

Liber 11894 pg 001

received
6/3/98 ajs

DEED

THIS INDENTURE, made the 30th day of March, nineteen hundred and ninety-eight, between K. William Kolbe, acting as successor trustee under paragraphs 7 and 8 of the last will and testament of S. Gregory Taylor, pursuant to Letters of Trusteeship which were granted March 3, 1988 by the Surrogate's Court of the State and County of New York, having an office at 40 West 57th Street, New York, New York 10019, party of the first part, and Town of Shelter Island having an office at 44 North Ferry Road, Shelter Island, New York 11964, party of the second part,

WITNESSETH, that the party of the first part, to whom Letters of Trusteeship were issued by the Surrogate's Court, New York County, New York on March 3, 1988, as successor trustee under paragraphs 7 and 8 of the last will and testament of S. Gregory Taylor, and by virtue of the power and authority given in and by said Letters of Trusteeship, said last will and testament, and/or by Article 11 of the Estates, Power and Trusts Laws, without consideration, but to fulfill the disposition of the following described premises pursuant to the terms of said last will and testament, does hereby grant and release unto the party of the second part, the heirs, successors and assigns of the party of the second part forever,

All that certain piece or parcel of land situate, lying and being in Shelter Island, in the Township of Shelter Island, County of Suffolk and State of New York, as outlined in red on map attached to that certain Indenture dated June 26, 1939 made by Shelter Island Developments, Inc. to S. Gregory Taylor, recorded in the Office of the Clerk of Suffolk County in Liber 6045, page 61, and more particularly described as follows:

20-1-15
BEGINNING, at a point, which said point is distant 61.102 feet on a course of South 74° 03' 10" East from the Southeasterly corner of a tract of land containing 1.3 acres more or less conveyed to Ralph E. Peterson by deed dated September 20, 1938; thence South 74° 03' 10" East 70.117 feet; thence North 27° 42' 20" East 66.413 feet; thence along the arc of a curve bearing to the left having a radius of 480 feet and a central angle of 18° 57' 40", and a tangent of 84,332 feet a distance of 158.848 feet to a point of reverse curvature; thence on the arc of a curve bearing to the right having a radius of 440 feet, a central angle of 14° 53' 30" and a tangent of 54.237 feet a distance of 114.360 feet to a point of tangency; thence South 66° 21' 50" East 629.299 feet to a point; thence North 21° 47' 10" West 282.176 feet to a point; thence North 68° 12' 50" East 25 feet to the point or place of
*BEGINNING:- Thence North 68° 12' 50" East 400 plus or minus feet to the high water mark of Cocksles Harbor; thence in a northwesterly direction along the said high water mark 100 plus or minus feet to a point;; thence South 68° 12' 50" West 400 plus or minus feet to a point; thence South 21° 47' 10" East 100 feet to the point or place of beginning.
Containing 0.92 acres.

Liber 11814 pg 006

DISTRICT	SECTION	BLOCK	LOT
0700	200	20	10

DEED

THIS INDENTURE, made the 30th day of December, nineteen hundred and ninety-seven, between K. William Kolbe, acting as successor trustee under paragraphs 7 and 8 of the last will and testament of S. Gregory Taylor, pursuant to Letters of Trusteeship which were granted March 3, 1988 by the Surrogate's Court of the State and County of New York, having an office at 40 West 57th Street, New York, New York 10019, party of the first part, and Town of Shelter Island having an office at 44 North Ferry Road, Shelter Island, New York 11964, party of the second part,

WITNESSETH, that the party of the first part, to whom Letters of Trusteeship were issued by the Surrogate's Court, New York County, New York on March 3, 1988, as successor trustee under paragraphs 7 and 8 of the last will and testament of S. Gregory Taylor, and by virtue of the power and authority given in and by said Letters of Trusteeship, said last will and testament, and/or by Article 11 of the Estates, Power and Trusts Laws, without consideration, but to fulfill the disposition of the following described premises pursuant to the terms of said last will and testament, does hereby grant and release unto the party of the second part, the heirs, successors and assigns of the party of the second part forever,

All that certain piece or parcel of land situate, lying and being in Coecles Harbor, in the Township of Shelter Island, County of Suffolk, State of New York, known as and by the name of CEDAR ISLAND, together with, to the extent the same now exists, the one-story log cabin and sea wall and stone well thereon erected, which Island is situate northeastwardly from a point of land projecting northwardly into the southerly side of Coecles Harbor, the stone monument in the westerly portion of said Island being distant six hundred forty-six and 50/100 feet from a cross cut in a stone on said point of land, which stone monument lies north forty-nine (49) degrees, eight (8) minutes, forty (40) seconds east of said cross cut in said stone, said Island being entirely surrounded by the waters of Coecles Harbor and containing about one and 142/1000 (1.142) acres of land.

