



DOCUMENT # 1500785

DEED - COMM/VACANT

RETT: 1420 \$-.00  
CONSIDERATION: \$-.00

05/14/2010 02:24:51 P.M.  
RECEIPT: 7310 FEE: \$315.00  
DENNIS J. SANT  
PUTNAM COUNTY CLERK  
LIBER: 1853 PAGE: 37

RESERVE FOR RECORDING INFORMATION



# PUTNAM COUNTY RECORDING PAGE

PAGE 1 OF RECORDED DOCUMENT

### RECORD & RETURN TO:

Stern Keiser & Panken, LLP  
Cynthia T. Grubiak, Paralegal  
1025 Westchester Avenue, Ste. 305  
White Plains, Ny 10604

### TYPE OR PRINT

**GRANTOR/MORTGAGOR**  
Lawrence M. Downey  
To  
3622 Route 9, Llc

DO NOT WRITE BELOW THIS LINE

DEED  MTG  SAT  ASMT  CEM  POA  ESE   
OTHER \_\_\_\_\_

RECORDING FEES	# OF PAGES	RESERVE FOR CERTIFICATION	
		C/R	
RCD FEE	<u>20.00</u>		
STAT CHG	<u>20.00</u>		
REC MGMT	<u>20.00</u>		
CROSS REF			
<b>TOTAL</b>		<u>60.00</u>	

THIS DOCUMENT WAS EXAMINED PURSUANT TO §315 REAL PROPERTY LAW

DENNIS J. SANT  
PUTNAM COUNTY CLERK

RESERVE FOR CLERK'S NOTES

1822

LIBER: 1822  
БЛІННІ КОПИЛІ 7 ПЕРШОГО  
ДЕМІСІ 1<sup>го</sup> СТУПЕНЯ  
РЕСЕТЬ: 1310

DEED - COMPLETION: 1822  
REEL: 1450

DEED - COMPLETION

ДОКУМЕНТИ 1822



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

THIS INDENTURE, made the 5<sup>th</sup> day of MAY, in the year 2010,

**BETWEEN**

**LAWRENCE M. DOWNEY**, having a mailing address at P.O. Box 115, Cold Spring, New York, 10516,

party of the first part, and

**3622 ROUTE 9, LLC**, a New York Limited Liability Company, having a mailing address at c/o Alan Feldstein, 627 South Main Street, New City, New York 10956,

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten Dollars (\$10.00) 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** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

**SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF**

**BEING** the same premises conveyed to the party of the first part by deed dated September 13, 2001 and recorded in the Office of the Putnam County Clerk on November 5, 2001 in Liber 1568, Page 245.

**BEING** the same premises known as 3622 Route 9, Philipstown, New York 10516.

**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 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 the 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 indenture so requires.

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

  
**LAWRENCE M. DOWNEY**

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of Westchester, ss:

On the 5<sup>th</sup> day of May in the year 2010, before me, the undersigned, personally appeared **LAWRENCE M. DOWNEY**

, 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 Signature

**SUSAN H. ACCETTA**  
Notary Public, State of New York  
No. 02AC05047917  
Qualified in Westchester County  
Commission Expires August 14, 2013

**ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS  
TAKEN IN NEW YORK STATE**

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_

(if the place of residence is in a city, include the street and street number if any, thereof, that he/she/they know(s))

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto

**ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE**

State of New York, County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2010, 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 Signature

**ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK  
STATE**

\*State of \_\_\_\_\_, County of \_\_\_\_\_, ss:

\*(Or insert District of Columbia, Territory, Possession or Foreign County)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, 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), 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, and that such individual make such appearance before the undersigned in the \_\_\_\_\_ (add the city or political subdivision and the state or country or other place the acknowledgement was taken).

**Bargain and Sale Deed  
With Covenants**

Title No.

**LAWRENCE M. DOWNEY  
TO  
3622 ROUTE 9, LLC**

**SECTION: 17**

**BLOCK: 1**

**LOT: 44**

**COUNTY OR TOWN: Putnam County  
STREET ADDRESS: 3622 Route 9  
Philipstown, NY 10516**

**RETURN BY MAIL TO:**

**STERN KEISER & PANKEN, LLP  
ATT: CYNTHIA GRUBIAK, PARALEGAL  
1025 WESTCHESTER AVENUE, SUITE 305  
WHITE PLAINS, NY 10604**

