

110 Main Street
#6 Hendrickson - Ely House
& Mudge-Mott Barn

AGREEMENT

This AGREEMENT, made this 14th day of September, 1987,
between ROBERT A. HANSEN and ~~ROBERT~~ JANICE HANSEN, his wife, both residing
at 110 Main Street, Roslyn, New York 11576 (hereinafter known as
the parties of the first part), and ROGER G. GERRY and PEGGY N.
GERRY, his wife, both residing at 105 Main Street, Roslyn, New
York 11576 (hereinafter known as the parties of the second part),

WITNESSETH:

WHEREAS, on July 8, 1980, the parties of the second part
conveyed all of their right, title and interest in and to premises
known and designated on the Nassau County Tax Map as Section 7,
Block F, Lot ~~757~~ ⁷⁵⁷ (hereinafter referred to as the
"Property") to a predecessor in title to the parties of the first
part by deed dated July 8, 1980 and recorded in the Nassau County
Clerk's Office on July 31, 1980 in Liber of Deeds 9285, at Page
258 (hereinafter referred to as the "Deed"); and

WHEREAS, the said Deed contained certain Covenants which
by their terms were binding upon the predecessor in title to the
parties of the first part, their heirs, successors and assigns,
including the parties of the first part; and

WHEREAS, the Covenants set forth in the Deed provided,
inter alia, that:

"(a)(ii) No new structure shall be erected on any
portion of the Property except that, provided

1

DEED 9902 PAGE 981

110 Main St.
Roslyn

(VIOLA)
(SCHEER)

1032
758

7
757
Section 7
F

MAR 1989
APR 12 1989

[Handwritten signatures]

the same is lawfully permissible, one additional single-family residence may be added to the property, which additional residence can only be a relocated old structure which conforms to, and complies with, the standards of the "Historic District," and

WHEREAS, the parties of the first part by contract, dated August 27, 1982, covenanted "that the Property shall not be used except for residential purposes; that no additional residence structures shall be erected on the Property; and that the Property shall not be further subdivided or sold except as a whole parcel"; and

WHEREAS, both parties desire to modify the Covenants so as to permit the erection upon the ~~Property~~^{Property} of a structure known as the Mudge-Mott Barn (circa 1700), formerly located at 800 Motts Cove Road North, Glenwood Landing, New York 11547,

NOW, THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR or other good and valuable consideration,

IT IS HEREBY AGREED by the parties hereto that the Covenants set forth in the Deed be amended and modified insofar as they relate to that portion of the Property designated on the Nassau County Tax Map as Section 7, Block F, Lot 757, so that Paragraph (a) (ii) of the Covenants shall read as follows:

Except as hereinafter provided, no new residence structure shall be erected on any portion of the property except that nothing herein contained shall prevent the erection and maintenance on the property of permitted accessory structures as defined in the Code of Ordinances of the Incorporated Village of Roslyn, including, but not limited to, a certain

Handwritten initials and marks:
C 10/11
7/16
10

Mudge-Mott
Barn

barn known as the Mudge-Mott Barn (circa 1700) formerly located at 800 Motts Cove Road North, Glenwood Landing, New York 11547 (hereinafter referred to as the "Mudge-Mott Barn"). The interior framing of the barn shall remain exposed to the extent its use as an accessory storage building and garage reasonably permits.

[Handwritten initials]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

[Signature of Roger G. Gerry]

ROGER G. GERRY

[Signature of Peggy N. Gerry]

PEGGY N. GERRY

[Signature of Robert A. Hansen]

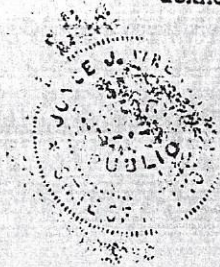
ROBERT A. HANSEN

[Signature of Janice Hansen]

JANICE HANSEN

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On this ^{14th} day of September, 1987, before me personally appeared ROGER G. GERRY and PEGGY N. GERRY, to me known and known to me to be the individuals mentioned and described in and who executed the foregoing Agreement, and they duly acknowledged to me that they executed the same.



Joyce J. Wrench
Notary Public

JOYCE J. WRENCH
NOTARY PUBLIC, State of New York
No. 01WR4521720
Qualified in Nassau
Commission Expires 4/2/88

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On this ^{14th} day of September, 1987, before me personally appeared ROBERT A. HANSEN and JANICE HANSEN, to me known and known to me to be the individuals mentioned and described in and who executed the foregoing Agreement, and they duly acknowledged to me that they executed the same.



