

**Town of Marlborough Planning Board**  
**Simple Two-Lot Lot Line Change Application**  
**10-9-2022**

Application #

**Under this application there can be no change in buildings, access, and no variance for any dimension requirement. The Planning Board has the right to determine the application requires a site plan approval.**

Please refer to the Town of Marlborough Town Code Section 155-31 <https://www.ecode360.com/8667578#8667578> to review all relevant local legislation with regards to Site Plan Review.

Failure to accurately complete this application in its entirety may result in delays and additional review costs.

Date of Initial Submission and Latest Revision	August 9, 2023
Name of Project	Town of Marlborough and King Lot Line Revision
Addresses of Project	18 Sands Avenue and 28 Sands Avenue, Milton, New York
Tax Section, Block, and Lot Numbers	103.1-3-11 and 103.1-3-12.100
Zoning District(s)	This application is only valid for R-1 <input type="checkbox"/> and R-AG-1 <input type="checkbox"/> zones Indicate which
Number of Acres each lot	Lot 103.1-3-11 has 14.50 A and lot 103.1-3-12.100 has 2.90 A
Proposed number of acres for each lot	Lot 103.1-3-11 will have 14.73 A and lot 103.1-3-12.100 will have 2.67 A

**Reason For Application:**

The King's are donating a piece of their property to the Town of Marlborough to be incorporated into the Sands Avenue Park.

**Description of Proposal 155-31 E (3) (a):**

Parcel 103.1-3-12.100, owned by the Kings, will be donating a 85' x 121' piece of property, along with a three bay detached garage to the Town of Marlborough. The approximate size of the garage is 24' x 36'. This 0.236 parcel will be combined into parcel 103.1-3-11, which is owned by the Town of Marlborough, and used as the Sands Avenue Park.

Requested waivers based on this being a simple two-lot lot line change Item 26 to 50, others noted above.

CONTACT INFORMATION	
Name of Property Owner	Town of Marlborough
Address of Property Owner	21 Milton Turnpike, Suite 200, Milton, NY 12547
Telephone Number of Property Owner:	1-845-795-5100 ext. 2
Email of Property Owner	scorcoran@marlboroughny.us
Name of Applicant	Town of Marlborough, Scott Corcoran
Address of Applicant	21 Milton Turnpike, Suite 200, Milton, NY 12547
Telephone Number of Applicant	1-845-795-5100 Ext. 2
Email Address of Applicant	scorcoran@marlboroughny.us
Name of Surveyor	Colliers Engineering & Design
Address of Surveyor	18 Corporate Woods Boulevard, 4th Floor, Albany, NY 12211
Telephone Number of Surveyor	1-518-459-3252
Email Address of Surveyor	lucas.boyer@collierseng.com
Name of Engineer	Colliers Engineering & Design
Address of Engineer	18 Corporate Woods Boulevard, 4th Floor, Albany, NY 12211
Telephone Number of Engineer	1-518-459-3252
Email Address of Engineer	lucas.boyer@collierseng.com
Name of Attorney	Rusk, Wadlin, Heppner, & Martuscello
Address of Attorney	1390 Route 9W, Marlboro, NY 12542
Telephone Number of Attorney	1-845-236-4411
Email Address of Attorney	dmmart@rwhm.com
Name & Profession of Other Involved Personnel	
Address of Other Involved Personnel	
Telephone Number of Other Involved Personnel	
Email of Other Involved Personnel	

**Town of Marlborough Planning Board**  
**Simple Two-Lot Lot Line Change Application**  
**10-9-2021 Draft**

The following items shall be submitted for a Planning Board Simple Two-Lot Line Change Application to be considered complete.

Simple Two-Lot Line Change plans and Checklist shall be prepared by a licensed professional engineer, architect, land surveyor or landscape architect. Additional Town Codes apply to all Simple Two-Lot Line Change plans.

Please check each required item. Y for yes provided, N for not provided, or RW for Request Waiver. **Provide a written explanation for any requested waivers from the checklist.**  
 After final approval is given by the Planning Board, the Building Department should be contacted for further guidance.

Y/N/RW	Required Items To Be Submitted
1 Y	Complete application with below information and twelve (12) copies of all maps, plans, reports, and a PDF file of all documentation submitted. Plan sets must be submitted in collated packages. (155 E, 155-31 E (5)). Plans SHALL be prepared by licensed professional (155-31 E) and shall refer to specific data sources. (See section 75-6 B. (6) regarding plan stamp requirements of licensed professional).
2 Y	Completed Simple Two-Lot Lot Line Change Application form (Pages 1 and 2) 155-31 E (1).
3 Y	Simple Two-Lot Lot Line Change Application Checklist Complete (Automatic application rejection without checklist) pages 3 to 6.
4 N	Ethics code Town of Marlborough Disclosure of Interest ( <b>where applicable</b> ) Pages 8-10
5 RW	Application Fee Paid (Separate check from Escrow Fee) see page 11.
6 RW	Initial Escrow Fee Paid (Separate check from Application Fee) see page 11, also 155-31 J.
7 Y	Disclaimer Forms Provided See Page 12.
8 Y	Letter of Agent Statement Page 13.
9 Y	A location map, at a scale of 2,000 feet to the inch or larger, showing the applicant's entire property and all easements and streets and existing structures within 500 feet of the applicant's property as well as the Tax Map and section on of USGS (United States Geological Survey) mapping. 155-31 E (2).
10 Y	Project Narrative. Complete Brief document 155-31 E (3) (a) A description of proposed project (bottom of page 1 of Simple Two-Lot Lot Line Change Application) (c) An analysis of how the project complies with the requirements contained within this Chapter 15 5, Zoning, is included. (d) Any waivers or variances needed have been identified. 155-31 F Waivers shall be discussed in the briefing document to be submitted by the applicant.
11 Y	Title of the drawing, including the name and address of the owner of record, applicant, and licensed professional(s) responsible for the preparation of such drawing, including seal and signature. 155-31 E(4)(a).

