

Company, to-wit:

3,027 telephone instruments, telephones, connections, installations, booths, and all equipment belonging to the New York Telephone Company, a public utility, in the Town of Harrison, New York,

E-8

which properties were taxable properties belonging to the New York Telephone Company, located within the bounds of the Town of Harrison, Westchester County, New York, and which were omitted from each of the Assessment Rolls for the years above-mentioned, and from each of the separate tax district columns thereof, which petition was verified by the said Assessor on the 1st day of June, 1945; that said petition be received and placed on file; and it was further

RESOLVED: That the ASSESSOR be and he hereby is directed to forthwith cause a copy of said petition, with a notice attached thereto of the presentation thereof to the Town Board of the Town of Harrison, Westchester County, New York, to be served upon the New York Telephone Company by causing a copy of said petition and said notice to be personally delivered to and left with the President of said company, any Vice President, any member of the Board of Directors of other officer, or any of the Managers thereof; and that after said service is made, there be filed with the TOWN CLERK of the Town of Harrison, the CLERK of this Board, a proof by affidavit of the manner of the service of such petition and notice.

Adopted by unanimous vote.

1945-313

SALE OF LAND (THROUGH AGENCY) - CASH
OUTRIGHT - BUILD

MARY & ROMANO CALCIOIARI
MARY PEPE

THOMAS BALDI
LUCIEN BAREN

It was then, on motion duly made and seconded,

RESOLVED: That the following offers to purchase town-owned property, as shown on the Assessment Map of the Town of Harrison, submitted through the Agency of Brown & Brown and French Associates, heretofore designated, pursuant to a contract heretofore entered into between the Town of Harrison and said Agency, which offers have been checked by Leonard Turso, Manager of the Department of Town-owned Properties, as having been certified by the Assessor that the assessed valuations are correct and by the Town Attorney that the premises have been duly acquired and owned by the Town, be and the same hereby are, in each instance, accepted, to-wit:

- a) Offer of MARY AND ROMANO CALCIOIARI, 81 East Gainsborg Avenue, White Plains, New York, to purchase Lots 11 and 12 in Block 847, assessed for \$620.00 for the both lots, for the cash consideration of TWO HUNDRED SEVENTEEN DOLLARS (\$217.00), being 35% of the assessed valuation, and other good and lawful valuable consideration, including the payment of all taxes and assessments, or the equivalent thereof, and the erection of a building on said premises, the sum of \$50.00 having been tendered as a good-faith deposit;
- b) Offer of MARY PEPE, 18 East Post Road, White Plains, New York, to purchase Lots 13 and 14 in Block 848, assessed for \$640.00 for the both lots, for the cash consideration of TWO HUNDRED TWENTY-FOUR DOLLARS (\$224.00), being 35% of the assessed valuation, and other good and lawful valuable consideration, including the payment of all taxes and assessments, or the equivalent thereof, and the erection of a building on said premises, the sum of \$10.00 having been tendered as a good-faith deposit;
- c) ALSO to purchase Lots 15 and 16 in Block 848, assessed for \$640.00 for the both lots, for the cash consideration of TWO HUNDRED TWENTY-FOUR DOLLARS (\$224.00), being 35% of the assessed valuation, and other good and lawful valuable consideration, including the payment of all taxes and assessments, or the equivalent thereof, and the erection of a building on said premises, the sum of \$10.00 having been tendered as a good-faith deposit;

e) Offer of THOMAS BALDI, 173 Fischer Avenue, White Plains, New York, to purchase Lots 14, 15, 16 and 17, all in block 725, assessed for \$1,360.00 for the four lots, for the cash consideration of FOUR HUNDRED SEVENTY-SIX DOLLARS (\$476.00), being 35% of the assessed valuation, and other good and lawful valuable consideration, including the payment of all taxes and assessments, or the equivalent thereof, and the erection of a building on said premises, the sum of \$100.00 having been tendered as a good-faith deposit;

f) Offer of LUCIEN BAREN, 33 Riverside Drive (apartment 70), New York, New York, to purchase Lot 9 in block 513, assessed for \$4,320.00, for the cash consideration of ONE THOUSAND FIVE HUNDRED TWELVE DOLLARS (\$1,512.00), being 35% of the assessed valuation, and other good and lawful valuable consideration, including the payment of all taxes and assessments, or the equivalent thereof, and the erection of a building on said premises, the sum of \$100.00 having been tendered as a good-faith deposit;

