

30-8-160979  
First American Title Ins. Co. of New York  
188 East Post Road  
White Plains, New York 10601  
(914) 428-3433 (800) 942-1893  
25p  
man  
To Mamaroneck

MANHOLE AGREEMENT

AGREEMENT made as of the 20<sup>th</sup> day of April, 2006

BETWEEN:

The Incorporated Village of Mamaroneck, a municipal corporation maintaining an office for the transaction of business at 123 Mamaroneck Avenue, Mamaroneck, New York 10543, (hereinafter referred to as the "Village"); and

[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]").

(The above-named individuals are hereinafter collectively

[REDACTED] f, residing at 1120 Greacen Point Road, Mamaroneck, New York 10543 (hereinafter referred to as "[REDACTED]");  
and

██████████ are hereinafter collectively referred to as the "Current Participants" and individually as a "Current Participant").

WHEREAS, the Grantors jointly own a common manhole (the "Manhole") and a pipe connecting the Manhole to the Village's waste disposal system (the "Connecting Pipe") both of which are presently located at the intersection of Orienta Avenue, Mamaroneck, New York and Greacen Point Road, Mamaroneck, New York; and

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and

WHEREAS, each of the Current Participants own other sewer pipes (the "Additional Sewer Pipes") which currently extend from the Manhole to the real property owned by each Current Participant; and

WHEREAS, in consideration of the Village's agreement to maintain the Manhole and the Connecting Pipe in proper operating condition, the Grantors have agreed to transfer, assign and convey to the Village, all of their right, title and interest in and to the Manhole and Connecting Pipe subject to the reservation of rights provided herein; and

WHEREAS, the Village has agreed to accept the conveyance of the Manhole and Connecting Pipe and has agreed to maintain the Manhole and Connecting Pipe in proper operating condition, subject to the terms and provisions of this Agreement; and

WHEREAS, the parties agree that the covenants and obligations set forth in this Agreement shall run with the real property owned by each of the Grantors, each Current Participant and by any Future Participant and shall be binding upon the Grantors, each Current Participant, any Future Participant and their respective heirs, successors and assigns.

NOW, THEREFORE, the parties agree as follows:

1.0 [REDACTED] represents and warrants that (i) he 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, (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.

1.1 [REDACTED] represents and warrants that (i) he 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, (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. ✓

1.2 [REDACTED] represents and warrants that (i) he 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, (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. ✓

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

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

1.5 [REDACTED] represents and warrants that (i) he is the fee owner of real property (the "[REDACTED]") having the address 1120 Greacen Point Road, Mamaroneck, New York 10543, and designated on the Land Map of Westchester County, State of New York as Section 96.1, Block 950, Lot 5, (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 F annexed hereto.

1.6 [REDACTED] represents and warrants that (i) he is the fee owner of real property (the "[REDACTED]") having the address 1140 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 11, (ii) he has full authority to enter into this Agreement and (iii) the Siegel Property is more particularly bounded and described as set forth on Schedule G annexed hereto.

1.7 The Village warrants and represents that it has full power and authority to enter into this Agreement and that its undertakings herein have been duly approved by all requisite corporate action.

2.0 The Grantors, jointly and severally, represent and warrant to the Village that they are the collective owners of the Manhole and the Connecting Pipe and have full authority to enter into this Agreement.

3.0 The Grantors hereby sell, transfer, assign and convey to the Village, in perpetuity, all of the Grantors' right, title and interest in and to the Manhole and the Connecting Pipe subject, however, to the right of each of the Grantors and Current Participants and to the right of any Future Participant as hereinafter provided, to connect their real property to the Manhole by means of one or more of the Sewer Pipes and Additional Sewer Pipes, without the payment of any special fee, charge, impost, levy or assessment of any kind whatsoever, subject to acceptable engineering standards. Nothing contained herein shall assign, transfer, sell or convey any of the Sewer Pipes or Additional Sewer Pipes from the Grantors or Current Participants, as the case may be.

4.0 The Village hereby accepts the conveyance of the Manhole and Connecting Pipe from the Grantors subject to the reservation of rights in Section 3.0 hereof and the Village agrees, at its sole cost and expense:

a. to keep and maintain the Manhole and the Connecting Pipe clean and in proper operating condition; and

b. to make all necessary repairs and replacements to the Manhole and to the Connecting Pipe; and

c. to keep the Manhole connected to the Village's waste disposal system.

