



236 THIRD STREET
GREENPORT, NY 11944

Tel: (631)477-0248
Fax: (631)477-1877

villageofgreenport.org

MAYOR
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EXT 215

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TREASURER
ADAM BRAUTIGAM
EXT. 217

VILLAGE CLERK
CANDACE HALL
EXT 214

ZONING BOARD OF APPEALS NOTICE OF DISAPPROVAL

FROM: Village of Greenport Building Department
APPLICANT: Mark Carroll and Tara Maitra
ADDRESS: 217 Sixth Street
SCTM: 1001:007:001:008
DATE: March 14, 2025

RECEIVED
MAR 31 2025
VILLAGE OF GREENPORT
BUILDING DEPARTMENT

The building permit application for the RENOVATION OF THE EXISTING GARAGE AND INSTALLATION OF A 16' X 32' GUNITE SWIMMING POOL at the above-mentioned premises has been denied for the following reasons:

HOUSE:

- The proposed FRONT YARD SETBACK is 20.79' where 30' is required; therefore a 9.21' variance is required.
- The proposed NORTH SIDE YARD SETBACK is 3.74' where 10' is required; therefore a 6.26' variance is required.

GARAGE:


- The proposed SOUTH SIDE YARD SETBACK is 3.57' where 5' is required; therefore a 1.43' variance is required.

LOT COVERAGE:

- The proposed LOT COVERAGE is 35.2% where 30% is required; therefore a 5.2% variance is required.

POOL:

- The proposed NORTH SIDE YARD SETBACK is 12.44' where 20' is required; therefore a 7.6' variance is required.
- The proposed SOUTH SIDE YARD SETBACK is 14.6' where 20' is required; therefore a 5.4' variance is required.
- The proposed EAST SIDE YARD SETBACK is 5.1' where 10' is required; therefore a 4.9' variance is required.
- The proposed WEST SIDE YARD SETBACK is 6.3' where 10' is required; therefore a 3.7' variance is required.


George Pfriend
Building Inspector



ZONING BOARD OF APPEALS APPLICATION

AREA VARIANCE

236 Third Street, Greenport, New York, 11944

(631) 477-0248

www.villageofgreenport.org

Date of Application 3/28/25

RECEIVED
MAR 31 2025
VILLAGE OF GREENPORT
BUILDING DEPARTMENT

All information below is to be completed by the applicant. This completed application is to be accompanied by the Notice of Disapproval, Copies of Covenants and/or Restrictions, where applicable, Environmental Assessment Form, building plans showing elevations, setbacks, floor plans, room dimensions, details of footings and foundation, and species of lumber and quality of material, where applicable.

THE OWNER OF THE PROPERTY IS: (PLEASE PRINT CLEARLY)

Mark Canale + Jaree Maitre D/A
First Name Last Name Business Name, if applicable

[REDACTED] Street NY, NY 10128
Mailing Address City/ Town/ Village State Zip

[REDACTED] [REDACTED]@gmail.com
Phone # E-Mail Address

CONTACT PERSON (if different from owner)

The person to receive all correspondence:

Jenniffer DeWagter Hon EASTERN END POOLS DBA
First Name Last Name Business Name, if applicable

P.O. Box [REDACTED] Peconic NY 11958
Mailing Address City/ Town/ Village State Zip

631 [REDACTED] [REDACTED]@gmail.com
Phone # E-Mail Address

IF ANYONE OTHER THAN THE OWNER COMPLETES THIS APPLICATION, WRITTEN CONSENT FROM THE OWNER MUST BE SUBMITTED WITH THIS APPLICATION.

Location:

Suffolk County Tax Map Number: 1001 Section: 007 Block: 1 Lot 8

Street Address: 217 6th Street Greenport, New York, 11944

Zoning District: ☐ WC ☐ R1 ☒ R2 ☐ PD ☐ CR ☐ CG

Is property located within the Historic District? ☐ Yes ☒ No



ZONING BOARD OF APPEALS APPLICATION

AREA VARIANCE

236 Third Street, Greenport, New York, 11944

(631) 477-0248

www.villageofgreenport.org

The Code Official reviewed and denied an application dated March 14, 2025 for a Building Permit for the location specified on this application.

Provisions of the Zoning Code appealed:

(Indicate Article, Section and Subsection of Zoning Code by numbers)

Article: _____ Section: 150 - _____ Subsection: _____

Type of appeal made for:

☒ A Variance to the Zoning Code or Zoning Map.