12 Y	Map of the site includes North arrow, scale, and date. 155-31 E (4) (b).
13 Y	Map of the site depicts boundaries of the property with surveyed dimensions. 155-31 E (4) (c).
14 Y	Map of the site depicts acreage of each distinct existing and proposed land use on the applicant's property, and the proposed density of each if residential uses are proposed. 155-31 E (4) (f).
15 Y	Map of the site depicts location, proposed use, and setback measurements of all existing and proposed buildings, structures and signs on the applicant's property, 155-31 E (4) (j).
16 N	Map of the site depicts the locations of all existing and proposed water supply system. 155-31 E (4) (p) [1].
17 N	Map of the site depicts the locations, of all existing and proposed sewage disposal system. 155-31 E (4) (p) [2].
18 Y	A copy of the deed to the property as most recently filed and/or a copy of the executed contract of sale is included 155-31 E (4) (aa) [1].
19 Y	A copy of each covenant, easement or deed restriction in effect or intended to cover all or part of the tract is included 155-31 E (4) (aa) [2].
20 N	Identification, and submittal when available, of all necessary permits from federal, state, county or local agencies, approvals required from said agencies for the project's execution, and proof of special permit and/or variance approvals, if applicable, are included 155-31 E (4) (aa) [4].
21 N	Agricultural Data Statement (If applicable). See also 155-52 Setbacks and buffers from active agricultural lands.
22 N	Inventory and quantity of hazardous materials anticipated for on-site storage and/or use, if applicable, are provided. 155-31 E (4) (v).
23 N	Plans for the disposal of construction and demolition, waste, whether on-site or at a New York State approved solid waste management facility are indicated. 155-31 E (4) (w).
24 N	A park or open space is being provided see 155-31 E (4) (x).
25 N	For projects involving more than one phase, a site plan showing each phase of the project is included. 155-31 E (4) (y)
26 RW on item (b)	Project Narrative. Complete Brief document 155-31 E (3) (b) A description of whether the site design includes the possibility for interconnections with adjoining sites and, if no such interconnection is provided, a thorough narrative as to why an interconnection is not feasible.
27 RW	Public hearing and legal notice page 7
28 RW	Names of all owners of record adjacent to the applicant's property are indicated. 155-31 E (4) (d).
29 RW	Existing school district (if applicable), zoning district, and overlay district boundaries (if applicable), within 500 feet of the site's perimeter is indicated. 155-31 E (4)(e).
30 RW	Grading and drainage plan showing existing and proposed contours with intervals of two feet extending 50 feet beyond the tract. If any portion of the parcel is within a one-hundred-year floodplain as determined by the Federal Emergency Management Agency (FEMA), the area will be shown and base flood elevations given. 155-31 E (4) (g).



31 RW	Map of the site depicts location and boundaries of all existing natural land features on the property, including rock outcrops, isolated trees 12 inches or more in diameter at breast height (dbh) and all trees over 24 inches in dbh (whether isolated or in a forested area), existing vegetative and forest cover, orchards, hedgerows and other ornamental landscaping, stone walls, soil types and boundaries, active farmlands, visually prominent agricultural landscape features, such as fields, pastures, and meadows on knolls and hilltops, woodlands along roadways, property lines, and streams, steep slopes in excess of 15%, and water sources. Water sources include ponds, lakes, wetlands and watercourses, primary aquifers and primary aquifer recharge areas, floodplains, and drainage retention/detention areas. The plan shall show locally significant trees which include rare or unusual species, trees associated with historic events or persons, or trees that significantly contribute to a unique scenic viewshed. 155 E (4) (h).
32 RW	Location of all existing buildings, structures, signs, and agricultural lands, on adjacent property within 100 feet of the subject lot lines is shown. 155-31 E (4) (i).
33 RW	Map of the site depicts location, proposed use, and height, of all existing and proposed buildings, structures and signs on the applicant's property, including floor plans, and plans for exterior elevations, at a scale of 1/4 inch equals one foot, showing the structure's mass and architectural features, and indicating the type and color of materials to be used. A table indicating square footage of building areas to be used for a particular use, such as retail operation, office use, warehousing, or other commercial activity; maximum number of employees; maximum seating capacity, where applicable; and number of parking spaces existing and required for the intended use. 155-31 E (4) (j).
34 RW	Traffic flow patterns within the site, entrances and exits, the location of potential interconnections between the project site and adjoining sites, truck/commercial vehicle loading and service areas, curb cuts on the site and within 100 feet of the site, and all streets which are either proposed, mapped or built are indicated. 155-31 E (4) (k). The Town requires right-of-way of 25 feet from the center line of Town roads along the property frontage. See also 155-31 G (8).
35 RW	Any cross-access easements, walkways, and bicycle path opportunities associated with the project are indicated. 155-31 E (4) (l).
36 RW	The location, design (including size of spaces, and accessible parking information) and construction materials of all off-street parking areas (open and enclosed, if any), including the number of parking spaces required and to be provided is indicated. 155-31 E (4) (m) and 155-31 G (9) (c) Off-street parking spaces are the minimum size. See 155-27 A (1) (a).
37 RW	The location, design and construction materials of all present and proposed walkways, bicycle paths and bicycle parking, benches, ramps, outdoor storage or display areas, retaining and/or landscaping walls and fences is indicated. 155-31 E (4) (n).
38 RW	A general and conceptual landscape plan showing proposed changes to existing natural land features. Trees to be saved shall be noted on site plans, and appropriate measures shall be outlined to protect the tree stock from damage during construction. 155-31 E (4) (o). Native species are encouraged. 155-31 G (17) (b).
39 RW	Map of the site depicts the design and construction materials of all existing and proposed water supply system. 155-31 E (4) (p) [1].
40 RW	Map of the site depicts the design and construction materials of all existing and proposed sewage disposal system. 155-31 E (4) (p) [2].

