



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: APRIL 27, 2021

AGENDA ITEM SECTION: MATTERS REQUIRING ACTION

AGENDA ITEM NO. : 1

AGENDA ITEM: CONSIDER A RESOLUTION TO AUTHORIZE ACQUISITION OF 8.4 ACRES OF PROPERTY FROM NEW YORK STATE FOR DEDICATION AS PARKLAND TO BE JOINED WITH CHAUNCEY PARK, ACKNOWLEDGE PROFESSIONAL SERVICES TO DEVELOP A PHASE I ENVIRONMENTAL SITE ASSESSMENT AND MAKE NECESSARY DETERMINATIONS RELATED TO SEQRA

ITEM BACKUP DOCUMENTATION:

1. LETTER AND PROPOSAL ACCEPTANCE AND APPROVAL DATED APRIL 16, 2021 FROM STEVEN J. McGINN/PARTNER/DIVISION MANAGER NELSON POPE VOORHIS TO MAYOR ROSSILLO AND THE BOARD OF TRUSTEES
2. POWERPOINT ON PROPOSAL FOR NEW VILLAGE OF DOBBS FERRY PARK
3. LETTER DATED APRIL 12, 2021 FROM CHARLES KERR/CO-CHAIR GREATER IRVINGTON LAND TRUST TO THE BOARD OF TRUSTEES
4. SMART GROWTH SCREENING TOOL
5. E-MAIL DATED NOVEMBER 20, 2020 BETWEEN EDMOND MANLEY/ACTING VILLAGE ADMINISTRATOR AND CHRISTINE GHIOTTI/REAL ESTATE SPECIALIST I – NYSDOT
6. APPLICATION TO PURCHASE SURPLUS PROPERTY
7. SUPPORTING MATERIAL FOR APPLICATION BY THE VILLAGE OF DOBBS FERRY TO PURCHASE SURPLUS PROPERTY, DATED AUGUST 27, 2020
8. SHORT ENVIRONMENTAL ASSESSMENT FORM
9. CHRONOLOGY OF OWNERSHIP



NELSON POPE VOORHIS

environmental • land use • planning

April 16, 2021

Dobb Ferry Proposal
Mayor Vincent Rossillo and
Board of Trustees
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, NY 10522

Re: **Phase I ESA Proposal**
New Saw Mill River Park Property

Dear Mr. Rossillo:

We are pleased to be afforded the opportunity to present this proposal for a Phase I Environmental Site Assessment (ESA). This document represents our understanding of the required scope of work. Completion of the requested Phase I ESA will be accomplished in 1-2 weeks after authorization to proceed. Please note: Due to the present situation obtaining pertinent information from the State, County and Town agencies may take longer than usual.

FEE SUMMARY

- | | | |
|----|---|-----------------|
| 1. | Phase I Environmental Site Assessment | Fee: \$1,700.00 |
| 3. | Meetings, Conferences and Additional Services | Fee: Time Rates |

Please note that the Phase I fee is for a document that complies with the up-to-date standards under ASTM 1527-13 and USEPA All Appropriate Inquiry requirements. This proposal, consisting of Exhibits A "Scope of Services", Exhibit B "Rate Schedule" and Exhibit C "General Terms and Conditions", represents the entire understanding between you and us with respect to the project. If this proposal, along with Exhibits A, B & C are acceptable, please sign and return to my attention. The Rate Schedule (Exhibit B) identifies the hourly fee schedule for any additional work that may be required but would not apply to the flat fee for services noted above.

The undersigned hereby acknowledges that they are authorized by the contracting organization and applicant to enter into this contract on their behalf and has consent of the property owner to undertake the scope of work covered by this contract, including the filing of applications.

If you have any questions or would like to discuss the proposal, please do not hesitate to contact me.

Respectfully submitted,
NELSON, POPE & VOORHIS, LLC

Steven J. McGinn
Partner/Division Manager

PROPOSAL ACCEPTANCE AND APPROVAL

Please provide the following information to facilitate project coordination and file set up.

INDIVIDUAL OR ENTITY RESPONSIBLE FOR THIS CONTRACT AND PAYMENT:

CLIENT NAME: VILLAGE OF DOBBS FERRY
ADDRESS: 112 MAIN STREET
CITY/STATE/ZIP: DOBBS FERRY, NY 10522
PHONE (OFFICE): 914-231-8502
EMAIL: VILLAGE ADMINISTRATOR@DOBBSFERRY.COM

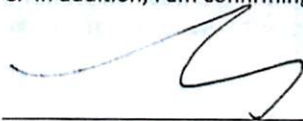
CLIENT'S CONTACT INFORMATION*:

NAME and TITLE: RICHARD LEINS, VILLAGE ADMINISTRATOR
RELATIONSHIP TO CLIENT: AUTHORIZED REPRESENTATIVE
PHONE: (OFFICE) 914-231-8502 (CELL) 914-327-5740
EMAIL: VILLAGEADMINISTRATOR@DOBBSFERRY.COM

**The individual or individuals identified above are authorized to act on the client's behalf. Should there be a change to the client's authorized representative(s) and/or additional authorized representatives be added, the client shall immediately notify N+P of the change.*

ACCEPTANCE AND APPROVAL:

By signing below, I acknowledge that I am an authorized representative of the entity listed above and that my signature below indicates acceptance and approval of the proposal including the Cover Letter and Exhibits A, B, & C. In addition, I am confirming the address and contact information provided is correct.



Signature

DATE: 4/21/21

RICHARD LEINS, VILLAGE ADMINISTRATOR
Printed Name and Title

**UPON SIGNING, KINDLY RETURN ONE COPY
INCLUDING COVER LETTER AND ALL EXHIBITS (A, B, & C)**

EXHIBIT B
2021 HOURLY DOBBS FERRY
RATE SCHEDULE WESTCHESTER
COUNTY NELSON, POPE &
VOORHIS, LLC

Time Rates* Fee Schedule for items previously listed as time rates and other services that may be required but are not included in this proposal:

Staff Type	Billing Rate
Partner	\$170.00
Principal Planner	\$155.00
Project Manager/Sr. Environmental Planner	\$155.00
Senior Environmental Planner	\$150.00
Principal Environmental Planner	\$150.00
Environmental Planner	\$120.00
Planner	\$110.00
Landscape Ecologist	\$145.00
Assistant Landscape Ecologist	\$90.00
Administrative Assistant	\$85.00

* **Time Rates** is defined as the time expended by employee to perform a given task as multiplied by the hourly billing rate assigned to such employee as stated in the Hourly Rate Schedule.

EXHIBIT A SCOPE OF SERVICES

1. **Phase I Environmental Site Assessment (ESA)** - The object of this assessment is to perform sufficient work to identify actual and potential sources of contamination associated with the subject property. The assessment will be consistent with ASTM 1527-13 and USEPA All Appropriate Inquiry standards for format and content of a Phase I ESA. Based on our understanding of your needs, we propose the following scope of services.
 - a) A site reconnaissance will be made by an NP&V professional specializing in environmental projects. A detailed account of site conditions will be provided based on examination of accessible buildings and grounds. Waste disposal, heating and process systems will be described as will building materials and aspects of the site relating to environmental quality.
 - b) Review the following available environmental regulatory lists to identify conditions related to the subject property and nearby properties consistent with ASTM radii and criteria for recognized environmental conditions:
 1. Federal National Priorities List, RCRIS-TSD and Generators Site List, CERCLIS List, and ERNS List.
 2. State Landfill List, Leaking Underground Storage Tank List, Spill List, Inactive Hazardous Waste Site List and Petroleum Bulk Storage Facilities.
 3. Local Government Building Department, Fire Marshal and relevant files.

Note: a response by all regulatory agencies may not occur within the proposed project schedule.

- c) Review the available history of ownership and land usage records using Sanborn and other available maps (as available for the subject property), historical aerial photographs, agency records and information provided by the client (if made available) to determine potential environmental concerns; interview property management for consideration of past and present uses and operational practices.
- d) Perform a reconnaissance of the adjacent and immediately surrounding area to determine if the adjacent land use has a potential environmental impact on the subject property.
- e) Review available aerial photographs, office resources and topo maps to assist in documenting local hydrogeology, environmental conditions and in determining past and present land use.
- f) Prepare a written report summarizing the findings and conclusions of this investigation. Provide recommendations for additional Phase II assessment work as appropriate. The report will be prepared on the behalf of and for the exclusive use of the client.

This assessment does not include sampling or testing of materials or mediums, as this is typically performed as part of a Phase II ESA which is determined by the findings of the Phase I.

Fee: **\$1,700.00**

2. **Meetings, Conferences and Additional Services** - Attend meetings, conferences, perform revisions (if necessary), and additional services not specified herein, at request of client.

Fee: **Time Rates**

EXHIBIT C
GENERAL TERMS AND CONDITIONS
Nelson, Pope & Voorhis, LLC

The following General Terms and Conditions are applicable to Agreements between Nelson, Pope & Voorhis, LLC, "NPV" and the Client, when attached to and made part of such Agreement or Proposals. The "Client" or "Applicant" is defined as the person or business entity signing the Agreement authorizing Nelson, Pope & Voorhis, LLC "NPV" to commence work (collectively herein after "NPV").

1.0 INVOICES, REIMBURSABLE EXPENSES, ESCALATION OF FEES

1.1 Invoices

NPV will submit invoices to Client on NPV's standard invoice form, terms net thirty (30) days. Partially completed items of work for which a fee has been specified will be billed based upon percentage of completion as estimated by NPV otherwise invoices will be based upon NPV's Schedule of Standard Hourly Rates in effect at the time the work is performed. Past due balances are subject to interest of 1.0 percent per month, or the maximum permitted under state law, whichever is less. NPV, after giving seven (7) days written notice, may suspend services under any Agreement until all past due accounts, including applicable interest, have been paid. In the event that the invoice is not paid voluntarily and promptly and must be liened and/or referred to an attorney or agency for collection, the Client agrees to pay to NPV, NPV's reasonable collection and attorney's fee equal to twenty-five percent (25%) of the total amount due at that time.

The payment of fees for services rendered is not contingent upon receipt of approvals from regulatory agencies having jurisdiction.

NPV Fees include only those revisions to NPV prepared plans and related documents resulting from the reviewing municipal entity's comments as they relate to the entity's applicable published standards and requirements.

The minimum time segment for charging of survey field work is four (4) hours and the minimum time segment for charging of all other work is one-half hour unless otherwise modified or defined in our Scope of Services and Fees. Where applicable, rental charges will be applied to the project to cover the cost of instrumentation and/or technical equipment.

1.2 Reimbursable Expenses

Reimbursable expenses are charged to the Client at cost plus twenty-five percent (25%).

1.2.1 Reproduction of plans, specifications and other documents, including documents necessary for submission to regulatory agencies and for coordination with Client and any other Client consultant. Reproduction charges for documents reproduced by NPV in-house are: blackline (\$0.45/sf); translucent bond (\$0.70/sf); mylar (\$6.75/sf); presentation paper (\$3.35/sf); B&W- 8 1/2x11 (\$0.10/ea), 8 1/2x14 (\$0.15/ea), 11x17(\$0.30/ea); Color 8 1/2x11 (\$0.65/ea), 8 1/2x14 (\$1.25/ea), 11x17(\$2.00/ea), other size (\$2.00/sf); report binding (\$10.00/ea) creation of portable document format (PDF) and emailing of documents. In-house document reproduction not subject to reimbursable markup. The cost of outside services for document reproduction will be billed as reimbursable expense. In addition to the Reproduction Charges listed, all NPV labor associated with the document reproduction will be billed at Time Rates as defined in the Scope of services and Fees Exhibit.

1.2.2 Permit, Application and Filing fees advanced by NPV. In general, all processing fees including but not limited to permits and applications shall be the responsibility of the Client.

1.2.3 The cost of equipment rental including where applicable equipment operators, and subcontracted services, such as authorized photogrammetry, testing services, geotechnical services, laboratory services, archeological services, and other specialized services by consultants, excluding those services which are explicitly included in the NPV proposal.

1.2.4 Expenses for the specific benefit of the Client consisting of travel, incidental expenses, and expendable materials and supplies purchased specifically for the project.

1.2.5 If the services covered by this Agreement are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the project and are subject to reimbursement as provided herein.

1.2.6 Cost of delivery of documents to Client, regulatory agencies, or to others designated by the Client will be billed at either Time Rates, if performed by NPV staff, or as a reimbursable expense, if an outside service is used.

1.3 Escalation of Fees

1.3.1 Fees and schedule commitments are subject to renegotiations for unreasonable delay caused by the Client's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, strikes, riots, unavailability of labor or materials or services, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above may result in additional cost (reflecting a change in scope) beyond that outlined in this proposal;

1.3.2 NPV shall have the right to increase its compensation payable by the Client to NPV in the event that NPV must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided that NPV give the Client thirty (30) days prior notice as to the cause for escalation and the additional amounts involved.

1.3.3 NPV may make an annual adjustment to its Standard Hourly Rates and document reproduction fees. Services performed on an hourly cost basis will be invoiced in accordance with the Rate Schedule in effect at the time such services are performed.

1.3.4 NPV reserves the right to make adjustments fees after 1 year from submittal of proposal.

2.0 INSURANCE

NPV represents and warrants that it now has in full effect and will maintain the following insurances for the duration of this project:

NPV will furnish to the Client certificates of insurance upon request. Premiums for insurance coverage in excess of these coverage's, when requested by the Client, will be charged to the project and are subject to reimbursement.

2.1 Commercial General Liability Insurance covering as insured NPV and as an additional insured Client with the following limits of liability:

Personal Adv. Injury	\$1,000,000 for each occurrence
General Aggregate	\$2,000,000 in the aggregate
Excess Liability-Umbrella	\$5,000,000 for each occurrence
and	\$5,000,000 in the aggregate

2.2 Worker's Compensation Insurance securing compensation for the benefit of NPV's employees as required by the Worker's Compensation Law. Premiums for additional insurance coverage required for work on or near the waterfront will be charged to the project and are subject to reimbursement.

2.3 Comprehensive Automobile Liability Insurance covering owned, non-owned, and hired vehicles will be provided upon request.

2.4 Professional Liability Insurance insuring against negligent acts, errors and omissions, by NPV, in an amount of \$2,000,000 per claim with a \$4,000,000 aggregate.



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Re

EXHIBIT C
GENERAL TERMS AND CONDITIONS
Nelson, Pope & Voorhis, LLC

3.0 CLIENT'S RESPONSIBILITIES

3.1 The Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project; examine and respond promptly to NPV's submissions; and give prompt written notice to NPV whenever he observes or otherwise becomes aware of any defect in the work.

3.2 The Client shall provide right of entry for NPV personnel and equipment necessary to complete the work.

3.3 While NPV will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

3.4 The Client shall be responsible for payment of all fees in connection with the Project. Payment of fees by Client is NOT contingent upon receipt of Agency Approvals.

4.0 COMMENCEMENT AND COMPLETION OF WORK

4.1 NPV shall commence work on this project after receipt of a signed Proposal which establishes our Agreement for Professional Services at a schedule agreed upon by NPV and Client.

4.2 Proposals that have been submitted but not signed will be considered as being accepted if the client verbally instructs NPV to proceed;

4.3 Should the performance or completion of the work by NPV hereunder be delayed by flood, earthquake, fires, strikes, governmental orders or any other similar or dissimilar causes beyond the control of NPV or due to changes, delays, acts or omissions, by Client, contractors or their agents and representatives, then the time for performance or completion by NPV hereunder shall be extended for the period of such delays.

5.0 CHANGED CONDITIONS

Certain conditions may arise during the performance of our services which may differ significantly from those assumed to exist when the Scope of Services was prepared.

If, in the opinion of NPV, the Agreement is no longer adequate in light of occurrences or discoveries that were not originally contemplated by or known to us, we have right to renegotiate the Agreement by first identifying the Changed Condition and informing the Client.

The Client and NPV shall promptly and in good faith enter into renegotiation of the Agreement to help us to meet the Client's needs. If renegotiated terms cannot be agreed to, the Client agrees that NPV has an absolute right to terminate this Agreement.

6.0 COMPLIANCE WITH CODES AND STANDARDS

NPV's services shall be consistent with sound environmental and planning practices and shall incorporate those publicly announced federal, state and local laws, rules, regulations, codes and standards that are applicable at the time NPV rendered their services. In the event of change in a law, rule, regulation, code, standard or similar document NPV shall assess its impact. If, in NPV's professional opinion, the impact is such to significantly affect NPV's fees, costs or anticipated completion date, a Changed Condition shall be deemed to exist and shall be dealt with pursuant to Section 5. In any event, the Client waives any claim against NPV, and agrees to defend, indemnify and hold NPV harmless for any claim or liability for injury or loss allegedly arising from NPV's failure to abide by federal, state and local laws, rules, regulations, codes and standards that were not in effect or publicly announced at the time when NPV otherwise would have incorporated their intent into the work. The Client further agrees to compensate NPV for any time spent or expenses incurred by NPV in defense of any such claim, in accordance with NPV's prevailing fee schedule and expense reimbursement policy and the statements for legal services rendered to NPV.

7.0 MAINTENANCE OF PROFESSIONAL STANDARDS AND ETHICS

7.1 The Client recognizes that NPV's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or regulations that apply specifically to NPV or to the sound environmental and planning practices. Services performed by NPV under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE. If a situation emerges that causes NPV to believe compliance with the Client's wishes could result in NPV violating an applicable provision or aspect of professional standards or ethics, laws or regulations, NPV shall so advise the Client. The Client and NPV shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing achievement of a solution, either party may terminate this Agreement in accordance with termination provisions stated herein.

7.2 The Consultant makes no representation or warranties that the Project will achieve any LEED certification level or accreditation or impact the future performance or operating costs associated with the Project.

7.3 NPV shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

8.0 OWNERSHIP OF DOCUMENTS

8.1 All reports, studies, plans and specifications, logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NPV as instruments of service, shall remain the property of NPV.

8.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.

8.3 NPV will retain all pertinent records relating to the services performed for the period of six (6) years following submission of the report, study, plans and specifications, during which period the records will be made available to the Client for inspection at NPV's office, at reasonable times, provided, however, that all NPV invoices rendered in connection with the services performed have been paid.

9.0 DEFECTS IN SERVICES

The Client and the Client's personnel, contractors and subcontractors shall promptly report to NPV any defects or suspected defects in NPV's work or services, in order that NPV may take prompt, effective measures which in NPV's opinion will minimize the consequences of a defect in service.

10.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 NPV, subject to the limitation in 10.3 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors and omissions of NPV in connection with the performance of the work described in this Agreement.

10.2 NPV shall not be responsible for the acts or omissions of the Client, contractor or any third parties in connection with or arising out of the project. The Client hereby holds harmless and indemnifies NPV against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by NPV which arise out of the foregoing. Expenses shall include, but not be limited to time charges by NPV's partners and employees at NPV's then standard hourly fees.

10.3 The Client agrees that NPV's aggregate liability to the Client and to all construction contractors and subcontractors on the project, due to NPV's professional negligent acts, errors, omissions and/or alleged breach of contract shall not exceed NPV's total fee for services rendered on the project.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
Nelson, Pope & Voorhis, LLC

10.4 The Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third-party claim, against NPV unless the Client has first provided NPV with a written certification executed by an independent design professional currently practicing in the same discipline as NPV and licensed in the state in which the project for which NPV's services were rendered is located. This certification shall: a) identify the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to NPV not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

10.4.1 The Client shall make no claim for breach of contract, misrepresentation, or fraud arising out of any statement, representation or omission by NPV in any certification or report required under the Martin Act (General Business Law §§ 352,353), or the regulations enacted thereunder, in connection with any project for which the plans and specifications were approved by Client and/or the municipality with jurisdiction over said plans or specifications prior to the issuance of said report or certification, arising out of any design element, error or omission known to or disclosed to Client and/or said municipality prior to the time of said approval, and Client shall indemnify, defend and hold NPV harmless from and against any such claim made by any homeowners association or unit owner claiming to have relied upon any such certification or report.

10.5 The Client recognizes that topographical mapping prepared from aerial photography is subject to an inherent margin of error. Client agrees that NPV shall not be liable for any site work changes due to differences between actual site conditions and conditions depicted on topographic mapping used to prepare plans for the Project.

10.6 NPV has no control over, charge of, or responsibility for construction. Client (owner) shall retain a qualified contractor(s), licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client, NPV, NPV's subconsultants, and agents and employees or any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work. Contractor shall provide insurance and name the Client, NPV, NPV's subconsultants as additional insured on Contractor's Commercial General Liability insurance policies.

10.7 **Waiver of Consequential Damages.** NPV and the Client waive consequential damages for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

11.0 DISPUTES

11.1 In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation in which NPV prevails, it is agreed that NPV shall be entitled to recover all reasonable costs incurred as a result of the claim, including staff time, court costs, attorney's fees and other claim-related expenses.

11.2 Notwithstanding the foregoing, NPV shall have the right to submit any controversy or claim arising out of or relating to this contract, or the breach thereof, to binding arbitration administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in

any court having jurisdiction thereof.

11.3 The Client recognizes NPV's right not to release documents until the Client has made the account receivables current, excluding only any billed fees in dispute, providing the Client has notified NPV in writing within thirty (30) days of the invoice date identifying the portion of the fees in dispute and the reason for the dispute. All undisputed fees on the disputed invoice shall be paid in accordance with these terms.

12.0 TERMINATION

12.1 This Agreement may be terminated by either party upon ten (10) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, NPV shall be paid for services performed to the termination notice date plus reasonable termination expenses.

12.2 This Agreement may be terminated by NPV, pursuant to Section 5 and 7 hereof, upon ten (10) calendar days written notice.

12.3 In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, NPV may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NPV in completing such analyses and reports. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the end of the cancellation period (the effective date of cancellation).

