestrian traffic and there will be minimal use of the parking area.
11. To balance the potential impact the proposed use may have on nearby properties in the area with the obligation of this Board to issue a special permit where adequate, reasonable, and appropriate safeguards and restrictions can be imposed to minimize the adverse effects, this Board will grant the special permit requested subject to the following conditions:

- a. The business shall be conducted as a restaurant with customer seating only on the first floor;
- b. The second floor shall be used only for food preparation and storage, and in no event for customer seating;
- c. There shall be no outdoor customer seating;
- d. No music or amplified sound shall be audible outside the building and the applicant shall be required to apply to this Board for any type of intensification of the proposed use, including the proposed use of live entertainment, dancing or similar forms of occupancy, including any occupancy involving amplified music;
- e. The maximum number of seats permitted in the Subject Premises, whether by seats, stools or in any other manner, shall be 43;
- f. The hours of operation shall be from 5:00pm to 11:00pm Mondays through Fridays and 11:00am to 11pm, Saturdays and Sundays. Applicant may operate during shorter time periods within the timeframe set forth herein, but any increase in hours requires an application to this Board;
- g. The premises shall not be used for any use which will intensify or increase the usage or the parking requirements without further application to this Board;
- h. The proposed use shall be conducted in such a manner as to minimize, as much as possible, any adverse effect on the nearby residential properties resulting from excessive noise or any other type of nuisance;
- i. The parking of vehicles by patrons of the premises, employees, or suppliers, and the loading or unloading of equipment and supplies, shall not interfere with the normal flow of traffic on Lafayette Avenue or Glen Cove Avenue. The valet shall be at a location on Lafayette Avenue that is no closer to Glen Cove Avenue than the dumpster location towards the westerly end of the premises or at such other location as directed by the Superintendent of Buildings;
- j. When making deliveries, the suppliers shall not block any portion of the Lafayette Avenue or Glen Cove Avenue;
- k. All exhaust fans shall be located as provided in the plans submitted with the application and shall be directed away from any residential properties and shall be installed with any barriers which are necessary to minimize, to the extent possible, any adverse impacts resulting from noise or fumes;
- l. The garbage disposal receptacle shall be fully enclosed at all times (excluding when trash is actually being placed in or removed from the receptacle) in a manner that prevents rodents or other animals from accessing the receptacle and prevents odors from traveling to neighboring properties. The precise location shall be subject to the approval of the Building Department and shall be

screened from adjoining properties. In the event that the receptacle is determined by the building department to create a nuisance or potential nuisance, the dumpster shall be moved to a location determined by the Building Department. The dumpster shall be removed or emptied only during the hours permitted under the Village Code.

m. The receptacle shall be cleaned and sanitized at least once per month and shall be emptied at least 2 times per week. No trash or debris shall be permitted to accumulate on site outside of these containers.

n. No deliveries shall be made by tractor trailer sized vehicles. No trucks in excess of 24 feet in length shall make any deliveries to or pick-ups from, the property. No deliveries or shipments shall be made to or from the property before 7:00 am or after 6:00 pm on any day;

o. Prior to issuance of a certificate of occupancy, the applicant shall obtain full approval, if necessary, from the Nassau County Department of Health and all other agencies for the cooking of food, the use of the cooking and cleaning equipment proposed to be used on-site (including the pizza oven) and any required modifications to the septic or water systems;

p. Any fire sprinkler system and use of the premises for cooking purposes shall conform to applicable NFPA requirements, as determined by the Building Superintendent or any municipal agency with jurisdiction;

q. Cooking equipment shall not be cleaned outside, nor shall any cooking residue be washed into the streets, parking area, alleys, sidewalks, neighboring properties or storm sewers;

r. Because of the proximity of residential properties on Lafayette Avenue to the restaurant use, and the potential for nuisance resulting from permitting dining late at night, the following conditions shall apply:

