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TOWN OF HARRISON
VILLAGE OF HARRISON
ATTORNEY'S OFFICE

MEMORANDUM

TO: Ronald W. Belmont, Supervisor
Members of the Town Board

FROM: Christopher M. Cipolla, Deputy Village Attorney 

DATE: November 27, 2012

SUBJECT: 16 Pleasant Ridge Road - Deed

Attached herewith is a copy of a letter dated November 26, 2012 from John M. Voetsch, Esq. requesting that the Town execute necessary documents in connection with the subject property. The property was sold by the Town to Stanley Tannenbaum in January of 1951. However, the Deed was never recorded with the Westchester County Clerk.

I hereby request that the Town Board authorize the Supervisor/Mayor to execute the transfer documents needed to effectuate the filing of said Deed with the Westchester County Clerk's office.

CMC:ap
Attachments
cc: Assessor

Telephone: (914) 835-0183
(914) 835-0229

Facsimile: (914) 835-1752

John M. Voetsch, Esq.
Attorney and Counselor at Law
260 Harrison Avenue
Harrison, New York 10528

November 26, 2012

VIA FACSIMILE: (914) 835-2738
Christopher Cipolla, Esq.
Town of Harrison Law Department
1 Heineman Place
Harrison, New York 10528

Re: 16 Pleasant Ridge Rd.
Block 492, lot 1
Record bargain and sale deed dated 1/10/1951

** Per Sandy:
Stanley Tannenbaum
is owner.*

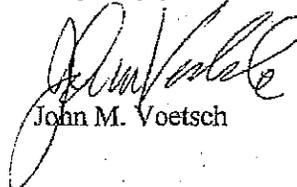
Dear Mr. Cipolla:

As per our conversation earlier this morning, enclosed please find copy of bargain and sale deed, dated January 10, 1951, regarding the above captioned property, in which the Town of Harrison sold certain vacant land, Block 492, Lot 1, to Stanley Tannenbaum for \$726.00.

Said deed was never recorded in the Westchester County Clerk's Office. Mr. Tannenbaum is in possession of the original deed and would like to have said deed recorded as soon as possible. My office is preparing the Prep documents to record said deed. Please advise whom will be signing said Prep documents for the Town of Harrison.

Thank you.

Very truly yours,


John M. Voetsch

2012 NOV 26 A 10 54

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Block 492 - Lot 1

This Indenture, made this 10th day of January

one thousand nine hundred and fifty first between ALFRED E. 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

STANLEY TAMMENBAUM, residing at (No Number) Naviland Road, Harrison, New York,

part Y of the second part.

Witnesseth, that the party of the first part, in consideration of the sum of SEVEN HUNDRED TWENTY SIX AND 00/100 - - - Dollars (\$ 726.00), 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 part Y of the second part, his heirs and assigns forever,

All that certain lot, piece or parcel of land, situated, lying and being in the Town of Harrison, County of Westchester, State of New York, being more particularly described as follows: BEGINNING at a point on the northeasterly line of property belonging to R.W. Prosser, said point of beginning being distant 507.26 feet as measured along the northeasterly line of R.W. Prosser from the northeasterly side of Pleasant Ridge Road, said point of beginning being also the southeasterly corner of the herein described premises; running thence along the northeasterly side of property belonging to R.W. Prosser N. 52° 10' 55" W a distance of 224.50 feet to the southwesterly corner of the herein described premises and the southeasterly side of the Hutchinson River Parkway Extension; running thence along the southeasterly side of the Hutchinson River Parkway Extension N 31° 29' E 28.48 feet to a monument; thence N 27° 08' 10" E 384.81 feet to the northwesterly corner of the premises herein described and property of Union Free School District No. 6 of the Towns of Rye and Harrison; running thence partly along property of the Union Free School District No. 6 and partly along lands now or formerly of Noonan, S 42° 23' 10" E 324.76 feet to a point; running thence partly along a right of way and partly along property now or formerly of Gilb S 41° 15' 20" E 350.82 feet to the point or place of beginning, containing 2.34 acres more or less; TOGETHER with the right of ingress and egress over a right of way 50 feet wide (leading to Pleasant Ridge Road) immediately adjoining the southeasterly side of the herein described premises, being more particularly described as follows: BEGINNING at a point on the southwesterly side of the herein described right of way, said point of beginning being the northwesterly corner of the herein described premises; running thence along the northwesterly end of the herein described right of way N 41° 15' 20" E a distance of 50.31 feet to the northwesterly corner of the right of way and property now or formerly belonging to Noonan; said point being the southeasterly corner of the parcel hereinabove described and being conveyed in fee; running thence along the northeasterly side of the right of way and along property now or formerly belonging to Noonan S 42° 23' 10" E a distance of 509.49 feet to the northwesterly side of Pleasant Ridge Road; running thence along the aforesaid northwesterly side of Pleasant Ridge Road S 41° 15' 20" W a distance of 50.31 feet to the southeasterly corner of the right of way; running thence along the southwesterly side of the right of way and partly along property now or formerly of Gerrity and Gilb and along the northeasterly side of the herein described premises N 42° 23' 10" W a distance of 509.49 feet to the point or place of beginning.

Said premises are also known and designated on the Tax Assessment Map of the Town of Harrison as Block 492, Lot No. 1 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 state 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 part Y of the second part, his 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.

ATTEST:

E. L. Pendleton
Town Clerk

A. J. Della
As Supervisor of the Town
of Harrison, New York

STATE OF NEW YORK
COUNTY OF WESTCHESTER: SS:

On this 10th day of January, 1951, ~~XXXX~~ 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.