

VILLAGE OF MASTIC BEACH
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a public hearing will be held by the Board of Trustees of the Village of Mastic Beach on January 13, 2015 at 7:00 pm at William Paca Middle School, 338 Blanco Drive, Mastic Beach, New York 11951, regarding the filing by the Building Inspector of a report containing his findings and recommendations regarding certain structures situate on premises on 59 Washington Drive, Mastic Beach, New York designated by Tax Map No. 0209-027.00-05.00-052.000 reputedly owned by Satwinder Singh & Coco Singh Panesar in which said report finds that the structure is unsafe and dangerous to the public and recommends its immediate demolition and removal.

Any resident of the Village of Mastic Beach is entitled to be heard at such public hearing.

By order of the Board of Trustees of the Village of Mastic Beach, dated December 16, 2014.

Susan F. Alevas, Esq.
Village Clerk

LaCORTE EQUIPMENT

LaCorte Farm & Lawn Equip

522 Edwards Avenue • Calverton,

631-727-8700 • Fax: 631-727

www.LaCorteEquipment.com

Federal Tax ID # 11-3478517

ATTACHMENT #11

JOHN DEERE

Ship To: INC. VILLAGE OF MASTIC BE
369 NEIGHBORHOOD ROAD
MASTIC BEACH NY 11951

Invoice To: INC. VILLAGE OF MASTIC BEACH
369 NEIGHBORHOOD ROAD
MASTIC BEACH NY 11951

Branch 01 - CALVERTON		
Date 01/12/2015	Time 14:57:27 (O)	Page 1
Account No. INCVI002	Phone No. 6312812326	Estimate No. 001911
Ship Via	Purchase Order	
		Salesperson 005

ESTIMATE EXPIRY DATE: 02/11/2015

PARTS ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
-------	-------------	-----	-------	--------

SOLID TIRES COME ALREADY MOUNTED ON WHEELS
IF SOLID TIRES ARE ORDERED IN SETS OF 4 TOTAL,
THERE IS NO SHIPPING

TIRE OPTIONS REQUESTED BY CUSTOMER
ALL PRICES FOR OUR CALVERTON STORE

SW141756465R	Tire And Rim As	2	1094.98	2189.96
SW141756465L	Tire And Rim As	2	1094.98	2189.96
			Subtotal:	4379.92
			Tax:	.00
			TOTAL:	4379.92

Authorization: _____

FOR SETTLEMENT PURPOSES ONLY; NOT TO BE USED IN ANY LITIGATION;
DOES NOT CONSTITUTE AN ADMISSION BY ANY PARTY; NOT IN ANY WAY
BINDING ON ANY PARTY

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
INCORPORATED VILLAGE OF MASTIC BEACH,

Plaintiff,

Index No. 09188/11

-against-

STIPULATION OF
SETTLEMENT

MASTIC BEACH PROPERTY OWNERS
ASSOCIATION, INC.,

Defendant.

-----X

WHEREAS, the INCORPORATED VILLAGE OF MASTIC BEACH
("Village") filed the above-captioned lawsuit seeking *inter alia*, declaratory and equitable relief
against Defendant MASTIC BEACH PROPERTY OWNERS ASSOCIATION, INC.
("MBPOA") (Village and MBPOA collectively "Parties"), pursuant to a 1940 Deed (hereinafter the
"Deed") transferring certain waterfront property in Mastic Beach (hereinafter the "Property") from
the Home Guardian Company of New York to the MBPOA, which is attached hereto as Exhibit "A";
and

WHEREAS, the Parties are in dispute as to whether certain language in the Deed
requires the MBPOA to transfer the Property to the Village; and

WHEREAS, the Parties have each filed pleadings, amended pleadings, and two
motions for summary judgment; and

WHEREAS, the Court has denied all motions for summary judgment; and

WHEREAS, in order to add finality to the disputed issues and avoid the expense of
legal fees, the Parties desire to settle the matter; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and Stipulations contained herein, the Parties hereby stipulate and agree as follows:

1. Simultaneously, upon execution of this Stipulation, the Parties shall execute General Releases annexed hereto as Exhibits "B" and "C" and the Stipulation of Discontinuance discontinuing the action with prejudice annexed hereto as Exhibit "D". The Parties shall exchange all fully executed documents and the Village shall file the Stipulation of Discontinuance with the Court.