Together with the right, title and interest of the party of the first party, if any, in and to all lands between high and low water marks adjacent to said Island and also the right, title and interest, if any, in and to a strip of land twenty (20) feet in width lying under water and extending from the southwesterly end of said Island along the line between said stone monument and said cut on said stone to the point of land aforesaid, one-half of said twenty (20) foot strip lying northwest and one-half southeast of the said line between said stone monument and said cut on said stone; said Cedar Island and said line between said stone monument and said cut on said stone being shown on a survey thereof made by C.P. Darling - A. J. Edwards, Inc., in April, 1937.

Recd 4/28/98

*MS
Taylor to City of Suffolk?
Suffolk County back to
Taylor Estate
MS
4/28/98*

To Whom It May Concern:

I, JOHN C. COCHRANE, County Treasurer of Suffolk County, New York, do hereby certify that pursuant to Sec. 40-C, Suffolk County Tax Act and Sec. 1026 Real Property Tax Law, I have this day cancelled the sale for taxes of the lands hereinafter described, made December 12, 1995 for the tax of 1994-95 appearing on the record of tax sales in my office, book Shelter Islandpage parcel for the reason that said sale was invalid and ineffectual to give title to the lands sold, and for the following reason:

Res. 19-98 dated 2/10/1998
Municipal error - should not have been taken

The lands so sold were in said sale described as follows:

Taylor, Est. S.G. Ctf 500018
TM 0700-020-01-015

Tax deed to Suffolk County filed in the Suffolk County Clerk's Office May 16, 1997 Liber 11832 Page 320

Witness my hand and official seal at Riverhead, N.Y., this 23 day of April 19 98

10 -

5/7/93

MAY 10 1993

PROPERTY MAP NO. 700 / 20 - 2 - 1

MAP COORDINATE NOS. _____

INDEXED RECORDED IN LIBER _____ PAGE ^{103#} 111-93

SUBDIVISION NAME OR NO. _____

MAP BOOK _____ PAGE _____ BL. _____ LOT _____

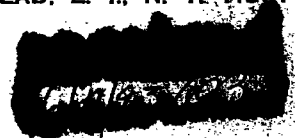
INDEX INITIAL AF

SKETCH: All attached 103



REAL PROPERTY TAX SERVICE AGENCY

SUFFOLK COUNTY CENTER
RIVERHEAD, L. I., N. Y. 11901



REMOVED "NATURE CONSERVANCY" LABEL FROM 700-20-2-1

40 RON SAUERS
472 MAIN ST
BEACON, N.Y. 11508

RESEARCHER/PLOTTER D. G. Curtis DATE 6-7-93

CHECKED BY ES

Reference is made to deeds recorded at the Suffolk County Clerk's Office at Liber 167, Page 485 on March 31, 1870 and Liber 6521, Page 01 and executed on December 20, 1968 in further aid of this property description.

TOGETHER with the benefit of all easements, rights of way, privileges and agreements affecting said premises and every part thereof;

TOGETHER with all right, title and interest of the parties of the first part in and to all streets, highways, roads, lanes, alleys and paths abutting or crossing said premises and all part thereof;

TOGETHER with all right, title and interest, if any, of the parties of the first part in and to any streets and roads abutting the above-described premises to the center line thereof;

TOGETHER with the appurtenances and all the estate and rights of the parties of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

This conveyance has been made with the unanimous consent in writing of all the shareholders of the party of the first part.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

AEON REALTY COMPANY

ATTEST:

Michael Jean
Secretary

By L. Cragg
Its President

#240-92

CORRECTIVE DEED

9819

NO
CONSIDERATION
6-

10/10/82
2/2

THIS INDENTURE, made the 22nd day of June, 1982, between AEON REALTY COMPANY, a New York corporation, having an office at 1800 N. Kent Street, Arlington, Virginia 22209, party of the first part, and THE NATURE CONSERVANCY, a non-profit corporation organized and existing under the laws of the District of Columbia, having an office at 1800 North Kent Street, Arlington, Virginia 22209, party of the second part,

W I T N E S S E T H:

WHEREAS the party of the first part desires to clarify and confirm title to property conveyed by it to the party of the second part by deed dated May 28, 1980 and recorded at Book 8830, Pages 219-249 at the Suffolk County Clerk's Office on May 30, 1980; and

Tax Map No.