12.3.1 Where method of contract payment is lump sum, the final invoices will be based on the percentage of work completed to the effective date of cancellation, plus 3 percent of the billings to such date as a closeout cost.

12.3.2 Where method of contract payment is based on time and materials, the final invoice will include all services and direct expenses associated with the project up to the effective date of cancellation, plus 3 percent of the billings to such date as a closeout cost.

12.3.3 Where method of contract payment is cost plus a fixed fee, the final invoice will include all costs to date of termination and a pro-rata share of the fixed fee plus 3 percent of the billings to such date as a closeout cost.

The closeout cost referred to in 12.3.1, 12.3.2 and 12.3.3 herein is not to be considered as a penalty but represents an allowance for demobilization of personnel and equipment and costs not available on short notice.

13.0 GOVERNING LAW

The laws of the state in which the office of NPV, performing the work under this Agreement, is domiciled will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement.

14.0 ASSIGNS

The Client may not delegate, assign, sublet or transfer his duties, obligations or interest in this Agreement without the written consent of NPV.

AL

Proposal For New Village of Dobbs Ferry Park

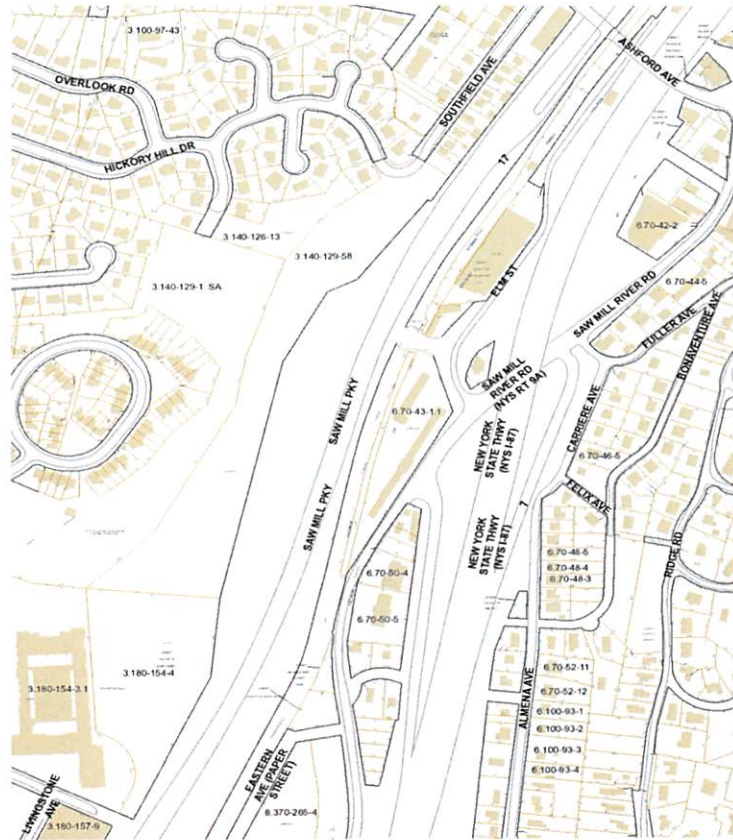
Charles L. Kerr

Co-Chair, Greater Irvington Land Trust
September 3, 2019

Goal: Creation of a New Village Park

- Create a new 14.8 acre park in the eastern part of the Village, stretching from Southfield Avenue to Danforth Avenue
- This new park will include a recreational greenway connecting different neighborhoods within the Village
- Provide recreational opportunities for under-served residents
- Open up access to the Saw Mill River
- Permanently preserve existing open space as a balance to the ongoing development in the Chauncey Park/Rivertowns Square area

Orientation – Proposed Parcels



Orientation – Saw Mill River



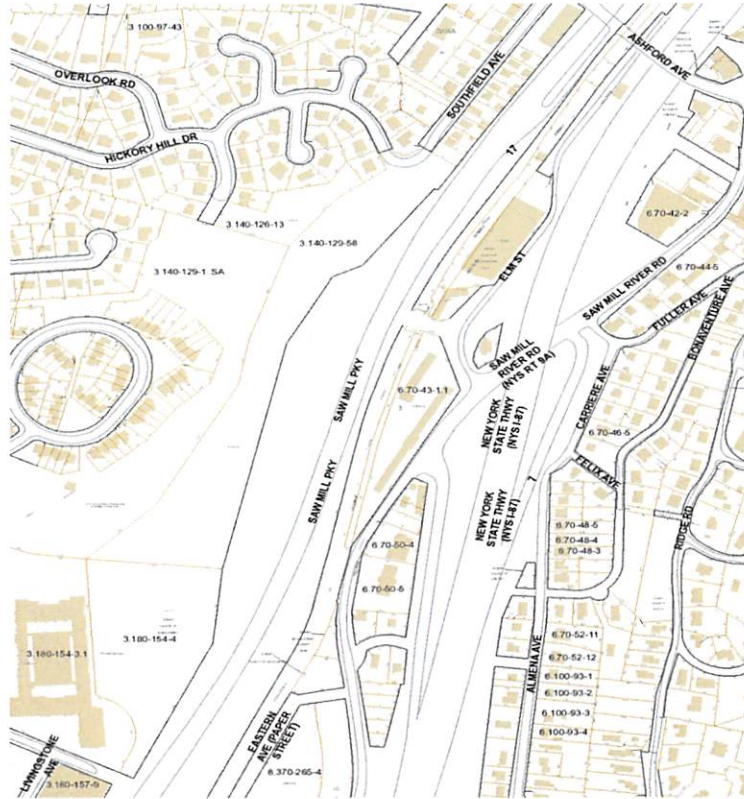
Background for this Proposal

- In December 2018, Dr. Michael Ford, a resident in Hickory Hill, contacted the Westchester Land Trust about the possible preservation of land along the Saw Mill River Parkway
 - Westchester Land Trust referred Dr. Ford to the Greater Irvington Land Trust (“GILT”)
 - GILT was recently successful in having Irvington dedicate 50 acres of Village-owned property as new parkland in the Irvington Woods.
- In April 2019, Dr. Ford and I toured the property with Kendra Garrison, Dobbs Ferry’s Superintendent of Recreation
- Ms. Garrison was very supportive of the idea for a new park

History of the Property

- All of this land was originally part of a farm owned by Frederick Brown and his sons from 1825 to 1854
- In 1855, James B. Danforth purchased the property as his estate.
 - After his death in 1869, the Danforth estate was divided up
- In 1901, William F. Carroll, a Dobbs Ferry merchant, reacquired all of the Danforth estate between Ogden Avenue and the Saw Mill River
- In 1907, Carroll sold the estate to Leo Arnstein and Milton Hermann, who then partitioned the property
 - Leo Arnstein owned the northern portion of the property, which later became Chestnut Ridge and Hickory Hill
 - Milton Hermann owned the southern and eastern portion of the property
- Between 1925 and 1927, most of the Hermann property along the Saw Mill River was acquired by Westchester County for the Saw Mill River Parkway

The Property Today



Parcel No. 3.140-126-13

- Beginning in 1955, the Arnstein family began to sell off their property for development
- In 1959, development of Hickory Hill began
 - At approximately the same time, the Dobbs Ferry Planning Board began to require developers to set aside recreation areas in each new development
- Accordingly, the subdivision plat for Hickory Hill included an area “to be dedicated to the Village of Dobbs Ferry as Park Area”
- The Resolution of the Board of Trustees approving the Hickory Hill development was conditioned on “formal offers of cession to the Village of . . . the Park Area shown on said subdivision plat [being] filed with the Village . . .”
- In September 1965, the developer conveyed this parcel to the Village pursuant to that May 27, 1960 Resolution
- Today this parcel is referred to as “Hickory Hill Park”

Parcel No. 3.180-154-4

- Westchester County purchased this parcel in 1925 from Children's Village in connection with the construction of the Saw Mill River Parkway
- Because this property was never used for the Parkway, in 1963 the County authorized the transfer of this property to Village as a park
- Property was part of EIS Review for Rivertowns Square
- In 2017, the County discovered that there was no record that the property had ever been transferred to the Village
- At the Village's request, in September 2018 the County transferred the property to the Village on the condition that it would be used "solely and exclusively for park and municipal recreation"
- Prior to this transfer, a substantial number of large boulders were dumped on the property, possibly in connection with the building of the DPW facility and/or work on the Parkway

Parcel No. 3.140-129-59

- This parcel was purchased by Westchester County in 1927 in connection with the construction of the Saw Mill River Parkway
- Because this property was never used for the Parkway, in 1976 the County transferred it to the State under a 1960 statute creating the East Hudson Parkway Authority
- In 1979, a new State statute transferred all of the property and responsibilities of the East Hudson Parkway Authority to NYS DOT
 - Under this 1979 Statute, any property previously owned by Westchester County “shall revert to the County when the property is no longer necessary and utilized for operations of special parkways”
- We have spoken to Kathy Busa, a Real Estate Specialist for NYS DOT, about the procedures for transferring this property back to the County or potentially to the Village at no cost to be used as parkland

Benefits of Creating a New Park

- Permanently preserves 14.8 acres of woodland and river front as a public park
- Creates new recreational opportunities for the eastern part of the Village
- Creates greenways connecting the neighborhoods of Hickory Hill, Hunter's Run, and Chauncey Park/Rivertowns Square
- Creates access to the Saw Mill River and nearby wetlands

Benefits of Creating a New Park

- Furthers the goals of the 2017 Village of Dobbs Ferry Climate Action Plan
 - Protects natural areas for species migration, pollinators and ecosystem resilience
 - Supports the preservation of existing trees
 - Focuses the surrounding businesses and residents on better stormwater management
 - Wetlands preservation and protection to control flooding
- Furthers the goals of the 2010 Village of Dobbs Ferry Vision Plan
 - Creates Greenways to new park from Ogden Avenue, Danforth Avenue and Southfield Avenue
 - Protects the Saw Mill River watershed
 - Protects the open space north of Chauncey Park/Rivertowns Square

Challenges of Creating a New Park

- Should ownership of Parcel No. 3.140-129-58 stay with the State or should this Parcel be transferred to Westchester County and/or the Village?
- Need to build pedestrian bridge across stream running east from Ogden Avenue to Saw Mill river
- Steep slopes on property
- Need to clean-up or potentially remediate parts of the property
 - Village has already done soil testing of Parcel No. 3.180-154-4
- Access/parking issues
- Possible need for wetlands restoration

Funding Needs/Opportunities

- Hudson River Estuary Grants Program
- New York Water Quality Improvement Project Program Grants
- Water Finance Clearinghouse Grant Information
- Westchester Community Foundation

Sources of Support/Information

- Groundwork Hudson Valley/Saw Mill River Coalition
 - Contact: Oded Holzinger, River and Trails Manager
- Mary Jane Shimsky, Westchester County Board of Legislators
- Hudson River Audubon Society of Westchester
 - Contact: Michael C. Bochnik, President
- Riverkeeper
- Dobbs Ferry Historical Society

Greater Irvington
LAND TRUST



BY EMAIL

April 12, 2021

Board of Trustees
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, NY 10522

Re: Application by the Village of Dobbs Ferry to Purchase Surplus
Property – Town of Greenburgh Tax Parcel No. 3.140-129-58

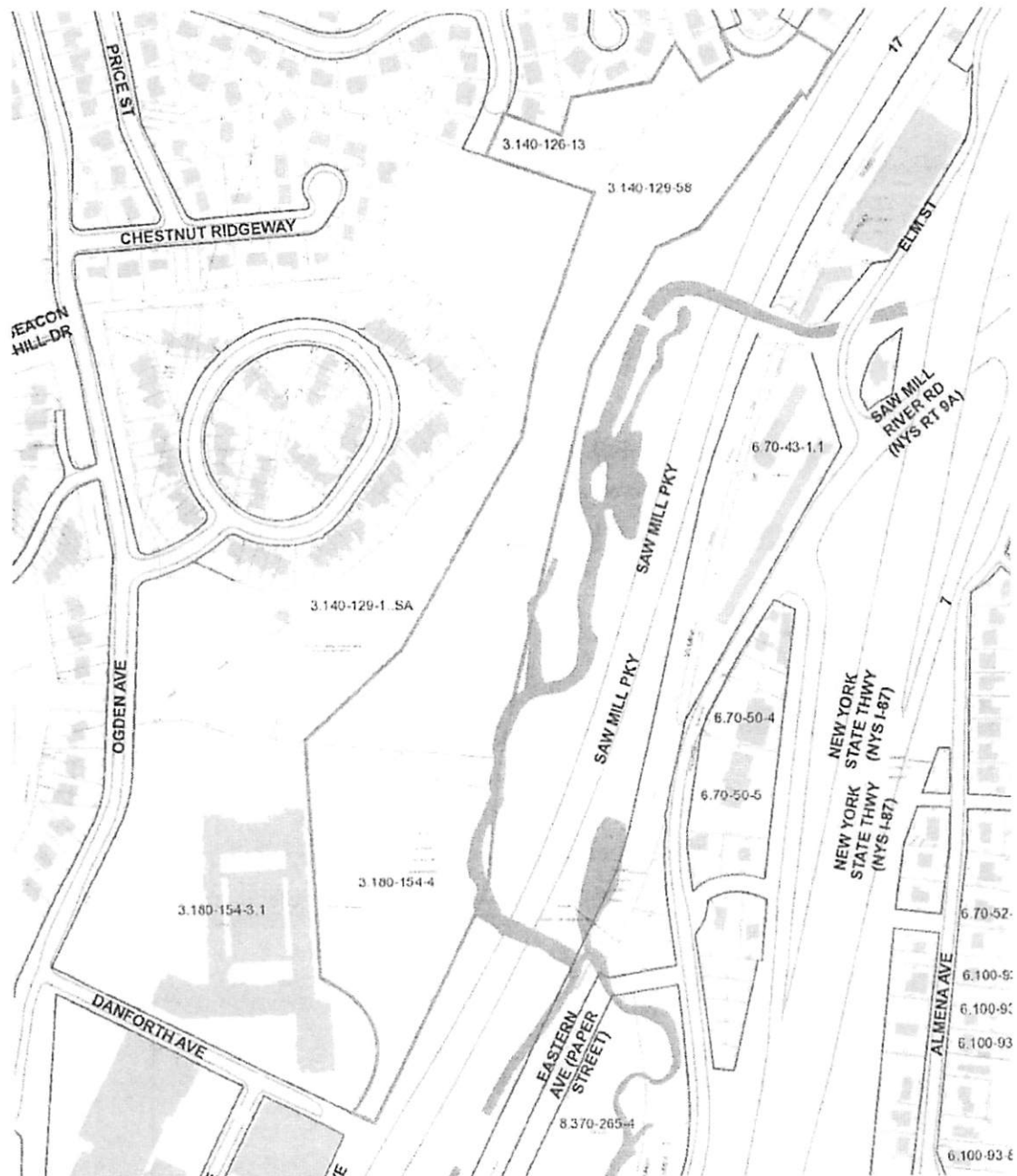
Dear Board of Trustees:

On behalf of a working group of Dobbs Ferry residents and the Greater Irvington Land Trust,¹ I am writing to update the Board of Trustees about the status of the Village of Dobbs Ferry's application to purchase Town of Greenburgh Tax Parcel No. 3.140-129-58. This property is an 8.4-acre parcel of surplus, undeveloped, State-owned property on the west side of the Saw Mill River Parkway in Dobbs Ferry, New York. The purpose of this transaction is for the Village to acquire and combine this parcel of property with two adjacent, park parcels owned by the Village and, thereby, create a new 14.8-acre, Village-owned park along the Saw Mill River. Because this surplus property will be used as parkland, the Village has requested that the State transfer the property at no cost.

This new Village Park would extend from Southfield Avenue on the north to Danforth Avenue on the south and abut the Saw Mill River as it flows through the eastern portion of Dobbs Ferry. The two adjacent parcels that will be part of this new park are Town of Greenburgh Tax Parcel No. 3.140-126-23 and Greenburgh Tax Parcel No. 3.180-154-4, both of which are Village-owned, dedicated parkland. *See* Village of Dobbs Ferry Ordinance §§ 230-5, 230-6. The combination of these three parcels creates a unique woodland area connecting the now-separated neighborhoods of Hickory Hill, Hunters Run and Rivertowns Square.

¹ The "Greater Irvington Land Trust" is the operating name of The Greater Irvington Land Conservancy Foundation, Inc., a tax-exempt New York not-for-profit corporation created to preserve and protect open space in the Villages of Irvington, Dobbs Ferry and Tarrytown. The Foundation's current Board Members are Jan Blaire, Herb Camp, Jon Elwyn, Gaylord Holmes, Rich Goldman, Heidi Johnson and Chet Kerr.

A map of this new proposed park, showing the location of the three parcels, is set forth below:



Background

In December of 2018, Dr. Michael Ford, a Dobbs Ferry resident living in Hickory Hill, contacted the Greater Irvington Land Trust to inquire about the ownership and history of the woodlands extending from Southfield Avenue to Rivertowns Square. Dr. Ford explained that he had explored this woodlands with his children and was interested in preserving this open space, potentially as a park. I met with Dr. Ford and agreed to research the history of this property.

Dr. Ford reached out to Kendra Garrison, Dobbs Ferry's Superintendent of Recreation and, in April 2019, we toured the property with Ms. Garrison and talked about how the property could be preserved and protected. Ms. Garrison indicated that she was interested in the idea of preserving the area as a park, but because of other, ongoing projects in the Village, she could not turn her attention to this potential project until later in the year.

In July of 2019, the Greater Irvington Land Trust submitted its research about the history of this property to Dr. Ford and to members of the Dobbs Ferry Sustainability Committee. At the same time, we reached out to various Dobbs Ferry residents who expressed their interest and support for this potential new park. We also spoke to and received support for this project from the Saw Mill River Coalition,² the Hudson River Audubon Society, and Groundwork Hudson Valley.

At the suggestion of the Chair of the Dobbs Ferry Sustainability Committee, on September 3, 2019, we met with members of the Committee to discuss the property and the possibility of using this property to create a new Village Park. At that meeting, we outlined the history of this area within the Village, the process for acquiring the State-owned parcel at the center of the proposed park, and how creating a new park in this part of the Village fits with the Dobbs Ferry 2017 Climate Action Plan, the Dobbs Ferry 2010 Vision Plan and the 2005 Inter-Municipal Memorandum Agreement with Respect to the [Saw Mill River] Watershed. We also discussed how protecting this property was consistent with the conditions set by the Dobbs Ferry Planning Board and the Dobbs Ferry Board of Trustees for the development of Rivertowns Square.

On September 13, 2019, Michael Ford and I led a walking tour of the property with members of the Dobbs Ferry Sustainability Committee, Village Administrator Charlene Indelicato, Trustee Donna Cassell and Oded Holzinger of Groundwork Hudson Valley. Ms. Indelicato asked a number of questions about how the proposed park could be used, the costs associated with maintaining the park and how the park could connect

² As part of its work with the Village of Dobbs Ferry and the other Rivertowns to preserve and protect that Saw Mill River Basin, in 2014 the Saw Mill River Coalition had identified the area of this new proposed park as an appropriate site for wetland restoration and an enhanced trail system. *See* <https://gwhv.app.box.com/s/zghxjrpdw0bkhf8f4x2mvikw845qdybb> (Saw Mill River Recreation Area Intervention Site 8).

different neighborhoods. She encouraged us to work on creating support among local residents for this project. To that end, we began working with Sue Galloway, a member of the Dobbs Ferry Conservation Advisory Board, and several other Dobbs Ferry residents to plan for future events in the proposed park.

Over the course of the following months, we held meetings with local residents and with Groundworks Hudson Valley to discuss ideas for expanding community engagement for the proposed park during the Spring and early Summer of 2020. This included having the proposed park be a signature location in the Spring 2020 Great Saw Mill River Clean run by Groundwork Hudson and in the separate, county-wide Big Clean Initiative being planned by the County. Unfortunately, the shutdown caused by the pandemic required us to put these plans temporarily on hold.

Notwithstanding the limits imposed by COVID, we continued to discuss with different groups within the Village the possibilities offered by this new park and how we could engage further with the community. On July 11, 2020, we held another walking tour of the proposed park with Ed Manley, the Interim Village Administrator, County Legislator MaryJane Shimsky, members of the Dobbs Ferry Sustainability Committee and a number of Dobbs Ferry residents. We discussed in detail the possibilities offered by this park and the process the Village could take to acquire the State-owned parcel. Mr. Manley, on behalf of the Village, and Ms. Shimsky, on behalf of the County, both expressed strong support for combining the Village and State-owned parcels and creating a new Village park.

At Mr. Manley's request, I prepared drafts of an application and supporting materials and exhibits for the Village to acquire the State-owned 8.4-acre parcel – Town of Greenburgh Tax Parcel No. 3.140-129-58 – as surplus property from the New York State Department of Transportation (“NYS DOT”). Following his review of those application materials, Mr. Manley approved and signed the “Application by Village of Dobbs Ferry for Purchase of Surplus Property”, dated August 27, 2020, and directed that the Application and supporting materials be submitted to the NYS DOT.³ Those materials were submitted on September 15, 2020. In its cover letter to the NYS DOT, the Village outlined its purpose for acquiring this property:

As described more fully in the enclosed application and supporting materials, the Village of Dobbs Ferry intends to combine this parcel of property with two adjacent, park parcels owned by the Village and, thereby, create a new 14.8-acres, Village-owned park along the Saw Mill River. The Village respectfully requests that this property be

³ I have attached with this Letter a copy of the Village's signed Application and supporting materials (without the twenty-three supporting exhibits). Because property originally acquired by the County and the State for the Saw Mill River Parkway is now administered by the NYS DOT, that is the agency that oversees the sale of this surplus property.

transferred to Dobbs Ferry at no cost, on the condition that the property be used solely as a public park.

