

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

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

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 first part, and

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 second part,

WITNESSETH, that the party of the first part, in consideration of ten and 00/100 (\$10.00) dollars 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, 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, Town of Cortlandt, County of Westchester and State of New York, bounded and described as follows:

PARCEL 1

Beginning at a point on the southwesterly boundary line of Quaker Bridge Road, at its point of intersection with the division line between lands of the Village of Croton-on-Hudson (TM 68.18-1-42), on the west and other lands of the Village of Croton-on-Hudson (TM 79.06-1-2), on the east, said point being 45± feet distant southwesterly, measured at right angles, from station 23+45± of the hereinafter described survey baseline for the Quaker Bridge Road Bridge Replacement project; thence along said division line the following two (2) directions and distances: 1) southerly, 12± feet to a point 49± feet distant southwesterly, measured at right angles, from station 23+57± of said baseline, and 2) southwesterly, 19± feet to a point 67± feet distant southwesterly, measured at right angles, from station 23+63± of said baseline; thence through the lands of the Village of Croton-on-Hudson (TM 68.18-1-42), the following two (2) courses and distances: 1) North 1°-05'-16" East, 24± feet to a point 55.71 feet distant southwesterly, measured at right angles, from station 23+41.12 of said baseline, and 2) North 84°-32'-12" East, 11± feet to the point of beginning. Containing 225± square feet or 0.005± acre of land, more or less.

and

PARCEL 2

Beginning at a point on the southwesterly boundary line of Quaker Bridge Road, at its point of intersection with the division line between lands now or formerly of the Village of Croton-on-Hudson (TM 68.18-1-42), on the west and other lands now or formerly of the Village of Croton-on-Hudson (TM 79.06-1-2), on the east, said point being 45± feet distant southwesterly, measured at right angles, from station 23+45± of the hereinafter described survey baseline for the Quaker Bridge Road Bridge Replacement project; thence southeasterly along said boundary line of Quaker Bridge Road, 72± feet to a point on the division line between lands now or formerly of the Village of Croton-on-Hudson (TM 79.06-1-2), on the northwest and lands now or formerly of the State of New York Department of Conservation, on the

southeast, said point being 17± feet distant southwesterly, measured at right angles, from station 24+12± of said baseline; thence southwesterly along said division line, 4± feet to a point 21± feet distant southwesterly, measured at right angles, from station 24+14± of said baseline; thence through the lands now or formerly of the Village of Croton-on-Hudson (TM 79.06-1-2), the following two (2) courses and distances: 1) North 47°-45'-00" West, 39± feet to a point 35.65 feet distant southwesterly, measured at right angles, from station 23+77.79 of said baseline, and 2) South 89°-44'-30" West, 35± feet to a point on the division line between lands now or formerly of the Village of Croton-on-Hudson (TM 68.18-1-42), on the northwest and other lands now or formerly of the Village of Croton-on-Hudson (TM 79.06-1-2), on the southeast, said point being 67± feet distant southwesterly, measured at right angles, from station 23+63± of said baseline; thence along said division line the following two (2) directions and distances: 1) northeasterly, 19± feet to a point 49± feet distant southwesterly, measured at right angles, from station 23+57± of said baseline, and 2) northerly, 12± feet to the point of beginning. Containing 570± square feet or 0.013± acre of land, more or less.

TOGETHER WITH permanent easements in, on and over the following plots, pieces or parcels of land in the Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester and State of New York, bounded and described as follows:

PARCEL 3

Beginning at a point on the northwesterly boundary line of Quaker Bridge Road, said point being 14± feet distant northwesterly, measured at right angles, from station 22+66± of the hereinafter described survey baseline for the Quaker Bridge Road Bridge Replacement project; thence along said boundary line the following two (2) directions and distances: 1) southerly, 93± feet to a point 50± feet distant southwesterly, measured at right angles, from station 23+32± of said baseline, and 2) southeasterly, 14± feet to its intersection with the division line between lands of the Village of Croton-on-Hudson (TM 68.18-1-42), on the west and other lands of the Village of Croton-on-Hudson (TM 79.06-1-2), on the east, said point being 45± feet distant southwesterly, measured at right angles, from station 23+45± of said baseline; thence through the lands of the Village of Croton-on-Hudson (TM 68.18-1-42), the following two (2) courses and distances: 1) South 84°-32'-12" West, 11± feet to a point 55.71 feet distant southwesterly, measured at right angles, from station 23+41.12 of said baseline, and 2) South 1°-05'-16" West, 24± feet to a point on said division line, said point being 67± feet distant southwesterly, measured at right angles, from station 23+63± of said baseline; thence southwesterly along said division line, 30± feet to a point 95± feet distant southwesterly, measured at right angles, from station 23+72± of said baseline; thence through the lands of the Village of Croton-on-Hudson (TM 68.18-1-42), the following three (3) courses and distances: 1) South 80°-53'-48" West, 37± feet to a point 130.21 feet distant southwesterly, measured at right angles, from station 23+61.17 of said baseline, 2) North 23°-55'-37" East, 88.61 feet to a point 62.16 feet distant southwesterly, measured at right angles, from station 23+04.43 of said baseline, and 3) North 29°-52'-17" East, 82± feet to the point of beginning. Containing 3,622± square feet or 0.083± acre of land, more or less.

