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To Mamaroneck

SEWER PIPE MAINTENANCE AGREEMENT

AGREEMENT made as of the 20th day of April, 2006

BETWEEN:

[REDACTED], residing at 943 Greacen Point Road, Mamaroneck, New York 10543 (hereinafter collectively referred to as "[REDACTED]"); and

[REDACTED], residing at 45 Hommocks Road, Larchmont, New York 10538 (hereinafter collectively referred to as "[REDACTED]"); and

[REDACTED], residing at 1170 Greacen Point Road, Mamaroneck, New York 10543 (hereinafter collectively referred to as "[REDACTED]"); and

[REDACTED], residing at 920 Fifth Avenue, New York, New York 10021 (hereinafter collectively referred to as "[REDACTED]"); and

[REDACTED], residing at 1326 Greacen Point Road, Mamaroneck, New York 10543 (hereinafter referred to as "[REDACTED]"); and

WHEREAS, [REDACTED] is the fee owner of real property (the [REDACTED]) having the address 943 Greacen Point Road, Mamaroneck, New York 10543, and designated on the Land Map of

Westchester County, State of New York as Section 9, Block 949,
Lot 26; and

WHEREAS, [REDACTED] is the fee owner of real property (the
[REDACTED]) having the address 1135 Greacen Point Road,
Mamaroneck, New York 10543, and designated on the Land Map of
Westchester County, State of New York as Section 9, Block 950,
Lot 391; and

WHEREAS, [REDACTED] is the fee owner of real property (the
[REDACTED]) having the address 1170 Greacen Point Road,
Mamaroneck, New York 10543, and designated on the Land Map of
Westchester County, State of New York as Section 9, Block 93B,
Lot 7; and

WHEREAS, [REDACTED] is the fee owner of real property (the
[REDACTED]) having the address 1209 Greacen Point Road,
Mamaroneck, New York 10543, and designated on the Land Map of
Westchester County, State of New York as Section 9, Block 93A,
Lot 4; and

WHEREAS, [REDACTED] is the fee owner of real property (the
[REDACTED]) having the address 1326 Greacen Point Road,
Mamaroneck, New York 10543, and designated on the Land Map of
Westchester County, State of New York as Section 9, Block 951,
Lot 20; and

WHEREAS, the real property respectively owned by each of the parties is improved, or will be improved, with a one-family dwelling situated on Greacen Point Road, Mamaroneck, New York (hereinafter referred to as "Greacen Point Road"; and

WHEREAS, in furtherance of the desire of each of the parties to connect their respective real property to the municipal waste disposal system maintained by the Incorporated Village of Mamaroneck (the "Village"), the parties have, pursuant to a separate agreement, contributed to the cost of installing sewer pipes in a trench under the bed of Greacen Point Road, one or more of which, as more particularly described in this Agreement, extends, or will extend, from a common manhole which is connected to the Village's waste disposal system to the real property owned by a party; and

WHEREAS, the parties desire to enter an agreement defining, among other things, their respective rights and obligations with respect to the use, maintenance, repair and extension, as the case may be, of the common manhole and of the particular sewer pipe or pipes, as the case may be, which extends, and, as hereinafter provided, will extend, from the common manhole to their real property and to other real property situated on Greacen Point Road; and

WHEREAS, each of the parties intends and agrees that the covenants, restrictions and obligations set forth in this Agreement shall run with the real property owned by each of the parties as more particularly described herein and shall be binding on each of the parties hereto and their respective heirs, successors and assigns to the extent hereinafter provided.

NOW, THEREFORE, each of the parties hereto warrant, represent and agree, as the case may be, as follows:

1.0 For the purpose of this Agreement, the following terms shall have the following meanings:

a. "Manhole" means and refers to the common manhole constructed and owned by the parties hereto which is presently located on Orienta Avenue, Mamaroneck, New York, at or near its intersection with Greacen Point Road.

b. "Connecting Pipe" means and refers to the pipe owned by the parties and which connects the Manhole to the Village's municipal waste disposal system.

c. "Manhole Conveyance Agreement" means and refers to a contemporaneous agreement between the Village, the parties

hereto and certain other parties pursuant to which the parties hereto have transferred, assigned and conveyed to the Village all of their right, title and interest, in and to the Manhole and Connecting Pipe in consideration of the Village's agreement to maintain the Manhole and Connecting Pipe in proper operating condition.

d. "sewer pipe" and the plural thereof means and refers to one or more of the nine sewer pipes (and any replacement thereof) lying side by side in a trench under the bed of Greacen Point Road, one or more of which, as hereinafter specifically designated, is owned by a party hereto, and currently extends, or will extend as hereinafter provided, from the Manhole to the real property owned by a party.

