A Relevant Cases, Deeds and Easements

34 A.D.3d 1029
Supreme Court, Appellate Division, Third Department, New York.

Shahen CHEKIJIAN et al., Appellants,
v.
Jeffrey P. MANS et al., Respondents.

Nov. 16, 2006.

Synopsis
Background: Dominant estate owners brought action against servient estate owners The Supreme Court, Essex County, Dawson, J., dismissed complaint. Dominant estate owners appealed.

[Holding:] The Supreme Court, Appellate Division, Cardona, P.J., held that the servient estate owners could move the easement.

Affirmed.

West Headnotes (4)

[1] **Easements**
Change of Location

Easement over an existing road from highway and in a southeasterly direction to the dominant estate could be relocated several feet to west in several places; subdivision map and monuments on the property did not conclusively demonstrate a fixed location for the easement.

5 Cases that cite this headnote

[2] **Easements**
By Express Grant or Reservation

Under certain circumstances and in the absence of a demonstrated intent to provide otherwise, a landowner burdened by an express easement of ingress and egress may change it.

5 Cases that cite this headnote

[3] **Easements**
Change of Location

Relocation is not appropriate for even an undefined easement when it frustrates the purpose of the easement's creation, increases the easement holder's burden, or significantly lessens the utility of the right of way.

4 Cases that cite this headnote

[4] **Easements**
Evidence

Evidence supported conclusion that moving easement several feet and putting curve in it did not significantly affect dominant estate owners' ability to back boat over the right-of-way.

1 Cases that cite this headnote

Attorneys and Law Firms

****282** Bartlett, Pontiff, Stewart & Rhodes, P.C., Glens Falls (Mark E. Cerasano of counsel), for appellants.

Jeffrey P. Mans, Loudonville, respondent pro se, and for Sandra L. Mans, respondent.

Before: CARDONA, P.J., MERCURE, CREW III, PETERS and SPAIN, JJ.

Opinion

CARDONA, P.J.

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***1030** Appeals (1) from an order of the Supreme Court (Dawson, J.), entered September 6, 2005 in Essex County, upon a decision of the court in favor of defendants, and (2) from the judgment entered thereon.

Plaintiffs and defendants own adjoining lots of land in the Town of Schroon, Essex County, which are part of the 30–lot Edgewater Subdivision situated along the shore of Schroon Lake. It is undisputed that when the lots were subdivided by the common grantors in the 1960s, a paved macadam right-of-way (hereinafter ROW) leading from lot 6, which adjoins State Route 9, traveled through lot 7 to lot 8, and provided the only access to the highway for lots 7 and 8. Plaintiffs herein purchased lot 8 in 1977, at which time it was improved by a single family residence. Their deed noted, among other things, that the conveyance included "a right of way leading over an existing road from Route 9 in a southeasterly direction to the parcel herein conveyed for all purposes." In 2002, defendants purchased lot 7, which was undeveloped. Their deed made specific reference to a clause in their predecessor-in-title's deed, which stated that lot 7 was burdened by "a right of way for all purposes over the existing macadam road leading from Route 9 in a southeasterly direction.... Said macadam road commences approximately 25′ northerly of the parcel herein conveyed on the easterly bounds of Route 9 right of way."

Following their purchase, defendants began clearing and excavating lot 7 in order to build a home, disturbing the macadam surface of the ROW. While this construction work was ongoing, plaintiffs commenced this action in the summer of 2002, seeking, among other things, a judgment directing defendants to restore the ROW to its original location and condition. A temporary restraining order obtained by plaintiffs was vacated and defendants proceeded with the construction, ultimately relocating part of the ROW several feet from its original location. While it appears that the relocation overlapped the original driveway to some extent and resulted in the ROW being wider in some places, it is undisputed that, in moving the ROW to the west of its original site, a curve was created where ***1031** the ROW had formerly been relatively straight. A nonjury trial was held, after which Supreme Court dismissed the complaint, prompting this appeal.

[1] [2] Initially, we are unpersuaded by plaintiffs' contention that the record unequivocally established that the location of the ROW was fixed and, therefore, defendants were barred from relocating it for any reason. As set forth by the Court of Appeals, under certain circumstances and "in the absence of a demonstrated intent to provide otherwise, a landowner burdened by an express easement of ingress and egress may [change it]" ****283** (*Lewis v. Young,* 92 N.Y.2d 443, 449, 682 N.Y.S.2d 657, 705 N.E.2d 649 [1998]). Notably, the first step is to examine the words used in creating the interest (*see id.* at 453, 682 N.Y.S.2d 657, 705 N.E.2d 649). In *Lewis v. Young, supra,* the Court concluded that a deed conveyed to the easement holder containing the right to "the perpetual use, in common with others, of [the burdened landowner's] main driveway, running in a generally southwesterly direction" (*id.* at 446, 682 N.Y.S.2d 657, 705 N.E.2d 649 [emphasis omitted]) did not establish a fixed location, such as would be shown by, for example, a specific metes and bounds description (*see generally Green v. Blum,* 13 A.D.3d 1037, 1038, 786 N.Y.S.2d 839 [2004]). Instead, the Court held that the "provision manifests an intention to grant a right of passage over the driveway—wherever located—so long as it meets the general directional sweep of the existing driveway" (*Lewis v. Young, supra* at 453, 682 N.Y.S.2d 657, 705 N.E.2d 649).

Here, the ROW language similarly describes a general direction for an undefined easement and does not set forth a specific description. Furthermore, while there is no question that the 1967 deeds from the common grantors conveying the two lots to the parties' predecessors in interest refer to the ROW as an "existing road" and an "existing macadam road," we note that this Court, in *Green v. Blum, supra* at 1038, 786 N.Y.S.2d 839, held that the grant of an easement through an " 'existing roadway' " could be relocated. Accordingly, we are unpersuaded that the similar language herein demonstrates an intent that the location be fixed. Moreover, while plaintiffs also refer to a subdivision map and the presence of certain monuments on the property, i.e., iron pipes, as support for their arguments, we agree with Supreme Court that this evidence has certain ambiguities which do not conclusively demonstrate a fixed location for the ROW.

[3] [4] Even though plaintiffs did not demonstrate that the location of the easement was intended to be fixed, such factor does not end our inquiry. As noted in *Lewis v. Young, supra,* relocation is not appropriate for even an undefined easement when it frustrates the purpose of the easement's creation, increases the easement holder's burden or "significantly lessen[s] the utility ***1032** of the right of way" (*id.* at 452, 682 N.Y.S.2d 657, 705 N.E.2d 649). While we discern no legitimate dispute that the essential purpose of the easement's creation was to provide a means of ingress and egress to the highway for the owners of lots 7 and 8, plaintiffs maintain that the relocated ROW has increased their burden and significantly lessened its usability for their purposes.

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In that regard, plaintiffs maintain that the ROW was improperly moved because the curve that was created significantly affects their ability to back their 21–foot boat and 24–foot trailer from Route 9 over defendants' property and into their garage on lot 8. Plaintiff Shahen Chekijian testified that, prior to the spring of 2002, transporting his boat over the ROW took three to five minutes, however, after the relocation it took him over half an hour. Chekijian also indicated that the task was made more difficult by the fact that the ROW was currently unpaved, which made braking difficult, and his maneuverability was impaired by the presence of vehicles parked on or near the ROW. Plaintiffs' expert, although conceding that maneuvering the boat over the ROW had always been difficult, essentially testified that after the relocation it was even more burdensome. In contrast to this proof, defendants' expert testified that the ability to maneuver a trailered boat was the same following the relocation. Defendant Jeffrey ****284** P. Mans testified that the ROW was originally relocated due to safety concerns expressed by plaintiffs. Additionally, he indicated that the vehicles blocking the ROW during a family party was an isolated incident and, further, he intended to repave the ROW with blacktop after a final determination as to its location was made, a representation that was confirmed during oral argument.

In dismissing the complaint, Supreme Court concluded that the relocated ROW provides plaintiffs with the same utility as the original driveway. In doing so, the court decided the credibility issues in defendants' favor, finding that plaintiffs' evidence with respect to their claim of increased burden and inconvenience was not "reflective of the real state of affairs." Significantly, " '[o]n our review of a verdict after a bench trial, we independently review the weight of the evidence and may grant the judgment warranted by the record, while according due deference to the trial judge's factual findings particularly where ... they rest largely upon credibility assessments' " (*Salvador v. Uncle Sam Auctions & Realty,* 30 A.D.3d 861, 862, 819 N.Y.S.2d 116 [2006], quoting *Martin v. Fitzpatrick,* 19 A.D.3d 954, 957, 799 N.Y.S.2d 285 [2005]). Here, taking into account " 'all the surrounding circumstances' " (*Marek v. Woodcock,* 277 A.D.2d 864, 865–866, 716 N.Y.S.2d 812 [2000], *lv. dismissed* 96 N.Y.2d 792, 725 N.Y.S.2d 641, 749 N.E.2d 210 [2001], quoting *Wilson v.* ***1033** *Palmer,* 163 Misc.2d 936, 938–939, 622 N.Y.S.2d 882 [1995], *affd.* 229 A.D.2d 647, 644 N.Y.S.2d 872 [1996]), our review discloses no basis to disturb Supreme Court's determination (*see Amodeo v. Town of Marlborough,* 307 A.D.2d 507, 508–509, 763 N.Y.S.2d 132 [2003]).

We have reviewed plaintiffs' remaining arguments, including their claim that defendants failed to demonstrate how the relocation of the ROW was "consonant with the beneficial use and development of [the] property" (*Lewis v. Young, supra* at 452, 682 N.Y.S.2d 657, 705 N.E.2d 649), and find them to be unpersuasive.

ORDERED that the order and judgment are affirmed, with costs.

MERCURE, CREW III, PETERS and SPAIN, JJ., concur.

All Citations

34 A.D.3d 1029, 825 N.Y.S.2d 281, 2006 N.Y. Slip Op. 08318

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KeyCite Yellow Flag - Negative Treatment
Declined to Follow by Sweezey v. Neel, Vt., May 5, 2006

92 N.Y.2d 443
Court of Appeals of New York.

Roger LEWIS, Respondent,
v.
Neda YOUNG, Appellant.

Oct. 27, 1998.

Owner of dominant tenement sought judgment declaring existence of express easement over driveway of servient tenement, and precluding owner of servient tenement from relocating driveway. The Supreme Court, Suffolk County, Seidell, J., granted summary judgment to owner of dominant tenement. Owner of servient tenement appealed. The Supreme Court, Appellate Division, 242 A.D.2d 317, 661 N.Y.S.2d 51, affirmed, and owner of servient tenement appealed. The Court of Appeals, Kaye, C.J., held that easement granting right of way across "main driveway" gave owner of dominant tenement right of ingress and egress, rather than right to particular path, and owner of servient tenement was permitted to relocate driveway at owner's expense.

Reversed.

West Headnotes (8)

[1] **Easements**
By Express Grant or Reservation

Express easements are defined by intent, or object, of parties.

2 Cases that cite this headnote

[2] **Easements**
Ways

Generally, when intention in granting easement is to afford only right of ingress and egress, it is right of passage, and not any right in physical passageway itself, that is granted to easement holder.

20 Cases that cite this headnote

[3] **Easements**
Alteration
Easements
Fences and Gates

In absence of demonstrated intent to provide otherwise, landowner burdened by express easement of ingress and egress may narrow it, cover it over, gate it or fence it off, so long as easement holder's right of passage is not impaired.

25 Cases that cite this headnote

[4] **Easements**
Change of Location

In absence of demonstrated intent to provide otherwise, owner of land burdened by express easement for right of way, consonant with beneficial use and development of its property, can move that right of way, so long as landowner bears expense of relocation, and so long as change does not frustrate parties' intent or object in creating right of way, does not increase burden on easement holder, and does not significantly lessen utility of right of way.

24 Cases that cite this headnote

[5] **Easements**
Change of Location

Express easement holder's continued use of access, without more, does not itself alter landowner's right to relocate easement of ingress and egress, since such use in neither

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adverse nor hostile.

8 Cases that cite this headnote

[6] **Easements**
By Express Grant or Reservation

Search for parties' intent in creating express easement begins with words used in creating easement.

3 Cases that cite this headnote

[7] **Easements**
Change of Location

Express easement granting right of way across "main driveway" gave easement holder right of ingress and egress, rather than right to particular path, and landowner was permitted to relocate driveway at owner's expense, where "main driveway" was indefinitely described in deed granting easement, and relocated driveway would not diminish easement holder's right of ingress and egress.

30 Cases that cite this headnote

[8] **Easements**
Change of Location

When language granting express easement does not itself reveal intent to preclude landowner's right to relocate right of way, consideration must also be given to circumstances surrounding conveyance, including conduct of parties both prior and subsequent to grant.

6 Cases that cite this headnote

Attorneys and Law Firms

*****657 *444 **649** Morvillo, Abramowitz, Grand, Iason & Silberberg, P.C., New York City (John J. Tigue, Jr. and Edward M. Spiro, of counsel), for appellant.

***445** Esseks, Hefter & Angel, Riverhead (Stephen R. Angel and Carmela M. Di Talia, of counsel), for respondent.

*****658 *446 **650 OPINION OF THE COURT**

Chief Judge KAYE.

This battle between Southampton neighbors centers on an open question in New York law: can a landowner, without consent, relocate an easement holder's right of way over the burdened premises? We conclude that, under the particular circumstances presented, the landowner can move the right of way, so long as the easement holder's right of access and ingress is not impaired. We therefore reverse the Appellate Division order summarily directing restoration of the landowner's original driveway, and remit the matter to the trial court to determine remaining factual issues.

I.

Plaintiff Roger Lewis and defendant Neda Young own adjoining parcels of land in the Town of Southampton, both formerly owned by Herman and Jeanette Brown. In 1956, the Browns divided their plot into three parcels—a four-acre tract they retained for themselves, and two smaller properties they promptly sold. On February 2, 1956, the smallest parcel was sold to Marygaele and Theodore Jaffe. Seven months later, on September 14, 1956, Donald and Gertrude Katz purchased the second parcel. Neither parcel had direct access to the public roadway, and both deeds therefore granted rights of way over the Brown property to South Ferry Road.[1]

The Jaffe deed actually conveyed three easements. First, and most pertinently, it provided for "*the perpetual use, in common with others, of the [Browns'] main driveway, running in a generally southwesterly direction between South Ferry Road and the [Browns'] residence premises.*" Two additional easements, one for a 30–foot right of way and another for a 15–foot right of way, were

also conveyed, each defined by exact distances, measured to the hundredth of a foot and identified by reference to high water lines, monuments, neighboring properties and other landmarks. On October 28, 1990, defendant Neda Young and her late husband purchased the four-acre tract from Donald and Joan Brown Diamond, who had themselves acquired the property from the Browns in 1969. The Youngs' deed referenced all the foregoing easements.

The Youngs purchased the property with the intention of substantially improving it by razing the then-existing small ***447** cottage and replacing it with a large new residence, adding an in-ground swimming pool and building a tennis court. According to Mrs. Young, prior to commencing construction she and her husband met with their neighbors to discuss their plans. Allegedly, neither the Katzes nor the widowed Mrs. Jaffe voiced any objection—indeed, Mrs. Jaffe gave verbal consent to the renovations, including relocation of the existing driveway in order to make room for the tennis court. In August 1992, Mrs. Jaffe died.

Construction of the Youngs' residence, including their own separate entryway from South Ferry Road to their new home, started in the spring of 1993. Later that year, in November or December, they began building their tennis court, which was partly situated in the path of the main driveway. Consequently, the Youngs relocated that driveway, placing it closer to the boundary line separating the three parcels. The new driveway, still "running in a generally southwesterly direction between South Ferry Road and the [Youngs'] residence premises," actually overlapped at some points with the original driveway. At its point of greatest deviation, the relocated driveway was 50 feet from the original driveway.

On December 1, 1993, in the midst of the Youngs' renovation efforts, plaintiff Roger Lewis, Mrs. Jaffe's nephew, received the deed to her property. By letter dated December 9, plaintiff's attorney, also representing the Katzes, informed the Youngs that his clients would agree to relocation of the driveway if they would perform certain renovations, including refinishing the driveway with a permanent hard surface, installing entrance pillars and landscaping the driveway with evergreens on both sides. According to Mrs. Young, they agreed to do so once construction of their new home was completed, but *****659 **651** were delayed by Mr. Young's death in March 1994 and poor weather conditions. The tennis court was completed in May 1994.

One month later, on June 23, 1994, plaintiff's attorney sent a second letter demanding that, within 10 days, defendant improve the relocated driveway as had been agreed. Unless that were done, the letter warned, his clients, at defendant's expense, would "proceed in putting the driveway back where it was originally," despite the destruction of the tennis court, which stood in the way. Defendant alleges that, in addition, plaintiff soon after demanded that she pay him $60,000, which she refused. Plaintiff denies this assertion.

The battle escalated even further when, on February 1, 1995, plaintiff filed suit seeking a declaration of the parties' rights ***448** regarding the easement and a permanent injunction compelling defendant to remove the tennis court and return the driveway to its original location. Defendant alleges that, at this time, construction of her home—including its new entryway—had not yet been completed, and the combination of weather and the pending litigation delayed finishing the relocated driveway in accordance with the agreed-upon terms. Defendant answered the complaint with nine affirmative defenses and three counterclaims.[2] Plaintiff moved for partial summary judgment, seeking a declaration of his rights and dismissal of defendant's affirmative defenses and counterclaims. In opposition, defendant submitted affidavits of herself, her son and his friend attesting to Mrs. Jaffe's consent to the driveway relocation.

Supreme Court granted plaintiff's motion for partial summary judgment and dismissed defendant's counterclaim for reformation, holding that plaintiff had an easement over defendant's property which defendant had no right to move and that CPLR 4519 (the Dead Man's Statute) precluded any testimony regarding Mrs. Jaffe's alleged oral consent. The court found as a matter of law that "since the location of the subject easement remained fixed for at least thirty-seven (37) years (from 1956–1993) it could not be relocated without plaintiff's consent." Plaintiff then sought an order compelling defendant to restore the driveway to its original condition or allow him to complete the restoration at defendant's expense—relief the court granted.

For much the same reason the Appellate Division affirmed: although the location of the easement was not specified in the 1956 deed that created it, use of the driveway for 37 years without objection by the servient tenement fixed its location, and as such, its course could not be changed without consent. The Appellate Division noted, moreover, that summary judgment was proper because plaintiff established that he did not ***449** consent to the relocation and defendant failed to proffer evidence raising an issue of fact.[3] We now reverse.

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II.

[1] Analysis begins with a timeless first principle in the law of easements, articulated by this Court in *Bakeman v. Talbot,* 31 N.Y. 366 in 1865 and recently reasserted with equal vigor in *Dowd v. Ahr,* 78 N.Y.2d 469, 577 N.Y.S.2d 198, 583 N.E.2d 911: express easements are defined by the intent, or object, of the parties.

*****660** [2] ****652** While we have not previously considered the particular question now before us, we have several times passed upon questions involving the type of easement at issue—a right of way. As a rule, where the intention in granting an easement is to afford only a right of ingress and egress, it is the right of passage, and not any right in a physical passageway itself, that is granted to the easement holder (*Bakeman v. Talbot,* 31 N.Y., at 371, *supra; Grafton v. Moir,* 130 N.Y. 465, 470–472, 29 N.E. 974 [easement granting "right of way through and over the carriage or alley-way in the rear of the * * * premises" held not to be a reservation of the "alley itself" but only "the right of way over the alley-way or carriage-way"]). As this Court observed more than a century ago,

> " 'A right of way along a private road belonging to another person does not give the [easement holder] a right that the road shall be in no respect altered or the width decreased, for his right * * * is merely a right to pass with the convenience to which he has been accustomed.' " (*Grafton v. Moir,* 130 N.Y., at 472, 29 N.E. 974, *supra* [quoting Goddard, Easements, at 332]; *see also, Herman v. Roberts,* 119 N.Y. 37, 42, 23 N.E. 442.)

[3] Thus, in the absence of a demonstrated intent to provide otherwise, a landowner burdened by an express easement of ingress and egress may narrow it, cover it over, gate it or fence it off, so long as the easement holder's right of passage is not impaired (*see, e.g., Dalton v. Levy,* 258 N.Y. 161, 167, 179 N.E. 371 [narrowing of a right of way by construction of a building on it]; ***450** *Grafton v. Moir,* 130 N.Y., at 471–473, 29 N.E. 974, *supra* [covering over of alleyway]; *Andrews v. Cohen,* 221 N.Y. 148, 155, 116 N.E. 862 [covering over of passageway]; *Brill v. Brill,* 108 N.Y. 511, 516–517, 15 N.E. 538 [fences and gates]; *Cunningham v. Fitzgerald,* 138 N.Y. 165, 171, 33 N.E. 840 [changing street grade impaired access, and therefore required easement holder's consent]). As a matter of policy, affording the landowner this unilateral, but limited, authority to alter a right of way strikes a balance between the landowner's right to use and enjoy the property and the easement holder's right of ingress and egress (*see, Paine v. Chandler,* 134 N.Y. 385, 391; , 32 N.E. 18 5 Warren's Weed, New York Real Property, Easements, § 1.01[2] [4th ed.]).

While enjoying a limited right to narrow, cover, gate and fence off such easements, can a landowner similarly relocate a right of way without the easement holder's consent? Other jurisdictions have broadly required consent to the relocation of easements.[4] That has not, however, been the unanimous view of lower courts in New York (*compare, Van Laak v. Malone,* 92 A.D.2d 964, 460 N.Y.S.2d 654 [landowner could relocate right of way where easement granted was "the right of ingress and egress * * * over a route now used * * * or one hereinafter designated to be used"]; *Clements v. Schultz,* 200 A.D.2d 11, 13, 612 N.Y.S.2d 726 [landowners could not unilaterally relocate easement by constructing roadway where easement granted "free use of the present roadway, or any other roadway to be constructed"]; *Quinta Doroteia, Ltd. v. Wagner,* 141 A.D.2d 711, 713, 529 N.Y.S.2d 581 [landowner entitled to relocate right of way where grant did not contain "detailed dimensional specifications" and new route did not adversely impact easement holder's rights]).

Easement relocation questions that have previously reached this Court presented materially different factual situations. First, as exemplified by *Dowd v. Ahr,* 78 N.Y.2d 469, 577 N.Y.S.2d 198, 583 N.E.2d 911, *supra* and ***451** *Onthank v. Lake Shore & Mich. S.R.R. Co.,* 71 N.Y.194, our prior relocation cases *****661 **653** have not concerned rights of way. Rather, the easement holder in those cases was given the right to build a structure—a dock in one instance, a pipeline in the other—on the landowner's property. Unlike the right of way now at issue, those easements could not be enjoyed unless and until their locations were fixed on the landowner's property (*see, Dowd v. Ahr,* 78 N.Y.2d, at 473, 577 N.Y.S.2d 198, 583 N.E.2d 911, *supra* [express grant to build a dock at "a point [to be] designated" by the grantor];[5] *Onthank v. Lake Shore & Mich. S.R.R. Co.,* 71 N.Y., at 197, *supra* [once the pipe was laid, the easement location became fixed]; *see also, Evangelical Lutheran St. John's Orphan Home v. Buffalo Hydraulic Assn.,* 64 N.Y. 561 [easement for dam]). By contrast, enjoyment of an undefined right of ingress and egress over the land of another does not require any fixed occupancy of the landowner's premises.

The second category of cases to reach this Court involved relocation attempts by the easement holder, not—as in the present case—by the landowner (*see, Onthank v. Lake Shore & Mich. S.R.R. Co.,* 71 N.Y.194, *supra; Evangelical Lutheran St. John's Orphan Home v. Buffalo Hydraulic Assn.,* 64 N.Y. 561, *supra*). That, too, is a significant distinction.

Traditionally, reasons given for denying *easement holders*

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the right to make changes in location are that "treating the location as variable would depreciate the value of the servient estate, discourage its improvement, and incite litigation" (Restatement [Third] of Property [Servitudes], Tentative Draft No. 4, § 4.8[3], comment *f*). Those same policy reasons, however, do not justify denying a *landowner's* (or "servient owner's") limited authority to move an unlocated right of way. Indeed, recognizing that authority likely increases the value of the servient estate, and encourages the landowner to make improvements. Moreover, because a landowner's authority to relocate a right of way without consent is limited—in that relocation may not impair the easement holder's rights—both parties have an incentive to resolve any dispute prior to relocation. The easement holder has an interest in influencing the landowner's choice of a new location, and the landowner will want to avoid the risk and cost of allowing a court to make an ***452** after-the-fact determination as to the propriety of the relocation.

Recognition of a relocation right in landowners raises its own policy concerns: that landowners (whose purchase price reflected the existence of the easement) will receive a windfall, that easement holders may be rendered vulnerable to harassment by the landowner and that the settled expectations of the easement holder will be disrupted (*see, Davis v. Bruk,* 411 A.2d 660 [Me.], *supra;* Note, *The Right of Owners of Servient Estates to Relocate Easements Unilaterally,* 109 Harv.L.Rev. 1693 [1996]; *but see,* Note, *Balancing the Equities: Is Missouri Adopting a Progressive Rule for Relocation of Easements?,* 61 Mo.L.Rev. 1039 [1996]). We conclude, however, that these concerns are adequately addressed by the limitation that a landowner may not unilaterally change a right of way if that change impairs enjoyment of the easement holder's rights (*see, Grafton v. Moir,* 130 N.Y., at 473, 29 N.E. 974, *supra* [coverage that so darkens the passageway as to make travel uncomfortable interferes with reasonable enjoyment of easement]; *Dalton v. Levy,* 258 N.Y., at 167, 179 N.E. 371, *supra; Andrews v. Cohen,* 221 N.Y., at 155, 116 N.E. 862, *supra; Brill v. Brill,* 108 N.Y., at 516, 15 N.E. 538, *supra; Cunningham v. Fitzgerald,* 138 N.Y., at 171, 33 N.E. 840, *supra*).

[4] Thus, based on our precedents and their underlying policy considerations, we conclude that—as in the easement alteration cases—a balancing test is also appropriate as to relocation of an undefined right of way. In the absence of a demonstrated intent to provide otherwise, a landowner, consonant with the beneficial use and development of its property, can move that right of way, so long as the landowner bears the expense of the relocation, and so long as the change does not frustrate the parties' intent or object in *****662 **654** creating the right of way, does not increase the burden on the easement holder, and does not significantly lessen the utility of the right of way (*see,* Restatement [Third] of Property [Servitudes], Tentative Draft No. 4, § 4.8[3]).

[5] Given that a landowner is not, as a matter of law, precluded from relocating such an easement of ingress and egress in the first instance, it follows that the easement holder's continued use of the access—without more—does not itself alter that right (*see, e.g., Peabody v. Chandler,* 42 App.Div. 384, 59 N.Y.S. 240 [use of pathway for 13 years did not fix the location of an easement granting general right of way]). Mere use of a particular path in accordance with an explicit right to do so is neither hostile nor adverse. Thus, continued usage of that same path ***453** does not in and of itself fix an otherwise undefined location so as to enlarge the interest of the easement holder or reduce the interest of the landowner.

III.

Applying these principles to the facts at hand, we must first determine whether, in the 1956 Brown–Jaffe deed, it was the intention of the parties, in creating the right of way that plaintiff now enjoys, to deny the landowner's right ever to relocate his main driveway without the easement holder's consent. If no such intent is to be found—as we conclude—then defendant may relocate the right of way so long as plaintiff's right is not impaired.

[6] [7] The search for the parties' intent begins with the words they used in creating the easement. Here, the deed conveyed to the Jaffes a right to "the perpetual use, in common with others, of [Mr. Brown's] main driveway, running in a generally southwesterly direction between South Ferry Road and [Mr. Brown's] residence premises." Under the terms of that grant, the Jaffes secured the right of convenient passage to and from their property, while the Browns retained the right to use their property as they saw fit, so long as it did not interfere with the right of passage granted (*see,* 5 Warren's Weed, New York Real Property, Easements, § 1.01[2] [4th ed.]).

The deed, however, does not reflect an intent to deny Mr. Brown the right ever to relocate the "main driveway" to his house in order to accommodate the grantees' right of ingress and egress to their adjoining premises. Indeed, the indefinite description of the right of way suggests the opposite—namely, that the parties intended to allow for relocation by the landowner. Notably, the parties

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themselves in the same deed described two additional easements by explicit reference to metes and bounds. Had they intended the right of way to be forever fixed in its location, presumably they would have delineated it in similar fashion. Moreover, if by "main driveway" they meant to perpetuate the driveway then in existence, the additional specification found in the deed—"running in a generally southwesterly direction between South Ferry Road and [Mr. Brown's] residence premises"—would have been superfluous.

The provision manifests an intention to grant a right of passage over the driveway—wherever located—so long as it meets the general directional sweep of the existing driveway (*see, e.g., Matter of City of New York [West Tenth St.]*, 267 N.Y. 212, 221, 196 N.E. 30 ***454** [easement with "high-water line" as a boundary was not fixed at high-water line that existed at the time of the grant, but rather, at "such line wherever it might thereafter be located"]; *Lattimer v. Sokolowski*, 31 N.Y.S.2d 880, 881 [easement granting right of way across property from the highway to a particular lot "as the same is now used" did not reserve a right of passage over the two lanes then in existence but granted a right of way reasonably necessary and convenient for the purpose for which it was created.]).

[8] When—as here—the language of a grant does not itself reveal an intent to preclude the landowner's right to relocate the right of way, consideration must also be given to circumstances surrounding the conveyance, including the conduct of the parties both prior and subsequent to the grant (*Bakeman v. Talbot*, 31 N.Y., at 368, *supra; Wilson v. Ford*, 209 N.Y. 186, 196, 102 N.E. 614, *rearg. denied* *****663 **655** 209 N.Y. 565, 103 N.E. 1135; *Onthank v. Lake Shore & Mich. S.R.R. Co.*, 71 N.Y., at 197, *supra*). Here, however, nothing in the conduct of the parties or other surrounding circumstances indicates an intent to deny the landowner's right to relocate the driveway. Thus, the only remaining fact question is whether the relocation impairs or diminishes plaintiff's right of ingress and egress.

Accordingly, the order of the Appellate Division, insofar as appealed from, should be reversed, with costs, and the case remitted to Supreme Court for further proceedings in accordance with this opinion.

Judges BELLACOSA, SMITH, LEVINE, CIPARICK, and WESLEY concur.

Order, insofar as appealed from, reversed, etc.

All Citations

92 N.Y.2d 443, 705 N.E.2d 649, 682 N.Y.S.2d 657, 1998 N.Y. Slip Op. 09254

Footnotes

1 The Katzes are not parties to this litigation, and their easement rights are not at issue.

2 Defendant sought reconstruction of the 1956 deed from the Browns to the Jaffes to reflect mutual mistake, inasmuch as that deed did not contain the same "relocation provision" found in the deed to the Katzes. She also sought a permanent injunction compelling plaintiff to remove his utility wires and related paraphernalia from defendant's property as any easement which existed was only for purposes of ingress and egress, and $50,000 in damages for plaintiff's destruction of certain trees on her property.

3 To complete the procedural picture: the trial court severed defendant's counterclaims regarding removal of utility wires and destruction of trees and plaintiff's second through sixth causes of action. Only the easement issue was appealed; defendant's stay of the trial court orders remains in effect during pendency of the appeal. This Court granted leave to appeal that portion of the Appellate Division order affirming the declaration that the right of way could not be moved, and dismissed as nonfinal the portion of the order affirming enforcement of the declaration (91 N.Y.2d 953, 671 N.Y.S.2d 712, 694 N.E.2d 880).

4 *See generally,* Bruce and Ely, Easements and Licenses in Land ¶ 7.05; *Davis v. Bruk,* 411 A.2d 660(Me); *Edgell v. Divver,* 402 A.2d 395 (Del); *Hollosy v. Gershkowitz,* 88 Ohio App. 198, 98 N.E.2d 314; *but see, Ogden v. Bankston,* 398 So.2d 1037 (La.) (landowner entitled to relocate where original location prevented most advantageous subdivision of servient estate and easement holder was afforded equally convenient access); *Mackin v. Mackin,* 186 Conn. 185, 439 A.2d 1086 (easement holder entitled to nominal damages only where relocation resulted in minimal inconvenience). Elsewhere, courts have recognized their own power to compel relocation, in the interests of justice, where the change did not substantially interfere with the easement holder's use

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and enjoyment of the right of way. *See, Soderberg v. Weisel,* 455 Pa.Super. 158, 687 A.2d 839; *Kline v. Bernardsville Assn.,* 267 N.J.Super. 473, 631 A.2d 1263.

5 In *Dowd,* moreover, the Court noted that the landowner could have achieved its objective in the enjoyment and development of its property without demolishing and relocating the easement holders' dock (78 N.Y.2d, at 474, 577 N.Y.S.2d 198, 583 N.E.2d 911, *supra*).

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70 A.D.3d 1286
Supreme Court, Appellate Division, Third Department, New York.

Kenneth M. SULLIVAN et al., Respondents,
v.
Jason C. WOODS Sr., Appellant.

Feb. 25, 2010.

Synopsis
Background: Landowners brought action against adjoining landowners, seeking declaratory judgment concerning extent and scope of easement over their property. The Supreme Court, Montgomery County, Catena, J., entered order granting landowners' motion for permission to relocate easement on their property, and adjoining landowners appealed.

[Holding:] The Supreme Court, Appellate Division, Lahtinen, J., held that landowners were not entitled to summary judgment on motion for permission to relocate easement.

Affirmed as modified.

West Headnotes (3)

[1] **Judgment**
Remedies to determine property rights

Landowners failed to establish that elements of balancing test for determining whether easement for ingress and egress may be relocated supported relocating easement on their property as matter of law, and thus landowners were not entitled to summary judgment on their motion to relocate easement in action against adjoining landowners seeking declaratory judgment concerning extent and scope of easement; landowners' affidavit merely stated their intent to move easement in future.

1 Cases that cite this headnote

[2] **Easements**
Ways
Easements
Change of location

Where the intention in granting an easement is to afford only a right of ingress and egress, it is the right of passage, and not any right in a physical passageway itself, that is granted to the easement holder, and under certain circumstances and in the absence of a demonstrated intent to provide otherwise, a landowner burdened by an express easement of ingress and egress may change it.

3 Cases that cite this headnote

[3] **Easements**
Change of location

In determining whether a landowner may move an easement on his property, a balancing test must be employed in which the landowner, consonant with the beneficial use and development of its property, can move that right of way, so long as the landowner bears the expense of the relocation, and so long as the change does not frustrate the parties' intent or object in creating the right of way, does not increase the burden on the easement holder, and does not significantly lessen the utility of the right of way.

1 Cases that cite this headnote

Attorneys and Law Firms

****579** O'Connor, O'Connor, Bresee & First, P.C., Albany (George J. Hoffman Jr. of counsel), for appellant.

Schur & Casale, P.L.L.C., Mayfield (Ronald R. Schur of counsel), for respondents.

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Before: MERCURE, J.P., SPAIN, ROSE, LAHTINEN and McCARTHY, JJ.

Opinion

LAHTINEN, J.

***1286** Appeal from an order of the Supreme Court (Catena, J.), entered October 21, 2008 in Montgomery County, which, among other things, granted plaintiffs' cross motion for permission to move the location of an easement.

Plaintiffs and defendant own adjoining parcels of land in the Town of Root, Montgomery County. In 1964, plaintiffs' predecessor in title reserved an easement in favor of defendant's predecessor "for ingress and egress over the present roadway" to allow access from the camp on defendant's property over plaintiffs' property to a public road. After years of dispute regarding the extent and scope of the easement, plaintiffs commenced this action for, among other things, declaratory judgment pursuant to RPAPL article 15. Defendant asserted various counterclaims. Following some disclosure, defendant moved for summary judgment declaring that he has an easement over the ***1287** existing roadway. Plaintiffs cross-moved for an order allowing them to relocate part of the roadway by which defendant accessed his camp. Supreme Court, as relevant on appeal, granted defendant summary judgment on his counterclaim that he has an express easement over plaintiffs' property and also granted plaintiffs summary judgment on their request to move part of the roadway. Defendant appeals.

[1] [2] "[W]here the intention in granting an easement is to afford only a right of ingress and egress, it is the right of passage, and not any right in a physical passageway itself, that is granted to the easement holder" (*Lewis v. Young,* 92 N.Y.2d 443, 449, 682 N.Y.S.2d 657, 705 N.E.2d 649 [1998]; *Marek v. Woodcock,* 277 A.D.2d 864, 865, 716 N.Y.S.2d 812 [2000], *lv. dismissed* 96 N.Y.2d 792, 725 N.Y.S.2d 641, 749 N.E.2d 210 [2001]). "[U]nder certain circumstances and 'in the absence of a demonstrated intent to provide otherwise, a landowner burdened by an express easement of ingress and egress may [change it]' " (*Chekijian v. Mans,* 34 A.D.3d 1029, 1031, 825 N.Y.S.2d 281 [2006], *lv. denied* 8 N.Y.3d 806, 833 N.Y.S.2d 426, 865 N.E.2d 843 [2007], quoting *Lewis v. Young,* 92 N.Y.2d at 449, 682 N.Y.S.2d 657, 705 N.E.2d 649). In determining whether there is an intent to provide for more than the right of passage, we look first to the words used in creating the easement (*see* ****580** *Chekijian v. Mans,* 34 A.D.3d at 1031, 825 N.Y.S.2d 281). Where, as here, there is merely a general reference to an existing road, without more, an intent for a fixed location of the easement is not inferred (*see id.* at 1031, 825 N.Y.S.2d 281; *Green v. Blum,* 13 A.D.3d 1037, 1038, 786 N.Y.S.2d 839 [2004]; *see also Lewis v. Young,* 92 N.Y.2d at 453–454, 682 N.Y.S.2d 657, 705 N.E.2d 649; *cf. Estate Ct., LLC v. Schnall,* 49 A.D.3d 1076, 1078, 856 N.Y.S.2d 251 [2008] [relocation not permitted where judgment establishing prescriptive easement "expressly defined it by reference to a survey map showing the precise path of the easement in detail, including exact distances and courses and with reference to monuments, adjacent properties, highwater lines and other landmarks"]).

[3] However, determining that a landowner is not precluded as a matter of law from relocating the easement does not end the analysis. Next, a "balancing test" must be employed in which the "landowner, consonant with the beneficial use and development of its property, can move that right of way, so long as the landowner bears the expense of the relocation, and so long as the change does not frustrate the parties' intent or object in creating the right of way, does not increase the burden on the easement holder, and does not significantly lessen the utility of the right of way" (*Lewis v. Young,* 92 N.Y.2d at 452, 682 N.Y.S.2d 657, 705 N.E.2d 649). Where the landowner seeks to establish the right to relocate an easement in a summary judgment motion, the landowner, consistent with well-settled procedures, has the initial burden of satisfactorily establishing that the elements of the balancing test all support ***1288** relocating the easement to the place desired by the landowner as a matter of law (*see generally Winegrad v. New York Univ. Med. Ctr.,* 64 N.Y.2d 851, 853, 487 N.Y.S.2d 316, 476 N.E.2d 642 [1985]).

Plaintiffs failed to meet their initial burden. The affidavit of plaintiff Kenneth M. Sullivan merely states that he "does intend to move the easement in the future, and will do so consistent with the law." His attorney repeats the relevant elements, but makes no effort beyond conclusory statements to show how those elements are satisfied. The reproduction of a survey map contained in the record, which was attached to the attorney's affirmation and purports to show the proposed relocation of part of the road, is of such poor quality as to be of virtually no assistance and certainly does not establish all the relevant elements as a matter of law. Accordingly, plaintiffs' cross motion should not have been granted (*see Green v. Blum,* 13 A.D.3d at 1038, 786 N.Y.S.2d 839).

ORDERED that the order is modified, on the law, with costs to defendant, by reversing so much thereof as granted plaintiffs' cross motion for summary judgment permitting the easement to be moved; cross motion

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denied; and, as so modified, affirmed.

MERCURE, J.P., SPAIN, ROSE and McCARTHY, JJ., concur.

All Citations

70 A.D.3d 1286, 895 N.Y.S.2d 578, 2010 N.Y. Slip Op. 01566

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125 Misc. 343
Supreme Court, New York County, New York, Special Term.

BOWERS
v.
FIFTH AVE. & SEVENTY-SEVENTH ST. CORPORATION.

April 25, 1925.

Action by one Bowers against the Fifth Avenue & Seventy-Seventh Street Corporation. Judgment for defendant, and complaint dismissed.

West Headnotes (2)

[1] **Covenants**
Buildings in General

Covenants in general words, prohibiting erection of anything except "dwelling houses" or "first-class dwelling houses," do not, in absence of specific language, such as "for use of one family" or "of type now prevailing," limit dwellings to type prevailing when covenant was executed.

4 Cases that cite this headnote

[2] **Covenants**
Buildings

Covenant prohibiting erection of any except "ordinary first-class dwelling" is not violated by erection of 14-story apartment house, word "ordinary" reducing rather than increasing restriction.

2 Cases that cite this headnote

Opinion

****743 *343** LYDON, J.

[1] This case involves the question of whether a restrictive covenant created in 1871 against the erection of anything other than an 'ordinary ***344** first-class dwelling' is violated by the erection of a 14-story apartment house designed to house fourteen families. The plaintiff claims that the restrictive covenant imposed by a deed dated October 12, 1871, made by Uriah F. Rogers and wife to John D. Crimmins conveying certain property now in part owned by the plaintiff, is violated by the erection of the defendant's apartment house. At the time of the conveyance, Uriah F. Rogers and his wife owned the property now owned by the defendant, which was not conveyed until after the property now owned by the plaintiff had been conveyed to John D. Crimmins. The covenant reads as follows:

> 'And the said respective parties of the first and second parts to this indenture of conveyance do hereby covenant and agree to and with each other and to and with their and each of their respective heirs, executors, administrators and assigns, that there shall not at any time or times hereafter be erected or built any stable or stables or other structure than ordinary first-class dwellings upon any part of the lands or premises comprised within the following boundaries, that is to say, on the west by Fifth avenue, on the south by the center line of the block between Seventy-Sixth and Seventy-Seventh streets, on the north for the distance of two hundred twenty feet in an easterly direction from the said easterly side of Fifth avenue.'

The plaintiff's contention is that the use of the words 'ordinary first-class dwellings' distinguishes this covenant from the one passed upon ****744** by the Appellate Division, First Department, and the Court of Appeals in the case of South Church v. Madison Avenue Building Co., Inc., 163 App. Div. 359, 148 N. Y. S. 519, affirmed Reformed Protestant Dutch Church, Garden St., in City of New York v. Madison Ave. Bldg. Co., 214 N. Y. 268,

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108 N. E. 444, L. R. A. 1915F, 651. I cannot agree with the plaintiff that there is any additional limitation, as he claims, by the use of the word 'ordinary.' In fact, the word 'ordinary' reduces, if anything, the restriction as to first-class dwellings. As was said by the Court of Appeals in that case:

> 'It seems very clear that the simple term 'dwelling house' used in this covenant is broad enough to include and permit an apartment house. We require little aid from dictionaries or decisions to enable us to see that within the ordinary meaning of language a dwelling house is a house or structure in which people dwell and such, concededly, are the character and purpose of an apartment house. There is no way in which we can fairly engraft upon these particular words considered by themselves any further limitations of definition which would make a structure used for ordinary dwelling purposes more or less a dwelling house merely because of the number of people who dwelt in it.'

And the Court of Appeals in the same case further said:

> 'But ***345** the people who made the contract knew of the developments through which dwelling houses had passed before attainment of the houses which then largely prevailed in the quarter in question, and of course they must be assumed to have foreseen that still further development and changes must occur.'

[2] The rule of construction of covenants of this character is well settled that unless there is specific language, such as 'for the use of one family,' or 'of the type now prevailing,' or other specific limitation, that general words such as 'dwelling houses' or 'first-class dwelling houses' do not limit to dwelling houses of the type prevailing at the time of the execution of the covenant, but include any structures used for residential purposes as developed by changing conditions. South Church v. Madison Ave. Bldg. Co., Inc., supra.

The plaintiff, furthermore, insists that there is no change in the general character of the neighborhood and that because on Seventy-Seventh street, between Madison and Fifth avenues, there are no apartment houses or structures other than private dwellings, that the fact is established that the neighborhood is one exclusively for private dwellings. This is an extremely limited definition of the word neighborhood. The evidence shows that there are numerous apartment houses within a few blocks of the plaintiff's property and in the same block, to wit, between Seventy-Sixth and Seventy-Seventh streets on Fifth avenue. There is a one-family private dwelling house on the north-east corner of Fifth avenue and Seventy-Sixth street, and adjoining the same is a 7 and 9-story apartment house which was completed in November, ****745** 1923, adjoining which on the north is an excavation for a 14-story apartment house, the rear portion of which adjoins a portion of the premises now owned by the plaintiff, but is situated wholly on the south one-half of the block between Seventy-Sixth and Seventy-Seventh streets.

I doubt very much that the plaintiff's contention that the neighborhood has not in any way changed can be sustained, but, aside from that, the fact that the covenant is not sufficient in limitation to prevent the erection of an apartment house on the land in question, it necessarily follows that judgment must be for the defendant and the complaint dismissed. Findings have been passed upon. Submit decision on notice.

All Citations

125 Misc. 343, 209 N.Y.S. 743

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L.R.A. 1915F, 651
Court of Appeals of New York.