FURTHER RESOLVED: That the SUPERVISOR be and he hereby is authorized and directed to sell each of said respective premises to each of the persons above mentioned upon and in accordance with terms and conditions provided in said agreement, and heretofore and hereafter set forth;

1. That the good faith deposit, in each instance, be credited against the cash consideration due at the time of the signing of the contract, as hereinafter provided, to be retained by the Town as liquidated damages should the purchaser fail to pay the balance of the purchase price within the time set forth for such payment;

1. That the good faith deposit, in each instance, be credited against the cash consideration due at the time of the signing of the contract, as hereinafter provided, to be retained by the Town as liquidated damages should the purchaser fail to pay the balance of the purchase price within the time set forth for such payment;

2. That the purchaser, in each instance, agrees to pay such consideration in full upon the execution of a contract as hereinafter provided; and to pay to the Receiver of Taxes of the Town of Harrison, during the period of said contract, all such state, county, county district, town, town district, school district taxes, sewer and other assessments, except road assessments, as annually extended or estimated by the Supervisor and/or the Town Board, against the premises, whether such extension is made before or after the Tax Roll is filed with the Receiver of Taxes, and to make such payments when and as the said taxes or assessments become due and payable, with such penalties, interest and other charges as prescribed by statute or otherwise;

3. That as a further consideration the purchaser, in each instance, will agree to erect and construct a one (1) family private dwelling, or other building, on the said premises and substantially complete the same within one (1) year of the date priorities and war restrictions on building are lifted;

4. That the said building, in each instance, is to be constructed in strict accordance with plans and specifications prepared by the purchaser, copies of which are to be filed with the Assessor and with the Building Inspector and which plans and specifications must be approved by the Building Inspector, and the plans by the Town Board, prior to the commencement of the work; and that said erection and construction is to be in strict conformity with the Building and Zone Ordinance of the Town of Harrison, as amended, and any restrictions and restrictive covenants of record;

herein, when the said purchaser shall not be required to take the premises so defective or encumbered, the said sale so affected may be rescinded, and the deposit repaid to the purchaser plus reasonable net costs of the title search and no more; it being covenanted by the purchaser that in the event of rejection of title as herein provided, the purchaser specifically waives all claims of any damages of any kind or nature and description, and the same is limited to the repayment of the deposit and the cost of the title search aforesaid;

6. That the purchaser herein, in each instance, further agrees that he shall not be entitled to or make any claim for any refunds which might become due from the Westchester Lighting Company by reason of any connection to the building to be erected on the said premises; it being distinctly understood that any refunds that might be due from the Westchester Lighting Company or any other company, shall become due and payable to the seller herein and the purchaser hereby waives all right, if any, thereto;

7. That title to the said lots, in each instance, shall not be conveyed by the Town until the building to be erected on the said lots has reached that stage of completion where the first payment under a standard building and loan agreement of an approved mortgagee would be payable; and that should title not be conveyed prior to the date of completion, as herein specified, due to the failure of the purchaser to erect the building, all as herein set forth, there shall be on said completion date due and payable by the purchaser in cash, to the Town of Harrison, the total sale price, which is the full assessed valuation of the premises, less such amount as the purchaser theretofore has paid to the Town in cash; and should the purchaser fail to make such payment on or before such completion date, then and in that event the purchaser is to have no right, title or interest whatsoever in and to the said lots, and any moneys theretofore paid by the purchaser to the Town shall be retained by the Town as liquidated damages;

8. That if Government priorities and building restrictions are not lifted within a one year period, the terms of the contract shall be extended, provided the purchaser continues to pay all taxes and assessments to such time as the same are lifted, and such building is completed within the specified time;

