



LIBER 7805 PAGE 163

THIS INDENTURE, made as of the 2<sup>nd</sup> day of November 1982 between ROBERT LEE PATTERSON, JR. and MARGARET SLOANE PATTERSON, his wife, (the "Grantors") residing at Byram Lake Road, Mt. Kisco, New York, and THE COUNTY OF WESTCHESTER (the "Grantee"), a County of the State of New York, having offices at the County Office Building, White Plains, New York in the State of New York.

WITNESSETH, that Grantors, in consideration of One Dollar lawful money of the United States in hand paid by Grantee and for other valuable consideration, do hereby grant and release unto Grantee, its successors and assigns:

ALL that certain tract or parcel of land together with the buildings and improvements erected thereon, known as "Merestead", situate, lying and being in the Town of Bedford and Town of New Castle, County of Westchester and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly boundary line of Byram Lake Road where the same is intersected by the division line between property now or formerly belonging to the Village and Town of Mount Kisco on the east and the premises herein described on the west, running thence in a southerly direction along said division line South 3° 48' 30" East 167.82 feet, South 8° 06' 00" East 288.93 feet, South 11° 08' 20" East 70.86 feet, South 74° 07' 20" West 9.88 feet and South 17° 18' 00" East 301.54 feet to a point, thence in a westerly direction along the northerly boundary line of property now or formerly belonging to Rolf R. Roland and partially along the center line of a stone wall South 84° 58' 50" West 239.64 feet, South 75° 03' 25" West 52.27 feet, South 74° 49' 35" West 50.28 feet, South 72° 48' 50" West 60.60 feet and South 72° 01' 25" West 52.63 feet to a point, thence in a northwesterly direction continuing along the northerly boundary line of property now or formerly belonging to Rolf R. Roland North 26° 58' 55" West 322.11 feet and North 26° 52' 25" West 473.72 feet to a point, thence in a westerly direction still along the northerly boundary line of property now or formerly belonging to Rolf R. Roland and along the center line of a stone wall

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and crossing the Town line between the Town of New Castle on the west and the Town of Bedford on the east

South 88° 53' 05" West	22.89 feet,
North 84° 11' 00" West	16.19 feet,
South 72° 53' 40" West	8.25 feet,
South 88° 58' 40" West	28.02 feet,
South 83° 53' 25" West	32.05 feet,
South 87° 39' 15" West	171.28 feet,
South 85° 08' 30" West	37.22 feet,
South 88° 35' 25" West	17.01 feet,
South 82° 30' 45" West	13.04 feet,
North 87° 58' 45" West	19.08 feet,
South 83° 57' 50" West	35.05 feet,
South 86° 42' 00" West	55.00 feet,
South 70° 13' 15" West	3.13 feet,
North 81° 47' 10" West	8.16 feet,
North 89° 04' 25" West	47.11 feet,
South 84° 05' 50" West	55.07 feet and
North 89° 27' 20" West	74.50 feet to a point,

thence in a northerly, westerly and northerly direction along the easterly boundary line of property now or formerly belonging to Selma Boesky and partially along the center line of a stone wall North 19° 30' 00" West 19.32 feet, North 11° 57' 00" West 188.08 feet, South 38° 37' 20" West 26.00 feet, North 87° 41' 10" West 278.46 feet, North 11° 06' 00" East 172.58 feet, and North 26° 37' 30" West 481.93 feet to a point on the southeasterly boundary line of Sarles Street, thence in a northeasterly direction along the same and generally along the road face of a stone wall North 21° 48' 50" East 91.00 feet, North 25° 29' 50" East 269.88 feet and North 23° 01' 50" East 306.07 feet to a point, thence in a generally easterly and southeasterly direction along the southwesterly boundary line of Byram Lake Road and partially along the road face of a stone wall and crossing the Town line between the Town of New Castle on the west and the Town of Bedford on the east

North 61° 12' 20" East	11.00 feet,
North 78° 42' 20" East	10.33 feet,
South 85° 43' 50" East	10.86 feet,
South 66° 38' 40" East	15.76 feet,
South 43° 00' 10" East	145.00 feet,
South 48° 36' 00" East	13.41 feet,
South 59° 10' 50" East	12.81 feet,
South 75° 57' 10" East	117.10 feet,
North 75° 00' 10" East	20.00 feet,
North 49° 40' 00" East	64.91 feet,
North 77° 16' 00" East	60.23 feet,
North 79° 50' 50" East	76.78 feet,
South 79° 27' 10" East	65.35 feet,
North 26° 22' 10" East	17.63 feet,
South 76° 29' 40" East	152.14 feet,
South 42° 29' 10" East	30.75 feet,
South 16° 54' 50" East	47.52 feet,
South 09° 00' 30" East	95.90 feet,

