

*Tri-State Abstract Inc.*

*Agent for*

*First American Title Insurance Company of New York*

*2794 Moreland Street, Yorktown Heights, New York 10598*

*Phone: (914) 962-3650 • Fax: (914) 962-2979*

S&S Construction/ACG JV  
1201 15<sup>th</sup> Street, NW Suite 200  
Washington, DC 20005

**DATE:** 5/05/2008

**REFERENCE:** VAMC Montrose, NY (PO No. 127)

**OBJECT:** Property search.

**TITLE FOUND IN:** United States of America and its assigns, who acquired title from The County of Westchester, by deed dated 10/15/1945 and recorded in the Westchester County Clerk's Office, Division of Land Record on 10/18/1945 in Liber 4303 cp 90.

**MORTGAGE/S:** None.

**TAXES:** Not searched.

**FOR INFORMATION ONLY:**

1. No title to any land lying below the present or any former high water line of the Hudson River would be insured.
2. Rights of the United States Government to establish harbor, bulkhead or pierhead lines or alter any such existing lines and to remove or compel the removal of fill and improvements thereon (including buildings or other structures) from land now or formerly lying below the high water mark of the Hudson River without compensation.
3. Riparian rights of others in, to and over any brooks or streams crossing the premises.
4. No title would be insured to any land now or formerly lying in the bed of Saw Mill Creek, its arms, branches or tributaries by whatever name called. (See Filed Map No. 3260).

5. Possible rights of others over Highway to Crugers Station shown on Filed Map No. 2616 and also shown on Filed Map No. 3260.

Note: A visual inspection and satellite review of the premises did not find the road shown on said maps. Crugers Station Road from the southerly side of Dutch Street ends at northerly line of the premises.

6. Possible rights of others over the roads or streets located upon the lands.

Note: At present there is a Detour posted to access Battery Place, which Detour runs through the premises.

7. Easement granted to New York Telephone Company recorded in Liber 12234 cp 4.

8. Easement granted to American Telephone and Telegraph Company recorded in Liber 6641 cp 217, which the same is shown on Filed Map No. 14932.

9. 6" water mains enter the northerly line of the premises as indicated on Filed Map No. 14932. (See insert "B" and "C" on said map).

10. Recitals contained in Liber 4303 cp 90:

"The natural flow of the brook or brooks running through or across said premises".

"Easements, public or private, over roads, streets or highways crossing the premises or any part thereof".

"Any municipal or public utilities, rights or easements".

"Any state of facts, including any change or alteration in street lines, which an accurate survey would show".

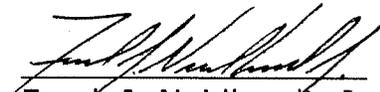
"Easement granted to Town of Cortlandt for highway purposes as shown on map entitled: "Westchester County Park Commission map showing location of easement through lands designated as Parcel 9, Sheet 1 Crugers Park, Westchester County, New York" July 26, 1935". (See Map No. 3260).

"Lease between The County of Westchester, acting by the Westchester County Park Commission as landlord, and Boscobel,

Inc., as tenant, which lease is dated June 16, 1942 and expires May 31, 1947”.

“Permit granted by the Westchester County Park Commission to the Montrose Improvement District dated December 19, 1935 to construct, operate and maintain a sub-surface structure consisting of a 6-inch water main and appurtenances under and a portion of Parcel 9, Sheet 1 on aforesaid map”. (Location not determined).

“Covenants, conditions and easements contained in Liber 1356 cp 383, Liber 1981 cp 290 and Liber 1973 cp 74”. (Easement in Liber 1973 cp 290 does not apply. Covenants and restrictions in Liber 1981 cp 290 are the same as contained in Liber 1356 cp 383).

  
Frank J. Neidhardt, Jr.

**THIS SEARCH HAS BEEN ISSUED ONLY FOR THE BENEFIT OF THE APPLICANT TO WHOM THE SEARCH IS ADDRESSED. IT IS UNDERSTOOD THAT THE COVERAGE HERETO IS NOT EQUAL TO OR COMPARABLE TO TITLE INSURANCE. NO SEARCHES WERE MADE FOR ANY MATTERS OTHER THAN STATED HEREIN. NO SEARCHES WERE MADE AFTER 3/01/08. LIABILITY FOR THE SEARCH AND THE INFORMATION PROVIDED HEREIN, WHETHER BASED ON CONTRACT OR NEGLIGENCE, SHALL NOT EXCEED THE CHARGE IMPOSED FOR THE SEARCH. THIS SEARCH IS FOR INFORMATION ONLY AND FOR NO OTHER PURPOSES.**

THIS INDENTURE, made the 15<sup>th</sup> day of October, 1945, by and between THE COUNTY OF WESTCHESTER, a municipal corporation, having its principal office in the County Office Building, White Plains, New York, party of the first part, and UNITED STATES OF AMERICA AND ITS ASSIGNS, party of the second part,

WITNESSETH, that the party of the first part, for and in consideration of the sum of ONE HUNDRED AND TWENTY-FIVE THOUSAND (\$125,000.) DOLLARS, 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, its successors and assigns, forever:

ALL those certain lots, pieces or parcels of land, together with the buildings and improvements thereon, situate, lying and being in the Town of Cortlandt, Westchester County, New York, known and designated as Parcels 1, 2, 3, 4, 4A, 5, 6, 7, 8, 9, 13 and 14, together with all right, title and interest of, in and to Parcels 10, 11 and 12, as shown on Sheet 1 of Map entitled: "Westchester County Park Commission Map of Lands to be Acquired for Crugers Park, Westchester County, N. Y.", filed in the Office of the Register of Westchester County, now office of County Clerk (Division of Land Records), on April 2, 1928, as Map No. 3260.

TOGETHER with all right, title and interest of the party of the first part of, in and to any land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining said premises, to the center line thereof.

SUBJECT to the following:

The natural flow of the brook or brooks running through or across said premises;

Easements, public or private, over roads, streets or highways crossing the premises or any part thereof;

Any municipal or public utilities, rights or easements;

Any state of facts, including any change or alteration in street lines, which an accurate survey would show;

Easement granted to Town of Cortlandt for highway purposes as shown on map entitled: "Westchester County Park Commission map showing location of easement through lands designated as Parcel 9, Sheet 1, Crugers Park, Westchester County, New York", July 26, 1935;

Lease between The County of Westchester, acting by the Westchester County Park Commission, as landlord, and Escobel, Inc., as tenant, which lease is dated June 17, 1942 and expires May 31, 1947;

Permit granted by the Westchester County Park Commission to the Montrose Improvement District dated December 19, 1935 to construct, operate and maintain a sub-surface structure consisting of a 6-inch water main and appurtenances under and across a portion of Parcel 9, Sheet 1, on aforesaid map;

Covenants, conditions and easements contained in Liber 1356 cp 383; Liber 1981 cp 290 and Liber 1973 cp 74.

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.

The party of the first part, in compliance with Section 13 of the Lien Law, covenants that it 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 it 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 caused these presents to be signed by its duly authorized officer, and The County of Westchester having adopted the seal of the County Executive for this and similar transactions, has authorized the official seal of the County Executive to be hereunto affixed the day and year first above written.



THE COUNTY OF WESTCHESTER

By Herbert C. Gerlach  
County Executive

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

On the 15<sup>th</sup> day of October, 1945, before me personally came HERBERT C. GERLACH, to me known and known to me to be the same person who subscribed the foregoing instrument and who, being by me duly sworn, did depose and say: That he resides at Browning Drive in the Village of Ossining, Westchester County, New York; that he is the County Executive of The County of Westchester, the municipal corporation described in and which executed the foregoing instrument; that said corporation has adopted the seal of the County Executive for this and similar transactions; that the seal affixed to the foregoing instrument is the official seal of the County Executive of Westchester County; that said official seal of the County Executive of Westchester County was hereto affixed by order of the Board of Supervisors of Westchester County and that he, the said County Executive of Westchester County, signed his name thereto by virtue of a like order of said Board of Supervisors of Westchester County.