9. That, in each instance, at the time of the signing of the contract, as herein provided, the state, county, county district, town and town district taxes and assessments, except road assessments, and the school taxes, whether extended at the time of the preparation of the General Roll or thereafter, shall be apportioned as of the date of the signing of the contract, which shall take place not more than thirty (30) days from the date of the making of the offer and deposit with the sales agency, except that the Town Attorney may extend such time for the signing of the contract, but the date for the apportionment of such taxes shall not be further extended, the school tax year to be July 1 to June 30 of each year and the state county and town tax year the calendar year beginning January 1 and ending December 31; and it is covenanted and understood that in each instance where either or any of the premises above described are on the exempt list, the Supervisor may extend each and every one of the above mentioned taxes and assessments upon the adoption of this resolution; and the Supervisor is hereby authorized to do so;

10. That in the event the purchaser herein in any instance fails to comply with all of the terms and conditions herein, and in the event he fails to pay all taxes, or the equivalent thereof, as hereinabove stated, within thirty (30) days from the due date thereof each year during the term of this agreement, then and in that event the seller herein may, at its option, declare this contract null and void upon giving to the said purchaser ten days written notice, by registered mail, addressed to him at his last known address, of its intention so to do, and any and all moneys paid hereunder by the said purchaser shall be retained by the Town as liquidated damages and the said purchaser herein waives any and all rights, claims or causes of action against said Town for any moneys paid hereunder;

11. That, in each instance, upon the performance of all the covenants and conditions herewith set forth, the seller herein will deliver a deed, which, in each instance, will be a bargain and sale deed, without covenants against the grantor, conveying the fee simple of the premises, subject to the Building and Zone Ordinances of the Town of Harrison, as amended, and restrictions and restrictive covenants of record, and such a state of facts as an accurate survey will disclose, and to all state, county, county district, town and town district taxes and assessments, except road assessments, and to school taxes, now or hereafter to be extended;

12. That, in the event the purchaser, in any instance, elects to receive a deed to the premises before the expiration of the contract without constructing a building as herein provided, such purchaser may, on thirty (30) days notice to the Town Attorney, pay an additional 10% of the assessed valuation (as shown on the 1944 Assessment Roll) of the premises herein described, (making a total cash consideration paid of 45% of the assessed valuation), and in addition pay all taxes as herein provided up to the date thereof, and receive a deed to the premises in the manner and form herein set forth without being required to erect and construct a building on the premises before receiving a deed;

13. That it is understood that the purchaser, in each instance, is a citizen of the United States and is not connected directly or indirectly with any foreign government and particularly with a government and country with which the United States of America is now at war; that the above described premises, in each instance, and no part thereof, is purchased for the benefit, use and occupation of an enemy alien;

FURTHER RESOLVED that the contract, in each instance, and the deed in connection therewith, be prepared by the attorney for the agency and submitted to the Town Attorney for approval; and, upon such approval, the Supervisor is authorized and directed to sign said contract, and the deed in connection therewith, and the Town Clerk to attach the seal of the Town thereto, which contract is to be executed, acknowledged and delivered within ten (10) days after written notice from the Town Attorney that such contract is ready for delivery, said notice to be given by mail addressed to the proposed purchaser at his last known address;

FURTHER RESOLVED that the Receiver of Taxes be and he hereby is authorized and directed, upon receiving from the Town Attorney the amount received by him together with the closing statement, to cancel upon the books and records in his office all taxes and assessments levied and extended against said premises, in each instance, open upon the books and records in his office at the time of the signing of the contract, except such state, county, town and district taxes and assessments, and school taxes, which the purchaser, in each instance, is to pay in whole or as apportioned;

FURTHER RESOLVED, that, in each instance, where there are only sewer and street assessments, or sewer assessments only, extended upon the current tax roll in the hands of the Receiver of Taxes, the Receiver of Taxes shall, upon receiving the cash consideration from the Town Attorney, apply so much thereof as is required to pay such sewer and street assessments, or sewer assessments, in full, the balance to be reported to the COMPTROLLER, as a revenue account for credit to "Receipts from Sale of Town-Owned Land";