e. The "██████████" means and refers to two one and one quarter inch (1.25") sewer pipes owned by ██████████ which are the two westernmost sewer pipes in the trench and extend from the Manhole to the ██████████.

f. The "██████████" means and refers to two one and one quarter inch (1.25") sewer pipes owned by ██████████ which are the third and fourth westernmost sewer pipes in the trench and extend from Manhole to the ██████████.

g. The "██████████" means and refers to two

one and one quarter inch (1.25") sewer pipes owned by [REDACTED] which are the two easternmost sewer pipes in the trench and extend from the Manhole to the [REDACTED]

h. The "[REDACTED]" means and refers to a single two inch (2") sewer pipe (inclusive of the cleanouts and vents incorporated therein), owned by [REDACTED] which adjoins the [REDACTED] Pipes (immediately to the west thereof) and which extend from the Manhole to the [REDACTED].

i. The "[REDACTED]" means and refers to a single two inch (2") sewer pipe (inclusive of the cleanouts and vents incorporated therein), owned by [REDACTED] which adjoins the [REDACTED] Pipes (immediately to the east thereof) and when extended as hereinafter provided, will extend from the Manhole to the [REDACTED]

j. The "Extra Sewer Pipe" means and refers to a single two inch (2") sewer pipe currently owned by [REDACTED] [REDACTED] and located between the [REDACTED] [REDACTED] and which may be extended by [REDACTED] as provided in a separate agreement between [REDACTED], and may be made available by the parties to other owners of real property on Greacen Point Road (whether or not extended). [REDACTED] and [REDACTED] have no ownership interest in, or responsibility for, the Extra Pipe.

k. "Waste Disposal System" means and refers to the pumping equipment, valves, plumbing apparatus and sewer pipe located on, under, or over the real property owned by a party.

l. "Greacen Point Road Corporation" ("GPRC") means and refers to a corporation consisting of shareholders that own real property abutting Greacen Point Road.

m. "Parties" means and refers to the parties to this Agreement, any Future Participant (as hereinafter defined) and any other persons whose real property shall be given access to the Extra Sewer Pipe.

2.0 [REDACTED] represents and warrants that (i) he is the fee owner of the [REDACTED], (ii) he has full authority to enter into this Agreement and (iii) the [REDACTED] is more particularly bounded and described as set forth on Schedule A annexed hereto.

2.1 [REDACTED] represents and warrants that (i) he is the fee owner of the [REDACTED], (ii) he has full authority to enter into this Agreement and (iii) the [REDACTED] is more particularly bounded and described as set forth on Schedule B annexed hereto.

2.2 [REDACTED] represents and warrants that (i) he is the fee owner of the [REDACTED] (ii) he has full authority to enter into this Agreement and (iii) the [REDACTED] is more particularly bounded and described as set forth on Schedule C annexed hereto.

2.3 [REDACTED] represents and warrants that (i) he is the fee owner of the [REDACTED], (ii) he has full authority to enter into this Agreement and (iii) the [REDACTED] is more particularly bounded and described as set forth on Schedule D annexed hereto.

2.4 [REDACTED] represents and warrants that (i) he is the fee owner of the [REDACTED], (ii) he has full authority to enter into this Agreement and (iii) the [REDACTED] is more particularly bounded and described as set forth on Schedule E annexed hereto.

3.0 Each of the parties shall have the exclusive use of the sewer pipe or sewer pipes, as the case may be, designated herein as their property.

4.0 Each of the parties shall be solely responsible for, and shall pay, any expense relating to the maintenance, repair, replacement when necessary and proper operation of their sewer pipe.

5.0 Each of the parties shall be solely responsible for, and shall pay, any expense relating to the maintenance, repair, replacement when necessary and proper operation of their waste disposal system.

6.0 Each of the parties shall maintain their sewer pipe and waste disposal system in such manner as will not cause, or threaten to cause a sewer pipe owned by another party to lose access to, or its connection with, the Manhole.

6.1 Each of the parties shall maintain their sewer pipe and waste disposal system in such manner as will not cause, or threaten to cause the Manhole to malfunction or to lose its connection to the Village's waste disposal system.

6.2 No party shall, at any time, or under any circumstance, permit their sewer pipe or any part thereof to be split-off or to be otherwise shared by another owner of real property abutting Greacen Point Road (a "Future Participant") without first obtaining (a) an agreement in writing (x) affirming that each Future Participant of such pipe agrees to be bound fully by the terms of this Agreement, and (y) apportioning any liability with respect to the pipe in question among the then current owner thereof and each Future

Participant; (b) all required approvals from the Village and any other applicable regulatory body; and (c) an opinion of a qualified engineering firm that the sharing of a pipe by such Future Participant will not materially adversely affect the overall safety and soundness of the system or any other owner's pipe(s). In the event of a breach or threatened breach of the foregoing provisions, any or all of the remaining parties shall be entitled to pursue all remedies available at law and equity, including the right to seek a temporary restraining order, preliminary injunction and permanent injunction enjoining the split-off or sharing, as the case may be, of the offending party's sewer pipe.