Dist. 0700

Sec. 020.00

Bl. 01.000

Lot > 001.000

002.000

020.000

01.000

WHEREAS the party of the first part desires to correct the description of property conveyed under the aforementioned deed which was intended to be conveyed under the aforementioned deed; and

NOW, THEREFORE, the party of the first part, pursuant to a Plan of Liquidation duly adopted by its Board of Directors and its sole shareholder, does hereby, without consideration, grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, the following described real property; located in the Town of Shelter Island, County of Suffolk and State of New York. *See Schedule A for description* Reference is hereby made to the property description contained in the deed between the parties hereto dated May 28, 1980 and recorded at Book 8830, Pages 219-249 in the Suffolk County Clerk's Office.

Meaning and intending to convey and hereby conveying all strips or gores of land abutting said premises or abutting any part of said premises, on any side or within the boundaries thereof; all right, title and interest of the parties of the first part, including all riparian rights, in and to all lands lying between said premises and any creek, river, pond or other body of water and also all land under water and in and to all underwater grants affecting any coastal area of Shelter Island;

⊙

16 25

AT

400 plus or minus feet to a point; thence South 210 47' 10" East 100 feet to the point or place of beginning. Containing 0.93 acres.

Together with riparian and other rights, if any, to that portion of the beach lying and being in front of the mean high water line of Coeckles Harbor, commencing at a point where the southerly side of the premises above described intercepts the mean high water line of Coeckles Harbor and thence running northerly along the mean high water line to a cement monument in said line marking the point where the southwesterly line of the property conveyed to the party of the second part by deed dated April 21, 1937, intercepts said mean high water line of Coeckles Harbor.

TOGETHER with the right to the party of the second part to the general use only of the drives and/or roads now or hereafter opened on the land of the party of the first part, in common with the owners and/or occupants of other premises or estates on the land of the party of the first part, which right to use is subject to such reservations and/or reasonable restrictions and rules as the party of the first part may from time to time adopt affecting such use; nevertheless, with free access at all times.

TOGETHER with the appurtenances and all the estate and

U. S. I. R. S.

\$1.00

THIS INSTRUMENT, made the 26th day of June, Nineteen Hundred and Thirty-Nine between

SHELTER ISLAND DEVELOPMENTS, INC., a Corporation duly organized and existing under the laws of the State of New York, and having a principal place of business at No. 17 West 58th Street, in the Borough of Manhattan, City, County and State of New York, party of the first part, and

S. GREGORY TAYLOR

of the St. Moritz Hotel in the Borough of Manhattan, City, County and State of New York, party of the second part;

WITNESSETH:— That the party of the first part, in consideration of the sum of ONE (1) DOLLAR and other good and valuable considerations lawful money of the United States paid by the party of the second part, does hereby Grant and release unto the party of the second part, his heirs and assigns forever, A L L that certain piece or parcel of land situate, lying and being in SHELTER ISLAND, in the TOWNSHIP OF SHELTER ISLAND, COUNTY OF SUFFOLK and STATE OF NEW YORK, as outlined in red on map attached hereto, and more particularly described as follows:—

BEGINNING at a point, which said point is distant 81.102 feet on a course of South 74° 03' 10" East from the Southeastern corner of a tract of land containing 1.3 acres more or less conveyed to Ralph E. Peterson by deed dated September 20, 1938; thence South 74° 03' 10" East 70.117 feet; thence North 27° 42' 20" East 66.413 feet; thence along the arc of a curve bearing to the left having a radius of 480 feet and a central angle of 18° 57' 49", and a tangent of 84.332 feet a distance of 158.848 feet to a point of reverse curvature; thence on the arc of a curve bearing to the right having a radius of 440 feet, a central angle of 14° 53' 30" and a tangent of 54.237 feet a distance of 114.360 feet to a point of tangency; thence South 68° 21' 50" East 628.299 feet to a point; thence North 21° 47' 10" West 282.176 feet to a point; thence North 68° 12' 50" East 25 feet to the point or place of BEGINNING:— Thence North 68° 12' 50" East 400 plus or minus feet to the high water mark of Coeckles Harbor; thence in a northwesterly direction along the said high water mark 100 plus or minus feet to a point; thence South 68° 12' 50" West

*This Deed was never recorded,
at least not in Suffolk County A.D.*

John B. Gordon

*Case
S. D. J. Inc
10/1/37*

THIS INDENTURE, made the 21st day of April,

Nineteen Hundred and Thirty-seven, between

*Case
S. D. J. Inc
10/1/37*

SHELTER ISLAND DEVELOPMENTS, INCORPORATED, a

Corporation duly organized and existing under the laws of the

*Case
S. D. J. Inc
10/1/37*

State of New York, and having a principal place of business

at No. 17 West 56th Street, in the Borough of Manhattan,

City, County and State of New York, party of the first part,

and

*Case
S. D. J. Inc
10/1/37*

S. GREGORY TAYLOR

of the St. Moritz Hotel, in the Borough of Manhattan, City

County and State of New York, party of the second part;