- i. No food service or use shall occur outside;
- ii. Any outside lighting shall be designed and installed so as to minimize the impact on adjoining properties by appropriate shielding, direction and reduction of glare and reflection. Final approval of any lighting shall be determined by the Building Department. Any new exterior lighting or building lighting shall be mounted at a height and in a location such that no light spillage of 0.1 foot-candle or higher shall extend beyond the property lines;
- iii. No background or ambient (or other type of) music shall be permitted outside, and the doors and/or windows shall not be left open in a manner which would circumvent this restriction;
- iv. Loitering outside of the restaurant is prohibited; and

- v. The special permit is contingent upon the authorization to use the nearby premises for parking purposes after 5pm daily, if the license to so use that parking area is in any way no longer in effect, applicant shall make immediate arrangements for the same number of parking stalls no longer exclusive to the restaurant use.
  - s. The applicant shall install signage to advise patrons of the availability of off-site parking. The signage shall require building department approval and shall comply with the Village Code provisions applicable to signs.
12. Because of the potential of abuse which the proposed special permit use presents if not supervised correctly and the resultant adverse impacts on the surrounding property owners and the Village and its residents that could result, this Board, mindful of its responsibilities to protect nearby residents from over commercialization of the area and other potential adverse impacts and the limited ability of the applicant and/or operator to completely control the adverse impact which the business may generate, will grant the special permit to operate as proposed for a period of three (3) years ~~commencing on the date that this decision is filed~~ with the Village Clerk. The special permit shall be limited to the operation of a restaurant by the applicant, and any change in ownership or operator shall require a new application to this Board for a special permit. To extend the special permit, prior to the expiration of the three (3) year period, but in no event sooner than four months prior to said date, the applicant, if it desires to continue the use of the premises in the manner proposed by the application, shall reapply to the Board having jurisdiction for a renewal of the special permit. The application shall be made in a timely manner so as to permit this Board to render its decision prior to the expiration of the aforesaid three (3) year time period. The provisions of this paragraph shall constitute a condition of this decision.
12. Except as otherwise provided herein, the provisions of Village Code §§138-1304 and 1403 apply.
13. If one or more of the aforesaid conditions of this decision are violated, the Village or the Board shall have the right to suspend or revoke the special permit in accordance with the procedures set forth in the Village Code.

NAPOLI - SAMIANO

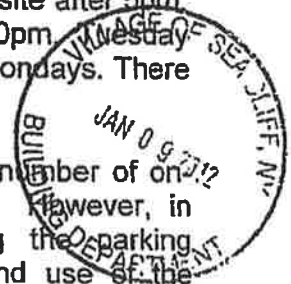
(Grimaldi's  
Restaurant)

21. 192 - 180

## NAPOLI/SAMIANO REALTY DECISION

At a meeting of the Board of Appeals of the Village of Sea Cliff, New York, on November 15, 2011, on motion of Ms. Epstein, seconded by Mr. Kopczynski, and adopted unanimously, the Board, having duly considered the matters brought forth at the public hearing, and other matters properly within the consideration of this Board and having discussed the subject application, rendered the following determination:

1. The applicant Michael Napoli, as tenant, and Samiano Realty Corp., as owner, 243 Glen Cove Avenue, Sea Cliff, New York, applied to operate a restaurant at the premises, which use requires (a) a special permit pursuant to Village Code §§138-902 and 903 to permit a restaurant and (b) a variance of Village Code §138-1002 to not provide the required number of off-street parking spaces (30 required). Premises are designated as Section 21, Block 192, Lot 180 on the Nassau County Land and Tax Map (the "Subject Premises". The Subject Premises are located in the Village's Business B Zoning District. The Subject Premises is owned by Samiano Realty Corp.
2. The Subject Premises is located on the northwest corner of Glen Cove Avenue and is surrounded by commercial uses along Glen Cove Avenue to the south, north and east. There are residential properties to the west of the Subject Premises. The building has been used for commercial purposes, including most recently for a sit down food establishment.
3. The applicant has applied to the Board to permit alterations to the premises and operate the premises as a restaurant. Such proposed use requires a special use permit pursuant to Village Code §§138-902 and 903.
4. The applicant proposes to use the first floor of the Subject Premises for a restaurant with seating for 43 patrons. The second floor is proposed to be used only for storage and food preparation.
5. The applicant proposes to have valet parking at the site after 5pm. The proposed restaurant hours are 11:30am-11:00pm Tuesday through Sunday. The restaurant will be closed on Mondays. There is no proposed outdoor seating.
6. The Village building department indicated that the number of on-site parking stalls required would be 30 spaces. However, in reviewing that determination and in considering the parking requirements in relation to the square footage and use of the



building, it became apparent to the Board that the applicant requires only 21 on-site parking stalls. This determination is based both on the square footage of the building as well as the number of patrons, employees and residential units on site. Accordingly, based on the 9 on-site spaces (as discussed below) applicant requires a variance for 12 additional spaces.