7.0 Each party shall use, maintain and operate their sewer pipe and waste disposal system in such manner as will not jeopardize, impair or injure any part of any other party's waste disposal system, or the Manhole, or any other party's access to, and connection with, the Manhole or the Manhole's connection to the Village's waste disposal system.

8.0 In the event that a failure, breakdown or other malfunction (collectively a "Malfunction") shall occur with respect to a sewer pipe under such circumstances that it is

unclear as to which sewer pipe is involved, or the location where the Malfunction occurred or the cause thereof, any party hereto (the "Notifying Party") shall have the right to give each of the other parties bound by this Agreement notice of the Malfunction and request that the parties meet, in person or otherwise, for the purpose of selecting, by majority vote, a reputable contractor or other expert to determine the location of the Malfunction and the cause thereof. If the parties shall, for any reason whatsoever, fail to select such contractor or other expert within five (5) days from the date the notice is deemed given (pursuant to Section 20.0 hereof), the Notifying Party shall have the authority to select such contractor or other expert without consulting any other party and each of the remaining parties shall be bound by his determination. The parties hereto shall jointly share (on a pro rata basis in the manner provided in Section 10.0 hereof) the initial cost of determining the location and cause of the Malfunction including, without limitation, any excavation costs associated with same and the party responsible for the remediation thereof as herein provided, shall (i) promptly reimburse the other parties for their outlay in determining the location and cause of the Malfunction, (ii) promptly make all necessary repairs, (iii)

promptly restore the trench and Greacen Point Road to their original condition and (iv) pay all costs in connection with such remediation, including, without limitation, the cost of any excavating, re-paving, sewer pipe repair, clean-up, removal and disposal of any hazardous or toxic waste and any fine, penalties or surcharges imposed by any governmental agency or body.

9.0 In the event a party shall damage or impair a sewer pipe owned by another party, whether in the course of repairing or remediating any breakdown or failure of their own sewer pipe, or otherwise, such party shall promptly repair such damage at their sole cost and expense.

10.0 The parties acknowledge that the Extra Sewer Pipe currently extends from the Manhole to a point on Greacen Point Road which abuts the [REDACTED]. [REDACTED] has, pursuant to separate agreement with [REDACTED], agreed to extend the Extra Sewer Pipe from its current terminus at the [REDACTED] Property to a point on Greacen Point Road which abuts the [REDACTED] Property.

11.0 [REDACTED] agree that after the Extra Sewer Pipe has been extended by [REDACTED], they may donate the

Extra Sewer Pipe to the GPRC or to an entity related to the GPRC provided (i) the donee agrees to make the Extra Sewer Pipe available for use by other persons residing on Greacen Point Road, (ii) each person that intends to use the Extra Sewer Pipe first executes an agreement in recordable form pursuant to which they agree to be bound by the terms and provisions of (x) this Agreement and (y) the Manhole Conveyance Agreement, as if originally a party to each such agreement, and, (iii) each person that intends to use the Extra Sewer Pipe first obtains, at his sole cost and expense, all required approvals from the Village, the County of Westchester, the State of New York and any other governmental or regulatory authority having jurisdiction in the premises.

12.0 In each instance where a party is obligated to repair or replace a sewer pipe, such repairs shall only commence after the person engaged to make such repairs shall have provided evidence of workers' compensation insurance and public liability insurance with combined coverage limits of not less than \$1,000,000 insuring all of the parties hereto against loss or liability as a result of personal injury, death and property damage arising from, or out of, the work to be performed.

13.0 In furtherance of the provisions of Section 12.0 hereof and not in limitation thereof, each party agrees to indemnify and hold each other party harmless from and against all costs, expenses, suits, damages and liability for personal injury, death and property damage when such injury, death or damage shall result from, arise out of, or be attributable to, any maintenance, repair or replacement undertaking under or pursuant to this Agreement.

14.0 No sewer pipe shall be made subject to any mechanic's lien. If any mechanic's lien shall be placed upon a sewer pipe owned by a party, such party shall discharge the same within forty-five (45) days after it has been placed thereon. If a party shall fail to discharge or remove such mechanic's lien as herein provided, the remaining parties may, at their option, disconnect the liened sewer pipe from the Manhole until such time as the offending party (i) removes such mechanic's lien and (ii) reimburses the remaining parties for any expense incurred in disconnecting the liened sewer pipe from the Manhole. The offending party shall bear the entire cost of reconnecting his sewer pipe or sewer pipes, as they case may be, to the Manhole.