Patricia A. Nunes
Notary Public

PATRICIA A. NUNES
Notary Public, State of New York
No. 03-4632964
Qualified in Nassau County
Commission Expires May 19, 1988

DEED 9902 PAGE 984

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

THIS INDENTURE, made the 30th day of July, nineteen hundred and eighty

BETWEEN
ROGER G. GERRY and PEGGY N. GERRY, his wife, both residing at 105 Main Street,
Roslyn, New York, hereinafter

party of the first part, and

*#6 Hendrickson-Ely Eastman House &
Mudge Milk Barn, 110 Main St. Ros*

BARRY WOLF and MARYANN WOLF, his wife, both residing on Harbor Road, Roslyn Harbor,
New York, hereinafter

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration 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 Incorporated Village of Roslyn, Town of North Hempstead, County of Nassau and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Main Street, where the division line between lands now or formerly of Smith and premises herein described intersect, and from said point of beginning;

RUNNING THENCE along the westerly side of Main Street, the following two courses and distances: (1) South 8° 42' 17" East, 139.41 feet; (2) South 25° 37' 41" East, 30.45 feet to land now or formerly of Field;

THENCE along said last mentioned land, the following five courses and distances: (1) North 80° 22' 29" West, 74.01 feet; (2) South 75° 16' 49" West, 11.13 feet; (3) North 79° 41' 31" West, 51.45 feet; (4) South 8° 23' 39" West, 4.07 feet; (5) South 6° 46' 19" West, 39.45 feet;

THENCE South 34° 33' 41" East, partly along said land of Field and partly along land now or formerly of Cornell, 195.01 feet to land now or formerly of Willetts;

THENCE North 79° 04' 20" West, along said last mentioned land, 622.61 feet to the easterly side of a reserved strip on Map of Roslyn Heights, Property of The Roslyn Heights Land Improvement Co.;

THENCE North 1° 39' 45" East, along said last mentioned strip, 428.46 feet;

THENCE South 89° 07' 00" East, 187 feet;

THENCE North 45° 53' 00" East 45.45 feet;

THENCE South 89° 07' 00" East 140.86 feet to the westerly line of land now or formerly of Weeks;

THENCE South 20° 14' 25" East, 50.39 feet;

THENCE South 42° 49' 55" East, 61.55 feet;

THENCE North 84° 31' 55" East, 40.38 feet;

THENCE South 10° 55' 05" East, 52 feet to the northerly line of land now or formerly of Smith;

THENCE along said line South 83° 04' 55" West 2.64 feet to the westerly line of land now or formerly of Smith;

THENCE along said last mentioned land, the following two courses and distances: (1) South 1° 16' 50" East, 91.87 feet; (2) North 85° 45' 23" East, 125.12 feet to the westerly side of Main Street, the point or place of BEGINNING.

Said premises are known by the street number 110 Main Street, Roslyn, New York, and are part of the same premises described in the deed to the parties of the first part herein by deed from United States Trust Company of New York, et als., as Trustees, etc. of Marion Willetts Brower, deceased, dated 4/19/77 and recorded 4/25/77, in Liber 9031 Cp 169.

*192 50
108 Main St
110 Main St*

*Lotted Ver. Post. Ver. Lot
Block
Section*

TAX MAP DESIGNATION
Dist.
Sec. 7
Blk. F
Lots: 747 and 752

JUL 31 1980

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any street 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.

SUBJECT, HOWEVER, to: (1) state of facts shown on survey of Joseph E. Dioguardi, Jr., P. C., dated February 28, 1977 and last redated January 10, 1980; (2) utility and drainage easements of record; and (3) Conservation easement deeds to the Incorporated Village of Roslyn, (a) dated December 28, 1977 (recorded Deed Book 9086, page 103) and (b) dated as of May 1, 1980, to which latter deed the herein named parties of the second part are signatories and which deed is being delivered to the Village concurrently herewith; and

The premises herein described (the "Property") are located in the Main Street Historic District as recognized and registered with the National Register of Historic Places of the Heritage Conservation and Recreation Service of the United States Department of the Interior and the Special Historic District of the Incorporated Village of Roslyn. In order to assure the preservation, to as great a degree as possible of the natural condition of the Property and the architectural character and detail of the residence and appurtenant structures, including the garage (the "Residence"), said Property is conveyed SUBJECT, ALSO, to the following covenants, conditions, limitations and restrictions (the "Covenants"), to the faithful observance and performance of which Covenants the parties of the second part, by the acceptance of this deed, firmly bind and obligate themselves, their heirs, successors and assigns, to wit:

(a) Without the prior written consent of the parties of the first part or their hereinafter designated successors: (i) No alteration and no physical or structural change or addition, other than ordinary maintenance and repair shall be made in the architectural style, design or arrangement of any portion of the exterior of the Residence, including but not limited to any change in exterior color, kind or texture of the building material, type or style of doors or windows (including but not limited to storm windows and screens); (ii) No new structure shall be erected on any portion of the Property except that, provided the same is lawfully permissible, one additional single-family residence may be added to the Property, which additional residence can only be a relocated old structure which conforms to, and complies with, the standards of the historic district; (iii) No alterations or additions shall be made to the interior structure or fabric of the central hall, the dining room or the drawing room located on the ground floor of the Residence, including but not limited to the moulding and trim; and (iv) The Property shall not be used for other than single family residential purposes, except that, and provided that no statute, law or local ordinance would thereby be violated, said Property, in whole or in part, may be used by a museum or to house the administrative offices of a not-for-profit foundation qualified under section 501(c)(3) of the Internal Revenue Code. Prior to the undertaking of any work covered under paragraph (a) (i) and (ii) above all plans and specifications for such work must be submitted in writing to the parties of the first part or their successors as hereinafter in sub-section (d) designated for their approval at least 30 days prior to the commencement of any such work.

