



AGREEMENT MADE as of this ^{4TH} day of June, 2019 by and between Anda Realty, LLC, a New York limited liability company having offices at 153 E. Central Avenue, Pearl River, New York 10965 (hereafter "ANDA") and Karl Ackermann, an individual residing at 159 East Central Avenue, Pearl River, New York 10965 (hereafter "ACKERMANN")

WHEREAS, ANDA is the fee owner of the premises known as and by 153 E. Central Avenue, Pearl River, New York 10965, as well as Section 68.16, Block 6, Lot 39 on the Land Map of the Town of Orangetown, County of Rockland (the "ANDA Property"); and

WHEREAS, ACKERMANN is the fee owner of the abutting premises known as and by 159 E. Central Avenue, Pearl River, New York 10965, as well as Section 68.16, Block 6, Lot 38 on the Land Map of the Town of Orangetown, County of Rockland (the "ACKERMANN Property"); and

WHEREAS, the parties had heretofore agreed on ANDA's placement of fencing and shrubbery set back on ANDA's side of the property line between them so as to provide a buffer in connection with an ANDA's earlier application before the Zoning Board of Appeals of the Town of Orangetown for the construction of a garage; and

WHEREAS, the parties now desire to modify ZBA # 10-64 said agreement with regard to the existing condition and have agreed to enter into this agreement,

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. That boundary line between the two properties as set forth in the deeds of record is recognized as the true boundary between the premises. The true location of this line is neither uncertain nor in dispute by the parties.
2. ANDA shall exercise its right to relocate the existing six-foot high wooden fence and footings from its current location to the Ackermann property to align with the existing front section line in accordance with the drawing attached hereto as Exhibit A. The fence shall be orientated with the posts with new footings on ANDA's side of the fence.
3. ANDA will remove existing sections of wood curbing (2 x 10) from the property line and replace the same with a masonry border at the property line adjacent to the residence on the ANDA Property in accordance with the drawing attached hereto as Exhibit A.
4. ANDA accepts the screen arborvitaes as they exist today shall have sole discretion as to the disposition thereof waiving any claim against ACKERMANN as to their condition.
5. Following the relocation of the relocation of the fence, ANDA shall install at its sole cost and expense, three (3) 3" caliper Forest Pansy Redbud trees on the Ackermann Property to be placed in accordance with the drawing attached hereto as Exhibit A and shall cut down, remove and dispose of three (3) existing pine trees.

6. In consideration of the above, ACKERMANN agrees to raise no objection, complaint or take any action to prevent or obstruct the proposed relocation of the fencing, curbing and the landscaping and hereby waives any and all claims for damages against ANDA with regard to the same.

7. Confidentiality. The parties agree that the terms and conditions of this agreement shall be kept confidential by the parties except as to disclosures to municipal boards as may be necessary to obtain approvals.

8. Recording. Neither this Agreement nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record.

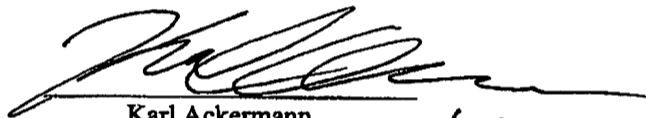
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ANDA REALTY LLC

BY

Aidān McCormack Manager.

Aidān McCormack, Manager



Karl Ackermann

6/4/19

