

AGREEMENT

THIS AGREEMENT, effective as of the ____ day of _____, 2021, by and between the Village of Mamaroneck, New York ("Village"), a municipal corporation organized and existing under the laws of the State of New York with offices at Village Hall, 123 Mamaroneck Avenue, Mamaroneck, NY 10543, and BRIDGET McGRAW and FRANKLIN VELAZQUEZ, residing at 123 Mamaroneck Avenue, Mamaroneck, NY 10543.

WHEREAS, on June 30, 2000, McGraw and Velazquez agreed to purchase parking space 124U (the "parking space") from the Mamaroneck Affordable Condominium Corporation for \$7,500; and

WHEREAS, by check dated July 24, 2000, McGraw paid \$7,500 to the Village of Mamaroneck for the parking space; and

WHEREAS, the Village deposited the \$7,500 payment in a trust and agency account where the funds have remained since that time; and

WHEREAS, McGraw and Velazquez have had the use of the parking space since 2000; and

WHEREAS, to the knowledge of the parties the Mamaroneck Affordable Condominium Corporation never executed a deed or other documentation transferring the parking space to McGraw and Velazquez; and

WHEREAS, McGraw and Velazquez are vacating their residence at the Regatta and have requested that the Village return their \$7,500 payment upon their relinquishing their interest in the parking space to the Village,

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

1. McGraw and Velazquez relinquish, remise, release and quitclaim to the Village and its assigns forever, all right title and interest they may have in the parking space, including the appurtenances, to have and to hold forever.

2. The Village will pay to McGraw and Velazquez the sum of \$7,500.

3. McGraw and Velazquez represent and warrant to the Village that they have not transferred or assigned the parking space, or granted any rights with respect to the parking space, to any person or entity other than the Village.

4. Upon the payment of the \$7,500 pursuant to this agreement, McGraw and Velazquez release any claim they may have against the Village with respect to the parking space or any amount they paid for it.

5. All prior understandings, agreements, representations, and warranties, oral or written, between the parties are merged in this agreement; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this agreement.

6. Neither this agreement nor any its provision may be waived, changed, or cancelled except in writing. This agreement applies to and binds the heirs, distributees, legal representatives, successors, and permitted assigns of the respective parties.

7. This agreement will not be binding or effective until duly executed and delivered by the parties.

8. The parties will comply with IRS reporting requirements, if applicable. This subparagraph shall survive closing.

9. Each party will, at any time and from time to time, execute, acknowledge where appropriate, and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this agreement. This subparagraph

shall survive closing.

10. This agreement is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

Bridget McGraw
Bridget McGraw
Frank Velazquez
Franklin Velazquez

THE VILLAGE OF MAMARONECK

By: _____
Jerry Barberio, Village Manager

State of New York)
) ss.:
County of Westchester)

On the 10th day of June, 2021, before me, the undersigned, personally appeared Bridget McGraw, personally known 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.

RALPH J ELEFANTE
Notary Public
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02EL4972271
Qualified in Westchester County
My Commission Expires 3-24-23

State of New York)
) ss.:
County of Westchester)

On the 10th day of June, 2021, before me, the undersigned, personally appeared Franklin Velazquez, personally known 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.

RALPH J ELEFANTE
Notary Public

State of New York)
) ss.:
County of Westchester)

RALPH J ELEFANTE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02EL4972271
Qualified in Westchester County 3-24-23

On the ____ day of _____, 2021, before me, the undersigned, personally appeared ~~Franklin Velazquez~~ Jerry Barberio, personally known 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.

Notary Public