



443021196EASV

Control Number 443021196	WIID Number 2004302-000498	Instrument Type EAS
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**WESTCHESTER COUNTY RECORDING AND ENDORSEMENT PAGE
(THIS PAGE FORMS PART OF THE INSTRUMENT)
*** DO NOT REMOVE *****

THE FOLLOWING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

TYPE OF INSTRUMENT EAS - EASEMENT
 FEE PAGES 9 TOTAL PAGES 9

RECORDING FEES

STATUTORY CHARGE	\$0.00
RECORDING CHARGE	\$0.00
RECORD MGT. FUND	\$0.00
RP 5217	\$0.00
TP-584	\$0.00
CROSS REFERENCE	\$0.00
MISCELLANEOUS	\$0.00
TOTAL FEES PAID	\$0.00

MORTGAGE TAXES

MORTGAGE DATE	
MORTGAGE AMOUNT	\$0.00
EXEMPT	
COUNTY TAX	\$0.00
YONKERS	\$0.00
BASIC	\$0.00
ADDITIONAL	\$0.00
SUBTOTAL	\$0.00
MTA	\$0.00
SPECIAL	\$0.00
TOTAL PAID	\$0.00

TRANSFER TAXES

CONSIDERATION	\$0.00
TAX PAID	\$0.00
TRANSFER TAX #	8070

RECORDING DATE 02/25/2005
 TIME 16:56:00

SERIAL NUMBER
 DWELLING
 THE PROPERTY IS SITUATED IN
 WESTCHESTER COUNTY, NEW YORK IN THE:
 TOWN OF CORTLANDT

WITNESS MY HAND AND OFFICIAL SEAL

LEONARD N. SPANO
WESTCHESTER COUNTY CLERK

Record & Return to:
 METROPOLITAN TRANSPORTATION AUTHORITY
 347 MADISON AVE
 NEW YORK, NY 10017

DECLARATION OF EASEMENT AND AGREEMENT

THIS DECLARATION OF EASEMENT AND AGREEMENT, made on the 8th day of OCTOBER, 2004, by and between the Village of Croton-on-Hudson, New York (hereinafter referred to as "Grantee") and Metropolitan Transportation Authority ("MTA"), acting by and for its subsidiary, Metro-North Commuter Railroad Company ("Metro-North") (hereinafter collectively referred to as "Grantor").

WITNESSETH:

WHEREAS, Grantor is the lessee of certain real property situate, lying and being in the Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester, State of New York, known and designated as Croton Harmon Railroad Yard ("Harmon Yard"); and

WHEREAS, Grantor desires to grant an easement in favor of Grantee, and its successors and assigns, across a portion of Grantor's property located between the Grantor's Harmon Lagoon and the Grantee's Railroad 1 Landfill for use as a secondary access road for the Discovery Cove and Half Moon Bay condominium developments and a public bicycle and pedestrian trail, as shown on the attached survey and metes and bounds description ("Attachment A").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Grantor hereby grants an easement in favor of Grantee over the "Easement Area," as more particularly described on Attachment A, which is attached hereto and made a part hereof," subject to the following terms and conditions:

1. **Definitions.** Certain capitalized terms shall have the following meanings:
 - (a) "Declaration" shall mean and refer to this instrument.
 - (b) "Easement Area" shall mean and refer to that area shown and described on Attachment A annexed hereto.

2. Declaration of Easement. The Grantor hereby grants an easement to Grantee, its successors and assigns over the Easement Area, upon which a paved macadam secondary access road for use by the Discovery Cove and Half Moon Bay condominium developments and a public bicycle and pedestrian trail will be constructed.

3. Construction and Design. In consideration of the Easement described and referred to in Section 2 of this Declaration, the Easement shall be conveyed subject to the following:

The secondary access road and the bicycle and pedestrian trail will be constructed in accordance with the design approved by Metro-North in connection with the Entry Permit between Spectrum Communities and Metro-North dated July 1, 2004.

4. Duration. The easement created by this Declaration shall expire on February 28, 2274,* run with the land until it expires and bind all owners of Harmon Yard, their respective successors, heirs, executors, administrators, personal representatives and assigns during the duration of said easement.

5. Maintenance. Grantee, its successors, or assigns agrees to maintain or cause to be maintained said secondary access road and bicycle and pedestrian trail and fence in good condition during the duration of the easement, and shall promptly repair any damage to said installations during the duration of the easement.

6. Indemnification. Grantee, its successors, or assigns indemnifies, and agrees to hold Grantor harmless from and against any and all claims, damages, causes of action, judgments and awards that may arise as a result of Grantee's use and enjoyment of this easement during the duration of the easement. This indemnity shall bind Grantee and its successors and assigns during the duration of the easement.

