

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

CORRECTION DEED

THIS INDENTURE, made the _____ day of _____, 2025 **BETWEEN**

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having its office in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601,

party of the first part, and

THE VILLAGE OF CROTON-ON-HUDSON, a municipal corporation of the State of New York, having its office at 1 Van Wyck Street, Croton-on-Hudson, New York 10520,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of the sum of ten and 00/100 (\$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 those certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate,

lying and being in the Village of Croton-on-Hudson, County of Westchester, State of New York, shown as Parcel ‘C’ Revised on a certain map entitled “Map of Lot C Revised and Lot D Revised (Portion of the Croton Gorge), Village of Croton on Hudson, County of Westchester, State of New York”, prepared by _____, dated _____ and filed in the Office of the Clerk of the County of Westchester, Division of Land Records on _____, as Map number _____ and described by metes and bounds on same file Map number _____. The aforesaid premises are known and designated on the tax assessment map of the Village of Croton-on-Hudson as Section 68.18, Block 2, P/O Lot 1 (formerly known as Section 53, Block 170, Lots 1 through 25 inclusive).

And the party of the first part does hereby remise, release and quit claim unto the party of the second part, and its successors and assigns forever, all that certain plot, piece or parcel of land situated, lying and being in the Village of Croton-on-Hudson, County of Westchester, State of New York, shown as Parcel ‘D’ Revised on a certain map entitled “Map of Lot C Revised and Lot D Revised (Portion of the Croton Gorge), Village of Croton on Hudson, County of Westchester, State of New York”, prepared by _____, dated _____ and filed in the Office of the Clerk of the County of Westchester, Division of Land Records on _____, as Map number _____ and described by metes and bounds on said file Map number _____. The aforesaid premises are known and designated on the tax assessment map of the

Village of Croton-on-Hudson as Section 68.18, Block 2, P/O Lot 1 (formerly the premises did not have designated by section, block or lot on the tax assessment map of the Village of Croton-on-Hudson).

The said premises are subject to the terms and conditions hereafter set forth:

1. The premises herein granted shall be retained and used by the party of the second part solely and exclusively for municipal park and recreational purposes and for no other purpose. In the event that the party of the second part shall use the aforesaid premises for any purpose other than hereinabove mentioned, or in the event that the aforesaid premises are not put to use for municipal park and recreational purposes within five (5) years after the date of this instrument, then, and in either such event, the premises herein granted shall at the option of the party of the first part revert to the party of the first part or its successor or assigns without the necessity of any re-entry by the party of the first part or its successor or assigns and all right, title, and interest of the party of the second part shall be automatically forfeited and extinguished. Any improvements made by the party of the second part shall become the property of the party of the first part without purchase or reimbursement to the party of the second part, or the party of the first part, at its option, may order such improvements removed by the party of the second part at its sole cost and expense.
2. Subject to the conditions set forth in paragraph "3" next below, the party of the first part hereby authorizes the party of the second part, its licensees and invitees to use the property designated as Parcel "B" on a certain map entitled "Map of Land to be Acquired by the County of Westchester for County Use and Purpose Being a Portion of the Croton Gorge Situate in the Town of Cortlandt and Village of Croton-on-Hudson, Westchester County, New York", prepared by Alexander Bunney dated February 23, 1979 and filed in the Office of the Clerk of the County of Westchester, Division of Land Records on June 21, 1979 as Map number 19964 and described by metes and bounds on said filed Map number 19964 for swimming and/or recreational purposes in connection with the use of the aforesaid premises.
3. The party of the second part hereby assumes all risks involved in the use of the aforesaid premises and hereby agrees to indemnify and hold the party of the first part, its officers, employees or agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature or description arising from or related to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Indenture and/or from any maintenance, repair and/or failure to maintain or repair any building, structure, improvement (including without limitation the existing rubble dam and concrete spillway) now located or hereafter erected or installed on the aforesaid premises and/or from the use of the property designated as Parcel "B" on said filed map number 19964 for swimming and/or recreational purposes in connection with use of the aforesaid premises.
4. The party of the second part shall submit to the party of the first part for review and comment its plan for property development of the aforesaid premises for municipal park and recreational purposes.
5. The execution, delivery and recordation of this Correction Deed shall constitute the party of the second part's acceptance of and agreement to faithfully perform all the terms, conditions and covenants hereinabove set forth.

TOGETHER with all right, title and interest, if any, of the party of the first part 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, 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 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 Indentures so requires.

THIS deed is made to correct an error in the description of the premises conveyed in a prior deed by the County of Westchester, Grantor herein, to the Grantee herein, dated July 26, 1979, and recorded in the office of the Clerk of the County of Westchester, Division of Land Records, in Liber 7575 of Deeds at Page 439; it having been the intention of the parties by such prior deed to convey the premises hereinabove described.

This correction deed is delivered by the party of the first part pursuant to Act. No _____ adopted by the Board of Legislators of the County of Westchester County at a regular meeting duly held on the _____ day of _____, 2025.

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

THE COUNTY OF WESTCHESTER

By: _____
Name: Kenneth W. Jenkins
Title: Westchester County Executive

COUNTY’S ACKNOWLEDGMENT
(County Executive)

State of New York)
) ss.:
County of Westchester)

On the day of _____ , in the year 2025, before me, the undersigned, personally appeared
Kenneth W. Jenkins 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

P/O
SECTION- 68.18
BLOCK- 2
LOT- 1
COUNTY OR TOWN- Cortlandt

RETURN BY MAIL TO:

Joshua B. Subin Partner McCarthy Fingar LLP 711 Westchester Avenue, Suite 405 White Plains, NY 10604 Attorneys for Village of Croton-on-Hudson
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RESERVE THIS SPACE FOR USE OF RECORDING OFFICE
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