On November 19, 2020, the NYS DOT wrote to the Village and confirmed that its “request to purchase the 8.4-acre lot adjacent to the Saw Mill has been approved by the Regional Director.” In response to the State’s request for SEQRA documentation, on November 20, 2020, the Village submitted a completed Smart Growth Screening Tool application for the project.⁴ The NYS DOT indicated that it would now be reaching out to the County of Westchester for its permission to convey this property to the Village.⁵ With the Village’s approval, I reached out to MaryJane Shimsky and offered to provide any needed information to the County concerning this request. Ms. Shimsky put me in touch with the Westchester County Attorney’s Office, and I was able to answer the County’s Attorney’s questions about the history of this project and the specific property at issue and to provide additional backup documentation.

In early February, the County Attorney’s Office informed me, and I informed the Village, that they had fully reviewed the transaction and were preparing legislation that would authorize the County to release its rights to this parcel. Over the next month and a half, I continued to respond to additional questions from the County Attorney’s Office about the parcel and to update the Village and members of the Dobbs Ferry CAB about the County’s progress for approving this transaction.

On April 8, 2021, the County Attorney’s Office emailed me to say that they had submitted a resolution to the County’s Park Board, which is a required step leading to final approval for this transaction by the County Board of Legislators. The County’s Park Board was meeting to discuss this matter on April 15, 2021, and we were invited to attend to answer questions and discuss this matter with the Board. I immediately informed Mr. Manley, Trustee Cassell, the Office of the new Interim Village Administrator and the Chair of the Dobbs Ferry CAB about this helpful development. At the request of Trustee Cassell, I reached out to the County Attorney’s Office and they have agreed to move this matter to the May meeting of the County’s Park Board so that the Dobbs Ferry Board of Trustees can meet and discuss this matter and pass an appropriate resolution.

⁴ At approximately the same time, the Village executed its Letter of Renewed Commitment to Memorandum of Agreement with Respect to the Saw Mill River Watershed, dated November 25, 2020. In that Letter, the Village committed to “[c]ontinue to work on the creation of a contiguous, passive-use Chauncy Park, from Stanley Ave. to Southfield Ave. along the Saw Mill River.”

⁵ At the time of the construction of the Saw Mill River Parkway in the 1920s, it was the County of Westchester that had acquired this property from local landowners. During the 1960s and 1970s, control of the Parkways and ownership of this property was transferred from the County to the State. Under 1979 New York Laws Chap 340, the NYS DOT is authorized to dispose of this property if it is deemed not to be necessary for the operation of the Parkway, subject to the County’s right of first refusal that the property revert to the County. 1979 N.Y. Laws Chap. 370 § 71(7), codified at N.Y. Trans. Law § 71(7) (2018 Cumulative Pocket Part).

Benefits of This Transaction For The Village of Dobbs Ferry

Acquiring this State-owned parcel and combining it with the two existing Village-owned parcels into a single Village park meets a number of key goals for the community. Under the Village of Dobbs Ferry Vision Plan, which was adopted by the Board of Trustees on September 20, 2010, the Village set as policy that both the existing Chauncey Park parcel and the state-owned parcel just north of Chauncey Park should be preserved as open space and not be subject to the development. Dobbs Ferry Vision Plan, at 20-21, 40-41. Consistent with this Vision Plan, the approval of the Rivertowns Square development was premised on the existing Chauncey Park and the pathways north of Chauncey Park remaining as parkland. *See, e.g.*, Village of Dobbs Ferry Board of Trustees Resolution 1-2013, dated January 8, 2013, at 19, 37-38; Village of Dobbs Ferry Board of Trustees Resolution 16-2013, dated June 25, 2013, at 17-18; Village of Dobbs Ferry Board of Trustees Meeting Minutes, dated January 23, 2018, at 16-20.

Second, this new Park will create a recreational path that will connect different parts of, and neighborhoods within, the Village. There are existing carriage-ways on this property that provide an excellent walking trail from north to south, connecting Southfield Avenue and Danforth Avenue by woodland pathway.

Third, this new Park will open up access to the Saw Mill River and, with appropriate vegetation and resource management, serve to protect the Saw Mill River watershed. A group of local Dobbs Ferry residents are already engaged with this effort. In October 2020, over twenty residents cleared away invasive vines and planted 65 native trees and shrubs on this property as part of the DEC's "Trees for Tribs" program. This effort is ongoing, and we are scheduled to plant an additional 75 native trees and shrubs on May 15, 2021. Removing invasive vines and planting these trees and shrubs along the river bank helps to prevent erosion, protect against future flooding and support the Village's overall efforts to address the impact of climate change.

Fourth, creating this new Park in the eastern part of the Village would offer new, passive recreational opportunities for neighborhoods such as Hickory Hill, Hunter's Run and the area around the Danforth Apartments that do not have ready access to the existing parks elsewhere in Dobbs Ferry. In addition, it adds a substantial amenity to residents and non-residents visiting Rivertowns Square.

Finally, protecting these undeveloped woodlands furthers the goals of both the Dobbs Ferry 2017 Climate Action Plan and the Village's partnership with the Saw Mill River Coalition to revitalize the Saw Mill River Basin.

. . .

Board of Trustees
April 12, 2021

I am planning to attend the April 13, 2021 Meeting of the Board of Trustees and will be available to answer any questions the Board may have about the history of the area, the process for acquiring Town of Greenburgh Tax Parcel No. 3.140-129-58 from the State and/or the new, proposed Village Park.

Respectfully submitted,



Charles L. Kerr
chetkerr@gmail.com

Co-Chair,
Greater Irvington Land Trust

Enclosure

Cc:

Richard Leins
Interim Village Administrator (w/encl.)

Sue Galloway
Chair, Dobbs Ferry CAB (w/encl.)

Smart Growth Screening Tool

PIN

Prepared By:

Smart Growth Screening Tool (STEP 1)

NYSDOT & Local Sponsors – Fill out the Smart Growth Screening Tool until the directions indicate to **STOP** for the project type under consideration. For all other projects, complete answering the questions. For any questions, refer to [Smart Growth Guidance](#) document.

Title of Proposed Project: *Chauncey Park*
Location of Project: *Village of Dobbs Ferry on west bank of Saw Mill River*
Brief Description: *Purchase parcel 3.140-129-58 to add to existing passive use*
A. Infrastructure: *Park*

Addresses SG Law criterion a. –

(To advance projects for the use, maintenance or improvement of existing infrastructure)

1. Does this project use, maintain, or improve existing infrastructure?

Yes

No

N/A

Explain: (use this space to expand on your answers above – the form has no limitations on the length of your narrative)

This is an-improved land with no infrastructure, and will remain so.

Maintenance Projects Only

a. Continue with screening tool for the four (4) types of maintenance projects listed below, as defined in NYSDOT PDM Exhibit 7-1 and described in 7-4:

<https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm>

- Shoulder rehabilitation and/or repair;
- Upgrade sign(s) and/or traffic signals;
- Park & ride lot rehabilitation;

Smart Growth Screening Tool

- 1R projects that include single course surfacing (inlay or overlay), per Chapter 7 of the NYSDOT Highway Design Manual.

b. For all other maintenance projects, **STOP here**. Attach this document to the programmatic [Smart Growth Impact Statement and signed Attestation](#) for Maintenance projects.

For all other projects (**other than maintenance**), continue with screening tool.

B. Sustainability:

NYSDOT defines Sustainability as follows: A sustainable society manages resources in a way that fulfills the community/social, economic and environmental needs of the present without compromising the needs and opportunities of future generations. A transportation system that supports a sustainable society is one that:

- Allows individual and societal transportation needs to be met in a manner consistent with human and ecosystem health and with equity within and between generations.
- Is safe, affordable, and accessible, operates efficiently, offers choice of transport mode, and supports a vibrant economy.
- Protects and preserves the environment by limiting transportation emissions and wastes, minimizes the consumption of resources and enhances the existing environment as practicable.

For more information on the Department's Sustainability strategy, refer to Appendix 1 of the Smart Growth Guidance and the NYSDOT web site, www.dot.ny.gov/programs/greenlites/sustainability

(Addresses SG Law criterion j : to promote sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations, by among other means encouraging broad based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain and implement.)

1. Will this project promote sustainability by strengthening existing communities?

Yes No N/A

2. Will the project reduce greenhouse gas emissions?

Yes No N/A

Explain: (use this space to expand on your answers above)

we plan to save native vegetation by removing invasive vines and planting more native plants that will also reduce flooding.

Smart Growth Screening Tool

C. Smart Growth Location:

Plans and investments should preserve our communities by promoting its distinct identity through a local vision created by its citizens.

(Addresses SG Law criteria b and c: to advance projects located in municipal centers; to advance projects in developed areas or areas designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan.)

1. Is this project located in a developed area?

Yes No N/A

2. Is the project located in a municipal center?

Yes No N/A

3. Will this project foster downtown revitalization?

Yes No N/A

4. Is this project located in an area designated for concentrated infill development in a municipally approved comprehensive land use plan, waterfront revitalization plan, or Brownfield Opportunity Area plan?

Yes No N/A

Explain: (use this space to expand on your answers above)

Land is undeveloped wooded space and will remain so.

D. Mixed Use Compact Development:

Future planning and development should assure the availability of a range of choices in housing and affordability, employment, education transportation and other essential services to encourage a jobs/housing balance and vibrant community-based workforce.

(Addresses SG Law criteria e and i: to foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial

Smart Growth Screening Tool

development and the integration of all income groups; to ensure predictability in building and land use codes.)

1. Will this project foster mixed land uses?
Yes No N/A
2. Will the project foster brownfield redevelopment?
Yes No N/A
3. Will this project foster enhancement of beauty in public spaces?
Yes No N/A
4. Will the project foster a diversity of housing in proximity to places of employment and/or recreation?
Yes No N/A
5. Will the project foster a diversity of housing in proximity to places of commercial development and/or compact development?
Yes No N/A
6. Will this project foster integration of all income groups and/or age groups?
Yes No N/A
7. Will the project ensure predictability in land use codes?
Yes No N/A
8. Will the project ensure predictability in building codes?
Yes No N/A

Explain: (use this space to expand on your answers above)

This land will remain as a passive use park open to the public walk and enjoy natural beauty.

E. Transportation and Access:

NYS DOT recognizes that Smart Growth encourages communities to offer a wide range of transportation options, from walking and biking to transit and automobiles, which increase people's access to jobs, goods, services, and recreation.

(Addresses SG Law criterion f: to provide mobility through transportation choices including improved public transportation and reduced automobile dependency.)

Smart Growth Screening Tool

1. Will this project provide public transit?

Yes No N/A

2. Will this project enable reduced automobile dependency?

Yes No N/A

3. Will this project improve bicycle and pedestrian facilities (such as shoulder widening to provide for on-road bike lanes, lane striping, crosswalks, new or expanded sidewalks or new/improved pedestrian signals)?

Yes No N/A

(Note: Question 3 is an expansion on question 2. The recently passed Complete Streets legislation requires that consideration be given to complete street design features in the planning, design, construction, reconstruction and rehabilitation, but not including resurfacing, maintenance, or pavement recycling of such projects.)

Explain: (use this space to expand on your answers above)

This is a wooded trail for only walking

F. Coordinated, Community-Based Planning:

Past experience has shown that early and continuing input in the transportation planning process leads to better decisions and more effective use of limited resources. For information on community based planning efforts, the MPO may be a good resource if the project is located within the MPO planning area.

(Addresses SG Law criteria g and h: to coordinate between state and local government and inter-municipal and regional planning; to participate in community based planning and collaboration.)

1. Has there been participation in community-based planning and collaboration on the project?

Yes No N/A

2. Is the project consistent with local plans?

Yes No N/A

3. Is the project consistent with county, regional, and state plans?

Yes No N/A

Smart Growth Screening Tool

4. Has there been coordination between inter-municipal/regional planning and state planning on the project?

Yes

No

N/A

Explain: (use this space to expand on your answers above)

Municipality and local environmental groups have worked together to preserve open space.

G. Stewardship of Natural and Cultural Resources:

Clean water, clean air and natural open land are essential elements of public health and quality of life for New York State residents, visitors, and future generations. Restoring and protecting natural assets, and open space, promoting energy efficiency, and green building, should be incorporated into all land use and infrastructure planning decisions.

(Addresses SG Law criterion d :To protect, preserve and enhance the State's resources, including agricultural land, forests surface and ground water, air quality, recreation and open space, scenic areas and significant historic and archeological resources.)

1. Will the project protect, preserve, and/or enhance agricultural land and/or forests?

Yes

No

N/A

2. Will the project protect, preserve, and/or enhance surface water and/or groundwater?

Yes

No

N/A

3. Will the project protect, preserve, and/or enhance air quality?

Yes

No

N/A

4. Will the project protect, preserve, and/or enhance recreation and/or open space?

Yes

No

N/A

5. Will the project protect, preserve, and/or enhance scenic areas?

Yes

No

N/A

6. Will the project protect, preserve, and/or enhance historic and/or archeological resources?

Yes

No

N/A

Explain: (use this space to expand on your answers above)

Smart Growth Screening Tool

This project will protect + preserve + enhance wooded land adjoining the sawmill River, reduce flooding, protect species using the river and enhance native vegetation.

Smart Growth Screening Tool

Smart Growth Impact Statement (STEP 2)

NYS DOT: Complete a Smart Growth Impact Statement (SGIS) below using the information from the Screening Tool.

Local Sponsors: The local sponsors are not responsible for completing a Smart Growth Impact Statement. Proceed to **Step 3**.

Smart Growth Impact Statement

PIN:

Project Name:

Pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act. This project has been determined to meet the relevant criteria, to the extent practicable, described in ECL Sec. 6-0107. Specifically, the project:

-
-
-
-
-
-

This publically supported infrastructure project complies with the state policy of maximizing the social, economic and environmental benefits from public infrastructure development. The project will not contribute to the unnecessary costs of sprawl development, including environmental degradation, disinvestment in urban and suburban communities, or loss of open space induced by sprawl.

Smart Growth Screening Tool

Review & Attestation Instructions (STEP 3)

Local Sponsors: Once the Smart Growth Screening Tool is completed, the next step is to submit the project certification statement (**Section A**) to Responsible Local Official for signature. After signing the document, the completed Screening Tool and Certification statement should be sent to NYSDOT for review as noted below.

NYSDOT: For state-let projects, the Screening Tool and SGIS is forwarded to Regional Director/ RPPM/Main Office Program Director or designee for review, and upon approval, the attestation is signed (**Section B.2**). For locally administered projects, the sponsor's submission and certification statement is reviewed by NYSDOT staff, the appropriate box (**Section B.1**) is checked, and the attestation is signed (Section B.2).

A. CERTIFICATION (LOCAL PROJECT)

I HEREBY CERTIFY, to the best of my knowledge, all of the above to be true and correct.

Preparer of this document:


Signature

11-20-2020
Date

Village Administrator
Title

Edmond Manley
Printed Name

Responsible Local Official (for local projects):


Signature

11-20-2020
Date

Village Administrator of Dobbs Ferry
Title

Edmond Manley
Printed Name

Smart Growth Screening Tool

B. ATTESTATION (NYSDOT)

1. I HEREBY:

Concur with the above certification, thereby attesting that this project is in compliance with the State Smart Growth Public Infrastructure Policy Act

Concur with the above certification, with the following conditions (information requests, confirming studies, project modifications, etc.):

(Attach additional sheets as needed)

do not concur with the above certification, thereby deeming this project ineligible to be a recipient of State funding or a subrecipient of Federal funding in accordance with the State Smart Growth Public Infrastructure Policy Act.

2. **NOW THEREFORE**, pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act, to the extent practicable, as described in the attached Smart Growth Impact Statement.

NYSDOT Commissioner, Regional Director, MO Program Director,
Regional Planning & Programming Manager (or official designee):

Signature

Date

Title

Printed Name



Chet Kerr <chetkerr@gmail.com>

FW: NYSDOT Surplus Property Request

1 message

Village Administrator <villageadministrator@dobbsferry.com>
To: Chet Kerr <chetkerr@gmail.com>

Mon, Jan 4, 2021 at 11:55 AM

This is my last communication with the state

Ed Manley

Acting Village Administrator

Village of Dobbs Ferry

From: Village Administrator
Sent: Friday, November 20, 2020 2:12 PM
To: Ghiotti, Christine (DOT) <Christine.Ghiotti@dot.ny.gov>
Subject: RE: NYSDOT Surplus Property Request

Christine, Please let me know if this is acceptable.

Ed Manley

Village Administrator

Village of Dobbs Ferry

From: Ghiotti, Christine (DOT) [<mailto:Christine.Ghiotti@dot.ny.gov>]
Sent: Thursday, November 19, 2020 2:22 PM
To: Village Administrator <villageadministrator@dobbsferry.com>
Subject: NYSDOT Surplus Property Request

[EXTERNAL] This email is from outside the Village of Dobbs Ferry - Please use caution when opening links and attachments!

Good Afternoon Mr. Manley,

You request to purchase the 8.4 acre lot adjacent to the Saw Mill has been approved by the Regional Director. As you know, Westchester County originally acquired the request area and therefore permission from the County is required prior to the Department conveying the property to you. I will be reaching out to Westchester County shortly. In the meantime, please see the attached Smart Growth Screening Tool for your completion. This document is required by the Department whenever a proposed conveyance includes the creation or modification of public infrastructure. Also, can you please provide me with any SEQRA documentation that you have for the proposed park?

Thank You!

Christine A. Ghiotti


Real Estate Specialist 1, Office of Right of Way

New York State Department of Transportation, Hudson Valley

4 Burnett Boulevard, Poughkeepsie, NY 12603

(845) 437-3381 | Christine.Ghiotti@dot.ny.gov | www.dot.ny.gov



 **SGST DOT Chauncey Park.pdf**
2458K

APPLICATION TO PURCHASE SURPLUS PROPERTY
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT-OF-WAY

(For office use only) Region _____
Inquiry # _____
SPCN _____

Name(s) Village of Dobbs Ferry
Address 112 Main St. Dobbs Ferry NY 10522
Edmond Manley Village Administrator
Email villageadministrator@dobbsferry.com
Telephone 914-231-8502

Requested property information

Abutting Property Address or Tax Map # 3.140-129-58
City, Village, or Town Dobbs Ferry
County Westchester
Highway Route No. Between Saw Mill Pkwy + Ogden Ave.
Approximate Size (sq. ft. or acres) 8.4 Acres

Describe the requested property. Attach a sketch or aerial map depicting the requested property's shape, approximate dimensions, and its location in relation to the highway and abutting properties:

Map attached

Describe the intended use of the property:

Passive use parkland, for public use.

I/We understand that the Department will make a preliminary review to determine property ownership, existing highway boundaries, and whether the parcel is excess to transportation needs.

I/We understand that it is the Department's policy to offer all surplus properties for sale publicly, unless constrained from doing so by law, and that I (we) may be required to purchase the property through a public bidding process.

I/We understand that if the property is approved for sale, costs of survey and map preparation will be my (our) responsibility and must be completed to NYSDOT specifications prior to conveyance.

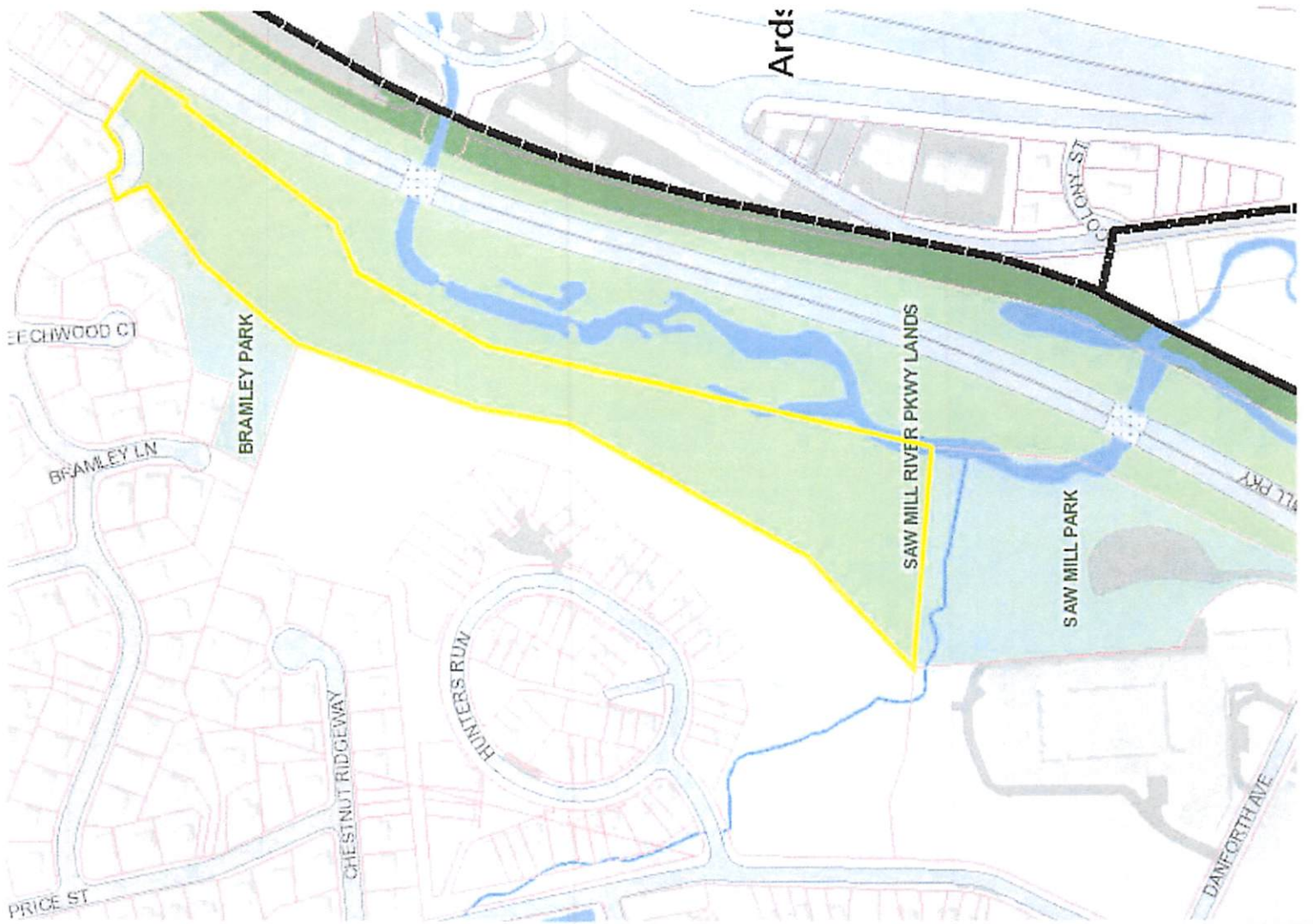
I/We understand that only the Department's Property Executive Review Group (PERG) can declare a parcel surplus, approve it for sale and set the terms and conditions of any sale.

