

# SHAPIRO GETTINGER WALDINGER & MONTELEONE, LLP



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HEATHER R. GUSHUE △  
KAREN TOBIAS ○

▽ Also Admitted in California  
○ Also Admitted in Connecticut  
△ Also Admitted in Florida

**VIA EMAIL**  
**AND OVERNIGHT MAIL**

August 24, 2022

Loretta Taylor, Chairperson, and  
Members of the Planning Board  
Town of Cortlandt  
1 Heady Street  
Cortlandt Manor, NY 10567  
chrisk@townofcortlandt.com

Re: PB 2022-3 Application of James Connolly for Preliminary & Final Subdivision approval for a 2-lot minor subdivision of an approximately 1.49-acre parcel of property located at 49 Dutch Street and designated on the Town of Cortlandt Tax Maps as Section 54.12, Block 4, Lot 22 (the "Property").

Dear Chairperson Taylor and Members of the Planning Board:

We represent the applicant, James Connolly. This letter will serve as Mr. Connolly's supplemental response to questions raised by the Planning Board and Michael J. Cunningham, Esq., Deputy Town Attorney, during a public hearing held on May 3, 2022, as well as a response to issues raised in a letter, dated June 30, 2022, from Clifford L. Davis, Esq., the attorney for Mr. Connolly's neighbors.<sup>1</sup>

## **1. Ownership of Sycamore Court.**

As explained in our letter, dated June 20, 2022, Mr. Connolly began the process of obtaining a title search in 2004 to determine ownership of Sycamore Court. The initial results provided by River City Abstract, LLC ("River City"), a copy of which is enclosed as **Exhibit A**, provide that the "heirs at law of Edward J. McManus or the subsequent heirs at law of the original distributees" are the fee owners of Sycamore Court.

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<sup>1</sup> The neighbors are (a) Brian and Stacey Retalick, 5 Sycamore Court (Lot 24); (b) Gregory and Cynthia Martin (1 Sycamore Court (Lot 25)); (c) Richard and Theresa Motko, 2 Sycamore Court (Lot 23); and (d) Jason and Therese Sinks, 7 Sycamore Court.

Mr. Connolly has since obtained an updated title search from RG Title Agency LLC (“RG Title”). Pursuant to a letter dated August 10, 2022, RG Title confirms that Sycamore Court is owned by the “heirs at law of Edward J. McManus or the subsequent heirs at law of the original distributees.” Copies of the August 10, 2022 letter and the title search are annexed as **Exhibits B and C**, respectively.

River City, as confirmed by RG Title, provided that a conveyance of a “parent parcel” by deed dated September 9, 1925 and recorded September 11, 1925 was made to Edward J. McManus, a copy of which is annexed as **Exhibit D**. The parent parcel included land that would subsequently become Sycamore Court after various transfers and subdivisions of the land included within the parent parcel. According to River City, Mr. McManus died intestate leaving five surviving heirs at law. River City’s examination of the records of Westchester County Clerk’s Office reveals that there has not been any subsequent conveyance by the heirs or subsequent heirs for their fee interest in Sycamore Court. Thus, they remain the owners of Sycamore Court.

Mr. Connolly has been in contact with Eileen Curinga, his cousin and one of the subsequent heirs at law of Edward J. McManus, to obtain permission from the owners of Sycamore Court to connect the proposed water line from the proposed lot to the water main located on Sycamore Court. Ms. Curinga informed Mr. Connolly that she would provide permission for him to access the water main over Sycamore Court through an easement or any other document that the Town so requires. Ms. Curinga also informed Mr. Connolly that she is in contact with the remaining heirs or the subsequent heirs of the original distributees of Edward J. McManus and they have indicated their consent to permit Mr. Connolly to access the water main over Sycamore Court.

Thus, Mr. Connolly has no objection if the Planning Board deems it appropriate to grant approval of his application on condition that he obtain an easement or approval from the “heirs at law of Edward J. McManus or the subsequent heirs at law of the original distributees” to connect the water line from the proposed lot to the water main located on Sycamore Court.

## **2. Supplemental Response to Issues Raised by Mr. Davis Concerning the RMA.**

Mr. Davis ignores the purpose of the RMA when he argues that Mr. Connolly’s proposed lot cannot access Sycamore Court for ingress and egress. The RMA is a private agreement governing the **use and maintenance** of Sycamore Court. Pursuant to the RMA, Mr. Connolly and the neighbors agreed that they would not interfere with each other’s reasonable use of Sycamore Court. Additionally, the parties agreed that they would be responsible for the expense of maintaining Sycamore Court.

The RMA does not and cannot limit Mr. Connolly’s right to subdivide the Property, nor does it interfere with his Easement for non-exclusive rights to ingress and egress to Sycamore Court. To find otherwise would ignore the true intent of the parties. The parties entered into the RMA only after Sycamore Court was substantially improved by the predecessors-in-title of Lots 23, 24, and 33 after the subdivision and lot line adjustments that created these three lots – properties that are now owned by two of the neighbors opposing Mr. Connolly’s application (Richard and

Theresa Motko (Lot 23) and Brian and Stacey Retalick (Lot 24)). Indeed, it is perplexing how the owners of Lots 23 and 24 can be heard to object to Mr. Connolly's access when the creation of their own lots was dependent on it.

Pursuant to a Declaration of Easement dated February 26, 2010 and recorded on April 26, 2010, a copy of which is annexed as **Exhibit E**, the predecessors -in-title of Lots 23, 24, and 33 provided that Sycamore Court was improved for the "non-exclusive access, ingress and egress for the benefit of Lots 23, 24 and 33" and that the owners of these lots "*in conjunction with the others entitled to use*" Sycamore Court shall be responsible for the "repair, replacement, maintenance, and snow plowing" of Sycamore Court. *See* Ex. D (emphasis added). Thereafter, in furtherance with the requirements set forth in the Declaration of Easement that all of the others entitled to use Sycamore Court would be responsible for maintenance and repair of Sycamore Court, the RMA was entered into between the parties, including the then owners of Lots 23, 24, and 33.

Mr. Davis's reliance on several paragraphs contained in the Recitals Section of the RMA to support his argument that the RMA precludes Mr. Connolly's proposed lot from using Sycamore Court for ingress and egress while creative, is nonsensical. Relying on Paragraph 6 of the RMA, Mr. Davis erroneously claims that the RMA "[p]urposefully . . . [does] no[t] mention any potential subdivision" of the Property "when declaring the rights of the parties" and erroneously concludes that Mr. Connolly cannot subdivide his Property. Mr. Davis is wrong. Paragraph 6 includes a legal description of the Property, just as Paragraphs 1 through 5 include legal descriptions of the properties owned by the parties to the RMA. *Compare* ¶¶ 1-5 *with* ¶ 6 of the RMA. Nor does Paragraph 7 limit Mr. Connolly's use of the Property by merely reciting that Lots 23, 33, and 24 had been subdivided. Additionally, Paragraph 13 does not limit Mr. Connolly's Easement rights to only one lot. Paragraph 13, just like Paragraphs 8, 11, 12, and 14, recites that the parties have the right to use Sycamore Court.

Moreover, Mr. Davis's reliance on the provision of the RMA setting forth the shared expenses of maintenance and repair of Sycamore again demonstrates his misunderstanding of the purpose of the RMA – to share in the cost of the expenses rather than a limitation of the parties' property rights.

As explained in our June 20, 2022 letter, Mr. Connolly's rights to subdivide the Property and permit the grantee of the Property use of the Easement derives not from the RMA, but from his property rights pursuant to New York Law. The RMA does not prohibit the proposed lot from accessing Sycamore Court for ingress and egress. Mr. Connolly did not agree to relinquish his property rights when he entered into the RMA. Had that been contemplated by the parties, that would have been specifically provided for in the RMA. However, such language is not included in the RMA.

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The Planning Board must find that the RMA does not limit Mr. Connolly's right to subdivide the Property and permit the grantee of the subdivided lot to use the Easement.

Respectfully,



Heather R. Gushue

Enclosures

EXHIBIT A

RIVER CITY ABSTRACT, LLC.  
143 BOARDMAN ROAD, BLDG. 2  
POUGHKEEPSIE, NY 12603  
845-463-4797  
FAX: 845-463-4765

September 13, 2004

J.T. Connolly Associates Inc.  
47 Dutch Street  
Montrose, NY 10548  
ATT: Jim Connolly

RE: Examination of Lots: Section 54.12 Block 4 Lot 20, 21, 21.2, 21.3 and 23 and rights of premises to a certain private roadway known as Radzvila Road

Dear Jim,

With regard to the above referenced matter, we have completed additional searches of the subject premises pursuant to your request in order to assist with the possible dedication of Radzvila Road to the Town of Cortlandt.

The original parent parcel was acquired by Edward J. McManus pursuant to deed from Laura V. O'Neill dated 9/09/1925 and recorded 9/11/1925 in Liber 2602 cp 143. Edward J. McManus died intestate, 2/13/1953, leaving John T. McManus, Margaret M. Birdsall, Edward J. McManus, Jr., Robert P. McManus and Anne M. Dadzivila, his surviving heirs at law and next of kin and distributees.

The original title examination, which we had reviewed together, established a chain of title for Lot No. 21, 21.2 and 23 verified ownership and easement rights over a certain private roadway known as Radzvila Road. The search also disclosed that beyond easement language being contained within the original conveyance, that an actual easement grant was recorded by the heirs of Edward J. McManus in Liber 6162 cp 418.

While the original conveyances for the lots in question did not contain reservations for land in the bed of the road, it is our opinion that because these lots were not created by a filed subdivision map then there is no implied passage of fee interest to the various grantees as contained within the deed from the original owner.

Subsequent examination of the records in the Westchester County Clerk's Office show no subsequent conveyance by the heirs of Edward J. McManus or their subsequent heirs for the fee interest of Radzvila Road.

Based upon the review of the combined title examinations, this Company hereby submits the following conclusions:


1. Radzvila Road is a private roadway shown on the Town of Cortlandt tax maps which borders Tax Lots 54.12-4-20, 21-21.1, 21.2 and 23;
2. Radzvila Road is not designated as a tax parcel on the Town of Cortlandt's official tax map;
3. Radzvila Road is owned in fee by the heirs at law of Edward J. McManus or the subsequent heirs at law of the original distributees;
4. Radzvila Road is encumbered by access easements in favor of all the aforementioned tax lots with the exception of Lot 20;
5. Radzvila Road appears to be used as a right of way by Tax Lot 22 which might have created prescriptive easement rights;
6. Radzvila Road is subject to utility grant in Liber 4758 cp 219.

Therefore, as a result of our conclusions, in order for this Company to insure a formal dedication of Radzvila Road to the Town of Cortlandt, all fee owners as described in Conclusion #3 must join in a deed into the Town. If the heirs at law, as established in Liber 6162 cp 418, are not all alive then their heirs at law must also execute the deed to the town. In order to certify title in subsequent devisees or distributees, this Company must examine their estate files, or if there were no formal estate proceedings, then acceptable affidavits of heirship must be submitted and approved.

If you were to purchase the lots prior to a dedication of Radzvila Road, be advised this Company will insure easement rights over same within the fee policy we will issue.

Hoping this to be the information you require, if you have any questions, do not hesitate to call.

Sincerely,

  
JOSEPH C. DEBERARDINIS  
President  
River City Abstract, LLC

JCD/aec

**EXHIBIT B**



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# RG Title Agency LLC

1000 North Division Street, Suite 2F  
Peekskill, NY 10566  
914-739-2700\* Fax 914-739-2808  
info@rgtitleagency.com

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August 10, 2022

Jim Connolly  
jtca@me.com

RE: Title No. : A-11105  
Premises : Sycamore Court a/k/a Radzivila Road

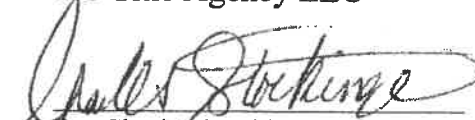
Dear Sir or Madam:

We have conducted a thorough search of the records of the Westchester County Clerk's Office to determine ownership of Sycamore Court formerly known as Radzivila Road in the Town of Cortlandt and we agree with River City Abstract and their findings in 2004. Sycamore Court formerly known as Radzivila Road is owned by the heirs of Edward J. McManus.

