

# ***Short Environmental Assessment Form***

## ***Part 1 - Project Information***

### **Instructions for Completing**

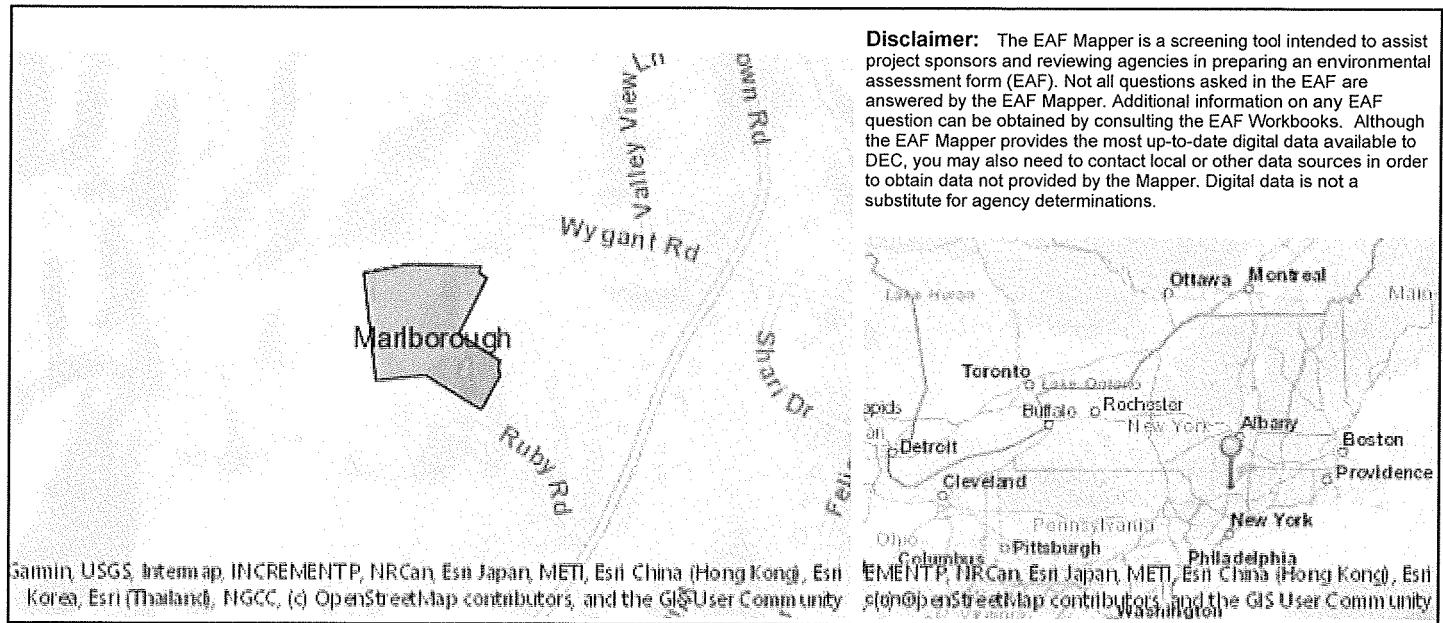
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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.