(b) In the event of fire or other casualty to the Residence, no additional structure or any new improvements after any demolition, whether total or partial, shall be constructed or permitted to be built upon the Property unless the proposed new structure conforms to, and complies with, the requirements for structures in the Hillside Protection Overlay District and is authorized by the Planning Board and the Roslyn Historic District Board (Section 15-172 of Chapter 15, Zoning, of the Code of Ordinances of the Incorporated Village of Roslyn, or any successor section) or, if said Historic District Board be not then in existence, the Roslyn Preservation Corporation.

(c) Except as otherwise provided in Section 345 of the Real Property Law of the State of New York, the Covenants shall run with the Property, and any conveyance of any portion of the Property shall be subject thereto whether or not the Covenants are referred to in any deed or other instrument of transfer. The parties of the first part or their hereinafter designated successors shall have the reserved right to file a "Declaration of Intention to Preserve Restrictions on the Use of Land" and/or Renewal Declaration(s) as provided in said Section or any future statute providing for the same or similar rights to re-memorialize, extend the duration of or to preserve the aforesaid restrictions of record.

(d) The right to enforce the covenants, conditions, limitations and restrictions contained above in paragraph a(i) through (iv), pertaining to the said Property and Residence, shall be exercisable by the parties of the first part (or the survivor of Roger G. Gerry and Peggy N. Gerry) and upon the death of both said named parties, such rights shall inure to the benefit of and be enforceable by the Board of Trustees of The Roslyn Preservation Corporation of 105 Main street, Roslyn, New York ("Preservation Corporation"), or its successor corporation, or if such Board or successor corporation shall also not then be in existence, by the Historic District Board of the Incorporated Village of Roslyn (Historic District Board). There is hereby reserved to the parties of the first part, the Preservation Corporation and Historic District Board the right to enter the Property and Residence, at least once each year, with prior notice, for the purpose of inspecting said Property and Residence to determine if the parties of the second part, or their heirs, successors or assigns, are complying with the covenants and purposes herein declared, but only in such manner as will not disturb the quiet enjoyment of the Property and Residence by the parties of the second part, their heirs, successors or assigns.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the same 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.

IN PRESENCE OF:

Walter A. Wood

Roger G. Gerry

Roger G. Gerry

Peggy N. Gerry

Peggy N. Gerry

STATE OF NEW YORK, COUNTY OF Westchester
On the 8 day of July 1980, before me

ROGER G. GERRY,

to me known to be one of the individuals described in and who executed the foregoing instrument and acknowledged that he executed the same.

[Signature]
Notary Public
Huggett H. Co.
Notary Public, State of NY
No. 31-1745223
C.R. No. 3-20-80
exp. 3-30-81

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me

personally came to me known, who, being by me duly sworn, did depose and say that he resides at No. _____

that he is the _____ of _____

_____ 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 such 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.

STATE OF NEW YORK, COUNTY OF Westchester
On the 8 day of July 1980, before me

PEGGY N. GERRY

to me known to be one of the individuals described in and who executed the foregoing instrument, and acknowledged that she executed the same.

[Signature]
Notary Public
Huggett H. Co.
Notary Public, State of NY
No. 31-1745223
C.R. No. 3-20-80

STATE OF NEW YORK, COUNTY OF

On the _____ day of _____ 19____, before me

personally came 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 resides at No. _____

that he knows _____

_____ to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed

WITHOUT COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. 2710084

13-4-1980
ROGER G. GERRY and PEGGY N. GERRY, his wife,
TO
BARRY WOLF and MARYANN WOLF, his wife

SECTION 7
BLOCK P
LOTS 747 and 752
COUNTY ~~WESTCH~~ Nassau
STREET ADDRESS 110 Main St., Roslyn, N. Y.
TAX BILLING ADDRESS

RECORDED BY
W.T.G. CO. 19

Recorded At Request of The Title Guarantee Company

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by
TITLE GUARANTEE-NEW YORK
ATICOR COMPANY

[Handwritten note]
with the name of
of Roslyn, N.Y.
Not 1980
Huggett H. Co.
Zip No

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

JUL 31 1980

RECORDED

JUL 31 11 42 AM '80
W. MCCONNELL
COUNTY CLERK
NASSAU COUNTY

223

2653

RECEIVED
REAL ESTATE
JUL 31 1980
TRANSFER TAX
NASSAU COUNTY