

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT is made as of the ____ day of _____, 2022, between the Village of Croton-on-Hudson, a municipal corporation having an address at 1 Van Wyck Street, Croton-on-Hudson, NY 10520 (the “Village”), and Noreen Walsh and Edward C. Walsh, Sr. having an address at 13 Thompson Avenue, Croton-on-Hudson, NY 10520 (collectively “Walsh”).

WITNESSETH

WHEREAS, pursuant a deed dated January, 1972 and recorded in the office of the Westchester County Clerk on February 1, 1972, in Liber 7038 at Page 226 (the “Deed”) the Village conveyed to Fred A. Sorenson and Myrtle C. Sorenson certain property in the Town of Cortlandt, Village of Croton-on-Hudson, known then as tax lot 19-138-18 and now known as 79.09-2-2 on the tax map of the Village, and more fully described in the Deed (the “Property”); and

WHEREAS, the Deed included a condition that the Property shall not be combined with the adjoining property also owned by the party of the second part for the purpose of creating an additional building lot (the “Condition”); and

WHEREAS, Walsh is the successor in title and current owner of the Property; and

WHEREAS, Walsh has requested that the Village remove the Condition to allow the Property to be combined with a portion of the adjacent property also owned by Walsh in order to create an additional building lot; and

WHEREAS, the Village is willing to remove the Condition.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. The Condition set forth in the Deed recorded at Liber 7038 Page 226 prohibiting the Property conveyed thereby to be combined with the adjacent property for the purpose of creating an additional building lot is hereby terminated by the Village.

2. The easements running to the benefit of the Village set forth in the Deed shall remain in full force and effect, and the parties agree if necessary to record an easement agreement to specifically locate each of the sanitary sewer, storm drain and water main easements at Walsh’s sole cost and expense.

3. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and date first above written.

Village of Croton-on-Hudson

Noreen A. Walsh

By: _____
Bryan Healy, Village Manager

Edward C. Walsh Sr.

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

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared, Bryan Healy personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/they executed the same in his/their capacity, and that by his/their signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

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

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared, Noreen A. Walsh and Edward C. Walsh personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/they executed the same in his/their capacity, and that by his/their signature on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

Property Affected:

RECORD & RETURN TO:

Section 79.09

Block 2

Lot 2

Village of Croton-on-Hudson

Town of Cortlandt