☐ An interpretation of the Village Code Article: _____ Section: _____ Subsection: _____

Has a prior appeal been made at any time with respect to this property? ☐ Yes ☐ No ☒ I Don't Know

If yes, please provide the date appeal was made: _____.

Project Description: Renovation of existing garage + installation of

For Demolition of Existing Building Areas: gunite pool + pergola

Please describe area being removed:

No Demolition

New Construction Areas (New Dwelling or New Addition/Extensions)

Dimensions of First Floor (Addition/Extension): _____

Dimensions of Second Floor: _____

Height (from finished grade to top of ridge): _____ - Feet, _____ - Inches

Is basement or lowest floor area being constructed? ☐ Yes ☒ No

If yes, please provide height (above ground) measured from natural existing grade to first floor:

_____ - Feet, _____ - Inches.

All work will be performed in existing footprint of garage.



ZONING BOARD OF APPEALS APPLICATION

AREA VARIANCE

236 Third Street, Greenport, New York, 11944

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Project Description: (CONTINUED) *Renovation/modification of existing garage*

Proposed Construction Description: (Alteration or Structural Changes)

Number of floors BEFORE alterations: 1

Describe General Characteristics BEFORE alterations:

open garage w/o installation

Number of floors AFTER Alterations: 1

Describe General Characteristics AFTER alterations:

usable space for children to play - open floor plan.

Foot print to remain the same.

Calculations of Building Areas and Lot Coverage:

GARAGE →
Existing Square Footage of Building(s) on this property: 546 SF

House → 1092
Proposed Increase in Building Coverage: _____ SF

Pergola over patio on grade 400 SF
Square Footage of this Lot: _____ SF

Percentage of Coverage of this Lot by Building Area: _____ %

Pool is 480 SF

TOTAL LOT coverage is 27.4% currently

Purpose of New Construction:

Please describe:

*Proposed LOT coverage is 35.2%
16x30 inground gunite pool/spa combo with autocover
and addition of pergola over existing patio for shade/*

*protection from sun exposure. pergola approximately
20x20.*



ZONING BOARD OF APPEALS APPLICATION

AREA VARIANCE

236 Third Street, Greenport, New York, 11944

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Area Variance Reasons for Appeal:

Please answer in detail. *Additional sheets may be submitted with preparers signature.*

Will an undesirable change occur in the characteristics of the neighborhood or will a detriment to nearby properties be created by the granting of this area variance?

These changes & additions are to enhance the residential community. It will add more usable space for this family. It is in the scope of residential

Can the benefit sought by the Applicant be achieved by another method, feasible for the Applicant to pursue, other than an Area Variance?

NO, the lot is only 43' wide so we are unable to conform to setbacks.

Is the requested Area Variance substantial?

It is in character with other neighboring property requests - examples provided

1001-7.-1-1

1001-7.-4-6 needed variance

1001-7.-1-5 - needed variance

1001-7.-1-4

1001-7.-1-15.1 - needed variance

1001-7.-1-2

Will the requested Area Variance have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district?

*No the changes will add to the value of property & is in kind with other properties in the neighborhood
~~See attached~~. See above*

Was the alleged difficulty self-created, which consideration shall be relevant to the decision of the Zoning Board of Appeals, but shall not necessarily preclude the granting of the Area Variance?

No, Due to the size of the lot we are unable to conform to setbacks for the pool. The garage is preexisting so we are trying to work with the current footprint.

Are there Covenants or Restrictions concerning this land? ☐ Yes ☒ No

If yes, please furnish copies.

NOT TO OUR KNOWLEDGE

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: MAITRA RESIDENCE - garage reno + installation of pool + pergola			
Project Location (describe, and attach a location map): 217 6TH ST, GREENPORT NY 11944			
Brief Description of Proposed Action: renovation of garage to create useable space for children + family to gather - open floor plan (attached), installation of pergola for shade over existing patio, installation of quartz pool/spa combo 16x30.			
Name of Applicant or Sponsor: JENNIFER DEL VAGLIO C/O EAST END POOL KING		Telephone: 631- [REDACTED] E-Mail: [REDACTED]@KING.COM	
Address: PO BOX [REDACTED]			
City/PO: PECONIC		State: NY	Zip Code: 11958
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: BUILDING DEPARTMENT		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		0.167 acres	
b. Total acreage to be physically disturbed?		0.02 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.167 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
b. Are public transportation service(s) available at or near the site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: <u>NEW DRYWELL</u>		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
b. Is the proposed action located in an archeological sensitive area?		<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100 year flood plain?		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES If Yes, briefly describe: <u>A 4x6 Drywell</u>		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: <u>Swimming pool</u>	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Jennifer DeVoglia</u> Date: <u>3/28/25</u>		
Signature: <u>[Signature]</u>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>