John A. Krug  
Notary Public,  
Westchester County, N. Y. ✓

This instrument is exempt from recording fee  
County ATTORNEY  
By Wm. C. Coker

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the TOWN OF CORTLANDT County of Westchester, N. Y. A true copy of the original DEED RECORDED Oct. 18, 1945 at 9 A. M. at request of T. G. & T. CO.  
FEE: \$ EXEMPT No. 33101 ROBERT J. FIELD, County Clerk.

## SCHEDULE "A"

### PARCEL I

**ALL** that certain plot, piece or parcel of land, situate, lying and being on the westerly side of New York and Albany Post Road, in the Town of Cortlandt, County of Westchester and State of New York, bounded and described as follows:

**BEGINNING** at a point on the westerly side of New York and Albany Post Road, which point is at the southerly end of a curve to the right having a radius of 62.00 feet, a distance of 95.74 feet connecting the southerly side of Dutch Street with the westerly side of New York and Albany Post Road;

**RUNNING THENCE** from said point of beginning along the westerly side of New York and Albany Post Road, South 20 deg. 40 min. 00 sec. East 80.38 feet, South 15 deg. 23 min. 00 sec. East 296.46 feet, South 15 deg. 21 min. 00 sec. West 16.77 feet and North 83 deg. 42 min. 22 sec. West 7.03 feet to lands of the People of the State of New York (The New York State Veterans Nursing Home at Montrose);

**THENCE RUNNING** along the same the following 49 courses and distances:

1. South 66 deg. 30 min. 48 sec. West 46.99 feet;
2. South 39 deg. 35 min. 48 sec. West 46.34 feet;
3. South 32 deg. 08 min. 07 sec. West 26.25 feet;
4. South 27 deg. 58 min. 14 sec. West 46.07 feet;
5. South 26 deg. 22 min. 59 sec. West 42.54 feet;
6. South 28 deg. 51 min. 26 sec. West 30.44 feet;
7. South 31 deg. 36 min. 09 sec. West 58.87 feet;
8. South 34 deg. 37 min. 09 sec. West 41.99 feet;
9. South 40 deg. 46 min. 31 sec. West 34.92 feet;
10. South 45 deg. 42 min. 36 sec. West 43.31 feet;
11. South 49 deg. 53 min. 25 sec. West 46.57 feet;
12. South 51 deg. 37 min. 38 sec. West 52.46 feet;
13. South 53 deg. 25 min. 37 sec. West 44.56 feet;
14. South 53 deg. 52 min. 59 sec. West 41.03 feet;
15. South 51 deg. 53 min. 06 sec. West 49.50 feet;
16. South 39 deg. 43 min. 20 sec. West 48.94 feet;
17. South 31 deg. 01 min. 22 sec. West 28.98 feet;
18. South 26 deg. 56 min. 04 sec. West 36.51 feet;
19. South 18 deg. 31 min. 35 sec. West 46.09 feet;
20. South 11 deg. 48 min. 52 sec. West 23.72 feet;
21. South 04 deg. 54 min. 55 sec. West 45.06 feet;
22. South 03 deg. 50 min. 43 sec. West 62.40 feet;
23. South 01 deg. 39 min. 41 sec. West 38.77 feet;
24. South 01 deg. 41 min. 40 sec. West 52.14 feet;

25. South 02 deg. 12 min. 54 sec. East 125.20 feet;
26. South 06 deg. 26 min. 28 sec. East 53.08 feet;
27. South 89 deg. 13 min. 29 sec. East 15.26 feet;
28. South 03 deg. 07 min. 54 sec. East 21.95 feet;
29. North 89 deg. 13 min. 29 sec. West 15.53 feet;
30. South 00 deg. 04 min. 34 sec. West 82.94 feet;
31. South 07 deg. 28 min. 49 sec. East 91.54 feet;
32. South 12 deg. 14 min. 44 sec. East 95.00 feet;
33. South 15 deg. 42 min. 12 sec. East 38.23 feet;
34. North 74 deg. 45 min. 45 sec. East 23.75 feet;
35. South 15 deg. 38 min. 02 sec. East 109.88 feet;
36. South 66 deg. 28 min. 24 sec. West 26.05 feet;
37. South 17 deg. 34 min. 08 sec. East 104.18 feet;
38. North 74 deg. 23 min. 16 sec. East 23.89 feet;
39. South 18 deg. 14 min. 17 sec. East 119.44 feet;
40. South 18 deg. 25 min. 59 sec. East 105.78 feet;
41. South 48 deg. 45 min. 03 sec. West 25.26 feet;
42. South 18 deg. 02 min. 22 sec. East 81.18 feet;
43. South 14 deg. 22 min. 02 sec. East 82.78 feet;
44. South 10 deg. 21 min. 28 sec. East 66.60 feet;
45. South 07 deg. 33 min. 39 sec. East 45.76 feet;
46. South 01 deg. 38 min. 39 sec. East 75.36 feet;
47. South 02 deg. 47 min. 14 sec. West 51.75 feet;
48. South 02 deg. 56 min. 14 sec. West 47.77 feet;
49. South 19 deg. 12 min. 35 sec. East 480.88 feet to lands of Penn Central Railroad (Hudson Division);

**THENCE RUNNING** along the same the following 23 courses and distances:

1. South 49 deg. 07 min. 00 sec. West 44.21 feet;
2. South 19 deg. 39 min. 00 sec. West 117.83 feet;
3. Along a curve having a radius of 2131.00 feet, a distance of 360.18 feet;
4. South 51 deg. 09 min. 10 sec. West 107.87 feet;
5. South 36 deg. 43 min. 40 sec. West 200.17 feet;
6. Along a curve having a radius of 2181.00 feet, a distance of 275.00 feet;
7. North 81 deg. 15 min. 00 sec. West 56.95 feet;
8. South 61 deg. 09 min. 00 sec. West 11.54 feet;
9. South 46 deg. 01 min. 40 sec. East 37.76 feet;
10. South 48 deg. 01 min. 40 sec. East 66.00 feet;
11. South 15 deg. 54 min. 00 sec. West 68.00 feet;
12. South 46 deg. 01 min. 55 sec. East 2.00 feet;
13. South 43 deg. 58 min. 20 sec. West 18.37 feet;
14. North 72 deg. 45 min. 49 sec. West 1.51 feet;
15. Along a curve having a radius of 453.89 feet, a distance of 3.00 feet;

16. Along a curve having a radius of 2164.22 feet, a distance of 183.36 feet;
17. South 70 deg. 20 min. 30 sec. West 58.68 feet;
18. Along a curve having a radius of 2204.00 feet, a distance of 36.46 feet;
19. South 04 deg. 22 min. 00 sec. West 368.06 feet;
20. South 01 deg. 30 min. 40 sec. West 64.11 feet;
21. North 74 deg. 53 min. 30 sec. West 176.68 feet;
22. North 38 deg. 15 min. 20 sec. East 53.89 feet; and
23. North 17 deg. 57 min. 20 sec. West 130.33 feet to the Hudson River;