41 RW	Map of the site depicts the location, design and construction materials of all existing and proposed telephone, cable and energy systems, including electric, oil, gas, solar, or other energy systems. 155-31 E (4) (p) [3].
42 RW	Map of the site depicts the location, design and construction materials of all existing and proposed storm drainage system, including but not limited to existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, manholes, and drainage swales. 155-31 E (4) (p) [4] Identify a distance off site to show drainage structures or a natural discharge location.
43 RW	The location of fire and emergency access ways and zones, including the location of fire hydrants or of the nearest alternative water supply for fire emergencies are indicated. 155-31 E 4 (q) Discussed lock box provision with fire department (see Milton or Marlboro Fire District) except on single family detached residential dwellings See also 155-31 G (13).
44 RW	The location, type, and screening details for solid waste disposal facilities and containers is indicated. 155-31 E (4) (r).
45 RW	The proposed location, height, orientation, type of illuminating device, bulb type and wattage, and photometric data of all outdoor lighting fixtures is indicated. 155-31 E (4) (s). See also 155-31 G (14)
46 RW	The location, height, size, materials, design, and illumination of all present and proposed signs and other advertising or instructional devices are indicated. 155-31 E (4) (t) See also 155-28.
47 RW	Estimates of noise generation at the source and property line are provided. 155-31 E (4) (u). See also 155-31 G (16).
48 RW	Proposed days and hours of operation are indicated. 155-31 E (4) (z).
49 RW	Enforceable map notes of stormwater drainage, utility rights-of-way, etc., are indicated 155-31 E (4) (aa) [3].
50 RW as Type II action	Short-unlisted actions or full EAF Type one action, as required by the lead agency under the Environmental Conservation Law, is complete and included. See 155-31 E (4) (aa) [6] Environmental Assessment Form. Applicants must use NYSDEC* web based system EAF mapper Application. <a href="https://www.dec.ny.gov/permits/6191.html">https://www.dec.ny.gov/permits/6191.html</a> Make sure to unblock popups.

The plat for the proposed Simple Two-Lot Lot Line Change has been prepared in accordance with this checklist. A waiver request must be submitted by design professional for any items which are not provided.

By: \_\_\_\_\_  
Licensed Professional

waiting for  
signed form  
from engineers/  
Surveyor  
8-9-2023

Stamp

Date

# Ethics Code

## TOWN OF MARLBOROUGH NOTICE OF DISCLOSURE OF INTEREST

In accordance with the Town of Marlborough Code of Ethics, Article 13-3 (E) and Public Officers Law § 209, the following disclosure notice ("notice") must be completed and signed by any individual, including any officer or employee of the Town of Marlborough, who has an application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, special use permit, site plan, subdivision, exemption from a plat or official map, license or permit, pursuant to the provisions of the zoning and planning regulations of the Town of Marlborough before any Town of Marlborough Board, Agency or Department ("decision-making authority"), **in which a Town officer or employee has an interest in the subject of the application.** The purpose of the disclosure notice is to identify and disclose any potential or actual conflict of interest for the Town employee or officer, which may compromise his/her ability to make decisions solely in the public interest. Please refer to the Town of Marlborough Code of Ethics for further information.

Under the Town of Marlborough Code of Ethics an interest is defined as: a participation, connection or involvement of any sort whether direct or indirect, pecuniary or non-pecuniary, personal or professional, which may result in a benefit. For the purposes of the Town of Marlborough Code of Ethics, the "interests" of a Town officer or employee shall be deemed to include the "interest" of:

- A. An immediate family member. Immediate family member is defined as: grandparents, parents, spouse, significant other, children, grandchildren, brother, sister, dependent, or any household member of a Town officer, Town Board member or employee.
- B. Any person other than a bank, trust company or other lending institution with whom he/she has a substantial debtor-creditor or other financial relationship.
- C. Any person by whom he/she is employed or of which he/she is an officer, director or member having a controlling interest in any business or enterprise in which the Town employee or officer holds stock or has any other profit-bearing or beneficial relationship.
- D. An officer or employee shall also be deemed to have an interest in a matter if he/she or any person described in A through C above is a party to an agreement, expressed or implied, with any applicant before any Board of the Town, whereby he/she may receive any payment or other benefit whether or not for services rendered, dependent or contingent upon the favorable approval of any such application, petition or request by any Town body.

**This notice must be completed and included with the application, petition or request to the appropriate Town of Marlborough Board, Agency or Department.**

I, Not Applicable, residing at Not Applicable, make the following statements about interests in the real property which is the subject of this

application, petition or request for a Not Applicable,

before the Not Applicable of The Town of Marlborough.

**PART I:** Except as otherwise set forth in Part II below:

**A. Individuals with an interest in the property.**

1. No individual, having an ownership interest in or has an interest in a contract to purchase the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No person having an ownership interest in or has an interest in a contract to purchase the subject property is a relative of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

**B. Corporations or other entities with an interest in the property.**

1. No officer, director, partner, or employee of any corporation, partnership, company, trust, association, or other legal entity, which has an ownership interest in or has an interest in a contract to purchase the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No officer, director, partner, or employee of any corporation, partnership, company, trust, association, or other legal entity which has an ownership interest in or has an interest in a contract to purchase the subject property is a relative of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

**C. Stockholder or controlling interest**

1. No person who has a legal or beneficial ownership or control stock of a corporate applicant or is a member of a partnership or association with the applicant for the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No person who has a legal or beneficial ownership or control stock of a corporate applicant or is a member of a partnership or association with the applicant for the subject property is a relative of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.

