



August 9, 2021

**[Via Email]**

Christopher Carthy, Chairman  
North Castle Planning Board  
17 Bedford Road  
Armonk, NY 10504

***Re: Lot Line Realignment  
82 and 84 Whippoorwill Road E.  
Section 107.02, Block 2, Lots 20 and 21***

Dear Chairman Carthy and Members of the Planning Board:

This firm represents Merritt Capital and Consulting LLC (“Merritt Capital”), Joseph DiPalma and Rebecca Barrett (collectively “DiPalma”), the owners of 82 Whippoorwill Road E., and Jerry and Rose Shallo (“Shallo”), the owners of 84 Whippoorwill Road E., (collectively the “Applicants”), with respect to a proposed lot line realignment. The purpose of this letter is to request placement on the Planning Board’s September 13, 2021 agenda.

We last appeared before your Board on June 8, 2020. As you will recall, the purpose of this application is to transfer 3,317 s.f. from 82 Whippoorwill to 84 Whippoorwill. This transfer will result in 82 Whippoorwill decreasing in size from 0.948 to 0.872 acres and 84 Whippoorwill increasing in size from 0.490 to 0.566 acres. 82 Whippoorwill Road E. is located in both the R-2A and R-1.5A zoning districts and is considered a pre-existing legal non-conforming lot. As the lot size of 82 Whippoorwill is being reduced, resulting in an increase of the non-conformity, a variance was required from the Zoning Board of Appeals (“ZBA”) prior to your Board taking any action on this application. At the conclusion of the June 8<sup>th</sup> meeting, your Board referred this application to the ZBA for the required variance and, subject to receipt of the variance,

authorized the Town Planner to draft a resolution of approval for the proposed lot line realignment.

On September 3, 2020, we appeared before the ZBA and secured the necessary variance from the minimum lot size requirement. The ZBA Resolution of Approval is attached hereto as **Exhibit A**.

In addition to the required variance, two easements were required to be filed with the Westchester County Clerk. The first is a common driveway easement between DiPalma and Shallo. The Common Driveway Easement, attached hereto as **Exhibit B**, was recorded with the Westchester County Clerk on December 29, 2020, in Control No. 602743487. The second was an easement between DiPalma and their neighbors who reside at 88 Whippoorwill Road E., Scott Univer and Karen Mesberg. The purpose of this easement is to accommodate that portion of the detached garage and stairs located on DiPalma's property that encroach onto 88 Whippoorwill Road E. That easement, which is attached hereto as **Exhibit C**, was recorded with the Westchester County Clerk on April 28, 2021, in Control No. 610613278.

Finally, at the June 8, 2020, Planning Board meeting, the Town engineer requested that the sanitary services be shown on the plat. Accordingly, the "Final Lot Line Adjustment Plat prepared for Joseph J. DiPalma & Rebecca A. Barrett and James & Rose Shallo" prepared by Badey & Watson Surveying & Engineering, P.C., dated May 14, 2020, last revised August 5, 2021 (attached hereto as **Exhibit D**), has been revised to reflect the sanitary services for both parcels.

Now that we have secured the necessary variance, recorded the required easements with the Westchester County Clerk, and revised the plat to add the sanitary services, kindly place this matter on the Planning Board's September 13, 2021 agenda for a continued discussion of the application and, if your Board deems appropriate, the adoption of a resolution of approval.

If you have any questions or concerns, please don't hesitate to contact me

Very truly yours,



Kory Salomone

# **EXHIBIT A**

RESOLUTION OF APPROVAL FOR AREA VARIANCE

ZONING BOARD OF APPEALS  
TOWN OF NORTH CASTLE

-----X

In the matter of the Application of

**JOSEPH J. DEPALMA & REBECCA A. BARNETT**

-----X

WHEREAS, the applicants, **JOSEPH J. DEPALMA & REBECCA A. BARNETT, 82 Whipoorwill Road East, Armonk, NY 10504** and known on the Tax Assessment Map of the Town of North Castle as Section 107.02, Block 2, Lot 20 and located in the R1.5A Zoning District, have applied for the following variances from the provisions of the zoning code of the Town of North Castle in order to obtain a lot line realignment:

**A LOT AREA VARIANCE FROM THE MINIMUM LOT REQUIREMENT.  
THE PROPOSED LOT WILL BE REDUCED FROM 0.948 ACRES TO 0.872  
ACRES WHICH IS BELOW THE REQUIRED LOT AREA FOR THE R 1.5A  
ZONING DISTRICT.**

WHEREAS, prior to the hearing, members of the Board of Appeals conducted an inspection of the premises and surrounding neighborhood; and whereas On September 3, 2020 the Board conducted a duly noticed public hearing on the application, at which time all interested parties had the opportunity to be heard; and

WHEREAS, The Zoning Board of Appeals was referred this variance from a referral of the Planning Board of the Town of North Castle by letter dated June 9, 2020, as part of the record.

WHEREAS, the applicant has submitted proof of proper notice to nearby property owners required to receive notice thereof:

NOW, THEREFORE, the Board of Appeals makes the following findings:

1. The requested activity is a Type 2 action under the State Environmental Quality Review Act.
2. The variance is not substantial.
3. That the effect of any increased population density which may thus be produced upon available services facilities is not significant.
4. There will be no substantial change to the character of the neighborhood nor a substantial detriment to adjoining properties.
5. That the difficulty cannot be alleviated by some other method feasible for the applicant to pursue.
6. That in view of the manner in which the difficulty arose and considering all of the above factors, the interests of justice will be served by allowing the variance.
7. That the variance would not cause adverse aesthetic, environmental or ecological impacts on the property or on the surrounding area.

NOW, THEREFORE, BE IT RESOLVED, that the application for relief by the granting of the variance from the requirements of the Zoning Code of the Town of North Castle is hereby granted.

**Motion by: LESTER BERKELHAMER**

**Seconded by: ROBERT GREER**

<b>JOHN L. STIPO</b>	<b>voting YES</b>
<b>LESTER BERKELHAMER</b>	<b>voting YES</b>
<b>JOSEPH MONTICELLI</b>	<b>voting YES</b>
<b>ROBERT GREER</b>	<b>voting YES</b>
<b>SCOTT STOPNIK</b>	<b>voting YES</b>

**THERE BEING FIVE (5) VOTES IN FAVOR, THE RESOLUTION IS GRANTED BY ORDER OF THE BOARD OF APPEALS.**

DATED: 10/2/20

Joseph Monticelli  
Joseph Monticelli, Chairman

Gerald Reilly  
Gerald Reilly, Esq.

I HEREBY CERTIFY this to be a true copy of a resolution approved by the vote of the Zoning Board of Appeals of the Town of North Castle at a meeting held on September 3, 2020 at the Town Hall, 15 Bedford Road, Armonk, New York

Lori J. Zawacki  
Lori J. Zawacki, Secretary

## **EXHIBIT B**

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*602743487EAS0035\*

### Westchester County Recording & Endorsement Page

#### Submitter Information

Name:	Salomonelaw	Phone:	914-391-8478
Address 1:	89 Old West Mountain Road	Fax:	914-709-4605
Address 2:		Email:	ks@ksalomonelaw.com
City/State/Zip:	Ridgefield CT 06877	Reference for Submitter:	Shallo-DiPalma Easement

#### Document Details

Control Number:	<b>602743487</b>	Document Type:	<b>Easement (EAS)</b>
Package ID:	2020093000264001003	Document Page Count:	<b>10</b>
		Total Page Count:	<b>12</b>

#### Parties

Additional Parties on Continuation page

<b>1st PARTY</b>		<b>2nd PARTY</b>	
1:	DIPALMA JOSEPH J - Individual	1:	SHALLO JAMES - Individual
2:	BARRETT REBECCA A - Individual	2:	SHALLO ROSE - Individual

#### Property

Additional Properties on Continuation page

Street Address:	82 WHIPPOORWILL ROAD EAST	Tax Designation:	107.02-2-20
City/Town:	NORTH CASTLE	Village:	

#### Cross-References

Additional Cross-Refs on Continuation page

1:	2:	3:	4:
----	----	----	----

#### Supporting Documents

1: TP-584

#### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$55.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$0.00
TP-584 Filing Fee:	\$5.00
RPL 291 Notice Fee:	\$0.00
<b>Total Recording Fees Paid:</b>	<b>\$100.00</b>

#### Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
<b>Total Mortgage Tax:</b>	<b>\$0.00</b>

#### Transfer Taxes

Consideration:	\$0.00
Transfer Tax:	\$0.00
Mansion Tax:	\$0.00
Transfer Tax Number:	22688

Dwelling Type:	Exempt: <input type="checkbox"/>
Serial #:	

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 12/29/2020 at 02:37 PM  
 Control Number: **602743487**  
 Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

#### Record and Return To

Pick-up at County Clerk's office

The Law Office of Kory Salomone, P.C.  
89 Old West Mountain Road

Ridgefield, CT 06877  
Attn: Kory Salomone, Esq



The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

\*602743487EAS0035\*

**Westchester County Recording & Endorsement Page**

**Document Details**

Control Number: **602743487**

Document Type: **Easement (EAS)**

Package ID: 2020093000264001003

Document Page Count: 10

Total Page Count: 12

**Properties Addendum**

84 WHIPPOORWILL ROAD EAST 10504 NORTH CASTLE

107.02 2 21

**RECIPROCAL DRIVEWAY EASEMENT AGREEMENT**

This Reciprocal Driveway Easement Agreement is made and entered into as of this 24<sup>th</sup> day of September, 2020, by and between Joseph DiPalma and Rebecca Barrett, having an address of 82 Whippoorwill Road E., Armonk, New York 10504 (hereinafter collectively "DiPalma") and Rose Shallo and James Shallo, having an address of 84 Whippoorwill Road E., Armonk, New York 10504 (hereinafter "Shallo").