	No, or small impact may occur	Moderate to large impact may occur
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☐

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

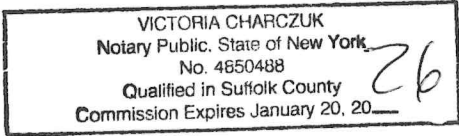
AFFIDAVIT

Village of Greenport)
Town of Southold)
County of Suffolk) ss
State of New York)

I swear that to the best of my knowledge and belief that the statements contained in this application, together with the plans and specifications submitted, are true and complete statements of proposed work to be done on the described premises and that all provisions of the Building Code, Zoning Code, and all other laws pertaining to the proposed work shall be complied with, whether specified of not, and that such work and inspections are authorized by the owner. The Village of Greenport is hereby granted permission to enter the property listed as the "Location" for the purposes of inspecting my property for a site visit. I understand that if approved, this Area Variance will be granted and accepted on condition that the provisions of Federal, State and Local rules and regulations, and any additional requirements of the Area Variance are complied with. Any violation of all applicable codes, or deviations from the approved plans may result in the immediate revocation of this Area Variance & legal action taken against me. No responsibility rests upon the Village of Greenport, Code Enforcement, the Fire Marshal or the Fire Department by reason of this application and permit.

Sworn to be before this 15 day
of Nov 20 24 Signature _____
Owner or Applicant

Notary Public, Suffolk County, New York








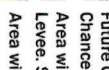
















National Flood Hazard Layer FIRMette




Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	
	Without Base Flood Elevation (BFE) Zone AE
	With BFE or Depth Zone AE, AH, VE, AR
	Regulatory Floodway
<p>0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot, or with drainage areas of less than one square mile Zone X</p>	
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes, Zone X
	Area with Flood Risk due to Levee Zone D
OTHER AREAS OF FLOOD HAZARD	
	Area of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone I
OTHER AREAS GENERAL STRUCTURES	
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
OTHER FEATURES	
	Cross Sections with 1% Annual Chance
	Water Surface Elevation
	Coastal Tract
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Tract Base Line
	Profile Baseline
	Hydrographic Feature
MAP PANELS	
	Digital Data Available
	No Digital Data Available
	Unmapped