<b>Part 1 – Project and Sponsor Information</b>			
<p>Name of Action or Project: Map of Subdivision of Alan &amp; Kathleen Guarino</p>			
<p>Project Location (describe, and attach a location map): 5 Ashlyen Drive Marlboro NY 12542 SBL: 108.2-9-41.71</p>			
<p>Brief Description of Proposed Action: Proposed 3 lot subdivision of 7.86 acres.</p>			
<p>Name of Applicant or Sponsor: Brooks &amp; Brooks, Land Surveyors, PC</p>		<p>Telephone: 845-691-7339 E-Mail: pbrooks@bnpbc.biz</p>	
<p>Address: 11 Main Street</p>			
<p>City/PO: Highland</p>		<p>State: NY</p>	<p>Zip Code: 12528</p>
<p>1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?</p>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<p>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.</p>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: UC Health Dept. Town of Marlboro DPW</p>		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
<p>3. a. Total acreage of the site of the proposed action? _____ 7.86 acres b. Total acreage to be physically disturbed? _____ 0.99 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 7.86 acres</p>			
<p>4. Check all land uses that occur on, are adjoining or near the proposed action:</p>			
<p>5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)  <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):  <input type="checkbox"/> Parkland</p>			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<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	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services 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 the 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?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ Lot 1 has existing private well Lot 2 & 3 will be supplied by their own individual private wells	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ Lot 1 has existing septic system. Lot 2 & 3 will utilize their own individual septic system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<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	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ note 13a: there are no state or federal wetland on the property as per current NYSDEC wetlands mapping	<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 checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input checked="" type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input 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?									
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES									
16. Is the project site located in the 100-year flood plan?									
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES									
17. Will the proposed action create storm water discharge, either from point or non-point sources?									
If Yes, <table border="1"> <tr> <td>a. Will storm water discharges flow to adjacent properties?</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>				a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>							
If Yes, briefly describe: <hr/> <hr/> <hr/>									
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?									
If Yes, explain the purpose and size of the impoundment: <hr/> <hr/>									
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES									
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: <hr/> <hr/>									
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES									
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: <hr/> <hr/>									
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES									
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>									
Applicant/sponsor/name: <u>Brooks &amp; Brooks, Land Surveyors, PC</u>		Date: <u>11-03-20</u>							
Signature: <u>Brooks</u>		Title: <u>Land Surveyor/Agent</u>							



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Ulster County  
 Nina Postupack  
 County Clerk  
 Kingston, NY 12401



60 2012 00015128

Volm-5410 Pg-233

Instrument Number: 2012-00015128

Recorded On: October 01, 2012  
 As  
 D01 - Deed

Parties: FBM PROPERTIES INC

To  
 GUARINO ALAN C

Billable Pages: 7

Recorded By: KALTER KAPLAN ZEIGER&amp;FORMAN

Num Of Pages: 7

Comment:

## \*\* Examined and Charged as Follows: \*\*

D01 - Deed	75.00	RP5217-125	125.00	Tax Affidavit TP 584	5.00
Recording Charge:	205.00				
		Consideration Amount	Amount	RS#/CS#	
Tax-Transfer	0.00	0.00	694	Basic	0.00
MARLBOROUGH				Local	0.00 Special Additional
				Additional	0.00 Transfer
Tax Charge:	0.00				0.00

## \*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Ulster County,

## File Information:

## Record and Return To:

Document Number: 2012-00015128

JAY L ZEIGER ESQ

Receipt Number: 1193238

KALTER KAPLAN ZEIGER&amp;FORMAN

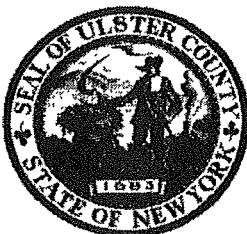
Recorded Date/Time: October 01, 2012 09:54:23A

6166 STATE ROUTE 42 PO BOX 30

Book-Vol/Pg: Bk-D VI-5410 Pg-233

WOODBOURNE NY 12788

Cashier / Station: m mpol / Cashier Workstation 7



Nina Postupack Ulster County Clerk

36  
**BARGAIN AND SALE DEED**

**THIS INDENTURE**, made on the 4<sup>th</sup> day of September, in the year 2012

**BETWEEN FBM PROPERTIES, INC.**, a New York corporation with offices located at 259 Ann Street, Newburgh, New York 12550 and **ALLE-CHRIS, LLC**, a New York limited liability company with offices located at 5 Ashlyen Drive, Marlboro, New York 12542,

party of the first part,

and **ALAN C. GUARINO** and **KATHLEEN G. GUARINO**, husband and wife, residing together at 5 Ashlyen Drive, Marlboro, New York 12542,

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Marlborough, County of Ulster, and State of New York, more particularly bounded and described on Schedule A annexed hereto and made a part hereof.

The premises conveyed herein is contiguous with a 1.7± acre parcel now owned by the party of the second part with a tax map number in the Town of Marlborough of 108.2-9-41.700 (the "Contiguous Parcel"). It is intended that the premises conveyed herein and the Contiguous Parcel now owned by the party of the second part shall be combined after this conveyance into one parcel containing 7.86± acres, all as shown on the subdivision map described on Schedule A annexed hereto (the "Subdivision Map").