See Road Maintenance Agreement in Control No. 520173297. Copy herewith.

If you have any questions, or if we can be of any further assistance, please do not hesitate to contact the undersigned. Thank you.

Very truly yours,  
RG Title Agency LLC

  
By: Charles Stockinger

Enclosure

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*520173297DAG0030\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Dempsey & Langan	Phone:	(914) 737-0030
Address 1:	1200 Brown Street, Suite 202	Fax:	(914) 736-9999
Address 2:		Email:	sdapolito@dempseyandlangan.com
City/State/Zip:	Peekskill NY 10566	Reference for Submitter:	Santucci RMA

#### Document Details

Control Number:	<b>520173297</b>	Document Type:	<b>Deed Agreement (DAG)</b>
Package ID:	2012011700138001001	Document Page Count:	<b>5</b>
		Total Page Count:	<b>8</b>

#### Parties

<b>1st PARTY</b>		<input checked="" type="checkbox"/> <b>Additional Parties on Continuation page</b>			
		<b>2nd PARTY</b>			
1:	SABRINAS HOLDINGS LLC	- Other	1:	SABRINAS HOLDINGS LLC	- Other
2:	DAMIAN DEVELOPMENT LLC	- Other	2:	DAMIAN DEVELOPMENT LLC	- Other

#### Property

Street Address:	0 RADZIVILLA ROAD	<input checked="" type="checkbox"/> <b>Additional Properties on Continuation page</b>	
City/Town:	CORTLANDT	Tax Designation:	54.12-4-22
		Village:	

#### Cross-References

1:	2:	3:	4:	<input type="checkbox"/> <b>Additional Cross-Refs on Continuation page</b>
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#### Supporting Documents

1: TP-584

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$30.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$0.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$75.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$0.00
Transfer Tax:	\$0.00
Mansion Tax:	\$0.00
Transfer Tax Number:	37504

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 01/26/2012 at 12:47 PM  
 Control Number: **520173297**  
 Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

**Dempsey & Langan**  
**1200 Brown Street**  
**Suite 202**  
**Peekskill, NY 10566**  
**Attn: Thomas R. Langan, Esq.**

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

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**Westchester County Recording & Endorsement Page**

**Document Details**

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Package ID: 2012011700138001001

Document Page Count: 5

Total Page Count: 8

**1st PARTY Addendum**

**2nd PARTY Addendum**

SANUTCCI PROPERTIES LLC

Other

SANTUCCI PROPERTIES LLC

Other

MARTIN GREGORY

Individual

MARTIN GREGORY

Individual

MARTIN CYNTHIA

Individual

MARTIN CYNTHIA

Individual

CONNOLLY JAMES

Individual

CONNOLLY JAMES

Individual

GERMINARO JOSEPH J III

Individual

GERMINARO JOSEPH J III

Individual

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Document Page Count: 5

Total Page Count: 8

#### Properties Addendum

0 RADZIVILLA ROAD 10548	CORTLANDT	54.124 4 23
0 RADZIVILLA ROAD 10548	CORTLANDT	54.12 4 24
0 RADZIVILLA ROAD 10548	CORTLANDT	54.12 4 25
0 RADZIVILLA ROAD 10548	CORTLANDT	54.12 4 27
0 RADZIVILLA ROAD 10548	CORTLANDT	54.12 4 33

## ROAD MAINTENANCE AGREEMENT

This Agreement is made on ~~April~~ <sup>January</sup> 17, ~~2011~~ <sup>2012</sup> by and between:

**Sabrinus Holdings, LLC**, a New York Limited Liability Company, having its principal place of business at 2064 East Main Street, Cortlandt Manor, NY 10567 ("Sabrinus");

**Damian Development, LLC**, a New York Limited Liability Company, having its principal place of business at 2064 East Main Street, Cortlandt Manor, NY 10567 ("Damian");

**Santucci Properties, LLC**, a New York Limited Liability Company, having its principal place of business at 2064 East Main Street, Cortlandt Manor, NY 10567 ("Santucci");

**Gregory Martin and Cynthia Martin**, both residing at 59 Dutch Street, Montrose, New York 10548 (collectively, "Martin");

**Joseph J. Germinaro, III**, residing at 69 Dutch Street, Montrose, New York 10548 ("Germinaro"); and,

**James Connolly**, residing at 47 Dutch Street, Montrose, New York 10548 ("Connolly").

### RECITALS

1. Sabrinus is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 22, 2004 and recorded on March 4, 2005 in the Westchester County Clerk's Office under Control Number 443380868 and described therein as Section 54.12, Block 4, Lot 23 on the Tax Map of the Town of Cortlandt, New York ("Lot 23"); and,
2. Damian is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 22, 2004 and recorded on March 3, 2005 in the Westchester County Clerk's Office under Control Number 44337098 and described therein as Section 54.12, Block 4, Lot 33 on the Tax Map of the Town of Cortlandt, New York ("Lot 33"); and,
3. Santucci is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 22, 2004 and recorded on March 3, 2005 in the Westchester County Clerk's Office under Control Number 44337102 and described therein as Section 54.12, Block 4, Lot 24 on the Tax Map of the Town of Cortlandt, New York ("Lot 24"); and,
4. Martin is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated February 22, 1993 and recorded on March 22, 1993 in

- the Westchester County Clerk's Office in Liber 10538 of Conveyances at page 269 and described therein as Section 54.12, Block 4, Lot 25 on the Tax Map of the Town of Cortlandt, New York ("Lot 25"); and,
5. Germinaro is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 9, 1992 and recorded on November 20, 1992 in the Westchester County Clerk's Office in Liber 10454 of Conveyances at page 233 and described therein as Section 54.12, Block 4, Lot 27 on the Tax Map of the Town of Cortlandt, New York ("Lot 27"); and,
  6. Connolly is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated September 11, 2007 and recorded on November 28, 2007 in the Westchester County Clerk's Office under Control Number 473240707 and described therein as Section 54.12, Block 4, Lot 22 on the Tax Map of the Town of Cortlandt, New York ("Lot 22"); and,
  7. The lots owned by Sabrinias, Damian and Santucci have been re-subdivided and the lot lines adjusted as shown on a certain map entitled "Subdivision Plat and Lot Line Adjustment prepared for Santucci Construction, Inc. at Radzivila Road" which map was filed on April 7, 2010 in the Westchester County Clerk's Office as Map Number 28350 ("Map"). The Sabrinias lot is shown on the Map as "New Tax Lot 23"; the Damian lot is shown on the Map as "New Tax Lot 33"; and, the Santucci lot is shown on the Map as "New Tax Lot 24."
  8. New Tax Lot 24 and New Tax Lot 33 adjoin each other and New Tax Lot 23 and New Tax Lot 33 adjoin each other and each said Lot abuts Radzivila Road. a private right-of-way used in common with others.
  9. In connection with the subdivision and lot line adjustment, Sabrinias, Damian and Santucci were required to file a Declaration of Easement containing covenants binding their respective lots including, but not limited to covenant that the repair, replacement, maintenance, and snow plowing of Radzivila Road shall be accomplished by the owners of Lots 23, 24 and 33 subject to, and in conjunction with the others entitled to use the said Radzivila Road. Such Declaration was recorded on April 26, 2010 in the Westchester County Clerk's Office under Control number 500553515.
  10. In connection with the subdivision and lot line adjustment, Radzivila Road was improved by Santucci Construction, Inc. for New Tax Lots 23, 24 and 33 over it to and from Dutch Street.
  11. Martin's lot abuts Radzivila Road and Martin has non-exclusive ingress and egress over Radzivila Road to and from Dutch Street.


12. Germinaro has access to Dutch Street over Radzivila Road by virtue of an easement over the Martin lot pursuant to an easement agreement dated November 6, 1991 and recorded November 8, 1991 in the Westchester County Clerk's Office in Liber 10152 of Conveyances at page 285.
13. Connolly's lot abuts Radzivila Road and Connolly has non-exclusive ingress and egress of Radzivilla Road to and from Dutch Street.
14. The parties hereto, by this Agreement, wish to make provision for the unobstructed use of Radzivila Road for ingress and egress and for the maintenance of said Radzivila Road for their mutual benefit.


### AGREEMENT


*NOW THEREFORE*, in consideration of \$1.00, each in hand paid to the other, the receipt and sufficiency of which are acknowledged; and in consideration of the mutual covenants and easements herein contained, it is agreed as follows:

1. The parties hereto agree not to obstruct, impede, or interfere one with the others, in the reasonable use of Radzivila Road for the purpose of ingress and egress to and from their respective properties.
2. The parties hereto agree to maintain Radzivila Road in a safe, usable and passable condition including, but not limited to the protective coating and sealing, patching, repairing, and replacement of the blacktop surface installed on Radzivila Road. The parties hereto agree that the expense of such maintenance shall be borne as follows: Sabrinias, and its successors in title shall bear 21%; Damian, and its successors in title shall bear 21%; Santucci, and its successors in title shall bear 21%; Connolly, and their successors in title shall bear 17%; Martin, and their successors in title shall bear 16%; and, Germinaro and his successors in title shall bear 4%. Notwithstanding the foregoing, Santucci, Damian and Sabrinias shall be responsible for the cost of snow plowing until the sale of the last of New Tax Lots 23, 24 and 33. Thereafter, the cost of snow plowing shall be included as an item of maintenance.
3. Any damage to Radzivila Road due to the negligence of any person who sues or has used it pursuant to the authority of any party hereto shall be the sole responsibility of the party granting such authority.
4. The cost and expense of any repairs or maintenance which may be required as the result of an action undertaken solely for the benefit of one or more of the parties shall be borne solely by the party or parties thus benefitted.


5. The maintenance of, and repairs to, Radzivila Road shall be undertaken upon prior agreement of a majority of the parties weighted according to the respective percentages set forth in paragraph 2 of the Agreement.

**Sabrinus Holdings, LLC**  
 By:   
 Dominick Santucci  
 President


**Damian Development, LLC**  
 By:   
 Dominick Santucci  
 President

**Santucci Properties, LLC**  
 By:   
 Dominick Santucci  
 President

  
 Gregory Martin

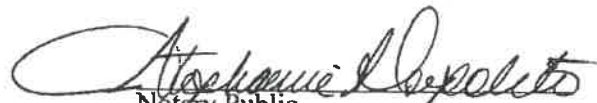
  
 Cynthia Martin

  
 James Connolly

  
 Joseph J. Germinaro, III

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

On the 13<sup>th</sup> day of April, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dominick Santucci** 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

**STEPHANIE DAPOLITO**  
 NOTARY PUBLIC-STATE OF NEW YORK  
 No. 01DA8059365  
 Qualified in Westchester County  
 My Commission Expires April 22, 2014

[Additional Acknowledgments Follow]



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

On the 11<sup>th</sup> day of ~~April~~ <sup>October</sup>, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **Gregory Martin and Cynthia Martin** 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.

STEPHANIE DAPOLITO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DA8059365  
Qualified in Westchester County  
My Commission Expires April 22, 2014  
*Stephanie Dapolito*  
Notary Public

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

On the 3<sup>rd</sup> day of ~~April~~ <sup>May</sup>, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **James Connolly** 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.

STEPHANIE DAPOLITO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DA5059365  
Qualified in Westchester County  
My Commission Expires April 22, 2014  
*Stephanie Dapolito*  
Notary Public

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

On the 17<sup>th</sup> day of ~~April~~ <sup>Jan</sup>, in the year ~~2011~~ <sup>2012</sup>, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph J. Germinaro, III** 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.