2. Simultaneously, upon execution of this Stipulation, the MBPOA shall execute the Deed, attached hereto as Exhibit "E", transferring to the Village all those portions of the Property known as Marina 5 and the Waterfront (the "Village Property") and more particularly described in Exhibit "E". The MBPOA, and its successors and assigns, release and waive any and all past, present, and future claims of ownership or possession of the Village Property.

3. The Village, and its successors and assigns, release and waive any and all past, present, and future claims of ownership or possession arising from the Deed, for those portions of the Property known as Marina 1 (including the parking area, and land running along the fence for approximately 200 feet) and the Clubhouse (the "MBPOA Property") and more particularly described in Exhibit "F".

4. The Waterfront property received by the Village from the MBPOA shall be dedicated and maintained as parkland in perpetuity pursuant to the laws of the State of New York for use as a marina, boat slips, beaches, access to the water, and similar recreational purposes, and, those docks contained within the Pattersquash Creek section of the

Waterfront shall be made available by the Village to those individuals that maintained the right to rent and utilize those docks as distributed by the MBPOA as of the date of this Stipulation. Such priority access shall be exercised only in accordance with applicable Village regulations, and provided the docks are maintained in compliance with all applicable codes and regulations. Such priority access is non-assignable.

5. The boat slips adjacent to Marina 1 that have been utilized by the MBPOA, but which rest on Village property, and the pump-out station/utility shed on Elm Road which is located within the right of way of the road, shall be leased to the MBPOA under a fifty (50) year net lease, for \$120 per year, for the MBPOA's use, on a triple-net basis, with the MBPOA responsible for all maintenance and insurance as current with the MBPOA current practices for maintenance and insurance required by the Village.

6. The Village agrees to withdraw its prosecution of the alleged outstanding zoning violations asserted against the MBPOA, subject to the permission of the Village Justice. The Village shall withdraw its stop work orders and the required variances shall be issued by the Village to bring the disputed violations up to code and the Village recognizes the MBPOA Property as a non-conforming use and entitles the MBPOA to maintain and improve its Property as a marina, access to water, etc. The Village will issue to the MBPOA a certificate of existing use.

7. The Parties hereby waive, all claims for damages, attorneys fees, costs and equitable relief, relating to this lawsuit except as expressly set forth herein. The release shall not release the rights of each Party to enforce the terms of this Stipulation of Settlement.

8. The Village agrees that should it receive funds from an insurance company, governmental entity, or a not-for-profit entity, and such funds are specifically designated for

the repair, maintenance, renovation, or construction of a facility, grounds, utility connection, parkland or structure on the MBPOA Property more particularly described in Exhibit F, the Village will transfer those directly attributable funds to the MBPOA to the extent that such a transfer is legal and permissible under the terms of the transfer or grant to the Village and any applicable law. The MBPOA, and its successors and assigns, waive and release any claim, suit, or cause action for funds received by the Village but not expressly designated for the MBPOA Property described in Exhibit F.

4. 9. here are no third-party beneficiaries of this Agreement and the Parties have not assigned any claims or potential claims associated with this lawsuit. This Stipulation shall be binding upon the Parties, their heirs, assigns, executors, transferees, administrators and successors in interest.

10. It is understood that nothing in this Stipulation is intended to inure or be construed in any manner as an admission by any of the Parties hereto of any particular interpretation of the Deed, or of any liability, wrongdoing, and violation of law or unlawful conduct whatsoever. The Parties have entered into this Stipulation only to avoid further expense, inconvenience and litigation. Neither this Stipulation, nor any of its provisions shall be offered or received in evidence in any action or proceeding by the Parties hereto, except an action or proceeding between them to enforce its terms.

11. Notwithstanding any releases set forth in this Stipulation, the Parties retain their right to enforce the terms of this Stipulation.

12. This Stipulation embodies the entire Stipulation and understanding between the Parties hereto with respect to the subject matter hereof and may not be changed, waived, discharged

or terminated unless by an instrument in writing signed by the Parties against which enforcement of such change, waiver, discharge or termination is sought

13. All Parties represent and warrant that they have not directly or indirectly assigned, encumbered, conveyed or otherwise transferred any interest in any action, suit, debt, claim or demand in whole or in part intended to be released or discharged by this Stipulation.