**THENCE RUNNING** along the same the following 33 courses and distances:

1. South 36 deg. 30 min. 40 sec. West 7.00 feet;
2. North 53 deg. 29 min. 20 sec. West 50.00 feet;
3. North 36 deg. 30 min. 39 sec. East 32.44 feet;
4. North 53 deg. 29 min. 20 sec. West 49.50 feet;
5. North 36 deg. 30 min. 40 sec. East 10.00 feet;
6. North 53 deg. 29 min. 20 sec. West 13.98 feet;
7. South 51 deg. 02 min. 40 sec. West 101.33 feet;
8. North 54 deg. 16 min. 12 sec. West 89.34 feet;
9. North 73 deg. 50 min. 56 sec. West 220.49 feet;
10. North 87 deg. 33 min. 07 sec. West 101.73 feet;
11. South 71 deg. 45 min. 40 sec. West 58.39 feet;
12. South 52 deg. 52 min. 43 sec. West 75.00 feet;
13. South 85 deg. 53 min. 07 sec. West 46.91 feet;
14. North 82 deg. 42 min. 56 sec. West 86.10 feet;
15. North 75 deg. 06 min. 11 sec. West 186.23 feet;
16. South 36 deg. 31 min. 26 sec. West 37.59 feet;
17. South 86 deg. 27 min. 53 sec. West 84.91 feet;
18. North 52 deg. 50 min. 30 sec. West 67.85 feet;
19. North 12 deg. 50 min. 11 sec. West 39.44 feet;
20. South 82 deg. 19 min. 00 sec. West 204.57 feet;
21. South 34 deg. 23 min. 37 sec. West 103.00 feet;
22. South 05 deg. 54 min. 43 sec. West 84.33 feet;
23. South 36 deg. 35 min. 28 sec. East 48.94 feet;
24. South 17 deg. 18 min. 32 sec. West 21.08 feet;
25. North 73 deg. 29 min. 33 sec. West 139.39 feet;
26. South 82 deg. 59 min. 19 sec. West 342.30 feet;
27. South 65 deg. 43 min. 30 sec. West 44.12 feet;
28. South 43 deg. 47 min. 17 sec. West 75.30 feet;
29. North 70 deg. 31 min. 40 sec. West 155.33 feet;
30. North 11 deg. 57 min. 58 sec. West 126.61 feet;
31. North 82 deg. 21 min. 05 sec. West 134.85 feet;

32. South 85 deg. 56 min. 09 sec. West 276.16 feet; and
33. North 62 deg. 42 min. 39 sec. West 157.19 feet to lands now or formerly of Westchester County Parks Commission;

**RUNNING THENCE** along the same the following 6 courses and distances:

1. North 24 deg. 30 min. 00 sec. East 398.66 feet;
2. North 79 deg. 25 min. 18 sec. East 435.01 feet;
3. South 65 deg. 30 min. 00 sec. East 314.00 feet;
4. North 14 deg. 34 min. 25 sec. East 406.08 feet;
5. North 65 deg. 30 min. 00 sec. West 600.00 feet;
6. North 24 deg. 30 min. 00 sec. East 600.00 feet to the northerly line of the premises herein being described;

**RUNNING THENCE** along the same and continuing along the southerly side of Dutch Street the following 10 courses and distances:

1. North 43 deg. 43 min 50 sec. East 1555.68 feet;
2. North 41 deg. 13 min. 10 sec. East 100.16 feet;
3. North 43 deg. 10 min. 30 sec. East 220.54 feet;
4. North 44 deg. 10 min. 00 sec. East 1119.72 feet;
5. North 42 deg. 20 min. 40 sec. East 412.70 feet;
6. North 40 deg. 40 min. 30 sec. East 385.14 feet;
7. North 39 deg. 23 min. 30 sec. East 249.74 feet;
8. Along a curve to the right having a radius of 232.00 feet, a distance of 127.42 feet.
9. North 70 deg. 51 min. 40 sec. East 43.04 feet; and
10. Along a curve to the right having a radius of 62.00 feet, a distance of 95.74 feet to the westerly side of New York and Albany Post Road and the point and place of **BEGINNING**.

**PARCEL II**

**ALL** that certain plot, piece or parcel of land, situate, lying and being on the westerly side of New York and Albany Post Road, in the Town of Cortlandt, County of Westchester and State of New York, bounded and described as follows:

**BEGINNING** at a point, which point is located South 20 deg. 40 min. 00 sec. East 80.38 feet, South 15 deg. 23 min. 00 sec. East 296.46 feet, South 15 deg. 21 min. 00 sec. West 16.77 feet, North 83 deg. 42 min. 22 sec. West 7.03 feet and South 33 deg. 33 min. 40 sec. East 53.00 feet from the southerly end of a curve to the right having a radius of 62.00 feet, a distance of 95.74 feet connecting the southerly side of Dutch Street with the westerly side of New York and Albany Post Road;

**RUNNING THENCE** South 33 deg. 33 min. 40 sec. East 100.33 feet, South 38 deg. 59 min. 00 sec. East 105.23 feet, South 36 deg. 45 min. 00 sec. East 193.59 feet along a curve to the right having a radius of 487.19 feet, a distance of 261.16 feet along a curve to the right having a radius of 487.19 feet, a distance of 261.16 feet, South 52 deg. 57 min. 00 sec. West 48.84 feet, North 41 deg. 35 min. 10 sec. West 393.35 feet and North 37 deg. 10 min. 37 sec. East 555.87 feet to the point and place of **BEGINNING**.

## DEED OF EASEMENT

The Administrator of Veterans Affairs, acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority vested in him by 40 United States Code 319 (76 Stat. 1129), he having determined that it will not be adverse to the interests of the United States, and in consideration of payment to the Government the sum of \$5,705.77, does hereby grant and convey, subject to the conditions hereinafter stated, without covenant or warranty of any kind, unto the American Telephone and Telegraph Company, hereinafter referred to as the Grantee, its successors and assigns, an easement to construct, operate and maintain a coaxial cable and appurtenances in, under and across a portion Town of Cortlandt, County of Westchester of the Veterans Administration Hospital reservation, Montrose, New York, more particularly described as follows:

Beginning at a point in the mean centerline of a stone wall that forms the common boundary line between lands of the United States of America on the southeast and lands of the County of Westchester on the northwest; said point of beginning being N. 44° 20' 50" E. 158.90 ft. from the mean high water line of the easterly shore of Baverstraw Bay, an estuary of the Hudson River, as measured along the mean centerline of the aforesaid boundary wall; thence from said point of beginning through lands of the United States of America, along the centerline of this easement, the following courses and distances: S. 50° 35' 40" E. 12.03 ft., N. 43° 39' 20" E. 400.95 ft., N. 45° 44' 40" E. 700.57 ft., N. 17° 50' 40" E. 30.93 ft., N. 41° 37' 10" E. 311.81 ft., N. 51° 02' 00" E. 147.08 ft., N. 65° 32' 30" E. 334.16 ft., N. 30° 43' 40" E. 211.04 ft., N. 39° 19' 40" E. 321.00 ft., N. 32° 49' 10" E. 355.51 ft., N. 43° 19' 10" E. 1321.69 ft., N. 53° 08' 20" E. 107.10 ft., N. 41° 15' 30" E. 702.49 ft., S. 73° 44' 00" E. 459.11 ft., S. 44° 11' 10" E. 283.13 ft., N. 64° 30' 00" E. 7.17 ft., to a point in the westerly side of the New York and Albany Post Road.

This easement shall be 20.00 ft. in width (10.00 ft. each side of centerline) except where the boundary of the lands of the United States of America is within 10.00 ft. of the centerline. Where said boundary is within 10.00 ft. of the centerline the boundary shall be the limit of the easement.

## Temporary construction easement:

During the installation of a buried coaxial cable the American Telephone and Telegraph Company shall have the right to work, within lands of the United States of America, up to 25.00 ft. each side of the centerline of the above described easement. This temporary construction easement (15.00 ft. each side beyond permanent easement) shall cease to exist when the initial installation is completed.

This Easement is granted subject to the following provisions and conditions:

1. That the Government reserves unto itself rights for all purposes across, over, or under this easement area herein above described, such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement, provided that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.