Edmond Manley
Signature

8-27-2020
Date

Signature

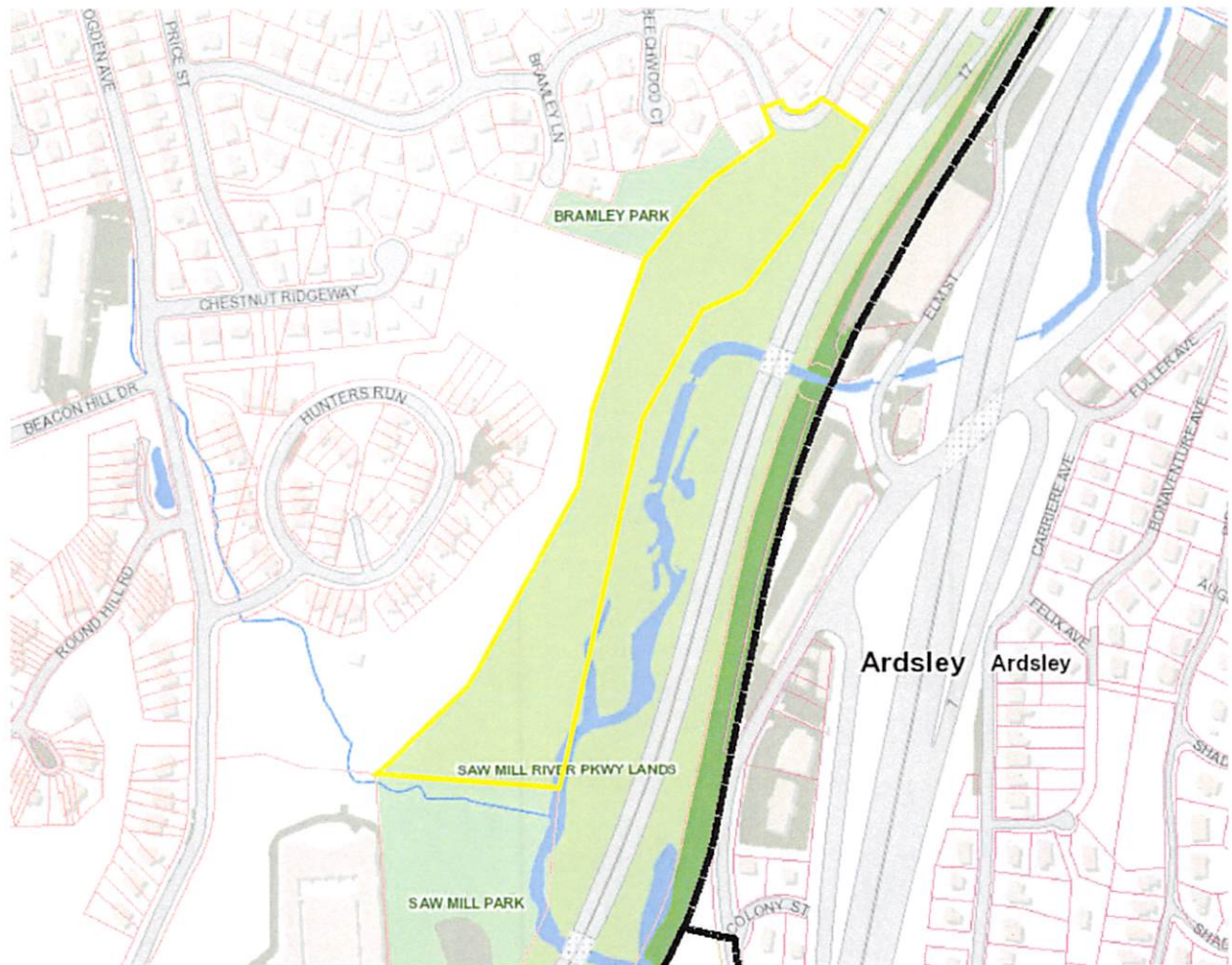
Date



Application by the Village of Dobbs Ferry to Purchase Surplus Property,
Dated August 27, 2020

Describe the Requested Property

This application is to purchase Town of Greenburgh Tax Parcel No. 3.140-129-58, which is an 8.4-acre parcel of surplus, undeveloped, State-owned property on the west side of the Saw Mill River Parkway in the Village of Dobbs Ferry. Set forth below is a map of this parcel (outlined in yellow), which was reproduced from the Westchester County GIS viewer, available at <https://giswww.westchestergov.com/taxmaps/default.aspx?sMun=DobbsFerry>



This parcel was originally acquired by the County of Westchester in connection with the construction of the Saw Mill River Parkway in the 1920s. At that time, the County purchased a number of parcels just to the west of track bed for the New York Central & Hudson River Rail Road, Putnam Division, which could potentially be used for the new proposed Parkway. Those parcels included property between the southern intersection of what was then Field Avenue

and Meadow Street and the northern intersection of what was then Danforth Avenue and Stanley Avenue in Dobbs Ferry, and included what is today Town of Greenburgh Tax Parcel No. 3.140-129-58. This parcel was ultimately not used as part of the Parkway, however, and in 1976 the County transferred it to the State of New York.

As described more fully below, the Village of Dobbs Ferry intends to combine Town of Greenburgh Tax Parcel No. 3.140-129-58 with two adjacent, park parcels owned by the Village and, thereby, create a new 14.8-acre, Village-owned public park along the Saw Mill River. This parcel is separated from the Saw Mill River Parkway by other State-owned property and by the Saw Mill River. Running through the parcel are several old, historic carriageways, which provide the basis for a trail system that can be used for walking and other passive recreation.

History of Tax Parcel No. 3.140-129-58

Town of Greenburgh Tax Parcel No. 3.140-129-58 was originally part of a larger 72-acre estate acquired by Leo Arnstein, the Vice President of J. H. Rossbach and Bros., Inc., and Milton Herrmann, the President of Herrmann, Aukam & Co., in 1907.¹ This Arnstein-Herrmann estate can be seen in the *Map of the Herrmann-Arnstein Property Dobbs Ferry N.Y.*, dated March 25, 1909, recorded as Map No. 1862 in the Westchester County Clerk's Office (hereinafter, "*Map of the Herrmann-Arnstein Property*") (Exhibit 2).

Two years later, Herrmann and Arnstein partitioned their property into several different parcels.² For purposes relevant here, Leo Arnstein took sole ownership of the 34.300-acre northern plot as shown on the *Map of the Herrmann-Arnstein Property*. Milton Herrmann took sole ownership of the 32.085-acre southern plot and the 6.365-acre Plot A as shown on the *Map of the Herrmann-Arnstein Property*. The parties further agreed that the private road known as Walgrove Avenue, which extended southwest from the intersection of Field Street and Meadow Street, would be maintained at their mutual, joint expense. Town of Greenburgh Tax Parcel No. 3.140-129-58 is part of what was the 32.085-acre plot that, by this Indenture, became Milton Herrmann's property.

In December 1921, Milton Herrmann conveyed to his wife Elsa Herrmann the 32.085-acre southern plot and the 6.365-acre Plot A as shown on the *Map of the Herrmann-Arnstein Property*.³ Two years later, Elsa Herrmann conveyed to Albert Walter a 1.74-acre parcel in the

¹ Indenture, dated July 9, 1907, between William F. and Catherine C. Carroll and Milton C. Herrmann and Leo Arnstein, recorded in the Westchester County Clerk's Office at LIBER 1812 PAGE 180 (Exhibit 1).

² Indenture, dated July 12, 1909, between Leo and Elsie Arnstein and Milton and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2472 PAGE 2 (Exhibit 3).

³ Indenture, dated December 23, 1921, between Milton Herrmann and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2370 PAGE 257 (Exhibit 4). On the same day, Milton Herrmann also conveyed to his wife the adjacent 7.081-acre parcel between

northeast corner of her property extending south from the intersection of Rail Road Avenue and Meadow Street along the tracks of the New York Central & Hudson River Rail Road, Putnam Division, to the Saw Mill River.⁴ This parcel is shown as Parcel 2B in the *Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A, as Amended*, dated March 15, 1927, recorded as Map No. 2722-2 in the Westchester County Clerk's Office (hereinafter, "*County Park Commission Map Sheet 14A*") (**Exhibit 7**).

On March 27, 1922, the New York State Legislature enacted Chapter 292 of the 1922 Laws of New York, creating the Westchester County Park Commission (the "Park Commission").⁵ The Park Commission was

authorized to control and manage any and all parks, which are now owned or have been acquired or may be hereafter acquired whether in fee or in trust by the county of Westchester and may consider, investigate and recommend for selection and location such additional real estate in the county of Westchester as may in its opinion be proper and desirable to be reserved, set apart or acquired for one more parks, parkways or boulevards, . . .⁶

The State Legislature directed the Park Commission to identify property to be acquired for the purpose of creating parks and/or parkways and then to prepare a map "of such lands so to be acquired or taken as approved by the board of supervisors."⁷ In its 1924 Annual Report, the Park Commission identified the Saw Mill River Parkway as "the most important project in the entire county park system from the standpoint of public health and welfare and for the economic advantages that will result from such a large scale public improvement."⁸

In June of 1924, Elsa Herrmann conveyed to Charles T. McFarlane a portion of her property in Dobbs Ferry extending east from Ogden Place East and bounded on the north by the land now or formerly owned by Leo Arnstein, bounded on the east by Walgrove Avenue, and bounded on the south by other land owned by Elsa Herrmann.⁹ This parcel includes Plot A as shown on the *Map of the Herrmann-Arnstein Property*, but also includes land to the east and

the Saw Mill River and the tracks for the New York Central & Hudson River Rail Road, which he had separately acquired in 1908. Indenture, dated December 23, 1921, between Milton Herrmann and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2370 PAGE 255 (**Exhibit 5**).

⁴ Indenture, dated December 13, 1923, between Elsa H. Herrmann and Albert Walter, recorded in the Westchester County Clerk's Office at LIBER 2472 PAGE 55 (**Exhibit 6**).

⁵ 1922 N.Y. Laws Chap. 292.

⁶ *Id.* § 3.

⁷ *Id.*

⁸ Report of the Westchester County Park Commission to the Board of Supervisors of the County of Westchester, dated April 30, 1924, at 14-17.

⁹ Indenture, dated June 24, 1924, between Elsa H. Herrmann and Charles T. McFarlane, recorded in the Westchester County Clerk's Office at LIBER 2510 PAGE 29 (**Exhibit 8**).

south of Plot A. A year later, Elsa Herrmann conveyed to Charles T. McFarlane all the rest of her property that was part of the original 32.085 parcel shown on the *Map of the Herrmann-Arnstein Property*, and which she had not previously conveyed to Charles McFarlane or to Albert Walter.¹⁰

In September 1926, Mary McNamara conveyed to the County of Westchester a parcel on the south side of Meadow Street shown as Parcel No. 4 on the *County Park Commission Map Sheet 14A*.¹¹ Six months later, Ernst Jahn conveyed to the County of Westchester a parcel on the south side of Meadow Street shown as Parcel No. 3 on the *County Park Commission Map Sheet 14A*.¹² Finally, in July 1927 Charles McFarlane conveyed to the County of Westchester Parcel 2A as shown on the *County Park Commission Map Sheet 14A*.¹³ McFarlane reserved to himself the right to a 20-foot easement and right of way to construct and maintain a private driveway for passenger cars connecting his adjacent, remaining property to the new Saw Mill River Parkway. All of these parcels were acquired by the County in connection with the proposed construction of the Saw Mill River Parkway.

Leo Arnstein died in 1944, and was survived by his wife, Elsie N. Arnstein. In 1955, the Executors of the Last Will of Elsie N. Arnstein conveyed to Joan Price, Leonard Price and Sharman Price a large part of the property that had been originally been owned by Leo Arnstein and that was now bordered on the east by South Field Avenue and the land purchased by the County of Westchester from Charles McFarlane for possible use as part of the Saw Mill River Parkway. This large parcel was ultimately purchased by Northern Properties, Inc.,¹⁴ and developed into a neighborhood of single family homes, known today as Hickory Hill. This development, which abuts the northwestern end of Town of Greenburgh Tax Parcel No. 3.140-129-58, is shown on the *Revised Subdivision Map of Hickory Hill by Northern Properties Incorporated*, dated Sept. 22, 1961, recorded as Map No. 12952 in the Westchester's County Clerk's Office (**Exhibit 14**).

As part of the early efforts to develop what became the Hickory Hill neighborhood, the Trustees for the Village of Dobbs Ferry voted to request that the Westchester County Park Commission grant the Village a permanent easement for highway purposes only over a portion

¹⁰ Indenture, dated February 3, 1925, between Elsa H. Herrmann and Charles T. McFarlane, recorded in the Westchester County Clerk's Office at LIBER 2551 PAGE 160 (**Exhibit 9**).

¹¹ Indenture, dated September 28, 1926, between Mary E. McNamara and County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2703 PAGE 498 (**Exhibit 10**).

¹² Indenture, dated March 28, 1927, between Ernst Jahn and the County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2751 PAGE 89 (**Exhibit 11**).

¹³ Indenture, dated July 2, 1927, between Charles T. McFarlane and the County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2777 PAGE 427 (**Exhibit 12**).

¹⁴ Indenture, dated February 29, 1960, between Saw Mill Heights, Inc. and Northern Properties, Inc., recorded in the Westchester County Clerk's Office at LIBER 5994 PAGE 398 (**Exhibit 13**).

of the Parkway lands to connect the new proposed subdivision with South Field Avenue.¹⁵ On January 21, 1959, the Westchester County Park Commission authorized the granting of an easement for “highway purposes only” that extended South Field Avenue across County property until it turned into the new proposed subdivision.¹⁶ The Village of Dobbs Ferry, however, subsequently withdrew its request for an easement,¹⁷ and no actual easement was recorded with the Westchester County Clerk’s Office at that time. Several months later, the Dobbs Ferry Planning Board again requested that the Village seek such an easement as part of the Planning Board’s review of the proposed subdivision.¹⁸

The Board of Trustees subsequently voted to approve the Hickory Hill development subject to the condition that the County of Westchester grant to the Village “a permanent easement for highway purposes only over so much of the property of the County of Westchester as is required to extend Hickory Hill Drive to connect with South Field Avenue and to provide access from Hickory Hill Drive to the Park Area.”¹⁹ In response to a further request made by the developer, the Village Board of Trustees voted to request that the Westchester County Park Commission also grant the Village “an additional strip of land for sidewalk area on the easement already secured for extension of South Field Avenue.”²⁰ By Agreement, dated December 20, 1960, , the County of Westchester, acting by the Westchester County Park Commission, granted the Village a permanent easement for slope rights and sidewalk purposes

¹⁵ See Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated January 13, 1959, at 2.

¹⁶ See Condition No. 1 shown on *Westchester County Park Commission Map Showing Location of Easement Through Lands Designated as a Portion of Parcels “2A”, “2C” & “3”, Sheet No. 14A Saw Mill River Parkway*, dated January 13, 1959, recorded as Map No. 11900 in the Westchester County Clerk’s Office (**Exhibit 15**). As originally designed, this easement would extend South Field Avenue approximately 335 feet across the County’s Parkway property, at which point the street would turn to the northwest into the new development. See *Subdivision Map of Hillview Acres Estates*, dated August 31, 1959, recorded as Map No. 12217 in the Westchester County Clerk’s Office (**Exhibit 16**). The streets in the proposed Subdivision, however, were later redesigned so that they intersected this easement on County property in a slightly different location. See *Subdivision Map Hickory Hill by Northern Properties, Inc.*, dated July 28, 1960, recorded as Map No. 12493 in the Westchester County Clerk’s Office (**Exhibit 17**).

¹⁷ See Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated April 21, 1959, at 2.

¹⁸ See Minutes of a Special Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated September 9, 1959, at 11.

¹⁹ See Minutes of a Special Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated May 27, 1960, at 2-10. The “Park Area” referred to in this resolution is on the southeast corner of the development, adjacent to the County’s Parkway property. See *Subdivision Map of Hillview Acres Estates*, dated August 31, 1959, recorded as Map No. 12217 in the Westchester County Clerk’s Office (**Exhibit 16**).

²⁰ Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated September 16, 1960, at 3.

adjacent to the “existing easement as shown on map entitled, ‘Westchester County Park Commission Map Showing Location of Easement Through Lands Designated as a Portion of Parcels ‘2A’, ‘2C’ & ‘3’, Sheet No. 14A, Saw Mill River Parkway”, and filed in the Office of the Clerk of the County of Westchester (Division of Land Records) on the 9th day of March, 1959 as Map No. 11900”.”²¹

In an attempt to relieve the County of the increasing financial responsibility of operating and maintaining the County parkway system, in 1960 New York passed a new statute creating the East Hudson Parkway Authority, a separate entity that would take over the County parkway system in Westchester and would have independent authority to impose tolls and issue bonds.²² As originally enacted, the East Hudson Parkway Authority was only intended to be in existence for five years, after which all of its assets “shall pass to and be vested in the state.”²³

Westchester County was expressly authorized to convey to the new East Hudson Parkway Authority any “real property owned by the county and comprising the Westchester county parkway system.” Upon such a transfer, “all the assets and liabilities of the Westchester county parkway authority created by title ten of this article shall pass to and be vested in the [East Hudson Parkway Authority]” and the Westchester County Parkway Authority shall cease to exist.²⁴

The [East Hudson Parkway Authority] may acquire in the name of the state by purchase or condemnation pursuant to the condemnation law such real property or rights or easements therein as may be necessary or proper for the reconstruction, improvement or operation of the Westchester county parkway system . . . provided further, however, that the [East Hudson Parkway Authority] shall not, without the consent of the county dispose of any real property which has been transferred to it in the name of the state pursuant to subdivision two of this section.²⁵

Pursuant to the terms of this statute, in February 1961, Westchester County entered into “a certain instrument in writing to carry out the intents and purposes of Chapter 649 of the Laws of 1960, and did by said instrument grant and release unto the [State] certain lands and

²¹ This new, additional easement through the County’s Parkway property is shown on *Westchester County Park Commission Map of Easement Through Lands Designated as Parcels 2A and 3, Sheet No. 14A Saw Mill River Parkway*, dated October 31, 1960, recorded as Map No. 12618 in the Westchester County Clerk’s Office (**Exhibit 18**).

²² 1960 N.Y. Laws Chap. 649 §§ 452, 453.

²³ *Id.* § 452.

²⁴ *Id.* § 457(2).

²⁵ *Id.* § 457(3).

premises,” comprising a part of the Saw Mill River Parkway.²⁶ This instrument was never recorded, however, so in 1968, the County and the State executed a new Indenture documenting the transfer of those properties.²⁷ Under this Indenture, Westchester County conveyed to the State of New York various parcels in Dobbs Ferry immediately adjacent to the west side of the old New York Central Railroad – Putnam Division track bed.²⁸ This conveyance, however, did not include the parcel now known as Town of Greenburgh Tax Parcel No. 3.140-129-58.

In 1976, the County of Westchester conveyed to the State of New York, again pursuant to Chapter 649 of the Laws of 1960, several additional parcels along the Saw Mill River Parkway.²⁹ Included among the parcels conveyed at this time was the parcel now known as Town of Greenburgh Tax Parcel No. 3.140-129-58.³⁰ Although held in the name of the State of New York, this parcel was under the control of the East Hudson Parkway Authority.

By statute enacted in 1979, New York transferred to the New York State Department of Transportation all of the duties, functions and responsibilities of the East Hudson Parkway Authority.³¹ All real property owned, used or controlled by the East Hudson Parkway Authority was to be transferred to the State.³² The State Transportation Commissioner was separately authorized

[t]o dispose of . . . any real property deemed by the commissioner not to be necessary for the operation of special parkways, or to otherwise, in whole or in part, hold, manage, sell or exchange such property on terms beneficial to the state. However, any property previously owned by Westchester county

²⁶ See Indenture, dated April 17, 1968, between County of Westchester and The People of the State of New York, recorded in the Westchester County Clerk’s Office at LIBER 6775 PAGE 198 (**Exhibit 19**).

²⁷ *Id.*

²⁸ See *id.* LIBER 6775 PAGE 198, 200; *Map Showing Lands [of the] East Hudson Parkway Authority in the Name of the State of New York – Sheet No. 13*, dated June 8, 1964, recorded as Map No. 14263 Sheet No. 13 in the Westchester County Clerk’s Office (**Exhibit 20**); *Map Showing Lands [of the] East Hudson Parkway Authority in the Name of the State of New York – Sheet No. 14*, dated June 8, 1964, recorded as Map No. 14263 Sheet No. 14 in the Westchester County Clerk’s Office (**Exhibit 21**).