Included in this conveyance is an easement, covenant and agreement for the benefit of the premises conveyed herein with respect to Lot #2 as shown on the Subdivision Map for purposes of ingress and egress as more particularly hereinafter described.

(a) In the event that Lot 2 as shown on the Subdivision Map ("Lot 2") or a portion thereof, is ever developed, and in the event that a road is constructed as part of said development, which road runs from anywhere within Lot 2 to a municipal road (most likely to Ruby Road, as it now exists, or as it may be extended from what now exists into and through Lot 2), then, in such event, the owner of Lot 1 as shown on the Subdivision Map ("Lot 1") (whether the same be the Grantee named herein (the "Grantee") or their successors and assigns) shall be allowed to connect Lot 1 to said road. Connection shall be by the construction of a road from Lot 1 to the road that has been constructed on Lot 2. The location of the road connection from Lot 1 to the road to be constructed on Lot 2 shall be determined by the owner of Lot 2 and shall be subject to approval of

**CHECKED**

**ENTERED**

**MARK/OFF**

the Town Planning Board, if Planning Board approval is required; if Planning Board approval is not required then the road location designated by the owner of Lot 2 shall be such to allow the owner of Lot 1 reasonable access to the road to be constructed on Lot 2.

(b) In order to allow the owner of Lot 1 to connect to the road located on Lot 2 at the designated location (as provided for in Paragraph "a" above), the owner of Lot 2 shall be required to convey to the then owner of Lot 1 whatever may be necessary in order to allow the owner of Lot 1 to connect to the road located on Lot 2, whether the same be a deed of a portion of Lot 2 or an easement to travel through Lot 2, which easement shall be a permanent easement. The determination as to what shall be conveyed to the owner of Lot 1 by the owner of Lot 2 shall be made by the Town Planning Board, or if the Town Planning Board does not make that determination, the determination shall be made by mutual agreement between the then owners of Lot 1 and Lot 2. In the event that the connection from Lot 1 to the road on Lot 2 is pursuant to a deed, then the owner of Lot 2 shall convey to the owner of Lot 1 whatever land may be necessary to travel from Lot 1 to the road located on Lot 2. In the event that the conveyance is by way of an easement, the easement shall be a permanent easement, and shall be for the purposes of ingress and egress, which easement shall allow the owner of Lot 1 to cross through Lot 2 to the road located on Lot 2.

(c) The rights applicable to the owner of Lot 1 to connect to the road to be constructed on Lot 2, as provided for in Paragraphs "(a)" and "(b)" above, shall be applicable for at least one connection to the road, and, if requested by the owner of Lot 1, shall be applicable with respect to two road connections, provided that it is feasible for the owner of Lot 1 to connect to the road to be constructed on Lot 2 at two locations, and provided that the consent of the owner of Lot 2 is obtained, which consent shall not be unreasonably withheld or delayed if the road connection will not materially adversely effect the development of Lot 2. In the event that two road connections are to be made by the owner of Lot 1 to the road on Lot 2, then all of the provisions set forth herein, including Paragraphs "(a)" and "(b)" above shall be applicable to each of such connections.

(d) In the event that the road to be constructed on Lot 2 is not a Town road, and in the event that the owner of Lot 1 installs a road to connect to the road located on Lot 2 and obtains a building permit to construct a residential dwelling on Lot 1, then, in such event, the following shall also be applicable: (i) the owner of Lot 1 shall have an easement through the road located on Lot 2 for purposes of ingress, egress, maintenance, and repairs; and (ii) the owner of Lot 1 and the owner of Lot 2 (provided a building permit has been issued on Lot 2 to construct a residential dwelling), or the applicable portions thereof, shall enter into a private road maintenance agreement, pursuant to which all properties which benefit from the use of the private road will share in the costs and expenses of maintenance, including snow removal; in the event that no private road maintenance agreement can be agreed upon, then the parties shall be deemed to have agreed to share the costs and expenses of maintenance and repairs on a pro rata basis based upon the portion of the private road used by each of them.