81-11-11

2. That the coaxial cable shall be constructed, installed, reconstructed, repaired, operated, and maintained by the Grantee within the easement area without cost or expense to the Government. The Grantee shall replace, repair, restore, or relocate the property of the Government affected or damaged directly or indirectly by the construction, installation, reconstruction, repair, operation, and maintenance of said coaxial cable, all to the satisfaction of the Hospital Director, Veterans Administration Hospital, Montrose, New York.
3. No mining operations shall be conducted on the premises described above. No mineral shall be removed therefrom except such as is reasonably necessary incident to the utilization of the described premises for the purposes for which this easement is granted.
4. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.
5. That all right, title, interest, and estate hereby granted shall cease and determine, effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been, (a) a failure to comply with terms and conditions of the grant, or, (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easement.
6. That upon termination or forfeiture of this grant, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land hereinabove described all structures, installations and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

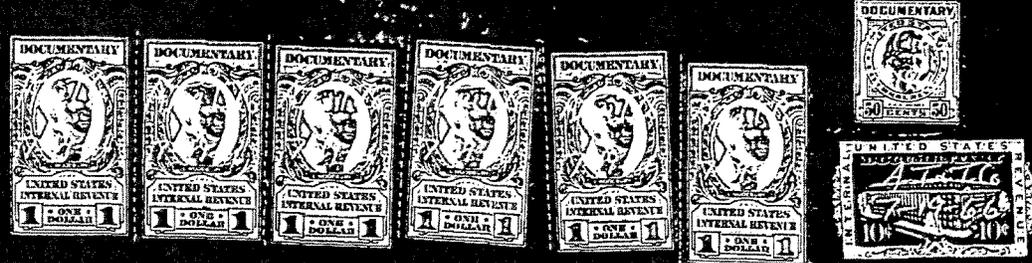
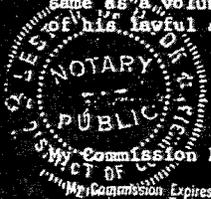
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Veterans Administration this 14<sup>th</sup> day of June, 1966.

W. J. Driver  
W. J. DRIVER  
Administrator of Veterans Affairs

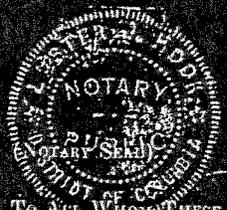
CITY OF WASHINGTON )  
DISTRICT OF COLUMBIA)

On this 14<sup>th</sup> day of JUNE, 1966, before me a Notary Public in and for said District of Columbia, personally appeared W. J. Driver, to me well known and known by me to be Administrator of Veterans Affairs, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.

Lester G. Nook  
Notary Public  
District of Columbia



B 283



DISTRICT OF COLUMBIA

*Lester J. Hook*  
Signature of Notary Public

To ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I certify that LESTER J. HOOK

was appointed a Notary Public in and for the District of Columbia on the 1st

day of May, 1966, for a term of five years expiring on the

30th day of April, 1971 and that on the 14th

day of June, 1966 the said Notary Public was duly com-

missioned in and for said District, and authorized by the laws of said District of Co-

lumbia to take the acknowledgment and proof of deeds or conveyance of lands, tene-

ments, or hereditaments, and other instruments in writing to be recorded in said Dis-

trict, and to administer oaths; and that I am well acquainted with the handwriting

of said Notary and verily believe that the above signature and impression of seal

are genuine, after comparison with signature and impression of seal on file in this

office.

IN WITNESS WHEREOF, the Secretary to the Board of Commissioners of the District

of Columbia, has hereunto caused the Seal of the District of Co-

lumbia to be affixed at the City of Washington, D. C., this 1st

day of August, 1966.

(D. C. Seal)

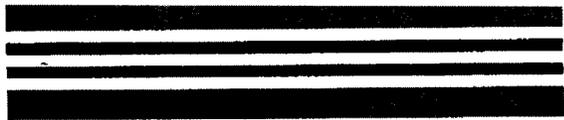
*Pauline Peone*  
Secretary, Board of Commissioners  
CHIEF, NOTARY-PUBLIC SECTION

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

RECORDED AUG. 16, 1966 at 11:18 AM at request of JAY R. HUNT  
FEE: \$ 5.50 AMERICAN TELEPHONE & TELEGRAPH, 33 MAIN ST., NEWTOWN, CONN.  
No. 47916 EDWARD L. WARREN, County Clerk.



\*E06799050\*



\*EAS2\*



\*\*\* 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 EAS-EASEMENT FEE PAGE 11 TOTAL PAGES 11  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>33.00</u>
RECMGT FUND	<u>4.75</u>
EA 5217	
TP-584	<u>0.00</u>
CROSS-REF.	<u>0.00</u>
MISC.	<u>0.00</u>

MORTGE. DATE	_____
MORTGE. AMT	_____
EXEMPT	YES ___ NO ___

LIBER: <u>12234</u>
PAGE : <u>4</u>

REC'D TAX ON ABOVE MTGE:	
YONKERS	\$ _____
BASIC	\$ _____
ADDITIONAL	\$ _____
SUBTOTAL	\$ _____
MTA	\$ _____
SPECIAL	\$ _____
TOTAL PAID	\$ _____

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

TOTAL PAID
43.00

\$ 0.00  
CONSIDERATION

SERIAL NO. \_\_\_\_\_  
DWELLING \_\_\_ 1-6 \_\_\_ OVER

RECEIVED:  
TAX AMOUNT \$ 0.00  
TRANSFER TAX# 0000000

\_\_\_ DUAL TOWN  
\_\_\_ DUAL COUNTY/STATE  
\_\_\_ HELD  
\_\_\_ NOT HELD \_\_\_\_\_

TITLE COMPANY NUMBER: 01

EXAMINED BY LAN1 RECORDING DATE 02/19/99

TERMINAL CTRL# 99050E067 TIME 14:04

DATE RETURNED \_\_\_\_\_

7

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO WESTCHESTER COUNTY CLERK

## DEED OF EASEMENT

201  
EAS  
11P  
706

The Department of Veterans Affairs (VA), acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 319 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of service as follows: provide four (4) direct buried PVC conduits run from the New York Telephone Company distribution node to the existing manhole adjacent to building 52 as shown on the drawings as set forth in this Deed of Easement, and for such other consideration as is set forth in this Deed of Easement, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto, **New York Telephone Company**, a corporation of the State of New York, having its principal office at **1095 Avenue of the Americas, New York, New York**, hereinafter referred to as the Grantee, its successors and assigns: an easement to construct, place, operate, replace, remove, repair and maintain two telephone equipment cabinets, specifically a Controlled Environment Cabinet (CEC2010), and a cross connection cabinet, along with associated conduits, cables and an electric meter pedestal in and upon, over, under and along that certain land situated in the County of Westchester, hereinafter referred to as "said facilities", to be on, over, under, across, or through a portion of the Department of Veterans Affairs Medical Center, which the undersigned owns or in which the undersigned has an interest in the County of Westchester, City of New York, State of New York, to wit:

All as described and depicted on Exhibits "A" and "B", attached hereto and made a part hereof, *AND SHOWN ON THE TOWN OF CORTLANDT TAX MAPS AS MAP 54.16, BLOCK 3, LOT 1.*

The Easement is granted subject to the following conditions and provisions:

1. That the Government reserves the rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.
2. That said facilities shall be installed, operated, maintained, reconstructed, repaired, and replaced by the Grantee, within the easement area without cost to the Government, under the general supervision and subject to the approval of the Government official having immediate jurisdiction over the property. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities all to the satisfaction of the Government official having immediate jurisdiction over the property.

3. That no mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which the easement is granted.

4. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.

5. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been: (a) a failure to comply with the terms and conditions of the grant; (b) a nonuse of the Easement for a consecutive two-year period for the purpose for which granted; or, (c) an abandonment of the Easement.

6. That upon termination or forfeiture of the grant, the Grantee shall, within a reasonable time thereafter if so requested by the Government, remove from the land hereinafter described, all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

7. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of VA issued pursuant to that Title, and that the Easement and its appurtenant areas and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by VA and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or National origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also to lessees and sub-lessees and licensees doing business or extending services under contractual or other or other arrangements on the interest in property herein conveyed.

8. That the Grantee upon acceptance of this instrument shall convey to the Grantor any prior Easement or Easements in the above-described property. Conveyance of this new Easement is conditioned upon the transfer of the prior Easement or Easements.