*Case
S. D. J. Inc
10/1/37*

WITNESSETH:- That the party of the first part, in

consideration of the sum of One (1) Dollar and other good

and valuable considerations lawful money of the United

States, paid by the party of the second part, does hereby

grant and release unto the party of the second part, his

heirs and assigns forever, A L L that certain piece or

parcel of land situate, lying and being in Coecles Harbor,

in the Township of Shelter Island, County of Suffolk, State

of New York, known as and by the name of CEDAR ISLAND,

together with the one-story log cabin and sea wall and stone

well thereon erected, which Island is situate northeastwardly

from a point of land projecting northwardly into the southerly

side of Coecles Harbor, the stone monument in the westerly

portion of said Island being distant six hundred forty-

six and 50/100 feet from a cross cut in a stone on said point

142/1000 (1.142) acres of land.

Together with the right, title and interest of the party of the first part, if any, in and to all lands between high and low water marks adjacent to said Island and also the right, title and interest, if any, in and to a strip of land twenty (20) feet in width lying under water and extending from the southwesterly end of said Island along the line between said stone monument and said cut on said stone to the point of land aforesaid, one-half of said twenty (20) foot strip lying northwest and one-half southeast of the said line between said stone monument and said cut on said stone; said Cedar Island and said line between said stone monument and said cut on said stone being shown on a survey thereof made by C. P. Darling - A. J. Edwards, Inc., in April, 1937.

Together with the right to the party of the second part to the general use only of the drives and/or roads now or hereafter opened on the land of the party of the first part, in common with the owners and/or occupants of other premises or estates on the land of the party of the first part, which right to use is subject to such reservations and/or reasonable restrictions and rules as the party of the first part may from time to time adopt affecting such use.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

The covenants of the party of the second part are as follows:-

The party of the second part will install (a) an approved type of septic tank for the disposal of all sewage from all buildings on Premises; (b) a garbage incinerator or an approved type of garbage receptacle, the contents of which, with other rubbish, shall be removed from premises by Party of the second part at least once each four (4) days.

That no building, structure, or installation shall be located or erected on premises before the design or elevation, plans and specifications therefor have been submitted to and approved by the party of the first part in writing.

That the party of the second part will not (a) sell, convey, lease or let Premises or any interest therein, or any portion thereof, to any other than a person of the Caucasian race; (b) permit a display sign of any kind on Premises; (c) permit the erection on Premises of a fence other than a hedge fence or rustic fence (Neither to exceed four (4) feet in height; (d) use or permit Premises to be used for any manufacture, trade or business; (e) permit the erection or use of an outside toilet on Premises; (f) permit any nuisance, unwholesome or offensive to the neighborhood, to exist on premises; (g) use or permit the use of any radio broadcasting sending set or station on Premises;

The above reservations and restrictions shall be covenants running with the land and shall bind the parties of the first and second part, their assigns, personal repre-

consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that it will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the said party of the first part covenants as follows:-

FIRST:- That the said party of the first part is seized of the said premises in fee simple and has good right to convey the same;

SECOND:- That the party of the second part shall quietly enjoy said premises;

THIRD:- That the said premises are free from incumbrances; excepting taxes and assessments imposed, assessed or levied on the above property after April 5, 1937.

FOURTH:- That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

FIFTH:- That the said party of the first part will forever warrant the title to said premises.

*Francis Marion Smith
20 Mule Team Brand fame
- owned Island -
died in 1931*

IN WITNESS WHEREOF the said party of the first part has caused these presents to be signed by its President and sealed with its Corporate Seal the day and year first above written.

Signed, sealed and delivered in the presence of:

SHELTER ISLAND DEVELOPMENTS INCORPORATED.

Witness furnished BY *F. M. Leeston-Smith* President.

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

On this 21st day of April, in the year of Our Lord One Thousand Nine Hundred and Thirty-seven, before me personally came FREDERICK LEESTON-SMITH, to me known, who being by me duly sworn did depose and say that he resides at 42-33 Kissena Avenue, Flushing, Long Island, New York, that he is President of the SHELTER ISLAND DEVELOPMENTS INCORPORATED, the Corporation described in and which executed the above instrument; that he knows the Corporate Seal of said Corporation; that the seal affixed to said instrument is said corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

Margaret Rossette