**D. Party to an agreement with the applicant**

1. No person is a party to an agreement with an applicant, express or implied, or may receive any payment or other benefit, whether or not for services rendered, dependent or contingent upon the favorable approval of such application; petition or request for the subject property is an officer or employee of the Town of Marlborough, Ulster County, New York.
2. No person is a party to an agreement with an applicant, express or implied, or may receive any payment or other benefit, whether or not for services rendered, dependent, or contingent upon the favorable approval of such application, petition or request for the subject property is an immediate family member of any individual who is an officer or employee of the Town of Marlborough, Ulster County, New York.



**PART II:** If any of the statements under A through D above is not true, please explain and set forth the name and the relationship to the applicant and subject property of any Town employee or officer involved:

Not Applicable

---

---

---

---

---

---

---

---

**PART III:** This completed notice is to be submitted to the Board, Agency or Department that is authorized to review and render a decision on the application, petition or request. Further, the submittal must be made prior to any review of the application, petition or request. This notice shall be made part of that decision-making authority's official record, disclosing the exact nature of the conflict in detail. If there is an actual or potential conflict, the Town officer or employee shall abstain from voting or otherwise acting on the application, petition or request so as to avoid an actual conflict.

**ANY QUESTIONS REGARDING THIS DISCLOSURE NOTICE OR THE CODE OF ETHICS ARE TO BE DIRECTED TO THE TOWN SUPERVISOR AT (845) 795-6167.**

**PLEASE TAKE NOTICE.....A KNOWINGLY FALSE STATEMENT IS PUNISHABLE UNDER N.Y. GEN. MUN. LAW ' 809 AS A MISDEMEANOR.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

### **ACKNOWLEDGMENT**

State of New York,  
County of:

On \_\_\_\_\_, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to this instrument and acknowledged to me that [he/she/they] executed the same in [his/her/their] capacity(ies), and that by [his/her/their] signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary

## Disclaimer

The applicant is advised that the Town of Marlborough Town Code, which contains the Town's Zoning Regulations, is subject to amendment. Submission of an application to the Planning Board does not grant the applicant any right to continued review under the code's current standards and requirements. It is possible that the applicant will be required to meet changed standards or new code requirements made while the application is pending.

An approval by the Planning Board does not constitute permission, nor grant any right to connect to or use municipal services such as sewer or water. It is the applicant's responsibility to apply for and obtain Town of Marlborough and other agency approvals not within this Board's authority to grant.

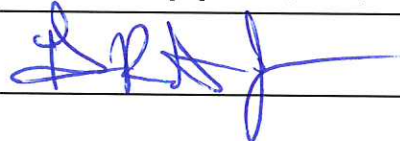
**AFTER FINAL APPROVAL IS GIVEN BY THE PLANNING BOARD, THE BUILDING DEPT. MUST BE CONTACTED FOR FURTHER GUIDANCE.**

The Town of Marlborough Town Board sets forth the schedule of fees for applications to the Planning Board. The signing of this application indicates your acknowledgment of responsibility for payment of these fees to the Planning Board for review of this application including, but not limited to, fees for professional services (Planners/Consultants, Engineers, Attorneys,) public hearings and site inspections. Applicant's submissions and re-submissions that are not complete will not be considered by the Planning Board or placed upon its agenda unless all outstanding fees have been paid.

The undersigned applies for subdivision, site plan, or lot line approval as described above under the rules and procedures of the Town of Marlborough, New York as duly authorized by the Town Board of Marlborough, New York.

The undersigned also acknowledges receipt of the "Disclaimer" above.

Applicant's Name (Print): Gael Appler, Jr, Deputy Supervisor

Applicant's Signature: 

Date: 8/9/23

***\*\*Application will not be accepted if not signed and filled out completely\*\****

Town of Marlborough Planning Board  
Letter of Agent

I (We) Daniel E. King & Maribeth Wooldridge-King am (are) the owner(s) of a parcel of land located on 18 Sands Avenue in the Town of Marlborough, Tax Map Designation: Section 103.1 Block 3 Lot 12.100.

I (We) hereby authorize Town of Marlborough to act as my (our) agent to represent my (our) interest in applying to the Town of Marlborough Planning Board for a \_\_\_\_\_ Lot Subdivision, Site Plan, Minor Site Plan, or Lot Line Revision Application (circle one)

Daniel E. King Signature Date 7/31/2023

Maribeth Wooldridge-King Signature Date 7/31/2023

State Of New York  
County of Ulster

On the 31<sup>st</sup> day of July in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared

Daniel E. King & Maribeth Wooldridge-King, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

DANIELLE CHERUBINI  
Notary Public, State of New York  
Qualified in Ulster County  
No. 01CH6284534  
Commission Expires June 17, 2025

Danielle Cherubini  
Notary Public

August 9, 2023

Town of Marlborough Planning Board  
Chairman, Christopher Brand  
21 Milton Turnpike, Suite 200  
Milton, New York 12547

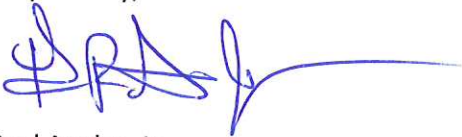
Dear Mr. Brand,

I am submitting this request in writing to ask the Marlborough Planning Board to kindly waive the Planning Board Application Fee and the Escrow Fee for this lot line application between the Town of Marlborough and Daniel and Maribeth King.