*Thomas R. Langan*  
Notary Public  
THOMAS R. LANGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01LA4517982  
Qualified in Westchester County  
My Commission Expires April 30, 2014

Section 54.12  
Block 4  
Lots 22, 23, 24, 25, 27 and 33  
Town: Cortlandt

**RECORD AND RETURN TO:**

Thomas R. Langan, Esq.  
Dempsey & Langan  
1200 Brown Street, Suite 202  
Peekskill, New York 10566  
(914) 737-0030

**EXHIBIT C**

**EXHIBIT C**

**RG Title Agency LLC**  
1000 North Division Street, Suite 2F  
Peekskill, NY 10566  
(914) 739-2700 Fax (914) 739-2808  
info@rgtitleagency.com  
www.rgtitleagency.com

Transaction: JAMES CONNOLLY

Premises: 49 DUTCH STREET, MONTROSE, NY 10548  
TOWN OF CORTLANDT, COUNTY OF WESTCHESTER

---

**Title No. A-11106**

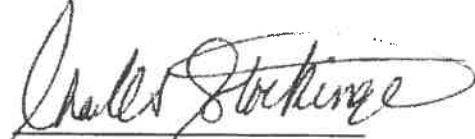
The premises described in Schedule A may be conveyed or mortgaged by:

**JAMES CONNOLLY** by deed from Mary Sullivan dated September 11, 2007 and recorded on November 28, 2007 as Control No. 473240707.

**Schedule B** sets forth objections, defects, liens, encumbrances and other matters that may affect marketability.

1. Taxes, tax liens, tax sales, water charges, sewer rents and assessments as set forth herein.
2. Mortgages returned and set forth herein (ONE). Detailed statement herein.
3. Any state of facts an accurate survey might reveal.
4. Rights of tenants and persons in possession.
5. Right of way in Liber 6162 cp 418.
6. Declaration of Common Driveway, Access and Maintenance Agreement in Liber 11575 cp 66.
7. Road Maintenance Agreement in Control No. 520173297.
8. Notes and easements as shown on Filed Map No. 25823.
9. No Schedule A description herewith. Search covers premises described in Control No. 473240707.
10. Parcel II in Control No. 473240707 describes the private road known as "McManus Road" shown on Filed Map No. 25823.
11. We have run the name(s) James Connolly for judgments and federal tax liens within the past ten years and find nothing of record.
12. It is understood that the coverage hereto is not equal to or comparable to title insurance.
13. Proof required that the certified owners have not been known by any other married or maiden name or names during the past ten years, otherwise, such other name or names must be disclosed and the searches amended to cover same.

Dated: July 1, 2022

  
Charles Stockinger

## **Mortgage Schedule**

### **Mortgage**

Mortgagor: **JAMES CONNOLLY**

Mortgagee: **MARY SULLIVAN**

dated: September 11, 2007

recorded: November 28, 2007

Control No. 473240710

amount: \$206,000.00

tax paid: \$2,133.00

**Title No. A-11106  
Tax Schedule**

Assessed Owner: **JAMES CONNOLLY**

Size: 1.49 ACRES

Tax Designation: 54.12-4-22

Land Use Code: 210

SWIS Code: 552289

School District: HENDRICK HUDSON

Assessed Value:

land: \$825  
full: \$7,375

Location: 49 DUTCH STREET  
TOWN OF CORTLANDT, COUNTY OF  
WESTCHESTER

---

2022 TOWN TAX	\$3,988.63	PAID	DUE 4/1
---------------	------------	------	---------

2021/22 SCHOOL TAX	\$4,230.86 ½	PAID	DUE 9/1
	\$4,230.85 ½	PAID	DUE 1/1

WATER ACCOUNT NO. 10645-0 (COVERS 3/31/22-7/28/22)			
	\$182.10	OPEN	DUE 9/7/22*

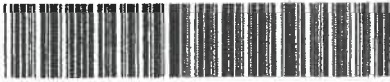
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\* The policy does not insure against water meter and sewer rental charges accruing since the date of the last reading, nor charges which may have accrued prior thereto which charges are entered subsequent to the date of the closing.

CITY	PHONE	TAX TYPE	TAX PERIOD	LIEN DATE	TAXES DUE
Mt. Vernon	665-2312	City	1/1-12/31	1/1	1/1 & 7/1
		School	7/1-6/30	7/1	7/1 & 1/1
		County	1/1-12/31	4/1	4/1
New Rochelle	654-2059	City	1/1-12/31	1/1	1/1
		School	7/1-6/30	10/1	10/1 & 4/1
		County	1/1-12/31	6/1	6/1
Peekskill	734-4109	City	1/1-12/31	1/1	4/1 & 10/1
		School	7/1-6/30	7/1	7/1 & 2/1
Rye	967-7303	City	1/1-12/31	2/1	2/1
		School	7/1-6/30	8/1	8/1 & 11/1
		County	1/1-12/31	5/1	5/1
White Plains	422-1248	City	7/1-6/30	7/1	7/1 & 1/1
		School	7/1-6/30	7/1	7/1 & 1/1
		County	1/1-12/31	4/1	4/1
Yonkers	377-6141	City/School	7/1-6/30	***	8/1,10/1, & 1/1
		State/County	1/1-12/31	4/1	4/1

TOWN	PHONE	TAX TYPE	TAX PERIOD	LIEN DATE	TAXES DUE
Bedford	666-4475	Town/County	1/1-12/31	4/1	4/1
Cortlandt	734-1030	Town	1/1-12/31	4/1	4/1
Eastchester	771-3346	Town	1/1-12/31	4/1	4/1
Greenburgh	993-1512	Town	1/1-12/31	4/1	4/1
Harrison	835-2000	County	1/1-12/31	4/1	4/1
		Town/Village	1/1-12/31	2/1 & 6/1	2/1 & 6/1
Lewisboro	763-3100	Town	1/1-12/31	4/1	4/1
Mamaroneck	381-7860	Town/County	1/1-12/31	4/1	4/1
Mount Kisco	241-0500	Town/County	1/1-12/31	4/1	4/1
Mount Pleasant	742-2348	Town	1/1-12/31	4/1	4/1
New Castle	238-4771	Town	1/1-12/31	4/1	4/1
North Castle	273-6620	Town	1/1-12/31	4/1	4/1
North Salem	669-5177	Town	1/1-12/31	4/1	4/1
Ossining	762-8790	Town	1/1-12/31	4/1	4/1
Pelham	738-1642	Town	1/1-12/31	4/1	4/1
Pound Ridge	764-5511	Town	1/1-12/31	4/1	4/1
Rye	939-3558	Town/County	1/1-12/31	4/1	4/1
Scarsdale	722-1170	Town	1/1-12/31	4/1	4/1
Somers	277-3610	Town	1/1-12/31	4/1	4/1
Yorktown	962-5722	Town	1/1-12/31	4/1	4/1

VILLAGE	PHONE	TAX TYPE	TAX PERIOD	LIEN DATE	TAXES DUE
Ardley	693-1550	Village	6/1-5/31	6/1	6/1 & 12/1
Briarcliff Manor	941-4800	Village	6/1-5/31	6/1	6/1 & 12/1
Bronxville	337-6500	Village	6/1-5/31	6/1	6/1 & 12/1
Buchanan	737-1033	Village	6/1-5/31	6/1	6/1
Croton	271-4781	Village	6/1-5/31	6/1	6/1
Dobbs Ferry	693-2203	Village	6/1-5/31	6/1	6/1
Elmsford	592-6555	Village	6/1-5/31	6/1	6/1
Hastings	478-3400	Village	6/1-5/31	6/1	6/1 & 12/1
Irvington	591-7070	Village	6/1-5/31	6/1	6/1 & 12/1
Larchmont	834-6499	Village	6/1-5/31	6/1	6/1
Mammaroneck	777-7722	Village	6/1-5/31	6/1	6/1 & 12/1
Mount Kisco	241-0500	Village	6/1-5/31	6/1	6/1 & 12/1
Ossining	941-2581	Village	1/1-12/31	1/1	1/1 & 7/1
Pelham	738-1642	Village	6/1-5/31	6/1	6/1
Pelham Manor	738-1642	Village	6/1-5/31	6/1	6/1
Pleasantville	769-1997	Village	6/1-5/31	6/1	6/1 & 12/1
Portchester	939-3558	Village	6/1-5/31	6/1	6/1 & 12/1
Rye Brook	939-3558	Village	6/1-5/31	6/1	6/1(1 <sup>st</sup> 2/3) & 2/1(last 1/3)
Scarsdale	722-1170	Village	6/1-5/31	7/1	7/1
Sleepy Hollow	631-1440	Village	6/1-5/31	6/1	6/1 & 12/1
Tarrytown	631-7873	Village	6/1-5/31	6/1	6/1 & 12/1
Tuckahoe	961-3100	Village	6/1-5/31	6/1	6/1 & 12/1
<b>**SCHOOL TAXES FOR ALL TOWNS ARE:</b>			<b>7/1-6/30</b>	<b>9/1</b>	<b>9/1 &amp; 1/1</b>



\*473240707DED1\*

Control Number  
**473240707**

Instrument Type  
**DED**



**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE  
(THIS PAGE FORMS PART OF THE INSTRUMENT)  
\*\*\* DO NOT REMOVE \*\*\***

**THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:**

**TYPE OF INSTRUMENT: DED - DEED**

**FEE PAGES: 5            TOTAL PAGES: 5**

**RECORDING FEES**

STATUTORY CHARGE	\$6.00
RECORDING CHARGE	\$15.00
RECORD MGT. FUND	\$19.00
RP 5217	\$75.00
TP-584	\$5.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
<b>TOTAL FEES PAID</b>	<b>\$120.00</b>

**MORTGAGE TAXES**

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS TAX	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
<b>TOTAL PAID</b>	<b>\$0.00</b>

**TRANSFER TAXES**

CONSIDERATION	\$319,125.00
TAX PAID	\$1,278.00
TRANSFER TAX #	4772

**SERIAL NUMBER:**

**DWELLING:**

**RECORDING DATE: 11/28/2007**

**TIME: 13:31:00**

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

**WITNESS MY HAND AND OFFICIAL SEAL**

**TIMOTHY C. DONI  
WESTCHESTER COUNTY CLERK**

**Record & Return to:  
ALAN J HARRIS ESQ  
427 MANVILLE RD**

**PLEASANTVILLE, NY 10570**



THIS INDENTURE, made the 11 day of Sept., in the year 2007  
BETWEEN MARY SULLIVAN residing at 11 N062 Johnstown Road, P-4  
Elgin, Illinois ~~60120~~ 60124 ~~IL~~

party of the first part, and JAMES CONNOLLY, residing at 47 Dutch Street,  
Montrose, New York 10548

party of the second part,  
WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the SCHEDULE "A" attached \*

Parcel I - Title acquired by Deed dated 1/31/2006, recorded 6/22/2006 in Control #461630747, made by Julia McManus

Parcel II - Mary Sullivan, As Sole Heir of Julia McManus and Sole Devisee under the Last Will and Testament of Julia McManus

Tax Map Designation

Dist.

Sec.

Blk.

Lot(s)

1. Julia C. McManus acquired title from Jane Bedell McManus by deed dated 5/18/1995, recorded 7/3/1995 in Liber 11181 Page 231.

2. Julia C. McManus acquired title from Julia C. McManus by deed dated 4/10/1995 and recorded 7/3/1995 in Liber 11181 Page 235.

Julia C. McManus acquired title from Richard Devir by a deed dated 4/21/1995, recorded 7/3/1995 in Liber 11181 Page 245.

4. Julia McManus acquired title from Nan Downer by a deed dated 5/30/1995, recorded 7/3/1995 in Liber 11181 Page 251.

5. Julia C. McManus acquired title from Robert Radzivila by a deed dated 6/1/1995, recorded 7/3/1995 in Liber 11181 Page 257.

6. Julia C. McManus acquired title from Robert P. McManus by a deed dated 4/10/1995, recorded 7/3/1995 in Liber 11181 Page 263.