14. The MBPOA represents and warrants that prior to its execution of this Stipulation, it has not directly or indirectly assigned, encumbered, conveyed or otherwise transferred any interest in the Property or any portion thereof. MBPOA agrees to indemnify and hold the Village harmless against any and all claims against the property that rise from acts prior to the transfer including, but not limited to, attorneys' fees.

15. This Stipulation is complete and is the only Stipulation of the Parties relating in any way to the subject matter hereof. No statements, promises or representations have been made by any party to any other or relied upon by any party and no consideration has been offered, promised, accepted or held out other than as may be expressly provided herein and/or other documents referenced herein.

16. In the event that any one or more of the provisions of this Stipulation is held void, voidable, invalid, illegal, or unenforceable for any reason, then said provision shall be deemed to be severed and removed from this Stipulation and the remainder of this Stipulation shall remain in full force and effect as if said provision(s) had never been contained herein.

17. To induce each of the other Parties to enter into the Stipulation, each of the Parties represent and warrant, to the extent applicable to each such party, as follows:

- a. That no statements or representations made by or on behalf of any of

the Parties to the Stipulation, except as specifically recited in the Stipulation, have influenced, induced or caused the Parties to make this settlement and to execute the Stipulation;

b. That only representations contained in the Stipulation, and no others, shall be admissible to establish the execution or inducement of the Stipulation;

c. That each of the undersigned has read and understands the Stipulation in its entirety;

d. That each of the undersigned has been represented by and/or has had the

opportunity to consult with an attorney in connection with the negotiation, drafting and execution of the Stipulation;

e. That the Stipulation has been jointly drafted by all of the Parties, and that in the event of any dispute, no party will have any right to argue any rule of construction or interpretation against any other party claiming the benefit or detriment of being a draftsman; and

f. That each of the Parties is authorized to sign the Stipulation in the capacity and manner set forth below. Attached as Exhibit G are resolutions from the Parties authorizing the signatories to execute this Stipulation.

18. This Stipulation shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to Stipulations made to be performed entirely within such State, without regard to the conflicts of law principles of such State. The Parties hereby irrevocably and unconditionally consent to personal jurisdiction and venue in the County of Suffolk, State of New York, for purposes of any suit, action or proceeding for the purpose of

enforcing the Stipulation.19. This Stipulation may be signed in counterparts and transmitted via facsimile and/or e- mail, and if so transmitted and signed, same shall constitute an originally signed Stipulation for all purposes.

Dated: November , 2014

**INCORPORATED VILLAGE OF
OWNERS MASTIC BEACH**

**MASTIC BEACH PROPERTY
ASSOCIATION, INC.**

William Biondi, Mayor

By: _____
Catherine Kobasiuk, President

EGAN & GOLDEN, LLP
Attorneys for Plaintiff

MILBER MAKRIS PLOUSADIS & SEIDEN, LLP
Attorneys for Defendant

By: _____
Brian T. Egan, Esq.
96 South Ocean Avenue
Patchogue, New York 11772
631.447.8100

By: _____
Patrick F. Palladino, Esq.
1000 Woodbury Road, Suite 402
Woodbury, New York 11797
516.712.4000

Exhibit List

- Exhibit A** Deed dated July 30, 1940, and recorded on August 9, 1940 (Liber D00002115, Page 100), conveying the Property from the Home Guardian Company of New York to the MBPOA subject to certain covenants running with the land.
- Exhibit B** General Release releasing the MBPOA from any and all claims held by the Village. The Village shall execute the General Release simultaneously with the execution of this Stipulation.
- Exhibit C** General Release releasing the Village from any and all claims held by the MBPOA. The MBPOA shall execute the General Release simultaneously with the execution of this Stipulation.
- Exhibit D** Stipulation of Discontinuance discontinuing with prejudice the action captioned *Incorporated Village of Mastic Beach v. Mastic Beach Property Owners Association, Inc.*, Index No. 09188/2011.
- Exhibit E** Deed transferring to the Village those portions of the Property known as Marina 5 and the Waterfront (the "Village Property") and more particularly described within the Deed. Exhibit E is to be executed by the MBPOA simultaneously with the execution of this Stipulation.
- Exhibit F** A metes and bound description of those portions of the Property known as Marina 1 and the Clubhouse (the "MBPOA Property").
- Exhibit G** Resolutions from the Board of Trustees of the Village of Mastic Beach and the Board of Directors of the Mastic Beach Property Owners Association, Inc. authorizing the signatories to execute this Stipulation and its Exhibits on behalf of their respective entities.