We also kindly request a waiver for the Zoning District requirement. As noted on the application under section entitled "Zoning District," this application is only valid for properties located in the "R-1" and "R-AG-1" Zoning Districts. The properties in question, 18 Sands Avenue and 28 Sands Avenue are located in the "R" Zoning District.

Thank you for your consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Gael Appler, Jr.', with a long horizontal flourish extending to the right.

Gael Appler, Jr  
Deputy Supervisor

Acting for, Scott Corcoran, Town Supervisor

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

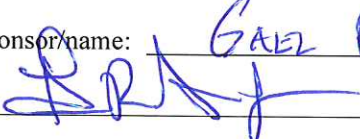
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. 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>			
Town of Marlborough			
Name of Action or Project:			
Town of Marlborough and King Lot Line Revision			
Project Location (describe, and attach a location map):			
18 Sands Avenue and 28 Sands Avenue, Milton, New York 12547			
Brief Description of Proposed Action:			
The applicants will be acquiring a 0.236 acre part of a parcel to be combined into the lands owned by the Town of Marlborough. Property identified under SBL #103.1-3-12.100 will be donating a 0.236 parcel of land to be combined into SBL #103.1-3-11, which is owned by the Town of Marlborough and used as the Sands Avenue Park/Milton Landing Park. This parcel includes a three car detached garage approximately 36' x 24'.			
Name of Applicant or Sponsor:		Telephone: 1-845-795-5100 Ext. 2	
Town of Marlborough		E-Mail: scorcoran@marlboroughny.us	
Address:			
21 Milton Turnpike, Suite 200			
City/PO:		State:	Zip Code:
Milton		New York	12547
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO
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.			YES
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO
If Yes, list agency(s) name and permit or approval:			YES
3. a. Total acreage of the site of the proposed action?			2.90 acres
b. Total acreage to be physically disturbed?			0.00 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			14.50 acres
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): Waterfront Park/Dog Park			
<input type="checkbox"/> Parkland			



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? Hudson River. A portion of this property includes the Milton Landing Park. No portion of this area will be affected If Yes, identify: <u>by the lot line change. The land being donated is located next to the Sands Avenue Park location.</u>	NO	YES	
	<input type="checkbox"/>	<input checked="" 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? If the proposed action will exceed requirements, describe design features and technologies: <u>Not Applicable</u>	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: <u>Not Applicable</u>	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: <u>Not Applicable</u>	NO	YES	
	<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? <u>Milton Train Station. This portion of the property will not be affected by the lot line revision</u>	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: <u>Hudson River. The lot line revision will not affect any area near the Hudson River. It is located off of Sands Avenue next to the Sands Avenue Park.</u>			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input 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?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<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)? If Yes, briefly describe:	<input type="checkbox"/>	<input type="checkbox"/>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>		
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:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>		
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"/>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>		
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 type="checkbox"/>	<input checked="" type="checkbox"/>
Site remediation was completed in 2006 prior to the Town's acquisition.		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>GARY R. ADLER JR</u> Date: <u>August 9, 2023</u>		
Signature: <u></u> Title: <u>Deputy Supervisor</u>		



60 2010 0000333

Ulster County  
Nina Postupack  
County Clerk  
Kingston, NY 12401

Instrument Number: 2010- 00000333

As

Recorded On: January 08, 2010

D01 - Deed

Parties: SUBURBAN NY SURPLUS PROPERTY LLC

To

MARLBOROUGH TOWN

Billable Pages: 5

Recorded By: SNEERINGER MONAHAN PROVOST

Num Of Pages: 5

Comment:

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

D01 - Deed	65.00	RP5217-250	250.00	Tax Affidavit TP 584	5.00
Recording Charge:	320.00				
	Amount	Consideration Amount	RS#/CS#		
Tax-Transfer	0.00	940,000.00	2171	Basic	0.00
MARLBOROUGH				Special Additional	0.00
EXEMPT				Additional	0.00
				0.00 Transfer	0.00
Tax Charge:	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:**

Document Number: 2010- 00000333  
Receipt Number: 873775  
Recorded Date/Time: January 08, 2010 04:00:28P  
Book-Vol/Pg: Bk-D VI-4872 Pg-215  
Cashier / Station: r rsec / Cashier Workstation 2

**Record and Return To:**

GEORGE RUSK JR ESQ  
RUSK WADLIN HEPPNER&MARTUSCELLO LLP  
1390 ROUTE 9W PO BOX 727  
MARLBOROUGH NY 12542



*Nina Postupack*

Nina Postupack Ulster County Clerk

5  
M: 36  
**THIS INDENTURE**, Made the 29<sup>th</sup> day of December, 2009

**BETWEEN**

**Suburban NY Surplus Property, LLC**, a Delaware Limited Liability Company, having an address of 240 Route 10 West, Whippany, New Jersey 07981, party of the first part, and

**Town of Marlborough**, a municipal and political subdivision of the State of New York, having an address of 1650 Route 9W, Milton, New York 12547, party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of ONE and 00/100 Dollars, (\$1.00) 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 those certain tracts, pieces or parcels of land situate, lying and being in Town of Marlborough, County of Ulster, State of New York, lying Easterly of Sands Avenue, and being more particularly bounded and described as follows:

**TRACT 1**

**BEGINNING** at a point at the intersection of the division line between the lands now or formerly of Suburban NY Surplus Property, LLC as described in Book 3919 of Deeds at Page 98 on the North and the lands now or formerly of Raymond M. Finnin as described in Book 2743 of Deeds at Page 11 on the South with the centerline of Sands Avenue and runs thence from said point of beginning along the Centerline of Sands Avenue North 20 deg. 16 min. 40 sec. East, a distance of 320.00 feet to its intersection with the division line between the said lands of Suburban NY Surplus Property, LLC on the South and the lands now or formerly of James Rhodes as described in Book 2967 of Deeds at Page 113 on the North; thence along the above last mentioned division line the following two (2) courses and distances: 1) South 69 deg. 43 min. 20 sec. East, a distance of 290.00 feet to a point; and 2) North 40 deg. 51 min. 40 sec. East, a distance of 86.00 feet to its point of intersection with division line between the said lands of Suburban NY Surplus Property, LLC on the South and the lands now or formerly of Walter Schraeter as described in Book 2829 of Deeds at Page 285 on the North; thence along the above last mentioned division line South 69 deg. 43 min. 20 sec. East, a distance of 404.18 feet to a point on the division line between the said lands of Suburban NY Surplus Property, LLC on the West and the lands now or formerly of Consolidated Rail Corporation as described in Book 3070 of Deeds at Page 10 on the East; thence along the above last mentioned division line the following three (3) courses and distances: 1) in a Southwesterly direction along a curve to the right having a radius of 3,060.50 feet, an arc length of 421.73 feet and a chord bearing of South 30 deg. 04 min. 55 sec. West 421.40 feet to a point; 2) South 34 deg. 05 min. 00 sec. West, a distance of 384.00 feet to a point of

CHECKED

ENTERED

MARK/OFF

AP  
JK  
\_\_\_\_\_

curvature; and 3) in a Southwesterly direction along a curve to the left having a radius of 2,859.50 feet, an arc length of 211.12 feet and a chord bearing of South 31 deg. 58 min. 12 sec. West 211.07 feet to a point on the Northerly boundary of Dock Road (C.R. 119); thence along said Northerly boundary of Dock Road (C.R. 119) in a Westerly direction along a curve to the left having a radius of 350.00 feet, an arc length of 114.12 feet and a chord bearing of South 87 deg. 53 min. 53 sec. West 113.61 feet to a point on the division line between the said lands of Suburban NY Surplus Property, LLC on the Northeast and the lands now or formerly of Edward E. Mackey as described in Book 3109 of Deeds at Page 211 on the Southwest; thence along the above last mentioned division line North 32 deg. 01 min. 40 sec. East, a distance of 254.44 feet to a point on the division line between the said lands of Suburban NY Surplus Property, LLC on the North and the lands now or formerly of Grace Ford as described in Book 2458 of Deeds at Page 332 on the West and South; thence along the above last mentioned division line the following three (3) courses and distances: 1) North 57 deg. 58 min. 20 sec. West, a distance of 225.00 feet to a point; 2) North 32 deg. 01 min. 40 sec. East, a distance of 350.00 feet to a point; and 3) North 69 deg. 43 min. 20 sec. West along the common division line between the said lands of Suburban NY Surplus Property, LLC on the North and the said lands of Grace Ford and the said lands of Raymond M. Finnin on the South, a distance of 316.00 feet to the point and place of beginning. Containing 9.16 acres of land, more or less.

## TRACT 2

COMMENCING at a point on the Westerly boundary of the lands now or formerly of Consolidated Rail Corporation as described in Book 3070 of Deeds at Page 10 at its point of intersection with the division line between the lands now or formerly of Suburban NY Surplus Property, LLC as described in Book 3919 of Deeds at Page 98 on the Southwest and the lands now or formerly of Walter Schraeter as described in Book 2829 of Deeds at Page 285 on the Northwest; thence from said point of commencement in a Southwesterly direction along a curve to the right having a radius of 3,060.50 feet, an arc length of 421.73 feet and a chord bearing of South 30 deg. 04 min. 55 sec. West 421.40 feet to a point; thence crossing said lands of Consolidated Rail Corporation South 77 deg. 39 min. 20 sec. East, a distance of 106.32 feet to a point on the Easterly boundary of the said lands of Consolidated Rail Corporation, said point being the point of beginning and runs thence from said point of beginning along the Easterly and Southerly lines of a Confirmatory Grant issued to Shell Oil Company on October 9, 1957 and the lands now or formerly of Suburban NY Surplus Property, LLC as described in Book 3919 of Deeds at Page 98 the following six (6) courses and distances: 1) South 24 deg. 14 min. 20 sec. West, a distance of 360.00 feet; 2) South 65 deg. 45 min. 40 sec. East, a distance of 100.00 feet; 3) South 24 deg. 14 min. 20 sec. West, a distance of 1,000.00 feet; 4) North 65 deg. 45 min. 40 sec. West, a distance of 100.00 feet; 5) South 24 deg. 14 min. 20 sec. West, a distance of 134.00 feet; and 6) North 69 deg. 37 min. 00 sec. West, a distance of 78.14 feet to a point on the Easterly boundary of the said lands of Consolidated Rail Corporation; thence along the division line between the said lands of Consolidated Rail Corporation on the West and the Easterly boundary of the said lands of Suburban NY Surplus Property, LLC on the East the following eight (8) courses and distances: 1)



North 20 deg. 23 min. 00 sec. East, a distance of 425.44 feet to a point of curvature; 2) in a Northeasterly direction along a curve to the right having a radius of 2,760.50 feet, an arc length of 133.44 feet and a chord bearing of North 21 deg. 46 min. 05 sec. East 133.43 feet to a point; 3) North 56 deg. 20 min. 00 sec. West, a distance of 16.78 feet to a point on a curve; 4) in a Northeasterly direction along a curve to the right having a radius of 2,777.00 feet, an arc length of 526.71 feet and a chord bearing of North 28 deg. 39 min. 09 sec. East 525.92 feet to a point; 5) North 34 deg. 05 min. 00 sec. East, a distance of 67.00 feet to a point; 6) South 55 deg. 55 min. 00 sec. East, a distance of 16.50 feet to a point; 7) North 34 deg. 05 min 00 sec. East, a distance of 317.00 feet to a point of curvature; and 8) in a Northeasterly direction along a curve to the right having a radius of 3,159.50 feet, an arc length of 39.38 feet and a chord bearing of North 33 deg. 43 min. 35 sec. East 39.38 feet to the point or place of beginning. Containing 5.307 acres of land, more or less.