\* "together with an easement for ingress and egress recorded at Liber 6162, page 418"

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; 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, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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 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.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

*Mary Sullivan*  
MARY SULLIVAN


*Con*

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of Putnam ) ss.:

On the 11 day of September in the year 2007  
before me, the undersigned, personally appeared  
**MARY SULLIVAN**

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  
**WILLIAM A. ZUTT**  
Notary Public, State of New York  
Qualified in Putnam County  
No. 022U4400575  
My Term Expires 12-31-2009

ACKNOWLEDGMENT FORM FOR USE WITHIN NEW YORK STATE ONLY:  
(New York Subscribing Witness Acknowledgment Certificate)  
State of New York, County of ) ss.:

On the day of in the year  
before me, the undersigned, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in

(If the place of residence is in a city, include the street and street number, if any, thereof; that he/she/they know(s))

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said

execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

**BARGAIN & SALE DEED**  
WITH COVENANTS AGAINST GRANTOR'S ACTS

TITLE NO. NY1111690

**MARY SULLIVAN**  
TO  
**JAMES CONNOLLY**

USE ACKNOWLEDGMENT FORM BELOW WITHIN NEW YORK STATE ONLY:

State of New York, County of ) ss.:

On the day of in the year  
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(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.

ACKNOWLEDGMENT FORM FOR USE OUTSIDE NEW YORK STATE ONLY:  
(Out of State or Foreign General Acknowledgment Certificate)

(Complete Venue with State, Country, Province or Municipality) ) ss.:

On the day of in the year  
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(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), 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, and that such individual made such appearance before the undersigned in the

(Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

**TOWN OF CORTLANDT**

DISTRICT  
SECTION 54.12  
BLOCK 4  
LOT 22 & McManus Road  
COUNTY OR TOWN Westchester

49 Dutch Street, Montrose 10548

RECORDED AT REQUEST OF  
Fidelity National Title Insurance Company of New York  
RETURN BY MAIL TO

RECORD AT THE REQUEST OF  
New York Title Research  
550 Mamaroneck Ave  
Suite 401  
Harrison NY 10528  
Title No. NYT11169 + B

ALAN J. HARRIS, ESQ.  
427 Manville Road  
Pleasantville, NY 10570

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE "A"

PARCEL I

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Cortlandt, County of Westchester and State of New York, that is known and designated as Lot 1 on that certain "Subdivision Plot prepared for James T. Connolly, Tina Connolly and Julia C. McManus", which was filed in the Westchester County Clerk's Office on October 29, 1996 as Map No. 25823 and is thereon bounded and described as follows:

BEGINNING at the point marked by a monument that is the southwesterly end of the northwesterly terminus of the "Private Road known as McManus Road", said point being on the southeasterly line of said lot where it is met by a line dividing said McManus Road, on the northeast from lands formerly of Gustafson and now or formerly of Nelson on the southwest, all as shown on said Filed Map No. 25823;

THENCE from the said point of beginning along the said Nelson lands, South 59 degrees 27 minutes 30 seconds West 120.00 feet to a point on the northeasterly line of the 50' Wide Private Road known as Radzvilla Road and a monument;

THENCE northwesterly along the said northeasterly line of Radzvilla Road, North 30 degrees 32 minutes 30 seconds West 286.03 feet to a point at the line of lands formerly of Devir and a monument;

THENCE along the said Devir lands, North 59 degrees 27 minutes 30 seconds East 249.90 feet to a point at the line of lands shown on that certain subdivision map entitled, "Dutchess Manor Estates" which was filed in the Westchester County Clerk's Office on January 15, 1987 as Map No. 22598;

THENCE along the line of the lands shown on said Filed Map No. 22598, South 39 degrees 51 minutes 30 seconds East 185.73 feet to a point at the line dividing said Lot 1 now being described, on the northwest, from Lot NO. 2 on said Filed Map No. 25823 on the southeast;

THENCE along the last mentioned division line, South 53 degrees 51 minutes 20 seconds West 130.59 feet and South 30 degrees 32 minutes 30 seconds East 90.00 feet to a point on the line that is the northwesterly terminus of the aforementioned McManus Road;

THENCE southwesterly along the said northwesterly terminus of McManus Road, South 59 degrees 27 minutes 30 seconds West 30.00 feet to the point or place of beginning containing 64,798 square feet, more or less. The foregoing description is intended to describe Lot 1 on said Filed Map No. 25823.

TOGETHER with the right of ingress and egress over Radzvilla Road which Grant was recorded in Liber 6162 page 418.

PARCEL II

ALL that certain plot, piece of parcel of land situate, lying and being in the Hamlet of Montrose, Town of Cortlandt, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Dutch Street which said point is South 63 degrees 38 minutes 30 seconds West 199.24 feet from the southwesterly corner of lands now or formerly of Clinton Ferris on said northerly side of Dutch Street;

THENCE from said point and place of beginning, North 30 degrees 32 minutes 30 seconds West 227.38 feet to a point;

THENCE North 58 degrees 21 minutes 20 seconds East and along the northerly boundary of lands of Julia McManus, and now and formerly of Long (formerly Klefer), which said lands are respectively described in certain deeds recorded in Westchester County Clerk's Deed Liber 10004 at page 228 and in Deed Liber 10,600 at page 279, a distance of 158.56 feet to lands formerly of Clinton Ferris;

THENCE RUNNING along lands formerly of Clinton Ferris, North 39 degrees 50 minutes 30 seconds West 50.25 feet to a point;

THENCE South 58 degrees 21 minutes 20 seconds West 150.37 feet to the easterly boundary of McManus Road;

THENCE RUNNING North 30 degrees 32 minutes 30 seconds West along the easterly side of said McManus Road, a distance of 146.24 feet to a point formed by the northerly boundary line of lands now or formerly of Nelson (formerly Gustafson) extended so as to intersect the easterly boundary of McManus Road;

THENCE South 59 degrees 27 minutes 30 seconds West 50 feet to the northeasterly corner of lands now or formerly of Nelson (formerly Gustafson);

THENCE along the westerly line of McManus Road, South 50 degrees 32 minutes 30 seconds East 421.68 feet to the northerly line of Dutch Street;

THENCE along the northerly line of Dutch Street, North 54 degrees 32 minutes 40 seconds East 10.83 feet and North 63 degrees 38 minutes 30 seconds East 39.30 feet to the point and place of BEGINNING.

**WESTCHESTER COUNTY CLERK RECORDING SHEET**  
 110 Dr. Martin Luther King, Jr. Boulevard White Plains, NY 10601

..... THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH DOCUMENT .....

This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this document.  
 To the best of the submitter's knowledge the information contained on this Recording Sheet is consistent with the information contained in the attached document.

**SUBMITTER INFORMATION:** Title Number: NYT 11169-B

Company: New York Title

Address: 550 Mainarouck Avenue - Suite #01

City Harrison State: NY Zip: 10528 Telephone: 914-835-7100

Document type: <b>DEED</b>	# of pages: <b>3</b>	Mortgage Amount On page ___ of document	Dwelling Type: For Mortgage Onl On page ___ of document
1st party name(s) (i.e. grantor/mortgagor) On page <u>1</u> of document <u>MARY SULLIVAN</u>	Business Entity <input type="checkbox"/>	\$ _____ OR Consideration/Conveyance Amt: <u>\$ 319,125.00</u>	<input type="checkbox"/> 1 to 2 family <input type="checkbox"/> 1 to 6 family <input type="checkbox"/> Not 1 to 6 family
2nd party name(s) (i.e. grantee/mortgagee) On page <u>1</u> of document <u>JAMES CONNOLLY</u>	Business Entity <input type="checkbox"/>	Check if submitted: <input checked="" type="checkbox"/> RP-5217 - <input checked="" type="checkbox"/> \$75 ( <input type="checkbox"/> \$165) <input checked="" type="checkbox"/> TP-584 - Type of property conveyed (1 through 8) <u>1</u> <input type="checkbox"/> TP-584.1 ( <input type="checkbox"/> IT-2663)	TAXES PAID: Amount Reference # Or Check #
Tax designation (Section, Block & Lot) On page <u>2</u> of document <u>SEC. 54.12, Bk 4, Lot 229</u> <u>McMANUS RD;</u>	City(ies) or town(s) for Property Description On page <u>2</u> of document <u>CORTLANDT</u>	MORTGAGE TAX AFFIDAVITS SUBMITTED: <input type="checkbox"/> 252 <input type="checkbox"/> 255 <input type="checkbox"/> 280 Other: _____ <input type="checkbox"/> 253 <input type="checkbox"/> 260 <input type="checkbox"/> 339-ec _____	RECORDING FEES PAID: Amount Reference # or Check # <u>\$ _____ 3673</u>
Property Description -- If required; check the one contained within the document. On page <u>3</u> of document <input checked="" type="checkbox"/> Metes & bounds <input type="checkbox"/> Lot number on map filed in the Office of the County Clerk <input type="checkbox"/> Refer to deed recorded in the Office of the County Clerk	Record and Return To: <u>ALAN J. HARRIS, ESQ.</u> <u>427 MANVILLE RD.</u> <u>PLEASANTVILLE, NY 10570</u>	Cross Reference(s): On page ___ of document	

LIBER 6162 PAGE 418

# This Indenture,

Made the 21<sup>st</sup> day of November nineteen hundred and sixty-one

Between JOHN T. McMANUS, residing on Dutch Street (no number), Montrose, County of Westchester, N.Y.; ELIZABETH M. DEVIR, residing on Third Street, Verplanck, County of Westchester, N.Y.; MARGARET M. BIRDSALL, residing at 316 Washington Street, Peekskill, N.Y.; EDWARD J. McMANUS, JR., residing at Dutch Street (no number), Montrose, County of Westchester, N.Y.; ROBERT P. McMANUS, residing on Kings Ferry Road (no street number), Montrose, County of Westchester, N.Y.; and ANNE G. RADZIVILA, residing on Dutch Street (no number), Montrose, Westchester County, N.Y.;

and ALEX RADZIVILA,  
and ANNE G. RADZIVILA, residing on Dutch Street (no street number), Montrose, County of Westchester, N.Y.; RICHARD PATRICK DEVIR, residing on Third Street, Verplanck, County of Westchester, N.Y.; and EDWARD J. McMANUS, JR. and JULIA McMANUS, his wife, both residing on Dutch Street (no number), Montrose, County of Westchester, N.Y.; and MARGARET M. BIRDSALL, residing on Dutch Street (no number) Montrose, County of Westchester, N. Y.

part 128 of the first part,

part 129 of the second part,

Witnesseth, that the parties of the first part, in consideration of One (\$1.00)

Dollars,

lawful money of the United States,

paid by the parties of the second part

do hereby grant and release unto the parties of the second part, their heirs

and assigns forever,

All that certain easement or right of way to use for purposes of ingress, egress and regress by foot or by vehicle in common with others to and from Dutch Street in the Town of Cortlandt, County of Westchester, State of New York, and which said easement or right of way is particularly bounded and described as follows:

ALL that certain right of way situate, lying and being in the Town of Cortlandt, County of Westchester, State of New York, beginning at a point on the northerly side of Dutch Street, which said point is located at the southeasterly corner of the lands of Radzivilla thence from said point of beginning north 30° 32' 30" west along the easterly line of the lands of Radzivilla to a point on the southerly boundary of the lands of Devir which said point is also located at the northeasterly corner of the lands of Alex and Anne Radzivilla; thence from said point and along the southerly boundary of the lands of Richard Devir a distance of 50 feet more or less; thence from said point and in a southerly direction and along a line parallel to the easterly boundary of the lands of Alex and Anne Radzivilla and along the westerly boundary of the lands of Richard Devir and Edward J. McManus, Jr. and Julia McManus, his wife, and the lands now or formerly of Gustafson to a point on the northerly side of Dutch Street; thence from said point and running along the northerly side of Dutch Street north 54° 32' 40" east a distance of 50 feet more or less back to the point or place of beginning;

BEING a right of way over a portion and part of the premises conveyed by Laura V. O'Neill to Edward J. McManus by deed dated September 9, 1925, and recorded in the office of the Register of the County of Westchester in Liber 2602 at Page 143 of Deeds on September 11, 1925.

USIR STAMPS  
NOV 28 1961  
ATTACHED

No actual money was paid, passed or delivered for the execution of this instrument other than the nominal \$1.00 consideration stated.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.