2115 (10)

THIS INDENTURE, made the 30th day of July, Nine-
teen Hundred and Forty, between

HOME GUARDIAN COMPANY OF NEW YORK, a domestic
corporation having its principal place of business at 17 West
56th Street, in the Borough of Manhattan, City, County and
State of New York, party of the first part, and

MASTIC BEACH PROPERTY OWNERS ASSOCIATION INC.

A Corporation duly organized under the Laws of the State of
New York, and having its principal office at Mastic Beach,
in the Town of Brookhaven, County of Suffolk, State of New
York, Party of the second part;

W I T N E S S E T H :

That the party of the first part, in consideration
of the sum of ONE (1.00) DOLLAR, lawful money of the United
States, and other good and valuable considerations, paid by
the party of the second part, does hereby grant and release
unto the party of the second part, its successors and
assigns forever, A L L those certain pieces or parcels of
land situated and being in the TOWN OF BROOKHAVEN, COUNTY OF
SUFFOLK, and STATE OF NEW YORK, and described as follows,
to wit:

Lots Nos:- 3583, 3584, 3585, 3586, 3587,
and the westerly eleven (11) feet of lot
3588 adjoining 3587, TOGETHER WITH CLUBHOUSE
located thereon, as designated and delineated

on the map entitled:- "Map of Mastic Beach, Suffolk County,
Long Island, New York", and filed in the Suffolk County
Clerk's Office on the 3rd day of June, 1926, File No. 1004.

ALSO the land shown as "PARK" on the said "Map of
Mastic Beach", and more particularly described as follows:-

PARCEL #1 BEGINNING at the northeasterly corner of lot number 5753, as shown on said "Map of Mastic Beach" and thence running in a southerly and southwesterly direction along the rear line of lots 5753 to 5762 to the northeasterly corner of lot number 5769; thence in a southerly direction along the rear of lots 5769 to 5785 to the southeasterly corner of lot number 5785, all as shown on said map; thence along the southerly line of said lot, 100 feet to the outside line of Riviera; thence along the outside line of Riviera its different courses and distances to its intersection with the southerly line of lot number 749; thence along said southerly line of lot number 749 and its extension, South 49° 04' West to the Creek forming the westerly boundary of said "Map of Mastic Beach"; thence along the highwater mark of said Creek in a southerly direction to the highwater mark of the Great South Bay; thence along the highwater mark of the Great South Bay in a northeasterly, northerly, easterly, southerly, southeasterly and northeasterly direction to its intersection with the highwater mark of the Creek forming the easterly boundary of said Map of Mastic Beach; thence along the highwater mark of said Creek in a northerly direction to a point located on a course of North 78° 35' East from the Northeast corner of the above mentioned lot number 5753; thence South 78° 35' West to the point or place of beginning. Including all the right, title and interest, if any, in and to the lands under the waters of the Lagoon, which lie between the two sides of the Riviera, the southerly side of Elm Road, and the southerly boundary of land acquired by the party of the first part.

PARCEL #2 ALSO all right, title and interest of the party of the first part, if any in and to land lying between the rear line of lots 5590 to 5753 inclusive, as shown on the "Map of Mastic Beach", and the stream forming part of the easterly boundary of the said map, together with all right, title and interest, if any, of the party of the first part in and to the bottom of said stream.

PARCEL #3 AND ALSO all right, title and interest of the party of the first part, if any, in and to the land between the rear line of Lots 704, 703, 702, 689, 690, Cottonwood Place, Lots 663, 646, Earley Place, Lots 620, 607 to 611, Arbutus Place, Lots 588, 576, 577, 578, 579, as shown on said "Map of Mastic Beach, and the stream adjoining the same, together with all right, title and interest of the party of the first part, if any, in and to the bottom of said stream.

ALSO all those tracts or parcels of land designated as "PARK" and shown on the map entitled:- "Second Map of

Map 2115 - 1112
Mastic Beach, Suffolk County, Long Island, New York," and
filed in the Suffolk County Clerk's Office on the 29th day of
June, 1926, File No. 180, and more particularly described as
follows:

- PARCEL #1 Bounded on the North by lands now or formerly
of Augustus Floyd; East by Alder Drive and South-
westerly by Mastic Beach Road.
- PARCEL #2 Bounded Northeasterly by Mastic Beach Road;
Southerly by Northerly line of lot number 5786;
and westerly by the westerly line of the "Second
Map of Mastic Beach".
- PARCEL #3 Bounded Northeasterly by Mastic Beach Road;
Southerly by Pine Road and Westerly by Beaver
Drive.