7. The site plan submitted by the applicant depicted 9 on-site parking stalls and 3 on-street parking spaces immediately in front of the Subject Premises. The applicant confirmed that the three (3) on-street parking spaces were available to the public and not dedicated to the Subject Premises. Accordingly, the Board deems there to be nine (9) spaces available on site. Thus, the Board finds that the three (3) on-street parking spaces, while most likely to be available for the intended use of the Subject Premises, are not eligible under the provisions of Village Code §138-1008.
8. The applicant provided a copy of a license to utilize parking stalls at 259 Glen Cove Avenue after 5pm and all day on weekends and holidays. Thus, the parking available during those times will be an additional 12 stalls. As the applicant proposes to open the restaurant beginning at 11:30am, there will be parts of the day where the parking available for the site, without using off-site parking, will be for 9 cars.
9. The applicant represents that the customer activity of the Subject Premises in the afternoon will be minimal in comparison to the activity in the evening. Based on the location of the Subject Premises, applicant submits that the afternoon use will primarily involve pedestrian traffic and there will be minimal use of the parking area.
10. The Board hereby grants the parking variance as the Board notes that the premises have been used as a sit down food establishment previously, it is located in an area of the Village that is entirely appropriate for this type of use as it is surrounded primarily by commercial facilities and is located along a primary road, Glen Cove Avenue. The Board further finds that the anticipated reduced vehicular use at the Subject Premises during the afternoon hours is reasonable and likely in view of the location of the Subject Premises.
11. The authority of this Board to grant the variance for parking is limited by law and the provisions of the Zoning Code. The applicant is unable to satisfy the provisions of section 138-1008(A)(1) or (2) prior to 5pm Tuesday through Friday. However,



as the applicant's primary vehicular use occurs after 5pm, and the applicant was able to demonstrate that he can use a premises within 500 feet of the Subject Premises for the parking of 12 vehicles beginning at 5pm, the Board finds that the applicant has satisfied the provisions of Village Code §138-1008(A)(2). Accordingly, the applicant is not required to pay the fee otherwise imposed under section 138-1008(A)(3).

12. In reviewing the parking variance in relation to the Village Law §7-712-b, the Board finds that the benefit to the applicant clearly outweighs any detriment to the neighborhood. In this regard, it is important to note that the neighborhood considered by the Board is the neighborhood within 200 feet of the Subject Premises, which includes a number of commercial establishments. There will be no undesirable change in the neighborhood as the use and the provision of parking on-site and off-site on Glen Cove Avenue, both during the pre-5pm use of the premises and post-5pm and weekend use is consistent with the neighborhood. As the actual anticipated parking prior to 5pm is expected to be minimal and the post-5pm vehicular use is accounted for by use of a nearby property and valet services, the variance is neither substantial nor will it have an adverse impact on the neighborhood. The only other feasible alternative would be to provide for a use that has a lower parking demand. However, in light of the fact that some of the spaces are accommodated as tandem parking and there are only 9 spaces on-site utilizing such configuration, the Board does not definitively determine whether another use would result in a compliant on-site parking arrangement. The Board finds that the difficulty is self-created, but that determination alone is insufficient to warrant a denial of the parking variance.
13. To balance the potential impact the proposed use may have on nearby properties in the area with the obligation of this Board to issue a special permit where adequate, reasonable, and appropriate safeguards and restrictions can be imposed to minimize the adverse effects, this Board will grant the special permit requested subject to the following conditions:
  - a. The business shall be conducted as a restaurant with customer seating only on the first floor;
  - b. The second floor shall be used only for food preparation and storage, and in no event for customer seating;
  - c. There shall be no outdoor customer seating;
  - d. No music or amplified sound shall be audible outside the building and the applicant shall be required to apply to this Board for any type of intensification of the proposed use,

including the proposed use of live entertainment, dancing or similar forms of occupancy, including any occupancy involving amplified music;