~~And the said~~  
~~covenant that he do not done or suffered anything whereby the said premises have been~~  
~~incumbered in any way whatever.~~

The grantor, in compliance with Section 13 of the Lien Law, covenants that the grantor 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 the grantor 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

In presence of:

Edward J. McManus L.S.  
Margaret M. Birdsell L.S.  
Robert P. Thomson L.S.  
Elizabeth M. Besier L.S.  
John D. McManus L.S.  
Anna Rodriguez L.S.

State of NEW YORK  
County of WESTCHESTER

} ss:

On the 27<sup>th</sup> day of November nineteen hundred and sixty-one before me came JOHN T. McMANUS, ELIZABETH M. DEVIR, MARGARET M. BIRDSALL, EDWARD J. McMANUS, JR., ROBERT P. McMANUS and ANNE RADZIVILA to me known and known to me to be the individuals described in, and who executed, the foregoing instrument, and acknowledged to me that they executed the same.

*Mario John Albano*  
- MARIO JOHN ALBANO  
NOTARY PUBLIC, State of New York  
No. 60002093  
Qual. in Westchester County  
Term Expires March 30, 1962 3

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 NOV. 28, 1961 at 9 AM of request of ALBANO & ROSKIN

FEE: \$ 5.60 No. 44576 EDWARD L. WARREN, County Clerk.

44576  
NOV 28 1961 9 AM  
DEED

Dated, Nov. 27, 1961  
The land affected by the within instrument lies in Town of Cortlandt, Westchester County, N.Y.  
RECORD AND RETURN TO  
Albano & Roskin  
201 55th St  
Rte. No. 11, N.Y.

5.60 B - CP 00067 1128 61

Reserve this space for use of Recording Office.

WESTCHESTER COUNTY CLERK'S OFFICE	44576
RECORDING OF DEED	
Stary Chg	
Rec'd Chg	
Index Chg	
Cross Ref're	
Cont. Receipt	
Charge	
Total	5.60
Examined	
Returned	



\*P00496304\*



\*DLR2\*

6



\*\*\* 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 DLR-DECLARATION FEE PAGE 14 TOTAL PAGES 14  
(SEE CODES FOR DEFINITIONS)

STAT'Y CHARGE	<u>5.25</u>
REC'ING CHARGE	<u>42.00</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. ANT	_____
EXEMPT	YES _____ NO _____
REC'D TAX ON ABOVE MTGS:	
YONKERS	\$ _____
BASIC	\$ _____
ADDITIONAL	\$ _____
SUBTOTAL	\$ _____
MTA	\$ _____
SPECIAL	\$ _____
TOTAL PAID	\$ _____

LIBER: <u>11575</u>
PAGE : <u>66</u>

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

TOTAL PAID
52.00

\$ 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 SSG4 RECORDING DATE 10/30/96

TERMINAL CTRL# 96304P004 TIME 16:38

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

WITNESS MY HAND AND OFFICIAL SEAL

*Leonard N. Spano*

LEONARD N. SPANO  
WESTCHESTER COUNTY CLERK

*h*



P4

14P  
76

DECLARATION

**COMMON DRIVEWAY, ACCESS AND UTILITY EASEMENT  
AND MAINTENANCE AGREEMENT**

THIS DECLARATION, made as of the 25<sup>th</sup> day of September, 1996, by  
JULIA McMANUS, residing at 49 Dutch Street, Montrose, New York 10548, hereinafter  
sometimes referred to as "DECLARANT".

**WITNESSETH:**

WHEREAS, DECLARANT is the owner of two (2) lots, hereinafter referred to  
as "the Lots" or "LOTS" located in the Town of Cortlandt, Westchester County, New York,  
which Lots are designated as 54.12 - 04, Lots 21 and 22 on the official tax map of the Town  
of Cortlandt, County of Westchester, State of New York; and

WHEREAS, DECLARANT has received approval on August 6, 1996, from the  
Planning Board of the Town of Cortlandt to subdivide said property into Lots 1 and 2 as shown  
on the Subdivision Plat prepared for James T. Connolly, Tina Connolly and Julia<sup>c.</sup> McManus,  
situate in the Town of Cortlandt, Westchester County, dated August 28, 1995, and last revised  
on May 24, 1996, prepared by Badey & Watson Surveying & Engineering, P. C., which said  
map DECLARANT shall file upon return from the Town of Cortlandt fully executed; and

WHEREAS, DECLARANT presently utilizes a private right-of-way owned by  
her and commonly known as McManus Road to gain pedestrian and vehicular ingress and egress  
to said Lots to and from the nearest public highway, which McManus Road is shown on the  
aforesaid Map and is the subject of easement reservation in Liber 5283 cp 116 and Liber 6008  
cp 353; and

25  
82  
88

WHEREAS, DECLARANT is desirous of establishing, and providing for the maintenance of General Utility Easements, Access Easement, and Right-of-Way serving both Lots 1 and 2 as more fully set forth in Schedules "C" and "D" annexed hereto and made a part hereof.

NOW, THEREFORE, DECLARANT hereby declares that the aforesaid Lots shall be utilized, held, sold and conveyed subject to the covenants, rights and obligations hereinbelow designated. The covenants, rights and obligations herein contained shall run with the land and shall be binding on all parties, hereinafter referred to as "Owners", having or acquiring any right, title or interest in the Lots as hereinafter described on Schedules "A" and "B" annexed hereto, or any part thereof, and shall inure to the benefit of each Owner thereof.

1. Annually, the Owners shall meet by no later than March 31st and establish a plan and budget for the annual maintenance of said Easements as a common driveway. All decisions shall be by unanimous vote. Each Lot shall have only one vote notwithstanding there may be two or more owners of any one lot;

2. The Owners shall pay for the cost of maintenance; upkeep; liability insurance, if necessary; leaf, snow and ice removal; and repair and/or replacement of the common driveway and utility easements (hereinafter collectively called "Common Charges") in the following proportions:

(a) The Owner(s) of Lot 1 shall pay two-ninths (2/9) of the Common Charges; and

(b) The Owner(s) of Lot 2 shall pay seven-ninths (7/9) of the Common Charges;

3. The Owners must keep passage for vehicles and equipment, including, but

not limited to, utility, fire, police and emergency vehicles and equipment, free and clear over and through the easements and right-of-way at all times.

4. Owners and their successors and/or assigns shall be permanently liable for payment of their respective portions of the Common Charges. If an Owner shall be in arrears for more than thirty (30) days with respect to his or her portion of the Common Charges, a written demand for payment shall be mailed to said Owner by any other owner by certified mail, return receipt requested, setting forth the amount due and owing. If said Owner does not satisfy the claim in full within thirty (30) days from the date of such demand, then a lien shall attach against the property of the Owner who is in default. The lien may be enforced against the Owner in default by foreclosing the lien on his property. It is expressly understood and agreed that the Owner who is in default and who causes a lien to be filed on his property for the nonpayment of Common Charges shall pay all expenses incurred with respect to the enforcement of said lien, including reasonable attorneys' fees and the cost and disbursements of any judicial proceeding and interest at the judgment rate prevailing at the time the default occurred;

5. This Declaration shall be recorded and all deeds to Owners and future owners of the Lots shall recite that title to their Lot is subject to this Declaration;

6. The provisions of this Declaration shall also apply to and bind the heirs, distributees, legal representatives, successors and/or assigns of the DECLARANT.

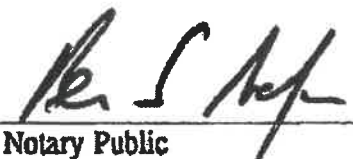
IN WITNESS WHEREOF, DECLARANT has hereto caused this Declaration to be duly executed on the date first written above.

*Julia McManus*

JULIA McMANUS

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

On the 25<sup>th</sup> day of September, 1996, before me personally came JULIA McMANUS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.



Notary Public  
**BERNIS S. NELSON**  
Notary Public, State of New York  
No. 60-4773853  
Qualified in Westchester County  
Commission Expires August 31, 1998

Approved as  
to for  
John J. Keel  
Deputy Town Atty  
9/30/96

**SCHEDULE A**

*TOWN OF CORTLAND*

**BEGINNING** at a point on the line dividing the lands so conveyed to McManus on the southwest from lands formerly of Ferris and now shown on that certain subdivision map entitled "Dutchess Manor Estates...", which was filed in the Westchester County Clerk's office on January 15, 1987 as Map No. 22,598 on the northeast, which point is distant

**N 39°51'30" W 298.76 feet**

as measured along the southwesterly line of the said lands shown on Filed Map No. 22,598 from the northwesterly line of Dutch Street.

Thence from said point of beginning through the lands so conveyed to McManus and along the northwesterly line of the Right-of-way and easement described in Schedule D hereto

**S 58°21'20" W 150.37 feet**

to a point on the northwesterly line of that part of the right-of-way described in Schedule D that is commonly referred to as McManus Road. Thence along the northwesterly line of McManus Road and the northwesterly terminus thereof.

**N 30°32'30" W 146.22 feet and  
S 59°27'30" W 20.00 feet**

to a point, which point is the southeasterly end of the northeasterly terminus of the easement described in Schedule C hereto. Thence along the northeasterly terminus of the said easement described in Schedule C and continuing through the lands so conveyed to McManus

**N 30°32'30" W 90.00 feet and  
N 53°51'20" E 130.59 feet**

to another point on the southwesterly line of the lands shown on the aforementioned Filed Map No. 22,598. Thence along the said lands shown on Filed Map No. 22,598

S 39°51'30" E 249.37 feet

to the point or place of beginning, containing 33,472 square feet more or less.

SCHEDULE B

*TOWN OF CORTLANDT*

ALL that certain parcel of land situate in the Town of Cortlandt, County of Westchester and State of New York that is a portion of those lands that were heretofore conveyed by Edward J. McManus, Jr. to Edward J. McManus, Jr. and Julia McManus by that certain deed dated March 11, 1991 and recorded in the Westchester County Clerk's Liber 10004 of deeds at page 224 and the entirety of those lands heretofore conveyed by Edward J. McManus to Edward J. McManus, Jr. and Julia C. McManus by that certain deed dated July 15, 1948 and recorded in the Westchester County Clerk's Liber 4655 of deeds at page 211, which when taken together bounded and described as follows.

**BEGINNING** at a point on the northeasterly line of the private road commonly known as Radzivila Road where it is met by the line dividing lands formerly of Gustofson and now or formerly of Nelson on the southeast from lands now or formerly of McManus on the northwest, which point is distant

S 63°38'30" W 238.55 feet and  
S 54°32'40" W 10.83 feet

as measured southwesterly along the northwesterly line of Dutch Street and

N 30°32'30" W 421.68 feet and  
S 59°27'30" W 120.00 feet

as measured along the northeasterly and northwesterly lines of the said lands now or formerly of Nelson from the point on the northwesterly line of Dutch Street where it is met by the southwesterly line of lands formerly of Ferris and now shown on that certain subdivision map entitled "Dutch Manor Estates..." which was filed in the Westchester County Clerk's office on January 15, 1987 as Map No. 22,598.

**THENCE from the said point of beginning, northwesterly along the said northeasterly line of Radzivila Road**

**N 30°32'30" W 286.03 feet**

**to a point at the line of a certain 40 foot wide right-of-way described in the Westchester County Clerk's Liber 6161 of deeds at page 498. Thence along the southeasterly line of the said right-of-way**

**N 59°27'30" E 249.90 feet**

**to a point on the southwesterly line of the said lands shown on Filed Map No. 22,598. Thence along the southwesterly line of the lands shown on Filed Map No. 22,598**

**S 39°51'30" E 185.73 feet**

**to a point. Thence through the lands so conveyed to McManus**

**S 53°51'20" W 130.59 feet and  
S 30°32'30" E 90.00 feet**

**to a point on the northwesterly terminus of the private road known as McManus Road. Thence along the said northwesterly terminus and along the northwesterly line of the aforementioned lands now or formerly of Nelson**

**S 59°27'30" W 150.00 feet**

**to the northeasterly line of Radzivila Road and the point or place of beginning containing 64,798 square feet more or less.**



**SCHEDULE C**  
**General Utility Easement**

*TOWN OF CORTLANDT*

Beginning at a point on the northeasterly line of the private road commonly known as Radzivila Road where it is met by the line dividing lands formerly of Gustofson and now or formerly of Nelson on the southeast from lands now or formerly of McManus on the northwest, which point is distant

S 63°38'30" W 238.55 feet and  
S 54°32'40" W 10.83 feet

as measured southwesterly along the northwesterly line of Dutch Street and

N 30°32'30" W 421.68 feet and  
S 59°27'30" W 120.00 feet

as measured along the northeasterly and northwesterly lines of the said lands now or formerly of Nelson from the point on the northwesterly line of Dutch Street where it is met by the southwesterly line of lands formerly of Ferris and now shown on that certain subdivision map entitled "Dutchess Manor Estates...", which was filed in the Westchester County Clerk's office on January 15, 1987 as Map No. 22,598.