ALSO all those certain tracts or parcels of land
designated as "PARK" and shown on the map entitled:- "Third
Map of Mastic Beach, Suffolk County, Long Island, New York",
and filed in the Suffolk County Clerk's Office on the 11th
day of November, 1926, as Map No. 626, and more particularly
described as follows:-

- PARCEL #1 BOUNDED on the north by the southerly line of
West Cedar Road; East by a line 100 feet westerly
of and parallel to the westerly line of West
Drive as shown on said "Third Map of Mastic Beach;"
South by the northerly line of West Dogwood Road
and West by the highwater mark of Pattersquash
Creek and lands now or formerly of the Estate of
Christopher Roberts.
- PARCEL #2 BEGINNING at the intersection of the southerly
line of West Dogwood Road with the highwater mark
of Pattersquash Creek; thence running along said
southerly line of West Dogwood Road North 79°
33' 40" East to the westerly line of Riviera;
thence along the said westerly line of Riviera
its different courses and distances to its inter-
section with the outside line of Point Breeze
Drive; thence along said outside line of Point
Breeze Drive in a southwesterly, southeasterly and
northeasterly direction to the westerly line of
Riviera; thence along said westerly line of
Riviera to the highwater mark of the creek form-
ing the easterly boundary of said "Third Map of
Mastic Beach"; thence along said highwater mark
in a southerly direction to the Great South Bay;
thence along the highwater mark of the Great

Map 1115 of 1111
South Bay and Pattersquash Creek in a northerly direction to the point or place of beginning. EXCEPTING, HOWEVER, from the above described parcel lots 7085 to 7089 as shown on said "Third Map of Mastic Beach."

PARCEL #3 Bounded Northeasterly by Knapp Road; Southerly by West Aspen Road and Westerly by Magnolia Drive.

PARCEL #4 Bounded northerly by West Aspen Road; Easterly by Locust Drive and Southwesterly by Knapp Road.

AND also all those certain lots, pieces or parcels of land designated as lots numbers 8882, 8883, 8884, 8885 and 8886 as shown on said "Third Map of Mastic Beach", to be used for and as a Playground, Recreation Field, or for any purpose for the use and benefit of lot owners at Mastic Beach.

ALSO all those certain tracts or parcels of land designated as "PARK" and shown on the "Fourth Map of Mastic Beach, Suffolk County, Long Island, New York", and filed in the Suffolk County Clerk's Office on the 26th day of July, 1927, File No. 653, and more particularly described as follows:

PARCEL #1 BEGINNING at a point in the southerly line of Violet Road, said point being distant 50 feet on a course South 10° 26' 20" East from the southeasterly corner of lot number 11682 as shown on said map; thence running South 10° 26' 20" East to the highwater mark of Great South Bay; thence along said highwater mark of Great South Bay and pattersquash Creek in an easterly, southerly, easterly and northerly direction to the southerly line of Dogwood Road West; thence along said southerly line of Dogwood Road West to the outside line of the Riviera as shown on said map; thence along the said outside line of the Riviera until it meets or merges with the southerly line of Violet Road; thence continuing along said southerly line of Violet Road to the point or place of beginning.

PARCEL #2 A Triangular plot of ground formed by the intersection of VIOLET ROAD, RIVIERA and DIANA DRIVE.

ALSO all those certain tracts or parcels of land designated as "PARK" and shown on the "Fifth Map of Mastic Beach, Suffolk County, Long Island, New York", and filed in

2415 1011
the Suffolk County Clerk's Office on the 2nd day of September, 1930, File No. 1005, and more particularly described as follows:-

