

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

LIBER 7892 PAGE 215

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2785
1405.00

THIS INDENTURE, made the 4th day of January, nineteen hundred and eighty-four BETWEEN

BRIARCLIFF CONTEMPORARIES, INC.
A New York corporation having an office at:
16 Andrea Court, New Rochelle, New York 10804

party of the first part, and

RICHARD ROSENTHAL, residing at Todd Lane (no number)
Briarcliff Manor, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN (\$10.00).....

..... dollars,
lawful money of the United States, and other good and 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 Town of Mount Pleasant, County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point in the westerly line of lands now or formerly of Schoemer, said point being distant North 51 degrees 00' 40" East a distance of 242.32 feet from the intersection of the East line and the North line of Patricia Avenue, as shown on "Subdivision Map of Countryside, Town of Mount Pleasant, Westchester County, New York, Sheet No. 1" made by Emmanuel J. Cupo, March 31, 1978, filed in the County Clerk's Office May 1, 1981 as Map No. 20566; ¹⁵
thence through the lands now or formerly of S. B. & W. Investors Inc., on a curve to the right having a radius of 107.18 feet, a distance of 68.99 feet;
thence North 87 degrees 53' 30" West a distance of 438.68 feet to the lands now or formerly of Rosenthal;
thence along the lands now or formerly of Rosenthal South 27 degrees 38' 17" East a distance of 113.61 feet;
thence North 75 degrees 52' 30" West a distance of 65.55 feet;
thence North 69 degrees 47' 10" West a distance of 78.08 feet;
thence North 63 degrees 09' 50" West a distance of 53.01 feet;
thence South 35 degrees 50' 10" West a distance of 104.12 feet to said lands now or formerly of Schoemer;
thence along the lands now or formerly of Schoemer North 61 degrees 24' 20" East a distance of 52.35 feet;
thence North 70 degrees 14' 20" West a distance of 92.99 feet;
thence North 72 degrees 54' 20" West a distance of 73.86 feet to the point or place of Beginning.

Paul D

RESERVING unto the party of the first part, its successors and assigns forever, the right to convey and dedicate to the Town of Mount Pleasant a permanent general utility easement for the installation, maintenance, repair, replacement and use of sewer, water and drainage lines, including normal surface appurtenances such as manholes, with the following described easement area:

BEGINNING at a point in the lands now or formerly of S. B. & W. Investors, Inc. said point being distant northeasterly from the intersection of the westerly boundary line of lands now or formerly of Schoemer with the easterly side of Patricia Avenue, as shown on "Subdivision Map of Countryside, Town of Mount Pleasant, N.Y., Sheet No. 1" made by Emmanuel J. Cupo, March 31, 1978, filed in the County Clerk's Office, May 1, 1981, as Map No. 20566, the following courses and distances:

JAN - 5 1984

400.00

TAX STAMPS ATTACHED

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North 51 degrees 00 minutes 40 seconds East a distance of 242.32 feet; a curve to the right having a radius of 107.18 feet a distance of 68.99 feet; North 87 degrees 53 minutes 30 seconds East a distance of 170.00 feet;

thence through the lands now or formerly of S. B. & W. Investors, Inc. North 87 degrees 53 minutes 30 seconds East a distance of 45.00 feet; thence South 2 degrees 6 minutes 30 seconds East a distance of 15.00 feet; thence South 87 degrees 53 minutes 30 seconds West a distance of 45.00 feet; thence North 2 degrees 6 minutes 30 seconds West a distance of 15.00 feet to the point or place of beginning.

15' X 45' 15' strip along rd at Point

AND FURTHER RESERVING unto the party of the first part, its successors and assigns forever, the right to enter upon the premises for the purpose of replacing and altering the lines installed within the General Utility Easement area to the extent required by the Town of Mount Pleasant as a condition to its acceptance of the aforesaid contemplated conveyance and dedication; PROVIDED HOWEVER, that in exercising such permitted rights within the General Utility Easement, the party of the first part, its successors and assigns shall not do or suffer to be done any injury to the premises adjoining the General Utility Easement Area and shall at all times after completion of any work done thereon restore the surface and grade of the General Utility Easement Area and any pavement, curbs, shrubbery, landscaping and any other improvements, except trees, thereon, as nearly as possible to the original condition, at its sole cost and expense.

THE PREMISES HEREIN CONVEYED shall be maintained by the party of the second part, his heirs, distributees, administrators, executors, grantees, successors and assigns in perpetuity as open space preserving same in its present natural condition and not permitting or causing thereon any construction, improvements or alterations of the existing natural state of the premises. This restriction shall run with the land in perpetuity.

SUBJECT TO the Declaration of covenants, maintenance, assessments, conditions, restrictions, reservations and easements recorded June 24, 1982 in Liber 7771 cp 559 and any amendments thereto.

SUBJECT TO covenants, restrictions, agreements, easements and consents of record.

THE GRANTOR RESERVES to itself, its successors and assigns, title to the streets and roads adjoining or proposed to be adjoining the above-described premises conveyed herein, and the grantor shall have the right, but not the obligation, to dedicate the same to the governmental agency, department or board having jurisdiction thereover.

THIS CONVEYANCE has been made with the consent of the holders of at least two-thirds of the outstanding shares of the grantor entitled to vote thereon obtained at a meeting duly called.

GRANTOR and GRANTEE have agreed that the provisions of Paragraphs 31, 32, 33, 34, 36, 38, 39, 40, 41, 42, 43, 45, 46 and 47 of the Contract of Sale made as of the 19th day of November, 1983 between Syraciff, Inc., predecessor to the Grantor, and Grantee, a memorandum of which is being recorded simultaneously herewith in the Office of the County Clerk of Westchester County, Division of Land Records, shall survive the delivery of this deed and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors and assigns of Grantor and Grantee.

Plu.