Thence from the said point of beginning northwesterly along the said northeasterly line of Radzivila Road

N 30°32'30" W 25.00 feet

to a point. Thence through the lands so conveyed to McManus

N 59°27'30" E 150.00 feet

to a point on the southwesterly line of the lands described in Schedule A hereto. Thence along the southwesterly line of the lands described in Schedule A hereto

S 30°32'30" E 25.00 feet

to a point on the northwesterly terminus of the road known locally as McManus Road, which road is contained within the easement and right-of-way described in Schedule D hereto. Thence along the said northwesterly terminus and continuing along the northwesterly line of the said lands now or formerly of Nelson

S 59°27'30" W 150.00 feet

to the northeasterly line of Radzivila Road and the point or place of beginning of this easement.

**SCHEDULE D**

**General Utility and Access Easement and Right-of-way**

*TOWN OF CORTLAND*

**BEGINNING** at the point on the northwesterly line of Dutch Street where it is met by the line dividing lands formerly of Gustofson and now or formerly of Nelson on the southwest from the easement commonly known as McManus Road on the northeast, which point is distant

S 63°38'30" W 238.55 feet and  
S 54°32'40" W 10.83 feet

as measured southwesterly from another point on the northwesterly line of Dutch Street where it is met by the southwesterly line of lands formerly of Ferris and now shown on that certain subdivision map entitled "Dutchess Manor Estates...", which was filed in the Westchester County Clerk's office on January 15, 1987 as Map No. 22,598.

Thence from the said point of beginning along the said Nelson lands

N 30°32'30" W 421.68 feet

to a point at the line of other lands now or formerly of McManus. Thence along the said McManus lands and continuing along the lands described in Schedule A hereto, the following courses:

N 59°27'30" E 50.00 feet  
S 30°32'30" E 146.22 feet and  
N 58°21'20" E 150.37 feet

to a point on the southwesterly line of the lands shown on the aforementioned Filed Map No. 22,598. Thence along the said lands shown on Filed Map No. 22,598

S 39°51'30" E 50.52 feet

to a point at the line of lands formerly of Long, formerly of Keifer and now or formerly of Molinari. Thence along the said Molinari lands and along other lands now or formerly of McManus

S 58°21'20" W 179.02 feet and  
S 30°32'30" E 225.50 feet

to another point on the northwesterly line of Dutch Street. Thence southwesterly  
along the said northwesterly line of Dutch Street

S 63°38'30" W 18.80 feet and  
S 54°32'40" W 10.83 feet

to the point or place of beginning of this easement and right-of-way.

RECORD + RETURN TO:

BERNIS S. NELSON, ESQ.

1615 PARK STREET

PEEKSKILL, NEW YORK 10566

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*520173297DAG0030\*

**Westchester County Recording & Endorsement Page**

**Submitter Information**

Name: Dempsey & Langan Phone: (914) 737-0030  
 Address 1: 1200 Brown Street, Suite 202 Fax: (914) 736-9999  
 Address 2: Email: sdapoliito@dempseyandlangan.com  
 City/State/Zip: Peekskill NY 10566 Reference for Submitter: Santucci RMA

**Document Details**

Control Number: **520173297** Document Type: **Deed Agreement (DAG)**  
 Package ID: 2012011700138001001 Document Page Count: 5 Total Page Count: 8

**Parties**

Additional Parties on Continuation page  
 2nd PARTY

1st PARTY  
 1: SABRINAS HOLDINGS LLC - Other 1: SABRINAS HOLDINGS LLC - Other  
 2: DAMIAN DEVELOPMENT LLC - Other 2: DAMIAN DEVELOPMENT LLC - Other

**Property**

Additional Properties on Continuation page

Street Address: 0 RADZIVILLA ROAD Tax Designation: 54.12-4-22  
 City/Town: CORTLANDT Village:

**Cross-References**

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

**Supporting Documents**

1: TP-584

**Recording Fees**

Statutory Recording Fee: \$40.00  
 Page Fee: \$30.00  
 Cross-Reference Fee: \$0.00  
 Mortgage Affidavit Filing Fee: \$0.00  
 RP-5217 Filing Fee: \$0.00  
 TP-584 Filing Fee: \$5.00  
 Total Recording Fees Paid: \$75.00

**Mortgage Taxes**

Document Date:  
 Mortgage Amount:  
 Basic: \$0.00  
 Westchester: \$0.00  
 Additional: \$0.00  
 MTA: \$0.00  
 Special: \$0.00  
 Yonkers: \$0.00  
 Total Mortgage Tax: \$0.00

**Transfer Taxes**

Consideration: \$0.00  
 Transfer Tax: \$0.00  
 Mansion Tax: \$0.00  
 Transfer Tax Number: 37504

Dwelling Type: Exempt:   
 Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 01/29/2012 at 12:47 PM  
 Control Number: 520173297  
 Witness my hand and official seal

*Timothy C. Idoni*

Timothy C. Idoni  
 Westchester County Clerk

**Record and Return To**

Pick-up at County Clerk's office

Dempsey & Langan  
 1200 Brown Street  
 Suite 202  
 Peekskill, NY 10566  
 Attn: Thomas R. Langan, Esq.

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

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**Document Details**

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Total Page Count: 8

**1st PARTY Addendum**

**2nd PARTY Addendum**

SANUTCCI PROPERTIES LLC

Other

SANTUCCI PROPERTIES LLC

Other

MARTIN GREGORY

Individual

MARTIN GREGORY

Individual

MARTIN CYNTHIA

Individual

MARTIN CYNTHIA

Individual

CONNOLLY JAMES

Individual

CONNOLLY JAMES

Individual

GERMINARO JOSEPH J III

Individual

GERMINARO JOSEPH J III

Individual

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

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**Properties Addendum**

0 RADZIVILLA ROAD 10548	CORTLANDT	54.124 4 23
0 RADZIVILLA ROAD 10548	CORTLANDT	54.12 4 24
0 RADZIVILLA ROAD 10548	CORTLANDT	54.12 4 25
0 RADZIVILLA ROAD 10548	CORTLANDT	54.12 4 27
0 RADZIVILLA ROAD 10548	CORTLANDT	54.12 4 33



## ROAD MAINTENANCE AGREEMENT

This Agreement is made on ~~April~~ <sup>January</sup> 17, ~~2011~~ <sup>2012</sup> by and between:

**Sabrinus Holdings, LLC**, a New York Limited Liability Company, having its principal place of business at 2064 East Main Street, Cortlandt Manor, NY 10567 ("Sabrinus");

**Damian Development, LLC**, a New York Limited Liability Company, having its principal place of business at 2064 East Main Street, Cortlandt Manor, NY 10567 ("Damian");

**Santucci Properties, LLC**, a New York Limited Liability Company, having its principal place of business at 2064 East Main Street, Cortlandt Manor, NY 10567 ("Santucci");

**Gregory Martin and Cynthia Martin**, both residing at 59 Dutch Street, Montrose, New York 10548 (collectively, "Martin");

**Joseph J. Germinaro, III**, residing at 69 Dutch Street, Montrose, New York 10548 ("Germinaro"); and,

**James Connolly**, residing at 47 Dutch Street, Montrose, New York 10548 ("Connolly").

### RECITALS

1. Sabrinus is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 22, 2004 and recorded on March 4, 2005 in the Westchester County Clerk's Office under Control Number 443380868 and described therein as Section 54.12, Block 4, Lot 23 on the Tax Map of the Town of Cortlandt, New York ("Lot 23"); and,
2. Damian is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 22, 2004 and recorded on March 3, 2005 in the Westchester County Clerk's Office under Control Number 44337098 and described therein as Section 54.12, Block 4, Lot 33 on the Tax Map of the Town of Cortlandt, New York ("Lot 33"); and,
3. Santucci is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 22, 2004 and recorded on March 3, 2005 in the Westchester County Clerk's Office under Control Number 44337102 and described therein as Section 54.12, Block 4, Lot 24 on the Tax Map of the Town of Cortlandt, New York ("Lot 24"); and,
4. Martin is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated February 22, 1993 and recorded on March 22, 1993 in

the Westchester County Clerk's Office in Liber 10538 of Conveyances at page 269 and described therein as Section 54.12, Block 4, Lot 25 on the Tax Map of the Town of Cortlandt, New York ("Lot 25"); and,

5. Germinaro is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 9, 1992 and recorded on November 20, 1992 in the Westchester County Clerk's Office in Liber 10454 of Conveyances at page 233 and described therein as Section 54.12, Block 4, Lot 27 on the Tax Map of the Town of Cortlandt, New York ("Lot 27"); and,
6. Connolly is the owner of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated September 11, 2007 and recorded on November 28, 2007 in the Westchester County Clerk's Office under Control Number 473240707 and described therein as Section 54.12, Block 4, Lot 22 on the Tax Map of the Town of Cortlandt, New York ("Lot 22"); and,
7. The lots owned by Sabrinis, Damian and Santucci have been re-subdivided and the lot lines adjusted as shown on a certain map entitled "Subdivision Plat and Lot Line Adjustment prepared for Santucci Construction, Inc. at Radzivila Road" which map was filed on April 7, 2010 in the Westchester County Clerk's Office as Map Number 28350 ("Map"). The Sabrinis lot is shown on the Map as "New Tax Lot 23"; the Damian lot is shown on the Map as "New Tax Lot 33"; and, the Santucci lot is shown on the Map as "New Tax Lot 24."
8. New Tax Lot 24 and New Tax Lot 33 adjoin each other and New Tax Lot 23 and New Tax Lot 33 adjoin each other and each said Lot abuts Radzivila Road. a private right-of-way used in common with others.
9. In connection with the subdivision and lot line adjustment, Sabrinis, Damian and Santucci were required to file a Declaration of Easement containing covenants binding their respective lots including, but not limited to covenant that the repair, replacement, maintenance, and snow plowing of Radzivila Road shall be accomplished by the owners of Lots 23, 24 and 33 subject to, and in conjunction with the others entitled to use the said Radzivila Road. Such Declaration was recorded on April 26, 2010 in the Westchester County Clerk's Office under Control number 500553515.
10. In connection with the subdivision and lot line adjustment, Radzivilla Road was improved by Santucci Construction, Inc. for New Tax Lots 23, 24 and 33 over it to and from Dutch Street.
11. Martin's lot abuts Radzivila Road and Martin has non-exclusive ingress and egress over Radzivila Road to and from Dutch Street.

12. Germinaro has access to Dutch Street over Radzivila Road by virtue of an easement over the Martin lot pursuant to an easement agreement dated November 6, 1991 and recorded November 8, 1991 in the Westchester County Clerk's Office in Liber 10152 of Conveyances at page 285.
13. Connolly's lot abuts Radzivila Road and Connolly has non-exclusive ingress and egress of Radzivilla Road to and from Dutch Street.
14. The parties hereto, by this Agreement, wish to make provision for the unobstructed use of Radzivila Road for ingress and egress and for the maintenance of said Radzivila Road for their mutual benefit.