4.1 The Village further agrees:

a. to permit a Future Participant, at the latter's sole cost and expense, to connect his real property to the Manhole by means of one or more of the Sewer Pipes or Additional Sewer Pipes provided that prior to making such connection, the Future Participant (i) agrees that he and his real property shall be bound by this Agreement as if originally a party hereto for as long as the real property owned by such Future Participant is connected to the Manhole, (ii) the Future Participant shall have obtained, and delivered to the Village, all approvals for the connection required by any governmental or regulatory authority having jurisdiction in the premises, (iii) the Grantor or Current Participant that owns such Sewer Pipes or Additional Sewer Pipes, as the case may be, shall have agreed in writing to the Future Participant's use thereof and

(iv) in the case of a Sewer Pipe, such Future Participant shall have agreed in writing to be bound by the terms and provisions of a certain Sewer Pipe Maintenance Agreement between and among the Grantors and executed by the Grantors contemporaneously with this Agreement; and

b. to permit the Grantors, the Current Participants and any Future Participant access to the Manhole for the purpose of connecting a Sewer Pipe, an Additional Sewer Pipe, a replacement Sewer Pipe or a new or additional sewer pipe thereto and/or for the purpose of cleaning, repairing or replacing one or more of the Sewer Pipes, Additional Sewer Pipes, or new sewer pipes now or hereafter connected thereto.

5.0 The Grantors and the Current Participants acknowledge that in the course of cleaning, repairing, replacing and maintaining the Manhole and Connecting Pipe, the Village may inadvertently injure, damage or disconnect (collectively "Damage") one or more of the Sewer Pipes, Additional Sewer Pipes or new sewer pipes connected thereto. The Grantors and the Current Participants hereby release, relinquish and forever waive any and all claims and causes of action against the Village, its agents, servants and employees for such Damage and agree that the remediation of such Damage shall be at the sole cost and expense of the owners of the affected Sewer Pipes, Additional Sewer Pipes or new sewer pipes, as the case may be. Any Sewer Pipes extending from a Grantor's, Current Participant's or Future Participant's property up to the Manhole shall be the sole



responsibility of such Grantor, Current Participant or Future Participant and the Village shall bear no responsibility for said Sewer Pipes.

5.1 In the event the Village shall Damage a Sewer Pipe, Additional Sewer Pipe or any new sewer pipe connected to the Manhole, the Village shall use its best efforts to promptly notify each of the parties then bound by this Agreement of such Damage to enable the owner of the affected pipe or pipes, as the case may be, to remediate the Damage.

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

6.1 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, the Current Participants and any Future Participant.

7.0 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 Manhole and, from and after 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, in recordable form, to such effect, shall deliver a duplicate original

thereof to the Village and to each of the remaining Grantors 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. Any liabilities incurred by a Disconnecting Party prior to his disconnecting his real property from the Manhole shall survive such disconnection and shall remain the responsibility of such Disconnecting Party whether or not such liabilities or the cause thereof were evident at the time of the disconnection.

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

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"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."

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

10.0 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,

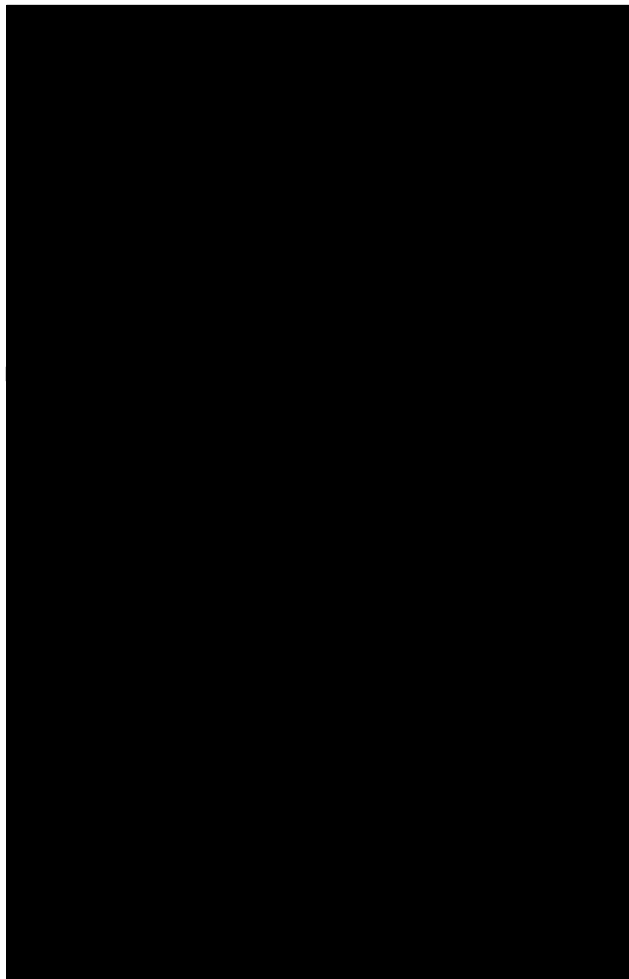
properly addressed and with the postage prepaid and shall be deemed received by the addressee thereof on the third (3<sup>rd</sup>) day after the notice was posted. Any notices sent to the Village shall be sent to both the attention of the Village Manager and the Department of Public Works.