## SCHEDULE A

ALL that certain parcel of land, situate in the Town of Philipstown, County of Putnam and State of New York, that is known and designated as Parcel 2 on that certain "Subdivision Plat Prepared for Empire Swift Homes, Inc." dated May 30, 1988 and prepared by BADEY & WATSON, Surveying & Engineering, P. C., which map was filed October 5, 1989 as Map No. 2441, that is bounded and described as follows:

**BEGINNING** at a point on the southeasterly line of U.S. Route 9 where the said southeasterly line is intersected by the line dividing Parcel 1 from Parcel 2 on the said map, which point is distant S. 37-46-29 W. 236.37 feet as measured along the said southeasterly line of U.S. Route 9 from the point formed by the intersection of the said southeasterly line of U.S. Route 9 with the southwesterly line of East Mountain Road North, all as shown on the said filed map, said point being the northerly most corner of the herein described premises; thence from said point of beginning along the said division line between Parcel 1 and Parcel 2 as shown on the said map S. 59-10-43 W. 390.78 feet to a point in the line of lands formerly of O'Connor and now or formerly of Frisenda; thence southwesterly along the said Frisenda lands and along lands now or formerly of Bengis S. 29-17-23 W. 565.25 feet to a point in the center of a stone wall marking the northeasterly line of lands now or formerly of Forman; thence along the said stone wall and along the said northeasterly line of lands now or formerly of Forman the following courses: N. 57-41-07 W. 65.54 feet; N. 56-11-54 W. 149.95 feet; and N. 57-33-20 W. 48.42 feet to a point at the line of lands formerly of Roder and now or formerly of Jan Realty; thence along the said Jan Realty lands N. 37-46-29 E. 209.17 feet and N. 57-33-20 W. 209.17 feet to another point on the aforementioned southeasterly line of U.S. Route 9; thence northeasterly along the southeasterly line of U.S. Route 9 N. 37-46-29 E. 343.14 feet to the point or place of **BEGINNING**.

**TOGETHER** with an easement over that portion of the lands heretofore conveyed to John and Zeolla that is shown on the said map as 50 foot easement for common drive that is bounded and described as follows:

**BEGINNING** at a point on the southeasterly line of U.S. Route 9 where it is intersected by the line dividing Parcel 1 from Parcel 2 on the said map, which point is distant S. 37-46-29 W. 236.37 feet as measured along the said southeasterly line of U.S. Route 9 from a point formed by the intersection of the said southeasterly line of U.S. Route 9 with the southwesterly line of East Mountain Road North; thence from the said point of beginning northeasterly along the said southeasterly line of U.S. Route 9 N. 37-46-29 E. 53.42 feet to a point; thence leaving the said southeasterly line of U.S. Route 9 and running through Parcel 1 as shown on the said map first turning about and then on a curve to the left, the tangent of which bears S. 37-46-29 W., the central angle of which is 96-57-12, the radius of which is 25.00 feet for 42.30 feet and then S. 59-10-43 E. 68.72 feet and S. 30-49-17 W. 25.00 feet to a point on the division line between Parcel 1 and Parcel 2 as shown on the said map and on the northeasterly line of the hereinabove described premises; thence northwesterly along the said division line N. 59-10-43 W. 100.00 feet to the southeasterly line of U.S. Route 9 at the point or place of **BEGINNING**.

**SUBJECT** to an easement over that portion of Parcel 2 on the said map designated as 50 foot easement for common driveway, which easement is bounded and described as follows:

**BEGINNING** at a point on the southeasterly line of U.S. Route 9, which point is the northeasterly most corner of the herein described premises at which point the said southeasterly line of U.S. Route 9 is intersected by the line dividing Parcel 1 from Parcel 2 on the said map, which point is distant S. 37-46-29 W. 236.37 feet as measured along the said southeasterly line of U.S. Route 9 from the point formed by the intersection of the said southeasterly line of U.S. Route 9 with the southwesterly line of East Mountain Road North; thence from the said point of beginning along the said division line between Parcel 1 and Parcel 2 as shown on the said map S. 59-10-43 E. 100.00 feet to a point; thence through the said Parcel 2 and through the parcel herein described the following: S. 30-49-17 W. 25.00 feet and N. 59-10-43 W. 80.91 feet and then on a curve to the left, the central angle of which is 83-02-48, the radius of which is 25.00 feet for 36.24 feet to another point on the aforementioned southeasterly line of U.S. Route 9; thence northeasterly along the said southeasterly line of U.S. Route 9 N. 37-46-29 E. 47.32 feet to the point or place of **BEGINNING**.