IN WITNESS WHEREOF, the Department of Veterans Affairs has caused this Deed of Easement to be executed in its name and on its behalf this 6<sup>th</sup> day of Nov., 1998.

NEW YORK TELEPHONE COMPANY

UNITED STATES OF AMERICA  
Acting by and through the Secretary,  
Department of Veterans Affairs

By [Signature]  
Title:  
Area Opns Mgr

By [Signature]  
Director  
Land Management Service

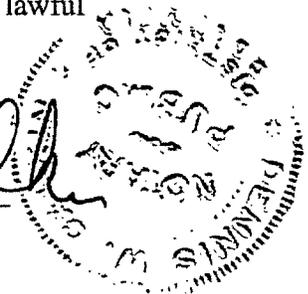
CITY OF WASHINGTON ]  
] ]  
DISTRICT OF COLUMBIA ]

ON THIS 6<sup>th</sup> day of Nov, 1998, before me a Notary Public in and for said District of Columbia, personally appeared George Szwarcman, well known and known by me to be the Director, Land Management Service, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.

[SEAL]

[Signature]

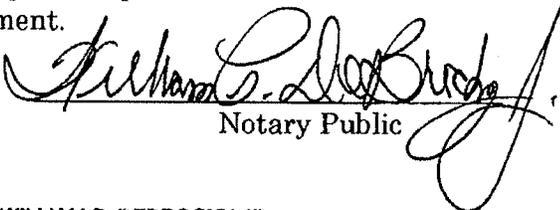
Notary Public  
District of Columbia



My commission expires:  
**DENNIS W. WALKER**  
**NOTARY PUBLIC DISTRICT OF COLUMBIA**  
**MY COMMISSION EXPIRES FEB 28, 2001**  
FEB 28, 2001

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

On the 25<sup>TH</sup> day of JANUARY in the year 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared SUSAN E. VOERG, 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, 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

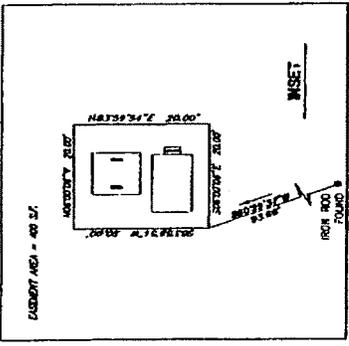
**WILLIAM P. DEBROCKY JR.**  
Notary Public, State of New York  
No. 01DE5042167  
Qualified in Putnam County  
Commission Expires April 17, 1999

PLEASE RECORD & RETURN TO:  
WILLIAM DEBROCKY  
500 SUMMIT LAKE DRIVE  
VALHALLA, NY 10595  
ROOM 476A

EXHIBIT "A", PAGE 1 OF 4

DATE	BY	REVISION
10/1/58	CHAS. H. SELLS, INC.	1
10/1/58	CHAS. H. SELLS, INC.	2
10/1/58	CHAS. H. SELLS, INC.	3
10/1/58	CHAS. H. SELLS, INC.	4
10/1/58	CHAS. H. SELLS, INC.	5
10/1/58	CHAS. H. SELLS, INC.	6
10/1/58	CHAS. H. SELLS, INC.	7
10/1/58	CHAS. H. SELLS, INC.	8
10/1/58	CHAS. H. SELLS, INC.	9
10/1/58	CHAS. H. SELLS, INC.	10
10/1/58	CHAS. H. SELLS, INC.	11
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10/1/58	CHAS. H. SELLS, INC.	16
10/1/58	CHAS. H. SELLS, INC.	17
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10/1/58	CHAS. H. SELLS, INC.	48
10/1/58	CHAS. H. SELLS, INC.	49
10/1/58	CHAS. H. SELLS, INC.	50

RULE 53  
 TO UNDERSTAND PLAN INVOLVED VISIT NO. 0  
 C DOES NOT APPLY  
 G DOES APPLY AS FOLLOWS CALL 63 800-245-2328





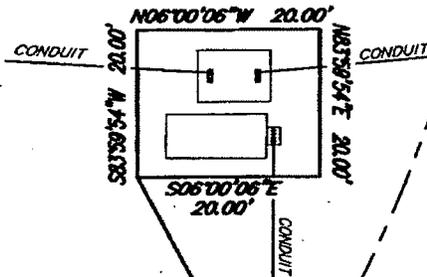




EASEMENT AREA = 400 S.F.



LANDS OF THE UNITED STATES OF AMERICA (VETERANS HOSPITAL-MONTROSE)



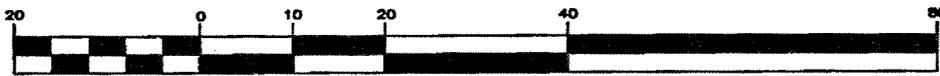
DUTCH STREET

ROUTE 9A (a.k.a. ALBANY POST ROAD)

IRON ROD FOUND

N/F BRIGA ENTERPRISES, INC.

GRAPHIC SCALE



( IN FEET ) 1 inch = 20 ft.

WESTCHESTER COUNTY BLOCK 10069 SHEET 203

We, Chas H. Sells, Inc., hereby certify that the survey on which this map is based was completed on May 11, 1998 and this map was completed on June 11, 1998 and that said survey is in accordance with NYSAPLS current standards.

This survey was prepared in accordance with the current "CODE OF PRACTICE" of the NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS (NYSAPLS). All certifications shall run to persons, named hereon, for whom this survey was prepared and on their behalf to any title company, governmental agency, or lending institution named hereon. Said certifications are not transferable to additional institutions or subsequent owners.

THE OWNERS OF THE PROPERTY SHOWN HEREON CERTIFY THAT THEY ARE FAMILIAR WITH THIS MAP, ITS CONTENTS AND LEGENDS AND HEREBY CONSENT TO ITS FILING.

MAP SHOWING EASEMENT TO BE ACQUIRED BY

NEW YORK TELEPHONE COMPANY

FROM

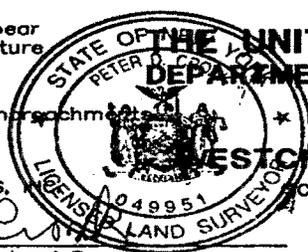
THE UNITED STATES OF AMERICA DEPARTMENT OF VETERANS AFFAIRS (VA)

SITUATE IN MONTROSE

WESTCHESTER COUNTY, NEW YORK

Any alteration or addition to this survey is a violation of SECTION 7209 of the NEW YORK STATE EDUCATION LAW, except as per SUBDIVISION 2. All certifications hereon are valid for this map and copies thereof only if said map or copies bear the impressed seal of the surveyor whose signature appears hereon.

The location of underground improvements or encroachments hereon, if any exist, are not certified or shown.



PREPARED: JUN. 1998 CHAS. H. SELLS, INC. ENGINEERS & SURVEYORS BEDFORD HILLS, N.Y.

By CHAS. H. SELLS, Peter D. Croft, N.Y. State Licensed Land Surveyor

SCALE: 1" = 20'

JUNE 11, 1998

**EXHIBIT "B"**

**DESCRIPTION OF AN EASEMENT  
TO BE ACQUIRED BY  
NEW YORK TELEPHONE COMPANY  
FROM  
THE UNITED STATES OF AMERICA  
DEPARTMENT OF VETERANS AFFAIRS (VA)**

An Utility Easement over all that certain lot, piece or parcel of land situate, lying and being in the Montrose, County of Westchester and State of New York and being more particularly described as follows:

Commencing at an iron rod found at an angle point in the easterly line of Route 9A (a.k.a. Albany Post Road). Thence from said point across Route 9A and through lands of the Grantor, South  $60^{\circ}29'37''$  West a distance of 93.68 feet to the Point of Beginning. Thence from said point and still through lands of the Grantor the following four (4) courses and distances: South  $83^{\circ}59'54''$  West a distance of 20.00 feet to a point; Thence North  $06^{\circ}00'06''$  West a distance of 20.00 feet to a point; Thence North  $83^{\circ}59'54''$  East a distance of 20.00 feet to a point; Thence South  $06^{\circ}00'06''$  East a distance of 20.00 feet to the point of Beginning.