7. Enforcement. The Parties shall have the right to enforce this Declaration by any proceeding at law or in equity against any person or persons violating or attempting to violate this Declaration, to restrain said violation, to require specific performance and/or to recover damages, and to recover any legal fees incurred in

connection with such proceeding. Failure by either Party to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter.

8. Amendment. This Declaration may not be amended except in a writing signed by the Grantor and Grantee or their successors or assigns.

9. Notices. All notices under the terms of this Easement shall be in writing, signed by a duly authorized representative of the party giving such notices, and shall be sent by certified or registered mail - return receipt requested, over-night mail, or by hand to the addresses as follows:

If to Grantee:

Metropolitan Transportation Authority
347 Madison Avenue 8th Floor
New York, NY 10017
Attention: Director of Real Estate

With a copy to:

Metro-North Commuter Railroad Company
c/o Metropolitan Transportation Authority
347 Madison Avenue New York, NY 10017
Attention: General Counsel

If to Grantor:

Village of Croton-on-Hudson
Municipal Building
1 Van Wyck Street
Croton-on-Hudson, New York 10520
Attention: Village Manager

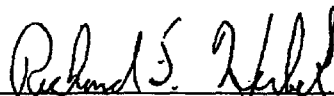
Or otherwise as either party may direct in writing from time to time. All Notices hereunder shall be deemed received (and any time period measured by the giving of Notice shall commence) (i) upon delivery, if personally delivered or sent by overnight courier, or (ii) one day after mailing if given by registered or certified mail.

10. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect the validity of any other provision, which shall remain in full force and effect.

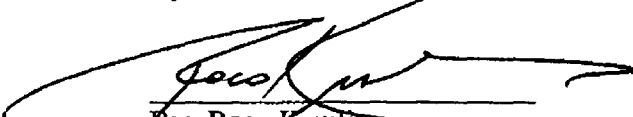
11. Singular and Plural Form. Whenever the sense of this Declaration may make it necessary or appropriate, any singular word or term used herein shall include the plural and any masculine word or term shall include the feminine and/or neuter genders and visa versa.

IN WITNESS WHEREOF, the Parties has executed this instrument, intending that the same be recorded in the Office of the Clerk of the County of Westchester, Division of Land Records, on the day and date first above mentioned.

VILLAGE OF CROTON-ON-HUDSON

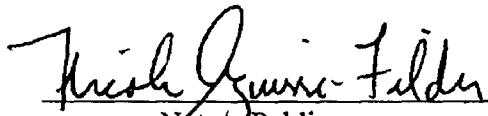

By: Richard F. Herbek
Its: Village Manager

**METRO-NORTH COMMUTER RAILROAD COMPANY
By: METROPOLITAN TRANSPORTATION AUTHORITY**


By: Roco Krsulic
Its: Director of Real Estate

STATE OF NEW YORK, COUNTY OF NEW YORK ss:

On the 8 day of October 2004 before me, the undersigned, a notary public in and for said state, personally appeared Roco Krsulic 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

NICOLE AGUIRRE-FILDER
Notary Public, State of New York
No. 01AG6050876
Qualified in Westchester County
Commission Expires in November 13, 20 06

STATE OF NEW YORK, COUNTY OF WESTCHESTER ss:

On the 28th day of Sept., 2004 before me, the undersigned, a notary public in and for said state, personally appeared Richard F. Herbek 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.

Margaret Keesler
Notary Public

MARGARET KEESLER
Notary Public, State of New York
No. 01KE5050950
Qualified in Westchester County
Commission Expires October 23, 20 05

DESCRIPTION OF A PARCEL OF PROPERTY LOCATED IN THE VILLAGE OF CROTON-ON-HUDSON, TOWN OF CORTLANDT, COUNTY OF WESTCHESTER, STATE OF NEW YORK.

ALL that certain piece or parcel of land situate, lying and being located in the Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester, State of New York more particularly bounded and described as follows:

BEGINNING at a point on the division line between property now or formerly Metropolitan Transportation Authority on the east and property now or formerly County of Westchester on the west, said point being distant 364.42 feet southerly as measured on the following courses and distances: S. 33° 32' 06" W. 203.39 feet and S. 11° 00' 42" E. 161.03 feet to point of beginning, said latter point being the southeast corner of Condo No. 5 as shown on a map entitled "Subdivision Map prepared for Croton River Club Inc." dated Mar. 17, 1987 and filed in the Westchester County Clerk's Office (Division of Land Records) on Oct. 30, 1987 as Map No. 22999; running thence from said point of beginning along the perimeter of the herein described Easement Area on a curve to the left having a radius of 100.00 feet, an arc length of 128.80 feet to a point, thence N. 84° 48' 28" W. 75.08 feet and N. 11° 00' 42" W. 75.08 feet to the point and place of beginning.