²⁹ Indenture, dated July 29, 1976, between County of Westchester and The People of the State of New York, recorded in the Westchester County Clerk’s Office at LIBER 7386 PAGE 630 (**Exhibit 22**).

³⁰ *Id.* LIBER 7386 PAGE 630, 632; *Map of Lands [of the] East Hudson Parkway Authority*, dated June 6, 1975, recorded as Map No. 18694 in the Westchester County Clerk’s Office (**Exhibit 23**).

³¹ 1979 N.Y. Laws Chap. 370.

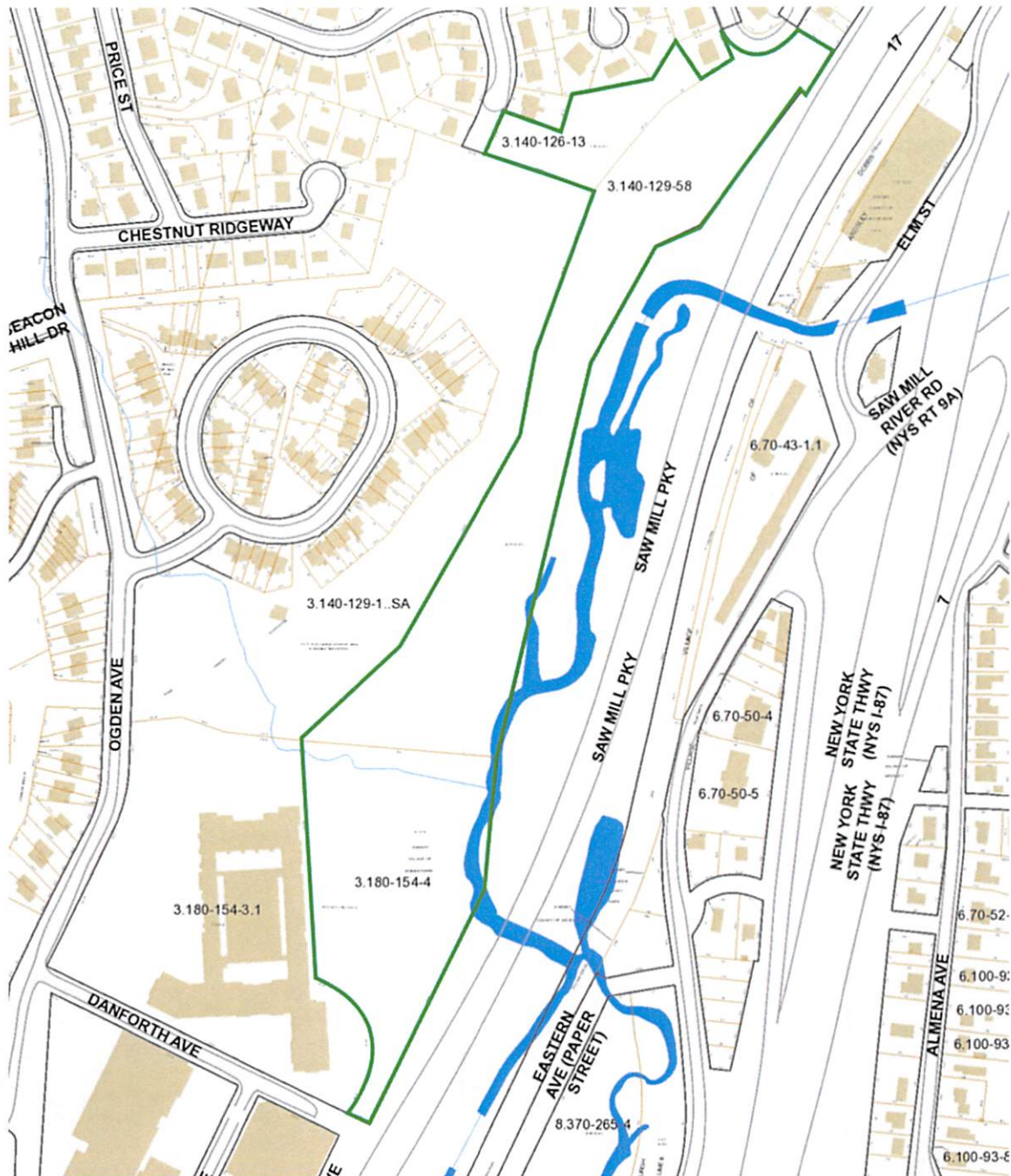
³² *Id.* § 8.

shall revert to the county when such property is no longer necessary and utilized for the operations of special parkways.³³

³³ Id. § 71(7), codified at N.Y. Trans. Law § 71(7) (2018 Cumulative Pocket Part).

Describe the Intended Use of the Property

The Village of Dobbs Ferry intends to combine Town of Greenburgh Tax Parcel No. 3.140-129-58 with two adjacent, park parcels owned by the Village and, thereby, create a new 14.8-acre, Village-owned public park along the Saw Mill River. This new Village Park would extend from Southfield Avenue on the north to Danforth Avenue on the south and abut the Saw Mill River as it flows through the eastern portion of Dobbs Ferry. A map of this new proposed park, showing the location of the three parcels, is set forth below.



The two adjacent, Village-owned parcels that will be part of this new park are Town of Greenburgh Tax Parcel No. 3.140-126-23 and Greenburgh Tax Parcel No. 3.180-154-4, both of which are both dedicated parkland.

The combination of these three parcels creates a unique woodland area. The parcels include the remains of several old carriage trails that create a natural walkway from north to south. These original carriage trails can be seen in the *Map of the Herrmann-Arnstein Property*, which is **Exhibit 2**. The southern parcel of the proposed park, which is currently owned by the Village of Dobbs Ferry and dedicated solely for use as a park, has a small stream that runs west to east into a marsh-like area before emptying into the Saw Mill River. There is an existing bridge that crosses over this stream, which allows easy access to the walking trails that extend northward. Current plans include placing benches along these walking trails, replacing invasive plants with native shrubbery and trees in various locations and creating areas of quiet contemplation along the Saw Mill River.

This proposed combination of Town of Greenburgh Tax Parcel No. 3.140-129-58 with the two existing Village-owned parcels into a single Village park meets key goals for the community. First, this new Park will include a recreational path that will connect different parts and neighborhoods within the Village. Second, this new Park will open up access to the Saw Mill River and, with proper management, protect the Saw Mill River watershed. Third, permanently preserving this existing open space will serve as a balance to the ongoing development and growth in the Chauncey Park/Rivertowns Square area just to the south. Fourth, creating this new Park in the eastern part of the Village creates new passive, recreational opportunities for neighborhoods that do not have ready access to the existing parks in Dobbs Ferry. Finally, protecting these undeveloped woodlands furthers the goals of both the Dobbs Ferry 2017 Climate Action Plan and the regional Saw Mill River Coalition, a partnership committed to revitalizing the Saw Mill River and supported by Dobbs Ferry and several of its surrounding Villages.

This Project is sponsored by the Village of Dobbs Ferry, the Westchester County Board of Legislators, the Saw Mill River Coalition, Groundwork Hudson Valley, and the Greater Irvington Land Trust.

Application by the Village of Dobbs Ferry to Purchase Surplus Property,
Dated August 27, 2020

List of Supporting Exhibits

Exhibit No.	Description
1	Indenture, dated July 9, 1907, between William F. and Catherine C. Carroll and Milton C. Herrmann and Leo Arnstein, recorded in the Westchester County Clerk's Office at LIBER 1812 PAGE 180
2	<i>Map of the Herrmann-Arnstein Property Dobbs Ferry N.Y.</i> , dated March 25, 1909, recorded as Map No. 1862 in the Westchester County Clerk's Office
3	Indenture, dated July 12, 1909, between Leo and Elsie Arnstein and Milton and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2472 PAGE 2
4	Indenture, dated December 23, 1921, between Milton Herrmann and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2370 PAGE 257
5	Indenture, dated December 23, 1921, between Milton Herrmann and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2370 PAGE 255
6	Indenture, dated December 13, 1923, between Elsa H. Herrmann and Albert Walter, recorded in the Westchester County Clerk's Office at LIBER 2472 PAGE 55
7	<i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A, as Amended</i> , dated March 15, 1927, recorded as Map No. 2722-2 in the Westchester County Clerk's Office
8	Indenture, dated June 24, 1924, between Elsa H. Herrmann and Charles T. McFarlane, recorded in the Westchester County Clerk's Office at LIBER 2510 PAGE 29
9	Indenture, dated February 3, 1925, between Elsa H. Herrmann and Charles T. McFarlane, recorded in the Westchester County Clerk's Office at LIBER 2551 PAGE 160
10	Indenture, dated September 28, 1926, between Mary E. McNamara and County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2703 PAGE 498
11	Indenture, dated March 28, 1927, between Ernst Jahn and the County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2751 PAGE 89
12	Indenture, dated July 2, 1927, between Charles T. McFarlane and the County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2777 PAGE 427

13	Indenture, dated February 29, 1960, between Saw Mill Heights, Inc. and Northern Properties, Inc., recorded in the Westchester County Clerk's Office at LIBER 5994 PAGE 398
14	<i>Revised Subdivision Map of Hickory Hill by Northern Properties Incorporated</i> , dated Sept. 22, 1961, recorded as Map No. 12952 in the Westchester's County Clerk's Office
15	<i>Westchester County Park Commission Map Showing Location of Easement Through Lands Designated as a Portion of Parcels "2A", "2C" & "3", Sheet No. 14A Saw Mill River Parkway</i> , dated January 13, 1959, recorded as Map No. 11900 in the Westchester County Clerk's Office
16	<i>Subdivision Map of Hillview Acres Estates</i> , dated August 31, 1959, recorded as Map No. 12217 in the Westchester County Clerk's Office
17	<i>Subdivision Map Hickory Hill by Northern Properties, Inc.</i> , dated July 28, 1960, recorded as Map No. 12493 in the Westchester County Clerk's Office
18	<i>Westchester County Park Commission Map of Easement Through Lands Designated as Parcels 2A and 3, Sheet No. 14A Saw Mill River Parkway</i> , dated October 31, 1960, recorded as Map No. 12618 in the Westchester County Clerk's Office
19	Indenture, dated April 17, 1968, between County of Westchester and The People of the State of New York, recorded in the Westchester County Clerk's Office at LIBER 6775 PAGE 198
20	<i>Map Showing Lands [of the] East Hudson Parkway Authority in the Name of the State of New York – Sheet No. 13</i> , dated June 8, 1964, recorded as Map No. 14263 Sheet No. 13 in the Westchester County Clerk's Office
21	<i>Map Showing Lands [of the] East Hudson Parkway Authority in the Name of the State of New York – Sheet No. 14</i> , dated June 8, 1964, recorded as Map No. 14263 Sheet No. 14 in the Westchester County Clerk's Office
22	Indenture, dated July 29, 1976, between County of Westchester and The People of the State of New York, recorded in the Westchester County Clerk's Office at LIBER 7386 PAGE 630
23	<i>Map of Lands [of the] East Hudson Parkway Authority</i> , dated June 6, 1975, recorded as Map No. 18694 in the Westchester County Clerk's Office

Short Environmental Assessment Form

Part 1 - Project Information

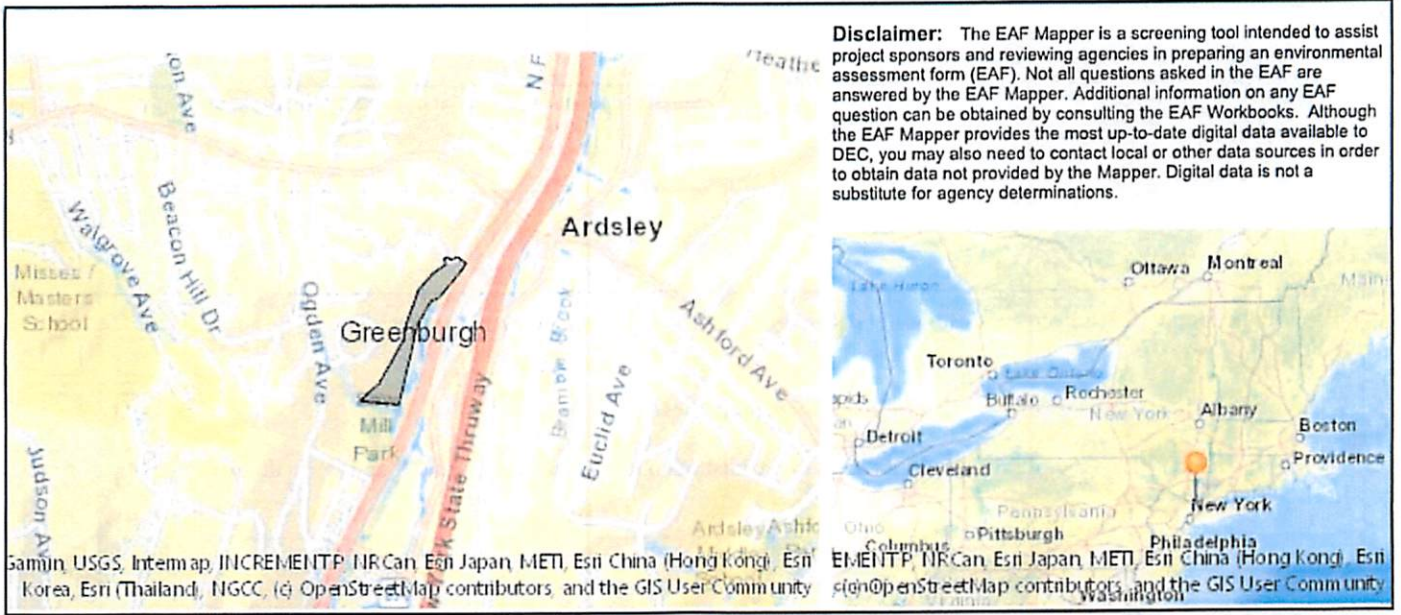
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Village of Dobbs Ferry			
Name of Action or Project: Acquisition and dedication of surplus, undeveloped property adjacent to Chauncey Park as parkland			
Project Location (describe, and attach a location map): Town of Greenburgh Tax Parcel No. 3.140-129-58 on the west side of the Saw Mill River Parkway in the Village of Dobbs Ferry, adjacent to Chauncey Park			
Brief Description of Proposed Action: The Village would like to acquire and dedicate an 8.4 acre parcel of surplus, undeveloped, State-owned property adjacent to Chauncey Park as parkland. The property is owned by the State of New York as a remnant of the development of the Saw Mill River Parkway. After acquisition and dedication as parkland, the Village intends to connect the parcel with two other adjacent park parcels (4 and 4.4 acres) for a combined park having 14.8 acres. The Saw Mill River runs through the property, and includes woodland pathways, remainders of historic carriage trails, that connect two previously disconnected neighborhoods - the Rivertowns Square/Danforth apartments with the Southfield Avenue neighborhood. Dedicating this property as parkland will open access to the Saw Mill River for residents, protect the river's watershed with management by the Village in partnership with well-established collaborators including Groundworks Hudson Valley, and create new passive recreation opportunities for neighborhoods that do not have ready access to the existing parks in Dobbs Ferry. Finally, protecting these undeveloped woodlands furthers the goals of both the Dobbs Ferry 2017 Climate Action Plan and the regional Saw Mill River Coalition, a partnership committed to revitalizing the Saw Mill River and supported by Dobbs Ferry and several of its surrounding Villages.			
Name of Applicant or Sponsor: Village of Dobbs Ferry		Telephone: 914-231-8502 E-Mail: villageadministrator@dobbsferry.com	
Address: 112 Main Street			
City/PO: Dobbs Ferry		State: NY	Zip Code: 10522
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO	YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		8.4 acres	
b. Total acreage to be physically disturbed?		_____ acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		14.8 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other(Specify): State Parkway			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? Name:Floodplains, Reason:Protect water & natural area, Agency:Greenburgh, Town of, Date:1-30-79 If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: As the site is intended as a passive-use park, no energy usage is required. _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ As the site is intended as a passive-use park, no potable water supply is required. _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ As the site is intended as a passive-use park, no wastewater treatment is required. _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: The site includes and is adjacent to the Saw Mill River, a tributary of the Hudson River. Both New York State and Westchester County consider the Saw Mill River a "priority watershed." The municipalities situated along the Saw Mill River watershed, including Dobbs Ferry, have signed a Memorandum of Agreement to among other items, cooperate on a shared watershed management plan. This project would contribute to the preservation of this important watershed and wetland area. _____			



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Floodplains, Reason:Protect water & natural area, Agency:Greenburgh, Town of, Date:1-30-79
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe: _____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ Not to the best of our knowledge.	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ Potential Spill number 1507548 in nearby property, closed in 2016 by the DEC.	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: _____ Date: <u>4/21/21</u> Signature: <u>RICHARD LEINS</u> Title: <u>VILLAGE ADMINISTRATOR</u>		

TO: Michael Ford

FROM: Charles L. Kerr

DATE: September 2, 2019 (Revised and Updated)

RE: **Chronology of the Ownership of the Saw Mill River Parcels – Working Draft**

Date	LIBER	PAGE	Document	Notes
1785			Forfeiture and Sale of Philipsburg Manor	Isaac Stoutenburgh and Philip van Cortlandt were the appointed Commissioners of Forfeitures for the Southern District of New York. Under laws enacted by the new State of New York, they had seized Philipsburg Manor, the property of Frederick Philipse who had sided with England during the Revolution. <i>See</i> The New York Act of Attainder, or Confiscation Act, 1779 N.Y. Law Chap. XXIV. In 1785, they sold various tracts of the Philipsburg Manor to many of the tenant farmers who had sided with the colonists. <i>See</i> J. Thomas Scharf, <i>History of Westchester County, New York</i> , Vol. II (L.E. Preston & Co. 1886) (hereinafter “ <i>History of West. Cty. Vol II</i> ”), at 174; Ross Liemer, <i>Abstract of Sales, Commissioners of Forfeiture, Westchester County</i> (July 2003), available at http://www.westchesterarchives.com/ht/muni/wca/forfeitsumm.html ; Harry B. Yoshpe, <i>The Disposition of Loyalist Estates in the Southern District of the State of New York</i> (ASM Press 1967); Mary Donovan, <i>A Land Sale Bonanza: Dividing Up Fredericks Philipse’s Confiscated Property</i> , <i>The Ferryman</i> , Vol. XXIV, Issue No. 3 (Winter 2010), at 1-2; <i>A Plan of the Manor of Philipsburg</i> , dated 1785, John Hill, Surveyor (N.Y.P.L. – Lionel Pincus and Princess Firyal Map Div.).

08/13/1785	240	466	Indenture between Isaac Stoutenburgh and Philip van Cortlandt (First Part) and Thomas Storm and Andrew Storm (Second Part)	<p>By this Indenture, Stoutenburgh and Cortlandt conveyed to Thomas Storm and Andrew Storm 108-acres, bounded on the north by land in the possession of Anthony Fowler, on the east by the Saw Mill River, on the south by land in the possession of George Knox and on the west by land in the possession of Richard Dusenberry and in the possession of Jacob Storm.</p> <p>This parcel is shown on the <i>Map of Part of The Manor of Philipsburgh in the County of Westchester, N.Y.</i>, dated 1785, John Hill, Surveyor, revised by M.K. Couzens 1880 (West. Cty. Archives), available at http://collections.westchestergov.com/digital/collection/forfeiture/id/108/rec/9 (hereinafter, "<i>Map of Southern Part of Philipsburgh Manor</i>")</p>
12/06/1785			Indenture between Isaac Stoutenburgh and Philip van Cortlandt (First Part) and George Deiterick (Second Part)	<p>By this Indenture, Stoutenburgh and Cortlandt conveyed to George Deiterick 282-acres, which extended from the Hudson River to the Saw Mill River and was bounded on the north by land in the possession of Richard Dusenberry and John Storm, bounded on the east by the Saw Mill River, bounded on the south by land in the possession of Thomas Heyat and bounded on the west by Hudson River. This Indenture, which was apparently never recorded, is evidenced by a Copy of Abstract No. 36, dated August 13, 1788, in the Abstract of Sales prepared by the Commissioners of Forfeiture, available at http://collections.westchestergov.com/digital/collection/forfeiture/search.</p> <p>This parcel is shown on the <i>Map of Southern Part of Philipsburgh Manor</i>.</p>
02/04/1825	27	343	Indenture between Van Brugh Livingston and his wife Harriet Livingston (First Part) and Frederick Brown (Second Part)	<p>By this Indenture, Van Brugh and Harriet Livingston conveyed to Frederick Brown 10 acres, which was near the lands of Andrew Storm, the lands of John Lawrence and the lands of Martin Lefurgy and near the road that is today Ashford Avenue. From the description in the deed, it is not possible to pinpoint exactly where this property is located.</p>

02/27/1827	30	28	Indenture between Van Brugh Livingston and Harriett Livingston (First Part) and Frederick Brown (Second Part)	By this Indenture, Van Brugh and Harriet Livingston conveyed to Frederick Brown 143 acres that bordered and extended west from the Saw Mill River. From the description in the deed, it is not possible to pinpoint exactly where this property is located, although this likely became Frederick Brown's farm, which after his death was partitioned between his two sons, Isaac and Frederick Brown, in 1854.
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10/31/1843	105	289	<p>Indenture between Phebe Lefurgy, Jane Farrington, Hannah Embree, Frederick Brown and his wife Mary Brown, John Conklin and his wife Eliza Conklin, Isaac Conklin and his wife Sarah Conklin, Daniel Conklin, Frederic Conklin, Elizabeth Conklin, William Conklin, Sylvanus Post and his wife Hannah Post, all heirs of Evert Brown (First Part) and John J. Wilsea (Second Part)</p>	<p>By this Indenture, the heirs of Evert Brown conveyed to John Wilsea 136 acres which was bounded on the east by the Saw Mill River, bounded on the south by the lands of Daniel Lawrence, bounded on the west by the lands of Isaac Lefurgy and lands late in the possession of Van Brugh Livingston and bounded on the north by the lands of Frederick Brown and lands late in the possession of Van Brugh Livingston. From the description in the deed, it is not possible to pinpoint exactly where this property is located, although it extends west from the Saw Mill River. It appears that this is property that today extends from Rivertowns Square out to Children's Village and was just south of the farm owned by Frederick and Mary Brown.</p>
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02/22/1844	105	284	Indenture between John J. Wilsea and his wife Ann Wilsea (First Part) and William Lawrence (Second Part)	By this Indenture, John and Ann Wilsea conveyed to William Lawrence 136-acres bounded by on the east by the Saw Mill River, bounded on the south by the land of Daniel Lawrence, bounded on the west by the land of Isaac Lefurgy and lands late in the possession of Van Brugh Livingston and bounded on the north by the land of Frederick Brown and the land late in the possession of Van Brugh Livingston. This is the same parcel that John Wilsea purchased in 1843, as evidenced by the Indenture, dated October 31, 1843, recorded at LIBER 105 PAGE 289. From the description in the deed, it is not possible to pinpoint where this property is located, although it extends west from the Saw Mill River. It appears that this is property that today extends from Rivertowns Square out to Children's Village and was just south of the farm owned by Frederick and Mary Brown.
02/22/1844	105	286	Indenture between William Lawrence and his wife Hannah Lawrence (First Part) and John J. Wilsea (Second Part)	By this Indenture, William and Hannah Lawrence conveyed to John J. Wilsea two parcels, the first consisting of 0.25 acres and second consisting of 4 acres. From the description in the deed, it is not possible to pinpoint exactly where this property is located.