Containing 400 square feet of land more or less.

BEING as shown on a map entitled, "Exhibit 'A' Map Showing Easement to be Acquired by New York Telephone Company from The United States of America" dated June 11, 1998 prepared by Chas. H. Sells, Inc.

Prepared By: Chas. H. Sells, Inc  
Consulting Engineers & Land Surveyors  
550 Bedford Road  
Bedford Hills, New York 10507  
June 11, 1998  
Job No. 98821.000

~~Saw Mill River, thence southerly along the centre of the Saw Mill River to the northerly line of John Acker aforesaid; thence easterly along the land late of Acker to the Saw Mill River Road, the point and place of beginning. TOGETHER with all the right, title and interest of the party of the first part of, in and to said Saw Mill River Road, where the same abounds the herein described property to the centre line thereof. EXCEPTING from the said hereinabove described premises, all land of the New York and Putnam Railroad Company. IT IS HEREBY UNDERSTOOD and agreed between the parties hereto that the party of the first part hereby conveys only such rights of way across the land of the New York & Putnam Railroad to the small parcel lying west of said railroad lands as she may have or may have acquired from Henry Drisler and Herman Drisler surviving Executors and Trustees under the will of Henry Drisler. 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 premises, unto the said party of the second part his heirs and assigns forever. AND the said party of the first part does covenant with said party of the second part as follows:- FIRST. That the said party of the first part, 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. 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 party of the first part will forever warrant the title to said premises. IN WITNESS WHEREOF the said party of the first part has hereunto set her hand and seal the day and year first above written.~~

In the presence of;

Frederick T. Burns.

LILLIE VICKERY RICHENS (L.S.)

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS. On this 19th day of April in the year one thousand nine hundred and twelve, before me personally came LILLIE VICKERY RICHENS, to me known and known to me to be the individual described in and who executed the within instrument and she duly acknowledged to me that she executed the same.

FREDERICK T. BURNS, Notary Public, West. Co.

The foregoing instrument was endorsed for record as follows:- The property affected by this instrument is situate in the Town of GREENBURGH, in County of Westchester, N. Y. A True Copy of the original DEED and acknowledgment thereof recorded

April 19, 1912, at 4.05 P. M.

Register.

JOSEPH S. RIPLEY & ORS.

TO

GARFIELD TICE

THIS INDENTURE, made the 30th day of

October in the year one thousand nine hundred and eleven. BETWEEN, JOSEPH S.

RIPLEY and MARTHA F. RIPLEY his wife, and HATTIE L. RIPLEY of Crugers, N. Y., EDWIN L. RIPLEY and MABLE B. RIPLEY his wife, of White Plains, N. Y., and JENNIE L. FLETCHER, of Peekskill, N. Y., parties of the first part, and GARFIELD TICE, residing at Crugers, N. Y., party of the second part. WITNESSETH, That the said parties of the first part, in consideration of FIFTY (\$50) DOLLARS, lawful money of the United States paid by the party of the second part, do hereby grant and release unto the said party of the second part, his heirs and assigns forever. ALL that certain lot or parcel of land situate at Crugers, in the Town of Cortlandt, County of Westchester and State of New York, bounded and described as follows: BEGINNING at a point in the southerly line of road from Crugers to Verplanck where it intersects the westerly line of Road leading to Ripley's dock on Hudson River; thence southwesterly along said dock road about 37 feet to land of Francis Larkin Estate; thence northwesterly along said Larkin land about 36 feet to the centre of Sawmill Creek, thence northeasterly along centre of Sawmill Creek about 25 feet to said Crugers to Verplanck Road; thence southeasterly along the southerly line of said road Crugers to Verplanck about 52 feet to the place of beginning. SUBJECT to the following: AND the said party of the second part, his heirs and assigns does hereby covenant to and with the parties of the first part their heirs, successors, administrators and assigns, that neither the party of the second part, nor his heirs or assigns, shall and will at any time hereafter erect, build or permit upon any part of the premises so as above conveyed any bone boiling establishment, slaughter house, soap factory, nail or other iron foundry, brewery, distillery or building or establishment for any noxious, offensive, illegal or dangerous trade or business whatsoever, or any building for the sale of strong or spirituous wine, ale or beer; and that no strong or spirituous liquors, wines, ale or beer shall be made, sold or kept for sale upon any part of said premises. AND any breach or threatened breach of this covenant may be enjoined upon the application of said grantors, their successors or assigns (assigns shall include any person deriving title to any part of the lands now adjoining or adjacent to the premises above conveyed from said grantors) and said grantors and their successors, shall also have the right to recover the sum of FIVE HUNDRED DOLLARS as liquidated damages for every breach of this agreement from the party committing such breach. THIS covenant is to be taken as running with the land. TOGETHER with the appurtenances and all the estate and rights of the said parties 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 his heirs and assigns forever. AND the said parties of the first part do covenant with said party of the second part as follows:- FIRST. That the 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 encumbrances. FOURTH. That the parties of the first part will

execute or procure any further necessary assurance of the title to said premises. FIFTH. That the said parties of the first part will forever warrant the title to said premises. IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

In the presence of,	JOSEPH S. RIPLEY	(L.S.)
Cyrus W. Horton.	MARTHA F. RIPLEY	(L.S.)
	EDWIN L. RIPLEY	(L.S.)
	MABEL B. RIPLEY	(L.S.)
	JENNIE L. FLETCHER	(L.S.)
	HATTIE L. RIPLEY	(L.S.)

STATE OF NEW YORK, COUNTY OF WESTCHESTER, SS. On this 30th day of October in the year one thousand nine hundred and eleven, before me personally came JOSEPH S. RIPLEY and on December 6, 1911, before me personally came MARTHA F. RIPLEY, HATTIE L. RIPLEY, EDWIN L. RIPLEY, MABEL B. RIPLEY and JENNIE L. FLETCHER, to me known and known to me to be the individuals described in and who executed the within instrument and they severally duly acknowledged to me that they executed the same.

C. W. HORTON, Notary Public.

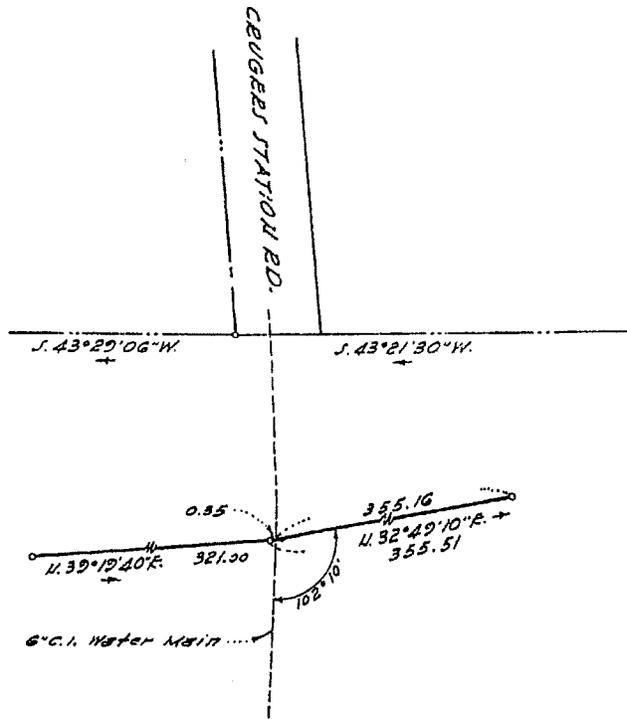
The foregoing instrument was endorsed for record as follows:- The property affected by this instrument is situate in the Town of CORTLANDT, in County of Westchester, N. Y. A True Copy of the original DEED and acknowledgment thereof recorded April 19, 1912, at 11.01 A. M.