**WHEREAS**, DiPalma is the fee owner of certain real property shown on the Town of North Castle Tax Assessor's Map as Section 107.02, Block 2, Lot 20 ("Lot 20"); and

**WHEREAS**, Shallo is the fee owner of certain real property shown on the Town of North Castle Tax Assessor's Map as Section 107.02, Block 2, Lot 21 ("Lot 21"); and

**WHEREAS**, Lot 20 is improved with a single-family home and detached garage; and

**WHEREAS**, Lot 21 is improved with a single-family home; and

**WHEREAS**, Lot 20 and Lot 21 are contiguous, adjoining, and have a common boundary line; and

**WHEREAS**, access, ingress, and egress to both Lot 20 and Lot 21 is provided over an existing driveway located on Lot 20 and Lot 21 (the "Driveway"); and

**WHEREAS**, the Driveway is approximately 4,001 s.f. and is approximately 188 ft. long and 22 ft. wide, with 2,349 s.f. being located on Lot 20 and 1,652 s.f. being located on Lot 21; and

**WHEREAS**, the shared Driveway is shown on the plan entitled "Preliminary Lot Line Adjustment Plat prepared for Joseph J. DiPalma and Rebecca A. Barrett and James and Rose Shallo", dated May 14, 2020, prepared by Badey & Watson Surveying & Engineering, P.C. and annexed hereto as Schedule A (the "Plat") and is identified as Reciprocal Driveway Easement (the "Easement Area"); and

**WHEREAS**, a 348 s.f. portion of the Driveway located on Lot 20, and identified on the Plat as "Exclusive Driveway Easement in Favor of Shallo", shall be for the exclusive use of Lot 21 (the "Exclusive Easement Area"); and

**WHEREAS**, both DiPalma and Shallo desire to create a reciprocal driveway easement for automobiles and utilities, for their use in common.

**NOW, THEREFORE**, the parties hereto, for themselves, their successors and assigns, in consideration of Ten Dollars (\$10.00), the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1 

1. The foregoing whereas clauses are incorporated by reference as if more fully set forth herein.
2. Grant of Easement: Lots 20 and 21 as shown on the Plat shall be subject to the following:
  - a. Common Driveway: The Plat identifies a certain Driveway which is intended to provide access, ingress, and egress to Lots 20 and 21. The owner of Lot 20 shall have an easement over Lot 21 and the owner of Lot 21 shall have an easement over Lot 20 as shown on the Plat (i) for access, ingress, and egress on, over, and under such driveway, in common with the other lot owner; (ii) for installation, maintenance, replacement, and reconstruction of all utilities to serve lots 20 & 21, including, but not limited to gas, cable television, telephone, electrical power, sewer, water, and drainage; and (iii) to temporarily enter onto those portions of lot 20 and 21 which abut the driveway for necessary maintenance work to be done to the driveway, as described in Paragraph b. below.

Notwithstanding the foregoing, the Exclusive Easement Area as identified on the Plat shall be for the exclusive use of Lot 21.

- b. Costs: The owners of Lots 20 and 21 shall each bear one-half of all costs of maintenance, snow removal, repairs, and reconstruction to said Driveway (the "Maintenance Work") and shall maintain the Driveway in good order and repair. Notwithstanding the foregoing, the owner of Lot 20 shall have no obligation to contribute to any cost associated with Maintenance Work occurring in the Exclusive Easement Area.
- c. Maintenance: Determination of the Maintenance Work required to be performed, including the persons to perform the same and the manner in which such work is to be performed, shall be made by mutual agreement of the two Lot owners serviced by the Driveway. The current owners of Lots 20 and 21, DiPalma and Shallo respectively, hereby covenant and each subsequent owner of either of said lots 20 and 21, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed therefor, shall be deemed to covenant and agree to pay the charges imposed by this paragraph, and such charges, together with interest thereon at the maximum legal rate and the cost of collection thereof, including reasonable attorneys' fees, shall be a continuing and binding lien against each of Lot 20 and 21 and be the responsibility of the owner, his heirs, devisees, personal representatives, successors, and assigns. The obligation of the owner to pay such assessment, however, shall also remain as his personal obligation.
- d. Sale: Upon the sale of either of Lot 20 or 21, the selling Lot owner shall mail to the other Lot owner by Registered or Certified Mail, Return Receipt Requested, notice that all charges imposed by Paragraphs b. and c. above are paid and that all liens created by the above obligations have been satisfied as of the date of closing. The notice shall be mailed no later than twenty (20) days prior to the date of closing

and if no objection is received ten (10) days prior to the date of closing, then such lack of objection shall be conclusive evidence that all charges and all liens imposed by Paragraphs b. and c. above have been paid and satisfied

3. Default: If either Party defaults in any of its obligations under this Agreement and such default continues beyond that date which is ten (10) days following receipt by the defaulting Party of written notice from the non-defaulting Party of such default, then the non-defaulting Party (i) may, but shall not be obligated to, perform such defaulting Party's obligations, and the defaulting Party, upon demand, will immediately reimburse the non-defaulting Party its actual and reasonable costs incurred, and/or (ii) may pursue any right or remedy at law or in equity. Failure to give notice and/or non-performance under this Paragraph 3 by a non-defaulting Party shall not be deemed to be a waiver of any default hereunder.
4. This Agreement shall run with the land and be binding and inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors, and assigns.
5. The Parties hereto and their respective legal representatives, heirs, successors, and assigns, shall keep the Driveway clear and unobstructed at all times.
6. Enforcement: The provisions of this Agreement may be enforced by the Parties hereto and their respective legal representatives, heirs, successors, and assigns.
7. Governing Law: This Agreement shall be governed by the law of the State of New York.
8. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the specific subject matter hereof and no subsequent amendment or agreement shall be binding upon either Party unless it is signed by each Party. This Agreement may be amended only by a written instrument properly executed on behalf of each Party or their respective heirs, successors and assigns.
9. Validity: If any provision of this Agreement or the application of this Agreement to any Party to this Agreement or any other person is held to be invalid, void, or illegal, the remaining provisions will nonetheless remain in full force and effect and not be affected by the invalidity of illegality.
10. Indemnification: DiPalma, their successors and assigns, agrees to indemnify and hold harmless Shallo, their successors and assigns, from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement Area by DiPalma and their guests and invitees.

Shallo, their successors and assigns, agree to indemnify and hold harmless DiPalma, their successors and assigns, from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise,

including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement Area by Shallo and their guests and invitees.

Shallo, their successors and assigns, agree to indemnify and hold harmless DiPalma, their successors and assigns, from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Exclusive Easement Area by Shallo and their guests and invitees.

11. Notice: Unless otherwise provided for in this Agreement, any notice to be given pursuant to this Agreement shall be in writing and sent by prepaid certified or registered U.S. mail, Return Receipt Requested, or by reputable overnight courier, to the address of the parties below specified or at such other address as may be given by notice in the manner prescribed by this Paragraph 11. Any such notices shall be deemed delivered when accepted or refused.

If to Shallo:  
84 Whippoorwill Road East  
Armonk, New York 10504

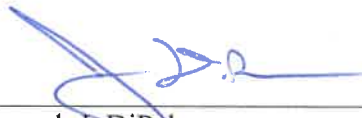
If to DiPalma:  
82 Whippoorwill Road East  
Armonk, New York 10504

12. Counterparts: This Agreement may be executed in separate counterparts which, together, shall constitute one fully executed Agreement.
13. Each party represents that the person executing this agreement on its behalf is authorized to do so and to bind that party.
14. After the effective date noted hereinabove, the owner of Lot 20 covenants and agrees that any deed for a conveyance of Lot 20, or any portion thereof, shall contain a provision establishing that the Reciprocal Driveway Easement and the Exclusive Driveway Easement in Favor of Shallo, as described herein and noted on the Plat, for the benefit of the owner of Lot 21 shall remain and run with Lot 20.

After the effective date noted hereinabove, the owner of Lot 21 covenants and agrees that any deed for a conveyance of Lot 21, or any portion thereof, shall contain a provision establishing that the Reciprocal Driveway Easement for the benefit of the owner of Lot 21 and the Exclusive Driveway Easement in Favor of Shallo, as described herein and noted on the Plat, shall remain and run with Lot 21.

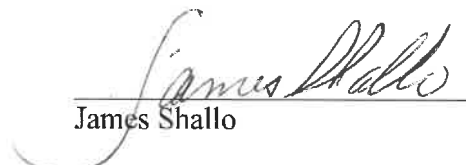
4 

IN WITNESS WHEREOF, this Reciprocal Driveway Easement Agreement has been duly executed by the parties hereto the day and year first written above.

 9/24/2020  
\_\_\_\_\_  
Joseph J. DiPalma

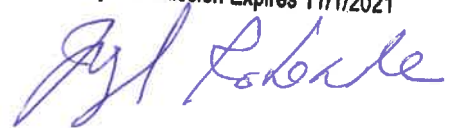
 9/24/2020  
\_\_\_\_\_  
Rebecca A. Barrett

 8/12/2020  
\_\_\_\_\_  
Rose Shallo

 8/12/2020  
\_\_\_\_\_  
James Shallo

[Acknowledgements on next page]

JOSEPH M. ROTONDE  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50048785  
My Commission Expires 11/1/2021

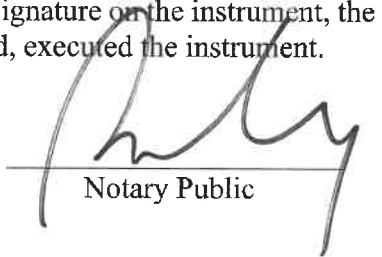




State of New York )  
County of Westchester ) ss.

On the 24<sup>th</sup> day of September in the year 2020 before me, the undersigned personally appeared Joseph J. DiPalma personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

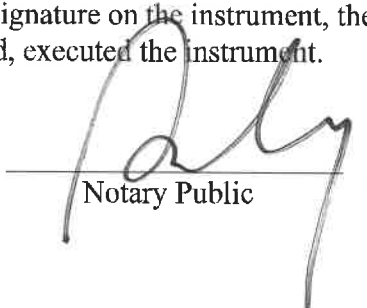
PHILIP J. ARTUSA  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02AR6325984  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES JUNE 8, 2023

  
\_\_\_\_\_  
Notary Public

State of New York )  
County of Westchester ) ss.

On the 24<sup>th</sup> day of September in the year 2020 before me, the undersigned personally appeared Rebecca A. Barrett personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

PHILIP J. ARTUSA  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 02AR6325984  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES JUNE 8, 2023

  
\_\_\_\_\_  
Notary Public

State of New York )  
County of Westchester ) ss.