10/31/1849	174	24	<p>Agreement Between Francis Griffin, Charles G. Havens and Christopher Townsends, Trustees, (First Part) and Henry A. Coit (Second Part)</p>	<p>By this Agreement, Francis Griffin, Charles G. Havens, and Christopher Townsend, as Trustees, agreed to convey to Henry Coit part of what had been the farm of Stephen Halsey that extended from the Albany Post road east to property of Frederick and Evert Brown and consisting of 92 acres. This conveyance was subject to a mortgage in a contested foreclosure proceeding.</p> <p>Henry August Coit (b. 1800 d. ___) was a merchant who lived in Cuba as a young man. For over twenty years, he invested in the sugar trade along with his partner, Moses Taylor III. Coit was fluent in Spanish and moved easily in Cuba society. Having made a fortune in the sugar trade, he maintained palatial homes in Havana, Dobbs Ferry and Saratoga Springs, New York, until he was ruined in the Panic of 1857. Coit's summer residence in Dobbs Ferry was named "Monte Rio." See Roland T. Ely, <i>The Old Cuba Trade: Highlights and Case Studies of Cuban-American Interdependence during the Nineteenth Century</i>, Vol. 38, No. 4 <i>The Business History Review</i> pp. 456-478 (Harvard College Winter, 1964).</p>
01/10/1850	142	200	<p>Indenture between Francis Griffin, Charles G. Havens and Christopher Townsends, Trustees, (First Part) and Henry A. Coit (Second Part)</p>	<p>By this Indenture, Francis Griffin, Charles G. Havens, and Christopher Townsend, as Trustees, conveyed to Henry Coit part of what had been the farm of Stephen Halsey that extended from the Albany Post road east to property of Frederick and Evert Brown and consisting of 92 acres. This conveyance was subject to a mortgage in a contested foreclosure proceeding.</p>

04/26/1850	146	255	Indenture between William Lawrence and his wife Hannah (First Part) and James B Danforth (Second Part)	By this Indenture, William and Hannah Lawrence conveyed to James B. Danforth 61.65 acres located between the Homestead Farm of J. Anthony Constant and the Saw Mill River. This parcel was part of the farm conveyed by John J. Wilsea and his wife Ann Wilsea to William Lawrence on February 22, 1844, as evidenced by the Indenture recorded at LIBER 105 PAGE 284.
07/17/1850	149	285	Indenture between Frederick Brown and his wife Mary Brown (First Part) and James B. Danforth (Second Part)	By this Indenture, Frederick and Mary Brown conveyed to James B. Danforth 33.11 acres. This parcel is part of the land conveyed to Frederick Brown by Van Brugh Livingston, as evidenced by the Indenture recorded at LIBER 30 PAGE 28. From the description in the deed, it is not possible to pinpoint exactly where this property is located.
03/20/1851	158	318	Indenture between Evert Brown and his wife Jane Brown and Daniel L. Lent and his wife Ann Lent (First Part) and Isaac Brown and Frederick Brown (Second Part)	By this Indenture, Evert Brown and his sister, Ann Brown Lent, conveyed to their brothers, Isaac and Frederick Brown, all of their interest in the farm of their father, Frederick Brown (who is now deceased). This 110-acre farm is bounded on the east by the Saw Mill River and the Saw Mill River Road, bounded on the north by lands of Andrew Storm and James Storm, bounded on the west by lands of E.H. Warner and E. H. Walgrove and bounded on the south by lands of William Lawrence.

03/20/1851	161	144	Agreement between Isaac Brown and Frederick Brown (First Part) and Mary Brown (Second Part)	This Agreement recites that Mary Brown was the wife of Frederick Brown, who is now deceased, and that Mary Brown and Isaac Brown and Frederick Brown, who are the sons of the deceased Frederick Brown, have settled among themselves the distribution and settlement of the real and personal estate of the Frederick Brown. They agree that Mary Brown may hold onto her rights of dower in the 110-acre farm in which they all reside and that she has a life estate to the farm as long as she chooses.
05/06/1851	166	170	Indenture between William Paulding and his wife Maria Paulding (First Part) and James B. Danforth (Second Part)	By this Indenture, William and Maria Paulding conveyed to James B. Danforth 19 acres that had been part of Paulding's farm. This parcel is shown on <i>Map of Land Conveyed by William Paulding and Wife to James B. Danforth</i> , dated April 21, 1851, Map. No. VOL81 PG11-3. From the description in the deed, it is not possible to pinpoint exactly where this property is located.
05/06/1851	166	165	Indenture between William Paulding and his wife Maria Paulding (First Part) and Henry A. Coit (Second Part)	By this Indenture, William and Maria Paulding conveyed to Henry Coit 34 acres that had been part of Paulding's farm. This parcel is shown on <i>Map of Property Belonging to Henry Coit</i> , dated May 7, 1851, VOL18 PG35. From the description in the deed, it is not possible to pinpoint exactly where this property is located.

08/27/1851	168	284	Indenture between James B. Danforth and Anna R. Danforth (First Part) and Henry A. Coit (Second Part)	By the Indenture, James and Anna Danforth conveyed to Henry Coit two parcels, the first consisting of 61.65-acres located between the Homestead Farm of J. Anthony Constant and the Saw Mill River and the second consisting of 18.55-acres. The first parcel was part of the farm conveyed by John J. Wilsea and his wife Ann Wilsea to William Lawrence as evidenced by the Indenture, dated February 22, 1844, recorded at LIBER 105 PAGE 284.
06/01/1852	196	333	Indenture between James Lawrence (First Part) and Henry A. Coit (Second Part)	By this Indenture, James Lawrence conveyed to Henry Coit 45.26 acres of property that extended to and over the Saw Mill River. From the description in the deed, it is not possible to pinpoint exactly where this property is located.
05/03/1853	234	219	Release between Henry A. Coit (First Part) and Charles G. Havens and Christopher Townsend (Second Part)	By this Release, Henry Coit released Charles G. Havens and Christopher Townsend of any remaining obligations under the Agreement, dated October 31, 1849, and recorded at LIBER 174 PAGE 24.
03/05/1854	271	230	Indenture between Isaac Brown and his wife Mary Elizabeth Brown (First Part) and Frederick Brown (Second Part)	By this Indenture, Isaac and Mary Elizabeth Brown conveyed to their brother, Frederick Brown, 52 acres consisting of the southern half of what had been their father's farm. This parcel was bounded on the east by the Saw Mill River Road and the land of the Buckouts, and bounded on the south by the land of William Lawrence and Henry Coit, bounded on the west by the land of E. W. Walgrove and bounded on the north by the land of Isaac Brown.

03/05/1854	271	225	Indenture between Frederick Brown and his wife Martha Brown (First Part) and Isaac Brown (Second Part)	By this Indenture, Frederick and Martha Brown conveyed to their brother, Isaac Brown, 66 acres consisting of the northern half of what had been their father's farm. This parcel was bounded on the north by the lands of Isaac Lefurgy and Samuel Smith, bounded on the east by the Saw Mill River, bounded on the south by the land of Frederick Brown, and bounded on the west by the lands of E.W. Walgrove and Eliakim S. Bolles.
04/03/1854	266	39	Indenture between Isaac M. Lethargy and his wife Eliza Lethargy (First Part) and Isaac Brown (Second Part)	By this Indenture, Isaac and Eliza Lethargy conveyed to Isaac Brown a strip of land that extends from Isaac Brown's farm north up to the road heading from Dobbs Ferry to White Plains, consisting of 0.3 acres. Today this road is Ashford Avenue.
07/01/1854	273	288	Indenture between Mary Brown (First Part) and Isaac Brown (Second Part)	By this Indenture, Mary Brown conveyed to her son, Isaac Brown, her interest in the 66 acres that had been the northern half of what had been her husband's farm. By this Indenture, Mary Brown in affect, released her dower rights in this property.
07/01/1854	273	291	Indenture between Mary Brown (First Part) and Frederick Brown (Second Part)	By this Indenture, Mary Brown conveyed to her son, Frederick Brown, her interest in the 52 acres that had been the southern half of what had been her husband's farm. By this Indenture, Mary Brown in affect, released her dower rights in this property.

07/01/1854	273	300	Indenture between Isaac Brown and his wife Mary Elizabeth Brown (First Part) and James L. Curtis (Second Part)	<p>By this Indenture, Isaac and Mary Elizabeth Brown conveyed to James L. Curtis two parcels. The first parcel consists of 66 acres, which was the northern half of what had been Isaac Brown's father's farm. This parcel was bounded on the north by the lands of Isaac Lefurgy and Samuel Smith, bounded on the east by the Saw Mill River, bounded on the south by the land of Frederick Brown, and bounded on the west by the lands of E.W. Walgrove and Eliakim S. Bolles. This first parcel is the area marked "Ac. 66, R. O, Poles 37&2/10" and the area marked "5 ½ Acres in meadow" as shown on the <i>Map of Property Belonging to J.B. Danforth</i>, dated March 1, 1859, Map No. 348 (hereinafter, the "<i>Map of Danforth Property</i>").</p> <p>The second parcel consists of a strip of land that extends from Isaac Brown's farm north up to the road heading from Dobbs Ferry to White Plains, consisting of 0.3 acres. This second parcel is the area marked "0 Ac., 1 R., 26 & 2/10 P" as shown on the <i>Map of Danforth Property</i>.</p>
07/01/1854	273	305	Indenture between Frederick Brown and his wife Martha Brown (First Part) and James L. Curtis (Second Part)	By this Indenture, Frederick and Martha Brown conveyed to James L. Curtis 2 acres and is the area marked "Ac. 2, R. 1, P. 13" as shown on the <i>Map of Danforth Property</i> .
08/01/1854	292	274	Indenture between Ann Maria Meyer (First Part) and James L. Curtis (Second Part)	By this Indenture, Ann Maria Meyer conveyed to James L. Curtis 6 acres bounded on the north by the road between Dobbs Ferry and White Plain, on the east by the lands of Ann Maria Meyer, on the south by lands of James L. Curtis and on the west by the lane owned by James L. Curtis and running from his property to the road from Dobbs Ferry to White Plains. This parcel is the area marked "6 Acres nearly" as shown on the <i>Map of Danforth Property</i> .

11/10/1855	318	384	Right of Way between Ann Maria Meyer and her husband Meyer H. Meyer (First Part) and James L. Curtis (Second Part)	By this Indenture, Ann Maria and Meyer Meyer conveyed a Right of Way to James L. Curtis along the boundary of Meyer's and Curtis' property and starting fifty-one feet west of the Saw Mill River and then running east to the lands of the late Peter B. Lynch and the Saw Mill River Road, along with the right to build a bridge over the Saw Mill River. This Right of Way across the Saw Mill River is shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111.
11/28/1855	318	364	Indenture between James L. Curtis and his wife Emma Curtis (First Part) and James B. Danforth (Second Part)	<p>By this Indenture, James and Emma Curtis conveyed to James Danforth four parcels.</p> <p>The first parcel consists of 66 acres, which was the northern half of what had been Isaac Brown's father's farm. This parcel was bounded by on the north by the lands of Isaac Lefurgy and Samuel Smith, bounded on the east by the Saw Mill River, bounded on the south by the land of Frederick Brown, and bounded on the west by the lands of E.W. Walgrove and Eliakim S. Bolles. This first parcel is the area marked "Ac. 66, R. O, Poles 37&2/10" and the area marked "5 1/2 Acres in meadow" as shown on the <i>Map of Danforth Property</i>.</p> <p>The second parcel consists of a strip of land that extended from Isaac Brown's farm north up to the road heading from Dobbs Ferry to White Plains, making up 0.3 acres. This second parcel is the area marked "0 Ac., 1 R., 26 & 2/10 P" as shown on the <i>Map of Danforth Property</i>.</p> <p>The third parcel consists of 2 acres and is the area marked "Ac. 2, R. 1, P. 13" as shown on the <i>Map of Danforth Property</i>.</p> <p>The fourth parcel consists of 6 acres and is bounded on the north by the road between Dobbs Ferry and White Plains, on the east by the lands of Ann Maria Meyer, on the south by Parcel No. 1 above and on the west by Parcel No. 2 above. This parcel is the area marked "6 Acres nearly" as shown on the <i>Map of Danforth Property</i>.</p>

11/28/1855	318	171	Indenture between James L. Curtis and his wife Emma Curtis (First Part) and James B. Danforth (Second Part)	By this Indenture, James and Emma Curtis conveyed to James Danforth any rights and interest in the Right of Way along the boundary of Meyer's and Curtis' property and starting fifty-one feet west of the Saw Mill River and then running east to the lands of the late Peter B. Lynch and the Saw Mill River Road, along with the right to build a bridge over the Saw Mill River, which was granted by the Right of Way, dated November 10, 1855, recorded at LIBER 318 PAGE 384.
06/12/1856	335	71	Indenture between Frederick Brown and his wife Martha Brown (First Part) and James B. Danforth (Second Part)	By this Indenture, Frederick and Martha Brown conveyed to James B. Danforth 52 acres, consisting of the southern half of what had been Frederick Brown Sr.'s farm. This parcel was bounded on the east by the Saw Mill River Road and the land of the Buckouts, and bounded on the south by the land of William Lawrence and Henry Coit, bounded on the west by the land of E.W. Walgrove and bounded on the north by the land of Isaac Brown. This parcel was the southern part of Frederick Brown's father's farm that Isaac Brown transferred to Frederick Brown on March 5, 1854, as evidenced by Indenture recorded at LIBER 271 PAGE 230. This conveyance was subject to several mortgages on the property.
03/13/1859	403	381	Release of Mortgage between James Storms (First Part) and James B. Danforth (Second Part)	By this Release of Mortgage, James Storms released and conveyed to James B. Danforth any interest in the 6 acres bounded on the north by the road between Dobbs Ferry and White Plain, bounded on the east by the lands of Ann Maria Meyer, bounded on the south by lands of James L. Curtis and bounded on the west by the lane owned by James L. Curtis and running from his property to the road from Dobbs Ferry to White Plains, which Ann Maria Meyer had previously conveyed to James B. Danforth, as evidenced by the Indenture, dated August 1, 1854, recorded at LIBER 292 PAGE 274.
03/25/1859	403	351	Release of Mortgage between James L. Curtis (First Part) and James B. Danforth (Second Part)	By this Release of Mortgage, James L. Curtis released and conveyed to James B. Danforth any interest in the 6-acre "Third Tract" described in the Indenture, dated November 28, 1855, recorded at LIBER 318 PAGE 364.

04/21/1863	501	185	Indenture between Leemon B. Tripp, Sheriff (First Part) and James B. Danforth (Second Part)	Following a mortgage foreclosure action brought by the Administrators of Jasper S. Stymes against Frederick and Mary Brown, the Sheriff of the County of Westchester held a public auction and, by this Indenture, conveyed to James B. Danforth 52 acres, consisting of the southern half of what had been Frederick Brown's farm. This parcel was bounded on the east by the Saw Mill River Road and the land of the Buckouts, bounded on the south by the land of William Lawrence and Henry Coit, bounded on the west by the land of E.W. Walgrove and bounded on the north by the land of Isaac Brown. This parcel was the southern part of Frederick Brown's father's farm that Isaac Brown transferred to Frederick Brown, as evidenced by Indenture, dated March 5, 1854, recorded at LIBER 271 PAGE 230, and that Frederick and Mary Brown transferred to James B. Danforth, as evidenced by Indenture, dated June 12, 1856, recorded at LIBER 335 PAGE 71.
06/13/1864	537	472	Release of Mortgage between John J. Storms (First Part) and James B. Danforth (Second Part)	By this Release of Mortgage, John Storms released and conveyed to James B. Danforth any interest in a 10.32-acre parcel bounded on the north by the lands of E.W. Walgrove, bounded on the east by the lands of Frederick Brown, bounded on the south by the lands of Henry Chauncey and bounded on the west by the lands of James B. Danforth. This parcel is shown as Parcel No. 1 on the <i>Map of Property Surveyed for J. D. Danforth</i> , dated October 24, 1864, Map No. VOL82 PG55.
07/01/1864	537	442	Release of Mortgage between Rebecca Bush (First Part) and James B. Danforth (Second Part)	By this Release of Mortgage, Rebecca Bush released and conveyed to James B. Danforth any interest in a 10.32-acre parcel bounded on the north by the lands of E.W. Walgrove, bounded on the east by the lands of Frederick Brown, bounded on the south by the lands of Henry Chauncey and bounded on the west by the lands of James B. Danforth. This parcel is shown as Parcel No. I on the <i>Map of Property Surveyed for J. D. Danforth</i> , dated October 24, 1864, Map No. VOL82 PG55.

07/01/1864	549	333	Indenture between James B. Danforth (First Part) and Mary Macaulay (Second Part)	By this Indenture, James Danforth conveys to Mary Macaulay 14.95 acres of property bounded on the north by the land of the late E.W. Walgrove, bounded on the east by the land of James Danforth, bounded on the south by the lands of James Danforth and Henry Chauncey and bounded on the east by the land of James Danforth, along with a right of way running from the southwest corner of the property across the lands of James Danforth and Thomas Patton out to the Highland Turnpike. In addition, James Danforth retained a right of way along the northern boundary of this parcel and the right to use a spring on the property. This parcel is shown as Parcel Nos. I & II on the <i>Map of Property Surveyed for J. D. Danforth</i> , dated October 24, 1864, Map No. VOL82 PG55, and is separately shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111.
07/16/1864	537	475	Release of Mortgage between Fredrick Brown (First Part) and James B. Danforth (Second Part)	By this Release of Mortgage, Frederick Brown released and conveyed to James B. Danforth any interest in a 4.62-acre parcel bounded on the north by the lands of E.W. Walgrove, bounded on the east by the lands of James B. Danforth, bounded on the south by the lands of Henry Chauncey and bounded on the west by the lands of James B. Danforth. This parcel is shown as Parcel No. II on the <i>Map of Property Surveyed for J. D. Danforth</i> , dated October 24, 1864, Map No. VOL82 PG55.

06/18/1869	718	324	<p>Indenture between Samuel E. Lyon and John J. Storm, Executors of the Last Will of James B. Danforth (First Part) and D. Ogden Bradley (Second Part)</p>	<p>By this Indenture, Samuel Lyon and John Storm, as the Executors of the Last Will of James B. Danforth, conveyed to D. Ogden Bradley several parcels, including (i) Parcel No. 2 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i>, dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel No. 2 across Parcels 3, 4, 5, 6 and 7 up to the Road from Dobbs Ferry to White Plains, and (ii) Parcel No. 8 and a Right of Way to the Saw Mill River Road as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i>, dated June 12, 1869, Map No. 111.</p> <p>David Ogden Bradley (b. 1827 d.1895), was a New York State assemblyman, the President of Dobbs Ferry and the President of Tarrytown Bank. He was married to Elizabeth Neely and later to Cornelia Fitch (b. ___ d. 1893). His ancestor was John Ogden, who was a Pilgrim and who arrived in North America in 1640. See William Ogden Wheeler, <i>The Ogden Family in America and Their English Ancestry</i> (F.B. Lippincott Co. 1907), at 301-02; Madeline Bryne, <i>On the Street Where You Live . . .</i>, The Ferryman, Vol. XXV, Issue No. 2 (Winter 2012), at 4.</p>
06/18/1869	718	318	<p>Indenture between Samuel E. Lyon and John J. Storm, Executors of the Last Will of James B. Danforth (First Part) and William J. Lyons (Second Part)</p>	<p>By this Indenture, Samuel Lyon and John Storm, as the Executors of the Last Will of James B. Danforth, conveyed to William J. Lyons Parcels A, 1 and B as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i>, dated June 12, 1869, Map No. 111.</p>

06/23/1869	723	353	Indenture between Samuel E. Lyon and John J. Storm, Executors of the Last Will of James B. Danforth (First Part) and Crawford Allen (Second Part)	By this Indenture, Samuel Lyon and John Storm, as the Executors of the Last Will of James B. Danforth, conveyed to Crawford Allen Parcel No. 5 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel No. 5 across Parcels 6 and 7 up to the Road from Dobbs Ferry to White Plains, and a Right of Way from Parcel No. 5 across the eastern part of Parcel 6 and across Parcel 8 to the Saw Mill River Road.
06/23/1869	722	203	Indenture between Samuel E. Lyon and John J. Storm, Executors of the Last Will of James B. Danforth (First Part) and Jane L. Colby (Second Part)	By this Indenture, Samuel Lyon and John Storm, as the Executors of the Last Will of James B. Danforth, conveyed to Jane L. Colby Parcel No. 3 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel No. 3 across Parcels 4, 5, 6 and 7 up to the Road from Dobbs Ferry to White Plains, and a Right of Way from Parcel No. 3 across the eastern part of Parcels 4, 5, and 6 and across Parcel 8 to the Saw Mill River Road.