South 19° 33' 00" East	110.01 feet,
South 11° 36' 50" East	47.56 feet,
South 22° 04' 10" East	88.69 feet,
South 26° 18' 40" East	210.03 feet,
South 35° 37' 50" East	78.55 feet,
South 42° 07' 40" East	48.44 feet,
South 38° 24' 40" East	119.92 feet,
South 53° 57' 20" East	460.83 feet and
South 64° 53' 40" East	126.26 feet to the

point or place of beginning.

PARCEL B

BEGINNING at a point on the northeasterly boundary line of Byram Lake Road where the same is intersected by the division line between property now or formerly belonging to Norman and Cornelia Marsh on the north and the premises herein described on the south, running thence in an easterly direction along the remains of a stone wall North 88° 53' 20" East 294.84 feet to a point, thence in a northwesterly direction along the easterly boundary line of property now or formerly belonging to Norman and Cornelia Marsh North 32° 03' 20" West 691.00 feet to a point, thence in an easterly direction along the southerly boundary line of a certain map entitled "Subdivision of Property Prepared for David L. Hopkins, Jr. etc." said map being filed in the Westchester County Clerks Office, Division of Land Records October 27, 1978 as map number 19744 and along the center line of a stone wall North 78° 24' 00" East 172.24 feet to a point, thence in a southeasterly, easterly and northeasterly direction continuing along the southerly boundary line of the filed map above referred to South 63° 10' 23" East 133.17 feet, South 29° 31' 50" East 201.53 feet, North 77° 37' 00" East 150.09 feet, North 38° 27' 40" East 117.07 feet and North 17° 53' 30" East 177.19 feet to a point, thence in an easterly direction continuing along the southerly boundary line of the above referred to filed map and partially along the southerly boundary line of property now or formerly belonging to The Nature Conservancy and along the center line of a stone wall

North 84° 03' 30" East	94.55 feet,
North 82° 39' 20" East	97.81 feet,
North 84° 09' 40" East	53.97 feet,
North 81° 55' 40" East	35.54 feet,
North 84° 18' 40" East	72.75 feet,
North 87° 28' 00" East	42.33 feet,
North 81° 49' 10" East	140.27 feet,
North 6° 58' 40" East	39.85 feet,
North 11° 21' 10" East	24.28 feet,
North 54° 57' 40" East	26.49 feet,
North 74° 31' 10" East	33.12 feet,
North 78° 50' 10" East	37.22 feet,
North 84° 13' 07" East	48.26 feet,
North 79° 16' 15" East	56.16 feet,

North 80° 11' 21" East	174.39 feet,
North 76° 20' 22" East	43.16 feet,
North 77° 50' 19" East	115.99 feet,
North 84° 02' 48" East	164.55 feet,
North 84° 48' 02" East	45.74 feet,
North 79° 43' 29" East	60.79 feet,
North 89° 21' 04" East	77.21 feet,
South 10° 00' 22" East	124.75 feet,
South 11° 50' 20" East	112.26 feet,
South 8° 34' 15" East	65.29 feet,
South 11° 32' 18" East	98.57 feet,
South 6° 46' 00" East	46.59 feet,
South 83° 45' 00" East	130.06 feet,
South 87° 34' 41" East	62.03 feet,
South 89° 38' 43" East	47.17 feet,
North 88° 02' 12" East	18.48 feet and
South 0° 43' 59" East	43.67 feet to a

point, thence in a westerly and southerly direction along the northerly and westerly boundary line of property now or formerly belonging to DeWitt and Lila B. Wallace and along the center line of a stone wall