MINISTER, ETC., REFORMED PROTES TANT DUTCH CHURCH IN GARDEN ST .
v.
MADISON AVE. BLDG. CO., Inc.

Feb. 25, 1915.

Appeal from Supreme Court, Appellate Division, First Department.

Submission of controversy between the Minister, Elders, and Deacons of the Reformed Protestant Dutch Church in Garden Street in the City of New York, commonly known as South Church, and the Madison Avenue Building Company, Incorporated, in which the Murray Hill Association, Incorporated, intervened. From a judgment of the Appellate Division for plaintiff (163 App. Div. 359, 148 N. Y. Supp. 519), defendant appeals. Affirmed.

West Headnotes (6)

[1] **Covenants**
General Rules of Construction
Covenants
Nature and Operation in General

Restrictive covenants against the use of property are strictly construed against the person claiming the right to enforce them.

12 Cases that cite this headnote

[2] **Covenants**
Buildings in General

The practical construction given to a covenant prohibiting the erection of buildings other than dwelling houses *held* not admissible to affect the construction by the court.

2 Cases that cite this headnote

[3] **Covenants**
Buildings in General

A covenant prohibiting the erection of buildings except dwellings does not forbid apartment houses, because such buildings were not known when the covenant was adopted.

Cases that cite this headnote

[4] **Covenants**
Buildings in General

A covenant prohibiting the erection of buildings, except dwelling houses and stables appurtenant to private dwellings, does not forbid an apartment building.

2 Cases that cite this headnote

[5] **Covenants**
Buildings

A covenant prohibiting the erection of anything except dwelling houses is not violated by the erection of an apartment house.

5 Cases that cite this headnote

[6] **Specific Performance**
Enforcement by Vendor

Specific performance of a contract to purchase land *held* properly granted, though it was conditioned that the land should not be subject to restrictive covenants prohibiting apartment houses; the court having found that the covenants did not prohibit such structures.

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4 Cases that cite this headnote

Attorneys and Law Firms

****445 *270** Admund L. Baylies, of New York City, for appellant and intervener.

Jabish Holmes, of New York City, for respondent.

Opinion

***271** HISCOCK, J.

We are called on to determine whether the Appellate Division decided correctly in a controversy submitted to it that the appellant must carry out a contract ***272** made by its assignor and representative with the respondent for the purchase of certain premises owned by the latter, and which inquiry involves the construction of a restrictive covenant.

The premises are situated at the corner of Madison avenue and Thirty-Eighth street, in what is frequently known as the Murray Hill district, in the city of New York. It appears that all of the buildings in the block, which includes the premises, outside of respondent's church building, are private dwelling houses designed for occupation by one family only, and which fully comply with the restrictive covenant hereinafter quoted. The proposed purchaser desired the premises as a site for a large apartment house, and the contract fully provided that it should not be enforceable if such restriction, concededly applicable to the lands in question, prevented the erection thereon of such an apartment house or would render the premises unmarketable in view of such use.

[1] The restriction which the parties thus considered and which has furnished this controversy was adopted by Mary Murray and others in 1847, when they were the owners of a large tract, including the premises. It provided that:

'Neither of them [said parties and owners] nor his heirs and assigns shall or will at any time hereafter erect or cause to be erected upon any of the lots owned by them respectively or any part of the same any building or erection other than brick or stone dwelling houses of at least two stories in height and with the ordinary yard appurtenances to dwelling houses, and except churches and stables of brick or stone for private dwellings, and, further, that they will not hereafter erect or permit upon such lots or any part of the same any livery stable, slaughterhouses,' etc.

The precise question is whether an apartment house will be a 'dwelling house' within the meaning of this provision; for there is no objection to the form, style, character or construction of the proposed building other ***273** than that it is to be an apartment house accommodating many families, instead of a dwelling house intended for occupation by a single family.

It seems very clear that the simple term 'dwelling house,' used in this covenant, is broad enough to include and permit an apartment house. We require little aid from dictionaries or decisions to enable us to see that, within the ordinary meaning of language, a 'dwelling house' is a house or structure in which people dwell, and such, concededly, are the character and purpose of an apartment house. There is no way in which we can fairly ingraft upon these particular words considered by themselves any further limitations of definition which would make a structure used for ordinary dwelling purposes more or less a dwelling house merely because of the number of people who dwelt in it. I think that the appellant really concedes this, but it urges upon us that the words 'dwelling house' in this particular case are to be used as though they were 'private dwelling house,' thereby meaning a building designed for occupation by one family only, and in which case the term doubtless would exclude an apartment house. The contention for this interpretation is substantially based upon three reasons.

[2] The first one is that all of the other dwelling houses in the block where these premises lie are designed for single families; wherefrom it is urged that a practical construction has been placed on the covenant which is binding upon the present purchaser. There may be considerable doubt whether the fact that residents of this district up to a certain point of business and residential development in the city have failed to erect ****446** apartment houses would be any proof of an understanding or belief that such a house could not be erected when the owner thought the time had arrived for so doing . Possibly a party who was endeavoring to erect a building which was objected to as violating some covenant of uncertain meaning might, under certain circumstances, give evidence ***274** that buildings like this had been erected in a neighborhood under the same restriction without objection as indicating a common understanding of what the restriction meant. But it is much more doubtful whether evidence would be permissible that people had not exercised certain rights as a means of proving that they did not possess the rights when such failure of exercise might be entirely due to other causes. But, aside

from this, of course the rule of practical construction is only applicable when the language which is the subject of construction is of dubious meaning, and that we do not believe to be the case here. We think the words 'dwelling house' are of too plain and certain a meaning to permit their interpretation to be governed by evidence of what people have done or thought under or about them.

[3] [4] The second basis of appellant's contention is that at the time when this covenant was drafted and put into operation no such thing was known as an apartment house, but this district, so far as occupied at all, was occupied by private residences, and that therefore the parties had in mind, and the contract should be interpreted as meaning, such dwelling houses as then existed, and excluding the modern apartment house. This contention also is too fallible to survive careful consideration .

Where a covenant in plain and complete language limits the use of real estate to the erection of a certain and general class of buildings by reference to their fundamental purposes, as dwelling houses, the law will not still further extend the restriction by enforcing it against all but a limited variety of such buildings which happened to be in sue when the covenant was made. The general rule of law applicable to such a covenant is against such a construction; for it requires it to be construed strictly against, rather than liberally in favor of, the grantor .

I do not think that the parties who originated the present restriction expected any such interpretation as is ***275** now urged. It is true that at that time apartment houses were not known, although a cheaper form of community dwelling house—the tenement house—was. But the people who made the contract knew of the developments through which dwelling houses had passed before attainment of the houses which then largely prevailed in the quarter in question, and, of course, they must be assumed to have foreseen that still further development and changes must occur. If they failed to restrict against these, we must believe that it was not because they were not to be anticipated, but rather because the parties overlooked them, or more probably because they did not desire to incumber their property by too detailed and burdensome restrictions, but only by the fundamental and general one that it should be used for dwelling houses as these might be developed and fashioned by future experience and customs. The principle of interpretation which we are following has been applied to other situations, and is, we think, applicable to the present one. Taylor v. Goodwin (1878–79) L. R. 4 Q. B. Div. 228; Diocese of Trenton v. Toman, 74 N. J. Eq. 702, 711, 70 Atl. 606; Geiger v. P. & R. Turnpike Co., 167 Pa. 582, 31 Atl. 918, 28 L. R. A. 458; State v. Mo. Pac . Ry. Co., 71 Mo. App. 385, 393.

[5] The last contention is based on the sentence in the clause which excepts from the prohibition against the erection of buildings other than dwelling houses, etc., 'stables * * * for private dwellings.' It is said that this permission to erect stables for private dwellings reflects light on the entire clause, and shows that the parties contemplated only private dwelling houses, which would mean dwelling houses for occupation by single families. We are not, however, able to accept that interpretation.

This was to be a residential district. By the exception under consideration the right was permitted of erecting stables which might be very obnoxious unless regulated, ***276** and it was evidently intended to guard against any such result, and not adopt an exception which would permit public or unusual stables of any kind. This intent is evidenced elsewhere by the prohibition against livery stables. But there were, or might be, other stables of a public or obnoxious kind which would come in under the exception unless it was limited, such as business, boarding, or community stables. To prevent this we have the limitation that the stables should be only for private dwellings, and I think that this was merely a simple and comprehensive method of saying that they should be for private purposes, as distinguished from those of another and public character such as have been mentioned by way of illustration. It is difficult to believe that the draftsman by 'private' dwellings had in mind anything different than was expressed by the preceding term 'dwelling house.' He was simply trying beyond question to impose upon this incidental use of the land a private, as distinguished from a public or business, use.

But, even if we should assume that the two terms 'dwelling house' and 'private dwellings' were used with an intentional differentiation of meaning, I do not think the result would be that which is disired by the appellant. The primary clause permitting the erection of dwelling houses by itself is clear and complete, and its meaning will not be cut down by a subsequent phrase, unless such is the obvious intent and effect. If ****447** the latter term now being considered is more restricted than the former, it is just as permissible to believe that the draftsman intended to place greater and more careful restrictions on the erection of the potentially more obnoxious stable than upon a dwelling house, as it is to conclude that he intended to place a more limited meaning upon the preceding term by the use of narrower words in a subsequent clause relating to another and independent subject. While such a restrictive clause as the general one now before us has not been heretofore construed by this court ***277** in respect of the subject now involved, we

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think the interpretation which we are giving is well fortified by decisions of the Supreme Court.

In Sonn v. Heilberg, 38 App. Dig. 515, 56 N. Y. Supp. 341, it was held that a clause prohibiting the erection of 'any building * * * less than three stories in height, and the same to be in every way adapted for use as a family residence,' did not prevent the erection of an apartment house. While the trial court evidently considered certain facts having relation to a change in the character of the structures and the business carried on in the immediate neighborhood where the building was to be erected, the Appellate Division placed its decision simply upon the meaning of the covenant itself, and it seems to us that the restriction there under consideration to a building adapted for use as 'a family residence' was more exclusive than the one which we have been considering.

In Hurley v. Brown, 44 App. Div. 480, 483, 60 N. Y. Supp. 846, 849, the clause under consideration forbade the use of property for certain business purposes, and required that the grantee should build 'a substantial two-story dwelling house' costing not less than a certain sum, and, when objection was made to the erection of a building with stores on the first floor and flats or apartments above, it was held, quoting from the case of Sonn v. Heilberg, that:

> 'In no event would the erection of a flat or tenement house be a violation of the covenant against erecting anything but dwelling houses.'

In Holt v. Fleischman, 75 App. Div. 593, 78 N. Y. Supp. 647, it was held that a covenant to erect upon a lot conveyed 'a first-class dwelling house,' with certain dimensions, would not be violated by the erection of an apartment house.

In Bates v. Logeling, 137 App. Div. 578, 122 N. Y. Supp. 251, the doctrine of Holt v. Fleischman, supra, was reiterated, that the erection of an apartment house was not a violation of a covenant to erect a first-class dwelling house.

This same principle seems also to have been held in the ***278** case of Gallatin v. Blake Building & Realty Co., which was tried before Hamilton Odell, Esq., as referee, and involved the construction of a clause prohibiting in the neighborhood of Gramercy Park, in the city of New York, 'any other buildings save brick or stone dwelling houses of at least three stories in height,' and also by the judgment in Thebaud v. Vultee, tried in the Court of Common Pleas in the city of New York in 1888, and involving the consideration of the same covenant now before us. See, also, Johnson v. Jones, 244 Pa. 386, 90 Atl. 649, 52 L. R. A. (N. S.) 325; McMurty v. Phillips Investment Co., 103 Ky. 308, 45 S. W. 96, 40 L. R. A. 489; Hutchinson v. Ulrich, 145 Ill. 336, 34 N. E. 556, 21 L. R. A. 391.

[6] Finally, it is urged that specific performance should not be decreed against this appellant, for the reason that the statement of facts does not set forth as fully as it might the purposes for, and the conditions under, which this district is now occupied, and because this judgment will not be conclusive upon others who are not parties to this proceeding, and who may institute further actions to interfere with the enjoyment by appellant of these premises for apartment house purposes.

We appreciate that it might be a reason for withholding a command for specific performance if the judgment in this proceeding was based on a solution of disputed facts, and would still leave the purchaser subject to serious attacks by other persons, but we do not feel that any such situation as that can arise.

The respondent is not relying for relief upon its version of disputed facts, or even upon any parol testimony such as may be necessary as establishing a case of practical construction. It is simply relying upon what it contends to be, and what we are holding to be, a justifiable interpretation of a clause employing plain and unambiguous language which requires no evidence of surrounding circumstances or of practical interpretation by the parties. It is true that other parties who are interested may institute proceedings to enjoin the erection of an apartment ***279** house. It seems to be the inalienable right of any person to start a lawsuit, but the court will not regard such possibility of action as a reason for refusing specific performance when a judgment is to be rendered which, under the ordinary rule of stare decisis, will control the determination of subsequent suits started for the same purpose. Ebling v. Dreyer, 149 N. Y. 460, 471, 44 N. E. 155.

In conclusion it may be stated that there is no lack of appreciation of the sentiments of those residents of this district who have become attached to it as one of a private residential character and who are anxious to preserve it against the inroads of more public or business purposes. There must, however, be considered the rights of those who desire or feel compelled to devote their property to such latter uses, and who have an absolute right to invoke the principle that they may thus do unless such right has been clearly restricted by some binding covenant ****448** or limitation, and this, as we have held, does not exist against the present proposed use of the respondent's lot.

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The judgment, therefore, should be affirmed, with costs.

Judgment affirmed.

WILLARD BARTLETT, C. J., and CHASE, CUDDEBACK, HOGAN, MILLER, and SEABURY, JJ., concur.

All Citations

L.R.A. 1915F, 651, 214 N.Y. 268, 108 N.E. 444

End of Document

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219 A.D. 552
Supreme Court, Appellate Division, Second Department, New York.

PIERSON
v.
RELLSTAB BROS., Inc.

January 14, 1927.

Appeal from Special Term, Westchester County.

Action by Walter Pierson against Rellstab Bros., Inc. Judgment for defendant, dismissing complaint on the merits, and plaintiff appeals. Judgment unanimously affirmed on opinion at Special Term.

West Headnotes (2)

[1] **Covenants**
Nature and Operation in General

Unless grantor's intention is contained in express language of restrictive covenant itself, or is legally inferable therefrom, it may not be given effect.

1 Cases that cite this headnote

[2] **Covenants**
Tenement Houses

Covenant prohibiting erection of building other than one house, to be used only as a dwelling, without limitation on number of families which might occupy it, *held* not to restrict building of apartment house, in which number of families dwell.

5 Cases that cite this headnote

Attorneys and Law Firms

****406 *553** Moore, Hall, Swan & Cunningham, of New York City, for appellant.

Tierney, Schrenkeisen & Kettner, of New Rochelle, for respondent.

Argued before KELLY, P. J., and MANNING, YOUNG, KAPPER, and LAZANSKY, JJ.

****404** The following is the opinion of Mr. Justice Taylor at Special Term:
[1] The restrictive covenant in this case was imposed in 1888 upon lands in New Rochelle, then a more rural community than at present. Undoubtedly ****405** we may suspect that the party originally imposing it, as well as the grantee, contemplated a high-class residential development rather than one of multifamily houses. Whatever we may suspect was the intention, unless it is contained in the express language of the covenant itself, or is legally inferable therefrom, such suspected intention may not be given effect. The court may not read into the covenant anything which the parties did not place therein. There was language enough extant and available to the parties, if actually they had desired to make the restriction more onerous than they did make it by the express provisions thereof.

[2] As far as germane to this inquiry, the restriction prohibits the erection 'on said lot' of 'any building other than one house to be used only as a dwelling * * * except the usual outhouses. * * *' The cost of the dwelling and a certain set-back, inter alia, were prescribed, and manufacturing and business were if effect prohibited, togther with certain nuisances. Nothing was contained within the four walls of the covenant as to the character of the dwellings which might be erected thereon. The covenant, which was wholly unambiguous, did not in any respect prescribe the character of the 'dwelling,' and it contained no express, and I hold that there was no implied, limitation upon the number of families which might occupy it. The defendant's 'dwelling,' as altered, is to be a high-class apartment house, in which a number of families will dwell. The contemplated rental per room per month is, comparatively speaking, large. Such an apartment house is contemplated by the language of the covenant in the instant case, even though we may suspect that the original landowner in 1888 may not have contemplated the apartment house. Under recent authority I determine that the plaintiff has ***554** established no violation of the covenant by the defendant. Reformed

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Protestant Dutch Church Garden St. in City of New York v. Madison Ave. Building Company, 214 N. Y. 268, 108 N. E. 444; Bennett v. Petrino, 235 N. Y. 474, 139 N. E. 578.

The plaintiff contends that a learned colleague's determination, denying the defendant's motion for judgment in defendant's favor upon the pleadings, is sufficient to warrant, or even compel, a judgment in favor of the plaintiff in this case. As I read his memorandum deciding that motion, however, his view was that the interests of justice required a deliberate trial of the issues after a full hearing, rather than a more summary disposition of the case upon the pleadings. At all events, I determine that the decisions of our highest court, above cited, are controlling. They militate conclusively, in my opinion, against the soundness of plaintiff's theory that the defendant's altered building, which is concededly an apartment dwelling house, violates the restriction. I hold that it does not. It is true that for years only one-family dwellings were erected in this restricted part. If the covenant were ambiguous, the said use by the occupants of the restricted plots might be helpful in ascertaining their real intention. That such claimed practical construction of the covenant may not be indulged in, as far as the situation presented in this case is concerned, is not at all doubtful, because our Court of Appeals, in annother litigation, in effect has determined the question adversely to the plaintiff here. I quote from the language of Hiscock, J., in Reformed Protestant Dutch Church Garden St. in City of New York v. Madison Avenue Building Company, 214 N. Y. 268, at pages 273, 274, 108 N. E. 444, 446:

> 'Possibly a party who was endeavoring to erect a building which was objected to as violating some covenant of uncertain meaning might under certain circumstances give evidence that buildings like this had been erected in a neighborhood under the same restriction without objection as indicating a common understanding of what the restriction meant. But it is much more doubtful whether evidence would be permissible that people had not exercised certain rights as a means of proving that they did not possess the rights when such failure of exercise might be entirely due to other causes. But, aside from this, of course, the rule of practical construction is only applicable when the language which is the subject of construction is of dubious meaning and that we do not believe to be the case here. We think the words 'dwelling house' are of too plain and certain a meaning to permit their interpretation to be governed by evidence of what people have done or thought under or about them.'

This reasoning applies with great force to the situation in the case at bar. Upon the whole case I find that the plaintiff has established no cause of action, and that the defendant is entitled to a judgment dismissing the complaint of the plaintiff upon the ***555** merits, but under all the circumstances disclosed in the record I direct that such judgment in favor of the defendant shall be without costs.

Decreed accordingly. Settle decision and judgment on notice. The plaintiff will kindly present requests to find, if so advised, and I will pass upon the same at the time of the settlement of the decision.

Opinion

PER CURIAM.

Judgment unanimously affirmed, with costs, on opinion of Mr. Justice Taylor at Special Term.

All Citations

219 A.D. 552, 219 N.Y.S. 404

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285 A.D.2d 859, 728 N.Y.S.2d 275, 2001 N.Y. Slip Op. 06370

John H. Van Schaick et al.,
Appellants-Respondents,
v.
Trustees of Union College, Respondent-Appellant.

Supreme Court, Appellate Division, Third Department, New York
88325
(July 19, 2001)

CITE TITLE AS: Van Schaick v Trustees of Union Coll.

HEADNOTES

DEEDS
RESTRICTIVE COVENANTS

([1]) Restrictive covenants in original deeds do not prevent defendant, not-for-profit higher-educational institution and owner of properties in realty plot, from converting existing residential structures into administrative office building and "theme" student housing--proposed use of building as "theme student housing" does not constitute "trade, manufacture, or business" but, rather, use falls squarely within meaning of "dwelling house"--proposed use of second property as administrative offices for alumni relations department is not proscribed by use restriction prohibiting use of dwelling house as business; such use is incidental to operation of school and school is not business within meaning of restrictive covenant at issue here; operation of administrative office for private, not-for-profit college or university is not business use; moreover, school had been in existence for over 100 years at time realty plot was developed on lands directly adjacent to campus and once owned by defendant; use of parcels in question by defendant was sufficiently foreseeable and, yet, framers of restrictive covenants did not craft specific restriction prohibiting future use by defendant of land in realty plot for school purposes.

DEEDS
RESTRICTIVE COVENANTS

([2]) Restrictive covenants in original deeds do not prevent defendant, not-for-profit higher-educational institution and owner of properties in realty plot, from converting existing residential structures into administrative office building and "theme" student housing--assertion that restrictive covenant prohibits defendant from constructing any buildings or using existing buildings on its properties for any purpose other than single-family residences is rejected; covenant provides that on those lots which are smaller than 70 feet by 140 feet, construction is limited, prior to January 1, 1920, to "one private one-family dwelling house"; covenant further provides that for those lots which are 70 feet by 140 feet or larger, construction is restricted, in perpetuity, to "dwelling house," cost of which shall be at least $6,000; all of defendant's lots at issue exceed 70 feet by 140 feet lot dimension; accordingly, "one private one-family dwelling house" restriction is not applicable to defendant's lots herein; instead, second clause applies and permits construction of "dwelling house," use of which is not limited to single-family private residence.

Spain, J.

Cross appeals from an order of the Supreme Court (Caruso, J.), entered March 21, 2000 in Schenectady County, which, *inter alia,* granted defendant's cross motion for summary judgment dismissing the complaint.

Defendant, a not-for-profit higher-educational institution, is the owner of certain properties situated in an area known as the "General Electric Realty Plot" (hereinafter the realty plot) located in the City of Schenectady, Schenectady County. By 1997, defendant had obtained special use permits to develop two of its properties in the realty plot for the purpose of converting existing residential structures into an administrative office building and "theme" student housing. Defendant's properties at issue are burdened by restrictive covenants contained in their original deeds which state, in relevant part:

"(1) That the said party of the second part, its successors

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and assigns will not at any time hereafter, *prior to January 1, 1920* erect or cause or procure permit or suffer to be erected upon any part of the hereby granted premises having a frontage of *less than [70] feet* and a depth of *less than [140] feet,* any buildings *except one private one-family dwelling house* and out-buildings thereof, and no building erected on said premises or any part thereof shall at any time be used except for such purposes; and no *dwelling house* with its outbuildings as aforesaid shall *at any time* be erected or be allowed or suffered to ***860** remain on any part of the premises hereby conveyed unless it be on a lot the side lines of which are *at least [70] feet* apart at all points and having a depth of *at least [140] feet* and unless it shall cost not less than Six Thousand Dollars, and subject also to the following covenants: ...

"(4) That said premises or any buildings erected or to be erected thereon *shall not at any time* be used for the purpose of any *trade, manufacture or business* of any description, excepting that the same may be used for offices for the practice of medicine or for other professional work" (emphasis supplied).

In October 1998, plaintiffs, owners of real property located in the realty plot, commenced this action seeking a declaratory judgment that, pursuant to the restrictions contained in the deeds, defendant was prohibited from constructing any buildings or using the existing structures on its properties in the realty plot for any purpose other than single-family residential use. Plaintiffs also sought an injunction prohibiting defendant from constructing any buildings on those properties for any purpose other than single-family dwellings. Defendant answered asserting, *inter alia,* that its proposed uses of the properties did not violate the restrictive covenants.

Plaintiffs, thereafter, moved for summary judgment and defendant cross-moved for summary judgment and leave to amend its answer to assert that plaintiffs lacked standing to bring the action. Supreme Court denied plaintiffs' motion for summary judgment, granted defendant's cross motion for summary judgment dismissing the complaint and denied defendant's motion to amend its answer. Plaintiffs appeal from that part of the court's order that denied their motion for summary judgment and granted defendant's cross motion for summary judgment. Defendant cross-appeals from that portion of the order denying its motion for leave to amend its answer.

It is well settled that the law favors "free and unencumbered use of real property, and covenants restricting use are strictly construed against those seeking to enforce them" (*Witter v Taggart,* 78 NY2d 234, 237; *see, Huggins v Castle Estates,* 36 NY2d 427, 430; *Ledda v Chambers,* 284 AD2d 690, 691; *Doin v Bluff Point Golf & Country Club,* 262 AD2d 842, 842-843, *lv denied* 94 NY2d 753; *Gitlen v Gallup,* 241 AD2d 856, 858). Moreover, courts will enforce such restraints only when their application has been established by "clear and convincing proof" (*Witter v Taggart, supra,* at 238; *see, Huggins v Castle Estates, supra,* at 430; *Ledda v Chambers, supra*). We find that plaintiffs' evidence fails to meet this burden and, accordingly, we agree with Supreme Court's resolution of the merits of this action in defendant's favor.***861**

Initially, we reject plaintiffs' assertion that paragraph one of the restrictive covenants prohibits defendant from constructing any buildings or using the existing buildings on its properties for any purpose other than single-family residences. In our view, paragraph one provides that on those lots which are smaller than 70 feet by 140 feet, construction is limited, prior to January 1, 1920, to "one private one-family dwelling house." Paragraph one further provides that for those lots which are 70 feet by 140 feet or larger, construction is restricted, in perpetuity, to a "dwelling house," the cost of which shall be at least $6,000. Significantly, the record reflects that all of defendant's lots at issue in this action exceed the 70 feet by 140 feet lot dimension contained in paragraph one. Accordingly, the "one private one-family dwelling house" restriction is not applicable to defendant's lots herein. Instead, the second clause of paragraph one applies and permits the construction of a "dwelling house," the use of which is not limited to a single-family private residence (*see, Minister of Refm. Prot. Dutch Church v Madison Ave. Bldg. Co.,* 214 NY 268, 272-273; *see also, Bennett v Petrino,* 235 NY 474).

Likewise, we agree with Supreme Court that the restrictive covenants contained in paragraph four of the deed restrictions apply to defendant's properties at issue herein. Notwithstanding defendant's contrary assertion, we find that the date limitation on the restrictive language contained in the first part of paragraph one does not appear in paragraph four and has no application to lots the size of defendant's properties, i.e., 70 feet by 140 feet or larger. We find, however, that defendant's proposed uses of the subject properties do not violate the use restrictions contained in paragraph four. Specifically, defendant's proposed use of one of the buildings as "theme student housing" does not constitute "trade, manufacture, or business" but, rather, the use falls squarely within the meaning of "dwelling house," which has been defined as "a house or structure in which people dwell" and held to include apartment houses, tenements and the like

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(*Minister of Refm. Prot. Dutch Church v Madison Ave. Bldg. Co., supra,* at 273; *Bowers v Fifth Ave. & Seventy-Seventh St. Corp.,* 125 Misc 343, 344-345, *affd* 215 App Div 764, *affd* 243 NY 536).

We turn next to the issue of whether defendant's proposed use of a second property as administrative offices for its alumni relations department is proscribed by the use restriction in paragraph four prohibiting the use of a dwelling house as a ***862** business.* Supreme Court determined that such use was incidental to the operation of defendant's school and that a school is not a business within the meaning of the restrictive covenant at issue here (*see generally, Sweet v Hollearn,* 142 Misc 408, 411; *but see, Marsh v Adams,* 171 Misc 414). It is well established that where language used in a restrictive covenant is capable of more than one interpretation, all doubts must be resolved in favor of the free use of property (*see, Freedman v Kittle,* 262 AD2d 909, 911; *Gitlen v Gallup,* 241 AD2d 856, 858, *supra; Thrun v Stromberg,* 136 AD2d 543, 544; *Lewis v Spies,* 43 AD2d 714, 716). Although the issue has apparently not been addressed at the appellate level in this State, we conclude that the operation of an administrative office for a private, not-for-profit college or university is not a business use. Moreover, defendant's school had been in existence for over 100 years at the time the realty plot was developed on lands directly adjacent to the campus and once owned by defendant. The use of the parcels in question by defendant was sufficiently foreseeable and, yet, the framers of the restrictive covenants did not craft a specific restriction prohibiting future use by defendant of land in the realty plot for school purposes. Accordingly, we find that plaintiffs have failed to prove by clear and convincing evidence that defendant's proposed use violates the restrictions in paragraph four.

Finally, while we agree with Supreme Court's determination on the merits, we note that, inasmuch as this is a declaratory judgment action, dismissal of the complaint was improper and a declaration should be granted in favor of defendant (*see, Maurizzio v Lumbermens Mut. Cas. Co.,* 73 NY2d 951, 954; *Graystone Ltd. Partnership v Church Oil Co.,* 274 AD2d 637, 639). In light of our decision, we need not consider the merits of defendant's cross appeal or the parties' remaining arguments.

Mercure, J. P., Crew III and Carpinello, JJ., concur.

Ordered that the order is modified, on the law, with costs to defendant, by reversing so much thereof as dismissed the complaint; it is declared that the single-family use restriction contained in paragraph one is inapplicable to defendant's properties exceeding 70 feet by 140 feet and that the restrictive covenants contained in paragraph four, while applicable to defendant's properties, are not violated by defendant's proposed uses of the subject properties; and, as so modified, affirmed.***863**

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Footnotes

* Supreme Court held, and plaintiffs apparently concede, that the proposed use is clearly not one of trade or manufacture.

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Appendix A

Deeds and Easements

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THIS INDENTURE, made the 28TH. day of May one thousand nine hundred and fifty-two, between the VILLAGE OF MAMARONECK and TOWN OF MAMARONECK, municipal corporations of the State of New York, parties of the first part,

- and -

ESTATE APPRAISAL & VALUATION CO., INC., a domestic corporation of the State of New York, having its principal place of business at 1441 Broadway, New York City, New York, party of the second part;

WITNESSETH, that the parties of the first part, in consideration of Sixty-one Thousand Five Hundred Twenty-two & $\frac{21}{100}$ Dollars, lawful money of the United States, paid by the party of the second part, and the performance by the party of the second part of the terms and conditions of the Agreement between the parties hereto dated the 20th day of April, 1944, do hereby remise, release and quitclaim unto the party of the second part, its successors and assigns forever,

ALL that parcel of land, with the buildings thereon erected, situate in the Village and Town of Mamaroneck, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the northeasterly side of Hommocks Road adjoining land now or formerly of Marmont Corp., and which point of beginning is distant as measured along said northeasterly side of Hommocks Road, 810.21 feet southeasterly from its intersection with the southeasterly side of Boston Post Road;

thence leaving said northeasterly side of Hommocks Road and running along lands now or formerly of said Marmont Corp., the following courses and distances:

North 33° 08' 00" East 256.96 feet;
North 56° 42' West 288 feet to a corner of lands now or formerly of Cora Belle Salmon;

thence along the same, North 47° 29' 30" East 746.94 feet;
North 63° 33' East 282.96 feet;
North 57° 08' 30" East 539.15 feet;
North 51° 31' 30" East 142.15 feet to a corner;

thence leaving said land and along land now or formerly of Wilfred Hartley and partly along land now or formerly of Fred Larsen,

South 36° 06' East 159 feet;
South 35° 46' East 87.39 feet to a monument;

thence still along said Larsen's land and along land of

Henrietta Rona, North 59° 38' East 133.4 feet;
South 78° 31' East 78.7 feet to a stake;
thence still along land now or formerly of Henrietta Rona,
North 31° 35' West 63 feet and
North 33° 33' West 95.4 feet to a monument and land now or formerly of Angelina Lurault;
thence along said land, North 55° 17' East 133 feet to a point in the southeasterly end of Cooper Avenue, said Cooper Avenue leading northwesterly to old Boston Post Road;
thence along the southeasterly end of said Avenue, North 63° 46' East 50.5 feet to a point and land now or formerly of Abe Adler;
thence along said land, South 19° 19' West 29.75 feet;
South 21° 20' West 111.5 feet to a point of curve;
thence still along said land on a curve to the left in a southerly direction, said curve having a radius of 79.83 feet, a distance of 77.79 feet to a point of tangency;
thence still along said land, South 34° 30' East 180.52 feet to a point of curve;
thence in a southerly direction on a curve to the right having a radius of 106.65 feet, a distance of 100.52 feet to a point of tangency, South 19° 30' West 1.57 feet and North 46° 42' East 4.50 feet;
thence still along said land and along land now or formerly of Henry Schultz and wife and passing through a monument, South 29° 07' East 337 feet to a point marked by a monument;
thence still along said land of Schultz aforesaid, North 60° 56' 30" East 698.08 feet to a point and land now or formerly of Gloria Lewis, which point is distant 201.32 feet on a course South 60° 56' 30" West measured from a monument on the southwesterly side of Orienta Avenue;
thence from said point as so located and along land now or formerly of Gloria Lewis and Rita Peterson, South 22° 29' 30" East 272.76 feet to a point and land now or formerly of Marion Meyers;
thence along said land, South 67° 30' 30" West 21 feet;
South 18° 26' 58" West along said land and along land now or formerly of Frances Stern, Selian Hebald, 609.03 feet to a monument on the westerly side of Fairway Lane;
thence into said Fairway Lane, South 60° 14' East 10 feet to a point in the center of said Lane;
thence through Fairway Lane in a northeasterly direction on a curve to the right having a radius of 80 feet, a distance of 44.24 feet to a point of tangency; thence still through said Lane,
North 61° 27' 10" East 55 feet to a point;
thence through said Lane, South 28° 32' 50" East 10 feet to a point on the southeasterly side of Fairway Lane and land now or formerly of Otto Harbach;
thence along the same, South 24° 08' 23" East 403.95 feet to a corner in said land;
thence still along said land, South 81° 31' 10" East 166.04 feet to a monument and a parcel of land used for the Village Sewer Pump Station;
thence along said land, South 33° 58' 08" East 102.88 feet to a point;
thence into Delancey Cove Road East, North 57° 30' 30" East 25 feet to a point in the center of same;
thence through the center of Delancey Cove Road East, South 32° 29' 30" East 108.48 feet to a point;
thence through Delancey Cove Road East and partly along the northwesterly line of Lot 20 as shown on map entitled, "Amended Subdivision Map of Eagle Hommocks, Town and Village of Mamaroneck,

Westchester County, N. Y.," dated July 10, 1929, and filed in the Office of the Clerk, Division of Land Records, Westchester County, New York, March 15, 1930 as Map No. 3571, South 57° 30' 30" West 148.30 feet;

thence partly along the northwesterly line of said Lot 20 and partly along the northwesterly line of Lot 21 on said same map due West, 137.92 feet to a point marked by a monument;

thence along the northwesterly line of Lot 21, Lot 22 and Lot 23 as shown on said map, South 59° 18' 00" West 360 feet to a point in the westerly line of Lot No. 23 on said map;

thence along the same, South 4° 44' East 52 feet and South 28° 12' 10" East extending to the center line of Delancey Cove Road West, 111.67 feet to a point;

thence through the center line of said Delancey Cove Road West, North 88° 30' East 106.44 feet to a point of curve;

thence northeasterly on a curve to the left having a radius of 225 feet, a distance of 92.75 feet to a point in the center line of Delancey Cove Road North;

thence through Delancey Cove Road North, South 25° 07' 08" East 25 feet to a point in the southeasterly side of Delancey Cove Road North and the division line between Lot 16 and Lot 17 as shown on the map above referred to;

thence along said division line, South 37° 11' 45" East 161.61 feet to a point on the northwesterly side of Delancey Cove Road South;

thence into Delancey Cove Road South on a course South 35° 04' 30" East 16.50 feet to a point in the center line of Delancey Cove Road South;

thence along the center line of said Delancey Cove Road South on a course South 54° 55' 30" West 41.50 feet to a point of curve;

southwesterly on a curve to the right having a radius of 146.50 feet, a distance of 56.36 feet to a point of reverse curve;

southwesterly on a curve to the left having a radius of 191.50 feet, a distance of 75.75 feet to a point of tangency;

South 54° 08' West 104 feet to a point of curve;

southwesterly on a curve to the right having a radius of 431.5 feet, a distance of 111.21 feet to another point of curve;

westerly on a curve to the right having a radius of 52 feet, a distance of 50.28 feet to a point;

thence through Delancey Cove Road South on a course South 34° 18' West 16.5 feet to a point in the center line of an unnamed road shown on the above referred to map leading to the Causeway or Approach to Delancey Isle;

thence along the same, South 41° 51' West 141.09 feet to a point;

thence through said unnamed road, North 67° 17' 40" West 7.94 feet to a point in the easterly line of Lot 26 shown on the map above referred to;

thence along the same, North 67° 17' 40" West 1.59 feet;

South 79° 24' West 40.26 feet;

South 44° 22' West 20.49 feet;

South 78° 38' 20" West 11.29 feet to a point in the southeasterly line of Lot 27 shown on the map above referred to;

thence along the same, South 75° 30' 50" West 14.19 feet;

North 87° 12' 10" West 26.66 feet;

North 86° 19' 10" West 61.83 feet;

South 62° 40' 30" West 49.56 feet to a point in the southeasterly line of Lot 28 shown on the above referred to map;

thence along the same, South 19° 31' 30" West 13.65 feet;

South 87° 48' 20" West 67.69 feet;

South 57° 03' 50" West 12.66 feet;

South 12° 18' 40" West 44.97 feet;

South 56° 41' 20" West 37.09 feet to a point in the southwest-

erly line of Lot 28 shown on said map;
thence along the same, North 40° 32' 20" West 80.95 feet;
North 73° 52' 40" West 20.39 feet;
North 18° 39' West 32.77 feet;
North 39° 54' 30" East 37.02 feet;
North 26° 42' 50" West 45.39 feet;
North 70° 41' 10" West 29.05 feet;
North 46° 15' 10" West 15.50 feet;
thence through Prickley Pear Inlet, South 51° 21' 50"WEst and across the dam, 84 feet to a point;
North 37° 01' 10" West 130 feet to a point and
South 71° 11' 20" West 345.97 feet to a point on the former high water line of Prickley Pear Inlet;
thence South 56° 07' 50" West 289.04 feet to a point in the center line of Hommocks Road;
thence along the same, North 37° 49' 28" West 62.9 feet and
North 38° 04' 20" West 480.02 feet to a point;
thence through Hommocks Road and along the southeasterly line of Lot 41 shown on said map, North 52° 07' 40" East 195 feet to a stake;
thence along the southeasterly line of Lot 41 and partly along the southeasterly line of Lot 40 shown on said map, North 18° 16' East 185 feet to a point marked by a monument;
thence along the southeasterly line of Lot 40 shown on said map, North 27° 40' 20" East extending to the center line of Eagle Knolls Road, 252.22 feet to a point in the center line of said Road;
thence along the center line of said Road, in a westerly direction on a curve to the right having a radius of 205.5 feet, a distance of 40.39 feet;
North 51° 04' West 150 feet;
westerly on a curve to the left having a radius of 393.50 feet, a distance of 377.48 feet to a point of reverse curve;
westerly on a curve to the right having a radius of 393 feet, a distance of 108.34 feet;
South 89° 46' West 294.55 feet to a point of intersection of the center line of Eagle Knolls Road with the center line of Hommocks Road;
thence along the center line of Hommocks Road, North 49° 43' 20" West 257.88 feet and North 50° 12' 50" West 19.48 feet to a point;
thence through Hommocks Road, North 33° 08' 00" East 15.9 feet to the point or place of beginning.

TOGETHER with all right, title and interest, if any, of the parties of the first part in the easement or right to drain the premises above described through East Creek or Gut Creek to the waters of Long Island Sound, including the right to maintain and repair the tide gates and appurtenances as they now exist, and which are located at a point approximately 120 feet northwest from the westerly corner of Lot 46 on the Map of Eagle Hommocks R.O. #3571 hereinabove referred to.

TOGETHER with all the right, title and interest, if any, of

the grantors in and to the land on the causeway leading to Delancey Island upon which are located pumps used in connection with the club house situated on the parcel above described.

TOGETHER with all the right, title and interest, if any, of the grantors in and to the dam or dike across Prickley Pear Inlet adjacent to the premises herein including but not limited to the rights of maintenance set forth in that certain agreement dated September 22, 1927 between Minna M. Mahlstedt to S.M.H. Corporation and recorded September 28, 1927 in Liber 2799 of Deeds at Page 410.

TOGETHER with all the right, title and interest, if any, of the grantors in and to the water and land lying thereunder in Prickley Pear Inlet and Delancey Cove adjacent to premises herein described.

TOGETHER with all right, title and interest, if any, of the grantors in and to easements of ingress and egress either by vehicle or by foot to and from Old Boston Post Road to the premises over that strip of land commonly known as Cooper Avenue.

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

SUBJECT TO:

1. Covenants and restrictions contained in instruments recorded in Liber 851 of Conveyances at Page 152; Liber 1783 of Conveyances at Page 306; Liber 1817 of Conveyances at Page 386; Liber 2150 of Conveyances at Page 248; Liber 2863 of Conveyances at Page 286 and in other deeds or instruments of record so far as any of them affect the above described premises, in the Office of the Clerk, Division of Land Records, Westchester County, New York.

2. Easement rights of the Westchester Lighting Company under agreements recorded June 13, 1928 in Liber 2858 of Convey-

ances at page 483 and agreements recorded June 21, 1929 in Liber 2951 of Conveyances at page 482, in the Office of the Clerk, Division of Land Records, Westchester County, New York.

3. Easement rights of the Westchester Lighting Company and the New York Telephone Company under agreement recorded August 8, 1928 in Liber 2873 of Conveyances at page 394, in the Office of the Clerk, Division of Land Records, Westchester County, New York.

4. Sewer easements granted to the Village of Mamaroneck under instrument recorded in Liber 3032 of Conveyances at page 424 on May 7, 1930, in the Office of the Clerk, Division of Land Records, Westchester County, New York.

5. Terms of a certain agreement for the erection of a dam or dike recorded in Liber 2799 of Conveyances at page 410, in the Office of the Clerk, Division of Land Records, Westchester County, New York.

6. Rights and easements of any person or corporation, wherever they exist, over the streets and avenues included within the premises above described as shown on "Amended Subdivision Map of Eagle Hommocks, Town and Village of Mamaroneck, Westchester County, N. Y.," dated July 10, 1929, and filed in the Office of the Clerk, Division of Land Records, Westchester County, New York, March 15, 1930 as Map No. 3571.

7. Rights of others to the natural and unobstructed flow of the brook crossing the premises.

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

AND the parties of the first part, in compliance with Section 13 of the Lien Law, hereby covenant that the parties of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration

as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the parties of the first part have duly executed this deed.

approved as to form
Gilbert Jensen
village attorney

APPROVED AS TO FORM
AND MANNER OF EXECUTION
John L. Collins
Town Attorney

VILLAGE OF MAMARONECK
By: William H. Ippolito
Village Manager

TOWN OF MAMARONECK
By: Owen A. Mandeville
Supervisor

TOWN OF MAMARONECK
ATTEST
Charles J. Gontrup
TOWN CLERK

LIBER 5100 PAGE 498

STATE OF NEW YORK)
)SS:
COUNTY OF WESTCHESTER)

On this 28th day of May, in the year one thousand nine hundred and fifty-two, before me personally came WILLIAM H. JOHNSON, to me known, who, being by me duly sworn, did depose and say that he resides at No. 215 Maple Avenue, Mamaroneck, New York, that he is the Manager of the Village of Mamaroneck, the corporation described 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 Trustees of said Corporation, and that he signed his name thereto by like order.

Frederick H. Bull Jr.

FREDERICK H. BULL, Jr.
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 19[illegible]

STATE OF NEW YORK)
)SS:
COUNTY OF WESTCHESTER)

On this 28TH day of MAY, in the year one thousand nine hundred and fifty-two, before me personally came OWEN A. MANDEVILLE, to me known, who, being by me duly sworn, did depose and say that he resides at No. 15 Kenmar Road, Larchmont, New York, that he is the Supervisor of the Town of Mamaroneck, the corporation described 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 Town Board of the Town of Mamaroneck, and that he signed his name thereto by like order.

Charles J. Gronberg

CHARLES J. GRONBERG
Notary Public in the State of New York
Appointed for Westchester County
Commission expires March 30, 19[illegible]

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK
County of Westchester, N. Y. A true copy of the original DEED
RECORDED June 2, 1952 at 2:40 PM at request of T. G. & T. CO.

FEE: $ 6.45 No. 18686 ROBERT J. FIELD, County Clerk.

24541

6037 92

3529 • 1-51-50M—Bargain and Sale Deed, with Covenant against Grantor's Acts—Individual or Corporation.

LIBER 5422 PAGE 219

THIS INDENTURE, made the 5th day of January nineteen hundred and fifty five.

BETWEEN RUDOLF NOVAK and LIESELOTTE NOVAK, his wife, both residing at 1331 Boston Post Road, Larchmont, Town of Mamaroneck, County of Westchester and State of New York,

party of the first part, and ESTATE APPRAISAL & VALUATION CO., INC., a New York corporation having its principal office at 1441 Broadway, Borough of Manhattan, City, County and State of New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten ($10.00)

dollars,

lawful money of the United States, and other good and valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part,

its successors and assigns forever.