03/10/1870	766	163	<p>Indenture between Samuel E. Lyon and John J. Storm, Executors of the Last Will of James B. Danforth (First Part) and Elizabeth S. Osborn (Second Part)</p>	<p>The Indenture refers to the June 23, 1869 conveyance by Samuel Lyon and John J. Storm, as the Executors of the Last Will of James D. Danforth, to Crawford Allen of Parcel No. 5 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i>, dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel No. 5 across Parcels 6 and 7 up to the Road from Dobbs Ferry to White Plains, and a Right of Way from Parcel No. 5 across the eastern part of Parcel 6 and across Parcel 8 to the Saw Mill River Road. The Indenture also refers to a proceeding at a Special Term of the Supreme Court for the State of New York in which it was adjudged that Crawford Allen was only a mortgagee and that the real parties in interest to this transaction were Warren A. French and Hector MacKenzie, and that they have determined that their interest should be conveyed to Elizabeth S. Osborn. Therefore, by this Indenture, Samuel Lyon and John Storm, as the Executors of the Last Will of James B. Danforth, conveyed to Elizabeth S. Osborn No. 5 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i>, dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel No. 5 across Parcels 6 and 7 up to the Road from Dobbs Ferry to White Plains, and a Right of Way from Parcel No. 5 across the eastern part of Parcel 6 and across Parcel 8 to the Saw Mill River Road.</p>
04/25/1870	741	361	<p>Indenture between Samuel E. Lyon and John J. Storm, Executors of the Last Will of James B. Danforth (First Part) and Charles B. Curtis and D. Ogden Bradley (Second Part)</p>	<p>By this Indenture, Samuel Lyon and John Storm, as the Executors of the Last Will of James B. Danforth, conveyed to Charles B. Curtis and D. Ogden Bradley Parcel Nos. 6 and 7 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i>, dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel No. 6 across Parcel 7 up to the Road from Dobbs Ferry to White Plains and a Right of Way from Parcel No. 6 across Parcel 8 to the Saw Mill River Road.</p>

05/28/1870	746	103	Indenture between Samuel E. Lyon and John J. Storm, Executors of the Last Will of James B. Danforth (First Part) and Emma Bowerman (Second Part)	By this Indenture, Samuel Lyon and John Storm, as the Executors of the Last Will of James B. Danforth, conveyed to Emma Bowerman Parcel No. 4 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel No. 4 across Parcel Nos. 5, 6 and 7 up to the Road from Dobbs Ferry to White Plains and a Right of Way from Parcel No. 4 across the eastern part of Parcel Nos. 5 and 6 and across Parcel 8 to the Saw Mill River Road.
12/03/1870	760	343	Indenture between Jane L. Colby and Racheus Colby (First Part) and Joseph W. Hull (Second Part)	By this Indenture, Jane and Racheus Colby conveyed to Joseph Hull Parcel No. 3 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel No. 3 across Parcels 4, 5, 6 and 7 up to the Road from Dobbs Ferry to White Plains, , and a Right of Way from Parcel No. 3 across the eastern part of Parcels 4, 5, and 6 and across Parcel 8 to the Saw Mill River Road.
12/22/1870	758	225	Indenture between Emma Bowerman and her husband Benjamin Bowerman (First Part) and James W. Hull (Second Part)	By this Indenture, Emma and Benjamin Bowerman conveyed to James Hull Parcel No. 4 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel No. 4 across Parcel Nos. 5, 6 and 7 up to the Road from Dobbs Ferry to White Plains and a Right of Way from Parcel No. 4 across the eastern part of Parcel Nos. 5 and 6 and across Parcel 8 to the Saw Mill River Road.

05/14/1885	061	367	Indenture between William Rower, Referee, (First Part) and William Thompson (Second Part)	The Indenture recites that William Rower was appointed as a Referee in a foreclosure action brought by William Thompson against Hanna Hull, as the Executor of the Last Will of James Hull, and that by Court Order, Rower was directed to sell certain mortgaged property. Thus, by this Indenture, William Rower, Referee, conveyed to William Thompson Parcel Nos. 3 and 4 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel Nos. 3 and 4 across Parcel Nos. 5, 6 and 7 up to the Road from Dobbs Ferry to White Plains and a Right of Way from Parcel Nos. 3 and 4 across the eastern part of Parcel Nos. 5 and 6 and across Parcel 8 to the Saw Mill River Road.
02/19/1886	1079	308	Indenture between Elizabeth Cunningham (First Part) and John Besson (Second Part)	By this Indenture, Elizabeth Cunningham conveyed to John Besson a parcel along the west side of the New York & Northern Railroad tracks just north of the land of David Ogden Bradley and just south of Ashford Avenue. This added parcel extended from Bradley's property along the railroad tracks up to Meadow Street.
11/03/1886	1097	23	Indenture between William Thompson and his wife Fanny Thompson (First Part) and Mary Stiner (Second Part)	By this Indenture, William and Fanny Thompson conveyed to Mary Stiner Parcel Nos. 3 and 4 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel Nos. 3 and 4 across Parcel Nos. 5, 6 and 7 up to the Road from Dobbs Ferry to White Plains and a Right of Way from Parcel Nos. 3 and 4 across the eastern part of Parcel Nos. 5 and 6 and across Parcel 8 to the Saw Mill River Road.

02/23/1893	1301	432	Indenture between John Besson and his wife Ellen Besson (First Part) and D. Ogden Bradley (Second Part)	By this Indenture, John and Emma Besson conveyed to D. Ogden Bradley a parcel along the west side of the New York & Northern Railroad tracks just north of the land of David Ogden Bradley and just south of Ashford Avenue. This added parcel extended from Bradley's property along the railroad tracks up to Meadow Street.
09/14/1899	1531	460	Indenture between Eugene M. Jerome and Daniel Nason, as Executors of the Last Will of Julia G. Jerome, (First Part) and William F. Carroll (Second Part)	By this Indenture, Eugene Jerome and Daniel Nason, as Executors of the Last Will of Julia Jerome, conveyed to William F. Carroll Parcel No. 5 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel No. 5 across Parcels 6 and 7 up to the Road from Dobbs Ferry to White Plains, and a Right of Way from Parcel No. 5 across the eastern part of Parcel 6 and across Parcel 8 to the Saw Mill River Road.
12/14/1899	1537	239	Indenture between Mary Stiner (First Part) and William F. Carroll (Second Part)	By this Indenture, Mary Stimer conveyed to William F. Carroll Parcel Nos. 3 and 4 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel Nos. 3 and 4 across Parcel Nos. 5, 6 and 7 up to the Road from Dobbs Ferry to White Plains and a Right of Way from Parcel Nos. 3 and 4 across the eastern part of Parcel Nos. 5 and 6 and across Parcel 8 to the Saw Mill River Road.

04/04/1901	1576	384	Indenture between The Bradley Estate (First Part) and John Gates Twining (Second Part)	By this Indenture, the Bradley Estate conveyed to John Twining Parcel Nos. 2, 6, 7 and 8 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel Nos. 2, 6 and 7 across Parcel Nos. 3, 4, 5, 6 and 7 up to the Road from Dobbs Ferry to White Plains and a Right of Way from Parcel Nos. 2, 6 and 7 across the eastern part of Parcel Nos. 3, 4, 5 and 6 and across Parcel 8 to the Saw Mill River Road, and a parcel along the west side of the New York & Northern Railroad tracks just north of the land of David Ogden Bradley and just south of Ashford Avenue. This added parcel extended from Bradley's property along the railroad tracks up to Meadow Street.
04/04/1901	1577	442	Indenture between John Gate Twining and his wife Etta Twining (First Part) and William F. Carrol (Second Part)	By this Indenture, John and Etta Twining conveyed to William Carroll Parcel Nos. 2, 6, 7 and 8 as shown on the <i>Map of Property formerly belonging to J.B. Danforth</i> , dated June 12, 1869, Map No. 111, together with a Right of Way from Parcel Nos. 2, 6 and 7 across Parcel Nos. 3, 4, 5, 6 and 7 up to the Road from Dobbs Ferry to White Plains and a Right of Way from Parcel Nos. 2, 6 and 7 across the eastern part of Parcel Nos. 3, 4, 5 and 6 and across Parcel 8 to the Saw Mill River Road, and a parcel along the west side of the New York & Northern Railroad tracks just north of the land of David Ogden Bradley and just south of Ashford Avenue. This added parcel extended from Bradley's property along the railroad tracks up to Meadow Street.
10/07/1901	1592	86	Indenture between John M Shinn, Referee (First Part) and New York Juvenile Asylum (Second Part)	The Indenture states that, in a foreclosure action brought against The Chauncey Realty Company and others, John M. Shinn was appointed as a Referee and that a judgment of foreclosure was entered by the Court, directing Shinn to auction off the foreclosed property. By this Indenture, John Shinn, Referee, conveys to the New York Juvenile Asylum a number of parcels, including Parcel Nos. 2, 3, 4 and 5, as shown on <i>Map No. 1 of Property of the Erhardt, Edwards & Lowerre Syndicate at Chauncey</i> , dated June 28, 1891, Map No. 974.

03/25/1902	1610	7	Indenture between Mary H. Cunningham (First Part) and William F. Carroll (Second Part)	By this Indenture, Mary Cunningham conveyed to William Carroll a 7/12 th interest in a small parcel running south from the end of Field Avenue extending south down to Carroll's property. This plot is shown on <i>Map of Property at Ashford, Westchester Co. N.Y. Lately Belong to Meyer H. Meyer</i> , dated February 6, 1897, Map No. 1299, as the plot at the end of street marked "Formerly Terrace Street Now Field Avenue" with handwritten note "Plot for sale."
03/25/1902	1610	9	Indenture between Elizabeth Cunningham (First Part) and William F. Carroll (Second Part)	By this Indenture, Elizabeth Cunningham conveyed to William Carroll a 5/12 th interest in a small parcel running south from the end of Field Avenue extending south down to Carroll's property. This plot is shown on <i>Map of Property at Ashford, Westchester Co. N.Y. Lately Belong to Meyer H. Meyer</i> , dated February 6, 1897, Map No. 1299, as the plot at the end of street marked "Formerly Terrace Street Now Field Avenue" with handwritten note "Plot for sale."
04/14/1902	1610	36	Indenture between Susan T. Merk (First Part) and William F. Carroll (Second Part)	By this Indenture, Susan Merk conveyed to William Carroll Parcel Nos. 753, 753, 755, 756, 757 and 758 as shown on the <i>Map of Lots at Ardsley Westchester County N.Y. South of Ashford Avenue</i> , dated June 19, 1891, Map No. 1000
08/28/1902	1628	69	Indenture between John Kerwin (First Part) and William F. Carroll (Second Part)	By this Indenture, John Kerwin conveyed to William Carroll a small parcel and right of way that runs north from Ashford Avenue. From the description, it is not possible to identify exactly where this parcel is situated.

07/09/1907	1812	180	<p>Indenture between William F. Carroll and his wife Catherine C. Carroll (First Part) and Milton C. Herrmann and Leo Arnstein (Second Part)</p>	<p>By this Indenture, William and Catherine Carroll conveyed to Milton Herrmann and Leo Arnstein 72.75 acres of property bounded on the west by Ogden Place East, bounded on the north by Ashford Avenue and the land now or formerly of Meyer M. Meyer, bounded on the east by the tracks of the New York Central & Hudson River Rail Road, Putnam Division and the Saw Mill River and bounded on the south by the land now or formerly of the New York Juvenile Asylum. This parcel can be seen on the <i>Map of the Herrmann-Arnstein Property</i>, dated March 25, 1909, Map No. 1862.</p> <p>Leo Arnstein (b. 1877 d. 1944) was a successful businessman, serving as the Vice President and Treasurer of J.H. Rossbach and Bros., Inc., a hide and leather importer. He graduated from Yale University, served as the President of Mount Sinai Hospital and as New York City's Welfare Commissioner. See Decennial Record of the Class of 1896, Yale College (De Vinne Press 1907), at 188-89; "Leo Arnstein elected to Central Bank Board," <i>The Jewish Bulletin</i>, dated November 15, 1934, p. 3, col. 2; "Margaret Gene Arnstein, The <i>Encyclopedia of Jewish Women</i>, available at https://jwa.org/encyclopedia/article/arnstein-margaret-gene.</p> <p>Milton Herrmann was also a successful businessman and was the President of Herrmann, Aukam & Co., a handkerchief manufacturer co-founded by his father, Adolph Herrmann. See <i>The Trow Copartnership and Corporation Directory of the Boroughs of Manhattan and the Bronx</i> (Trow Directory, Printing & Bookbinding Co. 1908), at 365; "Herrmann, Aukam & Co.", available at https://sites.google.com/site/shotdownlikedogs/home/herrmann-aukam.</p>
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01/10/1908	1828	383	Indenture between Ashford Park Company (First Part) and Milton C. Herrmann (Second Part)	By this Indenture, the Ashford Park Company conveyed to Milton Herrmann the 7.081-acre parcel between the Saw Mill River and the tracks for the New York Central & Hudson River Rail Road, Putnam Division, as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862.
07/12/1909	2472	2	Indenture between Leo Arnstein and his wife Elsie Arnstein (First Part) and Milton C. Herrmann and his wife Elsa Herrmann (Second Part)	By this Indenture, Milton Herrmann and Leo Arnstein partitioned the 72.75 acres of property they purchased from William Carroll in July 1907. First, Leo Arnstein was conveyed sole ownership of the 34.300-acre northern plot as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862. Second, Milton Herrmann was conveyed sole ownership of the 32.085 southern plot and the 6.365 acre Plot A as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862. Third, the parties agreed that the private road known as Palisade Drive will be maintained at the joint expense of Leo Arnstein and Milton Herrmann. Fourth, the parties agreed that the private road known as Walgrove Avenue will be maintained at the joint expense of Leo Arnstein and Milton Herrmann. Fifth, Milton Herrmann was conveyed sole ownership of the 6.365 Plot A, along with a right of way from Ashford Avenue on the private road known as West Side Drive. Sixth, the parties agreed that, at no time before January 19, 1933, would Leo Arnstein build, erect, grow or maintain any building, fence, tree or structure on the Vista Line shown running from Ashford Avenue on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862.
12/23/1921	2370	255	Indenture between Milton C. Herrmann (First Part) and Elsa Herrmann (Second Part)	By this Indenture, Milton Herrmann conveyed to his wife Elsa Herrmann the 7.081-acre parcel between the Saw Mill River and the tracks for the New York Central & Hudson River Rail Road, Putnam Division, as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862.

12/23/1921	2370	257	Indenture between Milton C. Herrmann (First Part) and Elsa Herrmann (Second Part)	By this Indenture, Milton Herrmann conveyed to his wife Elsa Herrmann the 32.085 southern plot and the 6.365 acre Plot A as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862.
03/27/1922			1922 Laws of New York 667, Chap. 292	<p>On March 27, 1922, the New York State Legislature enacted Chapter 292 of the 1922 Laws of New York, creating the Westchester County Park Commission (the "Park Commission"). The Park Commission was</p> <p style="padding-left: 40px;">authorized to control and manage any all parks, which are now owned or have been acquired or may be hereafter acquired whether in fee or in trust by the county of Westchester and may consider, investigate and recommend for selection and location such additional real estate in the county of Westchester as may in its opinion be proper and desirable to be reserved, set apart or acquired for one more parks, parkways or boulevards, . . .</p> <p>The State Legislature directed the Park Commission to identify property to be acquired for the purpose of creating parks and then to prepare a map "of such lands so to be acquired or taken as approved by the board of supervisors." The Park Commission was also directed to negotiate with the owner a price for purchasing the property or, if that was not possible, to acquire the property by condemnation proceedings.</p>

12/13/1923	2472	55	Indenture between Elsa H. Herrmann (First Part) and Albert Walter (Second Part)	By this Indenture, Elsa Herrmann conveyed to Albert Walter two parcels. The first parcel is the 7.081-acre parcel between the Saw Mill River and the tracks for the New York Central & Hudson River Rail Road, Putnam Division, as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862. The second parcel is a 1.74-acre parcel in the northeast corner of the Herrmann property extending south from the intersection of Rail Road Avenue and Meadow Street along the tracks of the New York Central & Hudson River Rail Road, Putnam Division, to the Saw Mill River, as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862. This second parcel is shown as Parcel 2B in the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A, as Amended</i> , dated March 15, 1927, Map No. 2722-2. This conveyance was subject to the restriction that the property could not be divided into lots smaller than 40 by 100 feet and that only one family residence could be built on each lot.
12/15/1923	2472	111	Indenture between Albert Walter and his wife Mina Walter (First Part) and Stauffer Chemical Company, Inc. (Second Part)	By this Indenture, Albert and Mina Walter conveyed to Stauffer Chemical Company, Inc. two parcels. The first parcel is the 7.081-acre parcel between the Saw Mill River and the tracks for the New York Central & Hudson River Rail Road, Putnam Division, as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862. The second parcel is a 1.74-acre parcel in the northeast corner of the Herrmann property extending south from the intersection of Rail Road Avenue and Meadow Street along the tracks of the New York Central & Hudson River Rail Road, Putnam Division, to the Saw Mill River, as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862. This second parcel is shown as Parcel 2B in the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A, as Amended</i> , dated March 15, 1927, Map No. 2722-2. This conveyance was subject to the restriction that the property could not be divided into lots smaller than 40 by 100 feet and that only one family residence could be built on each lot.

04/30/1924			Report of the Westchester County Park Commission to the Board of Supervisors of the County of Westchester	In its 1924 Annual Report, the Park Commission identified the Saw Mill River Parkway as “the most important project in the entire county park system from the standpoint of public health and welfare and for the economic advantages that will result from such a large scale public improvement.”
06/24/1924	2510	20	Indenture between Elsa H. Herrmann (First Part) and Charles T. McFarlane (Second Part)	By this Indenture, Elsa Herrmann conveyed to Charles T. McFarlane a parcel extending east from Ogden Place East and bounded on the north by the land now or formerly owned by Leo Arnstein, bounded on the east by Walgrove Avenue, and bounded on the south by other land owned by Elsa Herrmann. This parcel includes Plot A as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862, but also includes land to the east and south of Plot A.
09/24/1924	2530	485	Indenture between Albert Walter and his wife Mina Walter (First Part) and Stauffer Chemical Co., Inc. (Second Part)	By this Indenture, Albert and Mina Walter conveyed to Stauffer Chemical Co., Inc. 68 separate lots as shown on <i>Map No. 1 of Property of the Erhardt, Edwards & Lowerre Syndicate at Chauncey</i> , dated June 28, 1891, Map No. 974.
02/03/1925	2551	160	Indenture between Elsa H. Herrmann (First Part) and Charles T. McFarlane (Second Part)	By this Indenture, Elsa Herrmann conveyed to Charles T. McFarlane the rest of her property that was part of the original 32.085 parcel as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862, and which she had not previously conveyed to Charles McFarlane on June 24, 1924, as evidenced by the Indenture recorded at LIBER 2510 PAGE 20, and that she had not previously conveyed to Albert Walter on December 12, 1923, as evidenced by the Indenture recorded at LIBER 2472 PAGE 55.

06/24/1926	2680	66	Indenture between The Children's Village (First Part) and County of Westchester (Second Part)	By this Indenture, The Children's Village conveyed to the County of Westchester Parcel Nos. 5 and 8 as shown on the <i>Map Showing Lands to be Acquired by the Westchester County Park Commission for Saw Mill River Parkway, Sheet 13</i> , dated June 10, 1925, Map No. 3491.
09/28/1926	2703	498	Indenture between Mary E. McNamara (First Part) and County of Westchester (Second Part)	By this Indenture, Mary McNamara conveyed to County of Westchester a parcel on the south side of Meadow Street shown as Parcel No. 4 on the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A</i> , as Amended, dated March 15, 1927, Map No. 2722-2.
03/28/1927	2751	89	Indenture between Ernst Jahn (First Part) and County of Westchester (Second Part)	By this Indenture, Ernst Jahn conveyed to County of Westchester a parcel on the south side of Meadow Street shown as Parcel No. 3 on the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A</i> , as Amended, dated March 15, 1927, Map No. 2722-2.
05/03/1927	2787	61	Indenture between Katherine Stauffer (First Part) and Stauffer Chemical Co. (Second Part)	By this Indenture, Katherine Stauffer conveyed to Stauffer Chemical Co. Block Nos. 1, 2, 13, and 14; lot Nos. 1, 2, 3 and 4 in Block 10; lot Nos. 1 to 8 in Block 11 and any other property owned by Ms. Stauffer, as shown on the <i>Map No. 1 of Property of the Erhardt, Edwards & Lowerre Syndicate at Chauncey</i> , dated June 28, 1891, Map No. 974.

