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TOWN OF HARRISON

**TOWN OF HARRISON
VILLAGE OF HARRISON
ATTORNEY'S OFFICE**

TOWN OF HARRISON

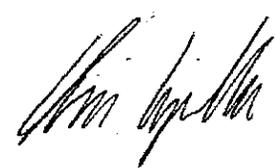
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MEMORANDUM

TO: Ronald Belmont, Supervisor
Members of the Town Board

FROM: Christopher M. Cipolla, Deputy Village Attorney



DATE: August 30, 2012

SUBJECT: Environmental Easement Granted Pursuant to Article 71,
Title 36 of the New York State Environmental Conservation Law
Beaver Swamp Brook Site – Oakland Avenue, Harrison, NY

Attached herewith is a copy of the above referenced Environmental Easement between New York State Department of Environmental Conservation and the Town of Harrison for the remediation project at the Oakland Avenue site.

I have reviewed the Easement Agreement, deem it to be in order, and accordingly, recommend that the Supervisor sign said Easement Agreement.

CMC:ap
Attachment

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this _____ day of _____, 20___, between Owner(s) Town of Harrison, a Municipal Corporation, having an office at 1 Heineman Place, Harrison, NY 10528 (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233.

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor is the owner of real property located at the address of Oakland Avenue in the Town of Harrison, County of Westchester and State of New York, known and designated on the tax map of the County Clerk of Westchester as tax map parcel numbers: Block 154 Lots 4 through and including 17; Block 161 Lots 8 through and including 68; Block 162 Lots 1 through and including 75; Block 163 Lots 1 through and including 40; Block 155 Lots 1 through and including 11 and Block 152 Lot 23 , being the same as that property conveyed to Grantor by the following deeds:

- (1) Deed dated December 1, 1939 recorded December 1, 1939 in Liber 3798 page 472
Correction deed dated November 30, 1951 recorded November 30, 1951 in Liber 5048 page 303
- (2) Deed dated February 23, 1940 recorded February 27, 1940 in Liber 3813 page 111
- (3) Deed dated November 28, 1941 recorded December 12, 1941 in Liber 3969 page

- 75, correction deed dated November 29, 1951 recorded December 5, 1951 in Liber 5048 page 300
- (4) Deed dated July 23, 1943 recorded August 5, 1943 in Liber 4084 page 215 correction deed dated August 27, 1951 recorded November 14, 1951 in Liber 5042 page 6
 - (5) Deed dated October 17, 1947 recorded November 14, 1947 in Liber 4579 page 438
 - (6) Deed dated November 28, 1947 recorded December 10, 1947 in Liber 4589 page 6
 - (7) Deed dated November 14, 1952 recorded January 9, 1953 in Liber 5172 page 126
 - (8) Deed dated February 26, 1955 recorded April 28, 1955 in Liber 5448 page 312 correction deed dated October 17, 1955 recorded November 28, 1955 in Liber 5529 page 345
 - (9) Deed dated July 7, 1971 recorded July 25, 1971 in Liber 6995 page 422
 - (10) Deed dated October 20, 1972 recorded October 24, 1972 in Liber 7088 page 374
 - (11) Deed dated January 8, 1976 recorded January 19, 1976 in Liber 7309 page 661
 - (12) Deed dated July 7, 1981 recorded August 3, 1981 in Liber 7716 page 346
 - (13) Deed dated January 8, 1976 recorded January 19, 1976 in Liber 7309 page 661
 - (14) Deed dated September 1, 1999 recorded March 15, 2000 in Control #400320265
 - (15) Deed dated May 7, 2003 recorded June 27, 2003 in Control # 431631071
 - (16) Deed dated February 12, 1976 recorded March 16, 1976 in Liber 7318 page 43
 - (17) Deed dated March 7, 1977 recorded April 18, 1977 in Liber 7386 page 651
 - (18) Deed dated December 28, 1977 recorded April 10, 1978 in Liber 7461 page 82
 - (19) Deed dated March 31, 1980 recorded April 2, 1980 in Liber 7625 page 303
 - (20) Deed dated March 31, 1980 recorded April 2, 1980 in Liber 7625 page 306
 - (21) Deed dated May 7, 2003 recorded July 7, 2003 in Control # 431670606
 - (22) Deed dated October 15, 2003 recorded September 21, 2004 in Control # 442221128
 - (23) Judgment re: In the Matter of the Application of the Town of Harrison to acquire title filed 4/21/2004, Index # 20500/03