- e. The maximum number of seats permitted in the Subject Premises, whether by seats, stools or in any other manner, shall be 43;
- f. The hours of operation shall be from 11:30am to 11pm, Tuesday through Sunday;
- g. The premises shall not be used for any use which will intensify or increase the usage or the parking requirements without further application to this Board;
- h. The proposed use shall be conducted in such a manner as to minimize, as much as possible, any adverse effect on the nearby residential properties resulting from excessive noise or any other type of nuisance;
- i. The parking of vehicles by patrons of the premises, employees, or suppliers, and the loading or unloading of equipment and supplies, shall not interfere with the normal flow of traffic on Lafayette Avenue or Glen Cove Avenue;
- j. When making deliveries, the suppliers shall not block any portion of the Lafayette Avenue or Glen Cove Avenue;
- k. All exhaust fans shall be located as provided in the plans submitted with the application and shall be directed away from any residential properties and shall be installed with any barriers which are necessary to minimize, to the extent possible, any adverse impacts resulting from noise or fumes;
- l. The garbage disposal receptacle shall be fully enclosed at all times (excluding when trash is actually being placed in or removed from the receptacle) in a manner that prevents rodents or other animals from accessing the receptacle and prevents odors from traveling to neighboring properties. The precise location shall be subject to the approval of the Building Department and shall be screened from adjoining properties. In the event that the receptacle is determined by the building department to create a nuisance or potential nuisance, the dumpster shall be moved to a location determined by the Building Department. The dumpster shall be removed or emptied only during the hours permitted under the Village Code.
- m. The receptacle shall be cleaned and sanitized at least once per month and shall be emptied at least 2 times per week. No trash or debris shall be permitted to accumulate on site outside of these containers.
- n. No deliveries shall be made by tractor trailer sized vehicles. No trucks in excess of 24 feet in length shall make any deliveries to or pick-ups from, the property. No deliveries or

shipments shall be made to or from the property before 7:00 am or after 6:00 pm on any day;

- o. Prior to issuance of a certificate of occupancy, the applicant shall obtain full approval, if necessary, from the Nassau County Department of Health and all other agencies for the cooking of food, the use of the cooking and cleaning equipment proposed to be used on-site (including the pizza oven) and any required modifications to the septic or water systems;
- p. Any fire sprinkler system and use of the premises for cooking purposes shall conform to applicable NFPA requirements, as determined by the Building Superintendent or any municipal agency with jurisdiction;
- q. Cooking equipment shall not be cleaned outside, nor shall any cooking residue be washed into the streets, parking area, alleys, sidewalks, neighboring properties or storm sewers;
- r. Because of the proximity of residential properties on Lafayette Avenue to the restaurant use, and the potential for nuisance resulting from permitting dining late at night, the following conditions shall apply:
  - i. No food service or use shall occur outside;
  - ii. Any outside lighting shall be designed and installed so as to minimize the impact on adjoining properties by appropriate shielding, direction and reduction of glare and reflection. Final approval of any lighting shall be determined by the Building Department. Any new exterior lighting or building lighting shall be mounted at a height and in a location such that no light spillage of 0.1 foot-candle or higher shall extend beyond the property lines;
  - iii. No background or ambient (or other type of) music shall be permitted outside, and the doors and/or windows shall not be left open in a manner which would circumvent this restriction;
  - iv. Loitering outside of the restaurant is prohibited; and
  - v. The special permit is contingent upon the authorization to use the nearby premises for parking purposes on weekends and after 5pm on weekdays. If the license to so use that parking area is in any way no longer in effect, applicant shall make immediate arrangements for the same number of parking stalls no longer exclusive to the restaurant use.