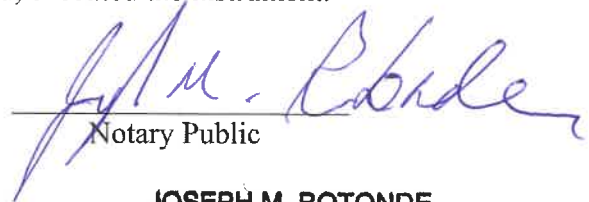
On the 12 day of Aug in the year 2020 before me, the undersigned personally appeared Rose Shallo personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

JOSEPH M. ROTONDE  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50048785  
My Commission Expires 11/1/2021

State of New York                    )  
County of Westchester            ) ss.

On the 12 day of Sept in the year 2020 before me, the undersigned personally appeared James Shallo personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**JOSEPH M. ROTONDE**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Comm. # 50048785**  
**My Commission Expires 11/1/2021**





File No. 18-186  
W.O. No. 24629

Doc. No. U:\18-186B\Descriptions\DE16MY19BD.docx  
Created: May 16, 2019  
Figure No. 117  
Author: SRM



**DESCRIPTION OF PROPERTY**  
**Reciprocal Driveway Easement**  
**for**  
**Merritt Capital and Consulting LLC and Shallo**

**ALL** that certain parcel of land situate in the Town of North Castle, County of Westchester and State of New York that is a portion of the lands heretofore conveyed to Shallo and a portion of the lands heretofore conveyed to Merritt Capital and Consulting LLC that is described as follows:

**BEGINNING** at a point in the northwesterly line of Whippoorwill Road East which point is distant S 63°28'30" W 15.11 feet as measured along said northwesterly line from the southeasterly terminus of the division line between the lands heretofore conveyed from the Town of North Castle to Merritt Capital and Consulting LLC on the northeast and the lands heretofore conveyed from the Town of North Castle to Shallo on the southwest. **THENCE** from said point of beginning along the perimeter of the herein described Reciprocal Driveway Easement

on a non-tangent curve to the left, the center of which bears N24°59'53"W, the central angle of which is 120°16'50", the radius of which is 2.00 feet for 4.20 feet,

N 55°16'43" W 84.81 feet

on a tangent curve to the left, the central angle of which is 58°19'55", the radius of which is 30.00 feet for 30.54 feet and

on a curve compounding to the left, the center of which bears S23°36'38"E, the central angle of which is 17°16'29", the radius of which is 150.00 feet for 45.23 feet and

N 69°30'00" W 14.05 feet

to a corner in the division line between the lands now or formerly of Shallo on the southwest and the lands now or formerly of Merritt Capital and Consulting LLC on the northeast. Thence along said division line

N 69°30'00" W 20.64 feet

to a point. Thence running back along the opposite side of the herein described Reciprocal Driveway Easement

N 56°20'00" E 50.40 feet,  
N 83°50'00" E 34.00 feet,

on a tangent curve to the right, the central angle of which is 38°58'00", the radius of which is 50.00 feet for 34.00 feet,

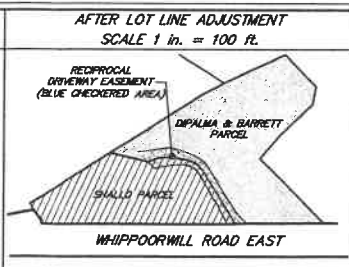
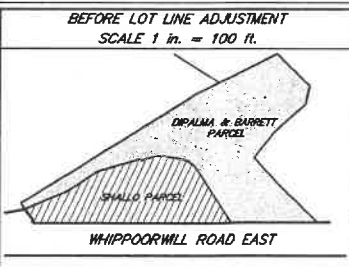
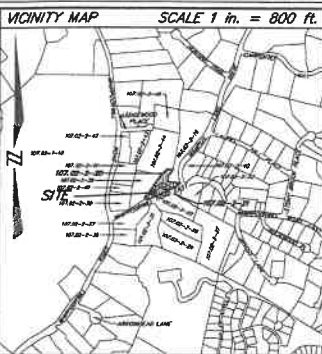
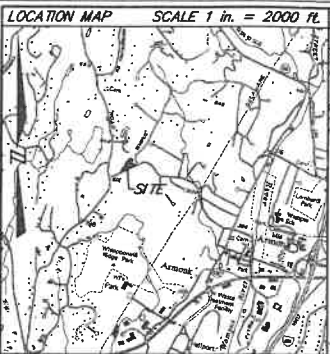
S 57°12'00" E 70.93 feet and

on a tangent curve to the left, the central angle of which is 17°27'34", the radius of which is 110.00 feet for 33.52 feet

to a point in the northwesterly line of Whippoorwill Road East. Thence along the northwesterly line of Whippoorwill Road East

S 63°28'30" W 32.63 feet

to the point or place of beginning, containing 4,002 square feet, more or less.



**HEALTH DEPARTMENT APPROVAL**

**WESTCHESTER COUNTY DEPARTMENT OF HEALTH APPROVAL FOR FILING**  
(No Jurisdiction)

This map does not constitute a subdivision as defined by Chapter 873, Article 1 of the Westchester County Sanitary Code. Permission is hereby granted for the filing of this map in the Office of the Westchester County Clerk, Division of Land Records. The appearance of the signature of the Commissioner of Health on this plot is not an endorsement and does not in any way indicate conformance with the Department's Rules and Regulations pertaining to water supply and sewage disposal.

Each purchaser of property shown hereon shall be furnished a true copy of this plot showing this endorsement, any encumbrances, changes, additions or alterations of any kind, except the addition of signatures of other approving authority and the date thereof made on this plan after this approval, shall invalidate this approval.

**NOTES**

1. COPYRIGHT "2020" by BADEY & WATSON, Surveying & Engineering, P.C. All Rights Reserved. Unauthorized duplication is a violation of applicable laws.

2. Unauthorized alteration or addition to a document prepared by a licensed land surveyor is a violation of Section 7209, Sub-Division 2 of the New York State Education Law.

3. Users are referred to the following deeds recorded in the Westchester County Clerk's Office:

- a. Liber 10064 of 39 (Shallo to Shallo);
- b. Control No. 583463222 (PNC REO Financing Trust to Merritt Capital and Consulting LLC);
- c. Deed from Town of North Castle to Shallo (to be recorded);
- d. Deed from Town of North Castle to Merritt Capital and Consulting LLC (to be recorded).

**PLANNING BOARD APPROVAL**

Approved by Resolution No. \_\_\_\_\_ of the Planning Board of the Town of North Castle, New York, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, subject to all requirements and conditions of said Resolution. Any change, amendment, modification or revision in this plan, after the above date, shall void this approval.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Chairman \_\_\_\_\_

Secretary \_\_\_\_\_

**DETAIL**

SCALE 1 in. = 1 ft.

**TOWN ENGINEER APPROVAL**

Reviewed by the Town Engineer for conformance.

Date: \_\_\_\_\_

Joseph Carmela, PE  
Kellard Semmons Consulting, P.C.  
Consulting Town Engineer

**OWNER'S APPROVAL**

The undersigned, owner of the property hereon, states that it is familiar with this map, its contents and its legends and hereby consents to the filing of this map.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

James Shallo \_\_\_\_\_

Rebecca A. Barrett \_\_\_\_\_

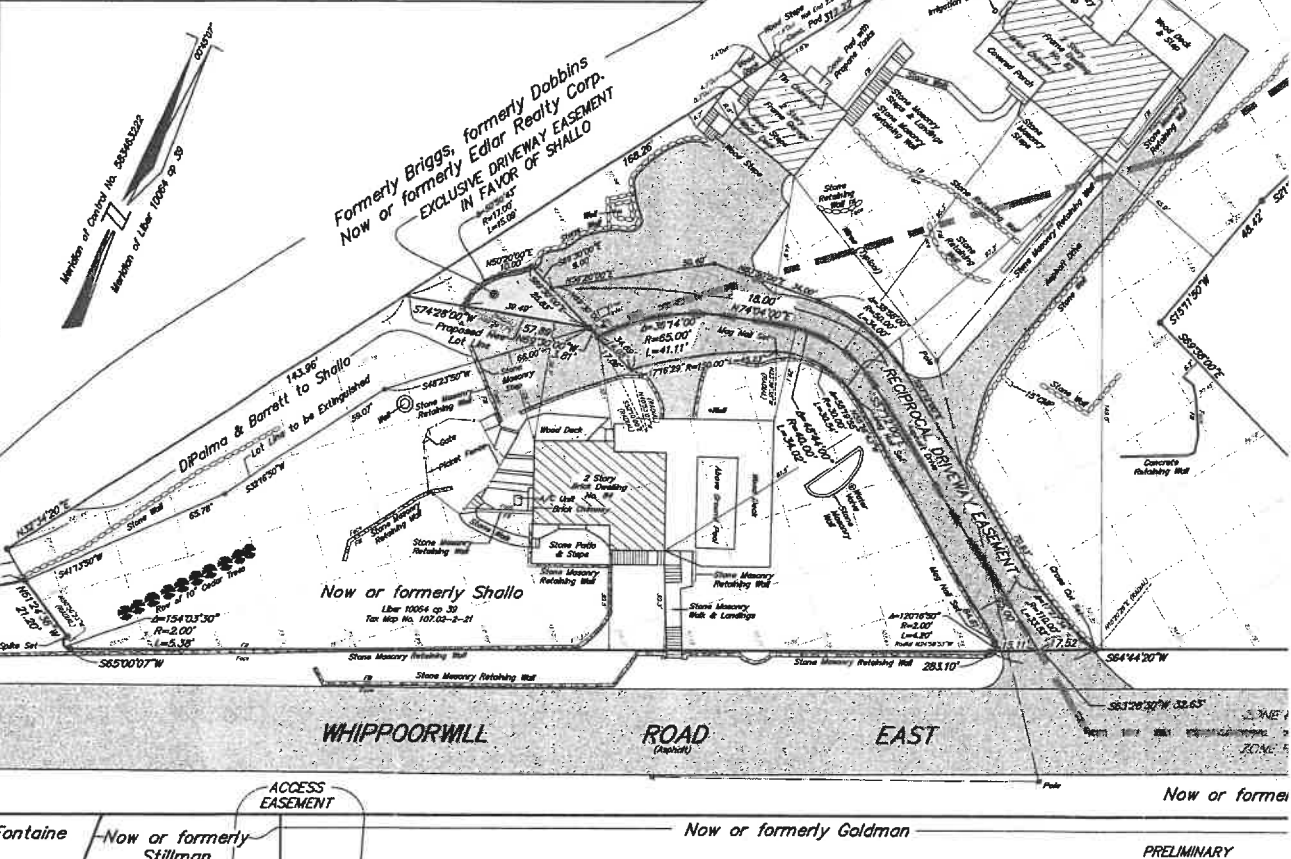
**PREPARED BY**

3063 Route 9  
Cald Springs, NY 10516  
www.Badey-Watson.com

845.265.9217  
817.365.6238 (Fax)  
877.514.1593 (Toll Free)