ALL that lot or parcel of land situate in the Town of Mamaroneck, County of Westchester and State of New York, bounded and described as follows:

Beginning at a point on a northerly line of lands of the party of the second part established by the following four courses:

First, beginning at a point on the northeasterly side of Hommocks Road adjoining land now of the party of the first part, formerly of Marmont Corp., which point is distant as measured along the said northeasterly side of Hommocks Road, 810.21 feet southeasterly from its intersection with the southeasterly side of Boston Post Road;

Second, thence leaving said northeasterly side of Hommocks Road and running along said lands of the party of the first part, North 33° 08' 00" East, 256.96 feet;

Third, thence still running along lands of the party of the first part, North 56° 42' 00" West, 288 feet;

Fourth, thence running along said northerly line of lands of the party of the second part North 47° 29' 30" East, 122.93 feet to said point of beginning on said line;

thence running from said point or place of beginning as thus established, North 42° 30' 30" West, 50 feet,

thence running parallel to said northerly line of said lands of the party of the second part, North 47° 29' 30" East, 419.97 feet to the division line between the Town and Village of Mamaroneck;

thence running along said division line South 12° 59' 22" East, 57.46 feet to its intersection with said northerly line of said lands of the party of the second part,

thence running along said northerly line of said lands of the party of the second part, South 47° 29' 30" West, 391.67 feet to the point or place of beginning as heretofore established;

AND

ALL that lot or parcel of land situate in the Town of Mamaroneck, County of Westchester and State of New York, bounded and described as follows:

Beginning at a point on the northeasterly side of Hommocks Road adjoining lands of the party of the first part, formerly of Marmont Corp., and which said point of beginning is distant as measured along said northeasterly side of Hommocks Road 810.21 feet southeasterly from its intersection with the southeasterly side of Boston Post Road;

thence leaving said northeasterly side of Hommocks Road and running along said lands of the party of the first part, North 33° 08' 00" East, 256.96 feet;

thence still running along said lands of the party of the first part, North 56° 42' 00" West, 10 feet;

thence running through said lands of the party of the first part, South 33° 08' 00" West, 255.82 feet to said northeasterly side of Hommocks Road,

thence running along said northeasterly side of Hommocks Road, South 50° 12' 50" East, 10.06 feet to the point or place of beginning.

USIR STAMPS ATTACHED $1/10

FEB - 9 1955

LIBER 5422 PAGE 220

TOGETHER with all the right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above described premises to the center lines thereof.

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

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part,

its successors and assigns forever.

AND the party of the first part covenants as follows:

FIRST—That the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

SECOND—That, in compliance with Section 13 of the Lien Law, the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and that the party of the first part will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has executed this deed the day and year first above written.

Rudolf Novak

IN PRESENCE OF:

Liselotte Novak

STATE OF NEW YORK, COUNTY OF WESTCHESTER, ss.:

On the 5th day of JANUARY, nineteen hundred and fifty five before me personally came **RUDOLF NOVAK and LIESELOTTE NOVAK,**

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that **they** executed the same.

Edward P. Tanenbaum

EDWARD P. TANENBAUM
NOTARY PUBLIC IN THE STATE OF NEW YORK
APPOINTED FOR WESTCHESTER COUNTY
COMMISSION EXPIRES MARCH 30, 1955

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK
County of Westchester, N. Y. A true copy of the original DEED
RECORDED FEB. 9, 1955 at 1:05 PM at request of T. G. & T. CO.

FEE: $ 4.10 No. 5875 EDWARD L. WARREN, County Clerk.

MAR 15 1967
TEIR STAMPS
ATTACHED
05595

THIS INDENTURE, made the 12th day of December 1966,

BETWEEN BOARD OF EDUCATION, UNION FREE SCHOOL DISTRICT NO. 1, TOWN OF MAMARONECK, COUNTY OF WESTCHESTER, N.Y., having its office at the Mamaroneck Avenue School, Mamaroneck Avenue, Mamaroneck, N.Y., party of the first part, and

ESTATE APPRAISAL & VALUATION CO., INC., a New York corporation, having its office at 1441 Broadway, in the City, County and State of New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of One Dollar ($1.00) and other good and valuable consideration paid by the party of the second part, does hereby grant and release to the party of the second part, its successors and assigns forever,

All that certain plot, piece or parcel of land situated, lying and being in the Town of Mamaroneck, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the northeasterly side of Hommocks Road as altered and relocated, which point is 100 feet northeasterly of the northeasterly side of the old section of Hommocks Road, and at a point at the southeasterly line of the Ridge Road lot, now or formerly of Novak;

Running thence along the curve of the northeasterly side of the said new Hommocks Road, the following courses and distances:

On a radius of 198.94 feet, a distance of 199.51 feet, to a point which is 35 feet distant from a golf tee of the Hampshire Country Club;

Running thence still along said highway on a radius of 238.59 feet, a distance of 196.47 feet, and South 17° 29' East 56.86 feet to the Golf Club lands of the party of the second part;

Running thence along said lands the following courses and distances:

North 33° 08' East 164.42 feet; North 26° 20' 50" West 36.32 feet; North 35° 42' West 46 feet; North 44° 42' West 49.50 feet; South 88° 18' West 94.83 feet; South 76° 18' West 46.95 feet; North 56° 42' West 45.47 feet; North 47° 29' 30" East 122.93 feet; North 42° 30' 30" West 50 feet, to land formerly of Halberg;

002267074

Running thence along said land, North 57° 02' West 104.47 feet, to land formerly of Marmont Corporation;

Running thence along said land South 16° 58' 20" West 102.43 feet, and South 32° 57' West 181.37 feet, to the point or place of beginning, be the said several dimensions more or less; the lands hereby conveyed being a part of those conveyed to the party of the first part by Rudolf Novak and Lieselotte Novak by deed recorded January 14, 1966, in Liber 6581, page 1, of Deeds.

SUBJECT, however, to

Zoning ordinances of the Town of Mamaroneck.

Rights of utilities to maintain poles and lines and to trim trees.

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

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

BOARD OF EDUCATION, UNION FREE SCHOOL DISTRICT NO.1, TOWN OF MAMARONECK, WESTCHESTER COUNTY, NEW YORK

By Eugene M. Parker
President

BOARD OF EDUCATION UNION FREE SCHOOL DISTRICT No. 1 MAMARONECK

STATE OF NEW YORK)
: SS:
COUNTY OF WESTCHESTER)

On the 12 day of DECEMBER, 1966, before me personally came EUGENE M. PARKER, to me known, who, being by me duly sworn, did depose and say that he resides at 51 Circle Avenue, Larchmont, N.Y.; that he is the President of the BOARD OF EDUCATION, UNION FREE SCHOOL DISTRICT NO.1, TOWN OF MAMARONECK, WESTCHESTER COUNTY, NEW YORK, the corporation described 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 Trustees of said corporation, and that he signed his name thereto by like order.

May H. Shields
Notary Public

MAY H. SHIELDS
Notary Public in the State of New York
Appointed for Westchester County
Commission Expires March 30, 1967

611 7587

RECEIVED
WESTCHESTER COUNTY CLERK

1967 MAR 15 PM 1:52

WESTCHESTER COUNTY CLERK'S OFFICE
RECORDING DIVISION

Sta'y Chg.	
Rec'd'g Chg.	4.50
Filing Fee	
Cert. Fee	
Cert.	5.50
Town	Exm'd H
#	11948
Returned	

5.50 B —CP2 00215 3-15-67

BOARD OF EDUCATION, UNION FREE SCHOOL DISTRICT NO. 1, TOWN OF MAMARONECK, WESTCHESTER COUNTY, N.Y.

TO

ESTATE APPRAISAL & VALUATION CO., INC.

DEED

JOSEPH F. CURREN
7 Woodland Avenue
~~[illegible]~~
LARCHMONT, NEW YORK

The property affected by the within instrument is situate in the Town of Mamaroneck, County of Westchester, New York.

The Property affected by this Instrument is situate in the ~~City~~ Town of Mamaroneck in the County of Westchester, New York

R+R to
Dennis Cronin Esq.
1 Chase Plaza
New York N.Y.

REQUEST OF THE TITLE GUARANTEE COMPANY

LIBER 6603 PAGE 475

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK
County of Westchester, N. Y. A true copy of the original DEED

RECORDED MAR. 15, 1967 at 1:52 PM at request of THE T. G. CO.

FEE: $ 5.50 No. 11948

EDWARD L. WARREN, County Clerk.

N03694276

DED2

17

*** DO NOT REMOVE ***

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 6 TOTAL PAGES 6
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	5.25	MORTGE. DATE	
REC'ING CHARGE	18.00	MORTGE. AMT	
RECMGT FUND	4.75	EXEMPT YES___ NO___	
EA 5217	25.00		
TP-584	6.00	REC'D TAX ON ABOVE MTGE:	
CROSS-REF.	0.00	BASIC $	
MISC.		ADDITIONAL $	
		SUBTOTAL $	
		SPECIAL $	
		TOTAL PAID $	

TOTAL PAID
59.00

LIBER: 10980
PAGE : 269

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, NEW YORK IN THE:
TOWN OF MAMARONECK

$ 0.00
CONSIDERATION

SERIAL NO. _____

DWELLING ___ 1-6 ___ OVER

_ DUAL TOWN
_ DUAL COUNTY/STATE

___ HELD
___ NOT HELD _____

RECEIVED:
TAX AMOUNT $ 0.00
TRANSFER TAX# 0003723

TITLE COMPANY NUMBER: _____

EXAMINED BY AMC8

TERMINAL CTRL# 94276N036

DATE RETURNED _____

9404080000 10/03/94CPA/DE 59.00

I HEREBY CERTIFY THAT THE ABOVE INFORMATION FEES AND TAXES ARE CORRECT
WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

Standard N.Y.B.T.U. Form 8007
Bargain & sale deed, with covenant against grantor's acts—Ind. or Corp.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT – THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 24 day of August, nineteen hundred and ninety-four

BETWEEN HAMPSHIRE COUNTRY CLUB, INC., a New York corporation having its principal office located at Cove Road North, Mamaroneck, New York 10543,

F6
T-17

party of the first part, and ESTATE APPRAISAL & VALUATION CO., INC., c/o Marshall Breger, 1209 Burton Street, Silver Spring, Maryland 20910,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN AND NO/100----------

----------($10.00)---------- dollars,

lawful money of the United States, and other valuable consideration paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or

successors and assigns of the party of the second part forever,

Parcel 1

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Village and Town of Mamaroneck, Westchester County, State of New York, being a part of Lot 35 as shown on a certain map entitled "Map of Eagle Hommocks", Town and Village of Mamaroneck, Westchester Co., N.Y.", filed in the office of the County Clerk of Westchester County, Division of Land Records as No. 3571, said office having been formerly called Register's Office of Westchester County, said part of lot being more particularly bounded and described as follows:

BEGINNING at the northwesterly corner of Lot 35 as shown on the above-mentioned map, and thence running on a course along the boundary line between Lots 35 and 36 South 68° 25′ 20" East a distance of 37 feet, thence through Lot 35 on said map on a course South 30° 28′ 10" West 177.40 feet to a point on the westerly line of said Lot 35, thence along the westerly line of said Lot 35 on a course North 18° 26′ 58" East a distance of 175.53 feet to the point of place of beginning.

Parcel 2

All that certain plot, piece or parcel of land, situate, lying and being in the Village of Mamaroneck, Town of Mamaroneck, Westchester County, State of New York, being a part of Lot 35 as shown on a certain map entitled "Map of Eagle Hommocks, Town and Village of Mamaroneck, Westchester Co., N.Y." filed in the office of the County Clerk of Westchester County, Division of Land Records as Map no. 3571, said office having been formerly called Register's Office of Westchester County, said part of lot being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the westerly line of Lot 35 and the northwesterly line of a 20 foot right of way as shown on the above mentioned map thence running along the westerly line of Lot No. 35 on a course North 18° 26′ 58" East a distance of 143.50 feet to a point, thence running through the said Lot 35 on a course South 49 13′ 10" East a distance of 21.06 feet, thence on a curve to the left having a radius of 42.50 feet a distance of 51.42 feet to a point of tangency thence South 28° 32′ 50" East 25 feet to a point in the northerly line of the aforementioned 20 foot right of way thence along the northerly line of the said 20 foot right of way on a course South 61° 27′ 10" West 37.60 feet to a point of tangency thence on a curve to the left having a radius of 90 feet,

a distance of 49.77 feet to the point or place of beginning.

Parcel 3

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town and Village of Mamaroneck, Westchester County, New York and being a portion of Lot 36 as shown on Map entitled "Map of Eagle Hommocks" Town and Village of Mamaroneck, County of Westchester, New York dated July 10, 1929 by A. J. Foote Engineering Corp. and filed in Westchester County Clerk's Office (Division of Land Records) as Map No. 3571, said lot, plot or parcel of land being more particularly bounded and described as follows:

BEGINNING at a point of intersection of the boundary line between Lots 35 and 36 on the Easterly boundary line of lands now or formerly of Hommocks Holding Corp.; thence running from said point of beginning and along the aforementioned Easterly boundary line of land of Hommocks Holding Corp. North 18^0 26′ 58" East 112.31 feet to a point; thence running through Lot 36 and on a prolongation westerly of the division line between Lots 30 and 31 North 67^0 30′ 30" East 12 feet; thence still through Lot 36 South 5^0 35′ 40" West 125.34 feet to a point in the division line between Lots 35 and 36; thence running along said division line North 68^0 25′ 20" West 37 feet to the point or place of beginning.

LESS all that lot, piece or parcel of land more particularly described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town and Village of Mamaroneck, Westchester County, New York and being a portion of Lots 35 and 36 as shown on "Map of Eagle Hommocks" in the Village and Town of Mamaroneck, Westchester County, New York and filed on March 15, 1930 as R.O. No. 3571 in the Westchester County Clerk's Office (Division of Land Records) being more particularly bounded and described as follows:

BEGINNING at a point on the division line between Lots 35 and 36, said point being 37.00 feet easterly, as measured along the said division from its westerly end; thence running into Lot 35, South 30^0 28′ 10" West, a distance of 34.40 feet; thence running into lands of Hampshire Country Club, North 0^0 16′ 45" East, a distance of 36.50 feet; thence running through Lot 35 and into Lot 36, North 8^0 28′ East, a distance of 29.30 feet; thence running North 32^0 17′ 20" East, a distance of 36.49 feet; thence running South 5^0 36′ 10" West, a distance of 67.00 feet to the point and place of beginning.

LESS all that piece or parcel of land more particularly bounded and described as follows:

lying and being in the Town and Village of Mamaroneck, Westchester County, New York and being a portion of Lot 35 as shown on "Map of Eagle Hommocks" in the Village and Town of Mamaroneck, Westchester County, New York and filed on March 15, 1930 as R.O. No. 3571 in the Westchester County Clerk's Office (Division of Land Records) being more particularly bounded and described as follows:

BEGINNING at a point on the division line between lands of Hampshire Country Club and the westerly side of a cul-de-sac known as Fairway Lane, said point being the following courses and distances from the northwesterly intersection of Orienta Avenue and Fairway Lane (20 foot right-of-way), South 61^0 27′ 10 West, 540.12 feet and North 28^0 32′ 50" West, 10.00 feet to the point of beginning; thence running into land of Hampshire Country Club, North 89^0 30′ West, a distance of 26.50 feet; thence running North 18^0 22′ 30" East, a distance of 56.63 feet; thence running North 30^0 28′ 10" East, a distance of 10.00 feet to the lands of Katzenberg; thence running along the lands of Katzenberg South 49^0 13′ 10" East, a distance of 2.06 feet; thence running along the cul-de-sac of Fairway Lane on a curve to the left and in a southerly direction, having a radius of 42.50 feet and a length of 51.42 feet; thence running along Fairway Lane, South 28^0 32′ 50" East, a distance of 15.00 feet to the point and place of beginning.

Together with an easement of right of way for ingress and egress to and from the premises above described and Orienta Avenue over Fairway Lane 20 feet wide, adjoining the premises above described to be used and enjoyed in common with others.

* SEE ONE PAGE RIDER ATTACHED HERETO.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

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

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

HAMPSHIRE COUNTRY CLUB, INC.

By: _____
President

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

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

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

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

STATE OF NEW YORK, COUNTY OF New York ss:

On the 24 day of August 1994 , before me personally came Alan Weiss to me known, who, being by me duly sworn, did depose and say that he resides at No. 137 Darling Ave. New Rochelle, NY. ; that he is the President of Hampshire Country Club, Inc. , the corporation described 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 directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ; that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Karen Schlanger

KAREN S. SCHLANGER
NOTARY PUBLIC, State of New York
No. 01SC4
Qualified in Rockland County
Commission Expires October 12, 1995

...ST CORPORATION
... Road
White Plains, New York 10601

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. L 2324A

SECTION 9
BLOCK 942
LOT 568
COUNTY OR TOWN Wes.

HAMPSHIRE COUNTRY CLUB, INC.

TO

ESTATE APPRAISAL & VALUATION, INC.

RETURN BY MAIL TO:

Joseph Rafalowicz, Esq.
4th Floor
711 Westchester Avenue
White Plains, New York
Zip No. 10604

Reserve this space for use of Recording Office.

DEED RIDER

This conveyance is not a conveyance of all or substantially all of the assets of the party of the first part. AW

R04194314

DED2

17

*** DO NOT REMOVE ***

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 4 TOTAL PAGES 4
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	5.25
REC'ING CHARGE	12.00
RECMGT FUND	4.75
EA 5217	25.00
TP-584	6.00
CROSS-REF.	0.00
MISC.	

TOTAL PAID 53.00

MORTGE. DATE
MORTGE. AMT
EXEMPT YES NO

REC'D TAX ON ABOVE MTGE:
BASIC $
ADDITIONAL $

SUBTOTAL $
SPECIAL $
TOTAL PAID $

LIBER: 11013
PAGE : 55

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, NEW YORK IN THE: TOWN OF MAMARONECK

$ 0.00
CONSIDERATION

SERIAL NO.

DWELLING ___ 1-6 ___ OVER

_ DUAL TOWN
_ DUAL COUNTY/STATE

___ HELD
___ NOT HELD

RECEIVED:
TAX AMOUNT $ 0.00
TRANSFER TAX# 0005631

TITLE COMPANY NUMBER:

EXAMINED BY MAC2

TERMINAL CTRL# 94314R041

DATE RETURNED

0001268000 11/10/94CPA/DE 53.00
14:20

I HEREBY CERTIFY THAT THE ABOVE INFORMATION FEES AND TAXES ARE CORRECT
WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

T 691

Standard N.Y.B.T.U. Form 8002: Bargain & sale deed, with covenant against grantor's acts—Ind. or Corp.: single sheet

R041

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT – THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

P T-17

This deed is given in connection with a property line dispute. No monetary consideration was given for this deed.

THIS INDENTURE, made the 20th day of August, nineteen hundred and ninety-four

BETWEEN HAMPSHIRE COUNTRY CLUB, INC., a New York corporation having its principal office located at Cove Raod North, Mamaroneck, New York 10543,

party of the first part, and FRANK KATZENBERG, residing at 905 Fontainbleau Terrace, Cincinnati, Ohio 54231, ROBERT KATZENBERG, residing at 84 Perth Avenue, New Rochelle, New York 10802, and HELEN MAY, residing at 40 Beaver Brook Road, Weston, Connecticut 06883, as Tenants in Common,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

Parcel 1

ALL that certain plot, piece or parcel of land. with the buildings and improvements thereon erected, situate, lying and being in the Town and Village of Mamaroneck, Westchester County, New York and being a portion of Lots 35 and 36 as shown on "Map of Eagle Hommocks" in the Village and Town of Mamaroneck, Westchester County, New York and filed on March 15, 1930 as R.O. No. 3571 in the Westchester County Clerk's Office (Division of Land Records) being more particularly bounded and described as follows:

BEGINNING at a point on the division line between Lots 35 and 36, said point being 37.00 feet easterly, as measured along the said division from its westerly end; thence running into Lot 35, South 30° 28′ 10" West, a distance of 34.40 feet; thence running into lands of Hampshire Country Club, North 0° 16′ 45" East, a distance of 36.50 feet; thence running through Lot 35 and into Lot 36, North 8° 28′ East, a distance of 29.30 feet; thence running North 32° 17′ 20" East, a distance of 36.49 feet; thence running South 5° 36′ 10" West, a distance of 67.00 feet to the point and place of beginning.

Parcel 2

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Town and Village of Mamaroneck, Westchester County, New York and being a portion of Lot 35 as shown on "Map of Eagle Hommocks" in the Village and Town of Mamaroneck, Westchester County, New York and filed on March 15, 1930 as R.O. No. 3571 in the Westchester County Clerk's Office (Division of Land Records) being more particularly bounded and described as follows:

BEGINNING at a point on the division line between lands of Hampshire Country Club and the westerly side of a cul-de-sac known as Fairway Lane, said point being the following courses and distances from the northwesterly intersection of Orienta Avenue and Fairway Lane (20 foot right-of-way), South 61° 27′ 10 West, 540.12 feet and North 28° 32′ 50" West, 10.00 feet to the point of beginning; thence running into land of Hampshire Country Club, North 89° 30′ West, a distance of 26.50 feet; thence running North 18° 22′ 30" East, a distance of 56.63 feet; thence running North 30° 28′ 10" East, a distance of 10.00 feet to the lands of Katzenberg; thence running along the lands of Katzenberg South 49° 13′ 10" East, a distance of 2.06 feet; thence running along the cul-de-sac of Fairway Lane on a curve to the left and in a southerly direction, having a radius of 42.50 feet and a length of 51.42 feet; thence running along Fairway Lane, South 28° 32′ 50" East, a distance of 15.00 feet to the point and place of beginning.

*SEE ONE PAGE RIDER ATTACHED HERETO.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part. the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Hampshire Country Club, Inc.

By: President

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

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

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

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

STATE OF NEW YORK, COUNTY OF New York ss:

On the 20 day of August 1994 , before me personally came ALAN WEIN to me known, who, being by me duly sworn, did depose and say that he resides at No. 131 Darling Avenue, New Rochelle, N.Y. ; that he is the President of Hampshire Country Club , the corporation described 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 directors of said corporation, and that he signed his name thereto by like order.

SANFORD B. GLATZER
NOTARY PUBLIC State of New York
No. 02GL5018485
Qualified in Westchester County
Commission Expires September 27, 1995

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. L213211

SECTION 9 9
BLOCK 912 72
LOT 568 17B, 17C, 18D
COUNTY OR TOWN

HAMPSHIRE COUNTRY CLUB, INC.

TO

FRANK KATZENBERG, ROBERT KATZENBERG and HELEN MAY, as Tenants in Common

RETURN BY MAIL TO:

Garrison R. Corwin, Jr.
Meighan & Necarsulmer
P. O. Box 370
100 Mamaroneck Avenue
Mamaroneck, New York Zip No. 10543

Reserve this space for use of Recording Office.

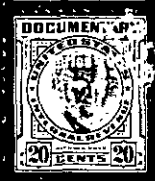
DEED RIDER

The party of the first part reserves and retains for itself the continued right to use, operate and maintain that certain storm drain located on the subject premises conveyed hereby for its continued intended use. Nothing contained herein, however, shall be construed as to impose any obligation on the party of the second part to maintain said storm drain or to incur any cost or expense in connection with the maintenance or other operation of said storm drain. The rights granted hereby are intended to run with the land and shall be binding on the party of the second part together with their successors and assigns.

This conveyance is not a conveyance of all or substantially all of the assets of the party of the first part. AW

I.R.S.
$9.90
JUL - 9 1954

USIR STAMPS ATTACHED = $



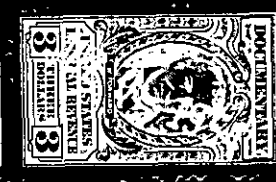
Standard N.Y.B.T.U. Form 8007-8-53 — Bargain and Sale Deed, with Covenant against Grantor's Acts — Individual or Corporation.

LIBER 5348 PAGE 260

THIS INDENTURE, made the 7th day of July, nineteen hundred and fifty-four

BETWEEN

SAMUEL E. MAGID, residing at 955 Soundview Drive, Mamaroneck, Westchester County, New York,



party of the first part, and

THE HAMPSHIRE COUNTRY CLUB, INC., a membership corporation incorporated under the Membership Corporation Law of the State of New York, having its principal office at its Clubhouse at (no street number) Delancey Cove Road North, Mamaroneck, Westchester County, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN ($10.00)- dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, ~~with the buildings and improvements thereon erected, situate,~~ lying and being in the Town of Mamaroneck, County of Westchester and State of New York, known and designated as Lot 23 and a portion of Lot 22, on a certain Map entitled, "Map of Eagle Hommocks, Town and Village of Mamaroneck, Westchester County, N.Y.", made by A.J. Foote, Engineering Corp., dated July 10, 1929, and filed in the County Clerk's Office, Division of Land Records, formerly Register's Office of Westchester County, New York, on March 15, 1930, as Map No. 3571, which lot and part of lot, when taken together, are more particularly bounded and described as follows:

BEGINNING at a point in the Northerly line of Delancey Cove Road where the same is intersected by the Westerly line of land conveyed to Landsberg by S.M.H. Corp. by deed recorded in Liber 3265 cp 343, and

running thence through Lot 22 on said Map,

North 28° 45' 40" West 211.34 feet to a point in the Northerly line of said Lot 22 which point is distant 110.89 feet as measured Westerly along the Northerly lines of Lot 21 and 22 on said Map from a monument set at an angle point in said Northerly line of Lot 21,

running thence along the Northerly lines of Lots 22 and 23,

South 59° 18' 00" West 249.11 feet to the Westerly line of Lot 23,

running thence along said Westerly line of Lot 23, South 04° 44' 00" East 52 feet, and

South 28° 12' 10" East 83.68 feet to said Northerly line of Delancey Cove Road,

running thence along said line of Delancey Cove Road, the following courses and distances:

North 88° 30' 00" East 119.01 feet

Easterly on a curve to the left, having a radius of 200 feet and a central angle of 31° 35' 05" for a distance of 110.25 feet and

North 56° 54' 55" East 58.59 feet to the point of beginning.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof,

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

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

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Roger H. Harper

SAMUEL E. MAGID L.S.

LIBER 5348 PAGE 262

STATE OF NEW YORK, COUNTY OF Westchester SS:

On the 7th day of July 1954, before me personally came

SAMUEL E. MAGID

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

Gerhard F. Sommer

GERHARD F. SOMMER
Notary Public, State of New York
No. 60-3767550
Qualified in Westchester County
Term Expires March 30, 1955

STATE OF NEW YORK, COUNTY OF SS:

On the day of 19, before me personally came

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

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK
County of Westchester, N. Y. A true copy of the original DEED
RECORDED JULY 9, 1954 at 9:56 AM at request of T. G. & T. CO.

FEE: $ 5.60 No. 26416 EDWARD L. WARREN, County Clerk.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Stat'y Chg
Rec'd Chg
Filing Chg
Index Chg
Cert. Fees
Cert. Rept
Postage
Total
Examined
Returned

5.60 B — CPa 00124 7--9-54

TITLE No. 6050330

SAMUEL E. MAGID

TO

THE HAMPSHIRE COUNTY CLUB, INC.

26416

NO. JUL -9 1954 9:56 A.M.

Bargain and Sale Deed

WITH COVENANTS AGAINST GRANTOR'S ACTS

The land affected by the within instrument lies in the Town of Mamaroneck on the Land Map of the County of Westchester

RECORDED AT REQUEST OF

RECORDED AT REQUEST OF
TITLE GUARANTEE AND TRUST COMPANY

RETURN BY MAIL TO

HORNIDGE & HARPER
Attorneys at Law
142 Mamaroneck Avenue
Mamaroneck, New York

L 1783
p 306

set my hand and affixed the seal of the said Court and County, the 8th day of January 1907.

(L.S.) PETER J. DOOLING, Clerk.

The foregoing instrument was endorsed for record as follows:- The property affected by he within instrument is situate in the TOWN OF MAMARONECK, Westchester County State of New York. A true copy of the original Release and acknowledgment thereof, with certificate, recorded January 9, 1907, at 9 A. M. William R. Dawes Register.

RUSHMORE REALTY CORPORATION, : For diagram forming part of this
TO : Record see Vol. 24 p 45
CHARLOTTE CARRINGTON, :

THIS INDENTURE, made the seventh day of January, in the year one thousand nine hundred and seven, BETWEEN RUSHMORE REALTY CORPORATION, a corporation organized under the Laws of the State of New York, having its principal place of business in the Town of Mamaroneck County of Westchester and State of New York, party of the first part, and CHARLOTTE CARRINGTON, wife of Fitz Roy Carrington, of the same place, party of the second part: WITNESSETH, that the said party of the first part, for and in consideration of the sum of ONE DOLLAR, AND OTHER VALUABLE CONSIDERATION, lawful money of the United States, paid by the said party of the second part, does hereby grant and release, unto the said party of the second part, her heirs and assigns forever, ALL that certain lot, piece or parcel of land, situate, lying and being at Orienta in the TOWN AND VILLAGE OF MAMARONECK, Westchester County, New York, and being bounded and described as follows:- BEGINNING at the point of intersection between the boundary line of the property of Charlotte Carrington and property of Rushmore Realty Corporation, with the line forming the present westerly side of Orienta Avenue, as it is now laid out; running thence along the said westerly side of Orienta Avenue, as it is now laid out, south twenty-four degrees, forty-six minutes east, two hundred and thirteen feet and thirty-five hundredths of a foot to a stone monument; thence nearly at right angles with the said side of Orienta Avenue, south fifty-eight degrees, fifty-five minutes west, eight hundred and fifty feet and five hundredths of a foot to a point marked by a stake; which would be intersected if the southwesterly boundary line of the property reputed to be owned by Sire (before he acquired Belvedere Park from Rushmore Realty Corporation) were prolonged southwardly until it should meet said last mentioned line; thence running in the said prolongation of the said former boundary line of the said Sire property, north thirty-one degrees, twenty-one minutes west, three hundred and sixty-seven feet and twenty-eight hundredths of a foot to the southerly boundary line of the property now of Carrington; thence running along the said southerly and southeasterly boundary line of property of said Carrington (said line being the present boundary line between Carrington and the property hereby described) the following courses and distances to the point or place of beginning, to-wit: North eighty degrees, thirteen minutes east, thirty-seven feet and three hundredths of a foot;

PQ

foot; thence on a curve to the right having a radius of eleven hundred and thirty-five feet and four-tenths of a foot, a distance of one hundred and ninety-nine feet and forty-nine hundredths of a foot; thence south eighty-nine degrees, forty-three minutes east, one hundred and eight feet; thence north fifty eight degrees, thirty-eight minutes east, five hundred and sixty-nine feet and ninety-six hundredths of a foot; containing within said boundary lines four acres and seven thousand six hundred and twenty-one ten-thousandths of an acre, be the same more or less, the said property being more specifically shown upon a diagram annexed to this deed and hereby declared to be a part thereof. Together with all the right, title and interest of the party of the first part of, in and to Orienta Avenue lying in front of and adjacent to the above described premises to the centre line thereof. Subject however, to the following state of facts: It is understood and agreed that the party of the first part does not warrant the title to any part of the hereinabove described premises which would lie in the bed of any former road leading down to Orienta, but only conveys all its right, title and interest in and to said road. Subject, also to a mortgage now covering the above described premises, held by the Westchester & Bronx Title & Mortgage Guaranty Company, or an assigneethereof, in the principal sum of about NINE THOUSAND FIVE HUNDRED DOLLARS, which said mortgage is to be released from the premises hereby described only when THREE THOUSAND FIVE HUNDRED DOLLARS of the consideration price hereof shall have been paid in cash to the party of the first part. With respect to all that part of the property hereinabove conveyed which is situate between the westerly side of Orienta Avenue, as now laid out, and a line drawn parallel therewith, southwesterly and one hundred feet distant therefrom, and also all that part of the above described property between the southeasterly boundary thereof and a line drawn northwesterly therefrom and parallel therewith and one hundred feet distant therefrom: The said party of the second part, for herself, her heirs and assigns, doth hereby covenant to and with the said party of the first part, its successors and assigns, that neither the said party of the second part, nor her heirs or assigns, shall or will at any time hereafter erect, maintain or permit upon any part of said premises, any bar-room, lager beer saloon, ale house or liquor saloon, or any manufactory, trade or business whatsoever. And the said party of the second part, for herself, her heirs and assigns, covenants and agrees to and with the party of the first part, its successors and assigns, that she shall not or will not at any time hereafter erect or cause, procure or suffer to be erected upon the hereby granted premises, any building other than dwelling houses constructed for the use of one family only; such houses to be erected on a frontage of not less than fifty feet of said premises so conveyed, (which land may be subdivided after a period of ten years); and that said houses shall cost not less than FOUR THOUSAND DOLLARS each, and that the said houses to be erected thereon shall have the house line or lines not nearer to the front or street line of said lot than twenty feet; such restrictions, however, not to apply to the erection of any barn, stable or other outhouse

PQ

or houses necessary and appropriate to the use of said houses, which said outbuildings may be erected on said land, but not nearer than fifty feet to any street line. In construing the above set-back restrictions, measurements are to be made from the foundation walls of the buildings. And it is expressly understood and agreed that the several covenants on the partof the party of the second part above specified, shall attach to and run with the land, and it shall be lawful not only for the said Rushmore Realty Corporation, of Mamaroneck, N. Y., its successors or assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises above described, deriving title from or through the said Rushmore Realty Corporation of Mamaroneck, N. Y., to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same, it being understood, however, thatthis covenant is not to be enforced personally for damages against the said party of the second part, her heirs or assigns, unless she or they be the owner or owners of the said premises, or some part thereof at the time of the violation of said covenants, or of a threatened or attempted violation thereof, but the said covenants may be proceeded on for an injunction of or for a specific execution thereof against the party or parties violating the said covenant, their heirs, executors, administrators or assigns. TOGETHER with the appurtenances and all the estate and rights of the party of the first part, in and to the said premises. TO HAVE ANDTO HOLD, the above granted premises, unto the said party of the second part, her heirs and assigns forever. AND the said Rushmore Realty Corporation, covenantswith the said party of the second part as follows: FIRST. that the said Rushmore Realty Corporation, is seized of the said premises in fee simple, and has good right to convey the same. SECOND. that the party of the second part shall quietly enjoy the said premises. THIRD. that the said premises are free from encumbrances, EXCEPT AS AFORESAID. FOURTH. that the said party of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH. that the said Rushmore Realty Corporation, will forever warrant the title to the said premises, EXCEPT AS AFORESAID. IN WITNESS WHEREOF, the said Rushmore Realty Corporation, has caused its corporate seal to be hereunto affixed and these presents to be signed by its Secretary this 7" day of January in the year one thousand nine hundred and seven.

In presence of (L.S.) RUSHMORE REALTY CORPORATION,

B. C. Meighan BY GEORGE F. CORNWELL, Secretary.

STATE OF NEW YORK, COUNTY OF WESTCHESTER. SS. On the 7th day of January, in the year 1907, before me personally came George F. Cornwell, to me known, who, being by me duly sworn, did depose and say; that he resided in the Borough of Brooklyn, City of New York; that he is the Secretary of the Rushmore Realty Corporation, the corporation described in and which executed the above instrument, that he knew the seal of said corporation; that the seal affixed to said instrument was said corporate seal; that it was so affixed by order of the Board of Directors of the said corporation;

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and that he signed his name thereto by like order.

Burton C. Meighan, Notary Public, Westchester County.

The foregoing instrument was endorsed for record as follows:- The property affected by this instrument is situate in the TOWN OF MAMARONECK, in the County of Westchester, New York. A true copy of the original Deed and acknowledgment thereof, recorded January 9, 1907, at 3.40 P. M.

Register.

THE CITY OF YONKERS, : Tax Lease.

TO :

ALEXANDER SMITH AND SONS CARPET CO.,: WHEREAS, Pursuant to an act of the Legislature of the People of the State of New York, being Chapter 635 of the Laws of 1895, entitled, "An Act to revise the Charter of the City of Yonkers", and the several acts amending same, and pursuant to provisions of other acts of the Legislature of the State of New York, certain taxes were duly levied by the Common Council of the City of Yonkers. AND WHEREAS, the said Common Council did apportion and extend the gross sum of said tax so levied opposite the several valuations of real and personal property appearing in the assessment rolls prepared by the Assessors. AND WHEREAS, the said Common Council did thereafter, to -wit: on the 25th day of March, 1903, confirm the taxes so apportioned and extended and embraced in said completed assessment roll and delivered said rolls to the Receiver of Taxes, with a warrant duly executed, directed to said Receiver, commanding him to collect the amount of the said tax and make return thereof, as required by law. AND WHEREAS, by virtue of the proceedings aforesaid, a tax has been assessed upon the real property of the persons or corporations hereinafter mentioned, which tax was directed in said warrant to be collected pursuant to law. AND WHEREAS, the said Receiver of Taxes, as provided by law, duly made and delivered to the Common Council a return of all taxes mentioned in the tax rolls aforesaid, remaining unpaid at the time of making such return. AND WHEREAS, the lands hereinafter described have been charged with the payment of the tax hereinafter mentioned, together with interest thereon, as provided by law, and which tax was returned by the Receiver of Taxes as unpaid. AND WHEREAS, the said Common Council caused the said lands and premises on which the said tax was levied to be sold at public auction at the City of Yonkers, on the 15th day of December, 1905, after giving due notice of such sale as provided by law, by publishing in the official city newspapers once in each week for three weeks successively next preceding the day fixed for the sale of such land, a notice that said land had been returned to it for non-payment of taxes, and that said taxes had not been paid or rejected by it, and that if said taxes be not paid to the Receiver of Taxes, with the interest and expenses of publication, on or before the day fixed for such sale such lands would be sold at public auction at the time and place designated in said notice, for the shortest period of time for which any person may offer to take the same in consideration of advancing the tax, with the interest thereon, to the time of

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executed the foregoing instrument; that he knew the corporate seal of the said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of the said Corporation and that he signed his name thereto by the like order.

Jean Miller Notary Public, Kings Co.

Cert. filed in New York Co.

STATE OF NEW YORK COUNTY OF NEW YORK, S.S. I, PETER J. DOOLING Clerk of the County of New York and also Clerk of the Supreme Court for the said County the same being a Court of Record do hereby certify that JEAN MILLER, has filed in the Clerk's office of the County of New York, a certified copy of his appointment and qualification as Notary Public, for the County of Kings, with his autograph signature and was at the time of taking the proof or acknowledgment of the annexed instrument duly authorized to take the same; And further that I am well acquainted with the handwriting of such Notary and believe the signature to the said certificate of proof or acknowledgment to be genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the 13 day of Sept. 1907.

(L.S.) Peter J. Dooling, Clerk.

The foregoing instrument was endorsed for record as follows; The property affected by this instrument situate in the Town of RYE, in the County of Westchester, New York, A true copy of the original Release and acknowledgment thereof with certificate recorded October 2nd 1907 at 9 A. M.

Register.

RUSHMORE REALTY CORPORATION : For diagram forming part of this
TO : Record see Vol. 26 p. 47
CHARLOTTE CARRINGTON,

THIS INDENTURE, made the 30th day of September in the year one thousand nine hundred and seven, BETWEEN RUSHMORE REALTY CORPORATION, a corporation organized under the laws of the State of New York, having its principal place of business in the Town of Mamaroneck, County of Westchester, and State of New York, party of the first part, and CHARLOTTE CARRINGTON, of the same place party of the second part, WITNESSETH, that the said party of the first part for and in consideration of the sum of ONE DOLLAR, AND OTHER VALUABLE CONSIDERATION, lawful money of the United States, paid by the said party of the second part does hereby grant and release unto the said party of the second part her heirs and assigns forever, ALL that certain lot, piece or parcel of land, situate lying and being at Orienta, in the Town and Village of Mamaroneck, County of Westchester, and State of New York, and being bounded and described as follows: BEGINNING on the southwesterly line of land of Carrington, where the same is intersected by the southeasterly line of land belonging to Sire or Wood, and running thence along the prolongation of said line being the boundary line between the property of Rushmore Realty Corporation and said Sire or Wood, south fifty seven degrees forty eight minutes west, one hundred and forty six feet and two tenths of a foot; thence across land of Rushmore Realty Cor-

poration south thirty one degrees twenty one minutes east, four hundred and twenty three feet and sixty five hundredths of a foot; thence north fifty eight degrees fifty five minutes east (in the prolongation of the southerly line of the property of Carrington), one hundred and forty six feet and fifteen hundredths of a foot to the southerly corner of land heretofore conveyed by Rushmore Realty Corporation to Carrington; thence along the southwesterly boundary line of the said land of Carrington (being the boundary line between the said land of Carrington and the property hereby described) north thirty one degrees twenty one minutes west, four hundred and twenty six feet and forty eight hundredths of a foot to the place of beginning. The said parcel containing within said bounds one acre and four thousand two hundred and sixty two ten thousandths of an acre of land, being shown more fully on the map annexed to this deed and intended to be recorded herewith, Subject to a mortgage now covering a portion of the above described premises and other property, held by the Westchester & Bronx Title & Mortgage Guaranty Co., or an assignee thereof, in the principal sum of about Nine Thousand Dollars, which said mortgage is to be released from the premises hereby described when the purchase money mortgage given at the date hereof, shall have been paid, and also when the conditions requiring a release of said mortgage from the property purchased by Carrington from Rushmore Realty Corporation by deed dated January 7th 1907, shall have been fulfilled. The said party of the second part for herself her heirs and assigns doth hereby covenant to and with the said party of the first part its successors and assigns, that neither the said party of the second part nor her heirs or assigns shall or will at any time hereafter erect maintain or permit upon any part of said premises, any bar room, lager beer saloon ale house or liquor saloon or any manufactory, trade or business whatsoever; AND the said party of the second part for herself her heirs and assigns covenants and agrees to and with the party of the first part its successors and assigns that she shall not or will not at any time hereafter erect or cause procure or suffer to be erected upon the hereby granted premises any building other than dwelling houses constructed for the use of one family only; such houses to be erected on a frontage of not less than fifty feet of said premises so conveyed (which land may be subdivided after a period of ten years); and that said house shall cost not less than FOUR THOUSAND DOLLARS, and that the said house to be erected thereon shall have the house line or lines not nearer to the front or street line of said lot than twenty feet; such restrictions however, not to apply to the erection of any barn stable or other out house or houses necessary and appropriate to the use of said house, which said outbuilding may be erected on said land but not nearer than fifty feet to any street line, In construing the above set-back restrictions, measurements are to be made from the foundation walls of the buildings, AND it is expressly understood and agreed that the several covenants on the part of the party of the second part above specified, shall attach to and run with the land, and it shall be lawful not only for the said Rushmore Realty Corporation of Mamaroneck, N. Y.

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its successors or assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises above described, deriving title from or through the said Rushmore Realty Corporation of Mamaroneck, N. Y. to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same, it being understood however, that this covenant is not to be enforced personally for damages against the said party of the second part her heirs or assigns unless she or they be the owner or owners of the said premises, or some part thereof at the time of the violation of said covenants, or of a threatened or attempted violation thereof, but the said covenants may be proceeded on for an injunction of or for a specific execution thereof, against the party or parties violating the said covenant, their heirs executors administrators or assigns, The Rushmore Realty Corporation reserves the right however to release the above described property from any portion of the above restrictive covenant, and does hereby expressly permit the erection of a wind-mill and cistern upon the said property. TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to the said premises, TO HAVE AND TO HOLD the above granted premises unto the said party of the second part her heirs and assigns forever, AND the said Rushmore Realty Corporation covenants with the said party of the second part as follows: FIRST.- That the said Rushmore Realty Corporation is seized of the said premises in fee simple and has good right to convey the same, SECOND.- That the party of the second part shall quietly enjoy the said premises. THIRD.- That the said premises are free from encumbrances, Except as aforesaid, FOURTH.- That the said party of the first part will execute or procure any further necessary assurance of the title to said premises, FIFTH.- That the said Rushmore Realty Corporation will forever warrant the title to said premises, Except as aforesaid, IN WITNESS WHEREOF, the said Rushmore Realty Corporation has caused its corporate seal to be hereunto affixed and these presents to be signed by its Secretary this 30th day of September in the year one thousand nine hundred and seven.

In presence of: RUSHMORE REALTY CORPORATION.

B. C. Meighan. (L.S.) By GEORGE F. CORNWELL, Secretary.

STATE OF NEW YORK COUNTY OF WESTCHESTER, S. S. On the 30th day of September, in the year 1907, before me personally came GEORGE F. CORNWELL, to me known, who, being by me duly sworn did depose and say that he resided in the Borough of Brooklyn, City of New York, that he is Secretary of the RUSHMORE REALTY CORPORATION, the Corporation described in and which executed the above instrument, that he knew the seal of said Corporation that the seal affixed to said instrument was said corporate seal that it was so affixed by order of the Board of Directors of the said Corporation and that he signed his name thereto by like order,

Burton C. Meighan Notary Public, Westchester County,

The foregoing instrument was endorsed for record as follows; The property affected by this instrument is situate in the Town of MAMARONECK, in the County of Westchester,

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New York, A true copy of the original deed and acknowledgment thereof recorded October 2nd 1907 at 3:35 P. M.

Register.

KNICKERBOCKER TRUST CO. AS TRUSTEE, Release see Liber 1364 page 11.