(e) The connection of the road from Lot 1 to Lot 2, whether by means of a fee interest or an easement in favor of Lot 1 through Lot 2, shall travel from Lot 1 into and through Lot

2 to the road connection on Lot 2. The foregoing, in addition to allowing for ingress and egress, shall allow for the construction and maintenance for the benefit of Lot 1 of a roadway through Lot 2, which construction shall include excavation of a road from Lot 1 through Lot 2 to the road located on Lot 2. In the event that said roadway is a private road, then it shall be developed in such manner as the owner of Lot 1 determines; provided, however, in the event that the Town requires that the road be developed in accordance with Town specifications, then the owner of Lot 1 shall develop the road in accordance with the Town requirements, and the owner of Lot 1 shall comply with all of the terms and conditions and requirements of all governmental agencies having jurisdiction applicable to the construction of the road connection from Lot 1 to the road located on Lot 2. All costs and expenses of the construction of said road from Lot 1 to the road located on Lot 2 shall be at the sole cost and expense of the owner of Lot 1.

(f) In the event that the owner of Lot 1 desires to construct a road from Lot 1 into Lot 2 in the manner which is provided for herein at a time prior to the time that the owner of Lot 2 has constructed a road as part of the development of Lot 2, then the owner of Lot 1 shall be permitted to construct the road through Lot 2, which shall commence at Ruby Road, as it now exists, or as it may be extended from what now exists into and through Lot 2, and shall continue through Lot 2 and into Lot 1. The location of the said road shall be proposed by the owner of Lot 1, but subject to approval of the owner of Lot 2, which approval shall not be unreasonably withheld or delayed, and shall in all events be subject to approval by the Town Planning Board, if Town Planning Board approval for the construction of the road is required. It is intended that the location of the road will interfere with the development of Lot 2 to the minimum extent practical, taking into consideration the terrain of Lot 2 and the appropriate location for the construction of the road through Lot 2 from Lot 1. Except for the obligation of the owner of Lot 1 to construct the entire road through Lot 2, as opposed to only the portion of the road necessary to connect Lot 1 to the road located on Lot 2, all of the other provisions set forth herein, shall be applicable, except that the owner of Lot 1 shall have all maintenance obligations with respect to the entire road until such time as the owner of Lot 2 obtains a building permit to develop all of a portion of Lot 2.

(g) The covenants which are set forth herein shall be deemed covenants which run with the land and which will bind the Grantor named herein (the "Grantor") and all of its successors and assigns, and/or owners of Lot 2 and which will inure to the benefit of the Grantee and all of their successors and assigns, and/or owners of Lot 1 or any portion thereof.

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

**TOGETHER** with the appurtenances and all the estate and rights of the party 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 covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

**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, if any, before using any part of the total of the same for any other purpose.

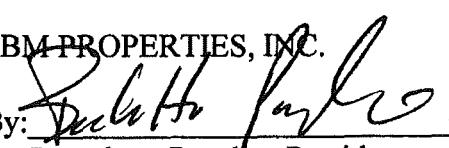
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

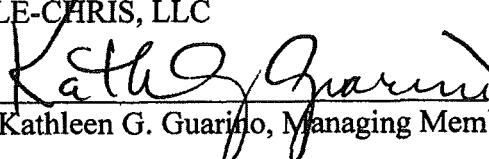
FBM PROPERTIES, INC.

By:

  
Benedetto Papaleo, President

ALLE-CHRIS, LLC

By:

  
Kathleen G. Guarino, Managing Member

STATE OF NEW YORK )  
)ss.:  
COUNTY OF ULSTER )

On the 4th day of August, in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared BENEDETTO PAPALEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

DANIEL M. MARTUSCELLO  
NOTARY PUBLIC, State of New York  
Qualified in Ulster County  
Commission Expires Sept. 30, 2014

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF ULSTER )

On the 4 day of August, in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared KATHLEEN G. GUARINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Д.А.Григорьев

**Notary Public**

DANIEL M. MARTUSCELLO  
NOTARY PUBLIC, State of New York  
Qualified in Ulster County  
Commission Expires Sept. 30, 2011 14