**TABLE OF AREAS**

PARCEL	BEFORE ROAD ABANDONMENT	BEFORE LOT LINE ADJUSTMENT	DIPALMA & BARRETT TO SHALLO	AFTER LOT LINE ADJUSTMENT	REDIPROCAL DRIVEWAY EASEMENT (BLUE CHECKERED AREA) EXCLUSIVE DRIVEWAY EASEMENT (GREEN)
DIPALMA & BARRETT	36,001 sq. ft./0.822 Acres	41,318 sq. ft./0.948 Acres	3,317 sq. ft./+0.076 Acres	38,001 sq. ft./0.872 Acres	2,348 sq. ft./0.054 Acres
SHALLO	14,798 sq. ft./0.333 Acres	21,335 sq. ft./0.490 Acres	+3,317 sq. ft./+0.076 Acres	24,653 sq. ft./0.566 Acres	1,602 sq. ft./0.036 Acres
TOTAL	50,799 sq. ft./1.155 Acres (Not including Road Parcel)	62,654 sq. ft./1.438 Acres	0.000 sq. ft./0.000 Acres	62,654 sq. ft./1.438 Acres	3,950 sq. ft./0.090 Acres



**ZONING REQUIREMENTS**

Min. Lot Area (Acres)	Required Zone R-1.5A Tax Map No. 107.02-2-21 SHALLO		Required Zone R-24 Tax Map No. 107.02-2-20 DIPALMA & BARRETT		Proposed	
	Existing	Proposed	Existing	Proposed	Existing	Proposed
Min. Lot Area (Acres)	1.5	2	0.500	0.500	0.500	0.500
Min. Lot Area (Sq. Ft.)	130,680	174,240	130,680	130,680	130,680	130,680
Min. Front Setback (Feet)	20	20	20	20	20	20
Min. Side Setback (Feet)	5	5	5	5	5	5
Min. Rear Setback (Feet)	5	5	5	5	5	5
Min. Building Coverage (%)	10	10	10	10	10	10
Min. Building Height (Feet)	12	12	12	12	12	12
Min. Building Footprint (Sq. Ft.)	1,307	1,742	1,307	1,307	1,307	1,307
Min. Building Footprint (Sq. Ft.)	1,307	1,742	1,307	1,307	1,307	1,307

**ACCESS EASEMENT**

Now or formerly Fontaine - Now or formerly Stillman - Now or formerly Goldman

**APPLICANT**

Merritt Capital & Consulting LLC  
10 Whipoorwill Crossing  
Armonk, NY 10504

**OWNER**

James & Rose Shallo  
84 Whipoorwill Road East  
Armonk, NY 10504

Joseph J. DiPalma & Rebecca A. Barrett  
82 Whipoorwill Road East  
Armonk, NY 10504

**PROPERTY DATA**

Tax Map 107.02-2-20 - DiPalma & Barrett  
Tax Map 107.02-2-21 - Shallo  
Zoning District: R-1.5A & R-24  
Ambulance District: Ambul # 2  
Fire District: Fire District # 2  
School District: Byron Mills Central School District  
Lighting District: Light District # 2

The property hereon is located on  
**SHEET 122**  
**BLOCK 8773**  
of the Westchester County Block Index System

**PRELIMINARY LOT LINE ADJUSTMENT PLAT**  
PREPARED FOR

**JOSEPH J. DIPALMA & REBECC**  
AND  
**JAMES & ROSE SH**

SITUATE IN THE  
**TOWN OF NORTH CASTLE**  
**WESTCHESTER COUNTY**  
**NEW YORK**

SCALE 1 in. = 20 ft. APRIL 6

We hereby certify that this map is based completed by us on October 11, 2019, that it completed on May 14, 2020, and that it prepared in accordance with the existing Code for Land Surveys adopted by the New York State of Professional Land Surveyors, Inc.

**PRINTED**

MAY 15 2020

**BADEY & WATSON**  
Surveying & Engineering, P.C.

**BADEY & WATSON**  
Surveying & Engineering, P.C.  
BY  
NEW YORK STATE LICENSED LAND SURVEYOR  
LICENSE No. 49789

T.M. 107.02-2-20 & 21  
 Drawn by NTK  
 Checked by NTK  
 Spill checked by NTK  
 Checked by SPW  
 W.G. No. 24606  
 Logged: MAP  
 Drawing Name: LL24606\_001A\_001 Logprint: MAP

## **EXHIBIT C**

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



\*610613278EAS004Y\*

## Westchester County Recording & Endorsement Page

### Submitter Information

Name: Salomonelaw Phone: 914-391-8478  
Address 1: 89 Old West Mountain Road Fax: 914-709-4605  
Address 2: Email: ks@ksalomonelaw.com  
City/State/Zip: Ridgefield CT 06877 Reference for Submitter: DiPalma-Univer Easement

### Document Details

Control Number: **610613278** Document Type: **Easement (EAS)**  
Package ID: 2021030200134001003 Document Page Count: 7 Total Page Count: 9

### Parties

Additional Parties on Continuation page

1st PARTY		2nd PARTY	
1: UNIVER SCOTT M	- Individual	1: DIPALMA JOSEPH J	- Individual
2: MESBERG KAREN	- Individual	2: BARRETT REBECCA A	- Individual

### Property

Additional Properties on Continuation page

Street Address: 88 WHIPPOORWILL ROAD EAST Tax Designation: 107.02-2-38  
City/Town: NORTH CASTLE Village:

### Cross-References

Additional Cross-Refs on Continuation page

1: 2: 3: 4:

### Supporting Documents

1: TP-584

### Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$40.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$0.00
TP-584 Filing Fee:	\$5.00
RPL 291 Notice Fee:	\$0.00
Total Recording Fees Paid:	<b>\$85.00</b>

### Transfer Taxes

Consideration:	\$0.00
Transfer Tax:	\$0.00
Mansion Tax:	\$0.00
Transfer Tax Number:	28516

### Mortgage Taxes

Document Date:  
Mortgage Amount:

Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
Total Mortgage Tax:	<b>\$0.00</b>

Dwelling Type: Exempt:   
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 04/28/2021 at 02:22 PM

Control Number: **610613278**

Witness my hand and official seal

Timothy C. Idoni  
Westchester County Clerk

### Record and Return To

Pick-up at County Clerk's office

The Law Office of Kory Salomone, P.C.  
89 Old West Mountain Road

Ridgefield, CT 06877  
Attn: Kory Salomone, Esq

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

\*610613278EAS004Y\*

### Westchester County Recording & Endorsement Page

#### Document Details

Control Number: **610613278**

Document Type: **Easement (EAS)**

Package ID: 2021030200134001003

Document Page Count: 7

Total Page Count: 9

#### Properties Addendum

82 WHIPPOORWILL ROAD EAST 10504 NORTH CASTLE

107.02 2 20

## EASEMENT AGREEMENT

This Easement Agreement is made and entered into as of this 8 day of March 2021, by and between Scott Univer and Karen Mesberg, having an address of 88 Whippoorwill Road E., Armonk, New York 10504 (hereinafter “Grantor”) and Joseph DiPalma and Rebecca Barrett, having an address of 82 Whippoorwill Road E., Armonk, New York 10504 (hereinafter “Grantee”).

**WHEREAS**, Grantor is the fee owner of certain real property shown on the Town of North Castle Tax Assessor’s Map as Section 107.02, Block 2, Lot 38 (“Lot 38”), which is more commonly known as 88 Whippoorwill Road E.; and

**WHEREAS**, Grantee is the fee owner of certain real property shown on the Town of North Castle Tax Assessor’s Map as Section 107.02, Block 2, Lot 20 (“Lot 20”), which is more commonly known as 82 Whippoorwill Road E.; and

**WHEREAS**, Lot 38 is improved with a single-family home; and

**WHEREAS**, Lot 20 is improved with a single-family home and detached garage; and

**WHEREAS**, Lot 20 and Lot 38 are contiguous, adjoining, and have a common boundary line; and

**WHEREAS**, the second floor of the detached garage on Lot 20 is accessed via a series of steps leading to a multi-level wood deck; and

**WHEREAS**, a portion of the stairs and wood deck encroach onto Lot 38; and

**WHEREAS**, as shown on the “Survey Prepared for Scott M. Univer and Karen Mesberg” (the “Survey”) dated April 12, 2019 and last revised on December 7, 2020, prepared by W.E. James Engineering and Land Surveying, PLLC, the encroachments range from 0.4 feet to 6.8 feet; and

**WHEREAS**, Grantor desires to grant Grantee an easement to allow those areas of the stairs and deck that encroach onto Lot 38 to remain in their present location and has identified that area on the Survey as Proposed Easement Area (the “Easement Area”).

**NOW, THEREFORE**, the parties hereto, for themselves, their successors and assigns, in consideration of Ten Dollars (\$10.00), the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The foregoing whereas clauses are incorporated by reference as if more fully set forth herein.
2. Grant of Easement: Grantor grants and conveys to the Grantee a permanent easement for that portion of the stairs and deck that encroach upon the eastern side of Lot 38 in the

Easement Area, as described in **Exhibit A**. This easement allows the Grantee, their heirs, successors, and assigns, the right to leave the deck and stairs in their present location. Notwithstanding the foregoing, in the event of fire or other disaster that destroys the existing garage and Grantee determines to rebuild same, then Grantee shall rebuild the garage, deck, and stairs within the property lines of Lot 20 and this easement shall terminate.