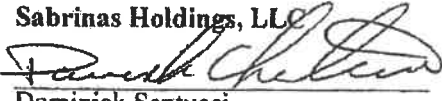
#### AGREEMENT

*NOW THEREFORE*, in consideration of \$1.00, each in hand paid to the other, the receipt and sufficiency of which are acknowledged; and in consideration of the mutual covenants and easements herein contained, it is agreed as follows:

1. The parties hereto agree not to obstruct, impede, or interfere one with the others, in the reasonable use of Radzivila Road for the purpose of ingress and egress to and from their respective properties.
2. The parties hereto agree to maintain Radzivila Road in a safe, usable and passable condition including, but not limited to the protective coating and sealing, patching, repairing, and replacement of the blacktop surface installed on Radzivila Road. The parties hereto agree that the expense of such maintenance shall be borne as follows: Sabrinias, and its successors in title shall bear 21%; Damian, and its successors in title shall bear 21%; Santucci, and its successors in title shall bear 21%; Connolly, and their successors in title shall bear 17%; Martin, and their successors in title shall bear 16%; and, Germinaro and his successors in title shall bear 4%. Notwithstanding the foregoing, Santucci, Damian and Sabrinias shall be responsible for the cost of snow plowing until the sale of the last of New Tax Lots 23, 24 and 33. Thereafter, the cost of snow plowing shall be included as an item of maintenance.
3. Any damage to Radzivila Road due to the negligence of any person who sues or has used it pursuant to the authority of any party hereto shall be the sole responsibility of the party granting such authority.
4. The cost and expense of any repairs or maintenance which may be required as the result of an action undertaken solely for the benefit of one or more of the parties shall be borne solely by the party or parties thus benefitted.

5. The maintenance of, and repairs to, Radzivila Road shall be undertaken upon prior agreement of a majority of the parties weighted according to the respective percentages set forth in paragraph 2 of the Agreement.

Sabrinus Holdings, LLC


By:   
 Dominick Santucci  
 President


Damian Development, LLC

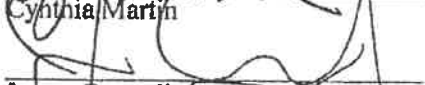
By:   
 Dominick Santucci  
 President

Santucci Properties, LLC

By:   
 Dominick Santucci  
 President

  
 Gregory Martin

  
 Cynthia Martin

  
 James Connolly

  
 Joseph J. Germinaro, III

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

On the 13<sup>th</sup> day of April, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dominick Santucci** 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

STEPHANIE DAPOLITO

NOTARY PUBLIC-STATE OF NEW YORK

No. 01DA5069365

Qualified in Westchester County

My Commission Expires April 22, 2014

[Additional Acknowledgments Follow]

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

On the 11<sup>th</sup> day of ~~April~~ <sup>October</sup>, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **Gregory Martin and Cynthia Martin** 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.

STEPHANIE DAPOLITO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DA6059365  
Qualified in Westchester County  
My Commission Expires April 22, 2014  
*Stephanie Dapolito*  
Notary Public

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

On the 3<sup>rd</sup> day of ~~April~~ <sup>May</sup>, in the year 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **James Connolly** 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.

STEPHANIE DAPOLITO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01DA6059365  
Qualified in Westchester County  
My Commission Expires April 22, 2014  
*Stephanie Dapolito*  
Notary Public

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

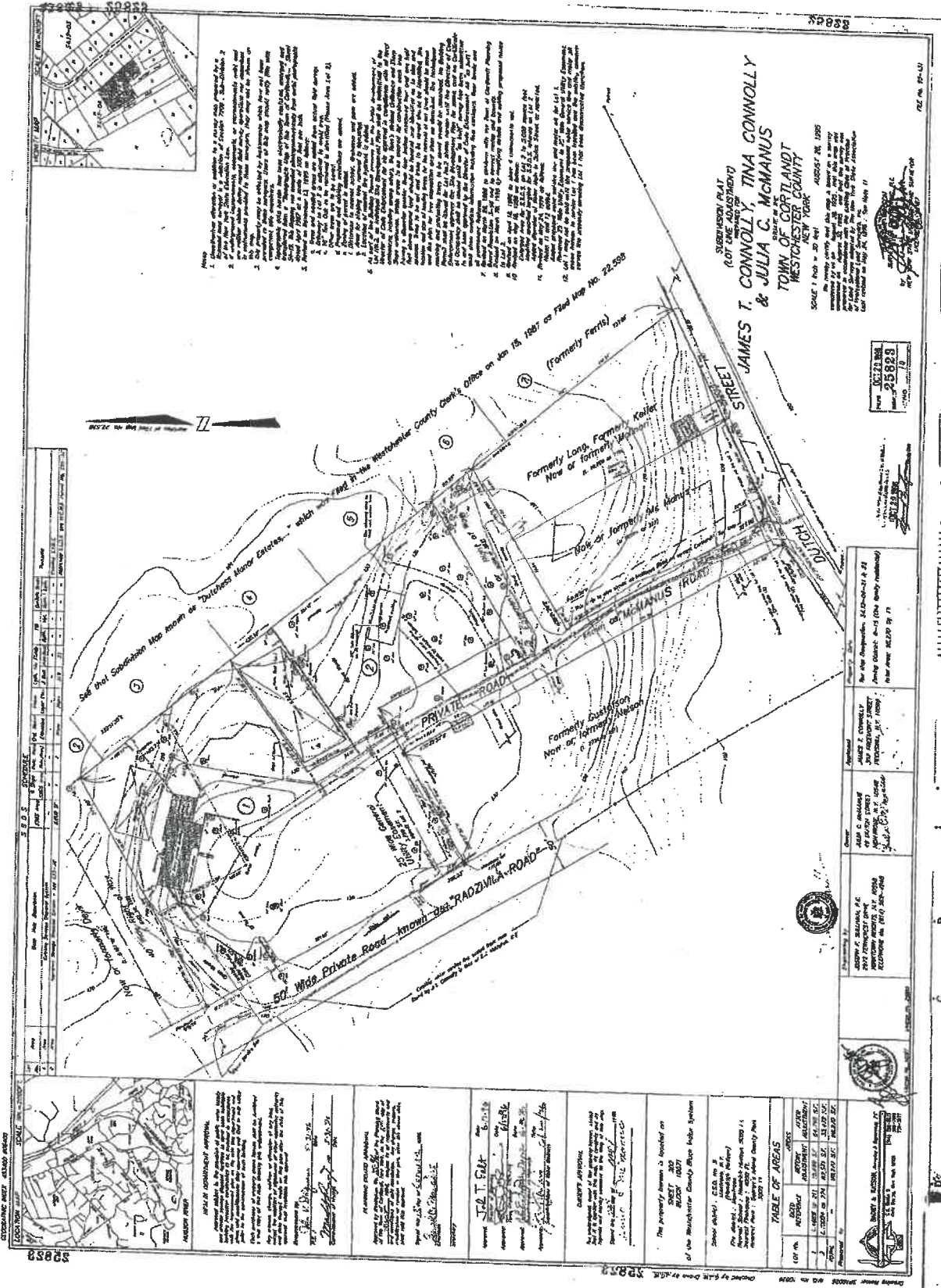
On the 17<sup>th</sup> day of ~~April~~ <sup>Jan</sup>, in the year ~~2011~~ <sup>2012</sup>, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph J. Germinaro, III** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) 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.

*Thomas R. Langan*  
Notary Public  
THOMAS R. LANGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01LA4517952  
Qualified in Westchester County  
My Commission Expires April 30, 2014

Section 54.12  
Block 4  
Lots 22, 23, 24, 25, 27 and 33  
Town: Cortlandt

**RECORD AND RETURN TO:**

Thomas R. Langan, Esq.  
Dempsey & Langan  
1200 Brown Street, Suite 202  
Peekskill, New York 10566  
(914) 737-0030



**NOTES:**

1. The proposed subdivision is shown on a plan of the Town of Westchester, New York, dated 1917, and is shown on a plan of the Town of Westchester, New York, dated 1917, and is shown on a plan of the Town of Westchester, New York, dated 1917.
2. The proposed subdivision is shown on a plan of the Town of Westchester, New York, dated 1917, and is shown on a plan of the Town of Westchester, New York, dated 1917, and is shown on a plan of the Town of Westchester, New York, dated 1917.
3. The proposed subdivision is shown on a plan of the Town of Westchester, New York, dated 1917, and is shown on a plan of the Town of Westchester, New York, dated 1917, and is shown on a plan of the Town of Westchester, New York, dated 1917.
4. The proposed subdivision is shown on a plan of the Town of Westchester, New York, dated 1917, and is shown on a plan of the Town of Westchester, New York, dated 1917, and is shown on a plan of the Town of Westchester, New York, dated 1917.
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10. The proposed subdivision is shown on a plan of the Town of Westchester, New York, dated 1917, and is shown on a plan of the Town of Westchester, New York, dated 1917, and is shown on a plan of the Town of Westchester, New York, dated 1917.

**SUBMISSION PLAT  
(NOT FOR ADJUSTMENT)  
JAMES T. CONNOLLY, TINA CONNOLLY  
& JULIA C. MCMANUS  
TOWN OF GOFFERT AND  
WESTCHESTER COUNTY  
NEW YORK**

SCALE 1 inch = 20 feet  
ADJUSTED PL. 1035  
This plan was prepared by the undersigned on the 15th day of July, 1935, and is subject to the provisions of the Town Law, Chapter 10, Section 265, and the provisions of the Town Law, Chapter 10, Section 265, and the provisions of the Town Law, Chapter 10, Section 265.



**TABLE OF AREAS**

LOT NO.	ACRES	SQ. FT.
1	0.125	5,400
2	0.125	5,400
3	0.125	5,400
4	0.125	5,400
5	0.125	5,400
6	0.125	5,400
7	0.125	5,400
8	0.125	5,400
9	0.125	5,400
10	0.125	5,400
11	0.125	5,400
12	0.125	5,400
13	0.125	5,400
14	0.125	5,400
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27	0.125	5,400
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30	0.125	5,400
31	0.125	5,400
32	0.125	5,400
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34	0.125	5,400
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36	0.125	5,400
37	0.125	5,400
38	0.125	5,400
39	0.125	5,400
40	0.125	5,400
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80	0.125	5,400
81	0.125	5,400
82	0.125	5,400
83	0.125	5,400
84	0.125	5,400
85	0.125	5,400
86	0.125	5,400
87	0.125	5,400
88	0.125	5,400
89	0.125	5,400
90	0.125	5,400
91	0.125	5,400
92	0.125	5,400
93	0.125	5,400
94	0.125	5,400
95	0.125	5,400
96	0.125	5,400
97	0.125	5,400
98	0.125	5,400
99	0.125	5,400
100	0.125	5,400

**PLANNING BOARD APPROVAL**

The undersigned, James T. Connolly, Surveyor, do hereby certify that the above described subdivision is in accordance with the provisions of the Town Law, Chapter 10, Section 265, and the provisions of the Town Law, Chapter 10, Section 265, and the provisions of the Town Law, Chapter 10, Section 265.

James T. Connolly, Surveyor

**PLANNING BOARD APPROVAL**

The undersigned, James T. Connolly, Surveyor, do hereby certify that the above described subdivision is in accordance with the provisions of the Town Law, Chapter 10, Section 265, and the provisions of the Town Law, Chapter 10, Section 265, and the provisions of the Town Law, Chapter 10, Section 265.

James T. Connolly, Surveyor

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James T. Connolly, Surveyor

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James T. Connolly, Surveyor

**PLANNING BOARD APPROVAL**

The undersigned, James T. Connolly, Surveyor, do hereby certify that the above described subdivision is in accordance with the provisions of the Town Law, Chapter 10, Section 265, and the provisions of the Town Law, Chapter 10, Section 265, and the provisions of the Town Law, Chapter 10, Section 265.

James T. Connolly, Surveyor

**EXHIBIT D**

say that he resides in the City of New Rochelle, New York, that he is the Vice President of NEW ROCHELLE REALTY COMPANY, the corporation described in and which executed the foregoing instrument, that he knew the corporate seal of the said corporation, and that the seal affixed to the foregoing instrument was such corporate seal, that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by like order, as President of said corporation.