14. Because of the potential of abuse which the proposed special permit use presents if not supervised correctly and the resultant adverse impacts on the surrounding property owners and the Village and its residents that could result, this Board, mindful of its responsibilities to protect nearby residents from over commercialization of the area and other potential adverse impacts and the limited ability of the applicant and/or operator to completely control the adverse impact which the business may generate, will grant the special permit to operate as proposed for a period of two (2) years commencing on the date that this decision is filed with the Village Clerk. The special permit shall be limited to the operation of a restaurant by the applicant, and any change in ownership shall require a new application to this Board for a special permit. To extend the special permit, prior to the expiration of the two (2) year period, but in no event sooner than four months prior to said date, the applicant, if it desires to continue the use of the premises in the manner proposed by the application, shall reapply to the Board having jurisdiction for a renewal of the special permit. The application shall be made in a timely manner so as to permit this Board to render its decision prior to the expiration of the aforesaid two (2) year time period. The provisions of this paragraph shall constitute a condition of this decision.

15. Except as otherwise provided herein, the provisions of Village Code §§138-1304 and 1403 apply.

If one or more of the aforesaid conditions of this decision are violated, the Village or the Board shall have the right to suspend or revoke the special permit in accordance with the procedures set forth in the Village Code.



## ASSIGNMENT OF LEASE AND LICENSE FOR PARKING SPACES

KNOW THAT, for valuable consideration, Topcat BBQ, Inc., a New York corporation, having an address at 243 Glen Cove Road, Sea Cliff, NY 11579 ("Assignor") hereby assigns unto CRB Restaurant Enterprises, Inc., having an address at 21 Walnut Street, Smithtown, NY 11787 ("Assignee") all right, title and interest of Assignor as Tenant under the following:

Lease dated February 1, 2018 (the "Lease"), from Samiano Realty Corp. ("Landlord") to Topcat BBQ, Inc. ("Tenant") for the premises described as follows: 243 Glen Cove Avenue, Sea Cliff, NY 11579 (the "Premises"); and

License for Parking Spaces dated February 15, 2018, between 259 Glen Cove Avenue Corp. ("Licensor") and Topcat Wines & Liquors, Inc. now known as Topcat BBQ Inc. ("Licensee").

Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's interest as Tenant under the Lease and License for Parking Spaces as Licensee under the License for Parking Spaces.

Therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the parties agree as follows:

1. Assignor hereby assigns the Lease and License for Parking Spaces and all of its right, title and interest thereunder to Assignee. Assignee hereby accepts such assignment. Assignee shall have all of the rights of Assignor under the Lease and License for Parking Spaces and right to the security deposit now held by Landlord.
2. Assignee hereby assumes and agrees to be bound by all of Assignor's obligations under the Lease and License for Parking Spaces. Assignee shall perform all the terms, covenants and conditions of the Lease and License for Parking Spaces after the date hereof.
3. Assignee shall indemnify and hold Assignor harmless from any and all claims, damages, expenses and liabilities of whatever nature, including attorney's fees, arising under the Lease and/or License for Parking Spaces or relating to the Premises after the date hereof.
4. Except as specifically modified herein, the Lease and License for Parking Spaces will continue in full force and effect.
5. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Assignment of Lease is executed as of the 22 day of AUGUST, 2018.

ASSIGNOR

TOPCAT BBQ, INC.

By: 

Thomas M. Blair President

ASSIGNEE

CRB RESTAURANT ENTERPRISES, INC.

By: 

Name – Robert Occhipinti, Jr.


Title – President

Acknowledgment for Topcat BBQ, Inc. :

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_, ss.

On the 22 day of August, 2018, before me, the undersigned notary public, personally appeared Thomas M. Blair, 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.

**Frank S. Vigliarolo**  
Notary Public, State of New York  
No. 4920551  
Qualified in Nassau County  
Commission Expires October 2, 2018

  
Notary Public  
My commission expires on /

Acknowledgment for CRB Restaurant Enterprises, Inc.:

STATE OF NEW YORK, COUNTY OF NASSAU :ss:

On the 22 day of August, 2018, before me, the undersigned notary public, personally appeared Robert Occhipinti, Jr., 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.