3. Maintenance: Grantee shall maintain the stairs and deck and any other improvements in the Easement Area at their sole cost and expense. Grantor shall have no obligation to contribute to the costs of such maintenance.
4. This Agreement shall run with the land and be binding and inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors, and assigns.
5. Enforcement: The provisions of this Agreement may be enforced by the Parties hereto and their respective legal representatives, successors, and assigns.
6. Governing Law: This Agreement shall be governed by the law of the State of New York.
7. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto with respect to the specific subject matter hereof and no subsequent amendment or agreement shall be binding upon either Party unless it is signed by each Party. This Agreement may be amended only by a written instrument properly executed on behalf of each Party or their respective heirs, successors and assigns.
8. Validity: If any provision of this Agreement or the application of this Agreement to any Party to this Agreement or any other person is held to be invalid, void, or illegal, the remaining provisions will nonetheless remain in full force and effect and not be affected by the invalidity or illegality.
9. Indemnification: Grantee, their heirs, successors, and assigns, agree to indemnify and hold harmless Grantor, their heirs, successors and assigns, from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement Area.
10. Notice: Unless otherwise provided for in this Agreement, any notice to be given pursuant to this Agreement shall be in writing and sent by prepaid certified or registered U.S. mail, Return Receipt Requested, or by reputable overnight courier, to the address of the parties below specified or at such other address as may be given by notice in the manner prescribed by this Paragraph 10. Any such notices shall be deemed delivered when accepted or refused.



If to Grantor:  
Scott Univer and Karen Mesberg  
88 Whippoorwill Road East  
Armonk, New York 10504

If to Grantee:  
Joseph DiPalma and Rebecca Barrett  
82 Whippoorwill Road East  
Armonk, New York 10504

11. Counterparts: This Agreement may be executed in separate counterparts which, together, shall constitute one fully executed Agreement.
12. Each party represents that the person executing this agreement on its behalf is authorized to do so and to bind that party.

**IN WITNESS WHEREOF**, this Easement Agreement has been duly executed by the parties hereto the day and year first written above.

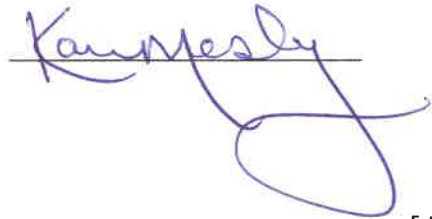
Scott Univer




Joseph DiPalma



Karen Mesberg



Rebecca Barrett





[Acknowledgements on next page]



State of New York )  
County of Westchester ) ss.


On the 8<sup>th</sup> day of March in the year 2021 before me, the undersigned personally appeared Scott Univer personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.


  
\_\_\_\_\_  
Notary Public



State of New York )  
County of Westchester ) ss.


On the 8<sup>th</sup> day of March in the year 2021 before me, the undersigned personally appeared Karen Mesberg personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public



State of New York )  
County of Westchester ) ss.

On the 5 day of March in the year 2021 before me, the undersigned personally appeared Joseph DiPalma personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**KORY SALOMONE**  
Notary Public, State of New York  
No. 02SA6246270  
Qualified in Westchester County 13  
Commission Expires Aug. 22, 2023


L

State of New York                    )  
County of Westchester            ) ss.

On the 5 day of March in the year 2021 before me, the undersigned personally appeared Rebecca Barrett personally known to me or proved on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signature on the instrument, the individuals, or the person upon behalf of which the individual acted, executed the instrument.



\_\_\_\_\_  
Notary Public

**KORY SALOMONE**  
Notary Public, State of New York  
No. 02SA6246270  
Qualified in Westchester County   
Commission Expires Aug. 22, 2022

L

# Exhibit A

Metes and Bounds Description  
Scott M. Univer and Karen Mesberg  
Proposed Easement Area

ALL that certain plot, piece or parcel of land situate, lying, and being in the Town of North Castle, County of Westchester, State of New York being more particularly bounded and described as follows:

BEGINNING at a point lying on the westerly line of lands now or formerly of Pennymac Holdings LLC, said point being located south 25 degrees 26 minutes 40 seconds west for a distance of 39.35 feet and south 19 degrees 55 minutes 00 seconds west for a distance of 30.77 feet from the northeasterly corner of Lot #3 on a map entitled "Subdivision of Property Belonging to Ruth J. Morris situate in the Town of North Castle, West. Co., N.Y." filed in the Westchester County Clerk's Office Division of Land Records on October 4, 1977, as Map #19262. Said point also being the northeasterly corner of the easement herein intended to be described.

THENCE south 19 degrees 55 minutes 00 seconds west for a distance of 20.00 feet along lands now or formerly of Pennymac Holdings LLC to a point.

THENCE north 70 degrees 05 minutes 00 seconds west for a distance of 10.00 feet through Lot #3 on the above referenced filed map to a point.

THENCE north 19 degrees 55 minutes 00 seconds east for a distance of 20.00 feet continuing through Lot #3 on the above referenced filed map to a point.

THENCE south 70 degrees 05 minutes 00 seconds east for a distance of 10.00 feet continuing through Lot #3 on the above referenced filed map to the point or place of beginning.

SAID easement contains 200 square feet more or less.

**LOT AREA**  
 95,859.47 S.F.  
 OR  
 2.20 ACRES

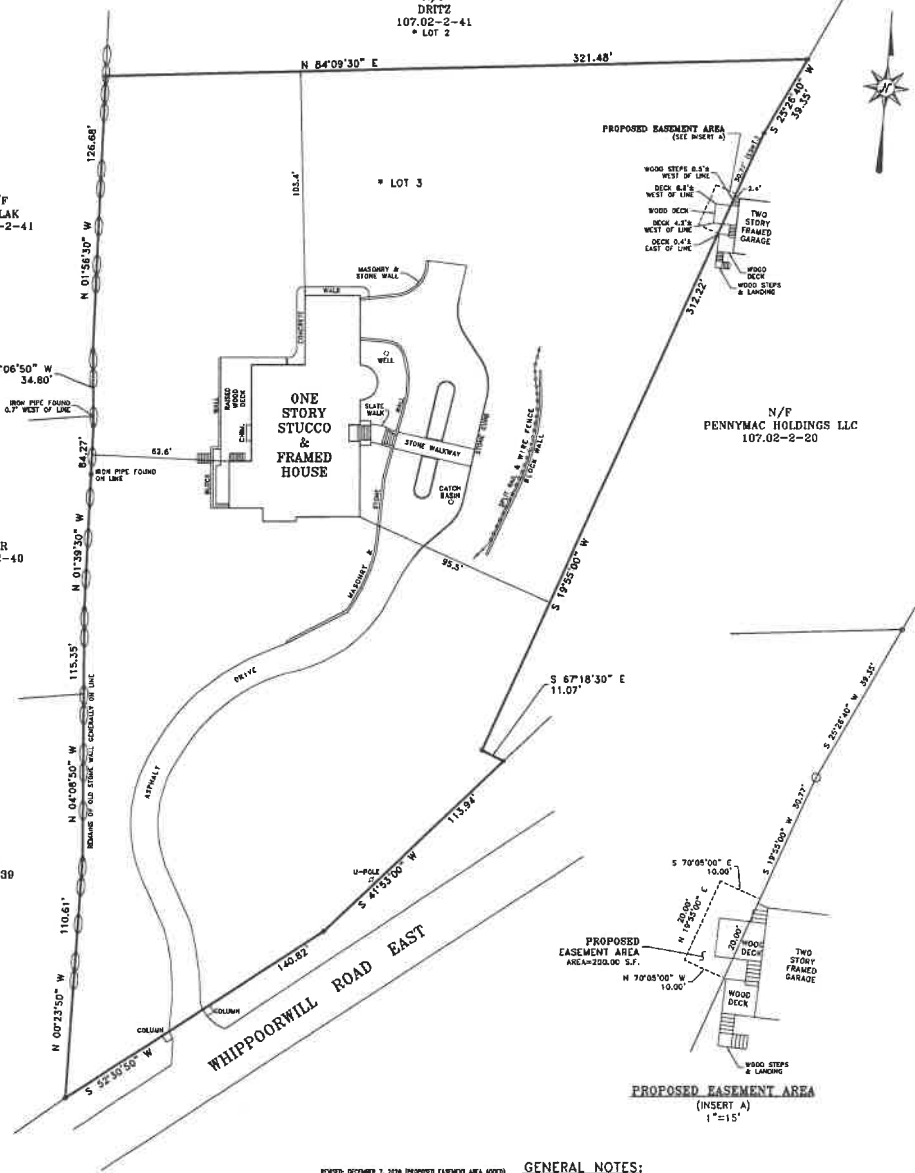
N/P  
 DRITZ  
 107.02-2-41  
 • LOT 2

N/P  
 DAILLAK  
 107.02-2-41

N 05°06'50" W  
 34.80'

N/P  
 REIMER  
 107.02-2-40

N/P  
 CAMPOS  
 107.02-2-30



REVISED: DECEMBER 7, 2020 (PROPOSED EASEMENT AREA 4002)  
 REVISION: SEPTEMBER 22, 2020 (LOCK ENCROACHMENT 4002)

**GENERAL NOTES:**

1. THE PREMISES SHOWN HEREON IS GENERALLY AS DESCRIBED IN DEED LIBER-10813 PAGE-311 RECORDED IN THE WESTCHESTER COUNTY CLERK'S OFFICE.
2. SURVEYED AS PER RECORD DESCRIPTIONS, RECORD FILED MAP, AND EXISTING MONUMENTATION.
3. SUBJECT TO ANY EASEMENTS AND/OR RIGHT OF WAYS THAT AN ACCURATE UP TO DATE ABSTRACT OF TITLE MAY SHOW.
4. THE LOCATION OF ANY SUBSURFACE EASEMENTS, RIGHT OF WAYS, EMBODIMENTS, AND/OR IMPROVEMENTS, IF ANY EXIST, ARE NOT CERTIFIED OR SHOWN HEREON.
5. ALL CERTIFICATIONS HEREON ARE VALID FOR THIS MAP AND COPIES THEREOF ONLY IF SAID MAP OR COPIES BEAR THE ORIGINAL SEAL OF THE SURVEYOR WHOSE SIGNATURE APPEARS HERECIN.
6. ANY ALTERATIONS OR ADDITIONS TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW, EXCEPT AS PER SECTION 7209, SUBSECTION 2.
7. REFERENCE: 'SUBDIVISION OF PROPERTY BELONGING TO RUTH J. MORRIS SITUATE IN THE TOWN OF NORTH CASTLE, WEST CO., N.Y. FILED IN THE WESTCHESTER COUNTY CLERK'S OFFICE DIVISION OF LAND RECORDS ON OCTOBER 4, 1977 AS MAP #15322.
8. PROPERTY CORNER MONUMENTS WERE NOT PLACED AS PART OF THIS SURVEY.