**RECORD AND RETURN TO:**

✓ Jay L. Zeiger, Esq.  
Kalter, Kaplan, Zeiger & Forman  
6166 State Route 42, P.O. Box 30  
Woodbourne, NY 12788  
(845) 434-4777

**DESCRIPTION OF PARCEL A  
LAND TO BE CONVEYED TO  
ALAN C. & KATHLEEN G. GUARINO**

ALL THAT PARCEL OF LAND SITUATE in the Town of Marlborough, County of Ulster, and State of New York, designated as Parcel A on a map entitled "Final Map of Lot Line Revision Between Lands of FBM Properties, Inc. & Alle-Chris, LLC and Lands of Alan C. & Kathleen G. Guarino" which was recorded in the office of the Ulster County Clerk on February 17, 2012 as filed map number 12-30, said parcel being more particularly bounded and described as follows:

BEGINNING at a rebar to be set at the southeast corner of the herein described parcel of land, said point being the southwest corner of lands of Alan C. & Kathleen G. Guarino recorded in Deed Liber 1871 Page 300, thence running through lands of FBM Properties Inc. & Alle-Chris, LLC as recorded in Deed Liber 3135 Page 041, being along the division line between the herein described Parcel A and Lot 2 as designated on said filed map, North 47°20'36" West 50.00 feet to a rebar to be set, thence North 83°52'24" West 255.00 feet to a rebar to be set, thence North 05°16'56" East 550.24 feet to a rebar to be set on the southerly bounds of lands conveyed to James Calvin Wygant, Jr. as recorded in Deed Liber 1162 Page 379 and designated as Lot #4 on Ulster County Clerk's office filed map #10762, thence running along said lands South 87°36'01" East 255.00 feet to a point at the south west corner of lands conveyed to Robert S. Jackson, Jr. & Michelle R. Post recorded in Deed Liber 3443 Page 032 and designated as Lot #5 on said filed map #10762, thence running along said lands, in part along a stone wall, South 74°56'39" East 364.11 feet to a point on the westerly bounds of lands conveyed to Deborah S. E. & Jeffrey T. La Croix as recorded in Deed Liber 3025 Page 175, thence along said lands South 05°54'03" East 52.30 feet to a rebar to be set at the northerly corner of lands conveyed to Andrew & Marianna Papaleo as recorded in Deed Liber 2025 Page 032, thence running along said lands South 39°28'50" West 320.00 feet to a rebar to be set at the most northerly corner of aforementioned lands of Guarino, thence running along said lands, being the lot line to be removed, South 39°28'50" West 265.24 feet to the point of beginning

CONTAINING 6.21 acres

SUBJECT to all rights of ways and easements of record



108.2 - 9 - 411.71 Subject

LIBER 1871 PAGE 0300

Standard N.Y.B.T. Form 1007  
Bargain & Sale deed, with covenant against grantor's acts—Ind. or Corp.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 10<sup>th</sup> day of November, nineteen hundred and Eighty Eight  
BETWEEN HASSAN ABAIE, residing at Lattintown Road, Marlboro, Ulster  
County, New York 12542

party of the first part, and

G.  
ALAN GUARINO and KATHLEEN GUARINO, husband and wife both residing  
at 12 Bayview Terrace, Newburgh, New York 12550

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN 00/100 dollars,

lawful money of the United States, and other good and valuable consideration paid  
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, ~~XXXXXX~~ situate,  
lying and being in the Town of Marlboro, Ulster County, State of New York being more  
particularly described as follows:

BEING Lot No. 7 on a map entitled "Survey Map and Subdivision Map of the Lands  
of Hassan Abaie" filed in the Ulster County Clerks Office on September 23, 1987 as  
Map No. 7108A and 7108B.

BEING part of the premises as conveyed by deed from Joseph Rapisardi and Rose  
T. Gilberti dated August 16, 1983 and recorded August 10, 1983 in Liber 1488 of  
Deeds at page 172 and filed in the Ulster County Clerks Office.

Said premises are conveyed subject to the following covenants and restrictions  
to run with the land:

1. The premises shall be used for family residential  
dwelling only and no manufacturing, trade or business shall be  
allowed thereon.