North 87° 24' 18" West	77.26 feet,
North 88° 49' 48" West	40.00 feet,
South 87° 07' 52" West	82.76 feet,
North 82° 54' 28" West	44.19 feet,
South 83° 12' 32" West	272.98 feet,
South 8° 25' 18" East	190.47 feet,
South 6° 05' 48" East	96.99 feet,
South 2° 53' 58" East	90.12 feet,
South 3° 23' 08" East	97.32 feet,
South 2° 32' 48" East	329.01 feet,
South 6° 39' 18" East	27.09 feet,
South 10° 07' 18" East	410.03 feet,
South 10° 48' 58" East	184.04 feet,
South 10° 48' 28" East	146.77 feet,
North 78° 26' 12" East	126.33 feet,
South 15° 30' 48" East	348.75 feet,
South 13° 49' 18" East	39.97 feet,
South 16° 25' 58" East	114.02 feet,
South 5° 47' 38" East	124.18 feet,
South 0° 03' 42" West	112.98 feet,
South 3° 14' 42" West	116.11 feet and
South 1° 13' 02" West	47.81 feet to a

point on the northerly boundary line of Byram Lake Road, thence in a generally northwesterly direction along the road face of a stone wall

North 79° 40' 40" West	93.73 feet,
North 81° 43' 50" West	132.87 feet,
North 70° 22' 30" West	193.78 feet,
North 43° 49' 20" West	114.87 feet,
North 41° 01' 30" West	529.18 feet,
North 50° 29' 20" West	75.52 feet,
North 55° 03' 40" West	115.62 feet,
North 60° 36' 30" West	97.55 feet,
North 67° 08' 30" West	511.65 feet,
South 30° 18' 50" West	4.15 feet,
North 67° 21' 30" West	25.50 feet,
North 61° 44' 40" West	20.83 feet,

North 53° 32' 40" West	394.05 feet,
North 45° 36' 25" West	107.33 feet,
North 35° 04' 45" West	60.82 feet,
North 35° 15' 40" West	31.73 feet,
North 38° 32' 36" West	11.26 feet,
North 33° 52' 10" West	118.30 feet,
North 28° 04' 40" West	60.50 feet,
North 26° 30' 10" West	41.65 feet,
North 24° 35' 14" West	51.79 feet,
North 23° 34' 30" West	65.93 feet,
North 20° 37' 00" West	32.91 feet,
North 16° 24' 00" West	40.73 feet,
North 11° 33' 50" West	73.15 feet,
North 11° 38' 35" West	79.33 feet,
North 13° 55' 40" West	60.53 feet,
North 19° 56' 02" West	26.37 feet and
North 27° 53' 46" West	27.38 feet to

the point or place of beginning.

Said premises being designated as Section 19, Lots 8 and 9 and Section 22, Lot 1 on the Tax Map of the Town of Bedford and as Section 27, Sheet 1, Lot 7 on the Tax Map of the Town of New Castle.

TOGETHER with all right, title and interest, if any, of Grantors in and to any streets and roads abutting said premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of Grantors in and to said premises;

RESERVING unto Grantors a life estate in and to said premises jointly during their lives and to the survivor during his or her life.

TO HAVE AND TO HOLD the premises herein granted unto Grantee, its successors and assigns, for so long as the premises are used only for (i) a park, (ii) public outdoor recreation and scenic enjoyment, (iii) the protection of natural environmental systems, (iv) conservation, educational, cultural, intellectual, historical and recreational purposes, and (v) the maintenance of the main dwelling and other buildings located on Merestead for the purposes set forth in this Indenture, in memory of WILLIAM SLOANE and FRANCES CROCKER SLOANE, so that present and future generations of

the public will be able to use, see and enjoy Merestead and the buildings located thereon all in accordance with the terms of this Indenture; and at such time as the premises cease to be used for such purposes or upon the terms and conditions herein set forth, then title to the premises shall immediately pass to and vest in The New York State Department of Parks and Recreation under the supervision of The Division of Historic Preservation or such successor department of The State of New York, for so long as the premises are used solely for the purposes and upon the terms and conditions herein set forth; and at such time as the premises cease to be used for such purposes or upon the terms and conditions herein set forth, then title to the premises shall immediately pass to and vest in The National Trust for Historic Preservation in the United States, Washington, D.C., provided it shall be an organization gifts to which are deductible under Sections 2522 and 170 of the Internal Revenue Code of 1954, as amended, for so long as the premises are used solely for the purposes and upon the terms and conditions herein set forth; and at such time as the premises cease to be used for such purposes or upon the terms and conditions herein set forth, or in the event that The National Trust for Historic Preservation in the United States shall not accept or shall not qualify under Sections 2522 and 170 of the Internal Revenue Code of 1954, as amended, then title to the premises shall immediately pass to and vest in other charitable organizations, to be selected from time to time as provided herein, for so long as the premises are used by such charitable organizations for the purposes and upon the terms and conditions herein set forth. In