TO

SICKLES ESTATE IMPROVEMENT CO. THIS INDENTURE, made the 15th day of August, in the year one thousand nine hundred and seven, BETWEEN KNICKERBOCKER TRUST COMPANY, as trustee, a corporation organized and existing under the laws of the State of New York, of the first part, and the SICKLES ESTATE IMPROVEMENT COMPANY, a corporation organized and existing under the laws of the State of New York, of the second part, WHEREAS, said Sickles Estate Improvement Company, by a first mortgage bearing date the thirtieth day of November 1904, for the consideration therein mentioned and to secure the payment of the money therein specified did convey certain lands and tenements of which the premises hereinafter described are part unto one Samuel V. D. White which first mortgage was recorded in the Register's office of the County of Westchester in Liber 1364 of Mortgages page 2, on the third day of December 1904, AND WHEREAS, said Sickles Estate Improvement Company, by a second mortgage bearing date the thirtieth day of November 1904, for the consideration therein mentioned and to secure the payment of the money therein specified, did convey certain lands and tenements of which the premises hereinafter described are part, unto Knickerbocker Trust Company, as trustee aforesaid, which second mortgage was recorded in the register's office of the County of Westchester in Liber 1364 of Mortgages page 11, on the third day of December 1904, AND WHEREAS, the said party of the first part at the request of the said party of the second part and in accordance with the provisions of said second mortgage, has agreed to give up and surrender the premises hereinafter described unto the said party of the second part, its successors and assigns and to hold and retain the residue of the mortgaged premises as security for the money remaining due on the said second mortgage, NOW THIS INDENTURE WITNESSETH, that the said party of the first part in pursuance of said agreement and in consideration of TWO THOUSAND DOLLARS, ($2,000) paid or to be paid, in accordance with the provisions of the first and second mortgages aforesaid, to the holder of the first mortgage aforesaid, being four-fifths of the agreed purchase price to be received by the party of the second part upon the sale of the property hereinafter described has granted remised released quit-claimed and set over and by these presents does grant remise release quit claime and set over, unto the said party of the second part its successors and assigns forever, ALL that certain lot, piece or parcel of land, lying and being in the City of NEW ROCHELLE, County of Westchester State of New York, and known and distinguished as lot number 13, in Block F, on a map entitled "Map of Rochelle Heights in the City of New Rochelle, Westchester Co. N. Y. Subdivisions 1 and 2, L. E. Van Etten, Civil Engr., April 1906, Mann, Mac Neille and Lindeberg, Architects, L. E. Van Etten, Civil Engr." and filed in the office of the Register Westchester County, New York, numbered 1614 which said lot is bounded and described as follows; Viz; BEGINNING at the southerly corner

part has not done or suffered anything whereby the said premises have been encumbered in any way whatever. IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal, the day and year first above written.

In presence of BERNHARD H. LEVY. (L.S.)

Samuel Fruchthandt. as Executor, etc., under the last will and testament of Bettie Heine, deceased.

STATE OF NEW YORK, CITY OF NEW YORK, COUNTY OF NEW YORK. SS. On the 17th day of July, in the year one thousand nine hundred seventeen, before me personally came Bernhard H. Levy, the executor under the last will and testament of Bettie Heine, deceased, to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

Isaac Nelson, Commissioner of Deeds, New York City, certificate filed in N.Y. Co., 70, term expires Sept. 26, 1918.

STATE OF NEW YORK, COUNTY OF NEW YORK. SS. I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for said County, the same being a Court of Record, do hereby certify, that Isaac Nelson, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition or proof or acknowledgment, a Commissioner of Deeds in and for the City of New York duly commissioned and sworn, and authorized by the laws of said State, to take depositions and also to administer oaths to be used in any Court in said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Commissioner of Deeds and verily believe that the signature to such deposition or certificate of proof or acknowledgment is genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 18 day of July, 1917.

(L.S.) WM. F. SCHNEIDER, CLERK.

The foregoing instrument was endorsed for record as follows:- The property affected by this instrument is situate in the city of YONKERS, in the County of Westchester, N.Y. A true copy of the original Deed and acknowledgment thereof, with certificate, recorded July 19, 1917, at 11 A.M. Register.

ELLA CECILIA HOWELL,

TO

ALVAN W. PERRY, THIS INDENTURE, Made the 17th day of July in the year one thousand nine hundred and seventeen, BETWEEN ELLA CECILIA HOWELL, of the Town of Mamaroneck, Westchester County and State of New York, as Executrix

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and Trustee under the last will and testament of Cecilia A. Howell, deceased, and ELLA CECILIA HOWELL, as Trustee under a certain instrument made by the said Cecilia A. Howell, dated August 13th, 1892, and recorded in the office of the Register of Westchester County, in Liber 1281 of conveyances, at page 346, party of the first part, and ALVAN W. PERRY, residing at 132 East 57th Street, Borough of Manhattan, New York City, State of New York, party of the second part; WITNESSETH, that the said party of the first part by virtue of the power and authority to her given in and by the said last will and testament, and the said certain instrument made by the said Cecilia A. Howell, dated August 13th, 1892, and in consideration of the sum of Eight thousand dollars ($8000.00) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns forever, ALL those two certain plots, pieces or parcels of land, situated in the town of MAMARONECK, Westchester County, New York, which are shown and designated as parcels numbers ten (10) and eleven (11) upon a certain map of "Palmer Hommock," property of Mrs. Cecilia A. Howell, of Mamaroneck, New York, filed in the office of the Register of Westchester County, on August 25, 1898, as map No. 1334 and which are more particularly bounded and described as follows:- BEGINNING at a point on the northwesterly side of Oak Lane as designated on said map, at a stone monument located at the point of intersection of the said side of Oak Lane with the division line between parcel number eleven and parcel number ten, as shown on said map; running from said monument southwesterly along the westerly line of said Oak Lane south 40° 32' 40" west sixty-seven and five-tenths feet mereor less to the point of a curve; thence southerly and westerly on a curved line with a radius of eighty-two and five-tenths feet, one hundred and twenty-nine and fifty-nine one-hundfedths feet to the end of said curve; thence north 49° 27' 20" west along the easterly side of said Oak Lane one hundred and ninety-one and sixty one-hundredths (191.60) feet, to the easterly side of the Causeway as shown on said map; thence in a northerly direction and on a reverse curve, one hundred and thirty-eight and seventy-one one-hundredths feet; thence still along said Causeway north 30° 4' 40" west one hundred and one and twenty-two one-hundredths feet to a monument on the easterly side of said Causeway; thence north 55° 41' 40" east one hundred and thirty-three and fifty-seven one-hundredths feet to the easterly boundary line of said parcel number eleven; thence still north 55° 41' 40" east one hundred and forty-one feet more or less to the line of mesne highwater as shown on said map; thence southeasterly and easterly as the said mesne high water line winds and turns to its intersection with the easterly boundary line of said parcel number ten as shown on said map; and thence south 4° 26' 40" west one hundred and eighty feet more or less along the boundary line between parcel number ten and parcel number nine as shown on said map to the easterly side of Oak Lane as shown on said map; thence northwesterly, westerly and southerly

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along the side of said Oak Lane as the same winds and turns one hundred and fifty and eighty-five one-hundredths feet to the said monument at the point or place of beginning. Together with all the right, title and interest of the parties of the first part in and to the land under water lying between the said line of mesne high water, the prolongation of the boundary line between parcels 9 and 10 and the line shown on said map running north seventy degrees and thirty-nine minutes east from the point of intersection of mesne high water line with the northwesterly boundary line of parcels 10 and 11. Together with the right of way over a certain road or lane leading from the Boston Post Road down to and connecting with the Hommock Road, shown upon the said map, (and together with the right to use that portion of the premises shown upon the said map and designated "Landing" and "Reserve" with the road leading thereto, as a promenade or landing, or means of reaching or returning from boats visiting persons who shall for the time being be the owners or in the possession of any part of the premises hereby conveyed or intended so to be; provided, however, the party of the second part, his legal representatives or assigns, shall contribute his or their fair proportion of the cost of maintaining the same not exceeding Twenty-five ($25.) Dollars annually, for each of the said several parcels, and shall also subscribe to and agree to comply with the rules and regulations in respect thereof, as may from time to time be made by a majority of the land owners entitled to use the said "Landing" and "Reserve." ALSO, the party of the first part does remise, release, convey and quit-claim to the party of the second part, all her right, title and interest in and to the several pieces or parcels of land included within the outside boundaries of the road or roadway, "Landing" and the private road connecting with the "Reserve" shown upon the above mentioned map as the Hommock Road, Oak Lane, "Reserve", "Landing" and the private road connecting the "Reserve" with Hommock Road, the lands within the roadway shown thereon (connecting the intersection of Hommock Road and Oak Lane with the roadway shown on the said map as the "Causeway" to the northerly boundary line of plot number eleven as shown on said map, and does release to the party of the second part any right heretofore reserved by her or granted to her of using, or of granting to any other person acquiring title through her, or her successors, to lands owned by her lying between the Boston Post Road and the said "Palmer Hommock," any right, privilege or easement, to use the said roads, "Landing" and "Reserve" and the approaches thereto. AND the said party of the first part does hereby give and grant unto the party of the second part, for his use and benefit, and for the use and benefit of the several owners from time to time of the plots constituting the said "Palmer Hommock," shown on said map, a right of way over the road or lane now leading from the Boston Post Road to the said Palmer Hommock, such right of way to be over a strip of land forty (40) feet in width, including the land in said road or lane, as now in use, together with

sufficient land along the westerly side thereof to increase the width thereof to forty (40) feet between the northerly line of plot number 12 of said Palmer Hommock as shown on said map, and the southerly line of land now or late of Beulah Irene Mills and Mary Mills Mead. AND the party of the first part does release, surrender and discharge to and for the benefit of the party of the second part, and the owners of lands in the said Palmer Hommock, any right or easement heretofore reserved by her, or granted to her, of constructing, maintaining or using a sewer across or through Palmer Hommock as an outlet for sewerage originating upon or passing through any of the lands owned by her between the Post Road and the said Palmer Hommock, or of granting to others the right or easement so to do.

TOGETHER with the appurtenances, and also all the estate which the said testator had at the time of her decease in said premises, and also the estate therein which the said party of the first part had or has power to dispose of whether individually or by virtue of said will or said trust deed or otherwise.

TO HAVE AND TO HOLD, the above granted premisss unto the said party of the second part, his heirs and assigns forever. AND the said party of the first part covenants with the said party of the second part, that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever. AND the said parties to this indenture as part of the consideration for the execution and delivery thereof, do hereby mutually covenant and agree with each other, their legal representatives and assigns, and in respect to the above described plots numbers ten and eleven, as follows:-

FIRST. that there shall not at any time hereafter be erected upon any one of the said several parcels hereinbefore described, any building or structure whatsoever except a dwelling house for a private family, together with stable and such outhouses as properly and reasonably belong to a private dwelling house; that no wines, liquors, beer or other intoxicating beverages shall be sold on said premises; that this covenant shall be understood to prohibit the use of any building or structure on said premises as a school, hotel, boarding house, or other house for the lodging or entertainment of any person for hire, or for any storehouse, warehouse, or any business use or purpose whatsoever, and to prohibit the erection or maintenance on said premises of any place for the keeping of pigs, or for any purpose which may reasonably be deemed a nuisance, or any dangerous, noxious or offensive use or purpose whatever, and to prohibit the use of said premises for any public garden, or bathing place, or for the landing of any boats or vessels, except those visiting owners or occupants of premiseslying south of the Boston Post Road conveyed at any time after January 1, 1898, by the party of the first part, her heirs, executors or successors.

SECOND. that the said several parcels hereby granted shall not be subdivided, conveyed, leased or occupied in parcels of less than one acre each in area; that no more than one dwelling house shall be

erected on any such subdivision, and that no dwelling house erected on any part of such premises shall be of a value less than Five thousand ($5000.) Dollars. THIRD. that all sewers which may be constructed upon, or run from the said premises shall be constructed of iron pipe, and the outlet shall be at least twenty feet beyond the line of extreme low water. FOURTH. that the party of the second part will not at any time use any part of the said premises shown upon the said map and designated "Landing" and "Reserve", or any part of the road leading thereto for any purpose other than a promenade or landing, or means of reaching or returning from any boat or vessel which may touch at the said landing, and will at all times comply with the rules and regulations in respect thereto, in force for the time being. FIFTH. that the party of the second part will keep and maintain one-half of the road in front of and adjoining the hereby granted premises in good order and repair, and the surface thereof properly and sufficiently covered with fine bluestone, or some material equal thereto, and similar to the adjoining portions of such road, at his own expense, and that he will annually contribute such sum of money as may be requisite to pay his share or proportion, not exceeding Twenty-five ($25.) Dollars annually, for each of the said several parcels of the cost and expense of keeping the piece of land, designated "Landing" and "Reserve" upon said map, and the road or approach thereto, in good order and repair similar to the Hommock Road. SIXTH. that the covenants aforesaid shall at all times be attached to the said premises and run with the land and shall be inserted or referred to in any and all future conveyances, mortgages or other instruments, whereby the title to the said land can or may be transferred or affected, and that the said covenant shall forever hereafter be recognized, sustained and upheld, and that it shall at all times hereafter be lawful for said party of the first part, or her legal representatives or assigns, and for any person who may at the time be the owner of, or entitled to any estate in, or the possession of any part of the premises shown upon the said map hereinbefore mentioned, to institute, maintain and prosecute any suit, action or proceeding at law or in equity against any person or persons violating or attempting or threatening to violate the covenants and agreements herein contained, and such person prosecuting such suit or action shall be entitled as matter of right, and without showing any special damage or irreparable injury, and notwithstanding that a remedy at law may exist, to an injunction restraining any act, or the maintenance of any building or structure, which shall contravene any of the provisions of any covenant in this instrument. SEVENTH. that the covenants and agreements aforesaid are to be enforced personally against the said party of the second part, his heirs, legal representatives or assigns, only in case and so long as he or they shall be the owner or owners, or in possession of the premises hereby granted, at the time or times when any violation of the said covenants and agreements, or either of them, shall or may be

PQ

committed, attempted or threatened, and that such covenants may be enforced personally against any person or persons who may be such owner or owners or in possession at such time, in like manner as if such then owner or person in possession had personally entered into the covenants herein contained. EIGHTH. that all conveyances executed by the party of the first part, or her legal representatives, conveying premises shown upon said map hereinbefore mentioned, shall contain a covenant of restriction similar to that herein contained. AND the said parties as part of the consideration for the execution and delivery hereof, do hereby further mutually covenant and agree with each other, their legal representatives and assigns, as follows: FIRST. the party of the first part covenants and agrees that in all conveyances of land owned by her between the Post Road and Palmer Hommock, she will insert a covenant binding the purchasers to contribute toward the reasonable upkeep and maintenance of the said road or lane leading from the Boston Post Road to the said Palmer Hommock, proportionately to the assessed value from time to time of the land so conveyed as compared with the assessed values of all lands lying south of the Boston Post Road having a right of way over the said land. SECOND. that in the event that the party of the first part develop the said land, that she will contribute in like proportion for the purpose of maintaining said road as aforesaid. THIRD. the party of the first part further covenants with the party of the second part that until the covenant restricting the use of the premises of the said Palmer Hommock as shown on a map of Palmer Hommock property of Mrs. Cecilia A. Howell, of Mamaroneck, New York, filed in the office of the Register of Westchester County, on August 25th, 1898, shall be terminated, cancelled or discharged there shall not at any time be erected upon the land now owned or controlled by the party of the first part, lying between said Boston Post Road and said Palmer Hommock, any building or structure whatsoever, except a dwelling house for private families, together with stable and such outhouses as properly and reasonably belong to a private dwelling house. That no wines, liquors, beer or other intoxicating beverages shall be sold on said premises and that this covenant shall be understood to prohibit the use of any building or structure upon said premises as a storehouse, warehouse, or for any business use or purpose whatsoever, and to prohibit the erection or maintenance on said premises of any buildings for thekeeping of pigs, or for any purpose which may reasonably be deemed a nuisance, or any dangerous, noxious or offensive use of purpose whatsoever, and to prohibit the use of the said premises for any public garden, or bathing place, or for the landing of any boats or vessels, except those visiting owners or occupants of the premises just hereinabove described, lying between the Boston Post Road and the said Palmer Hommock. AND the party of the first part does further covenant with the party of the second part, that all deeds hereafter made by her for the conveying of all or any part of said lands lying between said Boston

Post Road and Palmer Hommock hereinabove just referred to shall contain this covenant which said covenant shall run with the land. IN WITNESS WHEREOF, the said parties of the first and second parts have hereunto set their hands and seals, the day and year first above written.

In the presence of

Theodore M. Hill, ELLA CECILIA HOWELL. (L.S.)

as to Ella Cecilia Howell. as Executrix and Trustee under the last will and testament of Cecilia A. Howell, deceased.

ELLA CECILIA HOWELL. (L.S.)

as Trustee, etc.

ALVAN W. PERRY. (L.S.)

STATE OF NEW YORK, COUNTY OF NEW YORK. SS. On this 17th day of July, one thousand nine hundred and seventeen, before me personally came Ella Cecilia Howell, as Executrix of the last will and testament of Cecilia A. Howell, deceased, and as Trustee under a certain trust deed, to me personally known and known to me to be the individual described in and who executed the foregoing conveyance, and duly acknowledged that she executed the same.

Theodore M. Hill, Notary Public, Westchester County.

STATE OF NEW YORK, COUNTY OF NEW YORK. SS. On this 17th day of July, one thousand nine hundred and seventeen, before me personally came Alvan W. Perry, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he thereupon duly acknowledged to me that he had executed the same.

Wm. C. White, Notary Public, Westchester County.

The foregoing instrument was endorsed for record as follows:- The property affected by this instrument is situate in the town of MAMARONECK, in the County of Westchester, N.Y. A true copy of the original Deed and acknowledgments thereof, recorded July 19, 1917, at 11.15 A.M.

Isaac H. Smith Register.

JOHN A. LARSON, AND W.

TO

HENRY BARNARD, AND W.

THIS INDENTURE, Made the seventeenth day of July, in the year nineteen hundred and seventeen, BETWEEN JOHN A. LARSON and IDA LARSON, his wife, of Hawthorne, Town of Mount Pleasant, County of Westchester and State of New York, parties of the first part, and HENRY BARNARD and ELIZABETH BARNARD, his wife, of No. 347 East Fifty-seventh Street, Borough of Manhattan, City and County of New York, State of New York, parties of the second part; WITNESSETH, that the said parties of the first part, in consideration of ONE HUNDRED ($100) DOLLARS, lawful money of the United States, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, paid by the parties of the second part, do hereby

L 2178
Cp 172

In presence of (L.S.) HASTINGS HOMES COMPANY,
E. S. PEROT, President.

Attest. M. A. HOWARD, Asst. Secretary.

STATE OF NEW YORK, COUNTY OF NEW-YORK, SS. On the eighth day of August in the year one thousand nine hundred and seventeen, before me personally came E. S. PEROT, to me known, who being by me duly sworn, did depose and say that he resided in the City of Yonkers, County of Westchester, that he is the President of the Hastings Homes Company, the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(L.S.) WM. G. WILEY, "Notary Public, New York Co. Certificate filed in Westchester Co." New York County No. 130. New York Register No. 8047.

The foregoing instrument was endorsed for record as follows: The land affected by this instrument lies in the Town of GREENBURGH, Westchester County, New York. A true copy of the original Deed and acknowledgment thereof recorded September 6th. 1918 at 12:55 P. M.

Register.

HOMMOCKS REALTY CO. : AGREEMENT.
TO :
WESTCHESTER LIGHTING CO. & OR. : AGREEMENT made this 11 " day of June in the year one thousand nine hundred and eighteen, BETWEEN, the HOMMOCKS REALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office located at — (hereinafter called the "Property Owner") party of the first part, and WESTCHESTER LIGHTING COMPANY (having its principal office at First Street and First Avenue, City of Mount Vernon, County of Westchester, and State of New York) and NEW YORK TELEPHONE COMPANY (having its principal office at 15 Dey Street, Borough of Manhattan, City, County and State of New York), both corporations of the State of New York, parties of the second part, WITNESSETH, WHEREAS the Property Owner is the owner in fee of a certain tract of land in which is known as "The Hommocks" situate in the Villages of Larchmont and Mamaroneck in the Town of Mamaroneck, County of Westchester, State of New York, as shown upon a map of said property entitled, —— which has been duly filed in the office of the Register of said County ; and WHEREAS, certain Streets, Roads and Avenues upon said premises, although not yet accepted by the municipal authorities as public streets, have been projected, mapped and partly opened with lots abutting thereon; and WHEREAS the Lighting Company is engaged in furnishing and supplying Gas and Electricity and the Telephone Company in rendering Telephone Service and the Property Owner has applied to the parties of the second

part to construct and maintain their poles, wires, cables, and other fixtures and apparatus so as to enable them to render their respective services to, upon through and over said premises. NOW THEREFORE, in consideration of the premises and the covenants herein contained, and of the sum of One dollar by each party to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows: FIRST. The Property owner, party of the first part hereby grants and conveys unto the parties of the second part, their respective successors and assigns, the right and easement to enter upon the Streets, Roads and Avenues, as the same are now established or as the same may hereafter be laid out upon the said property, and construct, maintain and operate through, along, on, under, over and across the said Streets, Roads and Avenues, a single line of poles together with necessary stubs, guys and anchors, for the joint use of the parties of the second part for the wires, cables and other fixtures and apparatus of the said parties of the second part, for conducting and transmitting electricity and rendering Telephone Service in or along the said Streets, Roads and Avenues and in the premises abutting thereon and to the occupants of said premises and to such other property or persons as the parties of the second part from time to time may desire, together with the right to trim trees along the route of said lines of poles necessary to keep wires thereto attached clear at least eighteen (18") inches. SECOND. It is agreed that the said poles, wires, cables, and other fixtures and apparatus shall at all times remain the property and be subject to the control of the parties of the second part, their respective successors and assigns. THIRD. The parties of the second part hereby agree that in entering upon said premises doing such work and conducting and transmitting electricity and furnishing telephone service they will do no greater damage and make no further interference with the Streets, Roads and Avenues, and the use thereof, than is reasonably necessary and proper; and in case of excavations upon the said Streets, Roads and Avenues, they will as far as possible and as soon as practicable restore the same to as good condition for the regular and ordinary use thereof as they were in prior to such excavations. IT is understood and agreed that this contract shall bind the successors, and assigns of the parties hereto. IN WITNESS WHEREOF, the Property Onwer has caused these presents to be signed by its President and its corporate seal to be hereto affixed duly attested by its Secretary, and the parties of the second part have caused these presents to be signed by their respective officers, and their corporate seals to be hereto affixed the day and year first above written.

(L.S.) HOMMOCKS REALTY COMPANY,

By E. F. ALBEE, President.

Attest. ALEX. J. FRASER, Secretary.

(L.S.) WESTCHESTER LIGHTING COMPANY,

By B. W. STILWELL, Vice-President.

Attest. E. S. BELLOWS, Assistant Secretary.

(L.S.) NEW YORK TELEPHONE COMPANY,

By G. C. ALLEN, General Superintendent of Plant.

Attest. W. HOPPINS, Assistant Secretary.

(Approved as to Form. Chas. T. Russell, General Solicitor. By R. F. J. 6-26-17).

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS. On the 14th day of June in the year 1918, before me personally came B. W. STILWELL, to me known, who being by me duly sworn, did depose and say, that he resided in the City of Yonkers, N. Y. that he is a Vice-President of Westchester Lighting Company, one of the corporations described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

A. E. ARNOLD, Notary Public, Westchester County, N. Y.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS. On the 28th. day of June in the year 1918, before me personally came G. C. ALLEN, to me known, who being by me duly sworn, did depose and say, that he resided in the City of New Rochelle, N. Y. that he is the General Superintendent of Plant of New York Telephone Company, one of the corporations described in and which executed the above instrument; that he knew the seal of said corporation, that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(L.S.) CHAS. A. HALE, Notary Public, New York Co. Cert. filed in Westchester Co.

STATE OF NEW YORK, CITY OF NEW YORK, COUNTY OF NEW YORK, SS. On the 11th. day of June in the year 1918, before me personally came E. A. ALBEE, to me known, who being by me duly sworn, did depose and say that he resided in the Village of Larchmont New York, that he is the President of the Hommocks Realty Company, one of the corporations described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(L.S.) ETHEL M. C. PUGH, Commissioner of Deeds, N. Y. City. residing in Bronx County. Bronx Co. Clk. No. 17. Register No. 8016. N. Y. Co. Clk. No. 166. Register No. 18066. Kings Co. Clk. No. 57A. Register No. 8043 . Queens Co. Clk. No. 3080. My commission expires Oct. 31, 1918.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS. I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for said County, the same being a Court of Record, DO HEREBY CERTIFY, that ETHEL M. C. PUGH, whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument and thereon written, was at the time of taking such deposition

or proof or acknowledgment a Commissioner of Deeds in and for the City of New York duly commissioned and sworn, and authorized by the laws of said State, to take depositions and also to administer oaths to be used in any Court in said State and for general purposes; and also to take acknowledgments and proofs of deeds of conveyances for land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such Commissioner of Deeds and verily believe that the signature to such deposition or certificate of proof or acknowledgment is genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the 30" day of July 1918.

(L.S.) WM. F. SCHNEIDER, Clerk.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the Town of MAMARONECK, in the County of Westchester, New York. A true copy of the original AGREEMENT and acknowledgments thereof with certificate recorded September 6th. 1918 at 10:19 A. M.

Register.

JOSEPHINE LUPPRIAN. :

TO :

LOUIS D. SCHULMAN. : THIS INDENTURE made the fourth day of September in the year one thousand nine hundred and eighteen, BETWEEN JOSEPHINE LUPPRIAN, of the City of New Rochelle, County of Westchester, and State of New York, party of the first part, and LOUIS D. SCHULMAN, of the same place, party of the second part, WITNESSETH that the said party of the first part for and in consideration of the sum of TEN ($10) DOLLARS lawful money of the United States, AND OTHER VALUABLE CONSIDERATION, paid by the said party of the second part do hereby remise, release and forever quit-claim unto the said party of the second part, his heirs and assigns forever, ALL that certain lot, piece or parcel of land, situate, lying and being in the City of NEW ROCHELLE, County of Westchester, and State of New York, known and designated on a certain map entitled, "Amended Map of Subdivision of land at New Rochelle, New York, belonging to Maria Brady, drawn from survey made March 1902, by J. F. Sheahan, surveyor, June 1906, C. S. Haskell, C. E." and filed in the office of the Register of the County of Westchester, as lots numbers Seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty one (21), twenty seven (27), twenty-eight (28), twenty-nine (29), thirty (30), thirty one (31), thirty-two (32) and thirty three (33). TOGETHER with the appurtenances and all the estate and rights of the said party of the first part in and to the said premises. TO HAVE AND TO HOLD the above granted, bargained and described premises, unto the said party of the second part, his heirs and assigns forever. THE PURCHASER under this conveyance reside as follows: 30 Franklin Avenue, New Rochelle, New York. IN WITNESS WHEREOF, the said party of

NOTARY PUBLIC, within and for said County, residing in said County, duly appointed, commissioned and sworn, and authorized by the laws of said State, to administer oaths, and take the acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments, in said State, and other instruments to be recorded therein, and to certify thesame; that full faith and credit are and ought to be given to his official acts; and I further certify that I have compared the signature to the original certificate with that deposited in this office, by such person and verily believe that the signature to the attached certificate is his gemuine signature and said certificate is not required to be under seal, and the person signing is not required by law to file in this office an impression of his official seal. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Bridgeport, in said County and State, on the 24 day of September, 1927.

(L.S.) MICHAEL J. FLANAGAN,

Clerk.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF LEWISBORO, in the County of Westchester, N. Y.

A true copy of the original DEED and acknowledgment thereof with certificate: recorded Sept. 28th, 1927, at 9 A. M. At the request of: TAMMANY & CONNERY.

Register.

MINNA M. MAHLSTEDT. : Agreement.

TO : For diagram forming part of this record See Vol. 66 page 29

S. M. H. CORPORATION. : THIS INDENTURE, made the 22nd day of September, 1927, BETWEEN MINNA M. MAHLSTEDT, of New Rochelle, Westchester County, New York, party of the first part, and the S. M. H. CORPORATION, a New York business corporation, having its principal office in the City of New Rochelle, Westchester County, New York, party of the second part: WHEREAS, the parties hereto are the owners of real property immediately adjacent to and bordering upon an inlet of Long Island Sound in the TOWN OF MAMARONECK, Westchester County, New York, known as Prickley Pear Inlet; and WHEREAS, the parties hereto deem it mutually beneficial that a dike or dam be erected across a portion of said inlet; and WHEREAS, the party of the second part is willing to erect said dike or dam, and to maintain the same in perpetuity; NOW THEREFORE, in consideration of theerection of a dike or dam by the party of the second part across the inlet of Long Island Sound, commonly known as Prickley Pear

Inlet and the perpetual maintenance and repair of the same by the said party of the second part, its successors or assigns, the party of the first part herety grants unto the party of the second part, its successors and assigns, an easement on the property of the party of the first part substantially at the place and to the entent indicated upon a sketch of said inlet hereto annexed and made a part hereof marked Exhibit "A", said easement to be of sufficient extent for theerection and maintenance of a dike or dam or approximately 30 feet in width at the bottom and 2 feet wide at the top, and to have a height of approximately 4 feet above mesne high water mark, so long as the party of the second part shall keep the same in a good state of repair and no longer. THE party of the second part, its successors and assigns, hereby expressly covenant and agree to maintain and keep said dike or dam in a reasonable state of repair at its own cost and expense. THE party of the first part expressly covenants and agrees that this easement shall bind her, her heirs, legal representatives and assigns and be a covenant attaching to and running with the land ofthe party of the second part at the place hereinabove indicated, and which said covenant shall run with the land so long as the party of the second part, its successors or assigns shall reasonably maintain and keep said dike or dam in repair and no longer.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand and seal the day and year first above written.

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- - - - MINNA M. MAHLSTEDT (L.S.)

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On this 22nd day of September, 1927, before me personally came MINNA M. MAHLSTEDT, to me known and known to me to be the individual described in and who executed theforegoing instrument and duly acknowledged to me that she executed the same.

FREDERICK H. SEACORD, Notary Public, Westchester County, N. Y.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK, in the County of Westchester, N. Y.

A true copy of the original AGREEMENT and acknowledgment thereof recorded Sept. 28th, 1927, at 2:45 P. M. At the request of: LAWYERS TITLE & GUARANTY CO.

Minnie Mitz

Register.

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MAPLES GARDENS, INC. :

TO :

JACK SANTANGELO, JR. : THIS INDENTURE,

PQ

L 2863
Cp 286

Westchester County.

The foregoing instrument was endorsed for record as follows: The land affected by this instrument lies in the Town of MOUNT PLEASANT, County of Westchester, New York.

A true copy of the original Deed and acknowledgment thereof recorded June 25, 1928 at 11.10 A. M. At request of: SILAS S. CLARK

Register.

JOHN J. SINNOTT : Affidavit

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AFFIDAVIT OF : COUNTY OF WESTCHESTER: SS: JOHN J. SINNOTT, being duly sworn, says that he resides at North Tarrytown, New York, and is an attorney-at-law, and that during or about the month of June, 1927, he prepared a deed from Henry Meyer, as grantor, to Mildred M. Meyer, as grantee, conveying four Sherman Park Lots, approximately one hundred (100') feet square, on the east side of Tuxedo Place at Hawthorne, in the Town of MOUNT PLEASANT, New York. That deponent knew said Henry Meyer and Mildred M. Meyer for over ten years prior to the making of said deed and knew said Henry Meyer and Mildred M. Meyer to be husband and wife. That thereafter and on or about July 7th, 1927, said Henry Meyer died and left said Mildred M. Meyer as his widow.

JOHN J. SINNOTT ---

Sworn to before me this 28th day of May, 1928.

IDA M. SADOFSKY, Notary Public

Westchester Co.

The property affected by this instrument lies in the Town of MOUNT PLEASANT, County of Westchester, New York.

A true copy of the original Affidavit and acknowledgment thereof recorded June 25, 1928 at 12.55 P. M. At request of: MERRIAM & GIBBONS

Register.

S. M. H. CORPORATION : See Liber of R.J.W.L. 2934 p 414
TO : See Hom. Hold. Prot. Liber 4411 Pg 411

HOMMOCKS HOLDING CORPORATION : See Agreement Liber 6309 page 432 THIS INDENTURE, made the 18th day of June, nineteen hundred and twenty eight, BETWEEN: S. M. H. CORPORATION, a New York Corporation, having its principal place of business at No. 1 North Chatsworth Avenue, Town of Mamaroneck, Westchester County, New York, party of the first part, and HOMMOCKS HOLDING CORPORATION, a New York Corporation, having its principal place of business at Orienta Point, Town of Mamaroneck, Westchester County, New York, party of the second part, WITNESSETH, that the party of the first part, in consideration of ONE HUNDRED ($100.00) DOLLARS,

lawful money of the United States, AND OTHER GOOD AND VALUABLE CONSIDERATIONS paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever ALL that piece or parcel of land with the buildings and improvements now on or being erected thereon, situate, lying and being in the Town of MAMARONECK, Westchester County, New York, known and described as follows: BEGINNING at a point on the northeasterly side of Hommocks Road as now laid out distant Eight hundred ten and twenty-one one hundredths (810.21) feet southeasterly from a point formed by the intersection of the southeasterly side of Boston Post Road with the northwesterly side of Hommocks Road; thence along lands now or formerly of the Marmont Corporation the following courses and distances; N 33 degrees, 08 Minutes, 00 Seconds East two hundred fifty-six and ninety-six one hundredths (256.96) feet; N 56 degrees, 42 minutes, 00 Seconds West Two Hundred eighty-eight (288) feet; N 47 degrees, 29 Minutes, 30 Seconds E three hundred seventy-six and one one hundredth (376.01) feet to a point called "A"; thence N 47 degrees, 29 Minutes, 30 Seconds E one hundred twenty-nine and thirty one hundredths (129.30) feet to a point called "B"; thence continuing along N 47 degrees, 29 Min., 30 seconds E two hundred forty-one and sixty-three one hundredths (241.63) feet; N 63 degrees, 33 Minutes, 00 Seconds E Two hundred eighty-two and ninety-six one hundredths (282.96) feet; N 57 degrees 08 Minutes, 30 Seconds E Five hundred thirty-nine and fifteen one hundredths (539.15) feet; N 51 degrees, 31 Minutes, 30 Seconds E One Hundred forty-two and fifteen one hundredths (142.15) feet to land now or formerly Potter; thence along said land of Potter and lad of Nevill S 36 degrees, 06 Minutes, 00 Seconds E One hundred fifty-nine (159) feet; S 35 degrees, 46 Minutes, 00 Seconds E eighty-seven and thirty-nine one hundredths (87.39) feet to land of seller; thence along said land of seller the following courses and distances: S 54 degrees, 40 Minutes, 10 Seconds E Three hundred twenty-four and twenty-six one hundredths (324.26) feet; S 34 degrees, 12 Minutes, 00 Seconds E. One hundred fifty (150) feet; S 40 degrees, 30 Minutes, 00 Seconds E Four hundred forty eight (448) feet; N 30 degrees, 10 Minutes, 00 Seconds E Four hundred fifty-two (452) feet to land now or formerly of Humphries; thence along said land of Humphries N 60 degrees, 56 Minutes, 30 Seconds E Two hundred eighty-five and eight one hundredths (285.08) feet to land now or formerly of Bister; thence along said land of Bister and land of the seller the following courses and distances; S 22 degrees, 29 Minutes, 30 Seconds W Two hundred seventy-two and seventy-six one hundredths (272.76) feet; South 67 degrees, 30 Minutes, 30 Seconds W twenty-one (21) feet; S 18 degrees, 26 Minutes, 58 Seconds W Six hundred nine and three one hundredths (609.03) feet; S 29 degrees, 46 Minutes, 00 Seconds W One hundred seventy-eight and seventy one hundredths (178.70) feet to a point of curve; thence on a curve to the left with a radius of one hundred (100) feet one hundred thirty-three and two one hundredths

(133.02) feet; thence N 43 degrees, 33 Minutes, 00 Seconds E twenty (20) feet to a point on a curve; thence on a curve to the left with a radius of eighty (80) feet forty-eight and sixty-five one hundredths (48.65) feet to a point of tangent; thence S 81 degrees, 17 Minutes, 30 Seconds E two hundred seventy-five and forty-one one hundredths (275.41) feet; S 81 degrees, 31 Minutes, 10 Seconds E one hundred sixty-six and four one hundredths (166.04) feet; N 61 Degrees, 27 Minutes, 10 Seconds E Sixty-nine and forty-nine one hundredths (69.49) feet; S 53 degrees, 43 Minutes, 20 Seconds E Twenty-five (25) feet to the center line of proposed road fifty feet in width to be called DeLancey Cove Road East; thence southerly along center line of said road on a curve to the left with a radius of Eighty (80) feet Ninety-five and fifty-five one hundredths (95.55) feet to a point of tangent; thence S 32 degrees, 29 Minutes, 30 Seconds E one hundred eight and forty-eight one hundredths (108.48) feet; thence along the land of the seller S 57 degrees, 30 Minutes, 30 Seconds W One hundred forty-eight and thirty one hundredths (148.30) due west one hundred Thirty-seven and ninety-two one hundredths (137.92) feet; S 59 degrees, 18 Minutes, 00 Seconds W three hundred sixty (360) feet S 4 degrees, 44 Minutes, 00 Seconds E Fifty-two (52) feet; S 28 degrees, 12 Minutes, 10 Seconds E One hundred eleven and sixty-seven one hundredths (111.67) feet to the center line of proposed road fifty feet in width and to be called Delancey Cove Road West; thence along the center line of said proposed road N 88 degrees, 30 minutes, 00 seconds E one hundred six and forty-four one hundredths (106.44) feet to a point of curve; thence on a curve to the left with a radius of Two hundred twenty-five (225) feet seventy-eight and fifty-four one hundredths (78.54) feet; thence S 21 degrees, 30 Minutes, 00 Seconds E Eight and fifty one hundredths (8.50) feet to a point on a curve; thence on a curve to the left with a radius of eighty-four and eighty-six one hundredths (84.86) feet thirty-eight and forty-three one hundredths (38.43) feet to a point of tangent, said point of tangent being in the center line of proposed road thirty-three feet in width, and to be called DeLancey Cove Road North; thence along said center line S 42 Degrees, 33 Minutes, 00 Seconds W Eighty-eight and thirty-one one hundredths (88.31) feet; thence along land of the seller S 37 degrees, 20 Minutes, 20 Seconds E One hundred fifty-seven and thirty-three one hundredths (157.33) feet to the center line of proposed road thirty-three feet in width and to be called DeLancey Cove Road South; thence along said center line on a curve to the left with a radius of One Hundred ninety-one and fifty one hundredths (191.50) feet thirty-four and ninety-five one hundredths (34.95) feet to a point of tangent; thence S 54 degrees, 08 Minutes, 00 Seconds W One hundred four (104) feet to a point of curve; thence on a curve to the right with a radius of Four hundred thirty-one and fifty one hundredths (431.50) feet one hundred eleven and twenty-one one hundredths (111.21) feet to a point of compound curve; thence on a curve to the right with a radius of fifty-two (52) feet One hundred four and sixty-nine one

hundredths (104.69) feet; thence N 85 degrees, 45 Minutes, 00 Seconds W Sixteen and one half (16 1/2) feet to the land of the seller; thence along land of the seller N 52 degrees, 00 Minutes, 20 Seconds W One hundred three and sixty-seven one hundredths (103.67) feet; N 32 degrees, 58 Minutes, 00 Seconds W one hundred ninety and seven one hundredths (190.07) feet to the center line of the proposed road fifty feet in width to be called Delancey Cove Road West; thence along said center line on a curve to the left with a radius of Four hundred forty-five (445) feet Fifty-seven and sixty-three one hundredths (57.63) feet to a point of tangent; thence S 53 degrees, 45 Minutes, 00 Seconds W One hundred fifteen (115) feet to a point of curve; thence on a curve to the left with a radius of One hundred forty-five (145) feet Forty-two and five one hundredths (42.05) feet to a point of compound curve; thence on a curve to the left with a radius of one hundred nineteen and seventy-three (119.73) one hundredths feet One hundred twenty-three and ninety-eight one hundredths (123.98) feet; thence along land of the seller S 61 degrees, 07 Minutes, 00 Seconds W One hundred and seventy-five and eighty-three one hundredths (175.83) feet to the easterly side of Prickley Pear Inlet; thence along the shore line of Prickley Pear Inlet the following courses and distances; N 46 degrees, 15 Minutes, 10 Seconds W Twelve and forty-three one hundredths (12.43) feet; N 00 Degrees, 28 Minutes, 00 Seconds W Twenty-nine and twenty-five one hundredths (29.25) feet, N 45 Degrees, 18 Minutes, 40 Seconds E Thirty-three and fifty-three one hundredths (33.53) feet; N 50 degrees, 30 Minutes, 00 Seconds E Thirty-three and fifty-eight one hundredths (33.58) feet; N 3 degrees, 00 Minutes, 00 Seconds E Thirty-four and thirty-six one hundredths (34.36) feet; N 65 degrees, 48 Minutes, 30 Seconds E Fifty-three and ninety-four one hundredths (53.94) feet; N 59 Deg. 26' 30" E Fifty and seventy-three one hundredths (50.73) feet; N 33 Deg 38' 30" E Thirty-six and ninety-two one hundredths (36.92) feet; N 37 Deg 00' 00" E One hundred twenty-two and five one hundredths (122.05) feet; N 40 Deg 56' 20" E Fifty-three and thirteen one hundredths (53.13) feet; S 47 Deg 40' 00" W Thirteen and seventy-two one hundredths (13.72) feet; S 74 Deg 52' 00" W Forty-one and forty-one one hundredths (41.41) feet; S 48 Deg 20' 30" W Thirty-three and nineteen one hundredths (33.19) feet; S 63 Deg 05' 30" W Fifty-three and forty-nine one hundredths (53.49) feet; S 55 Deg. 49' 50" W One hundred seventeen and seventy-five one hundredths (117.75) S 69 Deg. 51' 40" W. Thirty-five and eighty-seven one hundredths (35.87) feet; N 58 Deg. 50' 50" W Seventeen and eighty-four one hundredths (17.84) feet; S 22 Deg. 02' 00" W Nineteen and fifty-one one hundredths (19.51) feet; N 44 Deg. 00' 40" W Forty and sixty-nine one hundredths (40.69) feet; N 27 Deg. 24' 50" W Thirty-four and sixty-seven one hundredths (34.67) feet; N 43 Deg. 59' 10" W Sixty and eighty-one one hundredths (60.81) feet; N 35 Deg 20' 40" E Twenty-two and eighty-six one hundredths (22.86) feet; N 17 Deg 48' 40" W Eleven and eighty-six one hundredths (11.86) feet; N 48 Deg. 20' 30" E Twenty-four and

sixty-six one hundredths (24.66) feet; N 19 Deg 17' 10" E Sixteen and eighty-three one hundredths (16.83) feet; N 23 Deg. 09' 40" E Thirty-nine and fifty-one one hundredths (39.51) feet; N 39 Deg. 56' 00" E Twenty-seven and twenty-four one hundredths (27.24) feet; N 34 Deg. 30' 40" E Fifty and four one hundredths (50.04) feet; N 35 Deg. 31' 00" E Nineteen and eighty-three one hundredths (19.83) feet; N 20 Deg 37' 00" E Forty and eighty-five one hundredths (40.85) feet; N 35 Deg. 46' 10" E Thirty-five and six one hundredths (35.06) feet; N 20 Deg. 38' 40" E Thirty and eight one hundredths (30.08) feet; S 61 Deg. 27' 10" W Ten and thirty-one one hundredths (10.31) feet; S 38 Deg 58' 30" W Twenty and fifty-nine one hundredths (20.59) feet; S 23 Deg. 35 Min 10" W Twenty-two and thirty-six one hundredths (22.36) feet; S 35 Deg. 33 Min 20" W Fifty-six and ninety-nine one hundredths (56.99) feet; S 4 Deg. 31' 20" W Fourteen and thirty-six one hundredths (14.36) feet; S 32 Deg 50' 30" W Forty-five and forty one hundredths (45.40) feet; S 33 Deg 46' 20" W Forty-three and eighty-one one hundredths (43.81) feet; S 13 Deg 20' 20" W Twenty-five and eighty-one one hundredths (25.81) feet; S 47 Deg. 37' 40" W Thirteen and twenty-seven one hundredths (13.27) feet; S 54 Deg. 49' 10" W Twenty-six and forty-one one hundredths (26.41) feet; S 30 Deg. 53 Min. 30" W Thirty-nine and sixty-nine one hundredths (39.69) feet; S 18 Deg. 35' 50" E Fifty-nine and sixty-three one hundredths (59.63) feet; N 64 Deg 21' 10" W Fifty-one and twenty-five one hundredths (51.25) feet; N 76 Deg 59' 10" W Twenty and thirty-three one hundredths (20.33) feet; S 79 Deg 13' 30" W Fifteen (15) feet S 55 Deg 43' 30" W Twenty-five and eight one hundredths (25.08) feet; S 72 Deg 21' 10" W Thirty-nine and twenty-eight one hundredths (39.28) feet; S 52 Deg 39' 40" W Forty-three and sixteen one hundredths (43.16) feet; S 42 Deg. 03' 00" W Forty-five and eighteen one hundredths (45.18) feet; S 73 Deg 19' 50" W Thirty-one and sixteen one hundredths (31.16) feet; S 76 Deg 44' 10" W Twenty-seven and sixty-three one hundredths (27.63) feet; N 41 Deg 58' 40" W Seventeen and eighteen one hundredths (17.18) feet; N 41 Deg 54' 10" W Twelve and thirty-eight one hundredths (12.38) feet; N 65 Deg 01' 30" W Thirty and eighty-one one hundredths (30.81) feet; N 85 Deg 20' 30" W Twenty-five and ninety-three one hundredths (25.93) feet; S 43 Deg 06' 40" W Fifteen and ten one hundredths (15.10) feet; S 54 Deg 09' 30" W Forty-one and seven one hundredths (41.07) feet; S 59 Deg 56' 10" W Twenty-one and nineteen one hundredths (21.19) feet; N 49 Deg 07' 00" W Twenty-three and forty-one hundredths (23.40) feet; S 31 Deg 05' 50" W Twenty-five and eighty-six one hundredths (25.86) feet; S 76 Deg. 32' 30" W Twenty and eighty-five one hundredths (20.85) feet; S 55 Deg 23' 30" W Eighteen and one one hundredths (18.01) feet; S 13 Deg. 56' 30" E Twelve and thirty-six one hundredths (12.36) feet; N 77 Deg 13' 00" E thirty-four and fifty-five one hundredths (34.55) feet; S 77 Deg 16' 00" E Forty-eight and ninety-three one hundredths (48.93) feet; S 9 Deg. 03' 30" W. Twenty-three and sixty-seven one hundredths (23.67) feet; S 23 Deg 06' 30" W Thirty and

fifty-one one hundredths (30.51) feet; S 56 Deg 21' 00" W Nineteen and seventy-nine one hundredths (19.79) feet; S 18 Deg. 35' 00" E Thirty-four and eighty-three one hundredths (34.83) feet; S 3 Deg 43' 40" E Twenty-five and fifty one hundredths (25.50) feet; S 57 Deg 46' 10" W Nineteen and eighty-six one hundredths (19.86) feet; S 65 Deg. 01' 30" W Thirteen and twenty-three one hundredths (13.23) feet; S 1 Deg 04' 40" E Fourteen and fifty-three one hundredths (14.53) feet; S 66 Deg. 52' 20" E Fifteen and three one hundredths (15.03) feet; S 74 Deg 08' 10" E Twenty and twenty-eight one hundredths (20.28) feet; S 57 Deg 26' 10" E Twenty-four and nineteen one hundredths (24.19) feet; to the northeasterly corner of Lot Number 10 as shown on Map of Palmer Hommocks dated August 25, 1896 and filed in the Westchester County Register's Office August 25, 1898 as Map Number 1334; thence along the northwesterly side of Lot 10 and Lot 11 as shown on said map S 56 Deg 07' 50" W Two hundred eighty-nine and four one hundredths (289.04) feet to the center line of Hommocks Road to be widened to fifty feet; thence along said center line of Hommocks Road N 37 Deg 49' 28" W Sixty-two and ninety one hundredths (62.90) feet; N 38 Deg 04' 20" W Four hundred eighty and two one hundredths (480.02) feet; thence along land of the seller N 52 Deg 07' 40" E One hundred ninety-five (195) feet; N 18 Deg 16' 00" E one hundred eighty-five (185) feet; N 27 Deg, 40' 20" E Two hundred fifty-two and twenty-two one hundredths (252.22) feet to a point called "O", said point being center line of the proposed road fifty feet in width to be called Eagle Knolls Road; thence along center line of said road on a curve to the right with a radius of two hundred five and fifty one hundredths (205.50) feet forty and thirty-nine one hundredths (40.39) feet to a point of tangent; N 51 Deg 04' 00" W one hundred fifty (150) feet to a point of curve; thence on a curve to the left with a radius of three hundred ninety-three and fifty one hundredths (393.50) feet Fourty-four and sixty-four one hundredths (44.64) feet; thence along land of the seller N 30 Deg 30' 00" W Three hundred seventy-seven (377) feet; thence S 39 Deg 01' 20" W Three hundred seventy-eight and forty-seven one hundredths (378.47) feet to the center line of said Eagle Knolls Road; thence along the center line of said road S 89 Deg, 46' 00" W Two hundred ninety-four and fifty-five one hundredths (294.55) feet to the center line of Hommocks Road; thence N 49 Deg, 47' 00" W Two hundred fifty-seven and twenty-eight one hundredths (257.28) feet; N 50 Deg, 12' 50" W Nineteen and forty-eight one hundredths (19.48) feet; thence N 33 Deg, 08' 00" E Fifteen and ninety one hundredths (15.90) feet to the point or place of beginning.