**Frank S. Vigliarolo**  
Notary Public, State of New York  
No. 4920551  
Qualified in Nassau County  
Commission Expires October 2, 2018



ASSIGNMENT OF SECURITY

KNOW THAT, for valuable consideration, TOPCAT BBQ, INC., formerly known as Topcat Wines & Liquors, Inc. ("Assignor") hereby assigns unto CRB RESTAURANT ENTERPRISES, INC. ("Assignee") all right, title and interest of Assignor, as Tenant, to the security in the amount of \$8,000.00 held under the Lease dated February 15, 2018 between Samiano Realty Corp., as Landlord, and Topcat BBQ, Inc., formerly known as Topcat Wines & Liquors, Inc., as Tenant.

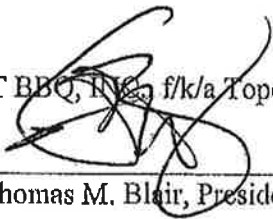
TO HAVE AND TO HOLD said security unto Assignee and its successors and/or assigns of Assignee from and after the date hereof.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this assignment on August 22, 2018.

TOPCAT BBQ, INC. f/k/a Topcat Wines & Liquors, Inc.

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

Thomas M. Blair, President



8/22/18



The undersigned, as Landlord under the Lease described in the foregoing Assignment of Lease and License for Parking Spaces, hereby consents to said assignment of the Lease.

SAMIANO REALTY CORP.

By: Michael Imbriano, Treasurer  
Michael Imbriano, Secretary-Treasurer

LICENSE FOR PARKING SPACES

This license agreement, made on the (5<sup>th</sup> day of Feb), 2018 by and between 259 Glen Cove Avenue Corp., with offices at 136 Sea Cliff Avenue, Glen Cove, New York (hereinafter "Licensor") and Topcat Wines & Liquors, Inc., with offices at 703 CAMBO ST Apt. C3 (hereinafter "Licensee").

GLEN COVE NY 11542

WITNESSETH:

WHEREAS, Samlano Realty Corp. ("Samlano") and the Licensee have recently entered into a lease agreement, wherein the Licensee leased from the Licensor certain premises located at 249 Glen Cove Avenue, Sea Cliff, NY to own and operate a restaurant, and

WHEREAS, Licensor and Samlano are both principally owned by Salvatore Imbriano, and

WHEREAS, the premises leased to the Licensee contains 12 parking spaces for motor vehicles; and

WHEREAS, the Licensor owns certain real property located at 259 Glen Cove Avenue, Sea Cliff, NY which contains substantial parking spaces; and

WHEREAS, the parties are desirous to enter into this Agreement whereby the Licensee may obtain the additional parking spaces necessary to satisfy the requirements of the Village of Sea Cliff.

NOW, THEREFORE, it is agreed by the parties as follows:

1. The precatory provisions hereinabove are expressly made a part of this license agreement.
2. The Licensor does hereby grant to Licensee a license and permit to utilize parking for up to 12 motor vehicles at the premises 259 Glen Cove Avenue, Sea Cliff, NY, after 5:00 p.m. on weekdays and on weekends and holidays.
3. The Licensee in consideration thereof shall pay Licensor the sum of \$50 per month for this license privilege.
4. The Licensee agrees to provide a liability policy of insurance covering all of its activities upon the licensed parking area granted herein in the amount of ~~\$5 million~~, naming the Licensor as an additional insured upon the said liability insurance certificate. \$1 million
5. The parties agree and acknowledge that the Licensee shall be permitted to utilize valet parking services, and the liability insurance herein shall also apply to all valet services upon the premises, and the services of any agent, employee or servant of the Licensee upon the licensed premises, or require valet company to provide in the amount set forth in par. 4 naming both Licensee and Licensor as named insureds.
6. The term of this license agreement shall be for ten years, and shall expire 5/31/2028.

If Licensee renews the underlying Lease for 243 Glen Cove Avenue, then this License for Parking Spaces shall likewise be renewed for an additional ten (10) years.

7. Notwithstanding anything to the contrary contained in this License Agreement, in the event the Licensee fails to pay rent when due and owing or in the event Licensee fails to obtain appropriate and required insurance under this Agreement, or in other respects breaches the terms of the License Agreement, then in such event upon the written notice of default, the Licensor may cancel this License Agreement, and if said default is not cured within 20 days of such notice, IN WITNESS WHEREOF, the parties have set their hands and sealed on the date first above written.