**W.E. James**  
 Engineering  
 and  
 Land Surveying, PLLC  
 8 CHENANDA LANE  
 WALLKILL, NEW YORK 12588  
 PHONE (845) 586-6535 FAX (845) 586-6538  
 EMAIL: WEJames@optonline.net  
 www.wesurveysolutions.com

COPIES OF THIS SURVEY MAP ARE AVAILABLE FOR SALE AT THE FOLLOWING PRICES:  
 1. ONE COPY OF THIS SURVEY MAP, INCLUDING ALL RECORDS AND INSTRUMENTS, \$1,000.00.  
 2. TWO COPIES OF THIS SURVEY MAP, INCLUDING ALL RECORDS AND INSTRUMENTS, \$1,500.00.  
 3. THREE COPIES OF THIS SURVEY MAP, INCLUDING ALL RECORDS AND INSTRUMENTS, \$2,000.00.  
 4. FOUR COPIES OF THIS SURVEY MAP, INCLUDING ALL RECORDS AND INSTRUMENTS, \$2,500.00.  
 5. FIVE COPIES OF THIS SURVEY MAP, INCLUDING ALL RECORDS AND INSTRUMENTS, \$3,000.00.  
 6. SIX COPIES OF THIS SURVEY MAP, INCLUDING ALL RECORDS AND INSTRUMENTS, \$3,500.00.  
 7. SEVEN COPIES OF THIS SURVEY MAP, INCLUDING ALL RECORDS AND INSTRUMENTS, \$4,000.00.  
 8. EIGHT COPIES OF THIS SURVEY MAP, INCLUDING ALL RECORDS AND INSTRUMENTS, \$4,500.00.  
 9. NINE COPIES OF THIS SURVEY MAP, INCLUDING ALL RECORDS AND INSTRUMENTS, \$5,000.00.  
 10. TEN COPIES OF THIS SURVEY MAP, INCLUDING ALL RECORDS AND INSTRUMENTS, \$5,500.00.

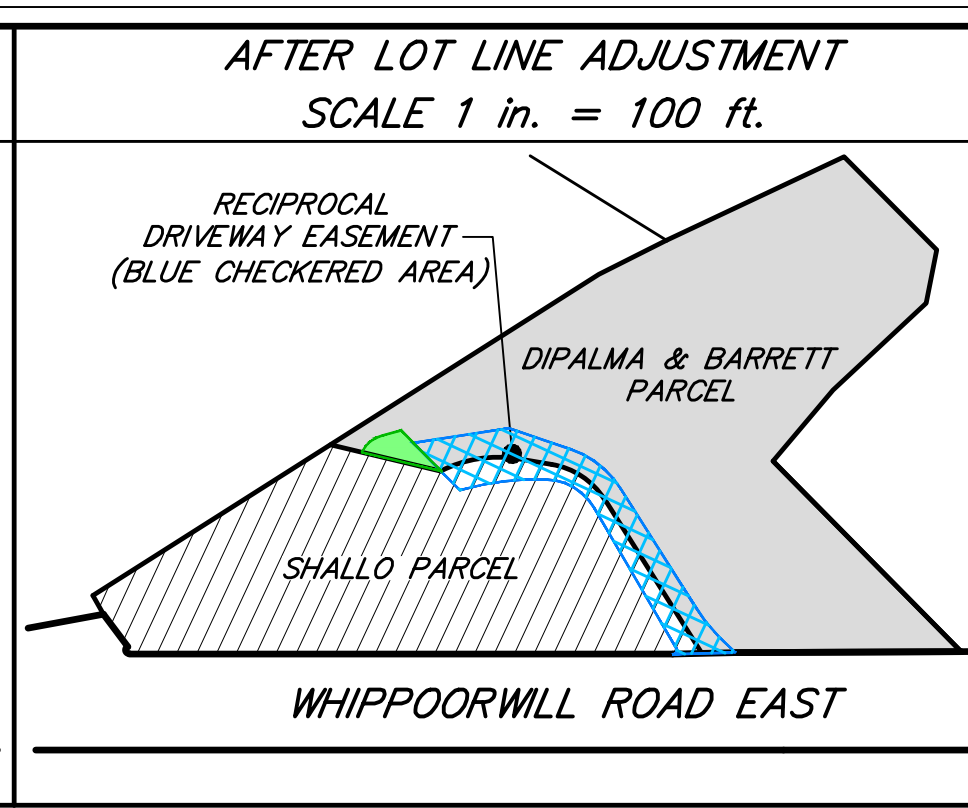
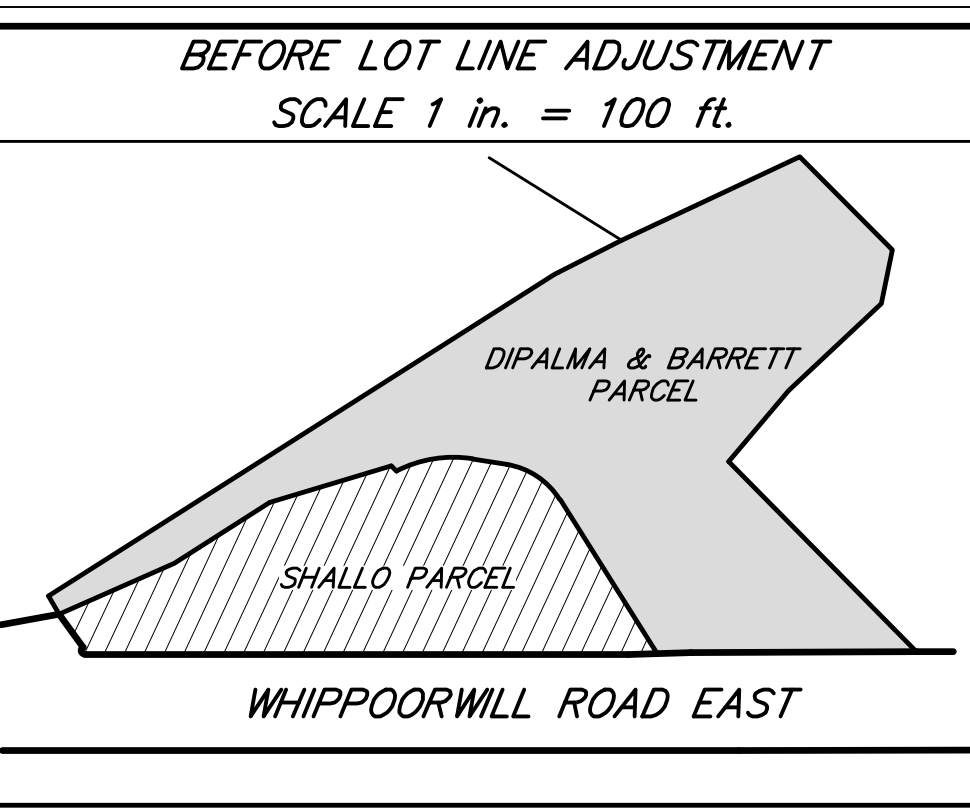
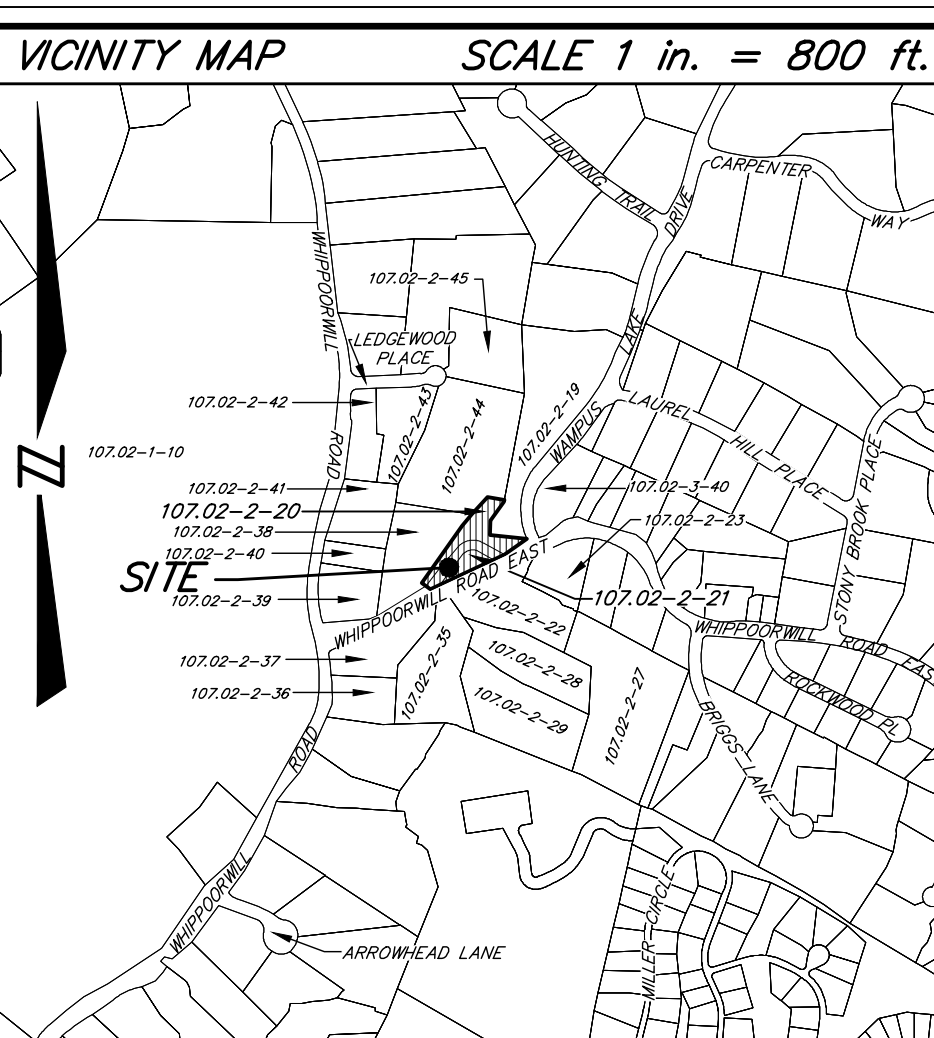
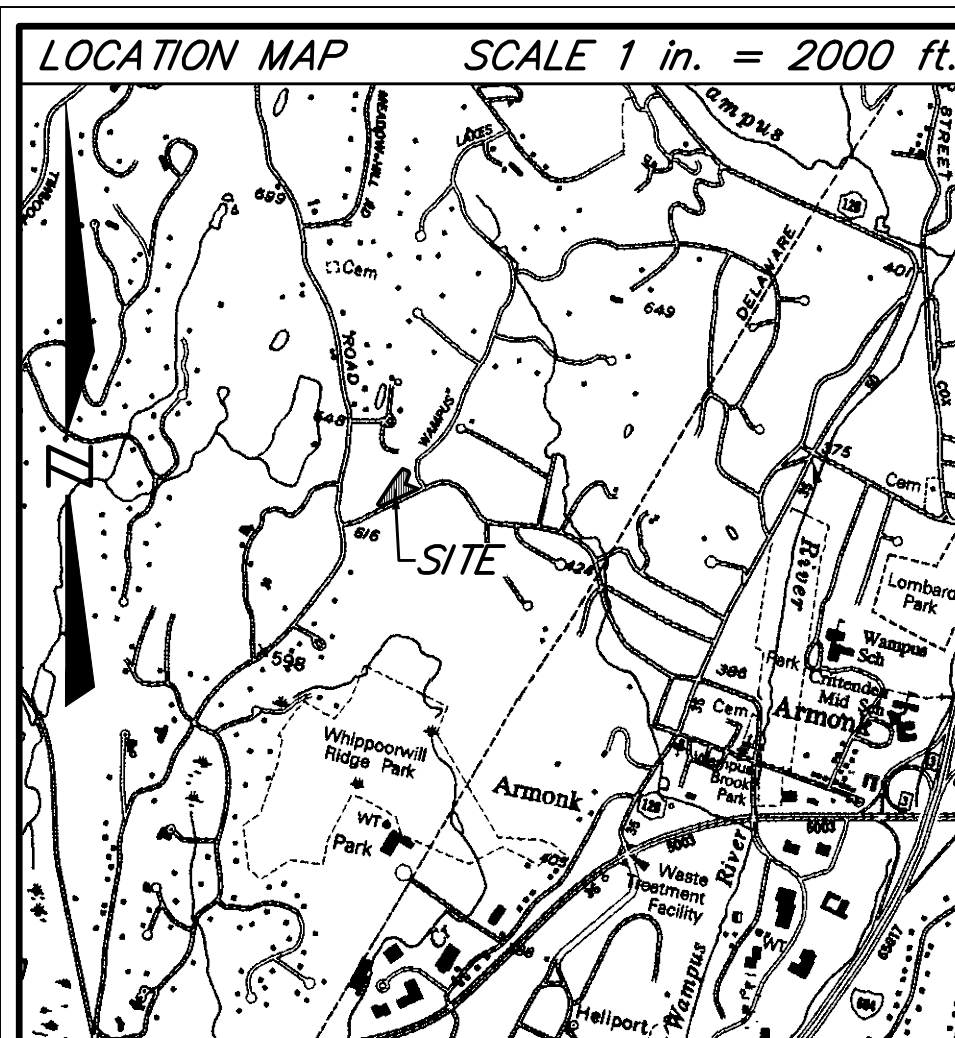
SEEKING ONLY TO:  
 1. SCOTT M. UNIVER AND KAREN MESBERG  
 2. CEO TITLE AGENCY, INC.  
 3. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