*Joseph S. Ripley*  
Register.

JOHN F. CASHEN, JR. REFEREE. :

TO :

NATHANIEL J. BURCHELL : THIS INDENTURE, made the 16th day of April 1912. BETWEEN, JOHN F. CASHEN, JR., a referee appointed by the Supreme Court of the State of New York, dwelling in the City of New Rochelle, party of the first part, and NATHANIEL J. BURCHELL residing at 51 Maple Avenue, in the said City of New Rochelle, County of Westchester and State of New York, party of the second part; WHEREAS, at a Special Term of the Supreme Court of the State of New York, held at the County Court House in the Village of White Plains on the 15th day of February 1912, before Honorable Martin J. Keogh, one of the Justices of said Court, in an action then pending in the said Court, between, the Woodland Realty Company, plaintiff, and Edward Hanford Sturges and Nathaniel J. Burchell, defendants, it was among other things, ordered, adjudged and decreed, by the said Court that all and singular the premises described in the complaint in said action, or so much thereof as are hereinafter particularly described, be sold by or under the direction of John F. Cashen, Jr., a referee appointed by said Court, by public auction, in the county where said premises are situated; that the said referee do sell, in such separate parcels as he shall deem most for the benefit of the said parties, according to the rules and practice of the said Court, and according to the statute in



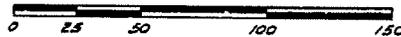
DESCRIPTION OF CENTRA  
COMPANY BY THE UNITA

BEGINNING AT A  
BOUNDARY LINE BETW  
OF THE COUNTY OF WIS  
158.90 FT. FROM THE M  
ESTUARY OF THE HUD  
BOUNDARY WALL; THE  
OF AMERICA, ALONG TA  
S. 50° 55' 40" E. 12.03 FT.,  
N. 41° 37' 10" E. 311.81 FT.,  
N. 39° 19' 40" E. 321.00 FT.,  
N. 41° 15' 30" E. 702.49 FT.)  
IN THE WESTERLY SIDE  
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DESCRIBED ("POINT OF  
THE POSITION OF  
DECEMBER ("END" AT  
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WHERE THE BOUNDARY  
CENTERLINE. WHERE JA  
SHALL BE THE LIMIT O

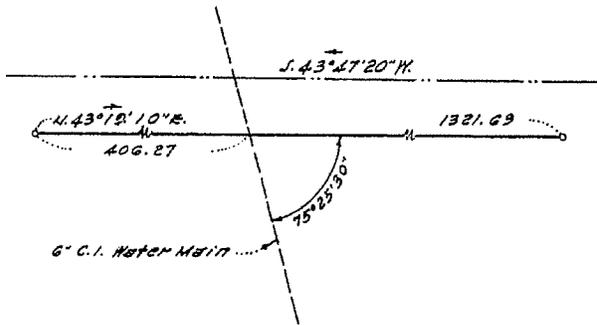
TEMPORARY CONSTRU  
DURING THE INST.  
TELEGRAPH COMPANY  
OF AMERICA, UP TO  
EASEMENT. THIS TEA  
PERMANENT EASEME  
IS COMPLETED.

INSERT "B"

SCALE IN FEET

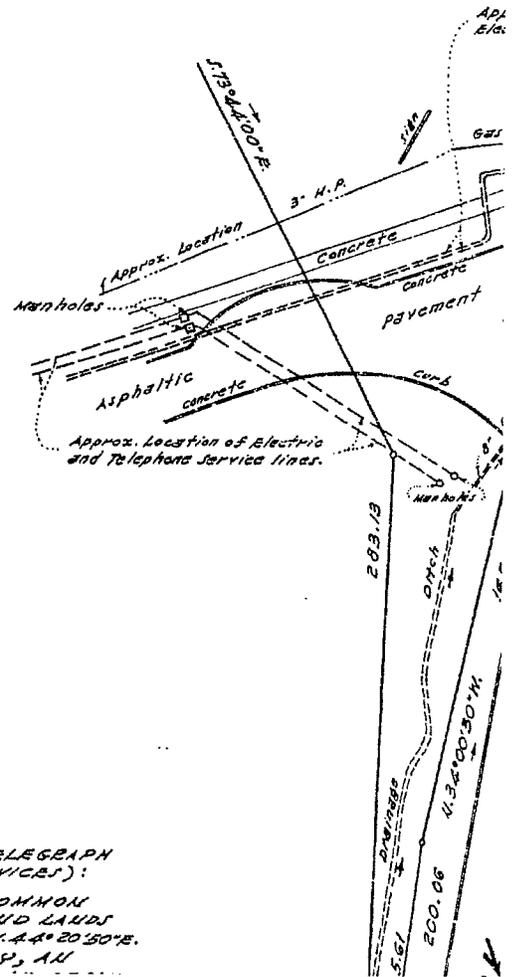
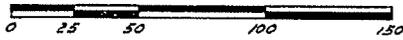


FILE 29 BOOK 1430



INSERT "C"