259 GLEN COVE AVENUE

BY: Michael Imbriano / see / The signed

NICHOL  
SALVATORE IMBRIANO, PRESIDENT <sup>SIC</sup> - TROTS  
TOPCAT BBQ, INC. E/K/A

TOPCAT WINES & LIQUORS, INC.

BY: [Signature]  
THOMAS BLAIR, PRESIDENT

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MAYOR  
TED BLACKBURN

TRUSTEES  
CLAUDIA MOYNE  
DANIEL MADDOCK  
THEODORE KOPCZYNSKI  
VITO CAPUCCO

CLERK JUSTICE  
JOHN P. REALI

ADMINISTRATOR  
THOMAS BELLINGHAM

VILLAGE CLERK  
AND ASSESSOR  
NANCY H. ROSE

TREASURER  
LEONARD KAPLAN

COUNSEL  
RICHARD A. SIEGEL

THE INCORPORATED VILLAGE OF

SEA CLIFF - NASSAU CO - N.Y.



SEA CLIFF, N.Y. 11579  
TEL. (516) 671-0080

May 29, 1997

Mr. Michael Imbriano  
d/b/a Bon Appetito Gourmet Market, Inc.  
243 Glen Cove Avenue  
Sea Cliff, New York 11579

Re: 243 Glen Cove Avenue  
Sec. 21, Blk. 192, Lots 180-182

Dear Mr. Imbriano:

Enclosed herewith, please find copy of a decision rendered by the Sea Cliff Zoning Board of Appeals on May 27, 1997 and filed in the Office of the Village Clerk on May 28, 1997 relative to the premises captioned above.

The decision does not authorize the performance of any work or use without a permit from the Building Department. If you are not sure as to your next step then contact the Building Department. Please be further advised that this letter does not relieve you of the responsibility of obtaining any necessary permits or approvals from other units or agencies.

Yours truly,

*Patricia A. Guy*  
Patricia A. Guy  
Deputy Village Clerk

NHR:pg  
Enc.

cc: Zoning Board of Appeals Chair  
Planning Board Chairman  
Board of Architectural Review Chairman  
Mayor Blackburn  
David DeRienzi, Building Inspector

A meeting of the Zoning Board of Appeals of the Incorporated Village of Sea Cliff, New York, was held on May 27, 1997, to render a decision concerning the application of **BON APPETITO GOURMET MARKET, INC.** A hearing on this application had been held on April 29, 1997.

On April 29 and May 27, 1997, discussions of the application were had and the exhibits presented at the hearing reviewed and considered. The following were present at the meeting on May 27, 1997.

Philip Como, George Bevad, Thomas Powell  
and Carol Vogt

Absent: Douglas Barnaby

The Board made the following Findings of Fact and Conclusions of Law; and adopted the following resolution:

#### **FINDINGS OF FACT**

1. **BON APPETITO GOURMET MARKET, INC.** is the tenant of a portion of the property in Business "B" District in the Incorporated Village of Sea Cliff located at 243 Glen Cove Avenue, and designated as Section 21, Block 192, Lots 180-182 on the Village Assessment Roll.
2. Applicant seeks a variance from the provisions of Sections 105-9-A (2) and (3) of Chapter 105 of the Code of the Incorporated Village of Sea Cliff, and permission to erect three (3) wall signs, one of which will face an interior lot, on premises used for a delicatessen.

3. The Code prohibits more than two (2) business signs on the premises and requires that business signs on a corner lot face only the front street and a side street.

4. At the hearing, Applicant made the following statements and representations:

(1) The property currently has three (3) signs. The proposed sign would simply replace a sign which already exists on the north side wall.

(2) The sign faces, and is above, the parking area of the commercial property adjacent to the north property line.

(3) Applicant proposes to replace the existing wood sign with a carved wood sign of the same size.

(4) There is no writing on the awnings so they should not be considered as signs.