*William E. James*  
 WILLIAM E. JAMES, P.E., P.L.S.  
 NY STATE PROFESSIONAL LAND SURVEYOR LICENSE #205266

PROJECT TITLE  
 SURVEY PREPARED FOR  
**Scott M. Univer**  
 &  
**Karen Mesberg**  
 WESTCHESTER COUNTY, NEW YORK

DATE: APRIL 12, 2011  
 SHEET NO. 1 OF 1  
 SCALE: 1" = 30'

## **EXHIBIT D**



**HEALTH DEPARTMENT APPROVAL**

WESTCHESTER COUNTY DEPARTMENT OF HEALTH  
APPROVAL FOR FILING  
(No Jurisdiction)

This map does not constitute a subdivision as defined by Chapter 873, Article X of the Westchester County Sanitary Code. Permission is hereby granted for the filing of this map in the Office of the Westchester County Clerk, Division of Land Records. The appearance of the signature of the Commissioner of Health on this plat is not an endorsement and does not in anyway indicate conformance with the Department's Rules and Regulations pertaining to water supply and sewage disposal.

Each purchaser of property shown hereon shall be furnished a true copy of this plat showing this endorsement. Any erasures, changes, additions or alterations of any kind, except the addition of signatures of other approving authority and the date thereof made on this plan after this approval, shall invalidate this approval.

Date: \_\_\_\_\_

Approved by the Assistant Commissioner of Health on behalf of the Department of Health.

**NOTES**

1. COPYRIGHT "2020, 2021" by BADEY & WATSON, Surveying & Engineering, P.C. All Rights Reserved. Unauthorized duplication is a violation of applicable laws.

2. Unauthorized alteration or addition to a document prepared by a licensed land surveyor is a violation of Section 7209, Sub-Division 2 of the New York State Education Law.

3. Users are referred to the following deeds recorded in the Westchester County Clerk's Office:

- a. Liber 10064 cp 39 (Shallo to Shallo);
- b. Control No. 583463222 (PMC REO Financing Trust to Merritt Capital and Consulting LLC);
- c. Deed from Town of North Castle to Shallo (to be recorded);
- d. Deed from Town of North Castle to Merritt Capital and Consulting LLC (to be recorded);

4. The location of S.S.T.S.'s hereon are as identified by the owner and from field inspections by BADEY & WATSON. No subsurface investigations have been made to confirm these locations.

5. Revised January 5, 2021 as follows:

- a. added approximate locations of SSTS;
- b. added Note 4;
- c. revised Note 3;
- d. corrected map date;
- e. minor mapping revisions.

6. On October 2, 2020 the Zoning Board of Appeals for the Town of North Castle granted the following area variances for this lot line realignment: "A lot area variance from the minimum lot requirement. The proposed lot will be reduced from 0.948 acres to 0.872 acres which is below the required lot area for the R1.5A zoning district."

7. Revised August 5, 2021 as follows:

- a. added Note 6;
- b. minor mapping edits.

**PLANNING BOARD APPROVAL**

Approved by Resolution No. \_\_\_\_\_ of the Planning Board of the Town of North Castle, New York, on the day of \_\_\_\_\_, 2021, subject to all requirements and conditions of said Resolution. Any change, erasure, modification or revision in this plat, after the above date, shall void this approval.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Chairman \_\_\_\_\_

Secretary \_\_\_\_\_

**TOWN ENGINEER APPROVAL**

Reviewed by the Town Engineer for conformance.

Date: \_\_\_\_\_

Joseph Cermele, PE  
Kellard Sessions Consulting, P.C.  
Consulting Town Engineer

**OWNER'S APPROVAL**

The undersigned, owner of the property hereon, states that it s/he is familiar with this map, its contents and its legends and hereby consents to the filing of this map.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

James Shallo \_\_\_\_\_

Rose Shallo \_\_\_\_\_

Joseph J. DiPalma \_\_\_\_\_

Rebecca A. Barrett \_\_\_\_\_

**PREPARED BY**

**BADEY & WATSON**  
Surveying & Engineering, P.C.

3063 Route 9  
Cold Spring, NY 10516  
www.Badey-Watson.com

845.265.9217  
845.265.4428 (Fax)  
877.3.141.593 (Toll Free)

**Notes**

1. COPYRIGHT "2020, 2021" by BADEY & WATSON, Surveying & Engineering, P.C. All Rights Reserved. Unauthorized duplication is a violation of applicable laws.

2. Unauthorized alteration or addition to a document prepared by a licensed land surveyor is a violation of Section 7209, Sub-Division 2 of the New York State Education Law.

3. Users are referred to the following deeds recorded in the Westchester County Clerk's Office:

- a. Liber 10064 cp 39 (Shallo to Shallo);
- b. Control No. 583463222 (PMC REO Financing Trust to Merritt Capital and Consulting LLC);
- c. Deed from Town of North Castle to Shallo (to be recorded);
- d. Deed from Town of North Castle to Merritt Capital and Consulting LLC (to be recorded);

4. The location of S.S.T.S.'s hereon are as identified by the owner and from field inspections by BADEY & WATSON. No subsurface investigations have been made to confirm these locations.