All the above deeds recorded in the Westchester County Clerk's Office. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 13.6334 +/- acres, and is hereinafter more fully described in the Land Title Survey dated December 8, 2011 and revised March 14, 2012 and prepared by Thomas C. Merritts Land Surveyors, P.C., which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of State Assistance Contract Number: C303209, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Active Recreational Use as described in 6 NYCRR Part 375-1.8(g)(2)(ii)(b),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP.

(4) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(7) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP.

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP.

(9) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

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B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require,

that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

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Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor: TOWN OF HARRISON

By: _____

Print Name: _____

Title: _____ Date: _____

Grantor's Acknowledgment

STATE OF NEW YORK)

) ss:

COUNTY OF)

On the _____ day of _____, in the year 20 __, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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 - State of New York

County: Westchester

Site No: B00109

SAC No.: C303209

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner.

By:

Robert W. Schick, Acting Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the _____ day of _____, in the year 20__, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public - State of New York

County: Westchester

Site No: B00109

SAC No.: C303209

SCHEDULE "A" PROPERTY DESCRIPTION

SCHEDULE "A"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING LOCATED IN THE TOWN/VILLAGE OF HARRISON, COUNTY OF WESTCHESTER, STATE OF NEW YORK AND BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FORMED BY THE DIVISION LINE BETWEEN PROPERTY NOW OR FORMERLY MICHA FILOMENA ROSSI, THE HEREIN DESCRIBED PROPERTY AND THE NORTHWESTERLY SIDE OF PARK AVENUE SAID POINT BEING DISTANT 97.67 FEET FROM THE DIVISION LINE BETWEEN THE TOWN/VILLAGE OF HARRISON AND THE CITY OF RYE;

THENCE FROM SAID POINT OF BEGINNING ALONG THE AFORESAID DIVISION LINE, NORTH 32° 01' 40" EAST A DISTANCE OF 150.00 FEET TO A POINT AT THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY GRANT AVENUE INC.;

THENCE ALONG SAID DIVISION LINE BETWEEN PROPERTY NOW OR FORMERLY 67 GRANT AVENUE INC. AND THE HEREIN DESCRIBED PROPERTY NORTH 28° 21' 28" EAST, A DISTANCE OF 257.84 FEET TO A POINT;

THENCE ALONG THE DIVISION LINE BETWEEN THE HEREIN DESCRIBED PROPERTY AND PROPERTY NOW OR FORMERLY ANTHONY VALENTINO, NORTH 31° 30' 00" EAST, A DISTANCE OF 103.59 FEET;

THENCE NORTH 39° 59' 30" WEST, A DISTANCE OF 50.64 FEET;

THENCE NORTH 31° 30' 00" EAST, A DISTANCE OF 83.76 FEET;

THENCE NORTH 44° 43' 50" WEST, A DISTANCE OF 200.27 FEET TO A POINT ON THE SOUTHEASTERLY SIDE OF GRANT AVENUE;

THENCE ALONG SAID SOUTHEASTERLY SIDE OF GRANT AVENUE, NORTH 31° 30' 00" EAST, A DISTANCE OF 118.65 FEET TO A POINT CONNECTING THE SOUTHEASTERLY SIDE OF GLEN OAKS ROAD;