15.0 [REDACTED] agree to convey to the Village all of their right, title and interest in and to the Manhole and Connecting Pipe pursuant to a separate Manhole Conveyance Agreement executed contemporaneously with this Agreement.

16.0 The covenants and agreements contained herein shall run with the real property owned by each of the parties as more particularly set forth herein and shall be binding upon each of the parties hereto and their respective heirs, successors and assigns.

16.1 This Agreement shall be recorded in the Land Records Office (or other appropriate office) of the County of Westchester and shall be indexed against the real property owned by the Grantors, any Future Participant and any other person bound by this Agreement.

17.0 Anything in this Agreement to the contrary notwithstanding, any present or future owner of any real property participating in this Agreement may disconnect their real property from the system and during the period of such disconnection, such party (a "Disconnecting Party") and their

real property shall no longer be bound by this Agreement. Each Disconnecting Party shall execute a writing ("a Disconnect Instrument"), in recordable form, to such effect and the same shall be duly recorded in the Land Records Office of the County of Westchester or in any other office designated for the recording of instruments affecting real property in Westchester County at the sole cost and expense of the Disconnecting Party. Any liabilities or obligations incurred by a Disconnecting Party prior to his disconnecting his real property from the system shall survive such disconnection and shall remain the responsibility of such Disconnecting Party whether or not such liabilities or obligations or the cause thereof were evident at the time of the disconnection. A Disconnecting Party or his successors in interest, as the case may be, may reconnect his real property to the system upon (i) satisfying or discharging any liabilities or obligations incurred by the Disconnecting Party prior to his disconnection from the system, (ii) giving not less than thirty (30) days' prior notice of such reconnection to each of the parties hereto or their successors in interest, as the case may be, (iii) executing a writing (a "Reconnect Instrument") in recordable form which specifically refers to and cancels the Disconnect Instrument and which confirms the reconnecting party's agreement to be bound by all

of the terms and provisions of this Agreement and (iv) recording the Reconnect Instrument in the Land Records Office of the County of Westchester or in any other office designated for the recording of instruments affecting real property in Westchester County, at the sole cost and expense of the reconnecting party.

18.0 Any future conveyance of the real property affected by this Agreement shall include the following recitals:

"This conveyance is subject to a Sewer Pipe Maintenance Agreement between and among the Grantor or the Grantor's predecessor in interest and other parties dated as of April 20, 2006 and duly recorded in the Westchester County Clerk's Office."

"This conveyance is subject to a Manhole Conveyance Agreement between and among the Incorporated Village of Mamaroneck, the Grantor or the Grantor's predecessor in interest and other parties dated as of April 20, 2006 and duly recorded in the Westchester County Clerk's Office."

19.0 Each of the covenants and agreements contained herein shall be the joint and several obligation of the parties hereto.

20.0 Any notice required or permitted to be given pursuant to this Agreement shall be given in writing and sent to the parties or to their respective successor in interest, at the

respective addresses indicated at the head of this Agreement unless a party or their respective successors shall designate, in writing, a new address to which a notice shall be sent. Any required or permitted notice shall be sent by certified mail, return receipt requested, properly addressed and with the postage prepaid and shall be deemed received by the addressee thereof on the third (3rd) day after the notice was posted.