EXCEPTING plot bounded and described as follows: BEGINNING at a point called "A" S 33 Deg, 59' 30" E One hundred six and ninety-four one hundredths (106.94) feet; N 48 Deg, 04' 00" E twenty-eight (28) feet; S 10 Deg, 41' 00" E One hundred fifty-eight and twenty one hundredths (158.20) feet; S 25 Deg, 55' 00" East ninety-four and eleven one hundredths (94.11) feet; N 63 Deg, 06' 20" E Eighty-two and twenty-eight one hundredths (82.28) feet; N 41 Deg, 30' 00" W Fourteen and twenty-

six one hundredths (14.26) feet; N 18 Deg, 54' 10" E Three hundred sixty-nine and forty-five one hundredths (369.45) feet to a point called "B"; thence S 47 Deg, 29' 30" W One hundred twenty-nine and thirty one hundredths (129.30) feet to the point or place of beginning. EXCEPTING: BEGINNING at a point in the center line of a proposed road fifty feet in width and called Eagle Knolls Road, which point is distant One hundred eighty-nine and ninety-two one hundredths (189.92) feet southeasterly and measured along the center line of said road from a point called "C"; thence along center line of said proposed road S 42 deg, 29' 00" E Ninety-one and three one hundredths (91.03) feet to a point of curve; thence on a curve to the left with a radius of eighty-five and fifty one hundredths (85.50) feet one hundred fifty-eight and twenty-four one hundredths (158.24) feet to a point of reverse curve; thence on a curve to the right with a radius of Ninety-five and fifty one hundredths (95.50) feet seventy-four and forty-one one hundredths (74.41) feet to a point of compound curve; thence on a curve to the right with a radius of eighty (80) feet one hundred twenty six and sixty one hundredths (126.60) feet to a point of reverse curve; thence on a curve to the left with a radius of two hundred eighty-four and sixty-three one hundredths (284.63) feet ninety-nine and fifty-three one hundredths (99.53) feet to a point of tangent; thence S 33 Deg 14' 45" E Seventy-six and twenty-one one hundredths (76.21) feet; thence along land of the seller the following courses and distance: S 79 Deg, 49' 30" W Two hundred eighty-two and sixty-nine one hundredths (282.69) feet; N 80 Deg, 28' 10" W Two hundred fifty and thirty-eight one hundredths (250.38) feet; N 25 deg, 16' 00" W seventy and seventy one hundredths (70.70) feet; N 35 Deg, 34' 00" E two hundred eight and eighty-one one hundredths (208.81) feet to the point or place of beginning. EXCEPTING plot bounded and described as follows: BEGINNING at a point which point is N 51 Deg, 33' 30" E eighty-two and twenty one hundredths (82.20) feet; N 82 Deg. 38' E. seventy-three and eighty one hundredths (73.80) feet; N 56 Deg, 11' E eighty-five (85.0) feet from another point on the northeasterly side of Hommocks Road as now laid out, said point being distant eight hundred thirty one and fifty one hundredths (831.50) feet southeasterly from another point formed by the intersection of the southeasterly side of Boston Post Road with the northeasterly side of Hommocks Road; thence N 1 Deg, 59' W seventy-seven and ninety one hundredths (77.90) feet; N 28 Deg, 06' E One hundred one and sixty one hundredths (101.60) feet; S 43 Deg, 10' 10" E two hundred seventy-five and eighty-four one hundredths (275.84) feet; S 57 Deg, 30' 20" W sixty-four and fifty-eight one hundredths (64.58) feet; S 83 Deg, 46' 50" W twenty-eight (28) feet; S 64 Deg 44' 50" W fifty-eight and twenty-eight one hundredths (58.28) feet; N 48 Deg, 49' 30" W One hundred seventeen and sixty-four one hundredths (117.64) feet; N 28 Deg, 41' 20" W twenty-one and forty-eight one hundredths (21.48) feet to the point or place of beginning. TOGETHER with the appurtenances and all the estate

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and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its successors and assigns forever SUBJECT to the zoning ordinances and amendments thereto of the Villages of Larchmont and Mamaroneck, Westchester County, New York, and SUBJECT to the zoning ordinances and amendments thereto of the Town of Mamaroneck, Westchester County, New York ALSO SUBJECT to mortgage liens of record affecting the premises or any part thereof, record liens as of the date hereof. SUBJECT to a purchase money mortgage in the principal sum of three hundred thousand ($300,000.00) Dollars, intended to be delivered and recorded simultaneously herewith. The grantee, by the acceptance of this DEED does for itself, its successors and assigns, hereby covenant and agree with the grantor as follows: That in the event that the premises herein described or any part thereof shall cease to be used as a golf course and/or golf club and/or country club, that the premises herein described and each and every part thereof shall be subject to the following covenants and restrictions:

1. That no manufactory, trade or business whatsoever shall be erected, maintained or permitted upon the premises hereby conveyed. The term "business" shall be deemed to prohibit the operation or maintenance of a boarding or lodging house, and any owner, tenant or occupant of any portion of the property, who shall permit a paying guest to reside on the premises, or shall house or keep one or more guests for the purpose of making a money profit, shall be deemed to violate the provisions of this paragraph; however, the restriction against paying guest shall not be deemed to include members of families related by blood or marriage who may jointly maintain a dwelling as a permanent residence. 2. That the Grantee will not erect or cause, procure or suffer to be erected or maintained, any building except one private dwelling house upon each numbered plot as shown on said map designed for the occupancy of one family only; however, if in the sole judgment of the Grantor any parcel of land on said map (consisting of one or more plots or parts thereof) with a highway or water frontage of not less than 100 feet, can be sold or improved as an independent parcel, without injury to the general scheme of development, the Grantor reserves the exclusive right and privilege of improving or conveying to purchasers any plot or parts of plots shown on said map as one independent parcel for development or improvement by the erection of a dwelling and other improvements thereon within the limitations of those restrictions; and the delivery by the Grantor of a deed of any parcel (without special restrictions) shall permit the Grantee therein to improve said parcel in the same manner as though the parcel conveyed had the entire lot area required under this paragraph. The dwelling to be erected upon the premises conveyed by this deed shall have a construction cost of not less than the sum of $---but the Grantor reserves the right to stipulate the minimum construction cost of dwellings on other parcels shown on said map at sums

in excess of or less than the cost herein provided. 3. That no portion of a dwelling house or other structure (the setback not to apply to porch steps or entrance steps, eaves, cornices, chimneys, bay windows, or projections above first story over face of foundation walls) shall be erected within (50) feet of Orienta Avenue or of the shore line of any lot, as shown on said map or within (40) feet of the line of any other highway shown on said map, except however, that on corner plots dwellings shall be set back not less than 25 feet from the side street or highway, if permitted under the Zoning Ordinances of the Village or Town of Mamaroneck. 4. An automobile garage suited to the use of the dwelling house, may be constructed and maintained within or under the structure of such dwelling or may be attached to and made an integral part thereof, provided it shall conform with the general exterior design of said dwelling and further provided no part of such garage shall encroach upon the aforementioned set back restrictions. The Grantor may permit the erection of a detached garage or other structures upon any part of a building plot when the Grantor in its sole discretion deems the topographical conditions make it impractical to conform with the general plan or where, in the sole judgment of the Grantor, the erection and maintenance of such garage or other structures would not be harmful to or detract from the general plan of improvement and provided such garage or other structures shall be located at least fifty feet from the line of the highway on which it or they may front, except on corner plots, in which event any garage or other detached structure for which a permit shall be granted shall be located at least fifty feet from the line of the main highway and at least twenty-five feet from the side highway on which said garage or other structure may front or be adjacent to. 5. That no wooden fence whatsoever, or tennis court, or any fence, wall or enclosure, shall be erected or permitted upon any portion of the property hereby conveyed unless first approved by the written consent of the Grantor. 6. That no camp, tent, or temporary habitation of any character shall be erected or maintained upon the land hereby conveyed without the written consent of the Grantor. 7. That no boat house, bath house, private dock, pier or landing stage or structure of any character shall be erected or maintained at or upon the shore line of any plot which has a direct water frontage, as shown on said map or upon the land under water in front of such plot, without the written consent of the Grantor first obtained, but this restriction shall not be construed to prohibit the construction or maintenance of a private bathing beach without bath houses or other structures, excepting bathing floats, on or in front of such plot. No refuse or garbage of any character shall be deposited in front of a short front plot. 8. No operations shall be begun upon the excavation for, construction or erection of any structure upon the land hereby conveyed or of any remodeling of the exterior of any such structure, until the Grantee shall have delivered to the Grantor two

sets of specifications and plans showing the building proposed to be erected or the proposed remodeling, together with color scheme of the exterior thereof nor until the Grantor shall have evidenced his approval of the proposed design, exterior color scheme and location by signing and delivering to the Grantee one set of said specifications and plans, the other set of which shall be retained by the Grantor. Thereafter such building shall be located and constructed in conformity with such approved plans and specifications. 9. The Grantor reserves the right and privilege of altering or modifying the setback and other restrictions set forth in this deed, if so requested by the Grantee or assigns, and to impose other and different restrictions in any future deed or conveyance of land shown on the map herein described, or on any other map subdivision of the same property. 10. No provision of the foregoing restrictive covenants shall be construed to prohibit or preclude the Grantor from designating, setting apart, leasing or conveying portions of the property shown on said map or maps or adjacent thereto for the benefit and enjoyment of the owners of plots, as private bath houses, bathing beaches, private boat houses, landing piers or docks, to be improved with the necessary structures or equipment or for any purpose deemed by the Grantor to be for the common interest and benefit of the owners and occupants of the properties shown on map. 11. The Grantor reserves the right to lease or sell portions of the property shown on said maps or adjacent thereto for use as a community or private beach club, a community or private riding club, a community or private yacht club, or a community or private golf or country club, with the right to authorize the erection, construction and maintenance of the necessary buildings and improvements for such purposes. 12. The Grantor, its successors and assigns, reserves the right in its sole discretion to plot into residential plots and to sell the same, any of the property or portions thereof shown on said maps or adjacent thereto, which may at any time be leased or set aside as a community or private beach club, a community or private riding club, a community or private yacht club, or a community or private golf or country club, subject, however, to the same uniform restrictions as herein set forth. 13. That for the purpose of establishing and maintaining a uniform and efficient drainage system for the mutual protection of owners of plots, the location, equipment and character of storm water, roof leader, or other house drains or other drainage systems, and the plans therefor, shall be submitted to the Grantor for approval and the written consent of the Grantor thereto obtained before installation. 14. It is expressly understood and agreed that the several covenants on the part of the Grantee herein specified, subject to such alterations and modifications as the Grantor shall hereafter make, shall attach to and run with the land, and it shall be lawful not only for the Grantor, its successors and assigns, but also for the owner of owners of any plot or plots adjoining or in the neighborhood of the premises

above described deriving title from or through the said Grantor, its successors or assigns, to institute and prosecute any action or proceeding at law or in equity against the person or persons violating or threatening to violate the same. 15. The foregoing restrictive covenants shall be deemed to affect and to apply to Plots numbered 1 to 61, both inclusive, as shown upon said map and to no other property plotted and shown upon said map. 16. Plots Nos. 49 to 61, both inclusive, on said map are conveyed subject also to the additional restrictive covenants contained in a deed from Ella Cecelia Howell to Alvan W. Perry, dated July 17th, 1917, and recorded in said Register's office in Liber 2150 of Conveyances page 247. 17. The covenants herein set forth, subject to such alterations and modifications as the Grantor may hereafter make, are hereby declared to be and shall be covenants attached to and running with the land, hereby conveyed, and all of such covenants shall bind and inure to the benefit of the heirs, executors, successors and assigns of the parties hereto. AND said S. M. H. CORPORATION covenants as follows: FIRST, That the said S. M. H. CORPORATION is seized of the said premises in fee simple, and has good right to convey the same. SECOND: That the party of the second part shall quietly enjoy the said premises. THIRD: That the said premises are free from encumbrances EXCEPT as hereinbefore set forth. FOURTH: That the party of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH: That the said S. M. H. CORPORATION will forever warrant the title to the said premises. IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

In presence of: (L. S.) S. M. H. CORPORATION

ATTEST: BY W. W. SALMON

Creleyh Mauents President.

Asepo. Sec.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS: On the 18th day of June, 1928 before me came W. W. SALMON, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Mamaroneck, New York; that he is the President of the S. M. H. CORPORATION, the corporation described 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 Directors of said corporation and that he signed his name thereto by like order.

(L. S.) C. A. FERLING, Notary Public

Westchester County Cert. filed in N. Y. Co. No. 364, Reg. No. 0-279 Commission expires March 30, 1930.

The foregoing instrument was endorsed for record as follows: The land

affected by this instrument lies in the Town of MAMARONECK, County of Westchester, New York.

A true copy of the original Deed and acknowledgment thereof recorded June 25, 1928 at 9. A. M. At request of: HARRIS & TOWNE

Register.

PASQUALE SOLLITTO & W. :

TO :

CAMILLO NAPOLETANO : THIS INDENTURE, made the 15th day of June, nineteen hundred and twenty-eight,

BETWEEN: PASQUALE SOLLITTO and FANNIE SOLLITTO, his wife, formerly residing at No. 170 Spring Street, City, County and State of New York, now residing at No. 1012 41st Street, Borough of Brooklyn, New York City, party of the first part, and CAMILLO NAPOLETANO, residing at No. 34 Watts Street, in the Borough of Manhattan, City, County and State of New York, party of the second part; WITNESSETH, that the party of the first part, in consideration of TWO HUNDRED AND FIFTY ($250.) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs and assigns forever, ALL those certain lots, pieces or parcels of land, situate, lying ad being in the Town of GREENBURGH, County of Westchester and State of New York, known and designated as lots numbers 48 and 50 in Block 9, on a certain map entitled "Map of Building Lots and Villa Sites at Elmsford Park, Westchester Co., N. Y., Town of Greenburgh", made by Ward Carpenter & Son, C. E's, May 5, 1891, and filed in the Office of the Register of Westchester County, Sept. 25, 1893, as Map No. 1094. SUBJECT to the Zoning Ordinance of the Town of Greenburgh and amendments thereto.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises, TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, his heirs and assigns forever. AND the said parties of the first part covenant as follows: FIRST: That said parties of the first part are seized of the said premises in fee simple, and has good right to convey the same; SECOND: That the party of the second part shall quietly enjoy the said premises; THIRD: That the said premises are free from encumbrances; EXCEPT as above stated; FOURTH: That the party of the first part will execute or procure any further necessary assurance of the title to said premises; FIFTH: That said parties of the first part will forever warrant the title to said premises.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In presence of:

L 2934
cp 414

of fifteen (15) years from October 1, 1926. SUBJECT to any local or municipal ordinances, or amendments thereto, as now exist or later adopted by the municipal authorities. AND the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever. IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer, the day and year first above written.

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- - - - - - - (L.S.) SONN VIEW DEVELOPMENT CORP.
BY HENRY SONN,
President.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.: On the 18th day of April, nineteen hundred and twenty - nine, before me came HENRY SONN, to me known, who, being by me duly sworn, did depose and say: that he resides in the Borough of Manhattan, City of New York; that he is the President of SONN VIEW DEVELOPMENT CORP., the corporation described 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 Directors of said corporation; and that he signed his name thereto by like order.

JOSEPH C. KOENIGSBERG, (Joseph C. Koenigsberg) Notary Public, Bronx Co. N. Y. Bronx Co. Clerk's No. 91, Register's No. 9122A New York Co. Clerk's No. 479 Reg. No. K 689 Kings Co. Clerk's No. - - -, Reg. No. - - - Cert. filed in Westchester Co. Clk. & Reg. Office . Commission expires March 30, 1931.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF NEW CASTLE, in the County of Westchester, N. Y.

A true copy of the original DEED and acknowledgment thereof recorded April 22nd, 1929, at 9 A. M. At the request of: TICKNOR & TICKNOR.

Register.

S. M. H. CORP. : Agreement.
TO : See L. 1754 cp 131
1765 " 249
HOMMOCKS HOLDING CORP. & OR. : 2863 " 286

THIS AGREEMENT, made the 28th day of March, nineteen hundred and twenty - nine, BY AND BETWEEN S. M. H. CORPORATION, a New York Corporation, with its principal place of business in the City of New Rochelle, County of Westchester

and State of New York; HOMMOCKS HOLDING CORPORATION, a New York Corporation, with its principal place of business at Orienta Point, Town of Mamaroneck, Westchester County, New York, and MARMONT CORPORATION, a New York Corporation, with its principal place of business at No. 2 North Chatsworth Avenue, Town of Mamaroneck, Westchester County, New York; WITNESSETH: WHEREAS, the parties hereto are owners of contiguous property situated on the Boston Post Road, in the TOWN OF MAMARONECK, Westchester County, New York, and / or upon Orienta Point, TOWN OF MAMARONECK, Westchester County, New York, and WHEREAS, certain rights of way exist over some of the property owned by the parties hereto, and the parties are desirous of releasing any and all right they may have with reference to said rights of way. NOW THEREFORE, in consideration of the sum of ONE DOLLAR ($1.00) by each of the parties to the other in hand paid, receipt whereof is hereby acknowledged, AND OF OTHER GOOD AND VALUABLE CONSIDERATIONS, and of the mutual release hereinafter set forth, the parties hereto agree as follows:- FIRST - Each of the parties hereto jointly and severally hereby expressly release all their right, title and interest, claim and demand in and to and over a right of way granted by the Netherlands Corporation, To Ruchmore Realty Corporation, by instrument dated May 15th, 1906, recorded August 1st, 1906, in liber 1765 of deeds, at page 249; and in and to all right, title and interest, claim and demand to right of way reserved in deed by Rushmore Realty Corporation, to Raymond C. Wood, dated May 16th, 1906, recorded May 19th, 1906, in liber 1754 of deeds, at page 131, and recited in subsequent instruments of record. THE parties hereto for themselves jointly and severally hereby further release all right, title and interest in and to any easement or right of way upon and over the tract of land formerly owned by the S. M. H. Corporation, one of the parties hereto, and acquired by the Hommocks Holding Corporation, another of the parties hereto, under deed from S. M. H. Corporation dated June 18th, 1928, recorded June 25th, 1928, in liber 2863 at page 286. IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the duly authorized officers of the corporations, and the seal of said corporations affixed hereto, the day and year above set forth.

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(L.S.) S. M. H. CORPORATION,
BY W. W. SALMON,

(L.S.) HOMMOCKS HOLDING CORPORATION,
BY FRANK H. TWYEFFORT,
Pres.

(L.S.) MARMONT CORPORATION,
BY WESLEY M. MESSERSMITH,
President.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.: On the 27th day of March, 1929, before me came W. W. SALMON, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Mamaroneck, Westchester County, New York; that he is the President of S. M. H. CORPORATION, the corporation described 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 Directors of said corporation, and that he signed his name thereto by like order.

(L.S.) WILLIAM LOWENTHAL, Notary Public,
Queens Co. No. 1076 Reg. No. 2679 Cert. filed in N. Y. Co. No. 389, Reg. No. 9318
Commission expires March 30th, 1929.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.: I, THOMAS M. FARLEY, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, that said Court is a Court of Record, having by law a seal; that WILLIAM LOWENTHAL, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument, was at the time of taking the same, a Notary Public, acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York, a certified copy of his appointment and qualification as Notary Public, for the County of Queens, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York, to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that his signature to such proof or acknowledgment is genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at the City of New York, in the County of New York, this 16 day of Apr. 1929.

(L.S.) THOMAS M. FARLEY,
Clerk.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.: On the 25th day of April, 1929, before me came FRANK H. TWYEFFORT, to me known, who, being by me duly sworn, did depose and say that he resides in Westchester County, New York, that he is the Pres ident of HOMMOCKS HOLDING CORPORATION, the corporation described 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 Directors of said corporation,

and that he signed his name thereto by like order.

WARREN C. DU BOIS (Warren C. Du Bois) Commissioner of Deeds, for City of New York . Residing in Kings County. N. Y. Co. Clerk's No. 51, Register No. 19 D 1 Kings Co. Clerk's No. 19, Reg. No. 1016 Commission expires March 12, 1931.

STATE OF NEW YORK, COUNTY OF NEW YORK, CITY OF NEW YORK, SS.: I, THOMAS M. FARLEY, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, that said Court is a Court of Record, having by law a seal; that WARREN C. DU BOIS, whose name is subscribed to the certificate or proof of acknowledgment of the annexed instrument, was at the time of taking the same, a Commissioner of Deeds in and for said City and County, duly commissioned and sworn, and qualified to act as such; that as such Commissioner of Deeds, he was duly authorized by the laws of the State of New York, to administer oaths and affirmations; to take affidavits andcertify the acknowledgment and proof of deeds and other written instruments to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Commissioner of Deeds, and verily believe that his signature to such proof or acknowledgment is genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at the City of New York, in the County of New York, this 19 day of April, 1929.

(L.S.) THOMAS M. FARLEY,
Clerk.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On the 10th day of April, 1929, before me came WESLEY M. MESSERSMITH, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Mamaroneck, Westchester County, New York; that he is the President of MARMONT CORPORATION, the corporation described 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 Directors of said corporation; and that he signed his name thereto by like order.

R. P. KLINK, Notary Public,
Westchester County.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK, in the County of Westchester, N. Y.

A true copy of the original RELEASE OF RIGHT OF WAY and acknowledgments thereof with certificates recorded April 22nd, 1929, at 11.42 A. M. At the request of: LAWYERS TITLE & GUARANTY CO.

Register.

is seized of the said premises in fee simple, and has good right to convey the same. SECOND.- That the party of the second part shall quietly enjoy the said premises; THIRD- That the said premises are free from encumbrances; EXCEPT as herein stated. FOURTH.- That the party of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH.- That the party of the first part will forever warrant thetitle to the said premises.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto ffixed and these presents to be signed by its duly authorized officers the day and year first above written.

REAL ESTATE SECURITIES COMPANY OF
WESTCHESTER COUNTY
BY W. K. COOLEY
President.
(L.S.) H. L. HEFTY
Treasurer.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On the 9th day of June, nineteen hundred and twenty-eight, before me came WALTER K. COOLEY and HARRY L. HEFTY, to me known, who, beach being by me duly sworn, did each for himself depose and say that they reside in the City of Mount Vernon, N. Y.: that they are the President and Treasurer respectively of REAL ESTATE SECURITIES COMPANY OF WESTCHESTER COUNTY, thecorporation described in, and which executed, the foregoing instrument; that they know 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 Directors of said corporation; and that they signed their names thereto by like order.

FRANCES OSBORN, Notary Public,
Westchester County, N. Y.

The foregoing instrument was endorsed for record as follows: Theproperty affected by this instrument is situate in the TOWN OF EASTCHESTER, in the County of Westchester, New York.

A true copy of the original DEED and acknowledgment thereof recorded June 13, 1928 at 10:58 A. M. At request of COOLEY REALTY CO.

Minie Mutter
Register.

S. M. H. CORPORATION : Agreement
See Sub Agmts L 2860 mp 1-76 & 85
L 2860 " 312
TO
See Release Liber 6696 page 775
WESTCHESTER LIGHTING CO. : AGREEMENT, made this first day of November, in the year one thousand nine hundred and twenty-seven BETWEEN the

S. M. H. CORPORATION, a corporation organized under the laws of the State of New York, having its principal offices located in the City of New Rochelle, in the County of Westchester and State of New York, hereinafter called the "Property Owner") party of the first part, and WESTCHESTER LIGHTING COMPANY, a corporation organized under the laws of the State of New York, having its general offices at First Street and First Avenue, in the City of Mount Vernon, County of Westchester and State of New York (hereinafter called the "Lighting Company") party of the second part, WHEREAS, the Lighting Company has been organized for the purpose of furnishing and supplying gas and electricity for light, heat, power and other purposes; and WHEREAS, the Property Owner is the Owner in fee of a certain tract of land known as "Eagle Hommocks" situate in the Town and Village of Mamaroneck, County of Westchester, State of New York, as shown upon a map of said property entitled - which said map was duly filed in the office of the Register of said County; and WHEREAS, certain streets, roads and avenues, although not yet accepted by the municipal authorities as public streets, have been projected, mapped and partly opened upon the said premises with lots abutting thereon, and the Property Onwer has sold and proposes to sell thereon lots; and WHEREAS, the Property Owner desire the LightingCompany to construct, maintain and operate its mains, pipes and other fixtures and apparatus in the property hereinbefore referred to for the purpose of conducting and transmitting gas for light, heat, power and other purposes; NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the premises, and the covenants herein contained and of the sum of ONE DOLLAR by the Lighting Company to the Property Owners in hand paid, the receipt whereof is hereby acknowledged, the parties hereto hereby agree as follows: FIRST.- The Property Onwer hereby grants and conveys unto the Lighting Company, its successors and assigns, the right, privilege and easement from time to time hereafter of entering upon the said premises and constructing, maintaining and operating through, along, on, under and over the said Streets, Roads and Avenues, as the same are now established or as they may hereafter be laid out upon the said tract, its mains, pipes and other fixtures and apparatus and conducting and transmitting gas in and through such Streets, Roads and Avenues, and supplying the same to the premises abutting thereon and the occupants of such premises and to such other property or persons as the Lighting Company from time to time may desire.

SECOND.- The said mains, pipes and other fixtures and apparatus shall at all times remain and be the property, and subject to the control of the Lighting Company, its successors and assigns. THIRD.- The Lighting Company hereby agrees that in entering upon the said premises, doing such work and conducting and transmitting gas, it will do no greater damage and interfere no further with the use thereof than is reasonably necessary and proper and when

making excavations upon the said premises, it will as far as possible and as soon as practicable restore the same to as good condition for the regular and ordinary use thereof as the premises were in at the time such excavations were commenced. FOURTH.- No other pipes, manholes or conduits shall at any time be laid or constructed in said property within two (2) feet of the gas mains of the Lighting Company, except service pipes and pipes crossing the said gas mains at intersecting streets. FIFTH.- If at any time hereafter it shall become necessary to relocate, repair or replace mains, pipes or other fixtures and apparatus of the Lighting Company upon the property of the Property Owner, by reason of any change of grade of the streets or highways through whichthe same have been laid, or by reason of any other work authorized or permitted by the Property Owner or the Municipality having control of the said streets, as the case may be, such property owner or Municipality shall bear the expense of relocating or repairing the same. SIXTH.- The Property Owner further agrees, upon request of the Lighting Company, to secure the subordination of any and all mortgages, now affecting the said premises, to the rights and easements herebygranted and to execute, acknowledge and deliver or cause to be executed, acknowledged and delivered to the Lighting Company any and all necessary or proper agreements declaring such subordinations. This agreement shall enure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate, the day and year first above written.

S. M. H. CORPORATION
BY W. W. SALMON
President.

ATTEST:
(L.S.) CHAS. F. CATLIN
Secretary.

WESTCHESTER LIGHTING COMPANY
BY B W. STILWELL
FIRST VICE PRESIDENT.

ATTEST:
(L.S.) H. A. DOERING,
Secretary.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.: On this first day of November, in the year 1927, before me personally came W. W. SALMON to me known, who, being by me duly sworn, did depose and say that he resides in the - - - - - - - - - - - - - - - - - - ; that he is the President of the S. M. H. CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of thesaid corporation; that the seal affixed to the said

instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

(L.S.) WILLIAM LOWENTHAL, Notary Public,

Notary Public, Queens Co. No. 1076 Reg. No. 2679 Cert. filed in N. Y. CO. No. 389 Reg. No. 9318 Commission expires March 30th, 1929.

No. 48643 Series B.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.: I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county, DO HEREBY EERTIFY, that said Court is a Court of Record, having by law a seal; that WILLIAM LOWENTHAL, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a Notary Public acting in and for said county, duly commissioned and sworn, and qualified to act as such; thatha has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of Queens, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acnowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 12 day of June, 1928.

(L.S.) WILLIAM T. COLLINS

Clerk.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On this 21st day of May, in the year 1928, before me personally came B. W. STILWELL to me known, who, being by me duly sworn, did depose and say that he resides in the City of Yonkers, New York, that he is First Vice President of the Westchester Lighting Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

A. E. ARNOLD, Notary Public,

Westchester County, N.Y.

The foregoing instrument was endorsed for record as follows: The property affected by this Instrument is situate in the TOWN OF MAMARONECK, in the County of West-

chester, New York.

A true copy of the original EASEMENT and acknowledgment thereof recorded June 13, 1928 at 3:02 P. M.

Atrequest of

A. E. ARNOLD

Register.

RAFFAELE SALZANO & WIFE :

TO :

EBE LAURINO :

THIS INDENTURE, made the 12th day of June, nineteen hundred and twenty-eight BETWEEN RAFFAELE SALZANO, and CATERINA SALZANO, his wife, both residing at 3766 Barnes Avenue, Bronx Borough, New York City, parties of the first part, and EBE LAURINO, residing at 107 Glen Road, Yonkers, County ofWestchester, State of New York, party of the second part: WITNESSETH, that the parties of the first part, in consideration of ONE ($1.00) DOLLAR, lawful money of the United States, AND OTHER VALUABLE CONSIDERATIONS, paid by the party of the secondpart, does hereby grant and release unto the party of the second part, her heirs and assigns forever, ALL those lots of land in the CITY OF YONKERS, County of Westchester and State of New York, known as lots numbers one hundred and twenty-two one hundred and twenty-three, one hundred and twenty-four and one hundred and twenty-five on a certain map entitled, "Map of Wakefield Park, at Wakefield Station on the N. Y., & Harlem R. R. City of Yonkers, N. Y." by Josiah A. Briggs, Civil Engineer, BeFruary 20, 1893, and filed in the office of the Register of the County of Westchester, May 2nd, 1896, as Map Number 1189. SUBJECT to any state of facts, including changes in street line, which an accurate survey would show. SUBJECT to an existing mortgage in the sum of $1625. and interest, now a lien on said premises. SUBJECT to an existing mortgage in the sum of $3875. and interest, now a lien on said premises. SUBJECT to a purchase money mortgage in the sum of $4,000 and interest, delivered and intended to be recorded simultaneously herewith. SUBJECT to zoning restrictions now in force affecting said premises. TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD thepremises herein granted unto theparty of the second part, her heirs and assigns forever. AND said parties of the first part covenat as follows: FIRST.- That said parties of the first part are seized of the said premises in fee simple, and have good right to convey the same; SECOND.- That the party of the second part shall quietly enjoy the said premises; THIRD.- That the said premises are free from incumbrances; EXCEPT as aforesaid. FOURTH.- That the parties of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH.-

L 2873
Cp 394 1815

Aug. in the year nineteen hundred and twenty - eight, before me came GESINA SCHLUMBOHM, to me known to be the individual described in, and who executed the foregoing instrument, and she acknowledged that she executed the same.

JOHN J. DI SESA, Notary Public,

Westchester Co., N. Y.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF YONKERS, in the County of Westchester, N. Y.

A true copy of the original WARRANTY DEED and acknowledgment thereof recorded Aug. 8th, 1928, at 1.30 P. M. At the request of: WESTCHESTER TITLE & TRUST CO.

Register.

S. M. H. CORP.
TO
WESTCHESTER LIGHTING CO. & OR.

Agreement: See Subagreements L 2891 map 209-212 215 & 216
See Release Liber 6696 page 775

AGREEMENT, made this 1st day of November, in the year one thousand nineteen hundred and twenty - seven, BETWEEN THE S. M. H. CORPORATION, a corporation organized under the laws of the State of New York, having its principal offices located in the City of New Rochelle, Westchester County, NewYork, (hereinafter called the "property owner"), party of the first part, and WESTCHESTER LIGHTING COMPANY (having its general offices at 45 South Broadway, City of Yonkers, County of Westchester and State of New York,), and NEW YORK TELEPHONE COMPANY (having its principal office at 140 West Street, Borough of Manhattan, City, County and State of New York), both corporations of theState of New York, parties of the second part. WITNESSETH: WHEREAS, the property owner is the owner in fee of a certain tract ofland known as "Eagle Hommocks", situate in the TOWN AND VILLAGE OF MAMARONECK, County of Westchester, State of New York, as shown upon a map of said property entitled, - - - -, which has been duly filed in the Office of the Register of said County; and WHEREAS, certain streets, roads and avenues upon said premises, although not yet accepted by the municipal authorities as public streets, have been projected, mapped and partly opened with lots abutting thereon; and WHEREAS, the Lighting Company is engaged in furnishing and supplying gas and electricity, and the telephone company in rendering telephone service, and the property owner has applied to the parties of the second part to construct and maintain their poles, wires, cables and other fixtures and apparatus so as to enable them to render their respective services, to, upon, through and over said premises; NOW THEREFORE, in consideration of the premises, and the covenants herein contained, and of the sum of ONE DOLLAR, by each party to the other in hand paid the receipt whereof is hereby

acknowledged, the parties hereto hereby agree as follows:- FIRST:- The property owner, party of the first part hereby grants and conveys unto the parties of the second part, their respective successors and assigns, the right, privilege and easement from time to time hereafter of entering upon the streets, roads and avenues, as the same are now established, or as the same may hereafter be laid out upon the said property, and constructing, maintaining and operating, on, under, over and across the said streets, roads and avenues, underground conduits and receptacles, for the joint use of the parties of the second part for the wires, cables and other fixtures, and apparatus of the said parties of the second part, for conducting and transmitting electricity and rendering telephone service in or along the said streets, roads and avenues, and in the premises abutting thereon, and to the occupants of said premises and to such other property or persons as the parties of the second part from time to time may desire.

SECOND:- It is agreed that the said conduits, wires, cables, and other fixtures and apparatus shall at all times remain the property and be subject to the control of the parties of the second part, their respective successors and assigns.

THIRD:- The parties of the second part hereby agree that in entering upon said premises, doing such work and conducting and transmitting electricity and furnishing telephone service they will do no greater damage and interfere no further with use of the said streets, roads and avenues, than is reasonably necessary and proper when making excavations upon said streets, roads and avenues; and they will as far as possible and as soon as practicable restore the same to as good condition for the regular and ordinary use thereof as they were in at the time such excavations were commenced.

FOURTH:- The property owner further agrees, at its own cost and expense, upon request of the parties of the second part, to secure the subordination of any and all mortgages, now affecting the said premises, to the rights and easements hereby granted and to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered to the parties of the secondpart, any and all necessary or proper agreements declaring such subordinations.

IT IS UNDERSTOOD and agreed that this contract shall bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the property owner, and the parties of the second part have caused these presents to be signed by their respective officers, and their corporate seals to be hereto affixed, the day and year first above written.

(L.S.) S. M. H. CORPORATION

BY W. W. SALMON,

President.

ATTEST:

CHAS F. CATHIN,

Secretary.

WESTCHESTER LIGHTING COMPANY
BY B. W. STILWELL,
First Vice President.

ATTEST:
(L.S.) H.A.DOERING.
SECRETARY.

NEW YORK TELEPHONE COMPANY
BY B. L. JENKS,
Division Plant Supt.

ATTEST:
(L.S.) G. S. WEEDON,
Secretary.

Approved as to form.

CHAS. T. RUSSELL,
General Counsel.
BY J. M.
J. F. F.
Div. Plant Eng'r.

Approved

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On the 21st day of May, in the year 1928, before me personally came B. W. STILWELL, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Yonkers, New York that he is First Vice - President of WESTCHESTER LIGHTING COMPANY, the corporation described in, and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

A. E. ARNOLD, Notary Public,
Westchester County, N. Y.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On the 17th day of July, in the year 1928, before me personally came B. L. JENKS, to me known, who, being by me duly sworn, did depose and say that he resides in the Village of Mamaroneck, N. Y.; that he is the Div. Plant Supt., of NEW YORK TELEPHONE COMPANY, the corporation described in, and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

D. S. ANDERSON, Notary Public,
Westchester Co., N. Y.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.: On the first day of November, in the year 1927, before me personally came WILMER W. SALMON, to me known, who, being by me duly sworn, did depose and say that he resided in the City of Larchmont, that he is the President of the S. M. H. CORPORATION, the corporation described in, and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

(L.S.) WILLIAM LOWENTHAL, Notary Public,

County Notary Public, Queens Co. No. 1076 Reg. No. 2679 Cert. filed in N. Y. Co. No. 389 Reg. No. 9318 Commission expires March 30th, 1929.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.: I, WILLIAM T. COLLINS, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said County, DO HEREBY CERTIFY, that said Court is a Court of Record, having by law a seal; that WILLIWM LOWENTHAL, whose name is subscribed to the annexed certificate of proof of acknowledgment of the annexed instrument, was, at the time of taking the same a Notary Public, acting in and for said County, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York, a certified copy of his appointment and qualification as Notary Public, for the County of Queens, with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York, to protest notes; to take andcertify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that his signature to such proof or acknowledgment is genuine. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court, at the City of NewYork, in the County of New York, this 6 day of Aug. 1928.

(L.S.) WILLIAM T. COLLINS,

Clerk.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK, in the County of Westchester, N. Y.

A true copy of the original AGREEMENT and acknowledgments thereof with certificate recorded Aug. 8th, 1928, at 12.05 P. M. At the request of: WESTCHESTER LIGHTING CO.

Register.

L 295
Cp 482

first above written.

In the presence of

John Hoag, Jr. HUGO C. WOLFF (L.S.)

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On the eighteenth day of June, nineteen hundred and twenty - nine, before me came HUGO C. WOLFF, to me known to be the individual described in, and who executed, the foregoing instrument, and acknowledged that he executed the same.

JOHN HOAG, JR., Notary Public in and for Westchester Co., N. Y.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF WHITE PLAINS, in the County of Westchester, N. Y.

A true copy of the original DEED and acknowledgment thereof recorded June 18th, 1929, at 9 A. M. At the request of: GRIFFIN & HOAG.

Register.

S. M. H. CORP. & OR. : Agreement

TO : For diagram forming part of this record See Map No. 3464

WESTCHESTER LIGHTING CO. :

THIS AGREEMENT, made and concluded this 11th day of June, in the year 1929, BY AND BETWEEN S. M. H. CORPORATION, and HOMMOCKS, HOLDING CORPORATION, both corporations organized under the laws of the State of New York, having their respective offices located in the Village of Larchmont, Westchester County, New York, parties of the first part, and WESTCHESTER LIGHTING COMPANY, also a corporation organized under the laws of the State of New York, having its general offices located at No. 9 South First Avenue, in the City of Mount Vernon, County of Westchester and State of New York, party of the second part; WITNESSETH, that the parties of the first part, for and in consideration of the sum of ONE (1) DOLLAR, lawful money of the United States of America, to them in hand paid at the ensealing and delivery of the se presents, the receipt whereof is hereby acknowledged, AND FOR OTHER GOOD AND VALUABLE CONSIDERATIONS, have bargained and sold and by these presents do grant and convey unto said party of the second part, its successors and assigns, all their right, title and interest in and to that part of the underground electric conduit system consisting of the following:

4 - four inch fibre ducts approximately 3008 feet each or a total of 12,420 feet.

3 - fourth inch fibre ducts approximately 331 feet each or a total of 1029 feet.

2 - four inch iron pipe laterals 45' 6" each or a total of 91 feet.
30 - three inch service ducts to consumers' property, aggregating 850 feet.
24 - three inch service ducts to lamps or a total of 650 feet
24 - Lamp bases 22" x 30" x 30" including concrete foundations for the same.
24 - Ornamental Lantern Type street lights manufactured by Smyser - Royer Co., Manufacturer's No. 230
23 - Manholes 39" diameter with covers for same.
2 - Transformer vaults 8' x 6' x7' with covers for same

And any other fixtures and appurtenances thereto attached or used in connection therewith, as installed for electrical purposes by the parties of the first part, in "Eagle Hommocks" situate in the TOWN AND VILLAGE OF MAMARONECK, County of Westchester, New York, and more particularly shown on a blue print sketch hereto attached and made a part of this agreement, for supplying electric service to the premises abutting thereon, the occupantsof such premises and to such other property or persons as the party of the second part, its successors and assigns from time to time may desire. TOGETHER WITH the right, privilege and easement to enter upon the said "Eagle Hommocks" to operate and maintain the said underground electrical conduit system, through, along, on, and under the streets, roads and avenues in the said "Eagle Hommocks" and in the event of making excavations, to restore the surface of said streets, roads and avenues to as good condition as they were in before such excavations were made, and to install and draw into said ducts and manholes, wires, cables and other fixtures and apparatus for conducting and transmitting electricity in and along said streets, roads and avenues to supply electric service to the premises abutting thereon and to the occupants of such premises, and to such other property or persons as the party of the second part, its successors and assigns from time to time may desire.

THE party of the second part, for the considerations hereinbefore enumerated and in further consideration of the right, privilege and easement to enter upon the said Eagle Hommocks, hereby agrees to operate and maintain the before mentioned underground electrical system as hereinbefore set forth; the parties of the first part to pay for all electric current used in the operation of said system the usual established charge therefor. IT IS FURTHER AGREED that the above electrical underground conduit system and the wires, cables and other fixtures and apparatus above named, shall at all times be and remain the property of and SUBJECT to the control of the party of the second part, its successors and assigns, and the parties of the first part, in consideration of the party of the second part taking over and agreeing to operate and maintain such underground electrical conduit system as aforesaid, represent and guarantee to the party of the second part

that said system is complete in every detail and in first class condition. TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever. AND the parties of the first part, for themselves, their successors and assigns, covenant and agree with the said party of the second part, its successors and assigns, to warrant anddefend the sale of the said electrical underground conduit system as hereinbefore recited and sold to the said party of the second part, its successors and assigns, against all and every person or persons whatsoever, and do further covenant that they are the sold and absolute owners of the said underground electrical conduit system, and that the said underground electrical conduit system is free and clear of any and all liens, mortgages, debts or other like incumbrances, of whatsoever kind or nature, and that they will execute or procure any further assurance of the title to the said underground electrical conduit system. THE party of the second part, in consideration of the premises agree to supply, construct and draw in promptly upon receipt of payment therefor, the wires, cables and appurtenances necessary to supply electrical service through the said underground electrical conduit system. IN WITNESS WHEREOF, the parties of the first part and the party of the second part, have caused these presents to be signed in their respective corporate names, and their corporate seals to be hereunto affixed by their authorized officers, the day and year first above written.