N



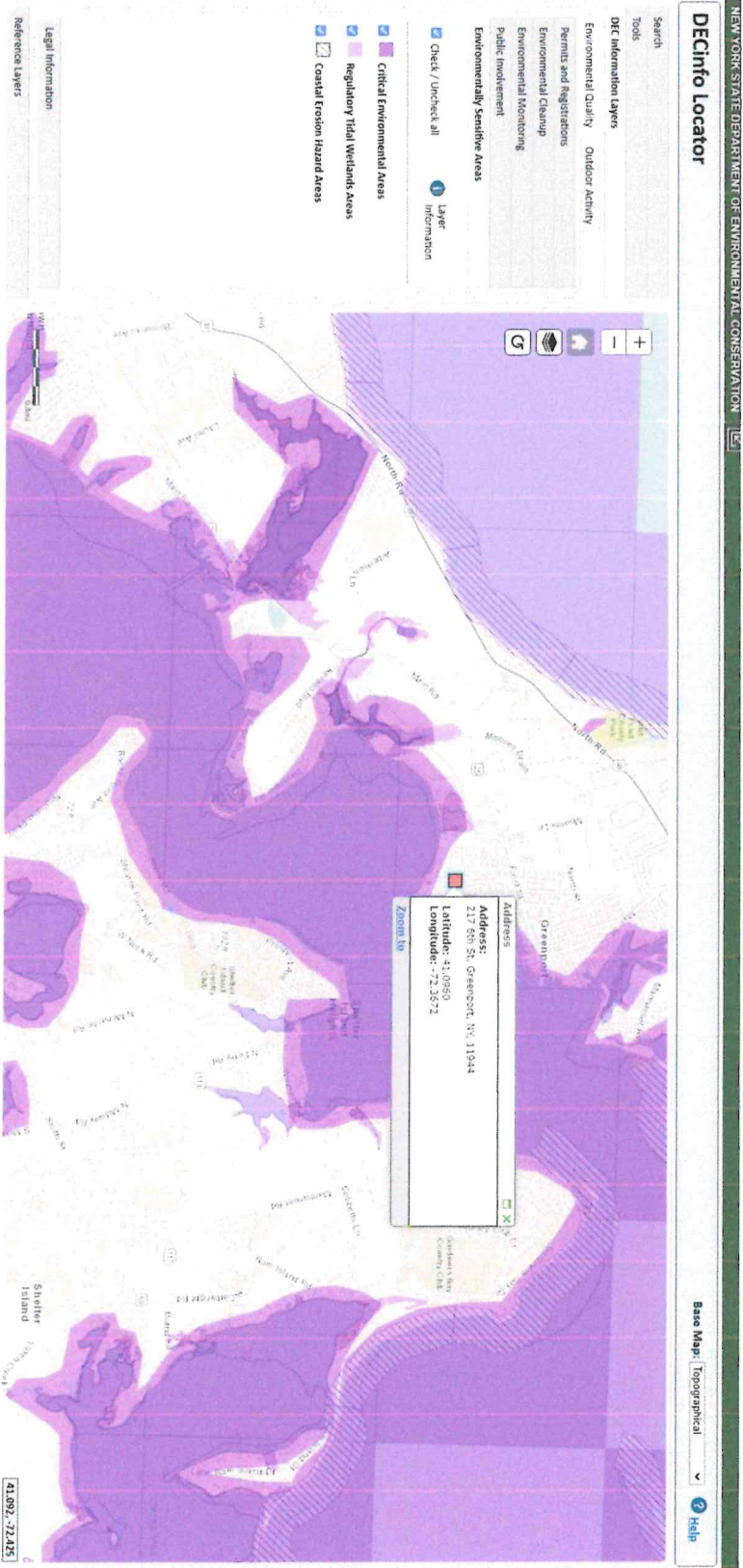
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative N/FHL web services provided by FEMA. This map was exported on **1/6/2025 at 6:51 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Critical Environmental Area: Maitra Residence – 217 6th St, Greenport





Village of Greenport Building Department

236 Third Street, Greenport, New York 11944

OFFICE: 631.477.0248 / FAX: 631.477.1877

www.villageofgreenport.org

CERTIFICATE OF PRE-EXISTING USE

Suffolk County Tax Map: District 1001 Section 7 Block 1 Lot 8

Street Address: 217 Sixth Street, Greenport, NY 11944

Land Use Zone: R-2; One & Two-Family Residence District

Use and Occupancy: ONE-FAMILY DWELLING

The Village of Greenport established the authority for the issuance of a Certificate of Occupancy in October 1971. Therefore, any building or use established or built after that date is required to make an application for a Certificate of Occupancy.

Prior to October 1971, a Certificate of Pre-Existing Use may be used.

NYS Code Official: 

Date: 9/19/2023

Note: The issuance of a Certificate of Pre-Existing Use does not guarantee strict compliance with all laws, regulations, codes and standards. The responsibility for such compliance remains with the owner of the premises and the person carrying out any building work thereon.

Nor does the issue of a Certificate indicate the achievement of a particular standard of workmanship or compliance with any contractual arrangement between owner and contractor. It is recommended that owners seek appropriate professional advice on contractual and code compliance matters.



Village of Greenport
Code Enforcement & Fire Prevention

236 Third Street, Greenport, NY, 11944
abolanos@greenportvillage.org
(631) 477-0248, Ext. 201 * Fax (631) 477-1877



July 9, 2024

Re: 217 6th Street
Greenport NY 11944

To whom it may concern,

The property is located at section-block-lot 1001- 7.- 1- 8 street address 217 6th Street Greenport N.Y. 11944, currently has no open permits or open violations. This certifies that all building permits requirements have been satisfied and closed. The property is currently in compliance with the Village Code. Please feel free to contact me with any questions.

Sincerely,

Alex Bolanos
Code Enforcement Officer
(631)477-0248, X 201
abolanos@greenportvillage.com

Alex Bolanos
Code Enforcement Official



POLICY NO.
OP-22-NY1134-16182177

ALTA OWNER'S POLICY (6-17-06)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

OWNER'S POLICY OF TITLE INSURANCE

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

Issued By: NY1134 * SP50596-S

Spano Abstract Service Corp.