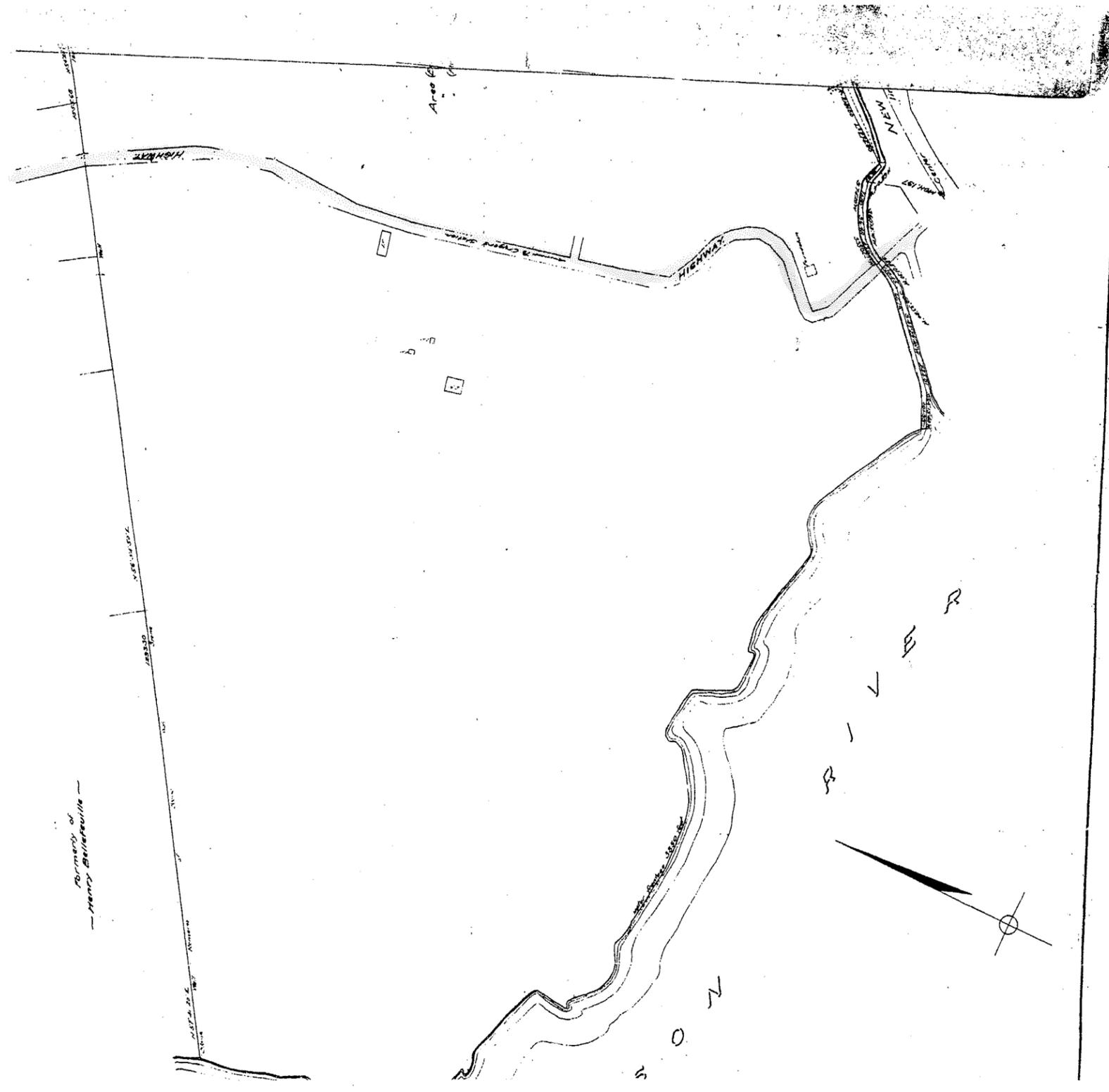
SCALE IN FEET



PORTION OF CENTERLINE OF EASEMENT TO BE GRANTED TO THE AMERICAN TELEPHONE AND TELEGRAPH COMPANY BY THE UNITED STATES OF AMERICA (THROUGH THE ADMINISTRATOR OF GENERAL SERVICES):

BEGINNING AT A POINT IN THE MEAN CENTERLINE OF A STONE WALL THAT FORMS THE COMMON BOUNDARY LINE BETWEEN LANDS OF THE UNITED STATES OF AMERICA ON THE SOUTHEAST AND LANDS OF THE COUNTY OF WESTCHESTER ON THE NORTHWEST; SAID POINT OF BEGINNING BEING  $N. 44^{\circ} 20' 50'' E.$  FROM THE MEAN HIGH WATER LINE OF THE EASTERLY SHORE OF HAYESTRAW BAY, AN ARMS OF THE HUDSON RIVER, AS DESCRIBED ALONG THE MEAN CENTERLINE OF SAID STONE WALL





HIGHWAY TO CRUGERS STATION

MAP NO. 2616

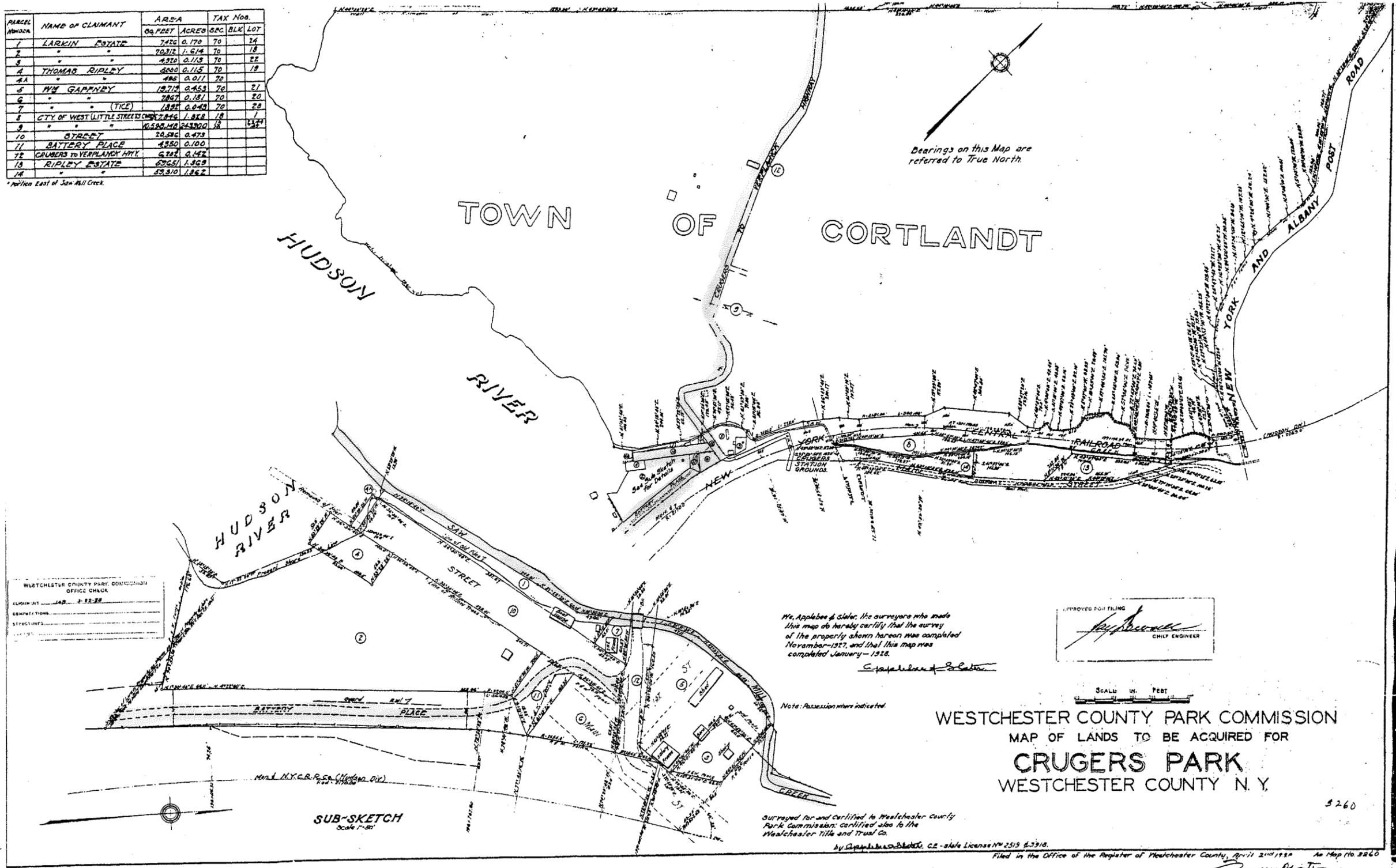
DATED 11/15/1919

FILED 5/29/1924

PROPERTY N/F HERBERT C. PLASS

PARCEL NUMBER	NAME OF CLAIMANT	AREA		TAX Nos.	
		SQ. FEET	ACRES	SEC.	BLK. LOT
1	LARKIN ESTATE	7426	0.170	70	24
2	"	7032	1.614	70	18
3	"	4320	0.113	70	22
4	THOMAS RIPLEY	6000	0.115	70	19
4A	"	482	0.011	70	
5	Wm GANNBY	19778	0.453	70	21
6	"	7867	0.181	70	20
7	" (TICE)	1891	0.043	70	23
8	CITY OF WEST LITTLE STREETS	20846	1.828	18	1
9	"	6,525.48	243.900	18	12
10	STREET	20,595	0.473		
11	BATTERY PLACE	4,350	0.100		
12	CRUGERS TO VERPLANK HWY	6,382	0.147		
13	RIPLEY ESTATE	67651	1.569		
14	"	53,310	1.262		

\* Portion East of Jan Mill Creek.



Bearings on this Map are referred to True North.

WESTCHESTER COUNTY PARK COMMISSION  
OFFICE CHECK  
DATE: JAN. 22-20  
COMPLETION:  
SIGNATURES:

We, Applebee & Slater, the surveyors who made this map do hereby certify that the survey of the property shown hereon was completed November-1917, and that this map was completed January-1920.  
*Applebee & Slater*

APPROVED FOR FILING  
*[Signature]*  
CHIEF ENGINEER

SCALE IN FEET  
0 100

WESTCHESTER COUNTY PARK COMMISSION  
MAP OF LANDS TO BE ACQUIRED FOR  
**CRUGERS PARK**  
WESTCHESTER COUNTY N. Y.

3260

Surveyed for and Certified to Westchester County Park Commission; certified also to the Westchester Title and Trust Co.

by *Applebee & Slater*, C.E. State License No. 2519 & 2518.

Filed in the Office of the Register of Westchester County, April 21st 1920 As Map No. 3260

*Johnson*  
Register