S. M. H. CORPORATION,
BY WILMER W. SALMON,
President.

ATTEST:
(L.S.) CHAS. F. CATLIN,
Secretary.

HOMMOCKS HOLDING CORPORATION,
BY FRANK H. TWYEFFAT,
President.

ATTEST:
(L.S.) WESLEY M. MESSERSMITH,
Secretary.

WESTCHESTER LIGHTING COMPANY,
BY B. W. STILWELL,
FirstVice President.

ATTEST:
(L.S.) WM. L. DIEHL,
Secretary.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On this 11th

day of June, in the year 1929, before me personally came WILMER W. SALMON, to me known, who, being by me duly sworn, did depose and say that he resides in the Town of Mamaroneck, Westchester County, New York, that he is the President of the S. M. H. CORPORATION, the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(L.S.) C. A. FERLING, Notary Public,
Westchester County, New York. Notary Public, Westchester County Cert. filed in N. Y. Co. No. 364, Reg. No. 0 - 279 Commission expires March 30, 1930.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On this 11th day of June, in the year 1929, before me personally came FRANK H. TWYEFFAT, to me known, who, being by me duly sworn, did depose and say that he resides in New Rochelle, Westchester County, N. Y., that he is President of the HOMMOCKS HOLDING CORPORATION, the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

(L.S.) C. A. FERLING, Notary Public,
Westchester County, New York. Notary Public, Westchester County Cert. filed in N. Y. Co. No. 364, Reg. No. 0 - 279 Commission expires March 30, 1930.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS.: On this 19th day of June, in the year 1929, before me personally came B. W. STILWELL, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Yonkers, New York; that he is First Vice - President of the WESTCHESTER LIGHTING COMPANY, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order.

A. E. ARNOLD, Notary Public,
Westchester County, N. Y. Commission expires March 30, 1930.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK, in the County of Westchester, N. Y.

A true copy of the original AGREEMENT and acknowledgments thereof recorded June 21st, 1929, at 9 A. M. At the request of:

WESTCHESTER LIGHTING CO.

Register.

P. THURE BRORSTROM. & W. : Lease.

TO :

CUSHMAN'S SONS, INC. : THIS AGREEMENT, BETWEEN P. THURE BRORSTROM, and E. FLORENCE BRORSTROM, his wife, of Pleasantville, Westchester County, New York, as landlord, and CUSHMAN'S SONS, INC., a New York Corporation, having its principal office at 1819 Broadway, Borough of Manhattan, New York City, as tenant, WITNESSETH: that the said landlord has let unto the said tenant, and the said tenant has hired from the said landlord, store known as Number 31 Wheeler Ave., PLEASANTVILLE, Westchester County, New York, (size 13 x 70) for the term of two years beginning on the first day of June, nineteen hundred and twenty - nine, and ending on the 31st day of May, nineteen hundred and thirty - one, to be used and occupied for the sale of merchandise, upon the conditions and covenants as follows:- 1st.- That the tenant shall pay the annual rent of EIGHTEEN HUNDRED ($1800.) DOLLARS, for the first year and TWENTY - ONE HUNDRED ($2100.00) DOLLARS for the second year, in equal monthly installments of one hundred fifty ($150.) dollars, for the first year, and one hundred seventy - five ($175.) dollars for the second year; in advance on the first day of each and every month during the term demised.

2nd.- That the tenant shall take good care of the demised premises and shall, at its own cost and expense, make all inside repairs, and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, reasonable wear and tear and 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 City Government 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, unless such nuisances, etc. shall be in existence before commencement of said term and shall also promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters for the prevention of fires, at its own cost and expense, but the tenant shall not be called upon to make or construct any addition or improvements to the premises or make any structural additions or repairs to the premises. 4th.- The tenant shall not have the right to assign this agreement, or underlet the premises, or any part thereof, or make any alterations on the premises, without the consent of the landlord. In the event of such assignment, or sub-letting the tenant shall remain liable for the payment of rent. The tenant further agrees that it will not assign this agree-

parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

Sealed and delivered in the presence of Thomas Halstead } E. V. Rushmore (Seal) Thos. L. Rushmore (Seal)

State of New York } ss.
County of Westchester } On this 29th day of July 1873 before me personally came Eliza V. Rushmore and Thomas L. Rushmore to me known to be the individuals described in and who executed the within conveyance and severally acknowledged that they executed the same And the said Eliza V. Rushmore on a private examination by me made separate and apart from her husband acknowledged that she executed the same freely and without any fear from her said husband.

Thomas Halstead
Notary Public Westchester county

A true copy of the Original Deed and acknowledgment thereof Recorded august 15, 1873. at 9. a. m

Russell Barsky

Eliza V. Rushmore & H
To
Samuel M. Dodd } This Indenture made the twenty fifth day of July in the year one thousand eight hundred and Seventy three Between Eliza V. Rushmore of the town of Mamaroneck county of Westchester and state of New York and Thomas L. Rushmore her husband parties of the first part and Samuel M. Dodd of the city of St Louis and state of Missouri party of the second part Witnesseth that the said parties of the first part for and in consideration of the sum of One thousand Six hundred and twenty Dollars lawful money of the United States to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the second

part his heirs executors and administrators for ever released and discharged from the same by these presents have granted bargained sold aliened remised released conveyed and confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to his heirs and assigns for ever All those certain lots pieces or parcels of land situated in the town of Mamaroneck aforesaid and known and designated on a map filed in the office of the Register of Westchester county entitled map of De Lancy Park the property of Thomas L Rushmore Esq situated in the town of Mamaroneck Westchester county New York B. S. Olmstead surveyor by the number two hundred and twelve (212) and two hundred and fourteen (214) bounded and described as follows Viz Beginning at a point on the North Westerly side of Beach avenue as laid down on said map distant two hundred and nine 9/10 feet (209 9/10) North Easterly from the corner formed by the intersection of the North Easterly line of Forrest avenue with the North Westerly line of said Beach avenue thence running Northwesterly along lot number two hundred and fifteen (215) one hundred and fifty (150) feet thence North Easterly along lots numbers two hundred and thirteen (213) and two hundred and eleven (211) one hundred (100) feet thence South Westerly along lot number two hundred and ten (210) one hundred and fifty (150) feet to North Easterly line of Beach avenue thence south Westerly along North Easterly side of Beach avenue to the place of Beginning Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof And Also all the estate right title interest century and right of century property possession claim and demand whatsoever as well in law as in equity of the said parties of the first part of in and to the same and every part and

parcels thereof with the appurtenances To have and to hold the above granted bargained and described premises with the appurtenances unto the said party of the second part his heirs and assigns to his and their own proper use benefit and behoof forever And the said Eliza T. Rushmore for herself her heirs executors and administrators does covenant grant and agree to and with the said party of the second part his heirs and assigns that the said Eliza T. Rushmore at the time of the sealing and delivery of these presents is lawfully seized in her own right of a good absolute and indefeasible estate of inheritance in fee simple of and in all and singular the above granted and described premises with the appurtenances and has good right full power and lawful authority to grant bargain sell and convey the same in manner aforesaid And that the said party of the second part his heirs and assigns shall and may at all times hereafter peaceably and quietly have hold use occupy possess and enjoy the above granted premises and every part and parcel thereof with the appurtenances without any let suit trouble molestation eviction or disturbance of the said parties of the first part their heirs or assigns or of any other person or persons lawfully claiming or to claim the same And that the same now are free clear discharged and unencumbered of and from all former and other grants titles charges estates judgments taxes assessments and encumbrances of what nature or kind so ever And that the said parties of the first part and their heirs and all and every person or persons whomsoever lawfully or equitably deriving any estate right title or interest of in or to the hereinbefore granted premises by from under or in trust for them or either of them shall and will at any time or times hereafter upon the reasonable request and at the proper costs and charges in the law of the said party of the second part his heirs and assigns make do and execute or cause to be made done and executed all and every such further and other

lawful and reasonable acts conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby granted or so intended to be in and to the said party of the second part his heirs and assigns forever as by the said party of the second part his heirs or assigns or his or their counsel learned in the law shall be reasonably advised or required And the said Eliza F. Rushmore her heirs the above described and hereby granted and released premises and every part and parcel thereof with the appurtenances unto the said party of the second part his heirs and assigns against the said parties of the first part and their heirs and against all and every person and persons whomsoever lawfully claiming or to claim the same shall and will Warrant and by these presents forever Defend

And the said party of the second part for himself his heirs and assigns does hereby covenant to and with the said Eliza F. Rushmore her heirs executors and administrators that neither the said party of the second part nor his heirs or assigns shall or will at any time hereafter erect or permit upon any part of the said lot any Slaughter house Smith Shop forge furnace Steam engine brass foundry nail or other iron factory or any Manufactory of gun powder glue varnish Vitriol ink or turpentine or for the tanning dressing or preparing skins hides or leather or any Brewery distillery livery Stable or buildings for any noxious or dangerous trade or business In Witness Whereof the parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written

Sealed and delivered in the presence of Thomas Hatstead

E. F. Rushmore (L.S.)
Thos L. Rushmore (L.S.)

State of New York } ss.
County of Westchester }

On this 30th day of July 1873 before me personally came Eliza F. Rushmore and Thomas L. Rushmore to me known to be the individuals

mentioned and described in the within conveyance and severally acknowledged that they executed the same And the said Eliza V. Rushmore on a private examination by me made separate and apart from her husband acknowledged that she executed the same freely and without any fear from her said husband

Thomas Halstead Notary Public
Westchester County

A true copy of the Original Deed and acknowledgment thereof. Recorded August 15, 1873 at 9 A.M.
James M. Bundy

Eliza V. Rushmore & H
— To —
Francis Hunter & W.

This Indenture made the twenty eighth day of July in the year one thousand eight hundred and seventy three Between Eliza V. Rushmore of the town of Mamaroneck county of Westchester and state of New York and Thomas L. Rushmore her husband parties of the first part and Francis Hunter and Catharine Hunter his wife of the town of Mamaroneck in said county and state aforesaid parties of the second part Witnesseth that the said parties of the first part for and in consideration of the sum of Five hundred and twenty five Dollars lawful money of the United States to them in hand paid by the said parties of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged and the said parties of the second part their heirs executors and administrators for ever released and discharged from the same by these presents hath granted bargained sold aliened remised released conveyed and confirmed and by these present do grant bargain sell alien remise release convey and confirm unto the said parties of the second part and to their heirs and assigns for ever All that certain lot piece or parcel of land situated in the town of Mamaroneck aforesaid and known and designated on a map filed in the office of the Register

AGREEMENT made the 17th day of May, 1955, by and between RUDOLF NOVAK and LIESELOTTE NOVAK, his wife, both residing at 1331 Boston Post Road, Larchmont, New York, hereinafter known as the first party, ESTATE APPRAISAL & VALUATION CO., INC., hereinafter known as the second party, and the HAMPSHIRE COUNTRY CLUB, INC., hereinafter known as the third party.

W I T N E S S E T H :

WHEREAS, the first party is the owner in fee simple of the following described property:

ALL that lot, plot or parcel of land lying, being and situate on the Easterly side of the Hommocks Road in the Town of Mamaroneck, Westchester County, New York, being more particularly bounded and described as follows:

BEGINNING at a point in the Easterly line of the Hommocks Road said point being S 57° 02' 00" E, 428.81 feet as measured along the Easterly line of the Hommocks Road from the intersection formed by the Easterly line of Hommocks Road and the Southerly line of the Boston Post Road and thence from said point of beginning the following courses and distances: N 32° 57' 50" E, 281.53 feet to an angle point, N 16° 58' 20" E, 102.43 feet to a point in the boundary line of lands belonging to Roy E. Halberg; thence Southeasterly along the Halberg line S 57° 02' 00" E, 104.47 feet to the Southwesterly corner of Halberg's land; thence at right angles to the rear line of Halberg's land S 42° 30' 30" E, 50 feet to a point in the boundary line of lands of the Hampshire Country Club; thence Southwesterly along said boundary line S 47° 29' 30" W, 122.95 feet to an angle point; thence Southeasterly along said boundary line of the Hampshire Country Club, S 56° 42' 00" E, 88.00 feet to an angle point; thence Southwesterly through lands of Novak S 33° 08' 00" W, 250 feet to a point in the Easterly line of the Hommocks Road, and Northwesterly along the Easterly line of the Hommocks Road N 56° 13' 50" W, 148.50 feet and N 57° 02' 00" W, 32.59 feet to the point or place of beginning.

and

WHEREAS, the second party is the owner in fee simple of the adjoining premises, and the third party is the lessee of the said adjoining premises, and

WHEREAS, the parties hereto desire to establish that part of a golf tee of the third party now encroaches approximately fifteen (15) feet on the rear line of the premises owned by the first party, and

WHEREAS, the second and third parties recognize that there is such encroachment and agree that they have not and will not perfect any prescriptive right to use or maintain said encroachment, nor will any rights in adverse possession for the ownership of said part of said

golf tee accrue to either the second or third party,

BE IT NOW AGREED that the second and third parties merely have a revocable license to use said part of the golf tee and that the first party or their successors in title shall have the right at any time, but not during the golfing season (April 15th to September 15th), to revoke said license and request that the second or third party remove same immediately. That said request must be in writing and sent by registered mail to the last known addresses of the second and third parties. That the first party shall have the further right of screening the said tee either with shrubbery, hedge or fence at any time during this license.

It is intended that this agreement shall be binding on the second or third parties and their successors and assigns, and said license is to run with the ownership of the premises now owned by the first party.

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

HAMPSHIRE COUNTRY CLUB, INC.

By _____ Treasurer

ESTATE APPRAISAL & VALUATION CO., INC.

By _____ President

_____

Liselotte Novak

LIBER 5471 PAGE 500

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

On this 17th day of May, 1955, before me personally came SAMUEL E. MAGID, to me known, who, being by me duly sworn, did depose and say that he resides at No. 955 Soundview Drive, Mamaroneck, New York; that he is the Treasurer of HAMPSHIRE COUNTRY CLUB, INC., the corporation described 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 Directors of said Corporation; and that he signed his name thereto by like order.

Roger H. Harper

ROGER H. HARPER
Notary Public, State of New York
No. 60-6775650
Appointed For Westchester County
Commission Expires March 30, 1956

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

On this 3 day of June, 1955, before me personally came MILES BREGER, to me known, who, being by me duly sworn, did depose and say that he resides at No. 6434 102nd Street, Forest Hills 74, New York; that he is the President of ESTATE APPRAISAL & VALUATION CO., INC., the corporation described 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 Directors of said Corporation; and that he signed his name thereto by like order.

Maurice S. Greff

MAURICE S. GREFF
NOTARY PUBLIC, State of New York
No. 41-1566409
Qualified in Queens County
Commission Expires March 30, 1957

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

On this 9 day of JUNE, 1955, before me personally came RUDOLF NOVAK and LIESELOTTE NOVAK, to me known to be the individuals described in and who executed the foregoing instrument, and duly acknowledged that they executed the same.

Edward P. Tanenbaum

EDWARD P. TANENBAUM
Notary Public in the State of New York
Appointed for Westchester County
Commission Expires March 30, 1957

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK
County of Westchester, N. Y. A true copy of the original AGREEMENT
RECORDED JUNE 28, 1955 at 9 AM at request of FUERST & TANENBAUM

FEE: $ 5.60 No. 28841 EDWARD L. WARREN, County Clerk.

001770282

13623

TAX STAMPS ATTACHED $ OCT - 9 1970

DEED OF EASEMENT AND RIGHT OF WAY

THIS AGREEMENT made this 6th day of ~~July~~ August, 1970, by and between HAMPSHIRE COUNTRY CLUB, INC., a New York membership corporation, having its principal office at #1107 Delancey Cove Road, Mamaroneck, New York, Lessee-Mortgagee, individually and as agent of ESTATE APPRAISAL AND VALUATION COMPANY, INC., a New York stock corporation, having its principal office at #1441 Broadway, New York, New York, Fee Owner-Lessor, hereinafter jointly referred to as "GRANTOR"; and the WESTCHESTER JOINT WATER WORKS, a public corporation, having its principal office at #1625 Mamaroneck Avenue, Mamaroneck, New York, and the VILLAGE OF MAMARONECK, a municipal corporation, having its principal office at #169 Mt. Pleasant Avenue, Mamaroneck, New York, hereinafter jointly referred to as "GRANTEE".

WITNESSETH:

The Grantor in consideration of the covenants and agreements hereinafter recited and the sum of One ($1.00) Dollar, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the GRANTEE, its successors and assigns forever, a ten (10) foot EASEMENT and a free and uninterrupted and unobstructed RIGHT OF WAY in, under, across and over the property of the GRANTOR, situated in the Village and Town of Mamaroneck, County of Westchester, State of New York, more particularly described as follows:

"Beginning at a point at the southwest corner of Cooper Avenue, thence running along the southerly end of Cooper Avenue N 63° 41' 00" E a distance of 10 feet to a point; thence running through the property of ESTATE APPRAISAL AND VALUATION COMPANY, INC. S 29° 27' 00" E a distance of 46.48 feet to the rear of Lot 7 shown on Subdivision Map of Protano Lane R. O. #12486; thence running along the rear of Lot 7 and part of Lot 8 on the above mentioned map S 19° 09' 00" W a distance of 13.33 feet to a point; thence running through the property of ESTATE APPRAISAL AND VALUATION COMPANY, INC. N 29° 27' 00" W, a distance of 55.41 feet to the southwest corner of Cooper Avenue the point and place of beginning. The within described premises are known as Section 9, Block 72, part of Lot 25 on the Tax Assessment Map.

Said RIGHT OF WAY is conveyed for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to, from time to time, underground pipe or pipes with necessary fittings, appurtenances and attached facilities for the transmission and distribution of water.

Together with the right to the GRANTEE, its successors and assigns, to enter in and upon the premises described above with men and machinery, vehicle and material, at any and all reasonable times, for the purpose of maintaining, repairing, renewing or adding to aforesaid water pipe lines and appurtenances and for doing anything necessary, useful or convenient for the enjoyment of the EASEMENT herein granted.

TO HAVE AND TO HOLD the above granted EASEMENT AND RIGHT OF WAY unto the same GRANTEE, its successors and assigns forever.

The GRANTEE agrees, by the acceptance of this DEED OF EASEMENT and RIGHT OF WAY, that any openings made in connection with any of the purposes of this EASEMENT and RIGHT OF WAY, shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said openings were made.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed the day and year first above written.

HAMPSHIRE COUNTRY CLUB, Inc.

BY _____ President

WESTCHESTER JOINT WATER WORKS

BY _____

VILLAGE OF MAMARONECK

BY _____

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

On this 6 day of ~~July~~ August, 1970, before me personally came Milton Hoffman, to me known who, being duly sworn, did depose and say that he resides at 6 Bedford Lane Larchmont NY, that he is President of the HAMPSHIRE COUNTRY CLUB Inc. the corporation described in and which executed the above 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 Directors of such corporation and that he signed his name thereto by like order.

Helen R. Decker

HELEN R. DECKER
Notary Public in the State of New York
No. 60-1185150
Qualified in Westchester County
Term expires March 30, 1971

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

On this 19th day of ~~July~~ August, 1970, before me personally came GEORGE H. STRAUB, to me known who, being duly sworn, did depose and say that he resides at #10 Bonnie Way, Larchmont, New York, that he is the Manager of the WESTCHESTER JOINT WATER WORKS, the public corporation described 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 Trustees of said corporation, and that he signed his name thereto by like order.

May O'Keefe

MAY O'KEEFE
Notary Public, State of New York
No. 60-2950705
Qualified in Westchester County
Term Expires March 30, 1971

STATE OF NEW YORK)
) SS:
COUNTY OF WESTCHESTER)

On this 15th day of ~~July~~ September, 1970, before me personally came ARMAND J. GIANUNZIO ~~ARTHUR C. PRIDDITS, JR.~~, to me known who, being duly sworn, did depose and say that he resides at ~~Kilbourne~~ 324 Ward Avenue, Mamaroneck, New York, that he is ~~Mayor~~ Clerk-Treasurer of the Village of Mamaroneck, the corporation described 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 Trustees of said corporation, and that he signed his name thereto by like order.

Charlotte A. Wickler

CHARLOTTE A. WICKLER
Notary Public, in the State of New York
Appointed for Westchester County
Commission expires March 30, 1972

WESTCHESTER COUNTY
0 3 8 5 9
REAL ESTATE TRANSFER TAX
Tax Paid
Taxation and Finance
00-000
RP 10357
STATE OF NEW YORK
00.00

LIBER 6952 PAGE 124

RECEIVED
WESTCHESTER COUNTY CLERK
1970 OCT -9 AM 10:01

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

Stat'y Chg. ____
Rec'd Chg. ____
Filing Chg. ____
Cert. Rec'd ____
Cert. Copy ____
Total $ 8.50
48857
Returned

HAMPSHIRE COUNTY CLUB

- to -

WESTCHESTER JOINT WATER WORKS

and

VILLAGE OF MAMARONECK

8.50 B
CPa
00026
10-9-70

EASEMENT AND RIGHT OF WAY

Dated: ~~July~~ Aug. 6th 1970

4P

The land affected by the within instrument lies in the Town of Mamaroneck, County of Westchester, State of New York.

RECORD and RETURN to

FRANCIS A. AULETA, ESQ.
243 Mamaroneck Avenue
Mamaroneck, New York
(914) OW 8-4020

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK
County of Westchester, N. Y. A true copy of the original EASEMENT & RIGHT OF WAY
recorded OCT. 9, 1970 at 10:01 AM

EDWARD N. VETRANO, County Clerk.

T05184143

THIS AGREEMENT made this 19th day of May, 1984, by and between FAIRWAY GREEN, INC., a domestic corporation having its principal place of business at 2251 Palmer Avenue, New Rochelle, New York, and HAMPSHIRE COUNTRY CLUB, INC., a membership corporation organized under the laws of the State of New York, having its principal place of business at Hommocks Road, Mamaroneck, New York.

WHEREAS, FAIRWAY GREEN, INC. is the owner in fee simple of all that certain lot, plot or parcel of land situate, lying and being in the Village and Town of Mamaroneck, Westchester County, New York, a metes and bounds description of which is annexed hereto as Exhibit A; and

WHEREAS, HAMPSHIRE COUNTRY CLUB, INC. is the lessee of all that certain lot, plot or parcel of land situate, lying and being in the Village and Town of Mamaroneck, Westchester County, New York, immediately adjoining the described parcel (Exhibit A) on the south; and

WHEREAS, by indenture made the 27th day of May, 1959, and recorded in the office of the Clerk of Westchester County on the 15th day of June, 1959, in Liber 5917, page 71, HAMPSHIRE COUNTRY CLUB, INC. entered into an easement agreement with Dan E. Elkind, the then fee owner of the property referred to in Exhibit A, wherein and whereby HAMPSHIRE

COUNTRY CLUB, INC. was granted such easement, (a metes and bounds description of which is annexed hereto as Exhibit B), for so long a period of time as it occupies amd uses the premises immediately adjoining the described parcel (Exhibit A) on the south for the full and free right at all times to use the easement premises as and for fairway and rough and such other purposes for which the premises have been and are now being utilized and used by it in connection with the operation of its golf course; and, said easement includes the right and privilege of HAMPSHIRE COUNTRY CLUB, INC. to maintain the above described premises in the normal, usual and ordinary manner connected with the operation of a golf course and for golf course purposes and further provides that said easement is to run with the land; and

WHEREAS, FAIRWAY GREEN, INC. is developing its property and it is desired that, among other things, FAIRWAY GREEN, INC., at its own cost and expense, will do certain drainage work on a portion of property leased by HAMPSHIRE COUNTRY CLUB, INC., as well as construct a pond, a portion of which shall be on the property of FAIRWAY GREEN, INC., a portion of which shall be on the property of FAIRWAY GREEN, INC. encumbered by the easement agreement, and a portion of which pond shall be on the property leased by HAMPSHIRE COUNTRY

CLUB, INC.

NOW, THEREFORE, in consideration of One ($1.00) Dollar and other good and valuable consideration and the mutual covenants herein, the parties mutually covenant and agree for themselves, their respective assigns, as follows:

1. FAIRWAY GREEN, INC. will, at its own cost and expense, do certain drainage work on a portion of property leased by HAMPSHIRE COUNTRY CLUB, INC., as well as construct a pond and do all other work described on and in accordance with the annexed sketch and addendum notes, each of which has been initialled by the parties.

2. All of the work to be performed by FAIRWAY GREEN, INC. will be completed by no later than December 15th 1984, or as may otherwise be mutually agreed upon by and between the parties to this agreement.

3. For the purpose of performing the work described in this agreement, FAIRWAY GREEN, INC., its servants, agents and employees, shall have the free and unobstructed right to enter upon the leased property of HAMPSHIRE COUNTRY CLUB, INC., and easement area, as well as to bring whatever equipment and materials might be required thereon, during the course of the work to be performed by FAIRWAY GREEN, INC., pursuant to this agreement, as follows:

A. At any time after September 15th 1984;

B. At those times prior to September 15th 1984 as may be mutually agreed upon between the parties, it being understood that the consent of HAMPSHIRE COUNTRY CLUB, INC. shall not be unreasonably withheld.

Provided, however, that FAIRWAY GREEN, INC. shall use its best efforts not to interfere with the use of the golf course property by the members of HAMPSHIRE COUNTRY CLUB, INC.

4. It is understood and agreed that during the course of the work to be performed by FAIRWAY GREEN, INC., as recited in this agreement, it will be necessary to have vehicles, equipment and personnel enter upon, as well as cross and re-cross, various parts of the property leased by HAMPSHIRE COUNTRY CLUB, INC., as well as the easement area. In addition, FAIRWAY GREEN, INC. is required to do, among other things, extensive excavating (including blasting and removal of rock and debris), as well as transporting fill by and between various portions of the property leased by HAMPSHIRE COUNTRY CLUB, INC., as well as the easement area. FAIRWAY GREEN, INC. will use its best efforts and do everying practical to have such vehicles, equipment and personnel use the paved paths on the property leased by HAMPSHIRE COUNTRY CLUB, INC., as well

as the easement area, as well as to use recommended routes on and over all of such property in order to minimize any damage or disturbance to it. The parties recognize that some areas of the property leased by HAMPSHIRE COUNTRY CLUB, INC. and the easement area will be disturbed or damaged in the course of the work to be performed by FAIRWAY GREEN, INC., and FAIRWAY GREEN, INC. accordingly agrees to repair and restore any disturbed or damaged areas on such property so as to restore same to its original condition.

5. Subsequent to the completion of the work to be performed by FAIRWAY GREEN, INC. in accordance with this agreement, FAIRWAY GREEN, INC., at its own cost and expense, will maintain and repair any portionof the pond located on its own property with the exception of that portion of the pond located on the easement area (Exhibit B).

6. Subsequent to the completion of the work to be performed by FAIRWAY GREEN, INC., in accordance with this agreement, HAMPSHIRE COUNTRY CLUB, INC., at its own cost and expense, will maintain that portion of the golf course pond on the easement area (Exhibit B) and on the property leased by it to the south. Commencing with January 1st 1985, and for a period up to and including January 1st 2000, FAIRWAY GREEN, INC. will pay to HAMPSHIRE COUNTRY CLUB, INC. the sum

of $1,000. per year on account of its cost for such maintenance and repair, such sum to be paid by no later than January 30th of each year commencing with 1985.

7. All of the terms and conditions of this agreement shall run with the land and shall be binding upon FAIRWAY GREEN, INC., its successors, heirs and assigns, and all other persons and parties claiming through it, and upon HAMPSHIRE COUNTRY CLUB, INC., its successors, heirs and assigns, and all other persons and parties claiming through it.

8. It is agreed that the original and acknowledged executed copy of this agreement shall be recorded in the office of the Clerk of Westchester County at the expense of FAIRWAY GREEN, INC. In the event that either the sketch and/or notes referred to in paragraph 1 of this agreement are unacceptable for recording in the office of the Clerk of Westchester County, the agreement shall nevertheless be recorded with the understanding that such sketch and/or notes, as the case may be, are considered a part of this agreement by reference.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the date first above written.

FAIRWAY GREEN, INC.

By _____
President

ATTEST: _____

HAMPSHIRE COUNTRY CLUB, INC.

By _____
President

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS.:

On the 19 day of May, 1984, before me personally came HOWARD LOEWENTHEIL, to me known, who being duly sworn, did depose and say that he resides at 18 Saldo Circle, New Rochelle, New York; that he is the President of FAIRWAY GREEN, INC., the corporation described 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 Directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC

LEONARD A. WEISS
Notary Public, State of N.Y.
No. [illegible]
Qualified in [illegible] Co.
Term [illegible] 30, 19[illegible]

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS.:

On the 19 day of May, 1984, before me personally came ALAN WEIN to me known, who, being duly sworn, did depose and say that he resides at 137 Darling Avenue, New Rochelle, New York 10804 ; that he is the President of HAMPSHIRE COUNTRY CLUB, INC., the corporation described 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 Directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC

LEONARD A. WEISS
Notary Public, State of N.Y.
No. 60-[illegible]3015
Qualified in Westchester Co.
Term Expires March 30, 19[illegible]

EXHIBIT A

ALL that certain lot, plot or parcel of land, situate, lying and being in the Village & Town of Mamaroneck, County of Westchester and State of New York, known by and as a parcel of land on the southerly side of the Old Boston Post Road, in the Village of Mamaroneck, Westchester County, New York, said lot, plot or parcel of land being more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of Old Boston Post Road, said point being 552.70 feet distant, as measured easterly, along said side of Old Boston Post Road, and the southerly side of Boston Post Road, from the intersection of the division line between the Town of Mamaroneck, and the Village of Mamaroneck, with the southerly side of Boston Post Road;

THENCE along the southerly side of the Old Boston Post Road, the following courses and distances:

South 77 degrees 34' 30" East 159.44 feet;
South 81 degrees 55' 00" East 107.20 feet;
South 77 degrees 22' 00" East 15.55 feet;
North 83 degrees 16' 30" East 17.00 feet;
North 75 degrees 27' 00" East 30.34 feet;
North 70 degrees 34' 30" East 24.28 feet;
North 67 degrees 26' 30" East 58.82 feet;
North 62 degrees 36' 30" East 20.78 feet;
North 61 degrees 13' 00" East 78.39 feet, to a point on said side of Old Boston Post Road, where the same is intersected by the division line between property of Dan H.Elkind, on the west, and property now or formerly Potter on the east;

THENCE along the last mentioned division line, the following courses and distances:

South 36 degrees 07' 00" East 48.54 feet;
South 34 degrees 50' 00" East 50 feet;
South 36 degrees 33' 30" East 50 feet;
South 38 degrees 17' 00" East 50 feet , and
South 36 degrees 06' 00" East 41 feet, to a point on the northerly division line of property of the Hampshire Country Club;

THENCE along the division line of property of Dan H. Elkind, on the north, and property of Hampshire Country Club on the south, the following courses and distances:

South 51 degrees 31' 30" West 142.15 feet;
South 57 degrees 08' 30" West 539.15 feet;
South 63 drgrees 33' 00" West 282.96 feet, and
South 47 degrees 29' 30" West 232.34 feet, to a point on the division line between the Town and Village of Mamaroneck;

THENCE along the divsion line between the Town and Village of Mamaroneck, North 12 degrees 59' 22" West 57.46 feet, to a point on said division line, where the same is intersected by the division line between property of Dan E. Elkind on the south, and property of H. Keiser on the north;

THENCE along the division line between property of Dan H. Elkind, on the south, and property of H. Keiser, and property of M. Sheffield, on the north, North 47 degrees 29' 30" East 162.18 feet, to a point;

THENCE along the division line between property of Dan H. Elkind, on the East, and property of M. Sheffield, on the West, the following courses and distances:

North 46 degrees 10' 40" West 163.01 feet, and
North 42 degrees 07' 20" West 106.63 feet, to a point on the division line between the Town and Village of Mamaroneck, where the same is intersected by the southerly side of Rock Ridge Road;

THENCE along the division line between the Town and Village of Mamaroneck,

North 12 degrees 59' 22" West 186.93 feet, to a point on the division line of property of Dan H. Elkind, on the south, and property leased by Dan H. Elkind, on the North;

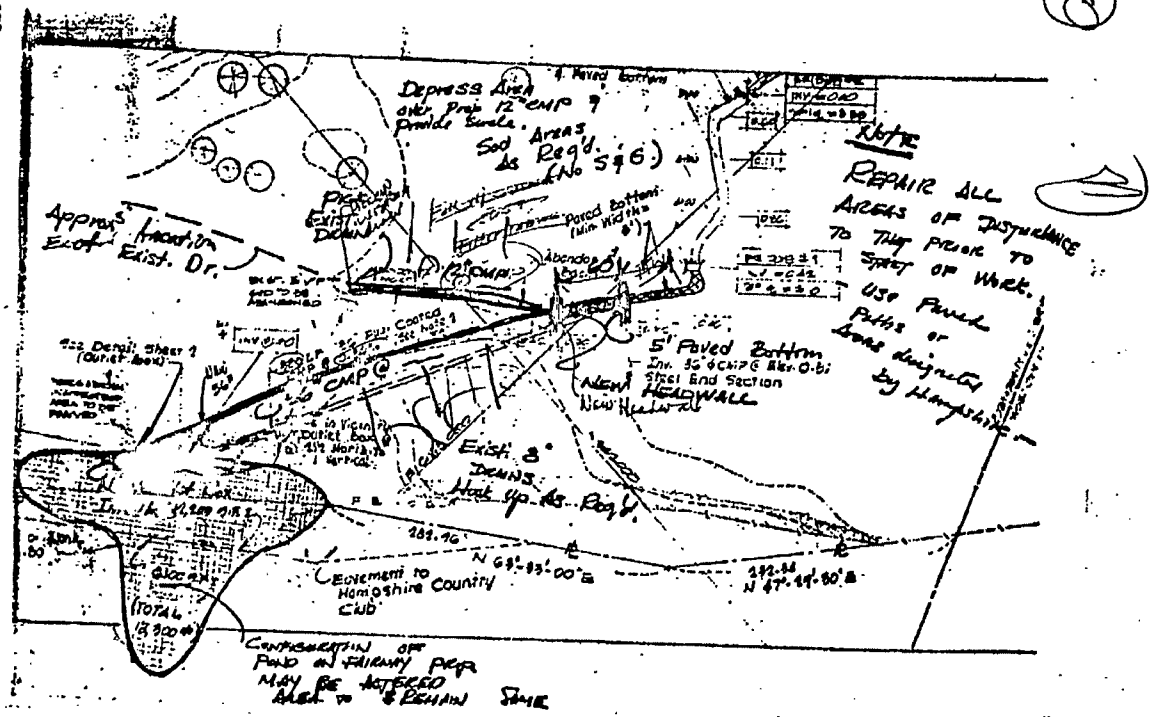
THENCE along the last mentioned division line, the following courses and distances:

North 47 degrees 45' 20" East 54.40 feet;
North 49 degrees 37' 10" East 73.78 feet
North 69 degrees 31' 00" East 9.14 feet;
North 70 degrees 30' 00" East 99.76 feet;
North 69 degrees 48' 45" East 78.62 feet, and
North 57 degrees 29' 10" East 250.00 feet, to the point or place of BEGINNING.

EXHIBIT B

ALL that certain lot, plot, or parcel of land situate, lying and being in the Village and Town of Mamaroneck, Westchester County, New York and being more particularly bounded and described as follows:

BEGINNING at a point in the division line between lands of the Hampshire Country Club and lands now or formerly of the Marmont Corporation, said point being 142.15 feet as measured southwesterly along said division line from its intersection with the boundary line between lands now or formerly of Potter and lands now or formerly of Marmont Corp.; thence running from said point of beginning along the division line between lands of Hampshire Country Club and lands now or formerly of Marmont Corp. S57° 08' 30" W. 539.15 feet and S63° 38' 00" W. 175.87 feet to a point, thence running through lands now or formerly of Marmont Corp. N. 50° 10' 20" E. 176.08 feet and N. 61° 28' 30" E. 540.70 feet to the point or place of beginning.


Depress Area only. Prep 12" CMP & provide Swale.
Sod Areas As Req'd. (No 5 & 6)
Approx Location of Exist. Dr.
Paved Bottom (Min Width 6')
Abandon Box
5' Paved Bottom
Inv. 35' 6 CMP @ Elev. 0.8'
Steel End Section
NEW HEADWALL
New Headwall
CMP
Exist. 8" Drains Hook up As Req'd.
Easement to Homoshire Country Club
Note
REPAIR ALL AREAS OF DISTURBANCE TO THE PRIOR TO START OF WORK.
USE PAVED PATHS OR ROADS designated by Homoshire

MEMO

TO: HAMPSHIRE COUNTRY CLUB

FROM: JIM STAUDT

DATED: 5/17/84

RE: FAIRWAY GREEN, INC. DRAINAGE PLAN

A meeting was held at my firm's offices at 550 Mamaroneck Avenue, Harrison, N.Y. between Hampshire Country Club and Fairway Green, Inc. regarding this matter.

The parties present at the meeting were:

ALAN WINE	BILL CAPUTI
BARRY BERGER	RAY HEIMBUCH
RON KATZ	HOWARD LOEWENTHEIL
JIM STAUDT	LEONARD WEISS
JOHN SWANSON	

At this meeting it was agreed that the drainage system to be constructed in connection with the Fairway Green Condominium project will be as set forth in the drainage plan for the project prepared by John Swanson and last revised on May 15th, 1984 with the following changes and additions:

1. The 36" pipe running between the proposed pond and the existing trench will be moved approximately ten to fifteen feet to the east and will run roughly along the elevation 6 contour.

2.a. Hampshire Country Club will have the right to cap one of the 8" pipes at the outlet box shown on the plan.

b. One of these pipes will be metal with a screw-on cap.

3. With regard to the trench which the plan provides will be filled in:

a. Prior to filling in the trench Fairway Green, Inc. will place a pipe in it. The pipe will be 12" corrugated metal. It will be used to pick up drain lines which now enter the trench from the northeast.

b. This 12" pipe will be laid in the trench and tied into a new masonry headwall at the south end of the new 36" pipe mentioned in No. "1." above.

UW AW J.S.

c. All existing lateral drains now draining into the trench will be tied into this 12" pipe.

d. The trench will then be backfilled with soil and sodded to match the surrounding area. Provided, however, that the area where this trench existed will be left as a low point in the terrain draining toward that portion of the trench which is to remain open.

4. All existing lateral drainpipes intercepted by the new 36" drain pipe will be tied into the new 36" drain pipe.

5. The five foot widening of the existing ditch will be extended approximately 60 feet northward to the new location of the headwall on the 36" pipe.

6. If excavation for the 36" drainline requires removal of massive rock, the engineers will agree on an alternate location for the line.

7. The configuration of that portion of the pond located on Fairway Green's property, exclusive of the easement area, may be changed by Fairway provided the capacity of the pond is not reduced.

8. The revised plan incorporating all the items set forth above will be prepared by John Swanson and submitted to the Hampshire County Club on or before May 30th, 1984.

THE ABOVE IS HEREBY AGREED TO AND ACCEPTED BY:

HAMPSHIRE COUNTRY CLUB

Dated: May 19th, 1984 BY: _____

FAIRWAY GREEN, INC.

Dated: May 19th, 1984 BY: _____

FAIRWAY GREEN, INC.

-with-

HAMPSHIRE COUNTRY CLUB, INC.

DEED

AGREEMENT

Section 9
Block 72
Lots 26 & 27
Village of Mamaroneck

Section 9
Block 928
Town of Mamaroneck

Section 9
Block 89D
Lots 24 thru 28
Village of Mamaroneck

Record & Return to:

LAW OFFICES
OF
AVSTREIH, MARTINO & WEISS
20 EAST FIRST STREET
MOUNT VERNON, N. Y.

RECEIVED
FSTCHESTER COUNTY CLERK
Jan 22 9 27 AM '84

1365B001 05/22/84CPA 47.00

WESTCHESTER COUNTY CLERK'S OFFICE
RECORDING OF LAND RECORDS

Stat'y Fee 42.—
Recdg Chg
Filing Chg
Cross Ref'ce
Cert./Recpt.
Tax 47.—
Towns
#84143T051
Returned

29438

The foregoing instrument was endorsed for record as follows:
The property affected by this instrument is situate in the TOWN OF MAMARONECK
County of Westchester, N. Y. A True copy of the original Agreement
recorded in the Division of Land Records of the County Clerk's Office of Westchester County on May 22, 1984
at 9:27 AM in Liber 7922 Page 785 of Deeds.

Witness my hand and Official Seal

Andrew J. Spano
County Clerk

10570

TAX STAMPS ATTACHED $ None JUL 16 1969

THIS AGREEMENT made the 8th day of July 1969, by and between HAMPSHIRE COUNTRY CLUB, a New York membership corporation, having its principal place of business at no number Hommocks Road, Larchmont, New York, hereinafter known as the first party, and MARIE HOFFMANN, residing at 13 Hommocks Road, Larchmont, New York, hereinafter known as the second party,

W I T N E S S E T H :

WHEREAS, the first party is the lessee of certain premises known as the Hampshire Country Club property by lease dated the 2nd day of May, 1952, by and between The Estate Appraisal & Valuation Co., lessor and the Hampshire Country Club, lessee, which lease was recorded on the 23rd day of September, 1952, in the Office of the Clerk of Westchester County, Division of Land Records, in Liber 5138, page 174. A full description of the property leased by the first party is fully set forth in the aforementioned lease, which lease was further modified by agreement dated January 26, 1955, by the lessor and the lessee. That portion of the leased premises affecting the easement granted herein is described as follows:

Parcel One

ALL that lot or parcel of land situate in the Town of Mamaroneck, County of Westchester and State of New York, bounded and described as follows:

Beginning at a point on a northerly line of lands of the party of the first part established by the following four courses:

First, beginning at a point on the northeasterly side of Hommocks Road adjoining land now of the party of the second part, formerly of Marmont Corp., which point is distant as measured along the said northeasterly side of Hommocks Road, 810.21 feet southeasterly from its intersection with the southeasterly side of Boston Post Road;

Second, thence leaving said northeasterly side of Hommocks Road and running along said lands of the party of

the second part, North 33° 08' 00" East, 256.96 feet;

Third, thence still running along lands of the party of the second part, North 56° 42' 00" West, 288 feet;

Fourth, thence running along said northerly line of lands of the part of the first part North 47° 29' 30" East, 122.93 feet to said point of beginning on said line;

thence running from said point or place of beginning as thus established, North 42° 30' 30" West, 50 feet;

thence running parallel to said northerly line of said lands of the party of the first part, North 47° 29' 30" East, 419.97 feet to the division line between the Town and Village of Mamaroneck;

thence running along said division line South 12° 59' 22" East, 57.46 feet to its intersection with said northerly line of said lands of the party of the first part;

thence running along said northerly line of said lands of the party of the first part, South 47° 29' 30" West, 391.67 feet to the point or place of beginning as heretofore established.

Parcel Two

ALL that lot or parcel of land situate in the Town of Mamaroneck, County of Westchester and State of New York, bounded and described as follows:

Beginning at a point on the northeasterly side of Hommocks Road adjoining lands of the party of the second part, formerly of Marmont Corp., and which said point of beginning is distant as measured along said northeasterly side of Hommocks Road 810.21 feet southeasterly from its intersection with the southeasterly side of Boston Post Road;

thence leaving said northeasterly side of Hommocks Road and running along said lands of the party of the second part, North 33° 08' 00" East, 256.96 feet;

thence still running along said lands of the party of the second part, North 56° 42' 00" West, 10 feet;

thence running through said lands of the party of the second part, South 33° 08' 00" West, 255.82 feet to said northeasterly side of Hommocks Road,

thence running along said northeasterly side of Hommocks Road, South 50° 12' 50" East, 10.06 feet to the point or place of beginning.

WHEREAS, the second party is the owner in fee of the premises known as Lot 9, described as follows:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Mamaroneck, County of Westchester and State of New York, known and designated as Lot No. 9 on a certain map entitled "Subdivision map of the William T. Wood Estate, Section 1" made by A. J. Foote Engineering Corp., dated 5/18/37 and filed 5/24/37 in the County Clerk's Office, Division of Land Records, as Map No. 4453, together with

All that certain lot, plot, or parcel of land,

lying and being on the northerly side of Hommocks Road, Town of Mamaroneck, Westchester County, New York and being a portion of a 1.0 foot reserve strip as shown on a certain map entitled "Subdivision Map of the William T. Wood Estate", Town of Mamaroneck, Westchester County, New York, Section No. 1, dated May 18, 1937, by A.J. Foote Engineering Corp. and filed in the Westchester County Clerk's Office (Division of Land Records) on May 24, 1937 as Map #4453.