O. G. SOHAAD, Notary Public, Westchester Co., N. Y.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in TOWN OF MAMARONECK, Westchester County N. Y.

A true copy of the original Deed and acknowledgment thereof recorded September 11, 1925, at 11:00 A. M. At request of LAWYERS: TITLE & GUARANTYCO.

*Original Minutes*

LAURA V. O'NEILL

TO

EDWARD J. MC MANUS

Agreement Liber 1039 page 20

Register

THIS INDENTURE

made the ninth day of September, nineteen hundred and twentyfive, BETWEEN LAURA V. O'NEILL, of the City, County and State of New York, party of the first part and EDWARD J. MC MANUS, of Montrose, Westchester County, New York, party of the second part,

WITNESSETH, that the party of the first part, in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS 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, his heirs and assigns forever,

ALL that piece or parcel of land situate in the TOWN OF CORTLANDT, and on the southerly side of Dutch Street, bounded and described as follows, viz: On the north by said highway, on the west by land now of Harriet Frost, southerly by land formerly of John P. Cruger, and easterly by land of E. D. Bellefeuille, being that portion of the lands situated on the southerly side of Dutch Street, aforesaid, which were conveyed to Orrin Frost, by two separate deeds, the first by the Peekskill Savings Bank by deed dated April 21, 1879, and recorded in Westchester County Register's office, in Liber 964 of Deeds, page 385, May 2, 1879, and the other by Rebecca E. Dyckman, by deed dated June 22, 1883, and recorded in said Register's office, in Liber 1039 of Deeds, page 20, July 3, 1883, BEING the same premises heretofore conveyed by deed dated May 26, 1905, from Eugene Frost and Milton Frost, as sole executors and trustees under the last will and testament of Orrin Frost, deceased, to Mary A. Peck, which deed was recorded in



the office of the Register of the County of Westchester, in Liber 1709 of Deeds, page 460, on the 16th day of June, 1905. ALSO ALL that certain piece

or parcel of land with the buildings thereon situate in said TOWN OF CORTLANDT, bounded and described as follows:

On the north by land of Lewis Hunt, on the east by land of Clinton Ferris and E. D. Bellefeuille, on the south by the highway aforesaid, known as Dutch Street, on the west by land of E. D. Bellefeuille and N. P. Bushnell, and of Harriet Frost, being the same premises heretofore conveyed by Eugene Frost and wife, dated June 15th, 1905, and recorded in the office of the Westchester County Register, in Liber 1709 of Deeds, at page 462,

TOGETHER with all the right, title and interest of the party of the first part, in and to the highway in front of said premises. 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, his heirs and assigns forever. AND

said party of the first part covenants as follows: FIRST. That 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 incumbrances. FOURTH. That the party of the first part will execute or procure any further necessary assurance of the title to said premises.

FIFTH. That said party of the first part will forever warrant the title to said premises.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of

August L. Martin

LAURA V. O'NEILL (L. S.)

THREE U. S. I. R. STAMPS, one for five dollars, one for one dollar and one for fifty cents attached and canceled.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.: On the 9th day of September, nineteen hundred and twentyfive, before me came LAURA V. O'NEILL to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

AUGUST L. MARTIN, Notary Public, Westchester County, Certificate filed in New York County, N. Y. County Clks. No. 197 My comm. expires Nov. 1927.

STATE OF NEW YORK, COUNTY OF NEW YORK, SS.: I, JAMES A. DONEGAN Clerk of the County of New York, and also Clerk of the Supreme Court, in and for said County, DO HEREBY CERTIFY that said Court is a Court of record, having by law a seal; that AUGUST L. MARTIN, whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument, was at the time of taking the

same, a Notary Public, acting in and for said County, duly commissioned and sworn and qualified to act as such; that he has filed in the Clerk's office of the County of New York, a certified copy of his appointment and qualification as Notary Public for the County of Westchester, with his autograph signature, that as such Notary Public, he was duly authorized by the laws of the State of New York; to protest notes, to take and certify depositions, to administer oaths and affirmations, to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that his signature to such proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at the City of New York, in the County of New York this 10 day of Sept., 1925.

(L. S.) JAMES A. DONEGAN, clerk.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situated in TOWN OF CORTLANDT, Westchester County, N. Y.

A true copy of the original Deed and acknowledgment thereof with certificate recorded September 11, 1925, at 9:37 A. M. At request of A. L. MARTIN.

*James A. Donegan*

OCCUM REALTY CORPORATION

Register RELEASE, see L. 2311 pp 490

TO

JOHN J. SAXELBY

THIS INDENTURE

made the 10th day of August, in the year nineteen hundred and twentyfive, BETWEEN OCCUM REALTY CORPORATION, a corporation organized under the laws of the State of New York, hereinafter designated as the party of the first part, and JOHN J. SAXELBY, residing on Bungalow Road, in the Town of Mamaroneck County of Westchester, State of New York, hereinafter designated as the party of the second part, WHEREAS, the party of the second part, by indenture of mortgage bearing date the 2nd day of February, nineteen hundred and twenty five, given to secure the payment of THIRTEEN THOUSAND (\$13,000.00) DOLLARS AND INTEREST recorded in the office of the Register of the County of Westchester, in Liber 2311 of Mortgages, page 490, on the 21st day of February, 1925, for the consideration therein mentioned and to secure the payment of the money therein specified, did convey certain lands and tenements of which the lands hereinafter described are part, unto the party of the first part, AND WHEREAS, the said party of the first part, at the request of the said party of the second part, hath agreed to give up and surrender the lands hereinafter described unto the said party of the

**EXHIBIT E**

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*500553515EAS003T\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	RG AGENCY (MAIL BACK REJECTS)	Phone:	914-739-2700
Address 1:	1000 NORTH DIVISION STREET	Fax:	914-739-2808
Address 2:	PO BOX 431	Email:	ANGEATWORK@HOTMAIL.COM
City/State/Zip:	PEEKSKILL NY 10566	Reference for Submitter:	Santucci-Declaration of Easement

#### Document Details

Control Number:	<b>500553515</b>	Document Type:	<b>Easement (EAS)</b>
Package ID:	2010022400228001001	Document Page Count:	<b>3</b>
		Total Page Count:	<b>5</b>

#### Parties

<b>1st PARTY</b>		<input checked="" type="checkbox"/> Additional Parties on Continuation page
1: SABRINAS HOLDINGS LLC	- Corporation	<b>2nd PARTY</b>
2: DAMIAN DEVELOPMENT LLC	- Corporation	1: DAMIAN DEVELOPMENT, LLC
		2: SABRINAS HOLDINGS LLC
		- Individual
		- Corporation

#### Property

Street Address:	VAC. LAND RADZVILLA ROAD	Tax Designation:	54.12-4-23,24 & 33
City/Town:	CORTLANDT	Village:	

#### Cross-References

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: TP-584

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$20.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$0.00
TP-584 Filing Fee:	\$5.00
<b>Total Recording Fees Paid:</b>	<b>\$65.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$0.00
Transfer Tax:	\$0.00
Mansion Tax:	\$0.00
Transfer Tax Number:	8548

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK

#### Record and Return To



Recorded: 04/26/2010 at 03:59 PM  
 Control Number: **500553515**  
 Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

Pick-up at County Clerk's office

Thomas R. Langan, Esq.  
 Dempsey & Langan  
 1200 Brown Street, Suite 202  
 Peekskill, NY 10566

The Office of the Westchester County Clerk: This page is part of the Instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

\*500553515EAS003T\*

**Westchester County Recording & Endorsement Page**

**Document Details**

Control Number: **500553515**

Document Type: **Easement (EAS)**

Package ID: 2010022400228001001

Document Page Count: 3

Total Page Count: 5

**1st PARTY Addendum**

SANTUCCI PROPERTIES LLC

**2nd PARTY Addendum**

Corporation

SABRINAS HOLDINGS LLC

Corporation

SANTUCCI PROPERTIES LLC

Corporation

**Declaration of Easement**

Declarants:   Sabrinas Holdings, LLC  
                  Damian Development, LLC  
                  Santucci Properties, LLC  
                  2064 East Main Street  
                  \* Cortlandt Manor, New York 10567

Dated: February 26, 2010

**WHEREAS**, Declarant, Sabrinas Holdings, LLC is the owner in fee of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 22, 2004 and recorded March 4, 2005 Westchester County Clerk's Office under Control Number 443380868 and described therein as Section 54.12, Block 4, Lot 23 on the Tax Map of the Town of Cortlandt, New York ("Lot 23"); and,

**WHEREAS**, Declarant, Damian Development, LLC, is the owner in fee of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 22, 2004 and recorded March 3, 2005 Westchester County Clerk's Office under Control Number 443370984 and described therein as Section 54.12, Block 4, Lot 33 on the Tax Map of the Town of Cortlandt, New York ("Lot 33"); and,

**WHEREAS**, Declarant, Santucci Properties, LLC, is the owner in fee of a parcel in the Town of Cortlandt, Westchester County, New York, acquired by deed dated November 22, 2004 and recorded March 3, 2005 Westchester County Clerk's Office under Control Number 443371024 and described therein as Section 54.12, Block 4, Lot 24 on the Tax Map of the Town of Cortlandt, New York ("Lot 24"); and,

**WHEREAS**, Lots 24 and 33 adjoin each other and Lots 23 and 33 adjoin each other and each said Lot abuts Radzivila Road, a private right-of-way used in common with others; and,

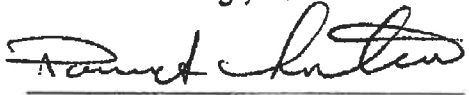
**WHEREAS**, Radzivilla Road has been improved by Declarants to provide access for Lots 23, 24 and 33 to Dutch Street in the Town of Cortlandt; and,

**WHEREAS**, the Declarants wish to establish certain rights and obligations with respect to the said Radzivila Road for themselves, their heirs, successors and assigns;

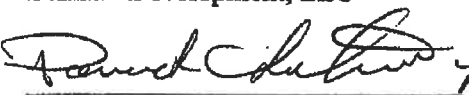
**NOW THEREFORE**, Declarants declare that Lots 23, 24 and 33 are held and shall be conveyed together with and subject to the covenants hereinafter set forth, which shall run with the land:

1. The intent of the improvements to Radzivila Road is for the purpose of non-exclusive access, ingress and egress for the benefit of Lots 23, 24 and 33.
2. That the said Radzivila Road shall be perpetually maintained without obstruction for use by the owners and occupants Lots 23, 24 and 33 but subject to, and in conjunction with the rights of others to use the said Radzivila Road.
3. That repair, replacement, maintenance, and snow plowing the said Radzivila Road shall be accomplished by the owners of Lots 23, 24 and 33 subject to, and in conjunction with the others entitled to use the said Radzivila Road.

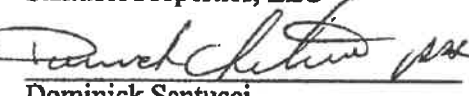
Sabrinus Holdings, LLC

By:  *ms.*  
Dominick Santucci  
President

Damian Development, LLC

By:  *ms.*  
Dominick Santucci  
President

Santucci Properties, LLC

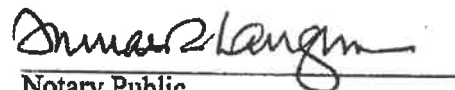
By:  *ms.*  
Dominick Santucci  
President

STATE OF NEW YORK )

) ss.:

COUNTY OF WESTCHESTER )

On the 26<sup>th</sup> day of February in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared **Dominick Santucci** 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

Section 54.12  
Block 4  
Lots 23, 24 and 33  
Town of Cortlandt

THOMAS R. LANGAN  
Notary Public, State of New York  
No. 01LA4517952  
Qualified in Westchester County  
Commission Expires April 30, 2014

**RECORD AND RETURN TO:**

Thomas R. Langan, Esq.  
Dempsey & Langan  
1200 Brown Street, Suite 202  
Peekskill, New York 10566  
(914) 737-0030