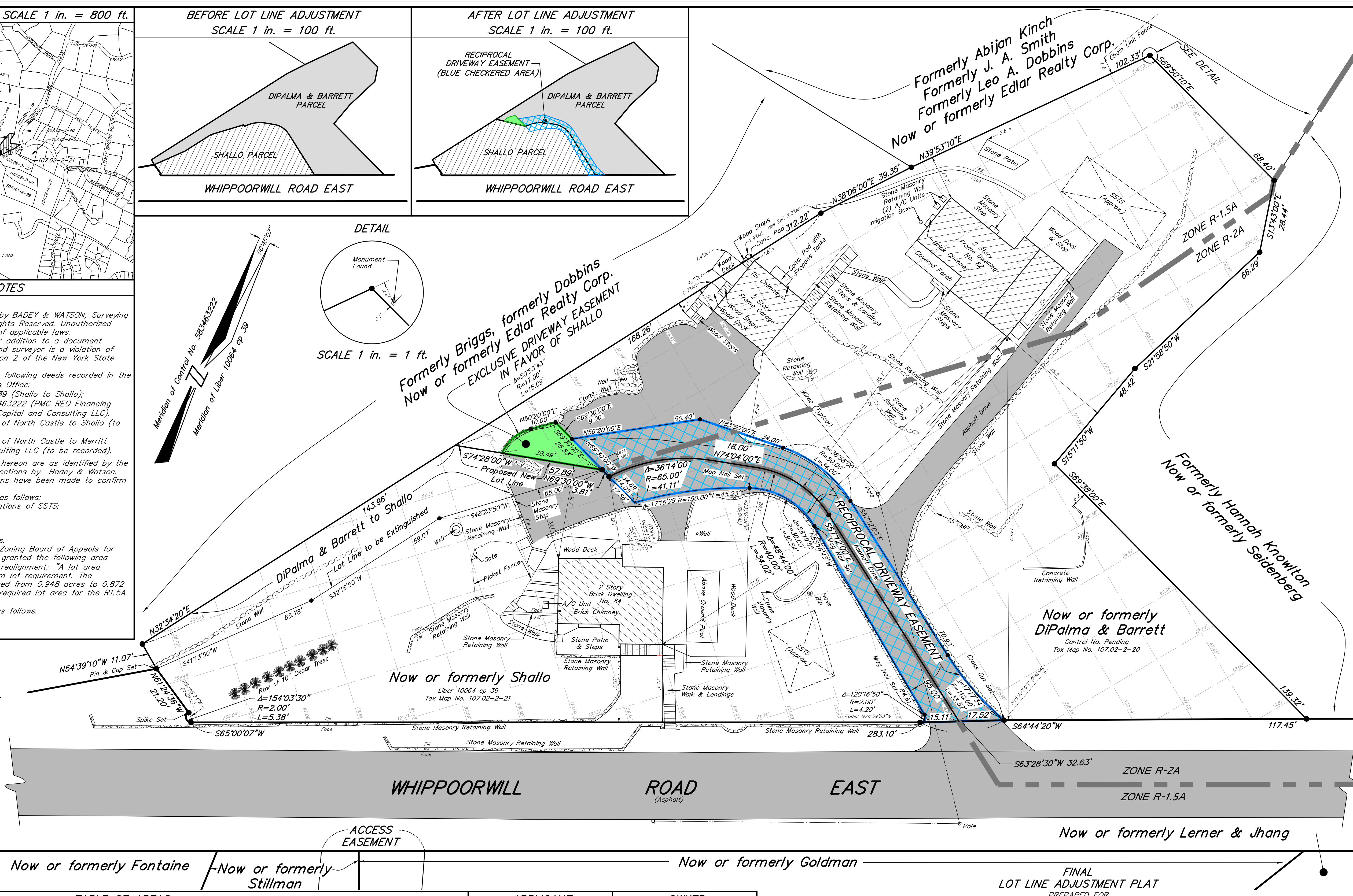
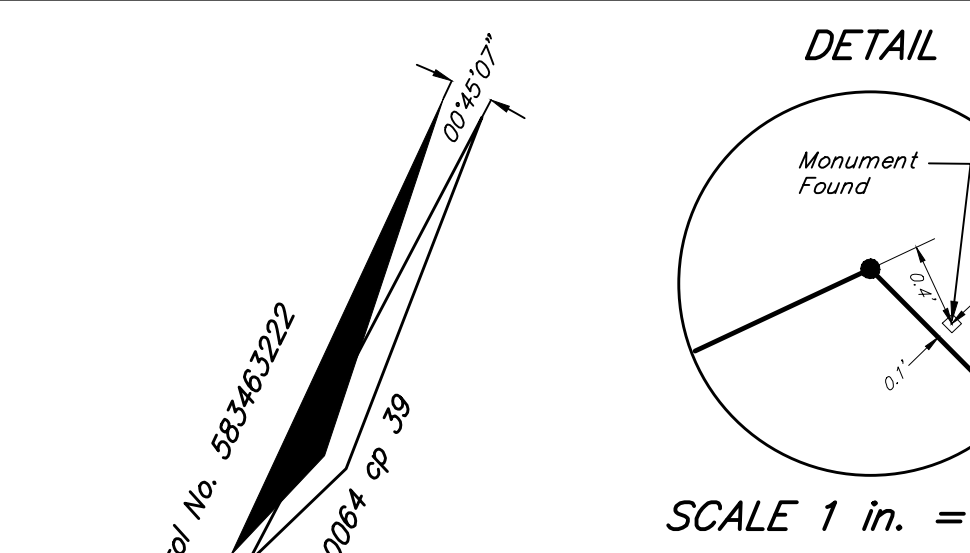
5. Revised January 5, 2021 as follows:

- a. added approximate locations of SSTS;
- b. added Note 4;
- c. revised Note 3;
- d. corrected map date;
- e. minor mapping revisions.

6. On October 2, 2020 the Zoning Board of Appeals for the Town of North Castle granted the following area variances for this lot line realignment: "A lot area variance from the minimum lot requirement. The proposed lot will be reduced from 0.948 acres to 0.872 acres which is below the required lot area for the R1.5A zoning district."

7. Revised August 5, 2021 as follows:

- a. added Note 6;
- b. minor mapping edits.



**TABLE OF AREAS**

PARCEL	BEFORE ROAD ABANDONMENT	BEFORE LOT LINE ADJUSTMENT	DIPALMA & BARRETT TO SHALLO	AFTER LOT LINE ADJUSTMENT	RECIPROCAL DRIVEWAY EASEMENT (BLUE) EXCLUSIVE DRIVEWAY EASEMENT (GREEN)
DIPALMA & BARRETT	38,001 sq.ft./0.872 Acres	41,319 sq.ft./0.948 Acres	-3,317 sq.ft./-0.076 Acres	38,001 sq.ft./0.872 Acres	2,349 sq. ft./0.054 Acres 348 sq. ft./0.008 Acres
SHALLO	15,798 sq.ft./0.363 Acres	21,335 sq.ft./0.490 Acres	+3,317 sq.ft./+0.076 Acres	24,653 sq.ft./0.566 Acres	1,652 sq. ft./0.038 Acres 000 sq. ft./0.000 Acres
TOTAL	53,799 sq.ft./1.235 Acres (Not including Road Parcel)	62,654 sq.ft./1.438 Acres (Includes Road Parcel)	0,000 sq.ft./0.000 Acres	62,654 sq.ft./1.438 Acres	4,001 sq. ft./0.092 Acres 348 sq. ft./0.008 Acres

**ZONING REQUIREMENTS**

	Required Zone R-1.5A Tax Map No. 107.02-2-20 SHALLO		Existing				Proposed			
	Min. Lot Area (Acres)	Min. Frontage	Min. Width	Min. Depth	T.M. 107.02-2-21 DIPALMA & BARRETT	T.M. 107.02-2-20 SHALLO	T.M. 107.02-2-21 DIPALMA & BARRETT	T.M. 107.02-2-20 SHALLO	T.M. 107.02-2-21 DIPALMA & BARRETT	
Min. Lot Area (Acres)	1.5	2	0.490 Acres	0.948 Acres	0.566 Acres	0.872 Acres	0.490 Acres	0.948 Acres	0.566 Acres	
Min. Frontage	150'	150'	298.21'	132.18'	107.84'	298.21'	132.18'	107.84'	298.21'	
Min. Width	150'	150'	76.10'	89.90'	82.23'	76.10'	89.90'	82.23'	76.10'	
Min. Depth	150'	150'	30.3'	149.0'	30.3'	149.0'	30.3'	149.0'	30.3'	
Min. Principal Building Setbacks										
Front Yard	50'	50'	30.3'	149.0'	30.3'	149.0'	30.3'	149.0'	30.3'	
Side Yard	30'	30'	81.5'	44.9'	81.5'	44.9'	81.5'	44.9'	81.5'	
Rear Yard	40'	50'	28.1'	1.8'	36.7'	1.8'	36.7'	1.8'	36.7'	
Max. Height (Principal) (Feet/Stories)	30'	30'	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	
Max. Building Coverage (%)	10%	8%	8%	4.9%	4.9%	5.3%	8%	4.9%	4.9%	
Min. Dwelling Unit Size (Square Feet)	1,300	1,400	1,118 Sq. Ft.	2,033 Sq. Ft.	1,118 Sq. Ft.	2,033 Sq. Ft.	1,118 Sq. Ft.	2,033 Sq. Ft.	1,118 Sq. Ft.	

▲ Resultant dimension is equal to or greater than before Lot Line Adjustment; No Variance Required  
▲▲ Resultant area is equal to or greater than before Road Abandonment; No Variance Required

**APPLICANT**  
Merritt Capital & Consulting LLC  
10 Whippoorwill Crossing  
Armonk, NY 10504

**OWNER**  
James & Rose Shallo  
84 Whippoorwill Road East  
Armonk, NY 10504  
Joseph J. DiPalma & Rebecca A. Barrett  
82 Whippoorwill Road East  
Armonk, NY 10504

**PROPERTY DATA**  
Tax Map 107.02-2-20 - Dipalma & Barrett  
Tax Map 107.02-2-21 - Shallo  
Zoning District: R-1.5A & R-2A  
Ambulance District: Ambul # 2  
Fire District: Fire District # 2  
School District: Byram Hills Central School District  
Lighting District: Light District # 2

The property hereon is located on  
**SHEET 122**  
**BLOCK 8773**  
of the Westchester County Block Index System

**GRAPHIC SCALE**  
1 inch = 20 ft.

**FINAL LOT LINE ADJUSTMENT PLAT**  
PREPARED FOR

**JOSEPH J. DIPALMA & REBECCA A. BARRETT**  
AND  
**JAMES & ROSE SHALLO**

SITUATE IN THE  
**TOWN OF NORTH CASTLE**  
**WESTCHESTER COUNTY**  
**NEW YORK**

SCALE 1 in. = 20 ft. MAY 14, 2020

We hereby certify that this map is based on a survey completed by us on October 11, 2019, that this map was completed on May 14, 2020 and that the survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by The New York State Association of Professional Land Surveyors, Inc.  
Revised January 5, 2021. See Note 5.  
Revised August 5, 2021. See Note 7.

**BADEY & WATSON**  
Surveying & Engineering, P.C.  
by *Stephen J. Miller*  
NEW YORK STATE LICENSED LAND SURVEYOR  
LICENSE No. 49789

**PRINTED**  
August 5, 2021  
BADEY & WATSON  
Surveying & Engineering, P.C.

T.M. : 107.02-2-20 & 21  
 Drawing Name: LL24966\_R02A\_V04 Layout: MAP  
 W.C. No. 24966  
 Checked by SRM  
 Spell checked by NTK  
 Drawn by NTK On 11-07-19  
 Closed by NTK