Intending to convey the same premises conveyed to the party of the first part by deed from Agway Energy Products, LLC, successor by merger to Agway Petroleum Corporation dated December 22, 2003 and recorded July 1, 2004 in the Ulster County Clerk's Office in Instrument No. 2004-19675.

This conveyance is made subject to enforceable covenants, conditions, restrictions and easements of record.

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any strips, gores or overlaps of land abutting or within the above described premises,

**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 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.

Gas Connection, LLC, as Manager of

Suburban NY Surplus Property, LLC

By:

Paul Abel

Its:

Secretary

State of New Jersey

) ss.:

County of Morris

On the 29 day of December in the year 2009, before me, the undersigned, personally appeared Paul Abel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Susan G. Delia

Notary Public

SUSAN G. DELIA  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMM. EXPIRES 2-15-14

Recorded by:

Sneeringer Monahan Provost

Redgrave Title Agency, Inc.

800 724-7856 Title No.: M-050317

RTR: GEORGE RUSK, JR, ESQ.

WSK, WADLIN, HEPPNER

& MARTUSCELLI, LLP

1390 ROUTE 9W

PO BOX 727

MARLBORO, NY 12542

\* Final Draft  
waiting for signatures  
8-4-2023  
Revised copy  
from Dmm

**AGREEMENT FOR DONATION/ TRANSFER OF REAL PROPERTY \***

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between  
**MARIBETH WOOLDRIDGE- KING** and **DANIEL A. KING**, husband and wife, both  
residing at 18 Sands Avenue, Milton, Town of Marlborough, Ulster County, New York, 12547  
hereinafter called collectively the “Grantor” and the Town of Marlborough having offices  
located at 21 Milton Turnpike, number 200, Milton, Ulster County, New York 12547, hereinafter  
called the “Grantee”.

The parties hereby agree as follows:

WHEREAS: Grantor shall convey to the Grantee an approximately 75 feet wide by 100  
feet long portion of the northerly section of the premises located at 18 Sands Avenue in the  
Town of Marlborough, Ulster County, New York which premises are designated on the Town of  
Marlborough Tax Map as Section: 103.1 Block: 3 Lot: 12.100. There is an existing 3 car garage  
situate thereon on the portion of the premises to be conveyed to the Grantee; and

WHEREAS Grantor and Grantee understand that in order to transfer this parcel of land  
from the Grantor to the Grantee a lot line revision will have to be submitted to the Town of  
Marlborough Planning Board and possibly to other town boards and the parties agree the cost  
and the expense of the same shall be born by the Town of Marlborough and;

WHEREAS the Grantor and Grantee also acknowledge that there is a wire fence that runs  
along the common boundary line between the Grantor’s property designated as tax lot 103.1-3-  
12.100 and the property of the Grantee as designated on the tax map number 103.1-3-11 and the  
parties wish to express their understanding as to the maintenance of said fence as well as  
installation of fencing upon the creation of the parcel of land to be conveyed to the Grantee and;

WHEREAS Grantor and Grantee understand that there will be a survey needed to create the parcel to be transferred from the Grantor to the Grantee as well as the process of obtaining lot line approval and any other necessary approval which may be needed including but not limited to variances, mortgage releases, etc.; and

WHEREAS Grantor and Grantee wish to set forth their understanding as to the cost and expense of the transfer of the property of the property from the Grantor to the Grantee and establishing a value thereof.

NOW, THEREFORE, the parties set forth their understanding as follows:

1. The Grantor hereby agrees to donate to the Grantee a lot approximately 75 feet wide by 100 feet long being the northerly section of Grantor's property as shown on the Town of Marlborough Tax Map as tax lot 103.1-3-12.100.
2. Grantor shall give to Grantee authorization to have the proposed lot surveyed, and appraised, and to appear before any board, including but not limited to, Town of Marlborough Planning Board, for the purpose of obtaining approval, between the Grantor and Grantee so as to allow for the transfer of the newly created parcel.
3. The Grantor and Grantee agree that the southerly boundary line of the newly created lot shall be established so as to meet the requirements of any zoning code setback for the 3-car garage situate on the newly created lot.
4. Grantor and Grantee agree that all expenses for the survey, and appraisal for the, lot line approval process shall be at the Grantee's expense and at no expense to the Grantor.
5. The Grantee hereby agrees to install a fence approximately \_\_\_\_\_ feet high along the southerly boundary line of the newly created lot which will be the common boundary line

between the Grantor and Grantee and shall do so before allowing any public access onto the newly created lot. The parties understanding that the newly created lot shall be merged with the Town of Marlborough's Milton Landing Park adjacent to the Grantor's property.