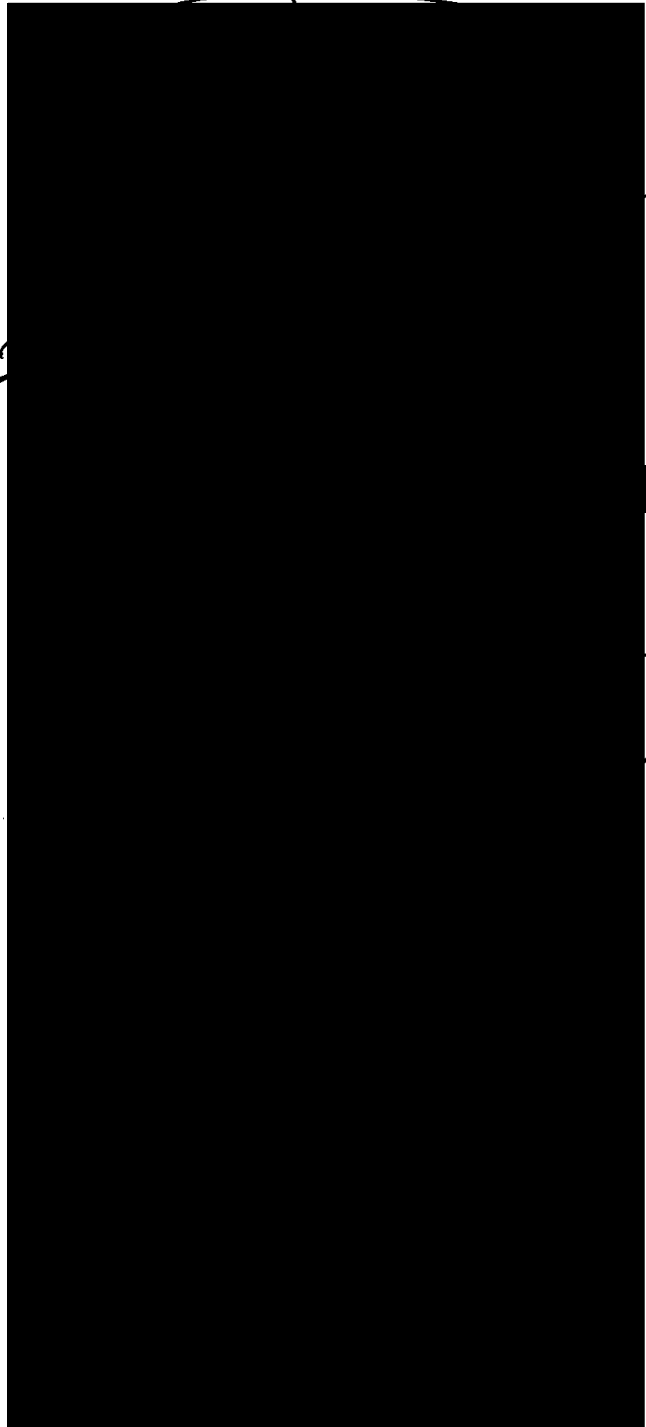
21.0 This Agreement shall not be modified in any respect except by a writing signed by each party bound hereby or their successors in interest and duly acknowledged in the form required for the recording of instruments affecting real property.

22.0 This Agreement and the Manhole Conveyance Agreement constitute all of the agreements between and among the parties hereto with respect to the obligations and liabilities associated with the use, maintenance, repair, replacement and operation of the sewer pipes, waste disposal system and Manhole. All prior agreements and understandings, whether oral or written with respect to this subject, are merged herein and shall not be binding upon any party, provided, however, that the separate agreements between and among [REDACTED] and

██████████ (the former owner of the ██████████ shall remain in full force and effect with respect to, among other things, their respective obligations concerning the construction of the sewer system, and the separate agreement between and among ██████████, shall remain in full force and effect with respect to, among other things, ██████████ access to the Extra Sewer Pipe (as a backup to his own sewer pipe) and plans for the use of the Extra Sewer Pipe.

23.0 This Agreement may not be amended, altered or modified in any respect whatsoever except by a writing, signed by all of the parties bound hereby and duly acknowledged in the form required for the recording of instruments affecting real property.

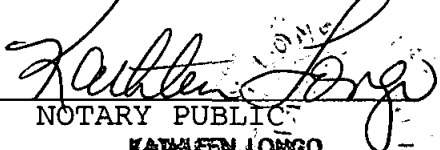
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first-above written.



ACKNOWLEDGMENTS

STATE OF NEW YORK, COUNTY OF ~~WESTCHESTER~~ ^{NY} ss.:

On the 3 day of MAY in the year 2006 before me, the undersigned, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.


NOTARY PUBLIC

KATHLEEN LONGO

Notary Public, State of New York


No. 21-403087

Qualified in Kings County

Commission Expires

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On the 19 day of April in the year 2006 before me, the undersigned, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.


NOTARY PUBLIC

DANA C. KELLY

Notary Public, State of New York

No. 01KE5083514

Qualified in Queens County

Commission Expires Nov. 7, 2009

STATE OF ~~NEW YORK~~ ^{Connecticut} ^{Fairfield} COUNTY OF ~~WESTCHESTER~~ ss.:

On the 9th day of June in the year 2006 before me, the undersigned, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.