### CONCLUSIONS OF LAW

1. In determining whether or not to issue an area variance, the Zoning Board of Appeals shall take into consideration the benefit to the applicant if the variance is granted, as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. In making such determination the Board shall also consider: (1) whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some method, feasible for the applicant to pursue, other than an area variance; (3) whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether

the alleged difficulty was self-created; which consideration shall be relevant to the decision of the Board of Appeals, but shall not necessarily preclude the granting of the area variance.

2. In granting an area variance, the Zoning Board shall grant the minimum variance that it shall deem necessary and adequate and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

3. In granting an area variance, the Zoning Board shall have authority to impose such reasonable conditions and restrictions as are directly related to and incidental to the proposed use of the property. Such conditions shall be consistent with the spirit and intent of the applicable local law, and shall be imposed for the purpose of minimizing any adverse impact such variance may have on the neighborhood or community.

4 The Zoning Board of Appeals is entrusted with enforcement of the Village Zoning Ordinance and the granting of variances where this relief is appropriate. It is the obligation of this Board to protect and preserve the rights of applicants by the granting of variances and, equally as important, to protect the interests of the Village residents where the granting of a variance would be inappropriate.

5. Signs are not protected in the same manner as the usual type of non-conforming use. Time limits can be imposed upon granting a variance for a sign and existing signs can be phased out over relatively short periods of time.

6. Signs in general, and applicant's proposed sign in particular, are unique as to location, purpose, aesthetic qualities, and any number of other similar factors. The Zoning Board must consider all of the factors in determining whether or not to grant the variance requested.

7. The Zoning Board must balance the benefit which the applicant will receive against

the detriment to the Village, its residents, and the character of the neighborhood, the alternatives which are possible which will benefit the applicant without the granting of a variance; the magnitude of the deviation; any adverse effect or impact on the physical or environmental conditions in the neighborhood; and whether the alleged difficulty was self-created. All factors should be considered to determine whether the benefit to the applicant equitably outweighs the detriment to the Village and thus warrants the variance.

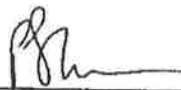
8. Given the fact that three (3) signs already exist on the premises; that the sign will face and be over a commercial parking lot; that the proposed sign will be an improvement over the sign which it is replacing; and pending the current contemplated modification of the sign code by the Board of Trustees; the requested variances are hereby granted.

It was regularly moved by George Bevad, and seconded by Thomas Powell, that the application for a variance from the provisions of Sections 105-9A(2) and (3) be granted.


All present voted in favor of the motion and the application was unanimously **GRANTED**.

Dated: May 27, 1997

Respectfully submitted,

  
\_\_\_\_\_  
Philip Como, Chairman

Filed in the Office of the  
Village Clerk the 28 day  
of May, 1997.

  
\_\_\_\_\_  
Patricia A. Guy  
Deputy Village Clerk



William & Beatrice Francis  
Or Current Owner  
6 Lafayette Ave  
Sea Cliff NY 11579

John Derosa & Maria Brodylo  
Or Current Owner  
15 Grove Street  
Sea Cliff NY 11579

Elizabeth Mozer  
Or Current Owner  
237 Glen Cove Ave  
Sea Cliff NY 11579

Adam & Heather Peretz  
Or Current Owner  
5 Lafayette Ave  
Sea Cliff NY 11579

Harbor Lumber  
Or Current Owner  
261-263 Glen Cove Ave  
Sea Cliff NY 11579

Roberta Nuttall  
Or Current Owner  
8 Lafayette Ave  
Sea Cliff NY 11579

Peter Rose Trust  
Or Current Owner  
11 Grove Street  
Sea Cliff NY 11579

241 Glen Cove Ave Corp  
Or Current Owner  
241 Glen Cove Ave  
Sea Cliff NY 11579

Blue Phantom Realty LLC  
Or Current Owner  
235 Glen Cove Ave  
Sea Cliff NY 11579

Ermogenous Realty LLC  
Or Current Owner  
239 Glen Cove Ave  
Sea Cliff NY 11579

Donald & Julie Ann Merkel  
Or Current Owner  
9 Grove Street  
Sea Cliff NY 11579

259 Glen Cove Ave Corp  
Or Current Owner  
259 Glen Cove Ave  
Sea Cliff NY 11579

*Samiano Realty -  
243 Glen Cove Ave*