6. The Grantee also agrees to maintain the existing fence or any replacement thereof along the entire common boundary line between Grantor's property and the Grantee's property. The parties agree that the decisions as to the maintenance of the fence is in the sole determination of the Grantee. Grantor and Grantee acknowledge that Grantee has the right to trim or cut any tree branches coming across the fence from the Grantor's property and Grantor also grants to Grantee permission to enter onto Grantor's property within 20 feet of the fence to trim any tree branches encroaching over the fence or which may potentially cause damage to the fence and is authorized to remove said branches and/or tree. Grantor and Grantee agree that if needed they will sign a separate easement agreement which can be recorded giving to the Town the permeanant right to enter upon the Grantor's property, tax lot 103.1-3-12.100 within 20 feet of the fence that runs along the common boundary line between the lands of the Grantor and the Grantee and that said easement shall run with the Grantor's land.
7. Grantee acknowledges and represents that Grantee is fully aware of the physical condition and state of repair of the structure on the premises based upon Grantee's own inspection and investigation thereof and Grantee is taking the premises including the structure thereon in "AS IS" condition as of the date of transfer. Grantor agrees that from date of the agreement until date of transfer, Grantor shall not allow either the Grantor or



any third party to place any other materials or items on the premises which would then have to be removed by the Grantee.

8. **Insurable Title:** Grantor shall give and Grantee shall accept such title as a licensed title insurance company doing business in New York State shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this agreement.

The cost and expense of said title policy shall be born by the Grantee.

9. **Closing, Deed and Title:** "Closing" means the settlement of the obligations of Grantor and the Grantee to each other under this agreement, including the delivery to Grantee of a Bargain and Sale Deed with Covenant Against Grantor's Act in proper statutory short form for recording, duly executed and acknowledged, so as to convey to Grantee fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Grantor as required by subdivision 5 of Section 13 of the Lien Law.

10. **Closing Date and Place:** Closing shall take place at the office of Rusk, Wadlin, Heppner & Martuscello, LLP at a time and date mutually agreeable to the Grantor and Grantee but within 60 days of the Town of Marlborough Planning Board's final approval of the lot line revision between the Grantor and Grantee.

11. **Conditions to Closing:**

- a. Grantor represents that Grantor is the sole owner of the premises and has the full right, power and authority to convey and transfer the same in accordance with the terms of this agreement.

- b. Grantor is not a “foreign person”, as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code (“IRC”)
- c. Grantor is not a “foreign person”, as that term is defined for purposes of the Foreign Investment in Real Property Tax Act, Internal Revenue Code (“IRC”) Section 1445, as amended, and the regulations promulgated there under (collectively “FIRPTA”).,
- d. Grantor has been known by no other names for the past ten (10) years, except:  
NONE
- e. The delivery by the parties of any other affidavits required as a condition of recording the deed.

12. **Deed Transfer and Recording Taxes:** At closing, certified or official bank checks or attorneys IOLA account checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed shall be delivered by Grantee to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after closing.

13. Apportionments and Other Adjustments:

- a. To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing.

- (1). Taxes, on the basis of the fiscal period for which assessed;

- b. Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.
14. **Affidavits as to Judgements, Bankruptcies, etc.:** If a title examination discloses judgments, bankruptcies, or other returns against other persons having names the same as or similar to that of Grantor, Grantor will on request deliver to the Grantee at closing a satisfactory affidavit showing that such judgments, bankruptcies, or other returns are not against the Grantor.
15. **Notices:** Any notice or other communication ("Notice") shall be in writing and either (a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf, by registered or certified mail , postage prepaid, or (b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this agreement for the party and to such other address as such party shall hereafter designate by Notice given to the other party or parties. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any Notice delivered in person or by overnight courier shall be deemed given when delivered.
16. **Authorization:** Grantor agrees to sign any authorizations to allow the grantee to:
- a. Appear before the Town of Marlborough Planning Board and seek the lot line approval; and;
  - b. The authorization to any surveyor engaged by the Grantee to survey said property and enter upon it for said purpose; and

- c. Authorization for any appraiser hired by the Grantee to enter upon the property to establish a value of the parcel; and
- d. Grants authorization to the Grantee to appear before any other Governmental Agency or Board, in order to obtain the approval for the lot line change; and
- e. Authorization to the Grantee that upon the installation of the new fence along the southerly boundary line of the newly created lot to allow or create or access through that fence to Grantor's property for the sole purpose of Grantee being able to trim or remove any trees on the Grantor's property within the 20-foot corridor of the fence along the common boundary line between Grantor and Grantee.

17. **Miscellaneous:**

- a. All prior understandings, agreements, representations and warranties, oral or written, between Grantor and Grantee are merged in this agreement; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this agreement.
- b. Neither this agreement nor any provision thereof may be waived, changed or cancelled except in writing. This agreement shall also apply to and bind the heirs, distributes, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this agreement.
- c. The captions in this agreement are for convenience of reference only and in no way define, limit or describe the scope of this agreement and shall not be considered in the interpretation of this agreement or any provision thereof.

d. This agreement shall not be binding or effecting until duly executed and delivered by Grantor and Grantee.

e. Grantor and Grantee shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

f. Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this agreement. This subparagraph shall survive Closing.

g. Grantor and Grantee acknowledge that subject conveyance is being made by the Grantor as a donation to the Grantee for a value of \$20,000.00, which is the fair market value of the aforesaid portion of the premises to be conveyed pursuant to this Agreement.

18. In the event that the Grantor has a mortgage on the premises then upon the Grantee obtaining the lot line approval Grantor shall be responsible for obtaining a Release of Mortgage Premises from the mortgage holder.

IN WITNESS WHEREOF, we have hereunto set our names and seals the day and year first above written.

TOWN OF MARLBOROUGH by

-----  
Grantee, SCOTT CORCORAN Supervisor

-----  
Grantor, MARIBETH WOOLRIDGE-KING

\_\_\_\_\_  
Grantor, DANIEL A. KING