My Commission Expires
Feb. 28, 2007

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On the 6th day of June in the year 2006 before me, the undersigned, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Deborah S. Hingle
NOTARY PUBLIC

DEBORAH S. HINGLE
Notary Public, State of New York
No. 01HI6141423

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

Qualified in New York County
Commission Expires February 21, 2010

On the 13 day of May in the year 2006 before me, the undersigned, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Donald H. Goldsmith
NOTARY PUBLIC

DONALD H. GOLDSMITH
Notary Public, State of New York
No. 01G05021034
Qualified in Westchester County
Commission Expires December 8, 2009

5-9
B-449
C-26

SCHEDULE A
([REDACTED]) PROPERTY

PARCEL I

ALL that certain piece or parcel of land situate, lying and being in the Village and Town of Mamaroneck, County of Westchester and State of New York, shown and designated as Lot No. 13 and a portion of Lot No. 14 on a certain map entitled, "Amended Subdivision of Property called Orienta Gardens, Mamaroneck, Westchester Co., N.Y.", and filed in the Office of the Clerk of the County of Westchester, Division of Land Records on July 12, 1929 as Map No. 3468 and which lots when taken together are more particularly bounded and described as follows:

BEGINNING at a point on the Westerly side of Greacen Point Road (as laid out on the aforesaid Map No. 3468) distant 479.29 feet Southerly from the corner formed by the intersection of the Southerly side of Orienta Avenue and the Westerly side of Greacen Point Road; said point being also where the said westerly side of Greacen Point Road is intersected by the dividing line between Lots Number 13 and 12, as shown on the aforementioned map;

RUNNING THENCE along the aforesaid dividing line, North 65 Degrees 55' 50" West 153.50 feet to the a point;

RUNNING thence partially along the easterly side of a Right of Way shown on the aforementioned map, and partially along the dividing line between Lots Number 13 and 14, South 24 degrees 04' 10" West 20.00 feet to a point, the said dividing line;

RUNNING thence through Lot Number 14, North 65 degrees 55' 50" East 140.00 feet to a point on the easterly side of Greacen Lane;

RUNNING THENCE along Greacen Lane South 24 Degrees 04' 10" West 125 feet to a point;

RUNNING THENCE South 65 Degrees 55' 50" East 293.50 feet to the Westerly side of Greacen Point Road;

RUNNING THENCE along the Westerly side of Greacen Point Road North 24 Degrees 04' 10" East 145 feet to the point or place of BEGINNING.

PARCEL II

ALL that certain plot, piece or parcel of land consisting of the lots of land in the Village of Mamaroneck, Town of Mamaroneck, County of Westchester and State of New York, described as a portion of Lot Number 3 on a certain map entitled, "Amended Subdivision of Property called Orienta Gardens, Mamaroneck, Westchester County, New York" filed in the Westchester County Clerk's Office, Division of Land Records, formerly Register's Office, Westchester County, N.Y. on July 12, 1929 as Map No. 3468, said parcel being bounded and described as follows:

BEGINNING at a point on the northwest side of Greacen Lane where the same intersects the division line between Lot No. 2 and Lot No. 3 as shown on the aforesaid map;

THENCE running along the northwest side of Greacen Lane, North 24 degrees 04' 10" East 110 feet to a point;

THENCE running through Lot No. 3, the following two courses and distances:

North 65 degrees 55' 50" West 209.53 feet;

South 47 degrees 37' 25" West 120.00 feet to the division line between Lots No. 2 and 3;

THENCE running along the division line of Lots No. 2 and 3, South 65 degrees 55' 50" East 257.48 feet to the northwesterly side of Greacen Lane to the point or place of BEGINNING.

SCHEDULE B
([REDACTED] PROPERTY)

S-4
B-950
L-391

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE VILLAGE AND TOWN OF MAMARONECK, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, KNOWN AND DESIGNATED AS LOT NO. 12 ON A CERTAIN MAP ENTITLED, "MAP OF PROPERTY CALLED GREACEN POINT, MAMARONECK, WESTCHESTER COUNTY, NEW YORK, MADE AND FILED IN THE COUNTY CLERK'S OFFICE, DIVISION OF LAND RECORDS, FORMERLY REGISTER'S OFFICE OF WESTCHESTER COUNTY, NEW YORK, ON DECEMBER 29, 1927, AS MAP NO. 3230.

SAID PREMISES BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF GREACEN POINT ROAD WHERE THE EASTERLY LINE OF 12 ON THE ABOVE-MENTIONED FILE MAP INTERSECTS WITH THE WESTERLY LINE OF LOT 14 ON THE ABOVE-MENTIONED FILE MAP;

RUNNING THENCE ALONG THE NORTHERLY SIDE OF GREACEN POINT ROAD, THE FOLLOWING TWO CURSES AND DISTANCES:

- (1) ALONG A CURVE BEARING TO THE RIGHT HAVING A RADIUS OF 432.50 FEET, A DISTANCE OF 130.49 FEET;
- (2) SOUTH 43 DEGREES 45 MINUTES 00 SECONDS WEST 57.82 FEET TO THE EASTERLY LINE OF LOT 10 ON THE ABOVE-MENTIONED FILE MAP;

THENCE ALONG THE EASTERLY LINE OF 10, NORTH 46 DEGREES 15 MINUTES 00 SECONDS WEST 280.34 FEET TO DELANCEY COVE;

THENCE ALONG DELANCEY COVE ALONG A CURVE BEARING TO THE LEFT HAVING A RADIUS OF 355.14 FEET, A DISTANCE OF 157.35 FEET TO THE WESTERLY LINE OF LOT 14 ON THE ABOVE-MENTIONED MAP;

THENCE ALONG THE WESTERLY LINE OF LOT 14, SOUTH 54 DEGREES 20 MINUTES 12 SECONDS EAST, 259.06 FEET TO THE POINT OR PLACE OF BEGINNING.