THENCE OVER AND ACROSS GLEN OAKS ROAD, NORTH 31° 30' 00" EAST, A DISTANCE OF 87.27 FEET TO A POINT ON THE PROLONGATION OF THE NORTHEASTERLY SIDE OF GLEN OAKS ROAD;

THENCE OVER AND ACROSS GRANT AVENUE, NORTH 42° 22' 12" WEST, A DISTANCE OF 52.04 FEET TO A POINT ON THE PROLONGATION OF THE NORTHWESTERLY SIDE OF GRANT AVENUE;

THENCE ALONG THE NORTHEASTERLY SIDE OF GLEN OAKS ROAD, NORTH 41° 43' 50" WEST A DISTANCE OF 209.60 FEET TO A POINT ON THE SOUTHEASTERLY SIDE OF OAKLAND AVENUE;

THENCE ALONG THE SOUTHEASTERLY SIDE OF OAKLAND AVENUE, NORTH 32° 38' 00" EAST, A DISTANCE OF 64.44 FEET;

THENCE NORTH 32° 04' 30" EAST, A DISTANCE OF 326.37 FEET;

THENCE NORTH 32° 03' 00" EAST, A DISTANCE OF 232.48 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE HEREIN DESCRIBED PROPERTY AND PROPERTY NOW OR FORMERLY MAMARONECK FEDERAL SAVINGS LOAN ASSOCIATION;

Continued...

County: Westchester

Site No: B00109

SAC No.: C303209

Title No. NCS-521938NY
Schedule "A" Continued

THENCE ALONG THE AFORESAID DIVISION LINE AND ALONG PROPERTY NOW OR FORMERLY THOMAS & PATRICK ARDIS, SOUTH 46° 33' 10" EAST, A DISTANCE OF 223.11 FEET TO A POINT ON THE NORTHWESTERLY SIDE OF GRANT AVENUE;

THENCE OVER AND ACROSS GRANT AVENUE, SOUTH 46° 33' 10" EAST, A DISTANCE OF 50.30 FEET TO A POINT ON THE SOUTHEASTERLY SIDE OF GRANT AVENUE;

THENCE ALONG THE SOUTHEASTERLY SIDE OF GRANT AVENUE, NORTH 37° 36' 25" EAST, A DISTANCE OF 94.33 FEET;

THENCE NORTH 23° 25' 00" EAST, A DISTANCE OF 21.18 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE HEREIN DESCRIBED PROPERTY AND PROPERTY NOW OR FORMERLY THE FELIX & CATHERINE CRISTIANO FAMILY LIMITED PARTNERSHIP;

THENCE ALONG THE AFORESAID DIVISION LINE AND ALONG PROPERTY NOW OR FORMERLY DENNIS & DANIEL ANGARO SOUTH 46° 33' 20" EAST, A DISTANCE OF 105.51 FEET;

THENCE NORTH 37° 36' 25" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 46° 33' 20" EAST, A DISTANCE OF 99.39 FEET TO A POINT ON THE NORTHWESTERLY SIDE OF TAYLOR AVENUE;

THENCE ALONG SAID NORTHWESTERLY SIDE OF TAYLOR AVENUE, NORTH 37° 36' 25" EAST, A DISTANCE OF 139.34 FEET TO A MONUMENT AT THE INTERSECTION OF THE NORTHWESTERLY SIDE OF TAYLOR AVENUE AND THE SOUTHERLY SIDE OF OSBORN ROAD;

THENCE SOUTHEASTERLY ALONG THE SOUTHERLY SIDE OF OSBORN ROAD A DISTANCE OF 40.39 FEET ALONG A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT LIES SOUTH 30° 56' 07" WEST, A RADIUS OF 1,150.00 FEET AND HAVING A CENTRAL ANGLE OF 02° 00' 44";

THENCE SOUTHEASTERLY, A DISTANCE OF 9.84 FEET ALONG A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1,065.00 FEET AND A CENTRAL ANGLE OF 00° 31' 46" TO A POINT ON THE SOUTHEASTERLY SIDE OF TAYLOR AVENUE;