11.0 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.

12.0 This Agreement constitutes the entire agreement between and among the parties hereto with respect to the conveyance of the Manhole and the Connecting Pipe and the Village's obligation to keep the Manhole and Connecting Pipe in proper operating condition. All prior agreements and understandings between the parties hereto, whether oral or written with respect to this subject, are merged herein.

13.0 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.





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ACKNOWLEDGMENTS

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On the 22<sup>nd</sup> day of June, in the year 2006 before me, the undersigned, personally appeared Leonard M. Verrastro, 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 persons on behalf of which the individual acted, executed the instrument.

*Sharon Hyder*

NOTARY **SHARON HYDER**  
Notary Public, State of New York  
No. 01HY8097054  
Qualified in Orange County  
Commission Expires: August 18, 20 07

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On the 3<sup>rd</sup> 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.

*Patricia E. Donnelly*

NOTARY PUBLIC

**PATRICIA E. DONNELLY**  
Notary Public, State of New York  
No. 01DO6051269  
Qualified in New York County  
Commission Expires November 20, 20 06

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On the 19 day of [REDACTED] 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.

*Dana C. Kelly*

NOTARY PUBLIC

**DANA C. KELLY**  
Notary Public, State of New York  
No. 01KE5083514  
Qualified in Queens County  
Commission Expires Nov. 7, 2009

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*Connecticut*      *Fairfield*  
STATE OF ~~NEW YORK~~ COUNTY OF ~~WESTCHESTER~~ ss.:

On the *9th* day of *June* in the year 2006 before me, the undersigned, personally appeared [REDACTED] and [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.

*[Signature]*  
My Commission Expires  
Feb. 28, 2007

NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On the *20<sup>th</sup>* 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, State of New York  
No. 01HI6141423  
Qualified in New York County  
Commission Expires February 21, 20 10

*Deborah S. Hingle*  
NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On the *13* day of *May* in the year 2006 before me, the undersigned, personally appeared ~~Frederick S. Chapey, Sr. and Laura Beth Chapey~~, 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.

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

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, State of New York  
No. 01GO5021034  
Qualified in Westchester County  
Commission Expires December 6, 2009



NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On the 13<sup>th</sup> 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 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.

ELAYNE T. RIGGS  
Notary Public, State of New York  
No. 01RI6008228  
Qualified in Bronx County  
Commission Expires June 8, 2010




NOTARY PUBLIC

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss.:

On the 16 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 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.

JOHN A. DIONISIO  
Notary Public, State of New York  
No. 01D14804045  
Qualified In Westchester County  
Commission Expires 9/30/2006



NOTARY PUBLIC



# Individual Acknowledgement

State of New York

County of Westchester

} ss

On this 7 day of June in the year 2006 before me, the undersigned, personally appeared [REDACTED], personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that ~~he~~/she ~~they~~ executed the same in ~~his~~/her/~~their~~ capacity (ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

JOHN A. DIONISIO  
Notary Public, State of New York  
No. 01D14804045  
Qualified In Westchester County  
Commission Expires 9/30/2006

SCHEDULE A

5-9  
B-949  
C-26

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

5-9  
b-950  
C-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.

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SCHEDULE C

S-9  
B-43B  
C-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.

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SCHEDULE D

S-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 29<sup>th</sup> 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

5-9  
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.

SCHEDULE F

S-96.1  
B-950  
L-5

PARCEL 1

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, known and designated as Lot No. 15 and a portion of Lot No. 11 on a certain map or survey entitled, "Map of Property called Greacen Point, Mamaroneck, Westchester County, New York, 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 a point on the southeasterly side of Greacen Point Road which point is distant southerly, as measured along said road, 2.97 feet from the point where said road is intersected by the dividing line between Lots Nos. 11 and 15 on said map;

RUNNING thence northeasterly from said beginning point along the southeasterly and southerly side of Greacen Point Road on a curve to the right having a radius of 399.50 feet an arc length of 202.66 feet to a point of compound curve and easterly on a curve to the right having a radius of 98.44 feet an arc length of 162.72 feet to a point of compound curve.