NOW, THEREFORE, the first party in consideration of One and no/100ths ($1.00) Dollar and other good and valuable consideration to it in hand paid by the second party does hereby release, remise and quitclaim subject to the above-described lease unto the second party, her heirs, distributees, successors and assigns the following described property being a portion of the property leased by the first party and hereinafter described:

All that certain lot, plot or parcel of land situate, lying and being in the Town of Mamaroneck, County of Westchester and State of New York, known by and as a parcel of land on the northerly side of Hommocks Road in the Town of Mamaroneck, Westchester County, New York, said lot, plot or parcel of land being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Hommocks Road where the same is intersected by the division line between property of Marie Hoffmann on the west and property of Hampshire Country Club on the east, thence along the division line between Marie Hoffmann and Hampshire Country Club North 32° 57' 50" East 70.00 feet to a point on said division line, thence thru property of Hampshire Country Club South 57° 02' 00" East 54.24 feet to a point on the northerly side of Hommocks Road, thence along the northerly side of Hommocks Road on a curve deflecting to the left having a radius of 198.94 feet and a distance as measured along the arc of 89.03 feet to the point or place of beginning.

It is hereby agreed that the second party may use said premises as if same were her own and may place thereon a driveway or part of a driveway, concrete walks and use same as a lawn, shrub and flower garden. Any and all costs for the above installation and maintenance of same shall be paid for by the second party. The second party, however, shall not erect any dwelling or addition or part of a dwelling

thereon.

To have and hold the premises herein granted subject to the terms of the lease of the first party and the second party, her heirs, distributees, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date hereinabove written.

HAMPSHIRE COUNTRY CLUB

By _____

Marie Hoffmann

MARIE HOFFMANN

WESTCHESTER COUNTY 015824 REAL ESTATE TRANSFER TAX Dept. of Taxation & Finance JUL STATE OF NEW YORK $00.00 PB. 10957

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:

On the 8 day of July, 1969, before me personally came SAMUEL MOTHNER to me known, who, being by me duly sworn, did depose and say that he resides at No. FAIRWAY LANE, MAMARONECK, NY that he is the PRESIDENT of HAMPSHIRE COUNTRY CLUB, the membership corporation described in and which executed the foregoing instrument; that he knows the seal of said membership corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said membership corporation, and that he signed his name thereto by like order.

Notary Public

JAMES H. NANGLE
Notary Public in the State of New York
No. 60-8096080
Qualified in Westchester County
Term expires March 30, 1970

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:

On the 24th day of June, 1969, before me personally came MARIE HOFFMANN to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public

EDWARD P. TANENBAUM
NOTARY PUBLIC, State of New York
No. 60 - 3930400
Qualified in Westchester County
Commission Expires March 30, 1971

LIBER 6869 PAGE 179

HAMPSHIRE COUNTRY CLUB

to

MARIE HOFFMANN

EASEMENT AGREEMENT

The land affected by the within instrument lies in the Town of Mamaroneck and the Village of Mamaroneck on the Land Map of the County of Westchester.

Block 412
Lot 231

Record and Return To:
EDWARD P. TANENBAUM
ATTORNEY AT LAW
271 NORTH AVENUE
NEW ROCHELLE, N.Y. 10801
NEW ROCHELLE 2-0666

THE CHISHOLM PRINTING COMPANY, INC. 228 VARICK ST., N.Y.

10.00 B — CPa 00009 7-16-69

RECEIVED
WESTCHESTER COUNTY CLERK
1969 JUL 16 AM 9:13

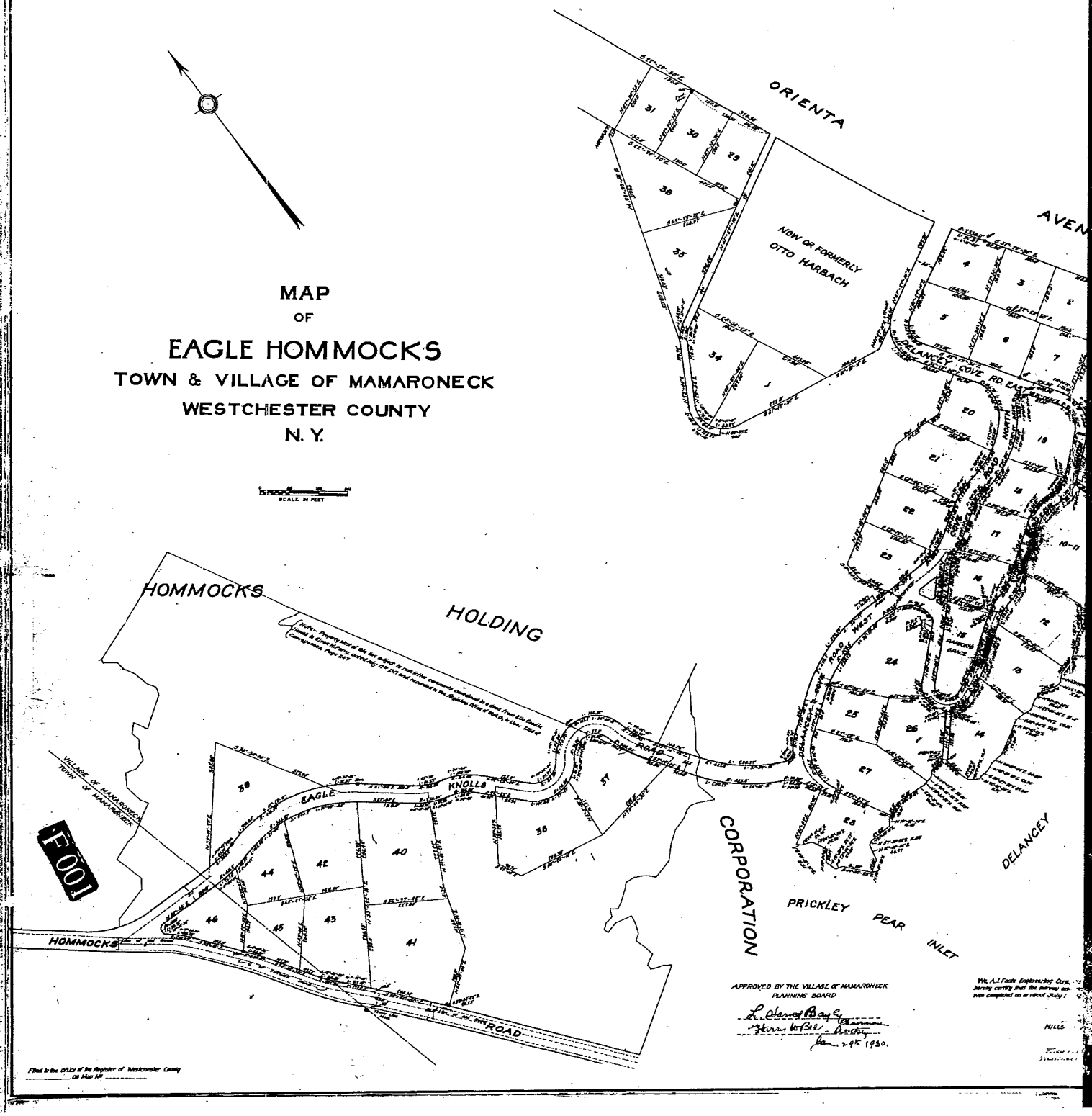
WESTCHESTER COUNTY CLERK'S OFFICE
RECORDING DIVISION

Stat'y Chg. 1
Rec'd Chg. 2
Filing Chg.
Cross Ref'ns.
Cert./Recpt.
Total 16
Towns
Exm'd
Returned

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK County of Westchester, N. Y. A true copy of the original EASEMENT AGMT.

recorded JULY 16, 1969 at 9:13 AM

EDWARD N. VETRANO, County Clerk.


MAP
OF
EAGLE HOMMOCKS
TOWN & VILLAGE OF MAMARONECK
WESTCHESTER COUNTY
N. Y.
SCALE IN FEET
ORIENTA
AVEN
NOW OR FORMERLY
OTTO HARBACH
DELANCEY COVE RD. EAST
NORTH ROAD
HOMMOCKS
HOLDING
CORPORATION
PRICKLEY
PEAR
INLET
DELANCEY
EAGLE
KNOLLS
ROAD
WEST
HOMMOCKS
ROAD
VILLAGE OF MAMARONECK
TOWN OF MAMARONECK
F 001
APPROVED BY THE VILLAGE OF MAMARONECK
PLANNING BOARD
Jan. 29th 1980.
HILLS

MAP OF HOMMOCKS
VILLAGE OF MAMARONECK
WESTCHESTER COUNTY
N. Y.

SCALE IN FEET

ORIENTA AVENUE

NOW OR FORMERLY OTTO HARBACH

DELANCEY COVE RD. F.

NORTH ROAD

SOUTH ROAD

WEST ROAD

PARKING SPACE

HOLDING CORPORATION

PRICKLEY PEAR INLET

DELANCEY COVE

EAGLE KNOLLS ROAD

Note:- Property lines of lots the subject to restrictive covenants contained in a deed from Villa Cascade Inc. to Oliver H. Perry, dated July 7th 1931 and recorded in the Register's Office of Westchester County, Liber 4264 of Deeds, Page 237.

APPROVED BY THE VILLAGE OF MAMARONECK PLANNING BOARD

L. Alanson Bayne, Chairman

Henry W. Bell, Secretary

Jan. 29th 1930.

We, A. J. Foote Engineering Corp., the surveyors who made this map do hereby certify that the survey and map of the property shown hereon was completed on or about July 10, 1929.

A. J. Foote

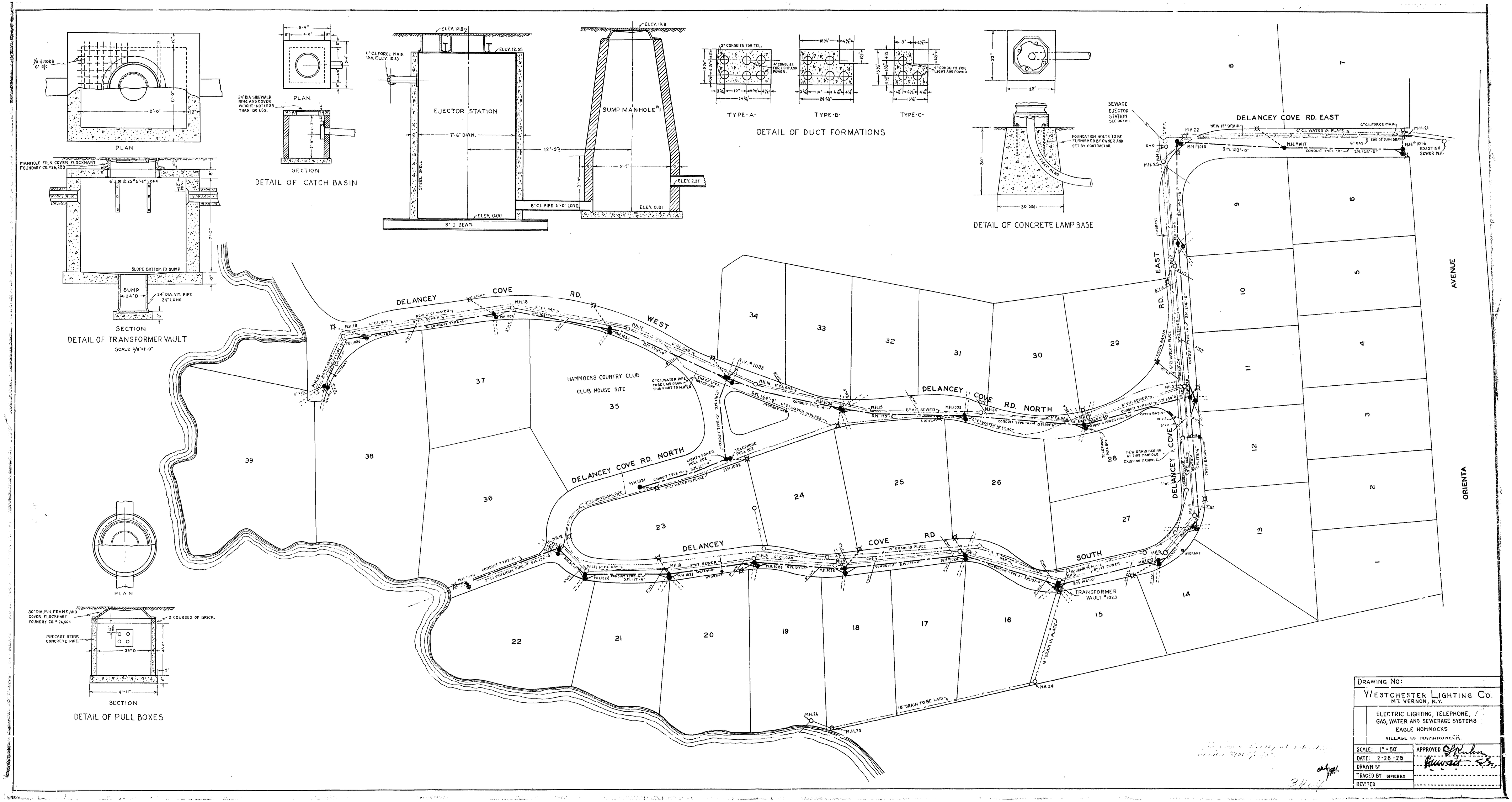
A. J. FOOTE ENGINEERING CORP.
HILLSIDE ARCADE LARCHMONT, N.Y.
JULY 10, 1929

Filed in the Office of the Register of Westchester County, 1930

Arthur A. Marcellin
Registrar

FILED MAR 15 1930
NUMBER 371

F 002


PLAN
SECTION
DETAIL OF TRANSFORMER VAULT
SCALE 3/8"=1'-0"
DETAIL OF CATCH BASIN
EJECTOR STATION
SUMP MANHOLE
DETAIL OF DUCT FORMATIONS
TYPE-A-
TYPE-B-
TYPE-C-
DETAIL OF CONCRETE LAMP BASE
DETAIL OF PULL BOXES
DELANCEY COVE RD. WEST
DELANCEY COVE RD. NORTH
DELANCEY COVE RD. EAST
DELANCEY COVE RD. SOUTH
DELANCEY COVE RD
HAMMOCKS COUNTRY CLUB
CLUB HOUSE SITE
TRANSFORMER VAULT #1023
ORIENTA AVENUE
DRAWING NO:
WESTCHESTER LIGHTING CO.
MT. VERNON, N.Y.
ELECTRIC LIGHTING, TELEPHONE, GAS, WATER AND SEWERAGE SYSTEMS
EAGLE HOMMOCKS
VILLAGE OF MAMARONECK
SCALE: 1" = 50'
DATE: 2-28-29
DRAWN BY
TRACED BY
REVISED
APPROVED

DRAWING NO:

WESTCHESTER LIGHTING CO.
MT. VERNON, N.Y.

ELECTRIC LIGHTING, TELEPHONE,
GAS, WATER AND SEWERAGE SYSTEMS
EAGLE HAMMOCKS
VILLAGE OF MAMARONECK

SCALE: 1"=50'
DATE: 2-28-29
DRAWN BY
TRACED BY BRHERBO
REV. 3-29

APPROVED

480030267EAS1

Control Number
480030267

Instrument Type
EAS

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)
***** DO NOT REMOVE *****

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:
TYPE OF INSTRUMENT: EAS - EASEMENT
FEE PAGES: 15 TOTAL PAGES: 15

RECORDING FEES

STATUTORY CHARGE	$6.00
RECORDING CHARGE	$45.00
RECORD MGT. FUND	$19.00
RP 5217	$0.00
TP-584	$5.00
CROSS REFERENCE	$0.00
MISCELLANEOUS	$0.00
TOTAL FEES PAID	$75.00

TRANSFER TAXES

CONSIDERATION	$0.00
TAX PAID	$0.00
TRANSFER TAX #	6842

RECORDING DATE: 1/9/2008
TIME: 10:56:00

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	$0.00
EXEMPT	
COUNTY TAX	$0.00
YONKERS TAX	$0.00
BASIC	$0.00
ADDITIONAL	$0.00
MTA	$0.00
SPECIAL	$0.00
TOTAL PAID	$0.00

SERIAL NUMBER:
DWELLING:

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, NEW YORK IN THE:
TOWN OF MAMARONECK

WITNESS MY HAND AND OFFICIAL SEAL

TIMOTHY C. IDONI
WESTCHESTER COUNTY CLERK

Record & Return to:
SETH M MANDELBAUM ESQ
1311 MAMARONECK AVE , SUITE 340

WHITE PLAINS, NY 10605

P-14

EASEMENT AGREEMENT

AGREEMENT made as of the 23rd day of August, 2007 by and between Estate Appraisal & Valuation Co., Inc.* ("Estate") and Hampshire Country Club, Inc.** ("Hampshire") (hereinafter referred to as "Grantor") and Tara Slone Goldstein*** (hereinafter collectively referred to as "Grantee"). *1025 Cove Rd, Mamaroneck, NY 10543 **1025 Cove Rd, Mamaroneck, NY 10543 ***825 Pirates Cove, Mamaroneck, NY 10543

WHEREAS, Grantor is collectively the owner of that certain parcel of land in the Town and Village of Mamaroneck, County of Westchester, State of New York (hereinafter referred to as the "Property"), which Property is known as The Hampshire Golf Course that includes Lots 15, 16, 23, 24, 25, 26, 27, 28, 33, 34, 37, 38 and portions of Lots 22, 35 and 26, and a portion of a 20 Foot Right-Of-Way (Fairway Lane), as shown on a map entitled "Map of Eagle Hommocks" (hereinafter referred to as the "Map"), which Map was filed March 15, 1930, as R.O. Map No. 3571 in the Office of the Westchester County Clerk, Division of Land Records;

WHEREAS, Estate and Hampshire have entered into a lease, dated as of January 2, 1952, a memorandum of which was recorded September 23, 1952 in Liber 5138 Page 174 of the Westchester County Land Records, as amended by a certain Agreement of modification of lease made between Landlord and Tenant, dated January 26, 1955 and recorded on February 10, 1955 in Liber 5422 Page 332 of the Westchester County Land Records, as further amended by a certain Agreement of modification of lease made between Landlord and Tenant, dated May 7, 1959 and recorded May 15, 1959 in Liber 5907 Page 428 of the Westchester County Land Records, as further amended by a certain Agreement of modification of lease made between Landlord and Tenant, dated February 27, 1967 and recorded on March 21, 1967 in Liber 6694 Page 389 of the Westchester County Land Records, as further amended by a certain Second Amendment to Lease made between Landlord and Tenant, dated August 25, 1994 and offered for recording in the Westchester County Clerk's Office (Division of Land Records), and as further amended by a certain Fifth Amendment to Lease made between Landlord and Tenant, dated as of January 16, 2002 and recorded on September 17, 2002 in Control No. 422540215 of the Westchester County Land Records (hereinafter collectively referred to as the "Lease") with respect to use by Hampshire of certain portions of the Property owned by Estate; and

WHEREAS, simultaneously herewith, Estate is conveying the portion of the Property designated as Lots 33 and 34 on the Map, together with certain easements and other appurtenances (hereinafter referred to as the "Premises"), all as set forth in the deed between Estate and Grantee being simultaneously executed herewith, a copy of which is attached hereto and made a part hereof as Exhibit 1;

WHEREAS, the sanitary sewer connections for the Premises require placement of sanitary sewer laterals through the Property;

WHEREAS, Grantor desires to provide a sanitary sewer easement over the Property for the benefit of the Premises for sanitary sewer purposes;

WHEREAS, Grantee desires such sanitary sewer easement and has agreed to reimburse Grantor for the first $30,000.00 in actual expenses related to the installation by Grantor of a sanitary sewer lateral between the Premises and public mains located on Cove Road;

NOW, THEREFORE, in consideration of the sum of $1.00 and other good and valuable consideration, the parties hereby agree as follows:

a. Grantor hereby grants to Grantee a right of way and easement through, over and under and across the Property (the "Easement Area") which Easement Area is shown on a certain survey prepared by Richard A. Spinelli, dated August 22, 2007, attached as Exhibit 2 and more particularly described in Exhibit 3 annexed hereto, for the purposes of connecting to, installing, repairing, maintaining and/or replacing a sanitary sewer lateral extending from the Premises, through the Property, to public mains located on Cove Road.

b. Grantor, its employees/contractors and its successors/assigns shall execute any and all documents which may be reasonably required in order for Grantee to secure any necessary permits, authorizations or consents to connect to, install, repair, maintain or replace the lateral sewer line at any time.

c. Grantor shall quietly enjoy the Easement Area and shall have the right to use the surface property of the Easement Area but shall not erect any permanent structures upon the Easement Area that would impair the use of the Easement Area for the purposes stated in this section.

d. Grantee shall undertake the installation of the sanitary sewer line as set forth herein and shall provide Grantor with copies of all invoices for work completed. Invoices for the costs of the installation of said sanitary sewer line shall be forwarded to Grantor and, unless Grantor objects to same within five (5) business days after receipt, Grantor shall remit to Grantee any amounts over $30,000 representing the lesser of: (i) the actual costs of the installation of sanitary sewer line in accordance with the minimum applicable requirements of the Village and Town of Mamaroneck, the Westchester County Department of Health, and any other applicable agency with jurisdiction over said installation of the sanitary sewer line, from the property line of the Premises to the public mains on Cove Road; and (ii) the estimate of Grantor's contractor for said installation. Nothing herein shall require Grantor to remit to Grantee any amount over $30,000 associated with the installation of said sanitary sewer line on the Premises, to connect said sanitary sewer line to the public mains on Cove Road, or the installation of any components of a force main system, and the parties both hereby acknowledge that Grantee shall be responsible at its sole cost and expense for installing said sanitary sewer line on the Premises, connecting said sanitary sewer line to the public mains on Cove Road and the installation of any components of a force main system. Moreover, Grantor shall not be responsible for any costs associated with the installation of said sanitary sewer line in a manner which exceeds the minimum applicable requirements of the Village and Town of Mamaroneck, the Westchester County Department of Health, and any other applicable agency with jurisdiction over said installation of a sanitary sewer line

required for a forced main sanitary sewer system. Notwithstanding the foregoing, Grantor shall not be required to pay for a sanitary sewer line required for a forced main sanitary sewer system if a less expensive alternative meets the minimum applicable requirements of the Village and Town of Mamaroneck, the Westchester County Department of Health, and any other applicable agency with jurisdiction over said installation of said sanitary sewer line.

e. Grantee agrees to indemnify and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities or expenses (including but not limited to, reasonable attorneys fees) incurred by Grantor, arising from or by reason of Grantee's or Grantee's employees, contractors, subcontractors, agents or invitees access to, inspection of, or use of the Easement Area or the surrounding property of Grantor pursuant to the Sewer Easement.

f. Prior to the entry into the Easement Area in connection with the installation by Grantee of the sanitary sewer line extending from the Premises, through the Easement Area, and to and into the public mains located on Cove Road, Grantee shall provide Grantor with a certificate of insurance from Grantee or Grantee's contractor that will be performing said installation, naming Grantor as additional insured under a comprehensive and general liability insurance policy, which shall be an "occurrence" policy, in the amounts of not less than One Million ($1,000,000) Dollars per occurrence and Three Million ($3,000,000.00) Dollars in the aggregate. Grantee shall provide Grantor with renewal certificates if said insurance policies are to expire prior to the completion of said installation. Said certificates must be provided to Grantor within ten (10) days before each renewal date. The insurance as specified herein must be maintained by Grantee or Grantee's contractor at all times during the installation of said sewer line, and must be renewed prior to any further entry onto the Easement Area by Grantee or Grantee's contractors for the repair, maintenance or replacement of said sewer line.

g. This Agreement shall run with the land and shall be binding upon the Grantor and Grantee, or their respective successors or assigns in interest to each of the Premises and the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first appearing above, intending the same to be recorded in the Office of the Westchester County Clerk, Division of Land Records.

GRANTOR:
Estate Appraisal & Valuation Co., Inc., Grantor

By: _____
Its: President
Stan Brettschneider

Hampshire Country Club, Inc., Grantor

By: _____
Its: President
Stan Brettschneider

GRANTEE:

_____
Tara Slone Goldstein

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

On the 23rd day of August in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Stan Breitschneider, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Seth M. Mandelbaum

Notary Public

SETH M. MANDELBAUM
NOTARY PUBLIC, State of New York
No. 02MA5078845
Qualified in Westchester County
Commission Expires June 2, 2011

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

On the 23 day of August in the year 2007 before me, the undersigned, a Notary Public in and for said State, personally appeared Tara Sloan Goldstein, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Richard Sorrentino
Notary Public, State of NY
No. 01-SO6071086
Qualified in Nassau County
Commission Exp March 11, 20__

Property Affected:
Town and Village of Mamaroneck
Lots 15, 16, 23, 24, 25, 26, 27, 28, 33, 34, 37, 38 and portions of Lots 22, 35 and 26, and a portion of a 20 Foot Right-Of-Way (Fairway Lane), as shown on a map entitled "Map of Eagle Hommocks" (hereinafter referred to as the "Map"), which Map was filed March 15, 1930, as R.O. Map No. 3571 in the Office of the Westchester County Clerk, Division of Land Records

Record and Return to:

Seth M. Mandelbaum, Esq.
McCullough, Goldberger & Staudt, LLP
1311 Mamaroneck Avenue, Suite 340
White Plains, New York 10605

EXHIBIT 1

BARGAIN AND SALE DEED

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS

ESTATE APPRAISAL & VALUATION CO., INC. TO
TARA SLONE GOLDSTEIN

Dated: August 23, 2007

Block:	942
Lots:	568
Address:	Fairway Lane Town of Mamaroneck, New York
County:	Westchester

Record and Return to:

Kriss & Feuerstein LLP
360 Lexington Avenue
New York, NY 10017
Attn: David S. Kriss, Esq.

BARGAIN AND SALE DEED

THIS INDENTURE made this 23rd day of August, 2007, between Estate Appraisal & Valuation Co., Inc., a corporation organized and existing under the laws of the State of New York, each having its principal offices at 1025 Cove Road, Mamaroneck, New York (collectively referred to as "Grantor"), and Tara Slone Goldstein, residing at 825 Pirate's Cove, Mamaroneck, New York (collectively referred to as "Grantee").

WITNESSETH:

That Grantor, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, grant and release unto Grantee, its heirs and successors and assigns, forever:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Mamaroneck, Town of Mamaroneck, County of Westchester and State of New York. See Schedule "A" attached hereto and made a part hereof. Said premises are also known and designated on the tax assessment map of the Town of Mamaroneck and County of Westchester as Block 942 and Lot 568. Said premises being and intended to be a portion of the same premises conveyed to the Grantor herein by Deed dated 5/28/52 recorded 6/2/52 in Liber 5100 Page 491. Said premises do not constitute all or substantially all of the assets of the Grantor herein.

TOGETHER with a perpetual easement (the "Right of Way Easement") for ingress and egress between Fairway Lane and the premises, to be used solely for vehicular and pedestrian traffic and for the installation of utilities servicing the premises, as described in Schedule "B" attached hereto and made a part hereof. Nothing herein shall be deemed to convey or limit Grantor's rights with respect to said Right of Way Easement provided that Grantor shall not interfere with the use of the Right of Way Easement to provide access to the premises;

The premises conveyed by this deed is also subject to the covenants and restrictions set forth in a certain Declaration of Covenants in favor of Scott Schneiderman and Joanna Wolff dated as of July 12, 2007 and recorded in the office of the Westchester County Clerk.

Grantor, for itself and its heirs and assigns forever, reserves unto itself an easement and right of way over that portion of the premises described in Schedule "C" attached hereto and made a part hereof, for the purpose of golf course (including use by golfers and their guests, including use of golf carts, etc.) usage.

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto Grantee, its heirs and successors and assigns, forever.

AND Grantor covenants that Grantor has not done or suffered anything whereby said premises have been encumbered in any way whatever, except as aforesaid;

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, Grantor has duly executed this Deed the day and year first written above.

ESTATE APPRAISAL & VALUATION CO., INC.

By: _____

Print Name: Stan Brettschneider

Print Title: President

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

On the 23rd day of August in the year 2007 before me, the undersigned, a notary public in and for said state, personally appeared Stan Brettschneider, 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 (s)he executed the same is his/her capacity and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Seth M. Mandelbaum

Notary Public

My commission expires:

SETH M. MANDELBAUM
NOTARY PUBLIC, State of New York
No. 02MA5078845
Qualified in Westchester County
Commission Expires June 2, 20 11

Fidelity National Title Insurance Company

SCHEDULE A *(Description)*

ALL that certain plot, piece or parcel of land known as Lot 33 and a Portion of Lot 34 as shown on a map entitled "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York and filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571.

Beginning at a point formed by the intersection of division line between the northeasterly side of Lot 34 and the southwesterly side of lands of Otto Harbach (shown on R.O. Map 3571) with the southeasterly side of Fairway Lane, also shown as a 20 ft. Right-Of-Way on R.O. Map No. 3571, thence running into Lot 34, S 18° 22' 15" W, a distance of 32.56 feet; thence running S 24° 08' 23" E, a distance of 157.70 feet to a point on the division line between Lots 33 and 34; thence running along the division line between Lots 33 and 34, N 61° 27' 10" E, a distance of 22.07 feet to land formerly Otto Harbach; thence running along Lands of Harbach, S 24° 08' 23" E, a distance of 223.95 feet to a point on the northerly side of lands of Hampshire Golf Course, Inc., N 81° 17' 40" W, a distance of 275.41 feet; thence running on a curve to the right, along the division lines of Lots 33 and 34, having a radius of 80.00 feet and a length of 155.07 feet; thence running along the westerly boundary of Lot 34, N 29° 46' 00" E, a distance of 178.70 feet; thence running along Lot 34 on a curve to the right and in a northeasterly direction, having a radius of 70.00 feet and length of 38.71 feet; thence running N 16° 27' 10" E, a distance of 54.94 feet to the point and place of beginning.

TOGETHER with the benefits of the following described easement:

Description of a 20 foot Right-Of-Way adjacent to Lot 34 and a Portion of Lot 33 as shown on map entitled "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York and filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O.W. Map No. 3571.

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town and Village of Mamaroneck, Westchester County, New York and filed in the Westchester County Clerk's Office, being more particularly described as follows:

Beginning at a point formed by the intersection of the southerly side of a 20 ft. Right-of-Way (known as Fairway Lane) with the northerly end of the division line between Lot 34 and lands formerly belonging to Otto Harbach, thence running along the division line between the 20 foot R.O.W. and Lot 34, S 61° 27' 10" W, a distance of 54.94 feet, thence continuing along the 20 foot R.O.W. on a curve to the left having a radius of 70.00 feet and a length of 38.71 feet; thence continuing along the 20 foot R.O.W. S 29° 46' 00" W, a distance of 178.70 feet; thence running along the 20 ft. R.O.W. and Lots 34 and 33, on a curve to the left, having a radius of 80.00 feet and a length of 106.39 feet, thence running along the southerly end of the 20 foot R.O.W., S 43° 33' 00" W, a distance of 20.00 feet; thence running along the westerly side of the 20 foot R.O.W., on a curve to the right and in a northerly direction, having a radius of 100.00 feet and a length of 133.02 feet; thence running along the 20 foot R.O.W., N 29° 46' 00" E, a distance of 178.70 feet; thence continuing along the 20 foot R.O.W. on a curve to the right, having a radius of 90.00 feet and a length of 49.77 feet; thence continuing along the 20 foot R.O.W., N 61° 27' 10" E, a distance of 54.94 feet; thence running S 28° 32' 50" E, a distance of 20.00 feet to the point and place of beginning.

***THE POLICY TO BE ISSUED** under this Commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.*

***FOR CONVEYANCING ONLY:** Together with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.*

SCHEDULE "B"

Richard A. Spinelli
910 E. Boston Post Road
Mamaroneck, N.Y. 10543
(914) 381-2357
N.Y.S. Lic. Land Surveyor
No. 49240

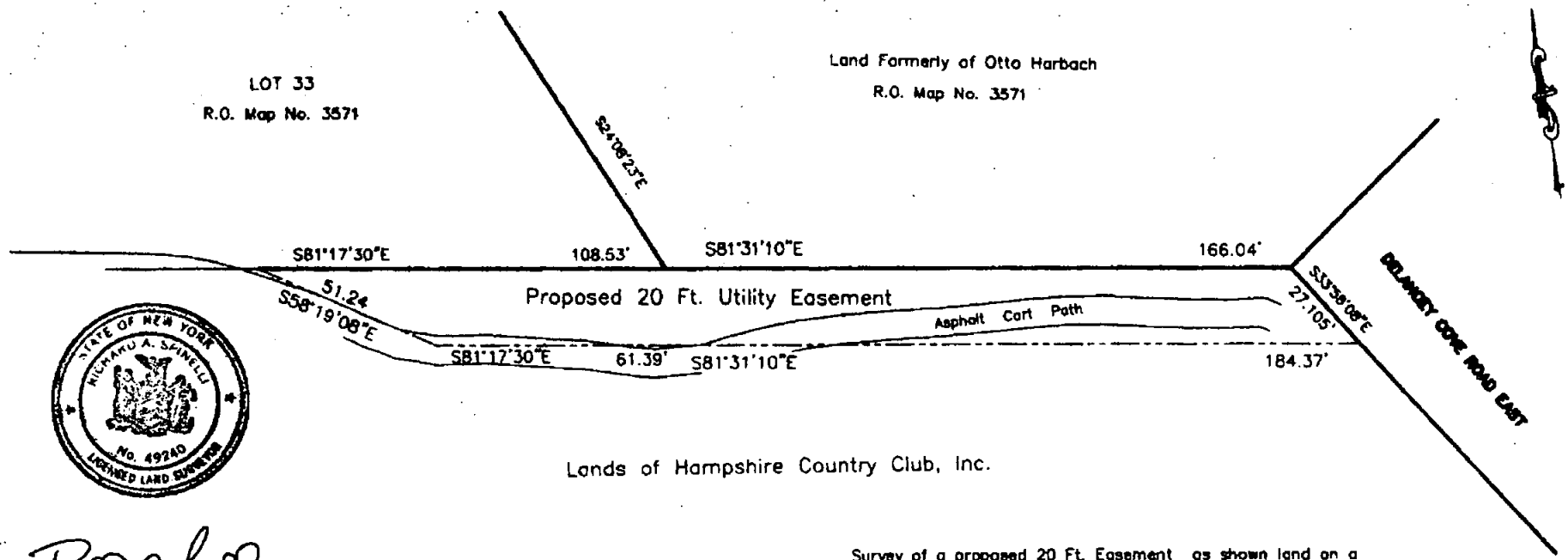
August 22, 2007

Cartpath Easement

Description of Parcel of Land being a Portion of Lot 33 as shown on a map entitled "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York and Filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571.

Beginning at a point on the division line between the southerly side of Lot 33 with Lands of Hampshire Golf Course. Inc. said point being 97.05 feet westerly, as measured along the southerly side of Lot 33 from land formerly Otto Harbach, as shown on R.O. Map 3571; thence running into Lot 33, N63° 08'44"W, a distance of 15.21 feet; thence running in Lot 33 on a curve to the left, having a radius of 107.00 feet and a length of 34.54 feet; thence running in Lot 33, N81° 38'20"W, a distance of 55.00 feet; thence running on a curve to the left, having a radius of 130.00 feet and a length of 49.82 feet to a point on the division line between Lot 33 and Lands of Hampshire Golf Course, Inc., S81° 17'30"E, a distance of 151.98 feet to the point and place of beginning.

EXHIBIT 2



Richard A. Spinelli
910 E. Boston Post Road
Mamaroneck, N. Y. 10543
(914) 381-2357
N.Y.S. Lic. Land Surveyor
No. 49240

Certify to:
Tara Slone Goldstein
Fidelity National Title Ins. Co.
Commerce Bank, N.A.

Survey of a proposed 20 Ft. Easement as shown land on a map entitled "Map Of Eagle Hammocks" in the Town and Village of Mamaroneck, Westchester County, New York Filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571.

August 22, 2007 Scale 1" = 30'

EXHIBIT 3

Richard A. Spinelli
910 E. Boston Post Road
Mamaroneck, N.Y. 10543
(914) 381-2357
N.Y.S. Lic. Land Surveyor

August, 22 2007

A proposed 20 foot utility easement through lands of Hampshire Country Club, Inc., in the Village and Town of Mamaroneck, Westchester County, New York.

Beginning at a point formed by the intersection of the northerly side of lands of the Hampshire Country Club, Inc. with the division line of lands formerly of Otto Harbach and lot 33 as shown on map entitled, "Map of Eagle Hommocks" filed in the Westchester County Office, Division of Land Records on March 15, 1930 as R.O. map number 3571; thence running along the division line of lands formerly of Otto Harbach, S81°31'10"E, a distance of 166.04 feet to the westerly side of Delancey Cove Road East, (also known as Cove Road East); thence running along the westerly side of Delancey Cove Road East, S33°58'08"E, a distance of 27.105 feet; thence running into lands of Hampshire Country Club, Inc., the following courses and distances:
N81°31'10"W, 184.37 feet;
N81°17'30"W, 61.39 feet;
And N58°19'08"W, a distance of 51.24 feet to a point on the southerly side of lot 33; thence running along the southerly side of lot 33, S81°17'30"E, a distance of 108.53 feet, to the point and place of beginning.

WESTCHESTER COUNTY CLERK RECORDING SHEET

110 Dr. Martin Luther King, Jr. Boulevard White Plains, NY 10601

---------- **THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH DOCUMENT** ----------

This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this document.
To the best of the submitter's knowledge the information contained on this Recording Sheet is consistent with the information contained in the attached document.

SUBMITTER INFORMATION: Title Number: 15440-W

Company: Fidelti National title Insurance

Address: One Park Avenue, suite 1402

City New York State: NY Zip: 10016 Telephone: 212-481-5858

Attention: Reccording Department

Document type: Easement Agreement

# of pages - 13

1st party name(s) (i.e. grantor/mortgagor) On page 1 of document — Business Entity

- Estate Appraisal & Valuation Co. ☐
- Hampshire County Club, INC ☐
- ☐
- ☐
- ☐

2nd party name(s) (i.e. grantee/mortgagee) On page 1 of document — Business Entity

- Tara Slone Goldstein ☐
- ☐
- ☐
- ☐
- ☐

Mortgage Amount On page 36 of document

$

OR

Consideration/Conveyance Amt:

$

Dwelling Type: For Mortgage Only On page ____ of document

- ☐ 1 to 2 family
- ☐ 1 to 6 family
- ☐ Not 1 to 6 family

Check if submitted:

- ☑ RP-5217 - ☐ $75 ☑ $165
- ☑ TP-584 - Type of property conveyed [1 through 8] 4
- ☐ TP-584.1 ☐ IT-2663

TAXES PAID:	Amount	Reference # Or Check #
Mortgage Tax	$	
Transfer Tax	$ pre paid	
Mansion Tax	$	

RECORDING FEES PAID:	Amount	Reference # or Check #
	$	

Tax designation (Section, Block & Lot) On page 1 of document

9 ~~[illegible]~~-942-568

MORTGAGE TAX AFFIDAVITS SUBMITTED:

☐ 252 ☐ 255 ☐ 280 Other:
☐ 253 ☐ 260 ☐ 339-ee

City(ies) or Town(s) for Property Description On page 1 of document

Mamaroneck

Cross Reference(s): On page ____ of document

Property Description -- If required, check the one contained within the document. On page 5 of document

- ☑ Metes & bounds
- ☐ Lot number on map filed in the Office of the County Clerk
- ☐ Refer to deed recorded in the Office of the County Clerk

Record and Return To:

Seth M. Mandelbaum, esq.
Mc. Cullough, Goldberg & Staudt, LLP
1311 Mamaroneck Avenue
White palins, NY 10605

472540022DLR1

Control Number
472540022

Instrument Type
DLR

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)
***** DO NOT REMOVE *****

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:
TYPE OF INSTRUMENT: DLR - DECLARATION
FEE PAGES: 9 TOTAL PAGES: 9

RECORDING FEES

STATUTORY CHARGE	$6.00
RECORDING CHARGE	$27.00
RECORD MGT. FUND	$19.00
RP 5217	$0.00
TP-584	$5.00
CROSS REFERENCE	$0.00
MISCELLANEOUS	$0.00
TOTAL FEES PAID	$57.00

TRANSFER TAXES

CONSIDERATION	$0.00
TAX PAID	$0.00
TRANSFER TAX #	1870

RECORDING DATE: 9/17/2007
TIME: 10:52:00

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	$0.00
EXEMPT	
COUNTY TAX	$0.00
YONKERS TAX	$0.00
BASIC	$0.00
ADDITIONAL	$0.00
MTA	$0.00
SPECIAL	$0.00
TOTAL PAID	$0.00

SERIAL NUMBER:
DWELLING:

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, NEW YORK IN THE:
TOWN OF MAMARONECK

WITNESS MY HAND AND OFFICIAL SEAL

TIMOTHY C. IDONI
WESTCHESTER COUNTY CLERK

Record & Return to:
CHICAGO TITLE INSURANCE CO
245 MAIN ST - 2ND FLOOR

WHITE PLAINS, NY 10601

370700284
V/O & T/O Mamaroneck

Section --
Block 934
Lot 90

8P

Declaration of Covenants
in favor of
Scott Schneiderman and Joanna Wolff

This Declaration dated as of July 12, 2007 by Estate Appraisal & Valuation Co., Inc., a New York corporation, having its principal place of business at 1025 Cove Road, Mamaroneck, NY 10543 ("Declarant").

Recitals

Whereas, the Declarant is the owner of real property located in the Village and Town of Mamaroneck which includes Lots 33 and 34 as shown on a map entitled "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York, filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571; and

Whereas, Scott Schneiderman and Joanna Wolff are the owners of the real property known by the postal address of 940 Fairway Lane, Mamaroneck, NY 10543 and more particularly described on Schedule "A" annexed hereto; and

Whereas, the real property owned by the Declarant and the real property owned by Scott Schneiderman and Joanna Wolff abut; and

Whereas, a dispute has arisen between the Declarant and Scott Schneiderman and Joanna Wolff regarding title to a portion of the real property that is owned, of record, by the Declarant but is claimed by Scott Schneiderman and Joanna Wolff through adverse possession; and

Whereas, the Declarant and Scott Schneiderman and Joanna Wolff have resolved their dispute by *inter alia*, the Declarant agreeing to impose the following covenants upon the portion of the real property that is owned, of record, by the Declarant and is more particularly described on Schedules "B" and "C" annexed hereto.

Now, therefore, intending to be bound, the Declarant declares:

MAM

1. **Representations.** The Declarant represents to Scott Schneiderman and Joanna Wolff that (1) the Declarant is the owner, in fee simple, of the real property more particularly described on Schedule "B" annexed hereto and (2) the person executing this Declaration on behalf of the Declarant has been authorized to execute, acknowledge and deliver this Declaration.

2. **Restrictions on Development.** (a) Only one (1) single family residence plus structures that are customarily permitted accessory uses to a single family residence in the Village of Mamaroneck shall be constructed within the area described on Schedule "B" annexed hereto.

(b) No structures (defined as "anything constructed, erected, installed or placed on the ground or attached to something located on the ground") or driveways shall be constructed, erected, installed or placed within the area described on Schedule "C" annexed hereto. Notwithstanding the previous sentence, a fence, other than a chain link fence, that complies with the applicable regulations of each municipality having jurisdiction may be erected in this area.

3. **"Run with the Land".** This covenant shall "run with the land" and be binding upon not only the Declarant but also upon the Declarant's grantees, successors, assigns, distributees, devisees, legatees and personal representatives. This covenant inures to the benefit of, and can be enforced not only by Scott Schneiderman and/or Joanna Wolff but also by their grantees, successors, assigns, distributees, devisees, legatees and personal representatives.

4. **No Waiver of Rights.** The failure of Scott Schneiderman and/or Joanna Wolff or their grantees, successors, assigns, distributees, devisees, legatees and personal representatives to insist upon strict performance of this Declaration or to commence an action to enforce this Declaration shall not be construed as a waiver of the right to do so should a breach of this Declaration occur subsequently.

5. **Amendments.** This Declaration may not be changed except with the written consent of Scott Schneiderman and Joanna Wolff or their grantees, successors, assigns, distributees, devisees, legatees and personal representatives.

6. **Severability.** If any court determines that a portion of this Declaration is invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

7. **Captions.** The headings preceding the paragraphs of this Declaration are for reference purposes only and shall not affect the meaning and interpretation of this Declaration.

8. **Number and Gender.** Whenever required or appropriate, words in the singular number shall be construed as if they were in the plural number and words of one gender shall be construed as if they were in either of the other two genders.

9. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

In Witness Whereof, the Declarant has executed this Declaration as of the date expressed in the first line of this Declaration.

Estate Appraisal & Valuation Co., Inc.

By: _____
Stan Brettschneider, President

State of New York

County of Westchester

On July 7, 2007 before me, the undersigned personally appeared STAN BRETTSCHNEIDER, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

HERBERT N. POSNER
NOTARY PUBLIC, State of New York
No. 02PO5024357
Qualified in Westchester County
Commission Expires March 7, 2010

Schedule A

Richard A. Spinelli
910 E. Boston Post Road
Mamaroneck, N.Y. 10543
(914) 381-2357
N.Y.S. Lic. Land Surveyor
No. 49240

April 16, 2007

Description of 940 Fairway Lane, Town of Mamaroneck, New York
A parcel of land on the southeasterly side of Fairway Lane formerly a 20 feet Right-Of-Way, 420.60 feet from the westerly side of Orienta Avenue, and also a portion of Lot 34 as shown on a map entitled "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York and Filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571.