350 Old Country Road, Suite 205
Garden City, NY 11530

WESTCOR LAND TITLE INSURANCE COMPANY

Authorized Signatory



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.
- (c) “Entity”: A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) “Insured”: The Insured named in Schedule A.
 - (i) The term “Insured” also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) “Insured Claimant”: An Insured claiming loss or damage.
- (f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) “Land”: The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) “Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and

without Knowledge. With respect to Covered Risk 5(d), “Public Records” shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) “Title”: The estate or interest described in Schedule A.
- (k) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to

CONDITIONS - CONTINUED

establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this

policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable

CONDITIONS - CONTINUED

Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be

no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Suite 200, Maitland, FL 32751.

ALTA OWNER'S POLICY
(6-17-06)

WESTCOR
LAND TITLE
INSURANCE COMPANY

OWNER'S POLICY
OF
TITLE INSURANCE

HOME OFFICE
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Telephone: (407) 629-5842

**STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)**

This endorsement is issued as part of
Policy Number OP-22-NY1134-16182177

Issued by
WESTCOR LAND TITLE INSURANCE COMPANY

1. The following is added as a Covered Risk:

"11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: 8/16/2024

WESTCOR LAND TITLE INSURANCE COMPANY

Issued By: Spano Abstract Service Corp.



Authorized Signatory



By: Mary O'Donnell
President
Attest: [Signature]
Secretary



ALTA Owner's Policy Adopted 7/01/2012
with Standard New York Endorsement

SCHEDULE A

Policy No. OP-22-NY1134-16182177

Title Number	Date of Policy	Amount of Insurance
SP50596-S	8/16/2024	\$1,550,000.00

1. Name of Insured: MARK CARROLL and TARA MAITRA
2. The estate or interest in the land that is covered by this policy is: Fee Simple
3. Title is vested by:

Deed from GAIL CHMELA to MARK CARROLL and TARA MAITRA dated 8/16/2024 to be duly recorded in the Office of the Clerk of the County of SUFFOLK.
4. The land referred to in this Policy is described herein on Schedule A Description of Premises.

For Information: Premises known as: 217 6th Street, GREENPORT, NY 11944

Dated: 8/16/2024

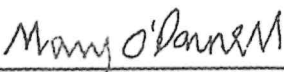
Issued By: Spano Abstract Service Corp.



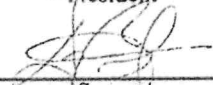
Authorized Signatory

WESTCOR LAND TITLE INSURANCE COMPANY



By: 

President

Attest: 

Secretary



ALTA Owner's Policy Adopted 7/01/2012
with Standard New York Endorsement

SCHEDULE A

Policy No.: OP-22-NY1134-16182177
File No. SP50596-S

DESCRIPTION OF PREMISES

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Greenport, Town of Southold, County of Suffolk and State of New York, and bounded and described as follows:

BEGINNING at a point on the westerly side of Sixth Street where the same is intersected by the southerly line of land now or formerly of James Gagen, formerly of Unneberg, said point being 409.70 feet southerly from the corner formed by the intersection of the southerly side of Linnet Street with the westerly side of Sixth Street;

RUNNING THENCE South 07 degrees 18 minutes 40 seconds West, along the westerly side of Sixth Street, 43.00 feet;

THENCE North 82 degrees 41 minutes 20 seconds West, along land now or formerly of Pontino, formerly of Arnott, 168.85 feet;

THENCE North 06 degrees 56 minutes 50 seconds East, along land now or formerly of Braun, 43.00 feet;

THENCE South 82 degrees 41 minutes 20 seconds East, along said land of Gagen aforesaid, 169.12 feet to the westerly side of Sixth Street at the point or place of BEGINNING.



ALTA Owner's Policy Adopted 7/01/2012
with Standard New York Endorsement

SCHEDULE B

Policy No: OP-22-NY1134-16182177
File No. SP50596-S

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights of tenants or persons in possession, if any.
2. Attention is directed to the fact that the premises described in Schedule A herein are partially exempt from land taxation. The property will be reassessed by the municipality having jurisdiction as of the date of conveyance by the exempt property owner. Any tax subsequently entered is excepted.
3. In the absence of a final water meter reading, the policy excepts water charges. Your attention is called to the fact that the subject premises lies within a municipal water district. Unpaid water charges constitute a lien on the subject premises against which this policy does not insure.
4. Survey made by Ward Brooks Land Surveyor dated July 31, 2024 shows premises improved with a 1 and 2 story frame residence, 1 story deck, roof over concrete stoop, roof over masonry stoop, air conditioning units, detached garage, and further shows the following exceptions to coverage:
 - a) Fence varies up to 4.2 feet north of the norther record line.
 - b) Fence runs generally along the westerly and southerly record lines.