SCHEDULE C
PROPERTY)

5-9
B-43B
L-7

ALL that lot or parcel of land, situate, lying and being in the Village and Town of Mamaroneck, County of Westchester and State of New York, known as Lot No. 7 on a certain map entitled, "Map of Property called Greacen Point, Mamaroneck, Westchester County, N.Y." made by A. H. Kamp, C. E. & S., December, 1927 and filed in the Office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County, N.Y., on December 29, 1927 as Map No. 3230.

Also known on the official tax map of the Town and Village of Mamaroneck as, Block 950, Lot 69.

SCHEDULE D

([REDACTED]) PROPERTY

5-9
B-93A
C-4

ALL that certain plot, piece or parcel of land situate, lying and being in the Town and Village of Mamaroneck, County of Westchester and State of New York, and known and designated as Plot No. 4 on a map entitled, "Map of Property called Greacen Point, Mamaroneck, Westchester Co., N.Y.", made by A.H. Kamp, December, 1927 and filed in the Office of the Register of Westchester County, now County Clerk's Office, Division of Land Records, on the 29th day of December 1927 as Filed Map No. 3230, being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the northerly side of Greacen Point Road and the division line between Lots Nos. 6 and 4 on said map;

RUNNING THENCE from said point of beginning along the northerly side of Greacen Point Road along a curve to the left having a radius of 301.36 feet; interior angle of 28 degrees 53 minutes 04 seconds and a length of 151.92 feet to a point still along the northerly side of Greacen Point Road;

THENCE still along same. South 56 degrees 23 minutes 30 seconds West 52.00 feet and South 46 degrees 01 minutes 35 seconds West 7.92 feet to a point along the high water mark of Delancy Cove;

RUNNING THENCE along same, the following courses and distances:

North 43 degrees 58 minutes 25 seconds West 1.54 feet to a point of curve;

RUNNING THENCE along a curve to the left having a radius of 115.23 feet, interior angle of 32 degrees 21 minutes 10 seconds and a length of 65.07 feet to a point;

RUNNING THENCE from said point, North 19 degrees 53 minutes 20 seconds West 36.96 feet to a point of curve;

RUNNING THENCE along a curve to the left having a radius of 1010.24 feet an interior angle of 05 degrees 30 minutes 50 seconds and a length of 97.22 feet to a point of reverse curve;

RUNNING THENCE along a curve to the right having a radius of 66.76 feet, interior angle of 63 degrees 32 minutes 00 seconds and a length of 74.03 feet to a point of compound curve;

RUNNING THENCE along a curve to the right having a radius of 71.81 feet an interior angle of 64 degrees 30 minutes 10 seconds and a length of 80.84 feet to a point;

RUNNING THENCE from said point, North 86 degrees 04 minutes 43 seconds East 75.16 feet to a point of curve;

RUNNING THENCE along a curve to the left having a radius of 601.75 feet interior angle of 00 degrees 46 minutes 43 seconds and a length of 8.18 feet to a point on the division line between Lots Nos. 6 and 4 on said map;

RUNNING THENCE along last mentioned division line, South 31 degrees 59 minutes 10 seconds East 224.75 feet to the point and place of BEGINNING.

SCHEDULE E
PROPERTY)

S-9
B-951
C-20

ALL that certain plot, piece or parcel of land situate, lying and being in the Village and Town of Mamaroneck, County of Westchester and State of New York and being a portion of Plot 1 on a certain map entitled, "Map of Property called Greacen Point, Mamaroneck, Westchester Co., N.Y." made by A.H. Kamp, C.E. & S. and filed in the Office of the Register of Westchester County, now County Clerk's Office, Division of Land Records, December 29, 1927, as Map Number 3230 and which portion of said plot when shown on said map is more particularly bounded and described as follows:

BEGINNING at a monument, said monument being at the division line between Plots 1 and 2 on the above mentioned map, on the southeasterly line of Greacen Point Road distant the following four courses and distances:

1. South 54 Degrees 05' 40" West 196.24 feet;
2. South 60 Degrees 23' 50" West 47.38 feet;
3. In a southwesterly direction on a curve to the left having a radius of 21.42 and a distance of 20.15 feet; and
4. South 42 Degrees 56' 13" West 23.85 feet to a point;