Beginning at a point on the southeasterly side of Fairway Lane (formerly a 20 foot R.O.W.) said point being 420.60 feet southwesterly, as measured along the southeasterly side of Fairway Lane, from the westerly side of Orienta Avenue, thence running S33° 58'23"E, a distance of 180.00 feet thence running S51° 37'10"W, a distance of 122.07 feet to a point in Lot 34 (R.O. Map No. 3571); thence running in Lot 34, N33° 58'23"W, a distance of 157.70 feet; thence running N8° 32'15"E, a distance of 32.56 feet to a point on the southeasterly side of Fairway Lane, thence running along Fairway Lane, N51° 37'10"E, a distance of 100.00 feet to the point and place of beginning.

Schedule B

Richard A. Spinelli
910 E. Boston Post Road
Mamaroneck, N.Y. 10543
(914) 381-2357
N.Y.S. Lic. Land Surveyor
No. 49240

April 9, 2007

Parcel to be Deeded to Goldstein

Description of Lot 33 and a Portion of Lot 34 as shown on a map entitled "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York and Filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571.

Beginning at a point formed by the intersection of division line between the northeasterly side of Lot 34 and the southwesterly side of lands of Otto Harbach (shown on R.O. Map 3571) with the southeasterly side of Fairway Lane, also shown as a 20 ft. Right-Of-Way on R.O. Map No. 3571, thence running into Lot 34, S18° 22'15"W, a distance of 32.56 feet; thence running S24° 08'23"E, a distance of 157.70 feet to a point on the division line between Lots 33 and 34; thence running along the division line between Lots 33 and 34, N61° 27'10"E, a distance of 22.07 feet to land formerly Otto Harbach; thence running along Lands of Harbach, S24° 08'23"E, a distance of 223.95 feet to a point on the northerly side of lands of Hampshire Golf Course, Inc., N81° 17'40"W, a distance of 275.41 feet; thence running on a curve to the right, along the division lines of Lots 33 and 34, having a radius of 80.00 feet and a length of 155.07 feet; thence running along the westerly boundary of Lot 34, N29° 46'00"E, a distance of 178.70 feet; thence running along Lot 34 on a curve to the right and in a northeasterly direction, having a radius of 70.00 feet and length of 38.71 feet; thence running N16° 27'10"E, a distance of 54.94 feet to the point and place of beginning.

Schedule C

Richard A. Spinelli
910 E. Boston Post Road
Mamaroneck, N.Y. 10543
(914) 381-2357
N.Y.S. Lic. Land Surveyor
No. 49240

May 7, 2007

"Restricted Area"
Description of a Parcel of Land being Part of Lot 34 as shown on map entitled "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York and Filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571.

Beginning at a point in Lot 34, said point being S18° 22'15"W, and a distance of 32. 56 feet from a point formed by the intersection of division line between the northeasterly side of Lot 34 and the southwesterly side of Fairway Lane, also shown as a 20 ft. Right-Of-Way on R.O. Map No. 3571, thence running in Lot 34 the following courses and distances:

N79° 49'02"W, 13.98 feet;
S11° 19'48"W, 46.92 feet;
S45° 07'43"E, 19.53 feet;
N89° 16'13"E, 17.17 feet;
S29° 07'34"E, 9.16 feet;
S35° 06'05"E, 23.20 feet;
N74° 54'51"E, 10.95 feet; and
N24° 08'23"W, a distance of 89.00 feet to the point and place of beginning.

WESTCHESTER COUNTY CLERK RECORDING SHEET

110 Dr. Martin Luther King, Jr. Boulevard White Plains, NY 10601

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH DOCUMENT

This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this document. To the best of the submitter's knowledge the information contained on this Recording Sheet is consistent with the information contained in the attached document.

SUBMITTER INFORMATION: Title Number: 3707-00284

Company: CHICAGO TITLE INSURANCE COMPANY

Address: 245 MAIN STREET, 2ND FLOOR

City WHITE PLAINS State: NY Zip: 10601 Telephone: (914) 684-3600

Attention: RECORDING DEPARTMENT

Document type: DECLARATION OF COVENANTS

# of pages - 8

1st party name(s) (i.e. grantor/mortgagor) On page 1 of document — Business Entity

ESTATE APPRAISAL & VALUATION CO., INC. ☐

☐ ☐ ☐ ☐ ☐

2nd party name(s) (i.e. grantee/mortgagee) On page 1 of document — Business Entity

SCOTT SCHNEIDERMAN ☐

JOANNA WOLFF ☐

☐ ☐ ☐

Mortgage Amount On page ____ of document

$

OR

Consideration/Conveyance Amt:

$

Dwelling Type: For Mortgage Only On page ____ of document

☐ 1 to 2 family

☐ 1 to 6 family

☐ Not 1 to 6 family

Check if submitted:

☐ RP-5217 - ☐ $75 ☐ $165

☑ TP-584 - Type of property conveyed [1 through 8] 4

☐ TP-584.1 ☐ IT-2663

TAXES PAID:	Amount	Reference # Or Check #
Mortgage Tax	$	
Transfer Tax	$	
Mansion Tax	$	

RECORDING FEES PAID:	Amount	Reference # or Check #
	$	

Tax designation (Section, Block & Lot) On page 1 of document

SECTION -- BLOCK 934 LOT 90

City(ies) or Town(s) for Property Description On page 1 of document

V/O & T/O MAMARONECK

MORTGAGE TAX AFFIDAVITS SUBMITTED:

☐ 252 ☐ 255 ☐ 280 Other:

☐ 253 ☐ 260 ☐ 339-ee

Cross Reference(s): On page ____ of document

Property Description -- If required, check the one contained within the document. On page 5 of document

☑ Metes & bounds

☐ Lot number on map filed in the Office of the County Clerk

☐ Refer to deed recorded in the Office of the County Clerk

Record and Return To:

CHICAGO TITLE INSURANCE COMPANY

245 MAIN STREET

WHITE PLAINS, NEW YORK 10601

480980293EAS1

Control Number
480980293

Instrument Type
EAS

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)
***** DO NOT REMOVE *****

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:
TYPE OF INSTRUMENT: EAS - EASEMENT
FEE PAGES: 11 TOTAL PAGES: 11

RECORDING FEES

STATUTORY CHARGE	$6.00
RECORDING CHARGE	$33.00
RECORD MGT. FUND	$19.00
RP 5217	$0.00
TP-584	$5.00
CROSS REFERENCE	$0.00
MISCELLANEOUS	$0.00
TOTAL FEES PAID	$63.00

TRANSFER TAXES

CONSIDERATION	$0.00
TAX PAID	$0.00
TRANSFER TAX #	10526

RECORDING DATE: 4/14/2008
TIME: 11:10:00

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	$0.00
EXEMPT	
COUNTY TAX	$0.00
YONKERS TAX	$0.00
BASIC	$0.00
ADDITIONAL	$0.00
MTA	$0.00
SPECIAL	$0.00
TOTAL PAID	$0.00

SERIAL NUMBER:
DWELLING:

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, NEW YORK IN THE:
TOWN OF MAMARONECK

WITNESS MY HAND AND OFFICIAL SEAL

TIMOTHY C. IDONI
WESTCHESTER COUNTY CLERK

Record & Return to:
PAUL NOTO, ESQ.
650 HALSTEAD AVE.

MAMARONECK, NY 10543

BTA C99037
9-942-p10 368
TNU | Mamaroneck
0293
P-10

WESTCHESTER JOINT WATER WORKS

THIS AGREEMENT made this day of / by and between Hampshire Country Club, Inc. doing business as 1025 Cove Road, Mamaroneck, New York 10543, a corporation organized and existing under the laws of the State of New York, hereinafter referred to as the "GRANTOR", and the WESTCHESTER JOINT WATER WORKS, a public benefit corporation organized and existing under the laws of the State of New York, having its principal office and place of business at 1625 Mamaroneck Ave, Mamaroneck, New York , hereinafter referred to as the "Water Works", and the Town & Village of Mamaroneck, being municipal corporation organized and existing under the laws of the State of New York, having its principal office and place of business at 740 W. Boston Post Rd Mamaroneck, New York, hereinafter jointly referred to as the "GRANTEE".

WITNESSETH,

WHEREAS, the Grantor is the owner of a certain tract of land situate, lying and being in the Town & Village of Mamaroneck, County of Westchester and State of New York, and which tract of land is more particularly described in the lease made between Estate Appraisal & Valuation Co., Inc., as landlord and Hampshire Country Club, Inc. as tenant, dated as of January 2, 1952, a memorandum of which was recorded September 23,1952 in Liber 5138 Cp.174 and modified by Agreement made between the aforesaid parties, dated January 26, 1955 and recorded February 10, 1955 in Liber 5422 Cp. As further modified by Agreement made between the aforementioned parties, dated May 7, 1959 and recorded May 15, 1959 in Liber 5907 Cp. 428, as further modified by Agreement made between the aforesaid parties, dated February 27, 1967 and recorded March 21, 1967 in Liber 6694 Cp. 389, as further modified by Agreement made between Hampshire Country Club and Marie Hoffman, dated July 8, 1969 and recorded July 16, 1969 in Liber 6869 Cp. 174, as further modified by Second Amendment to Lease made between Estate Appraisal & Valuation Co., Inc. and Hampshire Country Club, Inc. dated August 25, 1994 and to be recorded, as further modified by Fifth Amendment to Lease made between Estate Appraisal & Valuation Co., Inc. and Hampshire Country Club, Inc. dated as of January 16, 2002, recorded September 17, 2002 under Control No. 422540215, is valid and subsisting lease upon the premises for the unexpired term thereof and may be assigned or mortgaged by Hampshire Country Club, Inc.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have agreed and by these presents do agree as follows:

FIRST, the Grantor does hereby grant to the Grantee a perpetual and permanent easement and right-of-way in, under, across and over the property of the Grantor, and more particularly described in Schedule A attached hereto. Said Easement and Right of Way is conveyed and shall be used by the Grantee for the sole purpose of installing, operating, maintaining, inspecting, repairing, replacing and relaying water mains with necessary valves, hydrants, fittings and appurtenances thereto, hereinafter referred to as "water mains" for the transmission and distribution of water;

SECOND, the Water Works agrees that it will install its water mains through the property of the Grantor, the design thereof including but not limited to the size, location and type of material to be used, to be at the sole discretion of the Grantee.

THIRD, the Grantor agrees to deposit in advance with the Water works the entire cost and expense of installing said water mains. Said deposit shall be based upon an estimate to be furnished by the Water Works to the Grantor. Adjustment shall be made upon the completion of the said work, upon a statement by the Water woks of the actual cost and expense incident thereto, which statement shall be accepted as final between the parties hereto. In the event such statement of the cost and expense shall exceed the sum estimated and paid as aforesaid, the Grantor hereby agrees to pay to the Water Works upon demand the total amount of such excess cost. In the event that said statement of cost and expense shall be less than the sum estimated and paid as aforesaid, the Water Works hereby agrees to pay to the Grantor the difference between the amount of said estimate and the actual cost and expense as given in said final statement upon completion.

FOURTH, in the event that the Grantor elects to install the water main himself or with his own contractor, the Grantor shall install such mains in accordance with the plans, specifications, rules, regulations and other requirements of the Water Works and in accordance with all applicable statutes, laws and pertinent regulations, and shall be directed by and obey the instructions of the Water Works' engineer or his representative on the job. All material supplied by the Grantor shall meet Water Works specifications and shall be subject to Water Works approval prior to being ordered by the Grantor. All work shall be done at no expense to the Grantee.

FIFTH, OWNERSHIP AND RIGHT OF WAY. It is agreed that the said water mains shall at all times remain the property of, and subject to the sole control of the Grantee, its successors and assigns, forever. And the Grantor hereby authorizes and empowers the said Grantee, its agents, servants, and workmen to enter in and upon the said property with tools, materials, and equipment for the purpose of installing said water mains and at all times keeping the same in repair and inspecting, altering or connecting to the same. The Grantor hereby authorizes the Grantee, its successors and assigns, to enter in and upon the Easement and Right of Way with men and machinery, vehicles and material, at any and all times for the purpose of installing, operating, maintaining, inspecting, repairing, replacing and relaying water mains, and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted. It is agreed that no person shall do any work upon, to or affecting any of the said water mains except duly authorized employees or agents of the Water Works. Provided, however, that after installing, maintaining, repairing, replacing or relaying the said water mains, the streets or other easement areas shall be restored by the Water Works to as good condition as they were in previous to such work, except that the Water Works shall not be obligated to restore landscaping other than resodding any grass which was removed upon entry.

SIXTH, PRIOR RIGHTS. And the Grantor agrees that in the event of any change in ownership or the dedication of any of the land in which the water mains of the Grantee are installed, such transfer or change of title shall be made subject to

the rights of the Grantee under this agreement. Any mortgages or liens on the property shall be subordinated to this Agreement, and evidence of ownership containing this subordination shall be furnished the Grantee in the form of a satisfactory Certificate of Title at the time of the execution of this Agreement.

SEVENTH, LINES AND GRADES. The Grantor agrees that before the commencement of work by the Water Works, he will clearly indicate upon the ground by means of stakes or in some other equally positive manner the exact lines and grades to which the street, highway, or land in which the said water mains are to be laid is to be finally built. The Grantor also agrees that he will grade the said street, highway, or land so that it will be at all points within less than one foot (1') of the above finished grades before the Water Works commences the work of installing the said water mains. The Water Works, however, shall not be required to lay its water mains according to lines or grades of which it does not approve.

It is further agreed between the parties that if prior to the dedication and acceptance of any street or highway by any municipality under which water mains are laid in conformity with this agreement it shall become necessary to change, or move the said pipes or their appurtenances by reason of any change or alteration in the lines or grades of the street, highway, or land in which they are laid as determined by the Water Works, then the expense of such change or moving of said water mains and their appurtenances, and any other expense incidental thereto, shall be borne by the Grantor and shall in no event be charged to or borne by the Grantee.

Furthermore, the Grantor agrees that the Water Works shall not be obligated to make any taps or to install any service lines until the curbs (and sidewalks, where applicable) and driveway cuts have been constructed. In lieu of such construction, the Water Works shall not be obligated to make any taps or to install any service lines where the curbs (and sidewalks, where applicable) have not yet been constructed, until the line and grade of the curb line (and sidewalks, where applicable) and driveway locations are clearly indicated by stakes.

EIGHTH, CHANGE OF GRADE. Any change in grade of more than six inches (6") of either cut or fill from the approved cover after acceptance of the main by the Water Works, made or permitted to be made by Grantor without prior written approval of the Water Works, will necessitate the replacement or relocation of the main to a depth acceptable to the Water Works at the expense of the Grantor. Such replacement or relocation shall be done in accordance with Water Works design and specifications and under its supervision and inspection. Such work shall be commenced in no more than 30 calendar days after Water Works notifies Grantor of the violation of the easement terms and of the necessity to replace or relocate the main. Thereafter the Water Works shall be empowered to enter upon the premises and perform the necessary work, and shall bill the Grantor for all expenses incurred. If such bill is not paid within 30 days of the date it is rendered, the Water Works shall have the right to file such bill as a lien against the property.

NINTH, ADJACENT CONSTRUCTION. It is agreed by the Grantor that he will not build nor allow to be built at any time hereafter, on, in or over the said property any structure. No other pipes or conduits shall be laid within two (2) feet measured horizontally, from the said water mains except pipes crossing same at right angles in which latter case, a minimum distance of six (6") inches shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers the said water mains. However, should the Grantor wish to relocate the said water mains, he may, at his own expense, provide a new location for the said water mains, which location shall be acceptable to the Grantee, and the Water Works will then move said water mains to said new location, and the whole cost of such moving and altering and any expenses incidental thereto, shall be borne by the Grantor.

It is further understood and agreed that in case of any damage to the water mains, or other injuries to the property of the Grantee in connection therewith, which are caused by the acts or neglect of the Grantor, the amount of such damage shall be paid to the Grantee by the said Grantor.

TENTH, PUBLIC HYDRANTS. The Grantor agrees to deposit in advance with the Water Works an amount of $250.00 for each hydrant to be installed through the property of the Grantor. These monies will be used to make repairs to any hydrant damaged and/or to pay for any water taken illegally from any hydrant, based on an estimate of the quantity used as determined by the Water Works prior to the acceptance of the street(s) by the municipalities, whether such usage or damage was done by the Grantor, the Grantor's subcontractor or others to whom the Grantor sold building lots. Adjustment shall be made upon completion of said work, upon a statement by the Water Works of the actual cost and expense incident thereto, which statement shall be accepted as final between the parties hereto. In event such statement of the cost and expense shall exceed the sum estimated and paid as aforesaid, the Grantor hereby agrees to pay the Water Works upon demand the total amount of such excess cost. In the event that said statement of cost and expense shall be less than the sum estimated and paid as aforesaid, the Water Works hereby agrees to pay the Grantor the difference between the amount of said estimate and the actual cost and expense as given in said final statement upon completion.

ELEVENTH, CERTIFICATE OF DOING BUSINESS. It is further understood and agreed that the Grantor will furnish to the Grantee a certificate of doing business, if a single proprietor, or a partnership certificate if a partnership, if required.

TWELVETH, IT IS FURTHER UNDERSTOOD AND AGREED that this contract shall bind the heirs, legal representatives, successors, or assigns of the parties hereto, and shall run with the land.

IN WITNESS WHEREOF, the individual parties have hereunto set their hands and seal and the corporate parties hereunto have caused these presents to be executed by their duly authorized officers and their corporate seals to be hereunto affixed the day and year first above written.

HAMPSHIRE COUNTRY CLUB
By: _____ (L.S.)
Stanley Brettschneider, President

WESTCHESTER JOINT WATER WORKS
By: _____ (L.S.)
Valerie O'Keefe Chairperson

TOWN OF MAMARONECK
VILLAGE OF MAMARONECK
~~TOWN/VILLAGE OF HARRISON~~
By: _____ (L.S.)
Valerie O'Keefe,
Town Supervisor

R & R: Paul Noto ESQ
650 Halstead Ave
Mamaroneck, ~~Ave~~ NY
10543

Richard A. Spinelli
910 E. Boston Post Road
Mamaroneck, N. Y. 10543
(914) 381-2357
N.Y.S. Lic. Land Surveyor
No. 49240

October 17, 2007

Description of a proposed 15 foot easement to the Westchester Joint Water Works over a portion of Lot 16, as shown on "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York and filed in theWestchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571.

Beginning at a point on the division line between the southeasterly side of Lot 16 and the northwesterly side of Delancey Cove Road South, said point being 14.09 feet southwesterly, as measured along Delancey Cove Road South from the division line between Lots 16 and 17, thence running along the northwesterly side of Delancey Cove Road South, S54° 55'30"W, a distance of 15.27 feet; thence running through Lot 16, N45° 50'12"W, a distance of 166.71 feet to a point on the southeasterly side of Delancey Cove Road North; thence running along Delancey Cove Road North, N42° 33'00"E, a distance of 7.06 feet; thence continuing along Delancey Cove Road North, on a curve to the right and in a northeasterly direction, having a radius of 250.00 feet and a length of 7.95 feet; thence running through Lot 16, S45° 50'12"E, a distance of 169.52 feet to the point and place of beginning.

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

On the 23 day of January, in the year 2008, before me, the undersigned, personally appeared Stanley Bretschneider, 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.

Notary Public

HERBERT N. POSNER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02PO5024357
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES MARCH 7, 2010

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

On the 12 day of February, in the year 2008 before me, the undersigned, personally appeared Valerie M. O'Keefe, 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.

Notary Public

PAUL NOTO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4740754
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES SEPT. 30, 2009

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

On the 12 day of February, in the year 2008 before me, the undersigned, personally appeared Valerie M. O'Keefe, 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.

Notary Public

VERIFICATION

PAUL NOTO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4740754
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES SEPT. 30, 2009

WESTCHESTER COUNTY CLERK RECORDING SHEET

110 Dr. Martin Luther King, Jr. Boulevard White Plains, NY 10601

--------- THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH DOCUMENT ---------

This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this document. To the best of the submitter's knowledge the information contained on this Recording Sheet is consistent with the information contained in the attached document.

SUBMITTER INFORMATION: Title Number: BTA 99037

Company: Benchmark Title Agency, LLC

Address: 222 Bloomingdale Road

City White Plains, State: N.Y. Zip: 10605 Telephone: 914-250-2400

Attention: ~~Willa~~

Document type: Easement

# of pages - 8

1st party name(s) (i.e. grantor/mortgagor) On page ____ of document — Business Entity

Hampshire [ ]
Country Club [ ]
[ ]
[ ]
[ ]

2nd party name(s) (i.e. grantee/mortgagee) On page ____ of document — Business Entity

Westchester [ ]
Joint Water [ ]
Works + Town/ [ ]
Vill of Mamaroneck [ ]
[ ]

Mortgage Amount On page ____ of document

$

OR

Consideration/Conveyance Amt:

$

Dwelling Type: For Mortgage Only On page ____ of document

[ ] 1 to 2 family
[ ] 1 to 6 family
[ ] Not 1 to 6 family

Check if submitted:

[ ] RP-5217 - [ ] $75 [ ] $165
[ ] TP-584 - Type of property conveyed [1 through 8] ____
[ ] TP-584.1 [ ] IT-2663

TAXES PAID:

	Amount	Reference # Or Check #
Mortgage Tax	$	
Transfer Tax	$	
Mansion Tax	$	

RECORDING FEES PAID:

	Amount	Reference # or Check #
	$ 52 -	

Tax designation (Section, Block & Lot) On page ____ of document

9-942-p10568

City(ies) or Town(s) for Property Description On page ____ of document

T + V Mamaroneck

MORTGAGE TAX AFFIDAVITS SUBMITTED:

[ ] 252 [ ] 255 [ ] 280 Other: ____
[ ] 253 [ ] 260 [ ] 339-ee

Cross Reference(s): On page ____ of document

Property Description -- If required, check the one contained within the document. On page 8 of document

[ ] Metes & bounds

[ ] Lot number on map filed in the Office of the County Clerk

[ ] Refer to deed recorded in the Office of the County Clerk

Record and Return To:

Paul Noto, ESQ
650 Halstead Ave.
Ste 105
Mamaroneck NY
10543

480030211DED1

Control Number
480030211

Instrument Type
DED

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)
***** DO NOT REMOVE *****

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:
TYPE OF INSTRUMENT: DED - DEED
FEE PAGES: 8 TOTAL PAGES: 8

RECORDING FEES

STATUTORY CHARGE	$6.00
RECORDING CHARGE	$24.00
RECORD MGT. FUND	$19.00
RP 5217	$165.00
TP-584	$5.00
CROSS REFERENCE	$0.00
MISCELLANEOUS	$0.00
TOTAL FEES PAID	$219.00

TRANSFER TAXES

CONSIDERATION	$1,775,000.00
TAX PAID	$0.00
TRANSFER TAX #	6840

RECORDING DATE: 1/9/2008
TIME: 10:56:00

TAXES PAID IN ALBANY

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	$0.00
EXEMPT	
COUNTY TAX	$0.00
YONKERS TAX	$0.00
BASIC	$0.00
ADDITIONAL	$0.00
MTA	$0.00
SPECIAL	$0.00
TOTAL PAID	$0.00

SERIAL NUMBER:
DWELLING:

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, NEW YORK IN THE:
TOWN OF MAMARONECK

WITNESS MY HAND AND OFFICIAL SEAL

TIMOTHY C. IDONI
WESTCHESTER COUNTY CLERK

Record & Return to:
KRISS & FEUERSTEIN LLP
360 LEXINGTON AVENUE

NEW YORK, NY 10017

P-7

BARGAIN AND SALE DEED

15440-w

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS

ESTATE APPRAISAL & VALUATION CO., INC. TO
TARA SLONE GOLDSTEIN

Dated: August 23, 2007

Block:	942
Lots:	568
Address:	Fairway Lane Town of Mamaroneck, New York
County:	Westchester

Record and Return to:

Kriss & Feuerstein LLP
360 Lexington Avenue
New York, NY 10017
Attn: David S. Kriss, Esq.

BARGAIN AND SALE DEED

THIS INDENTURE made this 23rd day of August, 2007, between Estate Appraisal & Valuation Co., Inc., a corporation organized and existing under the laws of the State of New York, each having its principal offices at 1025 Cove Road, Mamaroneck, New York (collectively referred to as "Grantor"), and Tara Slone Goldstein, residing at 825 Pirate's Cove, Mamaroneck, New York (collectively referred to as "Grantee").

WITNESSETH:

That Grantor, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, grant and release unto Grantee, its heirs and successors and assigns, forever:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Mamaroneck, Town of Mamaroneck, County of Westchester and State of New York. See Schedule "A" attached hereto and made a part hereof. Said premises are also known and designated on the tax assessment map of the Town of Mamaroneck and County of Westchester as Block 942 and Lot 568. Said premises being and intended to be a portion of the same premises conveyed to the Grantor herein by Deed dated 5/28/52 recorded 6/2/52 in Liber 5100 Page 491. Said premises do not constitute all or substantially all of the assets of the Grantor herein.

TOGETHER with a perpetual easement (the "Right of Way Easement") for ingress and egress between Fairway Lane and the premises, to be used solely for vehicular and pedestrian traffic and for the installation of utilities servicing the premises, as described in Schedule "B" attached hereto and made a part hereof. Nothing herein shall be deemed to convey or limit Grantor's rights with respect to said Right of Way Easement provided that Grantor shall not interfere with the use of the Right of Way Easement to provide access to the premises;

The premises conveyed by this deed is also subject to the covenants and restrictions set forth in a certain Declaration of Covenants in favor of Scott Schneiderman and Joanna Wolff dated as of July 12, 2007 and recorded in the office of the Westchester County Clerk.

Grantor, for itself and its heirs and assigns forever, reserves unto itself an easement and right of way over that portion of the premises described in Schedule "C" attached hereto and made a part hereof, for the purpose of golf course (including use by golfers and their guests, including use of golf carts, etc.) usage.

TOGETHER with all right, title and interest, if any, of the party of the first part, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of Grantor in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto Grantee, its heirs and successors and assigns, forever.

AND Grantor covenants that Grantor has not done or suffered anything whereby said premises have been encumbered in any way whatever, except as aforesaid;

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, Grantor has duly executed this Deed the day and year first written above.

ESTATE APPRAISAL & VALUATION CO., INC.

By: _____

Print Name: Stan Brettschneider

Print Title: President

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

On the 23rd day of August in the year 2007 before me, the undersigned, a notary public in and for said state, personally appeared Stan Brettschneider, 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 (s)he executed the same is his/her capacity and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Seth M. Mandelbaum

Notary Public

My commission expires:

SETH M. MANDELBAUM
NOTARY PUBLIC, State of New York
No. 02MA5078845
Qualified in Westchester County
Commission Expires June 2, 2011

Fidelity National Title Insurance Company

SCHEDULE A *(Description)*

ALL that certain plot, piece or parcel of land known as Lot 33 and a Portion of Lot 34 as shown on a map entitled "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York and filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571.

Beginning at a point formed by the intersection of division line between the northeasterly side of Lot 34 and the southwesterly side of lands of Otto Harbach (shown on R.O. Map 3571) with the southeasterly side of Fairway Lane, also shown as a 20 ft. Right-Of-Way on R.O. Map No. 3571, thence running into Lot 34, S 18° 22' 15" W, a distance of 32.56 feet; thence running S 24° 08' 23" E, a distance of 157.70 feet to a point on the division line between Lots 33 and 34; thence running along the division line between Lots 33 and 34, N 61° 27' 10" E, a distance of 22.07 feet to land formerly Otto Harbach; thence running along Lands of Harbach, S 24° 08' 23" E, a distance of 223.95 feet to a point on the northerly side of lands of Hampshire Golf Course, Inc., N 81° 17' 40" W, a distance of 275.41 feet; thence running on a curve to the right, along the division lines of Lots 33 and 34, having a radius of 80.00 feet and a length of 155.07 feet; thence running along the westerly boundary of Lot 34, N 29° 46' 00" E, a distance of 178.70 feet; thence running along Lot 34 on a curve to the right and in a northeasterly direction, having a radius of 70.00 feet and length of 38.71 feet; thence running N 16° 27' 10" E, a distance of 54.94 feet to the point and place of beginning.

TOGETHER with the benefits of the following described easement:

Description of a 20 foot Right-Of-Way adjacent to Lot 34 and a Portion of Lot 33 as shown on map entitled "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York and filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O.W. Map No. 3571.

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town and Village of Mamaroneck, Westchester County, New York and filed in the Westchester County Clerk's Office, being more particularly described as follows:

Beginning at a point formed by the intersection of the southerly side of a 20 ft. Right-of-Way (known as Fairway Lane) with the northerly end of the division line between Lot 34 and lands formerly belonging to Otto Harbach, thence running along the division line between the 20 foot R.O.W. and Lot 34, S 61° 27' 10" W, a distance of 54.94 feet, thence continuing along the 20 foot R.O.W. on a curve to the left having a radius of 70.00 feet and a length of 38.71 feet; thence continuing along the 20 foot R.O.W. S 29° 46' 00" W, a distance of 178.70 feet; thence running along the 20 ft. R.O.W. and Lots 34 and 33, on a curve to the left, having a radius of 80.00 feet and a length of 106.39 feet, thence running along the southerly end of the 20 foot R.O.W., S 43° 33' 00" W, a distance of 20.00 feet; thence running along the westerly side of the 20 foot R.O.W., on a curve to the right and in a northerly direction, having a radius of 100.00 feet and a length of 133.02 feet; thence running along the 20 foot R.O.W., N 29° 46' 00" E, a distance of 178.70 feet; thence continuing along the 20 foot R.O.W. on a curve to the right, having a radius of 90.00 feet and a length of 49.77 feet; thence continuing along the 20 foot R.O.W., N 61° 27' 10" E, a distance of 54.94 feet; thence running S 28° 32' 50" E, a distance of 20.00 feet to the point and place of beginning.

***THE POLICY TO BE ISSUED** under this Commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.*

***FOR CONVEYANCING ONLY:** Together with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.*

SCHEDULE "B"

Richard A. Spinelli
910 E. Boston Post Road
Mamaroneck, N.Y. 10543
(914) 381-2357
N.Y.S. Lic. Land Surveyor
No. 49240

August 22, 2007

Cartpath Easement

Description of Parcel of Land being a Portion of Lot 33 as shown on a map entitled "Map of Eagle Hommocks" in the Town and Village of Mamaroneck, Westchester County, New York and Filed in the Westchester County Clerk's Office, Division of Land Records on March 15, 1930 as R.O. Map No. 3571.

Beginning at a point on the division line between the southerly side of Lot 33 with Lands of Hampshire Golf Course. Inc. said point being 97.05 feet westerly, as measured along the southerly side of Lot 33 from land formerly Otto Harbach, as shown on R.O. Map 3571; thence running into Lot 33, N63° 08'44"W, a distance of 15.21 feet; thence running in Lot 33 on a curve to the left, having a radius of 107.00 feet and a length of 34.54 feet; thence running in Lot 33, N81° 38'20"W, a distance of 55.00 feet; thence running on a curve to the left, having a radius of 130.00 feet and a length of 49.82 feet to a point on the division line between Lot 33 and Lands of Hampshire Golf Course, Inc., S81° 17'30"E, a distance of 151.98 feet to the point and place of beginning.

WESTCHESTER COUNTY CLERK RECORDING SHEET

110 Dr. Martin Luther King, Jr. Boulevard White Plains, NY 10601

---------- **THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH DOCUMENT** ----------

This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this document.
To the best of the submitter's knowledge the information contained on this Recording Sheet is consistent with the information contained in the attached document.

SUBMITTER INFORMATION: Title Number: 15440-W

Company: Fidelti National title Insurance

Address: One Park Avenue, suite 1402

City New York State: NY Zip: 10016 Telephone: 212-481-5858

Attention: Reccording Department

Document type: Deed

# of pages - 6

1st party name(s) (i.e. grantor/mortgagor) On page 1 of document — Business Entity

Estate Appraisal & Valuation Co. ☐

☐

☐

☐

☐

2nd party name(s) (i.e. grantee/mortgagee) On page 1 of document — Business Entity

Tara Slone Goldstein ☐

☐

☐

☐

☐

Mortgage Amount On page 36 of document

$

OR

Consideration/Conveyance Amt:

$ 1775000

Dwelling Type: For Mortgage Only On page ____ of document

☐ 1 to 2 family

☐ 1 to 6 family

☐ Not 1 to 6 family

Check if submitted:

☑ RP-5217 - ☐ $75 ☑ $165

☑ TP-584 - Type of property conveyed [1 through 8] 4

☐ TP-584.1 ☐ IT-2663

TAXES PAID:

	Amount	Reference # Or Check #
Mortgage Tax	$	
Transfer Tax	$ pre paid	
Mansion Tax	$	

RECORDING FEES PAID:

	Amount	Reference # or Check #
	$	

Tax designation (Section, Block & Lot) On page 1 of document

Bl. 942 Lot 568

MORTGAGE TAX AFFIDAVITS SUBMITTED:

☐ 252 ☐ 255 ☐ 280 Other:

☐ 253 ☐ 260 ☐ 339-ee

City(ies) or Town(s) for Property Description On page 1 of document

Mamaroneck

Cross Reference(s): On page ____ of document

Property Description -- If required, check the one contained within the document. On page 5 of document

☑ Metes & bounds

☐ Lot number on map filed in the Office of the County Clerk

☐ Refer to deed recorded in the Office of the County Clerk

Record and Return To:

Davids S. Kriss, esq.
Kriss & Feuerstrin LLP
360 Lexington Avenue
New York, NY 10017

See Easmt Liber 5095 Page 835K

KNOW ALL MEN BY THESE PRESENTS:

That S. M. H, CORPORATION and HOMMOCKS HOLDING CORPORATION, New York Corporations with their principal place of business in the Town of Mamaroneck, Westchester County, State of New York, Parties of the First Part, for and in consideration of the sum of one ($1.00) dollar and other good and valuable considerations in hand paid by VILLAGE OF MAMARONECK, a Municipal Corporation in the County of Westchester and State of New York, party of the second part, the receipt of which is hereby acknowledged, has granted and leased and by these presents does grant and lease unto the said party of the second part, its successors and assigns, an Easement and Right of Way to maintain, operate and repair sewer mains, pipes and lines, and appurtenances thereto, and to make, repair, install, maintain and operate any and all necessary house connections in, through, and under all the streets, roads, lanes or avenues in, upon or through the lands of the party of the first part, situate in the Town and/or Village of Mamaroneck, Westchester County, New York, which aforesaid streets, roads, lanes or avenues are described or shown upon a map or maps and amendments thereto, of the property of the party of the first part, filed in the office of the Register of the County of Westchester, being entitled "Amended Subdivision Map of Eagle Hommocks, Town of Mamaroneck and Village of Mamaroneck, Westchester County, New York, made by A. J. Foote Engineering Corporation, Larchmont, New York, July 10th, 1929, and filed in the office of the Register of the County of Westchester on March 15th, 1930 as Map No. 3571."

It being the intention of the Parties of the first part to grant and lease to the Party of the second part a RIGHT OF WAY and EASEMENT in and to any and all streets, roads, lanes or avenues, heretofore constructed, now being constructed or hereafter laid out and/or constructed in, through or upon the lands of the Parties of the First Part at Orienta Point, in the Town of Mamaroneck, County of Westchester and State of New York, for the

purposes adequately to install (when not installed by the Parties of the First Part), maintain, operate and repair the sewer mains and system, together with all necessary house connections.

The grantors herein, Parties of the First Part, their successors and assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Village of Mamaroneck, Party of the Second Part.

The grantee herein, Party of the Second Part, its successors and assigns hereby agrees to at all times maintain, operate and repair any and all sewer mains and appurtenances thereto now in the premises, and agrees to pay all charges for such maintenance, operation and repairs and in the event it shall become necessary in the exercise of any rights hereunder to disturb, damage or destroy any surfacing, or road paving, of any street, road, lane or avenue, the party of the Second Part, its successors or assigns shall restore the same to its original condition.

The party of the Second Part, its successors or assigns shall at all times maintain, operate and repair the beforementioned sewer mains and appurtenances, and make any and all house connections in such manner as shall at all times in no wise interfere with the use of or damage to any water, telephone or electric light lines, pipes or conduits, or other appurtenances used in connection therewith, or any part thereof, and also so as not to damage the property of others adjacent to any of the streets, roads, lanes or avenues in which this Easement and lease is granted except by and for the consent of the adjacent owner.

The party of the Second Part, its successors or assigns, shall at all times exercise its rights hereunder in such a manner as shall cause the least interference with traffic upon and the use of the before

mentioned streets, roads, lanes or avenues or public highways.

This Grant and Easement shall at all times be deemed to be, and shall be a continuing covenant running with the land and [illegible] all streets, roads, lanes or avenues which the parties the First Part shall establish, by construction, use or dedicate upon or as applied or hereafter filed in the office of the Register of Westchester County, of any lands or portions thereof of the Parties of the First Part, adjacent, lying and being in that district known as Orienta Point, Town of Mamaroneck, Westchester County, New York and shall be binding upon the legal representatives, successors and assigns of the party of the First Part hereto.

This grant and Easement shall at all times be concurrent with any grant or Easement heretofore made by the Parties of the First Part to the Westchester Lighting Company, New York Telephone Company, and Westchester Joint Water Works No. 1, and all rights hereunder shall be exercised in such a manner as not to in any wise interfere with the rights of the Westchester Lighting Company, New York Telephone Company and Westchester Joint Water works No. 1 heretofore granted by the Parties of the First Part.

IN WITNESS THEREOF, the parties hereto have caused the same to be executed by their duly authorized officers and the seal of the Parties hereto affixed, this 1st day of April 1930.

S. M. H. CORPORATION

By: Wilmer W. Stolman
President

MOMMOOKS HOLDING CORPORATION

By: [illegible]
President

WILLIAM [illegible]

By: Augustus V. Hant
Mayor

Attest
[illegible] Clerk

S. M. H. CORPORATION CORPORATE SEAL 1925 NEW YORK

MOMMOOKS HOLDING CORPORATION CORPORATE SEAL 1928 NEW YORK

VILLAGE OF MAMARONECK INDUSTRY

STATE OF NEW YORK)
COUNTY OF ~~WESTCHESTER~~ New York) SS

On the 1st day of April 1930 before me came Wilmer W. Salmon, to me known, who being by me duly sworn, did depose and say that he resides in the Town of Mamaroneck, Westchester County, New York, that he is the President of S. M. H. CORPORATION, the corporation described 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 Directors of said corporation; and that he signed his name thereto by like order.

William Lowenthal
Notary Public

Notary Public Queens Co. No. 1089, Reg. No. 5460
Cert. filed in N. Y. Co. No. 187, Reg. No. 1471
Commission expires March 30th, 1931

WILLIAM LOWENTHAL NOTARY PUBLIC QUEENS COUNTY, N.Y.

- - - - - - - -

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On the 1st day of April 1930 before me came Frank H. Twyeffort, to me known, who being by me duly sworn, did depose and say that he resides in the City of New Rochelle, Westchester County, New York; that he is the President of HOMMOCKS HOLDING CORPORATION, the corporation described 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 Directors of said corporation; and that he signed his name thereto by like order.

William Lowenthal
Notary Public

Notary Public Queens Co. No. 1089, Reg. No. 5460
Cert. filed in N. Y. Co. No. 187, Reg. No. 1471
Commission expires March 30th, 1931

WILLIAM LOWENTHAL NOTARY PUBLIC QUEENS COUNTY, N.Y.

- - - - - - - -

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

On the 14th day of April 1930 before me came

to me known; who being by me duly sworn did depose and say that he resides in

that he is the Mayor of the VILLAGE OF MAMARONECK, a Municipal Corporation of Westchester County, New York, the corporation described 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 said Corporation, and that he signed his name thereto by like order.

Louis Zingsen
Notary Public
Westchester County

LIBER 3032 PAGE 428

State of New York,
County of New York, } ss.:

No. 20271 Series C

Form 2

I, DANIEL E. FINN, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county,

DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that

William L. Bowerman

whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of ..... with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this 29 day of 193 0

Clerk.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF MAMARONECK in the County of Westchester, N. Y. A true copy of the original EASEMENT RECORDED MAY 7, 1930, at 10:54 A.M. at request of LOUIS ZINGERSER

FEE: $ 3.60 No. 17322 ARTHUR S. MAUDLIN, Register.

R04294314

DED2

17

*** DO NOT REMOVE ***

WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT DED-DEED FEE PAGE 3 TOTAL PAGES 4
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	5.25	MORTGE. DATE	
REC'ING CHARGE	9.00	MORTGE. AMT	
RECMGT FUND	4.75	EXEMPT YES NO	
EA 5217	25.00		
TP-584	6.00	REC'D TAX ON ABOVE MTGE:	
CROSS-REF.	0.00	BASIC	
MISC.		ADDITIONAL $	
		SUBTOTAL $	
		SPECIAL $	
		TOTAL PAID $	

LIBER: 11013
PAGE : 59

THE PROPERTY IS SITUATED IN WESTCHESTER COUNTY, NEW YORK IN THE: TOWN OF MAMARONECK

TOTAL PAID
50.00

$ 0.00
CONSIDERATION

SERIAL NO. _____

DWELLING ___ 1-6 ___ OVER

_ DUAL TOWN
_ DUAL COUNTY/STATE

RECEIVED:
TAX AMOUNT $ 0.00
TRANSFER TAX# 0005632

___ HELD
___ NOT HELD _____

TITLE COMPANY NUMBER: _____

EXAMINED BY MAC2

TERMINAL CTRL# 94314R042

DATE RETURNED _____

0001268000 11/10/94CPA/DE 50.00
14:20

I HEREBY CERTIFY THAT THE ABOVE INFORMATION FEES AND TAXES ARE CORRECT
WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

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T 691

Standard N.Y.B.T.U. Form 8002; Bargain & sale deed, with covenant against grantor's acts—Ind. or Corp.; single sheet

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

R042

T 17

This deed is given in connection with property line dispute. No monetary consideration was given for this deed.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT – THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 25 day of August, nineteen hundred and ninety-four

BETWEEN FRANK KATZENBERG, residing at 905 Fontainbleau Terrace, Cincinnati, Ohio 54231, ROBERT KATZENBERG, residing at 84 Perth Avenue, New Rochelle, New York 10802, and HELEN MAY, residing at 40 Beaver Brook Road, Weston, Connecticut 06883, as Tenants in Common,

party of the first part, and ESTATE APPRAISAL & VALUATION CO., INC., c/o Marshall Breger, 1209 Burton Street, Silver Spring, Maryland 20910,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town and Village of Mamaroneck, Westchester County, New York and being a portion of Lot 35 as shown on "Map of Eagle Hommocks" in the Village and Town of Mamaroneck, Westchester County, New York and filed on March 15, 1930 as R.O. No. 3571 in the Westchester County Clerk's Office (Division of Land Records) being more particularly bounded and described as follows:

BEGINNING at a point on the division line between lands of Katzenberg and lands of the Hampshire Country Club, said point being the following courses and distances from the intersection of the westerly side of Orienta Avenue and the northerly side of Fairway Lane (20 foot right-of-way), South 61° 27′ 10" West, 540.12 feet; thence North 28° 32′ 50" West, a distance of 25.00 feet, thence on a curve to the right, having a radius of 42.50 feet and a length of 51.42 feet; thence running on the division line between lands of Katzenberg and lands of Hampshire Country Club, North 49° 13′ 10" West, a distance of 2.06 feet to the point of beginning; thence running along the said division line, North 49° 13′ 10" West, a distance of 19.00 feet; thence continuing along the said division line, North 30° 28′ 10" East, a distance of 143.00 feet; thence running into the lands of Katzenberg the following courses and distances:

South 0° 16′ 45" West, 5.66 feet;
South 30° 28′ 10" West, 53.00 feet;
South 7° 20′ 35" West, 37.40 feet;
and South 30° 28′ 10" West, a distance of 55.00 feet to the point and place of beginning.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Helen May
Helen May

Frank Katzenberg
Frank Katzenberg

Robert Katzenberg
Robert Katzenberg

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss:

On the 11th day of August 1994, before me personally came Helen May

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

GARRISON R. CORWIN JR.
Notary Public, State of New York
No. 4627112
Qualified in Westchester County
Commission Expires June 30, 1996

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss:

On the 11th day of August 1994, before me personally came Robert Katzenberg

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

GARRISON R. CORWIN JR.
Notary Public, State of New York
No. 4627112
Qualified in Westchester County
Commission Expires June 30, 1996

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss:

On the 11th day of August, 1994, before me personally came Frank Katzenberg to me known to be the individual in and who executed the foregoing instrument, and acknowledged that he executed the same.

GARRISON R. CORWIN JR.
Notary Public, State of New York
No. 4627112
Qualified in Westchester County
Commission Expires June 30, 1996

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ; that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. L 21324

FRANK KATZENBERG, ROBERT KATZENBERG and HELEN MAY, as Tenants in Common,

TO

ESTATE APPRAISAL & VALUATION CO., INC.

SECTION 9	9
BLOCK 934	72
LOT 78	17A
COUNTY OR TOWN	

RETURN BY MAIL TO:

Joseph Rafalowicz, Esq.
4th Floor
711 Westchester Avenue
White Plains, New York
Zip No. 10604

L & H ABSTRACT CORPORATION
188 East Post Road
White Plains, New York 10601

Reserve this space for use of Recording Office.