FURTHER RESOLVED, That, pursuant to said agreement between the agency of BROWN & BROWN and FRENCH ASSOCIATES REAL ESTATE CO. and the TOWN OF HARRISON, it is understood that said agency is the broker in connection with the sales herein authorized; that the commission in each respective instance is to be paid in accordance with the rates of commissions established heretofore by this Board and as set forth in said contract, but such brokerage, in each instance, shall not be considered earned or paid except upon funds actually received by the Town and deposited with the Receiver of Taxes; that no commissions are to be paid upon any taxes or assessments as apportioned or paid; that upon receipt of the cash consideration, in each instance, and the filing of a duly verified claim or claims, approved by LEONARD TURSO, for such commission in accordance with such rates established, the COMPTROLLER be and he hereby is authorized to audit and the Supervisor to pay the same;

Adopted by unanimous vote.

ELEFANTE & PERSANIS, LLP
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MARJORIE CAMPBELL
PARALEGAL

RALPH J. ELEFANTE
MATTHEW PERSANIS
OF COUNSEL
DANIEL J. MCKENNA
LAYNE C. MCCARTHY

January 16, 2015

Frank Allegretti, Esq. via email only to fallegretti@harrison-ny.gov
Town Attorney
Town of Harrison
1 Heineman Place
Harrison, NY 10528

Re: 85-87 Gainsborg Avenue, West Harrison, NY
Bl. 847 Lot 12 (12 and 13)

Dear Frank:

Thank you for returning my call and for the time on the phone today.

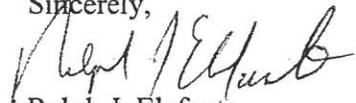
My client, Rocco DiLuna, owns the referenced property and successfully subdivided it last year. He has built two (2) new two family house on these lots and is in contract to sell one. In the course of reviewing the title search, the buyer's attorney (Anthony Grazioli, Esq.) noticed the attached deed restriction. Ironically, the title report which contained a copy of the deed does not list the deed restriction in its Schedule B. But it is nevertheless now a title issue for the Seller.

Attached please find a copy of the aforementioned 1948 deed from the Town of Harrison to a third party (Calciolari) that contains the restriction.

Needless to say, this has caused much consternation to my client who has already improved the lots. Kindly advise me what further steps, if any, I need to take remove the deed restriction.

Thank you in advance for your cooperation and courtesies.

Sincerely,


Ralph J. Elefante

cc: Anthony Grazioli, Esq.
Rocco DiLuna

DW

This Indenture, made this 27th day of September

one thousand nine hundred and forty eight between ALFRED F. SULLA, JR., residing at 152 Harrison Avenue, in the Town of Harrison, County of Westchester and State of New York, as Supervisor of the Town of Harrison, a Municipal Corporation, in the County of Westchester and State of New York, party of the first part, and

ROMANO CALCIOLARI and MARY CALCIOLARI, his wife,

both residing at 81 E. Gainsborg Avenue, White Plains, New York,

part 1es of the second part.

Witnesseth, that the party of the first part, in consideration of the sum of TWO HUNDRED SEVENTY NINE AND 00/100 - - - Dollars (\$279.00), lawful money of the United States and other good and valuable consideration, paid by the part ies of the second part, does hereby grant and release unto the parties of the second part, their heirs and assigns forever,

All those certain lots, pieces or parcels of land, situated, lying and being in Silver Lake Park, near White Plains, in the Town of Harrison, Westchester County, State of New York, designated on a certain map entitled, "Map of Silver Lake Park, on St. Mary's Lake in the Towns of White Plains and Harrison, Westchester County, New York, made by J. Henry Carpenter, Civil Engineer, May, 1893", and filed in the Office of the Register of Westchester County, now County Clerk's Office, Division of Land Records on June 23, 1911 as Map No. 1944, known as Lots 11 and 12 in Block 47.