East End Pool King
46520 Route 48, Southold, NY 11971
P: (631) 734-7600 F: (631) 876-1191
cj@eastendpoolking.com

November 1, 2024

RE: Agent authorization

217 6th Street, Greenport, NY 11944

TAX MAP ID – 1001-7-1-8

To the Village of Greenport Building Department and Zoning Board of Appeals,

We, Mark Carroll and Tara Maitra authorize Eastern End Pools, LLC DBA East End Pool King, LLC

and/or Jennifer Del Vaglio to act as our agent with all governing departments and boards in respect to the applications of our request for approval to construct an in ground gunite swimming pool and other requested additional work as it may pertain to our property at 217 6th Street, Greenport, NY 11944. The tax id for the property is 1001-7-1-8.

Thank you very much.

Mark Carroll Tara Maitra

Sincerely,

Tara Maitra and Mark Carroll

CC: Jennifer Del Vaglio - East End Pool King

LOT COVERAGE CALCULATION:
LOT AREA = 7,266.42 Sq.Ft.
HOUSE AREA = 1,110 Sq.Ft.
GARAGE AREA = 536 Sq.Ft.
STOOP & PATIO AREA = 348 Sq.Ft.
PROP. PERGOLA = 400 Sq.Ft.
PROP. POOL & SPA = 480 Sq.Ft.
PROP. PAD (POOL EQUIP.) = 33 Sq.Ft.

EXISTING LOT COVERAGE:
TOTAL BUILDING AREA = 1,994 Sq.Ft.
EXIST. LOT COVERAGE = 27.4%

LOT COVERAGE WITH PROP. PERGOLA:
TOTAL BUILDING AREA = 2,046 Sq.Ft.
LOT COVERAGE (PERGOLA) = 28.2%

LOT COVERAGE WITH PROP. POOL:
TOTAL BUILDING AREA = 2,507 Sq.Ft.
LOT COVERAGE (POOL) = 34.5%

LOT COVERAGE WITH PROP. POOL & PERGOLA:
TOTAL BUILDING AREA = 2,559 Sq.Ft.
LOT COVERAGE (POOL & PERGOLA) = 35.2%

MAP OF DESCRIBED PARCEL
SITUATE AT VILLAGE OF GREENPORT
TOWN OF SOUTHOLD
SUFFOLK COUNTY, NEW YORK

CERTIFIED TO: MARK CARROLL AND TARA MAITRA
SPANIO ABSTRACT SERVICE CORP. #SP50596-S
WESTCOR LAND TITLE INSURANCE COMPANY

© COPYRIGHT 2025 WARD BROOKS. ALL RIGHTS RESERVED. DUPLICATION OF THIS DOCUMENT IS A VIOLATION OF FEDERAL COPYRIGHT LAW.
THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE CODE OF PRACTICE ADOPTED BY
THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS.
CERTIFICATION SHALL RUN ONLY TO THE PERSON, THEIR INTEREST AND/OR ASSIGNS.
CERTIFICATIONS ARE NOT TRANSFERABLE.
THE EXISTENCE OF RIGHTS OF WAY, AND/OR EASEMENTS OF RECORD, IF ANY NOT SHOWN ARE NOT GUARANTEED.
ANY ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209-2 OF THE NEW YORK STATE EDUCATION LAW.
DO NOT SCALE FENCES. OFFSETS SUPERCEDE. NO DORMERS, NO SOLAR.

LAND SURVEY LONG ISLAND.COM
WARD BROOKS LAND SURVEYOR
11 OCEAN AVENUE
BLUE POINT, NY. 11715
(631) 576-7794 (631) 363-3179
WARDBROOKS0@GMAIL.COM

RECEIVED

MAR 31 2025

VILLAGE OF GREENPORT
BUILDING DEPARTMENT

FILE # 11444 PROP.

SCALE 1" = 20'
SCTM 1001-007.00-01.0C-008.000
SURVEYED: SEPTEMBER 14, 2023
UPDATE: JULY 31, 2024
PROP. POOL & PERGOLA: OCTOBER 15, 2024