Containing 1,068 sq. ft., more or less

May 19, 2004

45077mta-esmt.ms

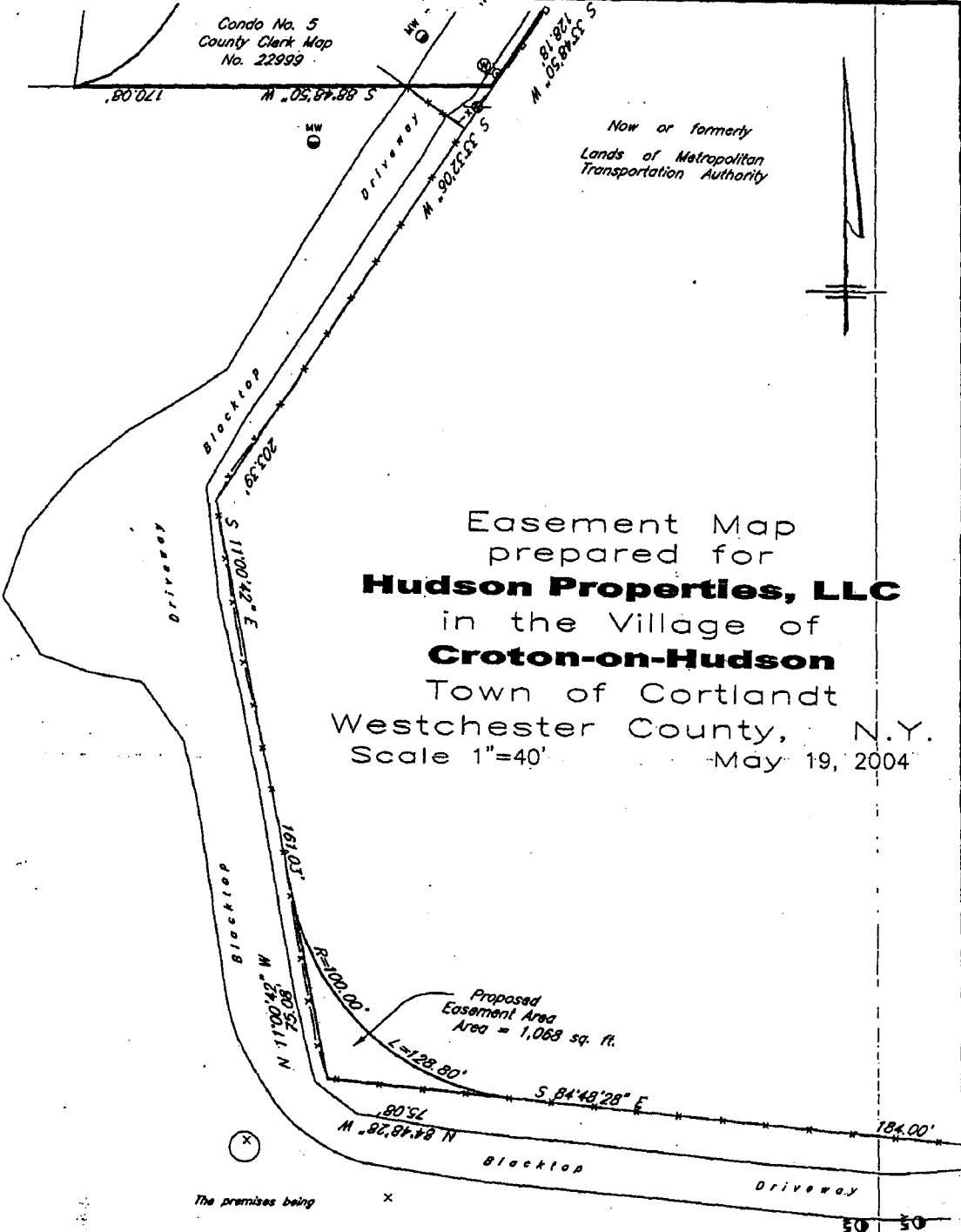
Exhibit A

Page 1 of 2

Condo No. 5
County Clerk Map
No. 22999

Now or formerly
Lands of Metropolitan
Transportation Authority

Easement Map
prepared for
Hudson Properties, LLC
in the Village of
Croton-on-Hudson
Town of Cortlandt
Westchester County, N.Y.
Scale 1"=40' May 19, 2004



The premises being

Unauthorized alterations or additions to a survey map is a violation of section 7209, sub-chapter 2, of the New York State Education Law.

Only copies of the original survey marked with the land surveyor's tested or embossed seal shall be considered a true and valid copy.
Copyright (c) 2004 Ward Carpenter Engineers, Inc. All Rights Reserved.

William H. Free Jr. Senior V.P.
Ward Carpenter Engineers, Inc.
76 Mamaroneck Avenue
White Plains, N.Y. 10601

Job # 45077

File # E:/Jobs/42120/1:/Jobs/98/37097.dwg

Exhibit A

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