

**DECLARATION OF TRANSFER OF TITLE AND TERMINATION OF EASEMENT  
AND AGREEMENT**

**THIS DECLARATION OF TRANSFER OF TITLE AND TERMINATION OF EASEMENT AND AGREEMENT** ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between BARBARA KOVAROVIC, residing at 71 Quaker Bridge Rd., Croton-on-Hudson, NY 10520 (hereinafter referred to as "KOVAROVIC"), GARRY S. CHANNING and NICOLE D. CHANNING ("CHANNING"), residing at 68 Quaker Bridge Rd., Croton-on-Hudson, NY 10520 and THE VILLAGE OF CROTON-ON-HUDSON, (the "VILLAGE"), a New York municipal corporation having its principal place of business at 1 Van Wyck Street, Croton-on-Hudson NY 10520.

**WITNESSETH:**

**WHEREAS**, Kovarovic owns a certain parcel of land known as 71 Quaker Bridge Rd., Croton-on-Hudson, NY 10520, being more particularly bounded and described on Schedule A herein and known and designated on the Westchester County Tax Map as Section: 79.6 block: 3 lot: 4 ("71 Quaker Bridge Road"); and

**WHEREAS**, CHANNING owns a certain parcel of land known as 68 Quaker Bridge Rd., Croton-on-Hudson, NY 10520, being more particularly bounded and described on Schedule B herein and known and designated on the Westchester County Tax Map as Section 79.06 block: 2 lot: 1 ("68 Quaker Bridge Road"); and

**WHEREAS**, the predecessors in ownership of 68 Quaker Bridge Road and 71 Quaker Bridge Road entered into waterline indenture agreements dated April 29, 1985, recorded in the Office of the Westchester County Clerk at Liber 63 Page 28 and Liber 63 page 34 (the "Waterline Indenture"), whereby the parties agreed to share water service to 68 Quaker Bridge Rd. and 71 Quaker Bridge Rd. via a shared waterline from the Village water system, and whereby the owners of 68 Quaker Bridge Rd. and 71 Quaker Bridge Rd. agreed that they are jointly and severally liable for such water charges to the VILLAGE, and are also equally responsible for the costs of maintaining and repairing the shared waterline, and each individually responsible for the costs of maintaining and repairing any portions of the waterline that are not shared and are solely for his or her sole and exclusive use; and

**WHEREAS**, the predecessor in ownership of 71 Quaker Bridge Road entered into an Easement Agreement with the VILLAGE dated January 25, 1985 and recorded in the Office of the Westchester County Clerk at Liber 8167 Page 10 (the "Village Easement"), whereby the Village granted the right to access and connect into the water line, and placed certain obligations for maintenance and repairs to the water line on the owner of 71 Quaker Bridge Road and an obligation to indemnify the VILLAGE for any damage to Village property; and

**WHEREAS**, KOVAROVIC has since drilled a well on 71 Quaker Bridge Rd. to provide water supply for the property and no longer has a need or use for the shared water line, and has capped her individual waterline from the shared waterline, and desires to terminate the Waterline

Indenture and Village Easement in her favor and terminate any of her liability or responsibility under the Waterline Indenture, in accordance with Paragraph 8 of the Waterline Indenture;

**NOW, WHEREFORE,** KOVAROVIC, CHANNING and the VILLAGE agree as follows:

1. KOVAROVIC has permanently capped her individual waterline at the point of juncture to the shared waterline;
2. The Waterline Indenture is hereby terminated and KOVAROVIC hereby transfers unto CHANNING all of her right, title and interest in and to the common waterline, and KOVAROVIC'S rights and responsibilities with respect to the Waterline Indenture are hereby terminated;
3. The VILLAGE and KOVAROVIC hereby agree that the Village Easement is hereby terminated and neither the VILLAGE nor KOVAROVIC shall have any further rights or obligations thereunder as of the date hereof;
4. The VILLAGE and CHANNING hereby release and discharge GRANTOR and GRANTOR's heirs, successors and assigns from all actions, causes of action, suits, debts, sums of money, accounts, covenants, contracts, damages, judgments, claims, and demands ;whatsoever, in law or equity, which against the GRANTOR the VILLAGE or CHANNING, or their successors or assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including but not limited to any claims relating to the Waterline Indenture;
5. The GRANTOR hereby releases and discharges VILLAGE and CHANNING, their heirs, successors and assigns from all actions, causes of action, suits, debts, sums of money, accounts, covenants, contracts, damages, judgments, claims, and demands whatsoever, in law or equity, which against the VILLAGE or CHANNING, GRANTOR, or her successors or assigns ever had, now have or hereafter can, shall or may have, for, upon, or by reason any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including but not limited to any claims relating to the Waterline Indenture
6. This agreement shall run with the land and bind the parties hereto, their successors, heirs and assigns.

[signatures on next page]

**IN WITNESS WHEREOF**, this AGREEMENT AND TERMINATION OF EASEMENT has been duly executed by the parties hereto the day and year first written above.

---

BARBARA KOVAROVIC

---

GARRY S. CHANNING

---

NICOLE D. CHANNING

VILLAGE OF CROTON-ON-HUDSON

By: \_\_\_\_\_  
Name: Bryan Healy  
Title: Village Manager

[acknowledgments on next page]

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

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, personally appeared BARBARA KOVAROVIC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, personally appeared GARRY S. CHANNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, personally appeared NICOLE D. CHANNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, personally appeared BRYAN HEALY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public