PARCEL #1 BEGINNING at the intersection of the southerly line of Riviera with the westerly line of the "Fifth Map of Mastic Beach"; thence southerly from said point along a course which bears South $1^{\circ} 23' 20''$ West to the highwater mark of the Great South Bay; thence along the high water mark of the Great South Bay and the Yacht Basin entrance northerly, easterly and northeasterly to the southerly side of lot Number 1; thence along the southwesterly line of lot number 1 to the southerly line of the Riviera; thence along the southerly side of the outside line of the Riviera to the point or place of beginning. Also the areas between the rear lines of lots 24 to 27, 30 to 35, 52 to 55 and the southerly side of the entrance to the Yacht Basin; and the area between the Riviera and the Yacht Basin Entrance, bounded northeasterly by lot 58 and westerly by lot 59; and the area between the Yacht Basin Entrance and the rear line of lots 59 to 65; and the area between the outside line of the Riviera and the Yacht Basin from the westerly line of lot number 65, by, with, along and around said Riviera and Yacht Basin to the westerly side of lot number 66; and the areas between the Yacht Basin Entrance and the rear line of lots 72 to 75 and lots 82 to 89. TOGETHER with all right, title and interest of the party of the first part, if any, in and to the lands lying under the waters of the Yacht Basin and entrance thereto.

PARCEL #2 A Triangular Plot of ground formed by the intersection of Riviera, Park Place and Huntington Drive, all as shown on said map.

ALSO all that certain tract or parcel of land designated as "PARK" and shown on the "Tenth Map of Mastic Beach, Suffolk County, Long Island, New York", and filed in the Suffolk County Clerk's Office on the 17th day of June, 1938, File No. 1260, and more particularly described as follows:-

PARCEL #1 BEGINNING at a point on the circumference of the turnaround at the southerly end of Jefferson Drive, as shown on the "Tenth Map of Mastic Beach", said point being South $13^{\circ} 24' 50''$ East 50 feet from the center of the said turnaround; thence in a generally northwesterly direction along the circumference of the said turnaround, curving to the right, with a radius of 50 feet, a central angle of $103^{\circ} 07' 30''$, a distance of

59.993 feet to a point of reverse curvature; thence still in a generally northwesterly direction along a curve to the left with a radius of 20 feet, a central angle of $49^{\circ} 59' 40''$, a distance of 17.451 feet to a point in the southwesterly line of Jefferson Drive; thence along the said southwesterly line of Jefferson Drive North $50^{\circ} 17' 00''$ West 1.381 feet; thence South $39^{\circ} 43' 00''$ West 225.0 feet to a point; thence South $50^{\circ} 17' 00''$ East 27 feet plus or minus to the Highwater line of Great South Bay; thence in a generally north-easterly direction along the said Highwater Line of Great South Bay 285 feet plus or minus to a point in the said Highwater Line; thence North $13^{\circ} 24' 50''$ East 31 feet plus or minus to the point or place of beginning.

ALSO all the right, title and interest of the party of the first part, if any, in and to all the Streets, Roads, Avenues and Drives as shown on "Map of Mastic Beach," "Second Map of Mastic Beach"; "Third Map of Mastic Beach"; "Fourth Map of Mastic Beach"; "Fifth Map of Mastic Beach"; described above, and as shown on the following maps:-

"Sixth Map of Mastic Beach, Suffolk County, Long Island, New York", and filed in the Suffolk County Clerk's Office on the 10th day of November, 1932, File No. 1105.

"Seventh Map of Mastic Beach, Suffolk County, Long Island, New York", and filed in the Suffolk County Clerk's Office on the 24th day of March, 1937, File No. 1228.

"Eighth Map of Mastic Beach, Suffolk County, Long Island, New York", and filed in the Suffolk County Clerk's Office on the 24th day of March, 1937, File No. 1229;

ALSO all the right, title and interest of the party of the first part, if any, in and to all the streets, roads, Avenues and drives, excepting those designated as proposed, as shown on the following map:-

"Ninth Map of Mastic Beach, Suffolk County, Long

2115 20 1111
Island, New York", and filed in the Suffolk County Clerk's Office on the 17th day of June, 1938, File No. 1259.

AND ALSO all the right, title and interest of the party of the first part, if any, in and to those certain streets, roads, avenues and drives, as shown on the "Tenth Map of Mastic Beach", described as follows:- DOGWOOD ROAD, CHESTNUT PLACE, DELL PLACE, ELM ROAD, ELFIN PLACE, FAWN PLACE, POLK DRIVE, JEFFERSON DRIVE, FOREST ROAD, GROVE ROAD from JEFFERSON DRIVE WEST TO BOUNDARY OF "Tenth Map of Mastic Beach", MONROE DRIVE from Grove Road north to Boundary of said Map; LAFAYETTE DRIVE between Grove Road and Elm Road, MCKINLEY DRIVE from Forest Road North to Boundary of said map.