RUNNING thence southerly along the westerly side of Greacen Point Road and continuing through Larchmont Harbor along the easterly line of Lot No. 15 on said map on a curve to the right having a radius of 758.01 feet an arc length of 104.71 feet to a point of compound curve;

Through Larchmont Harbor and continuing thence southwesterly along the easterly line of Lots Nos. 15 and 11 on said map on a curve to the right having a radius of 412.49 feet an arc length of 141.27 feet to a point;

RUNNING thence through Lot No. 11 on said map, North 37 degrees 44 minutes 30 seconds West a distance of 341.75 feet to the point or 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, County of Westchester and State of New York, lying easterly of Greacen Point Road as shown on "Map of Property called Greacen Point, Mamaroneck, Westchester Co., N.Y." made by A.H. Kamp, Civil Engineer and Surveyor, Mamaroneck, New York dated December 1927 and filed in the Office of the Register of Westchester County, now Office of the County Clerk, Division of Land Records, on the 29th day of December 1927 as filed Map No. 3230 being the northeasterly corner of Plot No. 2 on "Map of Fishing Hammock, Radcliff Property, Westchester Co., N.Y." made by Purdy G. Sands, Surveyor, May 15, 1884 and filed in said Register's Office, now County Clerk's Office, Division of Land Records, July 24, 1884 as Map No. 738, said parcel being more particularly described as follows:

BEGINNING at a point where the boundary line between Plots Nos. 2 and 4 as shown on said Map No. 738 crosses the easterly boundary line of Greacen Point Road as shown on said Map No. 3230; running thence the following courses and distances: South 52° 11' 30" East 28.07 feet; South 11° 30' 00" West 29.00 feet; South 71° 07' 30" West 21.30 feet to the highwater mark of Long Island Sound; thence North 18° 52' 30" West 39.53 feet along said highwater mark to said easterly boundary line of Greacen Point Road as prolonged; thence along the same easterly 20 feet more or less to the point or place of beginning.

SCHEDULE G

S-9  
B-93B  
C-11

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, known and designated as part of Lot No. 11 on a certain map entitled "Map of Property called Greacen Point, Mamaroneck, Westchester County, New York, December 1927 and filed in the Office of its Register of Westchester County, now Division of Land Records, on the 29th day of December, 1927, as filed Map No. 3230, said portion of Lot 11 being more particularly bounded and described as follows:

BEGINNING at a point along the northwesterly side of Greacen Point Road where the same intersects with the division line between Lots 9 and 11 on said map;

RUNNING THENCE along the northwesterly side of Greacen Point Road the following two (2) courses and distances:

- 1) North 43 degrees 45 minutes 00 seconds East 21.90 feet;
- 2) THENCE Northwesterly along the arc of a curve bearing to the right with a radius of 399.50 feet and a length of 105.88 feet to the northerly corner of the subject premises;

RUNNING THENCE along the northeasterly line of the subject premises South 37 degrees 44 minutes 30 seconds East a distance of 341.75 feet to the southeasterly corner of the subject premises;

RUNNING THENCE southwesterly along the southeasterly line of the subject premises along the arc of a curve bearing to the right with a radius of 412.49 feet and a length of 65.44 feet to a point;

RUNNING THENCE still southwesterly along the southeasterly line of the subject premises along the arc of a curve bearing to the left with a radius of 246.69 feet and a length of 43.06 feet;

RUNNING THENCE again still southwesterly along the southeasterly line of the subject premises along the arc of a curve bearing to the left with a radius of 359.62 feet and a length of 20.00 feet to the division line between Lots 11 and 9 on said map;

RUNNING THENCE along said division line North 37 degrees 44 minutes 30 seconds West 353.67 feet to the northwesterly side of Greacen Point Road, the point and place of BEGINNING.

TOGETHER with and subject to the Mutual Easement Agreement by and between Hatanaka (USA) Inc., Bertram Siegel and Carol Siegel dated January 27, 1997 and recorded April 2, 1997 in Liber 11693 cp 267.

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# 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

(914) 428-3433 (800) 942-1893

Zip:

Telephone:

Attention:

Document type:

# of pages

Agreement

25

1st party name(s) (i.e. grantor/mortgagor)

On page of document

Business Entity

Incorporated Village of Mamaroneck

[ ]

[ ]

[ ]

[ ]

[ ]

2nd party name(s) (i.e. grantee/mortgagee)

On page of document

Business Entity

[Redacted]

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 #

\$

103-

MORTGAGE TAX AFFIDAVITS SUBMITTED:

[ ] 252

[ ] 255

[ ] 280

Other:

[ ] 253

[ ] 260

[ ] 339-ee

Cross Reference(s):

On page of document

Tax designation (Section, Block & Lot)

On page

of document

09,949,26 09,950,391 09,931,14 09,941,90,5 09,938,7 09,951,20 09,938,11

City(ies) or Town(s) for Property Description

On page of document

Mamaroneck

Property Description -- If required, check the one contained within the document.

On page 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:

Robert S. Shankman

Att - at - Law

800 Second Ave 3rd Floor

NY, NY 1000