selecting charitable organizations to hold title to the premises, the premises may be subdivided between more than one charitable organization, provided that each such charitable organization shall hold that part of the premises vested in it for the purposes and upon the terms and conditions herein set forth with respect to that part of the premises. It is the intent of Grantors that each time a charitable organization which holds title to part or all of the premises ceases to use such part or all of the premises for the purposes and upon the terms and conditions herein set forth, that title shall immediately pass to and vest in another charitable organization, as selected below, so that the premises shall forever be held by charitable organizations for the purposes and upon the terms and conditions herein set forth. Each charitable organization shall be selected by the Trustees then serving under the Will of Margaret Sloane Patterson, or if no Trustees shall remain, then by the Surrogate's Court of the County of Westchester. Each charitable organization selected must qualify so that gifts to it are deductible under Sections 2522 and 170 of the Internal Revenue Code of 1954, as amended.

Grantee covenants, for itself and its successors and assigns, to use and allow the use of the premises in accordance with the following:

1. The premises, or any part thereof, shall not be utilized or operated by Grantee in any manner inconsistent with the purposes hereinabove set forth, including, without limiting the generality of the foregoing, Grantee shall not utilize or operate the premises, or any part thereof, for any commercial purpose or cause buildings to be

constructed thereon or cause present buildings existent on the premises at date of death of the survivor of the Grantors to be used, operated, rented or sold for residential or other purposes inconsistent with the general purposes set forth in this Indenture, provided, however, that crops raised upon the premises may be removed from the premises and used by Grantee for other park-related purposes of Grantee;

2. The main dwelling on the premises (the "Main Dwelling") and the grounds surrounding the Main Dwelling, including its formal gardens, shall be maintained by Grantee in good order and repair and in essentially the same condition as existed during the three (3) years preceding the death of the last surviving Grantor and the Main Dwelling and gardens shall not be altered, demolished, in whole or in part, or substantially changed from its exterior and interior design, makeup and layout existing during such three (3) year period, except as Grantee shall deem necessary to accomplish and carry out the purpose specified in this Indenture, it being our intention that present and future generations of the public shall be able to use, see and enjoy the premises as our family and we have known the premises;

3. The Main Dwelling shall be used as a museum for guided tours for small groups of persons at such times as Grantee shall determine, and the Main Dwelling shall also be used as a library for research and related work for students, approved by Grantee, having interests primarily in history and art, and for concerts of small group recitals and chamber music for limited sized audiences and for such



other cultural, recreational and educational activities, which Grantee shall determine, in keeping with the general purposes of this Indenture.

Grantee shall limit access to the Main Dwelling upon such conditions as Grantee shall determine so as to ensure the safety and security of the Main Dwelling.

Grantee shall provide a suitable caretaker to be in residence on the premises at all times. Grantee shall also protect the Main House by a security guard or guards and/or electronic surveillance equipment in conformance with security standards customarily used by historical museums in the Westchester County area.

4. Grantee shall, to the extent practicable, maintain and keep in good order and repair the exterior and interior of the farm house, cow barn, chicken house, dairy, garage, sheds and stable located on the premises (collectively the "Farm Buildings"). Grantee shall, to the extent feasible, preserve the Farm Buildings in their present condition, and shall preserve the rural character of the surrounding area. Grantee may raise farm animals and/or crops on the premises. Any crops that are raised may be removed from the premises and used by Grantee for park related purposes of Grantee. Grantee may permit the farm house to be used as a residence for a caretaker, security guards, or other personnel employed by Grantee at the premises.

Grantee may permit the stable to be used and occupied in any appropriate manner consistent with the purposes herein set forth for the premises.

5. Grantee shall provide for the maintenance and upkeep of all of the land which comprises the premises (the "Grounds"). The Grounds shall be used for nature trails and wildlife study, and Grantee may create such nature trails as, in its discretion, may be necessary for such purposes. Grantee may provide guided tours of such nature trails and shall sufficiently limit admission to such guided tours to ensure that the natural habitat of the Grounds is not unreasonably disturbed. Grantee shall take reasonable steps so as to exclude dogs and hunters from the Grounds and to preserve the natural wildlife on the Grounds. Grantee shall, to the extent feasible, provide for the care and feeding of the deer population during the winter season.

