

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

Y97  
#18

91  
EAST  
Broadway

Teamsters  
House

THIS INDENTURE, made the 21st day of January, nineteen hundred and eighty

BETWEEN THE ROSLYN PRESERVATION CORPORATION, a not-for-profit corporation existing under the laws of the State of New York and having its principal place of business at 105 Main Street, Roslyn, New York 11576,

party of the first part, and

CLAUDIO DAL PIAZ, residing at 91 Main Street, Roslyn, New York 11576,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100-----dollars,  
lawful money of the United States, 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 Village of Roslyn, Town of North Hempstead, County of Nassau, State of New York, known and designated as Lot 1145, in Block 106 on "Map of Roslyn Heritage Estates" filed in the Office of the Clerk of Nassau County on 11/12/75 as Case #8597. Said lot is bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Valentine Lane and the easterly side of East Broadway; running thence north 81 degrees 26 minutes 10 seconds east along the southerly side of Valentine Lane, 63.50 feet; thence south 0 degrees 26 minutes 30 seconds west 131.64 feet to land now or formerly of Fairbanks; thence north 89 degrees 08 minutes 30 seconds west along said land 62.48 feet to the easterly side of East Broadway; thence northerly along the easterly side of East Broadway, the following 2 courses and distances:  
1. north 0 degrees 19 minutes 30 seconds east 113.76 feet;  
2. north 0 degrees 26 minutes 30 seconds east 7.45 feet to the point or place of BEGINNING.

PREMISES commonly known as 91 East Broadway, Roslyn, New York 11576, known and designated on the Land and Tax Map of Nassau County as Sec. 7, Block 106, Lot 1145.

BEING THE SAME PREMISES conveyed to the Grantor herein by deed dated December 5, 1978 and recorded in the Nassau County Clerk's Office on December 6, 1978 in Liber of Deeds 9158 at Page 501 and being the same premises described in a correction deed dated April 12, 1979 which was recorded on April 30, 1979 in the Nassau County Clerk's Office in Liber of Deeds 9185 at Page 877.

SUBJECT TO the rights and easements of the New York Telephone Company and Long Island Lighting Company, its successors and assigns recorded in Liber 8939, cp. 437.

SUBJECT TO the covenants and restrictions recorded in Liber 8864 cp. 323.

Plotted in Ver. R. Post. R. Ver. d.  
Section Block Lot  
7 106 1145

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oblet

THIS CONVEYANCE has been made with the consent of the holders of at least two-thirds of all outstanding shares entitled to vote thereon, obtained at a meeting duly called.

SUBJECT TO the following covenants, conditions, limitations and restrictions, which shall run with the land and bind the Purchaser, his heirs, assigns, and all future owners thereof for the benefit of the Seller, its assigns, or successors as hereinafter provided. The same being intended for the purpose of assuring the preservation of the TEAMSTERS HOUSE (ca. 1850) and a garage erected on the premises, collectively referred to as "the residence", to preserve to as great a degree as possible, the architectural character and detail of said residence.

1. No exterior alteration or addition of any kind or nature to the house or garage shall be undertaken nor shall either structure be demolished or removed, nor shall any exterior paint colors be applied, nor shall any external structure be erected without prior written consent of the Seller, its assigns or successors as hereinafter provided.
2. No visible air conditioning unit of any type shall be installed in the north, west, or south walls or windows of the house; however, air conditioners of the room air-conditioning type may be installed in the east windows, provided that the presently existing windows or frames are not altered or disturbed.
3. No alterations or additions to the interior structure or fabric of the house, including but not limited to, the molding and trim, shall be undertaken without the prior written consent of the Seller, its assigns, or successors as hereinafter provided.
4. Prior to the undertaking of any work covered under paragraphs "(1)" through "(3)" above, all plans and specifications for such work must be submitted in writing to the Seller, its assigns or successors as hereinafter provided, for its approval at least sixty (60) days prior to the commencement of any such work.
5. The right to enforce the covenants, conditions, limitations and restrictions contained in the above sections "(1)" through "(4)" pertaining to the said residence, shall be assignable by the Seller to any one of the following organizations:
  - (a) Any successor corporation to THE ROSLYN PRESERVATION CORPORATION;
  - (b) The Board of Trustees of THE ROSLYN LANDMARK SOCIETY, INC. or its successor corporation;
  - (c) The Historic District Board of the Village of Roslyn.
6. Any such assignment shall be exercisable only by a written instrument duly executed in form suitable for recording and shall become enforceable only upon such recording.
7. If, at any future time, the Seller corporation or its successor corporation, or, in the event of assignment, the assignee or the assignee's successor corporation, be not in existence, the said restrictions, (etc.) and covenants contained herein shall be deemed extinguished and shall be of no further force or effect.
8. The Seller further represents and covenants for itself, its assigns or successors as herein provided that any consent required of it or its said assigns or successors herein, by the Purchaser for his heirs and assigns or any future owners, shall not be unreasonably withheld.

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 in the better lands 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 assigns of the party of the second part forever.

AFTER 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 incumbered in any way whatever, except as aforesaid.

AFTER the party of the first part, in compliance with Section 11 of the Lira Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the same in trust for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

The word "party" shall be construed as if it said "parties"; however the intent of this instrument as expressed in WRITING HEREAFTER, the party of the first part has duly received this deed and has read and understands the same.

IN WITNESS WHEREOF

Leah H. Mitchell

THE STATE INSPECTION COMMISSION

*[Signature]*