2. Only one family per acre will be allowed to live in the  
said development.

3. No more than 35% of the floor space of the living area  
of any building erected on the premises may be used by a doctor,  
dentist or lawyer for their respective home occupations provided  
said use is permitted by the municipal zoning code. No other  
home business shall be allowed.

4. No livestock, poultry or domestic animals of any kind  
shall be kept on the premises or any part thereof except that not  
to exceed two pet dogs or two pet cats may be kept.

5. No barns or outbuildings other than a private garage for  
more than 3 cars shall be constructed thereon except that on  
outbuilding not larger than 10 feet by 16 feet shall be allowed  
and said outbuilding is to have wood siding.

6. No residential building erected or placed on the premises shall contain less than 2400 square feet of living space.

7. No building shall be constructed or placed on the premises or any part thereof nearer than 35 feet from any property line of the land conveyed.

8. No outside toilets shall be constructed or placed on the premises and all sink water and sewerage of any kind shall be taken care of in individual septic tanks which shall be kept sanitary at all times so that there shall be no drainage into any roadway or street or adjoining property.

9. No tents, trailers or advertising signs shall be placed on the premises or any part thereof. However, the property owner may store a camper and/or boat owned by said property owner on the owner's own lot.

10. No fence shall be placed around the outside boundaries of any lot other than a hedge or chain link fence or rail fence which shall not exceed 4 feet in height.

11. No garbage or trash shall be allowed to accumulate on the premises.

12. No trucks other than a pick-up truck shall be allowed to be parked on the lot and no tractor-trailers, dump trucks, vans or other type of vehicles shall be parked on the streets of the subdivision.

13. Said restrictions shall be placed on all lots and lands owned by the grantor as described in a certain deed from Joseph Rapisardi and Rose T. Giliberti dated August 16, 1983 and recorded August 18, 1983 in Liber 1488 of deeds at page 172. Said covenants and restrictions shall be placed on each piece of property that the grantor sells. Said covenants and restrictions shall run with the land except that said covenants and restrictions can be amended, omitted or additional restrictions added to said deed upon the written consent of 80% of all property owners whose property is subject to said restrictions.

TOGETHER with a right of way over proposed roads as shown on filed subdivision map #7108B filed in the Ulster County Clerks Office said right of way for the purpose of ingress and egress which shall continue until such time as the roadways are dedicated as Town Roads.

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party 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 covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**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.

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

IN PRESENCE OF:

  
\_\_\_\_\_  
HASSAN ABAIE

STATE OF NEW YORK, COUNTY OF Ulster

On the 10<sup>th</sup> day of November, 1988, before me personally came

Hassan Abate

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

John H. M. MacLennan  
Notary Public

### Notary Public

DANIEL M. MARTUSCELLO  
NOTARY PUBLIC, State of New York  
Qualified in Ulster County  
Commission Expires Sept. 30, 1977

STATE OF NEW YORK, COUNTY OF

that he is the  
of , the corporation described  
in and which executed the foregoing instrument; that he  
knows the seal of said corporation; that the seal affixed  
to said instrument is such corporate seal; that it was so  
affixed by order of the board of directors of said corpora-  
tion and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

**Bargain and Sale Deed**  
WITH COVENANT AGAINST GRANTOR'S ACTS

HASSAN ABALE

SECTION  
BLOCK  
LOT  
COUNTY OR TOWN

TO

RETURN BY MAIL TO:

ALAN GUARINO  
KATHLEEN GUARINO

Jeffrey G. Berry, P.C  
P.O Box 511  
233 Liberty St.  
Newburgh, New York 12550  
Zip No. 12550

Reserve this space for use of Recording Office.

Reserve this space for use of Recording Office.

FILED <u>4 H 38 M</u>	RECEIVED <u>NOV 10 1988</u> ALBERT SPADA ULSTER COUNTY CLERK (1) 12320	\$ <u>100.00</u> REAL ESTATE NOV 10 1988 TRANSFER TAX ULSTER COUNTY.
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Ulster County, S.S.  
Recorded on the 10 day of November 19 1933 at 4:33  
o'clock P.M. Liber 1371 Min. Liber 300 and  
of Deeds at page 1 and  
examined.

Wittie Dr 34  
Stamp 202 -