6. No nuisance and nothing of an objectionable character shall be permitted on the premises and Grantee shall at all times restrain any and all objectionable or disorderly persons from the use of the premises.


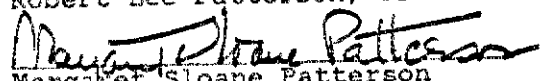
The above covenants of Grantee shall run with the land and be binding on Grantee, its successors and assigns.

The failure of The New York State Department of Parks and Recreation or The National Trust for Historic Preservation in the United States or subsequent charitable organizations selected as provided herein, and their respective successors and assigns, to enforce their estate or interest, the covenants of Grantee or any other right, shall not be construed as a waiver, modification or termination thereof, and shall not estop, preclude or limit any subsequent enforcement.

Except to the extent subsequently agreed between Grantors and Grantee, Grantors, jointly during their lives,

and the survivor during his or her life, shall perform such maintenance of the improvements located on the premises as shall be necessary to avoid depreciation resulting from normal usage and lapse of time so that upon the death of the survivor the improvements located on the premises shall be in at least as good condition as they were on the date of this Indenture. This covenant may be waived by the Grantee to the extent such waiver is consistent with the purposes provided hereinabove.

Grantors, in compliance with Section 13 of the Lien Law, covenant that they 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 that Grantor 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.

  
Robert Lee Patterson, Jr.  
  
Margaret Sloane Patterson

THE COUNTY OF WESTCHESTER

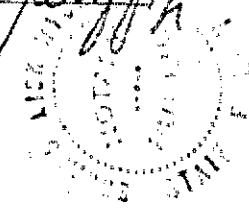
By: 

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

On the 2<sup>nd</sup> day of November, 1982 before me came DR. ROBERT LEE PATTERSON, JR., and MARGARET SLOANE PATTERSON, to me known and known to me to be the individuals described in, and who executed the foregoing instrument, and acknowledged to me that they executed the same.

*Edward Lisk Wyckoff, Jr.*  
Notary Public

EDWARD LISK WYCKOFF, JR.  
Notary Public, State of New York  
No. 31,975,715  
Qualified in New York County  
Commission Expires March 30, 1987



STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF *Westchester* )

On the 15<sup>th</sup> day of December, 1982 before me personally came ALFRED B. DELBELLO, to me known, who being by me duly sworn, did acknowledge, depose and say that he resides at Makepeace Hill, Waccabuc, South Salem, New York, 10590, that he is the County Executive of THE COUNTY OF WESTCHESTER in the State of New York, the municipal corporation described in and which executed the foregoing instrument and that he signed his name thereto pursuant to the authorization of the Westchester County Board of Legislators and pursuant to the provisions of the Westchester County Charter.

*Anne B. Cahill*  
Notary Public

ANNE B. CAHILL  
Notary Public, State of New York  
Qualified in New York County  
Commission Expires March 30, 1987

MARGARET SLOANE PATTERSON  
AND  
ROBERT LEE PATTERSON, JR.

GRANTORS,

The foregoing instrument was endorsed for record as follows:  
The property affected by this instrument is situate in the  
TOWNS OF BEDFORD & NEW CASTLE  
County of Westchester, N. Y. A true copy of the original

TO

DEED  
recorded in the Division of Land Records of the County Clerk's  
Office of Westchester County on DEC. 21, 1982  
at 9:57 A. M. in Liber 7805 Page 163 of Deeds.

COUNTY OF WESTCHESTER

Witness my hand and Official Seal *George R. Morrow*  
George R. Morrow  
County Clerk

GRANTEE.

*Robert Lee Patterson*

MERESTEAD

*Bedford  
&  
New Castle*

RECEIVED  
WESTCHESTER COUNTY CLERK  
1982 DEC 21 9 51 AM '82  
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WESTCHESTER COUNTY CLERK'S  
OFFICE  
1038001 12/21/82  
023550032  
47528

HIS INSTRUMENT IS EXEMPT FROM  
RECORDING OR FILING FEES PURSUANT  
TO LAW.

*Richard N. Pitassy*  
Chief Deputy County Attorney

Assistant  
County Attorney

COUNTY OF WESTCHESTER  
DEPARTMENT OF LAW

ATTENTION:

RICHARD N. PITASSY  
Chief Deputy County Attorney