SAID premises are also known and designated on the Tax Assessment Map of the Town of Harrison as Block 847, Lot Nos 11 and 12 which map is on file in the Office of the Assessor of said Town.

THIS DEED IS EXECUTED AND DELIVERED SUBJECT TO THE FOLLOWING:

1. Any set of facts which an accurate survey might disclose.
2. Any and all restrictive and other covenants, agreements and conditions which may be contained in written instruments of record and which may affect the above described premises.
3. The Building Ordinance and Building Zone Ordinance of the Town of Harrison, New York, and any and all amendments thereto.
4. In the event that a building is erected on said premises, the approval of the Plans and Specifications of same must be obtained by the Grantee from the Town Board of the Town of Harrison, New York, said agreement to be binding on the heirs, successors and assigns of the Grantee and to constitute a covenant running with the land.
5. All existing easements and rights of way, in, to, or over the property herein conveyed, are reserved and retained by the Town of Harrison for the benefit of the public and/or interested parties and said premises are conveyed by the Town of Harrison expressly subject to said reservation of any and all easements and rights of way.
6. The Town of Harrison is under no obligation whatsoever to supply roads or utilities of any nature, for said premises.
7. The Grantee has inspected the premises herein described, knows the drainage and sewerage conditions together with the utility conditions, and agrees to make no claim against the Town of Harrison, under any circumstances on account of drainage, sewage disposal or utility eventualities of any nature, which agreement shall be binding on the heirs, successors and assigns of the Grantee.
8. This conveyance is made by the Town of Harrison and accepted by the Grantee without representation or warranty of title, or otherwise, of any kind whatsoever.
9. This deed is delivered by the party of the first part and accepted by the party of the second part for the benefit of his heirs, successors and assigns upon the express condition that no more than one residence shall be erected on these premises.



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 above granted premises unto the parties of the second part, their heirs and assigns forever.

The party of the first part, in compliance with Section 13 of the Lien Law, covenants that he 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 the improvement and that he 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.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.



E. R. Pendleton
Town Clerk

As Supervisor of the Town of Harrison, New York

STATE OF NEW YORK
COUNTY OF WESTCHESTER: SS:

On this 27th day of September, 1948 before me came ALFRED F. SULLA, JR., to me known, who being by me duly sworn, did depose and say that he resides at 152 Harrison Avenue, in the Town of Harrison, County of Westchester and State of New York; that he is the Supervisor of the Town of Harrison, New York, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Harrison, New York, and that he signed his name thereto by like order.

David Wolff

DAVID WOLFF
DEPUTY PUBLIC IN THE STATE OF NEW YORK
APPOINTED FOR WESTCHESTER COUNTY
COMMISSION EXPIRES MARCH 30, 1950

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situated in the TOWN OF HARRISON County of Westchester, N. Y. A true copy of the original DEED RECORDED Feb. 2, 1953 at 1:57 P. M. at request of T. G. & T. CO.

FEE: \$ 5.60

No. 4002

EDWARD L. WARREN, County Clerk.

19 Time

DEED

ALFRED F. SULLA, JR.
Supervisor of the

TOWN OF HARRISON
NEW YORK

TO

ROMANO CALCIOIARI AND
MARY CALCIOIARI, his wife

4002

Dated September 27th, 1948

FEB - 2 1953

P.M.

THE PROPERTY AFFECTED BY THE WITHIN INSTRUMENT IS SITUATED IN THE TOWN OF HARRISON, IN THE COUNTY OF WESTCHESTER AND STATE OF NEW YORK.

RECORDED AT THE REQUEST OF

*Wm O Smith
2 Grand St
White Plains*

TITLE GUARANTEE AND TRUST COMPANY

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

60 B CP 150 2-2-53

Searches	_____
Study Cts	_____
Folio Cts	_____
Filing Cts	_____
Crash Refs	_____
Certs	_____
Postage	_____
Total	_____
Examined	_____
Returned	_____