

RECIPROCAL DRIVEWAY EASEMENT

Agreement made the _____ day of February 2022 between 542 Locust Avenue LLC having an address at 542 Locust Avenue Port Chester New York, hereinafter first party, and Lincoln Burgess having an address at 540 Locust Avenue Port Chester New York hereinafter second party,

WHEREAS First party is the owner of the land more particularly described in schedule A, known by the street address of 542 Locust Avenue Port Chester New York and,

WHEREAS Second Party is the owner of land more particularly described in Schedule B and known as 540 Locust Avenue Port Chester New York and

WHEREAS the parcels are contiguous, adjoining, and have a common boundary line and,

WHEREAS the parties desire to create a reciprocal driveway easement for automobiles, for their use in common,

IT IS AGREED THAT 542 Locust Avenue LLC shall have the right to use the Northerly _____ feet portion of the driveway premises belonging to Lincoln Burgess, for vehicular ingress and egress, and

Lincoln Burgess shall have the right to use the Southerly portion _____ feet of driveway premises belonging to 542 Locust Avenue LLC for vehicular ingress and egress, and the parties represent, and covenant as follows:

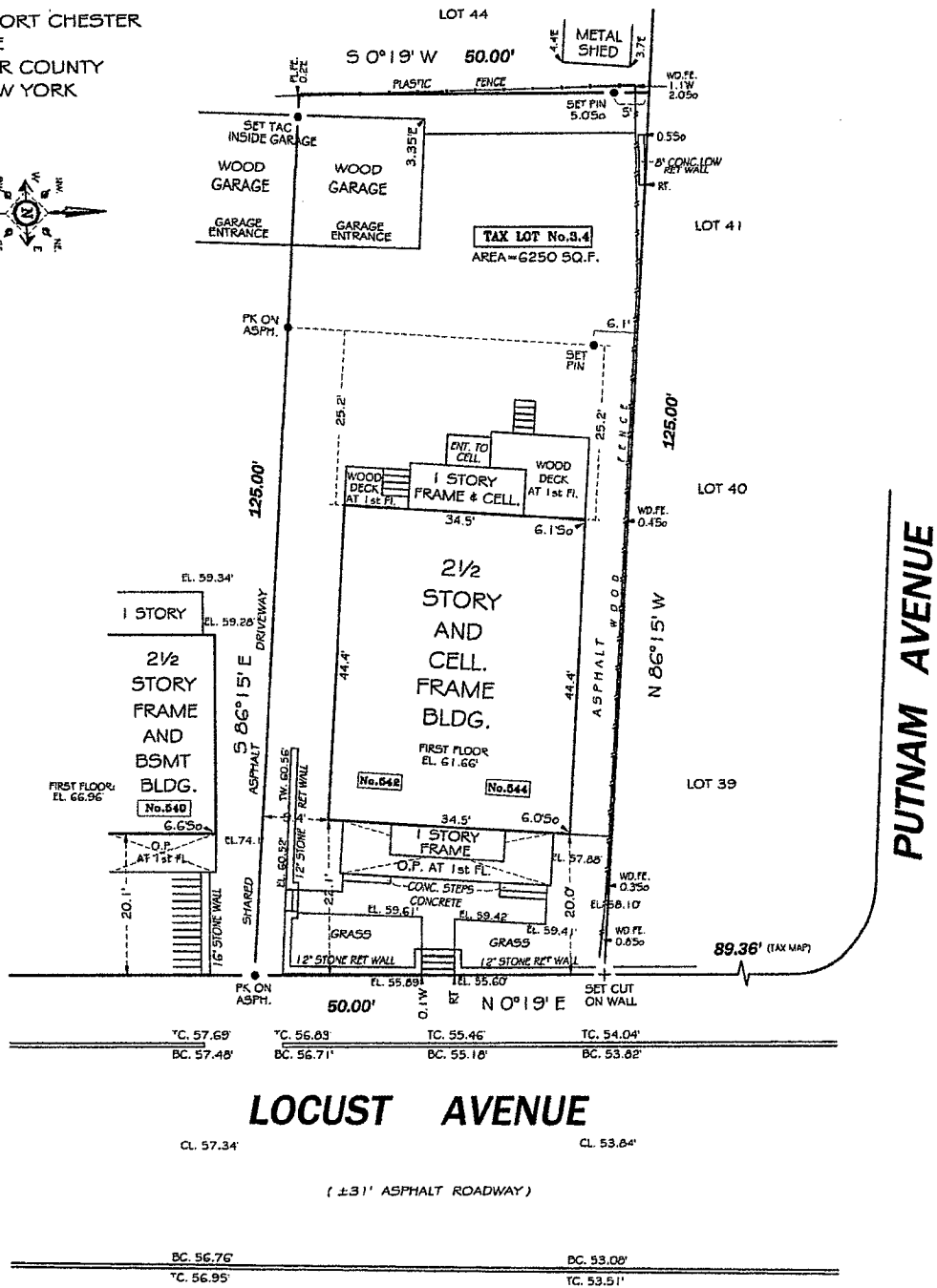
1. The strip of _____ feet lying and being on one half the northerly side of the boundary line , and the strip of _____ feet lying and being on the

southerly side of the boundary line shall be continuously and forever a driveway easement.

2. Each party agrees to maintain that portion of the easement lying and being on their side of the boundary line.
3. Each party agrees to keep that portion of the easement lying and being on their side of the boundary line free from any obstructions.

This easement agreement shall inure to the benefit of the respective parties, their heirs, successors, grantees, and assigns, and shall constitute an agreement running with the land.

VILLAGE OF PORT CHESTER
TOWN OF RYE
WESTCHESTER COUNTY
STATE OF NEW YORK



LOCUST AVENUE

CL. 57.34' CL. 53.84'

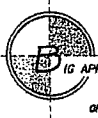
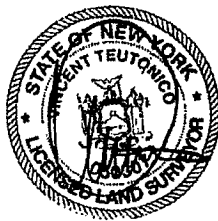
(±3" ASPHALT ROADWAY)

BC. 56.76' BC. 53.00'
TC. 56.95' TC. 53.51'

SURVEYED
MAY 22, 2020

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY. GUARANTEES OR CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. GUARANTEES OR CERTIFICATION ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

BLOCK: 2
 LOT (s): 3.4
 SECTION: 136.63
 COUNTY: WESTCHESTER
 DWG BY: Srdjan B.
 CHK'D BY: _____



VINCENT M. TEUTONIO
 N.Y.S. LIC. No. 656307
 16 APPLE LAND SURV. D.
 85 MEADOW LAKE GROUND LEVEL
 NEW ROSELLE, NY 10802
 OFF: (914) 385-1847 ; FAX: (914) 385-1840
 E-mail: BIGAPPLES@YAHOO.COM

STAKE OUT

CONTRACTOR TO VERIFY AND COORDINATE DIMENSIONS ON SURVEY WITH ARCHITECTURAL PLANS. FURTHERMORE ALL STAKES, NAILS AND CROSSCUTS ARE TO BE CHECKED BY FIELD MEASUREMENT PRIOR TO CONSTRUCTION.

SCALE: 1"=16'