06/13/1927	2787	54	Indenture between Stauffer Chemical Co. (First Part) and County of Westchester (Second Part)	By this Indenture, Stauffer Chemical Co. conveyed to County of Westchester Parcel Nos. 4, 22A, 22B and 24A as shown on the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 13A</i> , dated March 7, 1927, Map No. 2721; and Parcel Nos. 1 and 2B as shown on the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A</i> , dated March 28, 1927, Map No. 2722.
06/29/1927	2774	462	Indenture between Leo Arnstein and his wife Elsie Arnstein (First Part) and Charles T. McFarlane (Second Part)	This Indenture refers to the Indenture and Deed of Partition between Leo and Elsie Arnstein and Milton and Elsa Herrmann, dated July 12, 1909, and recorded at LIBER 2472 PAGE 2, which described the private road known as Walgrove Avenue between their two properties. By this Indenture, Leo and Elsie Arnstein and Charles McFarlane agreed that the width of Walgrove Avenue is ten feet, that Charles McFarlane is released from his obligation to maintaining this part of Walgrove Avenue, and that Charles McFarlane releases his easement and right of way over Walgrove Avenue.
07/02/1927	2777	427	Indenture between Charles T. McFarlane (First Part) and County of Westchester (Second Part)	By this Indenture, Charles McFarlane conveyed County of Westchester Parcel 2A as shown on the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A</i> , as Amended, dated March 15, 1927, Map No. 2722-2. McFarlane reserved to himself the right to a 20-foot easement and right of way to construct and maintain a private driveway for passenger cars connecting his adjacent, remaining property to the new Saw Mill River Parkway, and he further agreed not to construct any billboards on his property within 300 feet of the County's property.

09/06/1927	2821	301	Indenture between Leo Arnstein and his wife Elsie Arnstein (First Part) and Charles T. McFarlane and his wife Lena F. McFarlane (Second Part)	This Indenture refers to the Indenture and Deed of Partition between Leo and Elsie Arnstein and Milton and Elsa Herrmann, dated July 12, 1909, and recorded at LIBER 2472 PAGE 2, which described the private road known as Walgrove Avenue between their two properties. By this Indenture, Leo and Elsie Arnstein and Charles and Lena McFarlane agreed that the width of Walgrove Avenue is ten feet, that Charles McFarlane is released from his obligation to maintaining this part of Walgrove Avenue, and that Charles McFarlane releases his easement and right of way over Walgrove Avenue. This Indenture is the same as the Indenture, dated June 29, 1927, and recorded at LIBER 2774 PAGE 462, except that Lena McFarlane is added as a signatory.
11/23/1927	2820	23	Indenture between The Children's Village (First Part) and County of Westchester (Second Part)	By this Indenture, the Children's Village conveyed to County of Westchester Parcel No 43 as shown on the <i>Westchester County Park Commission Maps of Land to Be Acquired for the Saw Mill River Parkway, Sheet 12</i> , dated March 28, 1927, Map No. 2720; Parcel Nos. 1, 3, 4A, 6, 9, 12, 13, 18, 19, 24B, 26 and 29 as shown on the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 13A</i> , dated March 7, 1927, Map No. 2721; and an easement across Parcel No. 20, as shown on the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 13A</i> , dated March 7, 1927, Map No. 2721. The Children's Village reserved to itself the right to two 20-foot easements and right of ways to construct and maintain a private driveway for passenger cars connecting its adjacent, remaining property to the new Saw Mill River Parkway, and it further agreed not to construct any billboards on its property within 300 feet of the County's property.

06/14/1929	2953	210	Release of Easement between The Children's Village (First Part) and County of Westchester (Second Part)	By this Release of Easement, The Children's Village released whatever rights it had to an easement across Parcel No. 20 as shown on the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 13A</i> , dated March 7, 1927, Map No. 2721.
12/20/1935	3485	154	Indenture between Charles T. McFarlane (First Part) and David Eugene McFarlane (Second Part)	By this Indenture, Charles McFarlane conveyed to David McFarlane a parcel extending east from Ogden Place East and bounded on the north by the land now or formerly owned by Leo Arnstein, bounded on the east by Walgrove Avenue. This parcel includes Plot A as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862, but also includes land to the east and south of Plot A.
12/20/1935	3485	152	Indenture between Charles T. McFarlane (First Part) and David Eugene McFarlane (Second Part)	By this Indenture, Charles McFarlane conveyed to David McFarlane the rest of his property that was part of the original 32.085 parcel as shown on the <i>Map of the Herrmann-Arnstein Property</i> , dated March 25, 1909, Map No. 1862, and which he had not previously conveyed to David McFarlane on December 20, 1935, as evidenced by the Indenture recorded at LIBER 3485 PAGE 154, and except for the Parcel 2A as shown on the <i>Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A</i> , as Amended, dated March 15, 1927, Map No. 2722-2, that Charles McFarlane had conveyed to the County of Westchester, as evidenced by the Indenture, dated July 2, 1927, recorded at LIBER 2777 PAGE 427.

06/09/1950	4870	403	Indenture between Elsie N. Arnstein (First Part) and Ogden Gardens, Inc. (Second Part)	By this Indenture, Elsie Arnstein conveyed to Ogden Gardens, Inc. a parcel bounded on the west by Ogden Avenue, bounded on the north by Ashford Avenue, bounded on the east by the private road known as West Side Drive, and bounded on the south by land now or formerly of Bertha Goldenberg. This parcel is part of the 8-acre parcel shown in the <i>Survey of Property Prepared for Ogden Gardens, Inc.</i> , dated May 23, 1950, Map No. 7113. This Indenture also conveyed an easement and right of way in the 50-foot right of way known as West Side Drive, and an easement from Ogden Avenue along property now or formerly of Bertha Goldenberg.
06/09/1950	4870	411	Indenture between Elsie N. Arnstein (First Part) and Ashford Estates, Inc. (Second Part)	By this Indenture, Elsie Arnstein conveyed to Ashford Estates, Inc. a parcel bounded on the west by the private road known as West Side Drive, bounded on the north by Ashford Avenue, bounded on the east by the west edge of the property shown on the Map of Lots at Ardsley Westchester County N.Y. South of Ashford Avenue, dated June 19, 1891, Map No. 1000, and bounded on the south by other lands of Elsie Arnstein. This parcel is part of the 8-acre parcel shown in the <i>Survey of Property Prepared for Ogden Gardens, Inc.</i> , dated May 23, 1950, Map No. 7113. This Indenture also conveyed an easement and right of way in the 50-foot right of way known as West Side Drive. This Parcel is also shown on a <i>Subdivision Map of Ashford Estates in the Village of Dobbs Ferry, Town of Greenburgh</i> , dated March 15, 1952, Map No. 7772

09/15/1955	5518	120	<p>Indenture between William B. Arnstein and Robert L. Arnstein, Executors of the Last Will of Elsie N. Arnstein (First Part) and Joan Price, individually and as guardians of infants Leonard Price and Sharman Price, the interests of the three being as tenants in common (Second Part)</p>	<p>By this Indenture, William Arnstein and Robert Arnstein, as Executors of the Last Will of Elsie Arnstein, conveyed to Joan Price, Leonard Price and Sharman Price a parcel bounded on the west by land now or formerly of Ogden Gardens, Inc., bounded on the north by land now or formerly of Ashford Estates Inc. and by land now or formerly of Meyer H Meyer, bounded on the east by Field Avenue and by land now or formerly of County of Westchester and the private road known as Walgrove Avenue and bounded on the south by the private road known as Palisade Drive.</p>
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10/20/1955	5518	129	<p>Indenture between Joan Price, individually and as guardians of infants Leonard Price and Sharman Price, the interests of the three being as tenants in common (First Part) and 1107 Ashford Avenue Corporation (Second Part)</p>	<p>By this Indenture, Joan Price, Leonard Price and Sharman Price conveyed to 1107 Ashford Avenue Corporation a parcel bounded on the west by land now or formerly of Ogden Gardens, Inc., bounded on the north by land now or formerly of Ashford Estates Inc. and by land now or formerly of Meyer H Meyer, bounded on the east by Field Avenue and by land now or formerly of County of Westchester and the private road known as Walgrove Avenue and bounded on the south by the private road known as Palisade Drive.</p>
11/07/1956	5652	74	<p>Indenture between 1107 Ashford Avenue Corporation (First Part) and Paul Marco and his wife Eva Marco (Second Part)</p>	<p>By this Indenture, 1107 Ashford Avenue Corporation conveyed to Paula and Eva Marco a parcel just to the east of the intersection of Bellevue Avenue with the northern boundary of the property owned by 1107 Ashford Avenue Corporation, along with a right of way from this parcel to Price Street. This parcel is shown on the <i>Subdivision Map Hickory Hill</i>, dated July 28, 1960, Map No. 12493</p>

01/___/1958	5893	90	Agreement between 1107 Ashford Avenue Corporation (First Part) and 101 Steven Avenue Corp. (Second Part)	By this Agreement, 1107 Ashford Avenue Corporation agreed to sell to 101 Steven Avenue Corp. a parcel starting at the intersection of Field Avenue and Meadow Street and bounded on the east by land now or formerly of County of Westchester, bounded on the south by land now or formerly of Town of Greenburgh, bounded on the west by land now or formerly owned by Ogden Gardens, Inc., and bounded on the north by land now or formerly owned by Ashford Estates, Inc. and by land now or formerly owned by Meyer H. Meyer, excepting the parcel conveyed to Paul and Eva Marco, as evidenced by the Indenture, dated November 7, 1956, and recorded at LIBER 5652 PAGE 74.
05/01/1958	5801	311	Indenture between 1107 Ashford Avenue Corporation (First Part) and Hill View Acres, Inc. (Second Part)	By the Indenture, 1107 Ashford Avenue Corporation conveyed to Hill View Acres, Inc. a parcel bounded on the west by land now or formerly of Ogden Gardens Inc., bounded on the north by land now or formerly of Ashford Estates, by land now or formerly of Meyer H. Meyer, and of land now or formerly of Paul and Eva Marco, bounded on the east by Field Avenue and by land now or formerly of County of Westchester, and bounded on the south by land now or Thelma Schneider and by land now or formerly of Bertha Goldenberg. <i>See Subdivision Map of Hillview Acres Estates</i> , dated August 31, 1959, Map No. 12217.
05/05/1958	5803	152	Indenture between Hill View Acres, Inc. (First Part) and Ralph Bottino and Margaret Alberi (Second Part)	By this Indenture, Hill View Acres, Inc. conveyed to Ralph Bottino and Margaret Alberi a parcel bounded on the west by land now or formerly of Ogden Gardens Inc., bounded on the north by land now or formerly of Ashford Estates, by land now or formerly of Meyer H. Meyer, and of land now or formerly of Paul and Eva Marco, bounded on the east by Field Avenue and by land now or formerly of County of Westchester, and bounded on the south by land now or Thelma Schneider and by land now or formerly of Bertha Goldenberg. <i>See Subdivision Map of Hillview Acres Estates</i> , dated August 31, 1959, Map No. 12217.

12/02/1958	5873	32	Indenture between Ralph Bottino and Margaret Alberi (First Part) and Saw Mill Heights, Inc. (Second Part)	By this Indenture, Ralph Bottino and Margaret Alberi conveyed to Saw Mill Heights, Inc. a parcel bounded on the west by land now or formerly of Ogden Gardens Inc., bounded on the north by land now or formerly of Ashford Estates, by land now or formerly of Meyer H. Meyer, and of land now or formerly of Paul and Eva Marco, bounded on the east by Field Avenue and by land now or formerly of County of Westchester, and bounded on the south by land now or Thelma Schneider and by land now or formerly of Bertha Goldenberg. <i>See Subdivision Map of Hillview Acres Estates</i> , dated August 31, 1959, Map No. 12217.
01/13/1959			Village of Dobbs Ferry Agrees to Request an Easement over Westchester County Park Commission Lands	In response to a request from the Dobbs Ferry Planning Board, the Village Trustees vote to request that the Westchester County Park Commission grant the Village a permanent easement for highway purposes only over a portion of the Parkway lands to connect the proposed Hillview Acres Estates subdivision with South Field Avenue. Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated January 13, 1959, at 2.
01/21/1959			Westchester County Park Commission approves Easement	The Westchester County Park Commission approves an easement for highway purposes from South Field Avenue to the proposed Hillview Acres Estates subdivision, as shown on the <i>Westchester County Park Commission Map Showing Location of Easement</i> , dated January 13, 1959, Map No. 11900 (see Condition No. 1). The Village of Dobbs Ferry, however, subsequently withdrew its request for an easement, <i>see</i> Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated April 21, 1959, at 2, and no actual easement was recorded with the Westchester County Clerk's Office at this time. Several months later, the Planning Board again requested that the Village seek such an easement, <i>see</i> Minutes of a Special Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated September 9, 1959, at 11, and the obtaining of that easement was a condition for approving the Hickory Hill Subdivision, <i>see</i> Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated May 27, 1960, at 2.

01/22/1960	5990	348	Agreement between Saw Mill Heights, Inc. (First Part) and NPI, Inc. (Second Part)	By this Agreement, Saw Mill Heights, Inc. agreed to sell to NPI, Inc. the property known as Hill View Acres Estates and subdivided into 92 plots, as shown on the subdivision plat filed in the County Clerk's Office on December 1, 1959, and named the <i>Subdivision Map of Hillview Acres Estates</i> , dated August 31, 1959, Map No. 12217.
02/29/1960	5994	398	Indenture between Saw Mill Heights, Inc. (First Part) and Northern Properties, Inc. (Second Part)	By this Indenture, Saw Mill Heights, Inc. conveyed to Northern Properties, Inc. a parcel bounded on the west by land now or formerly of Ogden Gardens Inc., bounded on the north by land now or formerly of Ashford Estates, by land now or formerly of Meyer H. Meyer, and by land now or formerly of Paul and Eva Marco, bounded on the east by Field Avenue and by land now or formerly of County of Westchester, and bounded on the south by land now or formerly of Thelma Schneider and by land now or formerly of Bertha Goldenberg. <i>See Subdivision Map of Hillview Acres Estates</i> , dated August 31, 1959, Map No. 12217. <i>See also Subdivision Map Hickory Hill by Northern Properties, Inc.</i> , dated July 28, 1960, Map No. 12493.
04/18/1960			1960 N.Y. Laws Chap. 649	In an attempt to relieve the County of Westchester of the increasing financial responsibility of operating and maintaining the county parkway system, New York State creates the Eastern Hudson Parkway Authority to take over the county parkway system in Westchester. Westchester was expressly authorized to convey to the new East Hudson Parkway Authority any "real property owned by the county and comprising the Westchester county parkway system."

05/27/1960			Village of Dobbs Ferry Board of Trustees approves the Application of Northern Properties, Inc. to develop Hickory Hill	The Board of Trustees voted to approve the application of Northern Properties, Inc. to develop Hickory Hill subject to the granting to the Village by the County of Westchester “of a permanent easement for highway purposes only over so much of the property of the County of Westchester as is required to extend Hickory Hill Drive to connect with South Field Avenue and to provide access from Hickory Hill Drive to the Park Area.” The Board of Trustees’ approval was also conditioned on “[f]ormal offers of cession to the Village of streets, highways and the Park Area shown on said subdivision plat shall be filed with the Village of Dobbs Ferry.” See Minutes of a Special Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated May 27, 1960, at 2-10; Subdivision Map Hickory Hill by Northern Properties, Inc., dated July 28, 1960, Map No. 12493.
06/30/1960	6033	329	Agreement between Northern Properties, Inc. (First Part) and Village of Dobbs Ferry (Second Part)	The Agreement cites to the fact that Northern Properties is the owner of property as shown on the <i>Subdivision Map Hickory Hill by Northern Properties, Inc.</i> , dated July 28, 1960, Map No. 12493, and then provides that Northern Properties shall not sell any of the lots on this map until 80% of the improvements shown on the map have been installed and sets (1) the timing for terminating certain restrictive covenants; (2) the bonding requirements for the project; and (3) the limits on when building permits will be issued.
09/16/1960			Village of Dobbs Ferry Agrees to Request a Further Easement over Westchester County Park Commission Lands	In response to a request made by Northern Properties, Inc., the Village Board of Trustees vote to request that the Westchester County Park Commission grant the Village “for an additional strip of land for sidewalk area on the easement already secured for extension of South Field Avenue. Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated September 16, 1960, at 3.

12/08/1960	6072	19	Indenture between Northern Properties, Inc. (First Part) and Hickoryhill Realty Corp. (Second Part)	By this Indenture, Northern Properties, Inc. conveyed to Hickoryhill Realty Corp. all of the lots shown on <i>Subdivision Map Hickory Hill by Northern Properties, Inc.</i> , dated July 28, 1960, Map No. 1249, except (1) the portions of Lot No. 1 to be deeded to Bertha Goldenberg; (2) a parcel of 1470 feet on the southerly line of land of Paul and Eva Marco; (3) a ten-foot temporary easement over the eastern part of Lot No. 16; and (4) the land in the marked out roads to be dedicated to the Village of Dobbs Ferry.
12/20/1960	6389	420	Agreement between The County of Westchester (First Part) and the Village of Dobbs Ferry (Second Part)	By this Indenture, the County of Westchester, acting by the Westchester County Park Commission, agreed to grant the Village a permanent easement for slope rights and sidewalk purposes adjacent to the "existing easement as shown on map entitled, "Westchester County Park Commission Map Showing Location of Easement Through Lands Designated as a Portion of Parcels '2A', '2C' & '3', Sheet No. 14A, Saw Mill River Parkway", and filed as Map No. 11900 in the Office of the Clerk of the County of Westchester (Division of Land Records). See <i>Westchester County Park Commission Map of Easement Through Lands</i> , dated October 31, 1960, Map No. 12618

02/04/1963			Westchester County Act No. 14-1963	<p>By this Act, the County of Westchester authorized the transfer of what is today Tax Parcel No. 3.180-154-4 to the Village of Dobbs Ferry for \$1.00, subject to the following restrictions: (1) the Property must be used for park and recreational purposes; (2) the Property could not be conveyed, transferred, leased or assigned by the Village without the consent of the County; and (3) if the Property was not put to a park and recreational use within five years after the adoption of Act No. 14-1963, or if the Property ceased to be used for park and recreational purposes at any time, the Property would revert to the County.”</p> <p>Although the County files noted the removal of this Property from the County’s real estate inventory list, there is no record that the County ever transferred the Property by deed to the Village and there is no record of a deed having been recorded in the County Clerk’s Office. <i>See</i> Letter from George Latimer, County Executive, to Westchester County Board of Legislators, dated June 14, 2018, attached to the Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated August 14, 2018, at pages 14-15 of 97.</p>
06/15/1965			Village of Dobbs Ferry Board of Trustees extends the time for Northern Properties, Inc. to fulfill the conditions for the approval of Hickory Hill	<p>In the Board of Trustees’ Resolution, the Board notes the following item to be performed by Northern Properties, Inc.:</p> <p>“The park area to be properly identified with surveyors stakes and to be cleared of all trees designated for removal by the Building Inspector because they are in a dangerous condition. The southerly end of Bramley Lane as shown on the subdivision map and adjoining the park area to be graded to the same grades as the paving of Bramley Lane. All taxes or tax liens outstanding against the park area to be paid by Northern Properties, Inc., prior to acceptance of the park area by the Village, it being understood and agree that when all of the items contained in this paragraph have been complied with by Northern Properties, Inc., the Village will promptly accept dedication of the park area.” Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated June 15, 1965, at 5.</p>

09/21/1965	6568	208	Indenture between Northern Properties, Inc. (First Part) and The Village of Dobbs Ferry (Second Part)	By this Indenture, Northern Properties, Inc. conveyed to the Village of Dobbs Ferry the parcel referred to as "To be Dedicated to the Village of Dobbs Ferry As Park Area" as shown on the <i>Revised Subdivision Map of Hickory Hill by Northern Properties Incorporated</i> , dated Sept. 22, 1961, Map No. 12952. This parcel is today known as Town of Greenburgh Tax Parcel No. 3.140-126-13.
11/23/1965	6568	211	Indenture between Northern Properties, Inc. (First Part) and The Village of Dobbs Ferry (Second Part)	By this Indenture, Northern Properties, Inc. conveyed to the Village of Dobbs Ferry the road beds as shown on the <i>Revised Subdivision Map of Hickory Hill by Northern Properties Incorporated</i> , dated Sept. 22, 1961, Map No. 12952.
07/29/1976	7386	630	Indenture between The County of Westchester (First Part) and The People of the State of New York (Second Part)	By this Indenture, the County of Westchester conveyed to the State of New York certain property as provided for in Chapter 649 of the Laws of 1960, including Parcel No. 6, which is shown on <i>Map of Lands of East Hudson Parkway Authority</i> , dated June 6, 1975, Map No. 18694. This parcel is today known as Town of Greenburgh Tax Parcel No. 3.140-129-58. Although this parcel was held in the name of the State of New York, it was under the control of the East Hudson Parkway Authority.

06/28/1979		1979 N.Y. Laws Chap. 370	<p>Effective November 1, 1979, New York State transferred to the New York State Department of Transportation all of the duties, functions and responsibilities of the East Hudson Parkway Authority. All real property owned, used or controlled by the East Hudson Parkway Authority was to be transferred to the State.</p> <p>The State Transportation Commissioner was separately authorized</p> <p>[t]o dispose of . . . any real property deemed by the commissioner not to be necessary for the operation of special parkways, or to otherwise, in whole or in part, hold, manage, sell or exchange such property on terms beneficial to the state. However, any property previously owned by Westchester county shall revert to the county when such property is no longer necessary and utilized for the operations of special parkways.”</p> <p>1979 N.Y. Laws Chap. 370 § 71(7), codified at N.Y. Trans. Law § 71(7) (2018 Cumulative Pocket Part).</p>
09/04/2018	No. 582483143	Indenture between The County of Westchester (First Part) and The Village of Dobbs Ferry (Second Part)	<p>By this Indenture, the County of Westchester conveyed to the Village of Dobbs Ferry a 4.44-acre parcel that is known as Town of Greenburgh Tax Parcel No. 3.180-154-4. The Conveyance is subject to the condition that the parcel shall be used “solely and exclusively for park and municipal recreation use and open to all Westchester residents.”</p>