THENCE CONTINUING ALONG SAID SOUTHEASTERLY SIDE OF TAYLOR AVENUE SOUTH 37° 36' 25" EAST, A DISTANCE OF 112.96 FEET TO THE DIVISION LINE BETWEEN PROPERTY NOW OR FORMERLY GLORIA ROBERTO AND THE TOWN/VILLAGE OF HARRISON;

THENCE CONTINUING ALONG SAID DIVISION LINE, SOUTH 46° 33' 20" EAST, A DISTANCE OF 120.00 FEET;

THENCE NORTH 37° 36' 25" EAST, A DISTANCE OF 127.08 FEET TO A POINT ON THE SOUTHERLY SIDE OF OSBORN ROAD;

THENCE ALONG THE SOUTHERLY SIDE OF OSBORN ROAD, A DISTANCE OF 31.60 FEET ALONG A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT LIES SOUTH 39° 54' 11" WEST, A RADIUS OF 1065.00 FEET AND A CENTRAL ANGLE OF 01° 42' 00" TO A POINT ON THE DIVISION LINE BETWEEN THE TOWN/VILLAGE OF HARRISON AND THE CITY OF RYE;

Continued...

County: Westchester

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Title No. NCS-521938NY
Schedule "A" Continued

THENCE ALONG SAID DIVISION LINE, SOUTH 47° 37' 40" WEST, A DISTANCE OF 72.98 FEET;

THENCE SOUTH 55° 01' 50" WEST, A DISTANCE OF 147.53 FEET;

THENCE SOUTH 48° 16' 40" WEST, A DISTANCE OF 66.21 FEET;

THENCE SOUTH 40° 46' 30" WEST, A DISTANCE OF 48.86 FEET;

THENCE SOUTH 26° 04' 00" WEST, A DISTANCE OF 77.23 FEET;

THENCE SOUTH 36° 45' 40" WEST, A DISTANCE OF 45.22 FEET;

THENCE SOUTH 47° 18' 50" WEST, A DISTANCE OF 33.40 FEET;

THENCE SOUTH 42° 56' 10" EAST, A DISTANCE OF 9.69 FEET;

THENCE SOUTH 31° 30' 00" WEST, A DISTANCE OF 466.94 FEET TO A POINT ON THE NORTHEASTERLY SIDE OF GLEN OAKS ROAD;

THENCE OVER AND ACROSS GLEN OAKS ROAD, SOUTH 31° 30' 00" WEST, A DISTANCE OF 35.86 FEET;

THENCE SOUTH 19° 34' 30" WEST, A DISTANCE OF 27.93 FEET TO A POINT ON THE SOUTHWESTERLY SIDE OF GLEN OAKS ROAD;

THENCE SOUTH 19° 34' 30" WEST, A DISTANCE OF 174.88 FEET;

THENCE SOUTH 26° 00' 00" WEST, A DISTANCE OF 86.13 FEET;

THENCE SOUTH 46° 41' 30" WEST, A DISTANCE OF 69.32 FEET;

THENCE SOUTH 30° 50' 30" WEST, A DISTANCE OF 33.50 FEET;

THENCE SOUTH 26° 54' 30" WEST, A DISTANCE OF 69.10 FEET;

THENCE SOUTH 39° 04' 30" WEST, A DISTANCE OF 83.00 FEET;

THENCE SOUTH 37° 12' 30" WEST, A DISTANCE OF 237.00 FEET A POINT ON THE NORTHEASTERLY SIDE OF PARK AVENUE;

THENCE ALONG SAID NORTHEASTERLY SIDE OF PARK AVENUE, NORTH 42° 04' 18" WEST, A DISTANCE OF 97.67 FEET TO THE DIVISION LINE BETWEEN THE HEREIN DESCRIBED PROPERTY AND PROPERTY NOW OR FORMERLY MICHAEL & FILOMENA ROSSI, THE POINT AND PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

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SURVEY