and

PARCEL 4

Beginning at a point on the division line between lands of the Village of Croton-on-Hudson (TM 68.18-1-42), on the northwest and other lands of the Village of Croton-on-Hudson (TM 79.06-1-2), on the southeast, said point being 67± feet distant southwesterly, measured at right angles, from station 23+63± of the hereinafter described survey baseline for the Quaker Bridge Road Bridge Replacement project; thence through the lands of the Village of Croton-on-Hudson (TM 79.06-1-2), the following six (6) courses and distances: 1) North 89°-44'-30" East, 35± feet to a point 35.65 feet distant southwesterly, measured at right angles, from station 23+77.79 of said baseline, 2) South 47°-45'-00" East, 6.57 feet to a point 33.24 feet distant southwesterly, measured at right angles, from station 23+83.90 of said baseline, 3) South 82°-33'-13" West, 3.71 feet to a point 36.75 feet distant southwesterly, measured at right angles, from station 23+82.70 of said baseline, 4) South 70°-04'-49" West, 22.47 feet to a point 59.08 feet distant

southwesterly, measured at right angles, from station 23+80.22 of said baseline, 5) South 75°-40'-21" West, 30.37 feet to a point 88.80 feet distant southwesterly, measured at right angles, from station 23+73.95 of said baseline, and 6) South 80°-53'-48" West, 7± feet to a point on the first mentioned division line, said point being 95±feet distant southwesterly, measured at right angles, from station 23+72± of said baseline; thence northeasterly along said division line, 30± feet to the point of beginning. Containing 576± square feet or 0.013± acre of land, more or less.

Said permanent easements are granted on the following terms and conditions and restrictions:

1. The party of the second part shall have the free right of ingress thereto and egress therefrom, together with the right to enter upon the easements granted herein at any time to use for as staging areas, access areas and/or work areas with regard to the construction, reconstruction, maintenance, repair and/or keeping in repair the Quaker Bridge Road bridge without any molestation or hindrance or without becoming or being held liable for trespass.
2. The party of the second part shall provide the party of the first part with at least five (5) days prior written notice before using the easements with regard to the construction or reconstruction the Quaker Bridge Road bridge, except in the event of an emergency and, in the event of an emergency no prior written notice shall be required, and the party of the second part shall provide written notice of such work as soon as practicable.
3. The party of the second part shall, upon entry for the purpose of staging, access and/or work area, restore the surface of the surrounding ground by filling, sodding, seeding or paving only and shall have no obligation to replace any shrubs or tress which may have been destroyed.
4. The easements granted herein extends to the party of the second part, its officers, elected officials, employees, agents, contractors, subcontractors, invitees, successors and assigns.
5. The party of the first part covenants for itself, its successors and assign forever that no building, or structure of any type, nature or description, shall be built on, over, in and through the easements.
6. The party of the first part further covenants that neither it, its successors or assigns shall do anything, or allow anything to be done, which in the opinion of the party of the second part would injure, endanger, or impair the bridge or the operation thereof.

ALL as shown on a map entitled "Map Showing Lands to be Conveyed to the County of Westchester by the Village of Croton-on-Hudson (Quaker Bridge Road Bridge Replacement)", prepared by Creighton Manning Engineering, on May 9, 2025, and filed in the Office of the Clerk of the County of Westchester on _____ as Map Number _____;

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, 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 encumbered 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 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 conveyance was authorized by the Village of Croton-on-Hudson by a resolution duly approved on _____.

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

VILLAGE OF CROTON-ON-HUDSON

By: _____
Name:
Title:

VILLAGE’S ACKNOWLEDGMENT

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

On the day of _____ , in the year 2025, 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.

Notary Public

Parcel 1
P/O
SECTION- 68.18
BLOCK- 1
LOT- 42
COUNTY OR TOWN- Cortlandt

Parcel 2
P/O
SECTION- 79.06
BLOCK- 1
LOT- 2
COUNTY OR TOWN- Cortlandt

Parcel 3
P/O
SECTION- 68.18
BLOCK- 1
LOT- 42
COUNTY OR TOWN- Cortlandt

Parcel 4
P/O
SECTION- 79.06
BLOCK- 1
LOT- 2

RETURN BY MAIL TO:
Rachel Noe, Esq.
Associate County Attorney
Westchester County Law Department
Room 600
148 Martine Avenue
White Plains, NY 10601

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