TOGETHER with all the river, stream and water front rights of the party of the first part, if any, and all right, title and interest, if any of the party of the first part in and to lands lying under water of any streams, lagoons, basins or other bodies of water shown on any of said maps of Mastic Beach, except as shown on the "Tenth Map of Mastic Beach".

The right, title and interest in the roads, streets, avenues, and drives is subject to the right of the party of the first part, which right is hereby reserved to allow the erection, installation and maintenance within the beds or at the sides of said streets, roads, avenues and drives of water, gas pipes, mains, valves, etc., as well as telephone and telegraph poles, lines and necessary equipment for the transmission of electricity.

Subject also to the restrictions, easements and rights of way of record and the restrictions, conditions and covenants hereinafter expressed. And also subject to the

Building Zone Ordinances of the Town of Brookhaven, Suffolk
County, New York

THIS CONVEYANCE is made upon the express covenant and condition to which the grantee Association by the acceptance of this deed agrees that it will pay all taxes and assessments levied, imposed or assessed upon the lands hereby conveyed and the buildings thereon erected within the time that any such tax or assessment shall be payable without penalty.

The said Association will at all times keep and maintain the said Clubhouse for the use and benefit of the members of the said grantee Association as a clubhouse, social centre or for general recreational purposes, and will at all times keep and retain for the benefit of the lot owners of Mastic Beach the park areas hereinbefore described, subject however, to such rules and regulations concerning the use thereof, as the said grantee Association may provide.

The grantee Association will at all times keep and retain for the benefit of the lot owners of Mastic Beach the streets, roads, avenues and drives above mentioned, except that the grantee may convey or dedicate to any municipal corporation formed or to be formed the said streets, roads, avenues and drives or any parts thereof for use and maintenance as public, state, county, town or village streets, roads or highways.

Upon the formation of an incorporated village of Mastic Beach, the grantee Association agrees that it will convey or dedicate without consideration to the said Village, such part of the within described property as may be included

within the corporate limits of such Village, subject to a covenant and agreement, however, that any premises so conveyed will be kept and maintained for the use and benefit of the residents of such Village.

The said Association will not without the written consent of the party of the first part sell, transfer or otherwise dispose of the said real property, or mortgage, pledge or otherwise encumber the same or any part thereof, except that it may convey or dedicate land included within any street, road, avenue or drive for use as a public road or highway without the consent of the party of the first part.

The covenants and conditions above stated shall be deemed to be covenants running with the land with the right of re-entry to the party of the first part, its successors or assigns for the breach of any covenant affecting any particular parcel herein described, provided however, that such right of re-entry shall not be available against any municipal corporation or sovereign authority.

2115 109

IN WITNESS WHEREOF, the said party of the first

part has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and sealed with its Corporate Seal the day and year first above written.

Signed, sealed and delivered in the presence of:- (LS) HOME GUARDIAN COMPANY OF NEW YORK

By [Signature] President.

M. Marquette

STATE OF NEW YORK } SS:
COUNTY OF NEW YORK }

On this 30th day of July, Nineteen Hundred and Forty, before me came WARREN SMADBECK, to me known, who being by me duly sworn, did depose and say that he resides at 399 Park Avenue, New York City, New York, that he is President of the HOME GUARDIAN COMPANY OF NEW YORK, the 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 said corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

RECORDED

AUG 9 1940

110P M.
FRANK MARKVART
Clerk of Suffolk County

Margaret Marquette

Margaret Marquette
Notary Public, Kings County
Kings Co. Clerk's No. 455, Register's No. 1041
Certification filed in
New York Co. Clerk's No. 617 and Register's No. 1882.
Westchester, Albany, Erie, Madison,
Putnam, Rensselaer and Suffolk Counties
Commission expires March 30, 1941



COUNTY CLERK'S OFFICE
STATE OF NEW YORK
COUNTY OF SUFFOLK

I, JUDITH A. PASCALE, Clerk of the County of Suffolk and the Court of Record thereof do hereby certify that I have compared the annexed with the original **DEED** recorded in my office on **08/09/1940** under Liber **D00002115** and Page **100** and, that the same is a true copy thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Court this **02/07/2011**

SUFFOLK COUNTY CLERK

Judith A. Pascale

JUDITH A. PASCALE

SEAL