RUNNING THENCE from said point of beginning through Plot 1 on the above mentioned map the following four courses and distances:

1. South 07 Degrees 24' 00" East 50.49 feet;
2. Southerly on a curve to the left having a radius of 25 feet and a distance of 43.65 feet;
3. South 17 Degrees 27' 28" East 101.95 feet;
4. South 35 Degrees 31' 30" East 14.68 feet to the division line of Plot 1 and the Larchmont Harbor as shown on Map No. 3230;

RUNNING THENCE along said division line the following six courses and distances:

1. South 46 Degrees 47' 20" West 66.03 feet;
2. North 87 Degrees 16' 00" West 14.34 feet;
3. Westerly on a curve to the right having a radius of 70.28 feet a distance of 9.33 feet; continuing westerly on a curve to the right with a radius of 13.43 feet and a distance of 13.18 feet;
4. South 34 Degrees 26' 03" West 33.16 feet;
5. South 56 Degrees 28' 00" East 11.02 feet;
6. South 59 Degrees 44' 00" West 39.11 feet to the division line of Plot 1 and Plot A on Map No. 3230;

RUNNING THENCE along said division line North 35 Degrees 54' 20" West 163.03 feet to the southerly side of Greacen Point Road;

RUNNING THENCE along the southerly side of Greacen Point Road the following two courses and distances:

1. North 42 Degrees 56' 13" East 168.00 feet; and
2. North 42 Degrees 56' 08" East 42.03 feet to the point and place of BEGINNING.

WESTCHESTER COUNTY CLERK RECORDING SHEET

110 Dr. Martin Luther King, Jr. Boulevard White Plains, NY 10601

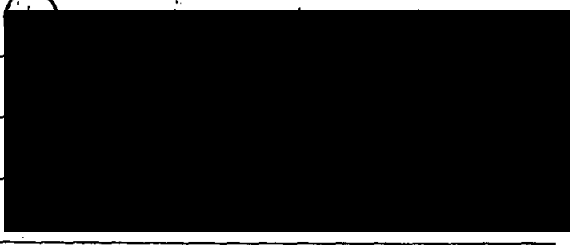
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH DOCUMENT

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: 3008-160979

Company: _____
Address: First American Title Ins. Co. of New York
188 East Post Road
City: White Plains, New York 10601 Zip: _____ Telephone: _____
(914) 428-3433 (800) 942-1893
Attention: _____

Document type: <u>Agreement</u>		# of pages - <u>28</u>	Mortgage Amount On page ____ of document	Dwelling Type: For Mortgage Only On page ____ of document
1st party name(s) (i.e. grantor/mortgagor) On page ____ of document		Business Entity	\$ _____ OR Consideration/Conveyance Amt: \$ _____	<input type="checkbox"/> 1 to 2 family <input type="checkbox"/> 1 to 6 family <input type="checkbox"/> Not 1 to 6 family
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Check if submitted: <input type="checkbox"/> RP-5217 - <input type="checkbox"/> \$75 <input type="checkbox"/> \$165 <input type="checkbox"/> TP-584 - Type of property conveyed [1 through 8] _____ <input type="checkbox"/> TP-584.1 <input type="checkbox"/> IT-2663	
2nd party name(s) (i.e. grantee/mortgagee) On page ____ of document		Business Entity	TAXES PAID:	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Amount Mortgage Tax \$ _____ Transfer Tax \$ _____ Mansion Tax \$ _____ Reference # Or Check #	
Tax designation (Section, Block & Lot) <u>① 9,949,26 ③ 9,938,17 ⑤ 9,951,20</u> <u>② 9,950,391 ④ 9,938,4</u>		On page ____ of document	RECORDING FEES PAID: Amount \$ <u>112</u> Reference # or Check #	
City(ies) or Town(s) for Property Description <u>Mamaroneck</u> On page ____ of document		MORTGAGE TAX AFFIDAVITS SUBMITTED: <input type="checkbox"/> 252 <input type="checkbox"/> 255 <input type="checkbox"/> 280 Other: _____ <input type="checkbox"/> 253 <input type="checkbox"/> 260 <input type="checkbox"/> 339-ee _____		
Property Description -- If required, check the one contained within the document. <input checked="" type="checkbox"/> Metes & bounds <input type="checkbox"/> Lot number on map filed in the Office of the County Clerk <input type="checkbox"/> Refer to deed recorded in the Office of the County Clerk		Cross Reference(s): On page ____ of document		
Record and Return To: <u>Robert S. Alenhan</u> <u>att - at - law</u> <u>800 Second Ave</u> <u>NY, NY 10017</u>				